



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN

Regular Meeting – June 28, 2021 – 6:00 p.m.

Program Room, Simsbury Public Library, 725 Hopmeadow Street, Simsbury

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by 12:00 PM on Monday, June 28, 2021 to register to address the Board of Selectmen live through Zoom; or
- Citizens can participate live in-person
- Written comments will not be read into the record, but forwarded to all Selectmen via email

PRESENTATION

- a) Proclamation - Park and Recreation Month

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Hartford Foundation for Public Giving, Simsbury Greater Together Community Fund; Letter of Interest Application Form
- c) Proposed Public Gathering Permit – Simsbury PAC – Comedy Series
- d) Proposed Public Gathering Permit – Simsbury PAC – US Coast Guard Band
- e) Proposed Public Gathering Permit – Simsbury PAC – Kinetic Ukes Performance
- f) License Agreement for Storage Shed at Weatogue Park with Simsbury-Avon Youth Football League, Inc.
- g) Letter of Support to Rebrand the Farmington Canal Heritage Trail
- h) Acquisition of Easements for Bridge Projects
- i) Acceptance of and Supplemental Appropriation for state Department of Agriculture Funds for Meadowood Acquisition
- j) Referral to Planning Commission Pursuant to CGS 8-24 for Release of Existing Conservation Easements Associated with the Approval for the Meadowood Development
- k) Schedule a Public Hearing for Release of Existing Conservation Easements and Acceptance of New Conservation Easements for Meadowood
- l) Authorization for Town Manager to Sign as Co-Applicant for the Meadowood Resubdivision Application
- m) Proposed Amendments to Historic District Commission Ordinance (Chapter 25)
- n) IBPO Successor Collective Bargaining Agreement, 2021-2024 and Pension Agreement, 2021-2024
- o) Vacation Carryforward Requests (Police, CSEA)

- p) Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectmen References to Town Manager When Appropriate Due to Change in Form of Government

APPOINTMENTS AND RESIGNATIONS

- a) Appointment to SPIRIT Council

REVIEW OF MINUTES

- a) Special Meeting of June 11, 2021
- b) Regular Meeting of June 14, 2021

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from M. Capriola re: Public Gathering Permits, dated June 15, 2021
- b) Memo from M. Capriola re: Public Gathering Permit, dated June 16, 2021

ADJOURN



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proclamation for Parks and Recreation Month

2. **Date of Board Meeting:** June 28, 2021

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

Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation

Maria E. Capriola

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

The following suggested motion is in order:

Move, effective June 28, 2021, to endorse a Proclamation in honor of Parks and Recreation Month.

5. **Summary of Submission:**

July is Parks and Recreation month. Simsbury has many parks that are meticulously maintained by town staff and are some of the best in the state. Our Parks and Recreation staff is busy year round offering programs to our community, maintaining our pools and ice rink, managing our golf course and keeping Simsbury parks looking pristine.

COVID-19 made things extremely challenging for many. Our staff thought outside the box to come up with safe ways to offer programs and activities to Simsbury's families during this difficult time. During the COVID year (14 months) over 41,000 rounds of golf were played at Simsbury Farms, there were over 24,000 attendees for aquatics programs, approximately 2,700 people took part in skating programs, nearly 1,000 kids were in summer camp programs, more than 150 adults took part in fitness classes and 240 children attended afterschool enrichment programs. Our parks, trails and recreation facilities were heavily utilized as people took advantage of fresh air opportunities to stay healthy during the pandemic.

The Culture, Parks and Recreation Department team is made up of experienced professionals who take a great deal of pride in providing safe and enjoyable experiences for Simsbury's residents. This group stepped up during the pandemic, just as they do every day, to push forward and meet the community's needs.

6. **Financial Impact:**

None

7. **Description of Documents Included with Submission:**

a) Proclamation in Honor of Parks and Recreation Month

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Simsbury; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Simsbury recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY the Board of Selectmen, that July is recognized as Park and Recreation Month in the Town of Simsbury.

Eric S. Wellman
First Selectman

Sean Askham
Deputy First Selectman

Jackie Battos
Selectman

Chris Peterson
Selectman

Wendy Mackstutis
Selectman

Michael Paine
Selectman



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** June 28, 2021
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 June 28, 2021, to approve the presented tax refunds in the amount of \$408.40, 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 \$408.40. The attachment dated June 28, 2021 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated June 28, 2021

REQUESTED TAX REFUNDS
JUNE 28, 2021

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2019				
Medve, Christopher	19-03-62408	\$127.00		\$127.00
Talbot, Richard	19-03-68358	\$9.61		\$9.61
Troy, Gregory	19-03-69114	\$256.47		\$256.47
Work, Danielle	19-03-70612	\$15.32		\$15.32
Total 2019		\$408.40	\$0.00	\$408.40
TOTAL 2019		\$408.40	\$0.00	\$408.40
TOTAL ALL YEARS		\$408.40	\$0.00	\$408.40



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Hartford Foundation for Public Giving, Simsbury Greater Together Community Fund; Letter of Interest Application Form
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community & Social Services *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports submitting a Letter of Interest application form to the Simsbury Greater Together Community Fund, the following motion is in order:

Move, effective June 28, 2021, to submit a Letter of Interest to the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) for the purpose of requesting funds to assist our residents in need.

In the event that the letter of interest/application is accepted, the following motion is in order:

Further move, to submit the grant application to the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) for the purpose of requesting funds to assist our residents in need.

In the event that the grant is awarded, the following motion is in order:

Further move, to accept the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) grant, and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant award.
5. **Summary of Submission:**
"The Hartford Foundation has created 29 new funds, one for each of the towns in our region. The purpose of the Greater Together Community Funds is to support the community in taking ownership around the needs in their towns, encourage broad and inclusive civic engagement and anchor the Hartford Foundation in each town" (Source: HFG Community Fund website). As a result, a fund and Committee have been established for Simsbury. The Fund and its Committee are a separate entity from the Town.

Currently, the Community and Social Services Department has a small amount of donated funds available to assist clients experiencing emergency needs related to housing, utilities, transportation, and other basic needs. If funds are awarded to the Town by the Simsbury HFG Community Fund, the funds will be used to provide emergency financial assistance to residents who are struggling to pay for basic needs as noted above. Many residents have been protected from eviction and utility disconnections as there was a moratorium during the COVID-19 pandemic. Those moratoriums have been lifted and staff anticipates an influx of requests for assistance.

The first step in the process is to submit a letter of interest/application to the Committee by June 30th. If approved, a follow-up grant application is required.

6. Financial Impact:

If awarded, this grant will provide Community and Social Services with funding in the amount of \$25,000 to assist clients in need. The funds would be deposited into the special revenue fund used for this purpose.

7. Description of Documents Included with Submission:

- a) Hartford Foundation for Public Giving, Simsbury Greater Together Community Fund, Letter of Interest Application Form



Simsbury Greater Together Community Fund
Letter of Interest Application Form
Deadline: June 30, 2021

1) Organization & Contact Information

Organization or Community Group's Legal Name:	Town of Simsbury, Department of Community and Social Services
Fiscal Sponsor, if applicable:	
Address:	754 Hopmeadow St
Address 2:	
City, State, Zip Code:	Simsbury, CT 06070
Contact Name & Title:	Kristen Formanek, Director of Community and Social Services
Contact Phone Number:	860-658-3283
Contact Email:	kformanek@simsbury-ct.gov
Website, if applicable:	https://www.simsbury-ct.gov/social-services

2) Organization's mission:

The Social Services Department provides assistance for residents with social, emotional, and economic needs of every kind. Our services help residents achieve self-sufficiency, maintain economic well-being and adjust to difficult circumstances and events in their lives. Like Simsbury itself, our services have grown and changed over the years. Today, our major program areas include services to families, youth, seniors and persons with disabilities.

Each year, the Social Services Department provides service to Simsbury individuals and families through programs which include, but are not limited to: Financial Assistance, Medical Assistance, Food Programs, Holiday Programs, Emergency Shelter, Eviction Assistance, Energy Assistance, Renter's Rebate Program, Information, Referrals and Notary services. In addition, we offer many services to our seniors and persons with disabilities through the Senior Center, Senior Outreach Program, and the Dial-A-Ride Program.

3) Project/Program Name:

Please provide the name of the project for which you are requesting funds. The project name should not be more than a few words.

Eviction and Foreclosure Prevention and Utility Disconnection Prevention

4) Project/Program Description:

Please briefly describe the program or activity. What do you plan to do? Is this a new project a continuation?

Simsbury Community and Social Services strives to assist clients in maintaining basic human needs, including adequate housing and utility services. We are dependent on donated funds that allow us to provide small grants to our residents with the hope that we will prevent an eviction or foreclosure. We also provide small grants to prevent disconnection of utilities and/or funds for deliverable fuel sources. Each person that is seeking assistance completes an application with the Director. Funds are granted on a sliding scale which uses household size and gross income to determine level of grants, up to \$600. All of those that we assist are experiencing hardships.

During the pandemic many of our clients suffered either total job loss, or loss of hours. Many safety measures were put into place to protect housing and utilities over the past year. There was a moratorium on evictions and foreclosures, as well as on utility disconnections. Many people also received increased unemployment and stimulus funds which helped to keep them stable.

Our concern is what will happen now that additional benefits have ended and moratoriums are lifted. Many people have not gotten back to work, or are not working enough hours to sustain themselves. It is very likely that many will face evictions or foreclosures. Many may face utility disconnections if they have not kept up with these payments as well. We are seeking additional funds to help ensure that we are able to provide some assistance. Ideally we would like to prevent an eviction or foreclosure. In the event that it is not preventable, we may offer the grant to help a resident secure new housing, or help with moving expenses. In relation to utilities, we hope to prevent disconnection and bring a client down to a zero balance, or help enroll them in a payment program that will allow them to keep their utilities turned on.

5) Description of Need & Benefit:

Why is the project you describe necessary? What is the expected benefit?

The project is essential due to it being connected to basic human needs. Safe and secure housing is a basic human need. Utilities such as electricity, oil, and water and are also basic human needs. Prior to the pandemic our clients struggled with meeting their basic needs. It is highly likely that they will struggle again, and some may struggle more than before. It is our mission to provide assistance to help maintain basic human needs. Funds for our programs would directly benefit those who need assistance.

6) Budget:

Program Budget:	Zero, solely dependent upon donations
Requested Grant Amount:	\$25,000



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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Simsbury PAC – Comedy Series
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community
Development; Tom Hazel, Assistant Town Planner
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as
presented, the following motion is in order:

*Move, effective June 28, 2021, to approve the public gathering application on behalf of
the Simsbury Performing Arts Center and to authorize the issuance of the public
gathering permit for the Simsbury Performing Arts Center Comedy Series pending
Farmington Valley Health District approval of food vendors.*
5. **Summary of Submission:**
With the exception of the Farmington Valley Health District, the Public Gathering
Committee has approved the application for the proposed Comedy Series sponsored by
the Performing Arts Center. Review by FVHD is pending. The events will be held on
July 7, 2021, July 14, 2021, and July 21, 2021 at the Simsbury Performing Arts Center.
The events are scheduled to start at 12:00 PM and end at 11:00 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Application, Map and Summary of Event



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PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, including original signatures, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. The application must be received in office at least **6 WEEKS** prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: _____

Applicant's Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Event Location: _____

Exact Date(s) of proposed Public Gathering: (MUST include all required "set up" and "tear down" time, as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date Begin: _____ End: _____

Number of people expected to be present for the event (incl. staff, volunteers, attendees): _____

- *The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

TOWN OF SIMSBURY USE ONLY:

Fee Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Insurance Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Request Approved:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event: _____

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: _____

- *You are responsible for proper collection and removal of all waste generated by your event.*

Portable toilets: YES NO NUMBER: _____

- *If yes, please show locations on attached site plan.*

Tent: YES NO SIZE: _____
OPEN SIDES ENCLOSED

- *Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.*

Lighting and/or sound equipment: YES NO

- *If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.*
- *Lighting must meet the requirements of the Town of Simsbury Fire Marshal.*

Does your event require electrical access? YES NO

- *If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.*

Will food be sold or given away at your event? YES NO

- *If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).*

Will alcohol be served at your event? YES NO

- *If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.*

Will road closure(s) be necessary? YES NO

- *Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.*

PLANNING & ZONING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

- Does your event require a Special Exception? YES NO
- Has the Zoning Commission approved a S.E.? YES NO
- Have you obtained a State of CT liquor license? YES NO

Signage

- Will your event require temporary signs? YES NO
 - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES NO

Attachments:

Site Map

- The site plan/map of the proposed Public Gathering should be to-scale and show exactly:
 - Layout of the Event (tents, booths/vendors, rides, aisles, etc.)**
 - Location of Lighting** **Parking Layout**

FARMINGTON VALLEY HEALTH DISTRICT
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org
860-352-2333

If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.

Has a Temporary Food Permit been secured? YES NO

<http://www.fvhd.org/food-protection1.html>

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent: YES NO CAPACITY: _____
 OPEN SIDES ENCLOSED
 SQUARE FOOTAGE: _____

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL
871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

DEPARTMENT OF PUBLIC WORKS (DPW)
66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event? YES NO
- In advance? DATES: _____

Are DPW trucks required for use as barricades? YES NO

QUANTITY: _____

- *The fee schedule below is for one (1) Truck and one (1) staff member.*
- *All fees will begin when Public Works Trucks leave the DPW Campus.*
- *Each Truck will be filled with sand and operated by a single staff member.*
- *The number and positioning of the Trucks shall be determined by the Simsbury Police Department.*
- *The fees for using DPW trucks as barricades are as follows:*
 - *\$250 for first four (4) hours*
 - *\$50/hour for each additional hour during regular hours*
 - *\$75/hour for each additional hour on Federal holidays and Sundays*

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$_____

Fee is payable by check made out to the Town of Simsbury

Please note:

- **No markings on the roadways or custom signage is allowed.**
- **Traffic cones shall not be provided by DPW.**

POLICE DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival? YES NO

If yes, please list recent prior venues that have hosted this concert/festival:

Will on-site private security be provided? YES NO NUMBER: _____

Will on-site emergency medical services be provided? YES NO NUMBER: _____

- *Where will they be located?* _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES NO

Will the attendance be equal to or greater than 5000? YES NO NUMBER: _____

Attendance will be:

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: _____

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

- *If so, trash recycling barrels are required at Permittee's expense*

Will you require any special field lining or set up? YES NO

Do you intend to use "staked" tents on athletic fields? YES NO

Will athletic field lighting be necessary? YES NO

Have you provided a parking plan on your site map? YES NO

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

- ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED

*** 13 portable restrooms within the wall plus backup in field from Talcott Festival*

**Public Gathering Permit
Required Declaration**

I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): _____

Applicant's Signature: Missy DiMunno

Date Signed: _____

REQUIRED SIGN OFFS (in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief				
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal				
Zoning Enforcement Officer				
Board of Selectmen				

EVENT SUMMARY

Simsbury Meadows Comedy Series

Wednesday, July 7, 2021

Wednesday, July 14, 2021

Wednesday, July 21, 2021

Rain Date option: July 28, 2021

Public Gathering Permit Application Submitted: 6-23-21

CONTACT INFORMATION:

Organization	Simsbury Meadows Performing Arts Center www.simsburymeadowsmusic.com
Event Contact	Missy DiNunno / Rebecca Castellani
SMPAC Contact	Missy DiNunno, Executive Director
	Office: 860-651-4052 Cell: 203-305-1847 Email: missy@simsburymeadowsmusic.com

TIMELINE:

***Rain date of July 28, 2021 held for series*

Wednesday, July 7, 2021		
12p – 5:30p	Setup	Field
5:30p	Gates open	Field
7:00p – 9:00p	Funny Women of A Certain Age	Stage/Field
9:00p – 11p	Load-out/Breakdown	Stage
Wednesday, July 14, 2021		
12p – 5:30p	Setup	Field
5:30p	Gates open	Field
7:00p – 9:00p	Matzo Balls vs. Meatballs	Stage/Field
9:00p – 11:00p	Load-out/Breakdown	Stage
Wednesday, July 21, 2021		
12p – 5:30p	Setup	Field
5:30p	Gates open	Field
7:00p – 9:00p	Love's A Joke	Stage/Field
9:00p – 11:00p	Load-out/Breakdown	Stage

EVENT DETAILS:

Description
See attached comedy series summary sheet for programming/pricing details

Ticketing Information
<u>POINTS OF SALE</u> Online https://www.eventbrite.com/e/comedy-show-funny-women-of-a-certain-age-tickets-156290584345 https://www.eventbrite.com/e/comedy-show-matzo-balls-and-meatballs-tickets-156292066779

Ticketing Information	
https://www.eventbrite.com/e/comedy-show-loves-a-joke-tickets-156309763711	

Parking	
Advanced Preparation	Lining required prior to event
Management	SMPAC volunteers
On-site Parking Fee	\$10

Expected Attendance	
500-1000	

Stage Requirements	
Lights	Show Lighting
Sound	Ace Audio
Setup	Coordinated w/ artists by Rebecca Castellani

Vendor Information	
Merchandise Sales Vendors	Potential comedian merch
Food Vendors	Food vendors (Frankie's and others TBD)
Services/Activities	Moonlight Pub open for beverage service/sales (20x20 tent)

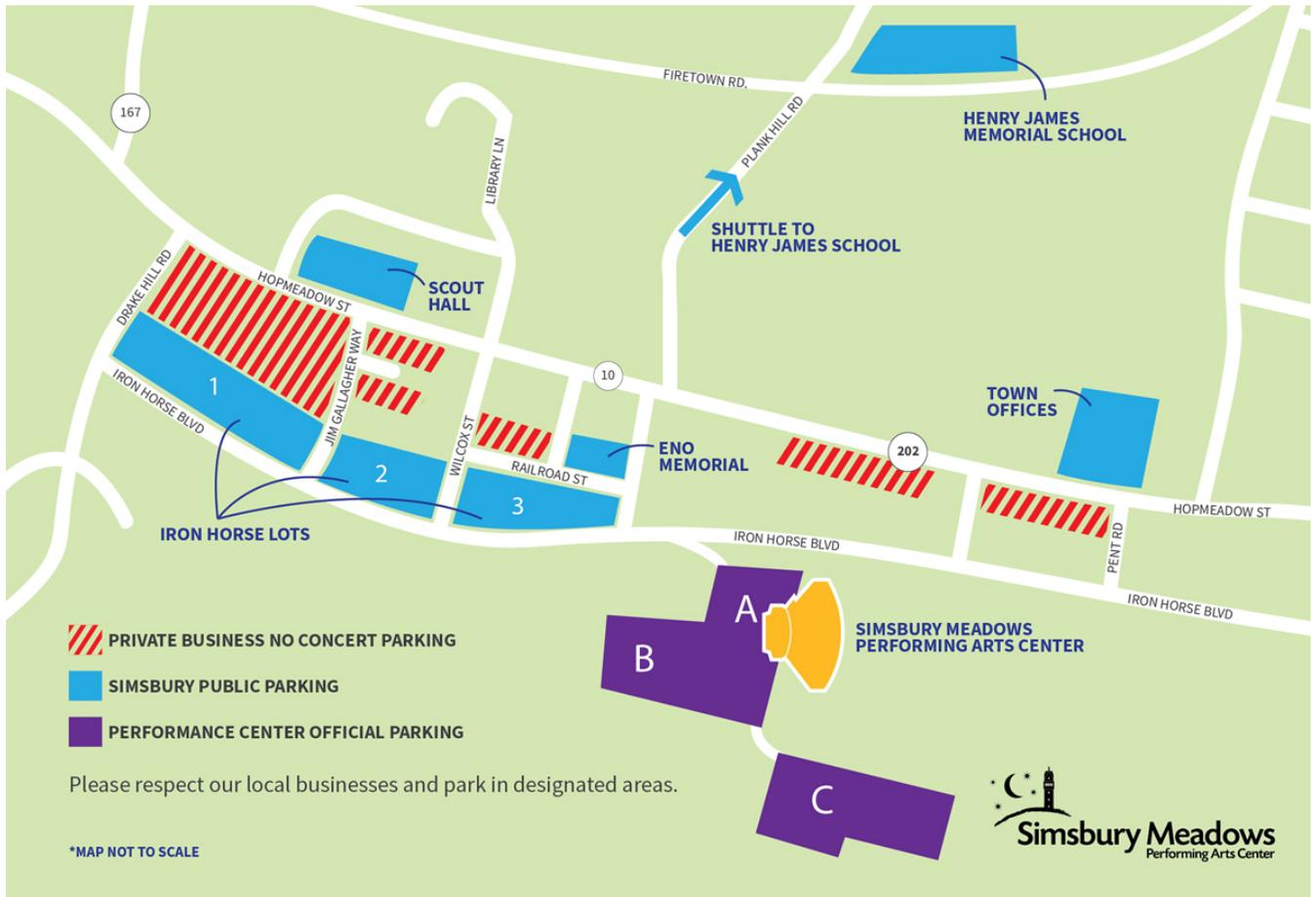
Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 8 Sinks - 3 Accessible - 2 TOTAL – 13 <i>** 40 additional units in rear field for HSO</i>
Location	Southeast corner adjacent to parking and out in field on either side

Security	
Stage Security (USA)	N/A
Field Security (USA)	1 supervisor, 2 guards to work front of stage
Overnight Security	N/A
Security Notes	N/A

Public Safety	
Police	N/A
Fire	N/A
EMS	N/A
DPW Trucks	N/A

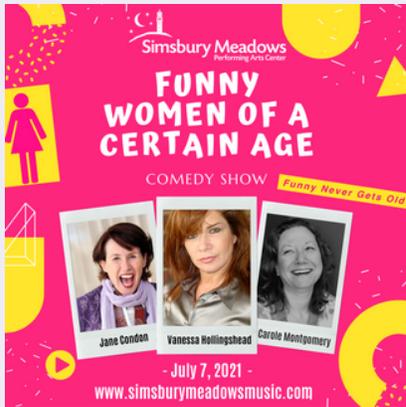
Tents		
10x10	Number: 1	Sides: No
12x12	Number: 1	Sides: No
9x20	Number: 0	Sides: No
20x20	Number: 1	Sides: No
30x30	Number: 0	Sides: No





****No parking shuttle for Comedy and Music Series**

SIMSBURY MEADOWS COMEDY SERIES



Date: July 7, 2021 @ 7PM

Starring: Carole Montgomery, Vanessa Hollingshead, & Jane Condon

Description: "Funny never gets old!" Funny Women of a Certain Age is a show straight from the unfettered mouths and uninhibited minds of the funniest, most daring, most experienced people in comedy: the women that have seen it all.

Known as the comic's comic, Funny Women of a Certain Age creator – and comedy veteran – Carole Montgomery (Showtime) is joined by Jane Condon (Last Comic Standing, the View, Lifetime, 24, Nickelodeon) and Vanessa Hollingshead (Comedy Central Presents, Live At Jongleurs, Just For Laughs, The Jim Breuer Show) for an uproarious evening of laughter at the Simsbury Meadows.



Date: July 14, 2021 @ 7PM

Starring: Linda Belt & David Monty

Description: "The Lower East Side meets Little Italy" in Linda Belt's Matzo Balls and Meatballs comedy show featuring Chris Monty!

Linda Belt is a New Jersey native (a comedy routine in itself). She moved to CT in 1987 where she became a suburban pillar of the community attending PTO meetings and baseball games. Her humor touches on the absurdities of modern life and explores marriage, sex, parenting, and social mores, in other words: any subject she feels like discussing!

With over 20 years of stand-up comedy and television under his belt, Chris Monty continues to delight audiences worldwide. In his stand-up, Chris Monty channels a refreshing and unique style of the 1960's cool funnyman mixed with a modern chic. His unique take on current topics and storytelling are reminiscent of the comics that would keep The Rat Pack in stitches for weeks. He spans generations in that older crowds love his cool, retro style and younger crowds see a cadence that they haven't seen on stage. It is truly something unique to experience.



Date: July 21, 2021 @ 7PM

Starring: Vicky Kuperman, Max Cohen, Jamie Roberts, & Nicky Sunshine

Description: "We got married so you don't have to!" The Love's a Joke comedy tour presents America's top comedy couples dishing on marriage, sex, divorce, parenthood, fighting, weddings, and what they fantasize about when their spouse isn't looking.

Vicky Kuperman (Live from Gotham, Nickelodeon, The Maxim Comedy Showcase, SiriusXM) is the co-creator of the Love's a Joke tour along with her husband, comedian Max Cohen – but she does most of the work because she's the woman. In her comedy, she talks about everything from her Russian Family, World Travel, and marrying a younger guy, to her favorite topic: dogs.

All Comedy events are 18+. Tickets are \$20 in advance and \$25 Day-of-Show. Gates open at 5:30PM, and the show starts at 7:00PM. No outside food or beverages permitted, but there will be food vendors and a bar on-site.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2021

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 Kerr Agency, Inc. 736 Hopmeadow Street P.O.Box 516 Simsbury CT 06070	CONTACT NAME: Elizabeth Bianca PHONE (A/C, No, Ext): (860) 651-3325 E-MAIL ADDRESS: ebianca@kerrinsurance.com	FAX (A/C, No): (860) 760-6988	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Simsbury Performing Arts Center, Inc. PO Box 245 Simsbury CT 06070-0033	INSURER A: Philadelphia Insurance Cos		
	INSURER B: Amguard Ins.Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: Master 2021-2022

REVISION NUMBER:

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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 OTHER:			PHPK2235046	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB755721	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		R2WC238315	01/15/2021	01/15/2022	<input checked="" type="checkbox"/> PER STATUTE	
			N/A					
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Special Form, 80%, RC			PHUB755721	04/01/2021	04/01/2022	Business Property	\$90,000
							Deductible	\$1,000

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

Town of Simsbury is listed as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	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 
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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Simsbury PAC – US Coast Guard Band
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community
Development; Tom Hazel, Assistant Town Planner
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as
presented, the following motion is in order:

*Move, effective June 28, 2021, to approve the public gathering application on behalf of
the Simsbury Performing Arts Center and to authorize the issuance of the public
gathering permit for the US Coast Guard Band performances.*
5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the proposed US
Coast Guard Band concerts sponsored by the Performing Arts Center. The events will
be held on July 11, 2021, August 29, 2021, and September 12, 2021 at the Simsbury
Performing Arts Center. The events are scheduled to start at 11:00 AM and end at 5:30
PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Application, Map and Summary of Event



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, including original signatures, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. The application must be received in office at least **6 WEEKS** prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: Simsbury Performing Arts Center, Inc.

Applicant's Name: Missy DiNunno - Executive Director

Mailing Address: 22 Iron Horse Blvd (PO Box 245) Simsbury, CT 06070

Phone: 860-651-4052 Email: missy@simsburymeadowsmusic.com

Event Location: Simsbury Meadows Performing Arts Center

Exact Date(s) of proposed Public Gathering: (MUST include all required "set up" and "tear down" time, as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date Begin: July 11, Aug 29, Sept 12, 2021 (11a) End: July 11, Aug 29, Sept 12, 2021 (5:30p)

*times above include setup/breakdown - see attached event outline
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 500 max

- *The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

TOWN OF SIMSBURY USE ONLY:

Fee Received: YES NO N/A
Insurance Received: YES NO N/A
Request Approved: YES NO MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event: The US Coast Guard Band will play 3 FREE concerts at SMPAC.
Guests must register to attend and are welcome to bring their own picnic blankets, chairs, etc. and enjoy the concert from the area inside the wall.

July 11 - <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160605929659>

Aug 29 – <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160607745089>

Sept 12 - <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160608521411>

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO **NUMBER:** 19T/19R

- *You are responsible for proper collection and removal of all waste generated by your event.*

Portable toilets: YES NO **NUMBER:** 13

- *If yes, please show locations on attached site plan.*

Tent: YES NO **SIZE:** _____
OPEN SIDES ENCLOSED

- *Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.*

Lighting and/or sound equipment: YES NO

- *If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.*
- *Lighting must meet the requirements of the Town of Simsbury Fire Marshal.*

Does your event require electrical access? YES NO

- *If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.*

Will food be sold or given away at your event? YES NO

- *If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).*

Will alcohol be served at your event? YES NO

- *If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.*

Will road closure(s) be necessary? YES NO

- *Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.*

PLANNING & ZONING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

- Does your event require a Special Exception? YES NO
- Has the Zoning Commission approved a S.E.? YES NO
- Have you obtained a State of CT liquor license? YES NO

Signage

- Will your event require temporary signs? YES NO
 - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES NO

Attachments:

Site Map

- The site plan/map of the proposed Public Gathering should be to-scale and show exactly:
 - Layout of the Event (tents, booths/vendors, rides, aisles, etc.)
 - Location of Lighting
 - Parking Layout

FARMINGTON VALLEY HEALTH DISTRICT
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org
860-352-2333

If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.

Has a Temporary Food Permit been secured? YES NO

<http://www.fvhd.org/food-protection1.html>

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES NO CAPACITY: _____
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: _____

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL
871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

DEPARTMENT OF PUBLIC WORKS (DPW)
66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event?
- In advance?

YES NO

DATES: _____

Are DPW trucks required for use as barricades?

YES NO

QUANTITY: 0

- The fee schedule below is for one (1) Truck and one (1) staff member.
- All fees will begin when Public Works Trucks leave the DPW Campus.
- Each Truck will be filled with sand and operated by a single staff member.
- The number and positioning of the Trucks shall be determined by the Simsbury Police Department.
- The fees for using DPW trucks as barricades are as follows:
 - \$250 for first four (4) hours
 - \$50/hour for each additional hour during regular hours
 - \$75/hour for each additional hour on Federal holidays and Sundays

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$ N/A

Fee is payable by check made out to the Town of Simsbury

Please note:

- **No markings on the roadways or custom signage is allowed.**
- **Traffic cones shall not be provided by DPW.**

POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES NO

If yes, please list recent prior venues that have hosted this concert/festival:

Band offers free performances throughout CT. Link to review performances prior
to Simsbury plays located here: <https://www.uscg.mil/community/band/>

Will on-site private security be provided?

YES NO

NUMBER: _____

Will on-site emergency medical services be provided?

YES NO

NUMBER: _____

- Where will they be located? _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES NO

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 500 max

Attendance will be:

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 1p - 3:30p

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

- *If so, trash recycling barrels are required at Permittee's expense*

Will you require any special field lining or set up? YES NO

Do you intend to use "staked" tents on athletic fields? YES NO

Will athletic field lighting be necessary? YES NO

Have you provided a parking plan on your site map? YES NO

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

- ATTENDANCE: see attached / 50 = _____ PORTABLE TOILETS REQUIRED
-

**Public Gathering Permit
Required Declaration**

I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): Missy DiNunno

Applicant's Signature: *Missy DiNunno*

Date Signed: 6-23-21

REQUIRED SIGN OFFS (in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief				
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal				
Zoning Enforcement Officer				
Board of Selectmen				

EVENT SUMMARY

Unites Dates Coast Guard Band – FREE CONCERT

Sunday, July 11, 2021

Sunday, August 29, 2021

Sunday, September 12, 2021

Public Gathering Permit Application Submitted: 6-23-21

CONTACT INFORMATION:	
Organization	Simsbury Meadows Performing Arts Center
Event Contact	MU1 Noel Marcano USCG Band 401-286-3241 Noel.A.MArcano@uscg.mil **This is a SMPAC sponsored event
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847 Email: missy@simsburymeadowsmusic.com

TIMELINE:

Sunday, July 11, 2021		
11:00a – 1:00p	Load-in	Stage / Field
1:00p	Gates Open	Field
2:00p – 3:30p	US Coast Guard Band	Stage / Field
3:30p – 5:30p	Load-out	Stage / Field
Sunday, August 29, 2021		
11:00a – 1:00p	Load-in	Stage / Field
1:00p	Gates Open	Field
2:00p – 3:30p	US Coast Guard Band	Stage / Field
3:30p – 5:30p	Load-out	Stage / Field
Sunday, September 12, 2021		
11:00a – 1:00p	Load-in	Stage / Field
1:00p	Gates Open	Field
2:00p – 3:30p	US Coast Guard Band	Stage / Field
3:30p – 5:30p	Load-out	Stage / Field

EVENT DETAILS:

Description
The United States Coast Guard Band is the premier band representing the United States Coast Guard and the Department of Homeland Security. The 55-member ensemble is based at the US Coast Guard Academy in New London, Connecticut. In addition to performing concert tours around the nation, the Band has also played in the former Soviet Union, Canada, England, Japan and Taiwan. In 2008, the Coast Guard Band became the first premier American military band to perform a concert tour of Japan. Concerts are free and open to the public and include a broad spectrum of music, from wind ensemble classics to swinging jazz charts.

Description

FREE event open to the public. Guests must register to attend. Guests are welcome to bring a blanket, chairs, and picnic and enjoy the concert.

Ticketing Information (free registration)

July 11 - <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160605929659>

Aug 29 - <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160607745089>

Sept 12 - <https://www.eventbrite.com/e/the-united-states-coast-guard-band-tickets-160608521411>

Parking

Advanced Preparation	N/A
Management	N/A
On-site Parking Fee	N/A

Expected Attendance

Ticket registration capacity set at 1500
Estimated attendance = likely no more than 500

Stage Requirements

Lights	N/A
Sound	Coast Guard provides own sound
Setup	Coast Guard handles own setup

Vendor Information

Merchandise Sales Vendors	N/A
Food Vendors	N/A
Services/Activities	N/A

Public

Restrooms

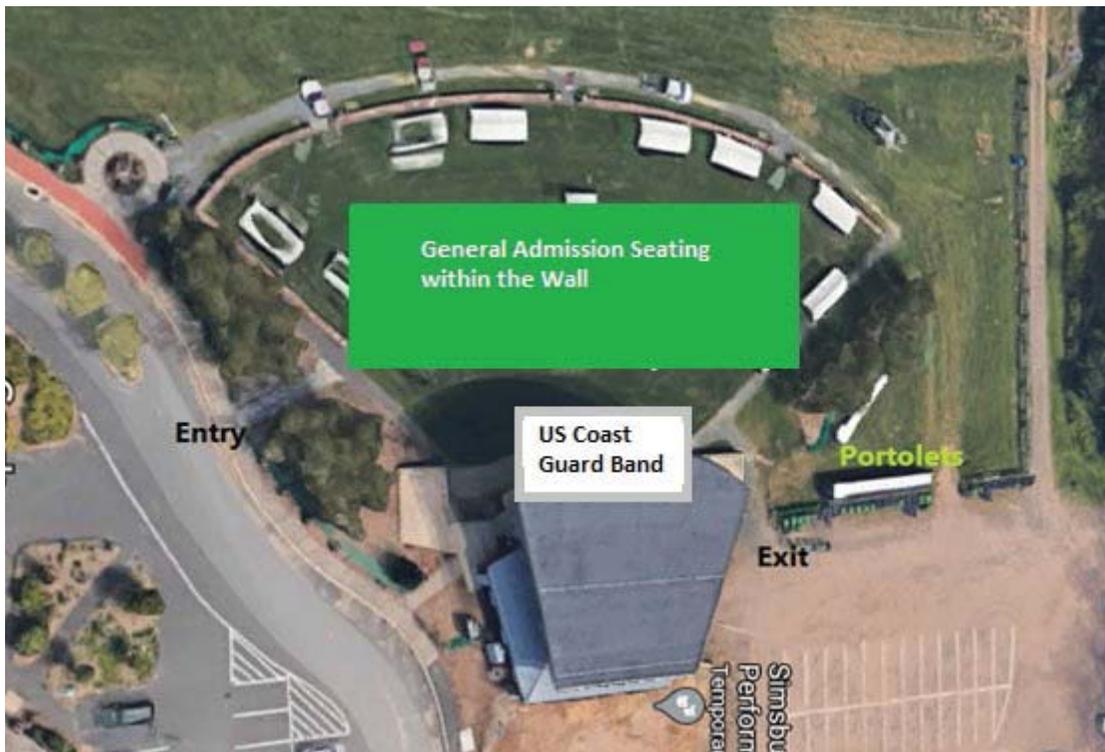
Coordinated by	SMPAC
Units	Standard – 8 2 Station Sinks - 3 Accessible - 2 TOTAL – 13

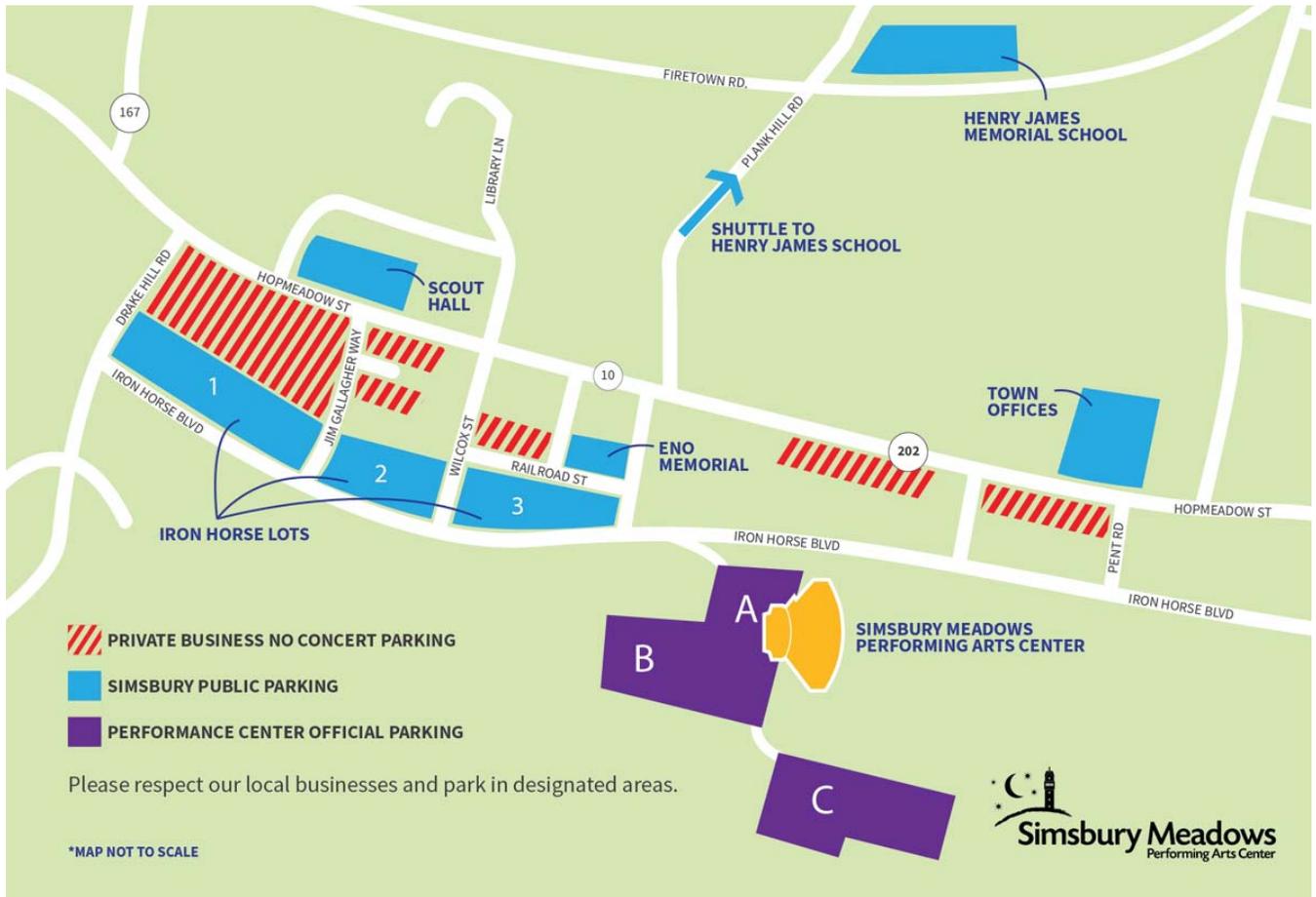
Location	Southeast corner adjacent to parking
----------	--------------------------------------

Security	
Stage Security (USA)	N/A
Field Security (USA)	N/A
Overnight Security	N/A
Security Notes	N/A

Public Safety	
Police	N/A
Fire	N/A
EMS	N/A
DPW Trucks	N/A

Tents		
10x10	Number: 0	Sides: No
12x12	Number: 0	Sides: No
9x20	Number: 0	Sides: No
20x20	Number: 0	Sides: No
30x30	Number: 0	Sides: No





****No shuttles offered for these concerts**



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PRODUCER Kerr Agency, Inc. 736 Hopmeadow Street P.O.Box 516 Simsbury CT 06070	CONTACT NAME: Elizabeth Bianca PHONE (A/C, No, Ext): (860) 651-3325 E-MAIL ADDRESS: ebianca@kerrinsurance.com	FAX (A/C, No): (860) 760-6988	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Simsbury Performing Arts Center, Inc. PO Box 245 Simsbury CT 06070-0033	INSURER A: Philadelphia Insurance Cos		
	INSURER B: Amguard Ins.Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: Master 2021-2022

REVISION NUMBER:

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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 OTHER:			PHPK2235046	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB755721	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		R2WC238315	01/15/2021	01/15/2022	<input checked="" type="checkbox"/> PER STATUTE	
			N/A					
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Special Form, 80%, RC			PHUB755721	04/01/2021	04/01/2022	Business Property	\$90,000
							Deductible	\$1,000

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

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Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	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 
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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Simsbury PAC – Kinetic Ukes Performance
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development; Tom Hazel, Assistant Town Planner
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective June 28, 2021, to approve the public gathering application on behalf of the Simsbury Performing Arts Center and to authorize the issuance of the public gathering permit for the Kinetic Ukes performance.
5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the proposed Kinetic Ukes performance sponsored by the Performing Arts Center. The event will be held on July 18, 2021 at the Simsbury Performing Arts Center. The event is scheduled to start at 1:00 PM and end at 5:00 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application, Map and Summary of Event



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, including original signatures, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. The application must be received in office at least **6 WEEKS** prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: Simsbury Performing Arts Center, Inc.

Applicant's Name: Missy DiNunno - Executive Director

Mailing Address: 22 Iron Horse Blvd (PO Box 245) Simsbury, CT 06070

Phone: 860-651-4052 Email: missy@simsburymeadowsmusic.com

Event Location: Simsbury Meadows Performing Arts Center

Exact Date(s) of proposed Public Gathering: (MUST include all required "set up" and "tear down" time, as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date Begin: Sunday, July 18, 2021 1p End: Sunday, July 18, 2021 5p

*times above include setup/breakdown - see attached event outline
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 100-200

- *The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

TOWN OF SIMSBURY USE ONLY:

Fee Received: YES NO N/A
Insurance Received: YES NO N/A
Request Approved: YES NO MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event: The Kinetic Ukes will play a FREE concert at SMPAC.
Guests must register to attend and are welcome to bring their own picnic
blankets, chairs, etc. and enjoy the concert from the area inside the wall.

Ticket registration link will be available on www.simsburymeadowsmusic.com.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: 19T/19R

- *You are responsible for proper collection and removal of all waste generated by your event.*

Portable toilets: YES NO NUMBER: 13

- *If yes, please show locations on attached site plan.*

Tent: YES NO SIZE: _____
OPEN SIDES ENCLOSED

- *Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.*

Lighting and/or sound equipment: YES NO

- *If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.*
- *Lighting must meet the requirements of the Town of Simsbury Fire Marshal.*

Does your event require electrical access? YES NO

- *If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.*

Will food be sold or given away at your event? YES NO

- *If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).*

Will alcohol be served at your event? YES NO

- *If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.*

Will road closure(s) be necessary? YES NO

- *Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.*

PLANNING & ZONING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

- Does your event require a Special Exception? YES NO
- Has the Zoning Commission approved a S.E.? YES NO
- Have you obtained a State of CT liquor license? YES NO

Signage

- Will your event require temporary signs? YES NO
 - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES NO

Attachments:

Site Map

- The site plan/map of the proposed Public Gathering should be to-scale and show exactly:
 - Layout of the Event (tents, booths/vendors, rides, aisles, etc.)
 - Location of Lighting
 - Parking Layout

FARMINGTON VALLEY HEALTH DISTRICT
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org
860-352-2333

If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.

Has a Temporary Food Permit been secured? YES NO

<http://www.fvhd.org/food-protection1.html>

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES NO CAPACITY: _____
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: _____

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL
871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

DEPARTMENT OF PUBLIC WORKS (DPW)
66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event?
- In advance?

YES NO

DATES: _____

Are DPW trucks required for use as barricades?

YES NO

QUANTITY: 0

- The fee schedule below is for one (1) Truck and one (1) staff member.
- All fees will begin when Public Works Trucks leave the DPW Campus.
- Each Truck will be filled with sand and operated by a single staff member.
- The number and positioning of the Trucks shall be determined by the Simsbury Police Department.
- The fees for using DPW trucks as barricades are as follows:
 - \$250 for first four (4) hours
 - \$50/hour for each additional hour during regular hours
 - \$75/hour for each additional hour on Federal holidays and Sundays

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$ N/A

Fee is payable by check made out to the Town of Simsbury

Please note:

- **No markings on the roadways or custom signage is allowed.**
- **Traffic cones shall not be provided by DPW.**

POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES NO

If yes, please list recent prior venues that have hosted this concert/festival:

Will on-site private security be provided?

YES NO

NUMBER: _____

Will on-site emergency medical services be provided?

YES NO

NUMBER: _____

- Where will they be located? _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES NO

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 100-200

Attendance will be:

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 2p - 4p

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

- *If so, trash recycling barrels are required at Permittee's expense*

Will you require any special field lining or set up? YES NO

Do you intend to use "staked" tents on athletic fields? YES NO

Will athletic field lighting be necessary? YES NO

Have you provided a parking plan on your site map? YES NO

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

- ATTENDANCE: see attached / 50 = _____ PORTABLE TOILETS REQUIRED
-

**Public Gathering Permit
Required Declaration**

I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): Missy DiNunno

Applicant's Signature: 

Date Signed: 6-23-21

REQUIRED SIGN OFFS (in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief				
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal				
Zoning Enforcement Officer				
Board of Selectmen				

EVENT SUMMARY

Kinetic Ukes – FREE CONCERT

Sunday, July 18 2021

Public Gathering Permit Application Submitted: 6-23-21

CONTACT INFORMATION:	
Organization	Simsbury Meadows Performing Arts Center
Event Contact	Jim Lenn and Arnie Sholovitz Jimlenn08@gmail.com arnold@acs-law.net Arnie cell – 860-878-7680 **This is a SMPAC sponsored event
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847 Email: missy@simsburymeadowsmusic.com

TIMELINE:

Sunday, July 18, 2021		
1:00p – 2:00p	Load-in	Stage / Field
2:00p	Gates Open	Field
3:00p – 4:00p	Kinetic Ukes	Stage / Field
4:00p – 5:00p	Load-out	Stage / Field

EVENT DETAILS:

Description
<p>Kinetic Ukes is a welcoming, fun, and supportive community of ukulele players and singers in north central Connecticut. Members include folks of all ages, teens to oldsters, and all playing abilities - from beginners to advanced. They come together to play music, learn about their instruments, help each other improve musicianship, and share ukulele love with the world. Most of all, they have fun!</p> <p>FREE event open to the public. Guests must register to attend. Guests are welcome to bring a blanket, chairs, and picnic and enjoy the concert.</p>

Ticketing Information
Eventbrite ticket registration link to be provided on SMPAC website soon!

Parking	
Advanced Preparation	N/A
Management	N/A
On-site Parking Fee	N/A

Expected Attendance	
	Ticket registration capacity set at 500, though no more than 100 - 200 expected

Stage Requirements	
Lights	N/A
Sound	Kinetic Ukes provide own sound
Setup	KU handles own setup

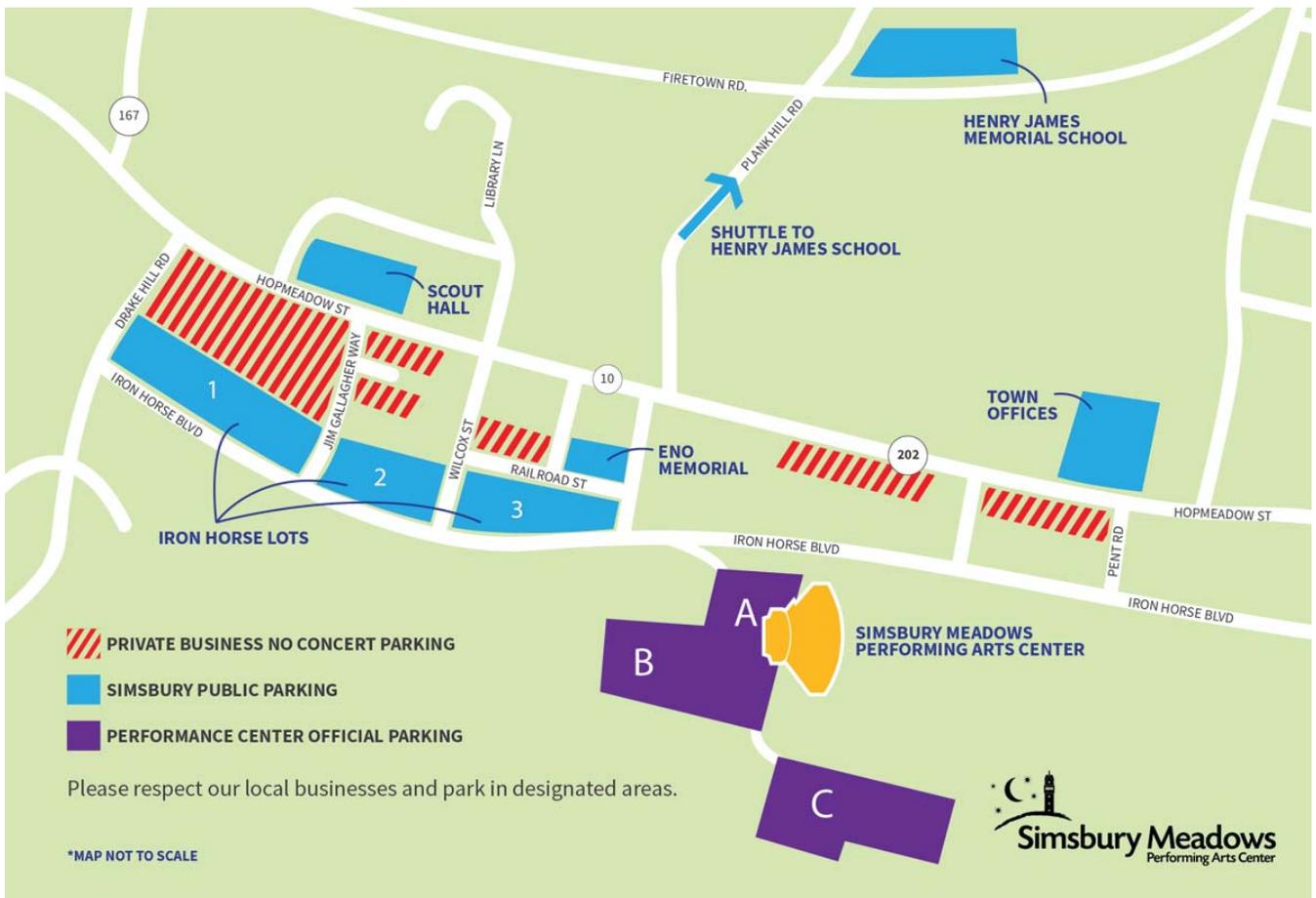
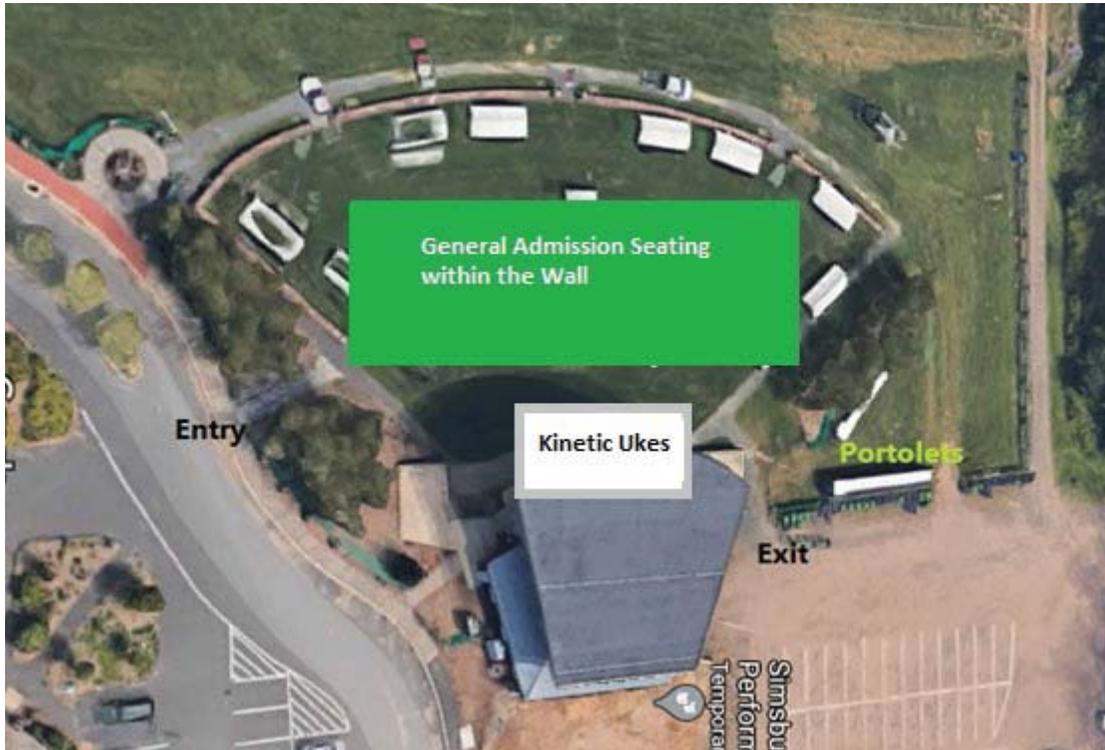
Vendor Information	
Merchandise Sales Vendors	N/A
Food Vendors	N/A
Services/Activities	N/A

Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 8 2 Station Sinks - 3 Accessible - 2 TOTAL – 13
Location	Southeast corner adjacent to parking

Security	
Stage Security (USA)	N/A
Field Security (USA)	N/A
Overnight Security	N/A
Security Notes	N/A

Public Safety	
Police	N/A
Fire	N/A
EMS	N/A
DPW Trucks	N/A

Tents		
10x10	Number: 0	Sides: No
12x12	Number: 0	Sides: No
9x20	Number: 0	Sides: No
20x20	Number: 0	Sides: No
30x30	Number: 0	Sides: No



****No shuttles offered for this concert**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2021

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 Kerr Agency, Inc. 736 Hopmeadow Street P.O.Box 516 Simsbury CT 06070	CONTACT NAME: Elizabeth Bianca PHONE (A/C, No, Ext): (860) 651-3325 E-MAIL ADDRESS: ebianca@kerrinsurance.com	FAX (A/C, No): (860) 760-6988	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Simsbury Performing Arts Center, Inc. PO Box 245 Simsbury CT 06070-0033	INSURER A: Philadelphia Insurance Cos		
	INSURER B: Amguard Ins.Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES
CERTIFICATE NUMBER: Master 2021-2022

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 OTHER:			PHPK2235046	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB755721	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		R2WC238315	01/15/2021	01/15/2022	<input checked="" type="checkbox"/> PER STATUTE	
			N/A					
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Special Form, 80%, RC			PHUB755721	04/01/2021	04/01/2022	Business Property	\$90,000
							Deductible	\$1,000

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

Town of Simsbury is listed as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	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 
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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** License Agreement for Storage Shed at Weatogue Park with Simsbury-Avon Youth Football League, Inc.
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen is in support of moving forward with a license agreement for a Simsbury Youth Football storage shed at Weatogue Park, the following motion is in order:

Move, effective June 28, 2021, to authorize Town Manager Maria E. Capriola to execute the proposed license agreement for a storage shed at Weatogue Park with Simsbury-Avon Youth Football League, Inc.
5. **Summary of Submission:**
The Simsbury-Avon Youth Football League, Inc. (SAYFLI) has been using Weatogue Park as their primary practice location for many years. SAYFLI has demonstrated a need for additional onsite storage in order to meet their program's needs. The association wishes to replace their current storage shed at the park with a larger shed, at their own expense. Additionally, SAYFLI has agreed to maintain the shed at their expense during the entirety of the license agreement. Staff has discussed the shed's location with SAYFLI representatives and the location does not affect current maintenance practices and is also unlikely to hinder any future development of the recreation facilities at Weatogue Park.

Staff and SAYFLI are in agreement on terms of the license agreement regarding maintenance responsibilities of the shed as well as insurance and indemnification requirements. The Town Attorney has reviewed and approved the proposed license agreement.
6. **Financial Impact:**
The Simsbury-Avon Youth Football League, Inc. will own and be responsible for all costs related to the purchase, installation and maintenance of the storage shed.
7. **Description of Documents Included with Submission:**
 - a) Proposed License Agreement with Simsbury-Avon Youth Football League, Inc.

LICENSE AGREEMENT
Weatogue Park, Simsbury, Connecticut

This License and Indemnification Agreement (the “Agreement”) is effective as of July 1 ____, 2021 (the “Effective Date”), by and among Town of Simsbury, a Connecticut municipal corporation with an address of 933 Hopmeadow Street, Simsbury, Connecticut (“Licensor”), and the Simsbury/Avon Youth Football League, Inc., P.O. Box 431 Simsbury, Connecticut (“Licensee”).

WHEREAS, Licensor is the owner of a piece or parcel of land known as Weatogue Park, 267 Hopmeadow St., Simsbury, Connecticut as more particularly shown on a certain map or plan identified as Exhibit A attached hereto and made a part hereof (the “License Area”); and

WHEREAS, Licensee desires to use the License Area for the location of a Storage Shed for use in carrying out its recreational youth football programs; and

WHEREAS, Licensor desires to permit Licensee from time to time to access the License Area for the sole and exclusive purpose of using its Storage Shed by its staff, members, volunteers and program participants with minimal interruption to Licensor’s operations; and

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Grant of License.

- (a) Licensee is hereby granted a license permitting Licensee, its members, volunteers and program participants sponsored by the Licensee to access the License Area to locate and install its Storage Shed according to plans and at a location within Weatogue Park as approved by the Licensor. Licensor reserves the right to reject any and all requests for access to the Licensed Area by the Licensee for any reason or for no reason.
- (b) Licensee shall contact the Licensor prior to any proposed use of the License Area to determine the feasibility of the use and location of the Storage Shed to make necessary arrangements. Further, Licensee shall be responsible for complying with any and all Town, state and federal regulations and shall obtain all necessary governmental permits that may be required prior to the location and installation of the Storage Shed within the License Area.
- (c) This grant of License shall be subject to the following conditions:
 - 1. The Licensor shall have the final decision on the location of the Storage Shed and shall have the right to have it moved to another location or removed from the Premises if it is deemed necessary to do so at a later time;

2. The Licensee shall maintain the Storage Shed while they continue to use the unit, and shall at their sole cost and expense keep it in good repair and appearance to the satisfaction of the Licensor;
3. Copies of any keys to the Storage Shed shall be provided to the Simsbury Recreation Department;
4. While accessing the Storage Shed and the premises, staff members, volunteers and program participants shall be liable and responsible for any town property that is damaged in the process;
5. The Licensor is not responsible for providing lighting or any utilities of any kind to the Storage Shed;
6. The Licensor does not accept any responsibility or liability for any items or property stored in or about the Storage Shed by the Licensee and any of Licensee's invitees. Licensor does not provide insurance for Licensee, and Licensee shall be expected to provide their own insurance coverage;
7. The Licensee is solely responsible and liable for all costs associated with the installation and maintenance and repair of the Storage Shed.

2. Indemnification.

To the fullest extent permitted by law, Licensee shall, from and after the Effective Date, indemnify and hold Licensor harmless and, if requested by Licensor, defend Licensor with counsel reasonably satisfactory to Licensor, from and against any and all liabilities, losses, claims, causes of action, damages, costs, judgments and expenses (including reasonable attorney's fees and costs of collection) (collectively "Claims") incurred by or threatened against Licensor (i) arising out of or relating to any occurrence on the License Area arising, directly or indirectly, as a result of the use or occupancy of the License Area by Licensee, its staff, business invitees and employees on or after the Effective Date, excepting in either instance only Claims arising out of the gross negligence or willful misconduct of Licensor; (ii) arising out of any omission, fault, neglect, or other misconduct of Licensee, its employees, agents, licensees, invitees, business invitees or employees arising out of or relating to this Agreement on or after the Effective Date; of (iii) any breach of this Agreement by Licensee. Licensee agrees that the foregoing agreement to indemnify, defend, and hold harmless extends to liabilities, losses, claims, causes of action, damages, costs and expenses (including reasonable attorney's fees and costs of collection) arising out of claims of Licensee's staff, business invitees and employees without regard to any immunity, statutory or otherwise, including any immunity under the workers compensation laws of any applicable jurisdiction. In addition, Licensee releases Licensor from any and all Claims for any damage to any property of Licensee, its staff, business invitees and employees located at or used under this Agreement at the License Area, excepting

only such damage caused by the gross negligence or willful misconduct of Licensor. Licensee's obligations under this paragraph shall survive the termination of this Agreement.

To the extent necessary to indemnify and hold harmless Licensor and Licensor's agents and employees, Licensee hereby waives any immunity or exemption as an employer under any workers' or workers' compensation law, for any and all claims arising from injury to or death of any Licensee's employees, agents or subcontractors in connection with the License Area. In addition, the indemnification obligation of Licensee under this agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Licensee, or Licensee's agents, subcontractors or anyone directly or indirectly employed by them, under any workers' or workers' compensation law, disability benefit law or other employee benefit law.

3. Insurance.

Licensee shall purchase and maintain insurance for such types of coverage and limits of liability as Licensor shall determine in its reasonable discretion, which shall include the following:

- (a) Commercial or Comprehensive General Liability Insurance on an occurrence form with a combined single minimum limit of not less than \$1,000,000 each occurrence, and annual aggregates of \$2,000,000 for bodily injury and property damage, including coverage for blanket contractual liability broad form property damage; personal injury liability, independent contractors and products/completed operations, and sudden accidental pollution;
- (b) Automobile Liability insurance with a combined single minimum limit of not less than \$1,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles; and

Licensee shall name Licensor as an additional insured on their general liability, automobile liability, or umbrella liability insurance policies. Licensee shall provide proof of such insurance in the form of certificates of insurance acceptable to Licensor prior to accessing the License Area under this Agreement. All policies under this Agreement shall be Primary, non-contributory to any coverage maintained by Licensor, or their respective affiliated entities. All policies of insurance shall contain a provision that coverage under the policies shall not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Licensor.

4. Compliance with Law.

Licensee further agrees that it shall comply with all applicable Licensor rules, including safety and identification rules, and any and all applicable federal and state laws and regulations

and shall also cause its faculty, staff, students, business invitees and employees to comply with the same.

5. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and when executed shall be binding on the parties hereto.

6. Entire Agreement.

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. This Agreement may not be assigned by Licensee without Licensor's written consent.

7. Termination.

This Agreement shall automatically terminate upon the earlier of July 1, 2031 or receipt by Licensee of a Notice from Licensor that it is revoking this License. If both parties agree this License may be renewed for additional 5 year terms. Licensee is required to notify Licensor of their desire to renew this License on about January 30, 2031.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to the provisions thereof governing conflicts of law.

The undersigned having caused this Agreement to be duly executed effective as of the day and year first written above.

TOWN OF SIMSBURY

**SIMSBURY/AVON YOUTH
FOOTBALL LEAGUE, INC.**

By: Maria E. Capriola, MPA
Its: Town Manager

By:
Its:

6/10/2021

Google Maps

Google Maps



Shed location

Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 20 ft

<https://www.google.com/maps/@41.8425219,-72.8145537,108m/data=!3m1!1e3>

1/1



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Letter of Support to Rebrand the Farmington Canal Heritage Trail
2. **Date of Board Meeting:** June 28, 2021
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 rebranding the Farmington Canal Heritage Trail, the following motion is in order:

Move, effective June 28, 2021, to authorize the Town Manager's Office to send a letter of support to rebrand the Farmington Canal Heritage Trail to the New Haven and Northampton Canal Greenway.

5. **Summary of Submission:**

"The New Haven and Northampton Canal Greenway Alliance represents seven nonprofit groups that make up the 81 mile multi-use greenway in Massachusetts and Connecticut, with a focus on strengthening the tourism and recreational opportunities along the greenway corridor" (Source: New Haven and Northampton Canal Greenway Alliance website).

The Trail is supported by seven regional branches (trail councils) that make up the full New Haven and Northampton Canal Greenway (NHNCG). The Farmington Valley Trails Council consists of Simsbury, Farmington, Avon, East Granby, Granby and Suffield. The Farmington Valley Trails Council is in support of the request from the New Haven and Northampton Canal Greenway Alliance to rebrand the Farmington Canal Heritage Trail to the New Haven and Northampton Canal Greenway. The New Haven and Northampton Canal Greenway Alliance has requested letters of support from area towns to rebrand the Trail. Granby and East Granby have submitted letters of support, as have some Massachusetts towns such as Northampton, Easthampton, and Southwick.

The Alliance sites the following as some of the benefits to being part of a larger trail network:

- Sharing the costs and benefits of resources for large trail maintenance projects, trail enhancements, and trail promotion.
- Enhanced ability to promote trail information pertaining to events and historical recognition.

- Gaining additional recognition for trail use from national and international adventure cyclists, day, and weekend getaway travelers.
- Incorporating a map of the entire length of the trail may increase local trail participants' frequency and their use beyond short trail outings.
- Being recognized as a city or town that advocates and supports the Health and Safety of multi-modal, non-vehicular transportation - such as biking and walking - in their community.
- Helping to promote Transportation Alternatives and reducing carbon production.

6. Financial Impact:

None. Trail signage can be replaced when the Town deems necessary, such as to replace a rotted or damaged sign.

7. Description of Documents Included with Submission:

- a) Draft Letter in Support of the New Haven & Northampton Canal Greenway Name



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

June 28, 2021

Ms. Christy Banish
Member, New Haven & Northampton Canal Greenway Alliance
Chairperson, Friends of the Southwick Rail Trail

This Letter expresses the Simsbury Board of Selectmen's support for adopting the name **New Haven & Northampton Canal Greenway (NHNCG)** as an umbrella name for the whole trail system. NHNCG was chosen and voted as a new name for the trail system by the seven branch rail trail groups that make up the NHNCG. The towns of Simsbury, Farmington, Avon, East Granby, Granby, and Suffield, make up the Farmington Valley Trails Council branch and represent the section of the trail that is known as the "Farmington Canal Heritage Trail".

Adapting the new name for the trail system will create more opportunities for collaboration and recognition for our local and neighboring trail organizations.

Adaptation of the New Haven & Northampton Canal Greenway as the name represents a partnership of the trail group branches and their shared goal of providing our communities with recreational, tourism and non-vehicular transportation opportunities. Having one common name for the whole trail system has many potential advantages with one being the sharing of resources and platforms in larger projects around the trail system. This partnership is also advantageous for distributing information about the places of historical recognition and upcoming events that can be of interest to the residents and visitors. Being recognized as one larger trail system will help promote awareness of the trail as a tourism experience in all the towns

NHNCG can benefit our communities by improving the recreational time of our residents and increasing revenue for our local business communities. The Town of Simsbury supports the adaptation of the name for the NHNCG and recognizes all the potential benefits this partnership can bring.

Eric S. Wellman
First Selectman

Sean Askham
Deputy First Selectman

Jackie Battos
Selectman

Chris Peterson
Selectman

Wendy Mackstutis
Selectman

Michael Paine
Selectman

Telephone (860) 658-3230
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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acquisition of Easements for Bridge Projects
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Jerome F. Shea, Town Engineer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen approves the acquisition of easements for these bridge rehabilitation projects, the following motion is in order:

Move, effective June 28, 2021, to authorize Town Manager, Maria E. Capriola to execute temporary and permanent easements associated with bridge rehabilitation projects Firetown Road Bridge over an unnamed brook (Bridge No. 04549) and Barndoor Hills Road Bridge over Bissell Brook (Bridge No. 04550) project.

5. **Summary of Submission:**
In August of 2018, the Engineering Department applied through the State Local Bridge Program for a bridge preservation grant through the Connecticut Department of Transportation (CDOT). The objective of this program is to rehabilitate local bridges to prolong the life of the structure to at least an additional 20 years. Simsbury submitted grant applications for two (2) bridges under the program; Firetown Road Bridge over an unnamed brook (Bridge No. 04549) and Barndoor Hills Road over Bissell Brook (Bridge No. 04550). A memo updating the Board on the status of that grant process is attached.

In the completion of design plans for the bridge projects, it was determined that three temporary construction easements and one permanent easement for highway purposes were required to complete the project. The property owner, McLean Game Refuge, Inc. has agreed to grant these easements at no cost to the Town of Simsbury. The Town Attorney assisted in preparation of the easement agreements.

6. **Financial Impact:**
There is no financial impact to the Town of Simsbury to acquire these easements.
7. **Description of Documents Included with Submission:**
 - a) Draft Easement Agreements (2)
 - b) Easement Maps (3)
 - c) Executed Waiver of Compensation and Appraisal Documents (3)
 - d) Memo from J. Shea, re: Update on Status of Bridge Grant Process, dated June 24, 2021

TEMPORARY EASEMENTS

These TEMPORARY EASEMENTS (“**Easements**”) dated as of the ___ day of _____, 2021, is entered into by and between MCLEAN GAME REFUGE, INC., a Connecticut corporation with an office at 75 Great Pond Road, Simsbury, Connecticut (“**Grantor**”), and the TOWN OF SIMSBURY a Connecticut municipality with an office at 933 Hopmeadow Street, Simsbury, Connecticut (“**Grantee**”).

WHEREAS, Grantor is the owner of the properties located at Firetown Road and Barndoor Hills Road (the “**Grantor Property**”), as more particularly described in Exhibit A attached hereto and made a part hereof.

WHEREAS, Grantee desires to enter upon and use a portion of the Grantor Property (the “**Work Area**”), which Work Area is delineated as the “Temporary Easements” shown on a map entitled “Right of Way Survey, Town of Simsbury, Map Showing Easement Acquired from McLean Game Refuge, Inc. by Town of Simsbury”, Serial No. 1, 2 and 3, dated August, 2020, prepared by GM2 Associates, Inc., 115 Glastonbury Boulevard, Glastonbury, CT attached hereto as Exhibit B, to identify and to confirm the location of the Work Area for the reconstruction of two bridges on public roads.

WHEREAS, Grantee has requested that Grantor enter into these Easements, and Grantor has agreed to enter into these Easements upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual promises hereinafter made, the parties hereto hereby agree as follows:

1. Easement. Grantor hereby gives, grants, bargains, sells and confirms unto Grantee, its agents, contractors, or representatives, a non-exclusive easement to enter upon and use the Work Area for the sole purpose of conducting bridge repairs on those portions of Firetown Road and Barndoor Hills Road within the Work Area (the “**Work**”), and, if necessary, to enter and cross the Grantor Property from Firetown Road and Barndoor Hills Road to access the Work Area. Grantee shall use commercially reasonable efforts to minimize both the Work within the Work Area and the need to access the Work Area from Firetown Road and Barndoor Hills Road. No ownership, leasehold, possessory, or other rights to the Work Area shall vest in Grantee by virtue of these Easements, and Grantor hereby reserves all other rights not granted in these Easements.
2. Term. These Easements shall commence upon the date hereof and shall terminate automatically without any action by either party upon the later of (i) the date of the completion of the restoration of the Work Area in accordance with Section 7

hereof, (ii) the date Grantor ceases to be the fee owner of the Work Area, or (iii) November 30, 2022.

3. Prohibited Uses. Grantee shall not perform any acts upon or within the Work Area or the Grantor Property except as specifically authorized by these Easements.
4. Additional Requirements. Grantee shall perform and complete the Work in a good, workmanlike, expeditious and lien-free manner, and in accordance with all applicable laws and codes and the requirements of Grantor set forth in Exhibit C attached hereto and made a part hereof. Notwithstanding the foregoing, in the event that any lien shall be filed against the Grantor Property, Grantee shall procure the full release or discharge of the lien within thirty (30) days either by payment or in such other manner as may be prescribed by law or bond over to the reasonable satisfaction of Grantor, and shall hold Grantor harmless from and indemnified against any loss or damage related to the lien. In the event Grantee fails to procure such release or discharge of any such lien within such thirty (30) day period, Grantor may procure such release or discharge of such lien, and Grantee shall reimburse Grantor the costs and expenses of such release or discharge within ten (10) days of Grantor's written request therefor. This provision shall survive the expiration or earlier termination of these Easements.
5. Insurance. Grantee and Grantee's agents, representatives and contractors performing the Work shall at all times maintain, at their sole cost and expense, (i) on an occurrence basis, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 per occurrence for general liability, personal injury and property damage, (ii) worker's compensation insurance as required by all applicable laws, including employers' liability insurance, and (iii) business automobile liability insurance covering all owned, hired, and non-owned vehicles with a limit of not less than \$1,000,000.00 per occurrence, each insuring Grantee, Grantor, and any person or entity with access to the Grantor Property pursuant to these Easements on behalf of Grantee, against any injuries or damages to persons or property that may result from or are related to such parties' respective entry upon the Grantor Property pursuant to these Easements. All such policies shall name Grantor as additional insured, on a primary and non-contributory basis, and shall be issued by companies authorized to issue such policies in the State of Connecticut and shall be issued by an insurance company with an A.M. Best rating of no less than A-VIII. Prior to entering the Grantor Property and beginning performance of the Work, Grantee shall provide evidence of such insurance which states that such policies of insurance cannot be cancelled or terminated without thirty (30) days advance written notice to Grantor.
6. Indemnification. Grantee covenants and agrees that it shall defend, indemnify, and hold harmless Grantor, its agents, representatives, and employees from and

against any and all claims for loss or damages arising from Grantee's entrance onto the Grantor Property, the performance of the Work and/or activities performed in the Work Area by or on behalf of Grantee pursuant to these Easements. Anything in the foregoing to the contrary notwithstanding, nothing in these Easements shall be construed to relieve Grantor from responsibility to Grantee for any loss or damage caused to Grantee wholly or in part by the grossly negligent acts of Grantor.

7. Restoration of Premises. Upon completion of the Work, Grantee shall promptly remove all equipment and materials from the Work Area and Grantee shall restore the Work Area, as nearly as reasonably possible, to the condition it was in prior to Grantee's entry and in all events in accordance with the requirements of Grantor set forth in Exhibit C and Exhibit D attached hereto and made a part hereof.
8. Default. In the event that Grantee breaches any provision of these Easements, and such breach continues for thirty (30) days after written notice thereof from Grantor, Grantor may, in addition to any other rights and remedies available at law or equity, terminate these Easements by written notice to Grantee.
9. Notices. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested in which case it shall be deemed to have been given 48 hours following deposit with the United States Postal Service, (ii) sent by nationally recognized overnight courier in which case it will be deemed to have been given upon delivery, (iii) hand delivered in which case it will be deemed to have been given upon delivery, (iv) sent by e-mail in which case it will be deemed to have been given on the day the message was sent if sent prior to 6:00 PM eastern time on a business day and on the next business day if sent after 6:00 PM eastern time or not on a business day. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof:

To Grantor:

McLean Game Refuge, Inc.
75 Great Pond Road
Simsbury, Connecticut 06070
Attention: Connor Hogan
Email: connor.hogan@mcleancare.org

To Grantee:

Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070
Attention: Maria E. Capriola, MPA, Town Manager
Email: mcapriola@simsbury-ct.gov

11. No Assignment. These Easements are granted solely to Grantee and shall not be assignable, in whole or in part, by Grantee for any reason whatsoever.
12. Amendment. These Easements may not be amended, altered, modified, or extended except by a written instrument signed by Grantee and Grantor.
13. Governing Law. These Easements shall be governed by and construed in accordance with the laws of the State of Connecticut.
14. Severability. If any provision of these Easements shall to any extent be held invalid or unenforceable, the remaining provisions of these Easements shall not be affected thereby.
15. Counterparts. These Easements may be executed in counterparts, all of which together shall constitute one agreement binding Grantor and Grantee, notwithstanding that Grantor and Grantee are not signatories to the original or the same counterpart.

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EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

All real property owned by Grantor as shown on a map entitled “Right of Way Survey, Town of Simsbury, Map Showing Easement Acquired from McLean Game Refuge, Inc. by Town of Simsbury”, Serial No. 1, 2 and 3, dated August, 2020, prepared by GM2 Associates, Inc., 115 Glastonbury Boulevard, Glastonbury, CT.

EXHIBIT B
DEPICTION OF WORK AREA

EXHIBIT C

GRANTOR'S REQUIREMENTS FOR WORK

Grantor and Grantee acknowledge that the Grantor Property and the Work Area are portions of the McLean Game Refuge, a wildlife sanctuary and conservation land. All Work shall be carried out in a manner that avoids any degradation of the conservation values of the McLean Game Refuge, according to the reasonable specifications of Grantor's Game Refuge Director.

EXHIBIT D

GRANTOR'S REQUIREMENTS FOR RESTORATION

Grantor and Grantee acknowledge that the Grantor Property and the Work Area are portions of the McLean Game Refuge, a wildlife sanctuary and conservation land. All restoration of the Work Area shall be carried out in a manner that avoids any degradation of the conservation values of the McLean Game Refuge, according to the reasonable specifications of Grantor's Game Refuge Director. Without limiting the generality of the foregoing, it is specifically provided that, upon completion of the Work, Grantee shall fully reseed the area with the mix of seed set forth below, purchased from Ernst Conservation Seeds, Inc. or another supplier reasonably satisfactory to Grantor's Game Refuge Director, and shall provide Grantor with an equal quantity of the same seed mix used by Grantee for Grantor's use in a second reseeded:

Little Bluestem (*Schizachyrium scoparium*) (must comprise at least 50% of total seed mix)

The remaining 50% must only contain the following species. Up to 3 of the following 9 may be excluded only if limited by availability (however there must be at least one goldenrod species and one aster species)

Early Goldenrod (*Solidago juncea*)

Late Goldenrod (*Solidago altissima*)

Wrinkleleaf Goldenrod (*Solidago rugose*)

Joe Pye Weed (*Eutrochium fistulosum*)

Common Milkweed (*Asclepias syriaca*)

Pennsylvania sedge (*Carex pensylvanica*)

Smooth Aster (*Symphyotrichum leave*)

Calico Aster (*Symphyotrichum lateriflorum*)

New England Aster (*Symphyotrichum novae-angliae*)

GRANT OF EASEMENT FOR HIGHWAY PURPOSES

This GRANT OF EASEMENT FOR HIGHWAY PURPOSES (this “**Easement**”) dated as of the ___ day of _____ 2021, is entered into by and between MCLEAN GAME REFUGE, INC., a Connecticut corporation, with an office at 75 Great Pond Road, Simsbury, Connecticut, 06070, (“**Grantor**”), and THE TOWN OF SIMSBURY, a Connecticut municipality with an office at 933 Hopmeadow Street, Simsbury, Connecticut, 06070 and its successors and assigns, (“**Grantee**”).

WHEREAS, Grantor is the owner of the properties located at Firetown Road (the “**Grantor Property**”), as more particularly described in Exhibit A attached hereto and made a part hereof, and is generally shown on a map entitled “Right of Way Survey, Town of Simsbury, Map Showing Easement Acquired from McLean Game Refuge, Inc. by Town of Simsbury”, dated August, 2020, Serial No. 1, prepared by GM2 Associates, Inc, 115 Glastonbury Boulevard, Glastonbury, CT attached hereto as Exhibit B and labeled as “DEFINED EASEMENT FOR HIGHWAY PURPOSES”, approximately 174 square feet, which Map shall be recorded on the Land Records of the Town of Simsbury.

WHEREAS, Grantee desires to enter upon and use the Grantor Property for the purposes set forth in this Easement.

WHEREAS, Grantee has requested that Grantor enter into this Easement, and Grantor has agreed to enter into this Easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual promises hereinafter made, the parties hereto hereby agree as follows:

1. Easement. Grantor hereby gives, grants, bargains, sells and confirms unto Grantee, its agents, contractors, or representatives, a perpetual non-exclusive easement to enter upon and use the Grantor Property for the sole purpose of accessing, maintaining and repairing the bridge of Firetown Road within the Grantor Property (the “**Work**”), together with all incidental and appurtenant surface and subsurface rights of use and inspection reasonably necessary and appropriate to the Work, and, if necessary, to enter and cross any other property of Grantor adjacent to the Grantor Property from Firetown Road to access the Grantor Property. Grantee shall use commercially reasonable efforts to minimize both the Work within the Grantor Property and the need to access the Grantor Property from Firetown Road. No ownership, leasehold, possessory, or other rights to the Grantor Property shall vest in Grantee by virtue of this Easement, and Grantor hereby reserves all other rights not granted in this Easement.

3. Prohibited Uses. Grantee shall not perform any acts upon or within the Grantor Property except as specifically authorized by this Easement.
4. Additional Requirements. Grantee shall perform and complete the Work in a good, workmanlike, expeditious and lien-free manner, and in accordance with all applicable laws and codes and the requirements of Grantor set forth in Exhibit C and Exhibit D attached hereto and made a part hereof. Notwithstanding the foregoing, in the event that any lien shall be filed against the Grantor Property, Grantee shall procure the full release or discharge of the lien within thirty (30) days either by payment or in such other manner as may be prescribed by law or bond over to the reasonable satisfaction of Grantor and shall hold Grantor harmless from and indemnified against any loss or damage related to the lien. In the event Grantee fails to procure such release or discharge of any such lien within such thirty (30) day period, Grantor may procure such release or discharge of such lien, and Grantee shall reimburse Grantor the costs and expenses of such release or discharge within ten (10) days of Grantor's written request therefor. This provision shall survive the expiration or earlier termination of this Easement.
5. Insurance. Grantee and Grantee's agents, representatives and contractors performing the Work shall at all times maintain, at their sole cost and expense, (i) on an occurrence basis, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 per occurrence for general liability, personal injury and property damage, (ii) worker's compensation insurance as required by all applicable laws, including employers' liability insurance, and (iii) business automobile liability insurance covering all owned, hired, and non-owned vehicles with a limit of not less than \$1,000,000.00 per occurrence, each insuring Grantee, Grantor, and any person or entity with access to the Grantor Property pursuant to this Easement on behalf of Grantee, against any injuries or damages to persons or property that may result from or are related to such parties' respective entry upon the Grantor Property pursuant to this Easement. All such policies shall name Grantor as additional insured, on a primary and non-contributory basis, and shall be issued by companies authorized to issue such policies in the State of Connecticut and shall be issued by an insurance company with an A.M. Best rating of no less than A-VIII. Prior to entering the Grantor Property and beginning performance of the Work, Grantee shall provide evidence of such insurance which states that such policies of insurance cannot be cancelled or terminated without thirty (30) days advance written notice to Grantor.
6. Indemnification. Grantee covenants and agrees that it shall defend, indemnify, and hold harmless Grantor, its agents, representatives, and employees from and against any and all claims for loss or damages arising from Grantee's entrance onto the Grantor Property, the performance of the Work and/or activities performed in the Grantor Property by or on behalf of Grantee pursuant to this Easement. Anything in the foregoing to the contrary notwithstanding, nothing in

this Easement shall be construed to relieve Grantor from responsibility to Grantee for any loss or damage caused to Grantee wholly or in part by the grossly negligent acts of Grantor.

7. Restoration of Premises. Upon completion of any Work, Grantee shall promptly remove all equipment and materials from the Grantor Property and Grantee shall restore the Grantor Property, as nearly as reasonably possible, to the condition it was in prior to Grantee's entry and in all events in accordance with the requirements of Grantor set forth in Exhibit C and Exhibit D attached hereto and made a part hereof.
8. Default. In the event that Grantee breaches any provision of this Easement, and such breach continues for thirty (30) days after written notice thereof from Grantor, Grantor may, in addition to any other rights and remedies available at law or equity, terminate this Easement by written notice to Grantee.
9. Notices. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested in which case it shall be deemed to have been given 48 hours following deposit with the United States Postal Service, (ii) sent by nationally recognized overnight courier in which case it will be deemed to have been given upon delivery, (iii) hand delivered in which case it will be deemed to have been given upon delivery, (iv) sent by e-mail in which case it will be deemed to have been given on the day the message was sent if sent prior to 6:00 PM eastern time on a business day and on the next business day if sent after 6:00 PM eastern time or not on a business day. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof:

To Grantor:

McLean Game Refuge, Inc.
75 Great Pond Road
Simsbury, Connecticut 06070
Attention: Connor Hogan
Email: connor.hogan@mcleancare.org

To Grantee:

Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070
Attention: Maria E. Capriola, MPA, Town Manager
Email: mcapriola@simsbury-ct.gov

11. No Assignment. This Easement is granted solely to Grantee and shall not be assignable, in whole or in part, by Grantee for any reason whatsoever.
12. Amendment. This Easement may not be amended, altered, modified, or extended except by a written instrument signed by Grantee and Grantor.
13. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Connecticut.
14. Severability. If any provision of this Easement shall to any extent be held invalid or unenforceable, the remaining provisions of this Easement shall not be affected thereby.
15. Counterparts. This Easement may be executed in counterparts, all of which together shall constitute one agreement binding Grantor and Grantee, notwithstanding that Grantor and Grantee are not signatories to the original or the same counterpart.
16. Successors and Assigns. The terms, conditions and covenants herein contained shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

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EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

The area delineated as a “Permanent Easement” as shown on a map entitled “Right of Way Survey, Town of Simsbury, Map Showing Easement Acquired from McLean Game Refuge, Inc. by Town of Simsbury”, dated August, 2020, Serial No. 1, prepared by GM2 Associates, Inc, 115 Glastonbury Boulevard, Glastonbury, CT attached hereto as Exhibit B and labeled as “DEFINED EASEMENT FOR HIGHWAY PURPOSES”, approximately 174 square feet, which Map shall be recorded on the Land Records of the Town of Simsbury.

EXHIBIT B

MAP

EXHIBIT C

GRANTOR'S REQUIREMENTS FOR WORK

Grantor and Grantee acknowledge that the Grantor Property is a portion of the McLean Game Refuge, a wildlife sanctuary and conservation land. All Work shall be carried out in a manner that avoids any degradation of the conservation values of the McLean Game Refuge, according to the reasonable specifications of Grantor's Game Refuge Director.

EXHIBIT D

GRANTOR'S REQUIREMENTS FOR RESTORATION

Grantor and Grantee acknowledge that the Grantor Property is a portion of the McLean Game Refuge, a wildlife sanctuary and conservation land. All restoration of the Grantor Property shall be carried out in a manner that avoids any degradation of the conservation values of the McLean Game Refuge, according to the reasonable specifications of Grantor's Game Refuge Director. Without limiting the generality of the foregoing, it is specifically provided that, upon completion of any Work, Grantee shall fully reseed the area with the mix of seed set forth below, purchased from Ernst Conservation Seeds, Inc. or another supplier reasonably satisfactory to Grantor's Game Refuge Director, and shall provide Grantor with an equal quantity of the same seed mix used by Grantee for Grantor's use in a second reseeding:

Little Bluestem (*Schizachyrium scoparium*) (must comprise at least 50% of total seed mix)

The remaining 50% must only contain the following species. Up to 3 of the following 9 may be excluded only if limited by availability (however there must be at least one goldenrod species and one aster species)

Early Goldenrod (*Solidago juncea*)

Late Goldenrod (*Solidago altissima*)

Wrinkleleaf Goldenrod (*Solidago rugose*)

Joe Pye Weed (*Eutrochium fistulosum*)

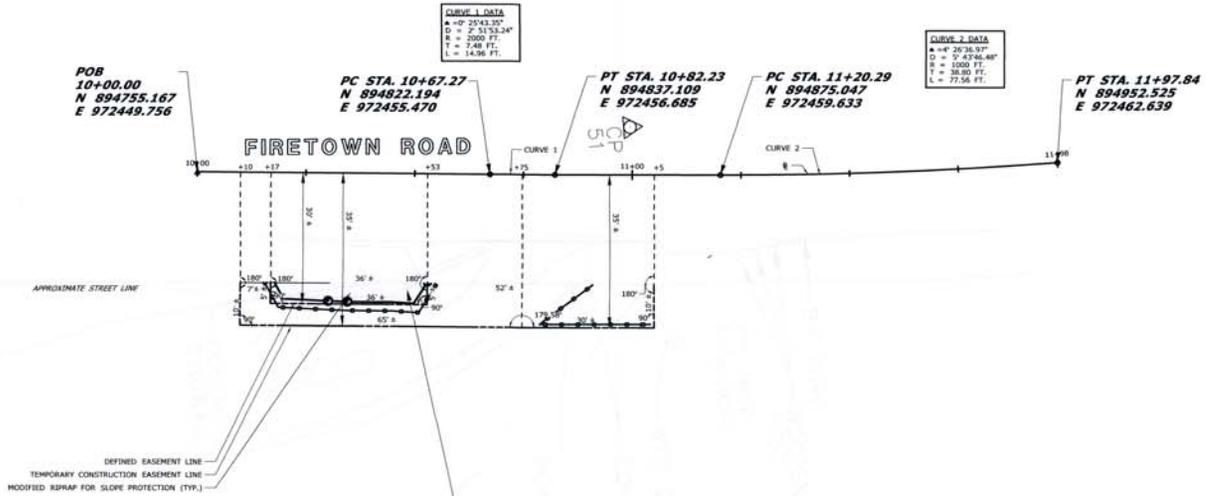
Common Milkweed (*Asclepias syriaca*)

Pennsylvania sedge (*Carex pensylvanica*)

Smooth Aster (*Symphyotrichum leave*)

Calico Aster (*Symphyotrichum lateriflorum*)

New England Aster (*Symphyotrichum novae-angliae*)



CURVE 1 DATA
 Δ = 0° 25' 43.30"
 R = 2113.24'
 L = 2000 FT.
 P = 7.48 FT.
 L = 14.36 FT.

CURVE 2 DATA
 Δ = 4° 20' 36.97"
 R = 5147.8648'
 L = 1000 FT.
 P = 38.90 FT.
 L = 77.56 FT.

POB
 10+00.00
 N 894755.167
 E 972449.756

PC STA. 10+67.27
 N 894822.194
 E 972455.470

PT STA. 10+82.23
 N 894837.109
 E 972456.685

PC STA. 11+20.29
 N 894875.047
 E 972459.633

PT STA. 11+97.84
 N 894952.525
 E 972462.639

NOTES:

1. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON AUGUST 29, 2019. THE TYPE OF SURVEY IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DEPICT THE LIMITS OF PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY.
2. THE FEATURES DEPICTED HEREON ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT, OR AS MAY BE REFERENCED HEREON.
3. THE PROPERTY AND STREET LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSTRUED AS NECESSARILY BEING OBTAINED AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
4. THIS SURVEY IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.
5. CONSTRUCTION EASEMENT WILL BE EXTINGUISHED BY THE FILING OF AN AFFIDAVIT ON THE LAND RECORDS.

MAP REFERENCES

- 1.) "MAP OF PARCEL 9 - LAND OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - GARRET STAIRS ROAD, FIRETOWN ROAD & WESTLEDGE ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED FEBRUARY 1983 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2275)
- 2.) "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - FIRETOWN ROAD - GRANBY & SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED JANUARY 1983, SHEET 1 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2271)
- 3.) "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - BARDOOR HILLS ROAD - GRANBY & SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED JANUARY 1983, SHEET 2 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2272)
- 4.) "FINAL PLAN SHOWING LAND FOR OPEN SPACE - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR. - FIRETOWN ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 11, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1677)
- 5.) "FINAL SUBDIVISION PLAN - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR. - FIRETOWN ROAD, SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 11, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1678)
- 6.) "RE-SUBDIVISION OF LOTS 1 THRU 11, 51 & 52 - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR. - FIRETOWN ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED JUNE 25, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1692)
- 7.) "PROPOSED CROSS CULVERT - FIRETOWN ROAD AT BISSELL BROOK - MAP C-3", SCALE H. 1" = 40', V. 1" = 4', JOB NUMBER 98-02, DATED APRIL 30, 1998 AND PREPARED BY TOWN OF SIMSBURY ENGINEERING DEPARTMENT

MCLEAN GAME REFUGE, INC.
 DEFINED EASEMENT FOR HIGHWAY PURPOSES.
 AREA = 174 ± SQ. FT.

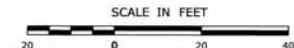
CONSTRUCTION EASEMENT FOR THE PURPOSE OF PRESERVATION OF BRIDGE NO. 04549 FIRETOWN ROAD OVER BISSELL BROOK REQUIRED. EASEMENT IS LIMITED TO CONSTRUCTION ACCESS, TEMPORARY STORAGE OF MATERIALS, PLACEMENT OF EQUIPMENT AND TEMPORARY SEDIMENTATION CONTROL SYSTEM. EASEMENT TAKEN UNDER THIS PARAGRAPH WILL BE RESTORED BY REMOVAL OF ALL TEMPORARY APPURTENANCES AND BY GRADING/SEEDING AND INSTALLING RIPRAP SLOPE PROTECTION IN ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE PROJECT, UNLESS SOONER EXTINGUISHED BY THE TOWN.
 AREA = 760 ± SQ. FT.

THIS MAP PRODUCED BY ORIGINAL INK DRAWING ON POLY FILM OR LINEN GM2 ASSOCIATES, INC.

NOTES

1. SURVEY BY TOTAL STATION BETWEEN THE DATES OF APRIL 3 AND APRIL 10, 2019.
2. HORIZONTAL DATUM BASED ON CT STATE PLANE COORDINATE SYSTEM, NAD83, AS ESTABLISHED BY NETWORK-CORRECTED RTK GPS.
3. VERTICAL DATUM BASED ON NAVD 88, AS ESTABLISHED BY NETWORK CORRECTED RTK GPS.

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



DATE	REVISION	REQ. BY

Christopher R. Sedgwick LS #70486
 VOID WITHOUT LIVE SIGNATURE AND EMBOSSED SEAL
 TOWN NO. 128
 PROJECT NO. N/A
 SERIAL NO. 1 TITLE MANAGER - SURVEY OPERATIONS
 SHEET 1 OF 1 DATE March 1, 2021

DRAWN BY JFS
 DATE 08-2020
 CHECKED BY PMB
 DATE 08-2020

RIGHT OF WAY SURVEY
TOWN OF SIMSBURY
 MAP SHOWING EASEMENT ACQUIRED FROM
MCLEAN GAME REFUGE, INC.
 BY
TOWN OF SIMSBURY
 PRESERVATION OF BRIDGE NO. 04549
 FIRETOWN ROAD OVER BISSELL BROOK
 SCALE 1" = 20' AUGUST 2020
 ERIC WELLMAN
 FIRST SELECTMAN, TOWN OF SIMSBURY

MCLEAN GAME REFUGE, INC.

CONSTRUCTION EASEMENT FOR THE PURPOSE OF PRESERVATION OF BRIDGE NO. 04549
 FIRETOWN ROAD OVER UNNAMED BROOK REQUIRED. EASEMENT IS LIMITED TO
 CONSTRUCTION ACCESS, TEMPORARY STORAGE OF MATERIALS, PLACEMENT OF EQUIPMENT
 AND TEMPORARY SEDIMENTATION CONTROL SYSTEM. EASEMENT TAKEN UNDER THIS
 PARAGRAPH WILL BE RESTORED BY REMOVAL OF ALL TEMPORARY APPURTENANCES AND BY
 GRADING/SEEDING AND INSTALLING RIPRAP SLOPE PROTECTION IN ANY DISTURBED AREAS.
 SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE
 PROJECT, UNLESS SOONER EXTINGUISHED BY THE TOWN.
 AREA = 185 ± SQ. FT.

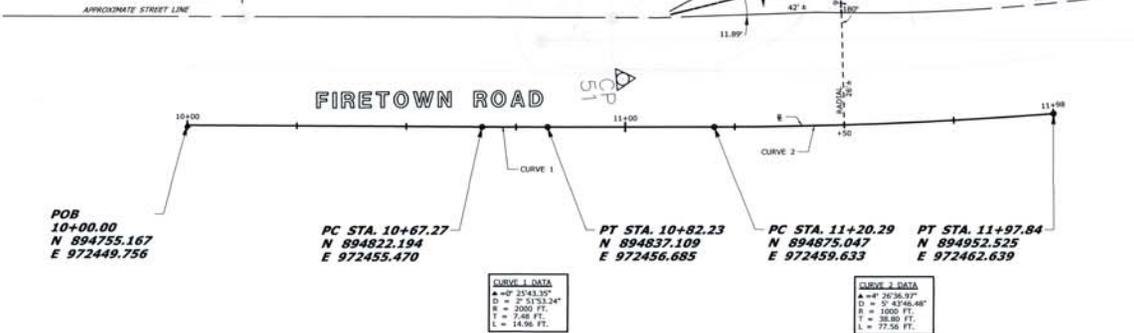


N/F
 BARBARA J. LUNDBURG
 VOL. 684 PAGE 313

N/F
 ZBIGNIEW & HALINA POETEK
 VOL. 887 PAGE 782

N/F
 SIMSBURY LAND
 CONSERVATION TRUST, INC.
 VOL. 257 PAGE 724

N/F
 MCLEAN GAME REFUGE, INC.
 VOL. 767 PAGE 771



POB
 10+00.00
 N 894755.167
 E 972449.756

PC STA. 10+67.27
 N 894822.194
 E 972455.470

PT STA. 10+82.23
 N 894837.109
 E 972456.685

PC STA. 11+20.29
 N 894875.047
 E 972459.633

PT STA. 11+97.84
 N 894952.525
 E 972462.639

CURVE 1 DATA
 Δ = 2°43.37'
 D = 2'51.53.24"
 T = 7.48 FT.
 L = 14.96 FT.

CURVE 2 DATA
 Δ = 20°36.37'
 D = 5'43.96.48"
 T = 10.00 FT.
 L = 35.80 FT.
 L = 77.56 FT.

NOTES:

- THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON AUGUST 29, 2019. THE TYPE OF SURVEY IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DEPICT THE LIMITS OF PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY.
- THE FEATURES DEPICTED HEREON ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT, OR AS MAY BE REFERENCED HEREON.
- THE PROPERTY AND STREET LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSTRUED AS NECESSARILY BEING OBTAINED AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
- THIS SURVEY IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.
- CONSTRUCTION EASEMENT WILL BE EXTINGUISHED BY THE FILING OF AN AFFIDAVIT ON THE LAND RECORDS.

THIS MAP PRODUCED BY
 ORIGINAL INK DRAWING
 ON POLY FILM OR LINEN
 GMI ASSOCIATES, INC.

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

SCALE IN FEET

DATE	REVISION	REQ. BY

Christopher R. Sedgwick
 VOID WITHOUT LIVE SIGNATURE AND EMBOSSED SEAL LS #70486
 TOWN NO. 128
 PROJECT NO. _____
 SERIAL NO. 2 TITLE MANAGER - SURVEY OPERATIONS
 SHEET 1 OF 1 DATE Mark 2, 2021

DRAWN BY JFS
 DATE 08-2020
 CHECKED BY PMS
 DATE 08-2020

MAP REFERENCES

- "MAP OF PARCEL 9 - LAND OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. MCLEAN - GARRET STAIRS ROAD, FIRETOWN ROAD & WESTLEDGE ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED FEBRUARY 1983 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2275)
- "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. MCLEAN - FIRETOWN ROAD - GRANBY & SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED JANUARY 1983, SHEET 1 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2271)
- "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. MCLEAN - BARNDOOR HILLS ROAD - GRANBY & SIMSBURY, CONNECTICUT", SCALE 1" = 200', DATED JANUARY 1983, SHEET 2 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2272)
- "FINAL PLAN SHOWING LAND FOR OPEN SPACE - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR - FIRETOWN ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 11, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1677)
- "FINAL SUBDIVISION PLAN - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR. - FIRETOWN ROAD, SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 11, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1678)
- "RE-SUBDIVISION OF LOTS 1 THRU 11, 51 & 52 - NORTHGATE - PROPERTY OF - JOSEPH W. FERRIGNO, JR. - FIRETOWN ROAD - SIMSBURY, CONNECTICUT", SCALE 1" = 100', DATED JUNE 25, 1974 AND PREPARED BY SANDERSON & WASHBURN (S.L.R. 1692)
- "PROPOSED CROSS CULVERT - FIRETOWN ROAD AT BISSELL BROOK - MAP C-3", SCALE H. 1" = 40', V. 1" = 4', JOB NUMBER 98-02, DATED APRIL 30, 1998 AND PREPARED BY TOWN OF SIMSBURY ENGINEERING DEPARTMENT

RIGHT OF WAY SURVEY

TOWN OF SIMSBURY
 MAP SHOWING EASEMENT ACQUIRED FROM
MCLEAN GAME REFUGE, INC.
 BY
TOWN OF SIMSBURY

PRESERVATION OF BRIDGE NO. 04549
 FIRETOWN ROAD OVER BISSELL BROOK
 SCALE 1" = 20'
 AUGUST 2020
 ERIC WELLMAN
 FIRST SELECTMAN, TOWN OF SIMSBURY

POB STA. 20+00.00
N 894510.577
E 979099.556

PC STA. 20+64.07
N 894573.125
E 979085.689

CURVE #1
Delta = 7° 20'32.84"
D = 117' 27'32.86"
T = 15.03
L = 30.54
R = 1000.00
PI N 894087.79
PE E 979082.44

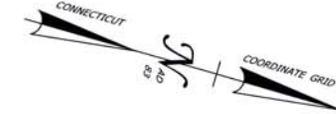
PT STA. 20+94.11
N 894602.241
E 979078.310

PC STA. 21+94.73
N 894698.992
E 979050.673

CURVE #2
Delta = 0° 45'47.00"
D = 57' 45'46.48"
T = 6.56
L = 13.32
R = 1000.00
PI N 894705.39
PE E 979048.54

PT STA. 22+08.05
N 894711.773
E 979046.930

POE STA. 22+40.00
N 894742.378
E 979037.745

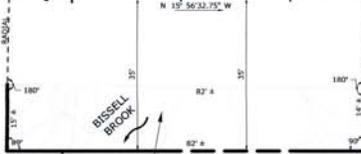


APPROXIMATE STREET LINE

TEMPORARY CONSTRUCTION EASEMENT LINE

APPROXIMATE STREET LINE

BARNDOR HILLS ROAD



CP-1

N/F
MCLEAN GAME REFUGE, INC.
VOL. 767 PAGE 771

MCLEAN GAME REFUGE, INC.

CONSTRUCTION EASEMENT FOR THE PURPOSE OF PRESERVATION OF BRIDGE NO. 04550 BARNDOR HILLS ROAD OVER BISSELL BROOK REQUIRED. EASEMENT IS LIMITED TO CONSTRUCTION ACCESS, TEMPORARY STORAGE OF MATERIALS, PLACEMENT OF EQUIPMENT AND TEMPORARY SEDIMENTATION CONTROL SYSTEM. EASEMENT TAKEN UNDER THIS PARAGRAPH WILL BE RESTORED BY REMOVAL OF ALL TEMPORARY APPURTENANCES AND BY GRADING/SEEDING AND INSTALLING RIPRAP SLOPE PROTECTION IN ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE PROJECT, UNLESS SOONER EXTINGUISHED BY THE TOWN.
AREA = 1209 ± SQ. FT.

- MAP REFERENCES**
- 1.) "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - FIRETOWN ROAD - GRANBY & SIMSBURY, CONNECTICUT"; SCALE 1" = 200', DATED JANUARY 1983, SHEET 1 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2271)
 - 2.) "MAP OF PARCEL 5 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - BARNDOR HILLS ROAD - GRANBY & SIMSBURY, CONNECTICUT"; SCALE 1" = 200', DATED JANUARY 1983, SHEET 2 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2272)
 - 3.) "MAP OF PARCEL 1 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - SIMSBURY ROAD, HOLCOMB STREET & BARNDOR HILLS ROAD - GRANBY & SIMSBURY CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 1979, SHEET 1 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2268)
 - 4.) "MAP OF PARCEL 1 - OWNED BY - TRUSTEES OF THE ESTATE OF GEORGE P. McLEAN - SIMSBURY ROAD, HOLCOMB STREET & BARN DOOR HILLS ROAD - GRANBY & SIMSBURY CONNECTICUT", SCALE 1" = 100', DATED FEBRUARY 1979, SHEET 2 OF 2 AND PREPARED BY HODGE SURVEYING ASSOCIATES, P.C. (S.L.R. 2269)

NOTES:

1. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON AUGUST 29, 2019. THE TYPE OF SURVEY IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DEPICT THE LIMITS OF PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY.
2. THE FEATURES DEPICTED HEREON ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT, OR AS MAY BE REFERENCED HEREON.
3. THE PROPERTY AND STREET LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSTRUED AS NECESSARILY BEING OBTAINED AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
4. THIS SURVEY IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.
5. CONSTRUCTION EASEMENT WILL BE EXTINGUISHED BY THE FILING OF AN AFFIDAVIT ON THE LAND RECORDS.

THIS MAP PRODUCED BY ORIGINAL INK DRAWING ON POLY FILM OR LINEN GM2 ASSOCIATES, INC.

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

SCALE IN FEET



Christopher R. Sedgwick
LS #70486

VOID WITHOUT LIVE SIGNATURE AND EMBOSSED SEAL

DATE	REVISION	REQ. BY

TOWN NO. 128

PROJECT NO. -

SERIAL NO. 3

SHEET 1 OF 1

CHRISTOPHER R. SEDGWICK, L.S.

TITLE MANAGER - SURVEY OPERATIONS

DATE March 2, 2021

DRAWN BY	JFS
DATE	08-2020
CHECKED BY	PMB
DATE	08-2020

RIGHT OF WAY SURVEY

TOWN OF SIMSBURY
MAP SHOWING EASEMENT ACQUIRED FROM
MCLEAN GAME REFUGE, INC.

BY
TOWN OF SIMSBURY

PRESERVATION OF BRIDGE NO. 04550
BARNDOR HILLS ROAD OVER BISSELL BROOK
SCALE 1" = 20' AUGUST 2020

ERIC WELLMAN
FIRST SELECTMAN, TOWN OF SIMSBURY

ATTACHMENT A

WAIVER OF COMPENSATION & APPRAISAL

Whereas, **McLean Game Refuge, Inc.** is the owner of certain real property (Parcel ID A02-203-025) situated in the Town of Simsbury, County of Hartford, and State of Connecticut, upon which the **Town of Simsbury** (Town) proposes a Temporary Easement for the purpose of rehabilitating the bridge carrying Firetown Road over an unnamed tributary of Bissel Brook, a/k/a the Steven A. Paine Brook. Said Temporary Easement will be as shown in the attached property map and consists of approximately 190 square feet to the west side of Firetown Road.

Whereas, **McLean Game Refuge, Inc.** is agreeable to grant said Temporary Easement;
and

Whereas, **McLean Game Refuge, Inc.** has been informed of its right to an appraisal and the right to receive any and all just monetary compensation for said Temporary Easement;

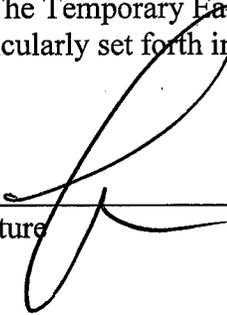
Now Therefore, **McLean Game Refuge, Inc.** hereby waives the right to an appraisal and the right to any and all just monetary compensation for said real property acquisition of a Temporary Easement located on the west side of Firetown Road adjacent to the bridge over the unnamed tributary of Bissell Brook, a/k/a the Steven A. Paine Brook.

The exact limits of the Temporary Easement will be depicted on a property map to be filed on the Town of Simsbury Land Records.

The undersigned agrees to convey the above-described property right by instrument at closing. The Temporary Easement will be extinguished upon the completion of construction, as more particularly set forth in the Temporary Easement.

By: _____

Signature



Date: _____

5/27/21

McLean Game Refuge, Inc.

ATTACHMENT A

WAIVER OF COMPENSATION & APPRAISAL

Whereas, **McLean Game Refuge, Inc.** is the owner of certain real property (Parcel ID C02-202-001) situated in the Town of Simsbury, County of Hartford, and State of Connecticut, upon which the **Town of Simsbury** (“**Town**”) proposes a Temporary Easement and a Grant of Easement for Highway Purposes (“**Permanent Easement**”) for the purpose of rehabilitating the bridge carrying Firetown Road over an unnamed tributary of Bissell Brook, a/k/a the Steven A. Paine Brook, as more particularly set forth in the Temporary Easement and Permanent Easement. Said Temporary Easement will be as shown in the attached property map and consists of approximately 760 square feet to the east side of Firetown Road. Said Permanent Easement will be as shown in the attached property map and consists of approximately 175 square feet to the east side of Firetown Road.

Whereas, **McLean Game Refuge, Inc.** is agreeable to grant said Temporary Easement and Permanent Easement; and

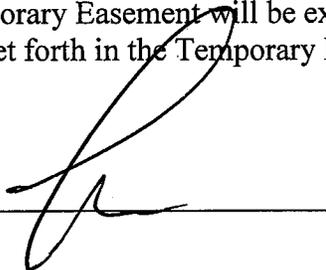
Whereas, **McLean Game Refuge, Inc.** has been informed of its right to an appraisal and the right to receive any and all just monetary compensation for said Temporary Easement and Permanent Easement;

Now Therefore, **McLean Game Refuge, Inc.** hereby waives the right to an appraisal and the right to any and all just monetary compensation for said real property acquisition of a Temporary Easement and Permanent Easement located on the east side of Firetown Road adjacent to the bridge over the unnamed tributary of Bissell Brook, a/k/a the Steven A. Paine Brook.

The exact limits of the Temporary Easement and Permanent Easement will be depicted on a property map to be filed on the Town of Simsbury Land Records.

The undersigned agrees to convey the above-described property right by instrument at closing. The Temporary Easement will be extinguished upon the completion of construction, as more particularly set forth in the Temporary Easement.

By: _____
Signature



Date: 5/27/21

McLean Game Refuge, Inc.

ATTACHMENT A

WAIVER OF COMPENSATION & APPRAISAL

Whereas, **McLean Game Refuge, Inc.** is the owner of certain real property (Parcel ID E02-201-002) situated in the Town of Simsbury, County of Hartford, and State of Connecticut, upon which the **Town of Simsbury** (Town) proposes a Temporary Easement for the purpose of rehabilitating the bridge carrying Barndoor Hills Road over Bissell Brook. Said Temporary Easement will be as shown in the attached property map and approximately 1210 square feet to the east side of Barndoor Hills Road.

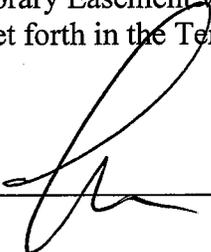
Whereas, **McLean Game Refuge, Inc.** is agreeable to grant said Temporary Easement; and

Whereas, **McLean Game Refuge, Inc.** has been informed of its right to an appraisal and the right to receive any and all just monetary compensation for said Temporary Easement;

Now Therefore, **McLean Game Refuge, Inc.** hereby waives the right to an appraisal and the right to any and all just monetary compensation for said real property acquisition of a Temporary Easement located on the east side of Barndoor Hills Road adjacent to the bridge over Bissell Brook.

The exact limits of the Temporary Construction Easement will be depicted on a property map to be filed on the Town of Simsbury Land Records.

The undersigned agrees to convey the above-described property right by instrument at closing. The Temporary Easement will be extinguished upon the completion of construction, as more particularly set forth in the Temporary Easement.

By: _____ Date: 5/27/21
Signature 

McLean Game Refuge, Inc.



Town of Simsbury

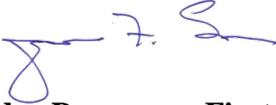
933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Jerome F. Shea - Town Engineer

MEMORANDUM

To: Maria E. Capriola, Town Manager

From: Jerome F. Shea, Town Engineer 

Subject: **Status Report - State Local Bridge Program – Firetown Road Bridge Over unnamed brook / Barndoor Hills Road Bridge Over Bissell Brook**

Date: June 24, 2021

This status report is a summary of activity to date on this project to provide some history since the project was initiated back in January 2018. Funding for our Bridge Improvement Program was approved and appropriated as part of our capital budget in two separate capital budget requests in FY 2015 (\$115,000) and in FY 2018 (\$805,000). This funding provided a fund to complete preliminary studies and initiate design activities for some of the bridges identified in the capital requests and to provide a local match for grant opportunities under the State Local Bridge Program. Grant applications under the Local Bridge Program were submitted for consideration to DOT for the bridges on Firetown Road and Barndoor Hills Road in February of 2018. A Commitment to Fund letter the project was received from DOT in September of 2018 to cover 50% of the project costs. The commitment to fund also required both projects to be combined into a single project to meet a minimum project funding criteria under the program.

A design consultant was commissioned to prepare the necessary design documents and obtain the required permits for the project in January 2019. The design and permitting for the project was completed in November 2020 and the consultant identified the need for both temporary construction easements and a permanent highway easement to construct the project. We have been working closely with the property owner, McLean Game Refuge Inc., to finalize the easements required for the project. The property owner has agreed to provide these easements for the project at no cost. The easement document have been finalized and we are requesting authorization for the Town Manager to execute these easements at the June 28, 2021 Board of Selectman meeting.

The next step in the grant process is to submit a supplemental grant application to DOT with final plans, updated cost estimates and evidence that easements have been obtained for the project. Costs for the project have increased since our initial grant application from \$728,000 to \$806,100. We expect that the supplemental application will be approved and a grant agreement will be provided by DOT for execution. I also can confirm that there are sufficient local matching funds available from our capital funds for bridge improvements based on the current project cost estimate. After execution of the agreement, the project can be advertised for bids. We anticipate this will occur in late 2021 or early 2022.

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

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

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of and Supplemental Appropriation for state Department of Agriculture Funds for Meadowood Acquisition

2. **Date of Board Meeting:** June 28, 2021

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen needs to accept and appropriate the state Department of Agriculture funds to the capital project established for the acquisition of Meadowood. Therefore, the following motions are in order:

Move, effective June 28, 2021, to accept approximately \$877,500 from the state Department of Agriculture and/or the Trust for Public Land to be applied towards the acquisition of Meadowood. Further move to authorize Town Manager Maria E. Capriola to execute all documents related to accepting these funds.

Further move, to approve the supplemental appropriation for the Meadowood purchase as presented and recommend its approval to the Board of Finance.

5. **Summary of Submission:**
The state of Connecticut Department of Agriculture has committed approximately \$877,500 towards the Meadowood acquisition. The state will purchase the development rights to 117 acres of the land, permanently restricting it to agriculture use only². This transaction represents 117 acres of the 288 acre Meadowood property. The State of Connecticut will not allow any division or subdivision of the 117 acres and states that the property must be conveyed as one farm.

The Trust for Public Land was the applicant for the funds. As we work towards closing, the state Department of Agriculture has agreed that the Town can be the recipient of the funds. Therefore, since the Town will directly receive the funds a supplemental appropriation of approximately \$877,500 to the capital project is needed. This will be reviewed by the Board of Finance at their July 20th meeting.

The attached agreement will be executed between TPL and the state Department of Agriculture.

² One exception is that one single family residence would be permitted, not to exceed 2,400sqft, for persons incidental to the farm.

6. Financial Impact:

The state has committed to pay \$7,500 per acre for the 117 acres of Meadowood dedicated for agricultural purposes, for an estimated total of \$877,500. This award will not affect the Town's planned financial contribution to the acquisition.

7. Description of Documents Included with Submission:

a) Letter from State of Connecticut Department of Agriculture, dated June 2, 2021



Bryan P. Hurlburt
Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF AGRICULTURE
Office of the Commissioner



860-713-2507
www.CTGrown.gov

Walker Holmes
Trust for Public Land
101 Whitney Avenue, 2nd Floor
New Haven, CT 06510

Offer Agreement for the Purchase of Development Rights (“PDR”)
Meadowood Farm, Simsbury, CT
117± total acres out of 288± total acres owned

Dear Ms. Holmes:

The Department of Agriculture (“Department”) desires to purchase from the Trust for Public Land, pursuant to the provisions and purposes of Section 22-26nn of the General Statutes of Connecticut, development rights to 117 acres of land, more or less, (the “Premises”), situated on the southwesterly side of County Road, and on the northerly side of Hoskins Road in the Town of Simsbury, Connecticut, and referenced in the attached Property Description of Development Rights acreage, which is incorporated herein as Schedule A, and illustrated in the Property Sketch, which is incorporated herein as Schedule B.

The 117± acres (hereinafter the “Premises”) shall be restricted as follows:

The Premises shall be permanently restricted to agricultural use only. No residences shall be built on the Premises, except one single-family residence not to exceed 2,400 square feet in living area for landowners, immediate family members, and/or persons incidental to the farm. A Farmstead Envelope of four acres shall be designated to contain said single-family residence. Agricultural structures may also be constructed within the Farmstead Envelope, subject to impact limitations and approvals, or built outside said area subject to special conditions and approvals.

In the aggregate, impacts to prime farmland soils shall not exceed up to five percent (5%) of the prime farmland soils on the Premises, and, in the aggregate, impervious surface shall not exceed up to five percent (5%) of the total Premises. Construction of any/all structures on the Premises shall be subject to prior notice to, and approval from, the Connecticut Department of Agriculture.

Agricultural practices shall be in accordance with a conservation plan, prepared by the U.S. Department of Agriculture’s Natural Resources Conservation Service, and approved by the Department of Agriculture.

No division or subdivision of the 117± acre Premises shall be allowed, and the Premises must be conveyed in its entirety (i.e. all 117± acres) as one farm.

It is expressly understood and agreed that this offer is conditioned upon the following:

1. The completion of an accurate Class A-2 survey (hereinafter Survey), to be provided to the Connecticut Department of Agriculture.
2. An adjustment in the sum offered to the extent necessary to reflect any acreage differences disclosed by the Survey, including adjustment for any areas of contested title or encroachment from neighboring properties.
3. Your ability to convey to the State of Connecticut marketable title to such development rights as prescribed under Chapter 422a of the Connecticut General Statutes, free of any encumbrances which may affect such conveyance. The purchasers at their sole discretion may reduce the acreage of the Premises that is subject to the purchase of development rights to exclude any encroachments or areas subject to boundary line disputes revealed by said Survey.
4. The approvals required for the purchase of land or rights under State statute, regulations, or procedures, and final document approval by the Office of the Attorney General.
5. That this Agreement be signed and returned to the Department within forty-five (45) days of the date you receive this Agreement, otherwise this Offer Agreement will lapse and be of no further force and effect except that it may be extended at the discretion of the Commissioner of Agriculture.
6. That a closing date for the purchase of development rights shall occur within sixty (60) days after all conditions in this agreement are met, which it is contemplated by all parties will occur within six months from the date of execution of this Offer Agreement.
7. Included as part of this agreement are the attached Schedule A-Property Description of Development Rights Acreage, and Schedule B-Property Map.
8. The conveyance deed shall contain such provisions as the Commissioner of Agriculture deems necessary to fulfill the purposes of Chapter 422a of the Connecticut General Statutes and consistent with the laws of the State.
9. The execution of an Agricultural Conservation Easement Baseline Documentation Report (“BDR”), to be completed by the Department, prior to the closing of the conveyance deed.

All factors affecting the value of the Meadowood Farm, Simsbury property and of the development rights have been carefully evaluated. Based upon this appraisal, we hereby offer you the sum of:

\$ 7,500/acre for 117.0± acres, for an estimated total of \$ 877,500
which sum represents the value of the development rights of the property.

Signed:

CONNECTICUT DEPARTMENT OF AGRICULTURE



Bryan P. Hunlbert, Commissioner

6/2/2021

Date

All factors affecting the value of the Meadowood Farm, Simsbury property and of the development rights have been carefully evaluated. Based upon this appraisal, we hereby offer you the sum of:

\$ 7,500/acre for 117.0± acres, for an estimated total of \$ 877,500
which sum represents the value of the development rights of the property.

Signed:

TRUST FOR PUBLIC LAND, INC.

C. Walker Holmes, Connecticut State Director

Date

SCHEDULE A
PROPERTY DESCRIPTION OF DEVELOPMENT RIGHTS ACREAGE

Meadowood Farm, Simsbury, CT
(117± acres in PDR out of 288± owned)

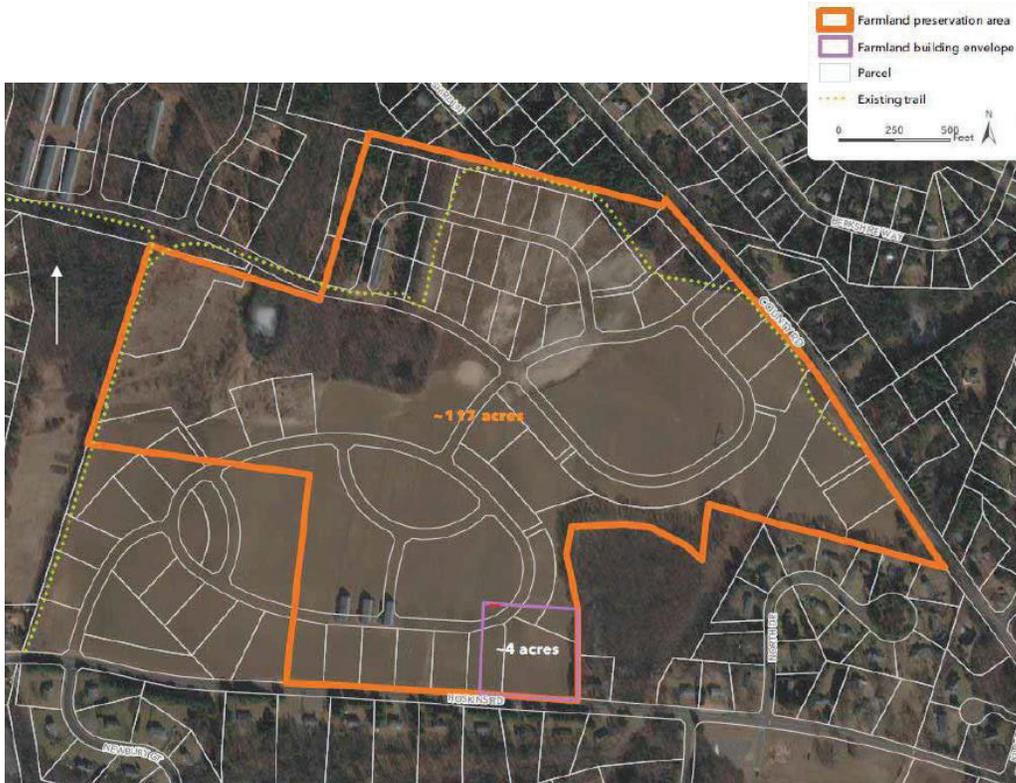
All that certain land containing 117.0± acres on the general southwesterly side of County Road and the general northerly side of Hoskins Road in the Town of Simsbury, Hartford County, Connecticut. and being all or a portion of the premises described in **volume 861, page 112**, and **volume 472, page 331** of the Simsbury Land Records.

Reference is hereby made to the approved Meadowood subdivision plan, file # 4084-4092 in the Town of Simsbury Registry.

See also the Property Sketch attached hereto as Schedule B.

SCHEDULE B PROPERTY SKETCH

Meadowood Farm, Simsbury, CT
(117± acres in PDR out of 288± owned)



- Soil Rating Polygons**
- Not prime farmland
 - All areas are prime farmland
 - Prime farmland if drained
 - Prime farmland if irrigated and drained
 - Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
 - Farmland of statewide importance



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Referral to the Planning Commission Pursuant to CGS 8-24 for the Release of Existing Conservation Easements Associated with the Approval for the Meadowood Development

2. **Date of Board Meeting:** June 28, 2021

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
Procedurally, the Board of Selectmen needs to refer this item to the Planning Commission in order for the Meadowood acquisition to continue. Therefore, the following motion is in order:

Move, effective June 28, 2021, pursuant to CGS 8-24 to refer to the Planning Commission the release of existing Conservation Easements associated with the Meadowood subdivision approval.

5. **Summary of Submission:**
The approval of the Meadowood subdivision called for portions of the property to be set aside as open space. A copy of the approved subdivision layout with the areas of open space is attached to this correspondence.

Pursuant to Connecticut General Statute 8-24, the legislative body must forward to the Planning Commission a copy of any plans for the sale, lease, or purchase of property by the town. The Planning Commission is required to report to the legislative body with an advisory opinion on whether the proposed actions are considered consistent with the goals and objectives from the Plan of Conservation and Development.

In order to proceed with the release of the existing conservation easements associated with the Meadowood subdivision approval, this referral to the Planning Commission is required. It is the intent of the Town to replace the existing subdivision conservation easements with new conservation easements consistent with the Town's acquisition of the property largely for cultural/historical, open space, and agricultural purposes. Additionally, receipt of state and federal dollars towards the acquisition will result in the need for new conservation easements to be placed on the property.

6. **Financial Impact:**
None

7. Description of Documents Included with Submission:

- a) Open Space Plan for Meadowood Approval



- LEGEND**
- Existing Town Open Space
 - Proposed Permanent Open Space To Be Conveyed to Town
 - Proposed Permanent Open Space To Be Purchased By Town
 - Proposed Permanent Private Open Space

Silver Reed Associates, Inc. • Owner
 Griffin Land • Project Manager
 Hillier/Caplan Inc. • Master Plan/ Landscape Architect
 P.A. Harkness & Associates, Inc. • Registered Professional
 Robert V. Pihl & Associates • Registered Designer

Master Site Plan and Subdivision Approval
Meadowood
 Settlement Plan Submission
 Simsbury, Connecticut

Professional Seal

Certificate of Approval
 Requested for the _____ Contribution
 to _____
 We hereby certify that on _____
 the _____ Committee of Simsbury
 Connecticut approved this plan for the
 _____ Contribution.
 Chairman: _____
 Secretary: _____
 Requested for filing on: _____
 by: _____ (Town Clerk)

Scale: 1" = 300'-0"
 Date: 06-02-00
 Revs: 05-30-07

Sheet Title
**Open Space
 Context**

Sheet No. **1.5**



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Schedule a Public Hearing for Release of Existing Conservation Easements and Acceptance of New Conservation Easements for Meadowood
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
Procedurally, the Board of Selectmen needs to hold a public hearing on the release of the existing Meadowood conservation easements in order for the Meadowood acquisition to continue. Therefore, the following motion is in order:

Move, effective June 28, 2021, to set a public hearing to receive public comment on the release of existing conservation easements and acceptance of new conservation easements for the Meadowood property for 5:30pm on Thursday, July 15, 2021.
5. **Summary of Submission:**
In order for the Meadowood acquisition to be completed, there are existing conservation easements which were conditions of approval from the Meadowood application which need to be released by the Town.

As per the Meadowood subdivision approval, there are areas which were deeded to the town for conservation purposes. These easements were filed/executed by the current land owner as per conditions of the stipulated judgement. In order for the acquisition to be completed, the areas which are currently protected by conservation easements (from the subdivision approval) in favor of the Town of Simsbury must be released.

In order for lands subject to conservation easements/open space to be sold or released, state statute requires the legislative body of a community to hold a public hearing. Although the action will not result in additional building lots, the release of these easements triggers a public hearing. It is recommended that the Board of Selectmen hold the public hearing after the Planning Commission has completed its 8-24 referral on the topic, which is anticipated for July 13th. A special meeting of the Board of Selectmen will be held on July 15th at 5:30pm to accommodate the public hearing and any additional or related Meadowood items.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Meadowood Open Space Plan



- LEGEND**
- Existing Town Open Space
 - Proposed Permanent Open Space To Be Conveyed to Town
 - Proposed Permanent Open Space To Be Purchased By Town
 - Proposed Permanent Private Open Space

Silver Reed Associates, Inc. • Owner
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 Robert V. Pihl & Associates • Landscape Designer

Master Site Plan and Subdivision Approval
Meadowood
 Settlement Plan Submission
 Simsbury, Connecticut

Professional Seal

Certificate of Approval
 Requested for the _____ Contribution
 to _____
 We hereby certify that on _____
 the _____ Committee of Simsbury
 Connecticut approved this plan for the
 _____ Contribution.
 Chairman: _____
 Secretary: _____
 Requested for filing on: _____
 by: _____ (Town Clerk)
 In accordance with the Connecticut
 General Statutes, _____
 all work in connection with this
 approval must be compatible
 with _____.

Scale: 1" = 300'-0"
 Date: 06-02-00
 Revs: 05-30-07

Sheet Title
**Open Space
 Context**

Sheet No. **1.5**



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

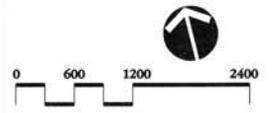
1. **Title of Submission:** Authorization for the Town Manager to Sign as Co-Applicant for the Meadowood Resubdivision Application
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
Procedurally, the Board of Selectmen needs to refer this item to the Planning Commission in order for the Meadowood acquisition to continue. Therefore, the following motion is in order:

Move, effective June 28, 2021, the Town Manager is authorized to sign the Meadowood Resubdivision application on behalf of the Town as co-applicant.

5. **Summary of Submission:**
The current Meadowood subdivision divides the 286.58 acre property into the existing building lots, 24.1 acres of associated roadway and 70.38 acres of dedicated open space. The resubdivision plan submitted by the Trust for Public Land eliminates all building lots, the associated roadways and the existing dedicated open space and replaces it with six lots and 260 acres of dedicated open space. The lot configuration is intended to match the open space areas for the DEEP and Farmland Preservation Grants, the conveyance of one lot to a private party and the 24.7 acres of land to be set aside for future municipal use. The resubdivision is required to allow the Town to accept the grant funding and subsequently acquire the Property as 260 acres of open space conservation land and the one 24.7 acre lot for future municipal use. Including the Town as co-applicant streamlines the Planning Commission application process
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Open Space Plan for Meadowood Approval



- LEGEND**
- Existing Town Open Space
 - Proposed Permanent Open Space To Be Conveyed to Town
 - Proposed Permanent Open Space To Be Purchased By Town
 - Proposed Permanent Private Open Space



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Master Site Plan and Subdivision Approval
Meadowood
 Settlement Plan Submission
 Simsbury, Connecticut

Professional Seal

Certificate of Approval
 Requested for the _____ Certificate
 No. _____
 We hereby certify that on _____
 the _____ Commission of Simsbury
 Connecticut approved this plan for the
 _____ Certificate.
 Chairman: _____
 Secretary: _____
 Requested for filing on: _____
 by: _____ (Plan Clerk)
 In accordance with the Connecticut
 General Statutes,
 all work in connection with this
 approval must be compatible
 with _____

Scale: 1" = 300'-0"
 Date: 06-02-00
 Revs: 05-30-07

Sheet Title
**Open Space
 Context**

Sheet No. **1.5**



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Amendments to Historic District Commission Ordinance (Chapter 25)
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development *Maia E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed amendments to the Historic District Commission Ordinance, the following motion is in order:

Move, effective June 28, 2021, to adopt the proposed revisions to Chapter 25 of the Simsbury Code of Ordinances, Historic Commission as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published.

5. **Summary of Submission:**
A Public Hearing was held on June 14, 2021 for the proposed amendments. A review by staff has been recently completed which identified some areas of the current code that need updates to either conform to statute or other town codes (such as the purchasing policy and gift ordinance). One substantive proposed change is for our ordinance to mirror the state statute in regards to membership residency requirements. State statute is less restrictive than our ordinance; the Town has struggled over the years with maintaining membership and achieving quorums for the Commission due to the more restrictive residency requirements written in our Town Code. Another proposed change was to reduce the quorum requirement to having three members present (as opposed to four), or a simple majority.

The draft has been reviewed and approved by the Town Attorney.

Section 404 of the Town Charter sets forth the requirements for a public hearing on and publication of an ordinance. The Board of Selectmen is required to have at least one public hearing on a new or amended ordinance, which was held on June 14th. We are required to give at least 7 days' notice in a newspaper having general circulation in the town. The Town Clerk also posts the notice in a public place, and copies of the ordinance must be available at the Town Clerk's Office. We also post the ordinance on

the Town's webpage. A second hearing must be held if substantive changes are made to the proposed ordinance amendments (as determined by Town Counsel).

Once the amendments to the ordinance are passed, it must be filed with the Town Clerk and posted in its entirety or in summary form within 10 days after final passage. The Board of Selectmen needs to approve use of a summary. The ordinance would become effective on the twenty-first day after final publication.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Revisions to Chapter 25 of the Town Code

Article I

East Weatogue Historic District

[Adopted 12-16-1987]

§ 25-1 District and Commission established; purpose.

In order to perpetuate and preserve the historic features of Simsbury and to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places associated with the history of or indicative of a period or style or architecture of Simsbury, of Connecticut or of the nation, there is hereby established an historic district to be known as the "East Weatogue Historic District" and an Historic District Commission.

§ 25-2 Boundaries.

The boundaries of the East Weatogue Historic District shall be those described on Schedule A attached hereto and made a part hereof and are shown on a map entitled "East Weatogue Historic District," which map is incorporated herein by reference.⁽¹⁾

[1]

Editor's Note: Schedule A and the map are on file in the office of the Town Clerk.

§ 25-3 Historic District Commission.

A.

~~At least two regular members and one alternate member of the Commission shall be owners of record or residents within an historic district under the jurisdiction of the Commission, and at least one such~~ One or more of the members or alternates of the historic district commission shall reside ~~in any such district~~ in an historic district under the jurisdiction of the commission and be willing to serve on the Commission.

~~[Amended 3-23-1992]~~ [Amended XX, 2021]

B.

Within 15 days of the effective date of this Article,⁽¹⁾ the Board of Selectmen shall appoint five regular members to the Commission, whose terms shall expire five years, four years, three years, two years and one year from the effective date of this Article. The Board of Selectmen shall also appoint three alternate members to the Commission, whose terms shall expire three years, two years and one year from the effective date of this Article. Thereafter, the Board of Selectmen shall appoint successors to regular and alternate members to terms of five years, except that an appointment to fill a vacancy shall be for the duration of the unexpired term of a

regular or alternate member. Any member or alternate may be appointed for another term or terms. All regular and alternate members shall serve without compensation.

[1]

Editor's Note: The ordinance appearing in this Article took effect December 16, 1987.

C.

Within 30 days after appointment of the members of the first Commission and annually thereafter on a date that the Commission shall establish, the members shall meet, organize and elect a Chairman, Vice Chairman and a Clerk from its own number. Alternate members shall not participate in any election of officers of the Commission.

D.

The presence of ~~four~~ three regular or alternate members shall constitute a quorum. ~~No resolution or vote, except a vote to adjourn or to fix the time and place of the Commission's next meeting, shall be adopted by less than three affirmative votes.~~ No action shall become valid unless authorized by a vote of the majority of the total membership present and voting.

E.

Any member of the Commission may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.

Any Commission member who is absent from more than fifty (50) percent of Commission meetings during any twelve (12) month period may be removed from the Commission, and the vacancy shall be filled by the Board of Selectmen. An exception may be granted by and at the discretion of the Town Manager due to a member's illness or other exigent circumstances.

§ 25-4 Powers and duties.

The Commission shall have such powers, shall perform such functions, shall have such duties and shall be subject to such limitations as shall from time to time be prescribed by the enabling legislation, Title 7, Chapter 97a, Sections 7-147a through 147k, of the Connecticut General Statutes, as amended from time to time. Without limiting the powers and duties of the Commission as set forth in the enabling

legislation, as it may be amended from time to time, the Commission's powers and duties shall include the following:

A.

To hear and determine applications for certificates of appropriateness regarding the erection, alteration or demolition or removal of a building or structure or the use of premises for parking within the East Weatogue Historic District.

B.

To adopt rules of practice and regulations to provide guidance to property owners as to factors to be considered in preparing an application for a certificate of appropriateness.

C.

In the performance of its duties, the Commission may ~~To~~ employ clerical and technical assistants or consultants. However, the Commission shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of the Commission and authorized in advance by the Director of Planning.

D.

~~To accept grants and gifts.~~

E.

~~To incur expenses appropriate to the carrying on of its work, subject to appropriation by the municipality or receipt of grants or gifts.~~

F.

To take action to prevent illegal acts and to enforce its regulations and the enabling legislation.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** IBPO Successor Collective Bargaining Agreement, 2021 – 2024 and Pension Agreement, 2021-2024
2. **Date of Board Meeting:** June 28, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager; Nicholas Boulter, Chief of Police *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has three options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreements as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreements, **Option B** would be to reject the agreements as presented. If the Board rejects the agreements, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement(s), the services of a mediator are used and/or the parties would proceed to binding arbitration.
 - **Option C** would be to take no action on the agreements, in which case the agreements would become effective after a 30 day period from the date in which the tentative agreement was fully signed³.

Since the contracts were negotiated in good faith, and have since been ratified by the Union, I recommend Option A. If the Board of Selectmen supports adopting the successor collective bargaining agreements as presented, the following motion is in order:

Move, effective June 28, 2021 to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and IBPO Local No. 458 and its successor pension agreement between the two parties, which shall enter into effect from July 1, 2021 and expire on June 30, 2024.

5. **Summary of Submission:**
Staff has negotiated a proposed successor collective bargaining agreement with the International Brotherhood of Police Officers (IBPO), Local No. 458, the unit representing our police officers. Additionally, the parties agreed to make no changes to the pension agreement. The Union ratified the tentative agreement on June 24, 2021. The Board of

³ TA fully signed June 11th; 30-days from that date would be July 11th

Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement.

Highlights of the proposed collective bargaining agreement are as follows:

- Duration
 - 3 years – July 1, 2021 through June 30, 2024
- General Wage Increases
 - FY 21/22: 2.50%
 - FY 22/23: 2.50%
 - FY 23/24: 2.35%
- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased

As you may recall, an arbitration award was issued on the pension agreement in June of last year. The arbitration award made substantial changes to the pension plan for new hires from this bargaining group. Given the fact that the pension changes achieved through arbitration are very recent, the parties agreed to make no further changes to the pension agreement. The pension agreement will also be for three years, with a duration mirroring the CBA of July 1, 2021 through June 30, 2024.

6. Financial Impact:

The IBPO union represents 37 full-time positions, including patrol officers, sergeants, and lieutenants. When factoring in the general wage increase, step increases, and payroll taxes, the contract reflects an increase of \$115,709 or 3.10% for FY22. Subsequent increases reflect an increase of \$133,564 or 3.47% for FY23 and \$152,372 or 3.83% for FY24. These increases will be offset slightly by the negotiated plan design changes which will generate annual savings to the Town of approximately \$35,700.

State-wide, we are seeing negotiated settlements during the life of this contract award (average) general wage increases in the 2.25-2.35% range.

The estimated savings of the pension restructuring was approximately \$1M over a 15-year period.

Staff budgeted the equivalent of a 2.35% increase for FY 21/22 in contingency. The presented tentative agreement would cost an additional \$8,200 above staff's initial estimate. The \$8,200 will be covered by salary savings from staff vacancies.

7. Description of Documents Included with Submission:

- a) Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and IBPO Local No. 458

IBPO Negotiations - Contract Ending June 30, 2021

	Total Base Salaries	FICA/Medicare	Total	Change	
				\$	%
FY21 - budgeted	\$ 3,467,111	\$ 265,234	\$ 3,732,344		
FY22 - 2.50% GWI	\$ 3,574,597	\$ 273,457	\$ 3,848,054	\$ 115,709	3.10%
FY23 - 2.35% GWI	\$ 3,698,670	\$ 282,948	\$ 3,981,618	\$ 133,564	3.47%
FY24 - 2.50% GWI	\$ 3,840,214	\$ 293,776	\$ 4,133,991	\$ 152,372	3.83%

Notes:

-IBPO covers 37 positions (Patrol Officers, Sergeants, Lieutenants)

-Estimated annual savings to the Town for the plan management changes is \$35,717

EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF SIMSBURY, CONNECTICUT

AND

THE INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL NO. 458

EFFECTIVE – July 1, ~~2018~~ 2021

EXPIRES – June 30, ~~2021~~ 2024

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**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF SIMSBURY, CONNECTICUT AND THE
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL #458**

PREAMBLE

This agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as “the Town,” and the International Brotherhood of Police Officers, hereinafter referred to as “the Union,” and is effective upon signing, except as otherwise indicated.

ARTICLE 1 - RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all uniformed and investigatory employees of the Simsbury Police Department up to and including the rank of lieutenant, excluding however, all civilian dispatchers, auxiliaries and school crossing guards.

ARTICLE 2 - UNION SECURITY

SECTION 1. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union amounts collected once each month on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages the sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extensions thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages, including attorneys’ fees, arising out of the operation of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made or not made as the case may be.

ARTICLE 3
UNION BUSINESS LEAVE

SECTION 1. Provided that one week before each meeting written notice is given to the Chief of Police, the Union shall have the right to have four members of its negotiating committee present for all meetings between the Town and the Union for the purpose of negotiating. When such meetings take place at a time during which such members are scheduled to be on duty, no more than two members shall be granted leave from duty with full pay for such meeting between the Town and the Union, except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, and in such case leave will not be granted.

SECTION 2. Provided reasonable notice is given, the Union shall have the right to have a shop steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings.

When such meetings take place at a time during which either of the shop stewards or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

SECTION 3. Such officers and members of the Union as may be designated by the Union, not to exceed two employees at any one time, shall be granted leave from duty with full pay for attending labor conventions and educational conferences, provided that the maximum leave shall be no more than two days per person per time and that the total leave for the purposes set forth in this Section shall not exceed six working days in any calendar year. Such leave shall be contingent upon a written request to the Chief of Police by the member five (5) days in advance of the leave date and approval by the Chief of Police.

ARTICLE 4 - PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of one (1) year following date of hire provided they are certified. Employees requiring certification by the Police Officer Standard Training Council shall serve a probationary period of one (1) year following certification, provided that in no case will the probationary period extend beyond twenty (20) months from the employee's date of hire.

SECTION 2. All new employees shall have no seniority rights during the probationary period, but shall be subject to all other provisions of this contract, except that neither the Union nor the probationary employee shall have access to the grievance procedure or to arbitration when the sole issue concerns the discharge or discipline of the probationary employee, nor shall such new employees be entitled to the benefits conferred in Article 17, Sections 6 and 7 of this Agreement. It is agreed that this clause shall not be deemed to deny such employee the right to a meeting with the Chairman of the Police Commission and the Chief of Police regarding discipline or discharge.

Nothing in this section is intended by the parties to modify any rights which employees have under the Connecticut Municipal Employees Relations Act.

SECTION 3. An employee, after completion of the probationary period, shall acquire length of service of record as of the date he/she begins the probationary period.

ARTICLE 5 **GRIEVANCE PROCEDURE - NO STRIKE**

SECTION I. Definition. A grievance shall be considered as being a dispute or disagreement arising out of any of the following:

- (a) Discharge, reduction, suspension or disciplinary action.
- (b) Favoritism or discrimination.

- (c) Interpretation or application of rules, regulations, or policies of the Police Department.
- (d) Interpretation of this Agreement.

SECTION 2. Procedure.

A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

B. Except as to grievances involving discharge or suspension, the grievance procedure shall be exhausted in the following order:

Step 1: Shift Commander

Any employee with a grievance shall submit said grievance in writing to his/her Shift Commander within fifteen (15) calendar days. The fifteen (15) calendar days shall run from the date of occurrence or the date the employee knew or reasonably ought to have known of the event giving rise to the grievance. The Shift Commander's decision shall be submitted in writing to the aggrieved employee within ten (10) calendar days of the receipt of the grievance.

Step 2: Chief of Police

If the employee or the Union is not satisfied with the decision rendered by the Shift Commander, the employee and/or his/her representation shall submit the grievance in writing to the Chief of Police within fourteen (14) calendar days after receipt of the Shift Commander's decision. The decision of the Chief shall be submitted in writing to the aggrieved employee and the Union within fourteen (14) calendar days.

Step 3: Police Commission

If the employee or the Union is not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing, within fifteen (15) calendar days after receiving the Chief's decision, to the Police Commission which shall render a decision within thirty (30) calendar days after receipt of said grievance. The Police Commission shall forward a written notice of its decision to the employee and the Union within fourteen (14) calendar days of its decision.

Step 4: Arbitration

If the Union is not satisfied with the decision rendered, it shall (within ten (10) calendar-days after the receipt of the decision of the Police Commission) submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to add or to subtract from, or modify in any way, the terms of this Agreement.

C. Disciplinary hearings on discharge or suspension shall be heard by the Police Commission, at which hearing all witnesses shall be sworn, mechanical recording equipment used to record all testimony and members of the Department being disciplined shall have the right to counsel. The accused shall be informed in writing of the nature of the complaint including the specific rules alleged to have been violated and the acts, or lack of acts, which were committed. The accused shall be afforded the right of cross-examination. The hearing shall be held not less than six calendar (6) days after the filing of the complaint nor more than twelve calendar (12) days unless good cause is shown. The Police Commission shall render a written decision no later than fifteen (15) calendar days after the date the hearing is closed. No member shall be suspended without pay for more than 48 hours unless pursuant to a hearing. Should the Union be dissatisfied with the decision rendered, it may proceed to Step 4 of the Grievance Procedure.

D. No disciplinary action shall be instituted solely upon the complaint of anyone outside of the Police Department until the employee, or in his/her absence the Union Executive Board, has been notified of the details of the complaint as soon as practicable but no less than seven (7) calendar days prior to any disciplinary action being taken. If a complaint is received by the Police Commission, the complaint shall be forwarded to the Chief of Police for review. No disciplinary action, based solely on the external complaint, shall commence prior to the expiration of seven (7) calendar days from the delivery of the complaint to the employee.

E. The time limits provided for in this Article may be extended by mutual consent of the parties. If the grievant fails to process the grievance to the next step within the applicable time limit, the grievance shall be deemed waived. If the Town or its designated representative fails to respond to the grievance within the applicable time limit, the aggrieved employee or the Union shall be entitled to proceed to the next step of the grievance procedure.

SECTION 3. Mediation.

Either party may use the mediation services of the State Board of Mediation and Arbitration at any time.

SECTION 4. Recording of Minutes or Testimony.

Either party shall have the right to employ a public stenographer at Step 3 in this procedure, at its own expense.

SECTION 5. Meetings.

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps 1, 2, 3, and 4.

SECTION 6. Union As Complainant.

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees. In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar

grievance at the appropriate step. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than seven (7) calendar days subject, however, to mutual extension of period for review if circumstances so require. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limitations established in this Agreement.

SECTION 7. Representation.

Employees and the Union shall have the right to be represented by an attorney.

SECTION 8. No Strike.

The Union agrees that it will not call, instigate, condone or support, and that it will promptly take reasonable action to end, any strike, sympathy strike, slow down, sick-in, or any other concerted refusal to render services to the Town.

ARTICLE 6
SICK LEAVE, FUNERAL LEAVE, INJURY LEAVE

SECTION 1. Sick leave shall be considered by the individual case. As used herein, the term "sick leave" means an absence from work because of illness, incapacity or injury to the employee not arising out of or during the performance of duty, and for which the employee is compensated at his/her regular rate of pay. The duration of sick leave shall not exceed one hundred eighty (180) days per event. The Town may request a medical certificate for illness of over three (3) days. In the event of frequent or habitual absence from duty, or when in the judgment of the Chief reasonably exercised it appears that an individual is abusing sick leave, the Town may require a medical certificate as a condition for further sick leave. Upon suspicion of abuse, the Chief has the discretion to direct an employee to be examined by a physician chosen and paid for by the Town in order to verify an employee's sick leave and/ or fitness for duty.

SECTION 2. In the event of the death of a member of an employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than five (5) scheduled working days up to and including the day after the funeral. "Immediate family" is defined as mother, father, or child of the employee or spouse of the employee residing in the home with the employee. The Town will grant three (3) days of paid funeral leave for an employee's sister, brother, grandparent, grandchild, mother-in-law and father-in-law. The Town will grant (1) one day of paid funeral leave for an employee's aunts, uncles, nephews, nieces, sister-in-law, brother-in-law or spouse of the employee not residing in the home with the employee. It is the intent of this article that funeral leave be taken from the date of death up to and including the date of the funeral. Funereal leave is not intended for memorial or related services that may be held at a future date. This leave is to cover time actually lost during the normal work week in making arrangements for or attending the funeral or memorial service. Nothing herein shall be deemed to prevent an employee from requesting time off without pay for

attendance at a funeral not provided for herein, and such request shall not be unreasonably denied.

SECTION 3. An employee who is injured in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act shall be entitled to injury leave with full pay at his/her normal rate, less any amounts received by way of Workers' Compensation, from the date of such injury until such time as he/she is able to return to duty. In the event that the disability is determined to be permanent and to prevent the employee from returning to duty, the employee shall be considered for disability retirement in accordance with the applicable provisions of the long term disability insurance coverage then in effect, and injury leave shall cease as of the effective date of such retirement.

Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

SECTION 4. An employee who works a ninety (90) day bid shift without using any sick leave shall be entitled to a personal day for each such ninety-day period. The provisions of Article 10, Vacation, Sections 2, 3 and 4 shall apply to the use of personal leave days by employees.

ARTICLE 7 - UNIFORM ALLOWANCE

SECTION 1. Each regular employee shall receive a uniform allowance of six hundred fifty dollars (\$650.00) annually. Plain-clothes investigative personnel shall receive a clothing allowance of seven hundred fifty dollars (\$750.00) annually. Beginning with the July 1, 2019 uniform allowance, employees may choose from the following, and their election must be made annually by June 1st for the ensuing fiscal year:

- 1) Employees may elect an annual payment for the amount noted above. The annual payment is subject to applicable taxes and withholdings. The payment will be made in July; or
- 2) Employees may elect to utilize a quartermaster system in order to provide members with authorized uniforms, apparel, equipment and materials. Each regular employee shall receive a uniform allocation of six hundred fifty dollars (\$650.00) annually. Plain-clothes investigative personnel shall receive a clothing allocation of seven hundred fifty dollars (\$750.00) annually. Purchases made through the quartermaster system are not subject to taxes or withholdings. Allocations not fully expended by the end of the fiscal year will not rollover to the next fiscal year.

SECTION 2. To be eligible for an annual clothing allowance, payable each July, an employee must have been hired as a sworn full-time police officer before January 1 of the prior fiscal year.

SECTION 3. Each newly appointed officer or employee shall receive a complete uniform and equipment without cost from the Town.

SECTION 4. Any uniform change instituted by the Town will be paid for by the Town.

SECTION 5. Each regular employee shall receive a uniform cleaning allowance of five hundred dollars (\$500.00) annually. Each plainclothes investigative employee shall receive a cleaning allowance of five hundred sixty five dollars (\$565.00) annually. If the cleaning allowance is made in the form of a payment, said payment is subject to applicable taxes and withholdings. The Town retains the option of providing cleaning services in lieu of the aforementioned cleaning allowances.

SECTION 6. If an employee leaves the Town's service for any reason, all uniforms and equipment owned, issued or purchased by the Town and all uniforms purchased with Town allowances shall be returned to the Town.

ARTICLE 8 - EQUIPMENT

SECTION 1. Equipment will be furnished to all officers and replaced when the Chief or his/her representative determines that it is necessary. The Town will furnish this equipment without cost to the officers.

SECTION 2. The Police Chief or his/her designee will determine what equipment is in need of replacement and will make necessary arrangements for replacement of equipment.

A request for replacement of equipment shall be submitted in writing to the Police Chief or his/her designee. Notice of action upon the request shall be transmitted in writing in a timely fashion and on an appropriate form. Copies of the notice are to be directed to the officer requesting the replacement of equipment.

SECTION 3. Soft body armor issued to officers as Town equipment shall be replaced when necessary, and in any event, prior to the expiration of its warranty period. Officers shall turn in this old body armor to the Town at the time of the replacement.

SECTION 4. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations and no employee shall be required to use unsafe vehicles or equipment.

SECTION 5. This Article shall be subject to Steps 1, 2 and 3 of the Grievance Procedure (Article 5), but shall not be subject to arbitration, except that a grievance asserting a violation of that portion of Section 4 of this Article providing that "no employee shall be required to use unsafe vehicles or equipment" shall be subject to the entire Grievance Procedure (Article 5), including arbitration.

ARTICLE 9 - HOLIDAYS

SECTION 1. During the fiscal year, all members of the bargaining unit shall be compensated for eleven (11) holidays at time and one-half.

SECTION 2. New employees shall earn the above pay in lieu of holidays at the rate of one (1) day per month or any portion in excess of fifteen (15) calendar days.

SECTION 3. All members of the bargaining unit may elect to take up to eleven (11) of the allotted holidays as days off in lieu of compensation at time and one-half, provided notice of such intent is given thirty (30) days prior to the beginning of each semi-annual payment period.

SECTION 4. Payments will be made semi-annually; payment for five (5) holidays will be made on the first pay day of December and payment for six (6) holidays will be made on the first pay day of June.

ARTICLE 10 - VACATION

SECTION 1. Vacations will be earned according to the following schedule and will be granted on July 1st:

YEARS OF SERVICE	VACATION ACCRUAL
Less than one year	Prorated at .83 days per month
1-4 years	10 days per Fiscal Year
5-9 years	15 days per Fiscal Year
10-11 years	20 days per Fiscal Year
12-13 years	21 days per Fiscal Year
14-15 years	22 days per Fiscal Year
16-17 years	23 days per Fiscal Year
18-19 years	24 days per Fiscal Year
20 years and above	25 days per Fiscal Year

An employee who leaves Town service and then returns shall not be credited with prior service for purposes of vacation unless there is a special written agreement for such credit.

SECTION 2. Employees shall not accumulate vacation leave except with written permission from the Chief of Police. When an employee seeks permission to accumulate vacation leave for the purpose of taking a planned, extended vacation in a specified future year, the written permission required by this Section will not be unreasonably withheld.

SECTION 3. Choice of date by employees shall be granted wherever, in the Chief's view it is practicable. Seniority per squad shall prevail in the selection of personal days off and of vacations up to a two- (2) week period. The Chief of Police shall have the right to limit the number of employees who may be off duty simultaneously because of the operating requirement of the Department. Such rights shall not be unnecessarily restrictive, however.

SECTION 4. Employees shall provide a minimum of twenty-four (24) hours notice in advance of their scheduled shift to take vacation time. Vacation requests received outside said minimum may be denied, except that in the discretion of the Supervisor, the minimum may be waived to accommodate an emergency.

Employees who make a written request for vacation leave in advance shall not be bumped from such vacation within thirty (30) days of the date requested as the result of changing squads or as the result of having less seniority in the squad. Employees who request five (5) or more days up to ten (10) days vacation leave at least one-hundred twenty days (120) in advance, once such request is approved, shall not be bumped as a result of changing of squads or as a result of having less seniority, provided that an employee shall be entitled to but one such priority vacation leave per fiscal year and such request shall be so designated as such priority leave by the employee so requesting on the submitted vacation request. No employee shall be refused or have altered any vacation as a result of the military obligation of another employee.

SECTION 5. A maximum of two (2) uniformed patrol officers per shift shall be allowed to take vacation at the same time, provided that no fewer than one supervisory employee shall be regularly scheduled on duty at all times. Only one (1) supervisor shall be allowed to take vacation leave per shift. A maximum of two (2) patrol supervisors in any twenty-four (24) hour period will be allowed to take five (5) or more vacation days consecutively. At no time will more than three (3) patrol supervisors be allowed to take vacation leave in any twenty-four hour period. Priority vacation provisions in Section 4 apply. All supervisory leave is subject to divisional command approval.

SECTION 6. Employees of the patrol division agree to return to the Town one (1) vacation day from their annual vacation entitlement as a condition of the hours of work provision set forth in Article 12.

SECTION 7. Employees not assigned to the Patrol Division will receive ten (10) additional vacation and two (2) floating holidays annually.

ARTICLE 11- SENIORITY

SECTION 1. Whenever more than one (1) person begins work with the Department on the same day, the seniority of each individual as it relates to others beginning employment on the same day shall be determined by the order of appointment.

SECTION 2. Seniority shall not be lost by vacations, sick time, suspension, any authorized leave of absence, any call to military service for the duration, or layoff of two (2) years. No further seniority shall accrue during a leave of absence without pay greater than two (2) weeks.

SECTION 3. "Rank seniority" shall mean the total length of continuous service as a permanent appointee to a given rank.

SECTION 4. Preference as to when vacations are taken shall be made in order of seniority.

SECTION 5. An employee's seniority shall be considered broken if he/she voluntarily quits or retires, is discharged, is absent from work, when scheduled, for five (5) consecutive days without notifying the Department in writing, or fails to return to work within fifteen (15) days after notice by certified mail of recall from layoff.

SECTION 6. In the event there is a reduction in the number of employees, layoff shall be in reverse order of seniority and recall shall be by seniority.

ARTICLE 12 - HOURS OF WORK

SECTION 1. The hours of work shall be as follows:

(a) Except for employees assigned to the Patrol Division, the regular workweek for non-probationary employees shall be forty (40) hours per week, eight (8) consecutive hours per day. The regular workweek for members attending a basic training academy shall be five (5) consecutive days followed by two (2) consecutive days off from work.

The rank of Lieutenant shall not be entitled to bid on shifts. The Chief of Police may change the days and/or hours worked by a Lieutenant when there is a demonstrated need for such a change.

(b) The regular work schedule for the employees assigned to the Patrol Division, up to and including the rank of Sergeant, shall be maintained on the basis of five (5) consecutive days worked with two (2) days off followed by five (5) consecutive days worked with three (3) days off. Each officer shall work no less than twenty (20) days in a thirty (30) day period and no less than sixty (60) days within each ninety (90) day bid cycle. The regular workday shall be eight (8) hours per day.

(c) Shift assignments for employees of the Patrol Division shall be determined by bidding every ninety (90) days according to rank seniority, with Patrol Officer and Patrol Officer First Class positions treated as the same rank for this purpose only. The bidding process shall apply to the position of Jump Sergeant (so long as that position exists).

SECTION 2. Except for emergency conditions, temporary assignments or training needs, an employee's scheduled day off shall not be changed, nor shall the hours be changed during the work week, without the expressed approval of the employee. The determination as to what constitutes an emergency condition, a temporary assignment or training needs will be made by the Chief or his/her designee at his/her discretion. Reasonable notice of seventy-two (72) hours shall be provided.

SECTION 3. Before any changes in working hours and periods are made, due consideration shall be given to the needs of the Town, the effect upon members of the bargaining

unit either individually or collectively, the requirements of police private jobs, and other factors that may be relevant to the particular problem.

SECTION 4. Any member of the bargaining unit may trade shifts with another member of the unit provided the trade does not incur additional cost to the Town and sufficient staff coverage is maintained. Swaps must be approved in advance by the employee's supervisor.

SECTION 5. All shifts will be staffed with a minimum of four (4) sworn personnel; except that the third shift will be staffed by a minimum of four (4) sworn personnel only until 3:00 a.m. after which the third shift will be staffed by a minimum of three (3) sworn personnel.

SECTION 6. Rank Supervision on Every Shift

A. Staffing Levels

1. There will be at least seven Sergeant positions in the Department.
2. Sergeants may be assigned ancillary duties such as those relating to firearms training, vehicle maintenance, computer training, general training, equipment maintenance and procurement, policy review, administrative tasks and community policing.

B. Rank Supervision

1. Every Shift shall be supervised by a Sergeant. If, for any reason, no Sergeant is working, a Sergeant will be called in on overtime.
2. Due to scheduling necessity, there may be times at which there will be two Sergeants on a single shift. When there is such an occurrence, the following will apply:

When two Sergeants are scheduled for the same shift, the senior Sergeant shall be in command of the shift. The junior Sergeant on the shift would work pursuant to the direction of the senior Sergeant and typically would also be working a district in the field and would be responsible for certain other aspects of that tour of duty. The authority of the junior Sergeant which comes with his/her rank would not be diminished, and the Sergeant would still be expected to function as a supervisor.

C. Overtime

1. There will be two separate lists for overtime: one for Supervisors and the other for Patrol Officers.
2. Supervisors will not be eligible to participate in the assignment of regular overtime to patrol officers.

3. Voluntary Overtime - Overtime for Supervisors will first be determined by requesting volunteers, beginning with the Supervisor with the least accumulated overtime hours. For the purposes of voluntary overtime, the Lieutenant rank shall be included within the supervisor staffing levels, being offered supervisory overtime only in the event no Sergeants volunteer for the overtime shift.
4. Mandatory Overtime - Mandatory overtime for patrol supervision will be limited to Patrol Sergeants, i.e., the Detective Sergeant and the Training Sergeant will not be included for mandatory overtime. If no Sergeant or Lieutenant volunteers, then the least senior Patrol Supervisor already working will be held over for the vacant shift. In practice, if an employee is working and an overtime vacancy occurs on the following shift, the least senior working employee will stay for the following vacant shift. Holdovers will be made by reverse seniority until those already working are depleted. If there are no available supervisory personnel (or patrol personnel as the case warrants) on shift, then an order in of an off-site supervisor (or officer as the case warrants) will be made by way of reverse seniority.
5. The Supplemental Agreement, dated September 26, 2000 and October 15, 2000, is hereby null and void.

ARTICLE 13 - OVERTIME

SECTION 1. All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day.

SECTION 2. When an employee is required to return to duty to perform overtime duties, and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at the rate of time and one-half.

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

SECTION 3. There shall be no pyramiding of overtime.

SECTION 4. The Town shall have the right to require personnel to work overtime. All overtime work shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such overtime work. If and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION 5. When the Chief of Police or his/her agent determines that there is not sufficient manpower scheduled to cover a shift or police activity, the Chief or his/her agent shall call in or holdover the necessary manpower to satisfy the needs of the situation in order of reverse seniority as follows:

a. To fill short Patrol shifts:

1. The full voluntary overtime list will be exhausted in order of the least accumulated overtime to the most accumulated overtime hours. If there are no volunteers, mandatory holdover(s) and/or call-in(s) will be necessary.

2. After the voluntary overtime list has been exhausted, the least senior Patrol officer on duty shall be held over into the next shift. If the least senior Patrol officer has already worked two consecutive shifts, the next least senior Patrol officer shall be held over into the next shift.

3. Only the voluntary overtime list will be exhausted when attempting to fill a vacancy for the first four (4) hours on the third shift and in the event that a volunteer cannot be found, the Patrol officer held over from the second shift will remain on duty until 3:00 a.m.

b. To staff a police activity:

1. Volunteers will be sought to staff the activity with first choice going to officers with the least accumulated overtime hours to the most accumulated overtime hours.

2. If no volunteers are found, the least senior officer not already scheduled to work during the police activity shall be called in to work unless the least senior officer has already worked two consecutive shifts, in which case the next least senior officer shall be called in.

c. With regard to a and b above, no employee shall work overtime if such overtime will result in the employee having less than six (6) consecutive hours off in any contiguous twenty four (24) hour period or in the employee working more than forty-eight (48) hours in any consecutive seventy-two (72) hour period.

SECTION 6. In lieu of overtime compensation, compensatory time off will be offered to employees at the rate of time and one half subject to the following provisions:

1. A maximum of one hundred twenty (120) hours of compensatory time (eighty (80) hours of work at the overtime rate) may be earned accumulated; employees may carry over up to eighty (80) hours of compensatory time from one fiscal year to the next.

2. Requests for compensatory time off will have the same priority and be utilized the same as vacation time.

3. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by such employee during the last three (3) years of employment.

ARTICLE 14
EXTRA OR SPECIAL POLICE DUTY

SECTION 1. Extra or special duty pay will be paid at time and one-half with a four (4) hour minimum.

SECTION 2. The Town shall pay officers for such extra or special police duty private jobs on the same date as the officer receives the regular pay check, subject to normal administrative processing for such extra or special police duty private jobs.

SECTION 3. Extra duty jobs or special police duty jobs shall be distributed to regular full-time employees of the bargaining unit, and they shall have first preference for all such extra duty jobs, and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION 4. When an extra or special police duty private job is canceled with less than eight (8) hours notice, the officer scheduled to work that job shall be paid the four (4) hour minimum. This provision shall not apply, however, when the extra or special police duty job was for any Town-related public agency.

SECTION 5. After an officer has worked the four (4) hour minimum on an extra or special police duty job, additional time worked on the job shall be paid in four (4) hour minimum blocks.

SECTION 6. If an officer is subpoenaed to court or noticed to attend a Motor Vehicle Department hearing, when scheduled to be off duty, the officer will be paid at time and one half for time actually spent in travel and at court or the Motor Vehicle Department. The officer shall obtain any available reimbursement from the State and pay it to the Town.

ARTICLE 15 - RATES OF PAY

SECTION 1. The salaries of employees on the Department payroll on or after July 1, ~~2018~~2021 shall be at the following rates effective on and retroactive to the dates indicated below.

Position	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
	2.0%	2.50%	2.35%	2.35%	2.50%	2.50%	2.35%
Lieutenant	\$103,733.11	\$106,326.44	\$108,825.11	\$111,382.50	\$114,167.06	\$117,021.24	\$119,771.24
Sergeant	\$100,128.59	\$102,631.80	\$105,043.65	\$107,512.18	\$110,199.98	\$112,954.98	\$115,609.43
Patrol Officer 1st Class	\$88,682.46	\$90,899.52	\$93,035.66	\$95,222.00	\$97,602.55	\$100,042.61	\$102,934.62

SECTION 2(a). The following salary schedule shall apply to Patrol Officers hired before March 1, 2015 and on the Department payroll on or after July 1, ~~2018~~2021 and shall be retroactive to the dates indicated below.

Position	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
	2.0%	2.50%	2.35%	2.35%	2.50%	2.50%	2.35%
Patrol Officer 7	\$84,848.47	\$86,969.68	\$89,013.47	\$91,105.29	\$93,382.92	\$95,717.49	\$97,966.85
Patrol Officer 6	\$81,809.81	\$83,855.06	\$85,825.65	\$87,842.55	\$90,038.62	\$92,289.58	\$94,458.39
Patrol Officer 5	\$76,587.91	\$78,502.61	\$80,347.42	\$82,235.58	\$84,291.47	\$86,398.76	\$88,429.13
Patrol Officer 4	\$71,366.01	\$73,150.16	\$74,869.19	\$76,628.61	\$78,544.33	\$80,507.94	\$82,399.88
Patrol Officer 3	\$67,884.74	\$69,581.86	\$71,217.03	\$72,890.63	\$74,712.90	\$76,580.72	\$78,380.37
Patrol Officer 2	\$64,403.48	\$66,013.57	\$67,564.89	\$69,152.66	\$70,881.48	\$72,653.51	\$74,360.87
Patrol Officer 1	\$60,922.19	\$62,445.24	\$63,912.71	\$65,414.66	\$67,050.02	\$68,726.27	\$70,341.34

SECTION 2(b). The following salary schedule shall apply to Patrol Officers hired on or after March 1, 2015 and on the Department payroll on or after July 1, ~~2018~~ 2021.

Position	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
	2.0%	2.50%	2.35%	2.35%	2.50%	2.50%	2.35%
Patrol Officer 9	\$85,597.99	\$87,737.94	\$89,799.78	\$91,910.08	\$94,207.83	\$96,563.02	\$98,832.25
Patrol Officer 8	\$82,513.51	\$84,576.35	\$86,563.89	\$88,598.14	\$90,813.10	\$93,083.42	\$95,270.88
Patrol Officer 7	\$79,429.04	\$81,414.77	\$83,328.01	\$85,286.22	\$87,418.38	\$89,603.84	\$91,709.53
Patrol Officer 6	\$76,344.56	\$78,253.17	\$80,092.12	\$81,974.29	\$84,023.65	\$86,124.24	\$88,148.16
Patrol Officer 5	\$73,260.09	\$75,091.59	\$76,856.24	\$78,662.37	\$80,628.93	\$82,644.65	\$84,586.80
Patrol Officer 4	\$70,175.61	\$71,930.00	\$73,620.36	\$75,350.43	\$77,234.19	\$79,615.05	\$81,025.43
Patrol Officer 3	\$67,091.14	\$68,768.42	\$70,384.48	\$72,038.51	\$73,839.47	\$75,685.46	\$77,464.07
Patrol Officer 2	\$64,006.66	\$65,606.83	\$67,148.59	\$68,726.58	\$70,444.74	\$72,205.86	\$73,902.70
Patrol Officer 1	\$60,922.19	\$62,445.24	\$63,912.71	\$65,414.66	\$67,050.02	\$68,726.27	\$70,341.34

SECTION 3. Patrol Officers not at the maximum for their rank shall advance one (1) step each year on the anniversary date of their employment.

SECTION 4. Employees on the Department payroll as of July 1, 1997 and regularly scheduled to work a minimum forty (40) hour week, or in the case of Patrol Division a regular work day of eight (8) hours, shall in addition to their regular pay receive the following longevity payments in accordance with the steps of the office annually:

After Years of Service	Payment
4	\$150.00
8	\$300.00
12	\$425.00
16	\$550.00
20	\$700.00

Longevity payments will be made in one (1) payment on the first payday following the anniversary date of the employee. The anniversary date for purposes of longevity pay shall be that date on which the employee was appointed. Only time and service with the Simsbury Police Department will be credited for purposes of longevity payments.

This section shall not apply to employees hired into the Department after July 1, 1997.

SECTION 5. Any employee assigned to an acting rank above his/her own for a period of more than seven (7) consecutive work days shall be paid at the rate equal that of the position in which the employee is acting.

If his/her present rate is equal to that rate, he/she will be paid one (1) step higher.

SECTION 6. Newly hired patrol officers will start at Step 1 and after satisfactory completion of the probationary period as set forth in Article 4 will advance to Step 2 on the salary schedule. Thereafter all such new employees will advance through remaining Steps, if any, in accordance with this Article. Movement to the rank Patrol Officer First Class (PFC) shall be by a qualifying process established by the Police Commission and subject to the provisions of Article 21, Sections 2 and 3.

SECTION 7. The Town shall pay members of the bargaining unit on a weekly basis. All employees will be required to utilize direct deposit.

SECTION 8. The pay increases scheduled for July 1, ~~2018~~ 2021 shall be applied retroactively to base wages and overtime wages and only for employees who are employees as of the date of implementation of this Agreement and for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to this bargaining agreement being executed and implemented.

ARTICLE 16 - MANAGEMENT RIGHTS

SECTION 1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

(a) To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.

(b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

(c) To discontinue processes or operations or to discontinue their performance by employees.

(d) To select and to determine the number and types of employees required to perform the Town's operations.

(e) To employ, transfer, promote, demote employees, lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

(f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(g) To ensure that incidental duties connected with Departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(h) To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

SECTION 2. The above rights, responsibilities and prerogatives are inherent in the Police Commission, Board of Selectmen and/ or Town Manager by virtue of statutory and charter provisions, and may not be subject to review or determination in any grievance or arbitration proceeding except insofar as the manner of exercising these rights violates a specific provision of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

SECTION 1. The Town will reimburse an employee for the repair or replacement of personal property damaged or destroyed during the course of employment, up to \$500 per damaged or destroyed item per event, provided that normal and adequate safeguards have been observed by said employee for his or her property. Such losses must be reported as soon as possible to the Shift Commander. No reasonable request will be denied.

SECTION 2. The Town shall purchase liability insurance covering sworn officers sued for alleged false arrest and/or abuse of power. If there is an insurance coverage for assault and battery, the Town should provide it. If not, the Town shall provide for the defense of the individual officer. The Town will also be liable for all judgments and settlements in any lawsuits providing the officer is acting within the rules and regulations of the Simsbury Police Department.

SECTION 3. The Town shall designate one bulletin board on the premises of the police department for the purpose of posting notices concerning union business and activities.

SECTION 4. At least one member of the on-duty shift may attend monthly union meetings. This representative shall be selected by the Union with the agreement of the Shift Commander. At the Union's request one or more other members may also attend such meetings if staffing and work load requirements permit and the Shift Commander gives his/her approval.

SECTION 5. Upon request, the Town will provide the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each such employee on the list.

SECTION 6. Any police officer authorized in writing by the Chief of Police to enroll in an undergraduate or graduate level course given in a police school or college/university, upon his/her successful completion of said course with a grade of B or better, shall be reimbursed by the Town for any money spent for tuition, books, fees, and equipment; further, books shall become the property of the officer. The employee must notify the Chief of Police of his/her request for reimbursement at least thirty (30) days prior to the start of the semester.

If the course runs for more than one semester, reimbursement shall be paid upon successful completion of a semester's work. It shall be the duty of the employee to use any state or federal funds available for tuition, books, fees, and equipment in order to eliminate or minimize expenditures by the Town for this purpose. Application for reimbursement shall be made within thirty (30) days after successful completion of said course.

Employees receiving tuition reimbursement shall agree to remain in the employment of the Town for a period of one (1) year following the last completed course or block of training. If said employee should voluntarily leave the service of the Town, he/she shall reimburse the Town for the tuition reimbursement received within the last year. Such reimbursement shall be returned to the Town within six (6) months of the employee's termination.

In the event that multiple employees apply for reimbursement during a semester, preference will be given in the following order. Officers taking police related undergraduate level courses, as determined by the Chief of Police, will be given first preference, in order of seniority. Officers taking police related graduate courses, as determined by the Chief of Police, will be given second preference, in order of seniority after all officers taking undergraduate level classes have been approved for that semester.

Total reimbursements under this section shall not exceed the annual fiscal year budget for this line item. Reimbursement shall not exceed the applicable tuition rate then in effect at the University of Connecticut, Storrs Campus.

SECTION 7. Any employee on the Department payroll as of July 1, 1997 and attending a school approved by the Chief of Police to attain a degree in Police Science or Police Administration shall, upon receiving credits toward either of these degrees, receive compensation at the following rate, to be paid within a reasonable time after the receipt of said credits, such compensation to be for all credits received by the employee to the end of June.

Credits	Pay
12	125.00
24	275.00
36	425.00
48	550.00
Upon receipt of an Associate Degree or when the employee has completed sixty (60) credits as part of a recognized continuous course of study leading to a bachelor degree as aforesaid	900.00
Ninety (90) credits	1,000.00
Bachelor degree	1,400.00

This section does not apply to employees hired into the Department after July 1, 1997.

ARTICLE 18 - INSURANCE

SECTION 1. The Town will provide each employee who elects coverage with the following insurance:

(a) Employees will have the option of choosing one of the following medical insurance plans:

1. A Preferred Provider Organization hereinafter referred to as, PPO, with benefit terms and service co-payments as set forth in Exhibit A, attached hereto.
2. A Health Maintenance Organization hereinafter referred to as HMO, with benefit terms and service co-payments as set forth in Exhibit A, attached hereto.

3. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), as a voluntary alternative to the PPO or HMO, with benefit terms and service co-payments as set forth in Exhibit B, attached hereto.

All three plans shall utilize (1) Cigna Pharmacy Management Essential Protection Drug Utilization Management Package; and (2) Health Matters Care Management (from Basic Low) to Preferred Model.

4. Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis. In the event that an employee experiences a qualifying event and seeks to enroll in the Town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the Town's health insurance pool through coverage of a spouse or family member. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

(b) Employees shall contribute twenty percent (20%) of the medical insurance premium costs for the benefits described in Sections 1(a)(1) and 1(a)(2) above, and fifteen percent (15%) for the benefits described in Section 1(a)(3) above. These increases shall not apply to any of the other benefits described in article 18. The established payroll deduction system for the employees' co-payment of medical insurance shall remain the same.

(c) Employees who elect the dental plan shall contribute twenty percent (20%) toward the employee and dependent premium with the Town paying the remaining eighty percent (80%) of costs of the premium.

(d) Life insurance in an amount equivalent to twice an employee's annual base salary, with the Town to pay one hundred percent (100%) of the premium cost for coverage equivalent to 1x an employee's annual base salary, and to pay eighty percent (80%) of the premium charged for the insurance amount in excess of 1x an employee's annual base salary.

(e) Employees may participate in the Town's voluntary deferred compensation plan (457 plan). Any deferred compensation plan(s) made available to other Town employees shall be made available to all Police Officers. Administration of this plan shall not be subject to grievance or arbitration provisions of this Agreement.

(f) In regards to pension, those benefits are covered by a separate agreement between the parties. Should any amendments be made to that agreement, Article 23 of this contract will be amended accordingly.

(g) The Town shall provide long term disability coverage for employees, with the Town to pay one hundred percent (100%) of the premium.

SECTION 2. It is understood that medical insurance coverage may include mandated second opinions concerning surgery.

SECTION 3. The Town will fund an annual physical examination for each officer to an amount not to exceed \$200.00 per employee payable to the physician upon receipt of a statement of charges. The Town may require the employee to release to the Town any information from such examination related to heart and/or hypertension conditions and the Town expects the employee to follow any program or regimen recommended by a physician to help alleviate or control such condition. This physical examination shall be at the option of the employee.

SECTION 4. If the Town desires to change to any other carrier or carriers for any insurance provided under this Agreement, it shall have the right to reopen negotiations concerning the identity of such carrier or carriers, but no such change will be made without agreement by both the Town and the Union.

ARTICLE 19 - MISCELLANEOUS

SECTION 1. The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court, or state or federal administrative agency, of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision, which shall be severed from this Agreement, and a substitute provision shall be negotiated between the parties. The remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

SECTION 2. Under the provisions of this Agreement, there shall be no discrimination, coercion or intimidation of any kind by the Town or the Union against any employee or Union member as the case may be for any reason whatsoever, including marital status, age, race, creed, color, sex, religious belief or union activity or for any other reason set forth by law.

SECTION 3. The Town shall give each present employee and each employee subsequently hired a copy of this contract.

SECTION 4. Military leave for all regular full-time employees who are also members of the National Guard or Reserve Components of other military services of the United States shall be granted time off as deemed mandatory by their respective military units. During this leave the employee will be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her normal salary for the same pay period. Normal full payroll deduction and Town contribution for insurance purposes shall be made by the Town to cover such periods, provided in no event will the Town make such payments for more than a four (4) week period.

SECTION 5. The Town shall endeavor to consult with the Union about work rules prior to their implementation, but this clause shall not require approval by the Union before they are put into effect unless they affect working conditions within the meaning of Chapter 113 et seq. as amended.

SECTION 6. Physical Fitness

A. For their own safety, that of their fellow officers, and that of the public, all employees must maintain themselves in reasonable physical condition.

B. In order to assist employees in maintaining their physical fitness, the Town and Union shall make available a physical fitness facility for all employees.

ARTICLE 20 **PRIOR BENEFITS AND PRESERVATION OF RIGHTS**

SECTION 1. Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employees of the Unit have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE 21- PROMOTIONS

SECTION 1: Promotions to the rank of sergeant or lieutenant shall be made only after competitive examination, provided that candidates for lieutenant shall not be required to complete a written examination. Appointments shall be based on the scores of such examinations. The Chief of Police shall select for promotion one of the top three highest scoring candidates. All results of such examinations shall be posted. The Chief of Police shall have the authority to determine the process by which such examinations are to be conducted. If three (3) or fewer candidates are eligible for promotion, the examination process shall be at the discretion of the Chief of Police.

SECTION 2. To be eligible for a promotion to sergeant, an employee must move to Step 6 on the Patrol Officer Salary Schedule (Article, 15, Section 2) immediately prior to the cut-off date stated at the time of the announcement of the promotional examination.

SECTION 3. Effective July 1, 1987 the Town shall take the necessary steps to establish the rank of Patrol Officer First Class (PFC) based on a written examination process to be conducted annually during the first week of January for all candidates eligible during the calendar year. The examination process shall be approved by the Police Commission. To be eligible for the rank of Patrol Officer First Class, an employee hired before March 1, 2015 must move to Step 6 on the Patrol Officer Salary Schedule (Article 15, Section 2(a)); and an employee hired on or after March 1, 2015 must move to Step 7 on the Patrol Officer Salary Schedule (Article 15, Section 2(b)). Movement to the rank of PFC shall occur on the month and day of the employee's date of hire.

ARTICLE 22 - MEDICAL INSURANCE FOR RETIREES

SECTION 1. Upon their retirement, officers are eligible to receive medical insurance with a participant contribution of twenty percent (20%) for individual coverage and twenty percent (20%) for the coverage of a spouse in the Town-provided HMO or PPO program until the officer reaches the age of sixty-five (65). Alternatively, officers are eligible to receive

medical insurance with a participant contribution of fifteen percent (15%) for individual coverage and fifteen percent (15%) for the coverage of a spouse in the Town-provided HDHP program until the officer reaches the age of sixty-five (65). This provision applies to all employees on the payroll on and after July 1, 2014.

SECTION 2. To the extent relevant, the program as enumerated in Section 1 above will be covered by the following additional terms:

A. In the event that the officer becomes employed by a new employer after retiring from the Police Department and the new employer provides comparable benefits, the Town's obligation to provide medical benefits will cease. In the event that the retired Officer leaves the employment of a new employer and loses the medical benefits and/or the new employer ceases to provide comparable medical benefits, the medical benefits provided for in this Article shall be reinstated, provided that the Officer (a) provides proof of loss of the other coverage; and (b) requests reinstatement of the Town's coverage in a timely fashion. Every retired Officer has a responsibility to provide the Town with information regarding medical benefits offered to the retired Officer by a new employer. The Town reserves the right to make an annual inquiry of the retired Officer regarding said medical benefits offered to the retired Officer by a new employer.

B. In the event that the officer dies before the expiration of the benefit period, the benefit of the surviving spouse would remain available for the remaining portion of the benefit period.

C. In order for medical insurance to be received, the retiree must pay the appropriate premium differential so that, with the Town's share, One Hundred (100) percent of the premium is accounted for.

SECTION 3. Employees shall make contributions to the Other Post-Employment Benefits trust ("OPEB") to offset the cost of retiree health insurance. Employees on the payroll as of December 31, 2018 shall contribute 1.5% of base wages for a period of five (5) years and shall not increase above 1.5% for this period. Employees hired after December 31, 2018 shall contribute 2% of base wages for a period of ten (10) years. Employees shall be refunded money upon conclusion of employment provided each such employee agrees not to seek retiree health benefits or the employee has not been employed by the town for a sufficient period of time to earn a vested right to the benefit. In the event that a retiree elects to reinstate medical benefits pursuant to Article 22, Section 2.A., the retiree shall return all OPEB contributions previously refunded.

ARTICLE 23 - PENSION

SECTION 1. The normal retirement date for all participants in the Town of Simsbury Police Retirement Plan shall be the earlier of Twenty Five (25) years of credited service or age Fifty Three (53). Effective July 1, 2014, the term final average earnings shall be amended as follows: Earnings: all W-2 earnings received from the employer capped at a maximum amount of Ten percent (10%) over base salary per year. Participants shall make pension contributions on all earnings as described above.

ARTICLE 24 - DURATION

SECTION 1. This Agreement shall have an effective date of July 1, ~~2021~~ ~~2018~~, and an execution date or signing date as may be relevant in this Agreement as is set forth above the signatures affixed hereto, subject to any limitations imposed thereon by any and all lawful provisions and regulations of any economic controls in effect. The Town agrees to cooperate with the Union at no expense to the Town, in pursuing such interpretations or exceptions, either administratively or by litigation as may be permitted under federal economic controls.

SECTION 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically, referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered; amended, or modified in any respect whatever except by a document signed on behalf of the parties hereto by their duly authorized officers and representatives.

SECTION 3. This Agreement shall remain in full force and effect until the 30th of June, ~~2024~~~~2021~~.

In witness whereof the parties have caused their names to be signed to this instrument on the ___ day of ~~June~~~~March~~, ~~2021~~~~2019~~, said date to be deemed the signing or execution date.

SIGNED this ___ day of ~~June~~~~March~~, ~~2021~~~~2019~~.

FOR THE TOWN

FOR THE UNION

Maria E. Capriola
Town Manager

Scott Sagan ~~Gary Gray~~, President
IBPO, Local 458

APPENDIX A – HEALTH INSURANCE PLAN DESIGN INFORMATION

**Town of Simsbury Benefit Comparison Chart Proposal
IBPO**

Benefit Provision	HMO	PPO		HDHP	
	In Network	In Network	Out of Network	In Network	Out of Network
1 Calendar Year Deductible	NA	NA	Individual: \$250 Family: \$750 Only out of network costs apply to the deductible. Once an individual hits the individual deductible the plan will pay at the coinsurance level for that individual until all family members contribute/ meet the family deductible	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum. Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2 Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$1,500 Family: \$3,250 Only out of network costs apply to the maximum. Once an individual hits the individual maximum the plan will pay 100% of the costs for that individual until all family members contribute/ meet the family maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3 PCP Office Visit	\$20 Copay per visit, then plan pays 100%	\$20 Copay per visit, then plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
4 Specialist Office Visit	\$20 Copay per visit, then plan pays 100%	\$20 Copay per visit, then plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
5 Preventative Care	No cost - Plan pays 100%	No cost - Plan pays 100%	Plan pays 80% after deductible	No cost - plan pays 100%	Plan pays 80% after deductible
6 Pharmacy - Retail 30 day supply	Generic: \$10 Preferred: \$25 -\$20 Non-preferred: \$40	Generic: \$10 Preferred: \$25 -\$20 Non-preferred: \$40	Generic: \$10 Preferred: \$25 \$20 Non-preferred: \$40	The following copay applies after deductible: Generic: \$10 Preferred: \$25 -\$20 Non-preferred: \$40	Plan pays 80% after deductible
7 Pharmacy - Home Delivery & Retail 90 day supply	Generic: \$20 Preferred: \$50 \$40 Non-preferred: \$80	Generic: \$20 Preferred: \$50 \$40 Non-preferred: \$80	Not covered	The following copay applies after deductible: Generic: \$20 Preferred: \$50 \$40 Non-preferred: \$80	Not covered
8 Second Surgical Opinion	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
9 Surgery in Physician Office	\$20 Copay per visit, then plan pays 100%	\$20 Copay per visit, then plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
10 Allergy Injections and Serum dispensed in the Physician Office	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
11 Inpatient Hospital	\$300 per admission copay , then plan pays 100%	\$300 per admission copay , then plan pays 100%	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges
12 Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
13 Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
14 Multiple Surgical Reduction	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure		Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15 Outpatient Facility Services	\$100 \$150 per facility visit copay, then plan pays 100%	\$100 \$150 per facility visit copay, then plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
16 Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
17 Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	\$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year(in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18 Home Health Care including Outpatient Private Duty Nursing	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19 Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)

**Town of Simsbury Benefit Comparison Chart Proposal
IBPO**

Benefit Provision	HMO	PPO		HDHP	
	In Network	In Network	Out of Network	In Network	Out of Network
20 Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
21 External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
22 Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 80% after deductible	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible
23 Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
24 Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible	Plan pays 100% after deductible	Plan pays 80% after deductible
25 Emergency Room, Urgent Care & Emergency Care	<u>Emergency Room</u> - \$50 \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$25 copay; <u>Emergency Care in physicians office</u> - \$20 copay; then plan pays 100%	<u>Emergency Room</u> - \$50 \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$25 copay; <u>Emergency Care in physicians office</u> - \$20 copay; then plan pays 100%	Plan pays 100% after deductible includes advanced radiology	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26 Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27 Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible	Plan pays 100% after deductible
28 Maternity	<u>Initial visit and global OBGYN & Specialist fee</u> - \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	<u>Initial visit and global OBGYN & Specialist fee</u> - \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29 Hospice	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30 Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
31 Abortion (Elective and non-elective)	<u>Physicians Office</u> - \$20 copay; <u>Inpatient Facility</u> - \$300 per admission copay; <u>Outpatient Facility</u> - \$400 \$150 copay; <u>professional services</u> - plan pays 100%	<u>Physicians Office</u> - \$20 copay; <u>Inpatient Facility</u> - \$300 per admission copay; <u>Outpatient Facility</u> - \$400 \$150 copay; <u>professional services</u> - plan pays 100%	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
32 Family Planning -Men	Physician Services - \$20 copay; Inpatient Hospital \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100%	Physician Services - \$20 copay; Inpatient Hospital \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100%	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33 Family Planning - Women	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34 Infertility - lifetime maximum does not apply	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35 Organ Transplants	<u>Inpatient hospital</u> - \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	<u>Inpatient hospital</u> - \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	Plan pays 80% after deductible, includes inpatient hospital and professional services	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services

Town of Simsbury Benefit Comparison Chart Proposal
IBPO

Benefit Provision	HMO	PPO		HDHP	
	In Network	In Network	Out of Network	In Network	Out of Network
36 Dental Care	Physicians Office - \$20 copay; Inpatient Facility - \$300 per admission copay; Outpatient Facility - \$100 \$150 copay; professional services - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Physicians Office - \$20 copay; Inpatient Facility - \$300 per admission copay; Outpatient Facility - \$100 \$150 copay; professional services - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37 Mental Health/Substance Abuse	Inpatient hospital - \$300 copay per admission; Outpatient - \$20 copay outpatient physician office and facility charges	Inpatient hospital - \$300 copay per admission; Outpatient - \$20 copay outpatient physician office and facility charges	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

* The CIGNA plan documents will govern the provisions of the policy in the event there is a discrepancy between this Comparison and the plan

*Pharmacy Management Essential Protection Drug Utilization Management Package
Health Matters Care Management (from Basic Low) to Preferred Model*



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Vacation Carryover Requests (Police, CSEA)

2. **Date of Board Meeting:** June 28, 2021

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 approving the vacation carryover requests, the following motion is in order:

Move, effective June 28, 2021, to approve the vacation carryover requests as presented in the table below and requiring Selectmen action. Further stipulate that the approved excess vacation days must be used on or before December 31, 2021. Any unused approved excess vacation days still on the books as of January 1, 2022 will be forfeited. Should the employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days authorized by the Board of Selectmen.

5. **Summary of Submission:**

AFSCME, Dispatchers and non-union employees have transitioned to a simplified administrative process, with an annual forfeiture date of November 1 as opposed to July 1.

Our employees represented by IBPO and CSEA have not yet transitioned to this process. Therefore, vacation carryover requests for those employees in excess of ten days must be reviewed and approved or denied by the Board of Selectmen. It is standard practice for vacation carryover requests of up to ten days to be reviewed and approved or denied by the Chief Executive. The annual forfeiture date for these employees is currently July 1.

Preparation for Mr. Thibeault's (Recreation Supervisor) summer and winter seasons were busy due to the constantly evolving landscape of COVID guidelines, therefore he was unable to use the hours he is requesting; he plans to utilize the excess time by early July.

Mr. Bazzano (IT Manager) was unable to utilize his time due to his workload associated with COVID-19 such as the deployment, maintenance and support of over 60 remote devices. He plans to utilize the excess time by August.

Patrol Officer Marinak was unable to utilize his time due to being on an extended leave of absence. Police Records Supervisor Mark Edwards is requesting to carryforward time due to his workload.

Ms. Sousa (Finance Specialist) is taking a vacation at the end of July. She would like to carryforward 16 hours of vacation time and apply it to that vacation.

The vacation carryover requests are as follows:

Name of Staff	Vacation Carryforward Request CEO/Department Head Approval	Vacation Carryforward Request Amount Needing BOS Approval	Total Vacation Carryforward Total Request
John Thibeault	70 hours	7 hours	77 hours
Rick Bazzano	80 hours	32.4 hours	112.4 hours
Jesse Marinak	80 hours	24 hours	104 hours
Mark Edwards	70 hours	17.22 hours	87.22 hours
Laurie Sousa	80 hours	16 hours	96 hours

If the Board of Selectmen supports granting the excess vacation carryover requests above the normally permitted ten days, I would recommend you do so with the following caveats:

- The approved excess vacation days must be used on or before December 31, 2021. Any unused approved excess vacation days still on the books as of January 1, 2022 will be forfeited.
- Should an employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days.

6. Financial Impact:

There is no direct financial impact associated with staff carrying forward the requested earned vacation time.

7. Description of Documents Included with Submission:

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectmen References to Town Manager When Appropriate Due to Change in Form of Government
2. **Date of Board Meeting:** June 28, 2021

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 scheduling a public hearing on the proposed amendment, as well as referring the proposed changes to the Personnel Rules and Regulations to the Personnel Sub-Committee, the following motion is in order:

Move, effective June 28, 2021 to set a public hearing to receive public comment concerning the omnibus amendment to the Code of Ordinances to change the First Selectman references to Town Manager where appropriate for 6:00pm on Monday, July 12, 2021, and to refer the proposed amendments to the Personnel Rules and Regulations to Personnel Sub-Committee for review.

5. **Summary of Submission:**
In December 2017, the Town of Simsbury's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen. At that time, the chief executive officer of the Town changed from the First Selectman to the Town Manager. Since that time, any authority granted to the chief executive officer through Charter, ordinance, policy, or resolution has been presumed to be vested in the Town Manager.

In the Code of Ordinances alone, there are a large number of references to the First Selectman. This does not include references in the Charter, Town policies, Board of Selectmen resolutions, and other documents that may include references to the responsibilities and authority of the chief executive officer. As a matter of housekeeping, staff and the Town Attorney are recommending an omnibus amendment to the Code of Ordinances that changes First Selectmen references to Town Manager where appropriate.

In addition, staff and the Town Attorney are recommending amendments to the Personnel Rules and Regulations to change all references from the First Selectman to the Town Manager where appropriate. In addition to these proposed housekeeping changes, many of our Personnel Rules and Regulations are outdated and require a

comprehensive review. The last comprehensive update to the Rules and Regulations was in 2009. Any additional changes will be presented separately at a future date.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Proposed Changes to the Code of Ordinances
- b) Proposed Changes to the Personnel Rules and Regulations

TOWN OF SIMSBURY

BOARD OF SELECTMEN

**AMENDMENTS TO VARIOUS SECTIONS OF THE CODE OF ORDINANCES
TO CONFORM THE CODE TO THE SIMSBURY TOWN CHARTER**

WHEREAS, in December 2017, the Town of Simsbury adopted a revised Charter which changed the Town's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen; and

WHEREAS, as a result of the Charter change, the chief executive officer of the Town changed from the First Selectman to the Town Manager; and

WHEREAS, since the effective date of the 2017 Charter, the authority granted to the Town Manager as the chief executive officer by the various sections of the Charter requires an amendment to the corresponding sections of the Code of Ordinances to vest that authority in the Town Manager; and,

WHEREAS, the 2017 Charter eliminates the Health and Welfare and Human Relations Commissions; and

WHEREAS, the elimination of the two Commissions within the Charter requires the repeal of the ordinances related to those Commissions.

NOW, THEREFORE, BE IT RESOLVED, that the following Sections of the Code of Ordinances are hereby amended as indicated (deletions are indicated by strike-through, insertions are indicated in brackets):

A. CHAPTER 11, LOCAL EMERGENCIES

11-2 Declaration of Local Disaster or Emergency

The ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, acting pursuant to Connecticut General Statutes Section 28-8a, is authorized to declare a local disaster or emergency when there exists within the Town of Simsbury conditions constituting a major disaster or emergency, as those terms are defined by Connecticut General Statutes Section 28-1.

11-3 Effect of Declaration

Upon the issuance of such declaration, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, shall exercise all the powers and authority granted to the municipality and/or its chief executive officer under Connecticut General Statutes Chapter 517, as amended.

11-5 Activation of Emergency Operation Center

Upon the declaration of disaster or emergency, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, is authorized to activate the Emergency Operations Center, open one or more emergency shelters, designate evacuation routes and take such action as is necessary to protect public health and safety.

B. CHAPTER 13, CODE OF ETHICS

13-12(A) Acknowledgment Form

Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the ~~First Selectman~~ [Town Manager], indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1003 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.

Attachment 2 Board of Ethics Guidelines for Gifts and Favors

...offered the same benefit; AND (b) the event is approved in advance by the ~~First Selectman~~ [Town Manager] in the case of Town officials and employees, or the Superintendent of ... of Board of Education officials and employees. Any such approvals by the First ...

C. CHAPTER 21, FUNDS

21-3 Open Space Committee

For purposes of this chapter ~~there may be established pursuant to Section 403 of the Town Charter~~ an [The] Open Space Committee [as established in section section 615] (hereinafter referred to as "Committee") to assist the Board of Selectmen in administering the fund. If so established by appropriate resolution, the Committee shall consist of the First Selectman, Chairman of the Planning Commission, Chairman of the Conservation Commission, Chairman of the Zoning Commission, or their designees, and one other member to be appointed by the

Board of Selectmen. The Committee shall establish rules of procedure for the conduct of its business.

21-4(A) Selection of Criteria for Land to be Considered for Acquisition And Preservation

The types of undeveloped or underdeveloped land, or development rights with respect to such land, to be considered by the Board of Selectmen for acquisition wholly or partially with moneys from the fund must be land or development rights the ownership of which would be consistent with the general purposes of this chapter. The Committee shall work with town staff and the Board of Selectmen to identify land or development rights for the purposes of this chapter. If requested by the ~~First Selectman~~ [Town Manager], the Committee may solicit potential sellers and may negotiate transactions to be recommended to the Board of Selectmen for approval for acquisition.

21-5 Approval; Administrative

Determination that a particular parcel of land or development rights thereto is to be acquired with moneys in the fund shall be made solely by the Board of Selectmen after recommendation from the Committee ~~and by the Town Meeting if required by Section 503(h) of the Town Charter.~~ Referral to the Simsbury Planning Commission shall be made pursuant to Connecticut General Statutes, § 8-24. The fund shall be administered by the ~~First Selectman~~ [Town Manager] and appropriations made from the fund by the Board of Finance as directed by the Board of Selectmen in accordance with the provisions of this chapter and the Town Charter.

D. CHAPTER 23, HEALTH AND WELFARE COMMISSION

Delete in its entirety:

~~23-2 Membership; Appointment and Term; Compensation~~

~~The Health and Welfare Commission shall consist of nine electors of the town. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of four years, except that of those first appointed four shall be appointed for a two-year term and the remainder for the full four-year term. Biennially thereafter, the Selectmen shall appoint in the manner provided herein either four or five members to this Commission. The members shall serve without compensation.~~

E. CHAPTER 26, HUMAN RELATIONS COMMISSION

Delete in its entirety:

~~26-2 Membership; Appointment and Term~~

~~The Human Relations Commission shall consist of three members. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of two years. Biennially thereafter, the Selectmen shall appoint three members to this Commission.~~

F. CHAPTER 48, PERSONNEL

48-4(A) and (B) Position Descriptions

(A) ~~The First Selectman~~ [Town Manager] shall prepare or cause to be prepared initial position descriptions for all existing positions and present them to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975[of each year following the municipal election].

(B) ~~The First Selectman~~ [Town Manager] shall prepare or cause to be prepared new or revised position descriptions from time to time as appropriate and submit them to the Board of Selectmen for approval. No new permanent full-time employees will become employed by the town until a position description has been prepared, recommended by the ~~First Selectman~~ [Town Manager] and approved by the Board of Selectmen, except when unusual circumstances require a temporary departure from this standard.

48-5 Compensation Plan and Personnel Guidelines

The ~~First Selectman~~ [Town Manager] shall also prepare or cause to be prepared the compensation plan and personnel guidelines and rules referred to in §48-3 above. They shall be referred to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975.

48-7 Personnel and Collective Bargaining Committee

The ~~First Selectman~~ [Town Manager] and the Board of Selectmen shall be assisted by the Personnel and Collective Bargaining Committee of the Board of Selectmen in fulfilling their obligations as outlined above. All newly created positions will be referred to this Committee prior to action by the full Board. This Committee will also be advised of plans to hire or promote employees at department head level so that assistance can be provided in screening candidates and so that the Committee will be able to recommend action to the full Board when appropriate.

G. CHAPTER 52, POLICE COMMISSION

52-4 Powers And Duties

B.

Specifically, the Police Commission shall also have the following specific powers and duties:

(3)

Personnel matters. The Police Commission shall be responsible for personnel matters within the Police Department, including but not limited to the appointment and removal, after receiving and considering comments from the Chief of Police and subject to such rules and regulations concerning town employees as may be adopted by the Board of Selectmen pursuant to the provisions of Chapter X of the Charter, of all other officers and employees of the Police Department. Said powers of appointment and removal shall include the appointment and removal of an Animal Control Officer, whose appointment shall be subject to the approval of the ~~First Selectman~~ [Town Manager] and whose powers and duties shall be as provided in Chapter 435 of the Connecticut General Statutes, as amended.

H. CHAPTER 63, ALCOHOLIC BEVERAGES

63-2(A) Possession or Consumption in Town Buildings Limited; Permit Required

Exception to prohibition; permit required. Notwithstanding the provisions of this §63-2, any person may possess and consume alcoholic liquor in Town-owned buildings, excluding buildings operated by the Board of Education, if a written permit so authorizing said possession and consumption has been obtained from the office of the ~~First Selectman~~ [Town Manager] for a specific event on a specific date or dates. Such a permit may be issued by the ~~First Selectman~~ [Town Manager] upon receipt of a completed application on a form approved by the Board of Selectmen and upon a determination by the Board of Selectmen that the issuance of the permit will not be detrimental to the public safety, health or welfare or result in a violation of any other ordinance of the Town, or state or federal law.

I. CHAPTER 75, OPEN BURNING

75-1 SUBSECTION 4 Open Burning Official

Any person appointed by the ~~First Selectman~~ [Town Manager] and certified by the Commissioner.

J. CHAPTER 100, GIFT POLICY

100-5(A) Administrative Procedures

Before a donor offers a gift of personal property to the town which does not exceed \$1,500 in value, the donor shall discuss the proposed gift with the Director of Finance if the gift is to be directed to a specific program or department or with the ~~First Selectman~~ [Town Manager] if the proposed gift is intended for system-wide use by the town. The Director of Finance may accept any such gift not in excess of \$1,500 in value if he determines that acceptance of the gift is consistent with the goals of the town.

K. CHAPTER 106, LITTERING

106-3(A) Notice To Remove Litter, Failure Comply; Assessment of Costs and Expense

The ~~First Selectman~~ [Town Manager] or his authorized representative is hereby authorized and empowered to notify the owner of any private property within the town or the agent of such owner to dispose of litter located on such owner's property which is unsightly or dangerous to public health, safety or welfare. Said notice shall be by registered or certified mail, return receipt requested, addressed to such owner at the address shown on the last completed grand list or to his agent at his last known address.

L. CHAPTER 120, PEDDLERS AND HAWKERS

120-8(B) Suspension and Revocation of Licenses

Notice of any suspension shall be in writing and shall be issued by the Town Clerk, who shall state therein the reasons for the suspension and shall further give notice of the date and time of the revocation hearing scheduled before the ~~First Selectman~~ [Town Manager]. A notice of hearing for revocation of license shall set forth specifically the ground(s) of the complaint. The Town Clerk shall mail the suspension and revocation hearing notice by certified mail to the last known address of the license holder at least seven days before said scheduled revocation hearing.

M. CHAPTER 123, BLIGHTED AND UNSAFE PREMISES

123-3 Subsection 2 Blight Prevention Officer

Such individual as is designated by the ~~First Selectman~~ [Town Manager] to act as the Blight Prevention Officer.

123-3 SUBSECTION 4 Building Citation Office

Any individual(s) appointed by the ~~First Selectman~~ [Town Manager] to conduct hearings authorized by the Simsbury Code of Ordinances.

N. CHAPTER 133, SOLID WASTE

133-7© Revocation or Suspension of License or Registration

Request for review; filing; effect of failure to file. If a collector objects to the Director's action described in Subsection B above to revoke or suspend such collector's license or registration, he may, within the five calendar days of issuance of said notice, file a written request for review with the ~~First Selectman~~ [Town Manager] at which review the collector may present evidence to attempt to demonstrate that he has not violated this article or that the penalty for the violation should be mitigated for good cause. Failure to file such timely request for review shall make the Director's action final and binding upon such collector.

TOWN OF SIMSBURY

BOARD OF SELECTMEN RESOLUTION

**AMENDMENTS TO CHAPTER A160 PERSONNEL RULES AND REGULATIONS
CHAPTER A161, PURCHASING AND A162, RULES OF PROCEDURE**

WHEREAS, in December 2017, the Town of Simsbury adopted a revised Charter which changed the Town's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen; and

WHEREAS, as a result of the Charter change the chief executive officer of the Town changed from the First Selectman to the Town Manager; and

WHEREAS, since the effective date of the 2017 Charter, the authority granted to the Town Manager as the chief executive officer by the various sections of the Charter requires an amendment to the corresponding sections of the Personnel Rules and Regulations, the Purchasing Policy and the Rules of Procedure (collectively "the Policies") to vest that authority in the Town Manager; and,

NOW, THEREFORE, BE IT RESOLVED, that the following Sections of the Policies are hereby amended as indicated (deletions are indicated by strike-through, insertions are indicated in brackets):

Pursuant to Chapter A160, Section 2(B) of the Personnel Rules and Regulations, the following amendments are hereby adopted:

A160-2.00 Administration

A.

In accordance with Section 602 of the Town Charter, the ~~First Selectman~~ [Town Manager] is the Personnel Director for the Town with the exception of Board of Education employees. ~~The First~~

~~Selectman~~ [Town Manager] may, from time to time as he or she deems necessary, delegate duties and responsibilities to a designee for the purpose of carrying out these rules and regulations.

B.

The Board of Selectmen may establish, rescind or amend such administrative procedures as it may consider necessary for implementation of these Personnel Rules and Regulations. Such Personnel Rules and Regulations and any amendments thereto shall become effective upon being approved by resolution of the Board of Selectmen.

C.

The ~~First Selectman~~ [Town Manager] shall be responsible for the proper administration of these rules and regulations. The Board of Selectmen may revise these Personnel Rules and Regulations as appropriate.

A160-3.00 Personnel Records

Personnel Records for Town employees shall be maintained by the ~~First Selectman~~ [Town Manager], who shall also maintain records of all official acts under the Personnel Rules and Regulations. Employees may examine their own personnel records in accordance with the procedures established by the ~~First Selectman~~ [Town Manager] and state and federal law.

A160-3.10 Personnel Reports

Department heads shall promptly submit data on proposed appointments, status changes, or separations pertaining to the classified service at such time, in such form, and with such supporting information as these rules prescribe or as the ~~First Selectman~~ [Town Manager] deems necessary.

A160-4.00 Recruitment Policy

A.

The Town of Simsbury, as an Equal Employment Opportunity Employer, will consider applicants for employment with the Town and candidates for promotion on the basis of their qualifications for a position without regard to race, color, religious creed, age, sex, national origin, ancestry, marital status, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, except in the case of a bona fide occupational qualification or need, and to treat applicants and employees in a nondiscriminatory fashion. The Town conforms to all related state and federal law.

B.

Department heads will submit requisitions to fill position openings to be authorized by the First Selectman. Applications are accepted only when there is an opening that is listed as a job vacancy.

A160-4.10 Employment Administration

A.

The ~~First Selectman~~ [Town Manager], with the assistance of the department heads, is responsible for the administration of all employment policies and procedures, including, but not limited to, posting job openings, recruitment, advertising, interviewing (including oral exam panels), testing, screening, reference checking, referring qualified applicants, certifying candidates, orientation and induction, and Affirmative Action.

B.

Nothing in this section shall diminish or alter the responsibility of the Police Commission for personnel matters within the Police Department as set forth in Section 715 of the Charter of the Town of Simsbury.

A160-4.20 Announcements

A.

The ~~First Selectman~~ [Town Manager] shall make known vacancies in the classified services by posting announcements for such vacancies on official bulletin boards and at least one newspaper having a general circulation in the area and in such other places as may be deemed necessary. Announcements for promotional vacancies will be posted on official bulletin boards.

B.

Announcements shall specify the title and salary range of the position, the essential functions to be performed, minimum qualifications of prospective applicants and other information the ~~First Selectman~~ [Town Manager] deems pertinent. Applications provided by the ~~First Selectman~~ [Town Manager] shall be made on forms that include the Town's Equal Employment Opportunity statement.

A160-4.50 Establishment of Employment Lists

A.

Employment lists, in rank order, shall be of three kinds: eligible list, promotional list, and re-employment list.

B.

The ~~First Selectman~~ [Town Manager] shall establish and maintain such lists for the various classes of positions in the competitive service as deemed necessary or desirable to meet the needs of the service. The names of eligible candidates shall be placed on promotional lists and eligible lists in the order of their grades.

A160-4.60 References

A.

As part of the pre-employment procedure, former supervisors, employers and references provided by candidates are verified by the ~~First Selectman~~ [Town Manager] in consultation with the department head. References and other checks (which may include but not be limited to motor vehicle, credit status, criminal and financial histories, as well as verification of education, employment history and professional license) are documented and made part of the applicant's file, with the exception of candidates for a sworn position within the Police Department. These background checks are made prior to an offer of employment, and the information is part of the applicant's file. All such information is handled as confidential information to the extent permitted by applicable law.

B.

Reference checks of candidates for a sworn position within the Police Department shall be a part of an extensive background check conducted by the Police Department and shared with the Chief of Police, ~~First Selectman~~ [Town Manager] and Police Commission, upon request, during the hiring process. Such backgrounds shall remain in the confidential possession of the Chief of Police and be made available to the ~~First Selectman~~ [Town Manager], and Police Commission, upon request.

A160-4.70 Disqualification

A.

Reasons for disqualification. The ~~First Selectman~~ [Town Manager] may reject any application:

(1)

Which indicates on its face that the applicant does not possess the minimum qualifications required for the position;

(2)

Which was not filed by the announced closing date for receiving applications, unless prior to such date an extension of time has been publicly announced;

(3)

If the applicant cannot perform the essential functions of the job for which he or she seeks employment, or, if the individual is disabled within the meaning of the ADA, cannot perform the essential functions of the job even with reasonable accommodation; or

(4)

If the applicant has made any false statement of material fact or practiced any deception or fraud in his/her application.

B.

Notification. Whenever any application is disqualified, the ~~First Selectman~~ [Town Manager] shall give written notice to the applicant of such rejection, by first class mail addressed to the latest address on the application form.

A160-5.10 Notification of Probationary Appointment

At the time of appointment, the ~~First Selectman~~ [Town Manager] notifies the appointee, in writing, of the following: Wage or salary; Hours of employment; Flex-time schedule where applicable; Wage payment schedule; and The job description of the position for which he/she had been hired.

A160-5.30 Probationary Period

For securing the most effective adjustment of a new employee to his/her position and for determining that an employee's work meets required standards, all appointments are for a probationary period, normally not to exceed one year. The department head may extend the probationary period with the approval of the ~~First Selectman~~ [Town Manager].

A.

Evaluation of performance. During the probationary period, the ~~First Selectman~~ [Town Manager] or his/her designee shall evaluate the job performance of the employee; and, where appropriate, complete a written evaluation. The extent and type of the evaluation shall be determined by the ~~First Selectman~~ [Town Manager].

B.

Dismissal. During the probationary period, the ~~First Selectman~~ [Town Manager] may terminate an employee. Such termination shall be based on the ~~First Selectman's~~ [Town Manager's] assessment of the needs of the Town and the employee's job performance. Criteria for dismissal would include, but not be limited to, demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performance, misrepresentations in the application, incompatibility with supervisor, or any other criteria determined to be relevant to the decision of the ~~First Selectman~~ [Town Manager]. Notification of such dismissal shall be in writing.

A160-5.40 Notification of Regular Appointment

Upon the successful completion of the probationary period, the ~~First Selectman~~ [Town Manager] or his or her designee shall notify the employee in writing of regular appointment. A Regular Employee is one who has successfully completed his or her probationary period.

A160-5.50 Emergency Appointments

A.

For the purposes of this section, the term "emergency" is defined as meaning an instance in which public business would be stopped or causes a serious loss or inconvenience to be brought upon the public if not addressed.

B.

In an emergency, the ~~First Selectman~~ [Town Manager] may authorize the appointment of any qualified person to a vacant position when the ~~First Selectman~~ [Town Manager] believes the appointment is necessary to prevent stoppage of public business or loss or serious inconvenience

to the public. Such appointment is valid for the duration of the emergency without regard to the rules affecting appointments.

A160-6.00 Classification Plan

The First Selectman is responsible for the preparation of a classification plan which shall become effective upon approval by resolution of the Board of Selectmen. The classification plan is a statement of the essential functions of each position in the classified service, of the minimum qualifications for appointment, and of the pay ranges for such positions. All positions in the classified services are grouped into pay grades. Written job descriptions are prepared for each position.

A160-6.10 Position Classification

The classification plan as submitted by the ~~First Selectman~~ [Town Manager] and approved by the Board of Selectmen reflects the Town's assessment of the essential functions of each position and the skills and experience necessary to perform the essential functions.

A160-6.20 Reclassification

When the ~~First Selectman~~ [Town Manager] determines that the duties of a position have changed materially so as to necessitate its reclassification, that position may be allocated to a more appropriate pay grade, whether newly created or currently existing, in the manner set forth above.

A160-7.00 Pay Plan

The ~~First Selectman~~ [Town Manager] shall prepare and submit to the Board of Selectmen a pay plan for each grade in the classified service, showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration may be given to the Town's financial conditions and policies, prevailing rates of pay for comparable work in the general labor market area, conditions of work, and suggestions of department heads.

A160-7.10 Pay Plan Review

The ~~First Selectman~~ [Town Manager] shall review the plan annually and recommends to the Board of Selectmen necessary revisions to reflect the Town's goals, priorities, needs and economic conditions and to attract and retain qualified personnel in the classified service.

A160-7.20 Starting Salary Rates for Regular Full-Time Employees

A.

Placement on salary/wage schedule. The starting rate of pay offered for recruitment purposes is normally the minimum rate of the pay ranges. The ~~First Selectman~~ [Town Manager] may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the ~~First Selectman~~ [Town Manager] determines in his or her sole discretion that such action is appropriate.

B.

Starting rate on return from military service. Any regular employee who leaves the Town service to enter the armed forces shall be reinstated to the extent required by state and federal law;

A160-7.30 Salary Rates for Other than Full-Time Employees

A.

Regular part-time employees. Such employees are paid on an hourly basis at the wage schedule rate for specific positions.

B.

Wage schedule for part-time, seasonal and temporary employees. Employees who work less than 1/2 the normal work week, or less than 10 months per year, are paid the legally required state minimum wage rate.

(1)

Exceptions to this wage schedule may be based on the needs of the Town and made for employees with special skills, experience, or as the labor market requires, at the discretion of the ~~First Selectman~~ [Town Manager].

(2)

Specific wage schedules for part-time, seasonal and temporary employees are maintained and reviewed annually by department heads and recommended to the ~~First Selectman~~ [Town Manager].

C.

Hourly employees. All hourly employees are paid for the actual number of hours worked during the pay period, including 1 1/2 times their regular rate of pay for any hours worked in excess of 40 in a single work week.

D.

Salaried employees.

(1)

All salaried employees are paid their annual salary divided by the number of pay periods per year.

(2)

Salaried, non-exempt employees are paid 1 1/2 times their regular rate of pay for any hours worked in excess of 40 in a single work week.

(3)

Salaried, exempt employees are not eligible for overtime.

E.

Compensatory time in lieu of overtime. Employees eligible for overtime payment may request, in writing, to receive compensatory time off in lieu of overtime payments in accordance with Section 8.10C of these Personnel Rules and Regulation.

A160-8.00 Attendance

A.

All departments maintain attendance records for employees during each respective pay period and furnish reports of such attendance annually to the ~~First Selectman~~ [Town Manager].

B.

Excessive or habitual lateness, absenteeism, or falsification of time records are considered serious infractions and will lead to discipline, up to and including dismissal.

C.

The usual work week is considered to be at least 40 hours per week, Monday through Friday, subject to any differences that may apply to represented employees under applicable collective bargaining agreements.

D.

Time records will be kept for exempt and non-exempt employees indicating sick, personal, vacation or other paid leave time utilized. All departments maintain attendance records for employees during each respective pay period and furnish reports of such attendance to the ~~First Selectman~~ [Town Manager].

E.

Exempt employees will complete time sheets indicating the time the employee begins work and the time the employee discontinues work at the end of the day.

F.

Non-exempt employees must accurately record on a daily basis the time they begin and end their work, as well as the beginning and ending time for each meal period. The beginning and ending time of any partial day worked or a departure from work early for personal reasons should be recorded on the time record. The employee also shall enter all overtime hours worked.

A160-8.10 Overtime

A.

Hourly and non-exempt employees. Hourly and non-exempt employees are compensated at overtime rates in accordance with applicable state and federal wage and hour laws. Represented employees should refer to their collective bargaining agreement for specific information regarding overtime pay or compensation.

B.

Exempt employees. It is expected that exempt employees shall normally work a minimum of 40 hours per week and are required to work as many hours as necessary to satisfactorily perform their job duties without regard to hours per day, week or month. Since attendance at meetings of Town agencies shall be considered part of the duties of the position and not eligible for compensation, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner.

C.

Compensatory time.

(1)

Compensatory time may be given to hourly and non-exempt employees in lieu of overtime pay with the prior written approval of the First Selectman or his/her designee. All requests for compensatory time in lieu of overtime pay must be made in writing by the employee requesting such time to the ~~First Selectman~~ [Town Manager]. Employees meeting these requirements will be provided with 1 1/2 hours of compensatory time for every one hour worked in excess of 40 hours in a single work week.

(2)

Exempt employees are required to work as many hours as necessary to satisfactorily perform their job duties and therefore are generally not entitled to compensatory time. However, in extraordinary situations, exempt employees may be granted compensatory time in the sole discretion of the ~~First Selectman~~ [Town Manager].

A160-8.20 Outside Employment

Full-time employees are not allowed to be employed by any entity other than the Town without prior approval of the Town. The ~~First Selectman~~ [Town Manager] shall have sole discretion to determine whether the proposed outside employment will interfere with the employee's duties to the Town and whether to grant or deny approval. Any employee who receives approval and accepts other employment is subject to call to perform his or her regular Town duties first. Once granted, approval may be revoked at any time within the sole discretion of the ~~First Selectman~~ [Town Manager].

A160-9.10 Vacations

(2)

For employees in Position Level E-3 or above, "service" time includes time accumulated in the same or similar positions with other employers, when previous experience is a prerequisite for

employment. The amount of such additional "service" time shall be subject to approval by the ~~First Selectman~~ [Town Manager].

G.

Advanced vacation. No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation must be submitted by the department head to the ~~First Selectman~~ [Town Manager], in writing, subject to approval by the ~~First Selectman~~ [Town Manager]. In the case of the ~~First Selectman~~ [Town Manager], approval must be granted by the Board of Selectmen.

J.

Sickness while on vacation. An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness, and the request is approved by the ~~First Selectman~~ [Town Manager]. In the case of the ~~First Selectman~~ [Town Manager], approval must be granted by the Board of Selectmen.

A160-9.20 Sick Leave

When it is necessary for an employee to take sick leave due to non-occupational illness or disability, the salary of the full-time employee may be continued for a period not to exceed six months upon the approval of the ~~First Selectman~~ [Town Manager] and based on the needs of the Town as determined in the sole discretion of the ~~First Selectman~~ [Town Manager]. Among the factors he or she may choose to consider are the nature of the disability or illness, the service record of the employee, and the recommendation of an attending physician and/or a Town chosen physician. A paid sick leave up to one month's pay may be granted to probationary employees.

(3)

The ~~First Selectman~~ [Town Manager] or his/her designee may grant up to five paid sick leave days to any employee who takes leave to address the illness or physical incapacity of a "family member" as defined in the Family Medical Leave Act Policy, Section 9.30 of these Personnel Rules and Regulations.

E.

Recording of sick leave. Sick leave days are recorded regularly in the personnel records and the ~~First Selectman~~ [Town Manager] reviews all such records periodically.

A160-9.40 Leaves of Absence

B.

Leave of absence. The ~~First Selectman~~ [Town Manager], upon recommendation of the department head, may grant leaves of absence when necessary, with or without pay, up to a maximum of two months. The ~~Board of Selectmen~~ [Town Manager] may grant leaves of absence

for periods longer than two months. Employees on an approved leave of absence will be responsible for the payment of any applicable health insurance premium cost sharing.

C.

Bereavement pay. Three paid days off will be allowed for death in the immediate family (spouse, parent, parent-in-law, child, sibling, grandparent or grandchild) and one paid day off for the death of the employee's niece, nephew, aunt or uncle. Nothing contained herein shall prohibit the ~~First Selectman~~ [Town Manager] from granting additional unpaid bereavement leave at his/her discretion.

D.

Military leave. The ~~First Selectman~~ [Town Manager] grants military leave upon request for active duty in the National Guard or armed forces in accordance with Section 7-461 of the General Statutes of the State of Connecticut and applicable federal law.

A160-9.50 Holidays

(2)

Two additional holidays will be observed each year. The date of these floating holidays shall be determined by the submission of requested dates by the employee and approval by the ~~First Selectman~~ [Town Manager] based on the needs of the Town.

(3)

When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday, the following Monday shall be the day off. Exceptions to this section are at the discretion of the ~~First Selectman~~ [Town Manager].

B.

Attendance on days prior to and immediately after a holiday. Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or on leave authorized by the ~~First Selectman~~ [Town Manager] or department head.

A160-9.60 Personal Days

Subject to the approval of the ~~First Selectman~~ [Town Manager], employees shall be entitled to three paid personal days annually which may be used for personal business that cannot be scheduled during non-work hours. Personal days may not be carried over from year to year.

A160-9.70 Tuition Reimbursement Education Incentive

B.

Prior approval by the department head and ~~First Selectman~~ [Town Manager].

A160-10.31 Resignation

A.

An employee in good standing desirous of voluntarily leaving the classified service must notify his/her department head at least two weeks before leaving the service, in the form of a written resignation, stating the effective date and reasons for leaving. The ~~First Selectman~~ [Town Manager] may permit a shorter period of notice because of extenuating circumstances. The resignation is forwarded to the ~~First Selectman~~ [Town Manager] with a statement by the department head as to the resigned employee's service performance and pertinent information concerning the reason for the resignation. Failure to comply with this rule may be cause for denying future employment with the Town and loss of accrued vacation time. When possible, an employee who is leaving classified service will be scheduled with the ~~First Selectman~~ [Town Manager], or department head, for an exit interview.

B.

Employees are normally expected to provide written notice to the Office of the ~~First Selectman~~ [Town Manager] of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks' written notice shall be considered a "working" notice period: it is expected that an employee will be at work during the period of notice.

A160-10.32 Layoff

When a position must be discontinued or abolished for reasons including, but not limited to, a change in job requirements, reorganization, lack of work, or lack of funds, the department head shall submit a report to the ~~First Selectman~~ [Town Manager] together with a recommendation as to the employee to be laid off.

A.

Order of layoff. The order of layoff is based on the Town's needs as determined by the ~~First Selectman~~ [Town Manager]. Factors may include, but not be limited to, the employee's relative suitability, competence and performance for the jobs that remain and length of continuous service with the Town except that no regular full-time or regular part-time employee shall be separated while there is a temporary or probationary employee performing duties for which the regular employee is qualified, provided the employee makes application for the position.

A160-10.35 Dismissal

At any time during or after the probationary period, a department head, with the approval of the ~~First Selectman~~ [Town Manager], may dismiss an employee whose performance does not meet the required standards or for disciplinary reasons.

A160-11.00 Disciplinary Action

Disciplinary action will be determined by the circumstances. The ~~First Selectman~~ [Town Manager] may terminate any employee. The four-step process set forth below is a model, but the ~~First Selectman~~ [Town Manager] need not follow this model and may skip or modify one or more of the steps if the circumstances so dictate. The four model stages are as follows:

A160-11.30 Suspension

The supervisor may remove the employee from his/her job and suspend him/her with or without pay with the signed approval of the department head and ~~First Selectman~~ [Town Manager] for a period not to exceed 30 days. A written memorandum outlines the circumstances leading to the suspension and sets goals for improvement. It is reviewed with and signed by the employee and permanently placed in the employee's personnel file.

A160-11.40 Dismissal or Demotion

If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the employee may be dismissed or demoted by the ~~First Selectman~~ [Town Manager]. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion to the employee.

A160-11.50 Hearing

Prior to dismissal, an employee may request, in writing, a hearing before his/her supervisor and/or the ~~First Selectman~~ [Town Manager]. Upon such written request, the department head and/or ~~First Selectman~~ [Town Manager] will schedule a hearing. (Refer to Section 12, Employee Complaint and Hearing Procedure.)

A160-12.22 Regular Full-Time and Regular Part-Time Employees

(3)

Complaints not satisfactorily resolved at the department level, or for which a reply is not given in the specified time, are submitted in writing to the ~~First Selectman's~~ [Town Manager's] designee within three working days of the completion of action under (2) above. The ~~First Selectman's~~ [Town Manager's] designee then meets with the employee and such other persons as the ~~First Selectman's~~ [Town Manager's] designee deems necessary for the discussion and settlement of the complaint. The ~~First Selectman's~~ [Town Manager's] designee renders a written resolution of the complaint within six working days of its receipt.

(4)

Complaints that cannot be satisfactorily resolved by the ~~First Selectman's~~ [Town Manager's] designee may be submitted to the ~~First Selectman~~ [Town Manager] for final decision within three days of completion of action under (3) above. The ~~First Selectman~~ [Town Manager] will investigate and render a final decision within a reasonable time of receipt.

(5)

The Personnel Sub-Committee substitutes for the ~~First Selectman~~ [Town Manager] on all complaints initiated by persons whose appointment and removal is made by the ~~First Selectman~~ [Town Manager], for the second step in the process. If the matter remains unresolved, these employees may submit a complaint involving suspension, demotion or dismissal only to the full Board of Selectman for final decision within three days of completion of action of the Personnel Sub-Committee.

(6)

The ~~First Selectman~~ [Town Manager] and department head, as applicable, is notified immediately of each step of the process. In the case of a supervisor below department head level receiving the first notice, the department head is also notified.

Attachment 3 – Workplace Threats and Violence Policy

Nothing is more important to the Town than the safety and security of its employees. Threats, threatening behavior, intimidation, harassment or acts of violence against customers, employees, clients, visitors, guests, or other individuals by anyone on Town property or during working time will not be tolerated. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. Except as may be required as a condition of employment, (1) no employee shall bring into any worksite any weapon, including, but not limited to, any firearm, including a BB gun, whether loaded or unloaded, any knife, including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon, or dangerous instrument including, but not limited to, any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury; (2) no employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a worksite; and (3) no employee shall cause or threaten to cause death or physical injury to any individual in a worksite. Any person who makes threats, exhibits threatening behavior, or engages in intimidating, harassing or violent acts on Town property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. Upon completion of its investigation, the Town will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved. All Town personnel are responsible for notifying a supervisor any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Town site, or is connected to Town employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. Any supervisor who becomes aware of threatening behavior must immediately notify the ~~First Selectman~~ [Town Manager]. Any employee who reports unlawful workplace threats or violence or cooperates in the investigation of a complaint will be protected from retaliatory action



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment to SPIRIT Council

2. **Date of Board Meeting:** June 28, 2021

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

Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk

Maria E. Capriola

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

If the Board of Selectmen supports the recommendation from the SPIRIT Council regarding Mr. Chen's appointment to the SPIRIT Council, the following motion is in order:

Move, effective June 28, 2021, to appoint Even Chen (Student) as a student representative/regular member of the SPIRIT Council, with a term to expire on December 6, 2021.

5. **Summary of Submission:**

At the October 14, 2020 Board of Selectmen meeting the Board voted to accept the SPIRIT Council rules and procedures. SPIRIT Council was approved to have 18 membership slots with one of those slots being a student from the community. The terms of SPIRIT Council members were made to be co-terminus with the Board of Selectmen.

The SPIRIT Council has a vacancy for a student representative due to the previous student member graduating. The SPIRIT Council is recommending the appointment of Evan Chen to serve as the student representative. Mr. Chen is a rising senior at Simsbury High School. Evan spoke during Equity week 2021 sessions. He is a member of the National Honor Society and Chinese National Honor Society. Evan thoroughly enjoys biology and biotechnology (if ethically regulated), social studies, history, and research. He is passionate about reaching out to the town of Simsbury to engage more people in dialogue and making a positive impact on our community as a whole. Evan worked with South Congregational Church in Granby to distribute over 1,500 meals through the Waste Not, Want Not Community Kitchen this past year. This summer he will be working with Westminster Horizons Program that serves Hartford-area students and at his family's restaurant Table 570 on the weekend evenings.

With these appointments, SPIRIT Council has all 18 of its membership slots filled.

6. **Financial Impact:**

None

7. Description of Documents Included with Submission:

None

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 9:01 a.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Jackie Battos, Wendy Mackstutis, Chris Peterson and Mike Paine. Others in attendance included: Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby; Management Specialist Tom Fitzgerald; Assistant Town Planner Tom Hazel; Culture, Parks & Recreation Director Tom Tyburski and Executive Director of the Performing Arts Center Missy DiNunno

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

SELECTMEN ACTION

a) **Proposed Public Gathering Permit – A Promise to Jordan/Lion’s Club Walk/Bike Charity Event**

Mr. Hazel informed the group of the event and the proposal. M. Hazel said he has worked with all necessary departments for their approvals and has received all the necessary signoffs. Mr. Wellman asked if there is day of signups and if there was going to be a cap on those. Mr. Hazel said they were taking day of signups but the past history indicates that number won’t be a large amount.

Mr. Askham made a motion effective June 11, 2021, to approve the public gathering application on behalf of the Simsbury Lions Charities and a Promise to Jordan to authorize the issuance of the public gathering permit for a gathering at the Simsbury Meadows site and along the Farmington Canal Heritage Trail. Ms. Mackstutis seconded the motion. All were in favor and it passed unanimously.

ADJOURN

Mr. Askham made a motion to adjourn at 9:05 a.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,
Thomas Fitzgerald
Management Specialist

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:02p.m.on ZOOM due to COVID 19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Mike Paine, Chris Peterson, Jackie Battos and Wendy Mackstutis. Others in attendance included: Town Manager Maria E. Capriola; Zoning Compliance Officer Tom Hazel; Library Director Lisa Karim; Director of Planning and Community Services Mike Glidden, Director of Finance/Treasurer Amy Meriwether; Management Specialist Tom Fitzgerald and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Mr. Askham made a motion to add an Executive Session at the end of the regular meeting to discuss the bike path easement along Rte. 315. Ms. Battos seconded the motion. All were in favor and the motion passed.

PUBLIC HEARINGS

a) Neighborhood Assistance Act

There were no comments at this time. Mr. Askham made a motion to adjourn the Public Hearing on the Neighborhood Assistance Act at 6:04 p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

b) Proposed Amendments to Historic District Commission Ordinance

There were no comments at this time. Mr. Askham made a motion to adjourn the Public Hearing on Proposed Amendments to the Historic District Commission Ordinance at 6:05. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

- email written comments to ebutler@simsbury-ct.gov by 12:00 P.M. on Monday, June 14, 2021, to be read into the records; or
- email tfitzgerald@simsbury-ct.gov by 12:00 P.M. on Monday, June 14, 2021, to address the Board of Selectmen through ZOOM

Mr. Askham read an email from Joan Coe, who spoke about Mr. Wellman not running for First Selectman again, diversity, payroll information requests, appropriations, intimidation issues, Police body cameras, alcohol and suicide problems and other issues.

Marguerite Carnell read a statement about the proposed changes to the Historic District Commission Ordinance. She has spent the last 25 years of her career researching and documenting and preserving historic buildings. She does support some of the proposed changes, but does not support the reduction of quorum requirements of the Commissioner. She said since 1992 the Town has had certified local governments from the National Park Service. However, we do not meet their standards now. She spoke about the historic tobacco barns and other historic properties. The Town needs a strong commissioner or another historic preservation advocate to provide effective leadership.

PRESENTATIONS

There were no presentations at this time.

FIRST SELECTMAN’S REPORT

Mr. Wellman, First Selectman, reviewed his First Selectman’s report.

TOWN MANAGER’S REPORT

Ms. Capriola, Town Manager, reviewed her Town Manager’s report.

SELECTMEN ACTION

a) Neighborhood Assistance Act Program Proposals

Mr. Askham made a motion, effective June 14, 2021, to approve the Neighborhood Assistance Act Program applications as presented and to authorize Town Manager Maria E. Capriola to submit the application to the Department of Revenue Services. Further move to designate Deputy Town Manager Melissa Appleby as the municipal liaison. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

b) Tax Refund Requests

Ms. Mackstutis made a motion, effective June 14, 2021, to approve the presented tax refunds, in the amount of \$1,183.57, and to authorize Town Manager Maria E. Capriola to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Simsbury Public Library American Recovery Plan Act (ARPA) Grant

Mr. Wellman said this is grant money that is available under the American Recovery Plan Act and it is specific to museums and libraries. The Library would like to purchase a book bike and lockers.

Ms. Karim said the Library has been dreaming about this since 2014. She said this bike would be a display piece and is a great resource for the Library. They would like the bike to be out in to community at least once a week.

Mr. Peterson made a motion, effective June 14, 2021, to approve the Library’s application for an American Recovery Plan Act Grant in the amount of \$19,401 to fund a boo bike which will be used for outreach activities throughout the community, as well as a contactless pickup locker system which will allow library users to pick up reserved material 24/7. Further, in the event the grant is awarded, to accept the American Recovery Plan Act grant and authorize Town Manager, Maria E. Capriola, to execute all documents related to the grant award. Ms. Battos seconded the motion. All were in favor and the motion passed.

d) Donation from Elinor and Wayne Hoffman

Ms. Mackstutis made a motion, effective June 14, 2021, to accept a donation from Elinor and Wayne Hoffman in the amount of \$2,000 for the purpose of Supporting Simsbury Community and Social Services Department programs with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Donation from Mark and Dianne Orenstein

Ms. Mackstutis made a motion, effective June 14, 2021, to accept a donation from Mark and Diane Orenstein in the amount of \$1,765 for the purpose of supporting Simsbury Community and Social Services Department programs, to help residents affected by the COVID pandemic, and other purposes at the discretion of the Department with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Donation from Trinity Episcopal Church

Ms. Battos made a motion, effective June 14, 2021, to accept a donation from Trinity Episcopal Church in the amount of \$3,383.73 for the purpose of supporting Simsbury Community and Social Services Department’s Food Pantry, which assists residents in need with our thanks. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

g) Donation of Two Speed Display Signs

Mr. Paine made a motion, effective June 14, 2021, to accept a donation from the CT Training and Technical Assistance Center (T2 Center) at the University of Connecticut of two speed display signs with our thanks. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

h) Public Gathering Permit – Pride Events

Mr. Wellman said June is LGBTQ Pride Month and there are two events planned.

Aliya Vandal said a lot of people in the LGBTQ community feel afraid and lonely. Pride wants them to feel that they are not alone and should be celebrated and respected.

Ms. Mackstutis made a motion, effective June 14, 2021, to approve the public gathering application on behalf of the Simsbury LGBTQ community to authorize the issuance of the public gathering permit for a flag raising ceremony at Town Hall on June 16th and a picnic event at Schultz Park and ribbon tying display at Rotary Park on June 26th. Mr. Askham seconded the motion. All were in favor and the motion passed.

i) Proposed Parks Facility Maintenance Technician Classification

Mr. Wellman said the July 1st budget includes this job description and classification. The Personnel Subcommittee also approved this description and classification.

Mr. Askham made a motion, effective June 14, 2021, to approve the creation of the position classification of Parks Facility Maintenance Technician and the job description and pay grade as presented. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

j) Open Space and Watershed Land Acquisition (OSWA) Grant Resolution – Meadowood

Mr. Wellman said the Town has been awarded a grant of \$400,000 from the Open Space and Watershed Land Acquisition Program. This supports the purchase of the Meadowood open space parcel. Ms. Capriola reminded the Board that they did approve the application last year.

Mr. Askham made a motion, effective June 14, 2021, to approve the Open Space and Watershed Land Acquisition Program Resolution as presented. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

k) Open Space and Watershed Land Acquisition (OSWA) Grant Supplemental Appropriation – Meadowood

Ms. Capriola said that now that the grant number is firm this motion needs to be made.

Mr. Askham made a motion, effective June 14, 2021, to approve the supplemental appropriation for the Meadowood purchase as presented and recommended its approval to the Board of Finance. Ms. Battos seconded the motion. All were in favor and the motion passed.

l) Supplemental Appropriation for Repairs to Simsbury Public Library Boiler and HVAC Controls

Mr. Wellman said there are repairs to the Library boiler and HVAC control requiring a supplemental appropriation of \$25,000.

Ms. Capriola said this money will come out of year-end savings.

After some discussion, Mr. Peterson made a motion, effective June 14, 2021, to approve the supplemental appropriation request of \$25,000 for the repair of the boiler and HVAC controllers at the Simsbury Public Library and recommend its approval to the Board of Finance. Mr. Askham seconded the motion. All were in favor and the motion passed.

m) Supplemental Appropriation Request for Economic Development

Mr. Peterson made a motion to table this discussion on the supplemental appropriation request for Economic Development as the information on this new project was not ready. Mr. Paine second the motion. All were in favor and the motion passed.

n) Supplemental Appropriation Request for Simsbury SPIRIT Council

Mr. Wellman said the SPIRIT Council, which is the committee that focuses on diversity, equity and inclusion has requested funds for a data collection project, which was originally slated to be part of the budget.

Nicole Kodak said the Board of Finance moved this project forward as they are waiting on the contract and to get it started on the work.

After discussion, Mr. Askham made a motion, effective June 4, 2021, to approve the supplemental appropriation for additional funding for the Simsbury SPIRIT Council in the amount of \$22,000 to support data collection and analysis efforts. Mr. Paine seconded the motion. All were in favor and the motion passed.

o) American Rescue Plan Act – Uses for Recovery Funds

Mr. Wellman said this item is just for discussion. This act was passed by Congress to support State and local governments to support recovery from the COVID-19 pandemic.

Ms. Meriwether said the Town will receive 50% of the funding this year and 50% next year of the 7.5 million dollars. There are certain guidance restrictions that need to be met to spend the money. We need to qualify for certain items on their list. We don't qualify for a lot of their restrictions. This is an issue for a lot of other communities as well.

Ms. Capriola went through the spreadsheet of potential uses with the Board. She said there is one potential use that could be a large scale project/use of the funds, which is HVAC and ventilation improvements at town and school buildings. The funds need to be committed by 2024 and spent by 2026. Staff explained that we do not have any qualified census tracts (QCT's) in town.

After further discussion on how to handle this money, Mr. Askham made a motion, effective June 14, 2021, to form a workgroup of the Board of Selectmen to provide recommendations to the full Board on both process and potential uses of the ARPA Fund. Mr. Askham and Ms. Mackstutis will represent the Board of Selectmen and recommend other members to the workgroup. Mr. Paine seconded the motion. All were in favor and the motion passed.

p) Proposed Revisions to Personnel Rules and Regulations Section 9.10 Vacations C. Carry Over of Vacation

Ms. Capriola said there are going to be new technology transitions and the vacation process needs to be updated. It is hard to get vacation carryovers done by July 1st so they are asking that the carryovers be done by November 1st.

Mr. Askham made a motion, effective June 14, 2021, to approve the proposed changes to the Personnel Rules and Regulations vacation carryover section. Mr. Paine seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Reappointment of Rick Jones to Board of Ethics

Mr. Askham made a motion, effective June 14, 2021, to reappoint Richard Jones (U) as a regular member of the Board of Ethics, with a term expiring January 1, 2025. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Resignation from Various Boards and Commissions

Mr. Askham made a motion, effective June 14, 2021, to accept the resignations of Ram Kaza as an alternate member of the Zoning Board of Appeals retroactive to May 10, 2021; Mr. Kaza's term was to expire December 4 2023; accept the resignation of Umikka Chopra as a regular member (student rep. slot) of the SPIRIT Council effective June 14 2021 with our thanks; and to accept the resignation of Lori Wagner as a regular member of the

Economic Development Commission retroactive to June 7, 2021 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of May 24, 2021

There were no changes to the minutes of May 24, 2021, and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** - there was no report at this time.
- b) **Finance** – there was no report at this time.
- c) **Welfare** – there was no report at this time.
- d) **Public Safety** – Mr. Askham said there will be a Public Safety Committee meeting on Thursday, June 17th. He had a meeting with the Ambulance people about call volume and staffing after COVID.
- e) **Board of Education** – Ms. Mackstutis said the Board of Education ARPA’s money is also pre-structured. The Equity Council did a great presentation of their data from K – 12 who has special needs. Also, the Board of Education meetings have been cancelled through August 24th.

COMMUNICATIONS

a) Memo re: FY 20/21 Town Manager Performance Review Process and Timeline, dated June 10, 2021

There was no discussion at this time.

ADJOURN TO EXECUTIVE SESSION

Mr. Askham made a motion to adjourn to executive session at 7:40 to discuss the acquisition/disposition of Town property on the bike path easement and Holcomb parcel and to include Maria E. Capriola, Attorney Bob DeCrescenzo and Mike Glidden. Ms. Battos seconded the motion. All were in favor and the motion passed.

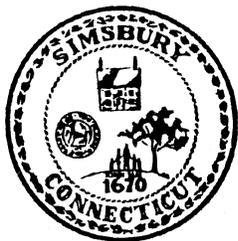
ADJOURN

Mr. Askham made a motion to adjourn from Executive Session at 7:50 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to adjourn at 7:51. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria Capriola, Town Manager
Cc: Mike Glidden, Director of Planning and Community Development; Tom Tyburski, Director of Culture, Parks and Recreation; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lt.; Tom Roy, Director of Public Works; Patrick Tourville, Fire Marshall
Date: June 15, 2021
Subject: Administrative Approvals of Public Gathering Permits

This memo is to inform the Board of Selectmen of the public gathering permits that I have approved for two wedding events at the Flower Bridge via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed both applications to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permits have been approved by me:

Name of Event	Date	Type
Peter Tassinari Wedding	August 19, 2021 from 2:30pm to 4:00pm	Wedding with 17 guests
Erica Murray Wedding	September 25, 2021 from 1:30pm to 2:00pm	Wedding with 20 guests

**** Note due to evolving COVID sector rules from the state capacities for events are ever evolving, Event organizers have been requested to update the committee and the town about any amendments made to the public gatherings so that they may be noted and added to the file.****

Should you have any questions or concerns about one of the applications listed above, please contact me so staff and I can help answer those questions.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria Capriola, Town Manager
Cc: Mike Glidden, Director of Planning and Community Development; Tom Tyburski, Director of Culture, Parks and Recreation; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lt.; Tom Roy, Director of Public Works; Patrick Tourville, Fire Marshall
Date: June 16, 2021
Subject: Administrative Approval of Public Gathering Permit

This memo is to inform the Board of Selectmen of the public gathering permit that I have approved for the Simsbury Performing Arts Center via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed the application to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permit has been approved by me:

Name of Event	Date	Type
Talcott Mountain Music Festival	June 28, 2021 to July 31, 2021 with variable times	Music concert and a holiday fireworks display

**** Note due to evolving COVID sector rules from the state capacities for events are ever evolving, Event organizers have been requested to update the committee and the town about any amendments made to the public gatherings so that they may be noted and added to the file.****

Should you have any questions or concerns about one of the applications listed above, please contact me so staff and I can help answer those questions.