

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 – October 15, 2014 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- Connecticut Natural Gas in Simsbury
- Solarize Simsbury – Solar Program Summary

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Approval of Waste Water Treatment Budget authorization
- c) Adopt Resolution for 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update
- d) Adopt Resolution authorizing a Memorandum of Agreement (MOA) regarding use of Fiscal Year 2014 State Homeland Security Grant Funding
- e) Acceptance of Archdiocese of Hartford donations in the amount of \$1,133 for the Keep Simsbury Warm Fund and \$2,133 for the Simsbury Food Closet
- f) Acceptance of a donation in the amount of \$10,000 from the Simsbury Soccer Club for use towards the paving of the roadway into Curtiss Park
- g) Approve Contract: Location Agreement / Permit to Film in the Town of Simsbury

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

APPOINTMENTS AND RESIGNATIONS

OTHER BUSINESS

- a) Update on Blight Properties
- b) Update on purchase of 1 Old Bridge Road

ACCEPTANCE OF MINUTES

- a) Regular Meeting of September 22, 2014

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- 1. Personnel – Action on recommendation for Appointment of Employment Law Counsel
- 2. Finance
- 3. Welfare
- 4. Public Safety
- 5. Board of Education

ADJOURN TO EXECUTIVE SESSION

- a) Review of correspondence from Town Counsel on status of Getty Station environmental clean-up

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Date of submission:** 10/07/2014
2. **Date of Board Meeting** 10/15/2014
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 **\$4,426.63**
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
					\$0.00
Total 2011		\$0.00	\$0.00	\$0.00	\$0.00
List 2012					
Houlihan Charles D	12-02-40385	\$9.66			\$9.66
ARI Fleet LT	12-03-50461	\$94.46	\$3.09		\$97.55
McDonnell Kathi B	12-03-61984	\$48.52	\$1.58		\$50.10
Vincent Michael J	12-03-69272	\$189.43	\$6.20		\$195.63
Total 2012		\$342.07	\$10.87	\$0.00	\$352.94
List 2013					
Conopco Inc	13-02-40186	\$51.86	\$0.00		\$51.86
Alrubaye Firas Ismael	13-03-50278	\$12.25	\$0.39		\$12.64
ARI Fleet LT	13-03-50461	\$505.85	\$16.21		\$522.06
Beach Pamela M	13-03-51098	\$49.21	\$1.58		\$50.79
Bell Denise	13-03-51204	\$11.22			\$11.22
Briand Carol L	13-03-51932	\$49.77	\$1.60		\$51.37
Briand Lawrence E	13-03-51933	\$50.14	\$1.61		\$51.75
Coe Joan	13-03-53278	\$75.40	\$2.42		\$77.82
Cole Janice A	13-03-53322	\$37.51	\$1.20		\$38.71
Cook Matthew J	13-03-53527	\$33.80	\$1.08		\$34.88
Cook Melissa L	13-03-53529	\$118.10	\$3.78		\$121.88
Daimler Trust	13-03-54041	\$93.49	\$2.99		\$96.48
Daly Michael J	13-03-54100	\$54.59	\$1.75		\$56.34
Daly Michael J	13-03-54101	\$127.76	\$4.10		\$131.86
Deming Mark E	13-03-54389	\$34.58	\$1.11		\$35.69
Eck Marcella	13-03-55164	\$6.20			\$6.20
Everest Susan E	13-03-55476	\$16.56	\$0.53		\$17.09
Glasspiegel Susan	13-03-56767	\$6.90	\$0.23		\$7.13
Greene Michael J	13-03-57180	\$80.22	\$2.57		\$82.79
Haroon Mariam R	13-03-57646	\$74.28	\$2.38		\$76.66
Hawkes Piya	13-03-57734	\$49.77	\$1.59		\$51.36
Honda Lease Trust	13-03-58229	\$41.15	\$1.32		\$42.47
Honda Lease Trust	13-03-58232	\$233.61	\$7.48		\$241.09
Honda Lease Trust	13-03-58243	\$76.66	\$2.46		\$79.12
Hunt Susan A	13-03-58619	\$24.87			\$24.87
Iris Jeffrey A	13-03-58731	\$88.39	\$2.83		\$91.22
Klein Jeffrey I	13-03-59715	\$31.08			\$31.08
Koons William R	13-03-59820	\$8.12			\$8.12
Landolina Romona M	13-03-60202	\$7.80			\$7.80
Letson Katrina N	13-03-60624	\$65.00	\$2.08		\$67.08
Maccormac Craig K	13-03-61132	\$85.05	\$2.73		\$87.78
Martinez Manuel	13-03-61566	\$85.42	\$2.73		\$88.15
McDonnell Kathi B	13-03-61886	\$251.44	\$8.06		\$259.50

McGarr James J	13-03-61911	\$35.17	\$1.13		\$36.30
Michaelson Jerome	13-03-62328	\$21.17	\$0.68		\$21.85
Mihelis Stavros E	13-03-62355	\$64.99	\$2.09		\$67.08
Mottolese Cynthia L	13-03-62819	\$54.60	\$1.75		\$56.35
Nissan Infiniti LT	13-03-63411	\$75.55	\$2.42		\$77.97
Peek Jennifer J	13-03-64249	\$59.50	\$1.91		\$61.41
Peterson Kenneth J	13-03-64460	\$37.47	\$1.21		\$38.68
Prifti David C	13-03-64946	\$23.80	\$0.76		\$24.56
Prifti David C	13-03-64947	\$147.04	\$4.71		\$151.75
Rubin Lawrence K	13-03-65970	\$27.01			\$27.01
Satell Andrew G	13-03-66311	\$63.88	\$2.05		\$65.93
Satell Jonathan Lee	13-03-66312	\$99.91	\$3.20		\$103.11
Schwartz Barry J	13-03-66589	\$39.74	\$1.27		\$41.01
Schwartz Barry J	13-03-66590	\$50.51	\$1.62		\$52.13
Schwartz Barry J	13-03-66593	\$44.56	\$1.43		\$45.99
Stuart Matthew S	13-03-67879	\$27.04	\$0.87		\$27.91
Stuart Matthew S	13-03-67880	\$22.40	\$0.72		\$23.12
Stuart Matthew S	13-03-67881	\$23.65	\$0.76		\$24.41
Syed Wasim	13-03-68066	\$52.00	\$1.67		\$53.67
Syed Wasim	13-03-68067	\$70.19	\$2.25		\$72.44
Syed Wasim	13-03-68068	\$62.77	\$2.01		\$64.78
Toyota Lease Trust	13-03-68519	\$170.44	\$5.46		\$175.90
Vincent Michael J	13-03-69224	\$215.78	\$6.91		\$222.69
Vincent Michael J	13-03-69227	\$9.29	\$0.30		\$9.59
Wasil Luella L	13-03-69601	\$7.94			\$7.94
Yalincak Ayfer	13-03-70304	\$40.11	\$1.29		\$41.40
					\$0.00
					\$0.00
Total 2013		\$4,084.56	\$125.28	\$0.00	\$4,209.84
TOTAL 2010		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2011		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2012		\$342.07	\$10.87	\$0.00	\$352.94
TOTAL 2013		\$4,084.56	\$125.28	\$0.00	\$4,209.84
					\$4,562.78
TOTAL ALL YEARS		\$4,426.63	\$136.15	\$0.00	\$4,562.78



Town of Simsbury

933 HOPMEADOW STREET

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SIMSBURY, CONNECTICUT 06070

Joseph Mancini - Finance Director

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Waste Water Treatment Budget Cleanup
2. **Date of submission:** September 30, 2014
3. **Date of Board Meeting:** October 15, 2014
4. **Individual or Entity making the submission:** Joseph Mancini
5. **Action requested of the Board of Selectmen**

Upon the recommendation of our independent auditors, approve an increase in the fiscal year 2014 expense budget for the WPCA to accommodate the Clean Water Fund Debt service payments made relating to Granby and Avon, and increasing the fiscal year 2014 revenue budget to plan for the reimbursement of these funds. As set forth below, the net impact is zero.

Exp - Increase 20169100 Principal	\$311,187
Exp - Increase 20169200 Interest	\$ 98,742
Rev - Increase 20144400-43452 (Avon)	\$293,529
<u>Rev - Increase 20144400-43453 (Granby)</u>	<u>\$116,400</u>
Net Impact	0

Joseph Mancini
Finance Director

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.):

Joseph Mancini

Jmancini@simsbury-ct.gov

860-658-3282

7. **Summary of Submission** – Waste Water Treatment Budget Cleanup



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: CRCOG Hazard Mitigation Plan.**
2. **Date of submission: October 10, 2014**
3. **Date of Board Meeting: October 15, 2014**
4. **Individual or Entity making the submission: Hiram Peck, Director of Planning and Community Development, Staff to the Business Development Committee**
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**

Adoption of Resolution for Recommendation to Adopt Simsbury Section of CRCOG Hazard Mitigation Plan for 2014-2019.

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.):**
CRCOG Staff
Simsbury Engineering staff
Hiram Peck, Director of Planning (providing Planning Commission recommendation for this matter.)
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.):**

The Simsbury Planning Commission reviewed this matter on 10/14/14. The Commission's recommendation is submitted for your consideration.

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

tcooke@simsbury-ct.gov
www.simsbury-ct.gov

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8:30 - 4:30 Tuesday through Friday

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

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

- a. Simsbury sections of the CRCOG 2014-2019 Hazard Mitigation Plan has been preliminarily approved by FEMA. Simsbury sections and applicable sections of the plan have been provided. NOTE: The entire plan has not been provided as it is over 700 pages. The entire plan is available on the CRCOG website.

Thank you for your consideration of this matter.



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: **October 3, 2014**
2. Date of Board Meeting: **October 15, 2014**
3. Individual or Entity making the submission: **Chief Peter N. Ingvertsen**
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: Accepts and completes the attached Memorandum of Agreement Regarding Use of Federal Fiscal Year 2014 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 3 and executes the accompanying Authorizing Resolution.
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.): **Chief Peter N. Ingvertsen**
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.): **Please refer to item # 4.**

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:

See attached Memorandum of Agreement Regarding Use of Federal Fiscal Year 2014 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 3 and associated Blanket Resolution.

AUTHORIZING RESOLUTION OF THE

Town Of Simsbury

CERTIFICATION:

I, Carolyn Keily, the Town clerk of Board of Selectmen, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on _____, 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 Board of Selectmen may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security, Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Mary A Glassman, as First Selectman of Board of Selectmen, is authorized and directed to execute and deliver any and all documents on behalf of the Board of selectmen and to do and perform all acts and things which he/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 _____.

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

Carolyn Keily

Carolyn Keily , Town Clerk





FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM REGION 3 MEMORANDUM OF AGREEMENT



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Mary Glassman
Municipality Name (ie. Town of):	TOWN OF SIMSBURY
Municipality Short Name:	SIMSBURY
Town CEO Name:	Mary Glassman
Town CEO Title (ie. Mayor):	First Selectman
Date Recieved By Town:	September 22, 2014

Point of Contact Information: 	
Point of Contact Name:	Mary Glassman
Address:	933 Hopmeadow Street, Simsbury, CT 06070
Email:	mglassman@simsbury-ct.gov
Phone:	860-658-3200
Fax:	860-658-9467



**FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

1. Instructions for the TOWN OF SIMSBURY

Received by: Mary Glassman Phone Number: _____

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2014 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Ms. Cheryl Assis, Public Safety Director-Capitol Region Council of Governments. 241 Main Street, Hartford, CT 06106.

2. Instructions for the Capitol Region Council of Governments

Received by: _____ Phone Number: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 3 REPT Chair has signed and dated the agreement.
- The Region 3 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: December 1, 2014

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2014 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the City of SIMSBURY, the Capitol Region Council of Governments (CRCOG) and the Region 3 Regional Emergency Planning Team (Region 3 REPT). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2014 State Homeland Security Grant Program (SHSGP), Award No. EMW-2014-SS-00080-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DESPP/DEMHS Coordinating Council, now known as the DESPP/DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DESPP/DEMHS is retaining pass-through funds from 2014 SHSGP in the total amount of \$1,638,084 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection/IED Attack Deterrence;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DESPP/DEMHS – in coordination and cooperation with the municipalities located within DESPP/DEMHS Region 3, including SIMSBURY – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DESPP/DEMHS Region 3.
6. SIMSBURY is eligible to participate in those Federal Fiscal Year 2014 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$35,686 for the regional bomb squad) for Region 3, which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and SIMSBURY enter into Part I of this MOA authorizing the SAA to act as the agent of SIMSBURY and allowing the SAA to retain and administer grant funds provided under 2014 SHSGP the seven regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

C. SAA and SIMSBURY Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,638,084 for in furtherance of the seven regional set-aside projects listed above.

SIMSBURY agrees to allow the SAA to provide financial and programmatic oversight of the \$1,638,084 for the purpose of supporting the allocations and uses of funds under 2014 SHSGP consistent with the 2014 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DESPP/DEMHS Advisory Council. SIMSBURY agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments and SIMSBURY Responsibilities.

SIMSBURY also agrees to allow Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2014 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (and an additional \$35,686 for the regional bomb squad) targeted to member municipalities in DESPP/DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DESPP/DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the City of SIMSBURY, the Capitol Region Council of Governments (CRCOG), and the DESPP/DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DESPP/DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. SIMSBURY has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of SIMSBURY, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A, the Appendix will be added to this MOA).
4. The parties also agree that SIMSBURY may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2014 grant funds, as approved by the Region 3 REPT, and DESPP/DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DESPP/DEMHS Region 3 for Federal Fiscal Year 2014 ;

B. Purpose.

DESPP/DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments, and SIMSBURY, enter into Part II of this MOA regarding asset(s) for which SIMSBURY agrees to be the custodial owner, and which are described in the approved 2014 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term “authorized training” means training that is authorized by DESPP/DEMHS.
- The term “custodial owner” means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and CRCOG.

In its role as SAA, DESPP/DEMHS will subgrant funds to CRCOG, which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in Appendix A.

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ SIMSBURY _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ SIMSBURY _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____ SIMSBURY _____.

4. Responsibilities of Custodial Owner

_____ SIMSBURY _____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ SIMSBURY _____ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____ SIMSBURY _____’s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner’s other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by _____ SIMSBURY _____ shall conform to the manufacturer’s recommendations. If appropriate, _____ SIMSBURY _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ SIMSBURY _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), _____ SIMSBURY _____ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If _____ SIMSBURY _____ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The City of _____ SIMSBURY _____ is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving _____ SIMSBURY _____ written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DESPP/DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until _____ SIMSBURY _____, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DESPP/DEMHS and by any other applicable state agency.

G. Audit Compliance.

If _____ SIMSBURY _____ through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ SIMSBURY _____ must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. _____ SIMSBURY _____ agrees that all fiscal records, if any, pertaining to the projects shall be

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town 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.

2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for _____ TOWN OF SIMSBURY _____ (Please fill in the following fields)	
Name & Title: Mary Glassman	
Address: 933 Hopmeadow Street, Simsbury, CT 06070	
Email Address: mglassman@simsbury-ct.gov	Phone: 860-658-3200
	Fax: 860-658-9467

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or SIMSBURY. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF SIMSBURY _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE CAPITOL REGION COUNCIL OF GOVERNMENTS

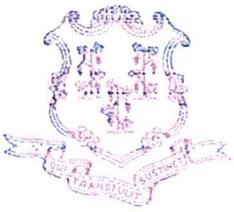
By: _____ Date: _____
Its Executive Director
Duly Authorized
Typed Name _____

THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____
William P. Shea
Duly Authorized



STATE OF CONNECTICUT
 DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



(TOWN OF SIMSBURY)
CONNECTICUT LOCAL EMERGENCY OPERATIONS PLAN
2014 CALENDAR-YEAR REVIEW

As required by Title 28, Chapter 517 of the Connecticut General Statutes, Local Emergency Operations Plans (LEOPs) shall be reviewed and approved for compliance with Federal Emergency Management Agency and National Incident Management System (NIMS) guidelines.

1. LEOP remains unchanged from previous year's version: Yes No X

(If "yes" answered above, answer "yes" or "no" to the following)

LEOP contact information has been reviewed and updated: _X_

2. LEOP has been changed. Updates have been made to the following sections:

Town School response plan was added

Reviewed and Approved By:



 Kevin J. Kowalski
 Local Emergency Management Director

10/1/2014

 Date

 Mary A Glassman
 Local Chief Executive Officer

10/1/2014

 Date

 DESPP/DEMHS Regional Coordinator

 Date



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Acceptance of Archdiocese of Hartford Donations
2. **Date of submission:** September 29, 2014
3. **Date of Board Meeting:** October 15, 2014
4. **Individual or Entity making the submission:** **M. Lecours-Beck, Director of Social Services**
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Acceptance of Archdiocese of Hartford donations in the amount of \$1,133.00 for the Keep Simsbury Warm Fund, and \$2,133.00 for the Simsbury Food Closet.
6. **Individual(s) responsible for submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.):**

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

The Archdiocese of Hartford Archbishop's Annual Appeal has provided a donation in the amount of \$1,133.00 for the Keep Simsbury Warm Fund and \$2,133.00 for the Simsbury Food Closet.

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

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

Copy of Archdiocese of Hartford Archbishop's Annual Appeal Account check #12716 in the amount of \$1,133.00 for the Keep Simsbury Warm Fund.

Copy of Archdioceses of Hartford Archbishop's Annual Appeal Account check #12783 in the amount of \$2,133.00 for the Simsbury Food Closet.



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:** October 7, 2014
2. **Date of Board Meeting:** October 15, 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:

Accept a donation of \$10,000 from the Simsbury Soccer Club to contribute toward the paving of the roadway into Curtiss Park.
5. **Individual(s) responsible for submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.):**

Gerard G. Toner, Director of Culture, Parks and Recreation
860-408-4682
gtoner@simsbury-ct.gov

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

The Culture, Parks and Recreation Department is responsible for the maintenance of the parking lots and roadways of all parks and open space areas in town. Curtiss Park is a heavily used field complex for both youth and high school soccer. The gravel roadway into Curtiss Park, between Fields A and B, erodes every year making it difficult for users of the facility. The condition of the roadway requires annual maintenance prior to both spring and fall seasons and is a costly, ongoing expense.

The Simsbury Soccer Club has agreed to donate \$10,000 toward the paving of the roadway. An application for approval of this work was made to the Conservation Commission. At their regular meeting on October 7, the Commission unanimously approved the project as presented.

A Request for Proposal was put out in June and three bids were received for the work to be performed. The remainder of the work not funded by this donation will be paid from the Field Use Fund, which the Soccer Club has contributed to since its inception.

The completion of this project will reduce ongoing maintenance costs while improving safety, accessibility and efficiency of use of the area.

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:

E-mail from Thomas Hayden, President of Simsbury Soccer Club
Inland Wetlands Permit Application Narrative and Map

Inland Wetlands Permit Application
Curtiss Park Access Road and Parking Lot Improvements

Quarry Road (Parcel ID J06 102 002)

Specific Activity

The purpose of this project is to reduce the maintenance requirements for the parking lot and access road, stabilize the exposed gravel surface, and reduce the potential for erosion of this exposed gravel material in this portion of Curtiss Park. Curtiss Park is a heavily utilized public recreational facility that serves the residents of the Town of Simsbury. The access road and parking facility is one of the most heavily used parking facilities in the park and the existing gravel surface requires continuous maintenance.

The park contains 6 soccer fields, picnic pavilion, and associated parking facilities. The park includes 2 parcels; the western portion with frontage along the Farmington River and the eastern portion of the site are located along Tariffville Road. The regulated activities proposed as part of this application are located east of Tariffville Road.

The regulated activities proposed as part of this application include removal of existing pavement surfaces, fine grading of a portion of the existing gravel parking and roadway areas, and placement of bituminous concrete pavement surface on the access roadway and select parking areas in Curtiss Park. These activities are located within designated wetland areas on the Official Wetlands and Watercourses Map for the Town of Simsbury. Soils are classified a combination of poorly drained and moderately well drain soils classified as Podunk sandy loams and Limerick silty loams, respectively. These wetlands soil areas have been disturbed by previous construction activity and most likely have limited functional value.

These improvements to the roadway and parking areas will improve safety for pedestrians, improve accessibility for handicapped individuals, and improve the efficiency of parking for the facility. The parking area and access roadway are presently served by a closed drainage system that discharges directly to the Farmington River. The resurfacing of the parking lot and access road should reduce the amount of suspended solids entering the existing drainage system and improve runoff water quality.

The activities included as part of this application are located within the Special Flood Hazard Area. The impact of the proposed project on the cross sectional area available for flood conveyance will be negligible.



Curtiss Park Access Road and Parking Lot Improvements

Date Printed: 8/28/2014



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Simsbury and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 150 feet



RE: Field Planning

Hayden, Tom [Tom.Hayden@riskreg.com]

Sent: Monday, July 28, 2014 11:20 AM

To: Toner Gerard; Casiano Orlando

Cc: Jennifer Coleman [jennifercoleman.ssc@gmail.com]

Gerry and Orlando,

The Board approved a \$10,000 donation to the Town to pave the driveway between Curtiss A and B.

Tom

Tom Hayden, CISA, AES

Manager, Information Technology

Risk & Regulatory Consulting, LLC

20 Batterson Park Road

Suite 380

Farmington, CT 06032

M: 860.729.4792 F: 410.246.8443

Results...Relationships...CommitmentSM



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 Permission to Shoot Student Film "Bored to Death" in the Town of Simsbury.

2. Date of submission:

09/25/2014

3. Date of Board Meeting:

3. Individual or Entity making the submission:

Jacob Maxwell Bittens. Simsbury Resident, 25 Oakwood Road.

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 Contract: Location Agreement / Permit to Film in the Town of Simsbury.

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.):

Location Agreements for each location, as well as sample insurance provided by NYU, and detailed plans are attached.

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

tcooke@simsbury-ct.gov
www.simsbury-ct.gov

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

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.):

DATES, TIMES, AND LOCATIONS OF FILMING:

11/21 (Friday) – 11/22 (Saturday) from 10:00 p.m. to 3:00 am – **Firetown Road**, between Barndoor Hills Road and Hoicomb Street.

11/22 (Saturday) from 3:00 a.m. to 9:00 a.m. – **Pinchot Sycamore Park**.

11/23 (Sunday) from 7:00 a.m. to 1:00 p.m. – **Curtiss Park**, far, single unit soccer field

11/23 (Sunday) 1:00 p.m. to 5:00 p.m. – **Helen's Way**

Crew consists of 20 people. Department heads will manage their teams, with all safety precautions being taken. Specifically, our chief electrician will handle all generator power. Our key grip will be in charge of creating "flags" on our lights for night scenes to avoid flare in the eyes of drivers. Our production team will be on set at all times, with all proper paperwork. They will be available by phone and email 24 hours a day during production to answer any and all questions.

Simsbury would be receiving from NYU a million dollar insurance policy per location of shooting. An additional waiver of liability will be signed with the location agreement, protecting the town from a financial and liability standpoint. Proposal has been reviewed by Thomas Cooke, Director of Administrative Services, as well as Chief of Police Peter Ingvertsen and Gerry Toner at the Department of Parks & Rec.

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

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

Location Agreements create an arrangement between the town and filmmaker that holds student to his selected shoot dates, and engages the insurance policy with NYU.

Photos provide details on how we plan to use each location.

Dear Town of Simsbury,

I am writing to you both as a film student at NYU's prestigious Tisch School of the Arts, and as a resident of the town of Simsbury for my entire life. My name is Jacob Bittens, from 25 Oakwood Road. Before heading to college I attended Simsbury High School, interned for the Simsbury Summer Arts Academy, and volunteered at Simsbury Community Television, where I would create content, edit footage, and often ran cameras at countless town meetings.

Today I come to you at the end of my college career, as I set in motion the film that will be my college thesis. While some of the filming will take place by NYU in New York, I'm writing to request permission to bring my crew to Simsbury, Connecticut, to get a bulk of our movie "in the can."

As I make my proposal to the Board of Selectmen, the Department of Culture, Parks, & Recreation, and the Simsbury Police Department, I'm also writing this letter to whomever it may concern to give some details on the project- and what we hope to accomplish.

The film is a dark comedy about a man caught in a rut in New York City. David has never taken a risk in his life. To be honest, he's the most boring man on Earth. But when a freak accident leads to his death- he awakens in Hell, only to discover that he's committed the cardinal sin: being boring.

We wanted to make Hell for David a culmination of everything he fears, and will come to appreciate. Simsbury, with its wide open space, green fields, and forests- would serve as a perfect backdrop for his own person Hell, because all he's ever known is the concrete jungle of the big apple. In the end, however, David will learn to appreciate nature and this new world- while disowning his own shyness and fears.

We would love to film this project in the following locations around town:

- **Curtiss Fields**
- **Firetown Road (Between Barndoor Hills Road and Holcomb Street)**
- **Pinchot Sycamore Park**
- **& on Helen's Way**

NYU has trained myself and my crew with a strong sense of set values: Always leave a location in better condition than when you arrived, no level of danger is acceptable in the name of filmmaking, and always treat a location with respect and professionalism. We'd like to go through all the proper procedures to acquire permits necessary to shoot in Simsbury, and follow that up with a shoot where you hardly knew we were there. Please let me know if I can help clear up any questions or concerns, and thank you so much for your time.

Best,

- *Jacob Bittens*

Jacob Bittens
25 Oakwood Road, Simsbury, CT, 06070
929-777-1519
jmb870@nyu.edu

LOCATION AGREEMENT

Date: 09/25/2014

X Owner's Name: _____ Director's Name: Jacob Bittens
 X Address: _____ Address: 841 Quincy Street, 1st floor, Brooklyn, NY 11221
 X Tel: _____ Tel: 929-777-1519

This agreement (the "Agreement") confirms the understanding between Jacob Bittens ("Owner") and Jacob Bittens ("Director") regarding the use of Owner's premises at Curtiss Park, 61 Tarnfrville Road, Simsbury CT, 06070 ("Location"), described below, in connection with Director's motion picture tentatively entitled Bored to Death (the "Film").

1. Location: The Location is as follows: Entrance to Park, dirt path, Soccer field.

2. Permission Granted: Owner hereby grants Director the exclusive right to enter and use the Location for the purposes of photographing scenes and making recordings for use in connection with the Film. Director may bring onto the Location all materials, equipments and personnel, including temporary sets and signage, which shall be removed upon completion.

3. Term:

A. Director may use the Location on or about Nov. 23, 2014 and continue until completion of the proposed work estimated to require approximately 6 hours ("Term"). The term of principal photography shall expire on Nov. 25, 2014.

B. It may be necessary for Director to postpone beginning of the Term, or with Owner's permission to suspend and extend the Term, or terminate the Agreement, if there is an occurrence beyond Director's control.

4. Compensation: Director agrees to pay Owner and Owner agrees to accept as consideration in full for all Agreements and warranties made by Owner and all rights granted by Owner in this Agreement the sum of \$ 0 for the Term.

5. Rights: Owner has no ownership or other interest in Director's photography on or of the Location, and Director is the sole owner of the rights in the Film and in all photographs and recordings made in connection with the Film.

6. Insurance: The New York University ("NYU") Student Film Insurance Program ("the NYU Insurance Program") will cover Owner's Location during the agreed upon shoot dates and times for any bodily injury or property damage caused by the negligence of Director or his agents in connection with the Film. Upon signing this agreement, Owner will receive a Certificate of Insurance evidencing the NYU Insurance Program.

7. Ownership; Representations: Owner represents that Owner has the sole right to the Location and is authorized to grant all rights to the Location set forth and to enter into this Agreement. Owner also represents that the Location is structurally safe (if applicable) and is not hazardous for the purposes for which it will be used under this Agreement.

8. Successors: This Agreement shall inure to the benefit of respective successors and assigns, and the distributor, licensees and exhibitors of the Film.

9. Breach: In the event of a breach of this Agreement by Director, Owner agrees to be limited to his remedies at law for damages, if any.

10. Complete Agreement: This Agreement sets forth the entire understanding of the parties and may not be altered except by another writing signed by the parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law.

AGREED & ACCEPTED TO:

X _____
Name of Legal Owner/Authorized Signator



Director Signature

X _____
Signature

X _____
Title

X _____
Date

LOCATION AGREEMENT

Date: 09/25/2014

Owner's Name: _____ Director's Name: Jacob Bittens
 Address: _____ Address: 849 Quincy Street, 1st floor, Brooklyn, NY, 11221
 Tel: _____ Tel: 929-777-1519

This agreement (the "Agreement") confirms the understanding between Jacob Bittens ("Owner")
 and Jacob Bittens ("Director") regarding the use of Owner's premises at Firetown Road,
 between Holcomb Street and Barnbor Hills Road, Simsbury, CT, 06070 ("Location"), described below, in connection with Director's motion
 picture tentatively entitled Bored to Death (the "Film").
Director's Name Name of Location Owner Address Name of Film

1. Location: The Location is as follows: Fields Off Firetown Road
Describe Location to be Used

2. Permission Granted: Owner hereby grants Director the exclusive right to enter and use the Location for the purposes of photographing scenes and making recordings for use in connection with the Film. Director may bring onto the Location all materials, equipments and personnel, including temporary sets and signage, which shall be removed upon completion.

3. Term:

A. Director may use the Location on or about Nov 21-22, 2014 and continue until completion of the proposed work estimated to require approximately 6 hours ("Term"). The term of principal photography shall expire on Nov. 25, 2014.
Describe Time Location may be Used Describe Approximate Length of Use Date

B. It may be necessary for Director to postpone beginning of the Term, or with Owner's permission to suspend and extend the Term, or terminate the Agreement, if there is an occurrence beyond Director's control.

4. Compensation: Director agrees to pay Owner and Owner agrees to accept as consideration in full for all Agreements and warranties made by Owner and all rights granted by Owner in this Agreement the sum of \$ 0 for the Term.

5. Rights: Owner has no ownership or other interest in Director's photography on or of the Location, and Director is the sole owner of the rights in the Film and in all photographs and recordings made in connection with the Film.

6. Insurance: The New York University ("NYU") Student Film Insurance Program ("the NYU Insurance Program") will cover Owner's Location during the agreed upon shoot dates and times for any bodily injury or property damage caused by the negligence of Director or his agents in connection with the Film. Upon signing this agreement, Owner will receive a Certificate of Insurance evidencing the NYU Insurance Program.

7. Ownership; Representations: Owner represents that Owner has the sole right to the Location and is authorized to grant all rights to the Location set forth and to enter into this Agreement. Owner also represents that the Location is structurally safe (if applicable) and is not hazardous for the purposes for which it will be used under this Agreement.

8. Successors: This Agreement shall inure to the benefit of respective successors and assigns, and the distributor, licensees and exhibitors of the Film.

9. Breach: In the event of a breach of this Agreement by Director, Owner agrees to be limited to his remedies at law for damages, if any.

10. Complete Agreement: This Agreement sets forth the entire understanding of the parties and may not be altered except by another writing signed by the parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law.

AGREED & ACCEPTED TO:

X _____
Name of Legal Owner/Authorized Signator



Director Signature

X _____
Signature

X _____
Title

X _____
Date

LOCATION AGREEMENT

Date: 09/25/2014

* Owner's Name: _____ Director's Name: Jacob Bitters
 * Address: _____ Address: 849 Quincy Street, 1st floor, Brooklyn, NY, 1122
 * Tel: _____ Tel: 929-777-1519

This agreement (the "Agreement") confirms the understanding between Jacob Bitters ("Owner") and Jacob Bitters ("Director") regarding the use of Owner's premises at Helen's Way, off Iron Horse Blvd. Simsbury, CT, 06070 described below, in connection with Director's motion picture tentatively entitled Bored to Death (the "Film").

1. Location: The Location is as follows: Helen's Way, across from Phelps Lane - foot path

2. Permission Granted: Owner hereby grants Director the exclusive right to enter and use the Location for the purposes of photographing scenes and making recordings for use in connection with the Film. Director may bring onto the Location all materials, equipments and personnel, including temporary sets and signage, which shall be removed upon completion.

3. Term:
 A. Director may use the Location on or about Nov. 23, 2014 and continue until completion of the proposed work estimated to require approximately 6 hours ("Term"). The term of principal photography shall expire on Nov. 25th, 2014.

B. It may be necessary for Director to postpone beginning of the Term, or with Owner's permission to suspend and extend the Term, or terminate the Agreement, if there is an occurrence beyond Director's control.

4. Compensation: Director agrees to pay Owner and Owner agrees to accept as consideration in full for all Agreements and warranties made by Owner and all rights granted by Owner in this Agreement the sum of \$ 0 for the Term.

5. Rights: Owner has no ownership or other interest in Director's photography on or of the Location, and Director is the sole owner of the rights in the Film and in all photographs and recordings made in connection with the Film.

6. Insurance: The New York University ("NYU") Student Film Insurance Program ("the NYU Insurance Program") will cover Owner's Location during the agreed upon shoot dates and times for any bodily injury or property damage caused by the negligence of Director or his agents in connection with the Film. Upon signing this agreement, Owner will receive a Certificate of Insurance evidencing the NYU Insurance Program.

7. Ownership; Representations: Owner represents that Owner has the sole right to the Location and is authorized to grant all rights to the Location set forth and to enter into this Agreement. Owner also represents that the Location is structurally safe (if applicable) and is not hazardous for the purposes for which it will be used under this Agreement.

8. Successors: This Agreement shall inure to the benefit of respective successors and assigns, and the distributor, licensees and exhibitors of the Film.

9. Breach: In the event of a breach of this Agreement by Director, Owner agrees to be limited to his remedies at law for damages, if any.

10. Complete Agreement: This Agreement sets forth the entire understanding of the parties and may not be altered except by another writing signed by the parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law.

AGREED & ACCEPTED TO:

X _____
Name of Legal Owner/Authorized Signator



Director Signature

X _____
Signature

Y _____
Title

X _____
Date

LOCATION AGREEMENT

Date: 09/25/2014

Owner's Name: _____ Director's Name: Jacob Bittens
 Address: _____ Address: 849 Quincy Street, 1st floor, Brooklyn, NY, 11221
 Tel: _____ Tel: 929-777-1519

This agreement (the "Agreement") confirms the understanding between _____ ("Owner") and _____ ("Director") regarding the use of Owner's premises at _____ ("Location"), described below, in connection with Director's motion picture tentatively entitled _____ (the "Film").

1. Location: The Location is as follows: Park off Route 185, across from Ned Road

2. Permission Granted: Owner hereby grants Director the exclusive right to enter and use the Location for the purposes of photographing scenes and making recordings for use in connection with the Film. Director may bring onto the Location all materials, equipments and personnel, including temporary sets and signage, which shall be removed upon completion.

3. Term:

A. Director may use the Location on or about Nov. 22, 2014 and continue until completion of the proposed work estimated to require approximately 6 hours ("Term"). The term of principal photography shall expire on Nov. 25, 2014.

B. It may be necessary for Director to postpone beginning of the Term, or with Owner's permission to suspend and extend the Term, or terminate the Agreement, if there is an occurrence beyond Director's control.

4. Compensation: Director agrees to pay Owner and Owner agrees to accept as consideration in full for all Agreements and warranties made by Owner and all rights granted by Owner in this Agreement the sum of \$ 0 for the Term.

5. Rights: Owner has no ownership or other interest in Director's photography on or of the Location, and Director is the sole owner of the rights in the Film and in all photographs and recordings made in connection with the Film.

6. Insurance: The New York University ("NYU") Student Film Insurance Program ("the NYU Insurance Program") will cover Owner's Location during the agreed upon shoot dates and times for any bodily injury or property damage caused by the negligence of Director or his agents in connection with the Film. Upon signing this agreement, Owner will receive a Certificate of Insurance evidencing the NYU Insurance Program.

7. Ownership; Representations: Owner represents that Owner has the sole right to the Location and is authorized to grant all rights to the Location set forth and to enter into this Agreement. Owner also represents that the Location is structurally safe (if applicable) and is not hazardous for the purposes for which it will be used under this Agreement.

8. Successors: This Agreement shall inure to the benefit of respective successors and assigns, and the distributor, licensees and exhibitors of the Film.

9. Breach: In the event of a breach of this Agreement by Director, Owner agrees to be limited to his remedies at law for damages, if any.

10. Complete Agreement: This Agreement sets forth the entire understanding of the parties and may not be altered except by another writing signed by the parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law.

AGREED & ACCEPTED TO:

X _____
Name of Legal Owner/Authorized Signator



Director Signature

X _____
Signature

Y _____
Title

X _____
Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker Information	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED NYU Minimum Requirements	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ABC Insurance Company	#####
	INSURER B:	DEF Insurance Company	#####
	INSURER C:	GHI Insurance Company	#####
	INSURER D:	JKL Insurance Company	#####
	INSURER E:	MNO Insurance Company	#####

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> BLANKET CONTRACTUAL GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT LOCATION	XXX-XXXX-XXXXX	Specific Date	Specific Date	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XXX-XXXX-XXXXX	Specific Date	Specific Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB / EXC <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N <input checked="" type="checkbox"/> Y ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS	XXX-XXXX-XXXXX	Specific Date	Specific Date	WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability (if required)	XXX-XXXX-XXXXX	Specific Date	Specific Date	\$2,000,000.00 Per Claim \$1,000,000.00 Each Occurrence
E	Innkeepers (if required)	XXX-XXXX-XXXXX	Specific Date	Specific Date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NEW YORK UNIVERSITY, ITS AFFILIATES AND SUBSIDIARIES ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGE.

CERTIFICATE HOLDER	CANCELLATION
New York University Insurance & Risk Management Department 105 East 17th Street - 4th Floor New York, NY 10003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



NEW YORK UNIVERSITY

Tisch School of the Arts
The Maurice Kanbar Institute of Film and Television
Department of Film and Television
721 Broadway, 9th Floor
New York, NY 10003-6807

phone: 212 998 1899



Date: June 3, 2014

To Whom It May Concern:

Please accept this letter as verification that Jacob Bitens
is a student in good standing who is working on an approved film project in the Kanbar
Institute of Film & Television at Tisch School of the Arts.

As part of this endeavor, the student wishes to use your services and/or facilities for the
purpose of completing his/her student film project.

It is a special privilege for our students to have use of your facilities and our department
greatly appreciates it. This letter serves as verification only, and does not constitute
University responsibility.

Thank you.

Eric Juhola / Barbara Jacobs / Kristin Wynn-Paige
Production Coordinator

Dept. of Film & TV
Tisch School of the Arts
(212) 998-1786 office
(212) 995-4574 fax



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Jerome F. Shea - Town Engineer

MEMORANDUM

To: Board of Selectmen
From : Jerome F. Shea, Town Engineer
Subject: **Status Report -Purchase of 1 Old Bridge Road**
Date: October 9, 2014

The memo is to provide a status report on the pending purchase of 1 Old Bridge Road and next steps that will be required after closing on the property. In the next 6 weeks, actions required from the Planning Commission and the Board of Finance will be initiated to satisfy conditions of the purchase agreement as recommended by the Board of Selectmen. The Open Space Committee previously acted favorably on the purchase of the property.

Subject to favorable action by the various boards and commissions and soon after closing on the property, a walk-through will be scheduled with key town staff to ascertain the condition of the property. Also, a discussion with key town staff on the possible repurposing of the property including options for retaining all or a portion of the existing building will be completed. Recommendations will then be presented to the Board of Selectmen for the use of the property in the near term along with any possible future uses that may require changes or improvements to the property.

Other housekeeping activities necessary for the property will be coordinated prior to and immediately after closing, such as securing and winterizing of the building, review and inspection of mechanical systems, transfer of utility billing, clean up requirements, insurance coverage, fencing repairs, etc.

cc: Tom Cooke, Director of Administrative Services
Tom Roy, P.E., Director of Public Works
Joe Mancini, Director of Finance
Gerald Toner, Director of Culture, Parks, and Recreation

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 7:04 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Mary Glassman; Board members Michael Paine, Lisa Heavner, Nancy Haase, and Cheryl Cook. Absent was Sean Askham. Others in attendance included Thomas Cooke, Director of Administrative Services; Hiram Peck, and Attorney Robert DeCrescenzo. Ms. Glassman also welcomed two students from Simsbury High School's Political Science Class, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, said she feels the Board is abusing tax dollars. Money has been transferred from the general fund for special projects that are not in the budget. These projects have not been approved by the voters. She wants to know what is going to happen when the Town loses The Hartford. She said there is excessive spending and the Town can no longer afford all these expenses.

Ms. Coe said there are approximately 190 homes in foreclosure. She said maybe the Town could use the Ethel Walker property as a homeless shelter as no one will be able to afford to live here soon.

Ms. Coe spoke about the Simsbury Farms Complex and she said they lost \$200,000 for the last fiscal year. She wondered if the golf course should be sold or contracted to a golf manager.

Ms. Coe said she attended the Farmers Market and there were fewer vendor tents than last year and less people traffic. She said the SeptemberFest also had less traffic. This is not a good sign for Simsbury.

Ms. Coe spoke about the Marijuana Facility again. She asked if Town employees would be tested for the use of marijuana and how this would be handled. She feels the facility will cause more arrests in Town and the Town will be more dangerous. The arrests in Town have increased and will keep increasing.

Ms. Coe feels the taxpayers are paying for employees to work less hours in the week now that the Town Hall is closing at 1 p.m. on Fridays. She feels employees should be paid for 40 hours as long as they work 40 hours.

Robert Kalechman, 971 Hopmeadow Street, said the Simsbury Veteran's Memorial Fund has only reached 1/3 of its goal. He was very surprised that the goal wasn't reached and asked people to donate to the Simsbury Veteran's Memorial Fund, American Legion Post 84 and Veteran's of Foreign Wars 1926; P.O. Box 1101, Simsbury CT 06070. He read part of an article on Disabled American Veterans and said unity is needed.

Mr. Kalechman feels there is corruption in our State and maybe in our Town. He wants something done about this. He said Mr. Rowland is going back to prison for all his corruption.

Mr. Kalechman said he had asked for two additional police officers, but they were denied. He feels there are not enough police officers to take care of all of the residents of Simsbury, especially now that the Marijuana Facility will be opening. He had asked for an investigation about this facility before it was approved and nothing was done. He asked what lawyers were representing this facility. This will bring more arrests and problems to this Town.

John Ritz, RC Connectors LLC said he was here to answer any questions about agenda item b.

Charles Houlihan, Summerset Lane, thanked the First Selectman for listening to everyone about issues going on around Town.

Mr. Houlihan said, as he understands it, the Committee handling the Tax Abatement issue for Mr. Ritson's project has denied the tax abatement. He said the policy that exists has different items and other uses. He said the Connecticut General Statutes allow tax abatements for permanent residential facilities. He said it also allows for the tax abatement to be given prior to construction, not just after construction.

Mr. Ritson was told the abatement was only allowed after construction. This policy should have been considered earlier, not after the fact. Mr. Houlihan feels this project is in a catch 22 situation.

Mr. Houlihan said there are other benefits to the Town. He said this project would bring tax revenue to the Town also.

PRESENTATION

There were no presentations at this time.

FIRST SELECTMAN'S REPORT

Ms. Glassman said that on Saturday, September 27 the Department of Public Works and Culture, Parks and Recreation will bring their snow plows, front-end loaders, a backhoe, street sweeper and more to Boy Scout Hall so people can see what it is like to be at the wheel. The event runs from 10:30 a.m. to 1:30 p.m. and is being co-sponsored with the Simsbury Public Library, which will provide books related to trucks, construction and engineering as part of the event. Kids will get prizes for answering questions about the trucks.

Ms. Glassman said the Senior Center will be honoring all of the Town's resident veterans with a special luncheon on Tuesday, September 30 from 12:00 to 1:30 p.m. in the Eno Memorial Hall Auditorium. Veterans and a guest are invited to attend free of charge. Reservations should be made in advance by calling the Simsbury Senior Center at 860-658-3273.

Ms. Glassman said if you are a Simsbury resident and you have a valid permit for the bulky waste/recycling facility at 74 Wolcott Road, and if you have cans of old paint sitting around, and you want to get rid of them, then you're going to be able to bring those old cans to the bulky waste facility beginning October 1. The products must be in their original containers (with original label and a secured lid) and cannot be larger than 5 gallons in size. Open or leaking containers cannot be accepted.

Ms. Glassman said this project is in partnership between PaintCare, Inc. and the Town of Simsbury. Paine's Inc. has agreed to participate in the program at no additional cost to the Town. If you need more information, please visit www.paintcare.org.

Ms. Glassman said she was pleased to welcome Lisa Gray as the new Executive Director of The Simsbury Chamber of Commerce, which was effective September 12, 2014. Ms. Gray's travel consulting business has been serving the residents of Simsbury for over eight years, and she has been a Simsbury resident for fourteen years.

Ms. Glassman said that Simsbury homeowners have until tomorrow to submit their contracts for a solar installation through the Solarize Simsbury program. She said there are about 60 Simsbury homeowners who have signed contracts for these solar panels. For more information about the program, please visit <http://solarizect.com/our-towns/solarize-simsbury>.

Ms. Glassman said that since its introduction in 2012, the Town's partnership with CCM's Prescription Discount Card Program has resulted in savings of over \$108,000 for Simsbury residents and the processing of more than 1,900 claims. This Program is providing an average savings of 50% off the retail price of prescriptions for residents without health insurance, or who do not have a traditional pharmacy benefit plan, or who have prescriptions, which are not covered by insurance.

Ms. Glassman said cards may be obtained at Town Hall or at Eno Memorial Hall. You can also print a card on line at <http://www.ctrxdiscountcard.com>.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Heavner made a motion to approve tax refunds in the amount of \$5,369.75 as reviewed and recommended by the Tax Collector. Ms. Haase seconded the motion. All were in favor and the motion passed.

b) Approve recommendation to deny a Tax Abatement application request from RC Connectors for the property located at 144-146 Hopmeadow Street

Ms. Glassman said this is for 24 luxury apartments to be located on 144-146 Hopmeadow Street. She said the Committee gave careful review and consideration on this abatement. She said the Committee determined that the application is not in keeping with the original intent of the adopted tax abatement policy, in part, because there is no clear benefit to the Town. The application seeks abatement, which is different than the adopted program. It seeks abatement of 50% for the first year, 40% for the second year and 25% for the third year for this new construction.

Ms. Glassman said the Business Development Committee voted to not recommend approval to the Board of Selectmen based on the fact that it was for a 24 luxury residential apartment building. The application did not fit the original intent of the adopted Tax Abatement Program. The vote was 3-1 to recommend against acceptance of this application.

After some discussion, some on the Board felt that more information is needed, therefore, no motion was made on this action item.

c) Adopt a resolution allowing the First Selectman to accept a Historic Documents Preservation Grant in the amount of \$5,000 from the Connecticut State Library

Ms. Cook made a motion "RESOLVED, that Mary A. Glassman, First Selectman of the Town of Simsbury, is empowered to execute and deliver, in the name and on behalf of this municipality, a contract with the Connecticut State Library for an Historic Documents Preservation Grant." Ms. Heavner seconded the motion. All were in favor and the motion passed.

d) Acceptance of donation of \$3,500 from the Hartford Foundation for Public Giving to support Social Services Department programs

Mr. Paine made a motion to accept a donation of \$3,500 from the Hartford Foundation for Public Giving to support Social Services Department Programs with our thanks. Ms. Haase seconded the motion. All were in favor and the motion passed.

e) Amendments to June 23, 2014 Resolutions in connection with the school security projects grants

Ms. Glassman said this is a request for language changes. The changes have been approved by the Town, Board of Education and State.

Mr. Paine made a motion to amend the RESOLUTION of June 23, 2014, that the Board of Selectmen hereby establishes the permanent Public Building Committee as the building committee to the proposed Main Office Security and Interior Hallway Improvement Project at Henry James Memorial School and to the proposed Main Office Security Project at Squadron Line School, and further authorizes the preparation of schematic drawings and outline specifications for the proposed Main Office Security and Interior Hallway Improvement Project at Henry James Memorial School and to the proposed Main Office Security Project at Squadron Line School. Ms. Haase seconded the motion. All were in favor and the motion passed.

f) Review and approve a resolution authorizing a tax abatement to C-TEC Solar for the solar installation located at the International Skating Center as authorized by Connecticut General Statutes Section 12-81 (57) (C)

Ms. Glassman recused herself and turned the meeting over to Deputy First Selectman Haase.

Ms. Haase reminded everyone that this abatement issue wouldn't have been an issue if it was done before 10/1/13.

Ms. Cook said this vote shouldn't be prolonged as the abatement doesn't fit the criteria that was previously discussed. It wasn't discussed at the development phase.

Ms. Heavner made a motion to ask for the opinion of the Business Development Committee on this proposal. Ms. Haase seconded the motion. Ms. Heavner and Ms. Haase were in favor with Mr. Paine and Ms. Cook voting against. Therefore, the motion was denied.

After further discussion, Mr. Paine made a motion deny a tax abatement to C-TEC Solar for the solar installation located at the International Skating Center. Ms. Cook seconded the motion. Mr. Paine, Ms. Cook, and Ms. Haase were in favor, with Ms. Heavner abstaining. Therefore, the motion passed.

Ms. Glassman rejoined the meeting.

APPOINTMENTS AND RESIGNATIONS

a) Accept the resignation of Patrick Boeshans (R) as a regular member of the Clean Energy Task Force effective September 1, 2014

Ms. Heavner made a motion to accept the resignation of Patrick Boeshans as a regular member of the Clean Energy Task Force effective September 1, 2014 with our thanks. Ms. Haase seconded the motion. All were in favor and the motion passed.

b) Appoint Phil Purciello (R) as a regular member of the Conservation Commission with an expiration date of January 1, 2016

Ms. Haase made a motion to appoint Phil Purciello as a regular member of the Conservation Commission with an expiration date of January 1, 2016. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Accept the resignation of Mark D. McPherson as the Town of Simsbury representative to the North Central C-MED Communications Committee effective August 26, 2014

Ms. Cook made a motion to accept the resignation of Mark D. McPherson as the Town of Simsbury representative to the North Central C-MED Communications Committee effective August 26, 2014 with our thanks. Ms. Haase seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

There was no other business at this time.

ACCEPTANCE OF MINUTES

a) Regular Meeting of September 8, 2014

Ms. Cook made a motion to approve the Regular Meeting Minutes of September 8, 2014. Ms. Haase seconded the motion. All were in favor and the motion passed.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel – Approve Truck Driver/WPCF position

Ms. Heavner said this is a new T6 position. She said the Sub-Committee voted unanimously to approve this position.

Ms. Heavner made a motion to approve the proposed description for the Truck Driver-WPCF position. Ms. Haase seconded the motion. All were in favor and the motion passed.

2. Finance – no report at this time.

3. Welfare –no report at this time.

4. Public Safety –Ms. Heavner said there was a Public Safety meeting last Thursday.

The Simsbury Fire Department’s Open House will be held on October 5, from 11-2 at the Main Fire House on Hopmeadow Street.

Ms. Heavner said the Fire Department will be at Dewey Farms for drills in a live fire environment as they burn down the house on October 18th. They will be following all procedures to make sure it is safe and a controlled burn and there are no environmental exposure dangers to the fire fighters or the community.

Ms. Heavner said Mr. Kowalski reported on Operation Save a Life and a grant they received allowing them to give 180 smoke and co detectors to residents in need.

Ms. Heavner said Ms. Kertanis of the Farmington Valley Health District reported that they are tracking the Eboal and Enterovirus D68 and they have reached out to both private and public schools.

Community for Care

Ms. Heavner said the Simsbury Police School Resource officers gave an extremely informative presentation on what drugs and substances they are seeing in the community at the Community for Care Meeting. It was an excellent, eye-opening presentation and she encouraged everyone interested in these issues to view the meeting on SCTV. She also thanked them for filming it.

5. Board of Education – no report at this time.

Ms. Cook said the Aging and Disability Senior Wellness Program will be from 9:30 – 11:30 tomorrow at Eno Memorial Hall. All seniors are encouraged to attend.

ADJOURN TO EXECUTIVE SESSION

- a) Discussion of purchase of 1 Old Bridge Road**
- b) Discussion on Enforcement Action regarding 4 Apple Lane**

Ms. Haase made a motion to adjourn to Executive Session to discuss purchase of 1 Old Bridge Road and Discussion on Enforcement action regarding 4 Apple Lane at 8:13 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

a) Discussion on and purchase of 1 Old Bridge Road

In addition to the Board of Selectmen, Town Engineer Jerome Shea, Director of Administrative Services Thomas Cooke and Town Counsel Robert DeCrescenzo were present. Mr. Shea left the meeting at 8:20 p.m.

b) Discussion on Enforcement Action regarding 4 Apple Lane

Mr. Paine made a motion to adjourn from Executive Session at 8:37 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Possible action

Ms. Glassman reported that the owners of 1 Old Bridge Road had accepted an offer of \$150,000 for the purchase of the property and she thanked the Hudson family for their part in a transaction that will provide the Town of Simsbury and its residents with potential park space and an opportunity for access to the Farmington River near downtown Simsbury. She noted that the purchase had already been approved by the Open Space Committee. The Board of Selectmen discussed the need for an appropriation of up to \$50,000 to cover the cost of work to be done on the property subsequent to purchase, including but not limited to removal of asbestos and any other hazardous materials from the house, potential demolition of the house and any other potential costs associated with securing the property and making it safe for public access.

Ms. Heavner made a motion to refer the purchase to the Planning Commission for a Report as required by General Statutes §8-24. Ms. Cook seconded the motion. All were in favor and the motion passed.

Ms. Heavner made a motion to authorize the First Selectman to execute an amended contract for purchase of the property. Ms. Haase seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to appropriate (a) \$150,000 for the purchase of the property, (b) appropriate an additional \$50,000 to cover closing and post-closing costs with the understanding that any excess funds would be returned to the General Fund; and (c) refer the appropriations to the Board of Finance for approval. Ms. Heavner seconded the motion. All were in favor and the motion passed.

ADJOURN

Ms. Haase made a motion to adjourn the meeting at 8:40 p.m. Ms. Cook 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:** Appointment of Labor and Employment Law Counsel

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

3. **Date of Board Meeting:** October 15, 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:

Appoint Murtha Cullina LLP as the Town's Labor and Employment Law Counsel for the remainder of the Board of Selectmen's term.

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

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.):

At the direction of the Board of Selectmen an RFP for Labor and Employment Law Counsel was issued earlier this year. Four respondents were interviewed by the Personnel Sub-Committee. Based on the interviews and the Personnel Sub-Committee's discussion of the wide-ranging and often technical nature of employment law issues facing employers, Murtha Cullina has been identified as the firm with the most appropriate range of capabilities.

Murtha Cullina was questioned about the fact that its rate is higher than the rate charged by current employment law counsel (Murtha Cullina has agreed to a blended rate for attorneys of \$240 and the Town's current legal counsel, Siegel, O'Connor, O'Donnell & Beck, P.C., charges \$225 an hour). The firm believes that the range of employment law expertise offered by its staff will provide for more efficient service and competitive, if not lower, legal fees. The firm has agreed explore alternative fee arrangements, such as task-specific billing service agreements for major projects, fixed fee agreements and other billing arrangements on a case-by-case basis.

Town Staff is prepared to review total legal costs at the end of 2015 to determine whether or not the total fees charged by Murtha Cullina are cost competitive.

The firm's references – which included the Towns of Avon, Canton and South Windsor – were overwhelmingly positive.

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

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

Murtha Cullina, LLP RFP Response