



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

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SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – August 8, 2016 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Authorize the First Selectman to execute a Side Letter of Agreement to participate in the CRCOG ezIQC Procurement Program
- c) Authorize the First Selectman to execute a Letter of Intent (subject to review by Town Counsel) with Ameresco Inc. for Community Shared Solar Project at the Landfill Site
- d) Accept the gift of and approve placement of Solar Panels on the Community Farm of Simsbury property
- e) Authorize the Town of Simsbury to participate in the Small Business Energy Advantage Program
- f) Tariffville Water Storage Tank Easements:
 - 1) Approve an easement entitled "Water Storage Tank Easement" for location of the new water tank on Laurel Hill; and
 - 2) Approve an easement entitled "Access and Water Main Easement" for access to the tank and for location of the water main
- g) Approve Public Gathering Permit Applications for 2016 Events
- h) Authorize the First Selectman to execute a CASAC Grant Application in the amount of \$5,323 to support Local Prevention Activities

Telephone (860) 658-3230
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LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
An Equal Opportunity Employer

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

- i) Discussion and possible action on draft [Final Report of the Charter Revision Commission](#)

OTHER BUSINESS

APPOINTMENTS AND RESIGNATIONS

- a) Appoint Pastor Chris Dion as the Clergy Representative to the Juvenile Review Board
- b) Appoint Valerie Lee, Jeffrey Lewtan, Kevin Boysen and Helena Vanderbeck as student members to the Youth Services Advisory Board
- c) Appoint two Unaffiliated Members to the Board of Ethics

REVIEW OF MINUTES

- a) Regular Meeting of July 11, 2016

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel:

- a. Approval of UConn MPA Internship & Professional Practicum (IPP) Job Profile
- b. Approval of Modification of Position Descriptions:
- Deputy Director of Administrative Services
 - Employee Benefits Coordinator
 - Executive Secretary to the First Selectman/Selectwoman

2. Finance

3. Welfare

4. Public Safety

5. Board of Education

Most of the documents reviewed by the Board of Selectmen at this meeting can be located at:
<http://www.simsbury-ct.gov/board-of-selectmen>



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933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** August 2, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

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

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

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

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

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

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

Approve tax refunds per attached printout in the amount of **\$ 65,181.01**

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2013					
					\$0.00
					\$0.00
Total 2013		\$0.00	\$0.00	\$0.00	\$0.00
List 2014					
CAB East LLC	14-03-52337	\$347.63	\$11.15		\$358.78
CAB East LLC	14-03-52338	\$347.63	\$11.15		\$358.78
Chafetz Elana S	14-03-52845	\$33.78	\$1.08		\$34.86
Fish Richard J/ The Meadows	14-03-55782	\$51.53	\$1.65		\$53.18
Helmkamp John G	14-03-57733	\$93.54	\$3.00		\$96.54
Hoffsis Stephen C	14-03-57997	\$44.13	\$1.42		\$45.55
Sanborn John B	14-03-58906	\$58.99	\$1.89		\$60.88
Lyons Donald E	14-03-61074	\$13.92	\$0.45		\$14.37
McNeally Seamus P	14-03-62023	\$30.33	\$0.97		\$31.30
Mitchell Thomas M	14-03-62499	\$30.55	\$0.97		\$31.52
Shea Sara Rebecca	14-03-66786	\$285.98	\$9.16		\$295.14
Shultz David J	14-03-66913	\$15.96	\$0.51		\$16.47
Vault Trust	14-03-69063	\$726.81	\$23.30		\$750.11
Vault Trust	14-03-69066	\$127.13	\$4.08		\$131.21
Vault Trust	14-03-69082	\$53.90	\$1.73		\$55.63
Vault Trust	14-03-69083	\$612.48	\$19.63		\$632.11
Fox Tricia Ann	14-04-81068	\$17.48	\$0.56		\$18.04
					\$0.00
Total 2014		\$2,891.77	\$92.70	\$0.00	\$2,984.47
List 2015					
Wells Fargo - Aber Elizabeth	15-01-00043	\$206.32			\$206.32
Anderson Richard D	15-01-00193	\$2,444.46			\$2,444.46
Corelogic-Andrews Thomas	15-01-00207	\$4,536.86			\$4,536.86
Corelogic-Givan Alex	15-01-00396	\$267.59			\$267.59
Corelogic-Bird Lindsey	15-01-00672	\$196.97			\$196.97
Butler David H	15-01-01078	\$4,404.66			\$4,404.66
Corelogic-Gannatti Marie	15-01-02772	\$4,802.64			\$4,802.64
Corelogic-Skiba Jaime G	15-01-03102	\$165.46			\$165.46
Graziani Henry L	15-01-03119	\$5,884.34			\$5,884.34
Corelogic-Choiniere Michael	15-01-03281	\$241.40			\$241.40
Horton Max	15-01-03512	\$268.72			\$268.72
Corelogic-Juster Hollace L	15-01-03943	\$148.67			\$148.67
Corelogic-Fogarty Timothy P	15-01-04268	\$224.88			\$224.88
Corelogic-Denalsky Greg P	15-01-04859	\$646.46			\$646.46
MJL Realty Invest.	15-01-05447	\$112.90			\$112.90
Lereta - Peterson Christine	15-01-06221	\$4,998.96			\$4,998.96
Corelogic-Popeleski Kenneth	15-01-06363	\$257.16			\$257.16
Corelogic-Schreijack Eric	15-01-07257	\$3,134.74			\$3,134.74
Corelogic-Stabile Randy	15-01-07271	\$129.94			\$129.94
Corelogic-Battistoni Allyson	15-01-07450	\$5,726.84			\$5,726.84
Corelogic-Tebo Kirt G	15-01-08020	\$2,297.62			\$2,297.62

Corelogic-Yanez Melanie A	15-01-08527	\$166.41			\$166.41
Corelogic-Wong Albert R	15-01-08714	\$58.92			\$58.92
DE Jacobs Assoc	15-02-40223	\$20.00			\$20.00
Hess Landscaping	15-02-40393	\$8,027.82			\$8,027.82
Morawski Cleaning LLC	15-02-40566	\$14.58			\$14.58
New England Toy LLC	15-02-40588	\$60.59			\$60.59
Alevrides Carter	15-03-50237	\$20.00			\$20.00
Angela Parent Liv Trust	15-03-50428	\$190.55			\$190.55
Aslanzadeh Farah J	15-03-50619	\$211.64			\$211.64
Barnard Christine	15-03-50924	\$59.40	\$1.65		\$61.05
Bayer James C	15-03-51087	\$436.97			\$436.97
Bayer James C	15-03-51088	\$384.06			\$384.06
Blackinton Gregory C	15-03-51496	\$167.24			\$167.24
Blanchard Travis C	15-03-51510	\$6.00			\$6.00
Brady Stephen J	15-03-51805	\$38.95	\$1.08		\$40.03
Brown James D	15-03-52027	\$10.19	\$0.28		\$10.47
Campion Eric R	15-03-52515	\$117.06			\$117.06
Clarke Andrew J	15-03-53177	\$68.18	\$1.89		\$70.07
Clee George D Jr	15-03-53203	\$41.80	\$1.16		\$42.96
Connolly Mark V	15-03-53470	\$63.43	\$1.76		\$65.19
Cottrell Michael D	15-03-53676	\$33.30	\$0.92		\$34.22
Cruz Joao F	15-03-53839	\$56.20	\$1.56		\$57.76
Cruz Joao F	15-03-53840	\$226.01	\$6.28		\$232.29
Dahlmanns Robin S	15-03-54027	\$13.57	\$0.38		\$13.95
Dailey Moira G	15-03-54035	\$115.92	\$3.22		\$119.14
Davis William R	15-03-54221	\$105.84	\$2.94		\$108.78
Eckerson Todd L	15-03-55158	\$151.20	\$4.20		\$155.40
Eustace Todd W	15-03-55428	\$295.26			\$295.26
Eustace Todd W	15-03-55429	\$12.58			\$12.58
Gilman Ann C	15-03-56616	\$62.67			\$62.67
Glissman Irene W	15-03-56739	\$45.69			\$45.69
Gottier Harold A	15-03-56947	\$12.90			\$12.90
Griswold Harrison R	15-03-57192	\$210.85	\$5.86		\$216.71
Hamborg Brian	15-03-57425	\$91.51	\$2.54		\$94.05
Hammick Thomas W	15-03-57444	\$19.33	\$0.54		\$19.87
Hess Landscaping	15-03-57861	\$981.32			\$981.32
Hess Landscaping	15-03-57863	\$990.86			\$990.86
Hoffsis Stephen C	15-03-58016	\$70.56	\$1.96		\$72.52
Honda Lease Trust	15-03-58175	\$522.90	\$14.52		\$537.42
Honda Lease Trust	15-03-58217	\$175.03	\$4.86		\$179.89
Janik Kasia	15-03-58809	\$33.66	\$0.93		\$34.59
Knapp Richard W	15-03-59742	\$189.65	\$5.27		\$194.92
Lebo Julie I	15-03-60462	\$13.28	\$0.37		\$13.65
Lorenzo Justin T	15-03-60938	\$219.46	\$6.10		\$225.56
Lovallo Anthony F	15-03-60952	\$113.94	\$3.16		\$117.10
Marques Oscar M	15-03-61480	\$84.36			\$84.36
McLean Affiliates	15-03-62012	\$710.03			\$710.03
McLean Game Refuge	15-03-62017	\$406.63			\$406.63
McLean Home	15-03-62018	\$129.50			\$129.50
McNealy Seamus P	15-03-62064	\$157.99			\$157.99
Michaelson Jerome E	15-03-62308	\$31.68	\$0.88		\$32.56
Mirsky Stephen T	15-03-62474	\$6.44			\$6.44

Mitchell Auto Group	15-03-62508	\$142.06	\$3.95		\$146.01
Moss Laura F	15-03-62775	\$36.36	\$1.01		\$37.37
Nissan Infinity LT	15-03-63400	\$833.87			\$833.87
Nowobilski Casimir W	15-03-63547	\$80.57	\$2.24		\$82.81
OConnell Anne W	15-03-63612	\$450.00			\$450.00
Petersen Kenneth F	15-03-64405	\$67.32	\$1.87		\$69.19
Pignone Kenneth T	15-03-64552	\$37.74			\$37.74
Pohl Geoffrey A	15-03-64648	\$53.41			\$53.41
Reilly Eric B	15-03-65238	\$70.52	\$1.96		\$72.48
Reilly Eric B	15-03-65239	\$93.60	\$2.60		\$96.20
Rice George H	15-03-65322	\$8.89	\$0.25		\$9.14
Rockas Leo	15-03-65563	\$225.72	\$6.27		\$231.99
Romano Carol	15-03-65675	\$8.53	\$0.24		\$8.77
Ryerson Marydake	15-03-66016	\$77.40	\$2.15		\$79.55
Saffir Kenneth J	15-03-66055	\$150.03			\$150.03
Sanborn Jennifer L	15-03-66195	\$33.84	\$0.94		\$34.78
Scroggins James P	15-03-66559	\$232.36			\$232.36
Shanfield Robert J	15-03-66715	\$115.18			\$115.18
Silluzio Carol E	15-03-66973	\$250.12			\$250.12
Spinelli Alison	15-03-67495	\$14.83	\$0.41		\$15.24
Sun Lu	15-03-67902	\$62.67			\$62.67
Swan Kevin R	15-03-67946	\$330.78			\$330.78
The McLean Fund	15-03-68223	\$346.32			\$346.32
Thompson Paul D	15-03-68287	\$9.00			\$9.00
Toyota Lease Trust	15-03-68574	\$235.76			\$235.76
Tsagaris Artemis	15-03-68757	\$81.77			\$81.77
Vaughn, John R	15-03-69099	\$513.56			\$513.56
Wester Jennifer N	15-03-69745	\$57.17	\$1.59		\$58.76
Wigmore W M	15-03-69885	\$52.80			\$52.80
Wing Donald R	15-03-70037	\$17.75			\$17.75
Zhang Bao G	15-03-70422	\$47.81	\$1.33		\$49.14
					\$0.00
Total 2015		\$62,289.24	\$101.12	\$0.00	\$62,390.36
TOTAL 2013		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2014		\$2,891.77	\$92.70	\$0.00	\$2,984.47
TOTAL 2015		\$62,289.24	\$101.12	\$0.00	\$62,390.36
					\$65,374.83
TOTAL ALL YEARS		\$65,181.01	\$193.82	\$0.00	\$65,374.83



Town of Simsbury

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

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

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Participation in CRCOG ezIQC Program
2. **Date of submission:** August 2, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Individual or Entity making the submission:**
Thomas J. Roy, P.E. – Director of Public Works
5. **Action requested of the Board of Selectmen:**
Authorize the First Selectman to execute a Side Letter of Agreement* to participate in the CRCOG's ezIQC procurement program.

**Town Attorney will review and approve all agreements prior to execution.*

6. **Summary of Submission:**
The Capitol Region Council of Governments (CRCOG) has partnered with The Gordian Group's ezIQC program to provide CRCOG Members a range of maintenance and construction services using cooperative purchasing and a network of competitively-awarded contracts. Signing on to this program, will allow Simsbury to access a wide range of pre-bid maintenance and construction services, including electrical, mechanical, windows, roofing, sidewalks, etc. These pre-bid services will support quality services and conform to the Town's procurement policies. Using this system will reduce the administrative time and effort required to prepare bid packages for smaller building projects.

A number of CRCOG communities have been using this system for years and have reported very positive results. The vendor that is currently working in our region is Millennium Builders, Inc. and they would be our key contact in using this program.

7. **Financial Impact:** None.
8. **Description of documents included with submission:**
 - Copy of Side Letter Agreement ezIQC Program
 - Gordian ezIQC Program Overview

**SIDE LETTER AGREEMENT
EZIQC PROGRAM**

(Member Name and Address)

Re: Agreement concerning the EZIQC® program to be administered by the Capitol Region Council of Governments ("CRCOG"); and supplied by The Gordian Group.

This letter ("Letter Agreement") is intended to confirm the agreement of The Gordian Group, CRCOG and the Town/Agency of _____ (the "Member").

Member hereby acknowledges that CRCOG conducted a bidding process for a supplier of the EZIQC® program and made an award on the Member's behalf.

To that end, the parties agree that The Gordian Group, as the chosen supplier, will provide the goods and services required by the Member listed in the EZIQC® Agreement and any and all attachments thereto (the "Agreement"), during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this Letter Agreement and incorporated herein as Exhibit A.

Member hereby agrees to join the EZIQC® program and is therefore eligible to purchase goods and services at the agreed-to prices subject to and in accordance with the terms and conditions of the Agreement for the period commencing June 22, 2009 and ending the later of twenty four months after the award of the first EZIQC® contract or the expiration of any extension term of the Agreement. Member, at its sole discretion, reserves the right to determine which of its projects, if any, shall be subject to the EZIQC® process and if such projects shall result in the issuance of a Purchase Order.

The parties acknowledge that CRCOG's role under the Agreement is limited to acting as the administrator of the Agreement with The Gordian Group. Such administrative tasks include the duties to manage any renewal options or other ministerial tasks that exist under the terms of the Agreement. Acting as the administrator does not include any project or job management tasks including but not limited to: purchase order development, delivery schedules, billing arrangements, or responsibility for any payments owed to The Gordian Group under the Agreement.

If Member fails to meet its obligations under this Letter Agreement or the Agreement, the parties acknowledge that The Gordian Group shall pursue its legal and equitable remedies against the Member and shall have no legal or equitable remedies whatsoever against CRCOG.

Please acknowledge your acceptance of the terms contained in this Letter Agreement by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,


Lyle D. Wray
Executive Director, CRCOG

Accepted and agreed to:

The Gordian Group

By: PIRSL

Name: PAUL R. SCHREYER

Date: 7/13/09

Accepted and agreed to:

Member Organization: _____

Signature: _____

Printed Name: _____

Date: _____

**RAISE YOUR
CONSTRUCTION IQ
WITH eZIQC®**

eZIQC combines Gordian's core elements of our comprehensive construction cost Data, robust Software and proven Expertise to provide facility and infrastructure owners with an easy and intelligent alternative for buying on-call repair, renovation and straightforward new construction services at competitive prices. Gordian has developed Indefinite Quantity Contracts (IQC) to make its industry-leading Job Order Contracting Solutions available through cooperative purchasing. eZIQC, accessible in Connecticut through the Capitol Region Council of Governments (CRCOG), can help you avoid red tape, issue POs in days, and still satisfy your local competitive bidding requirements. Our team of expert field personnel will guide you through each step of the eZIQC process, providing oversight to ensure cost and timing efficiencies are maximized right from the start.

GET STARTED

[1]
Go to www.eZIQC.com/CRCOG

[2]
Enter your contact information and brief project description

[3]
We will contact you and walk you through the process.

A STREAMLINED PROCESS

Joint Scope Meeting: First, enter your project online at www.eZIQC.com. We will contact you to schedule a Joint Scope Meeting at the project site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate the misunderstandings and mistakes that lead to most change orders. This upfront, open communication invites suggestions for value engineering and often results in more cost-effective, collaborative solutions.

Detailed Scope of Work: We'll help you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the eZIQC contractor.

Price Proposal: Next, the contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog®. Cost is determined through this straightforward equation:

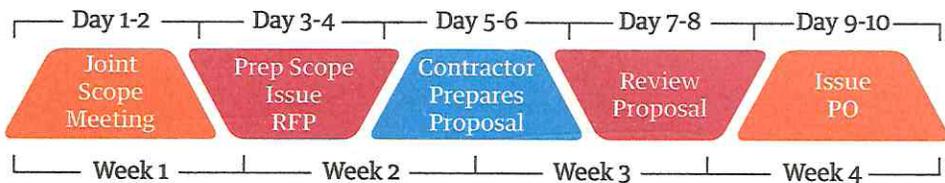
$$\text{TASK UNIT PRICE} \times \text{THE REQUIRED QUANTITIES} \times \text{THE CONTRACTOR'S COMPETITIVELY-BID ADJUSTMENT FACTOR}$$

That's it. No haggling. No extra charges. The contractor submits the Price Proposal along with a construction schedule and a list of proposed local subcontractors.

Price Proposal Review: Our seasoned field personnel will review the Price Proposal to make sure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. Only then will the Price Proposal be submitted for your final review.

Purchase Order: When you are 100% satisfied with the Price Proposal, construction schedule, and proposed subcontractors, you can ask the contractor to submit any required payment and performance bonds and certificates of insurance on your standard forms. If the bonds and insurance are acceptable, you simply issue a purchase order for the contractor to proceed. The construction is now ready to begin in a fraction of the time that you normally spend to procure a project.

5-10 Working Days: Small, Straightforward Project

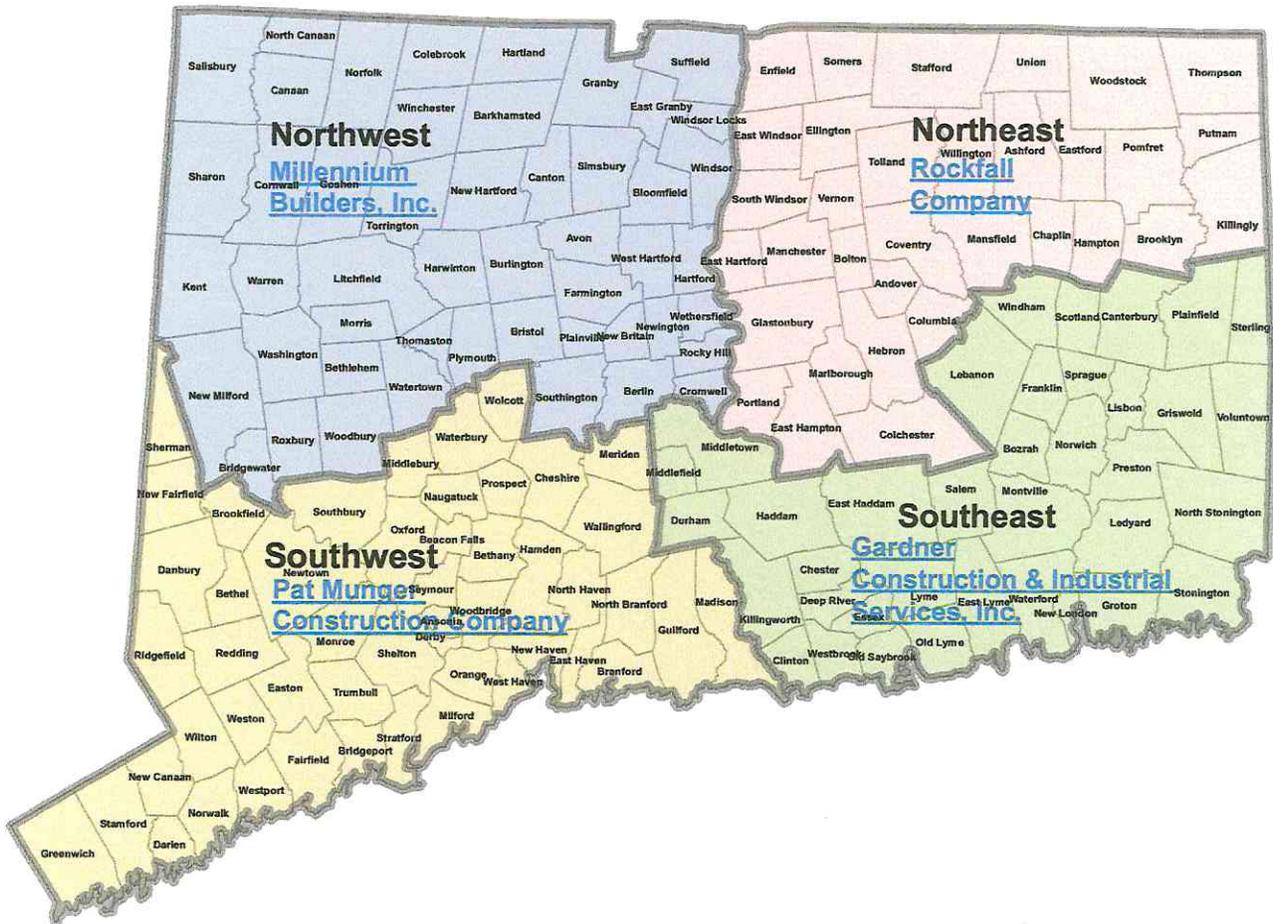


30 Days: Larger, More Complex Project

Construction: Site inspections and construction management follow your standard process. When necessary changes arise, you have the flexibility to change the scope of work with eZIQC. Extra work and changes are priced using the preset unit prices in the Construction Task Catalog for your specific area. There is no need to negotiate change orders. Contractors are motivated to provide a high quality project, as the opportunity for future work is tied to their current performance.



CAPITOL REGION COUNCIL OF GOVERNMENTS [CRCOG] CONTRACTOR SERVICE REGIONS



ORDERING CONSTRUCTION SERVICES HAS NEVER BEEN EASIER FOR CAPITOL REGION PURCHASING COUNCIL MEMBERS!

With eZIQC, you save valuable time, which frees you up for other projects. You save money, too, by taking advantage of cooperative volume discounts from contracts that have already been competitively bid. Every year, over \$1.4 billion in high-quality construction is expedited nationally using Gordian's proven time and cost saving IQC solutions.

Go to www.ezIQC.com/CRCOG and get your job started today!





Town of Simsbury

66 Town Forest Road, P.O. Box 495, Simsbury, Connecticut 06070
~ Thomas J. Roy, P.E. – Director of Public Works ~

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Community Shared Solar – Landfill Site
2. **Date of submission:** August 2, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Individual or Entity making the submission:**
Thomas J. Roy, P.E. – Director of Public Works
5. **Action requested of the Board of Selectmen:**
Authorize the First Selectman to execute a Letter of Intent* with Ameresco Inc. to submit a proposal for a Community Shared Solar Array to be located at the closed landfill site as part of the CT DEEP's pilot program.

**Town Council will review all documents prior to execution.*
6. **Summary of Submission:**
A 1 MW+/- community solar array would be constructed at the Town's closed landfill site for the benefit of residents who cannot have solar on their homes. Please see attached memo for more information on this program.
7. **Financial Impact:**
Annual electricity savings of up to \$13,000 per year if the Town is the anchor tenant for the project, using up to 40% of the power generated. Annual donation to the Community Farm of \$500 to support the Farm's mission.
8. **Description of documents included with submission:**
 - Memo dated August 2, 2016 describing program



Town of Simsbury

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

~ Department of Public Works ~

Memorandum: Community Shared Solar – Landfill Site

To: Board of Selectman
CC: Tom Cooke, Jeff Shea
From: Thomas J. Roy, Director of Public Works
Date: August 2, 2016

In January of 2016 a presentation was made to the Board of Selectmen outlining a DEEP pilot program being offered by the CT DEEP for “Community Shared Solar”. Community Shared Solar is where a commercial solar array is constructed for the benefit of residents, who can purchase shares in the solar array. These shares will allow the energy produced by the commercial solar array to offset the electricity bill for their home. This type of program is beneficial for residents that have cannot have solar on their homes, for any reason (trees, roof pitch, condo, association guidelines, etc.)

The Public Works Department, working with the Clean Energy Task Force has issued an RFQ to engage interested firms, in participating in the DEEP pilot program. Through this process, we have selected Ameresco Inc. of Framingham, Massachusetts to put forward a proposal for a 1 MW+/- community solar facility to be located at the Town’s closed landfill site. Ameresco is a national company with extensive experience with projects of this size throughout New England.

As part of the proposal process, Ameresco has agreed to provide the following:

- Priority for Simsbury Residents through a targeted marketing campaign
- Allow the Town to serve as an anchor tenant using up to 40% of the power generated by the facility
- Low to Moderate Income Allocation utilizing public housing authorities for 20% of the energy produced
- Lease payment to the Town of \$8,000 to \$10,000 per MW per year
- Annual electricity savings of up to \$13,000 per year if the Town is the anchor tenant for the project
- Annual donation to the Community Farm of \$500 per year to support the farms mission
- Improvements to the landfill access roads
- Educational programing offered to Simsbury schools k-12 curriculum and monitor/kiosk at Town Hall to allow residents to see how much clean energy is produced by this project

The next step in this process is to enter into a Letter of Intent with Ameresco who will then respond to the DEEP’s RFP process. As this is a pilot process, DEEP will be limiting the participation in the program to 4MW for all of the territory served by Eversource. As such, Ameresco will be working “At Risk” for this portion of the project in the hope that Simsbury

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will be selected for the program. This Letter of Intent allows Ameresco to pursue this project with the understanding this if selected by DEEP, Ameresco and the Town will be able to negotiate a final agreement at a later date.

As Ameresco is preparing the proposal for the DEEPs consideration and as we refine the project, staff will be working with a number of stakeholders including Town boards, the Simsbury Airport, Paine's, and the Community Farm to ensure the final product is will designed, safe, and consistent with the goals of the Town.

I look forward to discussing this exciting project with you and would be happy to answer any questions you may have.

July __, 2016

[Address]

RE: Letter of Intent for Property Lease in Simsbury, CT for Solar PV Ground-Mount Installation

Dear _____;

This letter of Intent (“**LOI**”) is intended to confirm recent discussions between Ameresco, Inc., a Delaware corporation, with principal offices at 111 Speen Street, Framingham, Massachusetts 01701 and the Town of Simsbury, CT (“**Landlord**”) regarding the terms which will form the basis of the Parties’ efforts to cooperate with respect to the development of a solar PV system located at the sites set forth on Exhibit 1 (the “**Sites**”), to generate electrical energy and associated environmental attributes, if any, as a community shared solar project for the benefit of the Town of Simsbury and its residents (the “**Project**”).

Whereas, Ameresco, Inc. is an established solar PV developer and Landlord is the owner of record of the Sites. Landlord has selected Ameresco through a Request for Qualifications procurement and wishes to lease the Sites to Ameresco, Inc. or its affiliate (“**Ameresco**”) so that Ameresco may develop the Project.

Whereas, Ameresco desires to perform due diligence with respect to the Site, to perform other evaluations to determine the viability of the Project and to bid into the CT DEEP RFP for the Shared Clean Energy Facility (“**SCEF**”) Pilot.

Now, Therefore, Landlord and Ameresco (for purposes of this LOI, Landlord and Ameresco are each a “**Party**” and jointly the “**Parties**”) agree that the following terms will be the basis for attempting to negotiate a definitive lease agreement or other agreement(s) (the “**Definitive Agreements**”) for Project as described below:

1. Project Due Diligence

Ameresco will perform certain development, engineering and economic tasks for due diligence to determine the Project’s viability at the Sites. As part of this due diligence effort, Landlord shall disclose any conditions at the Site that may adversely impact the Project, including, but not limited to:

- Any unpaid property taxes;
- The property tax rate for the site;
- Any lease, license, or easement agreements;
- Any hazardous waste disclosures, obligations for remediation, and indemnifications;
- Any undisclosed legal matters, and
- Any undisclosed employee or contractor matters at the Site.

Within twenty (20) business days after the Parties’ execution of this LOI, Landlord will deliver to Ameresco photocopies of any information in Landlord’s possession with respect to the Sites which is reasonably necessary for Ameresco’s performance of the due diligence, including, without limitation, any title commitments or policies, site plans, surveys, zoning information, environmental reports, information regarding state and local laws and regulations affecting the Site, and information regarding soil conditions at the Site. Ameresco intends to submit a bid to the CT DEEP RFP for the Shared Clean Energy Facility (“**SCEF**”) Pilot Program based on Ameresco’s right to lease the Sites for the Project.

2. Leased Premises

Subject to Ameresco’s due diligence findings and final Project design, the Leased Premises will consist of approximately __ acres of land at the Sites, as generally shown on Exhibit 1 hereto (the “**Leased Premises**”) and incorporated herein. The exact square footage will not be known until after Ameresco undertakes further due diligence. Ameresco will require enough space at the Site for the Project capable of producing up to [2,000] kilowatts-DC of energy. The Leased Premises shall be leased to Ameresco together with right of access to and from the Leased Premises and all necessary easements for access, transmission facilities, distribution lines, cables, wiring, conduits, etc. Landlord shall provide sufficient construction laydown space at the Sites during construction. Landlord shall grant easements for access to the Leased Premises and for transmission and interconnection infrastructure. The exact

locations of such easements will be determined following further project development. The easements shall be memorialized in written agreements in recordable form.

3. Lease Payment

If Ameresco is awarded a contract under the CT DEEP RFP for the Shared Clean Energy Facility (“SCEF”) Pilot Program and Ameresco elects to lease the Leased Premises for the construction and operation of the Project, the lease shall provide for a lease payment at an annualized rate of approximately _____, escalated at _____% per year, less the annual tax payment to the local municipality, payable to Landlord; provided that, the actual amount of the lease payment shall be subject to final design to confirm system size, as well as, the estimated commercial operation date. [The Parties agree that any lease agreement shall at a minimum contain the terms and conditions generally stated, or specifically stated, as the case may be, set forth on Exhibit 2 hereto, but that Exhibit 2 does not contain a full list of the terms of a definitive lease agreement. Additional terms may be negotiated based on due diligence performed by Ameresco, requirements of lender(s) for the Project, or requirements of the local electric utility and Landlord.] The lease payments to Landlord will begin on the commencement of commercial operations of the Project and will continue through the end of the term of the Definitive Agreements, which is anticipated to be twenty (20) years from the date of commercial operations. Other business terms of the Definitive Agreements will be negotiated by the Parties in good faith if Ameresco elects to lease the Site.

4. Special Termination Right of Ameresco

If, following completion of due diligence, Ameresco elects to enter into a lease with Landlord for the Leased Premises, the lease shall contain a termination right in favor of Ameresco exercisable in the event Ameresco cannot meet all conditions precedent for installation, operation, interconnection and sale of power from the Project. Specifically, this will include the condition precedent that Ameresco obtains an award and qualification for the Project under the provisions and requirements of the *CT DEEP RFP for the Shared Clean Energy Facility (“SCEF”) Pilot Program*. A complete list of such conditions precedent shall be established after Ameresco conducts further due diligence. Landlord shall provide reasonable assistance in helping Ameresco and its contractors achieve and meet such conditions.

5. Warranty

Landlord warrants that it has sole and exclusive ownership/title to the Site. Landlord further warrants that it has the authority to lease the Site to Ameresco, free and clear of liens, easements and encumbrances for the term of the Definitive Agreements

6. Exclusive Negotiating Rights

In recognition and consideration that the development of the Project will require significant effort and expenditures by Ameresco, for a period of two hundred and seventy (270) days from the execution of this LOI by the Parties (the “Exclusivity Period”) Landlord (itself or through its affiliates) shall not directly or indirectly, solicit, initiate, seek, encourage or support any inquiry, proposal, offer or bid from, negotiate with, provide any information to, or enter into any agreement with (verbal or written), any party (other than Ameresco) in connection with the lease or purchase of the Site or development of the Project. Landlord agrees that any such negotiations in progress with other third parties as of the date hereof will be terminated during such Exclusivity Period. Landlord will promptly disclose to Ameresco any unsolicited inquiry or proposal regarding an offer to lease or purchase the Site including the identity of the interested party and the terms of its inquiry or proposal.

At the expiration of the Exclusivity Period, exclusivity shall automatically extend if Ameresco and Landlord are continuing to negotiate in good faith to execute the Definitive Agreements.

7. Public Announcements and Confidentiality Agreement

Other than as necessary for Ameresco to perform its due diligence and develop the Project, the Parties agree not to release any information to the public with regards to this LOI or any potential agreement without the mutual written

consent of the Parties. The Parties agree that the terms of this letter and any negotiations shall remain confidential between the Parties and their legal representation [as permitted by law](#).

8. Expenses

Except as provided in the Definitive Agreements, the Parties shall each bear their own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this LOI and the Project, whether or not Definitive Agreements are executed, and any actions taken by either Party in reliance on this LOI shall be at such Party's sole risk and expense.

9. Governing Law

This letter shall be governed by the laws of the ~~Commonwealth of Massachusetts~~[State of Connecticut](#). For any dispute not resolved by good faith negotiations involving senior management of the Parties, the the Parties agree to the exclusive jurisdiction of the state courts in ~~Suffolk County, Massachusetts~~[Hartford County, Connecticut](#).

10. Miscellaneous

- A. This letter contains the entire agreement of the Parties and supersedes any previous understandings, commitments or agreements, oral or written. Changes to the LOI may be made only in writing signed by the Parties.
- B. The failure of either Party to enforce at any time any of the provisions of this LOI, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this LOI or any part thereof, or the right of either Party thereafter to enforce each and every such provision.

The Parties agree that, other than Sections 5, 6, 7, 8, 9, and 10, which the Parties agree are binding, this LOI does not constitute a firm proposal, offer or enforceable agreement to enter into any transactions with respect to the subject matter hereof, is not binding on any of the Parties and imposes no duty or obligation on any of them to proceed with or to negotiate with respect to any or all of the proposed transactions. Except as specifically provided in Sections 5, 6, 7, 8, 9 and 10, neither Party shall have any obligation to the other Party with respect to the transactions described in this LOI unless and until both Parties have executed all of the agreements required to effectuate such transactions. Both Parties agree to act in good faith to negotiate and execute the Definitive Agreements within the Exclusivity Period described in Section 6.

If the forgoing terms of this letter are correct and acceptable, so indicate by signing and returning this document to my office.

Sincerely,

_____ Date: _____

Ameresco, Inc.

ACCEPTED AND AGREED TO BY:

_____ Date: _____

Landlord

EXHIBIT 1 SITES

Site 1 – Closed Municipal Landfill, 68 Wolcott Road

A brief description of the sites follows, as well as aerial photographs.

Site 1 – Closed Municipal Landfill

This parcel of approximately 60 acres includes the Town's closed municipal landfill. The parcel is located in a sparsely developed area with few residential abutters, and is abutted by a three-phase utility distribution circuit. The topography and wetlands are issues for this site.





111 Speen Street, Suite 410
Framingham, MA 01701

P: 508 661 2200
F: 508 661 2201

ameresco.com

EXHIBIT 2 LEASE TERMS

Terms and conditions of lease agreement

1. **Term:** 20 years from commercial operation date of the solar facility with two five-year extension options.
2. **Due Diligence:** Satisfactory due diligence and site investigation provisions by Ameresco.
3. **Financing:** Financing for the project on terms and conditions satisfactory to Ameresco at its sole discretion.
3. **Mutual general indemnity and limitation on liability.** Indemnity from Landlord in favor of Ameresco for pre-existing conditions on the Leased Site.
4. **Rent:** An annual fixed rate of \$_____, escalated at _____% per year, less the annual tax payment to the local municipality, payable to Landlord. The lease payments to Landlord will begin on the commencement of commercial operations of the Project and will continue through the end of the term of the PPA related to the Project, which is anticipated to be twenty (20) years from the date of commercial operations.
5. **Permitted Use:** Construction, design, installation, maintenance, operation, removal of a solar photovoltaic system, together with all appurtenant facilities including but not limited to cables, conduits, transformers, concrete pads, poles, wiring, meters and electric lines and equipment.
6. **Interconnection:** Ameresco shall have an easement on, in, under, or over and across the portions of the Property necessary for the purpose of constructing, reconstructing, installing, operating and maintaining wires, cables, conduits for transmission of electrical energy and/or for communication purposes, and all necessary and property foundations, footings and such other interconnection facilities as are needed to interconnect the solar system to the utility's distribution system. The users of the easement may include Ameresco, its assigns, employees, agents, contractors, invitees, and the local electric utility.



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Framingham, MA 01701

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F: 508 661 2201

ameresco.com

7. Termination Right: Ameresco shall have a right to terminate the Lease without any liability and without being considered in default if Ameresco cannot meet all conditions precedent for installation, operation, interconnection and sale of power from the solar facility to be installed, including obtaining all necessary permitting and interconnection approvals and obtaining an award and qualification for the Project under the provisions and requirements of the *CT DEEP RFP for the Shared Clean Energy Facility ("SCEF") Pilot Program*.
8. Covenants: Landlord shall give possession of the Leased Site to Ameresco free and clear of all structures, tenants and occupants at commencement of the Lease. Landlord shall not interfere with Ameresco's use of the Leased Site. Landlord shall not interfere or allow any interference with insolation to the Leased Site. Landlord shall allow Ameresco to perform vegetation management to prevent any shading of the Leased Site.
9. Easements. One (1) easements shall be granted for access from a public way serving the property, and easements for Ameresco's and the local electric utility's transmission facilities and infrastructure.
10. Taxes. Landlord to pay all real estate taxes; Ameresco to pay all personal property taxes or negotiate with the municipality other payment in lieu of taxes arrangement satisfactory to Ameresco in its sole discretion.
11. Financing Provisions. Financing provisions benefitting any lender of Ameresco with respect to the solar facility, including without limitation the ability of Ameresco to collaterally assign the lease for financing without undue restrictions which shall not release Ameresco from liability or obligations under the terms of the Lease Agreement.
12. Compliance with Laws. Ameresco shall comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.
13. Decommissioning Assurance. Ameresco must provide adequate financial assurance, in a form reasonably satisfactory to the Landlord, to fully cover the cost of decommissioning the PV System and restoration of the underlying property.
14. Governing Law; Venue. The Lease shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.
15. Indemnification. Ameresco shall indemnify and hold harmless Landlord from and against any and all liabilities, costs, claims, and expenses incurred by Landlord in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or



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bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of Ameresco or its agents or employees or others under Ameresco's control during the Lease Term; provided, however, that Ameresco's obligations shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Landlord.

16. Insurance. Ameresco must obtain, at a minimum, (i) worker's compensation insurance; (ii) commercial general liability insurance of at least three million dollars; (iii) professional liability insurance covering negligent errors, omissions, and acts of the Ameresco or of any person or business entity for whose performance Ameresco is legally liable arising out of the performance of Lease of at least 3 million dollars, (iv) comprehensive automobile liability coverage of at least 3 million dollars, (v) umbrella liability insurance with single limits in the amount of at least 3 million dollars, and (vi) all risk builder's risk property coverage.



Town of Simsbury

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

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

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Solar Panels at the Community Farm

2. **Date of submission:** August 4, 2016

3. **Date of Board Meeting:** August 8, 2016

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

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

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

Approve placement of solar panels on Town owned property.

6. **Summary of Submission:**

The Community Farm of Simsbury has been offered a gift of a 5.2 kW Solar Array that would be placed on the property owned by the Town. These panels would reduce the operational costs of the Farm and serve as an educational tool to visitors to the Farm. The Community Farm of Simsbury would agree that when the lease with the Town expires, the solar array would become the property of the Town.

The Simsbury Planning Commission, at their July 12, 2016 meeting, found this work consistent with the Simsbury Plan of Conservation and Development pursuant to CGS 8-24 (please see attached memorandum, dated July 14, 2016).

This project is scheduled to be presented at the September 19, 2016 Zoning meeting for a Site Plan Amendment.

7. **Financial Impact:** None

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

- Memorandum, dated July 14, 2016 regarding Planning Commission's CGS 8-24 referral



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Date: July 14, 2016

To: Thomas Cooke, Director of Administrative Services

From: Michael Glidden CFM CZEO, Assistant Town Planner

Re: CGS 8-24 Referral on the proposed installation of solar panels at Community Farm, 69 Wolcott Road (Assessor's Map I02, Block 439, Lot 002). Zone I-1.

At the July 12, 2016 meeting of the Simsbury Planning Commission, the Commission discussed the referral pursuant to Connecticut General Statutes 8-24. This referral was specific to the proposed installation of solar panels at 69 Wolcott Road.

Commissioner Levitt-Smith made a motion that the proposal that the proposal was consistent with the goals and objections of the 2007 Plan of Conservation and Development (POCD). The motion was seconded by Commissioner Beum. The motion passed unanimously (5-0).

Please consider this correspondence to serve as an official report from the Planning Commission noting a finding of consistency with the POCD pursuant to CSG 8-24. A copy of the meeting minutes for the 07/12/2016 are attached to this report for your files.



Town of Simsbury

66 Town Forest Road, P.O. Box 495, Simsbury, Connecticut 06070
~ Thomas J. Roy, P.E. – Director of Public Works ~

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Simsbury Small Business Energy Advantage Program

2. **Date of submission:** August 2, 2016

3. **Date of Board Meeting:** August 8, 2016

4. **Individual or Entity making the submission:**
Thomas J. Roy, P.E. – Director of Public Works

5. **Action requested of the Board of Selectmen:**
Authorize the Town's participation in the Small Business Energy Advantage Program.

6. **Summary of Submission:**
Program would be for small businesses in the Town to obtain a free energy audit that will include a list of all eligible energy efficiency measures they could take and the estimated savings they could realize.

7. **Financial Impact:**
Local businesses can select other firms and all participation in this program is voluntary. For each business that participates in the program, a \$50 donation will be made to the Simsbury Clean Energy Task Force.

8. **Description of documents included with submission:**
 - Memo dated August 2, 2016 describing program
 - Draft letter to businesses



Town of Simsbury

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

~ Department of Public Works ~

Memorandum: Energize CT - Small Business Energy Advantage Program

To: Lisa Heavner, First Selectman
CC: Clean Energy Task Force, Bob DeCrescenzo, Tom Cooke
From: Thomas J. Roy, Director of Public Works *TJR*
Date: August 2, 2016

The Clean Energy Task Force has been working toward supporting an initiative where they would work with the Chamber of Commerce to promote the Small Business Energy Advantage (SBEA) Program to Simsbury based businesses. This initiative would be similar to the Solarize program, where the task force would develop a campaign that would run for several months to increase awareness and participation in this important program. This promotional campaign would start with a letter being sent to all eligible business in Simsbury and be followed up with workshops and marketing events.

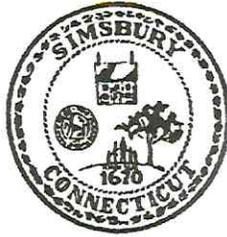
The Small Business Advantage Program provides:

- Free energy audit
- Comprehensive proposal includes all eligible energy efficiency measures, complete with material and installation costs and estimated savings
- Businesses decide what improvements make sense for them; no obligation to install
- No upfront costs for installed upgrades
- Incentives up to 50 percent of the installed cost
- Zero-interest and low-cost financing (payable on your monthly electric bill, so you only have one monthly payment)
- One-year warranty on contractors' parts and labor

All of the work under this program is done using Eversouce pre-qualified contractors. For the Simsbury program, the CETF has reviewed the list of all pre-qualified firms and will be using JK Energy Solutions and Nxegen Energy. These firms were selected based on geographic location and work history. Local businesses can select other firms and all participation in this program is voluntary. For each business that participates in receiving an energy audit, a \$50 donation will be made to the Simsbury Clean Energy Task Force.

I have attached a sample / draft letter that would be sent to local businesses if the Board of Selectmen authorize the Town's participation in this program. Please let me know if you have any questions on this program or require further information.

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Dear Simsbury Business:

Are you looking for cost-effective energy saving solutions to give your business a competitive edge?

Through the Simsbury business energy saving initiative, you can **Save Money by Saving Energy!** The Town of Simsbury, Simsbury Clean Energy Task Force and Simsbury Chamber of Commerce have partnered with Eversource and certified energy contractors, JK Energy Solutions and Nxegen Energy, to bring Energize ConnecticutSM solutions to Simsbury Businesses. You may be eligible for a **FREE** energy audit, financial incentives for energy-efficient equipment upgrades, and zero percent financing.

"Being able to get incentives for the HVAC equipment and all the lighting and then have the rest of it financed at zero percent interest through my electric bill. It was a no brainer. I couldn't do it fast enough."

Doug Z. Dunkin Donuts Franchise Owner

Benefits for You include:

- Turnkey solution including a **FREE** on-site energy audit for eligible small businesses
- Rebates and discounts on energy-efficient lighting, heating and cooling equipment, insulation and more
- Incentives to help build your new facility using energy-efficient design techniques and equipment
- Solutions to upgrade your current equipment, evaluate and analyze existing building management systems, and process improvements

You can call **(877)947-3873** to speak to an energy expert and schedule your **FREE** energy assessment. Additionally, Nxegen LLC and JK Energy Solutions may call and work directly with you in order to access Energize CT incentives, better understand your energy profile and analyze your utility bills to gain additional insights on your specific needs.

These business energy solutions are funded by a small charge on electric and natural gas bills—**it's your money, so take advantage and start saving today.**

Thank you for helping make Simsbury a clean, energy-efficient community.

Very truly yours,

Lisa Heavner
First Selectman

Energy Task Force
Energy Task Force Member

Charles D. Houlihan, Jr.
Chamber of Commerce President



Empowering you to make
smart energy choices





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tariffville Water Storage Tank Easements
2. **Date of submission:** August 4, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Robert M. DeCrescenzo, Esq. – Town Counsel – rdecrescenzo@uks.com
Thomas F. Cooke – Director of Administrative Services – tcooke@simsbury-ct.gov

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:
 1. Approve an easement entitled "Water Storage Tank Easement" for location of the new water tank on Laurel Hill; and
 2. Approve an easement entitled "Access and Water main Easement" for access to the tank and for the location of the water main.
6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

As explained in the attached correspondence from Town Counsel, the Board of Selectmen held a Public Hearing on May 23, 2016 on the proposed construction of a new water tank on Laurel Hill by the Tariffville Fire District Water Commission ("TWC") and

proposed modifications to the existing conservation and recreational easement at the site in favor of the State of Connecticut. After a section 8-24 referral by the Board of Selectmen, the water tank replacement project was reviewed and approved by the Planning Commission on April 12, 2016 and the Open Space Committee on April 16, 2016.

The Board of Selectmen is now asked to approve the two easements required to implement the new location for the tank replacement project. The first easement entitled "Water Storage Tank Easement" is for the location of the water tank. The second easement entitled "Access and Water Main Easement" is for access to the tank and for the location of the water main. As noted in Town Counsel's letter, which is attached, the access road described in the easement currently exists. These two easements have been reviewed and approved by the DEEP and the Simsbury Fire District.

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

NA

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

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

Letter from Town Counsel dated August 3, 2016 with two attachments:

- Access and Water Main Easement
- Water Storage Tank Easement



Robert M. DeCrescenzo
(t) 860.548.2625
(f) 860.548.2680
rdcrescenzo@uks.com

August 3, 2016

Thomas Cooke
Director of Administrative Services
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Tariffville Fire District
Water Storage Tank Easement,
Access and Water Main Easement

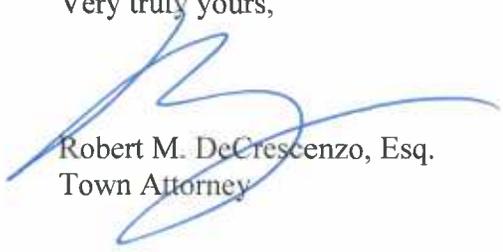
Dear Tom:

The Board of Selectmen held a Public Hearing on May 23, 2016 on the proposed construction of a new water tank on Laurel Hill by the Tariffville Fire District Water Commission ("TWC") and proposed modifications to the existing conservation and recreational easement at the site in favor of the State of Connecticut. The water tank replacement project was reviewed and approved by the Planning Commission on April 12, 2016 and the Open Space Committee on April 6, 2016.

Enclosed please find the two easements required to implement the new location for the tank replacement project. The first easement entitled "Water Storage Tank Easement" is for the location of the water tank. The second easement entitled "Access and Water Main Easement" is for access to the tank and for the location of the water main. The access road described in the easement currently exists. These two easements have been reviewed and approved by the DEEP and the Simsbury Fire District.

The next step in the process is for the Board of Selectmen to review and take action on the two easements described above. Please place both easements on the agenda for review and action by the Board of Selectmen.

Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm
Enclosure

Updike, Kelly & Spellacy, P.C.

100 Pearl Street ■ PO Box 231277 ■ Hartford, CT 06123 (t) 860.548.2600 (f) 860.548.2680 www.uks.com
1324964

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
Updike, Kelly & Spellacy, P.C.)
P.O. Box 231277, 100 Pearl Street)
Hartford, CT 06103)
Attention: Robert M. DeCrescenzo, Esq.)

Space Above for Recorder's Use

ACCESS AND WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **TOWN OF SIMSBURY**, a Connecticut municipality with an address of 933 Hopmeadow Street, Simsbury, Connecticut, 06070 (hereinafter "Grantor"), owner of a certain parcel of land located at and known as Mountain Road Open Space Parcel in the Town of Simsbury, County of Hartford and State of Connecticut, shown on a map entitled "Perimeter Survey/Resurvey Map of Parcel A to be Acquired from the Estate of Maurice Gersten By the Town of Simsbury, Mountain Road, Simsbury Connecticut December 5, 2013 Map No. 3887, (which parcel of land is more particularly described on Schedule A attached hereto and made a part hereof, and is referred to herein as "Mountain Road Parcel"), for valuable consideration received to its full satisfaction from **TARIFFVILLE FIRE DISTRICT**, 7 Church Street, Tariffville, Connecticut, 06081 (hereinafter "Grantee"), does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs, successors and assigns forever, a full and perpetual access easement and water main easement for the purposes described below (the "Access and Water Main Easement") upon, over, under, and across a portion of the Mountain Road Parcel shown and designated as the "Proposed Access Easement" on a map entitled "Easement Plan, Tariffville Fire District Water Commission, Water Storage Tank Replacement, Job No. 225993.07, Date: June, 2016 Scale 1"=40'", which map is on file in the Land Records of the Town of Simsbury as Map No. ____ (the "Map") (the "Access and Water Main Easement Area").

The Access and Water Main Easement shall be a non-exclusive easement and right of way (i) over and across the surface of the Access and Water Main Easement Area for pedestrian and vehicular access, ingress and egress between Mountain Road, Simsbury, Connecticut and the location of the Grantee's water storage tank located on the Mountain Road Parcel (the "Water Storage Tank Area") for the use of the Grantee to access the Water Storage Tank Area, its successors and assigns, and its and their tenants, employees, agents, customers, occupants, and invitees; (ii) water main easement upon, over, under, and across the Access and Water Main Easement Area including the right to install, construct, reconstruct, maintain, inspect, repair, modify, replace, protect and operate pipes, drains, and other improvements related to the Grantee's water tank and water main and conduits for electrical wire as Grantee may from time to time require in, through, on, over and under the Access and Water Main Easement Area; (iii) the right to enter in and upon and to pass and repass over said Access and Water Main Easement Area, to excavate, to operate equipment, to remove any structures, to cut and remove trees, bushes and other vegetation, and perform other work necessary related to such rights granted

herein and (iv) along with the right and privilege of the Grantee, its successors and assigns, and its and their officials, employees, servants, contractors and agents to enter upon the Easement Area in the exercise of the rights, privileges and authorities granted herein.

Except for Grantor, its successors and assigns, the Grantee may reasonably prohibit or prevent vehicle access by all other parties to and vehicle use on the access and Water Main Easement Area in order to protect its rights hereunder.

Grantor agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, tenant, employee or contractor of Grantor, its successors or assigns, shall place or erect any permanent or temporary building or structure or any vehicle or any other item, plant any tree or shrub, or take any other action, which will materially interfere with or adversely affect in a material way Grantee's use of the Access and Water Main Easement Area. Grantor further agrees that any and all pipes, drains, and other improvements related to the Grantee's water tank and water main and conduits for electrical wire as Grantee may from time to time install in, through, on, over and under the access and Water Main Easement Area by the Grantee shall be and remain the sole and exclusive personal property of the Grantee and that Grantor, its successors and assigns, shall not have any right of access or use of the same without the prior written consent of the Grantee. Grantor further agrees, for itself and its successors and assigns, that it shall not perform or cause to be performed any work by them or their officers, agents, employees, or servants, on or in the Easement Area, which will materially interfere with or adversely affect in a material way Grantee's use of the Access and Water Main Easement Area or that could cause damage to the pipes, drains, and other improvements related to the Grantee's water tank and water main and conduits for electrical wire as Grantee may from time to time install in, through, on, over and under the Access and Water Main Easement Area.

Grantee agrees, for itself and its successors and assigns, that it shall maintain the Easement Area in good condition for its own use, including snow removal, cleaning of litter and debris, and other normal and reasonable maintenance that the Grantee, its successors and assigns deem necessary. It is specifically agreed that Grantee, its successors and assigns, shall not be required to maintain the Access and Water Main Easement Area in any manner for any other party.

The Grantee, by its acceptance of this Access and Water Main Easement, agrees, subject to the availability of funding on the part of the Grantor and further subject to the approval of local agencies as may be required, for itself, its successors and assigns, that after request of the Grantee to Grantor to perform maintenance and agreement by the Grantee and Grantor of the scope and cost of such requested maintenance, that Grantee shall contribute its agreed upon share of the reasonable costs and expenses incurred by Grantor in the requested and agreed upon maintenance of the Access and Water Main Easement Area. Grantee shall pay its agreed upon share to Grantor within the time period agreed upon by Grantee and Grantor.

The Easement shall be used in its "as is" condition without any warranties or representation of any kind by Grantor. Grantor makes no warranty as to the present or future

condition of the Easement and under no circumstance shall any future activity by Grantor be deemed to create such warranty. Grantee shall make no demand of Grantor to uphold any minimum standard of maintenance of the Access and Water Main Easement Area. Prior to any excavation activities by Grantee within the Access and Water Main Easement Area, Grantee shall be responsible for ascertaining the location of all underground utilities and all other facilities and structures that may be located under, in, on or about the Access and Water Main Easement Area and shall be required to protect the same during the course of its use of the Easement for any excavation activities.

In no event shall Grantee use the Easement in any manner or for any purpose (other than in a manner or for the purposes for which the Access and Water Main Easement is herein granted) which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Mountain Road Parcel. The Grantor herein reserves the right to themselves, their heirs and assigns to continue to use the Access and Water Main Easement Area for any use and purposes which shall not in any way interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purposes for which this Easement is granted.

Grantee agrees that the Access and Water Main Easement is for the benefit of its access to the Water Storage Tank Area only and for the other uses permitted herein within the Access and Water Main Easement Area and shall not be used by Grantee for the benefit of any other property, whether or not such other property is owned now or in the future by Grantee or any affiliate or subsidiary thereof or entity or person related thereto.

Grantee shall not use the Access and Water Main Easement in any manner which is in violation of any federal, state or local law, statute, rule, regulation, code or ordinance or conservation easement rights granted to the Connecticut Department of Energy and Environmental Protection or its successors or assigns, unless the rights under such conservation easement are subordinated to this Access and Water Main Easement, nor shall Grantee use the Easement in any manner which violates any permit issued by the Town of Simsbury or State of Connecticut. Grantee further covenants and agrees to obtain, at its own cost and expense, any and all appropriate governmental permits, and to pay any and all required fees, before exercising or continuing to exercise any of its rights pursuant to this Easement.

Grantee shall have the obligation to use reasonable care such that the use of the Easement by Grantee, its officials, employees, servants, contractors and agents does not create any threat to the safety of any third party or of Grantor, Grantor's successors in title and any agents, invitees, guests, contractors, subcontractors, licensees, employees and vendors of Grantor or its successors and assigns.

By accepting this Access and Water Main Easement, to the extent permitted by law, Grantee agrees that it will indemnify and hold Grantor harmless from all claims, damages, costs (including reasonable attorneys' fees and costs) and liabilities suffered because of injury to or

death of any person or persons or damage to property that may arise out of or as a consequence of any act or omission of Grantee or its agents, licensees, invitees, servants or employees in the exercise of the rights granted hereunder, excluding any claims, damages, costs or liabilities to the extent caused by the negligence or willful misconduct of Grantor.

Grantee agrees to secure and maintain (or cause to be maintained) for the duration hereof, including any extensions or modifications hereof, if any, with Grantor being an additional insured party, the following minimum liability insurance policy or policies covering Grantee's or its agents, licensees, invitees, servants or employees use of the Access and Water Main Easement Area at no cost to Grantor. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Insurance covering the act or omissions of Grantee or its agents, licensees, invitees, servants or employees providing a total combined single limit of Two Million Dollars (\$2,000,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

This agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

The foregoing easement shall burden the Mountain Road Parcel and the Access and Water Main Easement Area and shall run with the land forever and shall be binding in perpetuity upon the parties, their heirs, successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privileges and authority unto the Grantee, its heirs, successors and assigns forever, to its and their own proper use and behoof.

SCHEDULE A

MAP NO. 3887

[SCHEDULE B

MAP NO.]

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
Updike, Kelly & Spellacy, P.C.)
P.O. Box 231277, 100 Pearl Street)
Hartford, CT 06103)
Attention: Robert M. DeCrescenzo, Esq.)

Space Above for Recorder's Use

WATER STORAGE TANK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **the Town of Simsbury** a Connecticut municipality with an address at 933 Hopmeadow Street, Simsbury, Connecticut (hereinafter "Grantor"), owner of a certain parcel of land located at and known as Mountain Road Open Space Parcel in the Town of Simsbury, County of Hartford, and State of Connecticut (shown on a map entitled "Perimeter Survey/Resurvey Map of Parcel A to be Acquired from the Estate of Maurice Gersten By the Town of Simsbury, Mountain Road, Simsbury Connecticut December 5,2013 Map No. 3887, (which parcel of land is more particularly described on Schedule A attached hereto and made a part hereof, and is referred to herein as "Mountain Road Parcel"), for valuable consideration received to its full satisfaction from **Tariffville Fire District**, a Connecticut municipal corporation, with an address at 7 Church Street, Tariffville, CT 06081 (hereinafter "Grantee"), does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs, successors and assigns forever, a full and perpetual water storage tank easement for the purposes described below (hereinafter "Easement") upon, over, under, and across a portion of the Mountain Road Parcel shown and designated as the "Excluded Area" (hereinafter "Easement Area") on a map entitled "Easement Plan, Tariffville Fire District Water Commission, Water Storage Tank Replacement, Job No. 225993.07, Date: June, 2016 Scale 1"=40'", which map is on file in the Land Records of the Town of Simsbury (the "Map"), and more particularly described on Schedule B attached hereto and made a part hereof, including the right to install, construct, reconstruct, maintain, inspect, repair, modify, replace, protect and operate a water storage tank, pipes, drains, and other water tank structures and improvements ("Easement Structures") as Grantee may from time to time require in, through, on, over and under the Easement Area, and the right to utilize such Easement Structures installed therein for the intended purposes thereof; along with the right and privilege of the Grantee, its successors and assigns, and its and their officials, employees, servants, contractors and agents to enter upon the Easement Area in the exercise of the rights, privileges and authorities granted herein.

Said Easement herein described includes the right to enter in and upon and to pass and reposs over said Easement Area, to excavate, to operate equipment, to remove any structures, to cut and remove trees, bushes and other vegetation, to install a fence or other security improvements and perform other work necessary related to such rights.

Such Easement herein described also includes the right to permit overflow and drain the water storage tank to the extent permitted by and subject to the requirements of the Town of Simsbury land use approvals and other local and state agencies as may be required.

Grantor agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, tenant, employee or contractor of Grantor, its successors or assigns, shall place or erect any permanent or temporary building or structure or other item, plant any tree or shrub in the Easement Area, or take any other action, which will materially interfere with Grantee's use of the Easement Area.. Grantor further agrees that any and all Easement Structures installed in the Easement Area by the Grantee shall be and remain the sole and exclusive personal property of the Grantee and that Grantor, its successors and assigns, shall not have any right of access or use of the same without the prior written consent of the Grantee. Grantor further agrees, for itself and its successors and assigns, that it shall not perform or cause to be performed any work by them or their officers, agents, employees, or servants, on or in the Easement Area.

The Grantee, by its acceptance of this Easement, agrees for itself, its successors and assigns, to maintain any Easement Structures installed by it in the Easement Area, at Grantee's expense, and to repair any damage it may cause to the Mountain Road Parcel in the course of installing, maintaining of repairing any such Easement Structures or exercising any of its rights contained herein. Grantee further agrees, for itself, its successors and assigns, to keep the Easement Area free and clear of litter and debris, and perform other normal and reasonable maintenance thereof that it determines is necessary for its own use of the Easement Area.

The Easement shall be used in its "as is" condition without any warranties or representation of any kind by Grantor. Grantor makes no warranty as to the present or future condition of the Easement and under no circumstance shall any future activity by Grantor be deemed to create such warranty. Grantee shall make no demand of Grantor to uphold any minimum standard of maintenance of the Easement Area.

In no event shall Grantee use the Easement in any manner or for any purpose (other than in a manner or for the purposes for which the Easement is herein granted)which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Mountain Road Parcel.

Grantee shall not use the Easement in any manner which is in violation of any federal, state or local law, statute, rule, regulation, code, or ordinance nor shall Grantee use the Easement in any manner which violates any permit issued by the Town of Simsbury or State of Connecticut. Grantee further covenants and agrees to obtain, at its own cost and expense, any and all appropriate governmental permits, and to pay any and all required fees, before exercising or continuing to exercise any of its rights pursuant to this Easement.

Grantee shall have the obligation to use reasonable care such that the use of the Easement by Grantee, its officials, employees, servants, contractors and agents does not create any threat to the safety outside of the Easement Area of any third party or of Grantor, Grantor's successors in title and any agents, invitees, guests, contractors, subcontractors, licensees, employees and vendors of Grantor or its successors and assigns.

By accepting this Access Easement, to the extent permitted by law, Grantee agrees that it will indemnify and hold Grantor harmless from all claims, damages, costs (including reasonable attorneys' fees and costs) and liabilities suffered because of injury to or death of any person or persons or damage to property that may arise out of or as a consequence of any act or omission of Grantee or its agents, licensees, invitees, servants or employees in the exercise of the rights granted hereunder, excluding any claims, damages, costs or liabilities to the extent caused by the negligence or willful misconduct of Grantor.

Grantee agrees to secure and maintain (or cause to be maintained) for the duration hereof, including any extensions or modifications hereof, if any, with Grantor being an additional insured party, the following minimum liability insurance policy or policies covering Grantee's or its agents, licensees, invitees, servants or employees use of the Easement Area at no cost to Grantor. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Insurance covering the act or omissions of Grantee or its agents, licensees, invitees, servants or employees providing a total combined single limit of Two Million Dollars (\$2,000,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

This agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

The foregoing Easement shall burden the Mountain Road Parcel and the Easement Area and shall run with the land forever and shall be binding in perpetuity upon the parties, their heirs, successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privileges and authority unto the Grantee, its heirs, successors and assigns forever, to its and their own proper use and behoof.

[Remainder of page intentionally left blank; signature page follows]

SCHEDULE A

MAP NO. 3887

SCHEDULE B

[EASEMENT AREA DESCRIPTION]



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission: Public Gathering Permits – Recommendation for Approval**
2. **Date of submission: August 4, 2016**
3. **Date of Board Meeting: August 8, 2016**
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Approve the Public Gathering Applications for the 2016 events listed on the following page.

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

Upon receipt of public gathering applications for the events listed below, an e-mail was sent out for approval to forward to the Board of Selectmen.

Those on the e-mail included Lieutenant Fred Sifodskalakis, Assistant Town Planner Mike Glidden, Public Works Director Tom Roy, Fire Marshal Kevin Kowalski, PAC Manager Tom Vincent, and Elaine Milardo of the FV Health District.

The events are as follows:

PAC Event – Baroque Opera Performance	Aug. 19, 20, 2016
Latimer Lane PTO 5K Race and Fun Run	September 18, 2016
Simsbury Fly-In – Simsbury Airport	September 18, 2016
Trinity Church Fall into Fall Fair **	September 18, 2016
Trinity Church Pumpkin Patch **	Oct. 1 – Nov. 5, 2016

** To be held on the Tariffville Green

The applications are complete and ready for approval by the Board of Selectmen.

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

There is no financial impact to the Town. The road race and fly-in will require special duty officers which will be paid by the event organizers.

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

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

NA



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Application for CASAC Grant to Support Local Prevention Activities
2. **Date of submission:** August 1, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Individual or Entity making the submission:** M. Lecours-Beck
Director of Social Services
5. **Action requested of the Board of Selectmen:** Authorize First Selectman to sign Grant Application for funds to support local prevention activities.
6. **Summary of submission:** The Social Services Department applies each year to the Capital Area Substance Abuse Council (CASAC) for a grant to provide funds for substance abuse prevention.
7. **Financial Impact:** \$5,323.000
8. **Description of documents included with submission:** Copy of Grant Application

Funding Application for Grant to Support Local Prevention Council

1	Application Date August 3, 2016	Funding Start Date July 1, 2016 - June 30, 2017
2	Applicant Agency (Legal Name & Address) Simsbury Social Services Department 933 Hopmeadow Street Simsbury CT 06070	FEIN 06-6002085
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address Simsbury Youth Advisory Board c/o Simsbury Social Services Department 933 Hopmeadow Street (PO Box 495) Simsbury CT 06070	
5	LPC Contact Person (Programmatic) M. Lecours-Beck	Telephone Number 860 658-3283
	Title Director of Social Services	Fax Number 860 408-7046
6	Contact Person (Fiscal) M. Lecours-Beck	Telephone Number 860 658-3283
	Title Director of Social Services	Fax Number 860 408-7046
7	List town(s) included in application Simsbury	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, briefly explain below.	
FUNDING SUMMARY		
9	Total Program Budget \$78,000.00	Amount Requested \$5,323.00

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services	
a. Description of proposed service #1 <u>Purchase of new supply of Naloxone (Narcon) to replace expired supply for the Simsbury Police Department</u>	
b. Service type (Refer to Application Instructions, Appendix A) STC05	c. Service dates 7/1/2016 – 6/30/2017
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco <input checked="" type="checkbox"/> Other: <u>Drugs</u>	e. Number of participants by gender 20 Males 10 Females
f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Youth/Minors not in school <input checked="" type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age 0-4 15-17 10 25-44 5-11 10 18-20 45-64 12-14 10 21-24 65+
h. Number of participants by race 15 White 5 Black/African American 5 Asian American Indian/Alaska Native 5 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 0 Hispanic/Latino 30 Not Hispanic/Latino
j. Number of hours it will take to conduct service 1	k. Number of hours it will take to plan/prepare for service 2
l. Amount of LPC funds used on this service \$1,200.00	m. Total cost of service \$1,200.00

a. Description of proposed service #2 <u>Family Day: This is a special community event that provides families with an opportunity to spend quality time together free of charge and substance free.</u>	
b. Service type (Refer to Application Instructions, Appendix A) STN02	c. Service dates 7/2017
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Tobacco <input type="checkbox"/> Other: _____	e. Number of participants by gender 250 Males 250 Females
f. Service population <input checked="" type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age 50 0-4 15-17 50 25-44 250 5-11 18-20 50 45-64 100 12-14 21-24 65+
h. Number of participants by race 450 White 15 Black/African American 15 Asian American Indian/Alaska Native 20 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 20 Hispanic/Latino 480 Not Hispanic/Latino
j. Number of hours it will take to conduct service 3	k. Number of hours it will take to plan/prepare for service 10
l. Amount of LPC funds used on this service \$2,000.00	m. Total cost of service \$4,000.00

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services																
<p>a. Description of proposed service #3 <u>Simsbury Police Cadet Program</u>: This program teaches self-confidence, character building, team work, and discipline.</p>																
<p>b. Service type (Refer to Application Instructions, Appendix A) STE03</p>	<p>c. Service dates 7/01/2016-6/30/2017</p>															
<p>d. Alcohol or tobacco prevention; other joint behavioral health promotion X Alcohol X Tobacco <input type="checkbox"/> Other: _____</p>	<p>e. Number of participants by gender 9 Males 4 Females</p>															
<p>f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff X Middle School Students <input type="checkbox"/> Parents/Families X High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____</p>	<p>g. Number of participants by age</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">6</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td>2</td> <td>18-20</td> <td>45-64</td> </tr> <tr> <td>5</td> <td>12-14</td> <td></td> <td>21-24</td> <td>65+</td> </tr> </table>		0-4	6	15-17	25-44		5-11	2	18-20	45-64	5	12-14		21-24	65+
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<p>h. Number of participants by race</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">12 White</td> <td>Black/African American</td> </tr> <tr> <td>Asian</td> <td>American Indian/Alaska Native</td> </tr> <tr> <td>1 Multiracial</td> <td>Native Hawaiian/Pacific Islander</td> </tr> </table>	12 White	Black/African American	Asian	American Indian/Alaska Native	1 Multiracial	Native Hawaiian/Pacific Islander	<p>i. Number of participants by Hispanic origin</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">0 Hispanic/Latino</td> </tr> <tr> <td>13 Not Hispanic/Latino</td> </tr> </table>	0 Hispanic/Latino	13 Not Hispanic/Latino							
12 White	Black/African American															
Asian	American Indian/Alaska Native															
1 Multiracial	Native Hawaiian/Pacific Islander															
0 Hispanic/Latino																
13 Not Hispanic/Latino																
<p>j. Number of hours it will take to conduct service 88</p>	<p>k. Number of hours it will take to plan/prepare for service 48</p>															
<p>l. Amount of LPC funds used on this service \$500.00</p>	<p>m. Total cost of service \$5,000.00</p>															

<p>a. Description of proposed service #4 <u>Distracted Driving Sting Operation</u>: This event is an operation run by the Simsbury Police Department with the goal of raising awareness of the dangers of distracted driving, and in doing so, saves lives.</p>																			
<p>b. Service type (Refer to Application Instructions, Appendix A) CTV01</p>	<p>c. Service dates 5/2017</p>																		
<p>d. Alcohol or tobacco prevention; other joint behavioral health promotion <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco X Other: _____</p>	<p>e. Number of participants by gender 13 Males 12 Females</p>																		
<p>f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students X Parents/Families X High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school X General <input type="checkbox"/> Other: _____</p>	<p>g. Number of participants by age</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">0-4</td> <td style="width: 15%;">7</td> <td style="width: 15%;">15-17</td> <td style="width: 15%;">10</td> <td style="width: 15%;">25-44</td> </tr> <tr> <td></td> <td>5-11</td> <td>8</td> <td>18-20</td> <td></td> <td>45-64</td> </tr> <tr> <td></td> <td>12-14</td> <td></td> <td>21-24</td> <td></td> <td>65+</td> </tr> </table>		0-4	7	15-17	10	25-44		5-11	8	18-20		45-64		12-14		21-24		65+
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	5-11	8	18-20		45-64														
	12-14		21-24		65+														
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25 Not Hispanic/Latino																			
<p>j. Number of hours it will take to conduct service 4</p>	<p>k. Number of hours it will take to plan/prepare for service 3</p>																		
<p>l. Amount of LPC funds used on this service \$1,000.00</p>	<p>m. Total cost of service \$1,000.00</p>																		

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services																							
<p>a. Description of proposed service #5 <u>Community For Care</u>: Four community education presentations regarding drugs, alcohol and suicide</p>																							
<p>b. Service type (Refer to Application Instructions, Appendix A) STC05</p>	<p>c. Service dates 9/2016 – 6/2017</p>																						
<p>d. Alcohol or tobacco prevention; other joint behavioral health promotion X Alcohol X Tobacco X Other: _____</p>	<p>e. Number of participants by gender 90 Males 90 Females</p>																						
<p>f. Service population</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Elementary School Students</td> <td><input type="checkbox"/> School staff</td> </tr> <tr> <td><input type="checkbox"/> Middle School Students</td> <td><input checked="" type="checkbox"/> Parents/Families</td> </tr> <tr> <td><input type="checkbox"/> High School Students</td> <td><input type="checkbox"/> Older Adults</td> </tr> <tr> <td><input type="checkbox"/> Youth/Minors not in school</td> <td><input checked="" type="checkbox"/> General</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other: _____</td> </tr> </table>	<input type="checkbox"/> Elementary School Students	<input type="checkbox"/> School staff	<input type="checkbox"/> Middle School Students	<input checked="" type="checkbox"/> Parents/Families	<input type="checkbox"/> High School Students	<input type="checkbox"/> Older Adults	<input type="checkbox"/> Youth/Minors not in school	<input checked="" type="checkbox"/> General	<input type="checkbox"/> Other: _____		<p>g. Number of participants by age</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">0-4</td> <td style="text-align: center;">15-17</td> <td style="text-align: center;">90</td> <td style="text-align: center;">25-44</td> </tr> <tr> <td style="text-align: center;">5-11</td> <td style="text-align: center;">18-20</td> <td style="text-align: center;">90</td> <td style="text-align: center;">45-64</td> </tr> <tr> <td style="text-align: center;">12-14</td> <td style="text-align: center;">21-24</td> <td></td> <td style="text-align: center;">65+</td> </tr> </table>	0-4	15-17	90	25-44	5-11	18-20	90	45-64	12-14	21-24		65+
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<p>j. Number of hours it will take to conduct service 8</p>	<p>k. Number of hours it will take to plan/prepare for service 8</p>																						
<p>l. Amount of LPC funds used on this service \$623.00</p>	<p>m. Total cost of service \$1,000.00</p>																						

<p>a. Description of proposed service #6</p>																				
<p>b. Service type (Refer to Application Instructions, Appendix A)</p>	<p>c. Service dates</p>																			
<p>d. Alcohol or tobacco prevention; other joint behavioral health promotion <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco <input type="checkbox"/> Other: _____</p>	<p>e. Number of participants by gender</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Males</td> <td style="text-align: center;">Females</td> </tr> </table>	Males	Females																	
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<p>l. Amount of LPC funds used on this service</p>	<p>m. Total cost of service</p>																			

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services											
a. Description of proposed service #7											
b. Service type (Refer to Application Instructions, Appendix A)	c. Service dates										
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco <input type="checkbox"/> Other: _____	e. Number of participants by gender <div style="display: flex; justify-content: space-around;"> Males Females </div>										
f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33.33%;">0-4</td> <td style="width: 33.33%;">15-17</td> <td style="width: 33.33%;">25-44</td> </tr> <tr> <td>5-11</td> <td>18-20</td> <td>45-64</td> </tr> <tr> <td>12-14</td> <td>21-24</td> <td>65+</td> </tr> </table>		0-4	15-17	25-44	5-11	18-20	45-64	12-14	21-24	65+
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j. Number of hours it will take to conduct service	k. Number of hours it will take to plan/prepare for service										
l. Amount of LPC funds used on this service	m. Total cost of service										

a. Description of proposed service #8											
b. Service type (Refer to Application Instructions, Appendix A)	c. Service dates										
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco <input type="checkbox"/> Other: _____	e. Number of participants by gender <div style="display: flex; justify-content: space-around;"> Males Females </div>										
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Funding Application for Grant to Support Local Prevention Council

11	<p>How different cultures will be addressed in all services (see Appendix B)</p> <p>All of our activities/events are inclusive. Any town resident and their families may participate. Promoting diversity is a priority in our work. Although we advertise our activities/events to all, we put forth special effort to engage minority groups and those with lower socio-economic status.</p>
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ITEMIZED BUDGET SCHEDULE 4b

12	<p>Source and amount of income</p> <p>CASAC \$5,323.00</p>	<p>Program expenses</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Naloxone</td> <td style="text-align: right;">\$ 1,200.00</td> </tr> <tr> <td>Family Day</td> <td style="text-align: right;">2,000.00</td> </tr> <tr> <td>Police Cadet Program</td> <td style="text-align: right;">500.00</td> </tr> <tr> <td>Distracted Driving</td> <td style="text-align: right;">1,000.00</td> </tr> <tr> <td>Community For Care</td> <td style="text-align: right;">623.00</td> </tr> </table>	Naloxone	\$ 1,200.00	Family Day	2,000.00	Police Cadet Program	500.00	Distracted Driving	1,000.00	Community For Care	623.00
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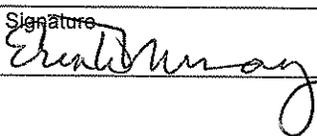
BUDGET NARRATIVE

13	<p>Briefly describe proposed expenses listed on Schedule 4b</p> <p><u>Naloxone</u> (aka Narcon) – is used by the Simsbury Police to counteract the effects of heroin overdose. This is a lifesaving drug.</p> <p><u>Family Day</u> – This is our annual substance-free community event that brings families together for a fun night of activities.</p> <p><u>Police Cadet Program</u>: This program teaches adolescents self-confidence, builds character and encourages team work and discipline.</p> <p><u>Distracting Driving</u>: This is a Police enforcement event that raises awareness about texting and driving and the tragedies it causes.</p> <p><u>Community For Care</u>: This is a town committee that focuses on substance abuse, suicide and mental health issues.</p>
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14	<p>I certify that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.</p>			
	Name (Print Or Type)	Title	Signature	Date
	M. Lecours-Beck	Director of Social Services		August 3, 2016

AUTHORIZING SIGNATURE(S)

15	<p>In order for this application to be considered for funding, it must be signed by the chief elected municipal official (mayor or first selectman) or the Town Manager. In cases of a multi-town application, this application must be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.</p>			
	Name (Print Or Type)	Title	Signature	Date
	Lisa L Heavner	First Selectman		August , 2016

16	<p>If public school-based or public school-related program activities are proposed, the signature of Superintendent of Schools (or his/her designee) of local and/or regional education agency is required.</p>			
	Name (Print Or Type)	Title	Signature	Date
	Erin Murray	Asst. Super. of Schools		August , 2016



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Appointment to Juvenile Review Board
2. **Date of Submission:** July 19, 2016
3. **Date of Board Meeting:** September 12, 2106
4. **Entity making Submission:** Social Services Department
M. Lecours-Beck, Director
5. **Action Requested:** Social Services Department requests that the Board of Selectmen appoint a new member to the Juvenile Review Board in accordance with the attached memorandum.
6. **Summary of Submission:** Recommend appointment of Pastor Chris Dion of Shepard of the Hills Lutheran Church to fill the vacancy left by the resignation of Rabbi Howard Herman.
7. **Financial Impact:** None
8. **Description of Documents in Submission:** Memorandum from M. Lecours-Beck, Director of Social Services



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

MEMORANDUM

To: Lisa L. Heavner, First Selectman
From: M. Lecours-Beck, Director of Social Services
Date: July 19, 2016
Re: Juvenile Review Board Appointment

Rabbi Howard Herman has served as the clergy representative on the Juvenile Review Board since 2008, but has recently resigned from the Board.

Therefore, I would like to recommend Pastor Chris Dion from Shepard of the Hills Lutheran Church to replace Rabbi Herman as the clergy representative on the Juvenile Review Board.

I believe Pastor Dion would be a tremendous asset to the Juvenile Review Board, and subsequently to Simsbury's youth and their families.

MLB/csb



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Appointment of new student members to the Simsbury Youth Advisory Board
2. **Date of Submission:** July 19, 2016
3. **Date of Board Meeting:** August 8, 2016
4. **Entity making Submission:** Social Services Department
M. Lecours-Beck, Director
5. **Action requested of Board:** Appointment of four new student members.
6. **Summary of Submission:** These appointments will fill positions vacated by graduating seniors.
7. **Financial Impact:** None
8. **Description of Document:** Names and addresses of recommended student appointments.

Recommended Student Appointments to Simsbury Youth Advisory Board

Valerie Lee (Sophomore)
8 Amy Lane
Simsbury CT 06070

Jeffrey Lewtan (Sophomore)
13 Evans Drive
Simsbury CT 06070

Kevin Boysen (Junior)
100 County Road
Simsbury CT 06070

Helena Vanderbeck (Junior)
45 Clifdon Drive
Simsbury CT 06070

CALL TO ORDER

The Regular Meeting of the Board of Selectmen and Special Meeting of the Charter Revision Commission was called to order at 6:03 p.m. in the Large Program Room of the Simsbury Public Library. Present were: First Selectman Lisa Heavner; Board members Michael Paine, Elaine Lang, and Christopher Kelly. Absent were: Cheryl Cook and Sean Askham. Charter Revision Commission members included: Chairman Hadley Rose; Commission members Jeff Tindall, James Ray, Paul Henault, Mary Glassman, Robert Crowther, Edward Pabich, Lydia Tedone, Melissa Osborne and Tom Benneche. Others in attendance included: Thomas Cooke, Director of Administrative Services; Attorney Robert DeCrescenzo; Jeff Shea, Town Engineer; Tom Roy, Director of Public Works; David Gardner, Assessor; Sean Kimball, Finance Director/Treasurer; and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about the Charter Revisions, Town Management form of government, tax bills, Performing Arts Center, concerts at the Meadows, the Senior Center, and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about events in Dallas, corruption, the Charter, and other issues.

Chip Houlihan, 2 Somerset Lane, spoke about possible elimination of the Economic Development Commission. He feels this Commission should be reserved as it is vital to the Town. Mr. Houlihan also spoke about changing form of government.

Ms. Heavner said the First Selectman’s report will be done after item g) Discussion and possible action on draft Final Report of the Charter Revision Commission.

PRESENTATION

Mr. Shea said he was asked to put together a brief summary of the capital projects. He presented the Board a report stating fifty-six projects which are in varying stages of construction and design.

Ms. Heavner said this reporting was started in 2009 and is now being done again. It is a very helpful report for the Board.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Lang made a motion to approve tax refunds in the amount of \$3,540.87 as requested and approved by the Tax Collector. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Authorize the First Selectman to execute a contract with Northeast Revaluation Group, LLC for the 2017 Revaluation Project subject to approval by Town Counsel

Ms. Heavner said the Board now has a new recommendation for the revaluation project.

Mr. Gardner said he received bids for the revaluation project. He went through his chart and asked for an approval for Municipal Valuation for \$141,000.

Mr. Paine made a motion to authorize the First Selectman to enter into contract with Municipal Valuation for the 2017 revaluation project subject to approved of the contract by Town Counsel, as recommended. Ms. Lang seconded the motion. All were in favor and the motion passed.

c) Accept Donation in the amount of \$2,467.20 from Stop & Shop for the Feed-A-Friend Program

Mr. Paine made a motion to accept a donation, in the amount of \$2,467.20, from Stop & Shop for the Feed-A-Friend Program with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Refer pursuant to CGS §8-24 Potential Sale of 23 Mountain Road to the Planning Commission

Ms. Heavner said the Town became the owner of the property on 23 Mountain Road as a result of a tax foreclosure on this property in 2015. Town staff recommend the sale of the property. An 8-24 referral to the Planning Commission is the first step in this process. Once the Town is prepared to proceed with the sale, the Town will retain the services of a real estate agent.

Ms. Lang made a motion to refer the potential sale of 23 Mountain Road, in Tariffville, to the Planning Commission pursuant to CGS §8-24. Mr. Kelly seconded the motion. All were in favor and the motion passed.

e) Refer pursuant to CGS §8-24 Approval of Easements for 20 Hopmeadow Street to the Planning Commission

Ms. Heavner said the developers are seeking easements from DOT and DEEP to permit installation of a sewer line to run east from 20 Hopmeadow Street through DOT and DEEP owned property to connect with an existing Town sewer line. Simsbury Developers, LLC are seeking to bring this matter before the Planning Commission at its July 26th meeting. Once the easements have been approved by DOT and DEEP, the proposal would return to the Board of Selectmen for final approval and recording in the land records.

Mr. Paine made a motion to refer the request of Simsbury Developers, LLC, owner of 20 Hopmeadow Street, for approval of easements from the Department of Transportation (“DOT”) and the Department of Energy and Environmental Protection (“DEEP”) to facilitate sewer services for the development of 20 Hopmeadow Street to the Planning Commission pursuant to CGS §8-24. Ms. Lang seconded the motion. All were in favor and the motion passed.

f) Authorize Purchase of Streetlights

Ms. Roy said the Town has been working with ESCO Energy Services Company to conduct a detailed inventory of all the public street lights in Simsbury currently owned by Eversource. He said the purchase of 651 lights and 127 poles is \$560,731. He said he is ready to move forward with the purchase of these lights and immediately begin re-lamping these lights with LED lights. He may also include additional features with these new lights, including wi-fi connectivity, dimming and replacement notifications. Assuming we are to move forward with this project, the Town needs to execute a letter of intent with Eversource for the purchase of the lights and enter into an agreement with ESCO for the re-lamping and inventory work.

Mr. Kelly made a motion to:

- A) Authorize the First Selectman to execute the necessary agreements with Eversource to purchase the street lights and poles with a value of \$560,731 and
 - B) Authorize the First Selectman to enter into an agreement with ESCO Energy for the re-lamping and maintenance services of street lights with a maximum value of \$304,269 (based on the Capital budget of \$865,000)
- All agreements will be reviewed by Town Counsel

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

g) Discussion and possible action on draft Final Report of the Charter Revision Commission

Attorney DeCrescenzo went through the process for proposed changes to the Charter.

Ms. Heavner said there is no voting tonight. She thanked the Charter Revision Commission on their hard work. She said at the last Board of Selectmen meeting, four issues were sent back to the Charter Revision Commission to discuss: Leaving the EDC in the Charter; having a separate Culture Commission; not combining Planning and Zoning; and Form of Government.

Mr. Rose and other Charter Commission members said they felt the EDC wasn't functioning well and wasn't accomplishing goals. They feel the Board of Selectmen can appoint adhoc or special committees when needed instead of keeping EDC. Also, not having the EDC would cut staff time for attending more meetings.

There was discussion on the EDC, with having a task force for different issues and shortening the terms of service, which might bring in more talent. There was also discussion on changing the description of the Commission. The EDC doesn't need to be in the Charter, it can be made by ordinance instead.

Mr. Rose said the Charter Revision Commission felt that a Culture Commission should be separate from Parks & Recreation so they can give special focus to certain areas. They also felt this could garner more volunteers with specific interests. The Board of Selectmen did feel this was a good idea.

There was discussion on not combining Planning and Zoning. The Charter Revision Commission said a number of residents asked that they remain separate. The Commission seems to do a lot of Zoning, but not a lot of Planning. There was also some discussion on having joint meetings with Planning and Zoning. The Task Force made a recommendation to combine the Commissions. There was a 9-2 vote in favor of combining them. Combining them would also save on staff time.

Mr. Paine said he thinks Planning and Zoning do have different functions. However, combining them might speed up the timeline for developers.

There was a lot of discussion on changing to Town Manager. Also about the First Selectman having to recuse herself during salary decisions. Wording is needed to set the salary of a Town Manager without having a specific dollar amount.

Ms. Heavner said this could be formed like the chairman of the Board of Education, where they don't get a salary, but submit an expense report.

Ms. Lang said she felt that the Commission looked at town that are geographically close to Simsbury, but don't actually resemble Simsbury. Mr. Rose said they weren't able to get any of those towns here for that discussion. They would like to try to meet with them to discuss this issue.

There was also some discussion on having a Chief Administrative Officer, but the Charter Revision Commission said it just wasn't compatible to have a Chief Administrative Officer and then have a First Selectman that had more authority.

There was also discussion on the salary of a Town Manager, the budget, accountability of that person, hiring of that person, and other issues. There was also some discussion on the salary of the First Selectman if changing to a Town Management form of government.

The Charter Revision Commission said they also touched on the Board of Education. They did question the number of people and changing of their terms.

There was some discussion on Section 412, 503 and 701. Attorney DeCrescenzo explained these sections. He also read the statutes on what is needed for the Board of Selectmen to vote on the proposed changes in the Charter.

The Board of Selectmen thanked the Charter Revision Commission for their hard work and time on this proposal. There was great insight with this joint meeting tonight. Everyone is looking to do their best for Simsbury.

Mr. Henault made a motion to close the Joint Meeting of the Board of Selectmen and Charter Revision Commission at 8:15 p.m. Melissa Osborne seconded the motion. All were in favor and the motion passed.

FIRST SELECTMAN'S REPORT

Ms. Heavner said Simsbury was ranked as a top five Town in Connecticut for solar progress. To see the rankings visit <http://www.nhregister.com/business/20160630/yale-scorecard-ranks-towns-solar-progress>.

Ms. Heavner said everyone is invited to meet Sarah Loudenslager, Simsbury Library's new Business Resource Coordinator, on July 12th from 4:30 – 6:30 p.

Ms. Heavner said tax bills were mailed on June 28th. Taxes are due July 1st, with the last day to pay on August 1st. She also reminded everyone to verify your bills due to the issues at DMV. If you have any questions, please call the Assessor's office at (860) 658-3251.

Ms. Heavner said the construction of the Veterans Memorial Project is scheduled to begin around July 18th with completion anticipated by November 1st. There will be periodic closures of the vehicle entrance to the Simsbury Public Library from Hopmeadow Street, so please use the access on Library Lane.

Ms. Heavner said the Town recently launched a service to help make residents aware of municipal legal notices. Everyone can sign up on www.simsbury-ct.gov/subscriber.

Ms. Heavner said there are three concerts left at the Simsbury Meadows Performing Arts Center for all to enjoy. For more information visit: <http://simsburymeadowsmusic.com>.

Ms. Heavner said all ages can drop-in to the program room at the Library for a family movie on July 13th, July 27th, August 3rd, and August 10th at 6:30. These movies are free to the public.

Ms. Heavner said the 42nd season of the Simsbury Community Band is underway on Wednesday, July 13th; July 20th; and July 27th at 7:00 p.m. For more information visit: <http://www.simsburyband.org>.

Ms. Heavner said Septemberfest is a three day festival of family, food, fun and entertainment with a Friday night fireworks display. For more information visit: <http://simsburymeadowsmusic.com/events/septemberfest-2016>.

Ms. Heavner said the 31st Annual Simsbury Fly-In and Car Show will be held on September 18th. For more information visit: www.simsburyflyin.com.

Ms. Heavner reminded everyone to sign-up for three emergency alerts – Town News and Announcements; Simsbury Community Alerts; and CT Alerts.

Ms. Heavner reminded everyone that the Town Road Paving Schedule is on <http://www.simsbury-ct.gov/sites/simsburyct/files/uploads/pavingschedule2016.pdf>.

Ms. Heavner said beginning June 27th construction will take place on the new Ice Rink Warming Room at Simsbury Farms. Everyone’s cooperation is appreciated during this construction project.

Ms. Heavner reminded everyone that the Electric Vehicle Charging Station is up and running and free to the public.

Ms. Heavner said there will be a ribbon cutting at “Peachwave” on July 13th and at the Law Offices of Nicole Veno, LLC on July 12th.

Ms. Heavner said to look on the Town website to see all projects under construction and the projects on the horizon.

OTHER BUSINESS

There is no other business at this time.

APPOINTMENTS AND RESIGNATIONS

a) Acknowledge the resignation of Mona Herman (D) as a regular member of the Aging & Disability Commission effective June 29, 2016

Ms. Lang made a motion to acknowledge the resignation of Mona Herman as a regular member of the Aging & Disability Commission effective June 29, 2016 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Acknowledge the resignation of Anita Mielert (D) as a regular member of the Charter Revision Commission effective July 4, 2016

Ms. Lang made a motion to acknowledge the resignation of Anita Mielert as a regular member of the Charter Revision Commission effective July 4, 2016 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Appoint Mary E. Vincent of Vincent Funeral Home, 880 Hopmeadow Street as a Sub-Registrar of Vital Statistics effective July 11, 2016 through the term of the current Town Clerk

Ms. Lang made a motion to appoint Mary E. Vincent, of Vincent Funeral Home, as a Sub-Registrar of Vital Statistics effective July 11, 2016 through the term of the current Town Clerk. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Special Meeting of June 27, 2016

There was no action taken and, therefore, the minutes were adopted.

b) Regular Meeting of June 27, 2016

There was no action taken and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

Ms. Heavner said the discussion on the Performing Arts Center will be held in September so more information can be obtained.

Ms. Heavner thanked all the volunteers who put together the car show together. It was fabulous.

She also thanked all of the Town volunteers who make this Town so great.

ADJOURN

Ms. Lang made a motion to adjourn at 8:22 p.m. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOS PERSONNEL SUBCOMMITTEE
&
BOARD OF SELECTMEN MEETING
AGENDA SUBMISSION FORM

1. Title of submission:

Approval of UConn MPA Internship & Professional Practicum Job Profile

2. Date of submission:

8/4/2016

3. Date of Board Meeting:

8/8/2016

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

Sean Kimball – Director of Finance/Treasurer

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

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

Approve the attached UConn MPA IPP Job Profile.

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

The Town of Simsbury has an opportunity to participate in the University of Connecticut's Internship and Professional Practicum program for FY17. Under this program, second-year graduate students pursuing their Masters in Public Administration are matched with public agencies to provide 15 hours/week of high quality support over 9 months. The cost of the program for FY17 is \$15,250 which will be shared by the Finance and First Selectwoman's Office.

The FY17 IPP program runs from August 23, 2016 – May 22, 2017, which is ideal for analytical and budget preparation support throughout Simsbury's budget development process. Additionally, the IPP Intern will be asked to support the roll out of an online budget information system for the public as well as capital improvement planning, cash flow analysis and gathering data for the Comprehensive Annual Financial Report. Additional planned duties are outlined in the attached profile.

Sean Kimball, Director of Finance/Treasurer, was a 2009 participant in the UConn IPP program and served in the City of New Haven's Office of Management and Budget. The program has an excellent track record of matching skilled graduate students who are committed to advancing their careers in municipal government.

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

Due to current vacancies in the Finance Department and First Selectwoman's office, there is adequate funding available to cover IPP program costs for FY17.

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

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

- Proposed IPP Job Profile
- UConn MPA IPP Program Brochure
- IPP Placements During Past 9 Years



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

TITLE: UConn IPP Intern **GRADE:** Unaffiliated
DEPARTMENT: Finance/Central Admin **DATE:** July 2016

INTERNSHIP & PROFESSIONAL PRACTICE (IPP) PROFILE

POSITION DESCRIPTION:

The IPP intern will provide research and analytical support in a variety of areas including but not limited to budget preparation and analysis, financial reporting, capital and debt planning, updating policies and procedures, collective bargaining data research, and the implementation of new web-based financial tools. Projects may cover topics such as public budgeting, performance measurement, strategic planning, debt management, and contract negotiations.

Work is performed under general supervision. Position reports primarily to the Director of Finance/Treasurer (a UConn IPP Alum), but will also provide support the First Selectman and/or Director of Administrative Services with relevant special projects.

FISCAL YEAR 2017 EXPECTED DUTIES:

- Gather data and conduct budget analytics/projections for the preparation of the FY2018 town operating and capital budgets.
- Assist the First Selectman with the redesign of FY2018 budget materials and presentations and the inaugural Citizen's Guide to the Budget.
- Develop and edit departmental budget narratives, mission statements, accomplishments and goals.
- Collecting data for the development of the FY16 Comprehensive Annual Financial Report.
- Supporting the Finance Director in the refinement of cash flow projections for capital projects on the Town's 5 Year Capital Improvement Plan.
- Supporting the Board of Finance in the updating, consolidation and publication of the Town's financial policies.
- Consolidate and organize Department of Finance policies and procedures.
- Support the Director of Administrative Services with gathering and analyzing benchmarking data such as salary data used in the collective bargaining process.
- Assist with the rollout of Simsbury's web-based OpenGov budget reporting tool.
- Research Human Resource Information Systems and provide recommendations in advance of Town procurement of an HRIS system.
- Assisting with the creation of the Town of Simsbury Annual Report.

Telephone (860) 658-3200
Facsimile (860) 658-9467

An Equal Opportunity Employer
www.simsbury-ct.gov

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

HOURS & WORK LOCATION:

Work hours are flexible, depending on student's availability. Town Hall is open Monday 8:30am – 7:00pm, Tuesday – Thursday 8:30am – 4:30pm, Friday 8:30am – 1:00pm. The work location is Simsbury Town Hall, 933 Hopmeadow Street, Simsbury.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Ability to lift books, boxes and other materials, weighing up to twenty-five (25) pounds, from shelves ranging from 6" to 8' from the floor and return them to their proper place(s)
- Ability to stand and walk for extended periods of time; move throughout Town Hall; bend, reach and crouch to shelve and retrieve materials; push and pull carts loaded with materials
- Ability to read fine print materials
- Ability to work in office and public settings subject to continuous interruptions and background noises
- Ability to be flexible and adapt in a fast paced, complex and changing environment

COMMUNITY PROFILE:

Located in Connecticut's Farmington Valley, 11 miles northwest of Hartford, Simsbury is an AAA bond rated community with a population of 23,700 and a \$92 million operating budget. Town residents value strategic economic development, excellent schools, quality services, preservation of open space, fiscal discipline, and maintenance of the town's historic character.

Nestled in a beautiful river valley tucked between two dramatic ridges, the suburb of Simsbury has become a tourist destination. Major attractions include the Old Drake Hill Flower Bridge, the Pinchot Sycamore (biggest tree in Connecticut), the Performing Arts Center (summer home to the Hartford Symphony), and some of the most beautiful fall foliage in a state known for its magnificent color.

Settled in the 1670s, Simsbury features a charming New England downtown with historic houses, working farms, miles of hiking trails, a navigable river for kayaking, a rails-to-trails bike path, free bike rentals, two public golf courses, indoor and outdoor skating rinks, and incredible bird watching opportunities.

Ranked by Money magazine in 2015 as one of the 10 best places to live in America, Simsbury is listed by the National Trust for Historic Preservation as one of its "Dozen Distinctive Destinations," and is federally designated as a "Preserve America" Community. It was the American League of Cyclists first "bike friendly town" in CT and rated #1 by Bike Walk Connecticut.

Simsbury is a First Selectman-Board of Selectmen form of government, with the First Selectman serving as the Chief Executive Officer responsible for overseeing the day-to-day operations of the Town.

COVER LETTER AND RESUMES:

Please send your cover letter and resumes to ipp@uconn.edu

UConn

DEPARTMENT OF PUBLIC POLICY



“Our department would not have been able to achieve the gains in performance that we have made this year, without the assistance of our IPP interns.”



— Anne McIntyre-Lahner,
Director of Performance Management,
Connecticut Department of Children and Families

Quality of the UConn MPA Program

US News and World Report ranking

7th in the nation for the field
of Public Finance and Budgeting

In the top **17%** of all MPA
and public policy programs
in the country



IPP Program

Internship and Professional Practice for your agency

STATE AGENCIES • TOWN GOVERNMENTS • NONPROFITS

HIGHLY-SKILLED SUPPORT FOR YOUR AGENCY

The Internship and Professional Practice (IPP) Program matches the Department of Public Policy's second year MPA graduate students in state agencies, municipal government and nonprofit organizations for an entire academic year.

■ **585 HOURS:** Graduate Interns work on special projects and provide program support for 15 hours a week for nine months (August 23, 2016—May 22, 2017)—a total of 585 hours for 39 weeks.

■ **QUANTITATIVE & ASSESSMENT SKILLS:** Most students have completed a year of rigorous graduate study and have developed significant skills in finance and budgeting, research design, statistical analysis, economics, policy analysis, human resources and other key areas of public and nonprofit program management.

■ **LOW COST, HIGH YIELD:** The cost for an IPP intern to work in your organization is expected to be \$15,250.* We handle all the administrative paperwork and payroll details.

■ **THE RIGHT MATCH:** You interview the graduate students. Together we find the right match of a skilled student and your needs.

■ KEY PROGRAM DETAILS:

- Employers select qualified MPA students through a competitive application process.
- Classes are held in the evening, which allows the intern to work during the day.

■ TIMELINE (2016)

March 1: Intent to Participate Form Due

This is not a commitment by you, only an expression of intent. You have no obligation until you choose to select an IPP student.

April 1-22: Interviews, Selection and Offer Process

August: Supervisor Orientation and Your Chosen IPP Graduate Intern Joins the Work of Your Organization.

nonprofit.leadership.uconn.edu/IPP

**Due to ongoing University negotiations with the graduate employee union, final costs have not been confirmed.*

EXAMPLES OF RECENT HOST ORGANIZATIONS:

State Agencies

Center for Public Health and Policy
Department of Children and Families
Department of Economic and Community
Development
Department of Mental Health
and Addiction Services
Department of Motor Vehicles
Office of Fiscal Analysis
Office of Policy & Management
Office of the State Auditors

Local Government

City of Hartford
City of New London
City of New Haven
Newington School Board
Town of Barkhamsted
Town of Enfield
Town of Mansfield
Town of Newington
Town of West Hartford
Town of Windsor

Nonprofit Organizations

Achieve Hartford!
Excel Bridgeport!
Capitol Region Education Council
Fidelco Guide Dog Foundation
Governor's Prevention Partnership
Hartford Youth Scholars Foundation
Hartford Boys and Girls Club
Hospital for Special Care
New Haven Promise
Oak Hill
Our Piece of the Pie
Universal Health Foundation
YWCA Hartford Region



WHAT SUPERVISORS ARE SAYING:

STATE AGENCIES

*“We have been very happy with the quality of the
IPP Interns.”*

— Thomas J. Fiore, Section Director,
CT Office of Policy and Management

TOWNS AND CITIES

*“Our IPP Intern at Newington Public Schools,
surpasses expectations...her ability and
performance have been an asset in several diverse
projects in the school district. The IPP intern's
performance is a testament to the superior quality
of the MPA program and its students.”*

— Pamela Muraca, Assistant Superintendent
of Curriculum, Newington Board of Education

NONPROFITS

*“Our IPP intern performed like a member of our
staff in every aspect. It was as if I was able to hire
an additional team member at a fraction of the
cost. I highly recommend this.”*

— Roxanna Booth Miller, Co-Director and
Chief Development Officer, Hartford Youth
Scholars

Contact us:

David Garvey, Ph.D.
IPP Program Director
david.garvey@UConn.edu
Phone: 860-570-9087

Department of Public Policy
University of Connecticut
1800 Asylum Avenue, 4th Floor
West Hartford, CT 06117

dpp.uconn.edu





**COLLEGE OF LIBERAL
ARTS AND SCIENCES**

DEPARTMENT OF PUBLIC POLICY

Graduate Intern Placements 2006—2015

[Many Agencies Renew for Multiple Years]

Connecticut State Agencies

Capitol Region Council of Governments

working with Director of Special Projects

Capitol Region Education Council (CREC)

working in the Office of Communications

working in the Office of Data Analysis, Research and Technology

Center for Public Health and Policy

working with Planning Specialist

Department of Children and Families

working with Director of Multicultural Affairs

working with Director of Public Policy

working with Director of Results-Based Accountability

Department of Economic and Community Development

working on compliance project

working on strategic competitiveness project

Department of Mental Health and Addiction Services

working in the Office of Chief of Staff

working with Budget Director

working in Human Service Contract Unit

working with Assistant Director of Forensic Services

Department of Motor Vehicles

working in the Office of the Division Chief

working in the Office of Corporate and Public Relations

working in the Office of Planning, Research & Unit Analysis

working in the Office of Support Services

Governor's Office

working with Nonprofit Liaison to the Governor

Office of Auditors of Public Accounts

working with Executive Budget Officer

Office of Fiscal Analysis

working with Chief Budget Analyst

Office of Policy and Management

working with Executive Budget Officer

working with Officer of Labor Relations

working with Legislative Program Manager

working with Budget and Financial Management Division

Town Municipalities

Bristol Resource Recovery Facility

working with Director

City of Hartford

working with Mayor's Chief of Staff

working with Acting Deputy Director of the Department of Management and Budget

working on Department of Human & Health Services projects

working with Mayor's Director of Constituent Services

City of New Haven

working with Mayor's Chief of Staff

working with New Haven Public School's Chief of External Affairs

working in the Office of Management and Budget

working with Green Housing Development

City of New London

working with Director of Finance

City of Newington

working with Town Manager

Board of Education

working on Social Media

working on Curriculum projects with Superintendent of Schools

working with Deputy Superintendent

working with Director of Transportation Services

working with Associate Superintendent for Human Capital

City of Norwalk Redevelopment Agency

working with Senior Project Manager for Development

Town of Barkhamsted

Revising Plan of Conservation and Development

Town of Durham

Economic Development

Town of Enfield

Working with Town Manager

Town of Farmington

working with Town Manager

Town of Haddam

Economic Development

Town of Mansfield

working with Town Manager

working with Economic Development Manager

Town of New Britain

working with Captain of EMTS

Town of West Hartford

working in the Department of Public Works

working with Town Manager

working with Accounting Manager

Town of Windham

working with Director of Human Services

Town of Windsor

working with Town Manager

Nonprofits

American Federation of Teachers

working with Communications Director

Access Community Action Agency

working with the Executive Director

Achieve Hartford!

working with the Executive Director

working on Education Policy Research

American Red Cross of Connecticut

working with Senior Development Officer

Catholic Charities

working with Director of Migration and Refugee Services

Charter Oak Community State College

working with Director of Institutional Effectiveness

Community Health Center Association of Connecticut

Researching Federal Policy and SNAP

Connecticut Children's Medical Center

working with the Help Me Grow program

Connecticut Community Providers Association

working with CEO on public policy development

Connecticut Housing Coalition

working with Executive Director

Excel Bridgeport

working on Education Policy Research

Fidelco Guide Dog

working in the Office of the CEO

Governor's Prevention Partnership

working with Program Manager for the Connecticut Mentoring Partnership

Hartford Boys and Girls Club

working with President & CEO

Hartford Performs

working with Executive Director

Hartford Youth Scholars Foundation

working with Executive Director

Jewish Federation of Eastern Connecticut

working with Executive Director

Oak Hill

Economic impact, policy and business plan

Our Piece of the Pie

working on nonprofit policy analysis
working with Director of External Affairs

New Haven Promise

working with the Executive Director

South Kent School

working on school administration projects

Salvation Army of Greater Hartford

working with Director of Development

Traveler's Community Foundation

working with Vice President of Community Relations

Universal Health Care Foundation

working with Director of Advocacy
working with Campaign Manager

University of Connecticut

working at Center for Public Health and Health Policy, UConn Health Center
working with Chief Operating Officer
working with Coordinator of BEST Program
working with Director of Community Outreach
working with Director of the Office of Emergency Management
working with Director of Procurement of UConn Health Center
working with Director of Service Learning
working with Fire Chief
working on Graduate School Minority Recruitment Policies
working with Greater Hartford Campus Dean of Students
working with Greater Hartford Campus Director
working with Human Resource Benefits Manager
working with Office of Veterans' Affairs and Military Programs
working with Operations Manager, Office of Procurement, Storrs
working with Office of Urban Studies

YWCA Hartford Region

Public policy development

YWCA of Western Massachusetts

working on program evaluation with Director of Resource Development



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Modification of Position Descriptions –
Administrative Services/First Selectman's Office
2. **Date of submission:** August 3, 2016
3. **Date of Board Meeting:** Personnel Sub-Committee – August 4, 2016
Board of Selectmen – August 8, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Approve modifications to the position descriptions for the following positions:

- Deputy Director of Administrative Services
- Employee Benefits Coordinator
- Executive Secretary to the First Selectman/Selectwoman

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

The Administrative Services function has been operating with only two of its three positions since the appointment of Sean Kimball as Interim Director of Finance in February, 2016. With Mr. Kimball's appointment as Director of Finance and prior to the recruitment of a new Deputy Director of Administrative Services, we have re-evaluated the needs of the Finance Department and the Administrative Services function and prepared revised position descriptions to meet those needs.

Deputy Director of Administrative Services. This role has been redesigned to:

- Increase support to the Director of Finance for budget analysis and projections and to the First Selectwoman for preparation of the First Selectwoman's budget;
- Focus the risk management function on working with the town's insurance carrier on risk transfer initiatives; and
- Increase communications responsibilities, including responsibilities for the website and support of on-line budget information and software tools.

Many of the position's existing responsibilities will remain with it. A significant portion of the human resources and benefits functions previously covered by the position would be moved to the proposed Employee Benefits and Human Resources Coordinator position.

Employee Benefits and Human Resources Coordinator. The Employee Benefits Coordinator position has been modified to:

- Provide primary support to the Director of Administrative Services on day-to-day human resources issues;
- Increase responsibilities for retirement plan administration, in coordination with the Director of Finance; and
- Increase responsibility for employee safety administration such as participation on the Town's employee Safety Committee, workers compensation matters and OSHA compliance issues.

Given the synergies of the employee benefits and human resources activities, it makes sense to combine these functions in one position. During the interim period, Mr. Gomes has successfully taken responsibility for most day-to-day human resources responsibilities. Many of the administrative functions of the existing job description would be transferred to the proposed Executive Assistant position.

Executive Assistant to the First Selectman/Selectwoman. This description has been revised to give the position greater administrative responsibility, including significant responsibility for maintenance of departmental records, coordination of annual leave process reviews, responsibility for town reporting requirements and other functions as listed in the draft. The changes recognize that many traditional secretarial functions take less time and/or are less significant in the face of technological changes, and that technological competency in the position can be used to expand responsibilities and relieve administrative pressures on other positions.

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

Increases in responsibility for the pre-existing Employee Benefits Coordinator and Executive Secretary positions will increase compensation recommendations for these positions. Changes to the Deputy Director of Administrative Services position and the fact that the town will be recruiting for a new employee for this position will result in savings. The town does not plan to fill the Communications Specialist position at this time, resulting in additional savings. Salary ranges for the three positions will be re-evaluated.

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

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

Revised job descriptions.

Town of Simsbury

TITLE: Deputy Director of Administrative Services

DATE: ~~July 1, 2014~~ August 8, 2016

DEPARTMENT: First Selectman's Office

SALARY RANGE: \$65,000 - ~~\$100,000~~ \$95,000

POSITION DESCRIPTION:

Responsible for assisting the Director of Administrative Services with collective bargaining negotiations, ~~the development and administration of the Town's human resources program and for supporting the First Selectman and the Board of Selectmen with Town initiatives, and operations and communications.~~ Provides assistance to the Board of Selectmen from time to time, Has primary responsibility for the ~~Town's~~ town's risk management program, supports the First Selectman or Selectwoman with preparation of the budget and provides support a supporting role for budget preparation and analysis under the direction of the Director of Finance.

SUPERVISION RECEIVED:

Works under the direction of the Director of Administrative Services. With respect to risk management and budget analysis responsibilities, works under the direction of the Director of Finance and the First Selectman or Selectwoman.

ESSENTIAL JOB FUNCTIONS:

Human Resources Responsibilities include:

- Provides support in the collective bargaining process including development and preparation of proposals for presentation, analysis and evaluation of proposals received, attendance and participation at negotiation, mediation and/or arbitration sessions, maintaining files and transcribing notes from meetings.
- ~~Drafts correspondence concerning grievances for review and ensures timelines set forth in the collective bargaining agreements are met.~~
- ~~Supports the Director of Administrative Services in administering and evaluating the staffing program, including recruiting, testing, reference checking, selection, orientation, transfers and promotions.~~
- ~~Works with department directors to prepare for upcoming vacancies by evaluating and updating job descriptions.~~
- Provides administrative research support in administering the compensation program, including salary surveys, position classification, position evaluation, and wage administration, ~~and performance evaluation.~~

- Researches, analyzes and edits data as required, completes special projects and reports, ~~such as the EEO-4 report~~, and assignments, under deadline pressure, with speed and accuracy.
- ~~Maintains confidential human resources files and records.~~
- ~~Provides oversight of Employee Benefits Coordinator and serves as technical back-up for benefits administration.~~

Risk Management Responsibilities include:

- Develops and oversees the town's Risk Management program to be implemented in each ~~Town-town~~ department which is designed to minimize the risk to town property and town assets, including development of contractual risk transfer clauses. Works with the Employee Benefits and Human Resources Coordinator on programming to minimize the risk of injuries, accidents and associated costs.
- ~~Assists in tracking and scheduling employee safety training~~
- ~~Serves as Chair of the Town Management Employee Joint Safety Committee and coordinates all meetings.~~
- Coordinates safety inspections and audits, makes safety recommendations and follows through on implementation.
- ~~Responsible for Worker's Compensation reporting.~~
- ~~Complies with requirements of OSHA Standards, other legislation and related Occupational Health and Safety Procedures developed by the Town.~~
- Works closely with the ~~Town's-town's~~ insurance carrier to update property schedules, evaluate the risk potential for proposed events or initiatives.
- Responsible for submitting non-employee-related incident reports, reports of injury and loss notices as well as notices of legal action and for coordinating coverage with the Town's insurance carrier(s).

Retirement Benefits Administration includes:

- ~~In collaboration with the~~ Supports the Employee Benefits and Human Resources Coordinator, ~~administers the~~ with administration of the ~~Town's-town's~~ defined benefit and defined contribution plans including but not limited to:
 - Initiating and terminating pension distributions for retirees;
 - Monitoring and verifying pension distribution amounts;
 - Meets with employees to review pension plan retirement options; and
 - Provides administrative and technical back-up to the Employee Benefits and Human Resources Coordinator

Budget Analysis Responsibilities include:

- Under the direction of the Director of Finance, Wworks with the First Selectman or Selectwoman, ~~and the~~ Director of Administrative Services ~~and the Director of Finance~~ on the preparation of budgets and has primary responsibility for gathering relevant information and preparing the annual Capital Improvement Program (CIP) recommendations.

- Prepares the First Selectman/Selectwoman's budget presentations for town budget hearings, public hearings and workshops.
- Supports the Director of Finance ~~Director~~ with preparing budget documents and coordinating legal notices for publication and distribution online and in newspaper.
- Supports the Director of Finance ~~Director~~ by working with Town-town departments to evaluate budget status information throughout the year.
- ~~• Provides financial analysis support in the collective bargaining process including preparation of financial models and scenarios and quantifying the financial impact of union and Town proposals.~~
- Supports the Director of Finance with budget projections, reporting and analysis, revenue estimates and state budget indications.
- Maintains on-line budget webpage and software tools.
- Assists the Director of Finance with preparation of the Comprehensive Annual Financial Report (CAFR).

Project Management and General Government Operations include:

- ~~• Serves as the Veterans Point of Contact for the Town of Simsbury.~~
- Assists the Director of Administrative Services with policy development and implementation, receiving visitors and calls, handling confidential information and answering routine procedural questions.
- Represents the office of the Director of Administrative Services in Town meetings and meetings with the public.
- ~~• Develops and maintains web-based and e-mail based communications programs, including communications content, for dissemination of information from the First Selectman's Office and the Director of Administrative Services to Town residents and Town employees on a routine basis and in the context of emergency operations.~~
- ~~• Prepares annual report in consultation with the Chair of the Board of Finance.~~
- ~~Schedules and coordinates various training seminars, various employee programs, or special events.~~
- Processes forms and documents within generally established procedures. Checks for adherence to requirements and accepted administrative practice. Prepares materials for meetings in accordance with FOIA requirements. Compiles activity reports.
- Works with department heads to identify grant opportunities and provides support in the preparation and filing of grant applications.

Communications Responsibilities include:

- Drafts communications for posting on the town's website and for inclusion in press releases, town e-mails, Twitter, Facebook and other media/social media as specified by the First Selectman/Selectwoman and the Director of Administrative Services
- Responsible for layout of communications to ensure maximum impact and accessibility
- Is available on-call and will be considered "essential" and therefore available to assist with all aspects of communications during emergency operations
- Assists other departments with development and posting of website communications materials

- Assists the Director of Finance with the preparation of the Annual Report.
- Develops and maintains web-based and e-mail based communications programs, including communications content, for dissemination of information from the First Selectman's Office and the Director of Administrative Services to town residents and town employees on a routine basis and in the context of emergency operations.
- Performs other communications functions for the First Selectman's Office as necessary

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Strong knowledge of current office technology, including but not limited to Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Proficiency with personal computers and ability to work with Town-town technical staff on the development and maintenance of websites, use of software and use of web-based applications and social networks.
- Considerable ability in oral communications and written communications.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the First Selectman's Office, and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, Town-town officials, representatives of other agencies, and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to finger, handle, and operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.

- Ability to handle stressful situations.
- Ability to move throughout ~~Town~~town buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED MINIMUM QUALIFICATIONS:

| Masters of Public Administration or equivalent educational experience; public and/or private sector employment experience which includes training and/or experience with finance, human resources and collective bargaining. Experience with finance, human resources and benefit administration is beneficial.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

Town of Simsbury

TITLE: Employee Benefits and Human Resources Coordinator

DATE: ~~July 14, 2014~~ August 8, 2016

DEPARTMENT: First Selectman's Office

SALARY RANGE: \$55,000 - \$75,000

POSITION DESCRIPTION:

Responsible for administration of ~~Town's~~ town's employee benefit programs, serving as primary contact for employees, management, and vendors on benefits matters. ~~In coordination with the Deputy Director of Administrative Services,~~ Directs and plans the day-to-day operations of the Town's health, dental, disability, worker's compensation, life insurance, retirement plans and HSA plans for active and retired employees. Responsible for employee safety and workers compensation programs. Supports the Director of Administrative Services ~~and the Deputy Director of Administrative Services~~ with union contract negotiation and administration and ~~assists as necessary with~~ day-to-day human resources matters.

ESSENTIAL JOB FUNCTIONS:

Retirement Benefits Administration includes:

- ~~In collaboration with the Deputy Director of Administrative Services,~~ In coordination with the Director of Finance, administers the Town's defined benefit and defined contribution plans including but not limited to:
 - Coordinating the calculation of pension benefits and estimates;
 - Determining and processing proper pension deductions;
 - Processing requests for benefit calculations and beneficiary designation change forms; and
 - ~~Assisting employees with enrollment in defined contribution plans, designation of beneficiaries and roll-over of defined contribution plan savings;~~ and
 - ~~Providing administrative back-up to the Deputy Director of Administrative Services.~~

Health and Other Employee Benefits and Human Resources Administration includes:

- Coordinates daily benefit processing including new enrollments, COBRA, terminations, HIPPA, changes, beneficiaries, disability, death claims and health & dental claim resolution.
- Resolves discrepancies and provides information in non-routine situations.
- Provides superior service to employees, management and union representatives.
- Investigates new benefit programs, improvements to existing programs, supervises and monitors benefit plans and benefit vendor performance:

- Performs monthly contribution and vendor payment audits;
 - Analyzes the current benefits, evaluating the usage, services, coverage, effectiveness, cost, plan experience, and competitive trends in benefits programs;
 - Reviews both short and long range cost estimates projections;
 - Surveys industry trends, analyzes complex benefit information, forecasts trends and assists with future benefit designs;
 - Assists in the management, negotiation and implementation of the renewal process in collaboration with the Director of Administrative Services, Finance, vendors and brokers;
 - Develops specific recommendations and long-range objectives in conjunction with the Town's town's advisors for review by the Director of Administrative Services and Finance; and
 - In collaboration with the Director and Deputy Director of Administrative Services and Finance, monitors administrative costs of benefit programs and recommends cost containment strategies.
- -Coordinates the annual Health Fair and Open Enrollment and promotes both events to active and retired employees
 - Administers the Town Wellness Program and coordinates annual health evaluations and supports the Finance Department in calculating incentive payments due to participating employees.
 - Oversees maintenance of employee benefit files and updates employee benefits records as necessary.
 - In collaboration with Finance Department, gathers employee data and oversees the processing of monthly billings and the preparation of vouchers for payment of administrative fees and premiums for all benefit plans.
 - Recommends plan design changes to maximize employee health and cost efficiencies;
 - In collaboration with the ~~Deputy~~ Director of Administrative Services, develops and coordinates return to work and absence management programs and initiatives.
 - ~~In collaboration with the Executive Secretary to the First Selectman, consolidates and maintains employee database and records, prepares regular benefit reports extracting data from the database, develops and maintains forms (benefit enrollment, finance action forms, pension and HR action/ status change forms).~~
 - Researches and assists with strategies to implement employee “self-service” management as it relates to the Town's town's compensation, benefit and pension plans.
 - Works directly with the Director of Administrative Services on human resources matters of all types, including but not limited to union contract interpretation, grievances, disciplinary matters, counseling, preparation and posting of position descriptions.
 - Assists with compliance with federal and state statutes and regulations including but not limited to ACA, HIPAA, FMLA and the ADA.
 - Supports the Director of Administrative Services and the Deputy Director of Administrative Services with union contract negotiation and administration, and assists as necessary with day-to-day human resources matters.
 - Conducts new hire orientations and, on-boards new employees, including the coordination of drug testing, physicals, and completion of paperwork, reviews paperwork submitted by new employees, files paperwork appropriately and performs follow-up as necessary.

- ~~Reviews paperwork submitted by new employees and files appropriately and performs follow up as necessary.~~
- ~~Coordinates the mandatory drug testing program and schedules physicals for new employees.~~

Employee Communications includes:

- Provides training to employees, department heads, supervisors and union leadership to insure understanding of the ~~Town's town's~~ benefits programs, processes and procedures.
- Develops communication tools to enhance understanding of the ~~Town's town's~~ benefits package.
- Designs and distributes materials for benefit orientations, open enrollment and summary plan descriptions.
- Creates and conducts presentations related to the ~~Town's town's~~ benefit programs.
- Assists with the implementation of improved HRIS programming.

Compliance-Employee Safety Administration includes:

- ~~Assists the Director of Administrative Services and the Deputy Director of Administrative Services with Responsible for the town's OSHA and workers compensation compliance initiatives, including but not limited to safety training and audits with applicable State and Federal government regulations including but not limited to ACA, HIPAA, FMLA, Workers Compensation, OSHA and ADA.~~
- Chairs the town's employee Safety Committee.
- Assures timeliness and accuracy of required filings.

Human Resources support includes:

- ~~Supports the Director of Administrative Services and the Deputy Director of Administrative Services with union contract negotiation and administration and assists as necessary with day to day human resources matters.~~
- ~~Conducts new hire orientations, on boards new employees including the coordination of drug testing, physicals, and completion of paperwork, reviews paperwork submitted by new employees, files paperwork appropriately and performs follow up as necessary.~~
- ~~Reviews paperwork submitted by new employees and files appropriately and performs follow up as necessary.~~
- ~~Coordinates the mandatory drug testing program and schedules physicals for new employees.~~

ADDITIONAL JOB FUNCTIONS:

- Prepares monthly health insurance bills to retirees and COBRA participants for review by the Deputy Director of Administrative Services and the Finance Department.
- ~~[Pending:] Provides back up support for Board of Education employee benefits staff in connection with administration of health care programs.~~
- May perform additional tasks and duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Strong knowledge of Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Considerable ability in oral communications and written communications.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the First Selectman's Office and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, Town-town officials, representatives of other agencies and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to finger, handle, and operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Work environment includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout Towntown buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED MINIMUM QUALIFICATIONS:

A Bachelor's degree with a minimum of five years of employee benefits experience in the public and/or private sector. Must be a Certified Employee Benefit Specialist (CEBS) or must be willing to become a CEBS within the first two years of employment. Human Resources certification by the Society for Human Resources Management (SHRM) a plus.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

Town of Simsbury

TITLE: Executive ~~Secretary~~Assistant _____
\$70,000

RANGE: \$50,000-

DEPARTMENT: First Selectman's Office
2016

DATE: ~~November 8, 1999~~August 8,

POSITION DESCRIPTION:

Performs secretarial and administrative work of a confidential and responsible nature for the First Selectman/Selectwoman. Provides technical support to Administrative Services department. Responsible for office document management, including paperless initiatives. Answers telephone, screens calls and refers to other ~~Town-town~~ departments. Receives guests and residents in the office, types letters, correspondence and reports, and performs other secretarial and clerical duties.

ESSENTIAL JOB FUNCTIONS:

Secretarial Duties include:

- Plans and organizes work according to standard office procedures and prioritizes duties.
- Answers telephone responding directly where possible and referring all others to appropriate persons, handles complaints tactfully.
- Types, transcribes and drafts confidential letters, reports and records; composes correspondence, notices, minutes, records proclamations and other materials as required; duplicates, files and maintains records.
- Prepares the First Selectman/Selectwoman's calendar and arranges appointments and meetings.
- Responds to inquiries and requests for information.
- ~~Prepares department budget for office supplies and places purchase orders for these items.~~
- Assists in preparing Board of Selectmen agenda and packages, coordinates meeting notices and arranges meals for dinner hour meetings.
- Operates a personal computer for word processing, spreadsheets and databases purposes.
- ~~Performs special assignments, studies and routine administrative duties.~~
- Opens and distributes mail; updates board members.
- Conducts research including telephone surveys.
- Reviews local news media and drafts letters of recognition for signature by First Selectman/Selectwoman.
- ~~Maintains Town mailing list of elected and appointed officials current and available to the public.~~

- Assists with the preparation of budget books for presentation of the First Selectman's budget.
- Maintains appropriate files and records as may be required.
- ~~Prepares financial documentation for payment of statements and invoices.~~
- Provides backup secretarial services to the Director and Deputy Director of Administrative Services.
- Keeps calendar of all ~~Town-town~~ meetings in Town Office Building and reserve rooms for such.
- Occasionally required to work evening meetings.
- Performs other related duties as assigned.

Administrative Duties include:

- Prepares Administrative Services department budget with the Director of Administrative Services.
- Prepares purchase orders for Administrative Services department.
- Prepares financial documentation for payment of statements and invoices.
- Working with the Employee Benefits and Human Resources Coordinator:
 - Consolidates and maintains employee database and records, develops and maintains forms (benefit enrollment, personnel action forms, pension and HR action/ status change forms).
 - Assists with the employee on-boarding process including preparation and filing of new employee paperwork including the coordination of drug testing, physicals, and completion of all on-boarding paperwork.
 - Assists with annual EEO, OSHA and other reporting requirements.
- Responsible for maintenance of departmental records, including employee records, and for compliance with state records retention requirements.
- Responsible for oversight of normal employee leave documentation and coordinates the annual leave review process.
- Assists Director of Administrative Services with development of improved HRIS capacity.
- Performs special assignments, studies and routine administrative duties as requested.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Working knowledge of policies and procedures of the assigned work in the First Selectman's Office.
- Working knowledge of office management and ~~standard- state~~ record ~~maintenance~~ retention requirements and procedures applicable to the First Selectman's Office.
- Knowledge of ~~Town-town~~ budgeting and accounting procedures.
- Ability to properly interpret laws, regulations and policies related to licensing and other matters presented to the First Selectman's Office.
- Ability to plan, organize and coordinate work.
- Ability to perform secretarial, ~~and~~ clerical and administrative duties.

- Ability to ~~type and operate a personal computer~~ use current office technology and software (including but not limited to Microsoft Office, Excel, Word, Access and Power Point).
- Ability to meet and deal tactfully and effectively with public officials, employees and the public.
- ~~Ability to operate office equipment as required, including but not limited to a PC for database management, report writing, word processing and spreadsheets; telephone, electronic calculator, adding machine, fax machine and copying machine.~~

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

The physical and mental effort demands as well as the environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Must be able to sit at a desk or stand at an assigned location and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to ~~finger, handle,~~ operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to carry reports and office equipment weighing up to 25 pounds.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 7' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout the Town Hall and other ~~Town-town~~ buildings and sites.
- Operates a vehicle to run errands.

REQUIRED MINIMUM QUALIFICATIONS:

Graduation from high school plus one year of business school or college training or equivalent, plus 3-5 years of increasingly responsible, full time secretarial and office administrative experience, including 1-2 years of related experience in municipal government, with excellent computer skills utilizing Microsoft Word, Excel, Power Point, Access or similar software.

SPECIAL REQUIREMENTS:

Must possess a valid driver's license.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.

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