



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

Watch Board of Selectmen meetings **LIVE** and rebroadcast on Comcast Channel 96, on Frontier Channel 99 and **LIVE** streamed or on-demand at www.simsburytv.org

SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – January 9, 2017 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

To receive public comment concerning a proposal to amend §137-3 of the Town of Simsbury's Sidewalk Maintenance ordinance to include required replacement or resurfacing of sidewalks in the Town of Simsbury's maintenance or capital budget and to discontinue assessing adjacent landowners.

CLOSE PUBLIC HEARING

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- Simsbury Public Library Strategic Plan Presentation
- Senior/Community Center Conceptual Plan

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Possible Action on Amendment to §137-3 of the Town of Simsbury's Sidewalk Maintenance Ordinance
- b) Approve Tax Refunds
- c) Authorize the First Selectwoman to execute a Historic Documents Preservation Grant with the CT State Library in the amount of \$4,000
- d) Approve Eagle Scout Projects

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

LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
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8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

- e) Approve the Recommendation for Simsbury Farms Golf Course Restaurant Agreement
- f) Approve extending the term of the non-exclusive license agreement for the use of the Stoddard Reservoir between the Town of Simsbury and the Simsbury Fish and Game Club, Inc. by four years from March 1, 2017 to March 1, 2021
- g) Discussion and possible approval of Performing Arts Center Contract Renewal
- h) Accept Donation in the amount of \$4,000 from Sutton Kaylor and Jake Goodwin for Social Services Department Programs
- i) Accept Donation in the amount of \$5,000 from Garrity Asphalt Reclaiming, Inc. for the Keep Simsbury Warm Programs
- j) Adopt Resolution Amending Defined Contribution Plan Administrative Procedure
- k) Acceptance of Proposal from L. Wagner & Associates for services relating to Small Cities Grant, Simsbury Housing Authority
- l) Approve 2017 Budget Workshop Dates

OTHER BUSINESS

APPOINTMENTS AND RESIGNATIONS

- a) Acknowledge the resignation of Carolyn Bligh (R) as a regular member of the Economic Development Commission effective December 9, 2016

REVIEW OF MINUTES

- a) Regular Meeting of December 12, 2016

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke - Director of Administrative Services

TOWN OF SIMSBURY PUBLIC HEARING NOTICE AMENDMENT OF SIDEWALK MAINTENANCE ORDINANCE

Notice is hereby given that the Board of Selectmen will hold a public hearing on Monday, January 9, 2017 at 6:00 p.m. in the Main Meeting Room of Simsbury Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070 to receive public comment concerning a proposal to amend §137-3 of the Town of Simsbury's Sidewalk Maintenance ordinance to include required replacement or resurfacing of sidewalks in the Town of Simsbury's maintenance or capital budget and to discontinue assessing adjacent landowners. The proposed revision to §137-3 is as follows:

§ 137-3. Town repair or replacement; ~~assessment policy.~~

When continuous sidewalks fronting properties with different owners need replacement or resurfacing, the Board of Selectmen may undertake such work as part of the Town's maintenance or capital replacement work. ~~and assess the benefits against the owners of said properties. Notification of property owners, hearings and determination of assessments shall be in accordance with the provisions of Connecticut General Statutes Sections 7-139 through 7-142, as the same may be amended from time to time.~~

Public Hearing Date: Monday, January 9, 2017 at 6:00 p.m.



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tcooke@simsbury-ct.gov
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8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Simsbury Public Library Strategic Plan Presentation

2. **Date of submission:** December 27, 2016

3. **Date of Board Meeting:** January 9, 2017

4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Dave Blume and Gail Ryan, Simsbury Public Library Trustees and Strategic Planning Committee Co-Chairs

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:

No action necessary

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

The Simsbury Public Library began its strategic planning process in the spring of 2016. The final Plan was adopted by the Library's Board of Trustees at their November 21, 2016 meeting. This document sets the vision and goals for the Library for the next five years. Dave Blume and Gail Ryan, Co-Chairs of the Strategic Planning Committee, would like the opportunity to present the Library's strategic planning process and the plan itself to the BOS.

7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):** No financial impact

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

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

Document will be distributed that evening.



NORTHEAST
COLLABORATIVE
ARCHITECTS

500 Plaza Middlesex
Middletown, CT 06457

www.ncarchitects.com

tel: 860.344.9332

fax: 860.347.4075

SIMSBURY SENIOR CENTER

DATE: January 6, 2017

TO: Simsbury Public Building Committee

FROM: Raymond A. Giolitto

RE: Simsbury Senior Center
Eno Memorial Hall Renovations

SUMMARY OF WORK COMPLETED TO DATE:

1. Reviewed available information from past studies and projects for Eno Memorial Hall.
2. Met at Eno Memorial Hall with Town Engineer, Senior Center Coordinator and Director of Social Services; toured Eno Hall
3. Met at Eno Memorial Hall with DPW Staff and RZ Design Associates (MEP/FP Engineer)
4. Review of hand-written notes from the preliminary meeting with SHPO on 8/22/13.
5. Conducted a preliminary code analysis to confirm compliance issues with current Existing Building Code and accessibility / ADA regulations.
6. NCA Visited Eno Memorial Hall three additional times to confirm existing conditions and dimensions.
7. Constructed a 3D electronic model of Eno Memorial Hall.
8. Prepared drawings illustrating proposed Project Scope at Eno Memorial Hall.
9. Prepared Preliminary "Order of Magnitude" Estimate of Probable Project Cost for Renovations and Additions at Eno Memorial Hall.

ENO HALL RENOVATIONS AND ADDITION PROJECT SCOPE:

Based on the Space Program, our observations and discussions with Town Staff, we have developed a "shopping list" of renovations, additions and allowances for your consideration. Below is a description of some of the items, which are also included in the "Order of Magnitude" Estimate of Probable Project Cost and, where possible, illustrated on the preliminary Project Scope drawings.

1. HVAC Project: Complete the remainder of the 2004 project for air conditioning and heating system fan coil units. The 2004 HVAC project only provided new heating and air conditioning for the Auditorium and the main entrance vestibule. The project will include a new chiller and extending the piping provided with the 2004 project. It will also include significant architectural work to provide cutting, patching and enclosures for the new system piping and components. All architectural work will be constructed to match the historic profiles and surfaces that have been disturbed during the construction. The existing steam boilers are in good condition and will remain as shown in the 2004 project. An allowance for refurbishment of the boilers is included in the cost estimate.
2. Hazardous Materials: The existing heating unit enclosures contain asbestos panels. These will need to be removed as contaminated material and properly disposed during the HVAC renovation.
3. Sitework: The survey was completed on December 30, 2016. The preliminary site plan illustrates site improvements to accommodate the new addition, new South exit from new offices, grading, parking lot improvements and a new drop off area from Station Street. Although not required by code and ADA, a new walk and ramp system is shown from Hopmeadow Street to the main West



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- entrance.
4. **Parking:** The existing parking lot has been redesigned for better traffic flow. A new retaining wall along Railroad Street is shown, creating additional head-in parking spaces. There are a total of 45 spaces provided, including four accessible parking spaces.
 5. **Site Utilities:** The proposed project will eliminate overhead power to the existing utility pole on the Northeast corner of the building. A new underground electrical line will be provided from the easternmost power pole to the building to a new electrical service entrance.
 6. **General Renovations:** The Project Scope will include the following. In all cases, consideration will be given to the historic registration of the building.
 - a. General finishes upgrades including painting, patching of woodwork, plaster and other items that have deteriorated.
 - b. Exterior allowance for masonry pointing, patching and painting of trim.
 - c. Extensions of handrails and guardrails as required to comply with the Existing Building Code.
 - d. Various removal or replacement of doors to accommodate accessibility needs and ADA compliance.
 - e. Lighting upgrades as necessary for brighter spaces.
 - f. The addition of accessible drinking fountains on each accessible floor.
 - g. Renovations of the Lower Level toilet rooms to accommodate accessibility requirements and for general upgrading of fixtures.
 7. **Program Requirements:** Program spaces are noted on the Space Program, dated 1/6/17 and are noted on the floor plans. The spaces are noted in the cost estimate to provide a "shopping list" for flexibility in creating the final Project Scope and Budget.
 8. **Addition:** An addition is shown on the North side of the building. The addition will be the "main accessible entrance" to the Senior Center / Eno Memorial Hall. The addition links both the entrance to the Senior Center and the accessible entrance to the elevator.
 9. **Fitness Equipment:** The plan shows a new Activity / Fitness Room in captured space below the stage. Floors have been removed and renovated to make this area accessible. The new room provides ample space for fitness equipment currently located on the second floor of Eno Memorial Hall. Other fitness classes can continue to be held in the Auditorium.

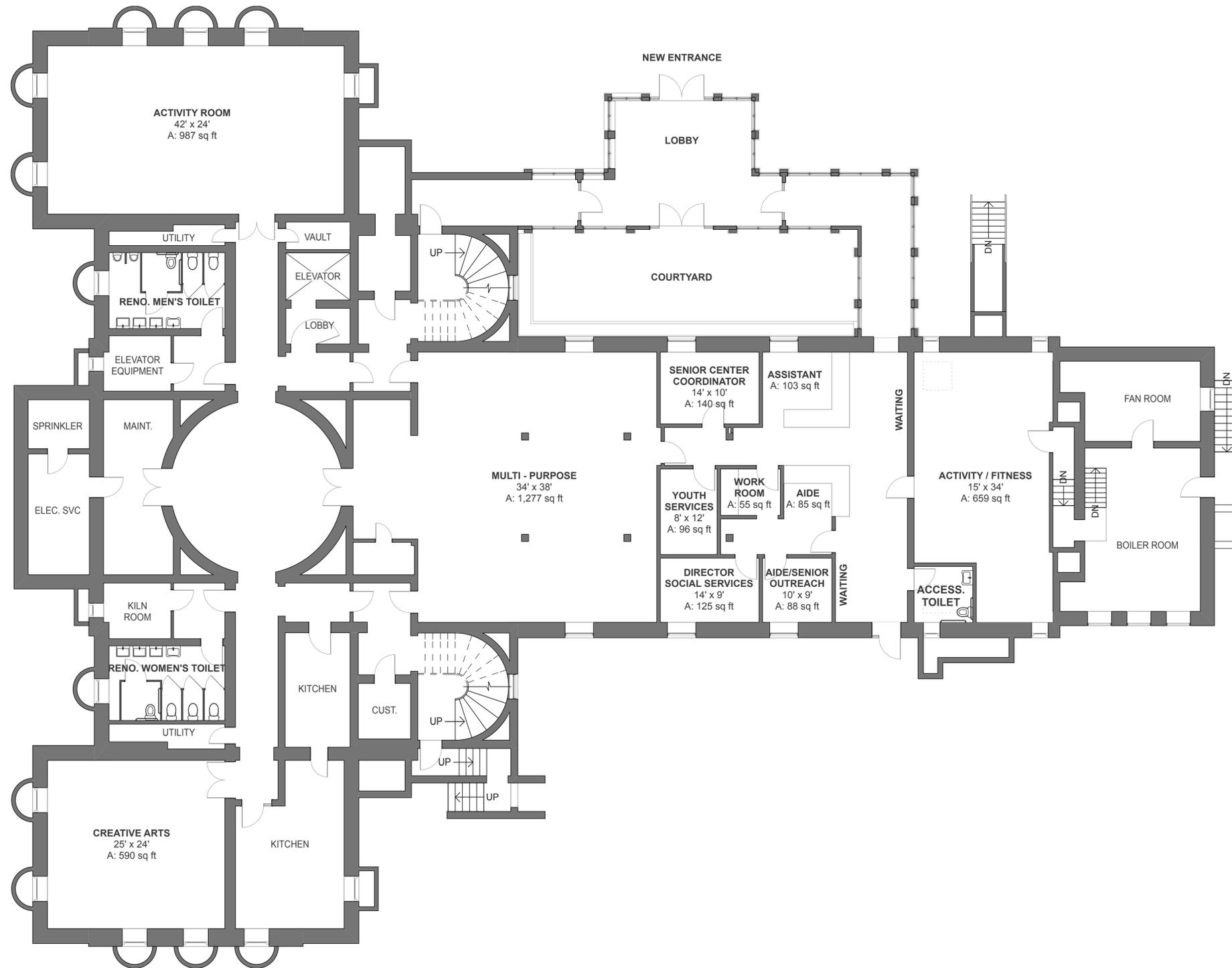


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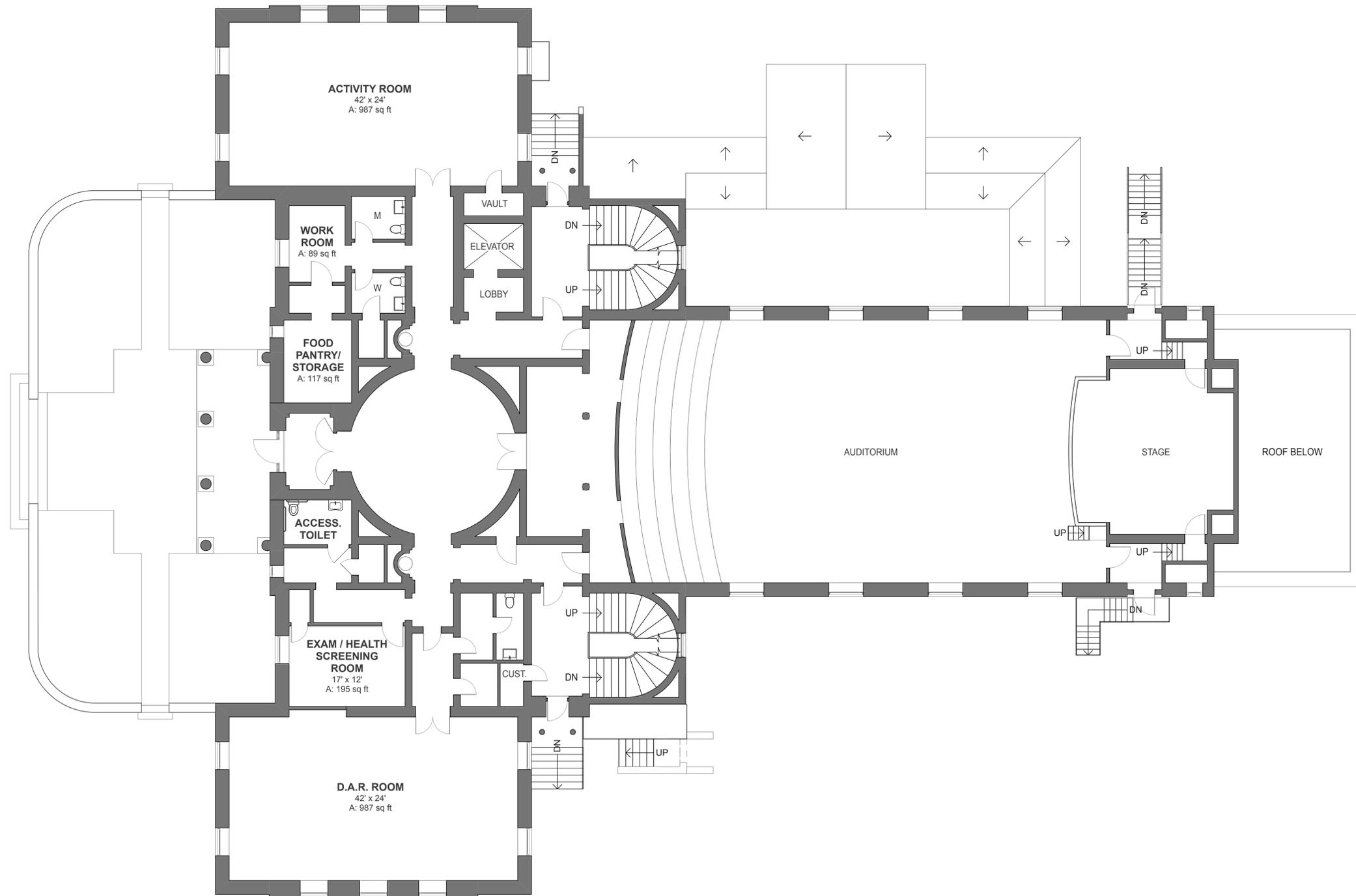
**SPACE PROGRAM
SIMSBURY SENIOR / COMMUNITY CENTER
ENO Memorial HALL RENOVATION AND ADDITION**

January 6, 2017

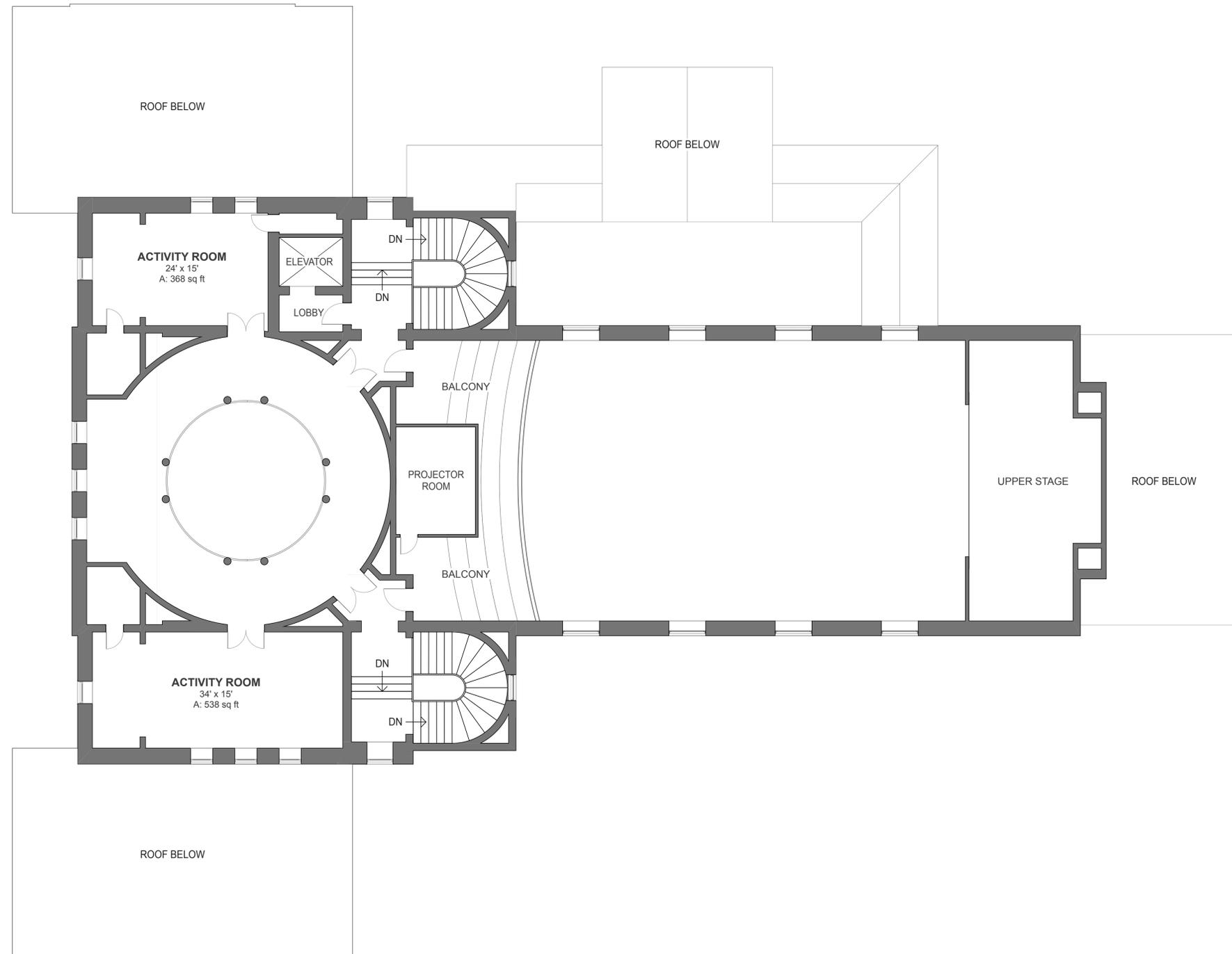
ROOM	NO.	AREA	SUB-TOTAL	COMMENTS
SOCIAL SERVICES				
Waiting	1	60	60	
Social Services Aide	1	64	64	
Aid / Senior Outreach Office	1	85	85	
Youth Servcies Office	1	96	96	
Director of Social Services	1	125	125	
SENIOR CENTER				
Waiting	1	60	60	
Assistant / Vounteers	1	130	130	
Senior Center Coordinator Office	1	140	140	
Shared Workroom	1	55	55	
HEALTH SCREENING				
Exam / Health Screening	1	195	195	include desk for health technician
New First Floor Accessible Toilet	1	70	70	
SENIOR & COMMUNITY ACTIVITIES				
Large Activity Rooms	2	987	1,974	
Small Activity Room	1	368	368	
Small Activity Room	1	538	538	
Creative Arts	1	590	590	
Kiln Room	1	72	72	
Activity / Fitness Room	1	659	659	new room under stage
Multi-Purpose Room	1	1,277	1,277	80 at tables; 125 at chairs
Auditorium	1	3,500	3,500	including balcony and stage
SUPPORT SPACES				
Kitchen	1	420	420	
Food Pantry Storage	1	165	165	
Men's Toilet	1	187	187	
Women's Toilet	1	187	187	
New Lower Level accessible toilet	1	64	64	
Exisitng Single Use Toilets	2	38	76	
SUBTOTAL NET AREA			11,157	



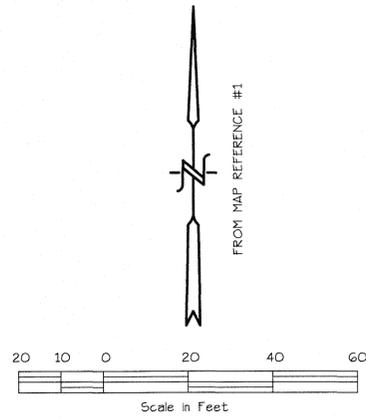
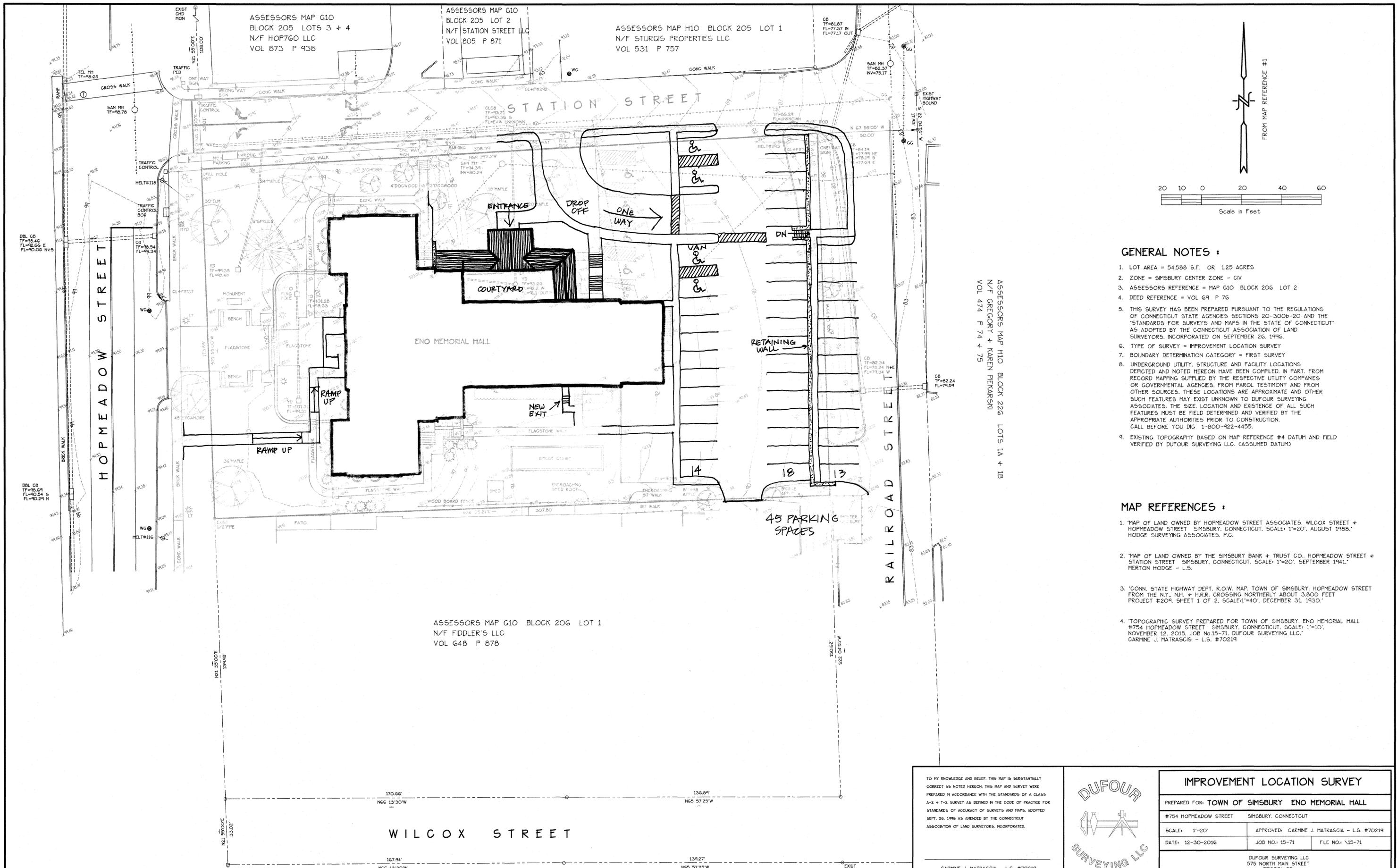
1 LOWER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



GENERAL NOTES :

1. LOT AREA = 54,588 S.F. OR 1.25 ACRES
2. ZONE = SIMSBURY CENTER ZONE - CIV
3. ASSESSORS REFERENCE = MAP G10 BLOCK 206 LOT 2
4. DEED REFERENCE = VOL G9 P 76
5. THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED ON SEPTEMBER 26, 1996.
6. TYPE OF SURVEY = IMPROVEMENT LOCATION SURVEY
7. BOUNDARY DETERMINATION CATEGORY = FIRST SURVEY
8. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PAROL TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS ARE APPROXIMATE AND OTHER SUCH FEATURES MAY EXIST UNKNOWN TO DUFOUR SURVEYING ASSOCIATES. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-422-4455.
9. EXISTING TOPOGRAPHY BASED ON MAP REFERENCE #4 DATUM AND FIELD VERIFIED BY DUFOUR SURVEYING LLC. (ASSUMED DATUM)

MAP REFERENCES :

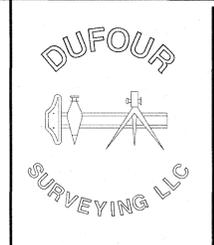
1. 'MAP OF LAND OWNED BY HOPMEADOW STREET ASSOCIATES, WILCOX STREET + HOPMEADOW STREET SIMSBURY, CONNECTICUT. SCALE: 1"=20'. AUGUST 1988.' HODGE SURVEYING ASSOCIATES, P.C.
2. 'MAP OF LAND OWNED BY THE SIMSBURY BANK + TRUST CO., HOPMEADOW STREET + STATION STREET SIMSBURY, CONNECTICUT. SCALE: 1"=20'. SEPTEMBER 1941.' MERTON HODGE - L.S.
3. 'CONN. STATE HIGHWAY DEPT. R.O.W. MAP, TOWN OF SIMSBURY, HOPMEADOW STREET FROM THE N.Y. N.H. + H.R.R. CROSSING NORTHERLY ABOUT 3,800 FEET PROJECT #209, SHEET 1 OF 2. SCALE: 1"=40'. DECEMBER 31, 1930.'
4. 'TOPOGRAPHIC SURVEY PREPARED FOR TOWN OF SIMSBURY, ENO MEMORIAL HALL #754 HOPMEADOW STREET SIMSBURY, CONNECTICUT. SCALE: 1"=10'. NOVEMBER 12, 2015, JOB NO.15-71. DUFOUR SURVEYING LLC.' CARMINE J. MATRASCIA - L.S. #70219

ASSESSORS MAP H10 BLOCK 226 LOTS 1A + 1B
N/F GREGORY + KAREN PIKARSKI
VOL 474 P 74 + 75

ASSESSORS MAP G10 BLOCK 206 LOT 1
N/F FIDDLER'S LLC
VOL G48 P B78

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 + T-2 SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

CARMINE J. MATRASCIA - L.S. #70219
NOT VALID WITHOUT EMBOSSED SEAL



IMPROVEMENT LOCATION SURVEY		
PREPARED FOR: TOWN OF SIMSBURY ENO MEMORIAL HALL		
#754 HOPMEADOW STREET SIMSBURY, CONNECTICUT		
SCALE: 1"=20'	APPROVED: CARMINE J. MATRASCIA - L.S. #70219	
DATE: 12-30-2016	JOB NO. 15-71	FILE NO. \15-71
DUFOUR SURVEYING LLC 575 NORTH MAIN STREET BRISTOL CT 860-314-0502 860-738-0222		



Renovations and Additions to Eno Memorial Hall

Simsbury Senior Center



Renovations and Additions to Eno Memorial Hall

Simsbury Senior Center



Renovations and Additions to Eno Memorial Hall

Simsbury Senior Center



Town of Simsbury

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

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

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Sidewalk Maintenance and Replacement Practices –
Review of Ordinance / Town Code

2. **Date of submission:** December 7, 2016

3. **Date of Board Meeting:** December 12, 2016

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

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

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

Schedule a Public Hearing to allow for modifications to Town Code Section 137 as it relates to maintenance and replacement of sidewalks.

6. **Summary of Submission:**

Over the past few years, there have been a number of questions raised about the Town's policy and procedures for the maintenance and replacement of sidewalks in Town. The attached memo outlines our existing maintenance and replacement practices and recommends holding a public hearing to consider modifications to our existing ordinance to remove the current requirement that property owners abutting a sidewalk that is in need of replacement be assessed for the full cost of this capital construction work.

7. **Financial Impact:**

Assuming the Town Code is changed, the Town would be responsible for the Capital Costs for sidewalk replacements. We currently have a line item in our Capital Program for FY 18 for sidewalk resurfacing with a budgetary value of \$1.2M. These funds would be sufficient to fund the replacement of approximately 65% of the Town's sidewalks.

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

- May 17, 2016 Memo titled, "Sidewalk Ordinance – Current Practices and Recommended Modifications"
- Copy of Town code 137 – with proposed modifications
- CRCOG Town's Sidewalk Policies



Town of Simsbury

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

~ Department of Public Works ~

Memorandum: Sidewalk Ordinance – Current Practices and Recommended Modifications

To: Lisa Heavner, First Selectman
CC: Board of Selectmen, Jeff Shea, Tom Cooke
From: Thomas J. Roy - PE, Director of Public Works
Date: December 8, 2016

Over the past few years, there have been a number of questions raised about the Town's policy and procedures for the maintenance and replacement of sidewalks in Town. I believe this is an important issue that has an impact on many of our residents and businesses and is deserving of careful consideration. How the Town approaches the construction and maintenance of sidewalks is an important part of the community's goals in terms of striking the appropriate balance between preserving our rural character and promoting a more walkable community.

The information presented below is intended to provide an overview of our current maintenance and replacement practices and provide alternative processes for consideration:

Town Assets:

Sidewalks*	13.9 miles
Paved multi-use paths	10.7 miles
Stone dust multi-use paths	2.5 mi
Neighborhood trails	unmeasured
Hiking Trails	6,700 acres

*Sidewalks are defined as any hard-surfaced walkway which is five feet or less in width and generally paralleling a road or highway and is for the exclusive use of pedestrians. Sidewalks can be constructed of concrete or bituminous pavement (asphalt). Concrete walks typically have a life expectancy of 25+/- years and bituminous walks have a life expectancy of 12 +/-years. Sidewalks on State roadways fall under Simsbury's ordinance, including the costs for replacement unless the replacement is in conjunction with a state roadway rehabilitation project.

Current Challenges:

- With many of the neighborhoods that have sidewalks, only being served by a walk on one side of the road, it is not perceived as "fair" for one side of the street to receive the full burden of maintaining the sidewalk for the benefit of all of the residents in the neighborhood.
- Sidewalks in some neighborhoods have deteriorated to the point that they have effectively been removed – sections are grassed over or individual residents have removed them. The Town has been reluctant to assess homeowners for the cost of replacing deteriorated sidewalks.

Current Sidewalk Maintenance and Replacement Practices:

Simsbury Town Ordinance, *Chapter 137, Streets and Sidewalks (complete ordinance is attached)*, places the responsibility for maintenance of sidewalks on the adjacent property owners. This includes both snow removal and costs for repair or reconstruction. The overall content of this ordinance is common and is similar to several local towns, including: Avon, Bloomfield, Canton, Farmington and Granby.

It is important to note that the maintenance requirements can be a major deterrent for residents/neighborhoods interested in installing new sidewalks, as many homeowners do not want to take on the responsibility for snow removal or the future replacement costs.

Snow Removal:

The requirement that abutting property owners take responsibility for the snow removal is standard practice in Connecticut. Attached is a 2011 study completed by CRCOG regarding various Towns and their sidewalk ordinances. This study found that all Towns that responded to the study required abutting property owners to remove snow from sidewalks.

For sidewalks that are adjacent to Open Space, the Town has historically been responsible for snow removal and winter maintenance. Similarly, for walks adjacent to schools, the Board of Education has been responsible for snow removal.

Repair and Replacement:

Based on our Town Ordinance, when a sidewalk needs repairs or replacement the responsibility falls on the abutting property owner. This is a difficult ordinance to enforce in a community like Simsbury where we have a limited sidewalk network and in most neighborhoods with sidewalks, the walks are only on one side of the street. We therefore place a heavy burden on the homeowners that are adjacent to the sidewalks as these assets are beneficial to the entire neighborhood; and homeowners on one side of the street take on all the responsibility for sidewalk maintenance and replacement costs, while the other side enjoys the benefits.

It is a common ordinance to require abutting property owners with the repair of sidewalks and it may help to share some of the liability associated with sidewalks to the abutting property owners. In theory, the abutting property owner has control over the maintenance and should be able to identify any potential defects in a timely manner due to their proximity to the walk.

Some of the Towns in the region have admittedly not enforced their ordinances requiring that home owners pay for the cost of replacing old and deteriorated sidewalks.

Streetscape Program:

The Town has initiated Streetscape projects that include the construction of decorative sidewalks in many of our downtown areas. We have been fortunate in receiving various grants to support

our ongoing efforts to provide these improvements. All costs in excess of grant funding have been provided by the town. The abutting property owners, in most cases the businesses have not been required to pay for these enhancements.

Recommended Modification to Existing Practices and Ordinance:

Modify section 137-3 of the Simsbury Town Code to remove the burden of assessing residents for the cost for replacing continuous sections of sidewalk that are in need of replacement due to normal wear and tear. This will require the Town to budget and manage the replacement of these assets. Assuming we modify the ordinance, Public Works would be able to put our sidewalk maintenance and replacement on a schedule similar to our roadway program, allowing us to keep our assets in good repair with a regular maintenance, inspection and replacement program. A red-line copy of the proposed changes to the ordinance is attached.

Cost Implications:

The cost for the future maintenance of our sidewalks is difficult to estimate accurately as we have not done an in-depth inspection and inventory of our walks. However, based on the lack of investment into the Town's sidewalks for the last few years, we can base our initial costs on needing to replace 65% of our concrete and bituminous sidewalks in the first five years and the remaining walks in the next five years, so that we would have a full replacement of all of our walks with the exception of our streetscapes in a 10 year period. The sidewalks that have been part of the streetscape program are not included in the replacement calculations as these walks are relatively new or already scheduled for replacement.

We have been carrying a budget of \$1.2M in our capital program for sidewalk improvements in FY18. This funding would be sufficient to initiate a replacement program and design and replace the initial 65% of our walks.

Attachments:

- Town Ordinance, *Chapter 137 Streets and Sidewalks with suggested text changes*
- *2011 CRCOG Summary of Sidewalk Policies*
- *Map depicting current sidewalk locations*

**CODE OF THE TOWN OF SIMSBURY, CONNECTICUT, v37 Updated 02-01-2014 / PART II GENERAL
LEGISLATION / Chapter 137, STREETS AND SIDEWALKS**

[HISTORY: Adopted by the Board of Selectmen of the Town of Simsbury: Art. I, 5-14-1990; Art. II, 1-8-1990; Art. III, 1-28-1991. Amendments noted where applicable.]

GENERAL REFERENCES

Bicycles on sidewalks -- See Ch. 67.

Open burning in streets -- See Ch. 75.

Littering -- See Ch. 106.

Offenses on public property -- See Ch. 115.

Vehicles and traffic -- See Ch. 149.

ARTICLE I

Sidewalk Maintenance

[Adopted 5-14-1990EN]

§ 137-1. Snow and ice removal. [Amended 2-28-1994]

- A. Winter maintenance required. The owner, agent of the owner or the occupant of any building or land bordering upon any street, square or public place within the town where there is a sidewalk shall cause to be removed therefrom any and all snow, sleet and ice within a period of 24 hours after the cessation of the snow, sleet or rainfall; and, whenever any such sidewalk or any part thereof shall be covered with ice, the owner, agent of the owner or the occupant of the building or land adjacent thereto shall, within the space of two hours after sunrise, cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or other suitable substance.
- B. Property owners' exemption for town-maintained walks. The provisions of this section shall not apply to owners, agents or occupants of buildings or land bordering sidewalks for which the Town of Simsbury has, by agreement, assumed the responsibility for removal of snow and ice or for covering the same with sand or other suitable substance to make them safe and convenient.
- C. No person, firm or corporation shall plow any snow or ice from any private property across any town street or highway, nor shall any person, firm or corporation place or cause to be placed any snow or ice from any private property upon a town street or highway.
- D. Enforcement provisions. It shall be the duty of the police force, under the direction of the Chief of Police, to see that the foregoing provisions relating to snow and ice are strictly complied with; and it shall be the duty of the Chief of Police to report promptly all cases of neglect to the offending party, whose duty it shall be forthwith to cause all walks so reported as being neglected to be properly cleaned or protected.
- E. Fine for noncompliance. Persons who shall violate any of the provisions of this section or refuse or neglect to comply with the same after notification shall be guilty of a misdemeanor and shall be fined the sum of \$90 for each offense and shall also be liable for the costs incurred by the town to remove snow and/or ice and sand the walk. All costs shall be a lien on the property until paid, as per the provisions of Connecticut General Statutes Section 7-148©(6)©.

CODE OF THE TOWN OF SIMSBURY, CONNECTICUT, v37 Updated 02-01-2014 / PART II GENERAL LEGISLATION / Chapter 137, STREETS AND SIDEWALKS

§ 137-2. Repair or replacement requirements.

The Board of Selectmen, when in its opinion a sidewalk is in need of repair or replacement, is hereby authorized, by giving notice by certified mail to the owner at his last known address, to order the owner of the land fronting on any street or highway to repair or replace the sidewalk in front of said property and within such time as the Board of Selectmen may prescribe. Said notice shall contain a description of the needed repairs. When the owner of such land shall neglect or refuse to repair or replace any such sidewalk within the time and in the manner ordered by the Board of Selectmen as above provided, the Board of Selectmen may proceed to have said repairs or replacement made at the expense of the property owner. The expense of said replacement or repair shall be addressed as a benefit against the owner of the property adjoining such sidewalk and shall be a lien upon such property in accordance with the provisions of Connecticut General Statutes Sections 7-139 and 7-140, as the same may be amended from time to time.

§ 137-3. Town repair or replacement; ~~assessment policy.~~

When continuous sidewalks fronting properties with different owners need replacement or resurfacing, the Board of Selectmen may undertake such work as part of the Town's maintenance or capital replacement work. ~~and assess the benefits against the owners of said properties. Notification of property owners, hearings and determination of assessments shall be in accordance with the provisions of Connecticut General Statutes Sections 7-139 through 7-142, as the same may be amended from time to time.~~

§ 137-4. Statutory liability provisions adopted.

The provisions of Connecticut General Statutes Section 7-163a, as the same may be amended from time to time, are hereby adopted.

CROCOG Town Sidewalk Policies
Towns listed Alphabetically

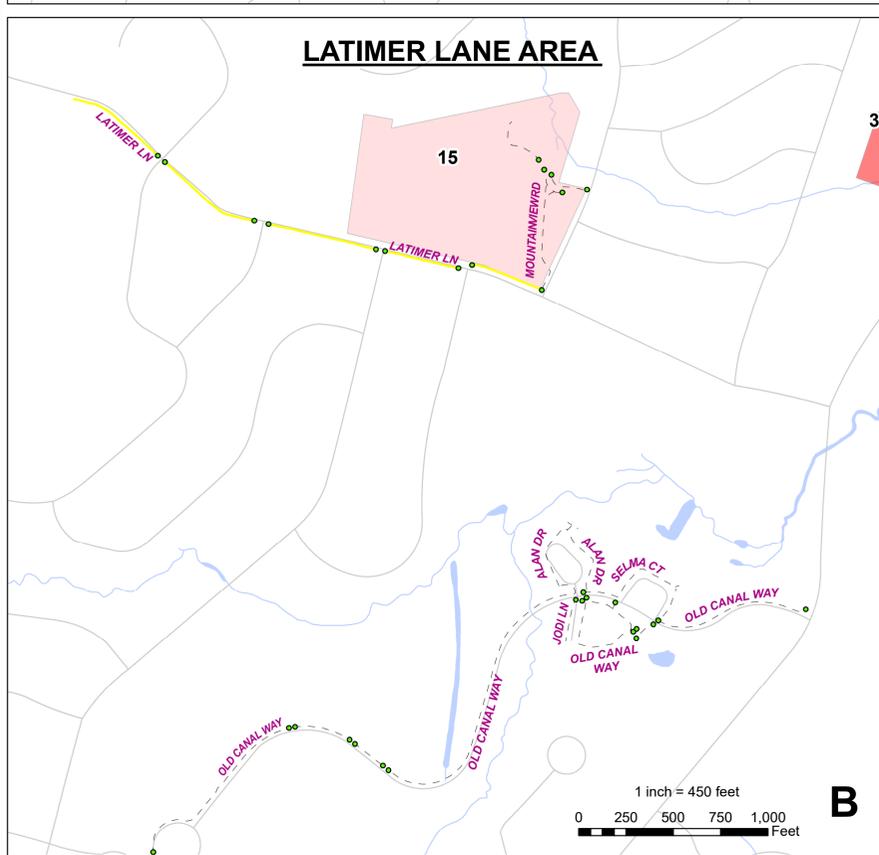
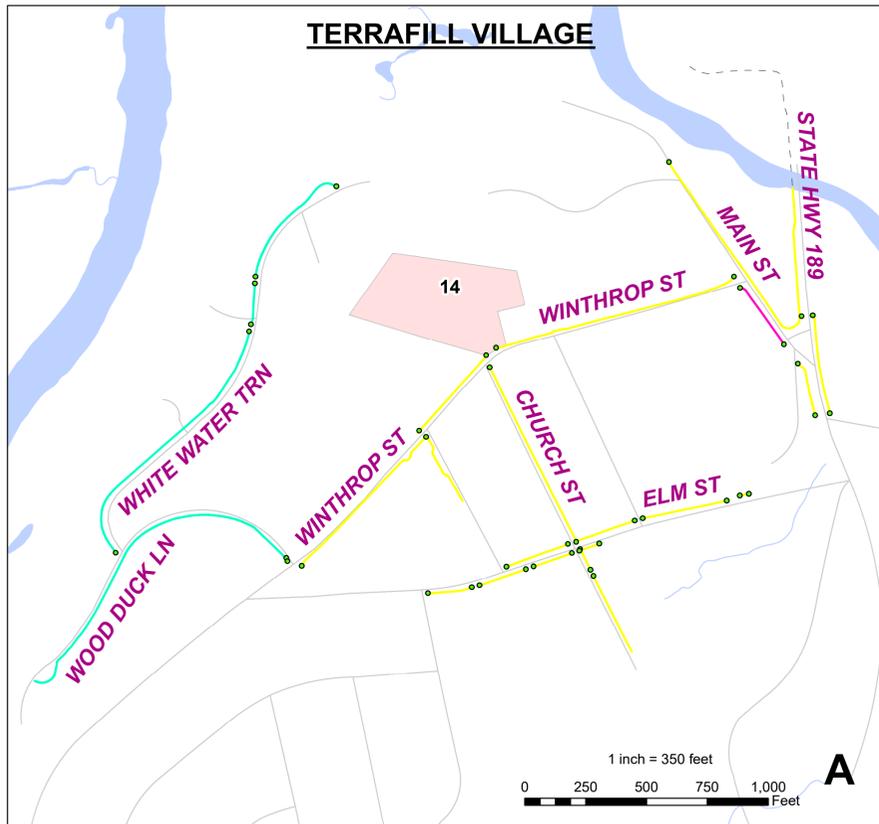
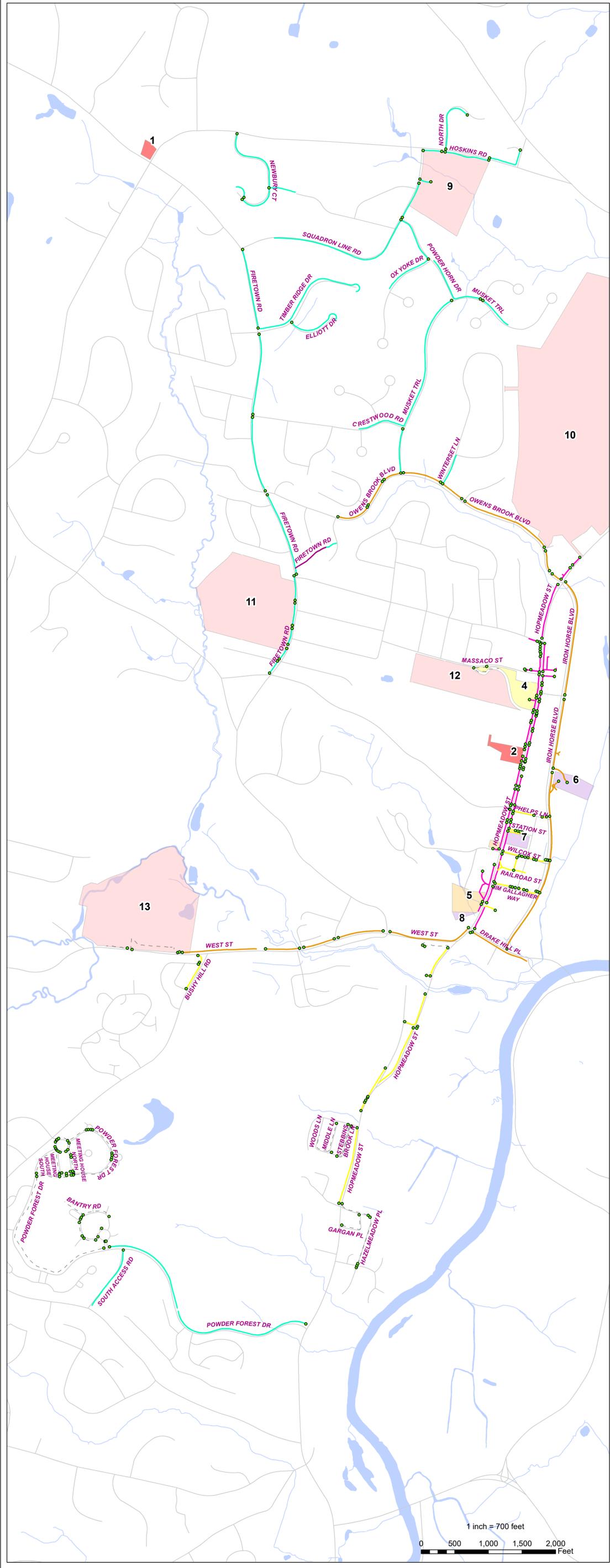
Municipality	Census 2010	Responsible for Longterm up keep of sidewalk	responsible for snow removal	notes
Andover	3,303	abutter	abutter	few sidewalks in place
Avon	18,098	abutter	abutter	because of concern with requiring property owners to maintain, about 30 years ago, decision was made not to require sidewalks
Bloomfield	20,486	abutter	abutter	ordinance allows for assessment if town inspects sidewalk
Bolton	4,980	??	??	few sidewalks in place
Canton	10,292	abutter	abutter	
East Granby	5,148	Town	abutter	few sidewalks in place
East Hartford	51,252	abutter	abutter	
East Windsor	11,162	abutter	abutter	
Ellington	15,602	town	abutter	
Enfield	44,654	town	abutter	have had resistance to new sidewalks
Farmington	25,340	abutter	abutter	
Glastonbury	34,427	town	abutter	have an annual sidewalk repair line item of \$60,000 for their 122 miles of sidewalk.
Granby	11,282	abutter	abutter	
Hartford	124,775	abutter	abutter	when the City does repairs to a sidewalk when the property owner will not, a lien is placed on the property for the improvement.
Hebron	9,686	town	abutter	The town has been expanding sidewalks in the town center with CIP funds or with STEAP grants. Summer of 2011: installing walks along the entire north side of Main Street with a STEAP grant.
Manchester	58,241	town	abutter	spend \$0.5 to \$1 M per year on Capital maintenance for sidewalks
Marlborough	6,404	?	?	
Newington	30,562	town	abutter	
Rocky Hill	19,709	town	abutter	
Simsbury	23,511	abutter	abutter	the town has done some reapears where they could have assessed the property owner, but have not done so

CRCOG Town Sidewalk Policies
Towns listed Alphabetically

Somers	11,444	town	abutter	in CIP budget, have budgeted ~\$50,000 per year (this is old information)
South Windsor	25,709	abutter	abutter	
Stafford	12,087			
Suffield	15,735	abutter	abutter	
Tolland	15,052	??	abutter	
Vernon	29,179	1/2 abutter	abutter	abutter pays 1/2 of installation or maintenance cost
West Hartford	63,268	town	abutter	for new sidewalks, have a petition process and a series of criteria that must be met. If all the criteria are met, the town will cover 50% of the sidewalk installation cost. If the criteria are not met, the property owners will pay for installation. Spend in excess of \$200,000 per year on sidewalk maintenance (245 miles of sidewalk) and an additional amount for sidewalk replacement. Do not replace sidewalks as part of road reconstruction projects unless there are grade issues.
Wethersfield	26,668	town and abutter	abutter	the abutter is required to pay a certain percentage of sidewalk maintenance costs
Windsor	29,044	town	abutter	the town budgets approximately \$50,000 to \$100,000 annually in the CIP for sidewalk repair. The amount invested in new sidewalks by the town varies from year to year.
Windsor Locks	12,498	town	abutter	
Region w/o Hartford	644,823			
Capitol Region	769,598			

Sidewalk information source: CRCOG phone interviews, 2003 and 2004, updated in 2011

2010 Population Source: U.S.Census



- #### Sidewalks
- Bituminous: 32,024 Feet
 - Bike Path: 15,553 Feet
 - Concrete: 18,786 Feet
 - Street Scape: 10,590 Feet
 - Neighborhood Connector: 566 Feet
 - Private: N/A
 - Sidewalk Ramps



- #### Town Facilities
- 1 - Firetown Fire Station
 - 2 - Main Fire House
 - 3 - Weatogue Fire Station
 - 4 - Town Hall
 - 5 - Simsbury Public Library
 - 6 - Simsbury Meadows
 - 7 - Eno Memorial Hall
 - 8 - Boy Scout Hall
 - 9 - Squadron Line Elementary
 - 10 - Westminster School
 - 11 - Henry James Memorial School
 - 12 - Central Elementary
 - 13 - Simsbury High School
 - 14 - Tariffville Elementary School
 - 15 - Latimer Lane Elementary School
- | | |
|------------------------|-----------|
| Town Facilities | Municipal |
| Fire | School |
| Library | Other |





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** January 3, 2017
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

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

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

Tax refunds to be approved by State Statue 12-129. Some of the reasons for refunds on cars are –vehicle sold, destroyed, donated, moved out of state or appealed the taxes.

Real Estate refunds are due to the fact that both a bank and an attorney's office pay the taxes because of sale of house or re-finance.

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

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

Approve tax refunds per attached printout in the amount of \$ 25,278.34

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2013					
					\$0.00
					\$0.00
Total 2013		\$0.00	\$0.00	\$0.00	\$0.00
List 2014					
CAB East LLC	14-3-52331	\$83.29	\$2.67		\$85.96
CAB East LLC	14-3-52355	\$476.10	\$15.26		\$491.36
Hyundai Lease Titling Trust	14-3-58544	\$246.59	\$7.90		\$254.49
Hyundai Lease Titling Trust	14-3-58585	\$103.23	\$3.31		\$106.54
Porche Leasing LTD	14-4-82523	\$100.41	\$3.22		\$103.63
					\$0.00
					\$0.00
Total 2014		\$1,009.62	\$32.36	\$0.00	\$1,041.98
List 2015					
Webber & Meyers (Dekeyser)	15-1-01944	\$327.38			\$327.38
Jackson, James Trst	15-1-03772	\$60.00			\$60.00
Laro, M Roland Trst	15-1-04432	\$111.04			\$111.04
Martinelli Lois A	15-1-04998	\$3,876.44			\$3,876.44
Potter Christopher	15-1-06383	\$198.30			\$198.30
Univest (Stapleford)	15-1-07724	\$176.44			\$176.44
Key Bank (Wagner)	15-1-08374	\$427.07			\$427.07
Halloran & Sage LLP (Zachs)	15-1-08819		\$110.52		\$110.52
Lereta (Zachs, Barbara)	15-1-08819	\$3,335.23			\$3,335.23
Licke G Thomas	15-1-4620	\$4,405.59			\$4,405.59
Sanzflora Design	15-2-40729	\$63.74			\$63.74
Acar Leasing Limited	15-3-50035	\$81.04	\$2.25		\$83.29
Ari Fleet LT	15-3-50519	\$285.62	\$7.93		\$293.55
Arnold Kristopher	15-3-50564	\$342.65	\$9.52		\$352.17
Bussolini Cass	15-3-52285	\$218.41	\$6.07		\$224.48
CAB East LLC	15-3-52353	\$630.72	\$17.52		\$648.24
CCAP Auto Leasing	15-3-52817	\$202.03	\$5.61		\$207.64
Cialfi Dorothy	15-3-53093	\$80.21	\$2.23		\$82.44
Crane Lynn	15-3-53761	\$70.70	\$1.96		\$72.66
Daimler Trust	15-3-54063	\$815.76	\$22.66		\$838.42
Darnis Donna	15-3-54149	\$654.62	\$18.18		\$672.80
Darnis Donna	15-3-54150	\$314.93	\$8.75		\$323.68
Ferguson Terence	15-3-55641	\$176.94	\$4.91		\$181.85
Finnance Philip	15-3-55784	\$330.77	\$9.19		\$339.96
Goodwin Andrew	15-3-56883	\$86.44	\$2.40		\$88.84
Gorecki Stephen	15-3-56906	\$92.34	\$2.56		\$94.90
Heagney John T 3rd	15-3-57670	\$201.71	\$5.60		\$207.31
Heath Harley E	15-3-57686	\$412.56	\$11.46		\$424.02
Hoffman of W. Simsbury Inc	15-3-57999	\$221.04	\$6.14		\$227.18
Hoffsis David H	15-3-58014	\$47.59	\$1.32		\$48.91
Honda Lease Trust	15-3-58156	\$425.63	\$11.82		\$437.45
Howe Barclay	15-3-58401	\$105.37	\$2.93		\$108.30

JB Morgan Chase	15-3-59109	\$165.67	\$4.60		\$170.27
Kim Hyun J	15-3-59633	\$96.84	\$2.69		\$99.53
Kirk Leon C	15-3-59697	\$94.28	\$2.62		\$96.90
Kissell Shawn M	15-3-59712	\$132.66	\$3.68		\$136.34
Kowalski Kevin J	15-3-59893	\$468.04	\$13.00		\$481.04
Landi Eileen	15-3-60205	\$22.64	\$0.63		\$23.27
Lane Muriel K	15-3-60230	\$112.57	\$3.13		\$115.70
Larwood James C	15-3-60310	\$456.84	\$12.69		\$469.53
Lemanski Joseph W	15-3-60550	\$212.26	\$5.90		\$218.16
Lescoe Christine	15-3-60610	\$75.60	\$2.10		\$77.70
Levy Mark L	15-3-60662	\$181.44	\$5.04		\$186.48
Mahnensmith Rex L	15-3-61286	\$123.37	\$3.43		\$126.80
Mathewson Marilyn	15-3-61650	\$150.84	\$4.19		\$155.03
Metzger Frederick B	15-3-62269	\$79.92	\$2.22		\$82.14
Miller William A	15-3-62441	\$154.84	\$4.30		\$159.14
Naumov Vadim V	15-3-63097	\$195.80	\$5.44		\$201.24
Nissan Infiniti LT	15-3-63409	\$104.76	\$2.91		\$107.67
Nissan Infiniti LT	15-3-63421	\$209.52	\$5.82		\$215.34
Parisi Nicholas J	15-3-64073	\$100.80	\$2.80		\$103.60
Picard Michael R	15-3-64524	\$181.12	\$5.03		\$186.15
Picarello Robert A	15-3-64529	\$263.77	\$7.33		\$271.10
Porter Patricia	15-3-64737	\$43.27	\$1.20		\$44.47
Raye Steven P	15-3-65146	\$45.79	\$1.27		\$47.06
Romero-Vicini Bonne L	15-3-65681	\$67.39	\$1.87		\$69.26
Shah Milind N	15-3-66709	\$66.96	\$1.86		\$68.82
Sousa Jose F	15-3-67430	\$61.38	\$1.70		\$63.08
Spradlin Rose	15-3-67517	\$34.88	\$0.97		\$35.85
Thomson Susan E	15-3-68294	\$160.63	\$4.46		\$165.09
Tobio Robert T	15-3-68345	\$48.60	\$1.35		\$49.95
Toyota Lease Trust	15-3-68525	\$447.73	\$12.44		\$460.17
Toyota Lease Trust	15-3-68613	\$386.28	\$10.73		\$397.01
Tran Cindy L	15-3-68657	\$15.73	\$0.44		\$16.17
USB Leasing LT	15-3-68891	\$353.52	\$9.82		\$363.34
VW Credit Leasing Ltd	15-3-68973	\$143.21	\$3.98		\$147.19
Wiecking Janice A	15-3-69876	\$31.46	\$0.87		\$32.33
					\$0.00
					\$0.00
Total 2015		\$24,268.72	\$424.04	\$0.00	\$24,692.76
TOTAL 2013		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2014		\$1,009.62	\$32.36	\$0.00	\$1,041.98
TOTAL 2015		\$24,268.72	\$424.04	\$0.00	\$24,692.76
					\$25,734.74
TOTAL ALL YEARS		\$25,278.34	\$456.40	\$0.00	\$25,734.74



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 the CT State Library Historic Documents Preservation Grant
2. **Date of submission:** 12/30/2016
3. **Date of Board Meeting:** 01/09/2016
4. **Individual or Entity making the submission**

Ericka L. Butler, Town Clerk
5. **Action requested of the Board of Selectmen**

Accepts the Historic Documents Preservation Grant awarded to the Town of Simsbury in the amount of \$4,000 from the CT State Library
6. **Summary of Submission**

In September of this year an application was submitted on behalf of the Town of Simsbury for the Historic Documents Preservation Grant in the amount of \$4,000 to be used to scan and attach land record images to the Town Clerk's Electronic Land Record Index. The application has been approved by the CT State Library, and now the Grant Contract needs to be signed by the First Selectwoman and returned to the CT State Library no later than January 31, 2017. Once signed by the State Librarian, a copy of the fully executed contract will be returned to the municipality and the grant work and expenditures can begin. COTT, the vendor that will be completing this project, is looking to start scanning in the beginning of February. They have until June 30th, 2017 to complete the work. Once completed, the Town Clerk is responsible for submitting the final report to the CT State Library.
7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):** NONE
8. **Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**
Copy of Award Letter, Targeted Grant Contract and Instructions



CT State Library
Office of the Public Records Administrator

December 27, 2016

Town Clerk Ericka Butler
Town of Simsbury
933 Hopmeadow St.
PO Box 495
Simsbury, CT 06070-0495



RE: Historic Documents Preservation Grant # 128-OI-17, Cycle 2, FY 2017

Dear Town Clerk:

The State Library is pleased to inform you that the Historic Documents Preservation Grant Application for the **Town of Simsbury** in the amount of **\$4,000.00** has been approved.

To receive the grant, the municipality must now enter into a contract with the State Library.

Please find the following documents enclosed:

1. **Targeted Grant Contract**
2. **Instructions for Returning the Grant Contract**

The Grant Contract must be signed by the Municipal CEO and returned no later than **January 31, 2017**. After it is signed by the State Librarian, a copy of the fully executed contract will be returned to the municipality.

Grant work and expenditures may begin only **after** the municipality has received its copy of the fully executed contract.

Grant award payments will be processed within **30 days** after the contract has been fully executed.

Grant work and expenditures must be completed by **June 30, 2017**. The final report should be submitted immediately upon completion of the grant. For complete grant administration requirements, including amendment procedures, see the *FY 2017 Grant Guidelines*.

If you have questions or need assistance, please contact Kathy Makover at kathy.makover@ct.gov or (860) 566-1100 ext. 303.

Sincerely,

LeAnn R. Power, CRM
Public Records Administrator

Enclosures (2)
cc: First Selectman Lisa Heavner

Instructions for Returning the Grant Contract

1. Have the Municipal CEO sign and date the Grant Contract on page 4.

Clearly print the name, title, municipality and mailing address.

An **original signature** is required. The state will not accept a stamped signature or a document signed and initialed by someone acting on behalf of the authorized official.

As announced on July 14, 2015, the municipality is **no longer required** to obtain or submit a Certified Resolution for the Historic Documents Preservation Grants.

2. Mail the signed Grant Contract by January 31, 2017 to:

Kathy Makover, Field Archivist
Connecticut State Library
231 Capitol Ave.
Hartford, CT 06106



Please **do not include** any other documents in the envelope.

For **questions**, please call (860) 566-1100 ext. 303.

If you will be unable to meet the January 31st return deadline, email kathy.makover@ct.gov prior to that date to request an extension.

Historic Documents Preservation Program
Connecticut State Library
Hartford, Connecticut 06106

GRANT CONTRACT

Targeted Grant FY 2017, Cycle 2 — Grant #128-OI-17

This contract made between the State of Connecticut, Connecticut State Library (hereinafter "State Library") and the **Town of Simsbury** (hereinafter "Contractor") pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library's Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program ("Program") for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant ("Grant") from this Program; and

WHEREAS, the Contractor is a municipality;

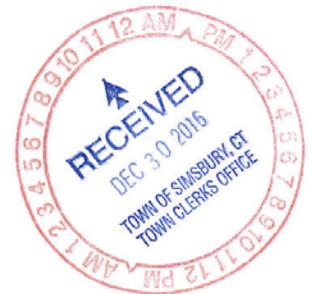
NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a Grant for an amount not to exceed **\$4,000.00** (hereinafter "Grant Funds"), for the following (hereinafter referred to as the "Project") as approved in the municipality's Targeted Grant Application on **December 27, 2016**, on file at the State Library:

Records conversion project to improve access to a collection of public records.

2. The approved Project Budget is as follows:

	Expense Type	Funds Approved
1.	Consultants/Vendors	\$ 4,000.00
2.	Equipment	\$
3.	Supplies	\$
4.	Town Personnel Costs	\$
5.	Other (specify)	\$
6.	TOTAL	\$ 4,000.00



The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. Contract Period. The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2016, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later**, through **June 30, 2017**. Any Grant Funds remaining unexpended on **June 30, 2017**, must be returned to the State Library with the *Project Evaluation/Expenditure Report*.
4. Payment. The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the Contractor shall be processed upon approval of this contract or upon the first day of this contract period, whichever is later.

5. **Contract Amendment.** To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an *Amendment Request Form*, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.
6. **Final Report.** The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at www.ctstatelibrary.org, for receipt at the State Library by **September 1, 2017**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended.
7. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.
8. **Indemnification.** The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.
9. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
10. **Inspection of Work Performed.** (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor. (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.
11. **Refund.** The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.
12. **Governing law.** This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

13. Assignment. The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.
14. Claims against the State. The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
15. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
16. Termination. The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.
17. Sovereign Immunity. The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
18. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Approval of Eagle Scout Projects – Chris Anderson and Alec Traktovenko
2. **Date of submission:** January 4, 2017
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

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

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

Authorize the Eagle Scout projects as proposed to be completed on Town owned property.

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

At a special meeting of the Culture, Parks and Recreation Commission on December 15, the following Eagle Scout projects were proposed to be completed on town owned property:

Chris Anderson: Repairs and renovations to the David Emott Memorial Fitness Trail at Simsbury Farms.

Alec Traktovenko: Construction and installation of two "Little Free Library" book cabinets along the Farmington Valley Greenway.

The Commission was impressed with both proposals and unanimously recommended that they be forwarded to the Board of Selectmen for approval. Both young men will make presentations to the Board.

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

Both projects offer a positive financial impact to the Town since they both involve areas that are very popular with the public. The Town would otherwise be funding these improvements.

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:

Both will hand out materials related to their projects at the meeting.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Approval of Recommendation for Simsbury Farms Golf Course Restaurant Agreement
2. **Date of submission:** January 4, 2017
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

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

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

Approve the recommendation of the Culture, Parks and Recreation Commission to enter into a two year agreement with Maple KRG LLC to operate the Simsbury Farms Golf Course Restaurant for 2017 and 2018.

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

A request for proposal for a concessionaire to operate the Simsbury Farms Golf Course Restaurant was advertised on November 17, 2016 with a response date of December 13, 2016.

Maple KRG LLC submitted the lone proposal of \$26,500 per year for two years. The chef/partner of Maple KRG is Attilio Ceneviva who previously operated the golf course restaurant from 2005 to 2012. He has also operated Attilio's Family Restaurant (2012-13) and the Maple Tree Café and Attilio's Family Restaurant (2014-present).

At their meeting on December 15, 2016, the Culture, Parks and Recreation Commission discussed the proposal and unanimously voted to accept the bid from Maple KRG and recommend that the Board of Selectmen enter into an agreement with them.

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

The proposed rent of \$26,500 per year is \$1,300 per year more than the previous concessionaire paid.

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:

NA

**LEASE AGREEMENT
FOR THE SIMSBURY FARMS RESTAURANT
BETWEEN
TOWN OF SIMSBURY, CONNECTICUT
AND
MAPLE KRG LLC**

THIS LEASE AGREEMENT, is made and entered into this ___ day of _____ by and between the Town of Simsbury, 933 Hopmeadow Street, Simsbury, Connecticut, 06070, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the “Town” and, Maple KRG LLC hereinafter referred to as the “Lessee”.

WITNESSETH

WHEREAS, the Town desires to provide a food and beverage concession at the restaurant facility located at the Simsbury Farms Golf Course for the accommodation of the public, and the Lessee has represented that he is a professional, specializing in restaurant operations, who desires to operate such facility (hereinafter referred to as the “Restaurant”);

NOW, THEREFORE, in reliance on this representation, and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. DEMISED PREMISES
 - (a) Real Property and Improvements. The Restaurant facility at the Simsbury Farms Golf Course located at 100 Old Farms Road, Simsbury, Connecticut, excepting therefrom the area known as the pro-shop, more particularly described in Exhibit A, hereinafter referred to as the “Demised Premises” as set forth in Exhibit A. The lessee will operate a food and beverage cart to be located on the Golf Course. The cart will be provided by the Town. The location of this Cart is not shown on the demised premises. The banquet tent located adjacent to the patio will also be included in the demised premises though not shown on the exhibit.
 - (b) Personal Property. It is understood and agreed that the personal property and/or fixtures as listed in Exhibit B, which may be changed from time to time by the Town, constitute a part of the Demised Premises covered by this Lease.
 - (c) Exclusive Right to Operate the Restaurant. Except as provided herein, during the term of this Lease, the Lessee shall have the exclusive right to operate the Restaurant and other food and beverage concessions and uses incident thereto at the Demised Premises.

No use of the Demised Premises by any entity other than the Lessee shall be authorized or permitted by the Town except for charitable/non-profit organizations which may, by permission of the Director of Culture, Parks and Recreation in his sole discretion after notice to the Lessee, be allowed to set up a concession area to sell goods. It is understood that no food items will be sold in these temporary concession areas. It is understood and agreed that the profit from said concession shall go directly to the charitable/non-profit organization.

2. TERM

The Town hereby grants to the lessee all rights and privileges hereinafter contained for a period commencing on March 1, 2017 through the conclusion of the 2018 golf season which is anticipated to be December 1, 2018. The Town may, in its sole discretion, renew this Lease for an additional two (2) year term ending at the conclusion of the 2018 golf season, anticipated to be December 1, 2018, at terms and conditions to be agreed upon by the Town and the Lessee. It is agreed that the decision concerning the additional term will be made by November 1, 2018.

3. SCOPE OF SERVICES

The Lessee shall offer items for sale and consumption by the public on the Demised Premises as approved by the Town and will manage and operate the Restaurant and keep said facility open during the minimum hours agreed to by the Town and the Lessee. It is agreed that the restaurant will be open for the months coterminous with the golf season. The menu is subject to the approval of the Director of Culture, Parks and Recreation and shall include fine dinner fare and lunch selections, to include sandwiches and soups. Appropriate breakfast selections are also to be provided. The hours of operation may be increased or reduced at the discretion of the Director of Culture, Parks and Recreation. Any such changes must be authorized in writing.

- (a) Lessee shall provide during the term of this Lease at the Restaurant food and beverages to be available at all hours during which the golf course is open (exact day to be set by the Town annually), those hours being no less than from ½ hour before the first tee time to one-half hour past sunset on weekends and from 9:00 a.m. to one-half our past sunset on weekdays.
- (b) Lessee agrees to keep the entire Demised Premises clean, as more particularly set forth and specified herein, and Lessee agrees to operate the Restaurant in accordance with the minimum operating hours and standards. Lessee shall be responsible for daily cleaning, including sweeping and vacuuming of floors, and cleaning of bathrooms at the end of each day.
- (c) Any changes in food and beverage offered for sale and consumption at the Demised Premises shall require written pre-approval by the Director of Culture, Parks and Recreation.

- (d) Lessee agrees to serve participants in golf outings. It is agreed that all inquiries concerning the booking of the facility for special events will be communicated with the Golf Professional and the Director of Culture, Parks and Recreation.
- (e) Lessee agrees that he or his designee will be on-site at all times that the restaurant is open and for all special events.

4. QUALITY AND PRICE

All food and beverages shall be wholesome and of good quality, meeting the approval of the Town, and shall be sold at prices which are fair and reasonable and not higher than prices normally charged at comparable food establishments as determined by the Town. Lessee shall provide food items similar in nature and quality to the items included on the attached menu. Lessee agrees to comply with all Health District regulations with respect to the safe handling and serving of food items.

5. COMPENSATION

- (a) Guaranteed Rental. It is anticipated that lessee shall provide the services described at a minimum from April 1st until November 30th of each season of the lease term. The lessee will pay to the Town \$26,500 per year that the Restaurant is open, payable in equal monthly installments beginning April 1 and due the first day of each month thereafter. Payment of the lease for 2017 and 2018 will begin on April 1 and be paid in equal monthly installments through the end of the golf season, typically December 1. It is understood that \$8,000 of this amount is to be used to cover the cost of utilities including water, electricity and heating fuel. Lessee shall also pay to the Town a per person fee determined by the Parks and Recreation Commission annually for non-golf functions utilizing the banquet tent. Non-golf functions held at the banquet tent shall end by 9:00 p.m.

Payments by the Lessee shall be made to the Town of Simsbury and delivered to the Director of Culture, Parks and Recreation, 100 Old Farms Rd., Simsbury, CT 06070 on the first day of each month.

- (b) Additional Rent. In addition to the Guaranteed Rental, Lessee shall pay to the Town an agreed upon amount between the Lessor and Lessee for any use of the premises between December 1 and March 1.

6. USE OF LEASED PREMISES

The Lessee shall use the Demised Premises for the purpose of operating a restaurant or an event facility wherein food and beverages are supplied by the Lessee. The Demised Premises

shall not be used by any other purpose whatsoever without the prior written consent of the Town acting through its Director of Culture, Parks and Recreation.

The Lessee shall have the use of the Demised Premises and beverages concessions and the equipment as described in Exhibit B located therein. Any additional equipment required to provide the necessary restaurant services shall be furnished by the Lessee without cost to the Town. Additional equipment may be installed subject to the approval of the Director of Culture, Parks and Recreation or his designated representative. Notwithstanding the foregoing, the parties agree that the Lessee can advertise the availability of food beverages and the restaurant and banquet tent on the club property subject to approval of locations by the Director as set forth in paragraph 12 herein.

The Lessee shall not solicit or sell food and refreshment or offer for sale any items of any character in locations other than the Demised Premises without the written authorization of the Director of Culture, Parks and Recreation or his designated representative.

7. PERMITS, COMPLIANCE WITH LAW

The Lessee shall secure, at his own expense, and properly display all permits and licenses required by the laws, ordinances and regulations of Town, State and Federal Governments. The Lessee shall not permit any violation of the laws of the State of Connecticut or ordinances of the Town of Simsbury by any of its personnel, nor shall Lessee permit any obnoxious or offensive business, trade or occupation to be carried on at the Demised Premises nor permit the same to be occupied or used for any immoral or illegal purposes. The Lessee shall comply with all rules and regulations of the Director of Culture, Parks and Recreation concerning the operation of the facility. He and at least one member of his staff must be complete food service "Safe Serve" training and certification as set forth in paragraph 14.

8. CONSUMPTION OF BEER AND WINE

The Lessee is required to secure a license to sell beer and wine on the premises. The Licensee and every person employed by the Licensee that serves beer and wine shall be TIPS certified. Failure to comply with this section shall be deemed an event of default of the Lease.

9. DEFAULT AND TERMINATION

- (a) Default. In the event the Lessee shall fail to pay the rent due hereunder or fail to keep any of the other covenants, agreements, and conditions of this Agreement to be kept and fulfilled on his part, and such failure shall continue or remain uncorrected for a period of ten (10) days after the Town shall have given five (5) days written notice of the default and shall have deemed correction of same by mailing such notice and demand by registered mail, postage prepaid, addressed to the Lessee at the Demised Premises, then this Lease and the term hereby created, at

the Town's option, shall cease and terminate and the Town at its option shall have the right to re-enter said Demised Premises and demand possession of the same without any previous demand or notice whatever, and such re-entry and taking possession shall end and terminate this Lease and the term hereby created, and, in such event, the Lessee further agrees to waive and does hereby waive notice to quit possession and every other formality provided by any statute with respect to summary process proceedings to enforce the Town's right to re-entry and recovery of the Demised Premises; and further, that it shall thereupon quit possession and the Town shall be re-possessed of the Demised Premises as in its former estate, or, at the option of the Town or its assigns, all installments of rent for the entire leasehold period shall be and become due and payable. The Town shall, without waiving or postponing any other rights had in such case, re-let said premises or any part thereof on such terms as it shall determine in its sole discretion and apply said re-letting proceeds, less reasonable expenses to secure a new tenant, to such rent or judgment therefor and hold the Lessee for the unpaid balance.

- (b) Insolvency. In the event the Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors, then, at the option of the Town or the Lessee, this Agreement may be terminated upon seventy-two (72) hours written notice.
- (c) Legal Action. In the event any legal action is taken against the Lessee which results in the cessation of operation by Lessee, then, at the option of the Town or the Lessee, this lease may be terminated upon seventy-two (72) hours written notice.
- (d) Forfeiture of Claims. In the event this Lease terminates for any reason, all rights of the Lessee herein shall be forfeited, including any claims for damages against the Town and its offices and employees.
- (e) Failure to Operate. If the Lessee fails to operate the Restaurant for five (5) successive days during the season without the approval of the Director of Culture, Parks and Recreation or his designee, the Town shall have the right to terminate this Lease by giving written notice of termination to the Lessee.
- (f) Compliance with Town Ordinances. The Lessee shall comply with all Town Ordinances.
- (g) Compliance with State Labor Laws. In the event Lessee shall be found in noncompliance with any state labor law, the Lease may be terminated at the sole discretion of the Town acting through its Director of Culture, Parks and Recreation.
- (h) Lessee does hereby covenant that it will not waste, and that it will repair at its own expense, all broken window glass and all damage that may occur on the Demised

Premises and equipment through the neglect or carelessness of Lessee, its agents, guests, invitees, or representatives, or anyone else lawfully in and upon the Demised Premises.

- (i) Lessee agrees that it will faithfully perform the provisions of this Lease and shall hold the Town harmless from any and all claims or damages arising out of its failure to do so, including the indemnification of the Town from the payment of any claims for wages due but not paid to Lessee's employees, unemployment insurance, worker's compensation claims, labor, materials, or merchandise of any nature and/or description, obligated or payable by said Lessee during the performance of its obligations under this Lease.
- (j) Upon termination of this lease for any reason, the Lessee will immediately vacate the premises and remove its equipment and inventory. If this is not done within three (3) working days following termination, the Town may make arrangements to have the Lessee's equipment and inventory moved to a storage area to allow the Director of Culture, Parks and Recreation to utilize the Demised Premises to provide Restaurant service to the public. Any and all expenses incurred by the Town in moving and storing Lessee's equipment shall be borne solely by the Lessee.

10. CONCESSION EQUIPMENT

Except for the equipment included in Exhibit B, the Lessee shall install at its own expense any equipment necessary to operate the Restaurant. All equipment shall be maintained in good order at the sole cost of the Lessee. Plans and specifications for all equipment shall be submitted to the Director of Culture, Parks and recreation or his designee for approval prior to installation and will be subject to the approval of the Town and the Farmington Valley Health District where applicable. All such equipment shall be removed by the Lessee within three (3) days of termination of this contract. If any of the property remains on the Demised Premises after the three (3) day period, the Town may either take title to the property or charge all costs for removal of said property to the Lessee.

The equipment included in Exhibit B owned by the Town on the Demised Premises is available to the Lessee as is, without any future maintenance obligations to the Town.

11. SERVICES

The Town covenants that the heating, plumbing (including hot water), air conditioning, electrical system and sewage facilities, at or on the Demised Premises are in good repair and condition and adequate for the operation of a restaurant facility as contemplated herein. Lessee shall pay for the installation of any additional outlets for telephone and cable television not

existing on the date of Lease execution. Lessee shall pay all monthly service charges for telephone and cable television within the Demised Premises.

Lessee/ Concessionaire will pay for the following items:

- (a) cable television service if utilized by Lessee/ Concessionaire;
- (b) installation charges and charges for telephone(s) installed at the Leased premises.
- (c) twice annual maintenance of the exhaust hood
- (d) trash removal according to a frequency and schedule as approved by the Town
- (e) maintenance and repair of all kitchen equipment and mobile cart
- (f) pest control as needed

12. SIGNS/ADVERTISING

Lessee may erect one or more signs in sizes designs and shapes and in such locations as the Director of Culture, Parks and Recreation approves in advance in writing, which approval shall not be unreasonably withheld or delayed. Both parties acknowledge that the design and placement of signs may be subject to approval by the Zoning Commission and the Planning Commission. Lessee/concessionaire shall keep an up to date website, including hours of operation and current menu, which will be linked to the golf course website.

13. ALTERATIONS

Except as otherwise provided herein, Lessee shall not make any alterations, additions, repairs or structural changes in or to the Demised Premises without the prior approval in writing by the Town. Only such contractors approved by the Town shall do the work required to make such alterations, additions, or structural changes, and the cost for all such work shall be borne solely by the Lessee. The Town shall not unreasonably delay or withhold an approval or denial of such a request.

14. MAINTENANCE AND SANITATION

The Lessee affirms that it has inspected the Demised Premises prior to execution of this Lease and considers the Demised Premises acceptable and in satisfactory condition for the purposes of operating a restaurant under the terms of this Lease as of the date of execution of this Lease. The Lessee agrees that during the term of this Lease the Lessee shall maintain and keep the Demised Premises in a safe, workable, neat, clean and sanitary condition according to the usages, habits, and ordinary course of the restaurant business, and at the end of the term the Lessee shall surrender the Demised Premises in as good condition as received, reasonable wear and tear excepted.

The Lessee shall maintain the interior of the Demised Premises in a state of good order, repair and condition. All personal property belonging to the Lessee shall be maintained in good condition during the term of this Lease by the Lessee. The Lessee agrees that property belonging

to the Town shall not be removed from the Demised Premises and shall keep such property in good repair at the expense of the Lessee during the term of this Lease.

The town shall be liable for the cost of structural repairs to the roof, building systems, HVAC equipment and other facilities normally considered structural. The Town shall not be liable for any damages sustained by the Lessee because of the failure of the equipment to operate. Lessee shall repair or replace any article of equipment or furniture owned by the Town or purchased by Lessee if, in the opinion of the Town, the article should be repaired or replaced so that the public may receive a proper impression and/or proper service. The Lessee covenants and agrees that all alterations, additions, or improvements in or to the Demised Premises made by the Lessee, excepting only movable business fixtures, shall become the property of the Town and shall be surrendered with the Demised Premises at the end or termination of this Lease, it being understood and agreed that any damage caused by the removal of such business fixtures shall be repaired by the Lessee at its expense.

The Lessee shall enter into a contract at its sole expense with an exterminating company for the inspection and control of insects on the Demised Premises. A copy of the contract shall be on file with the Town in the offices of the Department of Culture, Parks and Recreation.

The Town shall maintain the exterior of the Demised Premises. The Lessee agrees that it will not hold the town liable for any latent defect in the Demised Premises or in the building of which the Demised Premises form a part, and that the Town shall not be liable for any failure of water, supply, heat, or electric current, nor for any injury or damages to persons or property caused by fire or by the elements, or by other persons in the building, or from falling plaster or from gas, electricity, water, rain, snow, dampness, pipes, appliances, roofs, or plumbing unless the same is caused by or results directly from the Town's negligence.

The Lessee agrees to store waste materials in a closed container adequately protected from the weather, vermin or other animals. Lessee shall be responsible for removal of waste materials from the Demised Premises on a regular basis sufficient to meet health and sanitation requirements, including separate storage receptacles for the storage and removal of grease and appropriate recycling receptacles. All preservable empty cartons, bottles, and like materials must be stored out of view of the general public.

Lessee or any employee of the Lessee engaged in the preparation or serving of food shall comply with applicable federal, state and local health codes. At least one staff person must be certified "Safe Serve" on the premises at all times.

15. CONDUCT OF BUSINESS

The Lessee shall be responsible for securing all licenses and permits as required by any agency of the Town of Simsbury and the Farmington Valley Health District for the operation of said concessions(s). All persons engaged in the operation of the Restaurant will at all times

maintain a neat appearance and observe all regulations in effect on said premises. All personnel staffing said areas will be hired and employed by the Lessee and shall not be considered for any purposes contractors, agents or employees of the Town.

Lessee shall provide enough attendants to serve all Restaurant patrons with reasonable promptness. Lessee covenants and agrees that it will furnish all labor services, material, supplies and equipment reasonably necessary to maintain the Demised Premises in a clean, orderly and inviting condition.

In all cases, the Lessee will offer equal employment and promotional opportunities to qualified applicants and employees without discrimination, and will comply with all Federal and State laws and regulations pertaining to equal employment opportunities. Lessee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, religion, or national origin in any manner prohibited by state or federal law.

The Lessee will pay at least the federal and state minimum wages to those employees to whom the minimum wage laws apply. Those employees not covered by minimum wage laws will be paid a salary or wage based upon prevailing rates in the local market area according to value, quality and quantity of work performed. It is expressly understood that the Lessee is responsible for hiring adequate staff to provide service.

16. INSPECTION

The Town, through its authorized personnel, may enter upon the Demised Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of the provisions of this Lease, or in the exercise of its governmental functions.

It is understood and agreed by the parties that the Director of Culture, Parks and Recreation and/or a representative of the Farmington Valley Health District shall, at the discretion of either, conduct periodic inspections of the Demised Premises and shall furnish in writing to the Lessee a list of deficiencies found, if any, in maintaining the Demised Premises in accordance with the above-mentioned standard and Lessee agrees to discuss these deficiencies with the Town and to cooperate with the Town in their resolution or correction.

17. AVAILABILITY OF RECORDS

The Lessee shall maintain a suitable accounting system and shall submit to the Town's Directors of Finance and Culture, Parks and Recreation an annual financial statement of income and expenses, prepared by a State Licensed Accountant, not later than sixty (60) days after January 1 of each year of any extension year of the term of this Lease

18. INSURANCE

- (a) Property Damage. Except as set forth in Exhibit E, Lessee's User's Indemnification the Lessee shall not be required to carry property damage insurance on the Demised premise and personal property owned by the Town set forth in Exhibit A and located on the Demised Premises. It is acknowledged by the Town that it shall be the responsibility of the Town to provide insurance coverage for the Demised Premises.
- (b) Personal Injury. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of insurance with respect to which minimum limits are fixed in the schedule set forth in Exhibit F. Each such policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.
- (c) Notice of Claims. (Accident or Product Liability) Both parties to this Lease shall promptly notify each other in writing of any claims against the other, and in the event of a suit being filed, shall promptly forward to the other all documents in connection therewith. Lessee shall furnish to the Town evidence of insurances covering the items specified. The cost of the above insurance shall be borne by the Lessee. The Town shall be notified in writing sixty (60) days in advance of any cancellation, modification, or non-renewal of Lessee's insurance.
- (d) Worker's Compensation. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of worker's compensation insurance with respect to which minimum limits as fixed by Connecticut law and in the schedule set forth in Exhibit F. Each such policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.
- (e) Unemployment Insurance. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of unemployment insurance with respect to which minimum limits as fixed by Connecticut law. It is not the intent of this schedule to limit the type of insurance required.
- (f) Dram Shop Act. The Lessee, in his own name as insured, shall secure and pay premiums for such policies of Dram Shop Act insurance with minimum limits as set in Exhibit F. Each policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.

For each insurance coverage required by this Lease, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Town within five (5) calendar days after the execution of this Lease. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy of certificate shall contain a valid provision or endorsement naming the Town as an additional insured party and a statement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Town. A renewal policy or certificate shall be delivered to the Town at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Town as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Town, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

If determined necessary by the Director of Culture, Parks and Recreation, the Lessee shall deliver to the Town, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the Lessee. Notwithstanding any of the provisions contained herein, the Lessee shall indemnify and save harmless the Town from any loss occasioned by the negligence of itself, its employees or business invitees. The Lessee further represents that all foods served by it shall be fit for human consumption and the Lessee shall indemnify and save the Town harmless from any loss occasioned by breach of such warranty.

19. ASSIGNMENT AND SUBLEASE

The Lessee shall not, at any time, assign or sublease this Lease or any part hereof without the prior written consent of the Town acting through its First Selectman as approved by the Board of Selectmen.

20. TITLE AND RISK OF LOSS

During the Lease period, title to the building and risk of loss from fire or other casualty shall be borne by the Town. Any risk of loss by fire or casualty to any equipment owned by the Lessee shall be borne by the Lessee and the Town shall have no responsibility in such regard.

21. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective heirs, successors, and assigns.

22. TOWN REGULATION

Lessee shall comply with all rules and regulations of Town's Culture, Parks and Recreation Commission concerning the operation of the Demised Premises and golf course as said

regulations presently exist, and Lessee shall comply with all future regulations not in conflict with the terms of this Lease.

23. NOTICES

Any notice which may be or is required to be given pursuant to this Lease shall be deemed to be sufficiently given if personally delivered or sent by certified mail, with return receipt and postage prepaid, and addressed as follows. In the event notice is delivered by certified mail, it shall be deemed received by the addressee three (3) calendar days from the date sent, or the date delivery is completed or attempted, whichever is earlier.

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

LESSEE:

24. SEVERABILITY

If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the balance of the terms and provisions of this Lease shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

2.5 CODE OF ETHICS

Lessee acknowledges and affirms that he, his employees and agents are subject to the provisions of Chapter 13 of the Simsbury Code of Ordinances, Code of Ethics, as they may apply, as if fully set forth herein and said Chapter 13 is incorporated into this Lease by reference.

IN WITNESS WHEREOF, the Town of Simsbury has caused this Lease to be executed in its name by the First Selectman and affixed its official seal, and the said Lessee has caused this Lease to be duly executed, this ___ day of _____, 2017.

Signed, Sealed and Delivered

In the presence of:

Lisa Heavner, First Selectman
Duly Authorized
On Behalf of the Lessor

As Lessee

EXHIBIT B

EQUIPMENT INVENTORY

Golf Course Clubhouse Restaurant

Refrigerator-2 door Traulsen, on casters
Walk-in cooler/freezer, 8' x 12' w/outside remote condensing units
Dishtable w/pre-rinse sink, spray hose and bracket
Oval tray rack
Commercial dishwasher-upright Hobart rack machine with tall chamber
Steam table-3 well water bath
Bread box-4' maple top w/4 drawers
Sandwich unit-5' mega top, 2 doors, 18 pans
Fryers (2)-40lb., stainless steel tank, gas, on casters
Charbroiler-24" coal style, with lower rack and splash guard
Convection oven-single deck, gas, speed fan, on legs
Range-72" w/2 ovens. 6 burners, 36" grille, Vulcan, on casters
Worktable-8' w/2 drawers, 2 undershelves, on casters
Worktable-7' w/sink, undershelf, no drip edge
Portable car w/lift up sideboards
Store room shelving, 5 tier, chrome wire, on casters
Soda rack
Cook n'hold oven-Alto Shaam, 2 compt, on casters
Pot sink-3 compt w/1 drainboard and spray hose faucet
Mop sink-floor style, stainless w/service faucet
Drying rack-20'x60', wall mounted
Wall shelves-assorted sizes, above dishtables, serving line and prep sink
Exhaust hood-15', exhaust only w/lights, filters-UL listed
Wall panels-stainless steel, installed behind hood on left wall
Fire suppression system, installed w/gas valve
Ice machine-400lb Capacity w/bin
Wall panel-between ice machine and prep sink
Waitress station-cabinet with doors, drawers
Tables-12:B&B Products 30" laminated tables w/cross bases
Chairs-50 cherry side chairs

EXHIBIT F

A. Workers Compensation Insurance as prescribed by the laws of the State of Connecticut.

B. Commercial General Liability Insurance Policy; with One Million Dollars (\$1,000,000) per occurrence, with Two Million Dollars (\$2,000,000) aggregate limit.

C. Comprehensive Bodily Injury, Property Damage, Liability, including bodily injury and property damage and cover fire and water damage and damage or loss caused by independent contractors or by agents of Lessee, caused by automobiles, trucks or other vehicles, with limits of \$1,000,000 for injury or death of one person and \$1,000,000 for injury or death per accident; and \$500,000 for property damage in any one accident, or \$1,000,000 combined single limit.

D. Product liability as shall protect Lessee and Town, its trustees, agents and employees in minimum limits of \$1,000,000 for injury or death of one person and \$1,000,000 for each accident or occurrence and \$100,000 property damage in any one accident, or \$1,000,000 combined single limit.

E. Dram Shop Act Coverage: Dram Shop Act coverage as shall protect Lessee and Town, its trustees, agents and employees in minimum statutory limits of \$1,000,000 per occurrence, with \$2,000,000 aggregate limit

F. Umbrella or Excess Liability policy with \$3,000,000 combined single limit/aggregate. The limits are to apply to all coverages listed in (A) through (E) above.

G. The Town shall be named as an additional named insured for coverage outlined in (B) (C), (D), (E), and (F) above.

H. INDEMNIFICATION. Pursuant to Exhibit B attached hereto and is made a part hereof, as if fully incorporated herein and shall be deemed in addition to and not in substitution of any provision of this article.

Town of Simsbury
Russell S. Shaw, Sr. Memorial Clubhouse

**SIMSBURY FARMS RESTAURANT
OPERATOR LEASE AREA**

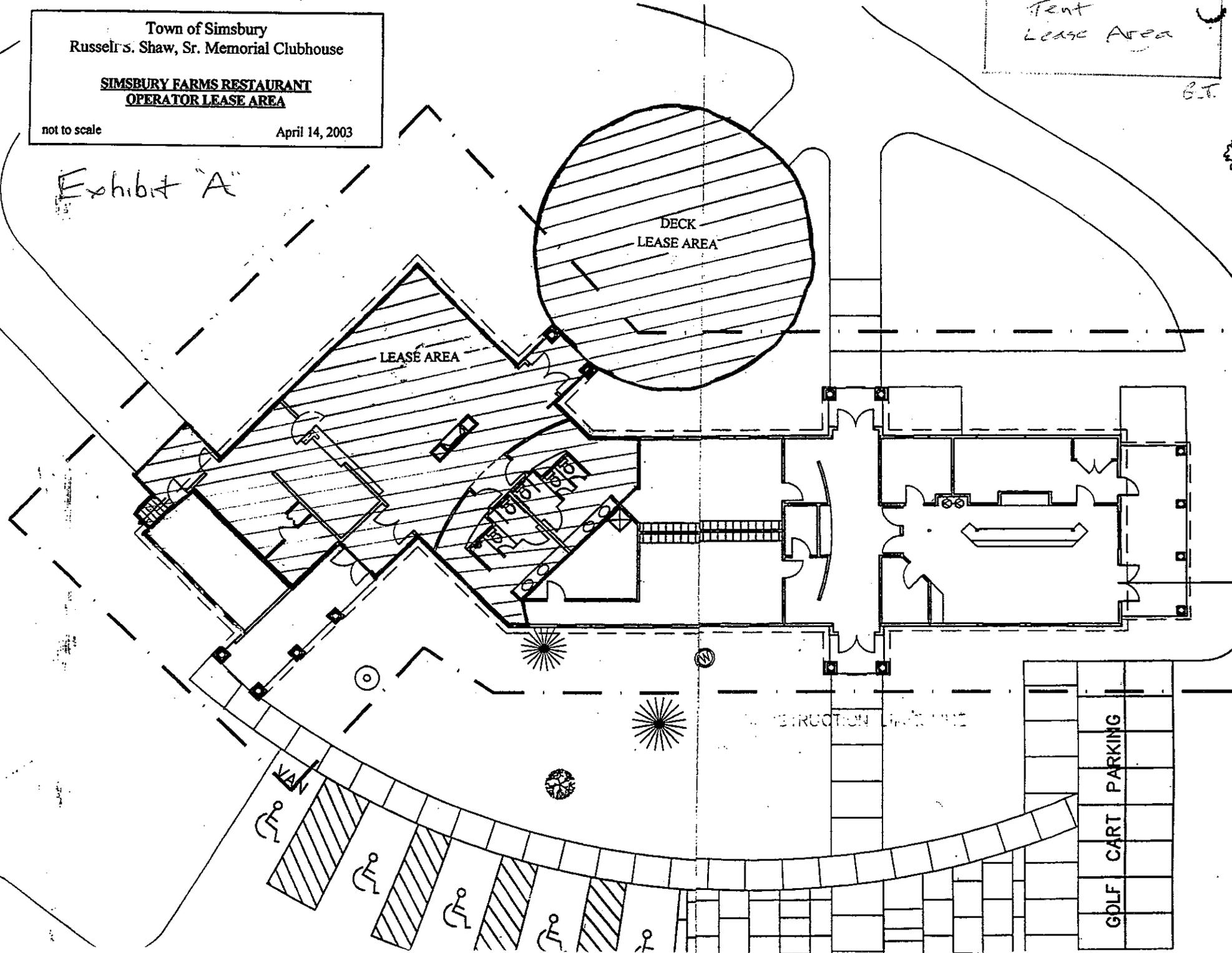
not to scale

April 14, 2003

Tent
Lease Area

B.T.

Exhibit "A"





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Renewal of License Agreement with Simsbury Fish and Game Club for Use of Stoddard Reservoir
2. **Date of submission:** January 4, 2017
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Extend the term of the non-exclusive license agreement for the use of the Stoddard Reservoir between the Town of Simsbury and the Simsbury Fish and Game Club, Inc. by four years from March 1, 2017 to March 1, 2021.

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

The Simsbury Fish and Game Club, Inc. has had a non-exclusive license agreement with the Town for the Stoddard Reservoir Pond Fishing Program since 2000. Most recently, it was

renewed in 2013 and is set to expire on March 1, 2017. The club wishes to extend the agreement for four more years with all the provisions in the existing license agreement.

The current arrangement has worked well over the years and allowed for a great opportunity for residents of all ages. The agreement allows residents to purchase fishing permits for use of the pond. The Fish and Game Club members have been excellent stewards of the property and have always been current in providing all required documents.

At their meeting on December 15, the Culture, Parks and Recreation Commission unanimously approved extending the agreement for four more years.

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

NA

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

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

Letter of request from Fred Bonini, President of the Simsbury Fish and Game Club, Inc.
Board of Selectmen resolution for current license agreement.

SIMSBURY FISH & GAME CLUB
P.O. BOX 252
SIMSBURY, CT 06070

November 2, 2016

Mr. Gerard C. Toner
Director of Culture, Parks and Recreation
Town of Simsbury
60 Old Farms Road
PO Box 495
Simsbury, CT 06070

Dear Mr. Toner

The non- exclusive license agreement with the Town of Simsbury and the Simsbury Fish & Game Club for the use of the Stoddard Reservoir for the Simsbury Fish & Game Clubs fishing program expires on March 1, 2017. Please consider this letter a request from the Simsbury Fish & Game Club to continue the agreement for an additional four years until March 1, 2021 as per the terms of the current agreement.

The Simsbury Fish & Game Club is a non-profit organization dedicated to the promotion of the sport of fishing, conservation of natural resources and the promotion of outdoor activities in cooperation with the Town of Simsbury and the State of Connecticut. The Simsbury Fish & Game Club has been promoting sportsmanship and a fishing tradition in Simsbury for **seventy-eight years**.

The current agreement between the Town of Simsbury and the Simsbury Fish & Game Club has been an outstanding success that provided excellent fishing in the Stoddard Reservoir for members and their children. The annual Children's Fishing Derby has been improved and has a outstanding attendance rate due to the awards and trophy's presented to the children. Every child who participates in the derby is awarded a prize. The Children's Fishing Derby is the focal point of the club for continued upgrade in order to promote the sport of fishing and outdoor activities for kids. Please see pictures attached of the 2016 Children's Fishing Derby.

The clubs work crews maintain the area with the help of the Simsbury Parks and Recreation to prepare and make the area safe prior to each fishing season. The club also focuses on removing trash left by the many walkers who use the park.

We thank you for providing the portable restroom which is appreciated by all members of the club. It is especially appreciated by the many woman and children who attend the Children's Fishing Derby as well as the woman club members. We were thanked numerous times for this convenience. Please make it a part of the SF&GC 2017 program.

In accordance with the agreement with the Town of Simsbury and the Simsbury Fish & Game Club we will continue to provide the Town of Simsbury the following information per the agreement:

- . **Current Financial Statement**

- . **Budget Proposal for ensuing year**

- . **Copy of current Insurance coverage on Stoddard Reservoir**

- . **Copy of Stoddard Reservoir Fishing Regulations**

The Simsbury Fish & Game Club is looking forward to continuing the Stoddard Reservoir fishing agreement with the Town of Simsbury. We look forward to working with the Simsbury Parks and Recreation to promote the fishing opportunity available through the Town of Simsbury and the Simsbury Fish and Game Club. We also plan to utilize the Town of Simsbury Parks and Recreation website and Simsbury Community TV to provide information on how to obtain a Simsbury Fish & Game Club, Stoddard Reservoir fishing permit and increase the number of club members.

Please feel free to contact me if you require any additional information or I would be happy to meet with you if you require additional details.

Sincerely,



Fred A. Bononi

President

Simsbury Fish & Game Club Inc.

EXHIBIT B

TOWN OF SIMSBURY

SIMSBURY FISH AND GAME CLUB, INC.

STODDARD RESERVOIR POND

FISHING PROGRAM PLAN

WHEREAS, the Town of Simsbury owns the Stoddard Reservoir Pond ("the Pond") as public open space; and

WHEREAS, the Town of Simsbury has received a grant award from the State of Connecticut under the Open Space and Watershed Land Acquisition Grant program which obligates the Town to comply with provisions of General Statutes §22a-6(a)(2);

WHEREAS, the Simsbury Fish and Game Club, Inc. ("SFGC") has for many years operated a fishing by permit program at the Pond; and

WHEREAS, the Town of Simsbury believes it is in the public interest to approve the continuation of the fishing program, administered by the SFGC.

To accomplish this goal, the Town of Simsbury and the SFGC agree to the following Program Plan:

1. The Town of Simsbury will enter into a License Agreement with the SFGC for the non-exclusive use of the Stoddard Reservoir for purposes consistent with this Program Plan consisting of the following elements:

- a.. Several stockings of trout in the Pond each year as determined by the SFGC;
- b. A fishing derby administered by the SFGC for children ages 12 years and younger each year;
- c. The issuance and control of fishing permits at a price to cover the cost of the fishing program, including purchase of trout, maintenance materials, insurance, mailing permits and other program related expenses;
- d. Posting of the Pond as "FISHING BY PERMIT ONLY";
- e. Maintenance of the Pond and the area immediately surrounding the Pond; and
- f. Maintenance of the Dam forming the Pond including the brook below the dam.

2. Access to fishing at the Pond will be by permit only.

3. The Town of Simsbury will issue to the SFGC a quantity of fishing permits per fishing season to be established each year.

4. Permits are to be sold to the public and will be valid for one year. The fee for the permits will be set by the Board of Selectmen as recommended from time to time by the SFGC.

The permits will contain the name of the permit holder. The privileges conferred by the permit are specific to the holder and are not transferable.

5. With the proceeds of the sale of permits, the SFGC will stock the pond, procure insurance as required by the license, and pay other reasonable program-related expenses.

6. At the conclusion of each fishing season, the SFGC will make an accounting to the Simsbury Finance Director of revenues and expenses on a form substantially similar to Exhibit 1.

7. The Town of Simsbury hereby adopts the Fishing Rules of the SFGC and the Regulations of the Connecticut Angling Association for the program.

8. The permits issued by the SFGC are not a substitute for a Connecticut Fishing license and possession of such license is a prerequisite to eligibility for the permit. The permit will be valid during the period established by the State of Connecticut for the annual fishing season.

9. The SFGC will post signage as required by the Town and provided by the Town at conspicuous locations throughout the Stoddard Reservoir property for purposes of informing the public of the rules, regulations and prohibitions of the program.

10. The SFGC understands and acknowledges that access to the Stoddard Reservoir property and eligibility for the program permits are available to the public at large as may be required by law.

11. The SFGC understands and acknowledges that it is acting as the agent of the Town of Simsbury in administering the program and is subject to the same laws, ordinances, rules, restrictions, prohibitions and regulations, including but not limited to the Open Space and Watershed and Acquisition Grant Agreement, regarding use and administration of public lands as the Town of Simsbury and it agrees by the execution of the License Agreement to be bound thereby.

12. The SFGC agrees to report to the Town any violations of Town regulations or ordinances to permit the town to enforce any fines or penalties for illegal fishing as may be passed by the Board of Selectmen from time to time.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Amended Facility Operation Agreement
Performing Arts Center

2. **Date of submission:** January 5, 2017

3. **Date of Board Meeting:** January 9, 2017

4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

David R. Ryan – President, Simsbury Performing Arts Center, Inc.

Thomas F. Cooke – Director of Administrative Services – tcooke@simsbury-ct.gov

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

Authorize the First Selectwoman to execute the Amended Facility Operation Agreement with Simsbury Performing Arts Center, Inc. for the operation of the Simsbury Performing Arts Center

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 original Facility Operation Agreement between the Town of Simsbury and Simsbury Performing Arts Center, Inc. ("SPAC") gave SPAC the "non-exclusive right to manage and conduct the operations of the Performing Arts Center" for a three year period beginning on January 1, 2014 and ending on December 31, 2016. The proposed Amended Facility Operation Agreement is intended to continue that relationship with

some modifications for another three year period, beginning on January 1, 2017, with the possibility of two one-year extensions.

Negotiators for the Town of Simsbury and SPAC agreed that the original Facility Operation Agreement was fundamentally successful and the proposed amended agreement primarily clarifies the roles and responsibilities of the parties. For example, the amended agreement specifically places responsibility on SPAC for purchasing, maintaining and fueling the equipment it needs to conduct its operations. In recognition of the additional financial burden placed on SPAC by this adjustment, the Administrative Fee has been fixed at \$2,500 annually (the prior contract provided for a maximum fee of \$10,000 annually depending upon SPAC's financial performance). The Town will continue to offer support services for equipment maintenance (subject to the fee schedule included in the agreement), but SPAC is taking on greater responsibility for site preparation such as the lining of the parking lots prior to concerts. The amended agreement also specifically provides SPAC with year-round access to the office located at the Performing Arts Center.

The agreement has been reviewed and approved as to form by Town Counsel.

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

Described above

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

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

Proposed Amended Facility Operation Agreement

AMENDED FACILITY OPERATION AGREEMENT

SIMSBURY PERFORMING ARTS CENTER

This facility operation agreement (“Agreement”) is entered into this ____th day of January, 2017 by and between the Town of Simsbury, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (hereinafter the “Town”), and Simsbury Performing Arts Center, Inc., a Connecticut non-stock corporation having a mailing address of P.O. Box 33, Simsbury, CT 06070 (hereinafter, “SPAC”).

WITNESSETH:

WHEREAS, the Town is the owner of the Performing Arts Center facility on Iron Horse Boulevard, Simsbury, Connecticut;

WHEREAS, SPAC has been formed as a Connecticut non-stock corporation organized exclusively for charitable, religious, educational and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any federal tax code;

WHEREAS, the mission of SPAC is to present cultural arts live performances for the enjoyment, cultural enrichment and education of today’s and future generations of citizens of all ages in the Town of Simsbury, Connecticut and other towns and cities in Connecticut;

WHEREAS, the Town has determined that this mission is consistent with its purposes in the ownership and operation of the Performing Arts Center; and

WHEREAS, the Town and SPAC acknowledge that it is in their mutual interest that the SPAC continue to manage and direct the operation of the Performing Arts Center under the terms and conditions of this Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the SPAC covenant and agree as follows:

1. Term of Agreement. Three (3) years beginning on January 1, 2017 and expiring on December 31, 2019. This Agreement shall supersede the prior Agreement between the parties. This Agreement may be extended for a period of one year up to two times by agreement of the parties. A request for extension must be made at least thirty (30) days prior to the expiration of the Agreement.

2. Grant. SPAC shall have the non-exclusive right to manage and conduct the operations of the Performing Arts Center during the period beginning on and including March 1 and ending on and including November 1 of each year of the Term (the “PAC Season”). The management and operation of the Performing Arts Center shall be conducted in a manner consistent with the terms and conditions set forth herein. The Town further grants to SPAC a

non-exclusive license to use and occupy the PAC Facility (as defined below) during the PAC Season for purposes consistent with its mission as set forth in ¶ 4 hereof. SPAC acknowledges and agrees that the Town may use the PAC Facility for any purpose during the PAC Season so long as the Town's use does not unreasonably interfere with SPAC events as outlined in Attachment B and as set forth in Section 9 herein. Notwithstanding the foregoing, SPAC shall be provided with an office located at the PAC Facility, access to which shall be provided for the entire term of the Agreement and not restricted to the PAC Season.

3. The Premises. The Premises covered by this Agreement includes the Performing Arts Center and its adjacent grounds including eating areas and parking lots, as set forth in Attachment A. The Premises shall include adjacent playing fields for lawn seating and concession stands during PAC events, and extends to the area of the adjacent Iron Horse Boulevard Right-of-Way, collectively, the "PAC Facility".

4. Mission of SPAC. Prior to the beginning of the 2017 season, SPAC shall provide the Town's Board of Selectmen with a mission statement acceptable to the Board of Selectmen. Such mission statement shall include: (1) presentation of live cultural arts performances and to host cultural and community events at the PAC Facility for the enjoyment, cultural enrichment and education of the residents of the Town of Simsbury and beyond; and (2) raising money for operating expenses and capital improvements to the PAC Facility. A copy of the approved mission statement shall be attached hereto as Exhibit D. In the event that SPAC seeks to change its mission statement the proposed changes shall be presented to the Town's Board of Selectmen for review and approval.

5. Services Provided by SPAC. The services to be provided by SPAC in carrying out its mission are set forth and described in detail in Attachment B to this Agreement. The services described in Attachment B shall include SPAC's right to set up concessions at SPAC events, subject to appropriate licenses and approvals.

In carrying out its services herein, SPAC will schedule additional live performances and community events, which may include:

- Concerts of different genres, featuring a range of performers from local talent to top tier talent consistent with the historical use of the PAC Facility;
- Other cultural and community events (to include movies, events for children and events consistent with the historical use of the PAC Facility). Use of the PAC Facility for community events by local not-for-profits shall not be unreasonably withheld;
- Septemberfest; and
- Performances and events by community groups that provide performance opportunities for the residents of the Town as set forth in Attachment B.

6. Responsibilities of SPAC. In performing the services outlined above, SPAC shall be responsible for all costs required for its operation and for the presentation of SPAC events at the PAC Facility above and beyond the Town's routine and customary building and field maintenance costs. SPAC shall be responsible for purchasing, maintaining and fueling its own equipment. Provided that SPAC (a) conducts routine basic maintenance checks of its equipment during the PAC Season; (b) utilizes Culture, Parks & Recreation to conduct off-season maintenance of the equipment; and (c) recognizes that in some cases SPAC may need to utilize third parties for more complex equipment repairs, Culture, Parks & Recreation shall continue to provide maintenance of equipment at the request of SPAC in accordance with the Schedule of Fees for Town Services included as Attachment C. Provision of such services by the town shall be at the sole discretion of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee. Town equipment, including golf carts from Simsbury Farms, shall not be loaned or leased to SPAC and the Town shall not provide fuel for SPAC equipment.

SPAC shall reimburse the Town for the cost of any and all services above and beyond services required to maintain the PAC Facility. Such reimbursements shall include:

- Administrative Fee: A flat fee of two thousand five hundred dollars (\$2,500) to reimburse the Town for administrative costs incurred in connection with preparation of the PAC Facility for the PAC Season, events at the PAC Facility and for the termination of the season. This fee shall be paid at the conclusion of the season on November 1.
- Fees for Town Services: Services above and beyond the routine and customary maintenance of the PAC Facility requested by SPAC (e.g., additional mowing, etc.) may be provided by the Town, subject to the prior approval of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee, according to the Schedule of Fees for Town Services included as Attachment C. The Town shall invoice SPAC for these services on a monthly basis and SPAC shall pay each such invoice within thirty (30) days of receipt.

In addition, SPAC shall be responsible for the following:

(a) care of the PAC Facility above and beyond the general maintenance provided by the Town, including clean-up after events and activities held at the PAC Facility and run by SPAC. In the event that SPAC sprays for insects at the PAC Facility, only pesticide applicators certified by the Department of Energy and Environmental Protection ("DEEP") shall be retained and only pesticides permitted by DEEP shall be used. SPAC shall also ask the DEEP-certified applicator to explore the use of larvicides when possible.

(b) monthly payment of electricity, internet and telephone bills submitted for payment by the Town.

(c) SPAC warrants and represents that it has obtained a Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code with the Department of the Treasury, Internal Revenue Service. The obligations of the parties hereunder are contingent upon the continued maintenance of SPAC's exempt status.

(d) providing the funds required to provide the Services described above including but not limited to the cost of staff, consultants, development of operational plans for the SPAC Season, and providing events to the public at reasonable rates.

(e) carrying out all of its operations consistent with all pertinent ordinances and regulations of the Town and State, including but not limited to the obtaining of public gathering permits as required by the Town.

(f) SPAC shall use its best efforts to ensure that events at the PAC are held to a decibel level that does not unreasonably interfere with the rights of others to enjoy their property. 85 decibels is an industry standard for maximum volume and shall serve as a guideline for events at the PAC. In the event that the town receives numerous and repeated complaints of excessive decibel levels, a maximum decibel level and a protocol for determining the actual decibel level may be included as part of the Public Gathering Permit process.

(g) SPAC Governance: The SPAC Board is comprised of a number of Board members as determined by SPAC consistent with its documents of incorporation, a majority of whom are appointed by the Town. If the number of Board members changes, the number appointed by the Board of Selectmen shall change such that a majority of Board members are appointed by the Town. Neither the number of Board of Selectmen appointments nor the powers of the Board of Selectmen's appointees may be diminished.

7. Capital Improvements. SPAC shall, on an annual basis, provide the Town with a list of proposed capital improvements to the PAC Facility in order of priority and with the proposed time frame for completion of the proposed capital improvements. SPAC shall include in its proposal the amounts SPAC has raised for each proposed capital improvement and the anticipated cost to the Town of each such proposed capital improvement.

SPAC shall present the proposed capital improvements as soon as possible for the upcoming capital improvement process and no later than December 1 of each year so that the proposed improvements can be considered for inclusion in the Town's capital planning process for the subsequent fiscal year.

SPAC is prohibited from making capital improvements to the PAC Facility without prior approval of the Town. Capital improvements shall be coordinated by the Town and SPAC to minimize disruption of the SPAC Season. To the extent that a capital improvement materially alters the scope of this Agreement (for example, the addition of a Green Room), SPAC's right to use the improvement as part of its operation of the PAC Facility shall be negotiated at the time the improvement is made, it being understood that the SPAC's right to use such improvements will not be unreasonably withheld or conditioned.

SPAC and the Town may work cooperatively to complete applications for and to secure grant funding for capital improvement and other projects. Nothing herein shall be construed as creating an obligation on the part of the Town to fund SPAC proposed capital improvements or its operating expenses.

8. Responsibilities of the Town. The Town shall continue to provide routine and customary building and field maintenance for the PAC Facility and the surrounding grounds (to include parking areas, sidewalks and access to the facility) and shall make all necessary repairs, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors and volunteers.

The Town shall provide electricity, internet and telephone services to the PAC Facility. SPAC shall promptly reimburse the Town for the cost of such services. In the event that the PAC Facility is used for non-SPAC events, the Town shall reduce the cost of electricity, internet and telephone use to reflect this additional usage.

9. Use of the PAC Facility by the Town. The Town may use the PAC at any time outside of the SPAC Season. During the SPAC Season the Town may use the PAC Facility provided that: (1) the use does not interfere or conflict with the scheduled activities of SPAC and (2) the notice of the proposed use is provided to SPAC at least one week prior to the proposed use. The costs directly related to any such additional events shall be the responsibility of the Town and shall not be borne by SPAC.

10. Liability, Indemnity and Insurance. The PAC Facility as defined in Attachment A shall be insured by the Town as a municipal facility and SPAC shall be named as an additional insured. The Town shall indemnify and hold harmless SPAC and its directors from any claims, loss or liability relating to the PAC Facility and any other liability arising from matters for which the Town is responsible under this Agreement.

If the whole or part of the PAC Facility is damaged or destroyed by any casualty, then SPAC'S obligations and duties under this Agreement shall be equitably suspended in light of the impairment to that portion of the facility of which SPAC is deprived on account of such damage or destruction or the work, repair, restoration, replacement or rebuilding.

In the event of any damage to any portion of the facility during the SPAC season, the Town shall within a reasonable time repair, restore, replace or rebuild the facility to substantially the condition in which the facility was immediately before such damage or destruction, in accordance with the specifications approved by the Town and SPAC. If the Town fails to diligently execute the repair, replacement, rebuilding or other work described in this Paragraph 11, then SPAC shall have the right to terminate the Agreement as of the date of the damage or destruction by giving written notice to the Town.

SPAC shall provide comprehensive insurance coverage for all of its activities. The forms of insurances coverages shall include general liability coverage, D&O coverage, alcohol sales coverage, workmen's compensation coverage and property damage coverage for all of its equipment and fixtures located at the facility. Where appropriate the Town shall appear as an additional insured on the insurance policies. Certificates of Insurance in the coverages and the amounts acceptable to the Town shall be filed with the Town. Such insurance must be by insurance companies licensed to write such insurance in Connecticut. Such insurance shall remain in place for the duration of the term of this Agreement and shall not be diminished without the prior written approval of the Town. If such insurance shall for any reason lapse, this Agreement shall be null and void without notice to SPAC and SPAC shall quit the Premises.

SPAC shall defend, indemnify, protect and hold the Town harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from SPAC's use and occupancy of the Premises, SPAC's breach of any covenant contained herein or any acts, negligent acts, errors, or omissions of SPAC and its employees, agents and volunteers, arising from SPAC's performance under this Agreement, except in the case of design or construction flaws which result in loss, expense, or damage, financial or otherwise, through SPAC's use of the Premises. The Town shall defend, indemnify, protect and hold SPAC harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from the Town's use of the Premises, the Town's breach of any covenant contained herein or any acts, negligent acts, errors or omissions of the Town and its employees, agents and volunteers.

SPAC and the Town shall work cooperatively and with the Town's insurance advisors on the form and amounts of SPAC's insurance coverage. To the extent possible, insurance coverage for SPAC and the Town shall be coordinated in such a manner as to reduce the total overall cost of insurance with respect to the entire premises.

11. Arbitration of Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, including but not limited to a dispute as to a default under Paragraph 10 hereof, shall be subject to and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

a. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

b. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any claim, dispute, or other matter in question arising under this Agreement.

c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other arrangements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

d. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

e. Each party shall bear equally the cost and expense, if any, of said arbitration.

12. Effective Date of Agreement. The Effective Date shall be the date on which the signatures of all the parties have been affixed hereto. Each party warrants its authority to enter into this Agreement and to undertake its obligations hereunder.

13. No Assignment. Neither the Agreement nor any of the rights created by the Agreement may be assigned or assumed by any third party without the prior written consent of other party. Any such approval shall be at the sole and complete discretion of the Town or SPAC as the case may be.

14. Termination of Agreement. The Agreement shall terminate on December 31, 2019, unless the term is extended by mutual consent of the parties. The parties agree that there is no automatic renewal term.

a) By the Town: Town may terminate with not less than six (6) months' notice for default in the performance of the Agreement by SPAC:

- Default shall consist of failure to perform duties and obligations under the Agreement; or
- Failure of SPAC to provide any cultural events, other than TMMF, during the event season;
- Town shall provide a notice of default; SPAC shall have thirty (30) days to remediate the default.

The Town reserves the right to terminate this Agreement at any time without notice in the event of destruction of, or significant damage to, the PAC Facility in the event that the Town at its sole discretion elects not to repair or reconstruct the PAC Facility. The Town further reserves the right to terminate this Agreement for its convenience at its sole discretion. In the event the Town cancels the Agreement for its convenience it shall give SPAC notice on or before September 1 for termination of the Agreement on December 31.

b) By SPAC: SPAC may terminate with not less than six (6) months' notice upon default in performance of the Agreement by the Town, including:

- Failure of the Town to properly maintain the facility and grounds;
- Failure to make payments for utilities which may cause their discontinuance;
- SPAC will provide a notice of default; the Town shall have thirty (30) days to remediate the default;
- If SPAC determines that it is not able to perform its obligations under the terms of the Agreement. It will continue operations during the six (6) month period.

15. Building Repairs. The Town agrees at its own expense to make all necessary repairs to the roof, the structural elements, and the exterior of the Performing Arts Center Band Shell ("the Building") and other structures on the premises, including windows, walls, foundations and to the heating, cooling, electrical (and) plumbing systems, and structural elements for the entire term of this Agreement, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors or invitees. Routine maintenance and repairs to the heating, cooling, plumbing, electrical systems and other operational systems, shall also be the responsibility of the Town.

The Town shall be responsible for replacing any portion of the Building, including but not limited to windows, walls and foundations, or the heating, cooling, plumbing, electrical systems and other operational systems, as from time to time may become worn out or obsolete. The Town further agrees at its own expense to keep the Building and adjacent areas dedicated to its uses in good order, condition and repair, including routine cleaning, landscape

maintenance, trash removal and other janitorial services, provided that during the PAC Season SPAC shall be responsible for trash removal and janitorial services. At the completion of the season, the building (including the bathroom) shall be returned to the Town in the same condition it was in at the beginning of the PAC Season. SPAC shall also be responsible for cleaning above and beyond this general maintenance after a cultural event or activity that is held at the facility run by the SPAC.

The Town shall maintain the parking areas, sidewalks, steps and access ways to the building, in good condition and repair.

16. Audit. Within ninety (90) days of the end of its fiscal year, SPAC agrees to commission a financial audit of the SPAC for the preceding year, which audit shall be completed no later than May 1 unless notified by SPAC of a different date, which notice shall be provided no later than April 1. In no event shall the audit be completed later than August 1. SPAC shall provide a copy of such audit to the Town Finance Director within thirty (30) days of its receipt. At the Town Finance Director's sole discretion, the Town may accept a copy of the SPAC IRS 990 filing in lieu of an audit.

17. Force Majeure. The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond their control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set, or caused to be set, their hands and seals the day and year first aforementioned.

Simsbury Performing Arts Center, Inc.	Town of Simsbury
By: _____	By: _____

ATTACHMENT B

Activities for the Performing Arts Center

The SPAC shall be entitled to use the Property for the following events:

1. The Talcott Mountain Music Festival
2. Concerts of popular music genres, such as Country and Western, Rock, etc.
3. Festivals, such as SeptemberFest
4. Musical recitals
5. Chamber music concerts
6. Lectures
7. Film
8. Stand-up comedy performances
9. Art exhibitions
10. Charitable Fundraising activities
11. Live dramatic presentations
12. Ballet and other forms of dance

This list is illustrative and not exhaustive as it is contemplated that SPAC might hold other educational, cultural and charitable events similar in nature to those listed. As scheduling permits, the SPAC shall make available suitable areas of the building for public and private schools, civic organizations and private individuals for events and usage including, but not limited to:

1. Simsbury High School Graduation
2. Presentations by amateur, community theatre and performing arts groups, such as the Simsbury Summer Theater for Youth
3. School performances
4. Catered small receptions, such as the Simsbury Youth Football Dinner
5. Meetings of civic organizations, such as the Simsbury Garden Club

The SPAC shall have the right to make appropriate charges to the above users to defray the cost of utilities, personnel, clean-up and other overhead costs associated with such activities.

ATTACHMENT C

SCHEDULE OF FEES FOR TOWN SERVICES

All requested additional maintenance shall be requested in writing one week prior to the necessary date and are subject to the approval of the Director of Culture, Parks & Recreation or his/her designee or the Director of Public Works or his/her designee. Requests for additional maintenance made less than two days prior to the date the repaired equipment is needed will be charged at a double-time (2x) rate of pay.

Service	Fee
Mowing of Fields/Parking Lots	Labor - \$90.00 Fuel - \$20.00
Irrigation System Repairs	Direct Pay – Contractor
Repair of Dedicated PAC Equipment i.e. golf carts, utility vehicles, etc.	\$45/hr. plus parts
Miscellaneous	Charged for actual staff time and materials



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Semi-Formal Dance held and large donation made to Social Services Department
2. **Date of Submission:** December 28, 2016
3. **Date of Board Meeting:** January 9, 2017
4. **Entity making Submission:** Social Services Department
5. **Action Requested:** Acceptance of financial donation from proceeds of Middle School Semi-Formal Dance coordinated by Sutton Kaylor and Jake Goodwin, in the amount of \$4,000 to support Social Services Department programs.
6. **Summary of Submission:** Sutton Kaylor and Jake Goodwin have donated the sum of \$4,000, the proceeds from a successful Semi-Formal dance held at Eno Memorial Hall to benefit the Social Services Department programs.
7. **Financial Impact:** Donation to Simsbury Social Services Department in the amount of \$4,000.



Town of Simsbury

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Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Garrity Asphalt Reclaiming, Inc. donation
2. **Date of Submission:** December 28, 2016
3. **Date of Board Meeting:** January 9, 2017
4. **Entity making Submission:** Social Services Department
5. **Action Requested:** Acceptance of financial donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$5,000 for the Keep Simsbury Warm Program.
6. **Summary of Submission:** Garrity Asphalt Reclaiming Inc. has donated the sum of \$5,000 to be used to assist needy Simsbury residents with keeping their homes warm during the cold winter months.
7. **Financial Impact:** Donation to Simsbury Social Services Department



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resolution Amending Defined Contribution Plan Administrative Procedure
2. **Date of submission:** December 30, 2016
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Thomas F. Cooke – Director of Administrative Services – tcooke@simsbury-ct.gov

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

Adopt the attached Resolution authorizing the amendment of the Town of Simsbury Defined Contribution Plan's "Administrative Procedure Regarding Eligible Employees and Contributions" to reflect previously approved changes negotiated with AFSCME.

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 collective bargaining agreement negotiated with AFSCME Local 2945 of Council 4, AFL-CIO and previously approved by the Board of Selectmen included changes to the defined contribution plan provisions applicable to employees represented by AFSCME. The attached Resolution approves the revisions necessary to update the defined contribution plan's Administrative Procedure Regarding Eligible Employees and Contributions to reflect those changes.

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

None

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

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

- Resolutions to be Adopted by the Board of Selectmen of the Town of Simsbury
- Amendment No. 1 to the Town of Simsbury Defined Contribution Plan
Administrative Procedure Regarding Eligible Employees and Contributions

**RESOLUTIONS TO BE ADOPTED
BY THE BOARD OF SELECTMEN
OF THE
TOWN OF SIMSBURY**

The undersigned, being all of the members of the Board of Selectmen of the Town of Simsbury (the "Town"), hereby consent to the actions set forth below. These written resolutions shall have the same force and effect as would the vote of the undersigned in favor of such actions at a regularly constituted meeting of the Board of Selectmen.

WHEREAS, the Town maintains the Town of Simsbury Defined Contribution Plan (the "Defined Contribution Plan") for the benefit of its eligible employees; and

WHEREAS, it is desirable that the "Administrative Procedure Regarding Eligible Employees and Contributions" as appended to the Defined Contribution Plan be amended in order to reflect the most recent agreement with the AFSCME Council 4, AFL-CIO Local 2945 bargaining unit, comprised of Public Works and Parks Employees.

NOW, THEREFORE, BE IT

RESOLVED: That Amendment No. 1 to the Defined Contribution Plan Administrative Procedure Regarding Eligible Employees and Contributions, in the form attached to these written resolutions, together with any modifications that are determined by counsel for the Town to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended, be and hereby is ratified, confirmed, adopted and approved in all respects; and further

RESOLVED: That the First Selectman of the Town or any other officer designated by the First Selectman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to execute Amendment No. 1 to the Defined Contribution Plan Administrative Procedure Regarding Eligible Employees and Contributions and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution; and further

RESOLVED: That any and all acts taken prior to the date hereof by or under the authorization of the First Selectman of the Town or any other officer designated by the First Selectman in furtherance of the foregoing resolutions are ratified, confirmed, adopted and approved in all respects; and further

RESOLVED: That these written resolutions may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature page follows]

Signed and dated this ____ day of January, 2017.

Board of Selectmen of the Town of Simsbury

Lisa L. Heavner

Chris M. Kelly

Sean P. Askham

Elaine W. Lang

Cheryl B. Cook

Mike R. Paine

**AMENDMENT NO. 1
TO THE
TOWN OF SIMSBURY DEFINED CONTRIBUTION PLAN
ADMINISTRATIVE PROCEDURE REGARDING ELIGIBLE EMPLOYEES AND
CONTRIBUTIONS**

The Town of Simsbury Defined Contribution Plan, as amended and restated effective as of July 1, 2015 (the "Plan"), is hereby amended as follows, effective as of the dates set forth below:

(1) Effective as of October 18, 2016, subpart (c) of the description of "Eligible Employees" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan is deleted in its entirety and replaced with the following new subpart (c):

"(c) Public works and parks employees who are members of AFSCME Council 4, AFL-CIO Local 2945, who (i) are hired on or after September 4, 2013 and prior to October 18, 2016, and who make an irrevocable election to participate in the Plan in lieu of the Town's defined benefit pension plan, or (ii) are hired on or after October 18, 2016, and who are required to participate in the Plan pursuant to the terms of the collective bargaining agreement applicable to such employees."

(2) Effective as of October 18, 2016, subpart (b)(i) of the subsection entitled *Picked-up Contributions*, as contained in the description of "Contributions" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan is deleted in its entirety and replaced with the following new subpart (b)(i):

"(i) Public works and parks employees:
For the period prior to October 18, 2016: 6% of Compensation
For the period on and after October 18, 2016: 5% of Compensation"

(3) Effective as of October 18, 2016, subpart (c)(i) of the subsection entitled *Matching Contributions*, as contained in the description of "Contributions" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan is deleted in its entirety and replaced with the following new subpart (c)(i):

"(i) Public works and parks employees:
For the period prior to October 18, 2016: 100% of picked-up contribution (equal to 6% of Compensation)
For the period on and after October 18, 2016: 140% of picked-up contribution (equal to 7% of Compensation)"

(4) All section numbers and cross references thereto are appropriately amended to

effectuate the intention of the foregoing amendment.

Dated this 30th day of December, 2016.

Witness:

TOWN OF SIMSBURY, CONNECTICUT

JoAnn E. Martini

By Thomas J. Cook

Title: Director of Administrative Services



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 Proposal for Professional and Technical Services for Small Cities Grant –
Simsbury Housing Authority – L. Wagner & Associates

2. **Date of submission:** January 4, 2017

3. **Date of Board Meeting:** January 9, 2017

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

Thomas F. Cooke – Director of Administrative Services – (860) 658-3200

Edward LaMontagne – Executive Director, Simsbury Housing Authority – (860) 658-1147

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

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

Accept the proposal of L. Wagner & Associates to provide professional and technical services in connection with the submission of a Small Cities grant on behalf of the Simsbury Housing Authority

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.):**

On November 28, 2016 the Board of Selectmen authorized the issuance of an RFP for a firm to provide professional and technical services in connection with preparation of a 2017 Small Cities Community Development Program Grant on behalf of The Housing Authority of the Town of Simsbury. The entire cost of the firm chosen will be covered by the grant, if awarded, and there will be no charges in the event that the application is denied.

The purpose of the grant is to resurface the roadway surrounding the Virginia Connolly Residence, install new sidewalks with curb cuts for accessibility, upgrade the existing generator and replace the in ground oil tank.

The Town and the Housing Authority have worked closely with L. Wagner & Associates on the Small Cities grant awarded to the town in 2015 and the firm is intimately familiar with the Housing Authority's goals for the rehabilitation of the property. L. Wagner & Associates was instrumental in securing the 2015 grant of \$775,580.

Only one other proposal was submitted and, based on the economies inherent in using L. Wagner & Associates, both Town Staff and the Housing Authority recommend moving forward with L. Wagner & Associates.

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:

NA



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Budget Workshop Schedule
2. **Date of submission:** January 4, 2017
3. **Date of Board Meeting:** January 9, 2017
4. **Individual or Entity making the submission**

Thomas F. Cooke – Director of Administrative Services

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

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

Adopt a schedule for budget workshop dates and times based on the available date described herein

6. **Summary of Submission**

Pursuant to the Charter, the Director of Finance, at the direction of the First Selectwoman, is required to present the budget to the Board of Selectmen no later than the first day of March (Section 805). In order to ensure that the Board of Selectmen has adequate opportunity to meet, the First Selectwoman, Town Staff and the Director of Finance will accelerate the budget preparation process so that the budget is available to this Board by February 27th.

The following dates are presented for your consideration:

- Saturday, 3/4: Budget presentations by Town Staff – day-long workshop – Main Meeting Room
- Additional dates as necessary:
 - Tuesday, 3/7 – 6:00 pm – Large Program Room, Simsbury Public Library
 - Thursday, 3/9 – 6:00 pm – Main Meeting Room

In total, this schedule offers two (1) Saturday meeting and two (2) evening meetings.

7. **Financial Impact**

N/A

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:

Schedule for the Budget Meetings & Workshops



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

Schedule for the Budget Meetings & Workshops

Monday evening, February 27th / 6:00 pm:

- First Selectman's Budget presented to Board of Selectmen at regular meeting

Saturday, March 4th / 8:00 am – 4:00 pm:

- General Government
 - First Selectman's Office/Central Administration
 - Town Clerk
 - Information Technology
- Finance
 - Tax Collector
 - Assessor
- Social Services
- Culture, Parks and Recreation
- Planning/Economic Development
- Public Works
- Engineering
- Water Pollution Control
- Library
- Public Safety
- CIP
- CNR

Tuesday, March 7th and Thursday, March 9th – 6:00 pm*

All scheduled meetings will be in the Main Meeting Room at Town Hall except for Tuesday, March 7th will be in the Large Program Room at the Library.

**Additional dates if needed*

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

L.Heavner@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



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignation

2. **Date of submission:** 12/12/2016

3. **Date of Board Meeting:** 01/09/2017

4. **Individual or Entity making the submission**
Carolyn Bligh, 54 Chriswell Drive, Simsbury

5. **Action requested of the Board of Selectmen**
Accepts the resignation of Carolyn Bligh, (R), Economic Development Commission

6. **Summary of Submission**
 1. Resignation: Carolyn Bligh
Board: Economic Development Commission
Party: R
Effective: December 9, 2016
Full Term of Office: 1/2/2014-1/1/2019

7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):** NONE

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

Carolyn Bligh
54 Chriswell Drive
Simsbury, CT 06070

December 9, 2016

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



Dear Ms. Keily:

I hereby resign my position as Commissioner member on the Economic Development Commission. Due to my work schedule I can not commit to serve at this time. I have enjoyed the commission and experience over the years. We worked on some great initiatives together. I wish the boards much success in the coming year.

Please notify the Board of Selectmen that the effective date of my resignation is December 9, 2016.

Sincerely,
Carolyn Bligh

A handwritten signature in cursive script that reads "Carolyn Bligh".

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Cheryl Cook, Michael Paine, Christopher Kelly and Elaine Lang. Sean Askham was absent. Others in attendance included Tom Roy, Director of Public Works; Tom Cooke, Director of Administrative Services; Gerard Toner, Director of Culture, Parks and Recreation; Attorney Bob DeCrescenzo and other interested parties.

PLEDGE OF ALLEGIANCE

Eagle Scout Chris Reilly led everyone in the Pledge of Allegiance.

PUBLIC AUDIENCE

Herbert Neuhauser, 4 Owens Place, spoke about a non-operational street light issue on Owens Brook Boulevard and Owens Place. He said he was told this issue would be taken care of, but it is still an issue. This is a very important safety issue that needs to be taken care of now.

Joan Coe, 26 Whitcomb Drive, spoke about hiring a new Town Manager, the changing of Police Commission minutes, moving SCTV to the Library, the brick Streetscape problems, and other issues.

Robert Kalechman, 971 Hopmeadow Street, said he has been speaking about street light repairs and replacement for years. He also spoke about government corruption, running for office and not being included in the *Farmington Valley Press*, and other issues.

Tim Ryan, 64 Terry Plains Road, said he would appreciate a longer lease for the Ryan Family Flower Farm. If he knew he was staying longer than one year, it would help him purchase irrigation equipment that is needed for this property.

Ms. Neuhauser finished Mr. Neuhauser's information on the lighting issue on Owens Place and Owens Brook Boulevard. She said this is a very dangerous, dark area and the issue needs to be resolved now.

Ms. Cook made a motion to amend the agenda to add the appointment of William Butler (R) to the Clean Energy Task Force, with the term ending 12/4/17 as item j) under Appointments and Resignations. Ms. Lang seconded the motion. All were in favor and the motion passed.

PRESENTATIONS

- **Paving Update and Snow Preparation – Tom Roy, Director of Public Works**

Mr. Roy did talk about the street light issue on Owens Brook Boulevard and Owens Place. He said there does seem to be some issues with the ownership of the light. He said he was told that the light was fixed by Eversource. Ms. Heavner said they will schedule a meeting with Eversource to get this issue fixed as soon as possible.

Mr. Roy gave a presentation on construction of 14.3 miles of roadways. He showed the methods they use on different roadways. They follow a pavement management system. They go and get the best bid for the asphalt. There is a video on SCTV that everyone can watch to see the job that is done.

Mr. Roy said there are 20 full time employees, one is retiring after 45 years of service. He explained the trucks and plowing systems they use. He showed the salt shed and said they have computer controlled spreaders and a liquid de-icing tank. He encouraged everyone over 18 to take the snow plow ride-along, which lasts 3 hours.

FIRST SELECTWOMAN’S REPORT

Ms. Heavner said Simsbury is a Money Magazine *Top Ten* “Best Place to Live in America” due to the hard work of volunteers, elected officials and Town staff. She said Simsbury is a great place to live, work, learn and retire.

Ms. Heavner said January 2017 will kick off the budget season, beginning with discussions between the First Selectwoman, Department Heads and the Director of Finance about their priorities and goals. The First Selectwoman’s budget will be presented to the Board of Selectmen on February 27th.

Ms. Heavner said the budget evaluates the “must spends”, “should spends” and “want to spends.” The year’s budget has an additional challenge of a net loss in revenue of about \$900,000 from The Hartford building demolition and the State’s continued fiscal uncertainty.

Ms. Heavner said the Police Department is holding its annual “Stuff a Cruiser’ event at Necker’s Toy Store on December 14 – 15 from 3:00 – 7:00 p.m.

Ms. Heavner said it is a good time to prepare for any winter emergencies. Make sure you have enough gas in the car, cash on hand, water, medications, food and other essentials on hand in case of any emergency.

Ms. Heavner encouraged everyone over the age of 18 to take a ride with the snow plow drivers, which is offered by the Department of Public Works. For more information go to: <http://www.simsbury-ct.gov/public-works/files/snow-plow-ride-along-program-information:application>.

Ms. Heavner said the Tariffville water tank is nearing completion with piping work to connect the new tank to the water main beginning in the next few weeks. To see the progress visit: www.Tariffvillewater.org.

Ms. Heavner reminded everyone that Connecticut residents and businesses are requested to voluntarily reduce water demand by 15% due to the drought conditions. For more information visit: <http://www.fvhd.org/>.

Ms. Heavner said revaluation of all real estate in Simsbury is now underway. Residents can see Town employees and contractors from *Municipal Valuation Services* to assist you. She said revaluation notices culminate the process and are expected to be mailed to taxpayers in December 2017.

Ms. Heavner said the Simsbury Social Services Department has been designated as an official intake site for residents wishing to apply for the Connecticut Energy Assistance Program. For more information, please call (860) 658-3283.

Ms. Heavner spoke about the Simsbury Library Business Newsletter. This can help to start or improve a business and could be very helpful to all business people.

Ms. Heavner said the Business Resource Center at the Simsbury Public Library will highlight business news on their Facebook Page and other social media. For more information go to: sarahl@simsburylibrary.info or #splbusinessbuzz.

Ms. Heavner said Wednesday night is Business Night at the Simsbury Library. To register or for more information go to: <http://www.simsburylibrary.info/>.

Ms. Heavner welcomed *Khagan Mongolian Grill & Sushi*, *Town Line Liquors*, *Shred Fitness*, *Table 570 Asian Fusion*, *Illumina Skin Care/Massage* and *Benny's* to Town. She encouraged everyone to try these new establishments out.

Ms. Heavner said there are updates on the Silverman Group and Simscroft-Echo Farms in her report.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Lang made a motion to approve tax refunds in the amount of \$13,442.28 as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Set Public Hearing Date for proposed Sidewalk Policy

Ms. Heavner said there have been a number of questions raised about the Town’s policy and procedures for the maintenance and replacement of sidewalks in Town. She said assuming the Town Code is changed, the Town would be responsible for the Capital Costs for sidewalk resurfacing with a budgetary value of \$1.2M. These funds would be sufficient to fund the replacement of approximately 65% of the Town’s sidewalks.

Mr. Roy said this has been a long-standing issue. He went through information that gave an overview of the current maintenance and replacement practices and he provided alternative processes for consideration.

Mr. Roy said there needs to be a Public Hearing on this proposed Sidewalk Policy. He said they will go around and look at all sidewalks to evaluate them to see what needs to be done first.

Mr. Kelly made a motion to set the Public Hearing date of January 9, 2017 at 6:00 p.m. to allow for modifications to Town Code Section 137 as it relates to maintenance and replacement of sidewalks. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Solar Array Grant – Simsbury High School

- a) Authorize the First Selectwoman to execute the Memorandum of Understanding (MOU) with CT Green Bank, subject to review by Town Counsel**
- b) Accept Solar Array Grant in the amount of \$40,500**
- c) Recommend to the Board of Finance a FY17 Supplemental Appropriation pursuant to Charter Section 809(a) in the amount of \$57,074**

Ms. Heavner said this project began as part of the 20% by2010 campaign and has continued through our Solarize Simsbury program and CPACE program. The Town has now earned a 9kWh system solar array with a value of \$40,500. She said the Town, Clean Energy Task Force and members of the Board of Education have been working on getting a solar project installed at the High School using these funds. The total cost of this system would be \$57,074.

Ms. Heavner said in order to move forward, the Town will need to execute the MOU with the CT Green Bank and request the Board of Finance make a supplemental appropriation for the full value of this project.

Ms. Cook made a motion to authorize the Town to receive the \$40,500 grant for a new solar array to be located at Simsbury High School. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion to authorize the First Selectwoman to execute the MOU with CT Green Bank, pending legal review, to allow for the receipt of the Grant Funding. Ms. Cook seconded the motion. All were in favor and the motion passed.

Ms. Lang made a motion to request that the Board of Finance create a supplemental appropriation pursuant to Charter Section 809(a) in the amount of \$57,074. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Approve Eagle Scout Projects

Chris Reilly, from Troop 175, made his proposal for work to be done at the Skate Park. He said his materials for the repairs will be funded by the Culture, Parks & Recreation Department.

Akash Kaza made his proposal for work to be done at Simsbury Farms. He wants to construct and install benches at the playground/tennis court area.

Ms. Cook made a motion to authorize the Eagle Scout projects of Chris Reilly and Akash Kaza as proposed to be completed on Town owned property. Ms. Lang seconded the motion. All were in favor and the motion passed.

e) Approve Public Gathering Permit Application for 2017 Events

Ms. Heavner said there was a Public Gathering Permit application meeting was held on December 6, 2016. The officials of both organizations will coordinate with staff of the Performing Arts Center and the Farmington Valley Health District on their requirements for the events.

Ms. Lang made a motion to approve the Public Gathering applications for the 2017 Iron Horse Half Marathon 10k and 5k on June 4, 2017 and the Simsbury-Granby Rotary Club River Run on April 30, 2017. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Accept Donation of \$200,000 for the Simsbury Veterans Memorial

Mr. Cooke asked that this donation item be done at this meeting as the members of the Committee need it addressed before the end of the year. In order to use the STEAP Grant money, the Town had to take responsibility for the entire project. He said we can use the original letter of understanding to approve this donation subject to confirmation by the Veterans.

Ms. Lang made a motion to accept, in accordance to the memo of understanding, the donation of \$200,000 from the Simsbury Veterans Memorial, Inc. for the construction of the Simsbury Veterans Memorial project subject to verification from the Simsbury Veterans Memorial, Inc. Mr. Paine seconded the motion. All were in favor and the motion passed.

g) Review proposed ordinance for Water Conservation and possibly set Public Hearing Date

Ms. Heavner noted that additional information was added on this issue as requested at the last Board meeting.

Attorney DeCrescenzo said he reviewed the draft ordinance. He is recommending this be referred back to the Conservation Commission and he will work with them to come up with a new proposal. He does think there is authority for a municipality to adopt a water shortage ordinance. He feels they can work it all out and come up with a new proposed ordinance.

Donald Rieger, Conservation Commission, explained why he felt this ordinance was necessary. He said he did give the Board more information that they were asking for.

Ms. Cook made motion to refer the proposed ordinance for Water Conservation to Town Counsel. Mr. Kelly seconded the motion. All were in favor and the motion passed.

h) Approve 2017 Ground Licenses for various Town owned Agricultural Properties

Ms. Heavner said Mr. Shea wasn't available for this meeting and they need his advice on this issue. The Board can approve the licenses for one year and then come back at a later date and change it if necessary.

Mr. Paine made a motion to authorize a one year extension of ground licenses for various Town owned agricultural properties. Ms. Lang seconded the motion. All were in favor and the motion passed.

i) Contract Amendment for Neighborhood Facilities:

- a) Authorize Contract Amendment of the \$204,000 State Grant for funding of design services required for the Senior/Community Center Project**

b) Approve Resolution authorizing First Selectwoman to execute Contract Amendment extension with the State of Connecticut

Ms. Heavner said the Town has requested an amendment to the grant agreement for funding previously obtained for Senior/Community Center Design Services. We have secured \$204,000 from the State for design of the Senior/Community Center. The funds were approved by the State Bond Commission in January of 2014.

Ms. Heavner said a resolution from the Board of Selectmen is required to authorize the First Selectwoman to execute the Contract Amendment.

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

In Witness whereof, the undersigned has affixed her signature and the corporate seal of Contractor, this 12th day of December 2016.”

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

j) Approve the Tentative Agreement between the Town of Simsbury and UE Local 222, CILU/CIPU Local #41 (Dispatchers), and authorize the First Selectwoman to Execute the Collective Bargaining Agreement as modified

Ms. Heavner said the Town and the UE Local 222 have negotiated a successor contract to the 2011-2016 collective bargaining agreement.

Mr. Cooke said the defined benefit plan will be closed to employees hired after the execution date of this agreement. She said participation to the defined contribution plan is mandatory to new hires. The PPO plan option will be discontinued effective July 1, 2018. Employees will be provided with an annual credit of \$2,000 for declination of the Towns health care plan. Over the five-year term of the prior agreement, the Town’s competitive position in relation to comparator towns deteriorated significantly. A one-time adjustment to the contract steps and annual increases of 4% will be included. Mr. Cooke said the Union was very good to work with.

Mr. Kelly made a motion to approve the Tentative Agreement between the Town of Simsbury and UE Local 222, CILU/CIPU, Local #41 (Dispatchers), and authorize the First Selectwoman to execute the collective bargaining agreement as modified. Ms. Lang seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

- a) Acknowledge the resignation of Laurel Hennebury (D) as a regular member of the Technology Task Force effective December 4, 2016**

Ms. Cook made a motion to acknowledge the resignation of Laurel Hennebury as a regular member of the Technology Task Force effective December 4, 2016 with our thanks. Ms. Lang seconded the motion. All were in favor and the motion passed.

- b) Appoint Thomas A. Kyzivat (D) as an alternate member of the Zoning Commission with an expiration date of December 2, 2019**

Mr. Kelly made a motion to appoint Thomas Kyzivat as an alternate member of the Zoning Commission with an expiration date of December 2, 2019. Ms. Lang seconded the motion. All were in favor and the motion passed.

- c) Appoint Derek Peterson (R) as a regular member of the Board of Finance with an expiration date of December 4, 2017**

Ms. Cook made a motion to appoint Derek Peterson as a regular member of the Board of Finance with an expiration date of December 4, 2017. Mr. Paine seconded the motion. All were in favor and the motion passed.

- d) Appoint Jan Losee (D) as a regular member of the Tourism Committee with an expiration date of December 4, 2017**

This item was tabled.

- e) Reappoint Michael Jennings (U) as a regular member of the Aging & Disability Commission with an expiration date of January 1, 2021**

Ms. Cook made a motion to reappoint Michael Jennings as a regular member of the Aging & Disability Commission with an expiration date of January 1, 2021. Mr. Kelly seconded the motion. All were in favor and the motion passed.

- f) Reappoint Thomas Rechen (R) as a regular member of the Board of Ethics with an expiration date of January 1, 2021**

Mr. Kelly made a motion to reappoint Thomas Rechen as a regular member of the Board of Ethics with an expiration date of January 1, 2021. Mr. Paine seconded the motion. All were in favor and the motion passed.

g) Reappoint Kristen Barnett (R) as a regular member of the Economic Development Commission with an expiration date of December 4, 2017

Ms. Lang made a motion to reappoint Kristen Barnett as a regular member of the Economic Development Commission with an expiration date of December 4, 2017. Ms. Cook seconded the motion. All were in favor and the motion passed.

h) Reappoint Elizabeth Woollacott (R) as a regular member of the Historic District with an expiration date of January 1, 2022

Mr. Kelly made a motion to reappoint Elizabeth Woollacott as a regular member of the Historic District with an expiration date of January 1, 2022. Mr. Paine seconded the motion. All were in favor and the motion passed.

i) Reappoint James Fleming (R) as a regular member of the Police Commission with an expiration date of January 1, 2021

Ms. Cook made a motion to reappoint James Fleming as a regular member of the Police Commission with an expiration date of January 1, 2021. Ms. Lang seconded the motion. All were in favor and the motion passed.

j) Reappoint William Butler (R) to the Clean Energy Task Force with an expiration date of December 4, 2017

Ms. Cook made a motion to appoint William Butler to the Clean Energy Task Force with an expiration date of December 4, 2017. Ms. Lang seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 28 2016

No changes were made to the Regular Meeting Minutes of November 28, 2016, and therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN

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

Respectfully submitted,

Kathi Radocchio
Clerk