

Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN **Regular Meeting – November 9, 2020 – 6:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12:00 PM on Monday, November 9, 2020 to be read into the record; or
- Email tfitzgerald@simsbury-ct.gov by 12:00 PM on Monday, November 9, 2020 to register to address the Board of Selectmen live through Zoom.

PRESENTATION

- a) Clean Energy Task Force Campaign to Support EnergizeCT Home Energy Solutions Program

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Building Resilient Infrastructure and Communities (BRIC) Grant
- c) Proposed Technology Task Force Statement of Purpose and Procedures
- d) Proposed Natural Stewardship Policy
- e) Discussion of Proposed Affordable Housing Plan
- f) Dispatchers Successor Collective Bargaining Agreement, 2019 – 2022
- g) Proposed Memorandum of Understanding Between the Town, Police Commission, and Town Manager
- h) Proposed Settlement Agreement of Pending Tax Appeal for Simsbury Commons Shopping Center

APPOINTMENTS AND RESIGNATIONS

- a) Appointment of Lori Wagner to the Economic Development Commission

REVIEW OF MINUTES

- a) Regular Meeting of October 26, 2020
- b) Special Meeting of October 26, 2020

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from M. Capriola, Re: EMPG Opt In Grant Funds, dated November 5, 2020
- b) [Parks and Open Space Master Plan](#)

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Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Clean Energy Task Force Campaign to Support EnergizeCT Home Energy Solutions Program

2. **Date of Board Meeting:** November 9, 2020

3. **Individual or Entity Making the Submission:**
Tom Roy, Director of Public Works; Mark Scully, Clean Energy Task Force

4. **Action Requested of the Board of Selectmen:**
This presentation is informational. Should the Board wish to support this initiative a motion of support would be in order as follows:

Move effective, November 9, 2020 to support the Clean Energy Task Force's campaign to support the EnergizeCT Home Energy Solutions Program.

5. **Summary of Submission:**
As part of the Clean Energy Task Force's (CETF) ongoing efforts to raise awareness of energy efficiency initiatives, the Task Force is looking to promote the EnergizeCT Home Energy Solutions Program.

This is an existing program that allows residents of Connecticut to take part in home energy audits that are paid for, in part, by existing utility bill fees. Interested Simsbury residents can call EnergizeCT at 1-(877) WISE-USE to schedule a prequalified contractor to come to your home or apartment and perform a thorough energy assessment.

This energy assessment will locate inefficiencies and pinpoint critical drafts and air leaks in your home. Once identified, the specialists will make on-the-spot energy improvements, including caulking critical areas, installing weather stripping, sealing ducts, and insulating hot water pipes. You may also receive LED light bulbs and water-saving aerators. At the end of the visit, the specialist will discuss additional opportunities to improve your home's energy performance, such as replacing older appliances, updating heating and cooling equipment, and upgrades to insulation. They will provide you with a customized report that estimates the potential savings and costs, along with access to rebates, instant discounts, and payment plans you may be eligible for.

While these services are valued at an average of \$1,000, Home Energy Solutions is now available to eligible customers at no cost for a limited time. You may also receive up to 100% off approved insulation projects recommended during your visit. The average home in Connecticut can save approximately \$250 annually after completing

the initial HES visit. Low- and moderate-income families may qualify for HES-Income Eligible (HES-IE), which provides more of the above services at no cost.

The CETF would like to promote this program through a mass mailing to all Simsbury residents, airing programming segments on SCTV, and utilizing the Town's existing social media accounts.

It is anticipated at a future meeting that the Clean Energy Task Force and/or Sustainability Team will request a social media account(s) for sustainability initiatives. CETF may also be interested in pursuing a matching grant from Sustainable CT to support this program; the Sustainable CT grant program would not require town funds, but rather requires donated crowd sourced funding from the community. If pursued, a grant application request to the Board of Selectmen will be submitted for consideration.

6. Financial Impact:

The cost for the mass mailing, estimated at approximately \$5,000, would be supported by existing CETF funds that were generated from previous donations received by the Town. There is a balance of \$9,242.66 in the clean energy special revenue fund, sufficient to cover the expenses associated with a mass mailing.

7. Description of Documents Included with Submission:

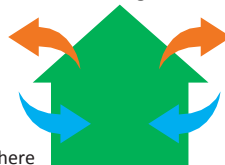
a) Eversource Promotional Flyer Re: Home Energy Solutions



Save money and energy by improving your home's energy performance

NO MATTER HOW YOU HEAT YOUR HOME,

whether you own or rent, there's an easy way to lower your energy bill that will make your home more comfortable — and is good for the environment. Home Energy Solutions offers on-the-spot services to homeowners and renters for immediate savings, and provides opportunities and resources for even deeper energy-saving measures.



Air leaks can happen anywhere

Savings are just one step away.

In one easy visit, certified technicians will:

- Evaluate your home's energy performance
- Conduct important safety checks to identify any potentially unsafe conditions
- Find and seal critical air leaks and drafts
- Duct-test and seal your home's central air system
- Provide and install energy-efficient lighting, faucet aerators and low-flow showerheads
- Provide you with a report to help you plan future energy improvements

That's just the beginning of your savings.

The energy experts will then make recommendations beyond the basic service for additional upgrades that can improve your home's energy performance even more.



Instrument-Guided Testing



Air Sealing



Insulation Upgrades

INCENTIVES AVAILABLE

- Up to 100% on insulation
- Energy-efficient heating and cooling
- Windows and appliances
- Wi-Fi thermostats
- Attractive financing options

Choose the Home Energy Solution that's right for you.

Virtual pre-assessments are now available. Call to learn more.

Home Energy Solutions

Receive a whole-home energy checkup including on-the-spot energy upgrades and additional energy efficiency recommendations.

Available at no cost for a limited time.

Home Energy Solutions - Income Eligible

A no-cost service for income-eligible residents. In addition to the services included in Home Energy Solutions, eligible households may qualify for additional energy improvements at little cost.

Take the first step to start saving year-round.

**Call 877-WISE-USE
(877-947-3873)**

**Or visit:
Eversource.com**

Home Energy SolutionsSM

Start saving money
and energy today.

EVERSOURCE





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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests

2. **Date of Board Meeting:** November 9, 2020

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

Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector

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

If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Maria E. Capriola

Move, effective November 9, 2020 to approve the presented tax refunds in the amount of \$3,762.97, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.

5. **Summary of Submission:**

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

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

6. **Financial Impact:**

The aggregate amount of all tax refunds as presented is \$3,762.97. The attachment dated November 9, 2020 has a detailed listing of all requested tax refunds.

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

a) Requested Tax Refunds, dated November 9, 2020

REQUESTED TAX REFUNDS
NOVEMBER 9, 2020

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2018				
Honda Lease Trust	18-04-81455	\$165.89		\$165.89
Total 2018		\$165.89	\$0.00	\$165.89
List 2019				
Atty. John Welsh (Cave, R)	19-01-03938	\$200.00		\$200.00
CCAP Auto Lease Ltd	19-03-53025	\$243.27		\$243.27
Daly Michael J	19-03-54290	\$16.87		\$16.87
Enterprise FM Trust	19-03-55488	\$82.78		\$82.78
Honda Lease Trust	19-03-58378	\$434.66		\$434.66
Honda Lease Trust	19-03-58380	\$281.03		\$281.03
Honda Lease Trust	19-03-58390	\$434.66		\$434.66
Honda Lease Trust	19-03-58436	\$435.62		\$435.62
JP Morgan Chase Bank	19-03-59503	\$389.29		\$389.29
Kuhrt Todd W	19-03-60303	\$15.21		\$15.21
Markowski Sharon L	19-03-61765	\$28.30		\$28.30
McKee Tracy C	19-03-62263	\$10.13		\$10.13
Mungovan John P	19-03-63180	\$55.64		\$55.64
Segee Donald K	19-03-66908	\$55.64		\$55.64
USB Leasing LT	19-03-69316	\$568.82		\$568.82
Vincent Thomas E	19-03-69697	\$184.34		\$184.34
VW Credit Leasing Ltd	19-03-69802	\$85.23		\$85.23
Wagner Brian P	19-03-69906	\$33.30		\$33.30
Wagner Brian P	19-03-69907	\$42.29		\$42.29
Total 2019		\$3,597.08	\$0.00	\$3,597.08
TOTAL 2018		\$165.89	\$0.00	\$165.89
TOTAL 2019		\$3,597.08	\$0.00	\$3,597.08
TOTAL ALL YEARS		\$3,762.97	\$0.00	\$3,762.97



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Building Resilient Infrastructure and Communities (BRIC) Grant
2. **Date of Board Meeting:** November 9, 2020
3. **Individual or Entity Making the Submission:**
Maria Capriola, Town Manager; Thomas Roy, Director of Public Works; Tony Piazza, WPCA Superintendent *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports applying for the Building Resilient Infrastructure and Communities Grant, the following motion is in order:

Move, effective November 9, 2020 to authorize Town Manager, Maria E. Capriola, to submit and execute the BRIC Grant application once the grant materials have been prepared and completed.

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

Move, to accept the BRIC Grant award and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant award.

5. **Summary of Submission:**

The Water Pollution Control Facility (WPCF) is located in the floodway for the Farmington River. The Facility was constructed with a berm around the perimeter to protect this vital infrastructure from a 100 year flood. In 2020 FEMA updated the Flood Mapping in Simsbury and raised the elevation of a 100 year flood by two feet. With the new elevation of the 100 year flood, the WPCF will need to raise the elevation of the protective berm by two feet to be in compliance.

The WPCA had contemplated this work for some time and has been carrying a budgetary cost of \$600,000 in our capital budget for future improvements.

The FEMA Building Resilient Infrastructure and Communities (BRIC) Grant program is specifically intended to invest in a variety of flood mitigation measures, including community-wide public infrastructure projects. FEMA anticipates BRIC will fund projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms and/or project design. It also may offer multiple benefits to a community in addition to risk reduction.

With the FEMA BRIC Grant, we now have the opportunity to have 75% of the engineering and construction cost for the upgrade to the berm covered by this grant. We believe the work at the WPCA will be in line with the goals for the FEMA BRIC Grant and are hopeful that we will be selected for this grant to help reduce the burden of the cost of the berm improvements from our WPCA customers.

In order to put together a preliminary design, cost estimate and grant application, we have engaged the services of DPC Engineering. DPC Engineering will perform the following tasks:

- **Planning Evaluation** – Perform a planning study including up to two alternatives, opinions of probable cost, and schedule for the work to be performed for the WPCF Flood Control Berm (Berm) at the Simsbury WPCF. This includes an alternatives analysis for raising the Berm above the 100-year flood plain elevation versus the 500-year flood plain. Evaluate the potential impacts to the WPCF including drainage, geotechnical, and hydraulics.
- **Grant Application** – Prepare the grant application, as required on the FEMA Go Website, and in accordance with the BRIC requirements. Coordinate with the Town to review the details of the proposed BRIC Grant Application, and to obtain necessary information/attachments, prior to submitting the application to the State.

6. Financial Impact:

The WPCA has been budgeting \$600,000 for this work as part of their Capital Plan. It is estimated that the work being performed by DPC Engineering will be approximately \$22,000. The Grant cost share is 75% / 25%, with the BRIC Grant covering 75% and the Water Pollution Control Authority sewer use fund covering 25%. The sewer use fund is an enterprise fund, with revenues generated by users of the sanitary sewer system. As a result, there is no cost to the General Fund.

7. Description of Documents Included with Submission:

None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Simsbury Technology Task Force
Statement of Purpose and Procedures

2. **Date of Board Meeting:** November 9, 2020

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed Simsbury Technology Task Force
Statement of Purpose and Procedures, the following motion is in order:

Maria E. Capriola

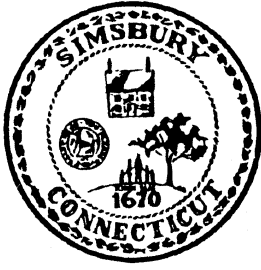
Move, effective November 9, 2020, to adopt the proposed Simsbury Technology Task Force Statement of Purpose and Procedures as presented.

5. **Summary of Submission:**
The Simsbury Technology Task Force (STTF), which was formed around 2013, is a temporary committee that serves as advisory to the Board of Selectmen. STTF has never formally established a statement of purpose and procedures. The procedures for STTF outline the purpose of the committee, membership composition, and how the committee will function. The purpose of STTF is to assist the Town in developing and maintaining a comprehensive technology platform and services strategy. STTF evaluates existing IT services, processes, and infrastructure in order to make cost-conscious recommendations to maintain and enhance existing products and services and to integrate emerging technologies as appropriate.

The Deputy Town Manager, IT Manager, and a subgroup of STTF contributed to drafting these procedures. These procedures are similar to recently adopted procedures for the Youth Services Advisory Bureau, Juvenile Review Board, SPIRIT Council, and Economic Development Commission.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Draft Simsbury Technology Task Force Statement of Purpose and Procedures



Town of Simsbury

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SIMSBURY TECHNOLOGY TASK FORCE STATEMENT OF PURPOSE AND PROCEDURES *Approved by Board of Selectmen on November 9, 2020*

1. Purpose

The Simsbury Technology Task Force (STTF) is a temporary committee that serves as advisory to the Board of Selectmen. STTF is tasked with assisting the Town in developing and maintaining a comprehensive technology platform and services strategy. The strategy will focus on improving services for our citizens, businesses and Town employees. STTF will work with citizens, Town employees and other entities as needed to evaluate existing IT services, processes, and infrastructure in order to make cost-conscious recommendations to maintain and enhance existing products and services and to integrate emerging technologies as appropriate.

2. Effective Date

This policy shall remain in effect until revised or rescinded. The Town reserves the right to amend this policy as necessary.

3. Composition/Voting

- a) STTF shall consist of nine (9) members.
- b) Membership shall be comprised of residents from the Simsbury community.
- c) Members of STTF are appointed by the Board of Selectmen following a recommendation from the Personnel Sub-Committee; members shall have two (2) year terms coterminous with the Board of Selectmen.
- d) The Deputy Town Manager, Town IT Manager, and Director of Systems Technology for Simsbury Public Schools will be standing staff liaisons.
- e) One member of the Board of Selectmen shall be appointed as a liaison to STTF at the start of each new term.
- f) One member of the Board of Education shall be appointed as a liaison to STTF at the start of each new term.
- g) Staff and the Board of Selectmen liaison are ex-officio members with full participation rights, but are non-voting members and do not count towards the appointed composition of STTF.
- h) The presence of five (5) members shall constitute a quorum to take action. No action shall become valid unless authorized by a vote of the majority of the total membership present and voting.

4. Organization

- a) On or before November 30th of each year, STTF shall elect from among the appointed members a Chair and Vice Chair.
- b) The Town Manager's Office and IT Department will provide administrative and technical support to STTF.

5. **Meetings**

- a) Meetings shall be held as often as necessary to carry out the purpose and meet established goals, but generally monthly. Subgroups of STTF shall be permitted to meet as needed to further the work of STTF; subgroup meetings shall adhere to the Freedom of Information Act as outlined in section 5(d) below.
- b) Regular meeting schedules shall be established annually and filed in accordance with Connecticut General Statutes, currently no later than January 31st annually.
- c) Staff liaisons will be responsible for scheduling and cancelling meetings, recording and filing minutes, as well as other duties that may be necessary.
- d) STTF will adhere to all rules and regulations outlined in the Freedom of Information Act.

6. **Reports**

On or before November 30th of each year, STTF shall prepare and submit to the Board of Selectmen an annual report of its activities, and goals for the upcoming year.

7. **Removal of Members**

- a) Any member who is absent from more than fifty (50) percent of STTF meetings during any twelve (12) month period may be removed, and the vacancy shall be filled as outlined in Section 3c. An exception may be granted by and at the discretion of the Town Manager due to a member's illness or other extenuating circumstances.
- b) Any member may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.

8. **Commitment of Town Funds**

In the performance of its duties, STTF shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of STTF and authorized in advance by the Deputy Town Manager.



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Natural Stewardship Policy

2. **Date of Board Meeting:** November 9, 2020

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

Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development; Tom Hazel, Code Compliance Officer; Tom Tyburski, Culture, Parks and Recreation Director

Maria E. Capriola

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

If the Board of Selectmen supports the Open Space Committee's recommendation to adopt the Natural Stewardship Policy, the following motion is in order:

Move, effective November 9, 2020, to adopt the proposed Natural Stewardship Policy as presented.

5. **Summary of Submission:**

The Open Space Committee has prepared and endorsed the attached Natural Stewardship Policy. A Natural Area Stewardship Policy allows natural processes, rather than regular active management by people, to shape a forest. While Natural Area Stewardship is possible for all or parts of any forest, this Policy is intended to be for stewardship management of the Belden Forest, Onion Mountain, Stratton Brook Forest, the Wegner Meadow in the Ethel Walker Woods and the additional properties listed in Appendix B of the policy.

The policy covers natural stewardship guidelines in the areas of: maintenance; border management; and maintaining ecological integrity. Active maintenance would occur if adverse conditions exist such as progressive trail erosion, total blockage of trails, threats to public health, encroachment of invasive species, etc.

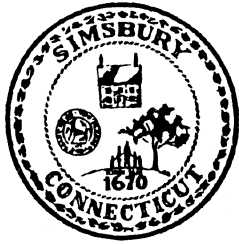
This Policy is largely reflective of the current maintenance practices utilized by our Parks Division for open space parcels.

6. **Financial Impact:**

N/A

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

a) Proposed Natural Stewardship Policy



Town of Simsbury

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TOWN OF SIMSBURY NATURAL AREA STEWARDSHIP POLICY *Adopted by the Board of Selectmen on XXXXXX, 2020*

1. Purpose

The Town of Simsbury (Town) has many areas of Open Space and is committed to providing a natural forest ecosystem through a Natural Area Stewardship program wherever deemed possible and logical. This policy will ensure that people see what they want and expect in a forested nature preserve. A Natural Area Stewardship Policy allows natural processes, rather than regular active management by people, to shape a forest.

2. Locations of Natural Area Stewardship in Simsbury

The Town has acres of Open Space including meadows, fields and forest among them. While Natural Area Stewardship is possible for all or parts of any forest, this Policy is intended to be for stewardship management of the Belden Forest, Onion Mountain, Stratton Brook Forest, the Wegner Meadow in the Ethel Walker Woods and the properties listed in Appendix B. The Board of Selectmen can review and edit these locations with advice from the Open Space Committee.

3. Effective Date

This policy shall be effective immediately and shall remain in effect until revised or rescinded.

4. Natural Area Stewardship Guidelines

A. Maintenance

- i. With Natural Area Stewardship nature is in charge of maintenance. For Natural Area Stewardship areas downed, broken and dead trees are also a part of the natural esthetic and should not be maintained or cleared by Town Staff unless adverse conditions exist such as progressive trail erosion, total blockage of trails, threats to public health, etc.

B. Border Management

- i. Town staff and volunteers should continue to monitor borders of Natural Area Stewardship properties to prevent encroachment, illegal dumping, illegal building, etc. Encroachment includes invasive species which can affect the long-term integrity of the forest.

C. Maintaining Ecological Integrity

- i. If invasive species are identified to be removed, a practitioner familiar with Natural Area Stewardship should be consulted to ascertain the best way to

do so with as little impact to the area as possible. Native trees shall not be treated as invasive species.

DRAFT

APPENDIX A

MEMORANDUM

To: Open Space Committee

From: Susan Masino

Date: September 1, 2020

Re: Proposed Natural Stewardship Policy and Background Information

A Natural Forest Ecosystem: Best Practice for Natural Area Stewardship

This is an overview and a “best practice” primer on “Natural Area Stewardship” of a forest. Natural Area Stewardship is what most people want and expect in a forested nature preserve.

The goal of this document is to provide basic information and answers to frequently asked questions (FAQs) on Natural Area Stewardship – what it is, where it can be practiced, what are the benefits, how to monitor a property, and how to determine when and why to intervene.

A curated non-exhaustive list of open-access resources with supporting science, examples, protocols and more detailed plans and background information is provided below.

What is Natural Area Stewardship?

Natural Area Stewardship allows natural processes, rather than regular active management by people, to shape a forest. It is possible on a parcel of any size and any forest type. It is a largely hands-off approach, recognizing that forests evolved millions of years ago, and in the absence of humans. Forests are well-equipped to persist and endure without our help - even in the face of 21st century environmental change. A Natural Stewardship approach understands that ‘threats’ to forests (i.e., wind, insects, disease, fire, drought) are the very disturbances that often enhance their complexity, carbon sequestration, regeneration, and habitat diversity. It is practiced in what is often termed a “wildwood,” “wild forest,” or “wildland.”

Where Should Natural Area Stewardship be Practiced?

Natural Area Stewardship is *possible* for all or part of any forest that is not being managed actively for resources (such as wood), as part of an intervention-based research program, as a specific type of habitat, *unless* it is precluded legally by deed or easement restrictions. In general, Natural Area Stewardship does not prevent interventions as needed for public safety reasons.

Natural Area Stewardship is similar to the stewardship of National Parks in the United States. It may be *required* if a forest is protected by a “Forever Wild” or similar conservation easement; is designated as “wild,” “natural” or “intact;” or fulfills a landowner’s or donor’s intent.

Currently less than 5% of Southern New England is under Natural Area Stewardship, and only a small fraction (~1%) is legally protected as such. Meanwhile, the crises in biodiversity and species extinction are accelerating, and scientific consensus is that at least 30% of Earth’s land and water need strong protection (“*Protect the Best, Restore the Rest*”). This is an urgent gap in public policy.

What Are the Benefits of Natural Area Stewardship?

1. Maximize cumulative carbon storage above and below ground.
2. Maximize ecological and structural complexity over time.
3. Maximize purification of local air and water.
4. Protect molecular and genetic diversity, and the full spectrum of native biodiversity.
5. Generally minimize invasive plants and therefore their progression or remediation.
6. At broad scales, reduce the rate of species’ extinction.
7. Connect people to nature with an opportunity to escape and experience a sense of awe.
8. Enable people to attach to a place that can be shared within and across generations.
9. Provide needed “control” areas and baselines to compare with managed areas.
10. Save time and money: no regular maintenance is required.

What Are Some Examples of Natural Area Stewardship?

Examples of areas in the United States under Natural Area Stewardship include National Parks, the Adirondack Forest Preserve, forests in the Old Growth Forest Network, some nature preserves, and USDA forest service wilderness areas. See links below for more information.

Globally, the International Union for the Conservation of Nature (IUCN) Protected Areas are dedicated to “*long term conservation of nature with its associated ecological services and cultural values.*” Most categories either *require* or *do not preclude* Natural Area Stewardship.

What is Public Opinion on Natural Area Stewardship?

Protecting public land has high bipartisan support (>80% nationally, higher in New England). Protection of public land as *nature preserves* in Southern New England was supported by 90% of respondents in a survey hosted by the Program for Public Values. Protecting old-growth forest was supported by 99% of respondents. Support did not differ among Southern New England states. Each response was validated and anonymous, and respondents matched the median income for the region. The public assumes 20% is under Natural Area Stewardship and want more protected as such (40%). The current area protected is less than 1%.

Summary: A major priority is ***protecting more natural areas*** and ***connecting them***.

Establishing a network of suitable areas for Natural Area Stewardship is urgent: the vast majority of our landscape is developed, managed routinely, and/or has no long-term protection. Natural Area Stewardship is practiced purposefully on less than 4% of New England, yet international scientific consensus recommends protecting at least 30% (or even 50% - "Nature Needs Half"). We to protect need high quality, connected habitat, and fund evidence-based restoration where possible. Connected, intact habitat is the backbone of a healthy landscape and is the foundation for additional areas for research and responsible resource production.

Natural Area Stewardship: Best Practice Guidelines

No routine maintenance is required - nature is in charge. Natural areas are "managed with restraint" and are "intended to be self-willed lands, both philosophically and practically." This is true under both stable conditions and in the aftermath of major disturbances such as tropical storms, tornadoes, insect and pathogen outbreaks, and fire (www.wilderness.net). Downed, broken, and dead trees are all part of a natural forest and should not be cause for concern or result in a shift in management philosophy towards one of intervention.

If adverse conditions develop (progressive trail erosion, threats to public health, etc.) they should be addressed based on a precautionary principle and aligned with interdisciplinary science. For additional guidance, see National Park Service, Adirondack Park, or Wilderness Area guidelines and additional regional stewardship resources linked below. Principles include:

Let nature take its course. Leave dead trees and downed logs in place after a storm where possible, except where they block important trails. Trees may be removed from the trail but left in the forest. Allow insect and pathogen outbreaks to proceed as part of a natural processes. Natural forests thrive on and recover from natural disturbances.

Monitor major trails. If trails are present, regular monitoring (at least annually) can prevent progressive damage, remove hazards, address erosion, etc. Passive recreation is allowed.

Monitor ecological integrity, borders. Monitor borders to prevent encroachment, dumping, building, etc. Note that edges and trails are areas where invasives (especially invasive plants) can gain a foothold. If unchecked, some invasives can affect the regeneration or long-term integrity of the forest or increase the presence of disease vectors like ticks. How, when and if an invasive is removed or addressed should align with the precautionary principle and is a dynamic field of research. It should be considered in consultation with a local practitioner (i.e. forest ecologist, forester, forest scientist, field botanist, land steward, etc.) familiar with Natural Area Stewardship. Native trees, such as American beech, should not be treated as invasives.

Regular photopoints and data collection are scientifically valuable. This is optional, but it is important to emphasize that there is little long-term data on natural forests. Forests shaped primarily by natural processes rather than by management by people serve as valuable baselines and reference areas (scientific "controls"). Established monitoring plots and periodic measurements of the trees and other vegetation can

quantify changes over time and provide a valuable reference area for other properties that are being actively managed for different values. It is important to collect more data going forward, but right now forests managed for many decades with Natural Area Stewardship (National Parks, Adirondacks) generally have more diversity, more carbon, and fewer invasive plants than managed areas.

Additional Resources on Natural Area Stewardship

US Forest Service Research Natural Areas

https://www.nrs.fs.fed.us/rna/local-resources/downloads/rna_fs_503.pdf

National Park Service Stewardship and Science

Directorate: <https://www.nps.gov/orgs/1778/whatwedo.htm>

Wildlands and Woodlands Stewardship Science

Manual <https://highstead.net/ecostudies/Stewardship-Science.shtml>

Northeast Wilderness Trust - dedicated to Natural Area Stewardship and Wild Carbon ("Wilderness Partnership") <http://northeastwildernesstrust.org/wilderness-conservation/wp/>

Adirondacks: <https://wildadirondacks.org>

Eastern Wildways Network: <https://wildlandsnetwork.org/wildways/eastern/>

Old-Growth Forest Network: <https://www.oldgrowthforest.net/>

International Union of Conservation of Nature: www.iucn.org

Global Standard for Nature-based Solutions

<https://portals.iucn.org/library/sites/library/files/documents/2020-020-En.pdf>

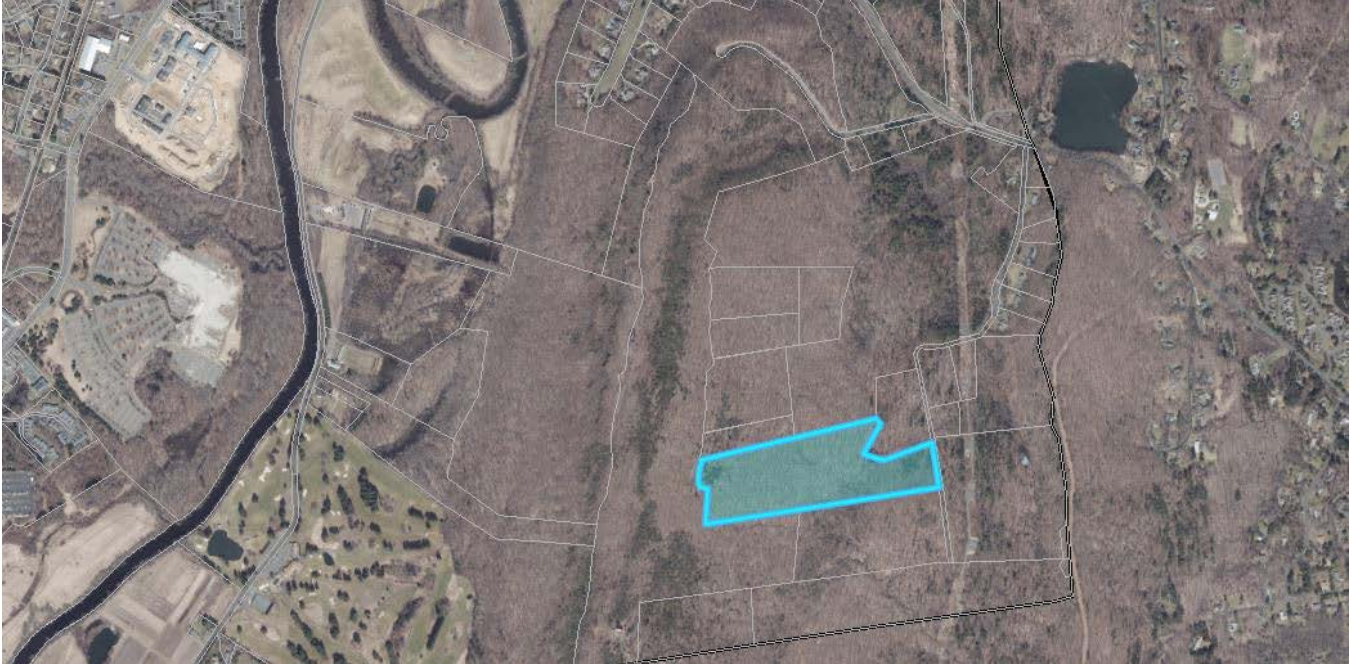
Priority to Protect, then Restore

<https://www.iucn.org/crossroads-blog/202003/primary-forests-a-priority-nature-based-solution>

APPENDIX B

Stafford Road

The Town of Simsbury owns approximately 23 acres located southwest of Stafford Road. The parcel is surrounded by Talcott Mountain State Park. We also own the two adjoining parcels to the north. Most Norther parcel is called Sponzo



Sponzo Property Owned by Simsbury



Mountain Road Tariffville

The Town of Simsbury owns the property off Mountain Road in Tariffville. This parcel contains the Tariffville Fire District's water tower. This property is also referenced as the Gersten Property.



Onion Mountain Park

Onion Mountain Park has been a property mentioned as potential for stewardship policy. This is just referenced as Onion Mountain Preserve.



Darling-Hilles Property

This is a property located along the south side of Farms Village Road in the vicinity of Simsbury High School abutting the Stratton Brook State Park



Sugar Loaf Cut

This property is located at 15 Sugar Loaf Cut where the Town of Simsbury owns a rental house. The wooded lot is not separate from the residential house but as it is owned by the town. So, it is preserved until sold or separated from the residential use and preserved alone.



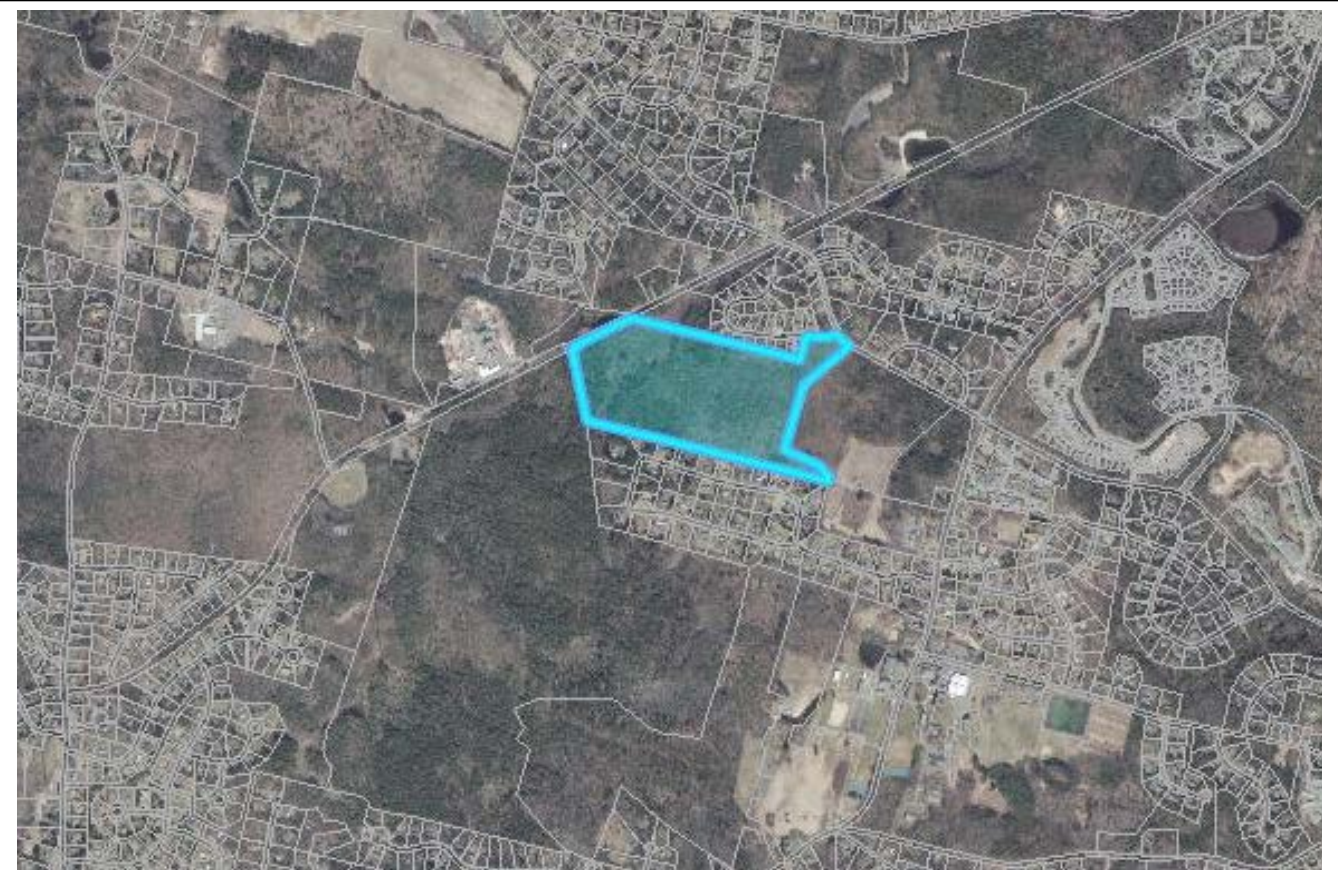
Belden Forest

Located along Firetown Road, stretching from Hopmeadow Street to Beldenwood Road, this parcel is approximately 40 acres in size.



Ethel Walker Woods

There are two abutting properties located behind the west part of the Ethel Walker School along Bushy Hill Road. These two parcels stretch along Town Forest Road and total 347 acres of forested land.





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion of Proposed Affordable Housing Plan

2. **Date of Board Meeting:** November 9, 2020

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

Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning; William Rice
Chairman of Simsbury Planning Commission

Maria E. Capriola

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

This item is informational. No formal action is needed. However, the Planning Commission has inquired with the Board of Selectmen regarding feedback for the Plan. Board members as individuals can submit comments to the Commission, or if there are items of consensus from the Selectmen, a group response can be formulated.

5. **Summary of Submission:**

Pursuant to Connecticut General Statute 8-30j enacted in 2017, each community in Connecticut is required to develop an affordable housing plan once every 5 years starting in 2021. The intent of this plan is to provide a plan that illustrates specifically how each community will increase the number of affordable housing developments.

The Planning Commission started working on the plan in May 2020. The Commission held the first of several public workshops on October 27, 2020.

The goal for this plan is to increase the overall affordable housing units by 1% over the next 5 years. The Commission has prepared several actions/objectives that will help assist Simsbury to reaching this target.

The Commission is seeking input from the Board of Selectmen regarding goals and objectives contained in the plan. The Commission has a second public workshop scheduled for November 10, 2020 for solicitation of additional public comments.

6. **Financial Impact:**

N/A

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

- a) Draft Affordable Housing Plan
- b) Presentation Prepared by M. Glidden Re: Affordable Housing and Enabling Statute
- c) Inquiry from Planning Commission, dated September 9, 2020

Town of Simsbury

Affordable Housing Plan



Simsbury Planning Commission

2020-2025 Plan



Foreword

Since the adoption of the 2017 Plan of Conservation and Development, the Simsbury Planning Commission and the Town of Simsbury have been committed to the promotion and/or creation of more affordable housing.

In July of 2017, the General Assembly passed Public Act 17-170 which requires that every community to develop an affordable housing plan. The affordable housing plan is intended to illustrate how specifically each community will increase the number of affordable housing units.

The creation of additional affordable housing units in Simsbury will benefit the community as a whole. More affordable housing units diversifies the housing stock in Simsbury. It creates options for citizens who chose to live in town whether its first home owners, renters, seniors wishing to age in place, or individuals that would otherwise not have the economic means to consider living in this community.

The Planning Commission is fully committed to assuring the goals and objectives concerning housing outlined in this plan and the Plan of Conservation and Development are met.

Simsbury Planning Commission

Regular Members

Chairman: William Rice

Secretary : Alan Needham

Erin Leavitt-Smith

Holly Beum

David Blume

Craig MacCormac

Alternate Members

Richard Cortes

Julie Eaton

Sean Fernand Glynn

Staff

Mike Glidden CFM CZE, Director of Planning and Community

Laura Barkowski, Land Use Specialist



What is affordable housing?

Connecticut General State Statute 8-30 g defines a home as “**affordable**” if the cost of ownership cost less than 30% of the gross income of a household earning 80% or less of the Area Median Income (**AMI**). In order for the housing unit to count towards the community’s official tally, the property can be subject to a deed restriction for at least 30 years.

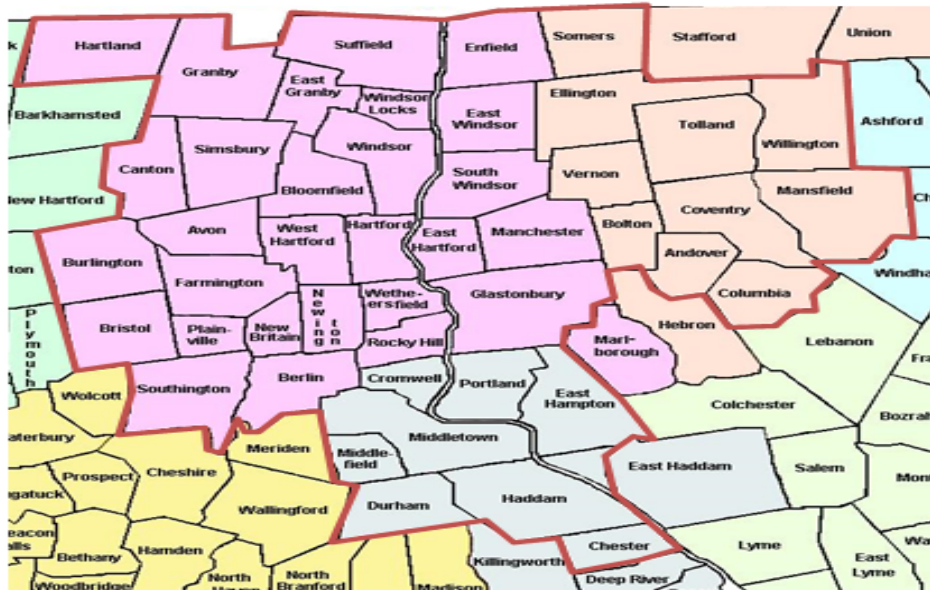
Income calculations are adjusted annually based on projection provided by the Department of Housing and Urban Development.

The Town of Simsbury follows income level projections for the Hartford-West Hartford – East Hartford Metro Area. The calculation below is for 80% and 60% of the AMI for the Hartford-West Hartford Metro Area:

	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
80% of AMI (2019)	\$ 54,824	\$ 62,656	\$ 70,488	\$ 78,320	\$ 84,586	\$ 90,851	\$ 97,117	\$ 103,382
60% of AMI (2019)	\$ 40,680	\$ 46,500	\$ 52,320	\$ 58,080	\$ 62,760	\$ 67,380	\$ 72,060	\$ 76,680

Source: HUD Income [IncomeLimits](#)

Map of Hartford-West Hartford- East Hartford Metro Area



The income levels above would be used to determine whether a residence in Simsbury could qualify as “affordable” if the monthly housing plus utility costs did not exceed 30% of the person’s income.

The table below illustrates what monthly housing costs would be for someone that making 80% and 60% of AMI based on the household size:

	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
80% of AMI Max monthly housing costs	\$1353.10	\$1566.40	\$1762.20	\$1953.00	\$2114.20	\$2271.27	\$2427.92	\$2584.55
60% of AMI Max monthly housing costs	\$1017.00	\$1162.00	\$1308.00	\$1452.00	\$1569.00	\$1684.00	\$1801.50	\$1917.00

Source: HUD Income [IncomeLimits](#)



Why is affordable housing important?

According to the 2017 Plan of Conservation and Development, 48% of respondents felt there were too few affordable housing options for first time home buyers and 44% felt that there were too few affordable housing options for elderly persons. One of the goals of the plan was to maintain and enhance the safe, healthful, aesthetic and distinctive living environment in Simsbury while providing for a range of housing choices for people of all ages and economic circumstances.

The need to provide housing options that serve segments of the population that are not as economically stable is vital.



The Law: Affordable Housing Appeals Act

The Affordable Housing Appeals Act or Connecticut General Statutes 8 – 30g, provided an avenue for additional affordable housing in Connecticut. The intent of the law was that every community in Connecticut would provide no less than 10% of total housing stock as affordable housing. Deed restrictions are utilized so that the home's affordability would be protected for a period of 30 years.

According to the Connecticut Department of Housing (DOH) 2019 Affordable Housing Appeals List, Simsbury has 4.74% of the total housing stock considered to be affordable to those individuals makes less than the area median income. The grid below breaks down the percentage as determined by DOH:

Total Households	Gov't Assisted	Tenant Rental Assisted	CHFA/USDA loans	Deed Restrictions	Total Assisted Units	Percentage of Affordable
9,132	289	50	93	0	432	4.74%

In the case of Simsbury, the gross income for a family of four cannot exceed \$78,320.00 in order to be considered 80% of AMI. A home's price or rental costs would be considered affordable if no more than 30% of the individual's or family's incomes were used for housing and utilities.



2017 Plan of Conservation and Development

Housing Diversity Goals/Objectives

1. Seek to provide for housing choices for seniors who wish to live in Simsbury, including those of limited means.
2. Seek to support seniors who wish to “age in place” in their current home.
3. Provide for appropriately scaled accessory apartments within or attached to a single family dwelling so long as one living unit remains owner occupied.
4. Promote smaller housing which could be “starter housing” for first time home buyers or “step-down” housing for seniors or meet other housing needs.
5. Consider allowing two-family dwelling units by Special Permit in appropriate locations where public water and sewers are available.

Goals for Diversifying Housing Simsbury's Housing Market

The goal of this plan is the incremental increase of affordable housing in town; seek to increase units by 1 percentage point (or 90 units) over the next 5 years.



Example of a Development that provided affordable units: Simsbury Specialty Housing

In 2015, the Simsbury Zoning Commission approved a 48 unit development for Regan Development Group as part of the Dorsett Crossing Master Plan.

The facility provided housing for individuals affirmed with MS. The rental units associated with the development were deed restricted as affordable for very low income individuals.



HOW WILL SIMSBURY MEET THE GOAL?

New Developments/Re-Developments

When considering new developments or re-developments, a consideration should be given to the inclusion of deed restricted affordable units. The inclusion of such units would be consistent with feedback the Planning Commission received during the 2017 Plan of Conservation and Development Update.

Simsbury Center

In developing the Simsbury Town Center Form Based Code, a consideration was given to finding ways to attract or spur residential development in town center. The code permits residential development with favorable densities for the developer. Simsbury Center is a walkable and vibrant town center that would be highly desirable. The Town could consider amending the Town Center Code to include an inclusionary zoning function.

Inclusionary Zoning

The existing townwide zoning regulations have inclusionary zoning regulations which provide density bonuses to certain residential development provided that a portion of the development is set aside for “affordable” units. Consideration should be given to encouraging residential development pursuant to these regulations.

In 2014, the Simsbury Zoning Commission approved a 182 unit residential development known as Garden Homes pursuant to the Master Plan for the Re-Development of 34 Hopmeadow Street

18 of the 182 rental units were set aside as “affordable” units via deed restriction.

The Zoning Commission should consider whether the practice of requiring deed restricted affordable rental units should be required for all future multi-family developments.

Connecticut General Statutes (8-2i)

permits zoning commissions to develop standards which promote the development of affordable housing to persons and families of low and moderate income. This practice is referred to as inclusionary zoning. Statute gives three options to communities to consider:

a) The setting aside of a reasonable number of housing units for long-term retention as affordable housing through deed restrictions or other means

b) The use of density bonuses

c) The making of payments into a housing trust fund to be used for constructing, rehabilitating or repairing housing affordable to persons and families of low and moderate income



Small Cities Community Block Grant Program

The Town of Simsbury managed a housing rehabilitation program for home owners in Tariffville from 1984 to 1990.

Low interest loans were granted to property owners in Tariffville to encourage re-investment in properties, correction of code violations, and overall improvement of housing options to individuals of limited economic means.

The program ceased operations in 1990 due to lack of funding available for future loans.

The Town could investigate on whether there is program income available to revive or restart the housing rehabilitation program.



HOW WILL SIMSBURY MEET The GOAL? Cont.

Small Cities Program/Tariffville

The Small Cities Program provides financial options that can assist with the rehabilitation of residential structures. A housing rehabilitation program can provide home owners/property owners the ability to re-invest into properties that provide housing options to low to moderate income individuals.

Simsbury Housing Authority

The Simsbury Housing Authority manages a facility that provides housing for individuals with limited economic means. The facility's occupancy is at capacity.

An expansion was planned in the past which would increase housing capacity for the facility. The Town could assist in investigating whether the plan could be implemented for the expansion of the facility adding more residential units to the facility.

Multi-Family Housing

The 2017 Plan of Conservation and Development has a recommendation that Zoning Commission consider permitting two family dwelling units by special exception in appropriate locations where utilities such as sewer and water services permit.



How Will Simsbury Meet the Goal? Cont.

Investigate Town Properties for the Development of Affordable Housing Projects

The town owns properties which are not encumbered with environmental restrictions that could be developed as affordable housing projects. A request for proposals could be developed by the town in order to seek interested parties for the potential development of these properties.

Rehabilitation of Distressed Properties

When a residential property is sold through the tax sale process, the Town of Simsbury should consider developing a policy to require that deed restrictions would be placed on these properties ensuring that they would remain affordable.

Government Programs

The town can investigate means to assist educating potential home buyers, sellers, and real estate agents about government programs that can designate existing Simsbury housing stock as affordable. Loan assistance programs such as the Connecticut Finance Housing Authority or USDA sponsored loans are examples of assistance that is available to qualified home owners.

Affordable Housing Ordinance

The town participates in the Small Cities Community Block Grant Program. As a condition of this program, the town is required to develop an affordable housing ordinance. The development of such an ordinance could assistance with potential regulatory hurdles that may hinder the development of affordable housing units in Simsbury.



WHO CAN ASSIST SIMSBURY?

Simsbury Housing Authority

With the possibility of an expansion to the existing facility, the Simsbury Housing Authority can provide opportunity to add to the stock of affordable housing units to Simsbury

Not-for-Profit Housing Organizations

The Housing Authority is not the only organization that can help Simsbury achieve the goal of increased affordable housing units in town. Organizations such as the Partnership for Stronger Communities can provide assists in various ways that can result in higher awareness of the need for affordable housing along with concepts that can be implemented to fulfill adding more affordable housing units.

FAVARH is an organization based in Farmington, Ct that provides affordable housing options for adults with learning disabilities. This organization is an example of groups that the Town of Simsbury could either partner with or connect a developer with to provide affordable housing units which serve a vernuble population.

Based on current figures from CT DOH, Simsbury needs to add 481 “affordable” residential units to provide for 10% of the total housing stock.



ACTIONS

The Town of Simsbury is committed to increasing the number of affordable housing units in town. Below are actions for the Town to consider so that the goal of increasing affordable housing can be met:

Action	Responsible Party	Priority Level	Target Completion
Amend subdivision Regulations to require % of new developments to be deed restricted affordable units	Planning Commission	High	December 2021
Investigate developing and implementing Inclusionary Zoning Regulations	Zoning Commission	High	January 2023
Explore using Program Income from Community Block Development Grant program to assist with creation of affordable housing units	Town Staff; CTDOH	Medium	February 2022
Identify State and Federal funding that can assist with the construction of new affordable housing units for the Simsbury Housing Authority	Town Staff Simsbury Housing Authority	High	July 2023
Consider Amending the Zoning Regulations to permit 2 family housing by special permit in areas that are served by public water and sewer	Zoning Commission	Medium	July 2023
Investigate whether there are town owned properties that can support the development of affordable housing	BOS Planning Commission Town Staff	High	January 2024
Develop policy for requiring deed restrictions for tax sales	BOS Town Staff	Medium	January 2024
Identify education resources that can assist with notify the public of government assistance programs that are available	Town Staff BOS Planning Commission	Medium	July 2024
Develop an affordable housing ordinance	BOS Town Staff Planning Commission	Medium	September 2024



Simsbury Affordable Housing Plan

Mike Glidden CFM CZEO, Director of Planning and Community Development

Affordable Housing Plan

According to Connecticut General Statutes (CSG 8-30j), each community is required to develop an affordable housing plan which illustrates how they will increase the total number of affordable housing units.

The law requires that such plans are updated every five years.

Affordable Housing Appeals

Connecticut General Statute 8-30g requires that each community in Connecticut have at least 10% of the total housing stock for the community to be considered “affordable housing”.

Communities that fail to provide 10% of their total housing stock as “affordable” are subject to appeals pursuant to this section.

How does Connecticut define “affordable housing”?

There are several ways that Statute considers a housing unit to be “affordable”

- A deed restriction can be filed to restrict the sale/resale price of house for a period of 30 years
- Government assistance such as a USDA or CFHA loan
- Rental assistance such as Section 8 or similar programs

Housing Prices

A home's price is considered to be affordable by Statute if the total cost of housing (including utilities and HOA fees) does not exceed 30% of the household's income.

For purposes of CGS 8-30g, the area median income for the West Hartford/East Hartford Metro Area (as defined by HUD) is used.

Where does Simsbury stand?

According to latest Affordable Housing Appeals List produced by the Connecticut Department of Housing, Simsbury currently has 4.47% of its total housing stock considered to be affordable.

This means in order for Simsbury to meet the 10% requirement, the community needs to create 481 new units which are considered to be affordable. This number can change if additional market rate units are created prior to adding the 481.

Goal for Simsbury's Plan

The goal of this plan is to increase that total number of “affordable housing units” by 1% over the next 5 years.

This goal of will be met by several actions that are outlined in the plan.

What is the Planning Commission looking for?

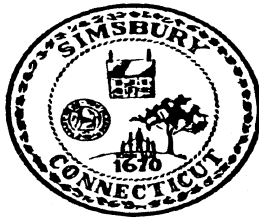
The Commission is seeking input from the public on the actions, goal, and importance of affordable housing as outlined in the plan.

Next Steps

The Commission will review the comments that are shared and incorporate these into the plan.

Just keep in mind, the Commission is limited by Connecticut General Statute 8-30g as it relates to affordable housing. The comments will be reviewed in context with this statute.

Thank You



Town Of Simsbury

33 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Planning and Community Development

Date: September 9, 2020

To: Board of Selectmen

From: Michael Glidden CFM CZEO
Director of Planning and Community Development

Re: Affordable Housing Plan - Planning Commission
--

Each community throughout Connecticut is required to develop an affordable housing plan pursuant to Connecticut General Statute 8-30j. The plans are required to demonstrate specifically how a community intends to increase the number of affordable housing units.

The Planning Commission has undertaken the task of developing Simsbury's first affordable housing plan.

The commission will be scheduling a public informational meeting to discuss a draft plan in October. At this meeting, the commission will present a draft plan and seek input from the community.

As part of the process of developing the plan, the commission is seeking guidance from the Board of Selectmen. The commission would like to know if there are specific goals/objectives that the Board of Selectmen would like to see in an affordable housing plan for Simsbury. Any goals/objectives need to follow the requirement of 8-30j, meaning these actions need to result in an increase of affordable housing units in Simsbury.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Dispatchers Successor Collective Bargaining Agreement, 2019 – 2022

2. **Date of Board Meeting:** November 9, 2020

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

Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager;
Nicholas Boulter, Chief of Police

Maria E. Capriola

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

The Board of Selectmen has three options as follows:

- **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.
- If the Board is dissatisfied with the proposed successor collective bargaining agreement, **Option B** would be to reject the agreement as presented. If the Board rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, the services of a mediator are used and/or the parties would proceed to binding arbitration.
- **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

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

Move, effective November 9, 2020, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and UE LOCAL 222, CILU/CIPU, CILU LOCAL #41, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2022.

5. **Summary of Submission:**

Staff has negotiated a proposed successor collective bargaining agreement with UE LOCAL 222, CILU/CIPU, CILU LOCAL #41, the unit representing our Dispatchers. The Union ratified the tentative agreement on November 5, 2020. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement.

Highlights of the proposed agreement are as follows:

- Duration
 - 3 years – July 1, 2019 through June 30, 2022
- General Wage Increases
 - FY 20: 2.25%
 - FY 21: 2.35%
 - FY 22: 2.35%
- New hires will need to have ten years of continuous eligible service to be eligible for retiree medical insurance coverage. Existing employees remain eligible after five years of continuous eligible service
- Contributions for employees participating in the defined benefit plan will increase by 0.75% to 5.75% of salary in FY 20/21 and by another 0.75% to 6.25% of salary in FY 21/22
- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased
- If an employee obtains their EMT certification on their own time and with their own funds, they will qualify for an annual stipend of \$250
- The contract provides for an additional holiday (Veterans Day) to be closer to the holiday allotment provided for other groups in town. For dispatchers, holidays are granted in the form of compensatory leave
- Language was updated throughout the document, including changing First Selectmen to Town Manager to reflect the current form of government, clarification of leave accruals, and other housekeeping items

6. Financial Impact:

When fully staffed the UE LOCAL 222, CILU/CIPU, CILU LOCAL #41 union represents 7¹ full-time dispatchers. When factoring in the general wage increase, step increases, payroll taxes, pension, and other benefits the total contract reflects an increase of \$16,918 or 2.50% for FY20. Subsequent increases reflect an increase of \$9,461 or 1.37% for FY21 and \$22,385 or 3.19% for FY22. This accounts for modest salary savings due to staffing transitions that occurred during the course of contract negotiations. Fluctuations between FY20 and FY21 are due to changes in employee elections for health coverage. A significant projected cost driver is health insurance, despite negotiating plan design changes that will generate some savings to the Town.

State-wide, we are seeing negotiated settlements during the life of this contract award (average) general wage increases in the 2.20%-2.25% range, comparable to what has been negotiated.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and UE LOCAL 222, CILU/CIPU, CILU LOCAL #41

¹ Currently one vacancy; 6 employees currently covered by the agreement

Total Estimated Contract Cost

	Total Base Salaries ¹	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension ²		Health Insurance		Total	% Change
						Employer Costs	Increased Employee Contributions	Employer Share ³	Plan Design Changes ⁴		
Baseline (FY19)	\$ 459,842	\$ 35,178	\$ 10,714	\$ 1,642	\$ 2,345	\$ 85,301	\$ -	\$ 80,567	\$ -	\$ 675,589	
FY20 - 2.25% GWI	\$ 475,141	\$ 36,348	\$ 11,071	\$ 1,696	\$ 2,423	\$ 88,139	\$ -	\$ 77,689	\$ -	\$ 692,507	2.50%
FY21 - 2.35% GWI	\$ 489,641	\$ 37,458	\$ 11,409	\$ 1,748	\$ 2,497	\$ 90,828	\$ (2,227)	\$ 70,614	\$ -	\$ 701,968	1.37%
FY22 - 2.35% GWI	\$ 507,403	\$ 38,816	\$ 11,822	\$ 1,811	\$ 2,588	\$ 94,123	\$ (2,279)	\$ 75,910	\$ (5,843)	\$ 724,352	3.19%

1 - Accounts for salary savings due to staffing transitions that occurred during the course of contract negotiations.

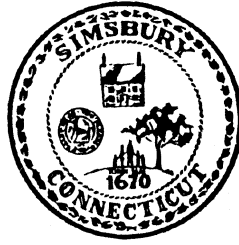
2 - Town contribution to general government plan, based on 7/1/19 valuation, is 18.55% of current payroll. These figures assume no change in interest rate assumption.

3 - Assumes 7.5% increase for FY22; preliminary estimate pending analysis by Lockton, which will include actuarial COVID factors. Fluctuations between FY20 and FY21 are due to changes in employee elections for coverage.

4 - Estimated costs savings associated with the implemented of plan management changes (pharmacy management/drug utilization; medical management)

FY20			
	Base	Contingency	Total
Budgeted (2.35%)	\$ 485,788	\$ 11,416	\$ 497,204
Negotiated (2.25%)			\$ 475,141
Difference			\$ 22,063

FY21			
	Base	Contingency	Total
Budgeted (2.25%)	\$ 502,139	\$ 11,298	\$ 513,437
Negotiated (2.35%)			\$ 489,641
Difference			\$ 23,796



EMPLOYMENT AGREEMENT

BETWEEN

**THE TOWN OF SIMSBURY,
CONNECTICUT**

AND

**UE LOCAL 222,
CILU/CIPU, CILU LOCAL #41**

**JULY 1, ~~2016~~ - JUNE 30, ~~2019~~
July 1, 2019 – June 30, 2022**

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	APPENDIX B	

PREAMBLE

This Agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as the Town, and UE Local 222, CILU/CIPU, CILU Local #41, hereinafter referred to as the Union, and is effective as of July 1, 2016 except as otherwise indicated.

ARTICLE 1. RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all civilian dispatchers of the Simsbury Police Department, excluding supervisors, temporary, substitute, and all other employees excluded by the Municipal Employees Relations Act, C.G.S. Section 7-467a, et seq.

ARTICLE 2. UNION SECURITY

Section 1. Each employee may become a member of the bargaining unit upon hire. A Union representative will be allowed to meet monthly with new dispatchers for thirty (30) minutes during working hours to review contract, provide union information and card signing. ~~As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing, or shall be assessed a "Union Service Fee." Each new employee, as a condition of employment shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.~~

Section 2. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages, such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union amounts collected once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages arising out of the operation of this article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made as the case may be.

ARTICLE 3. UNION BUSINESS LEAVE

Section 1. One (1) member of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. However, when such leave from duty for conducting the informal step, Step 1, Step 2, and Step 3 will create a staffing shortage among the sworn uniformed personnel called upon to perform dispatching duties, such leave may not be granted. In such an event, the time frames for processing grievances shall be held in abeyance and another meeting shall be scheduled. Requests for leave to attend Step 4 of the grievance procedure (arbitration) shall not be denied.

Section 3. One (1) member of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed an aggregate of three (3) working days in any fiscal year. Such leave shall be contingent upon a written request by the employee and approved by the Chief of Police upon reasonable notice in advance of the requested leave date and subject to the operating requirements of the Department.

ARTICLE 4. PROBATIONARY PERIOD

Section 1. All new employees shall serve a probationary period which will continue for one (1) year after successful completion of CTO Training.

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

Section 3. All employees after completion of probationary period shall acquire length of service records as of the date they began the probationary period.

ARTICLE 5. GRIEVANCE PROCEDURE - NO STRIKE

Section 1. Purpose

The purpose of the grievance procedure shall be to resolve employee grievances on as low an administrative level as is possible so as to insure employee morale without impairing police department efficiency. No grievance settlement shall contravene the provisions of this Agreement.

Section 2. Definitions

- A. A "grievance" is defined as any of the following:
 - 1). dispute or disagreement arising out of discharge or suspension; or
 - 2). a claim that there has been a misinterpretation or misapplication of a specific provision of this Agreement.
- B. "Days" are defined as calendar days.

Section 3. Procedure

- A. Any employee may use this grievance procedure with or without Union assistance.
- B. Both parties recognize the importance of prompt and expeditious processing of grievances. Therefore, each of the time limits provided herein shall be considered as a maximum, provided that any such time limit may be extended by mutual agreement. Failure to appeal a grievance within the designated time shall be considered acceptance of the last decision rendered. Failure to respond to appeal a grievance within the designated time shall be deemed a denial of the grievance and the grievant may immediately proceed to the next step of the procedure. Any grievance not filed in writing within ~~ten~~ **fifteen (15)** calendar days of the event or condition giving rise thereto shall be deemed waived.
- C. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order;

STEP 1 (Informal Step):

Any employee may submit a grievance to the Patrol Shift Supervisor as soon as possible but not later than three (3) calendar days ~~twenty-four (24) hours~~ following the event or condition giving rise to the grievance. The Patrol Shift Supervisor shall attempt informally to resolve the grievance. If the grievance is not resolved informally to the satisfaction of the employee within ~~three ten (310)~~ calendar days, the

employee shall submit the grievance in writing pursuant to the time limits specified in Step 1.

STEP 2~~1~~

If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Communications Division Commander within ten (10) calendar days of receipt or due date of the decision rendered at Step 1 above. After the Communications Division Commander receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within ten (10) calendar days of the receipt of the grievance. If the employee's immediate supervisor is the Communications Division Commander, he or she proceeds to Step 3.

~~Any employee with a grievance shall submit said grievance in writing to the Communications Division Commander as soon as practicable and in no event later than ten (10) days from the event or occurrence giving rise to the grievance. The Communications Division Commander shall use his/her best efforts to resolve the dispute. The Communications Division Commander decisions shall be submitted in writing to the aggrieved employee within five (5) days of receipt of the grievance.~~

STEP 3~~2~~

If the employee or the Union is not satisfied with the decision rendered by the Communications Division Commander, the employee and/or his representative shall submit the grievance in writing to the Chief of Police within ~~ten seven~~ (10~~7~~) calendar days after the date of the Commander's decision. Within ten (10) calendar days after receipt of the grievance, the Chief of Police shall meet with the employee and/or the Union, and such other persons as he/she deems necessary for the discussion and settlement of the grievance. The Chief of Police shall render a written resolution of the grievance within ten (10) calendar days of such meeting. ~~The decision of the Chief shall be submitted in writing to the aggrieved employee and the Union within five (5) days after receipt of grievance.~~

STEP 4~~3~~

If the employee or the Union is not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing within ten (10) ~~calendar~~ days after the date of such decision, to the Police Commission who shall render a decision within thirty (30) ~~calendar~~ days after receipt of the grievance.

STEP 5~~4~~

If the Union is not satisfied with the decision rendered, it shall, within ~~fourteen~~ **thirty (1430) calendar** days after the receipt of the decision of the ~~Board of~~ Police Commission submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and procedures. Only the Union shall have the right to appeal a grievance to arbitration hereunder. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall be bound by the provisions of this Agreement and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

Section 4. Mediation

The mediation services of the State Board of Mediation and Arbitration may be used at any time provided either party so desires.

~~Section 5. Recording of Minutes or Testimony~~

~~Either party shall have the right to employ a public stenographer at its own cost at any step in this procedure.~~

Section 6. Meetings

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in Steps One, Two, Three, ~~and~~ **Four and Five**. The Town and the Union agree that any meeting held pursuant to this provision is part of the collective bargaining process. The Town and The Union further agree that if a meeting is being held at Step Three regarding discipline in the form of a suspension or termination, the employee who is the recipient of the discipline has the right to have the meeting held in public or a closed meeting.

Section 7. Union as Grievant

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees, except that such grievances shall begin at Step ~~3~~ **2**.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at Step ~~3~~ **2**. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent.

When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This

mutual review procedure shall not require more than seven (7) **calendar** days, subject, however, to mutual extension of period for review if circumstances so require.

If any such grievance cannot be settled on the basis of a precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limits established in this Agreement.

Section 8. Representation

Either party shall have the right to be represented by an attorney at any step in the grievance procedure after ~~the~~ **Step 1 (Informal Step)**.

Section 9. No Strike

The Union agrees that it will not call or support any strike, sympathy strike, picketing, slowdown, sick-in, or any other concerted refusal to render services to the Town.

ARTICLE 6. LEAVE

Section 1. Sick Leave

Sick Leave shall be granted as follows:

- A. As used herein, the term "sick leave" means an absence from work because of illness, incapacity or injury to an employee not arising out of or during the performance of duty, and for which the employee is compensated at his regular rate of pay. The Town reserves the right to check the home of any employee who claims sick leave, to request a medical certificate for any sick leave of over three (3) days, and to require the employee to visit a licensed physician chosen and paid by the Town for the purpose of having the employee examined in order to verify the employee's fitness for duty. In the event of frequent or habitual absence from duty, or when in the judgment of the Chief reasonably exercised it appears that an individual is abusing sick leave, the Town may require a medical certificate for further sick leave, provided the employee has been warned at least once in writing in advance of the request. This certificate shall be an original and shall state the diagnosis, prognosis, and estimated return date.

In addition to the foregoing, an employee may use up to five (5) sick days annually in the event of an illness of a member of the employee's immediate family, defined as parent, child, spouse or civil union partner.

- B. Effective July 1 of each year, full-time employees shall be eligible to accrue sick leave at a rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one-hundred forty (140) days. ~~Employees shall begin accruing sick leave during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing sick leave during the month following the month of hire if the hire date is after the 15th of the month. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half the month or be on an authorized paid leave of absence.~~ Except as required by law, ~~P~~part-time employees shall not be eligible for paid sick leave.
- C. Each member of the bargaining unit shall be entitled to one (1) personal day ~~for~~ each three (3) month period of consecutive regularly scheduled days worked without taking sick leave. A maximum of one (1) personal day may be carried over into the next fiscal year for cases where the employee may not have sufficient time in the current fiscal year to use said personal day. This request must be made in writing to the Chief of Police for approval by the ~~Town Manager First Selectman~~ or his/her designee.

Section 2. Death in the Family

Full-time employees shall be allowed up to ~~five~~ ~~three~~ (35) days off with pay ~~up to and including the day after the to attend~~ funeral or other memorial services with approval of the Shift Supervisor for death in the immediate family (defined as mother, father, ~~child/step-child, or spouse (residing in the home with the employee or in a long term care facility or similar facility) mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, civil union partner, son, daughter, step-son/daughter, grandmother, or grandfather).~~ Three ~~One~~ (13) days off with pay will be allowed up to and including the day after the funeral or other memorial services ~~will be allowed for attendance at the funeral or other memorial service of~~ for an employee's sister, brother, grandparent, grandchild, mother-in-law, or father-in-law ~~other relatives~~ with approval of the Shift Supervisor. One (1) day off with pay will be allowed for attendance at the funeral or other memorial services of an employee's aunt, uncle, nephew, niece, sister-in-law, brother-in-law or spouse of the employee not residing in the home with the employee. It is the intent of this article that funeral leave be taken from the date of death up to and including the date of the funeral. Funeral leave is not intended for memorial or related services that may be held at a future date; however, in the Chief's sole discretion, this may be permitted for exigent circumstances. Employees taking funeral leave will complete the Department's standard certification form. Nothing herein shall be deemed to prevent an employee from requesting an additional two (2) days of time off with pay (if the employee applies his/her

vacation leave) in cases of extreme hardship or travel or without pay for attendance at a funeral not provided for herein, and such requests shall not be unreasonably denied.

Section 3 *Family and Medical Leave*

A. Employees shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in accordance with the Town's FMLA policy. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's Office.

~~A. Employees may be eligible for unpaid FMLA leave in accordance with federal law. Entitlement to such leave shall be computed utilizing a rolling twelve-month (12) period measured backward from the date leave is used.~~

~~B. If an employee's spouse is also employed by the Town, the combined total number of weeks of leave to which both may be entitled under this Section for the birth or adoption of a child or to care for a parent with a serious health condition shall not exceed twelve (12) weeks.~~

~~C. Procedure for Requesting Family or Medical Leave~~

~~1) If the need for the leave is foreseeable, requests for a medical leave of absence due to an employee's serious health condition or a family leave of absence due to the serious health condition of a child, spouse or parent shall be made at least thirty (30) days from the date leave is to be used, and the employee shall provide the Town, on a form provided by the Town, with written certification from the physician or other health care provider of such employee, child, spouse, civil union partner or parent stating the following:~~

~~a. the nature of such illness and its estimated duration;~~

~~b. in the case of a family leave, that the employee is needed to care for the family member;~~

~~c. in the case of a medical leave, that the employee is unable to perform the essential functions of his/her position; and~~

~~d. in the case of leave taken intermittently or on a reduced schedule, the medical necessity for such leave, the dates on which treatments are anticipated and the expected duration of the treatment and the intermittent leave schedule.~~

~~2) If the need for leave is the result of an emergency, the request for leave and written certification described in Section (a) shall be provided by the employee after the leave begins.~~

- ~~3) Upon the request of the Town, an eligible employee requesting a medical leave of absence because of his or her own medical condition shall submit to an examination by a medical doctor selected and paid for by the Town.~~

~~BD. Reinstatement at Expiration of Leave~~ Return to Work Following an Authorized Family Medical Leave

- 1) Whenever possible, any eligible employee who takes a medical leave of absence pursuant to this Section shall provide the Town with a least two weeks advance notification of the date he or she intends to return to work. In order for an employee to return to work following an FMLA leave, the employee must provide a certification from the health care provider authorizing the employee's return. In the event the FMLA benefit has been exhausted but the medical leave extends beyond the FMLA period, or if modifications or restrictions are required in order for the employee to return to work, a separate return to work status form may be required. If the Town is unable to reasonably accommodate any required work modifications or restrictions, the employee's return to work may be delayed.
- 2) Upon the expiration of any leave taken pursuant to this Section, the employee shall be entitled to return to his/her original position from which the leave of absence was provided or, if not available, to an equivalent position with equivalent pay, benefits and terms and conditions of employment except that in the case of a medical leave, if the employee is medically unable to perform the employee's original job upon the expiration of such leave, the employer shall transfer such employee to work suitable to his/her physical condition where such work is available. The employee shall also be entitled to all accumulated seniority, retirement, fringe benefit and other service credits the employee had at the commencement of such leave. Employees shall continue to accrue seniority, retirement, other service credits during the period of the leave of absence.

~~C E.~~ Coordination With Other Leave Provisions

- 1) Any other leaves provided for in this Agreement which are also covered by the Federal Family and Medical Leave Act, as amended from time to time, shall be included in the entitlement provided by this section and shall not be in addition to such entitlement.
- 2) ~~An eligible~~ Employees shall exhaust all applicable accrued paid leave prior to requesting an ~~taking~~ unpaid leave of absence: ~~to care for a dependent relative.~~ ~~An eligible employee shall exhaust all~~

~~A) Available sick leave should be used and exhausted first.prior to taking unpaid leave for the serious health condition of the employee. Notwithstanding the foregoing~~

B) Accrued vacation, compensatory time, or personal leave may be used in any order following the exhaustion of accrued sick leave.

~~Aan employee who requests and receives a leave of absence as described above may elect to reserve five (5) days of vacation days and five (5) days of sick leave so they may to be used after the conclusion of the leave.~~

Section 4. Workers' Compensation Leave

Workers' Compensation Leave, as distinguished from sick leave, means paid leave given to an employee because the accident or injury occurred while the employee was engaged in the performance of his/her duties. The Town may supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time absent on injury leave. The employee must sign an agreement to reimburse the Town the amount of the Workers' Compensation pay if he/she wishes to be paid by the Town prior to submission of the Workers' Compensation pay voucher.

Health insurance will continue as long as the employee is receiving workers compensation, as required by law. Health insurance will continue for employees on an approved long term disability leave of absence, as long as the employee remains in an active status with the Town and has not been separated from service, resigned, or retired. Under these circumstances, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

ARTICLE 7. VACATION

Section 1. All vacation time shall be taken in the vacation year (July 1 through June 30) with no overlapping or accruals from year to year without written approval by the Chief of Police, based upon the following schedule.

Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment. Compensatory time is available for use upon accrual, in accordance with Article 11, Section 9.

Full- Time Employee
COMPLETED SERVICE
(As of July 1st)
VACATION ENTITLEMENT

Less than 1 year	Prorated
1—5 years	10 days
5-10 years	15 days
10-14 years	20 days
15 years or more	One (1) additional day per year, with a maximum of twenty five (25) days per year

Length of Continuous Service	Vacation Leave Accrual per Month	Vacation Leave Accrual per Year	Maximum Accrual on November 1st
Less than 1 year	Prorated	Prorated	Prorated
1 - 5 years	6.67 hours ≈ 0.83 days	80 hours ≈ 10 days	160 hours ≈ 20 days
5-10 years	10.00 hours ≈ 1.25 days	120 hours ≈ 15 days	200 hours ≈ 25 days
10-14 years	13.34 hours ≈ 1.67 days	160 hours ≈ 20 days	240 hours ≈ 30 days
15 years	14.00 hours ≈ 1.75 days	168 hours ≈ 21 days	248 hours ≈ 31 days
16 years	14.67 hours ≈ 1.83 days	176 hours ≈ 22 days	256 hours ≈ 32 days
17 years	15.34 hours ≈ 1.92 days	184 hours ≈ 23 days	264 hours ≈ 33 days
18 years	16.00 hours ≈ 2.00 days	192 hours ≈ 24 days	272 hours ≈ 34 days
19 years or more	16.67 hours ≈ 2.08 days	200 hours ≈ 25 days	280 hours ≈ 35 days

Part-time employees are not eligible for paid vacations.

Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her annual earned vacation leave as defined in the table above. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department, and then forward the request to the Town Manager's Office no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

Section 2. Credit Upon Termination

For full-time employees, vacation pay or vacation time accrued shall be provided upon separation. An employee shall be paid for vacation time earned the previous vacation year and not used up in the present vacation year upon separation from employment.

Earned vacation pay will be prorated to the date of termination of employment at the following rate:

One twelfth (1/12th) of full vacation pay for each full month of completed service commencing July 1 and ending the next June 30.

"Full vacation pay" shall mean the amount of vacation pay the employee would receive if he/she had remained on the payroll in his employment status (at the time of termination) throughout the next succeeding June 30.

In the event of death of an employee, the employee's accrued vacation shall be paid to the beneficiary designated in the life insurance policy, or in the absence of one, the estate.

Section 3. Payment of Salary in Lieu of Vacation

No additional salary will be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

Section 4. Break in Service

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town service and are later restored shall be considered as new employees.

Section 5. Advanced Vacation

No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation must be submitted by the employee to the Chief of Police in writing.

Section 6. Sickness While on Vacation

An employee who becomes ill while on vacation may not deduct illness from vacation time unless a medical certificate confirms the illness.

Section 7. Advanced Vacation Pay

Employees wishing vacation pay in advance must notify the Chief of Police one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

Section 8.

Employees' choice of vacation schedule shall be granted whenever practicable. Seniority among bargaining unit members shall prevail in the selection of vacation up to a two (2) week period. The Chief of Police shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department. No more than two (2) employees in this unit may be scheduled off for full week vacation at the same time. **No more than two (2) employees may be scheduled off for vacation or compensatory leave for any 24-hour patrol sheet.** Such rights shall not be unnecessarily restrictive, however.

Section 9.

Employees shall provide a minimum of forty-eight (48) hours notice in advance of their scheduled shift to take vacation time. Shift vacancies created by requests made with less than forty-eight (48) hours notice will not be filled by order-ins.

Employees who make a written request for vacation leave in advance shall not be bumped from such vacation within thirty (30) days of the vacation leave date requested as the result of changing squads or as the result of having less seniority among members of the bargaining unit. Employees who request at least five (5) but no more than ten (10) priority vacation leave days at least 120 days in advance shall not be bumped after such request is approved as the result of changing squads or having less seniority among members of the bargaining unit. However, only one such priority vacation leave request shall be designated as priority vacation leave by the employee on the written request. No employee shall be refused or have altered any vacation as a result of the military obligation of any other employee.

Section 10.

Any employee who is laid off as the result of a reduction in force, and who is subsequently recalled, shall receive credit for seniority prior to layoff for the purpose of earned vacation under this Article.

**ARTICLE 8.
HOLIDAYS**

Section 1. Paid Holidays

The following holidays shall be observed by all permanent, full-time employees, and shall be granted with pay **as outlined in this Article:**

New Year's Day
Martin Luther King Day (Observed)
Good Friday
Memorial Day (Observed)
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
Veterans Day

Section 2.

A. ~~When a holiday falls on an employee's regularly scheduled day off, the employee shall be granted an additional day off as compensatory time. Such day off shall be taken at a time agreeable to the Chief of Police, and shall not be denied without sufficient reason.~~
Each employee shall be compensated with eight (8) hours of compensatory time for each of the observed holidays in Article 8, Section 1, regardless of whether or not the employee works the holiday.

B. ~~When a holiday falls on a day the employee is regularly scheduled to work, the employee shall receive the rate of compensation described in Article 8, Section 3 or 5, respectively and may take another day off. Such day off shall be taken at a time agreeable to the Chief of Police, and shall not be denied without sufficient reason.~~

For each eight (8) hour shift that an employee works on one of the observed holidays in Article 8, Section 1, the employee shall receive the rate of compensation described in Article 8, Section 3 or 4, respectively.

C. ~~Any employee who is scheduled to work a shift on a holiday, but who does not work such scheduled shift for whatever reason, shall forfeit holiday pay and compensatory time for such day.~~

Section 3. Except as provided below, full-time and part-time employees, who are required to work on **an observed designated holiday in Section 1** shall be paid at a rate of time and one-half.

~~**Section 4.** Whenever any said holiday falls within paid vacation time said holiday shall not be charged against earned vacation. The employee shall be given another vacation day off to compensate for said holiday at a time mutually agreeable to the employee and the Town.~~

~~**Section 5.** If the Town is unable to staff a designated holiday with a part-time employee and finds it necessary to utilize a full-time employee, the~~ Full-time employee shall be compensated at double his/her regular hourly rate on the following designated holidays:

New Year's Day
Memorial Day (Observed)
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

ARTICLE 9. UNIFORMS

Section 1. Each full-time dispatcher shall receive a complete uniform from the Town consisting of three (3) pants, three (3) long sleeve shirts, (1) Wooly Pully uniform sweater, three (3) short sleeve shirts, a uniform jacket, a belt, patches and nameplate. Each part-time dispatcher shall receive two (2) pants, two (2) long sleeve shirts, one (1) Wooly Pully uniform sweater, two (2) short sleeve shirts, a uniform jacket, a belt, patches and a nameplate.

Section 2. The Town will provide replacement of uniform items as required.

Section 3. If an employee leaves the Town's service for any reason, all uniforms shall be returned to the Town.

Section 4. Female employees shall receive uniform clothing designed for women.

ARTICLE 10. SENIORITY

Section 1. Seniority is defined as continuous service from the first day of employment. Whenever more than one (1) person begins employment in the

department on the same day, the seniority of each individual as it relates to others employed the same day shall be determined by the order of appointment.

Section 2. Seniority shall not be broken by vacations, sick time, suspension, any authorized leave of absence, any call to military service for the duration of one enlistment or layoff of up to two (2) years.

Section 3. The purpose of seniority is to provide a declared policy of the right of preference as to vacation, layoff and recall.

Section 4. An employee's seniority shall be considered broken if he voluntarily quits, is discharged, is absent from scheduled work for five (5) consecutive days without notifying the department, or fails to return to work within fifteen (15) calendar days after notice by certified letter of recall from layoff to an equivalent position.

Section 5. The Town ~~shall~~ **may** maintain a separate list for part-time employees for the purpose of scheduling, layoff and recall, and possible full-time employment.

Section 6. If the Town decides to create and/or fill a vacant full-time dispatcher position, it ~~shall~~ **may** first offer such position to part time dispatchers who are certified. Award of the full time position shall be made of the basis of skill and ability. When such factors are equal, seniority shall be the determining factor. If there are no certified part-time dispatchers, the Town may also seek outside applicants. Refusal of a full-time position shall affect neither the seniority nor the employment status of a part-time dispatcher.

Section 7. When the Town deems it necessary to reduce the working forces of the bargaining unit due to lack of work, the order shall be as follows: part time employees before full-time employees.

ARTICLE 11. HOURS OF WORK

Section 1. The regular workday shall be eight (8) consecutive hours, which shall include one (1) paid hour for meals. Employees shall not be eligible for compensatory time or other additional pay in the event that they are unable to take their meal break due to work requirements.

Section 2. The regular work schedule for members of the bargaining unit shall be maintained on the basis of five (5) consecutive days worked with two (2) days off, followed by five (5) consecutive days worked with three (3) days off, provided that

each employee shall be required to work no less than twenty (20) days in any thirty (30) day bid period and no less than sixty (60) days in any ninety (90) day bid period.

Shift assignments for dispatchers shall be determined by bidding every three (3) months according to seniority. ~~The bidding process shall apply to the position of Jump Dispatcher.~~

~~Civilian dispatcher(s) shall be employed as a "Jump Shift Dispatcher(s)." Said dispatcher(s) shall be used solely for the purpose of coverage on the shifts in which the other full time civilian dispatchers are scheduled for their regular days off (excluding holidays and vacation days).~~

~~If the "Jump Shift Dispatcher," is terminated or if he or she voluntarily departs employment as such, it will in no way be cause to use anyone of the other full time dispatchers as a "Jump Shift Dispatcher." The other full time civilian dispatchers will continue to work on a bid shift basis. A jump shift dispatcher replacement shall be sought for employment.~~

Section 3. Hours worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half. Part-time employees shall receive overtime pay when they work in excess of eight (8) hours per day but shall not be eligible to receive compensatory time in lieu of overtime pay.

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

Section 5. ~~Mandatory training, in excess of the scheduled workday, will be paid at the rate of time and one-half.~~ At the discretion of the Chief or his/her designee, an employee's regular shift may be changed with notice of seventy-two (72) hours for the purpose of temporary assignment or training.

Section 6. All overtime work shall be first offered to regular full-time employees of the bargaining unit and they shall be given first preference for all such overtime work. ~~If an employee is offered overtime work and refuses to work, the refusal will be counted toward the employee's total overtime hours accrued.~~ If an employee signs up for overtime work and is assigned such overtime work, he/she shall be required to work the assignment. The Town shall have the right to order in employees to work overtime ~~on a rotating basis~~, with all members of the bargaining unit included.

To fill a vacant eight (8) hour shift that is known ninety-six (96) hours or greater before the vacancy, volunteers will be sought by sign up. The vacant shift will

be assigned to a volunteer forty-eight (48) hours, within reason, prior to the vacant shift based on the least accumulated overtime hours available at the time of assignment. If there are no volunteers, the mandatory assignment process will occur.

To fill an eight (8) hour shift that is known less than ninety-six (96) hours before the vacancy, volunteers will be sought through a call-out procedure at the earliest convenience and volunteers will be assigned based on the least accumulated overtime hours available at the time of the assignment.

If there are no volunteers for a vacancy, the mandatory assignment process will occur. The vacancy will be filled by the least senior dispatcher working the shift immediately before the vacancy. If that dispatcher is not capable of working the vacancy shift [e.g. due to already working sixteen (16) hours in a row or an approved vacation/compensatory day], it will be filled by the least senior dispatcher working immediately after the vacancy. If the vacancy is still not filled, a police supervisor will order in a dispatcher based on least seniority.

Section 7. When the Chief of Police or his agent determines that there is not sufficient manpower to cover a shift or police activity, the Chief or his agent shall call in such manpower as he/she deems necessary. To the extent possible, call-in will be in reverse order of seniority.

Section 8. Any member of the bargaining unit may switch assigned work days with the approval of the shift supervisor, or may trade shifts with another member of the unit, regularly scheduled for dispatching assignment, provided that in either case the shift or trade does not incur additional costs to the Town and adequate manpower is maintained and further provided that both employees involved in the trade are actually able to perform their duties on the shift in question at the time of the trade. Partial shift swaps will be allowed at the beginning or the end of shifts.

Section 9. In lieu of overtime compensation, full-time employees may elect compensatory time subject to the following provisions:

- A. A maximum of ninety (90) hours of compensatory time (sixty (60) hours of work at the overtime rate) may be accumulated; a maximum of eighty (80) hours of compensatory time may be carried over from one fiscal year to the next;
- B. Compensatory time off will have the same priority and be utilized the same way as vacation time;
- C. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by such employee during the last three (3) years of employment.

Section 10. Part-time dispatchers ~~will~~ **may** be utilized, as available, to fill all shifts where the vacancy in such shift is known at least thirty-six (36) hours prior to the commencement of such shift. In the event there is no part time dispatcher available to work or the vacancy in the shift becomes known less than thirty-six (36) hours prior to the commencement of such shift, full time dispatchers will be given preference to fill the vacancy as follows: the overtime list of volunteers will be exhausted in order of the least hours to the maximum hours, with such list to remain in effect for one (1) year.

~~**Section 11.** The Memorandum of Understanding dated April 20, 2003 concerning Article 11, Sections 6 and 10, is no longer applicable such that the Town shall retain discretion with regard to incurring overtime costs, consistent with the contractual terms.~~

ARTICLE 12. INSURANCE

Section 1. The Town reserves the right to change **health** insurance carriers provided that coverage under new plans is **substantially equivalent** ~~comparable~~ to coverage presently in effect, provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

Section 2. The Town will provide each full-time employee who elects coverage with a choice of the following insurance or insurance that is comparable to that set forth below:

- A. **Health Insurance:** (1) A ~~Preferred Provider Organization option (PPO); a~~ Health Maintenance Organization option (HMO), which both include a prescription drug program with revised benefit terms, services and co-payments as set forth in Appendix B; ~~and or~~ (2) a High Deductible Health Plan (HDHP) and a Healthcare Savings Account (HSA) option. ~~as a non-mandatory alternative to the above two options. Effective July 1, 2018 the PPO option shall be discontinued.~~

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

- B. **Dental Coverage.** The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to coverage presently in effect including access to dental care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.
- C.

- C. ~~Term Life Insurance in the amount of \$5,000 paid by the Town, and up to twice salary provided the employee contributes twenty percent (20%) to the premium cost for the excess.~~

Term Life Insurance coverage is available to full-time employees up to two times the employee's base annual earnings, rounded to the next higher \$1,000. The first \$5,000 of coverage is paid by the Town (referred to as "basic coverage"). The employee may elect additional coverage of either one or two times their base annual earnings (minus the basic coverage) and are responsible for 20% of any additional coverage cost.

- D. Long-term disability coverage ~~after the six month (6) waiting period, benefits equal to sixty percent (60%) salary up to a maximum of \$1,500 per month~~ is available to full-time employees. Coverage shall be paid by the Town. An employee who meets the definition of disability and provisions of the LTD policy, as determined by the insurance company, may receive up to 60% of their pre-disability earnings (reduced by deductible income) for the duration that the employee remains disabled. As an insured product, benefits are paid by the insurer. A one hundred and eighty (180) calendar day waiting period beginning from the date of disability applies before benefits may commence.

Employment may terminate as of the date LTD benefits commence. At the sole discretion of the Town Manager, an extended leave of absence may be granted for extenuating circumstances not to exceed one hundred and eighty (180) calendar days.

Health, dental and vision benefits will terminate at the end of the month following end of employment or an approved extended leave of absence. Employees will be eligible for COBRA upon termination of coverage.

Life Insurance for employees on disability will terminate as of the date of termination or the end of an extended leave of absence.

- E. Employee Assistance Program. The Town shall offer members of the bargaining unit participation in ~~the Lexington Group Employee Assistance Program or an comparable~~ Employee Assistance Program (EAP). The Town will fund the cost of the EAP.
- F. Credit for Declination of Health Care Coverage. Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis provided the employee can provide evidence on an annual basis of coverage by other health insurance. In the event that an

employee experiences a qualifying event and seeks to enroll in the Town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the Town's health ~~insurance pool care program~~ through coverage of a spouse or family member. ~~Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits.~~ Payments under this program shall not be retroactive and shall begin upon the effective date of this Agreement.

The Town will also provide eligible dependent coverage for any employee who elects such coverage under paragraphs A and B. Employees hired before July 1, 2005 shall contribute fifteen percent (15%) of such premium costs for the insurance elected in paragraphs A and B above for themselves and their eligible dependents for the full contract term. Employees hired on or after July 1, 2005 shall contribute twenty percent (20%) of such premium costs for the full contract term ~~for the HMO plan and corresponding dental coverage, and fifteen percent (15%) of such premium for the full contract term for the HDHP plan and corresponding dental coverage.~~

The employee contributions towards medical insurance premium costs shall be on a pre-tax basis.

G. For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family) for FY20, FY21, and FY22:

- 50% of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. Two equal payments, in aggregate totaling 50% of the deductible, will be made once in July and once in January.
- Due to exigent circumstances, an employee may make a request to the Town to receive the Employer's July and/or January contribution(s) to the HSA account ahead of schedule, within a fiscal year. The Town will review such requests on a case-by-case basis. If such a request(s) is approved by the Town, the Town and the Union will not require a Memorandum of Agreement.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the HDHP plan due to a qualifying event or open enrollment will be prorated based upon the month that coverage in the plan begins. For example, if a new hire enrolls in the plan for single coverage on September 1, 2019, they would receive a pro-rated contribution from the Town for the fiscal year as follows: Annual

town contribution amount, divided by twelve months, multiplied by ten months in the plan = total pro-rated contribution $((\$1,000/12)*10) = \833.33 .

Section 3. Health Incentive Program

- A. The Town will offer an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:
1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
 2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Article 12, Section 2 of this agreement.
- B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.
- C. ~~Implementation of the proposal~~ Continuation of the program is contingent upon participation by a sufficiently large number of Town Employees as determined by the Town.

Section 4. Employees who are retirement eligible and who retire before age sixty-two (62) with at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five (five) years of continuous eligible service for employees hired prior to October 19, 2020, have the option of remaining on the Town's group health coverage at their own expense. At age sixty-two (62), the Town begins providing ninety-five percent (95%) payment for a retired employee's health insurance premium provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five

(five) years of continuous eligible service for employees hired prior to October 19, 2020. The retired employee will pay five percent (5%) of the health insurance premium. Retired employees will pay one-hundred percent (100%) of the premium for spouse and dependent coverage. ~~Those~~ A retiree who elects to leave the plan may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the Town will not be held liable for continuing in any other manner. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

Upon reaching age sixty-five (65), retired employees may receive from the Town supplemental retiree insurance coverage as follows:

A. For employees hired before July 1, 2009, the Town provides supplemental medical only insurance coverage (no dental). The Town provides payment of seventy-five percent (75%) of the premium charged for such coverage, and the retired employee will pay twenty-five percent (25%) of the premium for such coverage. After notification of the employee's share of the premium, it is the employee's responsibility to make payment directly to the Town.

B. For employees hired after July 1, 2009, the Town provides supplemental medical only insurance coverage (no dental). The Town provides payment of sixty percent (60%) of the premium charged for such coverage, and the retired employee will pay forty percent (40%) of the premium for such coverage. After notification of the employee's share of the premium, it is the employee's responsibility to make payment directly to the Town.

C. Prior to reaching age sixty-five (65), the retired employee must enroll in Medicare Part B in order to be eligible for the above supplemental medical only insurance coverage.

D. A retired employee, at his/her own expense, may choose to elect medical coverage for spouse and dependents in accordance with the plan's rules and regulations. If the retired employee dies or otherwise becomes ineligible for coverage, the retired employee's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

E. Retired employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents.

F. The Town is required to fund retiree benefits, including retiree health insurance, for current retirement eligible employees in advance of their retirement by making contributions to the Town's Other Post Employment Benefits (OPEB) fund.

Effective and retroactive to July 1, 2013 current employees shall share in this responsibility by:

- Contributing 0.5% of compensation to the OPEB fund effective July 1, 2013;
- Contributing 1.0% of compensation to the OPEB fund effective July 1, 2014;
- Contributing 1.5% of compensation to the OPEB fund effective July 1, 2015;
- Contributing 2.0% of compensation to the OPEB fund effective July 1, 2016 and every year thereafter until June 30, 2023.

Employees hired after ~~January 3, 2017 the effective date of this agreement~~ shall contribute ~~contribution~~ 2% of compensation into the OPEB fund for a period of ten (10) years.

~~An employee with less than five (5) years of service is not entitled to any retiree health benefit, and is not entitled to a refund of the employee's OPEB contributions if the employee voluntarily separates from service with the Town. An employee with five (5) years or more of service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.~~

An employee is entitled to a one hundred percent refund of the employee's OPEB contributions under the following circumstances:

- An employee hired on or after October 19, 2020 separates from service for any reason with less than ten (10) years of continuous eligible service and is not entitled to a retiree medical benefit.
- An employee hired prior to October 19, 2020 separates from service for any reason with less than five (5) years of continuous eligible service and is not entitled to a retiree medical benefit.
- An employee is eligible for a retiree medical benefit and does not elect retiree medical coverage and/or is not entitled to a retiree medical benefit for any other reason.

Section 5. The Town of Simsbury will indemnify dispatchers in accordance with the terms of Connecticut General Statutes Section 7-465, as amended, for actions arising out of their employment.

Section 6. Retirement Plans.

A. Employees hired ~~on or~~ before ~~June 30, 2013~~ January 3, 2017 shall participate in the Pension - Town of Simsbury General Government Employees' Retirement Income Plan (the "Pension Plan"), as amended and restated effective January 24, 2005, Section 2.19 (b), to reflect a normal retirement age of 62 after 25 years of service or age of 65 after 5 years of service.

Employee contributions to the Pension Plan shall increase from 2% to 5% according to the following schedule, and the Pension Plan shall be amended to reflect these increases:

- ~~• Retroactive to July 1, 2013, employee contributions shall increase to 2.5%~~
- ~~• July 1, 2014, employee contributions shall increase to 3.0%~~
- ~~• July 1, 2015, employee contributions shall increase to 3.5%~~
- ~~• July 1, 2016, employee contributions shall increase to 4.0%~~
- ~~• July 1, 2017, employee contributions shall increase to 4.5%~~
- July 1, 2018, employee contributions shall increase to 5.0%
- Upon the signing of this agreement, employee contributions shall increase to 5.75%
- July 1, 2021, employee contributions shall increase to 6.5%

~~B. Employees hired after June 30, 2013 and before January 3, 2017 the execution date of this Agreement shall have the following retirement benefit options:~~

~~1. Participation in the Defined Benefit Pension Plan: the employee may participate in the plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.~~

- ~~a. Effective July 1, 2019, employees hired after June 30, 2013 and before January 3, 2017 shall contribute seven and one half percent (7.5%) of their compensation to the pension plan.~~
- ~~b. Effective July 1, 2020, employees hired after June 30, 2013 and before January 3, 2017 shall contribute eight percent (8.0%) of their compensation to the pension plan.~~

~~2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. Beginning July 1, 2019 such employees are required to contribute five percent (5%) of base wages into the defined contribution plan. Employees have the option of contributing additional amounts into the plan up to the maximum amount allowable law. The employer shall make matching contributions equivalent to seven percent (7%) of base wages. The Town shall contribute an amount equal to five percent (5%) of the employee's base wage. The employee shall have the option of contributing up to the maximum amount allowable by law. There shall be a rolling 5 year vesting period for Town contributions. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.~~

~~C. Employees hired on or after January 3, 2017 the effective date of this Agreement.~~ Employees hired on or after January 3, 2017 the effective date of

~~this Agreement~~ shall not be entitled to participate in the Pension Plan. Such employees shall participate in the Town of Simsbury's Defined Contribution Plan and shall be required to contribute five percent (5%) of base wages into the Defined Contribution Plan. Employees have the option of contributing additional amounts into the plan up to the maximum amount allowable by law. The employer shall make matching contribution of seven percent (7%) at no cost to the employee. There shall be a rolling five (5) year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter.

ARTICLE 13. RATES OF PAY

Section 1. Salaries for the duration of the contract are reflected in Appendix A which is hereby incorporated as a part of this Agreement. ~~Wage increases apply to all existing employees and any employee that has retired since July 1, 2019.~~

Section 2. Employees shall be paid on a weekly basis, ~~and all employees will be required to utilize direct deposit.~~

Section 3. Employees who are not at the top step of their salary schedule shall advance one step on the wage schedule each year on their anniversary dates. ~~Employees who are at step 5 on June 30, 2011 and who have been at step 5 for more than one (1) year shall advance to step 6 retroactive to July 1, 2011 and shall advance thereafter as if their anniversary date is July 1.~~

Section 4. ~~Employees regularly scheduled to work five (5) consecutive days with two (2) days off, followed by five (5) consecutive days worked with three (3) days off and whose regular work day shall consist of eight (8) hours shall in addition to their regular pay receive the following longevity payments annually:~~

\$150.00	after four (4) years
\$250.00	after eight (8) years
\$375.00	after twelve (12) years
\$475.00	after sixteen (16) years
\$575.00	after twenty (20) years

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

~~This section shall not apply to employees hired into the Department after September 15, 2000.~~

ARTICLE 14. DISCIPLINARY ACTION

Section 1.

A. No employee shall be disciplined without just cause. Discipline may include but is not limited to verbal or written warning, suspension or dismissal consistent with the severity of the offense. All suspensions and discharges must be given to the employee at the time of the suspension or discharge.

B. ~~No dispatcher will be disciplined solely on the basis of an unsigned, unsworn complaint by persons outside the Police Department. Dispatchers will be given a copy of any citizen complaint against them as soon as practicable but no less than seven (7) days prior to any disciplinary action being taken based solely on such complaint.~~

Section 2. The Union shall be notified by the Town, in writing, of any ~~discharge or dismissal~~ discipline (verbal warning or higher) within seventy-two (72) hours of the action.

Section 3. Each employee has the right to review his/her personnel file and to request copies of materials contained in it. Employees have the right to respond in writing to any material contained in their file.

Section 4. Employees will be given a copy of any written complaint and findings verified after investigation by the Town when it is placed in the employee's personnel file.

Section 5. The Union and Town agree that when a grievance has been resolved in the employee's favor, a review of the pertinent related records concerning the grievance shall take place.

Section 6. The Town shall evaluate employees at least once in each fiscal year. Employees shall be given a copy of any written evaluation.

ARTICLE 15. EDUCATION INCENTIVE

Section 1. Reimbursement for Courses

Employees shall be reimbursed for one hundred percent (100%) of the tuition cost of a course, ~~not to include fees~~, subject to the following conditions:

- A. Request is made in writing to the ~~Chief of Police~~ Town Manager's Office stating the name of the course and cost, including the cost of required study materials.
- B. Prior approval is obtained from the Town Manager ~~Chief of Police~~.
- C. ~~During the term of this Agreement~~ Nno more than two (2) classes per employee per ~~contract~~ year may be approved, up to a maximum benefit of \$3,000. ~~Following June 30, 2005 the Town may approve up to three (3) classes per contract year.~~ The Town Manager may waive this maximum when there are unexpended funds remaining in the tuition reimbursement account after all approved applications have been reimbursed.
- D. The course must be work-related or considered an asset to the job function (including but not limited to communication, Criminal Justice, Sociology, Psychology, Emergency Medical Technology, or Cardio- Pulmonary Resuscitation).
- E. To be eligible for reimbursement, the employee must successfully complete the course with a final grade of B or better.
- F. ~~The Town's payment to employees for completed, approved course work shall not exceed the per credit fees charged by the University of Connecticut for comparable courses.~~

Section 2. Required Courses

Courses necessary to meet requirements of the Town, as approved in advance by the Chief of Police, are exempted from this provision. The Town shall pay full tuition costs for such courses, including State of Connecticut OSET Telecommunicator Training and Certification, Enhanced 911 Equipment Familiarization, State of Connecticut COLLECT Training and Certification and Emergency Medical Dispatch Training and any other training required by law.

All employees who obtain the Emergency Medical Technician (EMT) and/or Paramedic Certification on their own time with their own funds shall receive an annual stipend of \$250.00.

ARTICLE 16. GENERAL

Section 1. The Town shall provide Bulletin Board space for the Union in designated areas for the posting of notices concerning Union business and activity.

Section 2. ~~Upon request of the Union,~~ ~~T~~the Town shall give each employee a copy of this Agreement.

Section 3. Any employee who is required by the Town to attend any training session or conference shall be reimbursed any expenses approved in advance associated with said training session or conferences.

Section 4. Upon request of the Union, ~~T~~the Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay ~~on July 1 of each year.~~

Section 5. When an employee is required to use his or her own motor vehicle to perform Town business, he/she shall be reimbursed at the rate approved by the Board of Selectmen and based on IRS standards.

Section 6. The Union and the Town recognize the right of employees to work in an environment free from discrimination, coercion, or intimidation. An employee, and at the employee's option, his/her union representative, may bring a discrimination complaint to the attention of the Town. The parties recognize employees have remedies at law for such discrimination, and therefore no dispute under this section may be submitted to grievance arbitration.

Section 7. Training. The Employer will post training announcements for dispatchers in appropriate areas and facilitate their attendance at same whenever practicable. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 8. It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. This Agreement supercedes all prior understandings and agreements, whether written, oral, implied or grounded in past practice and shall be the final agreement between the parties unless modified by mutual agreement, reduced to writing and signed by both parties after the effective date of this Agreement.

Section 9. Throughout this Agreement, when the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine.

Section 10. The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the performance of the bargaining unit member's duties. The Union's Business Representative will report to the shift supervisor/officer in charge before talking to bargaining unit members.

Section 11. Upon the death of the employee, all compensation due to the employee in accordance with this Agreement is paid to the estate of the employee, except those sums which may, by law, be paid to the surviving spouse and/or beneficiary(s).

Section 12. The Town agrees that it shall not utilize part time dispatchers to reduce the number of full time dispatchers below four (4).

ARTICLE 17. MANAGEMENT RIGHTS

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

- A. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote, demote employees, layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department. In the event of a reduction in the number of employees, layoff shall be in inverse order of seniority and recall shall be by seniority.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees of the bargaining unit shall

continue to be performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and ~~Town Manager~~ **First Selectman** by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 18. JOB DESCRIPTIONS

Section 1. Copies of each job description shall be on file with the Town, **and upon request**, shall be **provided** ~~given~~ to each unit employee and shall be forwarded to the Union. Any future changes will be sent to the employees and to the Union.

ARTICLE 19. SAVINGS CLAUSE

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

ARTICLE 20. DURATION OF AGREEMENT

Section 1. This agreement shall take effect on July 1, ~~2016~~ **2019** with respect to wages, and unless otherwise provided herein, upon signing with respect to all other articles, and shall remain in effect until June 30, ~~2019~~ **2022**.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily waives the right, and each agrees to that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement even though such subject or, with respect to any subject or matter not specifically referred to or covered in this Agreement, matter may not have been within the knowledge or contemplation of either or both of the parties at

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the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be amended or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

~~Section 3. This Agreement shall remain in full effect until the 30th day of June 2019 2023 (2022). Subsequently, it shall automatically be renewed from year to year unless one of the parties requests negotiations on a successor Agreement prior to January 15, 2019.~~

IN WITNESS WHEREOF, the parties have caused their names to be signed to this instrument on the ____ day of ~~November~~ ~~January~~, 2020 2017.

FOR THE TOWN OF SIMSBURY

FOR THE UE LOCAL 222
CILU/CIPU, CILU LOCAL #41

~~Lisa Heavner~~ Maria E. Capriola
~~First Selectwoman~~ Town Manager
Duly Authorized

~~Mariann Zebedeo~~ Susan Everest
President

Sherry Bryant
Field Organizer, United Electrical,
Radio and Machine Workers of America
(UE)

Appendix A

~~Rates of Pay July 1, 2015 - June 30, 2016 (Prior Contract)~~

New Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$ 41,616.00	\$ 49,472.76	\$ 50,762.32	\$ 52,085.01	\$ 54,228.03	\$ 57,708.10	\$ 58,862.26	\$ 60,039.50	\$ 61,240.29

~~Rates of Pay July 1, 2016 - June 30, 2017 (4% and Step 6,7 & 8 Adjustment)~~

Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$ 54,168.41	\$ 56,397.15	\$ 60,016.42	\$ 61,816.92	\$ 63,671.42	\$ 65,581.57

~~Rates of Pay July 1, 2017 - June 30, 2018 (4%)~~

Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$ 56,335.15	\$ 58,653.04	\$ 62,417.08	\$ 64,289.60	\$ 66,218.28	\$ 68,204.83

~~Rates of Pay July 1, 2018 - June 30, 2019 (4%)~~

Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$ 58,588.55	\$ 60,999.16	\$ 64,913.76	\$ 66,861.18	\$ 68,867.01	\$ 70,933.03

Rates of Pay - July 1, 2019 - June 30, 2020 (2.25%)

	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	<i>forthcoming</i>					
Annualized*	\$ 59,906.79	\$ 62,371.64	\$ 66,374.32	\$ 68,365.56	\$ 70,416.52	\$ 72,529.02

**Based on 262 days in the fiscal year*

Rates of Pay - July 1, 2020 - June 30, 2021 (2.35%)

	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	<i>forthcoming</i>					
Annualized*	\$ 61,314.60	\$ 63,837.37	\$ 67,934.12	\$ 69,972.15	\$ 72,071.30	\$ 74,233.45

**Based on 261 days in the fiscal year*

Rates of Pay - July 1, 2021 - June 30, 2022 (2.35%)

	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	<i>forthcoming</i>					
Annualized*	\$ 62,755.50	\$ 65,337.55	\$ 69,530.57	\$ 71,616.49	\$ 73,764.98	\$ 75,977.94

**Based on 261 days in the fiscal year*

Town of Simsbury Benefit Comparison Chart

Dispatchers

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
1	Deductible	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
			Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2	Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3	PCP Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4	Specialist Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5	Preventative Care	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6	Pharmacy - Retail 30 day supply	\$5/\$10/\$20 \$10/\$20/\$40 for Generic/preferred brand / non-preferred brand	\$5/\$10/\$20 \$10/\$20/\$40 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible
7	Pharmacy - Home Delivery & Retail 90 day supply	\$10/\$20/\$40 \$20/\$40/\$80 for Generic/preferred brand / non-preferred brand	\$10/\$20/\$40 \$20/\$40/\$80 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Not covered
8	Second Surgical Opinion	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9	Surgery in Physician Office	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
10	Allergy Injections and Serum dispensed in the Physician Office	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible

11	Inpatient Hospital	\$250 \$300 per admission copay , then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges
12	Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13	Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14	Multiple Surgical Reduction	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15	Outpatient Facility Services	\$100 \$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16	Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
17	Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$15 \$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year(in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	Home Health Care including Outpatient Private Duty Nursing	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible

23	Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
24	Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25	Emergency Room, Urgent Care & Emergency Care	<u>Emergency Room</u> - \$50 \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$10 \$25 copay <u>Emergency Care in physicians office</u> - \$15 \$20 copay; then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26	Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27	Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28	Maternity	<u>Initial visit and global OBGYN & Specialist fee</u> - \$15 \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29	Hospice	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30	Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
31	Abortion (Elective and non-elective)	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services

32	Family Planning -Men	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33	Family Planning - Women	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34	Infertility - lifetime maximum does not apply	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35	Organ Transplants	Inpatient hospital - \$250 \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services
36	Dental Care	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37	Mental Health/Substance Abuse	<u>Inpatient hospital</u> - \$250 \$300 copay per admission; <u>Outpatient</u> - \$15 \$20 copay outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

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

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Memorandum of Understanding Between the Town, Police Commission, and Town Manager

2. **Date of Board Meeting:** November 9, 2020

3. **Individual or Entity Making the Submission:**
Robert Decrescenzo, Town Attorney

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the Memorandum of Understanding between the Town, Police Commission, and Town Manager, the following motion is in order:

Move, effective November 9, 2020, to adopt the Memorandum of Understanding between the Town, Police Commission, and Town Manager as presented.

5. **Summary of Submission:**
The Simsbury Police Department is subject a number of different provisions in state statute, the Town Charter and the Code of Ordinances. The Memorandum of Understanding between the Board of Selectmen, the Police Commission, and Town Manager is intended to clarify the roles of the town agencies and officers that are responsible for the policy making, management and administration of the Police Department. The purpose of the MOU is to clearly define the roles and responsibilities of each agency charged with a specific operational function related to the Police Department.

The Board tabled this item at their last meeting and the memorandum of understanding remained in draft form. The Police Commission is expected to review the matter at their meeting this evening.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Revised Proposed Memorandum of Understanding Between the Town, Police Commission, and Town Manager
b) Legal Opinion from R. DeCrescenzo, re: Simsbury Police Department Management Responsibilities, dated April 2, 2020
c) Letter from M. Capriola to R. DeCrescenzo, re: Legal Opinion Request, dated January 27, 2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE SIMSBURY BOARD OF
SELECTMEN, THE TOWN MANAGER, AND THE POLICE COMMISSION

WHEREAS, The management of the Police Department under the Simsbury Charter is intended to be a coordinated process with the involvement of the Police Commission, the Town Manager and the Chief of Police, and

WHEREAS, generally, policy matters regarding the management of the Police Department including police procedures and department rules and regulations are assigned to the Police Commission, while personnel administrative matters are assigned to the Chief of Police under the general supervision of the Town Manager or to the Town Manager as proscribed by the Charter, and

WHEREAS, the Police Commission is charged with the responsibility of developing a proposed budget for the Police Department for submission and review by the Board of Selectmen and to be incorporated as may be revised into the proposed Annual Town Budget as prepared by the Town Manager, and

WHEREAS, the negotiation of collective bargaining agreements for Police Department employees are conducted by the Police Commission through the Town Manager or designee as the chief negotiator and according to the goals and objectives jointly established by the Commission and the Board of Selectmen, and

WHEREAS, given the division of authority for the operation of the Police Department between Town Administration and the Police Commission, both parties being charged with carrying out the policies of the Board of Selectmen, the parties desire to facilitate greater and more effective communication between the Police Commission, the Board of Selectmen and the Town Manager.

NOW, THEREFORE, BE IT RESOLVED:

1. Police Department Budget Preparation:

a. Under Charter Section 614(c), Budget Preparation, the Police Commission is charged with the responsibility for the preparation of the proposed budgets for the Police Department to be submitted to the Board of Selectmen. The parties agree that, working with the Chief of Police, the Police Commission will prepare its recommended departmental budgets for the ensuing fiscal year and transmit it to the Board of Selectmen through the First Selectman no later than the first Friday in January annually.

b. As part of the annual budget review process, the Board of Selectmen agrees to meet with the Police Commission as part of the budget workshop schedule to review the Police Commission's budget requests.

c. The Police Commission's proposed budgets will then be transmitted to the Town Manager for consideration, review, and possible modification during the Town Manager's organization-wide annual budgeting process.

d. The Police Commission will be advised of any revisions or modifications proposed by the Town Manager during the process.

e. The Police Commission will be consulted before any changes are implemented to an adopted Police Department budgets during the fiscal year; this does not include ordinary mid-year or year-end budget transfers as part of generally accepted accounting and auditing practices.

2. Police Department Hiring and Dismissal:

a. Under Charter Section 614(d), Personnel Administration, the Police Commission is responsible for "personnel matters within the department, including but not limited to, the appointment and removal ... of all other officers and employees of the Police Department", subject to the Town Personnel Rules and recruitment procedures. The parties agree that the Police Commission shall act on all hiring and dismissal recommendations for all departmental personnel in a form and according to procedures as established by the Police Commission and in accordance with applicable laws and regulations governing the recruitment, hiring, discipline and dismissal of Town personnel. The Pursuant to the Charter, the Town Manager and Board of Selectmen are also involved with matters related to the selection and removal of the Chief of Police.

b. The parties further agree that other personnel functions within the department, in particular the day to day administration of personnel functions, are to be conducted by the Chief of Police or the Town Manager in accordance with the departmental rules and regulations approved by the Police Commission and as outlined in the Personnel Rules and Policies and the collective bargaining agreements.

3. Preparation and Posting of Job Descriptions for the Police Department:

a. Under Charter Section 902, the Town Manager is generally responsible for personnel administration for all town employees. According to that section, the Town Manager is responsible for the generation of position descriptions, proposed new positions, establishing a pay plan, adopting personnel rules and establishing personnel benefits, subject to approval by the Board of Selectmen.

b. The parties further agree that the Town Manager will transmit draft job descriptions to the Police Commission and that the Police Commission will be provided with an opportunity to review and comment on all proposed new or revised job descriptions for personnel positions within the Police Department prior to consideration by the Board of Selectmen. Job descriptions will be prepared by the Town Manager in accordance with normal procedures for such job vacancies or promotions.

4. Policies Generally:

a. Under Charter Section 614(c), the Police Commission is “responsible for establishing Police Department policies and shall also have all of the powers and duties, not inconsistent with this Charter, as are now or may be hereafter be conferred or implied by Section 7-276 of the General Statutes” including budget preparation. Ordinance Chapter 52, Police Commission, follows the language of the Charter nearly verbatim. The Police Commission is also charged with the responsibility under Charter Section 707(a) to approve the departmental rules and regulations promulgated by the Chief of Police.

b. The parties recognize that there are a number of policies and procedures that apply to all Town departments and agencies. These policies and procedures are largely codified in Chapter A160, Personnel Rules and Regulations, including Attachments 1 through 6 (“the Personnel Rules”).

1. The parties agree that the Police Commission shall be given notice of any changes to the Personnel Rules and Regulations prior to their adoption.
2. Proposed changes to the Personnel Rules and Regulations or collective bargaining agreement interpretations, that have an effect on Police Department rules and regulations established by the Police Commission must be agreed to in advance by the Police Commission.

5. Collective Bargaining Negotiations:

a. Under Charter Section 614(e), Collective Bargaining, the Police Commission is “responsible for establishing procedures, to be agreed upon by the Board of Selectmen, for the conduct of police contract negotiations.” The Board of Selectmen and the Police Commission agree that, prior to the start of negotiations for any successor police collective bargaining agreement; the two boards will meet and confer over procedures to govern the conduct of negotiations.

b. The parties agree that Charter Section 902 and General Statutes §7-472(a) dictates that the Town Manager is charged with the responsibility of appointing the exclusive bargaining agent for collective bargaining during police contract negotiations. The bargaining agent, and the Town Manager or designee shall seek input from the Police Commission and keep the Police Commission apprised of the conduct and status of negotiations from time to time.

c. The parties further agree that the Town Manager or her designee, as the Town’s bargaining agent, is obligated to conduct or manage collective bargaining negotiations in a manner consistent with the procedure established by the Police Commission and the Board of Selectmen under Charter Section 614(e) and Ordinance Section 52-4(B).

6. Police Department Labor Relations:

a. Under Charter Section 502(C), Personnel, the Town Manager is designated as the Personnel Director for the Town. The function of the personnel director includes, among other

things, the conduct of labor relations between the Town and its employee bargaining units, including the Police bargaining unit, except that under Section 52-4(B) 4, the Police Commission shall conduct union contract negotiations.

b. The parties acknowledge that day-to-day labor relations will often involve interpretation and negotiation over the content and meaning of the various provisions of the Police Collective Bargaining Agreement.

c. The parties further acknowledge that the Police Commission has authority over the negotiation of the Police Collective Bargaining Agreement and the result of the decisions made in ongoing labor relations may impact negotiations for the ensuing successor labor agreement.

d. To assist in the coordination and collaboration between contract negotiations, implementation of the adopted contract through labor relations decisions and the Police Commission's responsibilities under the Charter for police department personnel and policy, the Town Manager and the Police Commission agree that a liaison shall be appointed by the Police Commission for purposes of Police Commission involvement in, and keeping the Police Commission informed of, labor relations matters conducted by the Chief of Police and/or the Town Manager.

7. Police Commission Liaison: In order to facilitate effective day-to-day communications between the Police Commission and the Town Administration, the Town Manager shall appoint the Deputy Town Manager as a liaison to the Police Commission and the Commission shall in turn appoint a liaison to the Town Manager's office to keep the Police Commission informed on the matters addressed herein. The liaisons shall not have the authority to take any action that would be a violation of law.

Town Manager

Board of Selectmen

Police Commission

By_____

By_____

By_____

Date:

Date:

Date:



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NOT TO BE DISCLOSED**

April 2, 2020

Mr. Eric Wellman
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Legal Opinion Regarding Simsbury
Police Department Management Responsibilities

Dear Mr. Wellman:

The Board of Selectmen has asked that I reconcile the various sections of the Simsbury Charter that define the duties and responsibilities of Town Manager for Police Department budgeting, personnel matters and collective bargaining with those sections of the Charter that define the Police Commission's duties related these same subjects. The Police Commission has also requested a legal opinion that clarifies the Commission's duties and responsibilities in the same areas.

In particular, the Board has requested a legal opinion detailing the budget development, personnel, and collective bargaining functions that overlap between the Town Manager and the Police Commission. Additionally, if there are budget development, personnel or collective bargaining duties that are not shared responsibilities, the Board has asked for clarification on those duties as well.

Finally, the Board has asked for advice regarding the Charter and past practice for developing and submitting the annual operating and capital budgets to the Board of Selectmen for consideration. The Town Manager has requested clarification whether she has the ability to modify or alter budget proposals received by the Police Commission.

A. Summary

The management of the Simsbury Police Department under the Charter is intended to be a coordinated process with the involvement of the Police Commission, the Town Manager and the Chief of Police. Generally, policy matters regarding the management of the Police

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Mr. Eric Wellman
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Department including police procedures and department rules and regulations are assigned to the Police Commission, while personnel administrative matters are assigned to the Chief of Police under the general supervision of the Town Manager. Secondly, the Commission is charged with the responsibility of developing a proposed budget for the Department for submission and review by the Board of Selectmen and to be incorporated into the proposed Amended Town Budget as prepared by the Town Manager. Finally, collective bargaining agreements for police department employees are conducted by the Police Commission according to the goals and objectives jointly established by the Commission and the Board of Selectmen.

B. Statutory Rules of Construction

When various sections of a Town Charter, town ordinances, the Personnel Rules and the Collective Bargaining Agreement as outlined above need to be reconciled and given effect, two long established principles of statutory construction apply.

1. The first principle is that the various sections of the Charter must be read together, giving effect to each. When construing a statute, courts have consistently held that “[o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature ... In seeking to determine that meaning, General Statutes §1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text in plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.” (Citations omitted; internal quotation marks omitted.) Chairperson, Connecticut Medical Examining Board v. Freedom of Information Commission, 310 Conn. 276, 281-83 (2013).

2. The second principle is that the specific provisions in the Charter govern over general provisions on the same subject. When construing the various provisions of a town charter relating to the same subject, the specific provisions of the Charter limit and restrict the general provisions. “Although in cases of apparent conflict between two provisions we should so construe them as to make both effective; we are also mindful of the rule, which is particularly appropriate here that ‘[w]here the general provisions of a charter are followed by particular provisions, the general provisions are limited and restricted by the particular provisions.’ 2 McQuillin, [Municipal Corporations (3d Ed. Rev.) Sec. 9.22, p. 685].” Arminia v. Butler, 183 Conn. 211, 219 (1981); see also: Town of West Hartford Taxpayers Assn., Inc. v. Streeter, 190 Conn 736 (1983)

C. Applicable Charter Sections and the Applicable Provisions of the Personnel Rules, MERA and the CBA

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The responsibility for the Town's Police Department personnel function, proposed department budget process and collective bargaining process is found in a number of Charter sections, and Chapter 52 of the Town Code of Ordinances, split between the Town Manager with specific responsibilities assigned to the Chief of Police and the Police Commission. The specific responsibilities within the personnel, budgeting and collective bargaining functions are outlined in the following excerpts from the Charter dealing with each subject.

1. The Town Manager

In general, the Town Manager is responsible for the management of all town departments and she is the Town's Personnel Director. The duties and responsibilities of the Town Manager are generally defined in the Charter Section 501(A):

Section 501(A): The Town Manager shall be responsible to the Board of Selectmen for carrying out all acts and policies of the Board of Selectmen, and all resolutions and ordinances adopted by the Town. The Town Manager shall also be responsible for the administration of the Town consistent with the policies established by the Board of Selectmen and for carrying out such other duties and responsibilities.

The specific duties of the Town Manager for personnel, budgeting and management of all town departments are defined in Charter Section 502:

Section 502(A)(7): Prepare and submit to the Board of Selectmen an annual Town budget.

Section 502(B): Administration: The Town Manager shall be responsible to the Board of Selectmen for the supervision, direction and administration of all Town departments, agencies and offices. The Town Manager shall administer and coordinate the operations of the departments, agencies and offices, whether appointed by the Board of Selectmen or elected, except those functions expressly reserved or delegated to such bodies of law¹. (emphasis added)

¹ As used in Charter Section 502(B), the phrase "bodies of law" refers to those areas of substantial statutory law that govern the work of most municipal officials. An example is Title 12, which governs the work of the Tax Assessor and Tax Collector. There are similar bodies of statutory law that govern the work of the Building Official, the Town Clerk, the Registrar of Voters, the Town Planner and other Town officials. The First Selectman has no authority under the Charter to override the statutory law that governs the substantive work of those offices.

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Section 502(C): Personnel: The Town Manager shall be the Personnel Director for the Town, and shall have the responsibility for developing job descriptions for all administrative officers, subject to the approval of the Board of Selectmen; and all advertising for, hiring, and dismissal of Town employees, except Board of Education employees, shall be under the Town Manager's direct control, subject to the approval of the Board of Selectmen, provided, however, that appointment and removal of officers and employees of the Police Department shall be governed by the provisions of Section 615 and 707 of this Charter.

2. Police Commission

The relevant duties and responsibilities of the Police Commission are defined in the following Charter Sections:

Section 614(c): Other power and duties. The Commission shall be responsible for establishing Police Department policies and shall also have all of the powers and duties, not inconsistent with this Charter, as are now or may hereafter be conferred or imposed upon such Commission by Section 7-276 of the General Statutes, including, but not limited to, preparation of a proposed budget for the Police Department to be submitted to the Board of Selectmen, and such other duties as may be imposed by the Board of Selectmen. (emphasis added)

Section 614(d): Personnel matters. The Police Commission shall be responsible for personnel matters within the Police Department, including but not limited to, the appointment and removal, after receiving and considering comments from the Chief of Police and subject to such rules and regulations concerning Town employees as may be adopted by the Board of Selectmen pursuant to the provisions of Chapter IX of this Charter, of all other officers and employees of the Police Department (including an animal control officer whose appointment shall be subject to the approval of the Town manager and whose powers and duties shall be as provided in Chapter 435 of the General Statutes). (emphasis added)

Section 614(e): Collective bargaining matters. Police union contract negotiations shall be conducted pursuant to procedures

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Mr. Eric Wellman
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mutually agreed to by the Board of Selectmen and by the Police Commission; provided that final authority for the approval of any union contract or collective bargaining agreement shall be vested in the Board of Selectmen. (emphasis added)

3. Chief of Police

Under Charter Section 707(a), the Chief of Police is primarily responsible for the management and operation of the Police Department, subject to rules and regulations established by the Commission. That section states the following:

The Chief of Police shall, subject to the approval of the Police Commission, make rules and regulations concerning the operation of the Department and the conduct of all officers and employees thereof in accordance with policies as established by the Police Commission. The Chief of Police shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. (emphasis added)

4. Charter Provisions for Personnel Administration For All Town Employees

The Town Manager is generally responsible for personnel administration for all town employees. The personnel administration process is defined in Charter Section 902, in particular position descriptions, new positions, establishing a pay plan, adopting personnel rules and establishing personnel benefits, which states the following:

Following the action of the Board of Selectmen pursuant to Section 901 of this chapter, the Town Manager shall cause to have prepared a statement of the duties and responsibilities of each position in the Town service and of the minimum qualifications for appointment to such position. The statement so prepared shall become effective upon the approval by resolution of the Board of Selectmen and may be amended, upon recommendation of the Town Manager, by resolution of the Board... A pay plan for all positions in the Town service shall be similarly prepared and adopted and may be amended by resolution of the Board of Selectmen. The Town Manager shall also cause to have prepared a set of personnel rules which shall provide, among other things, for the method of holding competitive examinations, probationary periods of employment, hours of work, vacations, sick leaves and

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other leaves of absence, removals and such other rules as may be necessary to provide an adequate and systematic procedure for the administration of the personnel affairs of the Town. Such rules and any amendments thereto shall become effective upon being approved by resolution of the Board of Selectmen and filed by the Town Manager with the Town Clerk. Copies of such rules and any amendments thereto shall be distributed to all Town employees. (emphasis added)

5. Charter Provisions for the Town Manager's Role in Budget Preparation

The Town Manager is responsible for the generation of the Annual Town Budget for submission to the Board of Selectmen. Annual Town Budget preparation process is defined in Charter Section 802, which states the following:

The Town Manager shall require each department, office and agency of the Town supported wholly or in part by Town funds, or for which a specific Town appropriation is made, including the Board of Education, to set forth, in narrative or in such other form as the Town Manager may prescribe, a program or programs showing services, activities and work accomplished during the current fiscal year and to be accomplished during the ensuing fiscal year.

6. The Town Manager's and the Commission's Role in Collective Bargaining

For the negotiation of Collective Bargaining Agreements, Ordinance Section 52-4, states the following:

Collective bargaining matters. The Police Commission shall conduct police union contract negotiations pursuant to procedures mutually agreed to by the Commission and the Board of Selectmen, with the proviso that final authority for the approval of any union contract or collective bargaining agreement is vested in the Board of Selectmen.

General Statutes §7-474(a) requires that the Chief Executive Officer of the Town be designated as the Town's representative in collective bargaining. Additionally, according to Charter Section 903, the Town Manager "shall have the sole authority to recognize the exclusive bargaining agent for any unit of Town employees".

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To be consistent with General Statutes §7-474(a), the language of the Charter and the ordinance that states that the Police Commission shall “conduct” collective bargaining negotiations should be interpreted to mean that the Town Manager, or her designee, shall represent the Commission in negotiations and that the negotiations must be conducted in accordance with Police Commission procedures as defined in Charter Section 614(e) and ordinance section 52-4(B)(4).

7. NERA Supersedes the Charter

The municipal collective bargaining process is mandated in the Connecticut Municipal Employees Relations Act, General Statutes §§7-462 to 7-477 (“NERA”). By state law, the various provisions of a negotiated collective bargaining agreement preempt local charters where the two conflict. According to General Statutes §7-474 (f):

Where there is a conflict between any agreement reached by a municipal employer and an employee organization and approved in accordance with the provisions of sections 7-467 to 7-477, inclusive, on matters appropriate to collective bargaining, as defined in said sections, and any charter, special act, ordinance, rules or regulations adopted by the municipal employer or its agents such as a personnel board or civil service commission, or any general statute directly regulating the hours of work of policemen or firemen, or any general statute providing for the method or manner of covering or removing employees from coverage under the Connecticut municipal employees’ retirement system or under the Policemen and Firemen Survivors’ Benefit Fund, the terms of such agreement shall prevail. (emphasis added)

8. The Police Collective Bargaining Agreement

The Police Collective Bargaining Agreement (“CBA”) defines the role of the Police Commission in the administration of the CBA. Under Article 5 of the CBA, the Police Commission is the third and final step of the grievance procedure prior to arbitration in the adjudication of all grievances involving the sworn personnel of the Department. In all other Town CBA’s, the Personnel Subcommittee of the Board of Selectmen is the final step. The grievance procedure is contained in Article 5 of the Collective Bargaining Agreement (“CBA”), which is spelled out in four steps: (1) Shift Commander; (2) Chief of Police; (3) Police Commission; and (4) Arbitration. Accordingly, the final step of the grievance procedure prior to arbitration is the Police Commission. The grievance process governs disputes arising from (a) discharge, reduction, suspension or disciplinary action; (b) favoritism or discrimination; (c)

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interpretation or application of rules, regulations or policies of the Police Department; and (d) interpretation of the contract.

D. Discussion

1. The Town Charter as Organic Law: Under the Connecticut Home Rule Act, where the Connecticut towns choose to adopt a charter under the Home Rule Act, the adopted charter becomes the organic law of the town. Once adopted, in matters of local concern, where conflicts arise between the charter and the General Statutes, the charter prevails². The Simsbury Charter provides the frame work for the personnel administration, budgeting and collective bargaining roles to be performed by the Town Manager, Chief of Police, Police Commission and Board of Selectmen. A number of provisions delegate certain specific functions the Police Commission, while other sections outlined above provide specific authority to the Town Manager. The Charter establishes the respective roles of each agency for each element of the personnel administration process, and delegates the responsibility of preparing personnel rules to the Town Manager subject to approval of the Board of Selectmen. The following is a discussion of the role of each agency in the management and operation of the Police Department.

2. The Role of the Town Manager: Throughout the Charter sections cited above, the Town Manager is given the general responsibility to (a) manage all town directors and town departments; (b) prepare the proposed Town Budget for all departments and the Board of Education for submission to the Board of Selectmen and (c) administer the personnel function in accordance with the specific terms of the Charter, Personnel Rules and the town's labor contracts.

Under the Charter Section 501, the Town Manager is given the authority to provide general supervision, direction and administration to all town department directors, including the Chief of Police. That section states that the Town Manager "shall be the chief executive and the administrative official of the Town". Further, the Town Manager is "responsible for the administration of the Town". To carry out these duties, under Charter Section 502B, the Town Manager is responsible for the "supervision, direction and administration of all Town departments, agencies and offices", which includes the Police Department.

The Town Manager's authority under the general provisions of Chapter 5 of the Charter is subject to those specific responsibilities for personnel management reserved to the Commission in Charter Section 614 and ordinance Section 52-4. For example, the Town Manager's duties as the Town's chief executive under the Charter include the ability to give direction and supervise the work of Town directors of town departments, including the Chief of Police. That direction must be consistent with the Police Department policies, rules and

² Constitution of the State of Connecticut, Article Ten, Section One, Connecticut Constitution.

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regulations established by the Police Commission under Charter Section 614(c) ordinance Chapter 52 and the Town's labor contracts.

3. The Role of the Police Commission

The duties of the Police Commission are defined in Charter Section 614 cited above and Ordinance Chapter 52. Under Section 614(c), the Commission is "responsible for establishing Police Department policies and shall also have all of the powers and duties, not inconsistent with this Charter, as are now or may be hereafter be conferred or implied by Section 7-276 of the General Statutes" (emphasis added), including budget preparation. Ordinance Chapter 52, Police Commission, follows the language of the Charter nearly verbatim. The Police Commission is also charged with the responsibility under Charter Section 707(a) to approve the departmental rules and regulations promulgated by the Chief of Police.

While the management and supervision of the Chief of Police must be consistent with Police Commission policies and approved departmental regulations, there is no specific language in Section 614 or ordinances Chapter 52 granting the Commission sole authority to supervise, manage or administer the work of the Chief of Police or assigning the sole authority for general management and supervision of the Police Department to the Police Commission. Under the Charter as cited above, the Town Manager has general supervisory authority over all town departments and town directors. In the case of the Chief of Police, her supervisory authority is subject to policies established by the Police Commission and rules and regulations approved by the Commission. In the absence of specific charter language excluding the Chief of Police and the Police Department from the general supervisory duties assigned to the Town Manager under Charter Section 502, interpreting Charter Section 614 to imply exclusive supervisory authority to the Commission would be inconsistent with the other specific provisions of the Charter outlined above.

The Town Manager's responsibility for the general management and supervision of the Chief of Police and the Department outlined above is illustrated by the distinction between the powers granted to the Police Commission under the Charter and those granted to police commissions created by ordinance under the General Statutes. For those municipal police departments established by ordinance under Chapter 104 of the General Statutes, section 7-276 defines the powers of the police commission more broadly, as follows:

Such boards shall have all of the powers given by the general statutes to boards of police commissioners, shall have general management and supervision of the police department of such town and of the property and equipment used in connection therewith, shall make all needful regulations for the government thereof not contrary to law and may prescribe suitable penalties for

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the violation of any such regulation, including suspension or removal from office of any officer or member of such police department. Such board shall have the sole power of appointment, promotion and removal of the officers and members of such police department, under such regulations as it adopts for the purpose, and such appointees shall hold office during good behavior and until removed for cause upon written charges and after hearing. (emphasis added)

Charter section 614 does not include the underlined language, which specifically provides the Commission created by state statute with the responsibility for “management and supervision of the police department”³. That role is specifically delegated to the Town Manager under Charter Section 502B, which assigns the Town Manager the responsibility for the supervision, direction and administration of all Town departments. The Charter and Town ordinances do, however, include specific authority for the Police Commission in the areas of Police Department budget preparation, establishing rules and regulations for departmental personnel administration and the conduct of collective bargaining. The Town Manager’s general responsibilities outlined in Charter Section 502B must be carried out in a manner consistent with the specific authority granted to the Police Commission. The specific authority of the Commission for budget preparation, personnel administration and collective bargaining are defined in Charter Section 614(c)(d) and (e), as follows:

a. Section 614(c), Budget Preparation: As cited above, the Police Commission is charged with the responsibility for the preparation of the proposed budget for the Police Department to be submitted to the Board of Selectmen. This specific provision governs over the general provision in the Charter that requires town departments to submit their budgets to the Town Manager.

b. Section 614(d), Personnel Administration: The Police Commission is responsible for “personnel matters within the department, including but not limited to, the appointment and

³ General Statutes §7-193(b) authorizes municipalities to organize local boards and commissions in their charter in a manner that is inconsistent with the General Statutes. When a local commission is created by the Charter, the language of the Charter controls over the language of a statute on the same subject. That section states: “Every municipality shall have all municipal officers, departments, boards, commissions and agencies which are required by the general statutes or by the charter. Each municipality may have any municipal officers, departments, boards, commissions and agencies which are specifically allowed by the general statute or which are necessary to carry out any municipal powers, duties or responsibilities under the general statutes. All such officers, departments, boards, commission and agencies shall be elected, appointed and organized in the manner provided by the general statutes, except as otherwise provided by the charter or by ordinances or resolutions adopted pursuant to such charter, alter the method of election, appointment or organization of any or all of such officers, departments, boards, commissions or agencies, including combining or separating the duties of each, unless specifically prohibited from making such alteration by the Constitution or the general statutes”. (emphasis added)

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removal ... of all other officers and employees of the Police Department”, subject to the Town Personnel Rules. This provision states that the Police Commission has specific authority over the appointment and removal of all personnel assigned to the Police Department. Other personnel functions within the department, in particular the day to day administration of personnel functions, are to be conducted by the Chief of Police or the Town’s human resources department in accordance with the departmental rules and regulations approved by the Commission and as outlined in the Personnel Rules and the collective bargaining agreements.

c. Section 614(e), Collective Bargaining: The Police Commission is “responsible for establishing procedures, to be agreed upon by the Board of Selectmen, for the conduct of police contract negotiations.” The specific language of Charter Section 902 and General Statutes §7-472(a) dictates that the Town Manager is charged with the responsibility of appointing the exclusive bargaining agent for collective bargaining during police contract negotiations. The Town Manager or her designee, as the Town’s bargaining agent, is obligated to conduct or manage collective bargaining negotiations in a manner consistent with the procedure established by the Commission and the Board of Selectmen under Charter Section 614(e) and Ordinance Section 52-4(B) cited above.

4. The Role of the Board of Selectmen

The Board of Selectmen, as the Town’s legislative body, is responsible under the Charter to give policy direction to both the Town Manager and to the Police Commission on the coordination of functions as outlined above between the Town Manager and the Commission. For example, the Charter clearly directs the Commission to prepare its proposed budget and submit it directly to the Board of Selectmen. This procedure is different than every other town department, which submits the departmental budget proposal directly to the Town Manager. The Board of Selectmen may wish to clarify the procedure it prefers once the Commission budget is submitted and how the Commission’s proposed budget is to be incorporated into the proposed Annual Town Budget prepared by the Town Manager.

D. Conclusion and Recommendation

The Charter, Town Ordinances, Personnel Rules and Collective Bargaining agreements establish joint responsibilities for the management of the Police Department. According to the rules of statutory construction outlined above, each individual provision must be interpreted to give effect to all pertinent sections of the Charter and the specific provisions within the Charter control the general provisions on the same subject. While the functions inherent in the management and operation of the Police Department are articulated in the various Charter sections cited above, as well as the Personnel Rules and the CBA, there are no irreconcilable conflicts that preclude town officers from carrying out their duties. The current Police Department management structure outlined in the Charter has existed for many years. The roles

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of the Chief of Police, the Town's chief executive officer (now the Town Manager, previously the First Selectman) and the roles of the Police Commission in the management and operation of the Police Department have been coordinated under the Charter for many years without insurmountable conflict.

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

Very truly yours,
Robert M. DeCrescenzo
Robert M. DeCrescenzo, Esq.

RMDe/psm



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

January 27, 2020

Robert DeCrescenzo
Town Attorney
Updike, Kelly and Spellacy
100 Pearl St., 17th Floor
P. O. Box 231277
Hartford, CT 06123-1277

Re: Legal Opinion Request

Dear Bob,

There are a number of sections of the Charter that define the Town Manager's duties and responsibilities for budgeting and personnel matters. Similarly there are sections of the Charter that define the Police Commission's duties related to budget development, personnel, and collective bargaining matters. The Police Commission has expressed a desire for clarification on respective duties and responsibilities of the Town Manager and Police Commission in these three areas. I join the Commission in their desire for clarification.

Charter sections that define the Town Manager's duties include but are not limited to: Section 502A7, 802, 803, and 804 (budgeting); 502A, 502B (managing departments); and 502C (personnel). Examples of this in the Charter regarding the Police Commission's duties include but are not limited to: Section 614 (c) (budgeting); 614 (d) (personnel); and 614 (e) (collective bargaining).

In particular, the Commission and I would benefit from a legal opinion detailing which budget development, personnel, and collective bargaining duties, may overlap between the Town Manager and Police Commission. Additionally, if there are budget development, personnel or collective bargaining duties that are not shared responsibilities, I would appreciate clarification on those duties as well.

In addition, the Police Commission has asked for clarification of its role or presence in day-to-day labor relations. I would appreciate clarifying this issue further, giving consideration to MERA, FOIA, and statutes regarding police commissions, and how that body of state law impacts labor-relations and collective bargaining (i.e. mandatory v. permissive subjects of bargaining, holding meetings as a single member agency or as a public agency, etc).

Telephone (860) 658-3230
Facsimile (860) 658-9467

townmanager@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

2337928

Another issue I would appreciate vetting further is around budget development. My understanding of the Charter and past practice is that the Town Manager is responsible for developing and submitting an annual operating and an annual capital budget to the Board of Selectmen for consideration and that as Manager, I have the ability to modify or alter budget proposals received by department heads and Boards and Committees, such as the Police Commission. Clarification on this matter would be appreciated.

Regards,

A handwritten signature in black ink that reads "Maria E. Capriola". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Maria Capriola
Town Manager



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Settlement Agreement - Pending Tax Appeal for Simsbury Commons Shopping Center
2. **Date of Board Meeting:** November 9, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the settlement agreement for Docket HHB-CV-18-6044657-S, E and A/I and G Simsbury Commons, LP v. Town of Simsbury, the following motion is in order:

Move, effective November 9, 2020 to approve the attached settlement agreement for the tax appeal on the property located at 530 Bushy Hill Road as presented, and authorize Town Attorney Robert Decrescenzo to execute the agreement.

5. **Summary of Submission:**

The property at 530 Bushy Hill Road, known as Simsbury Commons, is a shopping center improved with two buildings totaling 187,370+/- square feet on 16 acres. The property is currently occupied by Walgreens, Home Goods, Apple Cinema, Bob's, The Zoo health club, Luna Pizza, Chili's, Bed Bath & Beyond and several other smaller retail and other businesses.

The revaluation found a value of \$39,625,340 as of October 1, 2017 and the property owner filed an appeal of that assessment to be valued at \$20,000,000. The property is currently assessed at \$37,075,192 effective as of October 1, 2018.

The main point of contention in this appeal is over the appropriate income to use for the valuation. The tax parcel is comprised of a total of approximately 187,400 square feet of space, of which 113,300 square feet are junior anchor spaces between 10,000 square feet and 37,500 square feet. This segment of the retail market has been underperforming relative to smaller in-line space, grocery stores, and big box stores such as Walmart or Target. Tenants at the subject include Bob's Stores (37,500 square feet), which filed for Chapter 11 Bankruptcy in April 2016 and has closed several stores in Connecticut. Walgreen's current lease was signed in 1999 and expires in 2059, and is below market. Grocery anchored shopping centers are generally considered lower risk relative to non-grocery anchored centers, due to the stability of the grocery income stream and the traffic they drive to the center. All else being equal, this generally results in lower cap rates for grocery anchored shopping centers. Although Simsbury

Commons has a grocery anchor, the grocery store is on a separate tax parcel, and is not included in the valuation. In terms of the impact on cap rate, the subject parcel does not benefit from the stability of the income stream; however, it does benefit from the traffic the grocery store drives to the center.

The proposed settlement applies the Town's October 1, 2017 appraisal to the 2017 assessment year, and reduces the assessment over the five-year revaluation cycle to achieve an assessment of \$22,400,000 over the five years (market value of \$32,000,000).

This matter was discussed in executive session at your August 10, 2020 meeting. The proposed settlement has been reviewed by the Town's retained appraiser and he concurs with the proposed settlement valuation.

6. Financial Impact:

The original assessment assigned at revaluation would have resulted in an estimated tax payment of \$4,960,000 over the course of the five-year revaluation cycle. The revised assessment of \$22,400,000 results in a tax payment of \$842,016 for the 2017 assessment year and an estimated \$3,435,000 over the four remaining years in the revaluation cycle.

7. Description of Documents Included with Submission:

- a) Stipulated Agreement – E and A/I and G Simsbury Commons, LP v. Town of Simsbury

DOCKET NO. HHB-CV-18-6044657-S

E AND A/I AND G SIMSBURY
COMMONS, LP

: SUPERIOR COURT

V.

: JUDICIAL DISTRICT OF NEW BRITAIN

TOWN OF SIMSBURY

: NOVEMBER __, 2020


MOTION FOR JUDGMENT

Plaintiff and Defendant hereby move for Judgment in the above-captioned municipal tax appeal in accordance with the attached stipulation.

PLAINTIFF,
E AND A/I AND G SIMSBURY COMMONS, LP

DEFENDANT,
TOWN OF SIMSBURY

BY


MICHAEL D. REINER, ESQ.
Greene Law
11 Talcott Notch Road
Farmington, CT 06032
Tel. (860)676-1336 Fax (860)676-2250
Juris 428354

BY

ROBERT M. DeCRESCENZO, ESQ.
Updike, Kelly & Spellacy, P.C.
P.O. Box 231277, 100 Pearl Street
Hartford, CT 06123-1277
Tel. (860)548-2600 Fax (860)548-2680
Juris 065040

CERTIFICATION

This is to certify that a copy of the foregoing was mailed or electronically delivered on November __, 2020 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served.

Michael D. Reiner, Esq.
Greene Law
11 Talcott Notch Road
Farmington, CT 06032

ROBERT M. DeCRESCENZO, ESQ.
Updike, Kelly & Spellacy, P.C.

DOCKET NO. HHB-CV-18-6044657-S

E AND A/I AND G SIMSBURY
COMMONS, LP

: SUPERIOR COURT

V.

: JUDICIAL DISTRICT OF NEW BRITAIN

TOWN OF SIMSBURY

: NOVEMBER __, 2020

JOINT STIPULATION FOR JUDGMENT

The Plaintiff, E and A/I and G Simsbury Commons, LP and the Defendant, Town of Simsbury, hereby stipulate and agree that judgment may enter in the above-entitled case in accordance with the following:

1. The Defendant, the Town of Simsbury agrees to reduce the true and actual value of the Plaintiff's real estate known as 530 Bushy Hill Road, Simsbury, Connecticut (the "Premises"), and known on the Assessor's Map as Map/Block/Lot: B20 508 001-B and Unique ID: 31116200, as follows:

- a. For the October 1, 2017 Grand List, from \$39,625,340 to \$32,000,000.
- b. For the October 1, 2018 Grand List, from \$37,075,190 to \$32,000,000.
- c. The resulting revised assessment of the Premises, which represents 70% of its true and actual value as of October 1, 2017 is \$22,400,000.

Subject to the provisions of paragraph 4 of this Stipulation, the Town agrees not to increase the valuation until the next town-wide revaluation, currently scheduled for the 2022 Grand List.

2. No costs shall be awarded to either party.


3. This stipulation is entered into for purposes of settling and compromising disputed claims and does not constitute or operate as an acknowledgement or admission of liability by either party.

4. Nothing in this agreement shall prohibit the assessor from exercising the authority granted by §§12-53a, 12-55, 12-60 or 12-63c(d) of the Connecticut General Statutes, provided further that the assessor shall make no change in the valuation of the Premises pursuant to §12-55 of the Connecticut General Statutes unless there has been a physical change to the improvements by addition, demolition or damage or the finishing of previously unfinished space or the plaintiff from appealing any increase in assessment pursuant to General Statutes §§12-111, 12-117a or 12-119 as they may apply.

PLAINTIFF,
E AND A/I AND G SIMSBURY COMMONS, LP

DEFENDANT,
TOWN OF SIMSBURY

BY


MICHAEL D. REINER, ESQ.
Greene Law
11 Talcott Notch Road
Farmington, CT 06032
Tel. (860)676-1336 Fax (860)676-2250
Juris 428354

BY

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P.O. Box 231277, 100 Pearl Street
Hartford, CT 06123-1277
Tel. (860)548-2600 Fax (860)548-2680
Juris 065040

CERTIFICATION

This is to certify that a copy of the foregoing was mailed or electronically delivered on November __, 2020 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served.

Michael D. Reiner, Esq.
Greene Law
11 Talcott Notch Road
Farmington, CT 06032

ROBERT M. DeCRESCENZO, ESQ.
Updike, Kelly & Spellacy, P.C.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Lori Wagner to the Economic Development Commission

2. **Date of Board Meeting:** November 9, 2020

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Economic Development work group regarding Ms. Wagner's appointment to the Economic Development Commission (EDC), the following motion is in order:

Maria E. Capriola

Move, effective November 9, 2020 to appoint Lori Wagner (R) to the Economic Development Commission as a member representing the business community, with a term expiring October 10, 2023.

5. **Summary of Submission:**

At the October 28, 2020 Board of Selectmen meeting the Board voted to accept the resignation of Bill Freeman from the Commission. Mr. Freeman's term was set to expire on October 10, 2020 at the time of his resignation. A posting was circulated regarding the EDC vacancy, and the Board of Selectmen Economic Development Work Group, along with EDC Chair Bob Crowther recently interviewed potential candidates. From that process, they are recommending Lori Wagner for appointment to the Commission.

Since the slot vacated by Mr. Freeman was not filled prior to the term expiring, Ms. Wagner's appointment will be for a 3 year term as outlined in the EDC Ordinance. Ms. Wagner will be filling a membership slot reserved for a person representing the business community. Ms. Wagner is a business owner in Town and has prior experience in consulting and not for profit industries.

6. **Financial Impact:**
None

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

- a) Lori Wagner Volunteer Interest Form
- b) Adopted EDC Membership Policy Resolution, dated August 13, 2018



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: February 18, 2020

Name: Lori Ann Wagner

Home Address:

Mailing Address:

Phone Number(s):

Email Address:

Party Affiliation: R

Current Occupation/Employer: Self Employed - Business Owner

Narrative: Simsbury Native, Simsbury Business Owner (Hello Lovely - 771 Hopmeadow Street) & LW Consulting, 16 years Corporate and Agency Experience in CPG and Not For Profit Industries, Board Experience, Extended family experience serving on Town of Simsbury Boards/Committees.

Board(s) / Committee(s): ___ECONOMIC DEVELOPMENT COMMISSION

Economic Development Commission Membership Policy Resolution

Move effective, August 13, 2018 to establish the desired skill sets and qualifications for the seven (7) Economic Development Commission membership slots as follows:

- (1) Member representing the Simsbury development community, commercial or residential
- (3) Members representing the Simsbury business community
- (1) Member with land use or architectural expertise
- (1) Member with marketing, public relations, or communications expertise
- (1) Member with tourism expertise

The intent of the Board is to fill the seven (7) membership slots with individuals possessing the identified skill sets and qualifications. If however, the Board is unsuccessful in identifying a qualified individual(s) to fulfill one or more of the membership slots, the Board of Selectmen may consider and appoint an individual(s) that possesses any of the desired skill sets identified above. No more than five (5) of the seven (7) members can be from the same political party.

Further move to establish three (3) Economic Development Commission ex-officio membership slots, in addition to the Town Manager as established by ordinance:

- (1) Member of the Board of Selectmen (liaison)
- (1) Member of the Planning Commission
- (1) Member of the Zoning Commission

The Board of Selectmen reserves the right to amend this resolution as necessary to modify membership qualifications for both regular and ex-officio members.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Deb Schwager to the Community for Care
2. **Date of Board Meeting:** November 9, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation regarding Ms. Schwager's appointment to the Community for Care, the following motion is in order:

Move, effective November 9, 2020, to appoint Deb Schwager (R) to the Community for Care as a regular member with a term expiring December 4, 2021.
5. **Summary of Submission:**
The Community for Care Chair and Republican Town Committee have recommended the appointment of Ms. Deb Schwager to the Community for Care. The vacancy being filled by Ms. Schwager was from a term ending in December 2019, with the former member not seeking reappointment.

Ms. Schwager has lived in Simsbury since 2001. After spending some time at home with her small children, she returned to school for her master's in school counseling and administrator's certificate. Her career has taken her through several stops including work as Director of School Counseling at Avon and is now in the same role for Canton Public Schools. She has a special interest in helping young people to build their emotional strength and capacities and working to build equities for all students through strong school systems/processes/pathways.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
None

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
REGULAR MEETING MINUTES – OCTOBER 26, 2020
“ D r a f t ”**

Page | 1

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:03 p.m. on Zoom due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Chris Peterson, Jackie Battos, Wendy Mackstutis and Mike Paine. Others in attendance included: Town Manager, Maria E. Capriola; Deputy Town Manager, Melissa Appleby; Chief Nicholas Boulter; Finance Director Amy Meriwether; Director of Culture, Parks and Recreation Tom Tyburski; Director of Planning Mike Glidden, Attorney Bob DeCrescenzo, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12:00 P.M. on Monday, October 26, 2020 to be read into the records;
- Email tfitzgerald@simsbury-ct.gov by 12:00 P.M. on Monday, October 26, 2020 to register to address the Board of Selectmen live through Zoom

Mr. Wellman read an email from Helen Peterson, who spoke about the Open Space Master Plan and how Appendices need to be updated in the Plan as it is a living document.

Ms. Askham read an email from Joan Coe, who spoke about the Memo of Understanding of the Police Commission, Town Manager and Board of Selectmen; the work environment, the mil rate, the Master Plan and other issues.

Mr. Wellman read more of the email from Maria Ecke from the last meeting about Social Worker help, Social Services in Hartford, the 2018 Senior Communicator, photo-copying services at the Senior Center, the Social Workers salary, why there is a need for a Business Librarian. Deep Water Wind and other issues.

Ms. Jenna Caulfield, a member of the Police Commission, joined public audience on Zoom and spoke about agenda item f) Memo of Understanding between the Town, Police Commission and Town Manager. She said the Commission reviewed the changes but cannot approved the Understanding as it stands. She shared the Commissions concerns with the Board.

FIRST SELECTMAN’S REPORT

First Selectman, Mr. Wellman, reviewed his First Selectman’s report.

TOWN MANAGER’S REPORT

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

Ms. Capriola asked the Board to add an agenda item following the DOT Distracted Driving Grant. She said she was notified by the State that the Body-Worn Recording Equipment Reimbursement Grant funds are running low and are only available at a first-come first-serve basis. If the Town receives this grant it could save the Town \$40,000.

Ms. Mackstutis made a motion to amend the agenda and add Body-worn Recoding Equipment Reimbursement Plan as item c. Ms. Battos seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Mackstutis made a motion, effective October 26, 2020, to approve the presented tax refund in the amount of \$5,586.76 and to authorize Town Manager, Maria E. Capriola, execute the tax refunds. Ms. Battos seconded the motion. All were in favor and the motion passed.

b) 2021 Click-It or Ticket Enforcement Grant

Mr. Wellman said the Police Department as an opportunity to apply for a State grant to conduct dedicated safety enforcement controls providing an added 90 hours of roadway safety efforts at no cost to the Town.

Ms. Mackstutis made a motion, effective October 26, 2020, to submit the 2021 Click-It or Ticket Enforcement Grant application and to authorize Maria E. Capriola, Town Manager, to execute the grant application and to further move to accept the 2021 Click-It or Ticket Enforcement Grant application and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant award. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Body-worn Recording Equipment Reimbursement Plan

Mr. Wellman said this is an opportunity to apply for a grant to purchase body-worn recording equipment for the Town.

Ms. Capriola said if we receive this grant it would be approximately \$40,000. The Town was planning on purchasing body cameras with full expense to the Town, but if this grant is received the cost would be cut in half.

Mr. Askham made a motion, effective October 26, 2020, to submit the Body-worn Equipment Reimbursement Grant application and to authorize Maria E. Capriola, Town Manager, to execute said grant application. Further move, to accept the Grant if awarded. Ms. Battos seconded the motion. All were in favor and the motion passed.

d) Supplemental Appropriation – Ice Rink Refrigeration Condensing Unit Replacement

Mr. Wellman said while replacing the Ice Rink refrigeration condensing unit it was discovered that the existing steel supporting the unit is in very poor condition. Ms. Capriola explained the transferring of \$13,000 from the Capital Reserve Funds to cover the cost of replacing those supports.

Mr. Peterson made a motion, effective October 26, 2020, to recommend the transfer of \$13,000 from the Capital Reserve Fund to the Capital Project Fund to cover the cost of the steel supports for the condensing unit at the Ice Rink. Mr. Askham seconded the motion. All were in favor and the motion passed.

e) Assistant Town Clerk I and II Classifications

Mr. Wellman said this item was previously reviewed by the Personnel Sub-Committee. He said these descriptions were last changed about 20 years ago.

Ms. Capriola went through the substantive changes in the classifications.

After some discussion, Ms. Battos made a motion, effective October 26, 2020, to revise the Assistant Town Clerk II and Assistant Town Clerk I job descriptions as presented. Further move, effective October 26, 2020, to approve salary range for the Assistant Town Clerk II position at grade T10 of the S.C. & L. employees pay plan or \$29.20 - \$34.90/hr. or the equivalent of \$53,144 - \$63,518/yr. and to approve a salary range for the Assistant Town Clerk I position at grade T7 of the S.C. & L. employees pay plan, or \$25.62 - \$30.59/hr. or the equivalent of \$46,628 - \$55,673/yr. Mr. Askham seconded the motion. All were in favor and the motion passed.

f) Proposed Settlement Agreement for MPP-34133

Ms. Capriola said the Union agreed to what the Town proposed for the accountant position and job description update. This position has been vacant since 2013. The accountant position would be a 40 hour per week position and the Union agreed to the compensation as well.

Ms. Capriola also spoke about a unique opportunity for an organizational wide classification compensation plan and update and she spoke about the anti-bargaining unit b schedule and adjustment to that paygrade.

After some discussion, Mr. Askham made a motion, effective October 26, 2020 to approve the settlement agreement related to claims brought by CSEA in MPP-34133. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

g) Proposed Memorandum of Understanding Between the Town, Police Commission, and Town Manager

Mr. Askham said the purpose of this memorandum is to clearly define the roles of the Police Department. He spoke about the intent of this memorandum of understanding. This has been done as the Town now has a Town Manager form of government. He went through some of the concerns of the Police Commission. Attorney DeCrescenzo went through some of the language updates.

After discussion, Mr. Askham made a motion to table this item at this time. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Economic Development Commission 2020-2021 Work Plan

Mr. Wellman said the Board reviewed the ordinance at the last meeting. He didn't feel that adding more recommendations to the EDC would be helpful at this time, but felt they already have enough to work on.

No action was taken at this time.

i) Board of Selectmen 2021 Regular Meeting Schedule

Mr. Wellman said this follows past practices and he checked that the dates didn't interfere with holiday.

Mr. Paine made a motion, effective October 26, 2020, to approve the Board of Selectmen 2021 Regular Meeting Schedule as presented. Mr. Askham seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Resignation from the Aging and Disabilities Commission

Mr. Askham made a motion, effective October 26, 2020, to accept the resignation of Marvin Koff (D) as a regular member of the Aging and Disabilities Commission with our thanks and to accept the resignation of Arlene Zappile (D) as an alternate member of the Aging and Disabilities Commission with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of October 14, 2020

There were no changes to the Regular Meeting Minutes of October 14, 2020, and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) Personnel** – no report at this time.
- b) Finance** – no report at this time.
- c) Welfare** – no report at this time.
- d) Public Safety** – no report at this time.
- e) Board of Education** – no report at this time.

Mr. Wellman said the next SPIRIT Council Zoom meeting will be on November 6, 2020, and will be on National Indulgence People Month.

COMMUNICATIONS

- a) Letter from Attorney R. DeCrescenzo re: Special Revenue Fund Authority, dated September 21, 2020**
- b) Memo from A. Meriwether re: Town Savings Initiatives, dated October 20, 2020**
- c) Letter from M. Capriola re: USDA Emergency Grants for Farmers Due to Draught, dated October 21, 2020**

ADJOURN

Mr. Askham made a motion to adjourn the meeting at 7:15 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
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“Draft”**

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Kathi Radocchio
Clerk

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
SPECIAL MEETING MINUTES – OCTOBER 26, 2020
“ D r a f t ”**

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CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 5:00p.m. on Zoom due to Covid-19. Present were: First Selectman Eric Wellman, Deputy First Selectman Sean Askham; Board members Jackie Battos, Mike Paine, Chris Peterson, and Wendy Mackstutis. Others in attendance include: Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, Planning Director Mike Glidden, Culture Parks and Recreation Director Tom Tyburski, Park Superintendent Orlando Casiano, Dan Biggs and Rachelle McKnight from Weston Design Studios, Margery Winters, Gerry Wetjen and Tom Hazel.

Mr. Wellman said this meeting was called to review the Parks and Open Space Master Plan.

Mr. Biggs spoke about the plan showing strengths, weaknesses and opportunities for the Town. They used a five step process for this project, which began July 2019. They held community engagement sessions for input and then sent out surveys. Now they have a draft document on the Master Plan.

Ms. McKnight said the Master Plan is pretty involved and shows the concepts, trends, public engagement surveys, financial analysis, key issues, recreational interests, goals, etc. Their surveys had a 42% response from people who have lived in Town for over 20 years.

Ms. McKnight gave an overview of strengths in Town and areas of improvements like ADA accessibility, facility upgrades and habitat loss.

Ms. McKnight went through some key issues and recommendations and what they feel priorities are. They also went through staff capabilities like having enough staff for trash removal in the spaces.

Mr. Biggs said the Town needs to look at different policies and how realistic they are and how to enforce the different policies.

After some discussion, no action was taken.

Ms. Mackstutis made a motion to adjourn the Special Meeting at 6:53 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria Capriola, Town Manager
Cc: Melissa Appleby, Deputy Town Manager; Amy Meriwether, Finance Director;
Michael Berry, Emergency Management Director
Date: November 5, 2020
Subject: EMPG Opt In Grant Funds

Town staff has been notified that the Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security received supplemental funding under the Emergency Management Performance Grant for activities related to COVID-19. The State approved an additional \$994,698 to pass through to the local municipalities. We have been informed that this would be a 100% grant that does not require a match.

The Board of Selectmen approved applying for the Emergency Management Performance Grant at the September 29, 2020 Board meeting. We do not need to submit a new application to receive any additional funding; all we need to do is email our regional coordinator saying Simsbury would like to Opt In for the supplemental grant. I plan to email our regional coordinator indicating our desire to access the "opt-in" funds.

I have consulted with the Town Attorney and additional action from the Board of Selectmen is not required.