



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Finance Sub-Committee

August 2, 2022

2:30pm

Main Meeting Room, Town Hall, 933 Hopmeadow Street

SPECIAL MEETING AGENDA

Call to Order

- 1) Approval of Minutes
 - a. July 20, 2022
- 2) Potential Use of ARPA Funds
 - a. Non-Profit Funding Application
 - b. Business Funding Application
 - c. Other

Adjournment



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Finance Sub-Committee

Special Meeting

Wednesday, July 20, 2022

Main Meeting Room, Town Hall, 933 Hopmeadow Street

MINUTES

Members Present: Wendy Mackstutis, Amber Abbuhl, Heather Goetz

Staff Present: Amy Meriwether, Melissa Appleby

Others Present: Joan Coe

The meeting was called to order at 2:02pm.

1) Approval of Minutes – June 1, 2022

Ms. Goetz said that at the top of page 2, she was in agreement with Ms. Mackstutis that the biodiversity study should not be considered for funding through ARPA.

With the amendment noted above, Ms. Goetz made a motion to approve the minutes. Ms. Abbuhl seconded the motion. All were in favor and the motion passed unanimously.

2) Potential Use of ARPA Funds

a. Non-Profit Funding Application

Ms. Appleby walked through the proposed timeline for the rollout of the non-profit program. Ms. Mackstutis asked about the communications strategy surrounding the release of the application, and said that we should do a press release. Ms. Abbuhl asked about staff capacity to complete the review of applications during the proposed timeframe. Ms. Meriwether said that the Finance Department is typically very busy in August; Ms. Goetz asked if extending the timeline until the end of September would be helpful. After some discussion, the committee decided to extend the application window for one week, which moves the deadline to apply from September 9 to September 16.

The committee discussed potentially adopting criteria to use when reviewing the submissions. Ms. Abbuhl asked if we would be considering both unreimbursed expenses as well as prospective programming. Discussion ensued regarding specific criteria that might be considered, and the group reviewed the West Hartford program as a sample.

The committee reviewed the draft application and discussed several edits: changing the title of the application from “ARPA Funding” to “COVID-19 Relief Program” (with a note that the program is made possible by ARPA); noting that funds should be

spent within one year of receipt (instead of by December 31, 2026); and specifying that the program must benefit Simsbury residents in order to be eligible for funding.

Ms. Mackstutis asked whether the committee should create criteria in advance, or develop once the applications are received. Ms. Abbuhl said that the overall intent is to provide funding to those programs that most closely address needs created by the pandemic and serve the greatest number of people. She noted that this could be considered their guiding principal when reviewing the applications. Ms. Mackstutis said that specific criteria would come into play if the committee needs to make choices between applications that are nearly equal.

b. Other

Ms. Mackstutis said that Main Street would be attending the August meeting to present on the business recovery program. The August meeting will be held on August 2 and 2:30pm.

Ms. Abbuhl made a motion to adjourn the meeting at 3:00pm. Ms. Goetz seconded the motion. All were in favor and the motion passed unanimously.

Respectfully Submitted,
Melissa Appleby
Deputy Town Manager



ARPA Request for Business Assistance

The Simsbury Main Street Partnership Inc. is proposing two grants for Simsbury small businesses. These grants will assist businesses where federal and state programs have not provided funds. The lookback period starts March 23, 2020, the date the State of CT shut down non-essential businesses. SMSP will create two application panels to review and award grant requests. SMSP will work with the Director of Finance to complete any and all close-out reports required through ARPA.

The panel for the Simsbury Small Business Grant Program will include a minimum of the SMSP Executive Director, a board member of SMSP, and a TBD.

The panel for the Façade Grant Program will include a minimum of the SMSP Executive Director, a professional architect/landscape architect at large, and a TBD.

SMSP will make every effort to allocate funds for projects in every zip code in Simsbury where possible.

1) Simsbury Small Business Grant Program – available to any existing bricks and mortar Simsbury business with a commercial address. This excludes home based businesses. These funds can be for reimbursement towards any purchases made beginning 3/23/20. Maximum total grant request not to exceed \$10,000 combined total. Grant funds will be released on a reimbursement basis.

a. Outdoor exterior site improvements (temporary or permanent) – this can include but is not limited to rental or purchase of tables/chairs/outdoor furniture, umbrellas and other coverings, outdoor heating equipment, barriers, lighting, retaining or decorative walls and fences.

b. Point of Sale (POS) systems – for purchase of a computerized system that allow for online ordering, contactless order and pay, e-gift cards, marketing and delivery such as Toast, SpotOn, Clover, etc. This cannot be used for monthly fees, management or maintenance costs.

c. Delivery – this includes third party services as well as in-house delivery expenses. Third party can include but is not limited to UberEats, DoorDash, DineInCT, Grubhub, Clover, etc.

2) Façade Improvement Grant Program – while businesses and property owners have struggled to keep their doors open and keep up with the COVID-related costs of doing business, they have deferred much needed funds for necessary renovations to their signs, awnings, and other exterior needs. This program will provide an economic incentive to renovate commercial building facades within town.

Façade is defined as the face of a building, the front, side or rear elevation of a building. First priority will be given to the street facing façade of the building or project which will enhance and support access to the front door. This can include signs and awnings. It also encourages good design projects that capitalize on the rehabilitation of the existing properties paired with the introduction of compatible new design. It provides guidance, incentive and recommendations for tasteful façade renovation and replacement. This is a matching grant (80/20) and grant funds will be released on a reimbursement basis.

a. Eligibility – This is only for commercial properties. Commercial owners or tenants may apply for the façade improvement program; however any tenant must have the owner’s signature on the application.

b. Criteria – funds are given on an 80-20 matching basis, with the tenant or owner providing the twenty percent match. Maximum request is \$10,000 for an individual tenant. In a case where a property owner is looking for funds that would benefit multiple tenants within the same building, the panel can exercise discretion and increase the award past the \$10,000.

c. Time Limitations – façade projects must be completed within one hundred and eighty (180) days after the applicant has been notified of approval. A one time, one hundred and eighty (180) day extension may be granted, based upon the good faith efforts of the applicant, through written notification to SMSP. Funds will not be released to the applicant if the project is not completed within the approved time period.

d. Process of Receiving Funds:

i. SMSP’s Executive Director will distribute an application if the proposed project falls within the program guidelines

ii. Owner/tenant fills out application along with supporting documents as described in the Simsbury Main Street Partnership ARPA Façade Improvement Program Policies and Procedures document.

iii. The panel reviews and approves or disapproves the application. They submit the approved projects to the Director of Finance for review. The panel reserves the right to deny an application based on their experience and to recommend alternatives in light of the current use of the building. A notification letter is sent to the applicant as to whether the project has been accepted as described in the application, accepted with conditions, or rejected. If the application is rejected, it may be submitted by the owner/tenant with modifications or may be appealed to the SMSP Board of Directors. Any member of SMSP’s Board of Directors submitting an application or having a tenant submitting an application will excuse themselves from the discussion and selection process to alleviate any conflict of interest.

iv. A contract agreement must be signed upon approval and prior to beginning work. Parties in the agreement will be the applicant, building owner, and the SMSP Executive Director who is authorized to sign on behalf of the panel and SMSP Board of Directors.

v. Upon project completion, copies of all of the applicants paid and dated statements or invoices must be submitted to the SMSP Executive Director. ANY CHANGES TO THE APPROVED DESIGN MUST BE RE-SUBMITTED TO THE PANEL and official approval needs to be given in writing.

vi. The SMSP Executive Director and/or a qualified representative will inspect the completed work and issue a check for eighty percent (80%) of the actual project cost provided the work is in accordance with the agreement.

ARPA Funding Request Breakdown:

Simsbury Small Business Grant Program - \$350,000

Façade Improvement Program - \$550,000

Administrative Fee to SMSP five percent (5%) - \$45,000

Total request - \$945,000

The Administrative Fee includes all reporting requirements and coordination with the Director of Finance. The Simsbury Main Street Partnership has a long and successful history of acquiring, managing and closing out federal and state grants with the Town of Simsbury.

SIMSBURY MAIN STREET PARTNERSHIP ARPA FAÇADE IMPROVEMENT PROGRAM POLICIES AND PROCEDURES

I. Purpose: The Simsbury Main Street Partnership ARPA Façade Improvement Program is available to provide owners and tenants of commercial buildings grants to support façade renovations. The objectives of the program are:

1. To stimulate efforts to improve the street appearance of eligible properties;
2. Encourage patronage of local businesses;
3. To provide an incentive to implement town plans;
4. To retain existing merchants and services;
5. To encourage additional merchants to locate to Simsbury; and
6. To encourage revitalization and enhancement to Simsbury commercial areas.

The program is intended assist Simsbury businesses who have suffered covid-related hardships or losses for projects where federal and state programs have not provided funds.

II. Eligibility

A. Eligible Property: Property owners and tenants of commercial buildings within Simsbury

B. Eligible Applicant:

1. Owners of occupied commercial buildings provided that all taxes and liens on the property are current as of the date of the application, and remain current through the project.
2. Tenants or representatives of the building owner, provided the owner of the building has given written approval of the proposed work and application for financial assistance through this program and that all town taxes, liens etc. are current.

C. Eligible Work: Eligible work shall include the improvement of building façades, which enhance the appearance, function, or safety of a commercial property. A façade is defined as that part of a building visible from a public thoroughfare. Eligible work includes such things as:

1. Repairs or alterations designed to enhance the immediate exterior environment of the property.
 2. Painting, cleaning, and repointing of masonry.
 3. Replacement of doors and/or windows.
 4. Overall replacement of architectural elements, which have structural problems.
 5. Correction of exterior building code violations.
 6. Replacement of existing signs with new signage.
 7. Repairs or alterations designed to enhance the exterior environment of the property.
- Landscaping and site improvements are eligible if visible from the street.
8. Other items having significant visual impact.

The above list is not meant to be exclusionary. Other exterior work may be permitted provided it meets the intent and purpose of the Façade Improvement Program and is approved by Panel.

III. Ineligible Work Ineligible improvements include:

1. Interior improvements;
2. Routine or deferred maintenance;
3. Furnishings;
4. Equipment and supplies;
5. Operating expenses;
6. Merchandising signs;
7. Refinancing of any debt;
8. Payment for work done prior to final application approval;
9. Non-street facing façade (rear or side facing woods);
10. Anything covered by insurance;
11. New building construction.

IV. General Grant Conditions

The amount of the grant and any matching fund requirement will be a function of the applicant. Grant funding is to be matched by a financial contribution from applicants. Applicants are expected to provide 20% of façade improvement costs up to a maximum project amount of \$10,000. (Example: Total project cost of \$10,000 - \$2000 in applicant funding, \$8000 in grant funds.)

Façade improvements are meant to be executed by either tenants or owners. Grants shall not be provided to tenants if the owner has already utilized the program. Grants shall not be provided to property owners if the tenants have already utilized the program. Tenants and property owners are strongly encouraged to coordinate facility improvements in order to avoid a potential funding conflict.

Applicants must verify that there are no code enforcement actions currently active against the building or that work undertaken will mitigate code violations.

Applicants shall have no connection or financial interest in the contractor selected to perform the proposed façade improvements so as to create a conflict of interest.

The applicant will have one hundred eighty (180) days from the date of Final Grant approval to begin work on the project (i.e. the final plans and work specifications are complete, a contract with a company or companies has been signed, and/or construction has begun on the subject property). If no work, as defined above, has begun within one hundred eighty (180) days, the façade grant will be de-obligated and made part of the program fund balance.

Grant funds will be released on a reimbursement basis only.

V. Application Process

1. Completed application is submitted to SMSP. Applications shall include a current photograph of the property to be improved, drawings of proposed improvements (if applicable), written description of proposed improvements, including materials and colors, and an estimate of costs.

2. The Panel will review applications for the eligibility, completeness and planned scope of work. Other eligibility criteria that may be considered include the impact of the project to improve the appearance of the building and surrounding structures in the business corridor; leveraging additional economic activity; projects to enhance ADA compliance.

3. The property owner is notified by SMSP's Executive Director of preliminary application acceptance or denial based on meeting the basic eligibility criteria described above.

4. Successful preliminary applications are forwarded to the SMSP Panel, who, with input from the Town of Simsbury Finance Director and Town Manager, makes the final decision on which projects will be provided grants. The Town Manager will report to the Board of Selectmen on name and amount of award, and a brief one sentence description of the project.

5. The applicant is notified by SMSP's Executive Director of final application acceptance or denial. If a project is awarded, the notification includes the dollar amount of the grant and a letter of agreement to be executed by the applicant. In the case of awarded projects, the following steps are taken.

6. Applicants are responsible for obtaining all necessary governmental permits, including zoning approvals (if necessary) and building permits.

7. SMSP will authorize reimbursement payment after completion of the project in accordance with the approved project. SMSP will not contract to perform any of the work, but will reimburse the applicant for approved expenses. Satisfactory proof of payment is required for reimbursement.

8. Staff will be permitted to inspect the project to ensure conformance with the agreed upon project scope. The Building Official shall issue a final sign-off at the time of project completion.

VI. General Program Guidelines

Applications will be reviewed and awarded on a first come first served basis. All project work must be completed within one hundred and eighty (180) days from the date of execution of the Façade Improvement Program Letter of Agreement. One extension of one hundred and eighty (180) days may be granted by the Panel, on a case-by-case basis, depending on the project scope and reason for the delay.

By accepting grant funds, the Applicant commits to properly maintain all improvements and to keep storefronts, as well as sides and back of buildings clean and presentable for a minimum of four (4) years at the Applicant's own cost and expense. Any damage to the façade is to be repaired immediately by the Applicant so that the building remains in good condition and positively contributes to the business area.

No funds will be granted to any applicant who has outstanding debts to the Town of Simsbury including fees, taxes, etc.

VII. Program Administration

Each grant application will be evaluated in terms of consistency with the façade program guidelines, the economic feasibility of the request, the availability of program funds and other review criteria as established by the Panel.

No elected official of the Town of Simsbury can benefit directly from this program.

SIMSBURY MAIN STREET PARTNERSHIP INC.
FAÇADE IMPROVEMENT PROGRAM
APPLICATION FORM

Date of Application: _____

PROPERTY INFORMATION

Address: _____

Taxes Paid: Y N Municipal Liens: Y N

Pending Code Enforcement Action on Site (i.e. zoning, building, health): Y N

If yes, please describe: _____

BUILDING OWNER INFORMATION

Name: _____

Address: _____

Phone: _____

APPLICANT INFORMATION (IF DIFFERENT THAN BUILDING OWNER)

Name: _____

Address: _____

Phone: _____

CONTRACTOR INFORMATION

Firm: _____

License: _____

Principal: Address: _____

Phone: _____

Written description of proposed façade improvements, including materials and colors:

List of any other Federal or State Covid Relief Funds or Loans Received and Date of Disbursement:

Description of how COVID19 affected your business (financial or otherwise):

Facade Improvement Work Items (attach design plans, specifications and bid or itemize here):

WORK TO BE PERFORMED	COST

Please attach copies of two other bids.

PROJECT COSTS

Construction cost \$ _____
Professional fees \$ _____

Total Cost of the Project: \$ _____
Facade Improvement Grant (80% of cost): \$ _____
Private financing: \$ _____

ADDITIONAL REQUIRED INFORMATION (These items will not be shared publicly)

Attach the following items to this application form:

- Photograph of property
- Proof of ownership of the building
- Letter of approval from the property owner for work and application for funds
- Proof of property insurance
- Proof of other financing
- Final plans and specifications
- Copies of at least two bids (including successful bid)
- Copy of the contract between the building owner/representative and the contractor
- Proof that taxes on the subject property are current
- Most recent tax return or audited financial statement (if shows a loss, please submit for last five years)

AFFIDAVIT

As a program funded with Federal funds, it is understood by all parties that applicants and owners shall have no connection or financial interest with an official or employee of the Town of Simsbury and the contractor selected to perform the façade improvement work. It is further understood that any changes to the above application must be reviewed and approved by Simsbury Main Street Partnership Inc.'s Panel to maintain eligibility in this program.

APPLICANT: I certify that the above information is true and accurate and I agree to participate in the Facade Improvement Program as described in the program "Policies and Procedures."

Applicant Signature

Date

OWNER (complete even if applicant and owner are the same): I give permission to the Applicant to conduct the building facade improvements as described in this application to the identified property owned by me.

Owner Signature

Date

*****To Be Completed by SMSP Staff Only*****

Date received: _____

Application review: Complete Incomplete

Items needed: _____

Date of Preliminary Approval/Denial by Panel: _____ Approved Denied

Date of Approval by TOS Finance Director: _____ Signature: _____

Date of Approval by TOS Town Manager: _____ Signature: _____



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

DRAFT

COVID-19 RELIEF PROGRAM 501(c)(3) NON-PROFIT AGENCY APPLICATION

The Town of Simsbury is accepting applications from non-profit organizations for COVID-19 relief funding, made possible by the American Rescue Plan Act (ARPA). To be eligible, organizations must have a 501(c)(3) tax status and serve Simsbury residents. **The deadline to apply is Friday, September 16, 2022 at 1:00pm.** The funds provided by the Town must be expended within one year of receipt.

Agency: _____

Address: _____

EIN #: _____

Prepared by: _____ Title: _____

E-mail: _____ Telephone #: _____

Provide a brief description of your agency, the services it provides, and the characteristics of the recipients of your program(s).

Funds Requested: \$ _____ **(may not exceed \$10,000)**

Specify how the monies requested will be expended, and how this will address a need or negative impact of the COVID-19 public health emergency:

DRAFT

Target Population (please check categories):

_____ Children (0-12) _____ Single Adult (18 – 60)
_____ Youth (12-18) _____ Seniors (60+)
_____ Families (2+ per household) _____ Disabled (any age)

Please complete the following table for each service or program that will be provided using ARPA funds:

****Your program must benefit Simsbury residents in order to be eligible for funding***

SERVICE/PROGRAM	Total # of Clients Served	# of Simsbury Clients Served	Average Time spent per Client	Cost per Client/ Unit of Service

List all state or federal COVID-related assistance received over the last two years:

Income Source	Amount

Other documentation that must be attached:

1. List of Board of Directors
2. Most recent annual report
3. Most recent financial audit and 990
4. Current organizational Budget Summary identifying revenues.
5. Copy of the IRS 501(c)(3) determination letter

****Additional information may be required upon request of the Town***

Signatures:

Board Chair: _____ Date: _____

Executive Director: _____ Date: _____

Submit to: Amy Meriwether
Director of Finance/Treasurer
933 Hopmeadow Street
Simsbury, CT 06070
OR ameriwether@simsbury-ct.gov

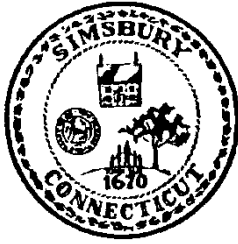
**TOWN OF SIMSBURY
COVID-19 RELIEF 501(C)(3) NON-PROFIT PROGRAM
APPLICATION EVALUATION CRITERIA**

The intent of the COVID-19 Relief 501(c)(3) Non-Profit Program is to provide funding to those programs that most closely address needs created by the pandemic and serve the greatest number of people.

To be eligible for funding, applicants must provide the documentation specified in the program application, including: list of Board of Directors; most recent annual report; most recent financial audit and 990; current organizational budget summary identifying revenues; and copy of IRS 501(c)(3) determination letter.

The Finance Sub-Committee will then evaluate applications and rank them on the criteria based in the table below. It will be at the discretion of the Finance Sub-Committee as to whether or not a project's expenses qualify as eligible expenditures of the program funds. Recommendations for funding will be made to the full Board of Selectmen for consideration.

Criteria	Weight
Applicant has no outstanding taxes or other obligations to the Town	REQUIRED
Program will address a need or negative impact of COVID-19 health crisis	30%
Program will have a positive impact on Simsbury	30%
Completeness of Application (reasonable, understandable)	20%
Supporting documentation for the amount being requested	10%
Prior financial assistance	10%



Town of Simsbury

933 Hopmeadow Street Simsbury, Connecticut 06070

Grant Award Notification & Agreement

Date:

Applicant:

Project Name:

Town Project Number:

Funding Period: March 3, 2021 – December 31, 2024

Approved Funding:

The Town of Simsbury would like to notify you of the approval of the (organization name) project application entitled (Project Initiative) effective July XX, 2022 – Month Day, 202X.

Funds are being provided to you in the amount of \$ XXXX. You are subject to all reporting requirements under this grant program. Total project cost may not exceed this amount.

All costs incurred under this project must be in full compliance with federal, State and local laws, regulations, policies, and procedures. Costs are subject to review by Internal and External Auditors.

Please note that deviations from the specifics of the approved funding must be reviewed and approved by the Town of Simsbury prior to their implementation in order for related costs to be eligible for reimbursement.

If you have any questions or concerns regarding this program, please contact me at ameriwether@simsbury-ct.gov.

COVID-19 RELIEF PROGRAM SUBRECIPIENT AGREEMENT

This Agreement ("Agreement") is dated as of the ____ day of _____, 2022, by and between the Town of Simsbury of 933 Hopmeadow Street Simsbury, CT ("Town") and (organization name) of (organization address) ("Recipient").

WHEREAS, the Town of Simsbury has allocated to the (organization name), \$XXXX for the purpose of (Insert Project Expenditure Description)

WHEREAS, the Town and grantee desire to enter into this Agreement so that the Town may provide Funds to appropriate and qualifying expenditures.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the Town in writing.
2. Funds. The Town agrees to provide funding in a total sum not to exceed \$ XXXX for (Insert Project Expenditure Description)
3. Reimbursement Request & Reporting Requirements. To facilitate the release of funds by the Town to the Recipient and the Town's compliance with reporting requirements for usage of funding, the Recipient shall submit, at minimum, a reimbursement request letter, quarterly expenditure reports along with supporting documentation, including, but not limited to detailed invoices and check copies. Reporting deadlines are as follows: March 30th, June 30th, September 30th and December 31st. Following receipt of the noted documentation along with the signed grant agreement and W-9, the Town will release funding.
4. Termination. The Town may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Recipient.
5. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the Town for any purpose.
6. Indemnification. The Recipient agrees to defend, indemnify and hold the Town, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, monetary damages, monetary losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
7. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws

8. Code of Ethics. The Recipient certifies that it does not have any conflicts of interest as described in the Simsbury Code of Ethics, Chapter 13 of the Code of the Town of Simsbury. The Recipient shall execute the Acknowledgement form (Exhibit II) and return it to the Town.
9. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the Town or its designee. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the Town for such payments upon request.
10. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient

NonProfit

Address

City, State, Zip

Town of Simsbury

Attn: Amy Meriwether, Director of Finance

933 Hopmeadow Street

Simsbury, CT 06070

11. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
12. Time. Time is of the essence in this Agreement.
13. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
14. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. Governing Law: Venue. The Agreement will be governed in all respects by the laws of the State of Connecticut, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Hartford County, Connecticut.
16. Non-Waiver. No failure on the part of the Town to exercise, and no delay in exercising, any right hereunder shall operate as a wavier thereof; nor shall any single or partial exercise by the Town of

any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the town at law or in equity.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
18. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the Town.
19. Entire Agreement. This Agreement constitutes the entire agreement between the Town and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
20. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement.
21. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
22. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
23. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

RECIPIENT

By: _____

Print Name: _____

Its: _____

DATED this ____ day of _____, 2022

Town of Simsbury

By: _____

Print Name: _____

Its: _____

DATED this ____ day of _____, 2022

Exhibit II: Simsbury Code of Ethics Acknowledgement Form

CODE OF THE TOWN OF SIMSBURY, CONNECTICUT PART I ADMINISTRATIVE LEGISLATION / Chapter 13, ETHICS, CODE OF / Acknowledgment Form and Charter Section 1003

I have read Section 1003 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a subrecipient of federal funding from the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before a town board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1003 of the Charter.

Areas of Exception:

CONFLICTS OF INTEREST - SECTION 1003

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or of any board or commission shall disqualify such elected or appointed official or such member of a board or commission or such Town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date: _____



TOWN OF SIMSBURY
Funding Expenditure Reporting

Organization Name: Simsbury Housing Authority
Project Title: Dr. Owen L. Murphy Apartments
Budget Contact Name:
Budget Contact Phone:
Budget Contact Email:
Reporting Period:

Project Budget Description	Town Approved Budget	Expenditures to Date	Unspent Funds	Narrative
Electric Panels (17)	26,144.81	-	26,144.81	
Master Electric Panel	10,200.00	-	10,200.00	
Heat Pumps (6)	26,858.34	-	26,858.34	
New Lever Lock System	18,975.00	-	18,975.00	
Site Lighting - 26 Roadway	17,821.85	-	17,821.85	
Totals	100,000.00	-	100,000.00	

**Please attach copies of invoices and checks for all expenditures