



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN
Regular Meeting – August 9, 2021 – 6:00 p.m.
Virtual Format Only

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by 12:00 PM on Monday, August 9, 2021 to register to address the Board of Selectmen live through Zoom; or
- Email written comments to townmanager@simsbury-ct.gov by 12:00 PM on Monday, August 9, 2021 to be read into the record.

PRESENTATIONS

- a) EDC Marketing Project Update
- b) Proclamation for Simsbury's Pollinator Pathway's Project

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Simsbury Historical Society Wooden Eagle Art Donation and Agreement
- c) Donation from Valley Simsbury Church Neighbor Group
- d) FY 22/23 Youth Service Bureau Grant and Enhanced Grant
- e) Simsbury Public Library Emergency Connectivity Fund Grant Application
- f) 2021 Simsbury Farms Ice Rink and Paddle Tennis Fee Recommendations
- g) License Agreement for Existing Meadowood Agricultural Lease
- h) Department of Transportation Master Municipal Agreement for Municipal Facilities Adjustments
- i) American Rescue Plan Act (ARPA) Work Group Update

APPOINTMENTS AND RESIGNATIONS

- a) Appointments to the Simsbury Performing Arts Center Board of Directors
- b) Appointment of Timothy Walczak to the Culture, Parks and Recreation Commission
- c) Appointment of Jason Berman to the Conservation Commission/Inland Wetlands & Watercourses Agency
- d) Resignation of Andrew Walter from the Public Building Committee

REVIEW OF MINUTES

- a) Regular Meeting of July 12, 2021
- b) Special Meeting of July 15, 2021
- c) Special Meeting of July 28, 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: Administrative Approval of Public Gathering Permit, dated July 27, 2021
- b) Memo from M. Capriola RE: Administrative Approval of Public Gathering Permit, dated August 2, 2021

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** EDC Marketing Project Update
2. **Date of Board Meeting:** August 9, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capiola, Town Manager *Maria E. Capiola*
4. **Action Requested of the Board of Selectmen:**
No action is needed. This presentation is informational.
5. **Summary of Submission:**
The Economic Development Commission's (EDC) 2020-2021 adopted work plan includes a marketing project to refresh the Town's brand and marketing materials. The Town has hired Dornenburg Kallenbach Advertising (DKA) to assist with this project. Sarah Nielsen, Executive Director of the Main Street Partnership has been the staff lead on this project, with EDC members Brooke Freeman and Charmaine Seavy rounding out the project team.

The EDC marketing team, Ms. Nielsen, and Jeff Dornenburg from DKA will be presenting an update this evening on the project.
6. **Financial Impact:**
Funds (\$18,000) for this project were appropriated through the FY 18/19 year-end closeout process.
7. **Description of Documents Included with Submission:**
 - a) EDC Marketing Project Survey Results
 - b) 2020-2021 EDC Adopted Work Plan

SIMSBURY SURVEY

Run from May 17 – June 3, 2021

August 2021



DORNENBURG | KALLENBACH ADVERTISING

GOALS

The Town is working with DKA to develop a comprehensive positioning and marketing plan that will create a distinct identity for Simsbury and position it as a great place in which to live, do business, work, learn, play, and visit.

The goal is to ***grow interest and awareness of Simsbury as an attractive place to visit, live, work or own a business.***

A strong brand message can help create common vision within the community.

WHO REPLIED?

831 RESPONSES

68% age 45+

70% female

60% HH income \$100k+

WHO REPLIED?

93% Simsbury residents

50% resident for 15+ years

70% from CT, NY or New England

WHO REPLIED?

68% eat out weekly

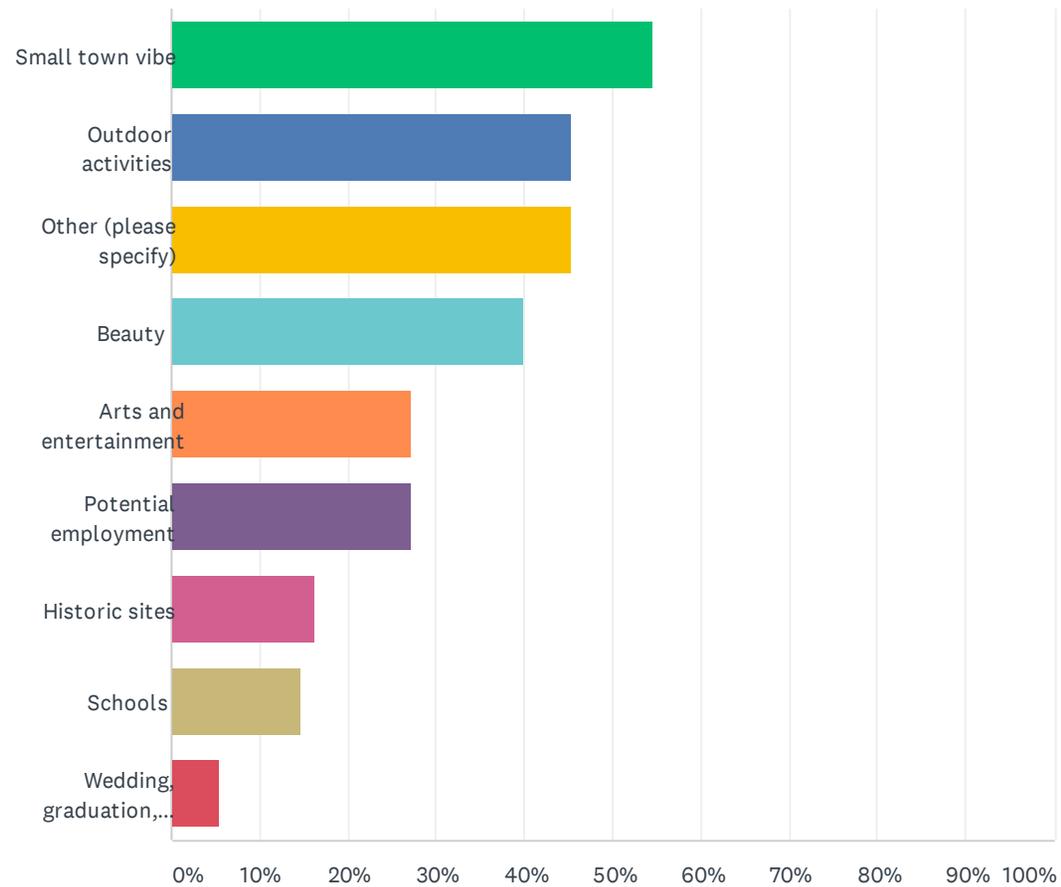
80% value the library

73% have attended Talcott Mt Music

VISITORS

What first attracted you to Simsbury? Please check all that apply.

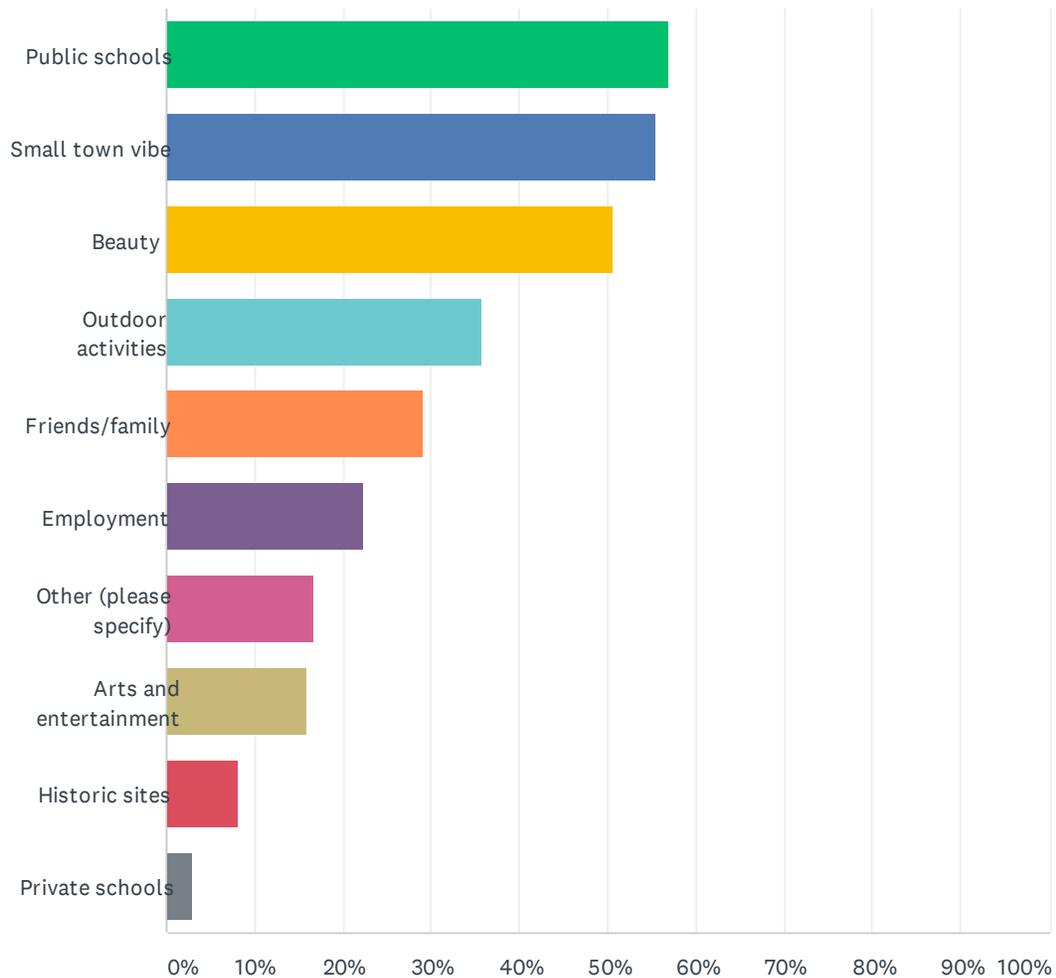
Answered: 55 Skipped: 7



RESIDENTS

What first drew you to Simsbury (or if you left Simsbury, what brought you back)? Please check all that apply.

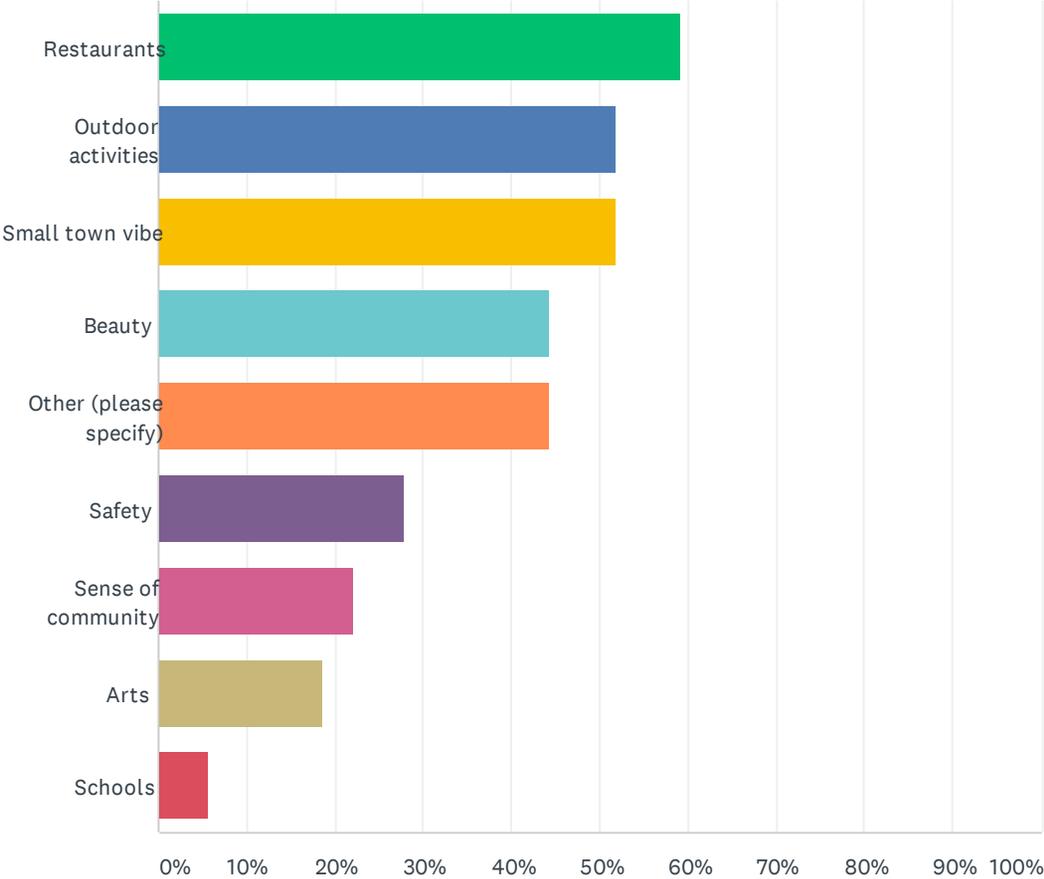
Answered: 731 Skipped: 25



VISITORS

What brings you back to Simsbury? Please check all that apply.

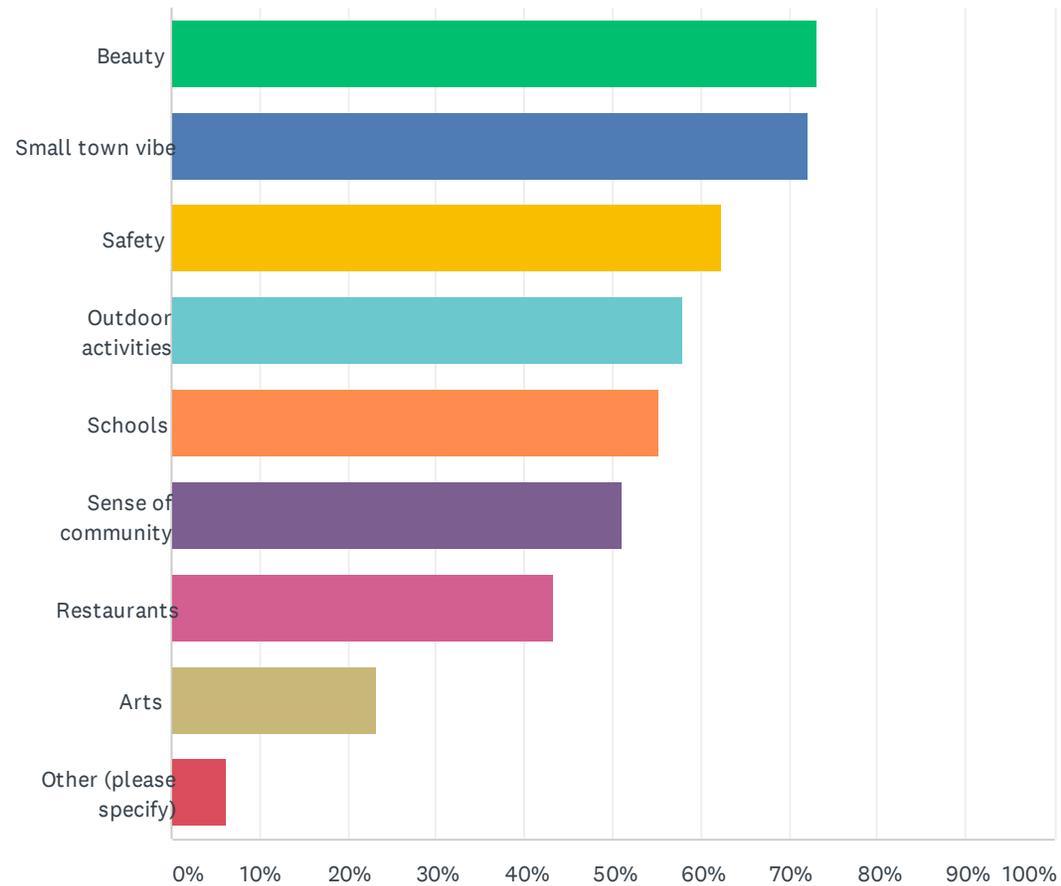
Answered: 54 Skipped: 8



RESIDENTS

What do you like best about living in Simsbury? Please check all that apply.

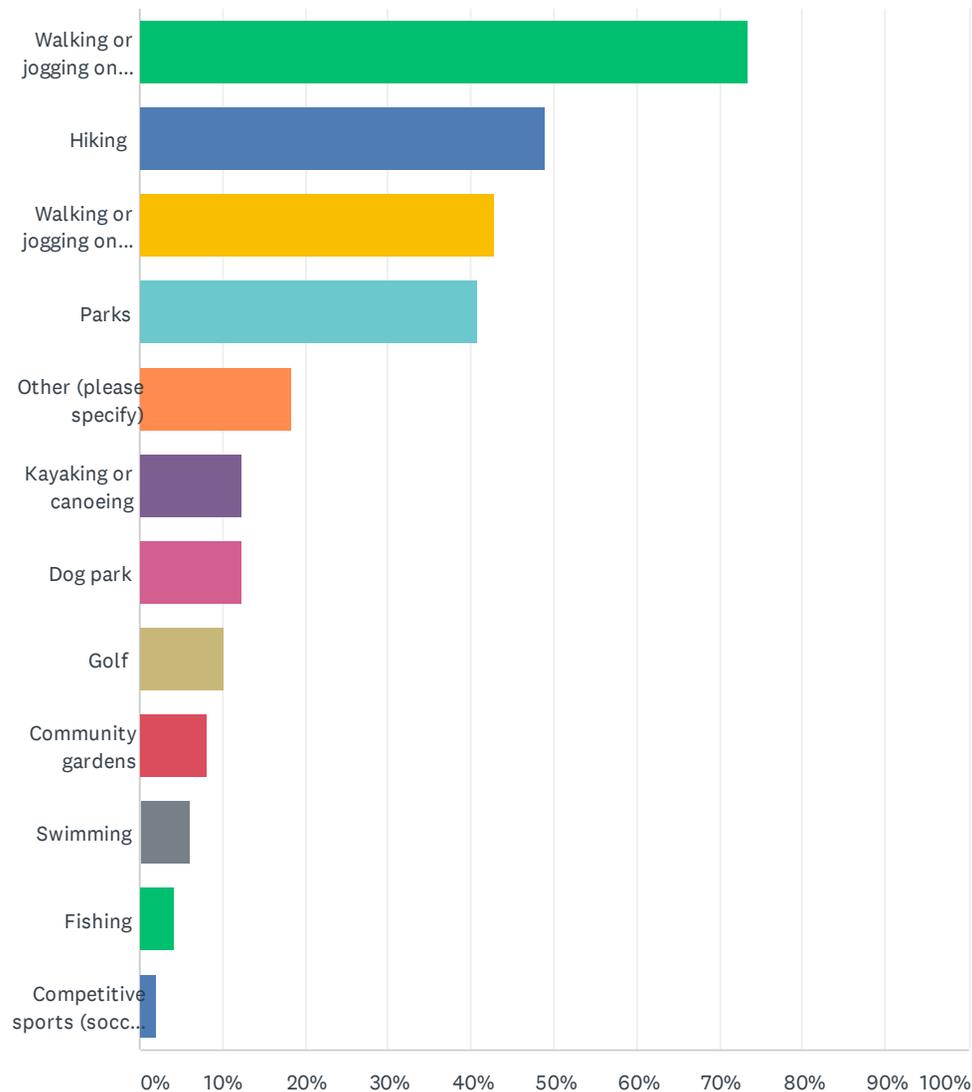
Answered: 722 Skipped: 34



VISITORS

Do you participate in outdoor activities in Simsbury? Please check all that apply.

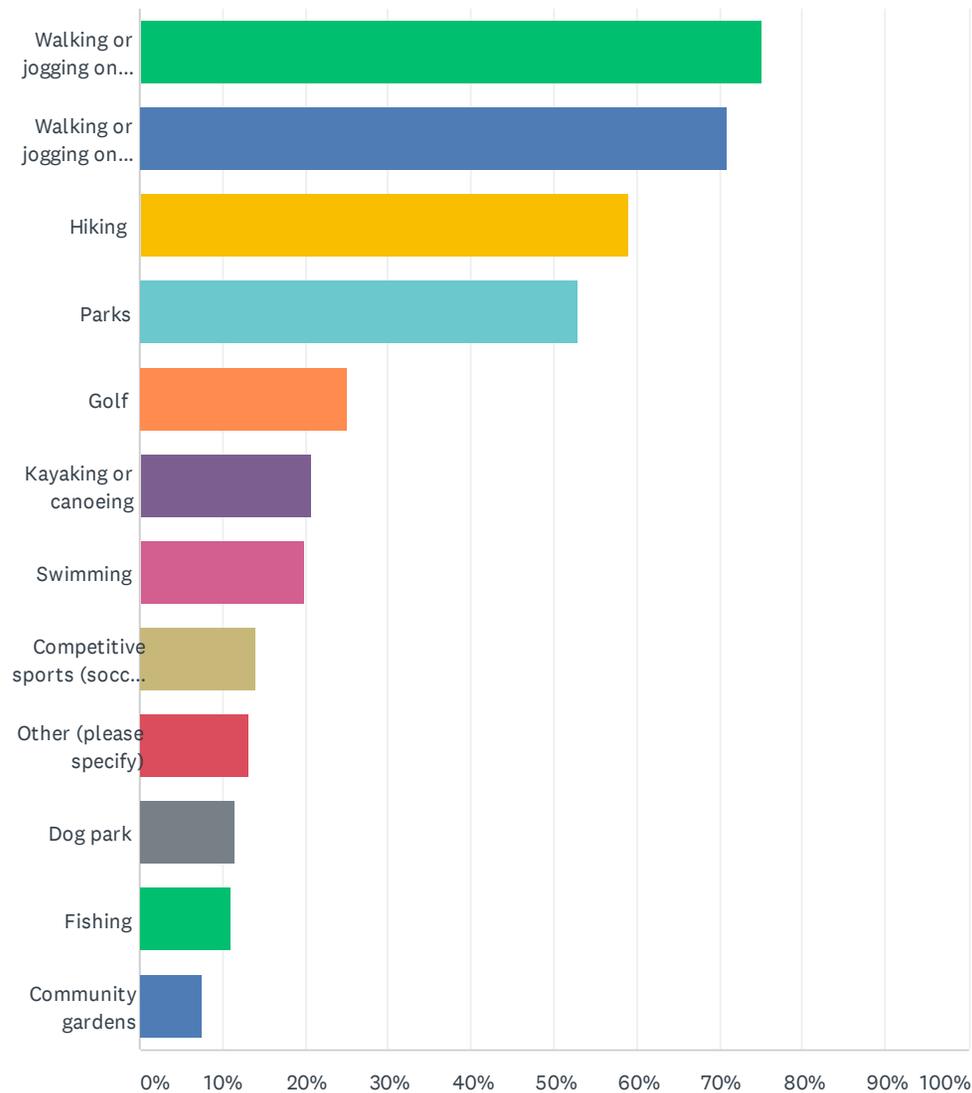
Answered: 49 Skipped: 13



RESIDENTS

Do you participate in outdoor activities in Simsbury? Please check all that apply.

Answered: 687 Skipped: 69



	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury's parks, trails, river and forests provide outstanding outdoor recreation and natural beauty.	84%	13%	88%	11%
Simsbury is a great place to raise a family.	77%	16%	56%	29%
Simsbury is a safe community.	72%	25%	72%	28%

	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury Performing Arts Center is a tremendous asset to the Simsbury community.	70%	18%	68%	22%
Simsbury has public schools of high quality that creates a rigorous learning experience.	64%	23%	60%	20%

	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury has a unique combination of small-town character and suburban convenience.	51%	38%	54%	33%
Downtown Simsbury offers a nice mix of dining, shopping, recreational activities and special events.	41%	43%	53%	39%
Simsbury is a friendly and welcoming community.	41%	41%	34%	42%

	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury is a community that cares deeply about quality of life issues, including educational achievement, arts and culture.	57%	30%	67%	23%
Simsbury is a community that cares deeply about environmental preservation and sustainability.	53%	35%	58%	31%
Simsbury is a community that cares deeply about community volunteerism and social justice.	33%	38%	45%	31%

	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury is a great place for an active retirement, with many lifestyle amenities and lots of things to do.	25%	32%	40%	22%
Simsbury is a great setting for starting and operating a business.	9%	21%	20%	22%
Simsbury offers a range of housing options to meet varied financial and lifestyle needs.	13%	26%	16%	12%

	RESIDENTS		VISITORS	
	STRONGLY AGREE	SOMEWHAT AGREE	STRONGLY AGREE	SOMEWHAT AGREE
Simsbury is a diverse community in terms of age, ethnicity and economics.	11%	28%	17%	25%
Simsbury is an affordable community.	7%	28%	6%	20%
Simsbury is a great place for recent graduates and young professionals getting established in their work and social lives.	7%	18%	10%	16%



CTforME



LIVING

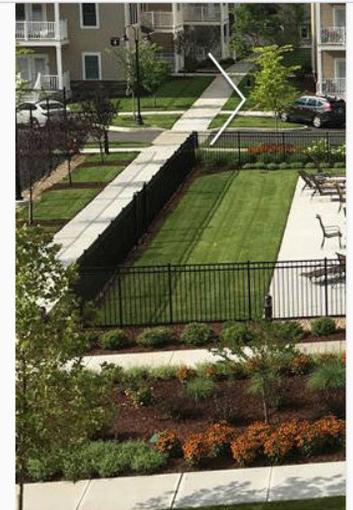
Seven Connecticut towns that are highly walkable, bikeable and livable.

Whether you're a total city person or prefer a small-town vibe, Connecticut has a place for you. We've found the state's top livable, walkable cities and towns for Millennials. Check out these places where you can work hard, play hard and *thrive*.

* Heublein Tower, Simsbury

SHARE THIS





Talcott Mountain Music Festival



Simsbury

If you're into bike-friendly towns, come on over! Simsbury will give you a small-town feel in a photo-ready setting. Check it out:

- ★ Live nestled in the hills of Simsbury in the townhouses at [Aspen Green](#). Enjoy access to bike lanes and close proximity to public transportation and plenty of shopping. Or explore [Highcroft](#), where sustainability is a part of the homes and the community lifestyle.
- ★ You'll also like knowing that Simsbury is ranked as one of the 20 safest cities in Connecticut by SafeWise.
- ★ Simsbury also rates as a Silver Bicycle Friendly Community (BFC) by the League of American Bicyclists — with numerous bike routes and bike clubs and organizations.

A word cloud featuring various adjectives and phrases. The words are arranged in a roughly triangular shape, with 'Safe Home Beautiful' being the largest and most prominent. Other words include 'Family-Oriented', 'Educated', 'Small Town', 'Relaxed', 'Happy', 'Fun', 'Clean', 'Expensive', 'Welcoming', 'Pretty', 'Quaint', 'Friendly', 'Lovely', 'Charming', 'Historic', 'Quiet', 'Nature', 'Outdoorsy', 'Comfortable', 'Community', 'Great Schools', 'Convenient', 'Proud', 'Active', and 'Peaceful'. The colors used are primarily shades of blue, purple, and brown.

Family-Oriented Educated
Relaxed Happy Fun Small Town
Clean Expensive Welcoming
Safe Home Pretty
Quaint Friendly Lovely Charming
Beautiful Historic Quiet Nature Outdoorsy
Comfortable Community Great Schools Convenient Proud
Active Peaceful

2020-2021 EDC Work Plan - ADOPTED

Work Stream	Task	Person/People	Status
Business Incentives	Complete research on business incentives. Provide recommendations/update Business Incentive Policy.	Peter Van Loon, Tom Earl Staff: Maria Capriola, Melissa Appleby	Ongoing, draft policy expected to be presented to BOS in December
Marketing	Complete marketing materials refresh for tourism, real estate, and business recruitment purposes.	Brooke Freeman, Charmaine Seavy Staff: Sarah Nielsen	Revised scope and marketing proposal being developed. Proposal and contract expected to be executed by November 30 th
Business Outreach	Conduct business outreach. Collect and track feedback.	Bob Crowther, Charmaine Seavy, Tom Earl Staff: Maria Capriola, Melissa Appleby, Mike Glidden,	Ongoing, temporary pause due to COVID-19, talks resumed recently
Business Outreach	Implement EDC member shadow program for development projects.	Tom Earl, Peter Van Loon Staff: Mike Glidden	New
Business Outreach	Assist with gathering feedback on wayfinding signage needs (type, location, etc).	To be Determined (2) Staff: Sarah Nielsen	Funding for wayfinding signage pushed out to FY22
Support Entrepreneurs	Support infrastructure for entrepreneurs. Promote access to business resources, information, and infrastructure.	Peter Van Loon, Ron Jodice Staff: Andrew Sherman	Ongoing
Support Entrepreneurs	Develop a plan for co-working space.	Peter Van Loon, Ron Jodice, Tom Earl Staff: Andrew Sherman, Morgan Hilyard	Ongoing



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proclamation for Simsbury's Pollinator Pathway's Project
2. **Date of Board Meeting:** August 9, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Culture, Parks and Recreation Director *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**

The following motion is in order:

Move, effective August 9, 2021, to endorse a Proclamation in support of Simsbury's Pollinator Pathways program.

5. **Summary of Submission:**

Simsbury Pollinator Pathway was founded in 2021 and has received its 501(c)3 non-profit status. It is an all-volunteer, not-for-profit organization that focuses solely on Simsbury, but their beliefs conveyed in their vision and mission are shared with like-minded organizations across the U.S. and across the globe.

Many Town Departments such as Culture, Parks and Recreation, Public Works and the Simsbury Public Library have already begun projects or are working with volunteers to coordinate pollinator pathways projects at their locations around town. For example, raised planting beds have been installed on the front lawn of the Library and residents have already shown great interest in them. A teen volunteer is helping to maintain them. A number of pollinator pathway connections have been installed at the Simsbury Farms golf course and town parks. Many areas have been left to grow in a natural state and wildflowers have been planted in others. Our golf course has been a certified member of the Audubon Cooperative Sanctuary System for many years. At the Town's newest park, Hopbrook Landing at the Flower Bridge, volunteers have worked with town staff to remove invasive species and replant with native plants and flowers. Parks Maintenance staff has altered mowing practices in meadows to promote pollinator habitats where possible. Simsbury's Public Works department has incorporated organic lawn care practices at Town Hall, Simsbury Public Library and Eno Hall. Additionally Public Works crews are actively working to mitigate the spread of invasive species, specifically Japanese Knotweed, by altering roadside mowing practices.

The attached proclamation is a statement of support from the Town for the pollinator pathway initiative. The proclamation is aspirational in nature for a desired future state, and is non-binding on the Town.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proclamation in Support of Simsbury's Pollinator Pathways Program

PROCLAMATION

Simsbury Pollinator Declaration

WHEREAS, the Simsbury Board of Selectmen recognizes that pollinators, to include beneficial insects, birds, butterflies, bats, reptiles, amphibians, and mammals, are integral to a healthy, resilient, and biodiverse ecosystem; and

WHEREAS, native plants (shrubs, trees, and flowering plants) that provide high-quality forage for pollinators also provide benefits related to water quality treatment, stormwater management, carbon sequestration, noise and pollution reduction, erosion prevention and soil enhancement; and

WHEREAS, native bees, butterflies, and beneficial insects can be restored through the reestablishment of habitat, removal of environmental stresses, and reduced application of herbicides and pesticides; and

WHEREAS, and three-fourths of the world's flowering plants and about 35 percent of the world's food crops depend on animal pollination to reproduce, and due to habitat loss, land development, land maintenance practices, extensive lawns, mowers and blowers, pesticide and insecticide use, light pollution, pathogens and parasites; and

WHEREAS, application of pesticides such as neonicotinoids and herbicides, and non-organic lawn and garden fertilizers and treatments have significant negative consequences against beneficial insects, other pollinators, birds and animals, as well as adversely affecting soil through application, and water through runoff; and

WHEREAS, environmentally-forward land management practices, and alternatives to mowing and blowing lawn and yard areas, are available and dramatically increase pollinator forage and are far better for the Earth; and

WHEREAS, Connecticut has native plant and animal species, which, when allowed to flourish, provide substantial benefits for maintaining a healthy ecosystem, watershed and soil, as well as enhancing the natural beauty of our town; and

WHEREAS, the non-profit, all-volunteer Simsbury Pollinator Pathway (SPP) was formed to create a linked series of pollinator-friendly, native-plant spaces on Simsbury municipal, residential, and business land; and

WHEREAS, the SPP's mission is to provide education and information, and help Town residents, Town staff, and businesses understand the importance of native plants, planting for pollinators, and the use of environmentally friendly yard practices; and

WHEREAS, the SPP and the Simsbury Board of Selectmen are endorsing the declaration of Simsbury as pollinator-friendly community; and

WHEREAS, every resident of Simsbury can make a difference by planting milkweed and nectar plants to provide habitat and forage for the pollinators in locations where people live, work, learn, and play; and

NOW, THEREFORE, BE IT RESOLVED by the Simsbury Board of Selectmen, that the Town of Simsbury is hereby declared a Pollinator-Friendly Community. As a Pollinator-Friendly Community, the Town will work with SPP and partner organizations to:

- promote healthy environments for pollinators including quality sources of nectar and pollen, clean water and habitat through existing programs and educational opportunities for the community; and
- Seek alternatives to and pursue removing turf-grass and invasive non-native plants on town-owned land where appropriate; and
- plant native plants, shrubs, and trees where appropriate; and
- continue to create meadows and wildflower areas, and/or add native plantings and pollinator gardens wherever possible, to include roadsides, parks, golf-courses, around athletic fields and municipal buildings; and
- add natural areas with beneficial pollinator-friendly plants when designing new and renovated facilities; and
- identify Town-owned land that can be left “wild” instead of mowing or maintaining; and
- minimize or eliminate the use of systemic pesticides, with emphasis on avoiding the use of pesticides from the neonicotinoid family, on Town property to the extent practicable; and
- undertake best efforts to purchase native plants that have not been pre-treated with pesticides; and
- undertake best efforts to utilize pollinator plantings as educational spaces; and
- wherever possible reduce or eliminate to the extent practicable the use of mowing, blowers, and other lawn and garden machinery, finding “green” alternatives when the use of machinery is necessary; and
- through education and environmentally friendly policies encourage residents to reduce or eliminate their use of these same practices which negatively impact pollinators and the ecosystem in general; and
- share resources provided by SPP in order to communicate to Town residents, partner organizations, and businesses the importance of creating and maintaining a pollinator-friendly habitat; and
- share SPP’s list of native and naturalized pollinator-friendly plants for reference by the community; and
- in conjunction with SPP and partner organizations, through social media and other avenues, assist with communicating aspects of the proclamation, the benefits of a pollinator pathway, and the Town’s commitment to saving the pollinators; and
- in conjunction with SPP and partner organizations, provide non-monetary recognition and incentives, and encouragement for residents and businesses that join SPP and work to make their yards and land more pollinator-friendly.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 9th day of August 2021.

Eric S. Wellman
First Selectman

Sean Askham
Deputy First Selectman



Jackie Battos
Selectman

Chris Peterson
Selectman

Wendy Mackstutis
Selectman



Michael Paine
Selectman

Making Simsbury A Pollinator-Friendly Community



Simsbury Pollinator Pathway

- Founded in 2020
- All-Volunteer Organization
- Not-for-Profit 501(c)3

Mission:

- Provide information on the importance of native plants, pollinators, and connected wildlife
- Provide guidance, educational opportunities, and support resources for residents, businesses, and the Town to enable them to create new, or increase current, pollinator-friendly spaces and healthy habitats



Who do we need for a healthy ecosystem?

Birds and Bats

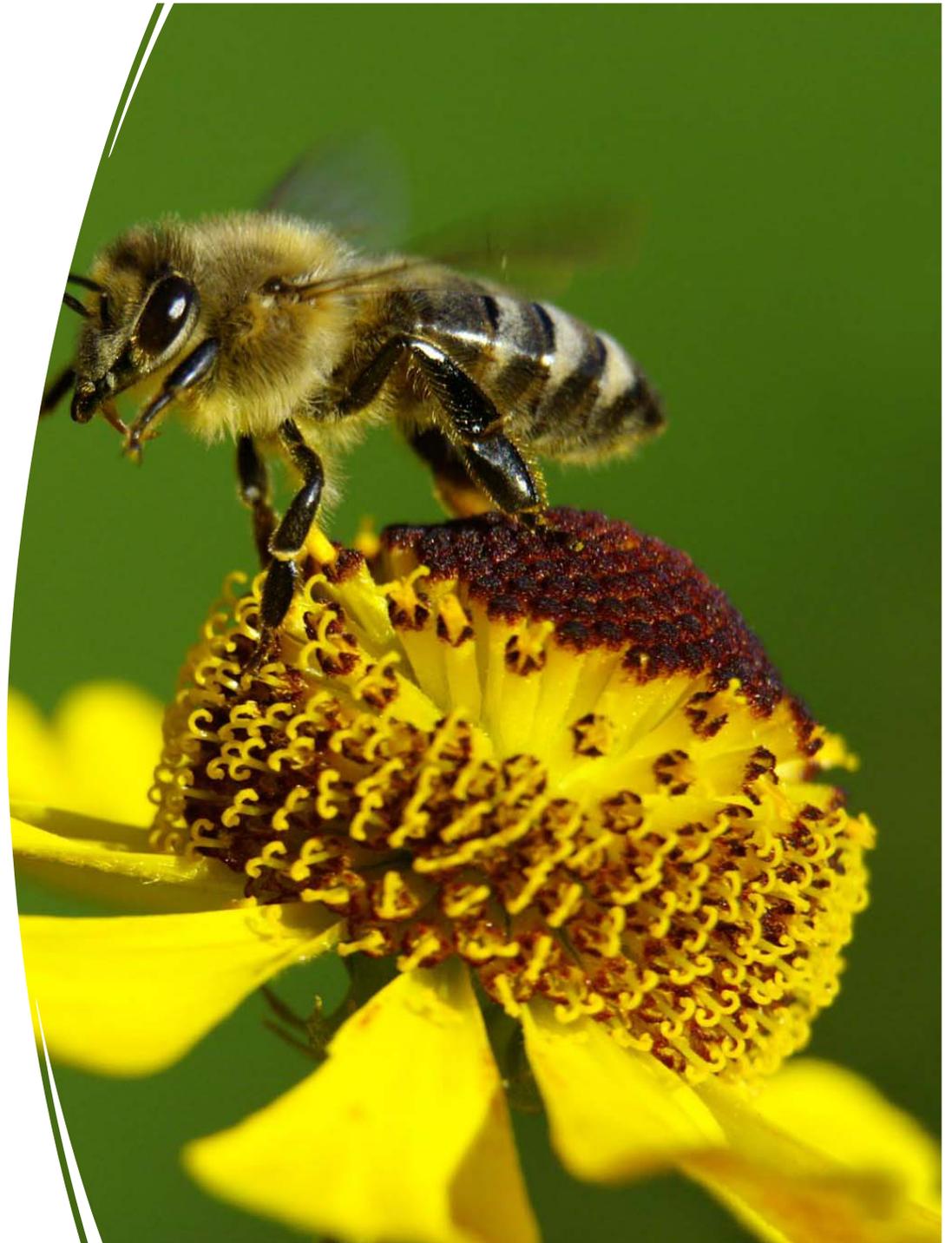
Small and Large Mammals

Amphibians and Reptiles

Native Plants

Pollinating Insects such as:

- Bees
- Butterflies
- Moths
- Flies
- Beetles
- Wasps



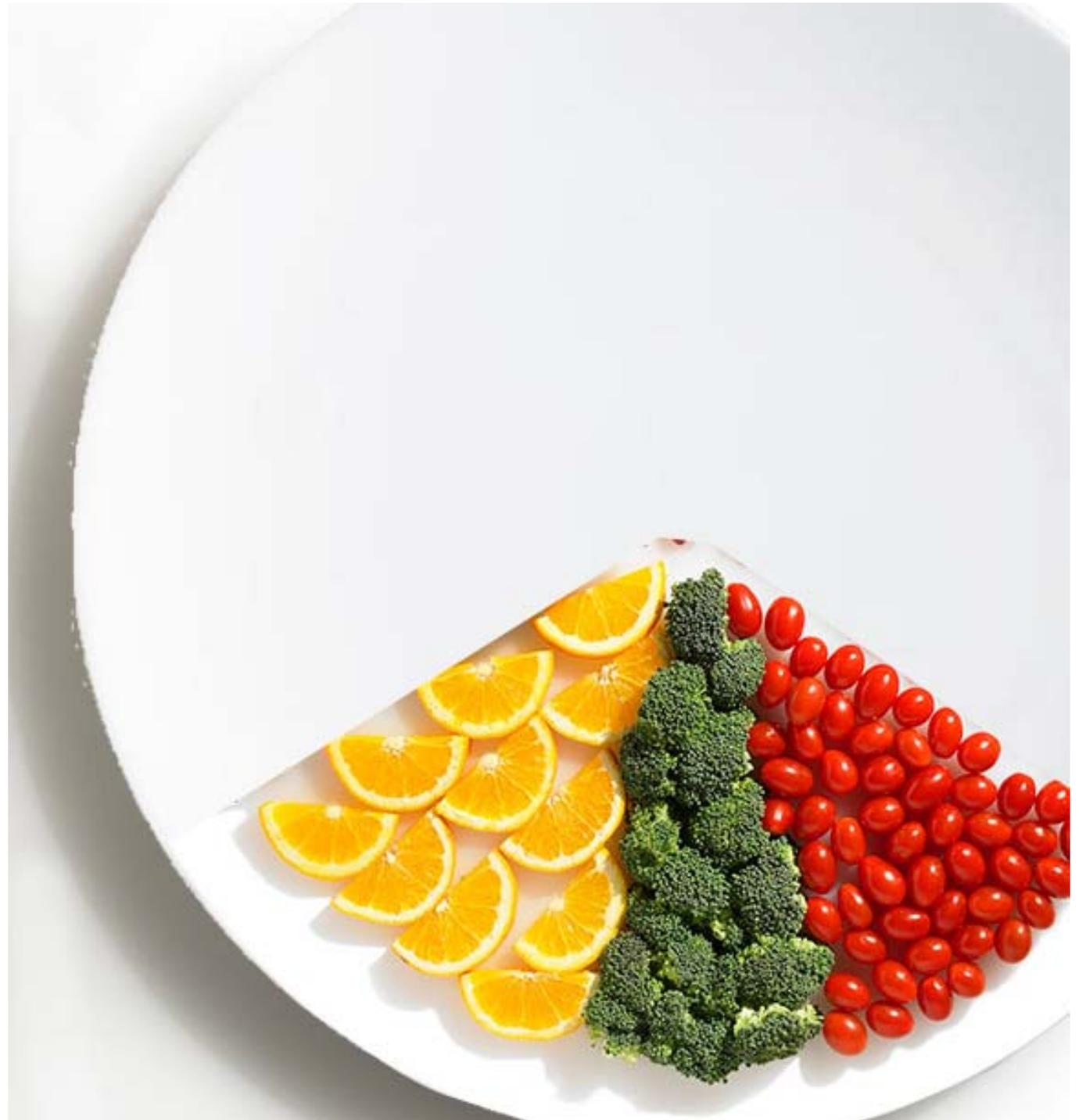
What Pollinators Do For Us

- One out of every three bites of our food depends on pollinators
- 85% of the world's flowering plants depend on pollinators
- 2/3 of the world's crops depend on pollinators



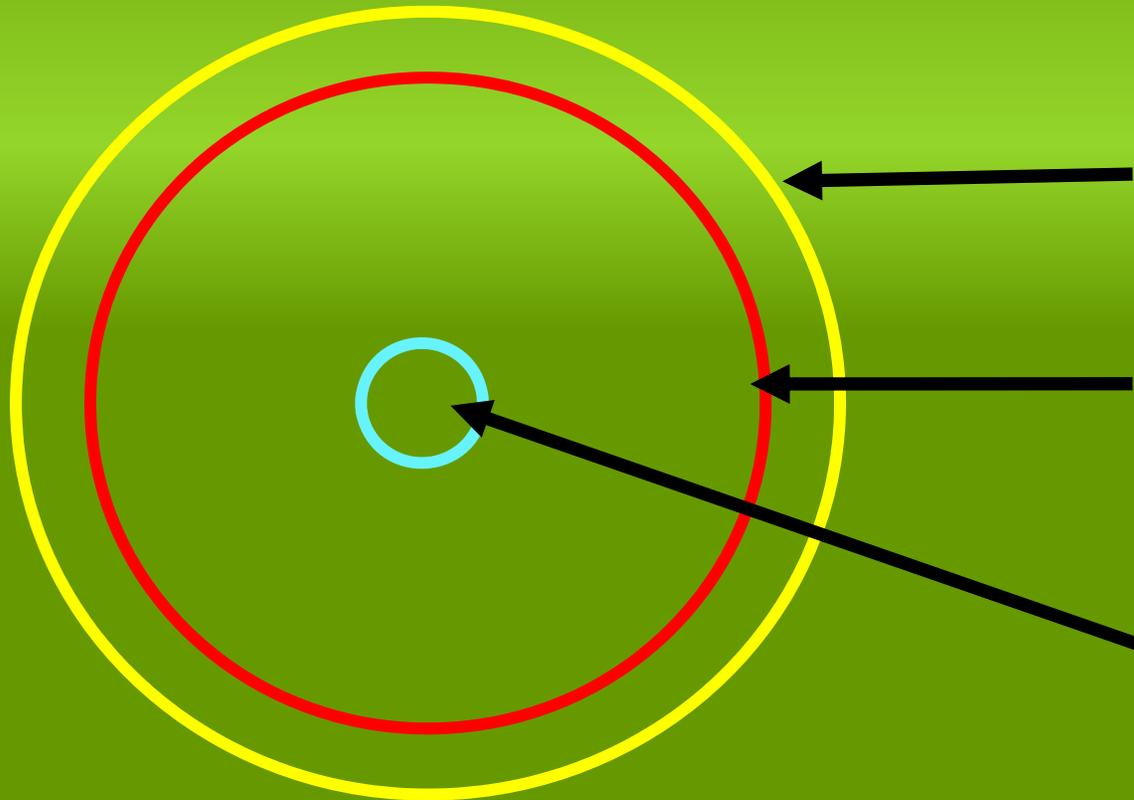
The Problem

- The perception all insects are bad
- Loss of habitat
- Unsustainable land practices
- Emphasis on lawns over natural ecosystems
- Wholesale use of pesticides, herbicides, and fungicides
- Selection of non-native plants over native plants



Bee Travel Patterns

How far a bee can fly depends on its size.
Larger bees can forage further than small.



Large Bees

Bumble Bee

Avg Distance: 1800 ft.

Max Distance: .5-1.7 miles

Medium Bees

Mason Bee

Avg Distance: 1500 ft.

Max Distance: .5 miles

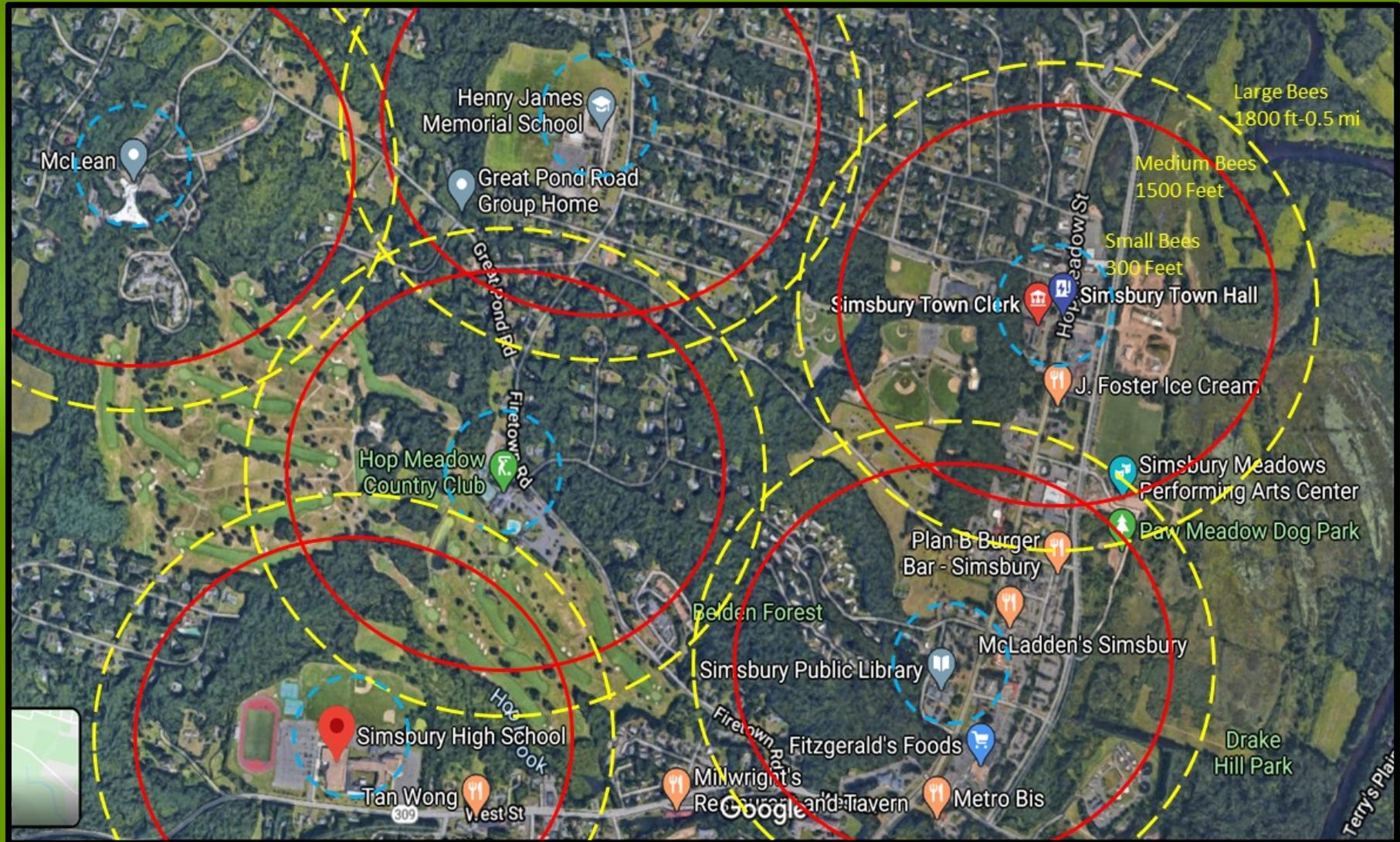
Small Bees

Sweat Bee

Avg Distance: 300 ft.

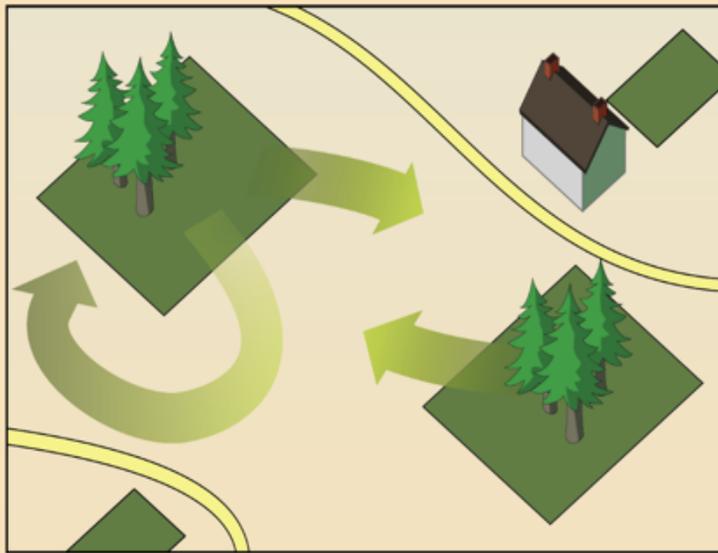
Max Distance: 600-900 ft.

Bee Travel Patterns in Simsbury



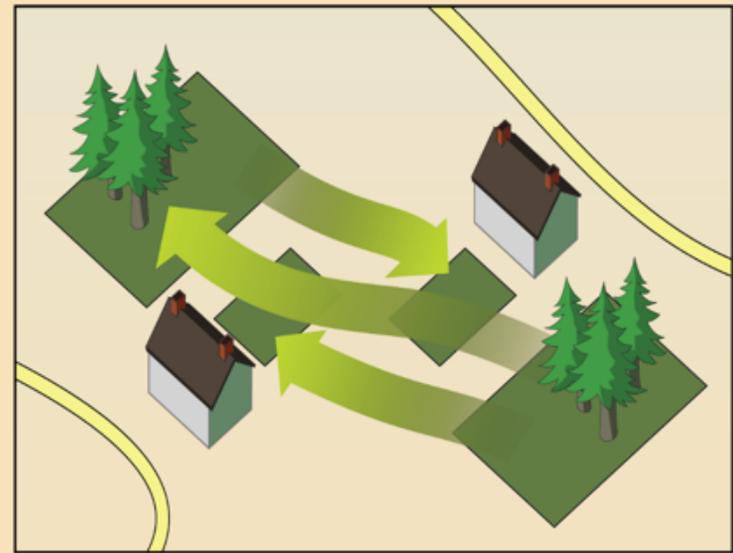
What can Simsbury do?

Create a “pathway” that connects pollinator-friendly spaces to allow the free flow of species across a healthy, native habitat.

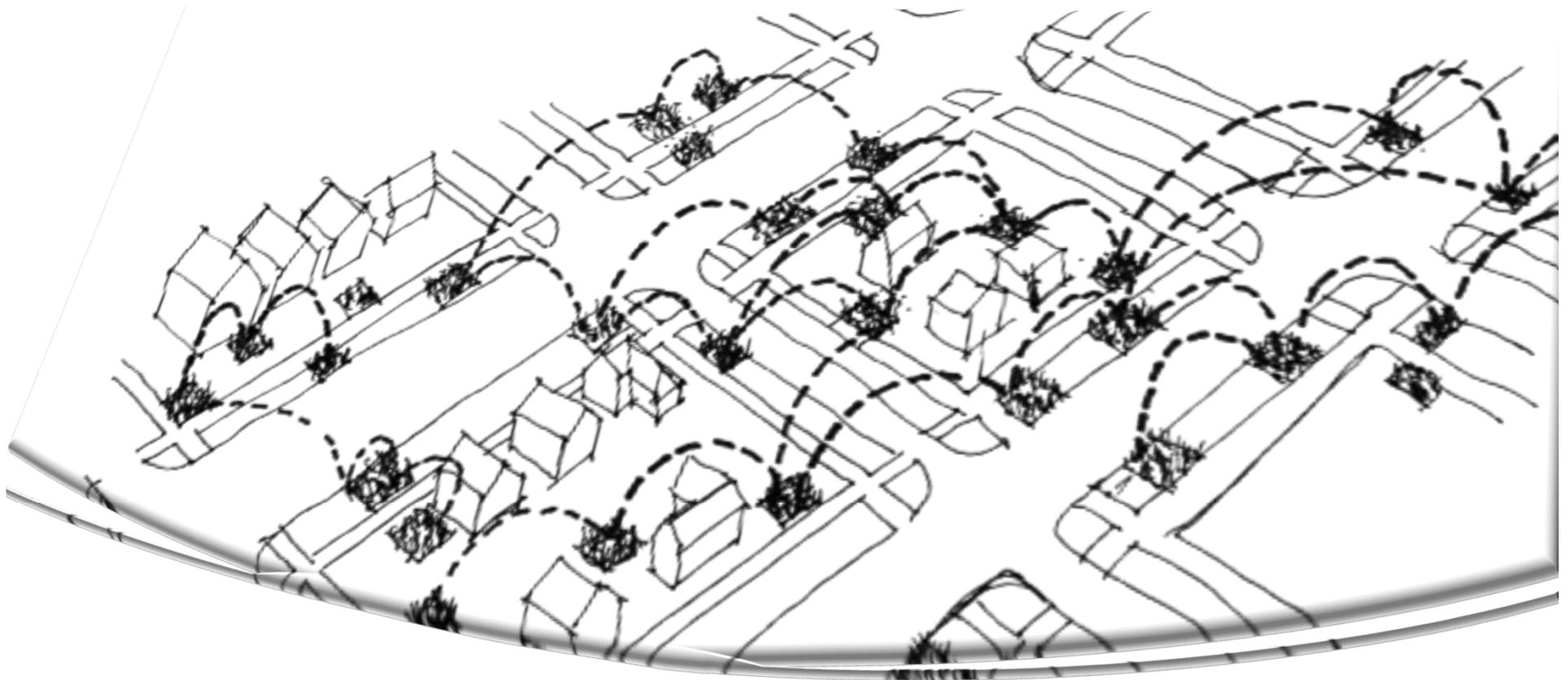


Scenario A: Fragmented Habitats

VS.

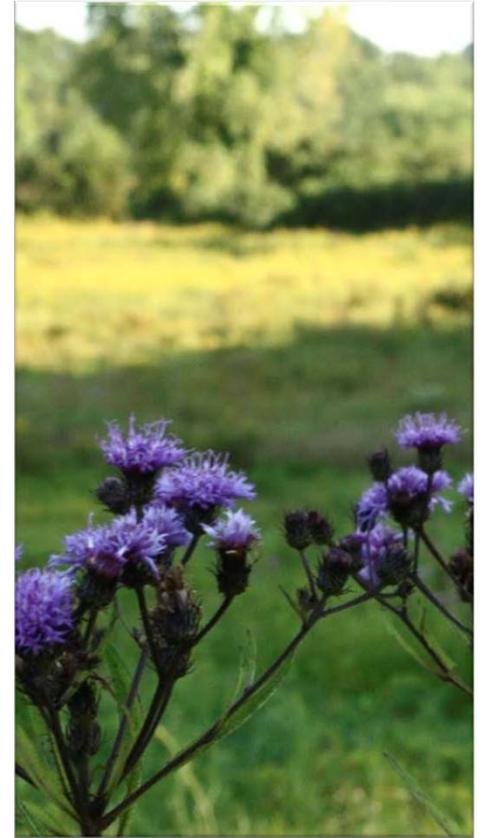


Scenario B: Connected Habitats



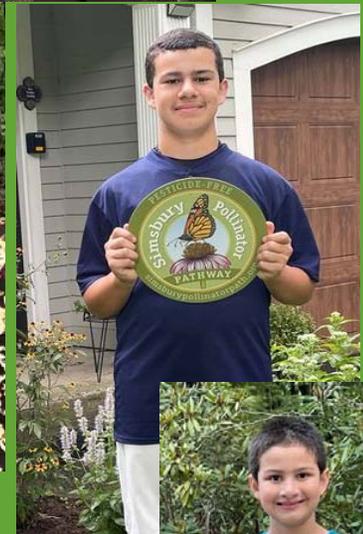
A Pollinator Pathway

Connected corridors of public and private properties that provide native plant habitat and nutrition for pollinators...the larger in size and more in number the better!



Everywhere is an opportunity!

Containers, residences, sports fields, restoration sites, open space, meadows, woodlands, home gardens, golf courses, cemeteries, business-owned lands, roadsides, traffic buffers, bridges, parks, religious institutions, municipal lands...everywhere presents an opportunity to plant for pollinators and create a welcoming habitat.



A few of Simsbury's pollinator-friendly faces!

Success comes when the Town leads by example

Declaring Simsbury a pollinator-friendly community, and taking active steps outlined in the proclamation, will encourage residents, businesses, and local organizations to:

- Create connected pollinator habitats
- Employ environmentally-friendly yard and garden practices
- Invest in the future and provide hope for a healthy planet



Benefits to the Town

- Lowers costs
- Is less labor intensive
- Reduces maintenance on municipal land
- Uses budget money effectively
- Increases opportunities to redeploy resources
- Increases carbon sequestration
- Decreases runoff, pollution, and negative environmental impact
- Highlights commitment to sustainability
- Enhances and increases Simsbury's beauty and increases interest in the town.







Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** August 9, 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 August 9, 2021 to approve the presented tax refunds in the amount of \$196,500.19, 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 \$196,500.19. The attachment dated August 9, 2021 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated August 9, 2021

REQUESTED TAX REFUNDS
AUGUST 9, 2021

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2019				
Brancato Joseph	19-03-51933	\$30.60		\$30.60
Colpitts Charles	19-03-53582	\$447.60		\$447.60
Disbrow John	19-03-54795	\$102.00		\$102.00
Kowalski Kevin	19-03-60165	\$299.88		\$299.88
Lasota James	19-03-60615	\$281.18		\$281.18
Lloyd Winston G	19-03-61153	\$191.01		\$191.01
Vanvoorhis Steven	19-03-69437	\$12.98		\$12.98
VW Credit Leasing Ltd	19-03-69848	\$33.53		\$33.53
Guilford Alexandra	19-04-81068	\$52.30		\$52.30
Locandro Morgan	19-04-81666	\$49.99		\$49.99
Total 2019		\$1,501.07	\$0.00	\$1,501.07
List 2020				
Wells Fargo - 12 Ferry Ln	20-01-00137	\$7,764.38		\$7,764.38
Wells Fargo - 10 Riverside	20-01-01686	\$4,081.24		\$4,081.24
Wells Fargo - 4 West Mary	20-01-05962	\$6,906.41		\$6,906.41
Wells Fargo - 10 Deerfield	20-01-08001	\$3,319.70		\$3,319.70
Burke Therapy Holding Grp LLC	20-01-1080	\$4,647.71		\$4,647.71
McVane, Bellobuono, Kuzmak...	20-01-112	\$4,891.79		\$4,891.79
Hassett & George PC	20-01-1303	\$5,051.79		\$5,051.79
Chase R Kingsley	20-01-1413	\$5,138.66		\$5,138.66
Grob Arthur	20-01-3215	\$650.00		\$650.00
Pastor / Porterfield	20-01-6121	\$12,212.63		\$12,212.63
Stefan J Stolarz, Atty	20-01-8184	\$9,982.36		\$9,982.36
Jason G Doyon LLC	20-01-8391	\$4,811.50		\$4,811.50
Torr. Savings Bank - Tuthill	20-01-8398	\$227.01		\$227.01
1285 Hopmeadow Subsidiary	20-01-8548	\$903.40		\$903.40
Heffernan Legal Group LLP	20-01-867	\$5,076.90		\$5,076.90
Couchon Steve	20-02-40233	\$78.92		\$78.92
ACAR Leasing Ltd	20-03-50079	\$240.82		\$240.82
All Weather Home Imprv.	20-03-50354	\$544.69		\$544.69
All Weather Home Imprv.	20-03-50357	\$13.52		\$13.52
Aqua Masters of Simsbury	20-03-50569	\$26.58		\$26.58
Arnold, Linette	20-03-50670	\$88.55		\$88.55
Brainard Kendra	20-03-51861	\$22.71		\$22.71
Brody Charles	20-03-52027	\$19.49		\$19.49
CAB East LLC	20-03-52384	\$2,093.74		\$2,093.74
Carroll Gertrude	20-03-52714	\$56.11		\$56.11
CCAP Auto Lease Ltd	20-03-52874	\$95.10		\$95.10
CCAP Auto Lease Ltd	20-03-52891	\$795.78		\$795.78
CCAP Auto Lease Ltd	20-03-52896	\$243.76		\$243.76
Chase R Kingsley	20-03-53055	\$443.86		\$443.86
Conroy Kathryn	20-03-53567	\$169.47		\$169.47
Cooper Diana	20-03-53625	\$9.35		\$9.35
Cornell Meghan	20-03-53672	\$84.80		\$84.80
Cunningham Karen	20-03-53979	\$147.57		\$147.57
DaCosta Monamares E	20-03-54075	\$17.21		\$17.21
Dagosto Louise	20-03-54091	\$9.00		\$9.00

REQUESTED TAX REFUNDS
AUGUST 9, 2021

Daimler Trust	20-03-54127	\$796.83		\$796.83
Daimler Trust	20-03-54136	\$137.40		\$137.40
Denalsky Kyle	20-03-54475	\$195.28		\$195.28
Denhof Steven	20-03-54484	\$120.61		\$120.61
Donaldson Melissa	20-03-54762	\$7.00		\$7.00
Fagan Charlesetta	20-03-55527	\$5.00		\$5.00
Farber Jacob	20-03-55565	\$8.00		\$8.00
Financial Serv Veh Trust	20-03-55787	\$194.38		\$194.38
Friedland Bruce	20-03-56154	\$21.29		\$21.29
Goetz Charles	20-03-56792	\$22.09		\$22.09
Granger Kevin M	20-03-57037	\$71.78		\$71.78
Gundersen Ellen	20-03-57297	\$23.49		\$23.49
Hart David S	20-03-57594	\$139.84		\$139.84
Honda Lease Trust	20-03-58116	\$182.92		\$182.92
Honda Lease Trust	20-03-58207	\$482.11		\$482.11
JP Morgan Chasse Bank	20-03-59109	\$134.24		\$134.24
Katz Lucy	20-03-59359	\$65.85		\$65.85
Kearney Kelly	20-03-59386	\$692.09		\$692.09
Kipetz Donald	20-03-59713	\$9.00		\$9.00
Koczon Thomas	20-03-59804	\$21.99		\$21.99
Korpusik Mary	20-03-59865	\$45.79		\$45.79
Latorre Ronald C	20-03-60366	\$94.46		\$94.46
Lipponen Jukka	20-03-60838	\$265.61		\$265.61
Little James C	20-03-60855	\$85.07		\$85.07
Mainville Anne	20-03-61322	\$8.00		\$8.00
Mcaulay John	20-03-61804	\$16.07		\$16.07
McDonald Deborah	20-03-61908	\$51.06		\$51.06
Milka Terrence	20-03-62392	\$107.89		\$107.89
Mooneyham Matthew	20-03-62643	\$25.81		\$25.81
Morrison Karen	20-03-62737	\$26.78		\$26.78
Mottolese Cynthia	20-03-62789	\$73.17		\$73.17
Muller Eugene	20-03-62870	\$24.03		\$24.03
Narayanan Narasimhan	20-03-63038	\$1,178.22		\$1,178.22
Nissan Infiniti LT	20-03-63372	\$81.54		\$81.54
Oleskewicz Robert	20-03-63657	\$18.93		\$18.93
Ouellette Daniel R	20-03-63813	\$92.96		\$92.96
Pane Mark	20-03-63959	\$30.82		\$30.82
Parker Scott A	20-03-64061	\$13.51		\$13.51
Patel Dipak	20-03-64095	\$59.93		\$59.93
Peck Barbara A	20-03-64219	\$25.86		\$25.86
Peluso Lisa	20-03-64250	\$139.84		\$139.84
Pervere Robert L	20-03-64380	\$688.39		\$688.39
Perry John D	20-03-64441	\$21.10		\$21.10
Phelpps Robert	20-03-64455	\$10.00		\$10.00
Restaine Deborah	20-03-65217	\$85.48		\$85.48
Ribeiro Ludgero	20-03-65265	\$68.61		\$68.61
Riley Donald G	20-03-65353	\$101.60		\$101.60
Rodney Robert M Jr	20-03-65536	\$12.16		\$12.16
Salina Thomas	20-03-66015	\$38.16		\$38.16
Scully Mark	20-03-66487	\$188.81		\$188.81
Smith George P	20-03-67179	\$159.18		\$159.18
Sun Lucheng	20-03-67798	\$81.89		\$81.89

REQUESTED TAX REFUNDS
AUGUST 9, 2021

Thiessen Louise	20-03-68181	\$127.09		\$127.09
USB Leasing LT	20-03-68855	\$304.67		\$304.67
USB Leasing LT	20-03-68901	\$961.81		\$961.81
Voroscak Robert A	20-03-69318	\$51.18		\$51.18
VW Credit Leasing	20-03-69376	\$396.61		\$396.61
VW Credit Leasing	20-03-69386	\$259.98		\$259.98
Wasserman Lisa	20-03-69601	\$31.24		\$31.24
Weiland Guy	20-03-69665	\$7.66		\$7.66
Stefan J Stolarz, Atty	21-01-1713	\$4,319.20		\$4,319.20
Corelogic (21 Properties)	Various	\$100,421.25		\$100,421.25
Total 2020		\$194,999.12	\$0.00	\$194,999.12
TOTAL 2019		\$1,501.07	\$0.00	\$1,501.07
TOTAL 2020		\$194,999.12	\$0.00	\$194,999.12
TOTAL ALL YEARS		\$196,500.19	\$0.00	\$196,500.19



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Historical Society Wooden Eagle Art Donation and Agreement

2. **Date of Board Meeting:** August 9, 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 Selectman supports the proposed donation and agreement from the Simsbury Historical Society, the following motions are in order:

Move, effective August 9, 2021, to accept the art donation from the Simsbury Historical Society as required in Town Gift Policy, Chapter 100 of the Code of Ordinances.

Further move to authorize Town Manager, Maria E. Capriola, to execute the proposed donation agreement with the Simsbury Historical Society.

5. **Summary of Submission:**
The Simsbury Historical Society has asked to donate a piece of art that is a hand carved wooden eagle and have it displayed in a municipal building for the public to see. The eagle measures five (5) feet long by three (3) feet tall and is estimated to be about 40 pounds. It was carved from a slab of wood that originally came from a tree in Simsbury by Joe Buda, Bob Moody and Rob Poutasse.

Staff has identified an area in the planning, building, and engineering offices of Town Hall as the ideal placement for the piece of art.

The Town Attorney has reviewed the attached donation agreement.

6. **Financial Impact:**
None.

7. **Description of Documents Included with Submission:**
a) Donation Agreement for Wooden Eagle

**TOWN OF SIMSBURY
DONATION AGREEMENT**

This Agreement is made this ___29_ day of _July___, 2021, by and between Simsbury Historical Society (“Donor”) and the Town of Simsbury (“Town”).

WHEREAS, both the Donor and the Town believe that this donation of art (the “Work”) will enhance the aesthetic character of the community and advances the public understanding of art; and

WHEREAS, the Town is willing to accept the donation under the terms and conditions herein;

NOW, THEREFORE, the parties agree as follows:

1. The Donor acknowledges that the Town Gift Policy, Chapter 100 of the Code of Ordinances, governs this agreement and may be used to determine the suitability and acceptance and deaccession of the Work.
2. The Work will be signed by the artists; Joe Buda, Bob Moody and Rob Poutasse.
3. After taking title to the Work, the Town will display it for the duration of at least 3 years. The Town reserves the right to display the work at a place it deems suitable. The Town may remove or deaccession the Work at its sole discretion. In the event that the Town, in its sole discretion, decides to divest the Work, the Town will give the Donor the right of first refusal to acquire the Work at no cost pursuant to the terms and conditions established by the Town. The right of first refusal is personal to the Donors and not transferrable.

In the event that the Town decides to divest the Work, the Town will notify the Donors in writing at the following address:

Simsbury Historical Society
800 Hopmeadow Street
Simsbury, CT 06070

4. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
5. The Donor agrees to defend, indemnify and hold harmless the Town, its officers, employees, agents or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Donor. This indemnification provision shall survive the termination of this Agreement.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Connecticut.

DONOR

Simsbury Historical Society

_____ Date 7/29/2021

By: Robert Moody, President

TOWN OF SIMSBURY

By: _____

Maria E. Capriola, MPA
Town Manager

Dated this _____ day of _____, 2020

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Robert M. DeCrescenzo, Esq.
Town Attorney

EXHIBIT A: Description of the Art

Title: Simsbury Eagle

Medium: Hand-carved wood piece in the shape of an eagle from a tree in Simsbury

Size: 5 feet by 3 feet

Framing or Mounting: Has the backing needed to be mounted

Signed by Artist [] Yes [] No



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from Valley Simsbury Church Neighbor Group
2. **Date of Board Meeting:** August 9, 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 acceptance of the Valley Simsbury Church Neighbor Group donation, the following motion is in order:

Move, effective August 9, 2021, to accept a donation from Valley Simsbury Church Neighbor Group in the amount of \$5,000 for the purpose of supporting Simsbury Community and Social Services Department's Food Pantry, which assists residents in need.
5. **Summary of Submission:**
Valley Simsbury Church wants to donate \$5,000 to our Community and Social Services Department to support families in need through the Department's food program.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to Valley Simsbury Church Neighbor Group.
6. **Financial Impact:**
This is a donation to the Community & Social Services Department in the amount of \$5,000 to assist with the purchase of food items for local families in need. This will be deposited into the Department's special revenue fund for this purpose.
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:** FY 22/23 Youth Service Bureau Grant and Enhanced Grant
2. **Date of Board Meeting:** August 9, 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 approval of the Youth Service Bureau Grants, the following motion is in order:

Move, effective August 9, 2021, to approve submitting applications for the Youth Service Bureau Grant and the Youth Service Bureau Enhanced Grant, and to authorize Maria E. Capriola, Town Manager, to execute the attached Youth Service Bureau and Enhanced Grant Applications.

In the event that the grants are awarded, the following additional motion is in order:

Move, to accept the Youth Service Bureau Grant and Youth Service Bureau Enhanced Grant and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant awards.
5. **Summary of Submission:**
The above-referenced long-standing grants provide funds for various programs, services, and activities for Simsbury youth and their families. The state grants are administered by the Community and Social Services Department.
6. **Financial Impact:**
The Youth Services Bureau Grant application is in the amount of \$14,186, with additional Enhanced grant funding of \$10,671. The Youth Services Bureau Grant requires a local town match of \$14,186. Of that, \$8,000 is in cash and \$6,186 is in-kind staff support and administration. The Town match has been budgeted for in the Social Services budget for FY 21/22.
7. **Description of Documents Included with Submission:**
 - a) Youth Service Bureau and Enhanced Grant Application
 - b) Youth Service Bureau Composition

State Fiscal Year 2022-23 Youth Service Bureau Grant Application

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES

YOUTH SERVICE BUREAU
Application

TITLE PAGE

1. Legal Name of Organization Applying for Funds: Town of Simsbury
2. Federal Identification No.: _____
3. Town(s) to be Served: Simsbury (including West Simsbury, Weatogue & Tariffville)
4. Executive Director: Maria Capriola Phone: 860-658-3230 Fax: 860-658-9467
Executive Director E-mail address: mcapriola@simsbury-ct.gov
5. Contact Persons:
Program: Kristen Formanek Phone: 860-658-3283 Fax: 860-408-7046
Program Director E-mail address: kformanek@simsbury-ct.gov
Fiscal: Amy Meriwether Phone: 860-658-3282 Fax: 860-658-3206
Fiscal Director E-mail address: ameriwether@simsbury-ct.gov
6. Program Location Address: 754 Hopmeadow Street, Simsbury, CT 06070

I certify that the information submitted is in conformance with the instructions and is an accurate representation of the YSBs' planned programs and services for the period July 1, 2021, through June 30, 2023. A new form will be submitted if changes occur.

Authorized Signature: _____ Date: _____

Typed Name: Maria Capriola Title: Town Manager

2022-23 Youth Service Bureau Grant Application

SECTION I. YOUTH SERVICE BUREAU PROFILE

A. Demographic Information: Town of Simsbury Youth Services Bureau

1. Working Name of YSB: _____

If the YSB contracts with a provider to manage the YSB list name: _____

If multiple municipalities encompass the YSB; list municipalities associated: _____

2. Is the YSB a:

- department of a municipality(s)
- nonprofit organization

3. If municipal-based, is the YSB an:

- independent department
- a department within a larger department (such as social services)

Name of Department: Simsbury Community & Social Services

4. Percentage of population under age 18: 23.6 (based on last posted federal census)

B. Staffing:

1. YSB Director: full-time part-time

2. Additional Staff:

FTE (full time equivalent) of additional **full-time** staff: 2

FTE of additional **part-time** staff: 0

FTE of contracted personnel: 0

C. Programming:

Please place a **checkmark** next to each of the following programs offered by your YSB:

After-School Programs:

- elementary-age youth
- middle school-age youth
- high school-age youth

Birth-Five Parent/Child Programs (playgroups/support groups)

Counseling Services:

- Individual Counseling Group Counseling
- Parent Training Family Therapy

If Counseling Services, Are clinicians:

- Hired
- Group Counseling

Work Placement and Employment Counseling

Alternative and Special Educational Opportunities

Recreational and Youth Enrichment Programs

Outreach Programs

Preventive Programs (including youth pregnancy, youth suicide, violence, and alcohol and drug prevention)

Positive Youth Development Programs

Court Ordered Community Service

Detention/Suspension/Expulsion Programs

Juvenile Review Board

Teen Center/Drop-In Center:

2022-23 Youth Service Bureau Grant Application

- after school
- evenings
- weekends

Other Juvenile Justice Programs (please list): _____

2022-23 Youth Service Bureau Grant Application

SECTION II ADMINISTRATIVE CORE UNIT STRATEGIES AND PROGRAMS

Summarize the proposed strategies and activities of the administrative core unit using the following format. In each, list one strategy and the activities necessary to enhance your operations, as well as measures you will use to ensure efficacy of these activities. Group your strategies, activities and measures under the following headings:

A. Management and Administration

Strategy	Activities	Measures
To develop program evaluation on an administrative level.	Implement the administration of OHIO scales and post-service surveys in both JRB cases and Youth Therapy Program.	Amount of completed OHIOS & Surveys compared to cases. Look for overall improvements in our youth after these programs are complete.

B. Youth Advocacy

Strategy	Activities	Measures
To advocate for the needs of all Simsbury youth.	<p>Advocate for local policies that relate to the benefit of Simsbury youth.</p> <p>Inform and engage municipal and community leaders in YSB activities.</p>	<p>Attend CYSA regional meetings to remain informed on local policies.</p> <p>Provide information on YSB activities to the Board of Selectman and other local boards and agencies in a timely manner.</p>

2022-23 Youth Service Bureau Grant Application

C. Resource Development

Strategy	Activities	Measures
<p>Increase clinical resources available to youth in the local community.</p>	<p>Expand upon existing clinical resources by creating new relationships with clinical providers to add to our Youth Therapy Program.</p>	<p>Demonstrate an increase in our clinical referral list for Youth Therapy Program to better cover all insurance types and areas of need. collect post service surveys to measure successes as they relate to therapeutic treatment</p>

D. Community Involvement

Strategy	Activities	Measures
<p>Collaborate with local boards, task forces and municipal agencies.</p>	<p>Collaborate with local library, Simsbury Police Department, SPIRIT council, Aging & Disability Commission, Board of Education and Simsbury Senior Center as well as local mental health providers to identify areas of need within the local community to address.</p>	<p>Educational community presentations on identified needs to increase awareness and knowledge of topic.</p>

2022-23 Youth Service Bureau Grant Application

E. Research and Evaluation

Strategy	Activities	Measures
Evaluate community needs for further program development.	Evaluate post-participation surveys and OHIO scales to develop and create future programming.	Interest by families and youth of newly developed programs and activities.

2022-23 Youth Service Bureau Grant Application

SECTION III DIRECT SERVICES UNIT STRATEGIES AND ACTIVITIES NARRATIVE

Summarize the proposed strategies and activities of the administrative core unit using the following format. In each, list one strategy and the activities necessary to enhance your operations, as well as measures you will use to ensure efficacy of these activities. Group your strategies, activities and measures under the following headings:

A. Juvenile Justice

Strategy	Activities	Measures
Divert youth under age 18 from Juvenile Court by providing special supports and services they need during time of crisis.	Hold Juvenile Review Board meetings to meet with youth and parents and assign appropriate responses (i.e. community service, educational assignments, counseling, etc.) following delinquent activity.	To show a decrease in recidivism and increase knowledge and self-awareness around negative or risky behaviors as demonstrated by OHIO Scales & Post-surveys.

B. Mental Health Services

Strategy	Activities	Measures
Youth and their families will seek out clinical supports to help create a supportive environment in the home and work on skills associated with mental health or behavioral issues.	<p>Provide Youth Therapy sessions to Simsbury families by subcontracting with local providers to provide services free of charge to the families for a contracted number of sessions.</p> <p>Increase the community awareness of the Youth Family Program by contacting school social workers, coaches and other community members.</p>	<p>Measured by Increase in the number of Simsbury families receiving clinical services through the Youth Therapy Program.</p> <p>Measured by the amount of referrals coming into YSB/Simsbury Community & Social Services</p>

2022-23 Youth Service Bureau Grant Application

E. Teen Parent Education

Strategy	Activities	Measures

F. Positive Youth Development

Strategy	Activities	Measures
<p>Provide activities and educational opportunities to youth and the local community.</p>	<p>Promote interactions between youth and seniors.</p> <p>Provide educational presentations, activities and products that target identified youth issues.</p> <p>Provide sensory friendly activities for youth and young adults within the community.</p>	<p>Host intergenerational events & activities.</p> <p>Work with Youth Advisory Board to develop theme for educational presentations based upon a trending problem or issue. Implement an intervention to address the issue.</p> <p>Plan & host Sensory Friendly Events (including Spring Find, Sensory Friendly Santa, Sensory Friendly Halloween).</p>

2022-23 Youth Service Bureau Grant Application

G. Community Outreach

Strategy	Activities	Measures
Increase access to activities for families and youth in order to promote positive familial relations.	Provide no cost activities for families in the community (i.e. Family Day, Septemberfest, Sensory Friendly Activities, etc.)	To maintain and increase participation in provided activities.

2022-23 Youth Service Bureau Grant Application

SECTION IV. Advisory Board Composition Report

Composition Criteria: YSB Board composition must be and remain comprised of the following:

- At least seven members.
- At least one member under 21-years-of-age (nonvoting member).
- Representatives from the school system, police department and a private youth-serving agency.
- At least one-third of the total membership from individuals who receive less than 50 percent of their income from delivering services to youth.
- At least one member on the Board from each municipality served by the YSB.

1. Board Composition

Attach as (Appendix A) a current membership list of your Advisory Board or Youth Commission to the grant application. The list should include at least the following information for each Board member:

- Name
- Member Type (*Youth / School system representative*)
 - Police department representative
 - Private youth serving agency representative
 - Service consumer

Where a YSB serves more than one municipality, the membership list should also indicate that the Board includes a duly appointed representative from each municipality served.

2. Board Type

Check the appropriate board type for your Advisory Board.

Advisory Youth Commission Other – please specify _____

3. Vacancies and Waivers

If your Advisory Board does not meet the composition criteria (see box above), please describe the reasons for such deviation, as well as whether or not this is a temporary deviation or if you are requesting permanent waiver from the requirements listed herein.

We have had difficulty in engaging a private youth service agency representative. We had worked to address this pre-pandemic and will work on this again.

Anticipated date for meeting composition criteria: January 2022

4. Board Meetings

(a) The number of times the YSB Advisory Board is scheduled to meet each fiscal year? 4

(b) Are Minutes of all meetings on file in your office and available for inspection? Yes No

2022-23 Youth Service Bureau Grant Application

Section V. Impact of Services: Work Plans

List a minimum of three activities in which you will participate in during the 2022-2023 State Fiscal Years.

Required Professional Learning Activities:

Proposed Activity	Impacted Administrative Core Unit (ACU) Function
Implement measurement strategies to determine success of programming. This will include OHIO scales and satisfaction surveys	Management Administration
Attend CYSA meetings.	Management Administration Resource Development Advocacy
Attend workshops and seminars to earn 15 CEU's to satisfy state licensure requirements for both Director of Community and Social Services and Community Social Worker	Management Administration

2022-23 Youth Service Bureau Grant Application

APPENDIX A

CERTIFICATION THAT CURRENT AFFIRMATIVE ACTION PACKET IS ON FILE

According to the Connecticut Commission on Human Rights and Opportunities (CHRO) **municipalities** that operate **school districts** and also file a federal and/or state Affirmative Action Plan(s) are exempt from the requirement of filing an Affirmative Action Plan with the Connecticut State Department of Children and Families. **Agencies with an Affirmative Action Plan on file need to certify such by signing the statement below.**

I, the undersigned authorized official, hereby certify that the applying organization/agency: Town of Simsbury, has a current affirmative action packet on file with the Connecticut State Department of Education. The affirmative action packet is, by reference, part of this application.

Signature of Authorized Official: _____ Date: _____

Name and Title: Maria Capriola, Town Manager

2022-23 Youth Service Bureau Grant Application

APPENDIX B

Statutory Requirement of Administrative Core Unit Functions

In my official capacity as signatory for the Simsbury Youth Service Bureau, I, the undersigned authorized official*, hereby recognize and support the statutory requirements and regulations of the Youth Service Bureau (C.G.S. Sections 10-19m through 10-19p) to provide the five Administrative Core Unit (ACU) functions of:

1. Management and Administration.
2. Research that provides for the continued assessment of community needs and assets.
3. Resource development.
4. Community involvement.
5. Advocacy on behalf of issues related to youth and families.

Town Manager

Name

Title

Date

2022-23 Youth Service Bureau Grant Application

APPENDIX C

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: Town of Simsbury
Youth Service Bureau

THE APPLICANT: Town of Simsbury HEREBY ASSURES THAT:
(insert Agency/School/CBO Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut State Department of Children and Families;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency or municipality;
- F. Generally recognized fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Children and Families including information relating to the project records;
- H. The Connecticut State Department of Children and Families reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- J. (a) The applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

2022-23 Youth Service Bureau Grant Application

- (b) The Applicant shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.

K. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Youth Services Bureau identified on Page 1 herein.

- (a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successor or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes (C.G.S.) § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not , limited to any federally recognized Indian tribal governments, as defined in C.G.S. 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4) .

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the

2022-23 Youth Service Bureau Grant Application

Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this Section and C.G.S. §46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- L. The grant award is subject to approval of the Connecticut State Department of Children and Families and availability of state or federal funds.

2022-23 Youth Service Bureau Grant Application

- M. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official; hereby certify that these assurances shall be fully implemented.

Superintendent, or Department
Head, or Town Manager, or First
Selectman, or Mayor, or YSB
Director Signature:

Name: *(typed)*

Maria Capriola

Title: *(typed)*

Town Manager

Date:

Section VI - Youth Service Bureau State Fiscal Years 2022 & 2023 Enhancement Grant Funding:

By Clicking this box, Your Youth Service Bureau is requesting to be included in the distribution of the Youth Service Bureau Enhancement Grant Funding during these years.

Enhancement funds will be distributed once the SFY 2022 Grant Applications are processed and approved. The purpose of these enhancement funds is to enhance existing direct services to youth. Funds can also be used for maintenance fees associated with use of a web-based data collection tool. As per Connecticut general Statute Section 10-19q, funds will be distributed based on the municipality population size (gathered from the most recent (2017) Connecticut State Census). Specific allocations can be found on the DCF webpage:

Grant funds may be utilized to offer youth any or all of the program services outlined in Connecticut general Statute 10-19m.

Grant funds may not supplant already existing funding for the same program services.

Please use the space below to outline which service options that will be supported by the Enhancement funds. Please feel free to use only the number of spaces necessary for the Enhancements funds awarded:

Service Category: *Positive Youth Development*
Will Funding be used towards salaries?
Brief Description:

We would use these funds to further our abilities to provide positive youth development activities and programs.
Our program include but are not limited to:

Sensory friendly events that focus on providing events that focus on inclusivity of those with sensory processing disorders

Intergenerational events with Simsbury Senior Center including but not limited to Goats, a gardening program, LGBTQ+ community discussions and more.

Positive family events: Septemberfest, family take home kits, Family Day

Service Category:

Will Funding be used towards salaries?

Brief Description:

Providing free programming in conjunction with Simsbury Police Department.

Police mentoring program- Provides positive interactions with law enforcement for at-risk youth.
Women's Self-Defense training program- Increase in empowerment and self-esteem in young women.
Bike Safety - Improved bike safety and positive interactions with law enforcement.

Service Category:

Will funding be used towards salaries?

Brief Description:

Provide a Narcan and QPR training. Provide free Narcan kits to all participants.

Service Category:

Will funding be used towards salaries?

Brief Description:

Service Category:

Will funding be used towards salaries?

Brief Description:

YSB Name: Town of Simsbury Youth Service Bureau

SFY Budget: 2022

(4000) REVENUE					BALANCE	BUDGET NARRATIVE
	Budget	SFY Expenses	Total Current Expenses			
4001	DCF Income (Main Grant)	\$14,186	\$0	\$14,186		
4002	DCF Income (Enhancement)	\$10,671	\$0	\$10,671		
4003	Municipal Match	\$14,186	\$0	\$14,186	\$6186.00 in-kind services	
Total DCF-Overseen Income		\$39,043	\$0	\$39,043		
(5000) DIRECT EXPENSES						
5100 DIRECT SERVICE ACTIVITIES					\$0	\$0
5101	After-School Programs		\$0	\$0		
5102	Community Service Facilitation		\$0	\$0		
5103	Counseling		\$0	\$0		
5104	Drop-In Centers		\$0	\$0		
5105	Employment Services		\$0	\$0		
5106	Juvenile Review Board		\$0	\$0		
5107	Mentoring		\$0	\$0		
5108	Parent/Child Support Groups		\$0	\$0		
5109	Positive Youth Development		\$0	\$0		
5110	Prevention Services		\$0	\$0		
5111	Recreational Programs		\$0	\$0		
5112	Special Education Services		\$0	\$0		
5113	Summer Camp		\$0	\$0		
	Other:		\$0	\$0		
	Other:		\$0	\$0		
5200 REFERRED DIRECT SERVICE ACTIVITIES					\$32,857	\$0
5201	After-School Programs		\$0	\$0		
5202	Community Service Facilitation		\$0	\$0		
5203	Counseling	\$12,000	\$0	\$12,000	Youth Therapy Program- YSB will connect youth to locally contracted providers and will pay for up to 5 sessions per child.	
5204	Drop-In Centers		\$0	\$0		
5205	Employment Services		\$0	\$0		
5206	Juvenile Review Board		\$0	\$0		
5207	Mentoring		\$0	\$0		
5208	Parent/Child Support Groups		\$0	\$0		
5209	Positive Youth Development	\$10,200	\$0	\$10,200	Sensory Friendly Programs, Library Programming, In School Activities and Supplies	
5210	Prevention Services	\$3,860	\$0	\$3,860	Prevention programs including but not limited to: Hidden in Plain Sight, Courage to Speak Foundation, Narcan & QPR training.	
5211	Recreational Programs	\$497	\$0	\$497	Collaboration with Simsbury Culture, Parks & Recreation.	
5212	Special Education Services		\$0	\$0		
5213	Summer Camp	\$3,000	\$0	\$3,000	Help families to pay for summer camp and pool passes.	
	Other:	\$1,300	\$0	\$1,300	Collaboration with Simsbury Police Department for mentoring program at ABC house and Bike Safety Program	
	Other:	\$2,000	\$0	\$2,000	Help families to pay for after school child care or tutoring	
5300 CORE UNIT FUNCTIONS					\$0	\$0
5301	Community Outreach		\$0	\$0		
5302	Research & Evaluation		\$0	\$0		
5303	Resource Development		\$0	\$0		
5304	Youth Advocacy		\$0	\$0		
	Other:		\$0	\$0		
	Other:		\$0	\$0		
5400 FIXED COSTS					\$0	\$0
5401	Communications		\$0	\$0		
5402	Equipment		\$0	\$0		
5403	Food		\$0	\$0		
5404	Insurance		\$0	\$0		
5405	Janitorial		\$0	\$0		
5406	Maintenance & Repair		\$0	\$0		
5407	Office Supplies		\$0	\$0		
5408	Rent		\$0	\$0		
5409	Staff Training		\$0	\$0		
5410	Staff Travel Reimbursement		\$0	\$0		
5411	Utilities		\$0	\$0		
5412	Vehicle Lease		\$0	\$0		
5413	Vehicle Maintenance		\$0	\$0		
	Other:		\$0	\$0		
	Other:		\$0	\$0		
7000 STAFFING / ADMINISTRATIVE & GENERAL EXPENSES					\$6,186	\$0
7110	Staff Salaries & Wages		\$0	\$0		
7120	Fringe Benefits		\$0	\$0		
7150	All Other A/G	\$6,186	\$0	\$6,186	In-kind staffing, program coordination and administrative support	
Total Income		\$39,043	\$0	\$0		
Total Expense		\$39,043	\$0	\$0		
Surplus/(Deficit)		\$0	\$0			



Town of Simsbury

Community and Social Services Department

YOUTH ADVISORY BOARD 2020-2021

Officer Todd Kushman
Simsbury Police Department
933 Hopmeadow Street
P.O. Box 495
Simsbury CT 06070
860 658-3170
School Resource Officer

Officer Trevor Brittell
Simsbury Police Department
933 Hopmeadow Street
Simsbury CT 06070
860 658-3170
School Resource Officer

Jovin Girard
Social Worker
Simsbury High School
34 Farms Village Road
Simsbury CT 06070
860 658-0451
School Representative

Tom Tyburski
Recreation Supervisor
933 Hopmeadow Street
Simsbury CT 06070
860 408-4684
Youth Service Agency

Kristen Formanek
Director of Social Services
754 Hopmeadow Street
Simsbury CT 06070
860 658-3283
Youth Service Agency

Kim Lawlor
Simsbury High School
34 Farms Village Road
Simsbury CT 06070
860 658-0451
School Psychologist

Mary Richardson
Teen Librarian
725 Hopmeadow Street
Simsbury CT 06070
Simsbury Public Library
860 658-7663

Rachael Loveland
Community Social Worker
754 Hopmeadow Street
Simsbury CT 06070
(860) 658-3283
rloveland@simsbury-ct.gov

Kyla Lorden
Simsbury High School
34 Farms Village Road
Simsbury CT 06070
(860)
Student (12)

Jack Williams
Simsbury High School
34 Farms Village Road
Simsbury CT 06070
(860) 651-9425
Student (12)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Public Library Emergency Connectivity Fund Grant Application
2. **Date of Board Meeting:** August 9, 2021
3. **Individual or Entity Making the Submission:**
Maria Capriola, Town Manager; Lisa Karim, Library Director
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen approves the Library's Emergency Connectivity Fund grant application, the following motion is in order:

Move effective August 9, 2021, to approve the Library's application for Emergency Connectivity Funds in the amount of \$3,790 for 10 Wi-Fi hotspots which will be available for borrowing with a valid Simsbury Library card.

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

Move, to accept the Emergency Connectivity Fund grant award and authorize Town Manager, Maria E. Capriola, to execute all documents related to the award.

5. **Summary of Submission:**
The Federal Communications Commission (FCC) announced that they will open up the \$7 billion Emergency Connectivity Fund for school and library support with connections and equipment to be used off-site. The American Rescue Plan of 2021 established the Emergency Connectivity Fund. The primary objective of the Emergency Connectivity Fund is to support remote learners who may not have access to technology and connections.

The Library will be purchasing 10 Wi-Fi hotspots for \$19 per unit through the State contract which may be borrowed with a valid Simsbury Public Library card. The Emergency Connectivity Funds will pay for the cost of the devices, as well as the monthly service fees for at least 1 year. Monthly service fees are \$30/month per device. Should the funding of monthly fees be discontinued after 1 year, the Library would have the option to discontinue offering these 10 hotspots or adding the monthly fees to Library's operating budget to support this service going forward.

The Library has offered Wi-Fi hotspots for borrowing for a number of years. Hotspots are one of the most popular items borrowed from the Library of Things.

6. Financial Impact:

No match by the Town is required. Other than staff time associated with administering the grant, there are no costs to the Town. The application is for \$3,790, which includes the acquisition (\$190) and first year of service (\$3,600) costs for the ten units.

7. Description of Documents Included with Submission:

a) None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** 2021 Simsbury Farms Ice Rink and Paddle Tennis Fee Recommendations
2. **Date of Board Meeting:** August 9, 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 Selectman is in concurrence with the recommendation of the Culture, Parks and Recreation Commission and supports the proposed 2021 Simsbury Farms Ice Rink and Paddle Tennis fee schedule as presented the following motion is in order:

Move, effective August 9, 2021 to approve the Culture, Parks and Recreation Department's 2021 fee schedule for Simsbury Farms Ice Rink and Paddle Tennis programs as presented.
5. **Summary of Submission:**
For 2021, Culture, Parks and Recreation Department staff is proposing increases to some Simsbury Farms rink and paddle tennis fees to primarily meet the increasing seasonal staff costs due to the increased minimum wage rate and contractual costs for full time employees. The fee schedules were recommended by the Culture, Parks and Recreation Commission at their July 22, 2021 meeting. This process involved a review of fees charged by other local facilities for like services as well as review of our facility and program usage over the past three years, not including 2020 due to the pandemic causing an outlier year.
6. **Financial Impact:**
Based on the average of the last three years of participation (not including 2020), the 2021 recommended Simsbury Farms Rink and Paddle Tennis fee schedule is projected to generate an estimated \$9,633 in additional revenue for our winter facility programs.
7. **Description of Documents Included with Submission:**
 - a) 2021 Simsbury Farms Rink and Paddle Tennis Fee Schedule



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** License Agreement for Existing Meadowood Agricultural Lease

2. **Date of Board Meeting:** August 9, 2021

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

Maria E. Capriola, Town Manager

Maria E. Capriola

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

In order to allow the farmer currently growing crops on the Meadowood property to complete his 2021 growing season and to permit another entity the use of the barns through the 2021 growing season, the following motion is in order:

Move, effective August 9, 2021 to authorize Town Manager, Maria E. Capriola to execute a license agreement with O.J. Thrall, Inc. and John Baggot, as approved to form by the Town Attorney.

5. **Summary of Submission:**

The current Meadowood property owner is leasing agricultural land to a farmer. The farmer is growing wheat and barley at the property. The farmer has a desire to complete his 2021 growing season. With an expected closing date on the property of September 2021, the Town will need to execute a license agreement with the farmer in order to allow him to complete growing his crops for the season.

Seven of the sheds are being used for storage of tobacco being dried through November 2021. That entity has a desire to complete the 2021 growing season. With an expected closing date on the property of September 2021, the Town will need to execute a license agreement with the entity in order to allow him to complete growing his tobacco for the season.

The license agreements are not yet completed, but will be prepared as to form by the Town Attorney.

After completion of the 2021 growing season, an agricultural lease RFP will be issued for farming on the property. The Open Space policies work group and staff are nearing completion of a model RFP for agricultural leases.

6. **Financial Impact:**

A nominal amount such as \$1 should be paid by the entities to the Town as consideration.

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:** Department of Transportation Master Municipal Agreement for Municipal Facilities Adjustments
2. **Date of Board Meeting:** August 9, 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 agrees to authorize execution of the subject agreement, the following motion is in order:

Move, effective August 9, 2021, to authorize Town Manager Maria E. Capriola, to execute the Master Municipal Agreement for Readjustment, Relocation and/or Removal of Municipal Facilities on Highway Projects

5. **Summary of Submission:**
The Department of Transportation (DOT) has requested that the Town of Simsbury enter into a master agreement for adjustment of municipal facilities for the purpose of reimbursing the town for eligible costs associated with facility adjustments that may be required for state administered project and future municipal projects with state or federal funding sources. This agreement was triggered by the need to temporarily relocate town owned fiber optic cable facilities on Hopmeadow Street related to the Replacement of Bridge No. 00653 (Route 10 over Hop Brook) planned for 2022. This agreement is a long term agreement with DOT that will also streamline the reimbursement of eligible costs for the relocation of municipal facilities for other state and municipal projects in the future.

The Town Attorney has reviewed and approved the form of this agreement. This is a template agreement used by the state with municipalities.

6. **Financial Impact:**
There is no significant impact anticipated from the execution of this agreement. The town will benefit for reimbursement or direct payment for eligible costs for these adjustments to municipal facilities.
7. **Description of Documents Included with Submission:**
 - a) Transmittal for DOT to the Town of Simsbury date July 2, 2021
 - b) Master Agreement



STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546

NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3397



July 2, 2021

Mr. Jerome F. Shea
Town Engineer
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Dear Mr. Shea:

Subject: Master State/Municipality Agreement for the Readjustment, Relocation and/or Removal of Municipal Facilities on Highway Projects

The Connecticut Department of Transportation (Department) has revised the Master State/Municipality Agreement (Agreement) for the Readjustment, Relocation and/or Removal of Municipal Facilities on Highway Projects. The revised Agreement reflects updated procedures and practices and a streamlined process, which will result in expedited reimbursement for services rendered by the Municipality. The Department intends to terminate any Agreement you currently have in place; therefore, this revised Agreement should be signed and returned promptly to avoid any delay to upcoming projects.

Please have one copy of the Agreement signed and witnessed in the appropriate spaces. Do not complete the blank space nor the date in the first paragraph.

Please complete Article 4.09 (ii) – Official Notice with: Name of Utility or Municipality, Street Address, City, State and Zip Code.

Please advise the Department in writing of any change in your entity's name, address, legal status or Federal Employer Identification Number.

Please email the signed Agreement within 21 days of the date of this letter to Andrzej.Mysliwicz@ct.gov.

Once the Department receives, in proper form, the originally signed revised Agreement, it will be submitted to the applicable State Offices for approval signatures. Upon full execution of this revised Agreement, any Master State/Municipality Agreement previously entered into will be terminated and superseded by this revised Agreement. Please be aware that without a valid Agreement in place, the Department will be unable to reimburse your Municipality for readjustment, relocation and/or removal services provided.

Mr. Jerome F. Shea

-2-

July 2, 2021

Should you have any questions or concerns regarding the content of the revised Agreement, please contact Andrzej Mysliwicz at (860) 594-3397 or by email at Andrzej.Mysliwicz@ct.gov.

Thank you for your cooperation in this matter.

Very truly yours,

Andrzej Mysliwicz

Digitally signed by Andrzej Mysliwicz
DN: cn=US,
e=Andrzej.Mysliwicz@ct.gov,
c=US, o=CT, ou=Utilities Section,
cn=Andrzej Mysliwicz
Date: 2021.07.14 07:21:02-0400

Andrzej Mysliwicz
Transportation Supervising Engineer
Utilities Section
Bureau of Engineering and Construction

Enclosures

MASTER AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF SIMSBURY
FOR READJUSTMENT, RELOCATION, AND/OR REMOVAL OF
UTILITY FACILITIES ON HIGHWAY PROJECTS

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , A.D., 2021, by and between the State of Connecticut, Department of Transportation, acting herein by the Commissioner of the Department of Transportation, hereinafter referred to as the State, and, the Town of Simsbury acting herein by , its, hereunto duly authorized, hereinafter referred to as the Utility or collectively referred to as the “Parties”.

WITNESSETH, THAT:

WHEREAS, the State and the Utility wish to memorialize their understandings concerning their respective duties, rights, liabilities, and obligations whenever the Commissioner of Transportation determines that any Utility Facility located within, on, along, over or under any land comprising the right-of-way of a state highway, or any other public highway associated with a State highway project, must be readjusted or relocated in or removed from such right-of-way due to the construction or reconstruction of such highway, and

WHEREAS, the State, acting by its Commissioner of Transportation, is authorized to enter into this Agreement pursuant to Sections 4-8, 13a-98, 13a-98f, 13a-126, 13a-165, 13b-3 and 13b-23 of the Connecticut General Statutes, as revised, and

WHEREAS, the Utility has represented to the State that it is duly authorized to enter

into this Agreement, carry out its responsibilities under this Agreement, and bind itself and its successors and assigns.

NOW, THEREFORE, in consideration of the mutual exchange of promises by and between the State and the Utility, evidenced within this Agreement, the State and the Utility mutually agree as follows:

Section 1: Definitions

The following definitions shall apply to this Agreement:

- a. “Additional Construction Work” means design, engineering or construction performed by or on behalf of the State and paid by the Utility for the incorporation of a Utility Facility in a Project which is for the requirements of the Utility and not required by any physical conflict between the Utility Facility and the Project;
- b. “Administrator” means the Transportation Engineering Administrator, Department of Transportation;
- c. “Change in Scope Letter” means a letter from the Utility to the State describing a deviation from the statement of work contained in the Project Construction Estimate;
- d. “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- e. “Construction Estimate” means the estimate prepared by or on behalf of the Utility for the cost of physically readjusting, relocating and/or removing Utility Facilities owned by the Utility for a State highway project;
- f. “Deductible” means the cost of the readjusted, relocated or removed

Utility Facility above the cost required to provide a Utility Facility of equal capacity, age and value showing the betterment and associated cost for which the State is not participating; (i) the value of materials salvaged from existing installations; and (ii) depreciation reserve credits as determined by the cost of the original installation,

g. “Engineer” means the District Engineer for Construction, Department of Transportation;

h. “Increased Cost Letter” means a letter from the Utility to the State describing a deviation in the cost of work contained in the Preliminary Engineering Estimate or the Project Construction Estimate;

i. “Installations and Adjustments” means the physical readjustment, relocation, and/or removal of a Utility Facility;

j. “Authorization to Order Materials Letter” means the letter from the State authorizing the Utility to acquire materials necessary for the Additional Construction Work or Installations and Adjustments;

k. “Plans” means the detailed engineering design documents prepared for the readjustment, relocation, and/or removal of the Utility Facilities necessitated by the Project;

l. “Preliminary Engineering Estimate” or “P.E. Estimate” means the estimate prepared by or on behalf of the Utility for developing the Construction Estimate, Plans and Supporting Data;

m. “Project” means a State highway project;

n. “Project Authorization Letter for Construction” means the letter from the Administrator approving any and all of those construction costs listed in the

Construction Estimate;

“Project Authorization Letter for P.E.” means the letter from the Administrator authorizing the Utility to incur those preliminary engineering costs approved by the Administrator;

“Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

“Reference Documents” means “Public Service Facility Policy and Procedures for Highways in Connecticut,” dated November 1, 2008, as amended from time to time, “Utility Accommodation Manual,” dated February 1, 2009 as amended from time to time, “State of Connecticut Department of Transportation Standard Specifications for Road, Bridges and Incidental Construction, Form 816” (Form 816) and “Supplemental Specifications” as amended from time to time, and Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B dated April 1, 2007, as amended from time to time;

“Supporting Data” means the documentation that forms the basis of the Construction Estimate including utility relocation informational plan sheets, Utility timetables and any Utility specifications;

“Utility Facility” means either utility facilities or utilities as defined in Section 13a-98f of the Connecticut General Statutes or a public service facility as defined in Section 13a-126 of the Connecticut General Statutes.

“Utility Parties” means Utility’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or

any other person or entity with whom the Utility is in privity of oral or written contract and the Utility intends for such other person or entity to perform under the Agreement in any capacity.

Section 2: Utility

2.01 Preparation of P.E. Estimate

When requested by the State or its designated agents, the Utility shall prepare and submit to the State a P.E. Estimate for which the Utility may apply to the State for reimbursement under the Connecticut General Statutes. The Utility shall not incur charges for the Project until the Utility receives written authorization from the Administrator in the form of a Project Authorization Letter for P.E. Said authorization may be withheld at the sole discretion of the Administrator. Any increase in the P.E. Estimate for a particular Project will require prior written authorization of the Administrator, which may be withheld at the Administrator's sole discretion.

2.02 Preliminary Engineering Performed by Consultant

In the event the Utility elects not to perform preliminary engineering with its own forces, or forces of the Utility's corporate affiliates, the Utility shall so advise the State in writing by requesting prior approval to employ the services of a consultant. The Utility agrees to clearly and accurately identify all consultant costs in its estimates and in its billings to the State.

2.03 Preparation of Plans, Construction Estimate and Support Data

Subsequent to the issuance of the Project Authorization Letter for P.E., the Utility shall prepare: (a) Plans, (b) the Construction Estimate, and (c) Supporting Data for the changes to its facilities to accommodate the construction or reconstruction of the Project. The Plans, Construction Estimate, and Supporting Data shall all be prepared

in accordance with the Reference Documents which are hereby incorporated by reference and made a part of this Agreement.

2.04 Test Pits and Borings

(a) Whenever the State, acting through the Administrator, notifies the Utility in writing that the State requires the Utility to conduct test borings or to excavate test pits to ascertain the exact location, dimensions, or the structural condition of a Utility Facility for the purposes of a Project the cost shall be shared by the State and the Utility. The State's share shall be determined in accordance with the applicable provisions of Sections 13a-98f and 13a-126 of the Connecticut General Statutes, as revised.

(b) Whenever the State, acting through the Administrator, notifies the Utility in the Project Authorization Letter for P.E. to prepare a Plan, Construction Estimate, and Supporting Data for the relocation or adjustment of its Utility Facilities due to the requirements of the proposed Project and the Utility finds that it can comply with this request only by means of borings or test pits, the Administrator may grant permission for the borings or test pits to be done as part of the Utility's preliminary engineering design, and payment therefore shall be made under the provisions of Sections 13a-98f or 13a-126 of the Connecticut General Statutes, as revised.

2.05 The Construction Estimate

The Construction Estimate shall include, but shall not be limited to, (a) costs required to provide a facility of equal capacity; (b) any costs in excess of the costs required to provide a Utility Facility of equal capacity clearly showing the betterment and associated costs for which the State is not participating; (c) the value of materials salvaged from existing installations; and (d) depreciation reserve credits as

determined by the cost of the original installation, the life expectancy of the original Utility Facility, and the unexpired term of such life use. The Construction Estimate shall incorporate the deductible value of items (a) through (d) referenced herein subject to audit as set forth in Subsections 2.16, 2.18 and 3.04 of this Agreement after completion of the work and before final payment is made to the Utility. The depreciation reserve credit must be shown in the Construction Estimates for which the construction cost to the State is over Twenty Thousand Dollars (\$20,000), and the State waives the requirement that depreciation reserve credit be shown in Construction Estimates on construction costs of Twenty Thousand Dollars (\$20,000) or less.

2.06 Submission at Request of Administrator

The Utility shall submit the Plans, Construction Estimate, Supporting Data and Specifications requested by the Administrator to the State for its approval. If after review by the State the Plan, Construction Estimate and Supporting Data are acceptable, the Administrator shall provide the Utility written approval of the Plans, Construction Estimate and Supporting Data. The Project Authorization Letter for Construction shall not be construed as authorization to proceed with work in furtherance of said Installations and Adjustments.

2.07 Utility Responsibilities

The Utility shall assume full responsibility for the accuracy of all data, design, and other products of engineering work created, prepared or produced by the Utility, its agents, servants, employees, corporate affiliate or consultants, as shown on Plans, Supporting Data, Specifications or other pertinent documents relative to the Installations and Adjustments, as herein provided for under the terms of this

Agreement. The Utility shall also assume full responsibility for all costs of every name and description which may be incurred by the State as a result of any errors or omissions contained in the data, design, or other products of engineering work created, prepared or produced by the Utility, its agents, servants, employees, corporate affiliate or consultants, as shown on said Plans, Supporting Data, Specifications or other pertinent documents. The Utility shall assume no responsibility for costs incurred by the State as a result of any errors or omissions contained in the data, design, or other products of engineering work created, prepared or produced by the State as shown on said Plans, Supporting Data, Specifications or other pertinent documents.

2.08 Authorization to Order Materials

Upon the Utility's receipt of the Authorization to Order Materials Letter for a Project, the Utility shall use its best efforts to promptly obtain all materials necessary for the relocation and readjustment of Utility Facilities for the Project. Within ten (10) calendar days of receiving the Authorization to Order Materials Letter, the Utility shall notify the State in writing of the date when it anticipates that the Utility will have obtained all materials necessary for the relocation and readjustment of Utility Facilities for the Project. In the event the Utility becomes aware of a change in the date that it anticipates obtaining all materials necessary for the relocation and readjustment of Utility Facilities for the Project, the Utility shall provide the State with written notification of the change. The Utility acknowledges that the State will utilize the anticipated date provided by the Utility to plan for the Project. If the Utility fails to provide the State with a written notice required by this Subsection, the Utility shall be responsible for any and all damages incurred by the State arising from

the Utility's failure to provide any such notice.

2.09 Notice to Proceed

The Utility shall not proceed with work in furtherance of the Installations and Adjustments prior to the receipt of a written notice from the Engineer. The Utility shall proceed with due diligence with the Installations and Adjustments in accordance with the approved Plans, Construction Estimates, and Supporting Data.

2.10 Diligent Performance

The Utility shall diligently perform all work necessary to complete the Installations and Adjustments of its Utility Facilities and shall comply with all requirements of the State in connection with such work. All Installations and Adjustments shall be completed within a reasonable time. In determining the Installations and Adjustments were completed within a reasonable time, the State may consider, among other things, any schedule submitted by the Utility to the State for the Installations and Adjustments and any other information that the Utility believes the State should consider determining whether the Installations and Adjustments were completed in a reasonable time.

2.11 Reference Documents Controlling

The actual adjustments to the Utility's Facilities shall be governed by the Reference Documents. The Reference Documents are hereby incorporated by reference and made a part of this Agreement.

2.12 Performance of Work by Utility Forces or Contractor

Any Installations and Adjustments authorized by the State may be carried out by the Utility with its own forces and/or by the Utility's duly qualified and certified continuing contractors, but nothing in this paragraph shall be construed to authorize

any work to be done by other contractors or any other utility company, except for certain minor contract work approved in advance by the Administrator. Written approval by the State of other than continuing contractors doing work under this Agreement may be granted by the State on the basis of a contract being awarded by the Utility to the lowest qualified bidder from a minimum of three bids submitted by entities unaffiliated with the Utility. If the Utility is unable to obtain three bids, the Utility shall write to the State and explain why it was unable to obtain three bids. The State may, upon the Utility demonstrating good cause for not obtaining three bids, waive the three bid requirement. Upon receipt of written approval from the State, the Utility may award a contract for such work. The State reserves the right to reject any or all bids for such work at its sole discretion.

2.13 Preparation of Progress Reports

During the construction phase of Projects, the Utility shall prepare reports required for the State's review of the Utility's billing of costs. State Form CON-40, or an approved equivalent form(s), shall be used for the daily reporting of labor, inspection, supervision, or any other related on-site work, as well as equipment and materials used in the work, and shall be prepared by the Utility and certified by representatives of the State and the Utility. Material used and recovered on temporary work, as well as permanent plant items removed, shall be reported on State Form CON-41 in the same manner as the CON-40. The Utility shall submit CON-40's and CON-41's within fifteen (15) calendar days following the completion of its weekly activities.

2.14 Changes in Scope of Work

In the event that the statement of work contained in the approved Project Construc-

tion Estimate needs to be changed, the Utility shall provide the Engineer with a Change in Scope Letter. The Change in Scope Letter shall contain such information as the Engineer deems necessary for his review of the proposed changes, including but not limited to, the facts requiring such change, and the proposed impact upon the budget for Installations and Adjustments. In the event the Engineer authorizes the change, such authorization shall be in writing and effective upon receipt by the Utility.

2.15 Construction Cost Increases

When changes in construction are due solely to increases in cost of labor, materials and equipment, the Utility shall advise the State in an Increased Cost Letter with an explanation for this change. The Increased Cost Letter shall contain, but shall not be limited to, the facts requiring such change, and a statement that payment will be made under the provisions of the "Public Service Facility Policy and Procedures for Highways in Connecticut" as amended from time to time. The Utility shall not implement any such changes in preliminary engineering or construction until those changes have been approved in writing by the State.

2.16 Form of Payment Requests

All requests for payment shall be submitted on State Form ISP, or a DOT approved equivalent form together with pertinent vouchers and cost records, and shall be subject to audit by the State and/or the Federal Highway Administration. All billing for preliminary engineering, test pits, construction and inspection activities shall be billed separately on State Form ISP and be on a project-by-project basis.

2.17 Waiver of Right to Payment

The failure of the Utility to submit the final bills within the time frames specified

within this Agreement will constitute a waiver by the Utility of its right to reimbursement of the State's equitable share and may, at the election of the State, result in the loss of reimbursement to the Utility.

2.18 Review of Records

The Utility agrees to permit the State, the State Auditors of Public Accounts, the United States Department of Transportation and/or their duly authorized representatives to examine, review, audit and/or copy any records, books or other documents of the Utility relative to all charges, including charges for extra work, settlement of claims, alleged breaches of this Agreement, charges of continuing contractors of the Utility for work performed by the continuing contractor for the Utility on work other than State highway work or any other matter involving expense to the State.

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

2.19 Requirement for Encroachment Permit

The Utility shall obtain an encroachment permit pursuant to the provisions of Sections 13a-247 and 13b-17 of the General Statutes and Sections 13b-17-1 through 42 of the Regulations of Connecticut State Agencies prior to placing any Utility Facility within, on, along, over, or under any land compromising the right-of-way of a state highway. Any Utility Facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway without an encroachment

permit from the State shall not be eligible for reimbursement and nothing in this Agreement shall obligate the State to reimburse the Utility for the costs associated with the readjustment, relocation, or removal of any such facility. The Utility shall reimburse the State for the costs associated with the readjustment, relocation, or removal of any facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway or any other public highway without an encroachment permit.

2.20 Requirement of Encroachment Agreement for Trunk Line or Transmission Type Facilities

The Utility shall enter into an encroachment agreement with the Commissioner pursuant to the provisions of Section 13a-126c of the General Statutes for any longitudinal use of the right-of-way of a state highway to accommodate trunk line or transmission-type facilities prior to placing any trunk line or transmission-type facility within, on, along, over, or under any land compromising the right-of-way of a state highway. Any trunk line or transmission-type facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway without an encroachment agreement shall not be eligible for reimbursement and nothing in this Agreement shall obligate the State to reimburse the Utility for the costs associated with the readjustment, relocation, or removal of any such facility. The Utility shall reimburse the State for the cost associated with the readjustment, relocation, or removal of any facility place, within, on, along, over, or under any land compromising the right-of-way of a state highway or any other public highway without an encroachment agreement.

2.21 Indemnification and Hold Harmless

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

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

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

(d) The Utility's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Utility is alleged or is found to have merely

contributed in part to the acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

2.22 Sovereign and Governmental Immunity

The Utility shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Utility, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

2.23 Compliance with State and Federal Administrative Requirements

The Utility shall comply with all State and Federal Administrative requirements incorporated herein by reference and attached herewith as Exhibit A, as may be amended from time to time, and all Schedules, as may be amended from time to time,

attached herewith, which are also hereby made part of this Agreement.

2.24 Documents Submitted With Cost Estimates

For each Project, the following documents and any documents attached thereto shall be incorporated by reference into this Agreement:

- a. the Project Authorization Letter for P.E.;
- b. the Project Authorization Letter for Construction;
- c. the Authorization to Order Materials Letter;
- d. the Notice to Proceed;
- e. the State's response to any Change in Scope Letter;
- f. the State's response to any Increased Cost Letter; and
- g. documentation of Additional Construction Work.

2.25 Special Provisions Disadvantaged Business Enterprises

The Utility hereby acknowledges and agrees to comply with "Special Provisions, Disadvantaged Business Enterprises As Subcontractors And Material Suppliers Or Manufacturers For Federal Funded Projects Involving Utility Adjustment & Relocations," dated May 7, 2001, as revised, as set forth in Exhibit A, Schedule 1 (attached herewith and incorporated by reference).

2.26 Insurance

- (a) With respect to the operations that the Utility performs or engages a Prime Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Utility shall carry, and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07 "Insurance," and (ii) specifically with respect to any working drawings prepared

by a designer, Section 1.05.02(2)(a) “Plans, Working Drawings and Shop Drawings.” With respect to Section 1.05.02(2)(a), evidence of the Professional Liability Insurance Policy may be submitted on the State’s Form “Certificate of Insurance DOC-001.”

(b) With respect to Design/Construction Inspection activities that the Utility performs or engages a Designer/Inspection Consultant to perform, and also those that are performed by any subconsultants of the Designer/Inspection Consultant, in conjunction with the Project, the Utility shall carry, and/or shall require its Designer/Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at Section 1.03.07, Items (1), (2), (3), (5), (7), and (8) “Insurance.” For the purposes of this subparagraph (b), any reference in the Standard Specifications to “Contractor” and “Subcontractor” hereby refers to the Designer/Inspection Consultant and subconsultant, respectively.

(c) With respect to the Design/Construction Inspection activities that the Utility performs or engages a Designer/Inspection Consultant to perform, and also those that are performed by any subconsultants of the Design/Inspection Consultant, in conjunction with the Project, the Utility shall carry, and/or shall require its Design/Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), which policy may contain a maximum Two Hundred and Fifty Thousand Dollars (\$250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability

Insurance Policy must include pollution and environmental impairment coverage as part thereof, if such insurance is applicable to the work performed as part of the Design/Inspection Activities in conjunction with the Project.

(d) With respect to the operations that the Utility performs or engages a Design/ Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Utility shall carry, and/or shall require its Design/Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

(e) Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Utility, the Utility may request that the State accept coverage provided under a self-insurance program. If requested by the State, the Utility must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self-insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Utility shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

(f) The Utility shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Utility may redact provisions of the policy that are deemed by the insurer to be proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Utility shall insert this required provision into its contracts or agreements with its Prime

Contractor and/or Design/Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Design/Inspection Consultant to insert this required provision into its (their) contracts or agreements with its (their) subcontractors and/or subconsultants.

2.27 Maximum Fees for Architects, Engineers and Consultants (Federal Funds)

When any phase of the Project is federally funded, the Utility hereby acknowledges and agrees to comply with the guidelines specified in “Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants”, as set forth in Exhibit A, Schedule 2 (attached herewith and incorporated by reference). The Office of Policy and Management’s General Letter No. 97-1, dated November 21, 1996, as set forth in Exhibit A, Schedule 3 (attached herewith and incorporated by reference) and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

The Utility shall submit to the State for review and approval, any proposed Agreement between the Utility and a consultant prior to its execution. No reimbursable costs may be incurred on the consultant agreements prior to the State’s written approval.

The Utility shall ensure that all Parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

2.28 Office of Policy and Management’s Letter 97-1 (100% State Funds)

When all phases of the Project are one hundred percent (100%) state funded, the Utility hereby acknowledges and agrees to comply with the guidelines stipulated in the Office of Policy and Management’s General Letter No. 97-1, dated November 21, 1996, which is incorporated by reference, when architects, engineers, and/or consultants are retained.

Section 3: State

3.01 Payment for Increased Costs

The State's obligation to pay the cost increase shall be subject to final audit as set forth in Subsections 2.16, 2.18 and 3.04 of this Agreement.

3.02 Partial Payments

Upon the Utility's request for partial payments made on the proper form, the State may make partial payments to the Utility of ninety-seven and one half percent (97.5%) of the State's equitable share of the approved cost for all authorized actual incurred charges.

(a) The Utility's final bill to the State for the State's equitable share of all preliminary engineering costs incurred by the Utility, shall be submitted to the State within six (6) months of the date of the Administrator's written authorization to the Utility to incur charges; time being of the essence.

(b) The Utility's final bill to the State for the State's equitable share of all authorized construction costs incurred, shall be submitted to the State within a period of six (6) months after completion of the Utility's construction activities, time being of the essence.

3.03 State's Equitable Share

The State's equitable share of the cost of the Installations and Adjustments of the Utility, as herein provided and approved by the State, shall be in conformance with the provisions of the applicable Connecticut General Statutes, as revised.

3.04 No Prohibition on Additional Funding

Nothing in this Agreement shall preclude the State from requesting reimbursement from the Federal Highway Administration for a portion or all of its share of the cost

of the Utility Installations and Adjustments, as provided for in this Agreement, in accordance with the provisions of Title 23, Code of Federal Regulations, Part 645; Subpart A, dated April 1, 2007, and subsequent supplements or amendments. The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State and/or the United States Department of Transportation. Nothing in this Agreement shall preclude the State from requesting funding from any other federal agency, municipality or any other funding source.

Section 4: State and Utility

4.01 Additional Construction Work Pursuant to Connecticut General Statutes Section 13a-98

- (a) Upon request of the Utility, the State may include Additional Construction Work in a Project. The Utility agrees to accept ownership of and maintain as part of its overall system, all Additional Construction Work herein provided for, immediately upon completion of the Additional Construction Work or at such time as notified by the State.
- (b) Upon demand by the State, following the advertising of a Project, the Utility shall deposit with the State, a certified check, drawn on the account of the Utility, payable to the "State Treasurer, State of Connecticut," in the amount of the estimate for the Additional Construction Work for each Project. After final audit for the Project in the event the actual cost of Additional Construction Work is more than the amount of the Utility's deposit, the Utility shall pay the difference to the State. In the event the actual cost of Additional Construction Work is less than the amount of deposit, the State

shall pay the difference to the Utility. No interest shall be payable or due on the difference between the amount deposited and the final audited amount. In the event the construction of a certain Project is cancelled, all monies deposited by the Utility for said Additional Construction Work shall be returned to the Utility with no interest within ninety (90) days after receipt of notice of cancellation of the Project by the Department of Transportation's Office of Financial Management and Support or its successors, unless the State notifies the Utility in writing stating otherwise.

4.02 Incorporation of Utility Installations and Adjustments into Project

When requested to do so by the Utility, required Installations and Adjustments may be included in any Project contract for highway improvements whenever the Administrator considers it to be in the best interest of the State. If it is determined that a demand deposit is required from the Utility, it shall be accomplished as in Subsection 4.01 of this Agreement.

4.03 Audit

Final payment costs associated with each of the activities of preliminary engineering, test borings or test pits, and construction shall be made for actual authorized cost incurred, after final audit and after all exceptions have been resolved.

4.04 Jurisdiction and Forum

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the

laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Utility waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4.05 Litigation

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

4.06 Preconditions to Commence Work and Reimbursement by State

This Agreement itself is not an authorization for the Utility to provide goods or begin performance in any way. The Utility may provide goods only after receiving (a) a Project Authorization Letter for Construction; and (b) an Authorization to Order Materials Letter. The Utility may begin performance only after receiving (a) a Project Authorization Letter for Construction; (b) an Authorization to Order Materials Letter; (c) a Purchase Order issued by the State against this Agreement; and (d) a Notice to Proceed as set forth in Subsection 2.09 of this Agreement. The State shall issue a Purchase Order against this directly to the Utility and to no other

person. Any work performed in a state highway right of way shall require an encroachment permit. If the Installation and Adjustment or Additional Construction Work concerns a trunk line or transmission type facility in a state highway right of way, the Utility shall enter into an encroachment agreement with the State. A Utility providing goods or commencing work without the requisite items listed in this Subsection does so at the Utility's own risk.

4.07 No Third Party Beneficiaries

No person shall be deemed to be a third party beneficiary to this Agreement.

4.08 Term

This Agreement shall have a term of ten (10) years from the effective date of this Agreement. No amendment to this Agreement shall be valid unless mutually agreed upon by both Parties in writing and approved, as to form, by the Attorney General of the State of Connecticut.

(a) The State and the Utility reserve the right to terminate or propose to revise this Agreement in whole or part at any time by fifteen (15) days advance notice, in writing, to the other party. The termination of this Agreement by the Utility shall not relieve the Utility from its obligation to remove a Utility Facility from a State highway upon written notice from the State that the Utility Facility conflicts with a Project.

(b) The State, upon written notice, may, in its sole discretion, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience and shall not be deemed a

breach of this Agreement.

- (c) Any such suspension, postponement or termination shall be affected by delivery to the Utility of a written notice specifying the extent to which performance of work under the Agreement is being suspended or postponed or that the Agreement is being terminated, and the date upon which such action shall be effective.
- (d) If the State terminates the Agreement, the State shall reimburse the Utility for items or work completed prior to the effective date of termination, or as may be agreed by the Parties for items of work partially completed.
- (e) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Utility under contract unit prices for its related expenses, the State may consider reimbursing the Utility for such expenses.
- (f) Materials obtained by the Utility or its contractor for the Project that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall, at the option of the Utility, be purchased from the contractor at actual cost as shown by receipted bills and the State shall reimburse the Utility for same. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records.
- (g) The Utility shall make payment to the State for the original costs of

materials obtained by the State or its contractor for the Project that have been purchased by the Utility less an allowable handling fee and take possession of these materials in the event the Project is cancelled or the Agreement is terminated without any fault of the Utility.

- (h) Termination of this Agreement shall not relieve the Utility or its contractor of its responsibilities for the completed work, nor shall it relieve the contractor, its surety or the Utility of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Utility.

4.09 Official Notice

Any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

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

- (i) When the State is to receive such notice -

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

- (ii) When the Utility is to receive such notice:

- b. Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party(ies) to receive such notice; and
- c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

4.10 Agent for Service of Process

The Utility agrees that the Secretary of the State of the State of Connecticut, (including any successor thereto) is hereby appointed by the Utility as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement, including any supplements thereto and all renewals thereof, if any, and seven (7) years thereafter, except as otherwise provided by statute.

4.11 Sovereign Immunity

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
Commissioner of the
Department of Transportation

Sign: _____
Print: _____

BY: _____ (Seal)
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering and Construction

Sign: _____
Print: _____

Date: _____

Sign: _____
Print: _____

BY: _____
Sign Name: _____ (Seal)
Print Name: _____
Print Title: _____

Sign: _____
Print: _____

Date: _____



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** American Rescue Plan Act (ARPA) Work Group Update
2. **Date of Board Meeting:** August 9, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Amy Meriwether, Finance Director *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
No formal action is needed. The workgroup is providing an update to the full Board of Selectmen to gather feedback and consensus on their work to date.
5. **Summary of Submission:**
Simsbury is anticipated to receive \$7,515,665 in funding through the Coronavirus State and Local Fiscal Recovery Funds program to address the economic fallout related to the pandemic. At your June 14th meeting, the Board of Selectmen formed the American Rescue Plan Act (ARPA) Work Group to determine the process and potential uses of the funds. The members of the work group are Deputy First Selectman Sean Askham and Selectwoman Wendy Mackstutis, with staff assistance from the Finance Director and Town Manager's Office.

The group has met on July 20th, July 29th, and August 5th. At the initial meetings of the work group, members identified the need to create a framework for spending the funds, as well as a process for allocating the funds, and that this should be codified by the full Board of Selectmen.

Mr. Askham and Ms. Mackstutis will provide an overview of their work to date, and will seek feedback on the conceptual framework.
6. **Financial Impact:**
Fifty-percent (\$3,757,832) of the anticipated ARPA funds has been received by the Town; the remaining 50% is expected to be received in June 2022. Funds must be incurred by December 31, 2024 and expended by December 31, 2026.
7. **Description of Documents Included with Submission:**
a) *Presentation Slides – FORTHCOMING*

AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

August 9, 2021

Program Overview

- Simsbury is anticipated to receive \$7,515,665 in funding through the Coronavirus State and Local Fiscal Recovery Funds program to address the economic fallout related to the pandemic.

\$3,757,832 received by the Town (50%)	June 2021
Remaining 50% expected to be received	June 2022
Funds must be incurred by this date	December 31, 2024
Funds must be expended by this date	December 31, 2026

- The ARP Special Revenue Fund has been setup to track all grant-related revenue and expenditures
 - Investment interest will be allocated to the fund
 - Appropriations approved by Board of Selectmen
 - Annual reporting requirements in the fall
 - Expenditures must be tracked and meet guidance from U.S. Treasury

Usage Eligibility

- Guidance on eligible uses of the ARPA funds comes from the U.S. Department of Treasury.
- Following the interim guidance until final guidance is issued (anticipated fall 2021)

Eligible categories:

(YES)

Respond to the COVID-19 public health emergency or its negative economic impact

Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work

Provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency

Make necessary investments in water, sewer, or broadband infrastructure

Usage Eligibility (continued)

Ineligible uses include:

(NO)

- Contributions to Rainy Day Funds, Reserves or Similar Funds
- Deposits into Pension Funds
- Offset a Reduction in Net Tax Revenue
- Non-Federal Match for Other Federal Programs
- Eligible Uses for Which Simsbury Does NOT Qualify
 - Building Stronger Communities Through Investments in Housing and Neighborhoods (we are not identified as a “qualified census tract”)
 - Revenue Loss (we do not meet the minimum thresholds)

(MAYBE)

For potential uses not specifically outlined in the ARPA guidance, the following criteria must be met:

- First, identify a need or negative impact of the COVID public health emergency, and;
- Second, identify how the program, service or other intervention addresses the identified need or impact.

Use of Funds for Existing Capital Items

- Under “Infrastructure” priority area
- We looked at current CIP/CNR (and items removed during budget process), and Town and School facilities master plans to identify eligible projects
- Using ARPA funds to pay for ‘sure bets’ creates opportunity to:
 - a) free up capacity for other items that may not meet ARPA eligibility
 - b) increase cash capacity for CNR needs

Source	Item	Year	Cost
CNR	Highway Garage Air Ventilation	FY25/26	\$94,000
CNR	HVAC replacement at WPCA	FY22/23-FY26/27	\$50,000/year
School Facilities Master Plan	Heating plant, terminal units, air handling system, control systems, and AC at 7 schools	Depends on school - 1-3yrs, 3-5yrs, 10+yrs	Various in size from small \$7K to large \$1.9M
Town Facilities Master Plan	Various HVAC units, AC, air handling systems, and control systems at Eno Hall, Library, Town Hall, Public Works, Simsbury Farms, WPCA, and residential rental units	Various years FY22/23, FY 23/24, FY 24/25	Large projects from \$2.4-\$5.6M Moderate-Large \$86K-\$651K Some relatively small \$5-16K

Categories of Interest/Potential Focus

- Broadband Improvement Study
(Broadband Infrastructure)
- Eligible Non-Profit (501(c)(3)) Agencies
Application process for grant funding
Based on specific threshold and criteria
- Business/Economic Recovery
Application process for grant funding
Revolving loan program
- Simsbury focused items
Tariffville priority
Items from the ARPA proposed project list
- Support areas not receiving COVID/recovery funds from other sources
Farmington Valley Health District

The work group identified the following **priority areas** from the ARPA expenditure categories:

1. Public Health
2. Negative Economic Impacts
3. ~~Services to Disproportionately Impacted Communities~~
4. ~~Premium Pay~~
5. Infrastructure
6. ~~Revenue Replacement~~
7. Administrative

Stakeholder Feedback

Potential advisors:

- Board of Selectmen
- Board of Finance
- Board of Education
- Planning/Zoning
- Open Space/Environmental
- Aging & Disability
- Main Street Partnership
- Chamber of Commerce
- Tariffville Village Association
- Small business owner
- Addiction/mental health services
- Faith-based organizations
- Private educational institutions
- Town Leadership Team

Public engagement:

- Simsbury Center, Weatogue, West Simsbury, Tariffville

Timeline/Next Steps

Workgroup does not feel the need to 'hurry up' and use the money
– we have until 2024 to allocate it or lose it

- Present to Board of Finance (September meeting)
- Define next steps, process, framework using direction from BOS and BOF
- Name and engage stakeholders and the public
- For existing capital items using ARPA funding, line up to FY 22/23 Budget session
- Consult with peer towns, professional associations, state and federal resources as needed
- Create a potential ranking system to use for ideas that meet criteria
- Create eligibility criteria for grant and revolving loan programs for 501(c)(3) agencies and local businesses; reporting mechanism for grantees
- Monitor status of federal infrastructure bill and potential impacts

Appendix A

Resources

- Additional information and resources on the ARPA funds can be accessed through:
 - [U.S. Department of Treasury](#)
 - [National League of Cities](#)
 - [Connecticut Conference of Municipalities](#)
 - [CCM Advisory Committee Municipal Toolkit](#)

Appendix B

ARPA proposed project list

Possible Uses of Federal Stimulus Funds through 2026	Permitted Use?	Comments/Questions
Public Health		
1) FVHD needs combatting the pandemic (district-wide approach recommended)	Yes	Specifically relates to the pandemic
2) VNA (Visiting Nurses Assoc) needs combatting the pandemic	Yes	Specifically relates to the pandemic
3) Invest in capital equipment for the Ambulance Association such as ambulances	Yes	As long as the investment in capital is to meet pandemic operational needs
4) FVHD needs for implementation of their strategic plan (district-wide approach recommended)	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
5) FVHD needs for other public health issues (district-wide approach recommended)	No	Has to be COVID related
6) Offset revenue losses for Ambulance Association during the pandemic (lower number of transports, fewer donations)	No	Revenue loss only pertains to State, local or Tribal government and funding can only be used for government services
7) Offset revenue losses for Ambulance Association for transports that are uninsured, and the difference between Medicare/Medicaid reimbursement amounts and private insurance reimbursement amounts	No	Revenue loss only pertains to State, local or Tribal government and funding can only be used for government services

Assist vulnerable populations of residents

1) Fund monthly grocery store gift cards for households participating in our food program	Yes	Funding will cover food insecurities, rent etc but I would like to stay away from gift cards. Since we don't know what is being purchased with the gift cards, we could get some push back on reimbursement. Ran into this with FEMA. Since they are both federal programs, likely to have the same issue
2) Fund new outside agency grant requests that were not funded during budget: 1) A Promise to Jordan (substance abuse/mental health) and 2) Gifts of Love (food insecurity, other related needs)	Yes	If they can show the need we can provide them a grant
3) Temporary program (5-year) or on-going trust to fund recreational/sports and campership opportunities for low and moderate income children (residents)	Maybe	Contributions to reserves or similar funds are not allowed; Cannot find specific guidance on sports/campership opportunities for low or moderate income children, however, if we can show what need or negative impact of COVID will this address and how would this address that need then could possible justify use of funds
4) Establish a trust for our food program	No	Contributions to reserves or similar funds are not allowed
5) Seed money to design and/or build our community center	No	This was already in our plan not addressing a negative COVID impact
6) Assist residents with rent/mortgage/utility payments	Yes	Specifically within guidance
7) Open Tariffville Elementary library for limited summer hours to help kids catch up with literacy efforts	Yes	Addresses educational disparities
8) Additional (temporary) Youth Services Social Worker (MSW level and/or clinical) to assist in increase of children needing mental health support services as a result of the pandemic	Yes	Specifically within guidance

Housing

1) Create and administer (or contract out) a first time homebuyer program	Yes	As it relates to the following: Able to provide housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity
2) Create and administer (or contract out) a down payment assistance program for home purchases	Yes	As it relates to the following: Able to provide housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity
3) Fund capital improvements to the Housing Authority properties which serves disabled and elderly adults	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
4) Hire a consultant to assist in the development of a more robust Affordable Housing Plan	No	Activity only presumed eligible for families living in QCTs (Qualified Census Tract). Simsbury is not identified as a QCT and therefore, does not qualify
5) Hire a consultant to develop a housing needs assessment study	No	Activity only presumed eligible for families living in QCTs (Qualified Census Tract). Simsbury is not identified as a QCT and therefore, does not qualify
6) Create and maintain (or contract out) a housing rehabilitation revolving loan program	No	Activity only presumed eligible for families living in QCTs (Qualified Census Tract). Simsbury is not identified as a QCT and therefore, does not qualify

Possible Uses of Federal Stimulus Funds through 2026		Permitted Use?	Comments/Questions
Economic Development/Business Recovery			
1)	Establish a façade improvement revolving loan program for local businesses	Yes	They will just need to show that this money is needed because of COVID
2)	Establish a website for property owners to upload vacant office space, with an emphasis on <u>co-working space</u> o 3-year pilot, with option to extend for an additional 2-year period o Initial cost \$3,500, partnership with the Chamber, annual maintenance fee of \$2,500 moving forward – EDC initiative from work plan	Yes	Assuming this is because people moved out of spaces because of COVID
3)	Streetscape and/or public parking/ and/or sidewalks and/or other infrastructure improvements in or near Main Street/downtown Tariffville to boost economic development in that neighborhood	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
4)	Temporary downtown business district (Simsbury, Tariffville) beautification projects o 3-year program o Seasonal flowers and holiday lighting; utilize local nurseries and landscaping firms to maintain	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
5)	Expedite capital improvement projects for Simsbury Meadows site	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need? We can support tourism but funding is meant more to assist with reopenings, keeping safe etc
6)	Design, purchase and install wayfinding signage for downtown business districts (Simsbury, Tariffville) and/or the bike trails (unfunded past EDC work plan item, also identified in parking study and parks and open space master plan)	Maybe	Wayfinding signage could improve visibility and accessibility to restaurants, the PAC, and other businesses for trail users and downtown visitors
7)	Renovate Iron Horse Boulevard medians with landscaping and native plants	No	Does not address a need or negative impact of COVID
8)	Purchase and renovate DOT commuter lots for downtown business district parking	No	Does not address a need or negative impact of COVID
9)	Establish a fund to offset costs for sewer extensions to businesses and residents	No	Establishment of reserves of not permissible
11)	Reimbursement/grant program for businesses who made improvements to survive during COVID (i.e. outdoor dining)	Maybe	Can provide a grant to those to mitigate financial hardship - could not reimburse for specific expenditures but if they can show financial hardship we can issue a grant which they can use to reimburse themselves
12)	Co-working space lease (Fiddler's Green)	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
13)	Doing Business in Simsbury Guide	No	Aid to Impacted Industries - Will only allow for assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel and hospitality services
14)	Development/Permitting Guide	No	Aid to Impacted Industries - Will only allow for assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel and hospitality services
15)	Tourism map - to be updated annually	No	Aid to Impacted Industries - Will only allow for assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel and hospitality services
16)	Software upgrades - reimbursement and/or grants for restaurants that had to procure online ordering software during COVID	Maybe	Can provide a grant to those to mitigate financial hardship - could not reimburse for specific expenditures but if they can show financial hardship we can issue a grant which they can use to reimburse themselves
17)	Delivery service for restaurants	Maybe	Can provide a grant to those to mitigate financial hardship - could not reimburse for specific expenditures but if they can show financial hardship we can issue a grant which they can use to reimburse themselves
18)	Marketing/branding (phases 2 and 3)	No	Aid to Impacted Industries - Will only allow for assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel and hospitality services
Offset Revenue Losses			
1)	Offset revenue losses for the parks and rec fund for pools, camp and the ice rink due to the pandemic. o Then build up fund balance in the fund so we can split golf and recreation into two separate revenue funds	No	Simsbury does not qualify for revenue loss based on guidance calculations provided
2)	Offset our revenue loss from investment income due to the pandemic o Then assign the money to capital reserve for CNR purchases	No	Simsbury does not qualify for revenue loss based on guidance calculations provided

Possible Uses of Federal Stimulus Funds through 2026

Permitted
Use?

Comments/Questions

Pay for Essential Workers

1)	Provide bonuses to our workforce (essential workers).	Yes	Cannot be used to reduce or substitute workers normal wages, so cannot use to offset wage increases
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Other/Unsure

1)	Hire a town DEI (diversity, equity, inclusion) position, to be shared with another town in the region	Yes	As long as this position focuses on disparities identified by or resulting from the pandemic
2)	Use funds to pay for school's Director of Equity	Yes	As long as this position focuses on education disparities, learning loss mitigation etc that may have been identified during the pandemic
3)	Upgrade town and school buildings HVAC and ventilation systems	Yes	Eligible
4)	Invest in our parks infrastructure	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
5)	Fit out a space and retrofit for a Teen Center	Maybe	Will there be an educational purpose? Need more information, what need or negative impact of COVID will this address and how would this address that need?
6)	Use funds to pay for DEI training for staff	Maybe	If the training is going to assist with a need identified by the pandemic
7)	Use funds to pay for SPIRIT Council's data collection project	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?
8)	Purchase and maintenance of Owl Labs technology to conduct hybrid meetings	No	Does not address a need or negative impact of COVID
9)	Wifi hotspots (10) to be available on loan at Library - annual costs is \$3,600/yr.	Maybe	Need more information, what need or negative impact of COVID will this address and how would this address that need?



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Re-Appointments and Appointment to Simsbury Meadows Performing Arts Center Board

2. **Date of Board Meeting:** August 9, 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 the recommendation from the Simsbury Meadows Performing Arts Center Board of Directors regarding the reappointment of Board members whose terms expired, the following motion is in order:

Move, effective August 9, 2021, to retroactively re-appoint Linda Schofield and Catherine Bernard to the Simsbury Meadows Performing Arts Center Board of Directors with terms starting January 31, 2021 and expiring January 31, 2024.

If the Board of Selectmen supports the recommendation from the Simsbury Meadows Performing Arts Center Board of Directors regarding the appointments of Ping Hsieh and Kris Barnett as Board members, the following motion is in order:

Move, effective August 9, 2021, to appoint Ping Hsieh to the Simsbury Meadows Performing Arts Center Board of Directors with a term expiring January 31, 2023. Further move to appoint Kris Barnett to the Simsbury Meadows Performing Arts Center Board of Directors with a term expiring January 31, 2022.

5. **Summary of Submission:**

SMPAC bylaws provide that the Town appoint a majority of the members of the Simsbury Meadows Performing Arts Center Board of Directors. Additional requirements regarding governance are covered by Section 6 of the Facility Operations Agreement between the Town and SMPAC. Recognizing that finding qualified directors is a difficult task, the SMPAC Board through its Governance Committee, searches out potential directors whose contributions, financially and otherwise, will make them valuable members of the Board.

Recently SMPAC increased the amount of directors on its board from 20 to 22. SMPAC would like to have Linda Schofield and Catherine Bernard reappointed for new 3 year terms. They would also like to have Ping Hsieh appointed to fill a vacancy. Ping Hsieh would serve the remainder of that term which is set to expire in 2023. Similarly SMPAC would like Kris Barnett to be appointed to fill a vacancy and serve for the remainder of that term which is set to expire in January 2022.

SMPAC recently changed their annual meeting date from April to January, we have adjusted the terms to reflect that date change.

Joe Campolieta was previously appointed by the Board of Selectmen and continues to serve on the Board. His term will expire January 31, 2022. With 22 total Board of Director members the Town is responsible for making 12 Board member appointments. The proposed appointments and reappointments along with Joe Campolieta reflects the Town's portion of Board appointments.

6. Financial Impact:

None

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:** Appointment of Timothy Walczak to the Culture, Parks and Recreation Commission
2. **Date of Board Meeting:** August 9, 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 for appointment, the following motion is in order:

Move, effective August 9, 2021, to appoint Timothy Walczak as a regular member of the Culture, Parks & Recreation Commission with a term expiring January 1, 2022.

5. **Summary of Submission:**
The Town Clerk has received a recommendation from the Republican Town Committee to appoint Timothy Walczak (R) as a regular member of the Culture, Parks & Recreation Commission. Mr. Walczak would fill the vacancy created by the resignation of Gerry Wetjen, whose term was set to expire January 1, 2022. Mr. Walczak is currently a member of the Open Space Committee and participates in the Open Space policies work group. Mr. Walczak is a teacher at Henry James Memorial School. He and his wife Stacy have two young children.
6. **Financial Impact:**
None
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:** Appointment of Jason Berman to the Conservation Commission/Inland Wetlands & Watercourses Agency
2. **Date of Board Meeting:** August 9, 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 following recommendation for appointment, the following motion is in order:

Move, effective August 9, 2021, to appoint Jason Berman (R) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency with a term ending January 1, 2024.
5. **Summary of Submission:**
The Town Clerk has received the recommendation of Jason Berman (R) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency from the Republican Town Committee. Mr. Berman will be filling the remainder of the term that is set to expire on January 1, 2024. Mr. Berman will be filling a vacant term left by a previous member not being reappointed at the end of their term.
6. **Financial Impact:**
None
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:** Resignation of Andrew Walter from the Public Building Committee

2. **Date of Board Meeting:** August 9, 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:**
The following motion is in order:

Move, effective August 9, 2021, to accept the resignation of Andrew Walter as a regular member of the Public Building Committee retroactive to June 25, 2021.

5. **Summary of Submission:**
The Town Clerk has received the resignation of Andrew Walter (D) as a regular member of the Public Building Committee. Mr. Walter's term was set to expire January 1, 2022.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Andrew Walter's Resignation Letter, dated June 25, 2021

Hi Dick

I have enjoyed serving, but my newer job and 2nd child (1 year old) have made meeting -- in-person or zoom -- nearly impossible.

Please see the attached, and thank you.

Regards,

Andrew

CALL TO ORDER

The Regular meeting of the Board of Selectmen was called to order at 6:00 p.m.in the Program Room of the Simsbury Public Library. Present were: Deputy First Selectman Sean Askham; Board members Jackie Battos, Wendy Mackstutis, and Mike Paine. Absent were: First Selectman Eric Wellman and Board member Chris Peterson. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Finance Director/Treasurer Amy Meriwether; Social Service Director Kristen Formanek; Attorney Robert DeCrescenzo and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARING

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

- Email townmanager@simsbury-ct.gov by 12:00 P.M. on Monday, July 12, 2021 to register to address the Board of Selectmen live through ZOOM; or
- Citizens can participate live in-person
- Written comments can be emailed to townmanager@simsbury-ct.gov by 12:00 P.M. on Monday, July 12, 2021

Mr. Askham noted that this Public Hearing was called to amend the Code of Ordinances to change the First Selectman references to Town Manager where appropriate.

After no comments, Ms. Battos made a motion to adjourn the Public Hearing at 6:02 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by 12:00 P.M. on Monday, July 12, 2021to 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

Joan Coe, 26 Whitcomb Drive, spoke about concerns, morale, complaints and investigations at the Police Department; the Town Manager, open space at Meadowood and other issues.

FIRST SELECTMEN’S REPORT

Mr. Askham, Deputy First Selectman, provided an oral report in the First Selectman’s absence.

TOWN MANAGER’S REPORT

Ms. Capriola, Town Manager, reviewed her Town Manager’s report.

Ms. Mackstutis said she watched the open space meeting where it was noted that a barn was taken down on the Meadowood property. She wanted more information on this issue.

Ms. Capriola said this barn had been endanger of collapsing and the property owner had taken out a permit to demolish the barn. There are other barns on that property that need to come down and the Town did receive additional funding for this project. She said the wood from that barn will be used to refurbish at some of the other barns on the property.

SELECTMEN ACTION

a) Dial-a-Ride Vehicle Grant

Mr. Askham said ConnDot will give the Town an 80% match on the van and 20% will come from Dial-A-Ride. The funds were already approved and in the budget.

Ms. Battos made a motion, effective July 12, 2021, to approve the submission of the ConnDot 2021 Traditional Section 5310 Capital grant application. Should the grant be awarded, further move to accept the ConnDot 5310 grant award and authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

b) Proposed Public Gathering Permit – Simsbury Parks and Recreation – Republican Caucus at the Flower Bridge

Mr. Askham aid the Republican Party would like to hold their Caucus at the Flower Bridge on July 24th at 10 a.m. outdoors.

Ms. Battos made a motion, effective July 12, 2021, to approve the public gathering application on behalf of the Simsbury Parks and Recreation and to authorize the issuance of the public gathering permit for the Simsbury Republican Caucus at the Flower Bridge. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Revisions to Construction Inspector Job Description

Mr. Paine made a motion, to table this item until further information is received. Ms. Battos seconded the motion. All were in favor and the motion passed.

d) Simsbury Public Schools Lighting Upgrade Loan Agreements

Ms. Capriola said this loan agreement is similar to the agreements to upgrade the lighting in Town buildings to energy efficient lights.

Ms. Mackstutis made a motion, effective July 12, 2021, to authorize Finance Director Amy Meriwether to execute the agreements with Eversource for each of the three lighting upgrade projects as presented. Ms. Battos seconded the motion. All were in favor and the motion passed.

e) Proposed Memorandum of Understanding with Simsbury Volunteer Ambulance Association for Reimbursement of Radio System Equipment

Ms. Appleby said the radio project is near completion. This agreement is for the costs associated with the equipment for the Simsbury Volunteer Ambulance Association. The agreement calls for the reimbursement to occur over a ten-year period, which is the expected life for the equipment.

Ms. Mackstutis made a motion, effective July 12, 2021, to approve the Memorandum of Understanding with the Simsbury Volunteer Ambulance Association regarding the reimbursement of costs associated with the public safety radio system equipment, and to authorize Town Manager, Maria E. Capriola to execute the agreement. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) FY 21/22 Non-Union Compensation

Mr. Askham said at the Personnel Sub-Committee meeting they felt this increase was appropriate to bring forth.

Ms. Capriola said this increase was comparable with other internal groups as well as statewide data.

Mr. Paine made a motion, effective July 12, 2021, to approve a 2.35% general wage increase for unaffiliated staff in a non-probationary status, retroactive to July 1, 2021 pending a satisfactory annual performance evaluation, and that the salary ranges for those classifications be adjusted accordingly. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

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

Mr. Askham said this is a housekeeping issue due to the change in form of government. Professional management is what is needed for the Town. The Public Hearing was held early in this meeting.

Ms. Battos made a motion, effective July 12, 2021, to adopt the proposed omnibus amendment to the Code of Ordinances 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. Mr. Paine seconded the motion. All were in favor and the motion passed.

Ms. Battos made a motion, effective July 12, 2021, to approve the proposed changes to the Personnel Rules and Regulations as presented. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

h) Proposed Town Manager Goals July 1, 2021 – June 30, 2022

Mr. Askham said this is a guide for the Town Manager. The Board of Selectmen and Town Manager work together to get Town work done.

Ms. Capriola said she likes to look forward to prepare for projects and this helps her departments prioritize their projects.

After some discussion, Ms. Mackstutis made a motion, effective July 12, 2021, to adopt the Town Manager's Goals for July 1, 2021 – June 30, 2022 as presented. Ms. Battos seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of June 28, 2021

There were no changes to the Minutes of June 28, 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** – there was no report at this time.
- e) **Board of Education** – Ms. Mackstutis said the Board of Education hired a Diversity and Access Director effective August 9.

Mr. Askham said there has been a lot of discussion on public forums on critical race theory and what is being taught in schools. The Board of Education and SPIRIT Council will be discussing how curriculum is set.

Ms. Mackstutis said the Aging and Disability annual picnic will be held at the Rink from 6-8 on Saturday.

Mr. Askham said the Public Safety Sub-Committee will talk about the ambulance and their level of service to make sure they provide the best service for the Town.

COMMUNICATIONS

- a) **Memo from M. Appleby – Re: Update on Remote Meetings, dated July 7, 2021** – there was no discussion at this time.
- b) **Memo from State Office of Policy and Management, Re: SB 1201 – AN ACT CONCERNING RESPONSIBLE AND EQUITABLE REGULATIONS OF ADULT-USE CANNABIS, MUNICIPAL AUTHORITY – IPACT OVERVIEW, dated July 1, 2021** – there was no discussion at this time.

Ms. Mackstutis noted that everyone should read www.canabus-ct.gov to get better informed on the new laws and the authority that the Town will have. Ms. Capriola noted that Attorney DeCrescenzo is also working on providing guidance, and has recommended handling this matter through an ordinance.

EXECUTIVE SESSION

- a) **Pursuant to General Statutes Section 1-200(6)(E): Document exempt from disclosure under the attorney-client privilege, Re: Release of Restrictive Covenant – Powder Forest Homes**

Ms. Battos made a motion to adjourn to Executive Session pursuant to General Statutes Section 1-200(6)(E): Document exempt from disclosure under the attorney-client privilege, Re: Release of Restrictive Covenant – Powder Forest Homes at 6:50 p.m. and to include Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby and Attorney Robert DeCrescenzo. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Ms. Mackstutis made a motion to adjourn from executive session at 7:14 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to amend the agenda to add Release of Restrictive Covenant – Powder Forest Homes to the agenda. Ms. Battos seconded the motion. All were in favor and the motion passed.

Mr. Askham reviewed the action taken by a prior Board of Selectmen in 2012 to remove the affordability restrictions on the homes in Powder Forest in consideration of a payment made to the Town. He noted that the Zoning Commission has approved the release of the restrictions.

Ms. Battos made a motion to set the consideration in exchange for execution of the previously approved releases not to exceed \$100 and further move to authorize the Town Manager to accept that fee not to exceed \$100 in exchange for execution of the previously approved releases. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

ADJOURN

Ms. Mackstutis made a motion to adjourn the meeting at 7:17 p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 5:35 p.m. in the Program Room of the Simsbury Public Library. Present were: Deputy First Selectman Sean Askham; Board members Mike Paine, Jackie Battos and Wendy Mackstutis. Mr. Wellman and Mr. Peterson were absent. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Attorney Robert DeCrescenzo, Director of Planning and Community Development Mike Glidden; and Town Engineer Jeff Shea.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARING

- a) **Release of Existing Conservation Easements for Meadowood Subdivision and Acceptance of New Conservation Easements for Meadowood**
- Email townmanager@simsbury-ct.gov by 12:00 P.M. on Thursday, July 15, 2021 to register to address the Board of Selectmen live through Zoom; or
 - Citizens can participate live in-person
 - Written comments can be emailed to townmanager@ct.gov by 12:00 P.M. on Thursday, July 15, 2021

Mr. Askham provided an overview of the purpose of the public hearing. Mr. Glidden said the public hearing is being held to release the existing conversation easements for the Meadowood subdivision and to accept the new conservation easements.

There were no public comments.

Ms. Battos made a motion to adjourn the Public Hearing at 5:38 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

- a) **Release of Existing Conservation Easements for Meadowood Subdivision and Acceptance of New Conservation Easements for Meadowood**

Attorney DeCrescenzo said if the Board approves the release of the existing conservation easements for Meadowood Subdivision and then accepts the new conservation easements, there will be no point in time when the Town is not covered by land easements. This will leave flexibility as the Town evolves.

Ms. Mackstutis made a motion, effective July 15, 2021, to release existing conservation easements for the Meadowood Subdivision as recorded in Volume 847 and pages 1079 to 1100 and to accept the revised conservation easements associated with the Town's acquisition of the Meadowood Property as depicted on the Meadowood Resubdivision Plan as approved by the Planning Commission at their July 13, 2021 meeting. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Approval of Purchase and Sale Agreement with Trust for Public Land for the Meadowood Property and Authorization for the Town Manager to Enter into Other Related Meadowood Acquisition Transaction Documents

Attorney DeCrescenzo said the Agreement version was reviewed by the Trust for Public Land and his office on behalf of the Town. It is close to final with possible language changes only. The Town contribution is contingent on other sources of funding coming through. The Town has the right not to go forward with the transaction until it is assured to its sole satisfaction that the other money is in place. Trust for Public Land has the same right.

After some discussion, Ms. Mackstutis made a motion, effective July 15, 2021, to authorize the Town Manager to execute a Meadowood purchase and sale agreement as approved to form by the Town Attorney. Further move to approve the attached resolution as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Construction Inspector Job Description Update

Mr. Askham noted that this is an item that was tabled at the Regular Board of Selectmen meeting from July 12, 2021. This position was reviewed and endorsed by the Personnel Sub-Committee. If there are any substantive issues raised by the Union they will go back to the Personnel Sub-Committee.

Ms. Battos made a motion, effective July 15, 2021, to approve the revised job title and job description for the Construction Inspector position as presented. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Paine made a motion to adjourn the Special Meeting at 5:58 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 8:32 a.m. and was held via Zoom. Present were: First Selectman Eric Wellman; Board members Mike Paine, Jackie Battos, Wendy Mackstutis and Chris Peterson. Mr. Askham was absent. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Management Specialist Tom Fitzgerald; and Missy DiNunno of the Simsbury Performing Arts Center

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

SELECTMEN ACTION

a) Proposed Public Gathering Permit – Simsbury Performing Arts Center – 2021 Music Series

Ms. DiNunno stated this permit is for a new music series being held on Wednesdays at the Simsbury Performing Arts Center. The acts would be local artists from a variety of different music genres.

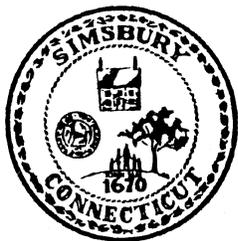
Ms. Mackstutis made a motion, effective July 28, 2021, to approve the public gathering application on behalf of the Simsbury Performing Arts Center and to authorize the issuance of the public gathering permit for a 2021 Music Series. Ms. Battos seconded the motion. All were in favor and the motion passed.

ADJOURN

Ms. Mackstutis made a motion to adjourn the Special Meeting at 8:35 a.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Tom Fitzgerald
Management Specialist



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; Tom Roy, Director of Public Works; Patrick Tourville, Fire Marshal
Date: July 27, 2021
Subject: Administrative Approvals of Public Gathering Permit

This memo is to inform the Board of Selectmen of the public gathering permit that I have approved for the Latimer Lane PTO 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
Latimer Lane 5K and fun run	October 3, 2021 7am-3pm	PTO fundraiser race

**** 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 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 Hazel, Assistant Town Planner; 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 Marshal
Date: August 2, 2021
Subject: Administrative Approvals of Public Gathering Permits

This memo is to inform the Board of Selectmen of the public gathering permit(s) that I have approved for the 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 application(s) to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permit(s) have been approved by me:

Name of Event	Date	Type
The Dig Volleyball event	August 5 - August 9, 2021 11am - 3pm	Tournament
Trinity Church Fall Fest	September 19, 2021 7am-7pm	Event with music
Trinity Church Pumpkin Patch	September 25, 2021 - November 6, 2021	Fundraising event

**** 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.