



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Watch Board of Selectmen meetings LIVE and rebroadcast on Comcast Channels 96, 1090, Frontier Channel 6071 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 – March 12, 2018 – 6:00 p.m.

AMENDED

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Acceptance of Simsbury Public Library State Construction Grant in the amount of \$405,525
- c) Federal Appropriations Request
- d) Discussion and Possible Action of Fiscal Year 2017-18 Budget Holdbacks
- e) Discussion and Possible Action Regarding Fiscal Year 2018-2019 Budget

APPOINTMENTS AND RESIGNATIONS

REVIEW OF MINUTES

- a) Regular Meeting of February 26, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) Personnel
- b) Finance
- c) Welfare
- d) Public Safety
- e) Board of Education



COMMUNICATIONS

- a) Eno Memorial Hall Renovations

ADJOURN TO EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313

ADJOURN FROM EXECUTIVE SESSION

Possible action

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** March 12, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective March 12, 2018, to approve the presented tax refunds in the amount of \$320.29 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.

5. **Summary of Submission:**
Tax refunds need to be issued from time to time for motor vehicles, real property, and personal property. Some of the most common reasons tax refunds need to be issued for motor vehicles include: sale of the vehicle; the vehicle is destroyed; the vehicle is donated; the owner has moved out of state; or, the owner has successfully appealed the taxes. Real estate refunds are typically due to the fact that during the sale or refinancing of a property, both a bank and an attorney's office have paid taxes owed, resulting in an overpayment to the Town. Overpayments of personal property taxes are rare; often overpayments of personal property are due to a person or entity forgetting that they paid in full in July, then also sending the January installment.

In a legal opinion from the Town Attorney dated May 22, 2001, he stated that CGS §12-129 "requires that all applications for tax refunds be referred to the Board (of Selectmen) for their consideration and action." Once approved by the Board of Selectmen, the Town Manager will sign off on tax refund applications. As a reminder, the Tax Collector's Office is responsible for collecting revenue for the Fire District pursuant to Special Act #264 of the Legislature in 1945. However, tax refunds for the Fire District are not under the jurisdiction of nor approved by the Board of Selectmen and are therefore not included in the requested tax refunds presented.

6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$320.29. The attachment dated March 6, 2018 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated March 6, 2018

REQUESTED TAX REFUNDS
MARCH 12, 2018

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
Honda Lease Trust	16-3-58529	\$52.76		\$52.76
Honda Lease Trust	16-3-58587	\$30.13		\$30.13
Houghton Scott D	16-3-58739	\$27.50		\$27.50
Houghton Scott D	16-3-58740	\$34.94		\$34.94
Glaser Mary	16-4-81219	\$40.12		\$40.12
Kreimann Herbert H	16-4-81870	\$129.16		\$129.16
Palazzo Jeffrey S	16-4-82635	\$5.68		\$5.68
Total 2016		\$320.29	\$0.00	\$320.29



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of Simsbury Public Library State Construction Grant

2. **Date of Board Meeting:** March 12, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Lisa Karim, Library Director

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the Connecticut State Library Construction grant as presented, the following motion is in order:

Move, effective March 12, 2018, to accept a Connecticut State Library Construction Grant in the amount of \$405,525 to be used for the Simsbury Public Library's lower level renovation project and to authorize Town Manager Maria E. Capriola to execute all related grant documents.

5. **Summary of Submission:**
At the August 14, 2017 Board of Selectmen meeting, the First Selectwoman was authorized to submit a grant application for a Connecticut State Library grant to assist with costs associated with the lower level remodeling project at the Simsbury Public Library. The grant would be used to fund the renovation of currently unfinished lower level space into an 80 seat flexible program/meeting room. The Board further committed matching funds should the grant be awarded. The Town appropriated the matching funds for this grant during the FY17/18 CIP budgeting process and the voters approved the match at referendum on June 13, 2017.

The Friends of the Simsbury Public Library gifted \$95,000 to support design services for this project. This gift was accepted by the Library Board of Trustees August 21, 2017.

Pursuant to our internal practices, the Board of Selectmen needs to formally accept the grant award. The Town Manager is waiting to execute all grant related documents until such approval has occurred. The Town Attorney has reviewed the grant agreement.

6. **Financial Impact:**
Receipt of this grant will amount to \$405,525 in revenue to be applied towards the renovation project.

7. **Description of Documents Included with Submission:**
a) State Public Library Construction Grant Contract for Municipalities

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

STATE PUBLIC LIBRARY CONSTRUCTION GRANT CONTRACT
FOR MUNICIPALITIES

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library" or "Grantor") and the Town of Simsbury (hereinafter "Contractor" or "Grantee") pursuant to § 11-24c of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, CGS § 11-24c provides for state funds to assist in the construction, renovation, repair, and improvement of the physical public library facilities at the local level; and

WHEREAS, the State Library administers a grant program whereby libraries apply for state funded public library construction grants; and

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 the amount not to exceed \$405,525 (hereinafter "Grant Funds") for major alteration project at the Simsbury Public Library (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds.
2. The Contractor shall proceed forthwith upon the signing of this Agreement with the major alteration project provided that sufficient local funds are approved and available to complete the entire project in accordance with said plans, specifications, and schedule or as hereafter changed with the approval of the State Library.
3. For projects that involve construction the Contractor has employed an architect and shall submit to the state detailed plans and specifications (including *American Institute of Architects (AIA) Document A201*, general conditions of the contract for construction intended to be used as one of the contract documents forming the construction contract).
4. The Contractor may, in writing, execute change orders in connection with this particular project with the written approval of the architect, but any individual change representing an increase or decrease in the cost of the project in excess of \$4,000 for projects under \$50,000, \$10,000 for projects between \$50,000 and \$100,000 and \$20,000 for projects over \$100,000 shall be approved in advance by the State Library.
5. The Contractor shall establish and maintain accounting procedures and supporting documents necessary to permit accurate and expeditious audit at any time during the construction, and all records pertaining to the project shall be maintained for a period of ten (10) years.
6. Upon request of the State Library, the Contractor shall submit copies of architect's and other inspection reports and such additional reports including payroll records as may be required by the State Library.

7. Payment to the Contractor under this contract is subject to receipt of state funds by the State Library. Once the funds become available, payment shall be made in accordance with the following pre-established schedule:
 - (a) Fifty percent (50%) of the grant upon submission of an Application for Payment, example attached hereto as Attachment A, and certification by the architect that work in place, services rendered, and equipment delivered and installed on the project represent not less than fifty percent (50%) of the total project value, i.e., of all construction, all equipment, etc. Documentation consists of *AIA Documents G702* and *G703*, the architect's application and certification for payment, and invoices for expenses listed in the Budget Information section of the application as submitted to the State Library and which are not included in the *AIA Documents G702* and *G703*.
 - (b) An additional forty percent (40%) of the grant in accordance with the same provisions when the architect certifies seventy-five percent (75%) completion; and,
 - (c) The final ten percent (10%) of the grant upon submission of an Application for Payment, the architect's certification of one hundred percent (100%) completion. In those cases where there may be a significant delay in certifying 100% completion, libraries may be eligible for their last payment when they have a certificate of occupancy for the entire affected library space and they can prove they have incurred costs that are at least double their grant award. In order for the Contractor to receive its final payment, it shall also furnish the following to the State Library:
 - (1) The final *AIA Documents G702* and *G703* with "paid" written on the AIA document or payment voucher for final payment of the project.
 - (2) For projects of \$2,000,000 or less, invoices for expenses listed in the Budget Information section under Project Cost Estimate in the application as submitted to the State Library excluding the expenses covered in the *AIA documents G702* and *G703*.
 - (3) A Final Expenditure Report, example attached hereto as Attachment C.
 - (4) The Contractor expressly agrees and understands that the Application for Payment of the final ten percent (10%) of the grant and all required back-up documentation must be received by the State Library on or before the last day of this grant agreement before any final payment, if warranted, shall be made by the State Library. The failure to provide the Application for Payment and back-up documentation within the time required is an express waiver by the Contractor of any right to final payment under the grant.
 - (d) The Contractor may combine payment requests in one Application for Payment attached hereto as Attachment B.
8. The Contractor shall comply with, the requirements and provisions of CGS § 11-24c, the regulations thereunder, the *State Grant Programs for Public Library Construction Timetable and Guidelines* and the regulations thereunder, including the anti-discrimination requirements (Title VI, Civil Rights Act, 1964, Pub. L No. 88-352, § 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act) and the prevailing State Wage Requirements.

9. The Contractor shall employ adequate methods of obtaining competitive bids, pursuant to the Department of Administrative Services (DAS) Contractor Prequalification Program, prior to awarding the construction contract, and shall advertise in a newspaper having a substantial circulation in the municipality in which construction takes place (a trade journal does not qualify as a newspaper for this purpose) or advertise in the DAS Biznet State Contracting Portal.
 - (a) For a single construction contract with total cost under \$500,000. All construction contracts (including equipment procurement over \$10,000) shall be awarded to the lowest responsible and qualified bidder in open competitive bidding.
 - (b) For a single construction contract with total cost over \$500,000. All construction contracts for construction projects which are funded in whole or in part with state funds shall be awarded to the lowest responsible and pre-qualified bidder described in CGS § 4b-92 in open competitive bidding. The Contractor will provide those contractors with a Performance Evaluation at 50% project completion and provide both contractor and DAS with a Performance Evaluation at 100% completion. The Contractor must indicate in the bid advertisement the classification(s) for which construction contractors are being sought. Example of bid advertisement can found on DAS Contractor Prequalification Program website. The DAS Prequalification Program must receive the final evaluation seventy (70) days after project completion.
10. The Contractor shall not sign a contract with a building contractor, purchase furniture, or begin work on a maintenance project (only applicable to “distressed municipalities” as defined by CGS § 32-9p(b)) until the Contractor and the State Librarian have signed this contract, and this contract has been approved by the Attorney General.
11. The building contractor who is selected to do the project shall provide a performance bond.
12. The Contractor shall comply with all applicable sections of the State and local building codes, where such codes are in force.
13. The Contractor shall follow the rules on construction of a public works project as established by the local municipality unless additional requirements are specifically required by Federal statutes, State statutes, or executive orders.
14. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State Library prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State Library. The State Library shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State Library or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

15. Audit requirements.

- (a) For State-funded grant contracts where the Contractor has or will receive \$300,000 or more in any State grant(s) during the Contractor's fiscal year, the following audit provision must be present:

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 Conn. Gen. Stat. § 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.

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (c) For purposes of this subsection, for State Grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in CGS§ 4-230.
16. 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 refunds within thirty (30) days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.
17. If the final Application for Payment and back-up documentation reveals that the ultimate cost of the construction project for which this grant has been provided is less than the amount upon which the grant award was originally based (the grant award cannot exceed one half of the actual cost of the construction project) the amount of the grant award shall be reduced proportionately. If any funds must be returned, the Contractor shall send the refund, in the form of a bank or certified check, to the Connecticut State Library within thirty (30) days from notice in writing by the State Library, without the parties to this agreement entering into separate amendments or supplements to this Agreement.
18. When issuing statements, press releases, announcements of contract awards under the project, dedication programs and other documents or announcements describing this project, the Contractor shall state clearly that the library construction project is being paid for, in part, with state funds provided by the Connecticut State Library.
19. The Contractor expressly agrees and covenants that a proposed new, improved or expanded public library facility that is the subject of this contract shall be devoted to public library purposes for a period of not less than ten (10) years after completion of the construction project for which this grant has been provided or until the building outlives its usefulness. The Contractor further expressly agrees and covenants that, should a proposed new, improved or expanded public library facility be devoted to public library purposes for a period of less than ten (10) years after completion of the construction project or until the building outlives its usefulness, the contractor shall return the grant funds provided for herein on a prorated basis for every year less than ten (10) years after completion that the facility was not devoted to use as a public library.
20. Termination.
- (a) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may terminate the contract whenever the State Library makes a written determination that such termination is in the best interests of the State. The State Library shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
- (1) Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the State

Library sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State Library believes that the Contractor has not performed according to the contract, the State Library may withhold payment in whole or in part pending resolution of the performance issue, provided that the State Library notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The State Library shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State Library for purposes of correspondence, or by hand delivery. Upon receiving the notice from the State Library, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all State Library all records. The records are deemed to be the property of the State Library and the Contractor shall deliver them to the State Library no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the State Library for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the State Library, the Contractor shall cease operations as the State Library directs in the notice, and take all actions that are necessary or appropriate, or that the State Library may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the State Library directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The State Library shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the State Library in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the State Library is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State Library, the Contractor shall assign to the State Library, or any replacement Contractor which the State Library designates, all subcontracts, purchase orders and other commitments, deliver to the State Library all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the State Library may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the State Library may terminate the contract in accordance with its terms and

revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

(g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the State Library.

21. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
22. 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.
23. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that the State Library and the Attorney General of the State of Connecticut have approved this Agreement in writing.
24. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.
25. The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims

against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

26. A Contractor receiving a grant of \$500,000 or more shall display a sign at the site during construction indicating that the project is funded, in part, with a grant from the State of Connecticut. An example will be furnished by the State Library.
27. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
28. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
29. Whistleblower. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or

appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

30. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
31. 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.
32. 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 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.
33. State Library approved this grant on November 27, 2017. Minutes of that meeting are attached hereto as Attachment A and expressly made a part hereof.

GRANTEE

March 1, 2018 to February 28, 2023

Contract Period

Town of Simsbury

Legal Name (Town, City, Corporation, etc.)

06-6002085

Federal Employer I.D. Number

Signature of Authorized Individual

Date

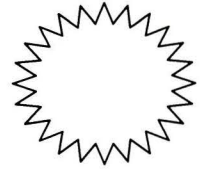
Maria E Capriola

Typed Name of Authorized Individual

Town Manager

Title

(Grantee Affix Seal Here)



CONNECTICUT STATE LIBRARY BOARD

Kendall F. Wiggin, State Librarian

Date

128P-SC-17

Grant Number

☐ This contract template, having been reviewed and approved by the Office of the Attorney General (OAG), it is exempt from review pursuant to a Memorandum of Agreement between the State Library and the OAG dated June 11, 2014.

Fund	Department	SID	Program	Acct.	Project	Budg. Ref.	Amt.
12052	CSL66051	43648	85006	55070	CSL Non. Proj.	2018	\$405,525

Attachment A

STATE OF CONNECTICUT
RECORD OF PROCEEDINGS STATE LIBRARY BOARD
November 27, 2017

Present: John N. Barry, Bob Harris, Allen Hoffman, Mary Etter, Jay Johnston, Comm. Dianna Wentzell, Alison Clemens

Members absent: Judge Michael Sheldon, Sandy Ruoff, Matt Poland, Justice Andrew McDonald

Others present: Kendall Wiggin, Jane Beaudoin, Dawn La Valle, Robert Kinney, Lizette Pelletier, LeAnn Power, (State Library), Glenn Grube (Avon Free Public Library/CLA), Kate Byroade (Cragin Memorial Library, Colchester), Lisa Karim (Simsbury Public Library)

The meeting was called to order at 1:10 p.m. by Chairperson John N. Barry.

...

NEW BUSINESS

...

State Public Library Construction Grant Recommendations: It was immediately MOVED (A. Hoffman) seconded (B. Harris) THAT THE STATE LIBRARY BOARD AWARDS THE FOLLOWING STATE PUBLIC LIBRARY CONSTRUCTION GRANTS:

\$1,000,000 to the City of Bridgeport for a new Newfield Branch of the Bridgeport Public Library,

\$1,000,000 to the Old Lyme-Phoebe Griffin Noyes Library Association, Inc.,

\$405,525 to the Town of Simsbury for the Simsbury Public Library,

\$75,000 to the Brainerd Memorial Library, Inc., of Haddam

\$212,750 to the Town of Milford for the Milford Public Library,

\$108,452 to the Town of Portland for the Portland Public Library.

PASSED unanimously..

...

The meeting was adjourned at 1:45 p.m. The next meeting is scheduled for Monday, January 22, 2018, at 1:00 p.m. in the State Library's Reading Room.

Respectfully submitted,

Kendall F. Wiggin, Secretary

Jane Beaudoin, Recorder

CONNECTICUT STATE LIBRARY
APPLICATION FOR PAYMENT
STATE PUBLIC LIBRARY CONSTRUCTION GRANT
Under Section 11-24c of the Connecticut General Statutes

CERTIFICATION

The _____ (grantee) hereby requests a payment of grant funds to be expended for the below named project as authorized under the State Public Library Construction Grant program administered by the Connecticut State Library Board (grantor). Acting as the duly authorized agent for the above, I hereby certify that, according to the best of my knowledge, the information given below is correct and that the grantee is in compliance with the terms and conditions of the grant agreement between the grantee and the Connecticut State Library Board.

Name: _____ Signed: _____

Title: _____ Date: _____

A. Grant Number # _____

B. Total amount of grant approved: \$ _____

C. Contract period: _____ to _____

D. Organization authorized to receive payment: _____
Name _____

Address _____

E. Are you prepared to receive payment through ACH (Automated Clearing House)? (Check one) Yes ☐ No ☐

1. Original estimated cost of entire project: \$ _____
(as given in the grant application)

2. Increase or decrease in project costs since the project began (if any): \$ _____

3. Total new cost of entire project (add items 1 and 2): \$ _____

4. Total amount completed to date: (Must be substantiated by architect's certification on the most recent *AIA Documents G702* and *G703* and invoices for costs not covered by the *AIA Documents*.) \$ _____

5. Dollar amount of grant payment being requested: \$ _____

6. Payment # 1 (50%) ☐ 2 (40%) ☐ 3 (10%) ☐

7. Municipal Library: ☐ or Association Library: ☐ FEIN: _____

State of Connecticut, County of _____ on this _____ day of _____

the above subscribed personally appeared before me and made oath to the truth of this certification.

My commission expires on _____ Signed _____

CONNECTICUT STATE LIBRARY
STATE PUBLIC LIBRARY CONSTRUCTION GRANT
FINAL EXPENDITURE REPORT

In order to receive the final payment and close out your State Public Library Construction Grant you must complete this Final Expenditure Report and submit it to the State Library along with the final *AIA Documents G702* and *G703* marked PAID, and invoices to substantiate expenses. These materials must be received by the State Library on or before the last day of your grant contract.

Grantee: _____

Grant #: _____

Library Name: _____

1. Project Type (Place an X in front of those categories which apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Conversion of existing bldg. | <input type="checkbox"/> Handicapped Accessibility |
| <input type="checkbox"/> Renovation | <input type="checkbox"/> Code Compliance | <input type="checkbox"/> Energy Conservation |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Remodeling | <input type="checkbox"/> Maintenance |

Please indicate the actual amount spent in each category indicated below.

2. Non Construction Costs

- | | |
|--|----------|
| a. Land | \$ _____ |
| b. Easement, development rights, and other interests in land | \$ _____ |
| c. Building/structures | \$ _____ |
| d. Equipment/machinery/furnishings | \$ _____ |
| e. Other (must be identified) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| f. Feasibility, architectural, engineering studies, and costs related to the above acquisition costs | \$ _____ |
| g. Environmental remediation | \$ _____ |

TOTAL NON-CONSTRUCTION COSTS **\$ _____**

Final Expenditure Report
Page 2

3. Construction Costs
- | | |
|-------------------------------|----------|
| a. Building construction | \$ _____ |
| b. Demolition | \$ _____ |
| c. Site improvements | \$ _____ |
| d. Parking lot | \$ _____ |
| e. Architect/engineers' fees | \$ _____ |
| f. Audit | \$ _____ |
| g. Other (must be identified) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

TOTAL CONSTRUCTION COSTS \$ _____

**TOTAL
NON-CONSTRUCTION AND CONSTRUCTION COSTS** \$ _____

4. Funding Sources

State Public Library
Construction Grant \$ _____

Other State \$ _____

Federal \$ _____

Private (fund raising) \$ _____

Foundation/Trust \$ _____

Local (general budget) \$ _____

TOTAL \$ _____ (must equal 100% of **total** project cost)

5. Name and signature of the Grantee's authorized representative:

_____	_____	_____
(Print or Type)	(Signature)	

**NOTICE OF APPLICANT'S FUNDING
FOR STATE PUBLIC LIBRARY CONSTRUCTION GRANTS**

Rev. 5/2016

This form may be prepared by someone other than the individual authorized by resolution to enter into a contract with the State Library. If this is the case, it must be signed by both the preparer and the authorized individual. A signed copy of the Notice of Applicant's Funding must be submitted to the State Library along with the construction grant contract materials.

Grantee: Town of Simsbury Grant #: 128P-SC-17

Library Name: Simsbury Public Library

1. Project Type (Place an X in front of those which apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Emergency Preparedness | <input type="checkbox"/> Accessibility for People with Disabilities |
| <input checked="" type="checkbox"/> Major Alteration | <input type="checkbox"/> Code Compliance | <input type="checkbox"/> Energy Conservation |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Remodeling | <input type="checkbox"/> Maintenance |

2. Date State Bond Commission authorized grant: 2/16/18

3. Indicate the amount of federal, state, private, and local funds which will be applied to this project and the date these funds were awarded or otherwise secured:

State Public Library

Construction Grant \$405,525

Date funding approved: 2/16/18
(same as #2 above)

Other State \$ _____

Date funding approved: _____

Federal \$ _____

Date funding approved: _____

Private (fund raising) \$95,000

Date funding approved: 8/21/17

Local (general budget \$405,525
or town bonding)

Date funding approved: 6/13/17

TOTAL \$906,050(must equal 100% of **total** project cost)

Lisa Karim

(Print preparer's name)

Lisa Karim

(Signature)

860-658-7663

(Phone)

2/23/18

(Date)

Maria E Capriola

(Print authorized
individual's name)

(Signature)

860-658-3230

(Phone)

(Date)

Send with contract materials to:

Tom Newman, Division of Library Development

Connecticut State Library

231 Capitol Ave., Hartford, CT 06106



SIMSAND-01

APIPENBACHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2018

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

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

PRODUCER Connecticut Interlocal Risk Management Agency 900 Chapel Street 9th Floor New Haven, CT 06510-2807	CONTACT NAME: Anton Pipenbacher	
	PHONE (A/C, No, Ext): (203) 946-3700	FAX (A/C, No):
INSURED Town of Simsbury and Simsbury Board of Education 933 Hopmeadow Street PO Box 495 Simsbury, CT 06070-0495	E-MAIL ADDRESS: apipenbacher@ccm-ct.org	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Connecticut Interlocal Risk Management Agency	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

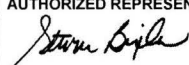
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			LAP 2017011422 02	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CONNECTICUT STATE LIBRARY IS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY IN REGARD TO THE STATE PUBLIC LIBRARY CONSTRUCTION GRANT.

CERTIFICATE HOLDER

CANCELLATION

CT State Library 231 Capitol Avenue Hartford, CT 06106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

February 22, 2018

Tom Newman, Construction Grants
Connecticut State Library
231 Capitol Avenue
Hartford, CT 06106

RE: - Town of Simsbury Plan of Conservation and Development

Dear Mr. Newman,

Please be advised that the Town of Simsbury has complied with the requirements of Chapter 126, Section 8-23 of the Connecticut General Statutes as it relates to the required adoption/update of a Town's Plan of Conservation and Development (POCD).

The Town's Planning Commission adopted their 2017 POCD on September 26, 2017 and set an effective date of November 1, 2017. This information was forwarded to Connecticut's Office of Policy and Management in December. I have also provided the links to the Commission's meeting minutes and a link to the Town's adopted POCD.

- Link to minutes of September 26, 2017 (adoption and effective date).
 - <https://www.simsbury-ct.gov/planning-commission/minutes/planning-commission-minutes-09262017>
- Link to POCD page and POCD Document:
 - <https://www.simsbury-ct.gov/town-of-simsbury-plan-of-conservation-and-development>
 - [https://www.simsbury-ct.gov/sites/simsburyct/files/uploads/simsbury_pocd_effective_110117 - full document.pdf](https://www.simsbury-ct.gov/sites/simsburyct/files/uploads/simsbury_pocd_effective_110117_-_full_document.pdf)

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

Sincerely,

Maria Capriola, Town Manager

Cc: James D. Rabbitt, AICP, Director of Planning and Community Development
Lisa Karim, MLS, Director, Simsbury Public Library

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Federal Appropriations Request

2. **Date of Board Meeting:** March 12, 2018

3. **Individual or Entity Making the Submission:**

Maria E. Capriola, Town Manager

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports submitting a federal appropriations request for the Hopmeadow Streetscape Improvement project, the following motion is in order:

Move, effective March 12, 2018, to authorize Town Manager Maria E. Capriola to submit a federal appropriations request in the amount of \$548,500 for the Hopmeadow Streetscape Improvement project as presented in the attachments.

5. **Summary of Submission:**

On Monday March 5th we received correspondence from Congresswoman Esty's office. If the Town would like to make an appropriations request for federal funding (an earmark) for a project or projects, we would need to do so no later than close of business Tuesday, March 13th. Additionally, if we are seeking language changes to existing federal legislation, the same deadline for submission applies. Therefore, if there are appropriations requests or federal legislation changes the Board of Selectmen wishes to discuss, you would need to do so this evening.

As you may know, the state of Connecticut rescinded a grant award to us in the amount of \$460,760 for streetscape improvements along Hopmeadow Street from Town Hall to the intersection of IronHorse Boulevard. Work performed would have included sidewalks, curbing, lighting, trees, etc. The Town's match would have been \$87,740 for a total project budget of \$548,500. This project may be suitable for a federal appropriations request. I would suggest that the Board consider supporting the submission of an appropriations request for this project.

I consulted with the leadership team regarding possible projects that may be suitable for a request. One suggestion included asking for funding to renovate Eno Hall for the Senior Center.

It appears that should we make an appropriations request, that this is not part of a competitive grant process. Therefore, there is not a grant application to complete but rather an appropriations request form (attached). Pursuant to our internal practices, the Board of Selectmen has authorized the CEO to submit grant applications. While not

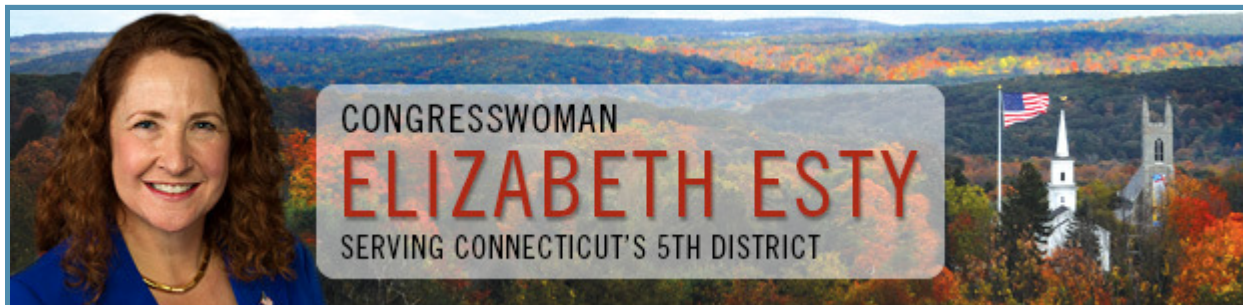
technically a grant application, I felt it prudent to seek authorization from the Board of Selectmen prior to submitting any appropriations request(s).

6. Financial Impact:

None at this time.

7. Description of Documents Included with Submission:

- a) Correspondence from Congresswoman Esty's Office, dated March 5, 2018
- b) Appropriations Request Form
- c) Project Plan, Budget, Design, and Engineering Estimate - Simsbury Streetscape Improvements



[ABOUT ME](#) | [CONTACT](#) | [SERVICES](#) | [PRIORITIES](#) | [RESOURCES](#)

March 5, 2018



icons

Dear Chris,

Each year, Congress is responsible for passing legislation to fund the federal government. As your representative in Congress, I am committed to working with you to find strategies to secure the support our communities need. To best serve our district, I'm asking that you complete a form for my office identifying your funding priorities for 2019. Though I will not be able to use this information to submit an earmark request, this information will help me support our district when opportunities present themselves, whether that is in the form of a grant program with which you could fund your project, a legislative amendment to a bill that could help further your policy goal, or assistance with a federal agency that could move your efforts along. Even if you are not sure if your priority is eligible for federal funding, I would like to hear from you.

[Please complete this form for each project or issue for which you would like to request funding.](#)

We ask that you submit all of your requests by close of business Tuesday, March 13, 2018. If you are submitting multiple requests, please indicate your rank order with a number at the end of the project name, i.e. "Funding for River Maintenance (#1)." You may complete the form as many times as you need, but please continue to fill out all contact information each time to avoid confusion on our end. If you have any questions about this process, please email CT05Appropriations@mail.house.gov or call Chris Cunningham in my Washington, D.C. office at (202) 225-4476. Please do not respond to this email.

The form asks if you are making a program request or a language request. To clarify, a program request is a request to fund a specific federal program at a specified level - Example: Provide \$2,000,000,000 for the National Cancer Institute. A language request is a request to include specific bill or report language that does not direct funding to a particular entity but encourages, urges, or directs some type of action by an agency. Example: Committee encourages the Department of Education to study the impact of the availability of student loans on increases in enrollment rates.

You may also consider including requests to fund a specific U.S. government agency to carry out an individual federal program that could benefit your community. For example, a number of communities in our district have received individual grants from the Community Oriented Policing Services (COPS) program to hire additional police officers or to purchase new equipment. If it would be important for your community that the Department of Justice continues this grant program because you might be in line to receive one of these grants in the near future, you might consider including support for COPS funding generally in your list of federal priorities. However, this year's budget environment will be especially challenging for securing funding for projects. Therefore, I encourage you to include only your highest priorities.

Should you have any questions, please do not hesitate to contact Chris Cunningham in my office at (202) 225-4476 or by email at CT05Appropriations@mail.house.gov.

Thank you for your time and consideration, and I look forward to your input.

Sincerely,



Elizabeth Esty
Member of Congress

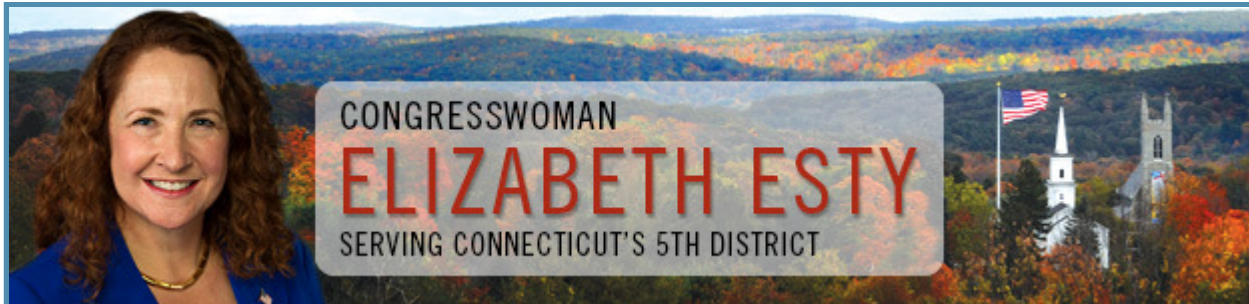
To stay in the know:



New Britain Office
1 Grove Street
Suite 600
New Britain, CT 06053
Phone: (860) 223-8412
Fax: (860) 225-7289

Washington, DC Office
221 Cannon
House Office Building
Washington, DC 20515
Phone: (202) 225-4476
Fax: (860) 225-7289

[Unsubscribe](#) | [Privacy Policy](#)



[ABOUT ME](#) | [CONTACT](#) | [SERVICES](#) | [LEGISLATION](#) | [RESOURCES](#)

[E NEWSLETTER SIGNUP](#)

Appropriations Request

As you may know, the House Majority and the President have determined that individual projects, or “earmarks,” will not be included in any appropriations bill for the foreseeable future. As your representative in Congress, I am committed to working with you to find other strategies to secure the support our communities need. To best serve our district, I’m asking that you complete a form for my office identifying your funding priorities for 2019.

Contact Information

* Prefix	* First Name	MI	* Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
* Work Phone		* Email	
<input type="text"/>		<input type="text"/>	
* Organization			
<input type="text"/>			
* Title			
<input type="text"/>			
* Address Line 1			
<input type="text"/>			
Address Line 2			
<input type="text"/>			
* City	* State	* Zip	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
* County			
<input type="text"/>			

Project Information

* Issue Area

* Project Name

* Project Background

Please provide any background information that would be helpful in understanding your request.

Is this a language request?

If yes, what is the language request?

* Is this a funding request?

Amount of Funding Requested?

Have you received this funding in the past?

Other Information

Submit

Please submit all of your requests by close of business on Tuesday, March 13, 2018. If you are submitting multiple requests, please indicate your rank order with a number at the end of the project name, i.e. "Funding for River Maintenance (#1)." You may complete the form as many times as you need, but please continue to fill out all contact information each time to avoid

confusion on our end. If you have any questions about this process, please email CT05Appropriations@mail.house.gov or call 202-225-4476.



Washington, DC Office

221 Cannon
House Office Building
Washington, DC 20515
Phone: (202) 225-4476
Fax: (860) 225-7289

New Britain Office

1 Grove Street, Suite 600
New Britain, CT 06053
Phone: (860) 223-8412
Fax: (860) 225-7289

[Unsubscribe](#) | [Privacy Policy](#)

Main Street Investment Fund Grant Application – Project Plan

Project: Simsbury Streetscape

Municipality Applying: Simsbury, Connecticut
Principal Contact: Jerome Shea, Town Engineer
Phone Number: 860-658-3260
Email: jshea@simsbury-ct.gov

Proposed Use of Grant Funds:

The Town of Simsbury submits our grant request for the completion of the *Simsbury Streetscape Project*. Grant funds would go towards the continuation of the Town's historic streetscape plan, which would run 1,800 linear feet from Town Hall along Hopmeadow Street (State Route 10) to the intersection with IronHorse Boulevard. The primary elements associated with development of the new enhanced streetscape would include the installation of paver sidewalks, ornamental pedestrian lighting, and ADA (Americans with Disabilities Act) compliant sidewalk ramps at roadways intersections. This streetscape project would be part of a larger and more comprehensive initiative of developing a "Complete Streets" approach to the commercial center of Simsbury, which promotes policies and practices that ensure streets are safe for people of all ages and abilities, balance the needs of different modes, and support local land uses, economies, cultures and natural environments.

Streetscape improvements are proven to have significant positive impacts among many disciplines, including:

- Catalyst for economic development – streetscape improvements provide much needed infrastructure in the public realm, in the core of our commercial center. Pavers and lighting add distinct, well defined areas for all users, and increase the quality of life within town. Higher property values are associated with a higher quality of public realm, and streetscape amenities help reduce sprawl and vacancies. It also supports a culture of positive public investment essential to existing as well as prospective business.
- Increased safety for all users – a unified streetscape has been shown to calm traffic and reduces vehicular speeds, provides a safe haven for pedestrians/motorists/public transit, and eliminates the number of vehicles on the roadways with a "park-once" strategy. This is especially true with two prominent private schools located within the center – Westminster School and St. Mary's School, both which have students that walk to the center. Enhanced pedestrian crossings, pedestrian lighting, and safer/wider walkways will be constructed per ADA to increase mobility for all physical abilities.
- Environmental and health benefits – improvements are great for the environment as they reduce traffic congestion by providing access to alternative transportation modes, facilitating natural storm water filtration and reducing air pollution/carbon emissions. Improved sidewalks and streetscapes make it easier for people to get physical activity as part of their daily routine, helping them stay trim, avoid heart disease, and receive many other benefits.
- Better access for all users – streetscape improvements will make it easier to walk between areas and increase cross-access between existing businesses. This provides our residents with improved access to the center of Simsbury.

The Simsbury Streetscape Project ties into our recently completed Town Center Charrette, the multiple award-winning, community-based visioning process for downtown. Simsbury is the first municipality in

Connecticut to have planned for and adopted a customized, form based zoning code for its Town Center area, and one of a very few in Connecticut to have adopted such a code thus far. We have accomplished a pro-active, detailed-phased four-part strategy to manage future sustainable development in our Town Center to ensure economic viability as well as improved multi-modal access. The four parts of the Town's downtown plan were: (1) create a detailed vision of the Town Center for future development from a broad public consensus process called a design charrette, (2) craft a new type of zoning regulation to implement that vision, (3) create design guidelines to accompany this new regulation and (4) facilitate the implementation/construction of the vision.

The utilization of this grant is intended to leverage a number of high priority projects within Simsbury Town Center that are presently funded, and are either in development or will be under construction this year. The Town has already entered into the pre-construction phase for streetscape improvements to the southern portion of Simsbury Center which will connect to the recently completed improvements to the center portion of this critical corridor. Our southern streetscape improvements will be under construction this year and are adjacent to residential, retail and municipal properties, and it is anticipated they will be completed by year end. In addition, there is also funding through Simsbury's Capital Improvement Program (CIP) to design and construct vehicular, as well as pedestrian access and circulation within and adjacent to Town Hall in association with new pedestrian crosswalks. These current projects show the Town's commitment to improving our commercial core and are consistent with our grant request.

How funds will develop/improve town centers to attract small businesses, promote commercial viability, and improve pedestrian access:

The proposed streetscape improvements are essential to the commercial viability of Simsbury, which encompasses a mix of retail, residential and office, as well as municipal and civic buildings within our primary commercial center. Streetscape improvements are proven to increase economic viability and attractiveness, as well as environmental health. The impact on economic vitality is well documented in publications such as *Sustainable Streets* and *Measuring the Street*.

Changes to the street environment can immediately impact the travel patterns of shoppers, and using effective changes such as our proposed grant project can increase the number of overall users to adjacent businesses. Shoppers will take advantage of easy access to frequent the downtown.

As our Director of Planning and Community Development, James Rabbit notes in his attached letter of support, "this grant would improve access to jobs, groceries, healthcare, education and other destinations which are vital in Simsbury Town Center. And, just as in urban areas, public transportation trips usually begin and end as walking trips. Creating safe walking, bicycling, and public transportation options for suburban residents builds a more livable, accessible community for people of all ages, abilities and income levels."

In our proposal, new pedestrian lighting along with safer, wider walkways would be constructed, which is essential to improve pedestrian access in the Town's core business district. Because the streetscape acts to reduce vehicular speeds within the core business district, the pedestrian and other non-motorized users enjoy increased safety.

Finally, this plan is consistent with the State of Connecticut's Conservation and Development Policies Plan:

- Growth Management Principle #1: Redevelop and Revitalize Regional Centers and Areas with Existing or Currently Planned Physical Infrastructure, in particular the planning for compact, pedestrian-oriented mixed use development patterns and land reuse; the focus of land use patterns inward to utilize the existing infrastructure to build on the community's assets; and the encouraging of development on a scale that promotes street level activity to maximize sense of neighborhood and encourage pedestrian activity.
- Growth Management Principle #2: Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs, in particular the plan to support local efforts to develop appropriate infill housing to make better use of limited land; continue to support incentive based priming of housing markets through strategically targeted housing development to create additional investment opportunities in those areas; and encourage and promote access to recreational opportunities , including trails and greenways, for affordable and mixed-income housing.
- This plan also meets many of the other policies and principles, such as the encouragement of low impact development projects where and when feasible by promoting the integration of site design, planning techniques, and storm water management practices that conserve natural systems (part of Growth Principle #4); and the emphasis on clustering of mixed-use, mixed-income development in pedestrian friendly villages to reduce the number of automobile trips (part of Growth Principle #3).

Time Schedule for (a) use of funds; and (b) completion of the project. Identify/explain management plan:

This project is ready to begin immediately. The schedule is as follows:

Tasks	Person(s) Performing Work	Anticipated Completion Date
Survey	Town & Consultant	August 2016
Design/Permitting	Town & Consultant	September 2016
Advertising	Town	October 2016
Contractor Selection	Town	October 2016
Construction	Contractor	June 2017

Project Budget:

The total budget of this project would be \$548,500. We are requesting \$460,760 from the Department of Housing through the MSIF grant, and the Town of Simsbury would contribute the remaining \$87,740 to complete this comprehensive project. The complete breakdown can be found in the Project Financing Plan & Budget and Detailed Cost Estimate attachments.

Simsbury has a long-standing record of planning in a very systematic and comprehensive manner, balancing the need for targeted growth and development with the protection of our historic assets at the heart of the process. This project is a continuation of our community and economic development goals for downtown Simsbury (Simsbury Center), which have been in place for several decades and refined over the last six years.



CONNECTICUT DEPARTMENT OF HOUSING

Project Financing Plan & Budget

Original (Mark X):

Revision#:

Applicant: **Town of Simsbury**

Fed ID#:

Project: **Sidewalk & Streetscape Improvements 2017**

Project #:

Program: **Main Street Investment Fund**

Budget Start:

Budget End:

<u>SOURCES OF FUNDS</u>		<u>DOH Share</u> <u>GRANT</u>	<u>TOWN Share</u>	<u>Private/Other</u>	<u>TOTAL</u>
DOH:	MSIF, Sec. 4-66h	\$ 460,760			\$ 460,760
DOH:		\$ -			\$ -
Other:	Applicant/Town	\$ -	\$ 87,740		\$ 87,740
Other:	Private/Commercial Property Owner		\$ -	\$ -	\$ -
Other:				\$ -	\$ -
Total Sources		\$ 460,760	\$ -	\$ -	\$ 548,500

<u>USES OF FUNDS</u>		<u>DOH/Town Funds</u>	<u>Private/Other</u>	<u>TOTAL</u>
	<u>DOH Share</u>	<u>Town Share</u>		
				\$ -
Sidewalk, curbs, etc.	\$ 217,790.00	\$ -	\$ -	\$ 217,790.00
Streetscape - lighting, trees, etc.	\$ 202,295.00	\$ -	\$ -	\$ 202,295.00
Landscaping		\$ -	\$ -	\$ -
Building improvements - exterior		\$ -	\$ -	\$ -
Signage		\$ -	\$ -	\$ -
Façade Improvement - businesses		\$ -	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
A/E fees, Design, soft costs		\$ 52,880.00	\$ -	\$ 52,880.00
Traffic Control		\$ 3,660.00	\$ -	\$ 3,660.00
Salaries		\$ 28,000.00	\$ -	\$ 28,000.00
Other Administration Costs		\$ 3,200.00	\$ -	\$ 3,200.00
		\$ -	\$ -	\$ -
Contingency	\$ 40,675.00	\$ -		\$ 40,675.00
Total Uses	\$ 460,760.00	\$ 87,740.00	\$ -	\$ 548,500.00

Applicant Name:

I request approval of this Project Financing Plan and Budget in accordance with the terms and conditions of the Assistance Agreement/Notice of Grant Award (NOGA) and as the duly authorized individual representing the applicant, affirm that the project will be operated in accordance with this budget:

Date

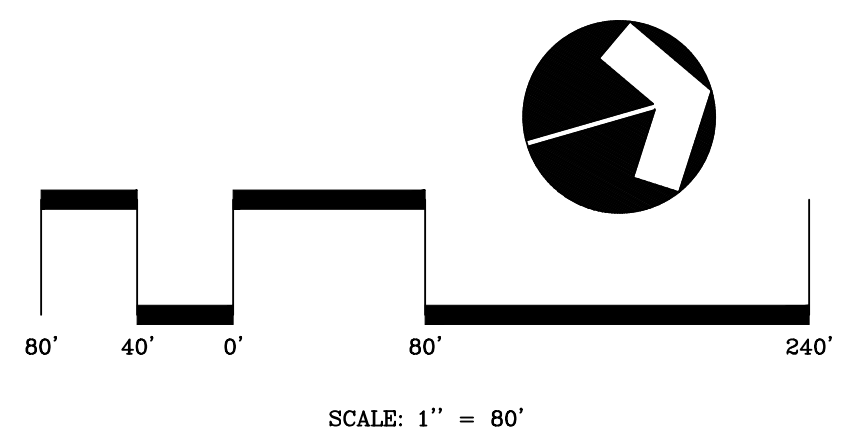
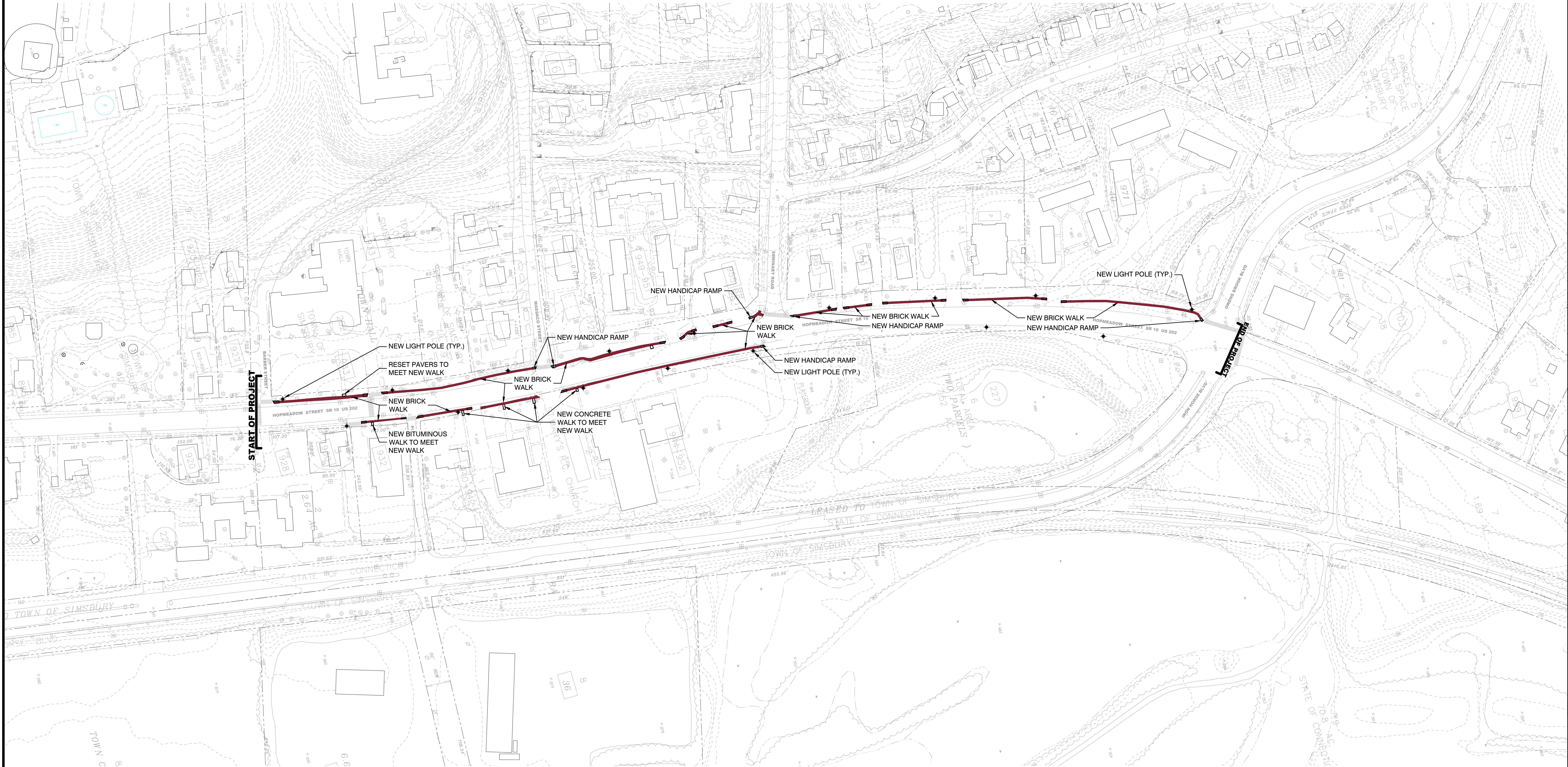
The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

Director, DOH

Date

Evonne M. Klein, Commissioner

Date



BASE INFORMATION FROM TOWN OF SIMSBURY RECORDS
AND FIELD UPDATED BY LADA DEC 2008. CONTRACTOR TO
CONFIRM ALL CONDITIONS IN FIELD. UNDERGROUND
UTILITIES WITHIN WORK ZONE ARE POSSIBLE. CONTRACTOR
TO CONFIRM BEFORE START OF CONSTRUCTION.

PRIOR TO START OF CONSTRUCTION
CALL 1-800-922-4455 BEFORE YOU DIG!

SCALE: 1"=80'	Master Plan SIMSBURY SIDEWALK IMPROVEMENT PROJECT - NORTH TOWN OF SIMSBURY, CONNECTICUT CONSULTANTS: LADA, P.C. Land Planners <small>124 West Street Simsbury, CT 06070 (860) 681-4971 Bristol, NY 10008 (845) 276-1224</small>	DATE: xx/xx/16
REVISIONS:		
	OWNER: TOWN OF SIMSBURY SIMSBURY, CT	SHEET # L-4

Detailed Cost Estimate			
Sidewalk & Streetscape Improvements 2017			
ITEM	QUANTITY	UNIT PRICE	TOTAL
Survey & Layout	1	\$7,500.00	\$7,500.00
Maintenance & Protection of Traffic-Flagman	80	\$27.00	\$2,160.00
Maintenance & Protection of Traffic – Uniformed Police	20	\$75.00	\$1,500.00
CONN DOT Permit	1	\$200.00	\$200.00
Remove bit. Conc. & Conc. walks	1750	\$1.80	\$3,150.00
Supply, set-up & move cones, barricades & construction signs	1	\$12,000.00	\$12,000.00
Supply & Install circuits	17	\$2,000.00	\$34,000.00
Sawcut pavement & walks	455	\$2.20	\$1,001.00
Remove pavers, stockpile & Reinstall	100	\$11.00	\$1,100.00
Supply and Install fiberglass handhold, flexible conduct, pull rope & ground rod	17	\$275.00	\$4,675.00
Supply & Install Light Bases	17	\$1,485.00	\$25,245.00
2” Conduit – sch 40, supply & install	2420	\$6.60	\$15,972.00
Supply & Install Brick Pavers on Existing Concrete	9765	\$15.00	\$146,475.00
Supply & Install Brick Pavers on Existing Bit. Conc.	465	\$14.95	\$6,951.75
Supply & Install Lumec Light Fixtures	17	\$6,200.00	\$105,400.00
Supply & Install Brick Pavers on New Concrete	1150	\$21.50	\$24,725.00
Concrete Walk – Finished surface	200	\$7.70	\$1,540.00
Bituminous Conc. Aprons and Patch	150	\$3.30	\$495.00
HC Ramps w/Integral Conc. Curb	300	\$31.90	\$9,570.00
Topsoil, Grade & Seed	4752	\$0.65	\$3,088.80
Total-Construction			\$406,748.55
Administrative Costs			\$31,200.00
Utility Connection Fees			\$17,000.00
Contingency (10%)			\$40,674.86
Engineering (8%)			\$32,539.88
Survey (5%)			\$20,337.43
TOTAL PROJECT COSTS			\$548,500.72



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion and Possible Action of FY17/18 Budget Holdbacks

2. **Date of Board Meeting:** March 12, 2018

3. **Individual or Entity Making the Submission:**

Maria E. Capriola, Town Manager; Sean Kimball, Finance Director/Treasurer

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**

Option 1: The Board can discuss the matter and in whole or in part take action on the FY 17/18 budget holdbacks.

Option 2: The Board can discuss the matter and in whole or in part not take action on the FY 17/18 budget holdbacks.

Option 3: The Board can discuss the matter and table it for future consideration until later in the fiscal year, at which time staff will have a more accurate estimate of FY 17/18 unbudgeted expenses related to the Town's response to the Deepwater Wind solar project.

5. **Summary of Submission:**

During the FY17/18 budgeting process the Board of Finance requested that the Board of Selectmen present a revised budget that was reduced by \$100,000; this reflected a second round of reductions in response to the state's budget crisis and its potential impact on Simsbury. On May 24, 2017, the Board of Finance was presented with the following budget reductions:

BOS Cuts Under Discussion - 5/22/2017		
\$	35,500	Cut reserves for un-negotiated salaries
\$	10,000	1st Selectwoman's Salary Decrease
\$	7,500	Police Ammunition (fund from Private Duty)
\$	10,000	Cruiser Maintenance (fund from Private Duty)
\$	3,000	Budget True-up to pre-paid postage for Quality Data
\$	5,000	Chamber of Commerce
\$	5,000	Main Street Partnership reduction
\$	4,000	FVVA
\$	20,000	Simsbury Farms Operating Transfer
\$	100,000	TOTAL

After considering the cuts presented by the Board of Selectmen, the Board of Finance decided to approve the budget with a reduction of only \$50,000 which effectively restored \$50,000 to the Board of Selectmen operating budget. However, without the ability for the Board of Selectmen to meet to determine which cuts would be restored, the Board of Finance added \$50,000 to the Contingency budget line with the understanding that the Board of Selectmen could determine which items to restore, if any, at a later date.

Since that time, we received notification that the Farmington Valley Visitor's Association is ceasing to exist. Additionally, some of these cuts can no longer be restored at this point in the budget year. Therefore it is staff's recommendation that the discussion on restoration of funding be limited to the following:

	\$ 5,000	Chamber of Commerce
	\$ 5,000	Main Street Partnership reduction
	\$ 20,000	Simsbury Farms Operating Transfer
	\$ 30,000	TOTAL

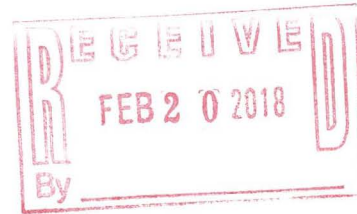
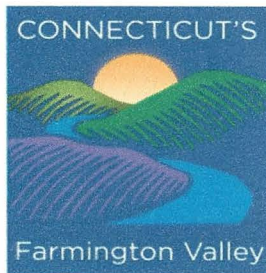
Furthermore, the Board may wish to give consideration to tabling a final decision on this matter until we have a more complete picture of the total Deepwater Wind expenses incurred in the current fiscal year, as some or all of this contingency appropriation may be needed to cover those expenses. Year-to-date the Town has paid \$26,222.21 for expenses related to our response to Deepwater Wind; these expenses were paid by reallocating existing funds within the approved operating budget. Moving forward staff does not believe that the current operating budget can continue to absorb Deepwater Wind related expenses. We currently have an additional \$31,124.50 in expenses related to Deepwater Wind that have yet to be fully invoiced; we do not have funds in the operating budget to cover these expenses or additional Deepwater Wind expenses that may be incurred between now and year end. Other than using contingency funds, the Board could ultimately seek to make a supplemental appropriation to cover expenses related to Deepwater Wind, which would lower the contribution to Fund Balance.

6. Financial Impact:

Up to \$50,000 in unallocated contingency funds from the FY 17/18 Board of Selectmen operating budget could be allocated for current year unbudgeted expenses. If these funds are not allocated, and revenues exceed expenditures at year end, these monies would go to Fund Balance.

7. Description of Documents Included with Submission:

a) Letter from Farmington Valley Visitors Association, received February 20, 2018



To Our Members:

Although The Farmington Valley Visitors Association, Inc. ("FVVA") has enjoyed many years of successful contribution to the businesses and communities of Farmington Valley, its current financial situation requires attention to challenging realities concerning the future of the organization. At its meeting on January 11, 2018, the Board of Directors ("Board") made the difficult decision to close its doors and cease operations. It is important to note that the decision to close is only the first step in the winding up process and, consequently, FVVA will continue in operation until the necessary legal steps have been concluded. This may take several months. The Board emphasizes that throughout this time it has the best interests of its members in mind and has extended 2017 Membership until March 31, 2018 to help facilitate this process.

FVVA owns several assets that are of value in either attracting a merger with another organization or addressing outstanding liabilities. These are: the guide and the website (including Facebook, twitter and mobile app). However, as it stands FVVA's liabilities outweigh the value of its assets. As such, it is important to maximize the value of these assets and the Board requests Member feedback on the following:

- A. The 2018 Guide: In light of the above, FVVA cannot publish the annual Guide as it has in previous years. Two options for a modified 2018 Guide have been identified:
 - 1) An electronic version of the 2018 Guide available via the FVVA website; and
 - 2) Not producing a 2018 Guide and a complete return of paid advertising funds.
- B. Potential Merger/Asset Sale: The Board feels that FVVA's assets would be of value to other economic and/or community development organizations in the Farmington Valley. Therefore, the Board has decided to enter into discussions with other neighboring entities regarding their interest in acquiring FVVA or its assets. The Board is in the process of performing a valuation of its assets and creating a formal proposal for consideration by potential acquiring entities. When finished this proposal may be provided upon request for review by Members. If any Members have thoughts on possible merger partners, for example an organization they work for or are members of, then the Board would like to hear of them.
- C. Dissolution: In the case that FVVA does not reach a merger agreement with a neighboring entity, the Board will move to dissolve the corporation.

The Board welcomes the contributions and insight of FVVA Membership as it navigates this difficult process of winding up its affairs. The Board will do its best to keep Members apprised of any developments regarding the future of FVVA.

The Board would like to hear back from you regarding the 2018 Guide and thoughts you have about possible partners **prior to February 28, 2018.**

Yours truly,

Aimee Petras
President, FVVA Board

FARMINGTON VALLEY VISITORS ASSOCIATION
33 East Main Street PO Box 1491 Avon, CT 06001
860.676.8878 1-800-4-WELCOME (493-5266)
www.fvva.com fvva@snet.net



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion and Possible Action Regarding Fiscal Year 18/19 Budget
2. **Date of Board Meeting:** March 12, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Sean Kimball, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board is prepared to take action on the FY 18/19 budget this evening, you may do so. Pending the outcome of discussions at Saturday's budget workshop, Finance Director Sean Kimball will prepare sample budget resolutions for your meeting Monday evening. Should the Board need additional time to discuss the budget, a meeting has been scheduled for March 15th.
5. **Summary of Submission:**
The Board is scheduled to continue its discussion on the FY 18/19 budget, and if needed, can carry the discussion forward to the March 15th meeting. If the March 15th meeting on the budget is not needed, staff will post cancellation of the meeting. The Board of Selectmen approved budget will be presented to the Board of Finance on March 20th or March 28th (date to be determined at the writing of this memo). The public hearing on the budget is tentatively scheduled for April 5, 2018.
6. **Financial Impact:**
The Manager's proposed operating budget was \$20,887,861, an increase of 3.89%. This did not reflect debt service, capital, the Board of Education, or the Fire District budgets. The overall proposed budgets (town, schools, debt service, cash for capital) were \$96,985,503 an increase of 0.39%. In order to fund the proposed budgets a mill rate of approximately 36.56 mills is needed, or a 2.2 mill decrease.
7. **Description of Documents Included with Submission:**
None. Pending the discussion and outcome of Saturday's budget workshop, sample budget resolutions will be drafted and distributed at Monday's meeting.

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:03 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Christopher Kelly; Sean Askham, Cheryl Cook and Chris Peterson. Selectman Michael Paine was absent. Others in attendance included Maria Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Sean Kimball, Finance Director/Treasurer; Police Captain Nicholas Boulter; James Rabbit, Director of Planning and Community Development and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about the Big Y development plan, Dunkin’ Donuts, Eno Farms, Police safety, the budget, Simsbury Meadows, the Skating Center, and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about how he is running for the 16th District seat, the Police budget, advising our Veterans, school concerns, the marijuana facility, and other issues.

Holly McGrath, 2 Old Barge Road, invited everyone to a forum on “Fracking Waste in Connecticut” on March 13th at 6:30 p.m. at the Simsbury Library. This forum will give information on health risks and the environmental impact on waste.

PRESENTATION

a) Town Manager’s Fiscal Year 2018/2019 Proposed Budget

Town Manager Capriola gave a presentation on her proposed 2018/2019 budget. She gave her objectives which included maintaining current services and programs; maintaining and investing in existing assets and infrastructure; advancing Board of Selectmen initiatives and priorities; maintaining or increasing Fund Balances; maintaining our commitment to funding OPEB and pension liabilities; and changing coding on some line items to increase transparency and consistency in reporting methods.

Ms. Capriola gave her 2018/19 budget overview along with the revenue outlook and expenditures trends. She also gave Board of Selectmen initiatives. Ms. Capriola also went through the FY2018/19 Capital and Non-Recurring fund. She also suggested future areas of focus.

Ms. Capriola reminded everyone about the Budget Workshop scheduled for Saturday, March 10th from 8 a.m. to 4 p.m. She asked everyone who has suggestions or questions to please send them to the Town Manager’s Office before the Workshop.

FIRST SELECTMAN’S REPORT

Eric Wellman, First Selectman, reviewed his report, which is part of the agenda packet.

TOWN MANAGER’S REPORT

Maria Capriola, Town Manager, reviewed her report, which is part of the agenda packet.

Mr. Kelly made a motion to add the suggested appointments, made by Ms. Capriola in her report, to the agenda under Appointments and Resignations. Ms. Cook seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Cook made a motion to approve tax refunds in the amount of \$15,870.20 as requested as approved by the Tax Collector and to authorize the Town Manager, Maria Capriola, to execute the tax refunds. Mr. Kelly second the motion. All were in favor and the motion passed.

b) Proposed Purchase and Sale Agreement for 23 Mountain Road, Tariffville

Mr. Wellman said the Town assumed ownership of 23 Mountain Road in 2015 after the owner didn't pay taxes for many years. We now have a buyer who is interested in purchasing the property for \$30,000.

Ms. Capriola said the Town lost over \$90,000 in revenue due to the non-payment of taxes on this property. Selling this property will return the property to the Grand List.

Ms. Cook made a motion to approve the purchase and sale agreement for the Town-owned property at 23 Mountain Road as presented, and to authorize the Town Manager, Maria Capriola, to execute the agreement effective February 26, 2018. Further move to authorize the Town Attorney to execute the transaction. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Recommended Appointment of Captain Nicholas Boulter as Interim Police Chief effective March 1, 2018

Mr. Wellman said Chief Ingvertsen is retiring effective March 1, 2018. A recruitment for his replacement has been initiated. The Town Manager and Police Commission are recommending the Captain Boulter serve as Interim Police Chief.

Ms. Cook made a motion to appoint Captain Nicholas Boulter to the position of Interim Police Chief effective March 1, 2018 until the date upon the permanent Police Chief officially begins work in Simsbury. Further move to increase Captain Boulter's salary by 5% during his interim appointment as Police Chief and that his other employment-related benefits as a non-union employee remain in place. At the conclusion of his service as Interim Police Chief, and if he is not appointed to the permanent Police Chief's position, Captain Boulter shall be permitted to return to his position as Captain with the salary and employment-related benefits assigned to that position. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Meeting Room Set-up

Mr. Wellman said the Board would like to experiment with a more “U” shaped table. This would cost approximately \$200-\$300 plus a nominal amount of staff time.

Ms. Capriola said her preference would be to sit at the end of the table instead of near the First Selectman.

After some discussion, it was decided that the Board will experiment with a “U” shaped table and Ms. Capriola will sit at the end of the table.

APPOINTMENTS AND RESIGNATIONS

a) Proposed Appointment of Regina Pynn (D) as a Temporary Regular Member to the Board of Assessment Appeals with an expiration date of September 30, 2018

Mr. Kelly made a motion to appoint Regina Pynn as a Temporary Regular Member to the Board of Assessment Appeals with an expiration date of September 30, 2018. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Proposed Appointment of Andrew Walter (D) as a Regular Member of the Public Building Committee with an expiration date of January 1, 2022

Ms. Cook made a motion to appoint Andrew Walter as a Regular Member of the Public Building Committee with an expiration date of January 1, 2022. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Proposed appointment of Joseph Daly (D) as a Regular Member of the Recycling Committee with an expiration date of 12/2/2019

Ms. Cook made a motion to appoint Joseph Daly as a Regular Member of the Recycling Committee with an expiration date of December 2, 2019. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Proposed appointment of Philip Purciello III (D) as a Regular Member of the Insurance Committee with an expiration date of 12/2/2019

Mr. Kelly made a motion to appoint Philip Purciello III as a Regular Member of the Insurance Committee with an expiration date of December 2, 2019. Mr. Peterson seconded the motion. All were in favor and the motion passed.

e) Proposed appointment of Steven Antonio (D) as a Regular Member of the Fair Rent Commission with an expiration date of 11/30/2021

Mr. Askham made a motion to appoint Steven Antonio as a Regular Member of the Fair Rent Commission with an expiration date of November 30, 2021. Mr. Kelly seconded the motion. All were in favor and the motion passed.

f) Proposed appointment of Sheree Landerman (D) as a Regular Member of the Fair Rent Commission with an expiration date of 11/30/2019

Ms. Cook made a motion to appoint Sheree Landerman as a Regular Member of the Fair Rent Commission with an expiration date of November 30, 2019. Mr. Askham seconded the motion. All were in favor and the motion passed.

g) Proposed appointment of Sheree Landerman (D) as a Regular Member of the Tourism Committee with an expiration date of 12/2/2019

Mr. Kelly made a motion to appoint Sheree Landerman as a Regular Member of the Tourism Committee with an expiration date of December 2, 2019. Ms. Cook seconded the motion. All were in favor and the motion passed.

h) Proposed appointment of Lawrence Boardman (D) as an Alternate Member of the Zoning Board of Appeals with an expiration date of 12/2/2019

Mr. Askham made a motion to appoint Lawrence Boardman as an Alternate Member of the Zoning Board of Appeals with an expiration date of December 2, 2019. Mr. Kelly seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of February 15, 2018

The Regular Meeting Minutes of February 15, 2018, include the following change:

- Under *Adjourn*, the portion of text that reads, “Ms. Askham made a motion to adjourn the meeting” should read, “Mr. Askham made a motion to adjourn the meeting.”

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

Ms. Cook reminded everyone that there will be a Community for Care “Dangers of Vaping” Program at the Library on March 14, 2018 at 6:30 p.m. There will be speakers from the Farmington Valley Health District and the Simsbury Police Department.

Mr. Askham said the recruitment for Police Chief is ending March 2, 2018. He asked the Board to let the Committee know if they have any thoughts or recommendations on this issue. The Committee will make their recommendations to this Board.

Mr. Askham asked everyone to make their concerns and recommendations on the budget now or to attend the Budget Workshop on March 10th to discuss their recommendations. You can make change at the Budget Workshop. Now is the time to speak up.

COMMUNICATIONS

- a) Aquarion Environmental Champion Awards Program** – no discussion at this time.
- b) 2018 Connecticut Council of Small Towns (COST) Legislative Priorities** – no discussion at this time.
- c) 2018 Capitol Region Council of Governments (CRCOG) Legislative Priorities** –no discussion at this time.
- d) Simsbury Chamber of Commerce Budget Request for Visitors Center received February, 2018**

Mr. Wellman said the Visitors Center was a late round budget cut that was made. After some discussion, it was decided to discuss this issue at the budget workshop discussion.

- e) Memorandum from Town Clerk regarding Notification of Number of Voting Tabulators dated February 2018** – no discussion at this time.
- f) FY 2016/2017 Comprehensive Annual Financial Report (CAFR)** - no discussion at this time.

ADJOURN TO EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313**

Mr. Askham made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313 at 7:20 p.m. and to include Maria Capriola, Melissa Appleby, Attorney Robert DeCrescenzo, James Rabbitt, Christopher Kelly, Christopher Peterson, Eric Wellman, Sean Askham and Cheryl Cook. Ms. Cook seconded the motion. All were in favor and the motion passed.

No action was taken.

Mr. Askham made a motion to adjourn from Executive Session at 8:14 p.m. Mr. Peterson seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Askham made a motion to adjourn at 8:14 p.m. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Respectfully submitted,
Kathi Radocchio, Clerk



Eno Memorial Hall Renovations

In the FY 2017/2018 Capital Improvement Budget, the Board of Selectmen recommended and the Board of Finance authorized the expenditure of \$300,000 for limited renovations to Eno Memorial Hall to provide improvements to the kitchen area, lower level restrooms and the Eno Memorial Hall auditorium sound system. The project is currently in the design phase and **we anticipate that construction activities will be initiated in June of 2018.** The construction phase of the project is anticipated to take 3 to 4 months to complete.

During the construction phase, the lower level of Eno Memorial Hall will be closed to the public. Parking in the rear of the building will be limited as the contractor will be using this area for deliveries and as a storage area for materials and equipment required to complete the project. The elevator and the existing handicapped accessible ramp on the north side of the building for accessing the lower level will continue to be available for use by those with disabilities or physical challenges. The lower level ramp, however, will function as the main access for the contractor during completion of the project, so use of this ramp for the general public will be limited.

The first and second floors of Eno Memorial Hall will remain open and available to the public with access through the first floor entrances to the building. The Social Services Department and the Senior Center will remain open during construction. We have worked to ensure minimal disruption to our services, activities, and programs, however some will be relocated and a small few will need to be cancelled. **Please contact the Department of Community and Social Services at 860-658-3283 with any questions or concerns.**

Any questions about the renovation project can be directed to the Engineering Department at 860-658-3260.