Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Mary A. Glassman - 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 – July 14, 2014 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- GFOA Certificate of Achievement – Sean Kimball, Interim Director of Finance/Treasurer
- Update on Simsbury's Medication Drop Box Program

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

a) Approve Tax Refunds

b) Authorize referral of offer for donation of open space/flood plain property located at Dorset Crossing to the Planning Commission for review and recommendation back to the Board of Selectmen

c) Discussion and authorization to apply for a Vibrant Communities Initiative grant application

d) Approve the recommendation of the Culture, Parks and Recreation Commission to allow the private rental of Simsbury Farms Apple Barn

e) Authorize the First Selectman to execute a Lease Agreement for use of the Greenway parking area at the intersection of U.S. 10/202 & S.R. 315

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

MGlassman@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

f) Review and approve resolution authorizing the First Selectman to execute the Agreement for acceptance of the 2014 Grant to Connect to the Nutmeg Network in the amount of $27,100 for the period of July 15, 2014 to March 15, 2015

g) Approve resolution accepting a STEAP Grant in the amount of $350,000 and authorization to execute Town/State Agreement for improvements of sidewalks and street surfaces on Riverside Road, Drake Hill Road Bridge and Hopmeadow Street

h) Authorize the First Selectman to enter into a three year agreement with Paine's Inc. for the operation of the Town's Bulky Waste Facility

APPOINTMENTS AND RESIGNATIONS

a) Accept the resignation of Jacqueline Battos (R) as an alternate member of the Zoning Board of Appeals effective July 3, 2014

OTHER BUSINESS

a) Reminder – Joint Board of Selectmen/Board of Finance meeting regarding Open Space scheduled for Tuesday, July 15, 2014 at 5:00 pm

ACCEPTANCE OF MINUTES

a) Regular Meeting of June 23, 2014

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel

a) Approve the proposed Compensation Framework for determination of full-time unaffiliated employee compensation for Fiscal Year 2015

b) Approve the following position descriptions and salaries (with funding available within FY2015 budget)for the Town of Simsbury's Human Resources function:
   - Director of Administrative Services – revised position description with salary of $114,508 effective on and retroactive to July 1, 2014;
   - Deputy Director of Administrative Services – revised position description with salary of $90,000 effective on and retroactive to July 1 2014;
   - Employee Benefits Coordinator – new position description with salary of $68,000 effective upon approval

c) Approve Part-Time Project Manager job description for a one-year period enabling the Town to utilize the knowledge and skill sets of Richard Sawitzke as a cost-effective alternative to contracting out the work

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

ADJOURN TO EXECUTIVE SESSION

a) Discussion of potential Real Estate Acquisitions pursuant to Connecticut General Statutes Section 1-200(6)(d)

ADJOURN FROM EXECUTIVE SESSION

Possible action

ADJOURN

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. **Date of submission:** **07/08/2014**

2. **Date of Board Meeting** **07/14/2014**

3. **Individual or Entity making the submission:** Colleen O'Connor, Tax Collector

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 tax refunds per attached printout in the amount of **$1,713.08**

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.):** Colleen O'Connor, Tax Collector

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. **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:

   Excel spreadsheet prepared by the Tax Collector showing detailed information on refunds

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2010					
					$0.00
Total 2010		**$0.00**	**$0.00**	**$0.00**	**$0.00**
List 2011					
					$0.00
Total 2011					
		$0.00	**$0.00**	**$0.00**	**$0.00**
List 2012					
Daimler Trust	12-03-54090	$407.02	$13.32		$420.34
Scher Michael E	12-03-66515	$72.38	$2.37		$74.75
Vault Trust	12-03-69137	$187.94	$6.15		$194.09
					$0.00
					$0.00
					$0.00
Total 2012		**$667.34**	**$21.84**	**$0.00**	**$689.18**
List 2013					
Bowers Melanie D	13-01-801	$1,023.08			$1,023.08
Paul Amanda N	13-01-7749	$22.66			$22.66
					$0.00
					$0.00
					$0.00
Total 2013		**$1,045.74**	**$0.00**	**$0.00**	**$1,045.74**
TOTAL 2010		**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL 2011		**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL 2012		**$667.34**	**$21.84**	**$0.00**	**$689.18**
TOTAL 2013		**$1,045.74**	**$0.00**	**$0.00**	**$1,045.74**
TOTAL ALL YEARS		**$1,713.08**	**$21.84**	**$0.00**	**$1,734.92**

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. **Title of Submission: Request for grant application support.**

2. **Date of submission:** July 9, 2014

3. **Date of Board Meeting:** July 14, 2014

4. **Individual or Entity making the submission:** Hiram Peck, Director of Planning and Community Development

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.):**

   In accordance with instructions from the Town Attorney: The Board of Selectmen is requested to refer the attached offer for donation of open space/flood plain property to the Planning Commission for review and recommendation back to the Board of selectmen.

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.):**

   Hiram Peck and Simsbury Zoning Commission

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.):**

   i. The owner of the property, Specialty Housing, is offering to donate a portion of their existing property at Dorset Crossing to the Town as open space. The property is in the flood plain.
   ii. If recommended for approval by the Planning Commission, (and the Open Space Committee?) the matter would then be returned to the BOS for further referral and

action to the Zoning Commission (revised PAD lot line) and, if approved, to the BOS for final acceptance of open space/flood plain property.

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

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

A copy of the owners request and a map of the property is attached.

Thank you for your consideration of this matter.

Narrative Explanation of Proposed Land Donation to the Town of Simsbury

Simsbury Specialty Housing, LLC (the "Company") purchased Lot C in the Dorset Crossing development on January 10, 2014. The Company is constructing a 48 unit residential unit designed to provide accessible affordable rental housing for people with disabilities.

The Company is interested in making a donation of a portion of its property to the Town. The Company has a portion of its property that is not being used for the construction of any improvements. The property formally lies in a Flood Zone, and although the development is not being built in that area, the Company would be required to secure flood insurance for the whole property because of the location partially in a flood zone.

The Company is therefore interested in donating that portion of the property to the Town. The donated portion is 15,555 square feet or .36 acres in size. The donated portion (shown on the attached site plan drawing) is directly adjacent to land currently designated for "Open Space" as part of the Dorset Crossing development. Because of this donation, the Town would be securing more land to serve as Open Space, benefitting the beauty and welfare of the Town.

The original and existing Lot C is 93,345 square feet or 2.15 acres. The remaining portion of Lot C after the donation, on which the Simsbury Specialty Housing development will sit, will be 78,090 square feet or 1.79 acres.

In order for the Company to make this donation, the Company would need to confirm the following:

1. No new Board of Selectmen, Planning or Zoning Board approvals would be necessary to have a valid approved project for Simsbury Specialty Housing, which could receive a Certificate of Occupancy upon completion of the improvements being constructed (without altering the existing Site Plan or Zoning Approvals or Tax Treatment). Or, in the alternative, confirmation that the Company could quickly and easily get any necessary municipal approvals as a condition of the donation, so as not to interrupt the current project.

2. What municipal process should the Company undergo to accomplish the legally proper donation of the land to the Town of Simsbury for Open Space.

LEGEND
(SYMBOLS NOT TO SCALE)

- = CATCH BASIN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = WATER MANHOLE
- = TELEPHONE MANHOLE
- = ELECTRIC MANHOLE
- = UNKNOWN MANHOLE
- = YARD DRAIN
- = CABLE MANHOLE
- = FLARED END SECTION
- = FIRE HYDRANT
- = WATER GATE VALVE
- = GAS GATE VALVE
- = MISC. GATE VALVE
- = VENT PIPE
- = FILLCAP
- = WELL
- = MAIL BOX
- = HAND HOLE
- = CONTROLLER CABINET
- = ELECTRIC TRANSFORMER
- = UTILITY POLE
- = GUY WIRE
- = CROSSWALK POLE
- = LIGHT POLE
- = POST
- = TRAFFIC LIGHT SUPPORT POLE
- = STREET SIGN
- = TREE (TYP.)
- = MONITOR WELL
- = BORING
- = ELECTRIC METER
- = GAS METER
- = WATER METER
- = TELEPHONE
- = AC UNIT
- = TREE LINE
- = STONE WALL
- = GUIDE RAIL
- = DIRECTION OF FLOW
- = I.P. PROPERTY CORNER
- = MONUMENT
- = REBAR
- = SURVEY CONTROL POINT
- x = FENCE LINE
- W = WATER LINE
- G = GAS LINE
- E = ELECTRIC LINE
- CATV = CABLE TELEVISION LINE
- OHW = OVERHEAD WIRES
- P.O.B. = POINT OF BEGINNING
- N = NORTHING
- E = EASTING
- N/F = NOW OR FORMERLY
- S.L.R. = SIMSBURY LAND RECORDS
- Δ = DELTA ANGLE
- R = RADIUS
- T = TANGENT
- L = LENGTH
- C = CHORD
- CB = CHORD BEARING
- F.Y. = FRONT YARD
- S.Y. = SIDE YARD
- R.Y. = REAR YARD
- C.P. = CONTROL POINT
- +WL-56 = WETLAND FLAG
- 235.9 B-6 = BORING WITH GROUND GRADE

DESCRIPTION PROPOSED LOT C

A CERTAIN PIECE OF PARCEL OF LAND DEPICTED AS "PROPOSED LOT C" ON A PLAN ENTITLED "PERIMETER SURVEY SUBDIVISION PLAN PREPARED FOR DORSET CROSSING, LLC DORSET CROSSING DRIVE SIMSBURY, CONNECTICUT" DATED 04-11-2012 LAST REVISED 04-17-2012, SCALE 1" =100' BY F.A. HESKETH & ASSOCIATES, INC. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED. SAID POINT BEING ON A POINT ON A CURVE IN THE NORTHWESTERLY STREET LINE OF A PROPOSED RIGHT OF WAY TO BE DEEDED TO THE TOWN OF SIMSBURY AND BEING LOCATED 215.67 FEET AS MEASURED ALONG THE NORTHWESTERLY STREET LINE OF SAID RIGHT OF WAY FROM ITS INTERSECTION WITH THE SOUTHERLY PROPERTY LINE OF A PROPOSED RIGHT OF WAY TO BE RESERVED BY THE TOWN OF SIMSBURY DEPICTED ON SAID MAP.

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°03'22" A RADIUS OF 725.00 FEET AND AN ARC LENGTH OF 127.25 FEET TO A POINT. SAID POINT BEING LOCATED S 58°33'30" W A CHORD DISTANCE OF 127.08 FEET FROM SAID POINT OF BEGINNING.

THENCE, S 53°31'49" W A DISTANCE OF 154.64 FEET TO A POINT. THE LAST TWO COURSES BEING ALONG THE NORTHWESTERLY STREET LINE OF THE PROPOSED RIGHT OF WAY TO BE DEEDED TO THE TOWN OF SIMSBURY.

THENCE, N 36°28'02" W A DISTANCE OF 200.00 FEET TO A POINT.

THENCE, N 11°51'12" E A DISTANCE OF 193.84 FEET TO A POINT. THE LAST TWO COURSES BEING ALONG PROPOSED LOT E.

THENCE, N 80°25'21" E A DISTANCE OF 275.00 PARTLY ALONG PROPOSED LOT E AND RECONFIGURED LAND OF THE TOWN OF SIMSBURY TO A POINT.

THENCE, S 09°41'39" E A DISTANCE OF 241.54 FEET ALONG RECONFIGURED LAND OF THE TOWN OF SIMSBURY TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINS 2.15 ACRES MORE OR LESS.

UTILITY COMPANY ADDRESSES:

ELECTRIC
CONNECTICUT LIGHT & POWER COMPANY
NORTHEAST UTILITIES SERVICE COMPANY
107 SELDEN STREET
BERLIN, CT 06037
TEL: 860-665-2473

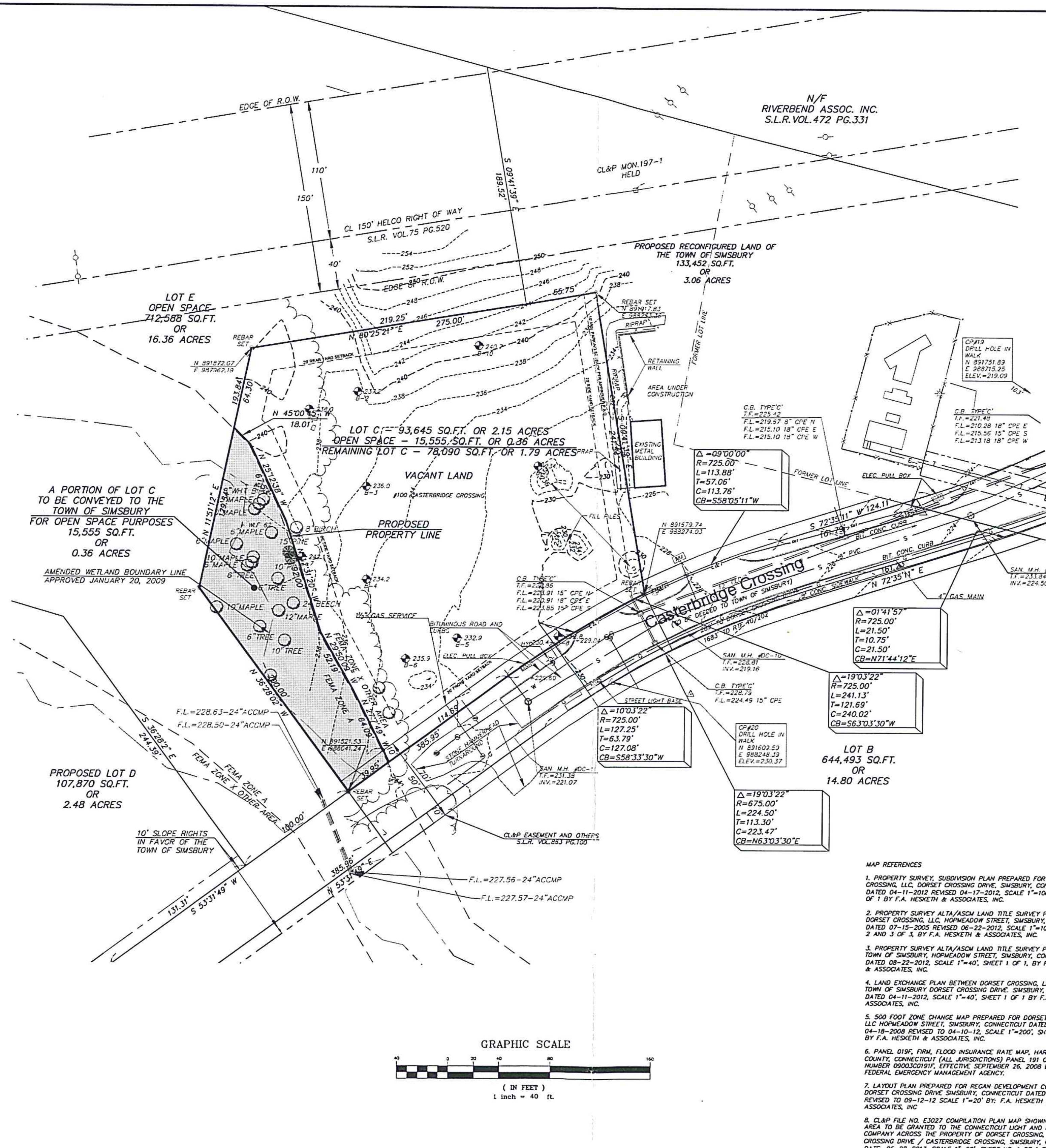
WATER
AQUARION WATER COMPANY OF CONNECTICUT
153 WANGUM ROAD
FALLS VILLAGE, CT 06031
TEL: 860-675-5906

COMMUNICATION
COMCAST OF CONNECTICUT
19 TUTTLE PLACE
MIDDLETOWN, CT 06457
PHONE: (860) 613-3070

AT&T CONNECTICUT
(THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY)
1441 NORTH COLONY ROAD
MERIDEN, CT 06450-4101
PHONE: (203) 238-7407

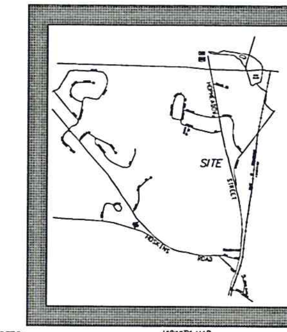
FIBER TECHNOLOGIES NETWORKS, LLC
MR. MARK SCHNAUBER,
CONTROLLER
300 MERIDIAN CENTRE
ROCHESTER, NEW YORK 14624
TEL: (585) 697-5107

GAS
CONNECTICUT NATURAL GAS CORPORATION
76 MEADOW STREET
EAST HARTFORD, CT 06108
TEL: 860-727-3114



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1. THIS MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-230b-1 THROUGH 20-300b-20 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS ON SEPTEMBER 26, 1996 AND THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS.

2. IT IS A PROPERTY SURVEY OF LOT C OF THE DORSET CROSSING SUBDIVISION INTENDED TO BE USED ACQUISITION & SITE PLANNING PURPOSES.

3. THE BOUNDARY DETERMINATION IS THAT OF A RESURVEY.

4. THIS SURVEY CONFORMS TO CLASS A-2/T-2 ACCURACY STANDARDS.

5. COORDINATES AND BEARINGS DEPICTED HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83). GPS CONTROL POINTS HVTRVI & HV0507, ESTABLISHED BY EASTERN TOPOGRAPHICS USING GPS TECHNIQUES WERE USED FOR REFERENCE.

6. ELEVATIONS DEPICTED HEREON (IF ANY) ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) AND ESTABLISHED BY EASTERN TOPOGRAPHICS USING GPS TECHNIQUES.

7. THE SUBJECT PARCEL IS OWNED BY DORSET CROSSING, LLC SIMSBURY LAND RECORDS VOLUME 732 AT PAGE 340 AND VOLUME 746 AT PAGE 196 AND IS PART OF A SUBDIVISION APPLICATION GRANTED APPROVAL BY THE SIMSBURY PLANNING COMMISSION ON MAY 15, 2012 AND SIMSBURY ZONING COMMISSION ON MAY 21, 2012.

8. A PORTION OF THE SUBJECT PARCEL IS LOCATED IN FEMA ZONE A (NO BASE FLOOD ELEVATION DETERMINED). SPECIAL FLOOD HAZARD AREAS DIGITIZED HEREON ARE SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT. THIS DETERMINATION IS BASED UPON A VISUAL INSPECTION OF MAP REFERENCE NUMBER 6.

9. THE SUBJECT PARCEL IS LOCATED IN THE TOWN OF SIMSBURY PAD ZONE.

10. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND/OR NOTED HEREON (IF ANY) HAVE BEEN COMPILED FROM RECORD MAPS AND OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE THE EXISTENCE OF WHICH ARE UNKNOWN TO THIS SURVEYOR. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-922-4455.

11. THE SUBJECT PARCEL MAY BE SUBJECT TO AN EASEMENT IN FAVOR OF COMCAST OF CONNECTICUT, INC. RECORDED IN SIMSBURY LAND RECORDS VOLUME 932 PAGE 987. THIS EASEMENT IS BLANKET IN NATURE.

12. THE SUBJECT PARCEL MAY BE SUBJECT TO CONDITIONS SET FORTH IN CONNECTICUT DEPARTMENT OF TRANSPORTATION CERTIFICATE NO. 1868 RECORDED IN SIMSBURY LAND RECORDS VOLUME 838 PAGE 794 AND VOLUME 846 PAGE 895.

13. I HAVE REVIEWED THE TITLE POLICY COMMITMENT NO. HART2017563, WITH AN EFFECTIVE DATE OF OCTOBER 2, 2013 FROM FIRST AMERICAN TITLE INSURANCE COMPANY WAS REVIEWED IN THE PREPARATION OF THIS SURVEY AND ALL EXCEPTIONS OF A SURVEY NATURE ARE NOTED OR DEPICTED HEREON.

MAP REFERENCES

1. PROPERTY SURVEY, SUBDIVISION PLAN PREPARED FOR DORSET CROSSING, LLC, DORSET CROSSING DRIVE, SIMSBURY, CONNECTICUT DATED 04-11-2012 REVISED 04-17-2012, SCALE 1"=100', SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC.

2. PROPERTY SURVEY ALTA/ASCM LAND TITLE SURVEY PROPERTY OF DORSET CROSSING, LLC, HOPMEADOW STREET, SIMSBURY, CONNECTICUT, DATED 07-15-2005 REVISED 06-22-2012, SCALE 1"=100', SHEETS 1, 2 AND 3 OF 3, BY F.A. HESKETH & ASSOCIATES, INC.

3. PROPERTY SURVEY ALTA/ASCM LAND TITLE SURVEY PREPARED FOR TOWN OF SIMSBURY, HOPMEADOW STREET, SIMSBURY, CONNECTICUT, DATED 08-22-2012, SCALE 1"=40', SHEET 1 OF 1, BY F.A. HESKETH & ASSOCIATES, INC.

4. LAND EXCHANGE PLAN BETWEEN DORSET CROSSING, LLC AND THE TOWN OF SIMSBURY DORSET CROSSING DRIVE, SIMSBURY, CONNECTICUT DATED 04-11-2012, SCALE 1"=40', SHEET 1 OF 1 BY F.A.HESKETH & ASSOCIATES, INC.

5. 500 FOOT ZONE CHANGE MAP PREPARED FOR DORSET CROSSING, LLC HOPMEADOW STREET, SIMSBURY, CONNECTICUT DATED 04-18-2008 REVISED TO 04-10-12, SCALE 1"=200', SHEET 1 OF 1 BY F.A. HESKETH & ASSOCIATES, INC.

6. PANEL 019F, FIRM, FLOOD INSURANCE RATE MAP, HARTFORD COUNTY, CONNECTICUT (ALL JURISDICTIONS) PANEL 191 OF 675, MAP NUMBER 09003C0191F, EFFECTIVE SEPTEMBER 26, 2008 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

7. LAYOUT PLAN PREPARED FOR REGAN DEVELOPMENT CORP. LOT C DORSET CROSSING DRIVE SIMSBURY, CONNECTICUT DATED 06-20-12 REVISED TO 09-12-12 SCALE 1"=20' BY: F.A. HESKETH & ASSOCIATES, INC

8. CL&P FILE NO. E3027 COMPILATION PLAN MAP SHOWING EASEMENT AREA TO BE GRANTED TO THE CONNECTICUT LIGHT AND POWER COMPANY ACROSS THE PROPERTY OF DORSET CROSSING, LLC, DORSET CROSSING DRIVE / CASTERBRIDGE CROSSING, SIMSBURY, CONNECTICUT DATE: 05-28-2013, SCALE 1"=60', SHEET NO. 1 OF 1 F.A.HESKETH & ASSOCIATES, INC. 6 CREAMERY BROOK, EAST GRANBY, CT 06026

TO: FIRST AMERICAN TITLE INSURANCE COMPANY, FIRST STERLING FINANCIAL, INC., CONNECTICUT HOUSING FINANCE AUTHORITY, JP MORGAN CHASE BANK, N.A., SIMSBURY SPECIALTY HOUSING, LLC, BERCHEM, MOSES & DEVLIN, P.C., STATE OF CONNECTICUT, DEPARTMENT OF HOUSING, REGAN DEVELOPMENT CORP.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMAL STANDARD DETAIL REQUIREMENTS FOR ALTS/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,3,4,5,6(a),8,11(b),13,14 & 19 OF TABLE A THEREOF, AND IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300B-1 THROUGH 20-300B-20. THE FIELD WORK WAS CONDUCTED ON 09-30-2013.

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

THIS MAP IS NOT VALID WITHOUT THE LIVE SIGNATURE AND IMPRESSION TYPE SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

PROGRESS 11-05-2013

TODD S. HESKETH L.S. #17945 DATE

FAH

F. A. Hesketh & Associates, Inc.
6 Creamery Brook, East Granby, CT 06026 · 146 N W Broad Street, Southern Pines, NC 28387
Phone (860) 653-8000 · Fax (860) 844-8600 · Phone (910) 692-2844 Fax (910) 692-3356
CM & Traffic Engineers · Surveyors · Planners · Landscape Architects www.fahesketh.com · mail@fahesketh.com

Revisions:

No.	Date	Description
1.	10-02-13	Title Commitment

PROPERTY SURVEY
ALTA/ACSM LAND TITLE SURVEY
PREPARED FOR
REGAN DEVELOPMENT CORP.
100 CASTERBRIDGE CROSSING
SIMSBURY, CONNECTICUT

Date: 04-11-2013	Drawn by: CAD	Job no: 04174.20
Scale: 1" = 40'	Checked by: TSH	Sheet no: 1 OF 1

ALTA
LOT C

O:\2004\04174\SURVEY\2012\ALTA\LOT-C-ALTA-4.dwg, Layout1, Nov. 06, 2013 - 8:24:33 AM

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Thomas J. Cooke – Director of Administrative Services

BOARD OF SELECTMEN MEETING

AGENDA SUBMISSION FORM

1. **Title of Submission: Request for grant application support.**

2. **Date of submission:** July 9, 2014

3. **Date of Board Meeting:** July 14, 2014

4. **Individual or Entity making the submission:** Hiram Peck, Director of Planning and Community Development

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 Board of Selectmen is requested to supply a letter of support for a grant application for a Vibrant Communities Initiative from the CT Trust for Historic Preservation to allow the completion of the creation of the Code for the Weatogue Village District.

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.):**

   Hiram Peck and Simsbury Zoning Commission

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.):**

   i. The VCI grant request is due at CTHP on July 15, 2014. It is expected that a decision regarding this grant will be made within one month.
   ii. The grant is for $50,000 and does not require any match.
   iii. The funding will be supplied upon completion of the work. This will be specified in the grant award letter.

iv. Consulting team is in process of being assembled as work will be completed within 9 months

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

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

A copy of the grant announcement is supplied. The remainder of the grant application is in progress at this time.

Thank you for your consideration of this matter.

CT·TRUST
FOR HISTORIC
PRESERVATION

Vibrant Communities Initiative: Urban/Town/Village Center Visioning and Revitalization

Grant Funds for Community/Historic Action Plans

Funded through a Grant from Connecticut Department of Economic and Community Development (DECD)

The Connecticut Trust for Historic Preservation (CTHP) has Grant Funding available to support approximately five municipalities in their efforts to produce action plans for underutilized cultural and historic assets (i.e., buildings, historic districts, town greens and parks, etc) in their communities. Grants will fund a team of professionals who will assist the municipalities in producing a focused strategy on the use of cultural, economic and historic assets in a given area. The CTHP will work closely with municipalities in the assembly of the needed team members as well as to help organize a general approach to meeting the goals of the Grant Funding.

Applicants are invited to submit an "Application" (attached as Exhibit A) by Tuesday July 15, by 4 pm at the CT Trust offices at 940 Whitney Avenue, Hamden. Applicants should provide answers to as many questions listed in the Application as relevant, but submissions should not exceed three pages in length. Up to $50,000 will be made available from the CTHP to each of the municipalities based on the review of the Application and needs of the project. Municipalities are not required to own the historic assets identified and funding can be used for planning only. Municipalities will have up to 9 months to complete their Vibrant Communities Work Plan.

The CTHP will sponsor an information meeting Friday, June 27 at 10:00 am at 940 Whitney Avenue, Hamden to address questions pertaining to the overall concept and specifically to the Application process. This is not a required meeting to submit an application. The meeting will serve to assist potential applicants in focusing Applications around historic/cultural assets.

The CTHP believes that Vibrant Communities are those that mix historic buildings with a variety of cultural, commercial/retail and natural resources, and that the preservation of these assets can lead to the revitalization of downtowns.

The CTHP, a 501c3 non-profit organization, was chartered by the Connecticut General Assembly (PA 75-93) to stimulate the preservation of historically and architecturally significant sites and districts, as well as to assist state and local governments and private agencies in fostering such preservation.

Criteria for selection:

- Important historic and/or cultural assets are included in the proposed project area for study.
- Proposed timeline for the study and the impact of CTHP funding will have on completing the plan.
- Evidence that municipalities will work with non-profit and other stakeholders who reflect community interests (list of stakeholders must be included in application) and plan will specifically schedule meetings to report findings to the general public.
- The municipality is working with HomeConnecticut on proposals for incentive housing or mixed income economic development initiatives, or Village District or formed based zoning.
- The project will provide a real estate analysis of a key property in the downtown that will lead to revitializtion

Application forms can be obtained from the CTHP via email to circuitrider@cttrust.org. Selection of approximately five municipalities will occur within three weeks of Application submission date. Contact Brad Schide Circuit Rider for the CTHP @ 860-463-0193.

Exhibit A (Application)

KEEP YOUR SUBMISSION TO NO MORE THAN THREE PAGES (EXCLUSIVE OF PHOTOS)

Connecticut Trust for Historic Preservation
Vibrant Communities Initiative: Urban/Town/Village Center Visioning and Revitalization

Please return one original Application (and send one PDF version of the total application) to the CTHP at 940 Whitney Avenue, Hamden, CT by Tuesday, July 15, 4 pm IMPORTANT: *Photos used in the application should be placed on a CD and sent to the CTHP with the original application on the due date.*

Municipality Applying:_____

Principal Contact:_____

Phone number: _____ **Email:**_____

PLEASE ANSWER AS MANY OF THE QUESTIONS BELOW AS RELEVANT TO YOUR PROJECT,

KEEP YOUR SUBMISSION TO NO MORE THAN THREE PAGES IN LENGTH (exclusive of photos).

Municipalities are not required to own the historic assets identified in the Application. More information may be sought by the CTHP from applicants about their proposal after the submission date.

Questions pertaining to the process should be directed to Brad Schide at 860-463-0193, or email at circuitrider@cttrust.org.

1. Please provide a specific description of the proposed action/revitalization plan that you are contemplating. What are the goals and objectives of the project? What is the historic character of the chosen area? Do the area's resources have an historic designation? Why was the particular area and historic assets chosen?

2. Briefly outline how the proposed planning will be accomplished and which professional disciplines you intend to use, and bid process you need to go through to select them. Also, if working with HomeConnecticut, please outline the goals you wish to accomplish with the grant.

3. Provide photographs of proposed area or structure showing at a minimum, streetscape, historic context, elevations, façades, (from public way), distinctive historic features, interior shots, if appropriate.

4. Discuss timelines for completion, proposed deliverables and action steps you hope to facilitate as a result of the CTHP project funding.

5. Who are the stakeholders for the project? Please be specific and list names of organizations and roles they will play in the project. Public meetings or workshops with the broader community is required be incorporated into the work plan.

6. Amount of funding you are requesting? Will there be other funding sources in the project? Will CTHP funding leverage other funds? Please identify.

7. How does the project proposed meet your community/economic development goals for downtown? Are you a Certified Local Government? Do you have Local Historic Districts in your Town and are they involved in the project? Are there examples of other community/public initiatives the municipality has undertaken where community involvement was a central theme? Who were your partners?

Notice of Grant Funds Availability (Advertisement)

The Connecticut Trust for Historic Preservation has Grant Funding of up to $50,000 available to municipalities to produce revitalization/action plan for historic resources. Five municipalities are expected to be chosen.

Applicants who wish to be considered may obtain a copy of the Grant Announcement and Application via email request at: circuitrider@cttrust.org.

One original copy and one PDF version of the Application requesting the Grant Funding shall be delivered to the CTHP on or before July 15, 2014 by 4 pm.

An organizational meeting will be held June 27, 2014 at CTHP offices at 940 Whitney Avenue, Hamden, to answer questions pertaining to the project and application process.

The CT Trust is an Affirmative Action/Equal Opportunity Employer.

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. Date of submission: July 8, 2014

2. Date of Board Meeting: July 14, 2014

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 recommendation of the Culture, Parks and Recreation Commission to allow the private rental of the Simsbury Farms Apple Barn.

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. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

Since the renovation of the Simsbury Farms Apple Barn in 1986, the building has only been available to department programs, non-profit and civic groups.

In an effort to generate additional revenue, the concept of opening the facility to private groups was discussed during the FY 2014/15 budget process.

The attached application and permit for the use of the building was prepared by Town staff and approved for use by Town Attorney Robert Decrescenzo. At their regular meeting on June 26, the Culture, Parks and Recreation Commission recommended expanding the use of the building by a vote of 5-0, with one abstention.

7. <u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):
The following documents are included with this submission and attached hereto:

Application and permit for use of Apple Barn and other recreational facilities.

APPLICATION and PERMIT
FOR USE OF SIMSBURY RECREATION FACILITIES BY GROUPS

TOWN OF SIMSBURY
CULTURE, PARKS & RECREATION DEPARTMENT
100 OLD FARMS ROAD, WEST SIMSBURY
PO BOX 495, SIMSBURY, CT 06070
860-658-3836

Guidelines & Permit Application For Reserving Town of Simsbury Recreation Facilities

Welcome to Simsbury's Parks and Facilities. We are happy to have you as our guests. The following information is provided to help you enjoy your visit.

The Apple Barn, Simsbury Farms & Memorial Pool are all family and recreational facilities. We encourage use compatible with our goal to provide a safe, well-maintained, attractive place for people to enjoy. Facility users are responsible for keeping the area clean; trash receptacles are provided for your use and we urge your cooperation. Please be considerate of the neighbors of our facilities.

All applications to reserve Town facilities are reviewed by Town Staff. Based upon their recommendations, a police officer or a staff custodian may be assigned to your outing at your cost. You will be notified before your application is processed if an officer or custodian will be needed or if other special conditions need to be met. Generally speaking, this would be a consideration if attendance at your outing exceeds 150 people.

Consumption of alcoholic beverages is not allowed at any of the facilities mentioned above.

If you have any questions about use our parks or facilities, please call the Culture, Parks and Recreation Department at 860-658-3836. It is a good idea to visit the area before making a reservation to insure that our facility meets the needs and expectations of your group. The enclosed guidelines have changes from previous years; please review them carefully before making a reservation and if you have any questions - please call!

Gerard Toner, Director
Simsbury Culture, Parks & Recreation Department

APPLICATION and PERMIT
FOR USE OF SIMSBURY RECREATION FACILITIES BY GROUPS

Applicant Information

Applicant/Organization Name:	Applicant /Organization Address:
Applicant Phone: C: ( ) H: ( )	Email Address:

Activity Information

Requested Facility Name:	Requested Facility: ☐ Apple Barn Meeting Room ☐ Apple Barn Kitchen ☐ Simsbury Farms Pool ☐ Memorial Pool

Age Group:	Activity Type(s):	

Will you be charging a fee to participants of this program? ☐ **Yes** ☐ **No**	Expected Group Size: _____	☐ Per Day/Night ☐ Per Season

Event Description:

Facility Rental Fees:

Apple Barn
Non-Profit Groups: $35/hour
Personal Use: $50/hour
Refundable $100 Security Deposit Required

Simsbury Farms Pool
3 pools - $375 / 2 hour period

Memorial Pool
2 pools - $250 / 2 hour period

Requested Schedule

	☐ Mon	☐ Tue	☐ Wed	☐ Thu	☐ Fri	☐ Sat	☐ Sun
Requested Time(s) from:							
Requested Time(s) to:							

Requested Date From:		Requested Date to:	

Approved Schedule

For Official Use Only – Staff only to write in this section

	☐ Mon	☐ Tue	☐ Wed	☐ Thu	☐ Fri	☐ Sat	☐ Sun
Approved Time(s) from:							
Approved Time(s) to:							

Approved Date From:		*Approved Date to:*	

Special Conditions and Exceptions to Approved Dates:

STAFF Approval Signature: _____Print: _____Date: _____

RENTAL FEES:_____ DATE PAID:_____ SECURITY DEPOSIT:_____ DATE PAID_____ DATE RETURNED_____

APPLICATION and PERMIT
FOR USE OF SIMSBURY RECREATION FACILITIES BY GROUPS

RULES AND REGULATIONS

A. Applicant/Organization will neither allow, nor engage in, any discriminatory practices or policies regarding race, creed, sex, sexual orientation, age, or national origin. Applicant shall comply with all applicable local, state or federal laws, rules or regulations, and obtain all necessary permits and licenses, in exercising the rights granted under this permit including but not limited to, ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed material in connection with the event or activity, or otherwise required in connection with the use of the facility for the event or activity.

B. Permitted dates/times must be approved in advance by the facility supervisor; cancellations must be reported promptly.

C. BANNED SUBSTANCES (alcohol, illegal drugs) and LOUD, VULGAR, CONFRONTATIONAL LANGUAGE are not permitted on facility grounds -- or in its immediate vicinity. Applicant/Organization is fully responsible for conduct of all spectators, as well as participants; and will be required to provide identifiable adult supervision/security upon request by Simsbury Culture, Parks & Recreation personnel.

D. Borrowed equipment must be returned to the facility in the same condition as when borrowed, immediately following the activity.

E. Applicant/Organization must leave facility -- ON A DAILY BASIS -- in the same degree of cleanliness and orderliness as found. Applicant/Organization shall be responsible for enforcement of this requirement on its guests and invitees. If the facility is not found to be of an acceptable cleanliness level the security deposit will not be returned to the renter.

F. Simsbury Culture, Parks & Recreation is not responsible for anything left or stored on facility grounds by Applicant/Organization.

G. Smoking is prohibited in all of Town buildings and recreational facilities.

H. Applicant/Organization agrees to assume all legal liabilities for accidents/injuries -- and will hold neither the Town of Simsbury nor any of its employees, agents, or representatives liable for any resulting claims/lawsuits. Applicant/Organization agrees to indemnify, defend and hold the Town of Simsbury and its employees, officers, agents and representatives harmless from any claim, act or proceeding related to or based upon Applicant/Organization's entrance, presence, and/or use of the property. Applicant agrees to release, waive and forever discharge the Town, its employees, officers, agents and representatives from any and all manner of claims, actions or causes of action, suits, demands whatsoever, in law or in equity, which it may have against the Town, its employees, officers, agents and representatives, in and/or on the property, or in any way connected to or arising from its presence and/or activities at the property.

I. Applicant/Organization agrees to provide full restitution to Simsbury Culture, Parks & Recreation for any damages, thefts, or losses that may occur during the permitted activity including, but not limited to, restitution for damage to any property borrowed from the Town. A monetary security deposit is required for use of the Apple Barn, and must be presented with a signed contract as a separate check made out to the Town of Simsbury.

J. Simsbury Culture, Parks & Recreation Department activities take precedence over any permitted activities.

K. Granting of this permit is not a guarantee that the same facilities will be available in the future.

L. Permit fees and donations are non-refundable and permits are non-transferable (to future dates or other user groups). Cancellations must be reported promptly. Failure to report cancellations will result in revocation of the permit.

M. VIOLATION OF ANY OF THE ABOVE MAY RESULT IN SANCTIONS AND DISCIPLINARY ACTION, ranging from a warning, to immediate revocation of this permit, legal action, or monetary penalties.

N. If a key is being given to the renter, it must be returned to the Simsbury Recreation Department within 2 business days after the event. Security deposits will only be returned after that point if facility has been left in good condition.

O. The Apple Barn can accommodate 90 people seated, 190 standing. The Front Room is 18’ x 28’ (504 square feet); Meeting Room is 29’ x 46’ (1334 square feet); and the kitchen is 12’ x 14.5’ (174 square feet).

P. Use of the kitchen is for re-heating of food only. Food may not be prepared or cooked in the facility. Crock pots and coffee pots may be brought in and used. Extension cords are not supplied.

Applicant Signature_____ Date_____

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: July 7, 2014**

2. **Date of Board Meeting: July 14, 2014**

3. **Individual or Entity making the submission: Richard L. Sawitzke**

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:

   Authorize First Selectman Glassman to sign a Lease agreement for use of the Greenway parking area at the intersection of U.S. 10/202 & S.R. 315. The Resolution provided as part of this agenda item should be read into the record.

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.):**

   Richard L. Sawitzke, Engineering Transition Manager

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. **Board of Selectmen authorization for Lease from 8-1-14 to 7-31-19**
ii. **Town of Simsbury and Conn. Dept. of Transportation**
iii. **Certificate of Insurance, yearly**
iv. **Lease document was previously reviewed by and approved by Town Counsel**
v. **Documents attached**

7. <u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):
The following documents are included with this submission and attached hereto:

Resolution

Letter from Engineering Transition Manager to Board of Selectmen, dated 7/7/14

Letter from Conn. DOT to Mary A. Glassman, dated 5/22/14

Lease Agreement, (pg 1&2, sketch)

State File No. 128-000-073

RESOLUTION

RESOLVED, that Mary A. Glassman, First Selectman, of the Town of Simsbury is hereby authorized to sign the Agreement entitled "Lease Agreement Between State of Connecticut, Department of Transportation and Town of Simsbury State Route 202, U.S. Route 10 and State Route 315 Town of Simsbury, File No. 128-000-073".

"Further, Resolved, that Mary A. Glassman, who is the First Selectman of the Town of Simsbury is empowered to execute and deliver in the name, and on behalf, of the Town of Simsbury lease documents and holds the position until December 2015 for execution of the Lease".

ADOPTED BY THE BOARD OF SELECTMEN OF THE TOWN OF SIMSBURY,

CONNECTICUT THIS 14TH DAY OF JULY 2014.

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Engineering Department

July 7, 2014

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

Dear Selectmen:

Subject: Greenway parking area lease corner of Hopmeadow St./Tariffville Rd.
State file #128-000-073, Rts. 10/202&315

The Town has a no cost lease with the Conn. Dept. of Transportation for a Greenway parking area near the intersection of Hopmeadow St. and Tariffville Rd. The original lease was executed in 1999 for a 5 year term, with two 5 year renewals. The State has prepared a new 5 year lease (8-1-14 to 7-31-19), with two 5 year renewal options.

This parking area is important for Greenway users, and is well used. Therefore, I recommend that a new lease agreement be entered into. The form of the Agreement was previously reviewed.

At this time, the Board of Selectmen needs to authorize First Selectman Glassman to sign the Lease Agreement.

Please contact me if you have any questions.

Sincerely,

Richard L. Sawitzke (97)
Richard L. Sawitzke, P.E.
Engineering Transition Manager

cc: Tom Cooke, Director of Administrative Services
Jerome Shea, P.E., Town Engineer
Gerry Toner, Director of Culture Parks & Recreation

p:\my documents\farmington valley greenway\128-133parkingleaserenewletter-7-7-14.docx

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2484

RECEIVED
JUN 11 2014
TOWN OF SIMSBURY
FIRST SELECTMANS OFFICE

June 6, 2014

Ms. Mary A. Glassman
First Selectman
Town of Simsbury
760 Hopmeadow Street
Simsbury, Connecticut 06070

Dear Ms. Glassman:

Subject: Lease of State Land – Simsbury
Routes 202, 10 and 315
File No. 128-000-073

Enclosed are two copies of the subject Lease Agreement ("Agreement") to be signed before two witnesses, notarized and returned to this office no later than July 23, 2014. **(PLEASE DO NOT DATE PAGE 1).** Please return both original copies of the Agreement, as photocopies are not acceptable.

In addition to the Agreement, the following documents need to be completed and returned with the executed Agreement:

Resolution: A copy of the official Town/City Council Resolution specifically authorizing a Town/City official to execute the Agreement in the name of and on behalf of the Town/City. The purpose of the Agreement and the File Number 128-000-073 should be included. In addition, the Resolution should certify that the authorized signatory has the capacity in their position to sign documents and holds the position as of the date of the execution of the Agreement. The document must be dated on or before the date the Agreement is executed, embossed with the Town/City seal (if there is one), and signed by Town/City Clerk or person of authority other than the signatory of the Agreement.

Certificate of Insurance *(ACORD Form)* with an original signature in accordance with Item 7, Page 3 of the Standard Highway Lease Specifications & Covenants. The effective date of the insurance must be on or before August 1, 2014, the date the Agreement commences.

After receiving all the documents set forth above, the Department of Transportation will sign both copies of the Agreement and submit to the Office of Policy and Management and the Office of the Attorney General for final approval. After their approval is received, this office will send, to your attention, an executed original Lease.

If you should have any questions, please contact me at the above noted telephone number or address.

Very truly yours,

Kathleen M. Fraska
Property Agent II
Leasing Section
Division of Rights of Way

Enclosures

Agreement No. _____

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF SIMSBURY
STATE ROUTE 202, U.S. ROUTE 10 AND STATE ROUTE 315
TOWN OF SIMSBURY
FILE NO. 128-000-073

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this ____ day of _____, 201__, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Terrence J. Obey, Director, Division of Rights of Way, Bureau of Engineering and Construction, duly authorized, and the Town of Simsbury ("Second Party"), a Connecticut municipal corporation, with a mailing address of 760 Hopmeadow Street, Simsbury, Connecticut 06070, acting herein by Mary A. Glassman, its First Selectman, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), for motor vehicle parking in conjunction with a bikeway trail. This is an alternate use on a temporary basis, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the Town of Simsbury, County of Hartford, and State of Connecticut, on the easterly side of State Route 202 and southerly side of State Route 315, with appurtenances thereon, if any, containing approximately 14,000± square feet, as shown on a sketch attached hereto, herein referred to as: "EXHIBIT A".

1. The sole purpose of this Agreement is to allow the Second Party to, and the Second Party agrees that it will, use the Premises for motor vehicle parking in conjunction with a bikeway trail. This is an alternate use on a temporary basis. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in Item 6 of the "Specifications" (referred to and defined in Article 7 hereof) for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing August 1, 2014, to and including July 31, 2019.

3. There shall be no monthly monetary consideration to the State, as long as the Premises remains free to the public.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto, by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. The Second Party may, at its option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated August 29, 2013 ("Specifications"), which is hereby made an integral part of this Agreement by attachment hereto.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District IV Maintenance Office, at (203) 591-3610, to apply for this Permit.

Agreement No. _____

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James Redeker, Commissioner

_____
Name:

By _____ (Seal)
Terrence J. Obey
Director, Division of Rights of Way
Bureau of Engineering and Construction

_____
Name:

Date: _____

STATE OF CONNECTICUT)
) SS: Newington _____ A.D., 201_
COUNTY OF HARTFORD) Date

Personally appeared for the State, Terrence J. Obey, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Director, Division of Rights of Way, Bureau of Engineering and Construction, before me.

My Commission Expires:

_____
Notary Public

WITNESSES:

SECOND PARTY
TOWN OF SIMSBURY

_____
Name:

By _____ (Seal)
Mary A. Glassman
First Selectman

_____
Name:

Date: _____

STATE OF _____)
) SS: _____ _____ A.D., 201_
COUNTY OF _____) City/Town Date

Personally appeared for the Second Party, Mary A. Glassman, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Simsbury, and her free act and deed as Selectman, before me.

My Commission Expires:

_____
Notary Public

Agreement No. _____

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

_____ Date: _____

Secretary
Office of Policy & Management
State of Connecticut

APPROVED:

_____ Date: _____

Attorney General
State of Connecticut

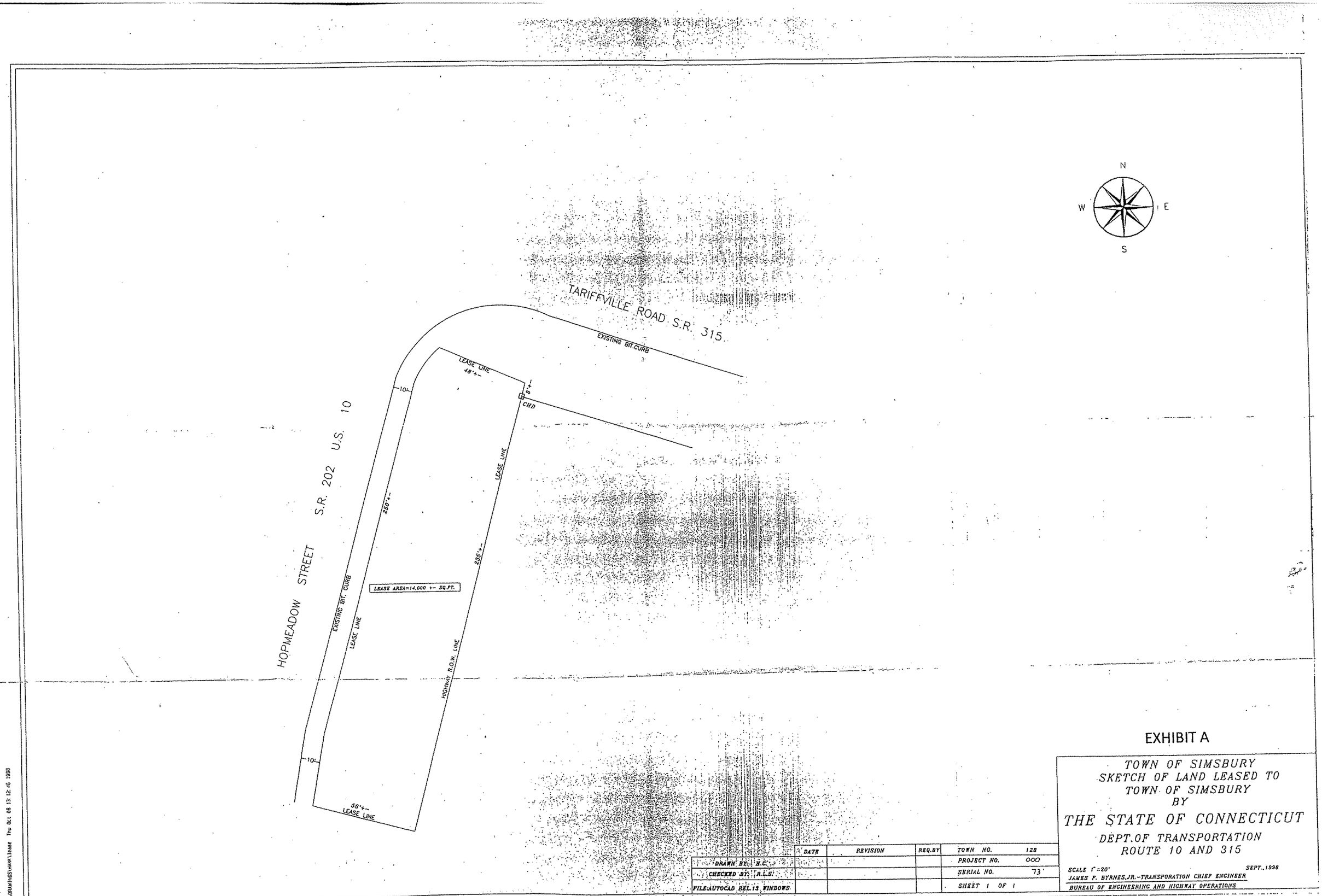


EXHIBIT A

TOWN OF SIMSBURY
SKETCH OF LAND LEASED TO
TOWN OF SIMSBURY
BY
THE STATE OF CONNECTICUT
DEPT.OF TRANSPORTATION
ROUTE 10 AND 315

SCALE 1"=20' SEPT., 1998

JAMES F. BYRNES, JR. - TRANSPORATION CHIEF ENGINEER

BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS

	DATE	REVISION	REQ.BY
DRAWN BY: H.C.			
CHECKED BY: R.L.S.			
FILE:AUTOCAD REL.13 WINDOWS			

TOWN NO.	128
PROJECT NO.	000
SERIAL NO.	73'
SHEET 1 OF 1	

C:\DRAWINGS\HAK\lease Thu Oct 08 13:12:46 1998

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. Title of submission: Nutmeg Network Grant Award

2. Date of submission: June 27, 2014

3. Date of Board Meeting: July 14, 2014

4. Individual or Entity making the submission:

Thomas F. Cooke – Director of Administrative 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:

Review and approve resolution authorizing the First Selectman to execute the Agreement for acceptance of the 2014 Grant to Connect to the Nutmeg Network in the amount of $27,100 for the period of July 15, 2014 to March 15, 2015

Note: Resolution to be read into record.

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.):

Thomas F. Cooke – Director of Administrative Services – (860) 658-3230

7. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

The Town of Simsbury received the attached Grant Award, dated June 24, 2014, awarding the Town $27,100 for the purpose of enabling the Town to connect to the State of Connecticut's fiber-optic network known as the "Nutmeg Network." Approval of the attached resolution is necessary to the receipt of the grant from the office of Policy and Management.

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

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

State of Connecticut – Notice of Grant Award and supporting documentation
Proposed Resolution .

AUTHORIZING RESOLUTION OF THE

TOWN OF SIMSBURY BOARD OF SELECTMEN

CERTIFICATION:

I, Carolyn Keily, the Town Clerk of The Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution adopted by The Town of Simsbury Board of Selectmen at its duly called and held meeting on July 14, 2014, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Simsbury may enter into with and deliver to the State of Connecticut Office of Policy and Management ("OPM") any and all documents which OPM deems to be necessary or appropriate for the Town of Simsbury to accept a **2014 Grant to Connect to the Nutmeg Network** in the amount of Twenty-Seven Thousand One Hundred Dollars ($27,100); and

FURTHER RESOLVED, that Mary A. Glassman, as First Selectman of the Town of Simsbury, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Simsbury and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Mary A. Glassman now holds the office of First Selectman and that he/she has held that office since December 2, 2013.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of July, 2014.

_____

Carolyn Keily, Town Clerk

PLACE SEAL HERE (or "L.S." if no seal

RECEIVED
JUN 26 2014
TOWN OF SIMSBURY
FIRST SELECTMANS OFFICE

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

June 24, 2014

Hon. Mary A. Glassman, First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06483

Grant Award

Dear Ms. Glassman: MAG

Enclosed you will find a Notice of Grant Award (NOGA), in the amount of **$27,100** for the **2014 Grant to Connect to the Nutmeg Network**. This funding is for the time period indicated on the attached award. Please sign and date the NOGA document and return it to OPM within 15 business days.

The NOGA must be accompanied by: (1) a copy of the first and signature page of the municipality's fully executed Network Access Service Agreement (NASA) with the State of Connecticut Department of Administrative Services; and (2) a current resolution passed by the town's legislative body, indicating that the officer that signs the grant award is specifically authorized to do so. Your signature indicates acceptance of all General Grant Conditions and the attached Scope of Work. Please note that any alterations or changes to the award document will result in the award becoming invalid and this offer of funding will be withdrawn.

The NOGA and accompanying documents must be mailed to:

Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Avenue, MS#54 ORG
Hartford, CT 06106-1379
Attn: NUTMEG NETWORK

After the NOGA is fully executed by OPM, a copy will be mailed to you for your records and a payment in the full amount of the grant will be issued.

Please contact Sandra Huber, of my staff, at Sandra.Huber@ct.gov or (860) 418-6293 with any questions regarding this matter. Thank you for your anticipated cooperation.

Sincerely,

W. David LeVasseur, Acting Undersecretary
Intergovernmental Policy Division

Enclosures

OPM-A-16, July 2009

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 Capitol Avenue
MS# 54 ORG
Hartford, CT 06106-1379

NOTICE OF GRANT AWARD

The Office of Policy and Management, Intergovernmental Policy Division, hereby makes the following grant award in accordance with Connecticut General Statutes Section 4-124s of the 2014 Supplement, and in accordance with the grant solitication and the attached grant application, if applicable.

Grantee	Town of Simsbury
Address	Town Hall 933 Hopmeadow Street
City/State/Zip	Simsbury, CT 06070
Town Code	128
State Agency Code	
Federal Employer ID No.	06-6002085

OPM Grant No.	Nutmeg Network-14-41			
Project Title	Grant to Connect to Nutmeg Network			
Date Of Award				
Period Of Award	From: 7/15/2014	To: 3/15/2015		
Amount Of Award	Federal: $	State: $ 27,100.00	Interest: $	
	State Match: $	Grantee Match: $	Other: Specify $	
Total Budget	$ 27,100.00			

Federal Grant Number		CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) Number	
Grantee Fiscal Year	From:	To:	

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions.

BY: _____
Signature of Authorized Official

_____ _____
Typed Name and Title of Authorized Official Date

FOR THE OFFICE OF POLICY AND MANAGEMENT

BY: _____
Signature of Authorized Official

Benjamin Barnes, Secretary _____
Typed Name and Title of Authorized Official Date

For OPM Business Office Use Only

AMOUNT	DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2
	OPM20600	13046	12060	35457	55050	OPM000000001111	124119
	OPM20					OPM00000000	
	OPM20					OPM00000000	

$27,100 Grant to
Town of Simsbury
Connection to the Nutmeg Network

Nutmeg Network-14-41

SCOPE OF WORK

Overview of the Grant:

The **Office of Policy and Management**, Intergovernmental Policy Division, hereinafter referred to as OPM, hereby awards a grant in the amount of **$27,100** to the **Town of Simsbury** to help cover the cost of connecting its central administrative facility to the Nutmeg Network. Specifically, the grant will fund the connection of Simsbury Town Hall, 933 Hopmeadow Street, Simsbury, CT to the Nutmeg Network. OPM will administer the Nutmeg Network grant, in accordance with the Regional Performance Incentive Grant Program established under Connecticut General Statutes Section 4-124s.

Prior to the execution of this grant award by OPM, the **Town of Simsbury** must submit evidence of a fully executed ***Network Access Service Agreement*** (NASA) with the State of Connecticut **Department of Administrative Services** and its **Commission for Educational Technology**, pursuant to Connecticut General Statutes Section 4d-80(c)(9), as amended.

Upon full execution of the grant award documents, OPM shall make a distribution of $27,100 to the Town of Simsbury. Any balance of grant funds remaining after the connection to the central administrative facility is complete must be applied toward other capital and/or operational costs associated with the Nutmeg Network, or otherwise returned to OPM no later than sixty (60) days following closeout of the grant. If connection to the Nutmeg Network has not occurred by the grant expiration date, all grant funds must be returned to OPM.

Note: If grant funds will be used to pay the cost of construction activities outside of existing utility corridors, such as the installation of new conduit or utility poles, the municipality must submit final design plans to OPM for review **prior to the start of construction**. This review is necessary to ensure that construction activities are in compliance with the Connecticut Environmental Policy Act (CEPA). Conn. Gen. Stat. § 22a-1, *et seq*. OPM will make every effort to complete its review in a timely manner, in order to minimize the potential for any construction delays. The municipality may request a no-cost extension to this grant award no later than thirty (30) days prior to the expiration of this grant award, if it is unable to connect to the Nutmeg Network by the original grant end date, due to circumstances beyond its control.

Any final design plans involving construction activities outside of existing utility corridors, or any formal request for a no-cost extension to this grant award, shall either be mailed or e-mailed (PDF) to the following address:

Office of Policy and Management
450 Capitol Avenue, MS# 54 ORG
Hartford, CT 06106-1379
Attn: Sandra Huber
Sandra.Huber@ct.gov

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 CAPITOL AVENUE
MS #54 ORG
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and

b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of $300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of $500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or

entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Iran Certification.

Effective October 1, 2013, this certification must accompany any large state contract. When submitting your bid or proposal, or, if there was no bid process, prior to executing a contract, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America. "Large state contract" has the same meaning as provided in section 4–250 of the Connecticut General Statutes.

SECTION 25: Forum and Choice of Law.

The parties deem the Grant 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 Grant 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 Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 26: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Limitations

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

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

Revised October 2013

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

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

Definitions:

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

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

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

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

individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

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

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

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

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

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

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

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke – Director of Administrative Services

BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. Date of submission: July 1, 2014

2. Date of Board Meeting: July 14, 2014

3. Individual or Entity making the submission:

Jerome F. Shea, Town Engineer

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.):

Approve the attached Resolution accepting a STEAP Grant in the amount of $350,000.00 and authorization to execute Town/State Agreement for improvements of sidewalks and street surfaces on Riverside Road, Drake Hill Road Bridge, and Hopmeadow Street. The Resolution provided as part of this agenda item should be read into the record.

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.):

Jerome F. Shea, Town Engineer

6. **<u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):**
The Town of Simsbury applied a STEAP grant in June of 2011 and has received approval for a grant in the amount of $350,000.00 for improvements to portions of Riverside Road, Drake Hill Road Bridge and sidewalks on Hopmeadow Street. There are no local funds required as part of the acceptance of grant funds. The grant agreement has been reviewed by the Town Attorney and found to be acceptable.

7. **<u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):**
The following documents are included with this submission and attached hereto:

1. Letter to Board of Selectmen dated 7/1/14
2. Recommended resolution required for the agreement.
3. Copy of Town/State agreement.

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Jerome F. Shea - Town Engineer

July 1, 2014

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

Dear Selectmen:

Subject: Acceptance of Grant / Authorization to Sign Agreement
Project No. 128-151, Improvement of Sidewalks and Street Surfaces on Riverside Road, Drake Hill Road Bridge and Hopmeadow Street

I am requesting that the Board of Selectmen consider acceptance of a grant in the amount of $350,000 for improvements to Riverside Road, Drake Hill Road Bridge and Hopmeadow Street. The grant was obtained under a 2012 STEAP grant application; although the formal grant agreement was only recently forwarded to the town for signature. The design of the project has been moving forward in anticipation of receipt of the grant agreement.

The scope of the project includes adjustment to the elevation of Riverside Road to improve roadway access during flooding events, improvements to the Drake Hill Road Bridge, and sidewalk improvements on Hopmeadow Street. The completion of all of these improvements is subject to funding available as part of the grant.

If the Board determines that the grant will be accepted, a resolution is required authorizing the First Selectman to sign the agreement. I have attached a sample resolution for your consideration and action.

I would request that be placed on the agenda for consideration at the next Board of Selectmen meeting. Please contact me if there are any questions.

Sincerely,

Jerome F. Shea, P.E.
Town Engineer

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

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

jshea@simsbury-ct.gov
www.simsbury-ct.gov

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

State Project No. 128-151

RESOLUTION

RESOLVED, that Mary A. Glassman, First Selectman, is hereby authorized to sign the Agreement entitled "STEAP Grant Agreement between the State of Connecticut and the Town of Simsbury for the Improvement of Sidewalks and Street Surfaces on Riverside Road, Drake Hill Road Bridge, and Hopmeadow Street".

ADOPTED BY THE _____ OF THE TOWN OF SIMSBURY, CONNECTICUT THIS _____ DAY OF _____ 2014.

Clerk

Seal

Date

Agreement No.
Core I.D. No.

STEAP GRANT AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE TOWN OF SIMSBURY FOR THE IMPROVEMENT OF SIDEWALKS AND STREET SURFACES ON RIVERSIDE ROAD, DRAKE HILL ROAD BRIDGE AND HOPMEADOW STREET

State Project No. 128-151

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2014, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P. E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the Town of Simsbury, Town Hall, 933 Hopmeadow Street, Simsbury, Connecticut 06070, acting herein by Mary A. Glassman, First Selectman, hereunto duly authorized, hereinafter referred to as the "Municipality".

WITNESSETH, THAT,

WHEREAS, the Office of Policy and Management (OPM) submitted a request to the State Bond Commission to authorize the issuance of Twenty Million Dollars ($20,000,000) in bonds for grants-in-aid to municipalities, and

WHEREAS, the State Bond Commission authorized the issuance of said bonds in the amount of Twenty Million Dollars ($20,000,000) as authorized by Section 4-66g of the Connecticut General Statutes (C.G.S.), as revised, for grants-in-aid to municipalities, and

WHEREAS, the proceeds of the sale of said bonds shall be used by OPM for the "Small Town Economic Assistance Program" (STEAP) pursuant to C.G.S. Section 4-66g, as revised, and

WHEREAS, the Municipality applied for a STEAP Grant, hereinafter referred to as the "Grant", from OPM for the improvement of sidewalks and street surfaces on Riverside Road, Drake Hill Road bridge, and Hopmeadow Street, identified by State Project No. 128-151, hereinafter referred to as the "Project", and

WHEREAS, OPM awarded said Grant in the amount of Three Hundred Fifty Thousand Dollars ($350,000) on January 4, 2012 and has transferred administration of said Grant to the Department of Transportation, and

WHEREAS, Section 13b-4(8) of the Connecticut General Statutes, as revised, authorizes the Commissioner of Transportation to cooperate with local agencies performing activities relating to transportation.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims," as used herein, is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties", as used herein, is defined as a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project", as used herein, is defined as the improvement of sidewalks and street surfaces on Riverside Road, Drake Hill Road Bridge and Hopmeadow Street.

The term "Records", as used herein, is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State", as used herein, is defined as the State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

THE STATE SHALL:

1. Upon proper execution of this Agreement, make available to the Municipality Three Hundred Fifty Thousand Dollars ($350,000) through the Office of State Comptroller's Electronic Fund Transfer, Automated Clearing House ACH (EFT) Program, provided the Municipality has notified the Office of the State Comptroller of a bank account where the Grant can be deposited electronically.

THE MUNICIPALITY SHALL:

2. Complete the documentation required by the Office of State Comptroller in order to participate in the Electronic Fund Transfer ACH (EFT) Program, including designating a bank account where the Grant can be deposited electronically.

3. Designate an individual to act as liaison with the State to provide for the proper interchange of information until the design and construction of the Project is completed. The signatory of this Agreement or the successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies and monitoring the progress of design and construction.

4. Use the proceeds of the Grant solely for the purpose of funding the Project.

5. Perform or have performed by consultants all the activities necessary to accomplish the design and rights of way acquisition phases of the Project.

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996 when architects, engineers, and/or consultants are retained. General Letter 97-1 is attached hereto and hereby made a part of this Agreement.

6. Assume full legal responsibility for the accuracy of all products of its work or that of its consultant(s) or other assistants under this Agreement and so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Municipality responsible for receipt of "official notices".

7. Upon the completion of the design and rights of way activities, the authorized individual within the Municipality responsible for the receipt of "official notices" shall sign and submit to the State the certification form entitled "State Grant Program Completion of Preconstruction Activities Project Certifications" which is attached and made part of this Agreement.

8. Perform the construction phase of the Project utilizing municipal forces or utilize the State authorized method of competitive bidding or the State's Vendor-in-Place program.

9. Upon receipt of construction bids, review all bids for accuracy and conformance to bidding instructions and determine the responsible low bidder.

10. Deliver to the State, prior to the commencement of the construction activities, the following items as applicable:

(a) Documentation that adequate funding is available to construct the Project.

(b) List of all bidders with names of bidders and total bid amount.

(c) Recommendation of award of the construction contract to the responsible low bidder.

(d) Written justification for awarding the construction contract to any bidder other than the lowest bidder.

(e) Contractor's Certification of Compliance with Connecticut General Statute Section 31-57B, which is attached and is made part of this Agreement.

11. Administer construction activities associated with the Project, provide for adequate material testing and inspection of the Project, and make payments to contractor(s).

12. Document expenses by recording all consultant fees, contractor's costs, and all municipal costs, including payroll hours on time sheets, material purchases (including bills), and equipment charges.

Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04 (d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 816," and Supplemental Specifications, as revised.

13. Forward to the State, on a quarterly basis, a narrative of work progress, listing of checks, written amounts of each check, and the total quarterly expenditure.

14. Complete the Project within one thousand ninety-five (1095) calendar days from the execution date of this Agreement unless otherwise authorized in writing by the State.

15. Notify the State, in writing, upon the completion of the Project.

16. Be responsible for the maintenance of the Municipality's facilities constructed as a part of this Project after completion of construction.

17. Permit the State to review, at any time, all work performed under the terms of this Agreement.

18. Reimburse the State for all Project related expenditures incurred in the event the Municipality cancels the Project without "good cause". However, the Municipality may request cancellation of the Project, and if determined by the State to be justifiable and with "good cause", the portion of the Grant not yet expended in conjunction with the Project shall be returned to the State. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause".

19. Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", dated October 31, 2013, a copy of which is attached hereto and hereby made part of this Agreement.

20. Not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Municipality and approved by the State. The Municipality shall furnish to the State certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract.

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

21. That the Grant in the amount of Three Hundred Fifty Thousand Dollars ($350,000) shall be the maximum contribution by the State. All additional costs for the Project will be the responsibility of the Municipality. All Grant funds not expended for the accomplishment of the Project, as determined by audit, shall be returned to the State. Any interest obtained by the Municipality on the Grant funds shall be returned to the State.

22. That the loss or inadequate recording of any cost records concerning the Project will constitute non-eligible cost of the Project.

23. That this Agreement shall be terminated upon mutual consent of the Municipality and the State upon

satisfactory completion of the conditions of this Agreement or upon written notice from the Municipality that it does not wish to proceed with the Project. This Agreement can also be terminated by the State if non-compliance with the terms of this Agreement occurs.

Termination of the Agreement shall not relieve the Municipality or its contractor of its responsibility for the completed work, nor shall it relieve the contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required pursuant to the Connecticut General Statutes or by this or any other agreement with the State or Municipality.

24. That with respect to the operations performed by the Municipality, any consultant, subconsultant(s), prime contractor, or subcontractor(s), under the terms of this Agreement, the Municipality will be required to carry, and shall ensure that the consultant, subconsultant(s), prime contractor or any subcontractor(s) performing work in conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum liability insurance coverage at no direct cost to the State. In the event the Municipality secures excess / umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverage to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a municipal self insurance program.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000).

(c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

With respect to any work involving the construction of real property during the construction phase of the project, Builders Risk Insurance providing coverage for the entire work at the Project site must be obtained. Coverage shall be on a Completed Value form basis in an amount equal to the Project value. Receipt of payment by the Municipality under such policy shall not affect the obligations of the Municipality set forth in Article 23 of this Agreement.

The Municipality and its prime contractor, subcontractor(s), consultant, and subconsultant(s) and their insurers shall have no right of recovery or subrogation against the State, and said insurance carried by the Municipality and prime contractor, subcontractor(s), consultant, and subconsultant(s) shall be its primary coverage. Each required insurance policy shall not be suspended, voided, cancelled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Municipality. The Municipality is also required to comply with the notification requirement if it is performing work related to the Project.

The Municipality shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policies that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

25. That any "Official Notice" from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such Notice:

First Selectman
Town of Simsbury
Town Hall
933 Hopmeadow Street
Simsbury, Connecticut 06070;

(b) Be delivered in person with acknowledgement of receipt or be mailed via United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically - produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is/are to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is/are to be made, provided such subsequent agreement(s) is/are concluded pursuant to the adherence to this specification.

26. That the State will assume no liability for payment under the terms of this Agreement until the Municipality is notified in writing by the State that the Agreement has been approved by the Attorney General of the State of Connecticut.

Agreement No.

The parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By: _____ (Seal)
Thomas A. Harley, P. E.
Bureau Chief
Bureau of Engineering and Construction

Date:_____

TOWN OF SIMSBURY

By: _____ (Seal)
Mary A. Glassman
First Selectman

Date:_____

APPROVED AS TO FORM:

By: _____
Attorney General
State of Connecticut

Date: _____

STATE GRANT PROGRAM COMPLETION OF PRECONSTRUCTION ACTIVITIES PROJECT CERTIFICATIONS
STATE PROJECT NO. 128-151
IMPROVEMENT OF SIDEWALKS AND STREET SURFACES ON RIVERSIDE ROAD, DRAKE HILL ROAD BRIDGE AND HOPMEADOW STREET

I, _____(name)., _____(title), duly authorized by the (City, Town, Borough) of _____ as so signified by this authorization, do certify and attest to the following:

1. Approval and acceptance of all plans, specifications, and estimates as certified by the Engineer below.

   I, _____(Engineer's name), do hereby certify that the geometric design complies with the latest Connecticut Department of Transportation Highway Design Manual criteria, or previously approved digressions from that standard.

   Signed _____ Date _____

   Connecticut P. E. Registration _____ (Stamp or Seal)

2. If applicable, all R. O. W. activities associated with the Project have been addressed and completed prior to the advertisement for construction bids and/or the start of construction. That the purchase price of all properties being acquired represents the fair market value of such property as certified by the Appraiser below.

   I, _____(name), do hereby certify that the appraised property values reflect current fair market value and are fair and reasonable.

   Signed _____ Date _____

   Appraisers Certification Number _____

3. That the Municipality owns or has the responsibility for maintaining the Project for which funding is sought and will be responsible for all future maintenance of the Project. The Municipality shall assume all responsibility and liability for:

a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State.

b) Maintenance of traffic control signals on municipally maintained roadways, and/or State maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30 - day acceptance test period.

c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

4. That all public and private utility relocations have been addressed.

5. That all permits, regulations, executive orders, etc. required from Federal, State, and Local entities have been obtained. The Project is in compliance with the design criteria of the regulations of the State Traffic Commission.

6. That this Project involves activity or critical activity within or affecting the floodplain.
   ___ Yes _____ No

   If yes, the Municipality has received the required permit approvals (via the Department) for activity or critical activity within or affecting the floodplain pursuant to Section 25-68b through 25-68h of the Connecticut General Statutes or an exemption (via the Department) from the Commissioner of the Department of Energy and Environmental Protection from such approval or approval with conditions. ____Yes _____No

7. That the public has been informed of the Project through a public involvement program conducted by the Municipality.

8. That the Office of Policy and Management's General Letter 97-1 has been complied with in regard to retaining the services of architects, engineers, and/or consultants.

Signed _____ Date _____

Officials Title _____ Municipal Seal

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made a part hereof.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) That as a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto, all of which are hereby made a part of this Agreement.

(5) (a) That the Municipality shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(6) Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the Department at law or in equity, under this Agreement including, but not limited to, those relating to damages.

(7) That the municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) **FEDERAL SINGLE AUDIT**: Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of $500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than $500,000 shall be exempt for such fiscal year.

(b) **STATE SINGLE AUDIT**: Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of $300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than $300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit

Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(8) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended,

will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(9) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(10) That 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 Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(11) That the parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

(12) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and its subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(13) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of $35/hour

   A. Corporations Principal is defined as follows:

      a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

      b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3 Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

CERTIFICATE

Of Compliance With

Connecticut General Statute Section 31-57b

****

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **has/has not** *(circle one)* been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following the appeal to the appropriate agency or court having jurisdiction or **has/has not** (*circle one*) received one or more criminal convictions related to the injury or death of any employee in the three year period preceding the bid.

The list of violations (if applicable) is attached.

_____
Name of Firm, Organization or Corporation

Signed: _____
Name Seal

Title: _____

Date: _____

State of)
) ss: A.D., 20____
County of)

Sworn to and personally appeared before me for the above, _____

_____, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of _____, and his/her free act and deed as _____.

My Commission expires: _____
Notary Public Seal

Project No(s).:

Sec. 31-57b. Awarding of contracts to occupational safety and health law violators prohibited. No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. *Gifts:* DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

   The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to $50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars ($10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars ($50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

   This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. *Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:* Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. *Gift Exchanges Between Subordinates and Supervisors/Senior Staff:* A recent change in the Code of Ethics prohibits exchanges of gifts valued at $100 or more between (*i.e.,* to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa)* in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the $100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command.* The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at $100 or more, even though each of the individual contributions is less than $100.

4. *Acceptance of Gifts to the State:* A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. *Charitable Organizations and Events:* No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. *Use of Office/Position for Financial Gain:* DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

   DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. *Other Employment:* DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

   Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

   Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State***: DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at $100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation***: No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

    - ***Confidential Information***: DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.

    - ***Prohibited Representation***: DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

      DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at $50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

    - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;

    - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

    - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

    Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

    In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

    DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

   A. Withholding contract payments until the Contractor is in-compliance; and/or

   B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

Town of Simsbury

66 TOWN FOREST ROAD, P.O. BOX 495, SIMSBURY, CONNECTICUT 06070
Phone (860) 658-3222 Fax (860) 408-5416 E-mail troy@simsbury-ct.gov

~ Thomas J. Roy, P.E. – Director of Public Works ~

BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. **Date of Submission**:

   July 7, 2014

2. **Date of Board Meeting**:

   July 14, 2014

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

   Thomas J. Roy, P.E. – Director of Public Works TJR

4. **Action requested of the Board of Selectmen**

   Authorize the First Selectman to enter into a three year agreement with Paine's Inc. for the operation of the Town's Bulky Waste Facility in accordance with their response to the Town's RFP.

5. **Individual(s) responsible for submission**

   Thomas J. Roy, P.E. – Director of Public Works

6. **Summary of Submission**

   The Town of Simsbury issued a RFP for the operation of the bulky waste facility on May 8, 2014. Two firms responded and Tom Roy and Rich Sawitzke did a thorough analysis and determined Paine's to provide the lowest fees to residents using the Facility. As such, staff has recommended entering into a 3-year contract with Paine's.

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

   - Tom Roy, Memo dated June 26, 2014
   - Rich Sawitzke, Memo dated June 26, 2014
   - Bid Comparison

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Richard Sawitzke - Town Engineer, Engineering Transition Manager

MEMORANDUM

To: Tom Roy, P.E. Director of Public Works

From: Richard L. Sawitzke, P.E.,Town Engineer, Engineering Transition Manger RLS/p

Subject: **Transfer Station Proposals' Comparison**

Date: June 26, 2014

We have compared the CWPM and Paine's proposals. The key comparative figures are:

	Permit	**Bulky Waste**
CWPM	$20/vehicle	$40/c.y.
Paine's	$10/vehicle	$26/c.y.

While these costs clearly indicate the Paine's proposal is more competitive, we have calculated an estimation of total annual fees based on quantities of disposal items and estimated calculations of permitted vehicles using the transfer station.

The result was:

CWPM	$107,293.00
Paine's	$ 64,022.00

Please contact me if you have questions.

cc: Jerome F. Shea, P.E.
Town Engineer

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

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

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

Town of Simsbury

66 TOWN FOREST ROAD, P.O. BOX 495, SIMSBURY, CONNECTICUT 06070

~ Department of Public Works ~

Memorandum: Response to RFP for Operation of Simsbury's Bulky Waste Facility

To: **Mary A. Glassman, First Selectman**

CC: **Jeff Shea, Joe Mancini, Tom Cooke**

From: **Thomas J. Roy, Director of Public Works**

Date: **June 26, 2014**

On May 8, 2014 we issued a request for proposals for the operation of the Town's bulky waste facility on Wolcott Road. On June 3, 2014 we received proposals from two firms: CWPM, LLC of Plainville, CT and Paine's Inc. of East Granby, CT.

In reviewing these proposals, our intent is to ensure the best value for Town residents who use this facility and ultimately pay for the operation through user fees. The selected facility operator will only receive revenue for the operation of the facility from user fees; the Town does not make or receive any payments to the facility operator.

Both respondents currently operate six transfer facilities and have ample experience to manage this facility. In reviewing the proposal from CWPM we had several questions on the submittal and worked with the Town Attorney and CWPM to provide clarification. Upon receiving clarification on CWPM's proposal, it became evident that their user fees would provide a significantly higher cost in user fees to our residents. As a result, I recommend entering into a 3-year contract with Paine's for the operation of the bulky waste facility in accordance with the Town's RFP and the June 3, 2004 submittal from Paine's.

Please let me know if you agree with this recommendation and I will work with the Town Attorney on the preparation of a new contract.

C:\Documents and Settings\roy\Desktop\Memo Transfer Station Award.docx

BID Comparison - Simsbury Bulky Waste Facility

Item	CWPM	Paine's
Permit Fee		
annual permit	$ 20.00 ea	$ 10.00 ea
one week permit	na	$ 5.00 ea
	Unit Cost Unit	Unit Cost Unit
Vehicle Class		
Single small items	*$ 40.00* ***CY***	$ 13.00 each
Full Automobile	*$ 40.00* ***CY***	$ 18.00 vehicle
Auto, Station Wagon, Van	*$ 40.00* ***CY***	$ 26.00 vehicle
Small Pickup Truck, 2-wheel light trailer	*$ 40.00* ***CY***	$ 26.00 **CY**
large pickup truck, tag-along trailer	*$ 40.00* ***CY***	$ 26.00 **CY**
Weight of Load		
Weight of Load	$ 120.00 ton	na
Volume of Load		
Volume of Load	$ 40.00 cy	*$ 26.00 cy*
Items		
Tires - Auto, Motorcycle	$ 10.00 ea	$ 5.00
Tires - Truck, Bus, 4wheel drive	$ 20.00 ea	$ 10.00
Tires - Off-road equipment	25-150 ea	$ 30.00
Appliances with freon or equivalent	$ 25.00 each	$ 25.00 each
Brush, limbs, clean wood	$ 25.00 cy	$ 17.00 cy
Logs	$ 25.00 cy	$ 30.00 cy
Shingels and roofing	$ 120.00 TON	$ 37.00 CY
List Additional Fees		
wood chips	$ 5.00 cy	$ 5.00 cy
propane tanks	$ 5.00 each	$ 5.00 each
crib mattress	$ 10.00 each	$ 10.00 each
full mattress	$ 10.00 each	$ 15.00 each
king/queen mattress	$ 10.00 each	$ 20.00 each
small singe item up to 1/3 cy		$ 10.00 ea
large single item up to 2/3 cy		$ 16.00 ea
Optional items		
msw	$ 5.00 bag	
scrap metal - single item	free	$ 5.00 item
scrap metal - pickup truck	free	$ 10.00 ea
Senior Discount - small items up to 1/3cy		$ (4.00) ea

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 from Zoning Board of Appeals

2. Date of submission: July 3, 2014

3. Date of Board Meeting: July 14, 2014

4. Individual or Entity making the submission: Town Clerk's Office

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

Accept the resignation of Jacqueline Battos (R), 15 August Road, as an alternate member of the Zoning Board of Appeals effective July 3, 2014.

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.):

Carolyn Keily, Town Clerk

7. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

Resignation: Jacqueline Battos
Party: R
Effective Date: July 3, 2014
Board: Zoning Board of Appeals
Term: December 7, 2015

8. <u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):
The following documents are included with this submission and attached hereto:

Signed letter of resignation

7/3/14

I, Jacqueline Battes, resign from the Zoning Board of Appeals Alternate position, effective immediately.

Thank you,

J Battes

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 Mary Glassman; Board members Sean Askham, Cheryl Cook, Nancy Haase, Lisa Heavner and Michael Paine. Others in attendance included State Representative John Hampton, Tom Cooke, Director of Administrative Services and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Mr. Askham made a motion to amend the agenda to recognize Justin Fossum for his home design award. Ms. Cook seconded the motion. All were in favor and the motion passed.

Ms. Glassman introduced Justin Fossum and said he won the Northwest Connecticut Home Design Award. He is loaning the Town this model in front of the Board.

Mr. Fossum said his design is of a Dutch Colonial house. There were three green building concepts to building this model. It is a 2500 sq. ft. house with three bedrooms and 2 ½ baths.

Mr. Fossum started by making a computer aided design drawing and then he built this model.

He will now be going to Alfred University in New York for mechanical engineering.

Ms. Glassman thanked Justin for giving his time on this project and for letting the Town keep it on loan for all to see. She wished him all the best in the future.

PUBLIC AUDIENCE

Robert Kalechman, 971 Hopmeadow Street, asked for a motion to discuss political issues as he saw the State Representative John Hampton was speaking at this meeting. There was no motion.

Mr. Kalechman said there are a lot of abuses in Town bordering on corruption. He said there is a lot going on with the Performing Arts and said there was an incident on Friday night. He said there is an ongoing investigation.

Mr. Kalechman said the State Representative and Senator will be holding and affair at the Simsbury High School and he read an announcement. He said his military record was impeded and doesn't understand why at it is all there in his record.

Mr. Kalechman said the Performing Arts is now a 501c and therefore they can have more secrets. There are still special tickets and seats being given away and that shouldn't happen. He feels this all needs to stop.

Joan Coe, 26 Whitcomb Drive, is also concerned about the non-profit organization for concerts. She said there were 4,000 - 7,000 people at two concerts and there were only 6 - 8 police officers. Also, there were 25 - 35 security agents at these concerts. She was not able to get the correct information. There are signs stating no smoking on site or in the parking lots. She said it was noted that there was smoking and excessive drinking at these concerts and she wants to know why.

Ms. Coe said there was an alleged assault at a concert, which is now being investigated by the Simsbury Police Department. She said an ambulance was called for abusive drinking. She said there were parties in the parking lot before the concerts began. She wants to know what the Town's position is on "tailgating". She said there was a RV parking in a no parking spot during both of the concerts and she wants to know why. She wants an investigation on all these issues and wants to know if Simsbury is able to handle all of these people at these concerts.

Ms. Coe said there was an article in The Hartford Courant about "pot brownies" in the schools. One of the students had to go to the hospital for a reaction to these brownies. She said there was an article about edible marijuana out in Colorado and read part of the article.

Ms. Coe spoke again about the zoning violation at 730 Hopmeadow Street. The owner has a big fee for this violation. The same property owner owns land a 760 Hopmeadow Street which he purchased and said he could "flip it" for a new Senior Center. She feels the Town should not negotiate with this owner as he still owes the Town money for his violations.

Ms. Coe said Tom Garrity donated a lot of money for a fitness center at Simsbury High School. They now want the Garrity name on this room and she doesn't feel this is proper. A donation of money should not be the standard for naming rights.

Sue Bednarcyk, 119 E. Weatogue Street, spoke about land use issues again. She said the Economic Development Task Force does have a lot of positives to it, but the residents do have issues with modifying the zoning issues. This all needs to be dealt with.

Ms. Bednarcyk said the Legislature never helped her with her mom or dad during their medical issues. They were eligible for this help, but no one would help her with what she needed. She feels they have screwed up the last six years of her life, but just not caring and feels it is a very bad process that people have to go through. This issue will not go away.

PRESENTATION

- **Connecticut Still Revolutionary Fan Favorite Town**

Dominique Avery said it is now time to vote for Simsbury for the Connecticut Still Revolutionary Fan Favorite Town on Facebook. This award is for a Town who best embodies the spirit of the State's tourism Still Revolutionary Brand as a place for innovation and ideas.

Ms. Avery said there are many innovations in Simsbury and Simsbury is really the motto of Simsbury. This voting gives everyone a chance to get to know who Simsbury really is.

Ms. Avery said everyone needs to vote on Facebook by going to visit Connecticut, then on the toolbar to the left go to time line and then right click to hashtag CT fan favorite. You have to go through the pictures to get to the blue sign to vote. She said everyone could also put in their own photo, but this must be done before the voting.

Ms. Avery said if Simsbury wins we will not only get the bragging rights, but there will be promotional support, advertising support, etc. and she asked that everyone vote.

- **Update on the Triathlon Event**

Linda Schofield said this Triathlon was a great event for people from outside of Simsbury to see what Simsbury has to offer. She said the event is sponsored by the Town and didn't cost the Town any money and it was put together by volunteers.

Ms. Schofield said usually Triathlons are running, biking and swimming, but this was running, biking and kayaking. Everyone attended with great enthusiasm and there were approximately 68.5% attendees from other towns, with 11% from out of state.

Ms. Schofield said a lot was learned this year and hopefully next year will be even better. She said next year they will use a professional race director. She thanked everyone for their help and support.

- **Legislative Update from State Representative John Hampton**

Representative Hampton gave the Board a package on the "Acts Affecting Municipalities" for their review. He said the budget held municipalities harmless. He said there was funding and grants were added.

Representative Hampton went through his package and said that Keno was removed and the water diversion from the Farmington River was also voted down by the Legislature.

Representative Hampton said there are a lot of opportunities available and said it was an exciting first term for him.

Ms. Glassman said the conference she attended was excellent.

FIRST SELECTMAN'S REPORT

Ms. Glassman said the emergency operations staff participated in this year's statewide emergency preparedness and planning exercise earlier today. This gives the staff an opportunity to communicate with their state counterparts and gives us an opportunity to review our own preparations as we enter into the hurricane season. She thanked everyone for their help in participating in this drill.

Ms. Glassman said she was pleased to announce this year's winners of the Top Dog Contest. They included Sherlock Pasquariello as the cutest dog; Labrador Retriever Davis as the most handsome dog; Cupie Lent who won the smallest dog; and Rosie Devlin as the winner of the cutest big dog. She thanked everyone for their participation.

Ms. Glassman said the Simsbury Recycling Committee is presenting "Let's Talk Trash" with the Deputy Commissioner, Environmental Quality - Department of Energy and Environmental Protection. This event should be very informative and helpful as Simsbury continues to focus on recycling. This program will be held on Monday, June 30th from 6:00 - 7:30 p.m. at Eno Memorial Hall in the Youth Room.

Ms. Glassman reminded everyone that one of the great Farmer's Markets is open for the summer. It can be found at Simsmore Square every Thursday from 3:00 - 6:00 p.m. They will also have a wonderful series of events including "Guest Chef" days and "Sims-b-e-r-r-y Day." More information can be obtained on their website www.simsburyfarmersmarket.com.

SELECTMEN ACTION

a) Approve Tax Refunds

Mr. Askham made a motion to approve tax refunds in the amount of $561.61 as reviewed and recommended by the Tax Collector. Mr. Paine seconded the motion. All were in favor and the motion passed.

Ms. Heavner recused herself from the meeting.

b) Review status of the proposed Zoning Regulation changes for The Hartford Property, 200 Hopmeadow Street, Simsbury

There was no motion at this time and Ms. Heavner rejoined the meeting.

c) Approve $7,000 transfer to the Recycling Committee utilizing rebate

Mr. Askham made a motion to approve the submitted budget for the Recycling Committee year 2014-2015 utilizing rebate from recycling. Ms. Heavner seconded the motion. All were in favor and the motion passed.

d) Amend the project charge to the Public Building Committee for the design and construction oversight of the Henry James Main Office Security Project (Phase 1A) to include the Henry James Interior Hallway Project (Phase 1B)

Mr. Askham made a motion to amend the project charge to the Public Building Committee for the design and construction oversight of the Henry James Main Office Security Project (Phase 1A) to include the Henry James Interior Hallway Project (Phase 1B). Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Authorize the Board of Education to apply for Connecticut school construction grants for capital improvement projects at Squadron Line School and Henry James Memorial School

Ms. Haase read the following motion:

"RESOLVED, that the Board of Selectmen authorizes the Town of Simsbury Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Main Office Security Project at Squadron Line School and a grant for the Main Office Security Project and Interior Hallway Improvement Project at Henry James Memorial School."

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

APPOINTMENTS AND RESIGNATIONS

a) Accept the resignation of Bertram Kaplan (R) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective August 31, 2014

Ms. Heavner made a motion to accept the resignation of Bertram Kaplan as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective August 31, 2014 with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Accept the resignation of Dominick Zackeo (R) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective June 10, 2014

Ms. Heavner made a motion to accept the resignation of Dominick Zackeo as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective June 10, 2014 with our thanks. Ms. Haase seconded the motion. All were in favor and the motion passed.

c) Appoint two Board of Selectmen representatives to the Board of Finance Long Range Plan Sub-Committee

Ms. Cook made a motion to appoint Lisa Heavner and Nancy Haase as Board of Selectmen representatives to the Board of Finance Long Range Plan Sub-Committee. Mr. Askham seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

• Gift and Naming Rights for the Proposed Thomas F. Garrity, Jr. Fitness Center at Simsbury High School

There was no action taken on this issue.

• Joint Board of Selectmen/Board of Finance meeting to discuss Open Space scheduled for Tuesday, July 15, 2014 at 5:00 p.m.

Ms. Glassman reminded everyone that there will be a joint meeting of the Board of Selectmen and Board of Finance on Tuesday, July 15, 2014 at 5:00 p.m. to discuss Open Space.

ACCEPTANCE OF MINUTES

a) Regular Meeting of June 9, 2014

Ms. Cook made a motion to approve the Regular Meeting Minutes of June 9, 2014. Mr. Paine seconded the motion. All were in favor and the motion passed.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel - Ms. Heavner said there will be a meeting to interview labor counsels.
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.

Ms. Haase said the Hazardous Waste event was just a great event for everyone.

ADJOURN TO EXECUTIVE SESSION

a) Update on status of Police Union Pension and Contract Negotiations
b) Discussion and possible action regarding foreclosure of 23 Mountain Road, Simsbury

Mr. Askham made a motion to adjourn to executive session at 8:30 p.m. with Tom Cooke, Director of Administrative Services and Attorney Robert DeCrescenzo, Town Counsel, to update status of Police Union Pension and Contract Negotiations and discuss with possible action regarding foreclosure of 23 Mountain Road, Simsbury. Mr. Paine seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

Ms. Haase made a motion to adjourn from Executive Session at 8:55 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

ADJOURN

Ms. Haase made a motion to adjourn the meeting at 8:55 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

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. Title of submission: FY2015 Compensation for Full-Time Unaffiliated Employees

2. Date of submission: July 9, 2014

3. Date of Board Meeting: July 14, 2014

4. Individual or Entity making the submission:

Thomas F. Cooke – Director of Administrative 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 Personnel Sub-Committee and the full Board of Selectmen approve the proposed Compensation Framework for determination of full-time unaffiliated employee compensation for FY2015.

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.):

Thomas F. Cooke – Director of Administrative Services – (860) 658-3230

7. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

The proposed Compensation Framework attached hereto is consistent with the Compensation Framework adopted by the Personnel Sub-Committee and the full Board of Selectmen for Fiscal Year 2014. The Framework proposes a maximum salary increase of 2.5% (with a potential 0.5% cash component for employees with a superior rating) which includes funding to offset an increase in each employee's OPEB contribution from 0.5% of salary to 1.0% of salary. In the event that the proposed salary adjustments for the Director of Administrative Services, Deputy Director of Administrative Services and Employee Benefits Coordinator are approved, these positions would not be eligible for the FY2015 increases proposed herein.

While these changes track many of the changes in the union contracts, please bear in mind that unaffiliated employees do not receive annual "step" increases at any point in their employment and, accordingly, their percent increases over time are generally lower than the percent increases received by unionized employees.

8. <u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):
The following documents are included with this submission and attached hereto:

FY2015 Compensation Framework for Unaffiliated Employees PROPOSED

FY2015 Compensation Framework for Full-Time Unaffiliated Employees

		Market Reference Range**				
Performance Rating	**Compensation Mix**	**LOW**		**MEDIAN**		**HIGH**
1 Not Satisfactory	**Salary Component %**	0%		0%		0%
2 Meets Standards	**Salary Component %** **Cash Component %**	2.50% 0%		2.00% 0.50%		1.50% 1.00%
3 Superior	**Salary Component %** **Cash Component %**	2.50% 0.50%		2.00% 1.00%		1.50% 1.50%

** Human Resources will be updating the market reference ranges for affected positions prior to implementing salary adjustments. In the event that an employee's compensation is significantly out of line with the market reference range for the position specific adjustments will be recommended for approval by the Personnel Sub-Committee and the full Board of Selectmen.

Proposed Benefits Changes for Full-Time Unaffiliated Employees Hired Before August 12, 2013

- Contribution to the OPEB trust for other post-employment benefits increased from 0.5% to 1.0% of base wages
- Consistent with union contracts, payments to be made by each employee for a total of ten years; amounts are refundable for employees with more than five (5) years of service who leave employment with the Town or who elect not to participate in retiree health care.

Full-Time Unaffiliated Employees Hired After August 12, 2013

- Health insurance premium payments of 20%
- Contribution to the OPEB trust for other post-employment benefits equal to 2% of base wages
- Retirement benefit:
    - Participation in the defined benefit plan with a 7% contribution; or
    - Participation in the defined contribution plan with the Town matching up to 6% of the employee contribution. The Town contribution would vest over a rolling five year period

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. Title of submission: Human Resources Positions

2. Date of submission: July 10, 2014

3. Date of Board Meeting: July 14, 2014

4. Individual or Entity making the submission:

Thomas F. Cooke – Director of Administrative 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:

Approve the following position descriptions and salaries (with funding available within FY2015 budget) for the Town of Simsbury's Human Resources function:

- Director of Administrative Services – revised position description attached hereto with salary of $114,508 effective on and retroactive to July 1, 2014;
- Deputy Director of Administrative Services – revised position description attached hereto with salary of $90,000 effective on and retroactive to July 1, 2014;
- Employee Benefits Coordinator – new position description attached hereto with salary of $68,000 effective upon approval.

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.):

Thomas F. Cooke – Director of Administrative Services – (860) 658-3230

7. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

In the past five years the Town of Simsbury has taken significant steps to professionalize its human resources function, as recognized in the Personnel Study prepared by Lee Erdmann. As a result of these steps, the Town has been able to minimize its dependence on and fees for legal services; conduct audits of various benefits functions resulting in necessary corrections and long-term savings; and consolidate its health care program under one provider, again with significant financial savings.

In order to maintain the human resources function at a professional level, ensure that the Town is able to retain and/or hire the human resources personnel it needs and create the opportunity for succession planning, the position descriptions and associated salaries for the positions of Director of Administrative Services, Deputy Director of Administrative Services and the new position of Employee Benefits Coordinator have been revised and prepared.

The proposal, which includes some reorganization of functions, provides the following additional benefits to the Town of Simsbury:

- Identifies the Director of Administrative Services as lead negotiator for the Town in collective bargaining with Town unions with a corresponding savings in labor counsel costs;
- Adds a strategic planning component to the Director of Administrative Services' human resources function;
- Provides expanded grant preparation and administration capacity in the Deputy Director of Administrative Services function;
- Formally recognizes the role of the Deputy Director of Administrative Services in the following areas (which have accreted over time):
    - Financial analysis and costing of collective bargaining proposals;
    - Budget preparation support and budget analysis for the Finance Department;
    - Preparation of capital projects proposals during the budget process;
    - Service as the Veterans Point of Contact for the Town of Simsbury;
- Recognizes need for expertise specific to health, retirement and other benefit plans for plan auditing, plan administration and plan development;
- Expands capacity for internal plan administration audits;
- By reallocation of responsibilities, provides Deputy Director of Administrative Services additional time for performance of risk management function;
- Provides redundancy for benefit plan administration functions to ensure staffing of those functions;
- Provides structure and appropriate salary ranges to promote succession planning;
- Creates opportunity for expansion of shared services model with the Board of Education capitalizing on the consolidation of health care plans under one plan administrator;

- Provides for review and/or preparation of health care bills in conjunction with Finance Department to ensure accuracy and avoid costly errors; and
- Adds health care expertise to guide the Town through increasingly complex health care regulatory environment.

As previously noted, there is funding available in the current budget to cover the cost of increases in the two existing positions. The Employee Benefits Coordinator position will be covered for one year by the insurance fund. Other sources of funding will be explored thereafter.

8. <u>Description of documents included with submission</u> (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 Position Descriptions for:

- Director of Administrative Services
- Deputy Director of Administrative Services
- Employee Benefits Coordinator

Current Position Descriptions for:

- Director of Administrative Services
- Deputy Director of Administrative Services

Town of Simsbury

TITLE: Director of Administrative Services ***DATE:*** *July 1, 2014*

DEPARTMENT: First Selectman's Office

SALARY RANGE: *$95,000 - $130,000*

POSITION DESCRIPTION:

Highly responsible professional management position working under the general direction of the First Selectman. Primary areas of responsibility include the development and administration of municipal human resources program and providing assistance to the First Selectman in managing the general government operations of the Town.

ESSENTIAL JOB FUNCTIONS:

General Government Operations include:

- Serve as principal professional staff to First Selectman and Board of Selectmen. Responsible for development and production of meeting agendas and supporting documentation.
- Execute ordinances, resolutions, policies, and other actions of the Board of Selectmen and Town Meeting. Supervise and coordinate the administration of various programs, activities, and operations of the Town Government.
- Inform Board of Selectmen and First Selectman of developments in intergovernmental relations that may impact municipality.
- Serve as primary staff liaison to the Town Attorney. Review matters prior to staff referral, coordinate legal review and approval of forms, contracts and other instruments prior to final action by First Selectman and /or Board of Selectmen. Monitor all pending legal claims.
- Member of management team that develops, presents, administers and reports on implementation of operating budget and capital improvement plan.
- Develops grant applications and provides management support for project implementation.
- Performs research and administrative planning functions; studies, analyzes and makes recommendations to First Selectman and Board of Selectmen regarding improvements in organization, procedures and departmental operations which will contribute to greater efficiency and economy.

Human Resources Responsibilities include:

- Responsible for Human Resource Function including drafting and recommending personnel *policies and plans* to the First Selectman and Personnel Sub-Committee, Board of Selectmen; plans for the implementation of a broad range of personnel

management goals; and plans for short and long term resource requirements to meet objectives.

- Administers and / oversees the staffing program, including recruitment, testing reference checking, selection, orientation, transfers and promotions, the compensation program, including position classification, position evaluation, wage administration, performance evaluation, employee training and personnel policies.
- *Works with Town Staff and elected officials on strategic planning and long range goal setting.*
- Administers and / or oversees employee benefits, monitors and administers the Town's Worker's Compensation, Unemployment Compensation and OSHA *compliance* activities; prepares, submits and posts required reports.
- *Serves as lead negotiator in* union contract negotiations and prepares Town contract proposals and strategies, costs union contract demands; conducts grievance hearings and disciplinary hearings, and assists in grievance and interest arbitration.
- Administers and / or oversees maintenance of personnel records including personnel files, rules and regulations, benefit information and confidential employee medical files.
- Coordinates and confers with Federal, State and other agencies and municipalities in matters affecting Town personnel administration.
- *Supervises Deputy Director of Administrative Services and Employee Benefits Coordinator on human resources, compensation and benefits matters.* May assign personnel related tasks to the Executive Secretary.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of the principles and practices of public administration.
- Considerable knowledge of Federal, State and local laws, ordinances, regulations and policies relating to municipal government programs and operations. Considerable knowledge of public sector labor relations, union contracts and grievance procedures under the Municipal Employee Relations Act (M.E.R.A.)
- Considerable ability to administer policies and procedures, including planning, research, decision making and report development and writing.
- Ability to analyze problems and develop and implement programs and activities to address those problems.
- Ability to effectively administer municipal government activities and to supervise work of others.
- *Must be able to communicate effectively with Town staff, elected officials, members of the public and the press. Must have excellent written and oral communication skills.*

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.

- Ability to use hands to finger, handle, operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout Town buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED QUALIFICATIONS (Minimum)

- Graduation from an accredited college with an MPA/MBA or Law Degree with a minimum of five years of progressively responsible experience with public/personnel administration in the municipal setting.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive if every task and responsibility.

Town of Simsbury

TITLE: Deputy Director of Administrative Services

DATE: July 1, 2014

DEPARTMENT: First Selectman's Office

SALARY RANGE: $65,000 - $100,000

POSITION DESCRIPTION:

Responsible for assisting the Director of Administrative Services with the development and administration of the Town's human resources program *and for* supporting the First Selectman and the Board of Selectmen with Town initiatives and operations. Has primary responsibility for the Town's risk management program and a supporting role for budget preparation and analysis under the direction of the Director of Finance.

SUPERVISION RECEIVED:

Works under the direction of the Director of Administrative Services. With respect to risk management and budget analysis responsibilities, works under the direction of the Director of Finance and the First Selectman.

ESSENTIAL JOB FUNCTIONS:

Human Resources Responsibilities include:

- Provides support in the collective bargaining process including development and preparation of proposals for presentation, analysis and evaluation of proposals received, attendance and participation at negotiation, mediation and/or arbitration sessions, maintaining files and transcribing notes from meetings.
- Drafts correspondence concerning grievances for review and ensures timelines set forth in the collective bargaining agreements are met.
- Supports the Director of Administrative Services in administering and evaluating the staffing program, including recruiting, testing, reference checking, selection, orientation, transfers and promotions.
- Works with department directors to prepare for upcoming vacancies by evaluating and updating job descriptions.
- Provides administrative support in administering the compensation program, including salary surveys, position classification, position evaluation, wage administration and performance evaluation.
- Researches, analyzes and edits data as required, completes special projects and reports, such as the EEO-4 report, and assignments, under deadline pressure, with speed and accuracy.
- Maintains confidential human resources files and records.

- Provides oversight of Employee Benefits Coordinator and serves as technical back-up for benefits administration.

Risk Management Responsibilities include:

- Develops a Risk Management program to be implemented in each Town department which is designed to minimize the risk of injuries, accidents and associated costs.
- Assists in tracking and scheduling employee safety training
- Serves as Chair of the Town Management-Employee Joint Safety Committee and coordinates all meetings.
- Coordinates safety inspections and audits, makes safety recommendations and follows through on implementation.
- Responsible for Worker's Compensation reporting.
- Complies with requirements of OSHA Standards, other legislation and related Occupational Health and Safety Procedures developed by the Town.
- Works closely with the Town's insurance carrier to update property schedules, evaluate the risk potential for proposed events or initiatives.
- Responsible for submitting incident reports, reports of injury and loss notices as well as notices of legal action and for coordinating coverage with the Town's insurance carrier(s).

Retirement Benefits Administration includes:

- In collaboration with the Employee Benefits Coordinator, administers the Town's defined benefit and defined contribution plans including but not limited to:
    - Initiating and terminating pension distributions for retirees;
    - Monitoring and verifying pension distribution amounts;
    - Meets with employees to review pension plan retirement options; and
    - Provides administrative back-up to the Employee Benefits Coordinator

Budget Analysis Responsibilities include:

- Works with the First Selectman, Director of Administrative Services and the Director of Finance on the preparation of budgets and has primary responsibility for gathering relevant information and preparing the annual Capital Improvement Program (CIP) recommendations.
- Prepares the First Selectman's budget presentations for town budget hearings, public hearings and workshops.
- Supports the Finance Director with preparing budget documents and coordinating legal notices for publication and distribution online and in newspaper.
- Supports the Finance Director by working with Town departments to evaluate budget status information throughout the year.
- Provides financial analysis support in the collective bargaining process including preparation of financial models and scenarios and quantifying the financial impact of union and Town proposals.

Project Management and General Government Operations include:

- Serves as the Veterans Point of Contact for the Town of Simsbury.
- Assists the Director of Administrative Services with policy development and implementation, receiving visitors and calls, handling confidential information and answering routine procedural questions.
- Represents the office of the Director of Administrative Services in Town meetings and meetings with the public.
- Develops and maintains web-based and e-mail based communications programs, including communications content, for dissemination of information from the First Selectman's Office and the Director of Administrative Services to Town residents and Town employees on a routine basis and in the context of emergency operations.
- Prepares annual report in consultation with the Chair of the Board of Finance.
- Schedules and coordinates various training seminars, various employee programs, or special events.
- Processes forms and documents within generally established procedures. Checks for adherence to requirements and accepted administrative practice. Prepares materials for meetings in accordance with FOIA requirements. Compiles activity reports.
- Works with department heads to identify grant opportunities and provides support in the preparation and filing of grant applications.

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

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- Strong knowledge of Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Proficiency with personal computers and ability to work with Town technical staff on the development and maintenance of websites, use of software and use of web-based applications and social networks.
- Considerable ability in oral communications and written communications.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the First Selectman's Office and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, Town officials, representatives of other agencies, and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.

- Ability to talk and hear.
- Ability to use hands to finger, handle, operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout Town buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED MINIMUM QUALIFICATIONS:

Masters of Public Administration or equivalent public and/or private sector employment experience which includes training and/or experience with finance, human resources and collective bargaining. Experience with human resources and benefit administration is beneficial.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

Town of Simsbury

TITLE: Employee Benefits Coordinator

DATE: July 1, 2014

DEPARTMENT: First Selectman's Office

SALARY RANGE: $55,000 - $75,000

POSITION DESCRIPTION:

Responsible for administration of Town's employee benefit programs, serving as primary contact for employees, management, and vendors on benefits matters. In coordination with the Deputy Director of Administrative Services, directs and plans the day-to-day operations of the Town's health, dental, disability, worker's compensation, life insurance, HSA plans for active and retired employees. Supports the Director of Administrative Services and the Deputy Director of Administrative Services with union contract negotiation and administration and assists as necessary with day-to-day human resources matters.

ESSENTIAL JOB FUNCTIONS:

Retirement Benefits Administration includes:

- In collaboration with the Deputy Director of Administrative Services, administers the Town's defined benefit and defined contribution plans including but not limited to:
    - Coordinating the calculation of pension benefits and estimates;
    - Determining and processing proper pension deductions;
    - Processing requests for benefit calculations and beneficiary designation change forms;
    - Assisting employees with enrollment in defined contribution plans, designation of beneficiaries and roll-over of defined contribution plan savings; and
    - Providing administrative back-up to the Deputy Director of Administrative Services.

Health and Other Benefits Administration includes:

- Coordinates daily benefit processing including new enrollments, COBRA, terminations, HIPPA, changes, beneficiaries, disability, death claims and health & dental claim resolution.
- Resolves discrepancies and provides information in non-routine situations.
- Provides superior service to employees, management and union representatives.
- Investigates new benefit programs, improvements to existing programs, supervises and monitors benefit plans and benefit vendor performance:
    - Performs monthly contribution and vendor payment audits;
    - Analyzes the current benefits, evaluating the usage, services, coverage, effectiveness, cost, plan experience, and competitive trends in benefits programs;

  - Reviews both short and long range cost estimates projections;
  - Surveys industry trends, analyzes complex benefit information, forecasts trends and assists with future benefit designs;
  - Assists in the management, negotiation and implementation of the renewal process in collaboration with the Director of Administrative Services, Finance, vendors and brokers;
  - Develops specific recommendations and long-range objectives in conjunction with the Town's advisors for review by the Director of Administrative Services and Finance; and
  - In collaboration with the Director and Deputy Director of Administrative Services and Finance, monitors administrative costs of benefit programs and recommends cost containment strategies.
- Coordinates the annual Health Fair and Open Enrollment and promotes both events to active and retired employees
- Administers the Town Wellness Program and coordinates annual health evaluations and supports the Finance Department in calculating incentive payments due to participating employees.
- Oversees maintenance of employee benefit files and updates employee benefits records as necessary.
- In collaboration with Finance Department, gathers employee data and oversees the processing of monthly billings and the preparation of vouchers for payment of administrative fees and premiums for all benefit plans.
- Recommends plan design changes to maximize employee health and cost efficiencies;
- In collaboration with the Deputy Director of Administrative Services, develops and coordinates return to work and absence management programs and initiatives.
- In collaboration with the Executive Secretary to the First Selectman, consolidates and maintains employee database and records, prepares regular benefit reports extracting data from the database, develops and maintains forms (benefit enrollment, finance action forms, pension and HR action/ status change forms).
- Researches and assists with strategies to implement employee "self-service" management as it relates to the Town's compensation, benefit and pension plans.

Employee Communications includes:

- Provides training to employees, department heads, supervisors and union leadership to insure understanding of the Town's benefits programs, processes and procedures.
- Develops communication tools to enhance understanding of the Town's benefits package.
- Designs and distributes materials for benefit orientations, open enrollment and summary plan descriptions.
- Creates and conducts presentations related to the Town's benefit programs.

Compliance includes:

- Assists the Director of Administrative Services and the Deputy Director of Administrative Services with compliance with applicable State and Federal government regulations

including but not limited to ACA, HIPAA, FMLA, Workers Compensation, OSHA and ADA.
- Assures timeliness and accuracy of required filings.

Human Resources support includes:

- Supports the Director of Administrative Services and the Deputy Director of Administrative Services with union contract negotiation and administration and assists as necessary with day-to-day human resources matters.
- Conducts new hire orientations, on-boards new employees including the coordination of drug testing, physicals, and completion of paperwork, reviews paperwork submitted by new employees, files paperwork appropriately and performs follow-up as necessary.
- Reviews paperwork submitted by new employees and files appropriately and performs follow up as necessary.
- Coordinates the mandatory drug testing program and schedules physicals for new employees.

ADDITIONAL JOB FUNCTIONS:

- Prepares monthly health insurance bills to retirees and COBRA participants for review by the Deputy Director of Administrative Services and the Finance Department.
- [Pending:] Provides back-up support for Board of Education employee benefits staff in connection with administration of health care programs.
- May perform additional tasks and duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

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- Strong knowledge of Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Considerable ability in oral communications and written communications.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the First Selectman's Office and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, Town officials, representatives of other agencies and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to finger, handle, operate objects, tools, or controls and reach with hands and arms.

- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Work environment includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout Town buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED MINIMUM QUALIFICATIONS:

A Bachelor's degree with a minimum of five years of employee benefits experience in the public and/or private sector. Must be a Certified Employee Benefit Specialist (CEBS) or must be willing to become a CEBS within the first two years of employment. Human Resources certification by the Society for Human Resources Management (SHRM) a plus.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

– Current –

Town of Simsbury

TITLE: Director of Administrative Services

DEPARTMENT: First Selectman's Office **DATE:** November 9, 2009

POSITION DESCRIPTION:

Highly responsible professional management position working under the general direction of the First Selectman. Primary areas of responsibility include the development and administration of municipal human resources program and providing assistance to the First Selectman in managing the general government operations of the Town.

ESSENTIAL JOB FUNCTIONS:

- Serve as principal professional staff to First Selectman and Board of Selectmen. Responsible for development and production of meeting agendas and supporting documentation.
- Execute ordinances, resolutions, policies, and other actions of the Board of Selectmen and Town Meeting. Supervise and coordinate the administration of various programs, activities, and operations of the Town Government.
- Perform research and administrative planning functions, study, analyze and make recommendations to First Selectman and Board of Selectmen regarding improvements in organization, procedures and departmental operations which will contribute to greater efficiency and economy.
- Inform Board of Selectmen and First Selectman of developments in intergovernmental relations that may impact municipality.
- Serve as primary staff liaison to the Town Attorney. Review matters prior to staff referral, coordinate legal review and approval of forms, contracts and other instruments prior to final action by First Selectman and /or Board of Selectmen. Monitor all pending legal claims.
- Member of management team that develops, presents, administers and reports on implementation of operating budget and capital improvement plan.
- Develops grant applications and provides management support for project implementation.
- Responsible for Human Resource Function including drafting and recommending personnel management policy to the First Selectman and Personnel Sub-Committee, Board of Selectmen, and plans for the implementation of a broad range of personnel management goals; plans for short and long term resource requirements to meet objectives.
- Administers and/or oversees the staffing program, including recruitment, testing reference checking, selection, orientation, transfers and promotions, the compensation program, including position classification, position evaluation, wage administration, performance evaluation, employee training and personnel policies.

- Administers and/or oversees employee benefits, monitors and administers the Town's Worker's Compensation, Unemployment Compensation and OSHA activities; prepares, submits and posts required reports.
- Participates in union contract negotiations and prepares Town contract proposals and strategies, costs union contract demands; conducts grievance hearings and disciplinary hearings, and assists in grievance and interest arbitration.
- Administers and/or oversees maintenance of personnel records including personnel files, rules and regulations, benefit information and confidential employee medical files.
- Coordinates and confers with Federal, State and other agencies and municipalities in matters affecting Town personnel administration.
- Supervises Administrative Services Clerk, Receptionist and may assign tasks to the Executive Secretary.
- Ensure the implementation and maintenance, within the organization, of an effective system of management for occupational health and safety requirements consistent with OSHA standards, other legislative requirements and established best practices.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of the principles and practices of public administration.
- Considerable knowledge of Federal, State and local laws, ordinances, regulations and policies relating to municipal government programs and operations. Considerable knowledge of public sector labor relations, union contracts and grievance procedures under the Municipal Employee Relations Act (M.E.R.A.)
- Considerable ability to administer policies and procedures, including planning, research, decision making and report development and writing.
- Ability to analyze problems and develop and implement programs and activities to address those problems.
- Ability to effectively administer municipal government activities and to supervise work of others.

REQUIRED EQUIPMENT OPERATION:

- Drives a motor vehicle, operates a personal computer and standard office equipment.

REQUIRED PHYSICAL EFFORT:

- Must be able to sit at desk or stand over extended periods of time and work continuously for extended periods of time. Must be able to carry reports and office equipment weighing up to 25 pounds. Must be able to move throughout the Town Hall and other Town Buildings and sites. Must be able to get into and out of an automobile.

REQUIRED QUALIFICATIONS (Minimum)

- Graduation from an accredited college with an MPA/MBA or Law Degree with a minimum of five years of progressively responsible experience with public/personnel administration in the municipal setting.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive if every task and responsibility.

- current -

Town of Simsbury

TITLE: Deputy Director of Administrative Services

DEPARTMENT: First Selectman's Office **DATE:** December 12, 2011

SALARY RANGE: $65,000 - $95,000

POSITION DESCRIPTION:

Responsible for assisting the Director of Administrative Services with the development and administration of the Town's human resources program, supporting the First Selectman and the Board of Selectmen with Town initiatives and operations. Has primary responsibility for the Town's risk management program under the direction of the Director of Finance.

SUPERVISION RECEIVED:

Works under the direction of the Director of Administrative Services. With respect to Risk Management responsibilities, works under the direction of the Director of Finance.

ESSENTIAL JOB FUNCTIONS:

- Provides support in the collective bargaining process including development and preparation of proposals for presentation, preparation of financial models and scenarios, maintaining files and quantifying union and Town proposals and transcribing notes from meetings.
- Develops a Risk Management program to be implemented in each Town department which is designed to minimize the risk of injuries, accidents and associated costs.
- Assists the Director of Administrative Services with policy development and implementation, receiving visitors and calls, handling confidential information and answering routine procedural questions.
- Represents the office of the Director of Administrative Services in Town meetings and meetings with the public.
- Has primary responsibility for developing and maintaining web-based and e-mail based communications programs, including communications content, for dissemination of information to Town residents and Town employees on a routine basis and in the context of emergency operations.
- Works with the Director of Administrative Services and the Director of Finance on the preparation of budgets and has primary responsibility for gathering relevant information and preparing the annual Capital Improvement Program (CIP) recommendations.
- Prepares annual report in consultation with the Chair of the Board of Finance.
- Drafts correspondence concerning grievances for review and ensures timelines set forth in the collective bargaining agreements are met.

- Supports the Director of Administrative Services in administering and evaluating the staffing program, including recruiting, testing, reference checking, selection, orientation, transfers and promotions.
- Provides administrative support in administering the compensation program, including position classification, position evaluation, wage administration and performance evaluation.
- Assists in tracking and scheduling employee training and coordinating the Safety Committee Program.
- Researches, analyzes and edits data as required, completes special projects and reports, such as the EEO-4 report, and assignments, under deadline pressure, with speed and accuracy.
- Performs routine administrative procedures involving the Town's health insurance plans including, but not limited to, the processing of enrollment and termination information and the administration of COBRA and HIPAA.
- Performs routine administrative procedures involving the Town's pension plans including, but not limited to, initiating and terminating pension distributions for retirees, monitoring and verifying pension distribution amounts, and the processing of requests for benefit calculations and beneficiary designation change forms.
- Maintains confidential human resources files and records.
- Processes forms and documents within generally established procedures. Checks for adherence to requirements and accepted administrative practice. Prepares materials for meetings in accordance with FOIA requirements. Compiles activity reports.
- Schedules and coordinates various training seminars, various employee programs, or special events.
- Responsible for Worker's Compensation reporting.
- Reviews paperwork submitted by new employees and files appropriately and performs follow up as necessary.
- Coordinates the mandatory drug testing program and schedules physicals for new employees.

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as assigned.
- Comply with requirements of OSHA Standards, other legislation and related Occupational Health and Safety Procedures developed by the Town.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

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- Proficiency in Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Proficiency with personal computers and ability to work with Town technical staff on the development and maintenance of websites, use of software and use of web-based applications and social networks.
- Considerable ability in oral communications and written communications.

- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the First Selectman's Office and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, Town officials, representatives of other agencies, and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to finger, handle, operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout Town buildings and sites.

REQUIRED MINIMUM QUALIFICATIONS:

Masters of Public Administration or equivalent public and/or private sector employment experience which includes training and/or experience with finance, human resources and collective bargaining. Experience with human resources and benefit administration is beneficial.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

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. Title of submission: Part-Time Engineering Project Manager Position

2. Date of submission: July 10, 2014

3. Date of Board Meeting: July 14, 2014

4. Individual or Entity making the submission:

Jerome F. Shea, P.E. – Town Engineer
Thomas F. Cooke – Director of Administrative 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:

Approve the attached Part-Time Project Manager job description for a one-year period enabling the Town to utilize the knowledge and skill sets of Richard Sawitzke as a cost-effective alternative to contracting out the work.

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.):

Jerome F. Shea, P.E. – Town Engineer – (860) 658-3260
Thomas F. Cooke – Director of Administrative Services – (860) 658-3230

7. <u>Summary of Submission</u> (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 <u>additional</u> information in an attached memorandum.):

On June 30, 2014 the Personnel Sub-Committee was asked to consider the retention of Richard Sawitzke, former Town Engineer, in a part-time role in connection with several capital projects scheduled for FY2015. The Personnel Sub-Committee asked for a job description for the position as well as data on the prior use of consultants in connection with capital projects by the Town of Simsbury. That information is attached.

Mr. Sawitzke's retention would be subject to the following conditions:

- The Part-Time Project Manager position is terminable at-will by the First Selectman at any time and for any reason. In the absence of termination at an earlier date, the position will terminate on June 30, 2015.
- The Part-Time Project Manager shall work only on the projects and only for the total hours identified in Mr. Shea's Memorandum of June 26, 2014 which is attached hereto.
- The Part-Time Project Manager shall work a maximum of nine (9) days per month at a maximum of eight (8) hours per day (a total of 72 hours per month). The position shall be compensated at the amount of $53.30 per hour. The incumbent shall not be entitled to holiday, vacation pay or any retirement or retirement savings benefits in connection with this position. This shall not affect the incumbent's entitlement to benefits provided in connection with prior employment with the Town of Simsbury.

This proposal is being offered as the most cost-effective way to move forward with the specified capital projects as it takes full advantage of Mr. Sawitzke's intimate knowledge of the projects, his specific skill sets and his comparative cost with outsourcing options.

8. <u>Description of documents included with submission</u> (All documents must be in final form and signed by the appropriate party.):
The following documents are included with this submission and attached hereto:

- Shea Memorandum, July 10, 2014 including position description
- Shea Memorandum , June 26, 2014

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Engineering Department

MEMORANDUM

To: Thomas Cooke, Director of Administrative Services

From: Jerome F. Shea, P.E., Town Engineer JFS

Subject: **Part Time Project Manager Position**

Date: July 10, 2014

Attached is a draft job description for a Part Time Project Manager position proposed for FY 2015. The position is being requested in consideration of the backlog of capital projects and the anticipated number of private development projects that will be active during the fiscal year.

As you are aware, the Engineering Department routinely employs consultants to assist in the planning, design, and construction administration of capital projects as a normal course of business. The Department currently has several consultants providing various professional services in support of many of our active and programmed projects. These consultants as a routine course of business apply hourly rates for services that account for their burden, fringe, overhead and profit (BF&O) that generally included a multiplier of 2.5- 3.0 times hourly salary rates. The employment of a part time project manager will provide a good value to supplement staffing for select professional services without the additional cost of salary markup and without the cost of full benefits enjoyed by a full time employee.

The Department is fortunate to have the former Town Engineer / Director of Capital Projects available to fill this position under these financial terms to assist the Town Engineer in addressing the backlog of projects and increased activity of private development. As indicated in the FY 14/15 Budget Narrative, private development levels have reached a 20-year record level in Simsbury. There are 23 projects either under review, administration or construction with a site work value in excess of $12 million. The Engineering Department's review and monitoring of these projects are essential for assuring that the interests of the Town are met and that private development projects are successfully carried out.

Attached is a matrix of capital projects from 2010 to present that required consultant services outside the department. Also attached is a suggested job description for this part time position for your consideration.

Let me know if there is any additional information that you may require.

cc: Mary A. Glassman, First Selectman

Simsbury Engineering Dept.
Contracted Professional Services
for Projects 2010-2014

Project	Architect-Engineer	Survey	Design-Drafting CAD	Project Manger Field Engr.	Test Lab-Special Engineer
Tariffville School	x	x		x	x
Squadron Line Generator	x			x	x
Henry James Boiler	x			x	x
Eno Fire Suppression & Entry	x	x		x	
Tootin' Hill School Roof	x			x	
Park & Golf Service Center		x	x		x
Tunxis Pump station	x			x	
Golf Clubhouse Drive		x	x		
Golf Cart Building		x	x		
Town Office Lighting	x				
Eno Interior Restoration	x				
Latimer Ln. School Roof	x			x	
Simsbury Farms Main Bldg.	x	x			x
Hopmeadow Streetscape		x	x		
Wolcott Pump Station	x			x	
Memorial Park-Central Sch. Park		x	x		
Emergency Generators-Schools	x			x	
West Street Sidewalk		x	x		
Regional Probate Court	x				
Owens Brook Blvd. Multi-Use Pa		x	x		
Drake Hill Bridge Deck	x			x	
Riverside Rd. drains-paving		x	x		
Tariff. Green lights & walk	x	x	x		
Town Forest Rd. Gas Line		x	x		
DPW campus sewers		x	x		
Bushy Hill Sewer		x	x		
Deer Park Sewer		x	x		
Pheasant La. Sewer		x	x		
Russell La. Sewer		x	x		
Tariffville Connection	x				
Emergency Generators II	x			x	
Eno-Town Hall Roof	x			x	

Town of Simsbury

TITLE: Part Time Project Manager **GRADE:**

DEPARTMENT: Engineering **DATE:** July 9, 2014

POSITION DESCRIPTION:

Responsible for administrative, professional and technical engineering work in planning, organizing and managing of capital projects and special projects in the Engineering Department. Under the supervision of the Town Engineer, develops plans and specifications for Town maintenance and improvement projects, reviews work performed by consulting engineers, reviews subdivision and site plans, administration and inspection of construction projects and preparing studies and budget estimates for Town and School capital projects.

ESSENTIAL FUNCTIONS:

- Works with Engineering Department staff in the review of plans, designs, construction specifications, technical reports, for conformance to engineering standards and other assistance to the Town Engineer.
- Responsible for the technical developments of engineering plans and specifications for capital improvement projects, of subdivision reviews, or reviews of private development affecting public property, and of other division assignments.
- Participates directly in monitoring the design and development of plans and specifications for selected complex projects including water, street, sewer and drainage systems and landfill and recycling systems.
- Coordinates and communicates technical input for Town and school capital projects to the Town Engineer, consulting engineers and architects, prospective contractors, government agencies, general public, and town staff relating to capital improvement programs.
- Responsible for directing design, evaluation and administration for new capital projects, alterations and additions or extensions of public facilities.
- Confers with State and federal officials regarding assigned projects.
- Utilizes computer technology, through staff or consulting services, in order to provide relevant information for project development and monitoring. Participates in the development and implementation of GIS system.
- Prepares specifications for consulting services in engineering and capital program design. Assist with management and performance of inspections of capital improvement projects by Town staff and consultants.
- Monitors, supervises and enforces construction contract work; provides engineering assistance to construction personnel interpreting plans and specifications; administers contracts prepared internally and by outside Consulting engineers and architects.
- Conducts investigations, analyzes and reports on special problems with assistance of staff.
- Participates in grant application development and administration of grant programs.
- Performs other related duties as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of the principles and practices of modern civil engineering, particularly as applicable to municipal public works, planning subdivisions, zoning site plans, special studies and investigations, and construction of general public facilities projects.
- Thorough knowledge of the investigation, design and construction of general public works projects.
- Thorough knowledge in the administration of capital improvement projects and related budgets.
- Ability to organize, direct and coordinate the work of technical and professional personnel engaged in various municipal engineering activities.
- Considerable ability to establish and maintain effective working relationships with co-workers, developers, vendors, contractors, consultants, other governmental agencies and the general public.
- Ability to effectively communicate both orally and in writing.
- Ability to make concise and effective technical reports and to direct the preparation and maintenance of engineering records.
- Ability to establish and maintain effective working relationship with employees, other Town officials and the public; possess working knowledge of microcomputer civil engineering applications.

REQUIRED EQUIPMENT OPERATION:

- Drive a car, operate office equipment including but not limited to PC and Computer Aided Design Systems.

REQUIRED PHYSICAL EFFORT:

- Able to walk 1-2 miles over terrain under construction.

REQUIRED MINIMUM QUALIFICATIONS:

- Graduation from college with a B.S. degree in Civil Engineering plus 10 years of progressively responsible employment in civil engineering including 5 years of project management experience, or equivalent

SPECIAL REQUIREMENTS:

- Must possess a State of Connecticut Professional Engineer's license.
- Connecticut motor vehicle operator's license.

Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495 SIMSBURY, CONNECTICUT 06070

Engineering Department

MEMORANDUM

To: Thomas Cooke, Director of Administrative Services

From: Jerome F. Shea, P.E., Town Engineer JFS

Subject: **Part Time Project Manager Proposal – FY 2015**

Date: June 26, 2014

This memo provides a plan for continuing services of the former Town Engineer and Director of Capital Projects in the role as a Part Time Project Manager for specific projects where there is significant knowledge and history and these services provide are a good value for the town.

I have reviewed our current project workload and identified specific projects in discussion with Richard Sawitzke where there are opportunities for him to add significant value at a reasonable cost for these services. I have also identified funding presently available within the project budgets that would fund these proposed services. Services provided for transitioning services by Richard Sawitzke in FY 2014 proved to be invaluable in continuing progress on legacy projects and for providing the transfer of knowledge to the new Town Engineer.

Below is a listing of projects with project specific man-hour estimates for funding this part time position in FY 2015. This proposal is based on services being provided as needed up to 72 hours per month consistent with the previous arrangement during the transition in FY 2014.

1. Ethel Walker Open Space Administration Services

Rich Sawitzke has administered most of the Ethel Walker land acquisitions funded through the CT DEEP Open Space Grant Program. His experience with this process will ensure that all documentation is completed on a timely basis in consideration of the planned closing of Parcel C in the fall of 2014. An estimated budget for these services of $2,000 will be provided from consulting services included in FY 2015 Engineering Department budget.

2. Tariffville Greenway Connection – Farmington Valley Greenway

This project required coordination with the Town of Bloomfield, DOT, the design consultant and the regulatory agencies to find an appropriate alignment for this connection. Rich's knowledge of these aspects of the project along with his knowledge of land ownership along the potential routes will be

invaluable in recommending the appropriate route. An estimated budget for these services of $4,000 will be provided from the Multi-Use Trail Connections project approved as part of the FY 2015 capital budget.

3. Geographic Information System Development

Rich Sawitzke has developed a portion of the storm drainage system data set for the GIS system through research and interpretation of various sources of information available in the departmental records. Rich's history and knowledge of these records make this research more efficiently completed by an experienced engineer. An estimated budget for these services of $6,000 Funds for these services will be provided from the GIS support component of the Technology Project approved as part of the FY 2015 capital budget.

4. Sanitary Sewer Design Services

Rich Sawitzke has initiated several sewer requests from the WPCA that require coordination, design and construction administration services. These projects can be more efficiently completed by Rich given his knowledge of the sewer system and subsurface conditions in their respective areas in lieu of hiring a consultant for these services. An estimated budget for these services of $27,000 will be provided from the respective sewer extension project budgets approved in previous fiscal years and also as part of the FY 2015 capital project budget.

5. Senior/ Community Center

Rich Sawitzke's history with this project and involvement with the Public Building Committee will serve the project well in continuing the process of site selection, public involvement and programming. His knowledge of the program and the need to advance the project will no doubt reap benefits from his continued involvement in the project. An estimated budget for these services of $10,000 for these services will be provided from the recently approved bond funding or existing funds previously allocated for consulting services required for the project.

If this proposal is acceptable, I will work with Joe Mancini to complete any required transfers to provide the necessary payroll funding for these services. I will also track expenditures on these services so anticipated expenditures are consistent with the established budgets. Other services that may be provided by the Part Time Project Manager that cannot be charge to individual projects will be charged to the Engineering Department budget established for consulting services in FY 2015 up to the available budgeted amount.

Let me know if there is any additional information that you may require.

cc: Mary A. Glassman, First Selectman
Joseph Mancini, Director of Finance / Treasurer