



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

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AMENDED

SIMSBURY BOARD OF SELECTMEN

**Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury
Regular Meeting – September 12, 2016 – 6:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- GFOA Certificate of Achievement – Sean Kimball, Director of Finance/Treasurer
- Budget Status Update – Sean Kimball, Director of Finance/Treasurer
- Aging & Disability Commission – Ed LaMontagne
- Silver Bicycle Friendly Business – The Bicycle Cellar

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Fiscal Year 2016 Supplemental Budget Appropriations
- b) Approve Tax Refunds
- c) Culture, Parks & Recreation Commission Special Revenue Fund Committee:
 - 1) Approval to re-convene the committee
 - 2) Appoint two members of the Board of Selectmen to the committee
- d) Refer pursuant to CGS §8-24 Proposed Project at Simsbury Farms to the Planning Commission
- e) Approve Public Gathering Permit Application for Event on September 17, 2016

Telephone (860) 658-3230
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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

- f) Authorize the First Selectwoman to execute an agreement with Planimetrics, Inc. to update the 2007 Plan of Conservation and Development (POCD)
- g) Accept Donation of gift valued at \$5,650 provided by the Simsbury-Granby Rotary Club for Repairs to existing Gazebo at Simsbury Meadows
- h) Discussion and Possible Action on Gateway Signs
- i) Accept Donation in the amount of \$2,500 from the Estate of June Sherman
- j) Accept Donation of framed print of Heublein Tower from Pearl Shulman

OTHER BUSINESS

- a) Discussion regarding planning for Simsbury's 350th Anniversary Celebration

APPOINTMENTS AND RESIGNATIONS

- a) Acknowledge the resignation of Polly Maier (U) as a regular member of the Board of Ethics effective August 31, 2016
- b) Acknowledge the resignation of Joy Himmelfarb as a regular member of the Tourism Committee effective September 1, 2016

REVIEW OF MINUTES

- a) Regular Meeting of August 8, 2016
- b) Special Meeting of August 29, 2016

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- 1. Personnel
- 2. Finance
- 3. Welfare
- 4. Public Safety
- 5. Board of Education

ADJOURN

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



Town of Simsbury

933 HOPMEADOW STREET

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**

Approve FY16 Supplemental Budget Appropriations

2. **Date of submission:**

September 8, 2016

3. **Date of Board Meeting:**

September 12, 2016

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

Sean Kimball, Finance Director

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

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

Recommend to the Board of Finance the following FY16 supplemental appropriations pursuant to Charter Section 809(c), which were discussed as part of the FY17 budget planning process:

BOE CNR Payment for FY17 Items	\$	115,000
NEASC Certification	\$	25,000
Sub-Total Expenditures	\$	140,000

6. **Summary of Submission**

During the FY17 budget planning process, the Board of Finance asked that FY16 supplemental appropriations be made for two items that would give the Board of Education FY17 budget relief. The first was to pay cash from reserves for \$115,000 worth of Capital Non-Recurring items, giving the BOE \$23,000 in operating budget relief (for the next 5 years). The second item was to pay cash for the BOE's application for NEASC Certification, rather than fund out of the operating budget as this is a once every 10 year occurrence.

BOE CNR Payment for FY17 Items	\$	115,000
NEASC Certification	\$	25,000
Sub-Total Expenditures	\$	140,000

As a reminder, Charter Section 809(c) reads:

Section 809. Duties of the Board of Finance on other financial matters.

In addition to the duties prescribed in Sections 704, 808, 811 and 813 of this chapter, the Board of Finance shall have the power, by resolution and only upon the recommendation of a majority of the entire Board of Selectmen, to make the following appropriations:

- (c) Any appropriation supplemental to those provided in the annual budget which is for a purpose other than a real estate purchase, whether or not an appropriation for such purpose may also be made pursuant to Subsection (a), provided any appropriations pursuant to this subsection may not exceed in any fiscal year a cumulative total of one percent (1%) of the annual budget.

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

As discussed by the Board of Finance, there is adequate FY16 revenue favorability to cover these supplemental appropriations.

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

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



Town of Simsbury

933 HOPMEADOW STREET

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** September 6, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

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

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

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

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

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

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

Approve tax refunds per attached printout in the amount of **\$ 19,389.71**

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2013					
					\$0.00
					\$0.00
					\$0.00
Total 2013		\$0.00	\$0.00	\$0.00	\$0.00
List 2014					
Blackaby Kathleen A	14-03-51493	\$94.26			\$94.26
Hargrave David M	14-03-57494	\$68.75	\$2.20		\$70.95
Metrum Research Grp	14-03-62233	\$169.64	\$5.44		\$175.08
Nixon Barton	14-03-63450	\$123.98	\$3.97		\$127.95
Wood Steven	14-04-83427	\$15.33	\$0.49		\$15.82
					\$0.00
					\$0.00
Total 2014		\$471.96	\$12.10	\$0.00	\$484.06
List 2015					
Simsbury Bank (Denalsky)	15-01-04859	\$9,754.77			\$9,754.77
Martinelli Lois A	15-01-04998	\$256.90			\$256.90
Prog Leasing LLC	15-02-40671	\$13.80			\$13.80
Banaszuk Andrzej	15-03-50847	\$293.22	\$8.14		\$301.36
Beets Julie M	15-03-51167	\$63.29	\$1.76		\$65.05
Bender Harald	15-03-51243	\$8.10	\$0.22		\$8.32
Bergeron Leonard	15-03-51308	\$63.72	\$1.77		\$65.49
Blumenthal Jeffrey	15-03-51544	\$21.06	\$0.58		\$21.64
Boskiewicz Brett J	15-03-51673	\$113.94	\$3.16		\$117.10
Bourdon Peter A	15-03-51732	\$46.30	\$1.29		\$47.59
Cantu Thomas H	15-03-52538	\$218.52	\$6.07		\$224.59
Carey Peter G	15-03-52587	\$42.95	\$1.19		\$44.14
Carey Ryan A	15-03-52591	\$9.25	\$0.26		\$9.51
Clarke Wendy J	15-03-53189	\$57.96	\$1.61		\$59.57
Cui Huishu	15-03-53851	\$10.40	\$0.29		\$10.69
Cunningham Kevin J	15-03-53903	\$428.40	\$11.90		\$440.30
Dailey Savannah M	15-03-54038	\$50.40	\$1.40		\$51.80
Dailmler Trust	15-03-54057	\$175.90	\$4.89		\$180.79
Daimler Trust	15-03-54059	\$98.86	\$2.75		\$101.61
Davis Richard A	15-03-54191	\$8.93	\$0.25		\$9.18
Davis Darlene R	15-03-54195	\$35.64	\$0.99		\$36.63
Davis Richard A	15-03-54214	\$10.73	\$0.30		\$11.03
Duff Gordon D	15-03-54906	\$65.16	\$1.81		\$66.97
Dwyer Mary E	15-03-54998	\$10.04	\$0.28		\$10.32
Fama Joseph	15-03-55509	\$108.55			\$108.55
Financial Service Veh Trust	15-03-55723	\$589.93	\$16.39		\$606.32
Fuhr Alan P	15-03-56132	\$9.25	\$0.26		\$9.51
Gajewski Richard B	15-03-56201	\$46.19			\$46.19
Gaucher Robert G	15-03-56390	\$54.00	\$1.50		\$55.50
Giebfried Kenneth J Jr	15-03-56567	\$82.37	\$2.29		\$84.66
Goman Robert M	15-03-56847	\$5.83	\$0.16		\$5.99

Hann Auto Trust	15-03-57472	\$539.06	\$14.97	\$554.03
Honda Lease Trust	15-03-58125	\$186.48	\$5.18	\$191.66
Honda Lease Trust	15-03-58141	\$175.86	\$4.88	\$180.74
Honda Lease Trust	15-03-58143	\$284.08	\$7.89	\$291.97
Honda Lease Trust	15-03-58191	\$327.10	\$9.09	\$336.19
Hyundai Leasing	15-03-58591	\$482.80	\$13.41	\$496.21
Irwin Rosa H	15-03-58681	\$108.36	\$3.01	\$111.37
Jimenez Davis R	15-03-58913	\$47.59	\$1.32	\$48.91
Jurczak Joseph G	15-03-59218	\$21.24	\$0.59	\$21.83
Kallin Craig R	15-03-59250	\$21.02	\$0.58	\$21.60
Kallin Tammy P	15-03-59251	\$163.51	\$4.54	\$168.05
Kaplinski Thomas J	15-03-59289	\$10.69	\$0.30	\$10.99
Keating Catherine A	15-03-59352	\$15.44	\$0.43	\$15.87
Kim Kyongok	15-03-59639	\$94.50	\$2.62	\$97.12
Kuhrt Jay R	15-03-60012	\$33.98	\$0.94	\$34.92
Lariviere Douglas J	15-03-60289	\$137.81		\$137.81
Li Haobo	15-03-60676	\$65.45	\$1.82	\$67.27
Libera Stephen F	15-03-60685	\$26.10	\$0.72	\$26.82
Loranger Monique	15-03-60932	\$5.85		\$5.85
Luchs Linda L	15-03-60996	\$15.77	\$0.44	\$16.21
Marticci Michael	15-03-61572	\$19.80	\$0.55	\$20.35
Maurer Brian T	15-03-61694	\$11.88	\$0.33	\$12.21
McKusick Roger A	15-03-62009	\$8.01		\$8.01
Metrum Research Grp	15-03-62261	\$319.21		\$319.21
Millar Brett E	15-03-62357	\$192.82	\$5.36	\$198.18
Mitterling Richard H	15-03-62534	\$35.78	\$0.99	\$36.77
Mitterling Richard	15-03-62535	\$9.22	\$0.26	\$9.48
Mollo Ernst	15-03-62583	\$19.66	\$0.55	\$20.21
Morrison Bruce	15-03-62732	\$18.11	\$0.50	\$18.61
Motley Patricia N	15-03-62777	\$17.78	\$0.49	\$18.27
Mungovan John P	15-03-62904	\$9.94	\$0.28	\$10.22
Neighbours Beverly	15-03-63135	\$81.94	\$2.28	\$84.22
Nissan Infiniti LT	15-03-63379	\$156.24	\$4.34	\$160.58
Nissan Infiniti LT	15-03-63381	\$295.34	\$8.20	\$303.54
Nissan Infiniti LT	15-03-63396	\$94.28	\$2.62	\$96.90
Nissan Infiniti LT	15-03-63451	\$407.16	\$11.31	\$418.47
Nixon Barton	15-03-63467	\$124.20	\$3.45	\$127.65
Order Richard S	15-03-63767	\$19.87	\$0.55	\$20.42
Orozco Carolina	15-03-63785	\$43.99	\$1.22	\$45.21
Orozco Carolina	15-03-63786	\$246.78	\$6.85	\$253.63
Patel Jayant	15-03-64127	\$9.14	\$0.25	\$9.39
Pecherski Jan	15-03-64234	\$101.30	\$2.81	\$104.11
Russell Matthew S	15-03-65945	\$39.28	\$1.09	\$40.37
Sadlon Jonathan C	15-03-66050	\$14.69	\$0.41	\$15.10
Salvatore Margaret M	15-03-66165	\$18.83	\$0.52	\$19.35
Schenk Dennice R	15-03-66349	\$11.11		\$11.11
Schiaffo Thomas	15-03-66359	\$73.62	\$2.04	\$75.66
Schiaffo Thomas	15-03-66360	\$39.20	\$1.09	\$40.29
St Pierre J	15-03-67532	\$7.19		\$7.19
St Pierre J	15-03-67533	\$16.39		\$16.39
Stanley Richard J	15-03-67567	\$16.60	\$0.46	\$17.06
Tourtillotte Susan	15-03-68413	\$36.90	\$1.02	\$37.92

USB Leasing LT	15-03-68892	\$801.36	\$22.26		\$823.62
Vacca Anthony	15-03-69005	\$61.70	\$1.71		\$63.41
Voghel Leo J	15-03-69326	\$21.38	\$0.59		\$21.97
					\$0.00
					\$0.00
Total 2015		\$18,917.75	\$228.62	\$0.00	\$19,146.37
TOTAL 2013		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2014		\$471.96	\$12.10	\$0.00	\$484.06
TOTAL 2015		\$18,917.75	\$228.62	\$0.00	\$19,146.37
					\$19,630.43
TOTAL ALL YEARS		\$19,389.71	\$240.72	\$0.00	\$19,630.43



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission: Approval to Re-Convene the Special Revenue Fund Committee and Appoint Two Members From the Board of Selectmen to the Committee**
2. **Date of submission:** September 7, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Approval to re-convene the Special Revenue Fund Committee and appoint two members of the Board of Selectmen to serve on that Committee.

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

On February 12, 2014, a joint meeting was held between the Culture, Parks and Recreation Commission, Board of Selectmen, and Board of Finance to discuss the Simsbury Farms Special Revenue Fund. It was agreed at that time that a committee or

“tri-board” should be formed with two representatives from each Board to address the issues facing the fund.

The Committee last met in 2015 and members of the Culture, Parks and Recreation Commission have requested that it re-convene. This request has also been sent to the Chair of the Board of Finance.

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

There is no financial impact to the Town.

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

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

NA



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Referral of Proposed Project at Simsbury Farms to the Simsbury Planning Commission as Required by CT Statute 8-24
2. **Date of submission:** September 7, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Refer a proposed improvement project at Simsbury Farms to the Simsbury Planning Commission for review as required by CT Statute 8-24

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

In memory of Brian Koscher, funds have been raised by his family to contribute toward a facility improvement at the Simsbury Farms Recreation Complex. The Department staff has worked with his family and agreed that the construction of a pavilion near the paddle tennis courts and tennis courts would be an enhancement to the Complex and a fitting memorial to Mr. Koscher.

As this project is an improvement to the property of the Town of Simsbury, under CT Statute 8-24 I respectfully request that the Board of Selectmen refer the project to the Simsbury Planning Commission for review as required by the Statute.

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

There is no financial impact to the Town.

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

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

A map showing the location and a photo of the proposed pavilion will be distributed at the meeting.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission: Public Gathering Permit – Recommendation for Approval**
2. **Date of submission:** September 7, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Approve the Public Gathering Application for a concert outside of Boy Scout Hall on September 17 sponsored by James Malley of Farmington, CT as a fundraising event.

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

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

Those on the e-mail included Lieutenant Fred Sifodskalakis, Assistant Town Planner Mike Glidden, and Public Works Director Tom Roy.

Concern was expressed about the location of the Veterans Memorial Construction Setup area, but the group will be able to utilize the church parking lot for their event.

They have submitted the required Certificate of Insurance.

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

There is no financial impact to the Town.

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

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

NA



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933 HOPMEADOW STREET

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** 2017 Plan of Conservation and Development - Professional Service Agreement
2. **Date of submission:** September 9, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

James D. Rabbitt, AICP, Director of Planning and Community Development

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

To allow the First Selectwoman to execute an agreement for professional services with Planimetrics, INC to update the 2007 Plan of Conservation and Development, subject to review and approval by Town Council.

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

June 1, 2016 A request for qualifications (RFQ) was released.
June 24, 2016 Three responses to the RFQ were received:
Buckhurst Fish & Jacquemart (BFJ), INC. New York, NY
Horsley Witten Group – Providence, RI
Planimetrics, INC, Simsbury, CT

- July 25, 2016 The Planning Commission subcommittee reviewed the three submissions at a special meeting and decided to interview two firms (Planimetrics Inc, and BFJ Planning)
- August 31, 2016 Two Firms were interviewed – Commission decides to select Planimetrics and authorize Director of Planning and Community Development to work out contract details. The Planning Commission also discusses the possibility of utilizing additional POCD funds to target specific items/issues during the process as they are identified.

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

The contract amount (\$87,250) is well within the budget line item (\$130,000) for this project.

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

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

Copy of proposed Contract (including timeframes and deliverables).

September 8, 2016



AGREEMENT FOR PROFESSIONAL SERVICES

By and Between The

TOWN OF SIMSBURY, CONNECTICUT

And

PLANIMETRICS, INC.

This Agreement is entered into, this _____ day of _____, 2016, by and between the **TOWN OF SIMSBURY, CONNECTICUT** (hereinafter referred to as the "Town") and **PLANIMETRICS, INC.**, (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the Town desires certain professional services in order to update the 2007 Plan of Conservation and Development (hereinafter referred to as the "Project"); and

WHEREAS, the Town desires to engage the Consultant to provide professional services in connection with the Project; and

WHEREAS, the Consultant wishes to provide such technical and advisory services as may be necessary during the Project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONSULTANT

- A. The Town hereby engages the Consultant who hereby agrees to perform the professional services as described in the Scope of Services / Budget / Schedule (Exhibit A) attached to this Agreement.
- B. The Town may, by written agreement, amend this Agreement to include additional items not presently contemplated in the Scope of Services. The Consultant shall be obligated to initiate these additional services within 30 days of the date of execution of the amendment, and appropriation of the necessary funds by the Town, unless otherwise specified in the amendment.
- C. The Town may, subject to Consultant concurrence, adjust any study item by increasing the scope and cost of an item and decreasing the scope and cost of another item or by substituting new study items for existing ones, with no increase in compensation to the Consultant. Any such action shall be confirmed by written amendment to this Agreement.
- D. Any amendment to this Agreement shall supplement the terms found herein, and shall provide for a revised Scope of Services, compensation, and/or completion schedule.
- E. This Agreement is undertaken in compliance with Chapter 13 – Code of Ethics of the Town Code (See Exhibit B attached to this Agreement).

II. RESPONSIBILITY OF CONSULTANT

- A. During the period of time covered by this Agreement, the Consultant shall perform and carry out all work as indicated in the Scope of Services / Budget / Schedule (Exhibit A). Such work shall be conducted professionally and courteously and in a manner satisfactory and proper as reasonably determined by the Town.
- B. It is expressly understood that the Consultant's ability to complete such work is predicated, in part, on the Town's commitment as indicated in Section III following.

III. RESPONSIBILITY OF TOWN

- A. The Town hereby agrees to perform, obtain or provide certain services or items as set forth hereinafter. Said services or items are deemed essential to the carrying out of the professional service of the Consultant as herein set forth.
- B. The Town, acting through its designated representative, shall be responsible for overall coordination, the scheduling of meetings, and for making reports and materials provided by the Consultant available for the media, public and other Town agencies and officials.
- C. The Town, acting through its designated representative, shall:
 - 1. make reasonable time available during the course of the study for coordination, including meetings, with the Consultant.
 - 2. provide the Consultant, at no cost, with copies of relevant documents and other non-privileged materials in the Town's possession as necessary for satisfactory completion of the Scope of Services.
 - 3. provide reasonable assistance to the Consultant as shall mutually be agreed upon in the undertaking of the study items covered by this Agreement.
- D. It is understood that the Town shall act expeditiously on all submissions by the Consultant which require Municipal approval or action.
- E. Upon execution of this Agreement, the Town's responsibilities shall be represented by the Director of Community Planning and Development/Town Planner.

IV. TIME OF PERFORMANCE

- A. The services of the Consultant are to commence upon execution of this Agreement and shall be undertaken and completed by the Consultant in a prompt and satisfactory manner as reasonably determined by the Town and in accordance with the Scope of Services / Budget / Schedule (Exhibit A).
- B. The time of completion may be extended if the contracting parties mutually agree, in writing, that such extension would benefit the successful completion of the work hereunder. If such extension is for the purpose of performing services in addition to those contemplated hereunder, the Agreement shall be amended in accordance with the provisions of Section I.

V. MEETINGS

- A. During the course of the work stipulated in this Agreement, the Consultant shall attend meetings as indicated in the Scope of Services / Budget / Schedule (Exhibit A).
- B. The Consultant may, to the extent feasible and reasonable, attend additional meetings with other groups or persons for the purposes of encouraging community participation, presenting findings, or other purposes.

VI. WORK PRODUCTS

- A. Work products delivered to the Town by the Consultant will be delivered physically or electronically to the office of the Town Planner and shall become the property of the Town.
- B. Upon completion of the Scope of Services or upon termination of this Agreement in accordance with Section IX and receipt of any payment of any outstanding amounts due the Consultant, the Consultant shall deliver the following materials to the Town and such materials shall become the property of the Town:
 - 1. Electronic copies of work products prepared during the planning process,
 - 2. Paper copies of any work materials used during the course of the study.
- C. Any reports, data, or other information given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Town.
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- A. The Town shall pay the Consultant the amount identified in the Scope of Services / Budget / Schedule (Exhibit A) as full and complete compensation for the Consultant's services as set forth in the Scope of Services / Budget / Schedule (Exhibit A).
- B. The Project Budget may be modified as provided in Section I of this Agreement.

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- A. The Town shall pay the Consultant within thirty (30) days of submission of an invoice.
- B. The Town, prior to making payment, may review the invoice to determine that the compensation claimed is in accordance with this Agreement. If the Town feels that the invoice is not in accordance with this Agreement, the Town shall notify the Consultant within fifteen (15) days of receiving the invoice. The Consultant may, at its option, revise the invoice or resubmit the invoice to the Town.
- C. If any undisputed invoice is not paid by the Town within forty-five (45) days of submittal, work in progress by the Consultant shall be stopped.

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- A. The Town may terminate this Agreement at any time by notice, in writing, from the Town to the Consultant. Said termination may be with or without cause.
- B. If the Agreement is terminated by the Town as provided herein, as the sole and exclusive payment upon termination, the Town shall pay the Consultant for work performed through the date of termination. This includes work in progress plus any outstanding amounts from prior invoices.

X. ASSIGNMENT

- A. The Town understands and accepts that New England GeoSystems (GIS Mapping) and Great Blue Research (community survey) will be a subcontractor to Planimetrics with regard to this Agreement.
- B. The Consultant shall not further assign this Agreement nor any right or responsibility hereunder without the prior written consent of the Town, which consent may be withheld at the Town's sole discretion; however, no such consent shall operate to release the Consultant from any obligation or liability hereunder, or modify the obligations or liabilities of the Consultant to the Town.

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- A. The acceptance by the Consultant of any final payment made under or upon termination of this Agreement shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Consultant, his successor or assigns, or sub-consultants (if any) have or may have against the Town.
- B. During the life of this Agreement, the Consultant shall maintain liability insurance coverage of not less than \$1,000,000 limit of liability; and shall, before commencing the work, furnish to the Town a certificate of insurance evidencing such coverage, which shall include for notice of cancellation, lapse or amendment to be given to the Town prior to the date of its effective action; and the Town shall be named in such policy as a certificate holder.
- C. The Consultant shall, upon request, furnish to the Town evidence of worker's compensation insurance for employees of the Consultant. If such coverage is not applicable, the Consultant shall provide an affidavit that such coverage is not applicable.

XII. INTERPRETATION

This Agreement shall be construed in accordance with the Laws of the State of Connecticut, and the Charter and Ordinances of the Town of Simsbury.

XIII. EMPLOYMENT COMPLIANCE

The Consultant warrants that the firm is in full compliance with all local, state and federal affirmative action and equal opportunity requirements.

XIV. INDEMNITY

In addition to, and not in lieu of, any indemnification set forth in other provisions of this Agreement, Consultant shall indemnify and hold harmless the Town and its agents, servants and/or employees from and against any and all claims involving physical damage to property, personal injury, and wrongful death arising out of the performance of this Agreement by the Consultant or any of its employees or agents.

XV. MEDIATION

- A. Prior to the initiation of legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to, the interpretation, application, or enforcement of this Agreement to mediation.
- B. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its then existing terms and procedures.
- C. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association.
- D. The cost of mediation shall be borne equally by the parties.
- E. If the parties have not resolved the claims, disputes, or controversies which led to arbitration through mediation or otherwise within 120 days of initiation of mediation, or agreed to continue mediation, the parties shall each have the right to pursue any remedies available to them under the law.
- F. This Article shall survive completion or termination of this Agreement. but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute.

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- A. In any action commenced under or in connection with this Agreement, the prevailing party shall be entitled to an award for reasonable attorney's fees and other litigation expenses incurred by the prevailing party in connection with such action, suit, or proceeding.

XVII. NOTICES

Any written notices required by this Agreement shall be sent to:

CONSULTANT: Glenn Chalder, AICP
Planimetrics, Inc.
70 County Road
Simsbury, CT 06070

TOWN: Jamie Rabbitt, AICP
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070


IN WITNESS WHEREOF:

The TOWN OF SIMSBURY, acting herein by the following official, and the CONSULTANT, acting herein by the following principal, have subscribed their names to this Agreement this _____ day of _____ A.D. 2016.

TOWN OF SIMSBURY, CT (TOWN), by

PLANIMETRICS, INC. (CONSULTANT), by

Lisa Heavner
First Selectman



Glenn Chalder, AICP
Presidents

Attachments:

Exhibit	Topic	Date
A	Scope of Services / Schedule / Budget	September 6, 2016
B	Code of Ethics Acknowledgment Form	September 6, 2016

EXHIBIT A - Scope of Services / Schedule / Budget

Simsbury 2017 POCD Update

Scope of Services

The POCD update will be a “strategic update.” In other words, the organization of the 2007 POCD will be retained and the goals, policies and objectives will be updated and refined to reflect current and anticipated issues facing the community. New chapters may be added as needed to address community issues.

1 Issues Scoping

This first phase focuses on identifying topics and issues to be addressed in the Plan update process. Specific tasks will include:

Preparation / Material Review

- Review current POCD
- Review other plans / studies / documents provide by the Town

Scoping Meeting With the Planning Commission

- Meet with Planning Commission to identify topics / issues the Commissioners feel should be a priority for the Plan

Board / Agency Questionnaires

- Circulate a survey / questionnaire to members of local boards and commissions
- Circulate a survey / questionnaire to Town department heads
- Review and summarize questionnaire responses

Public Scoping Workshop

- Facilitate one (1) interactive workshop for residents to identify and discuss significant current and future issues in Simsbury



Public Input

Conditions and Trends Review

- Review and assess information related to Simsbury, including:
 - Demographics (such as total population, age composition, etc.)
 - Housing (e.g., units, types, sales, affordability and other information)
 - Economic (e.g., employment, gross local product, income)
 - Fiscal (e.g., budget, expenditures, tax base)



Summary Report

Synthesize Input and Recommend Priority Issues and Topics

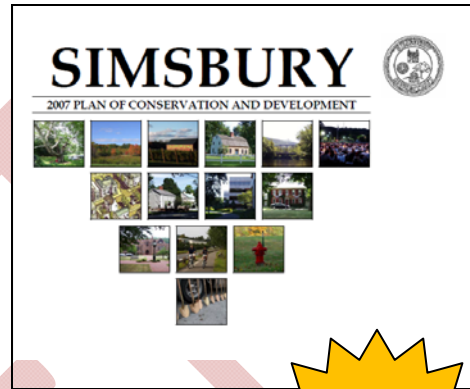
- Prepare a report that organizes and summarizes:
 - Major conditions and trends
 - Input from community meetings
 - Recommendations for issues / topics as part of the POCD update
- Meet with the Planning Commission to review the findings and discuss topic areas / issues to be addressed
- Provide electronic files for posting information on-line

2 Plan Review & Strategy Refinement

The second phase focuses on reviewing the existing Plan with the Planning Commission and identifying appropriate strategies. Specific tasks will include:

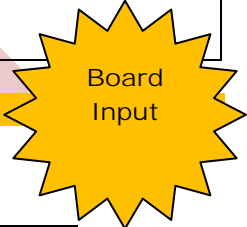
Plan Review / Refinement

- Review goals, policies and recommendations in the 2007 Plan with the Planning Commission
- Suggest possible policies and strategies
- Assist the Planning Commission with refining and updating strategies to reflect anticipated needs over the next 10 to 20 years



Board / Commission Input

- Seek input and feedback from other boards and commissions on POCD strategies relevant to their function



Plan Theme	Description	Anticipated Topics
Conservation	How to protect and preserve the things important to Simsbury residents	<ul style="list-style-type: none"> • Natural resources • Open space • Agricultural resources • Historic resources • Community character • Scenic resources • Community spirit • Sustainability / resiliency
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3 Plan Preparation & Adoption

The third phase focuses on preparing and adopting the POCD. Specific tasks include:

Plan Preparation and Refinement

- Prepare a first draft of the Plan (including maps)
- Review the first draft of the Plan with the Planning Commission
- Based on Commission discussion, prepare an updated draft POCD (including updated maps) and an implementation schedule

Community Meeting(s)

- Organize and facilitate one (1) public meeting on the updated Draft POCD
- Present the updated Draft POCD for community feedback



Public
Input

Finalize Proposed POCD

- Meet with the Planning Commission to review input and determine additional edits to the updated Draft POCD and maps
- Prepare the “proposed” POCD (including maps)

Public Hearing On Adoption

- Present the proposed Plan at the public hearing on adoption (1 meeting)



Public
Input

Planning Commission Review

- Review public comments with the PZC and determine final edits to the proposed Plan and maps
- Assist the Planning Commission with Plan adoption

Plan Completion

- Prepare the adopted Plan and maps for final printing
- Deliver all materials to the Town upon project completion:

Conceptual Schedule

It is understood that the project will commence on or around September 15, 2016.

Due to the requirements of CGS 8-23, it is understood that it is the Town's desire for the POCD to be adopted prior to October 9, 2017. The following schedule is consistent with these parameters.

	2016					2017											
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1. ISSUES SCOPING																	
Preparation / Material Review		■															
Scoping Meetings / Interviews / <u>Surveys</u>		■	■														
Conditions / Trends Review			■														
Public Scoping Workshop			■														
<u>Discuss Priority</u> Issues & Topics				■													
2. PLAN REVIEW / REFINEMENT																	
Plan Review / Refinement						■	■	■									
Town Board / Commission Input						■	■	■									
Telephone Survey						■	■	■									
Finalize Planning Program								■									
3. PLAN REVIEW / ADOPTION																	
Plan Preparation							■	■	■								
POCD Review									■	■							
Community Meeting (s)										■							
Finalize Proposed POCD											■						
Statutory Notice Period												■	■				
Public Hearing														■			
Plan Adoption															■	■	
Plan Completion																■	■

POCD Adoption = By October 9, 2017

This schedule is predicated on one meeting per month (or more) with the Planning Commission *dedicated* to the POCD update.

Fee Arrangement

1. ISSUES SCOPING	\$12,000
<ul style="list-style-type: none"> • Preparation / Material Review • Scoping Meetings / Interviews / Dept. Surveys • Conditions / Trends Review • Planning Commission Scoping • Public Scoping Workshop • Discuss Priority Issues & Topics 	
2. PLAN REVIEW / REFINEMENT	\$35,000
<ul style="list-style-type: none"> • Plan Review / Refinement • Town Board / Commission Input • Random Sample Telephone Survey - 400 households (estimated at 40 questions with up to ten open-ended questions plus demographics (Great Blue Research) 	Included
3. PLAN REVIEW / ADOPTION	\$33,000
<ul style="list-style-type: none"> • Plan Preparation • GIS Mapping (New England Geo-Systems) • POCD Review / Refinement • Community Meeting • Finalize Proposed POCD • Statutory Notice Period • Public Hearing On Adoption • Plan Adoption / Plan Completion 	Included
Subtotal	\$80,000
4. PROJECT EXPENSES	
Allowance For Printing / Delivery	\$5,000
Use of Survey Monkey for an on-line survey	\$2,500
Project Total	\$87,500

EXHIBIT B – Code of Ethics Acknowledgment Form

Simsbury Zoning Regulations Update

ACKNOWLEDGMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a member of _____, an employee of the Town or a consultant retained by the Planning Commission, and I am in compliance with the Charter and the Code of Ethics.

SECTION 1103 OF THE CHARTER OF THE TOWN OF SIMSBURY CONFLICTS OF INTEREST

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

I have indicated in the space below any areas of conflict should they arise in ~~matters before our board, commission, agency or department~~, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

No areas of exception on behalf of Planimetrics.

PLANIMETRICS, INC. (CONSULTANT), by



Glenn Chalder, AICP
Presidents

September 6, 2016

September 8, 2016



AGREEMENT FOR PROFESSIONAL SERVICES

By and Between The

TOWN OF SIMSBURY, CONNECTICUT

And

PLANIMETRICS, INC.

This Agreement is entered into, this _____ day of _____, 2016, by and between the **TOWN OF SIMSBURY, CONNECTICUT** (hereinafter referred to as the "Town") and **PLANIMETRICS, INC.**, (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the Town desires certain professional services in order to update the 2007 Plan of Conservation and Development (hereinafter referred to as the "Project"); and

WHEREAS, the Town desires to engage the Consultant to provide professional services in connection with the Project; and

WHEREAS, the Consultant wishes to provide such technical and advisory services as may be necessary during the Project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONSULTANT

- A. The Town hereby engages the Consultant who hereby agrees to perform the professional services as described in the Scope of Services / Budget / Schedule (Exhibit A) attached to this Agreement.
- B. The Town may, by written agreement, amend this Agreement to include additional items not presently contemplated in the Scope of Services. The Consultant shall be obligated to initiate these additional services within 30 days of the date of execution of the amendment, and appropriation of the necessary funds by the Town, unless otherwise specified in the amendment.
- C. The Town may, subject to Consultant concurrence, adjust any study item by increasing the scope and cost of an item and decreasing the scope and cost of another item or by substituting new study items for existing ones, with no increase in compensation to the Consultant. Any such action shall be confirmed by written amendment to this Agreement.
- D. Any amendment to this Agreement shall supplement the terms found herein, and shall provide for a revised Scope of Services, compensation, and/or completion schedule.
- E. This Agreement is undertaken in compliance with Chapter 13 – Code of Ethics of the Town Code (See Exhibit B attached to this Agreement).

II. RESPONSIBILITY OF CONSULTANT

- A. During the period of time covered by this Agreement, the Consultant shall perform and carry out all work as indicated in the Scope of Services / Budget / Schedule (Exhibit A). Such work shall be conducted professionally and courteously and in a manner satisfactory and proper as reasonably determined by the Town.
- B. It is expressly understood that the Consultant's ability to complete such work is predicated, in part, on the Town's commitment as indicated in Section III following.

III. RESPONSIBILITY OF TOWN

- A. The Town hereby agrees to perform, obtain or provide certain services or items as set forth hereinafter. Said services or items are deemed essential to the carrying out of the professional service of the Consultant as herein set forth.
- B. The Town, acting through its designated representative, shall be responsible for overall coordination, the scheduling of meetings, and for making reports and materials provided by the Consultant available for the media, public and other Town agencies and officials.
- C. The Town, acting through its designated representative, shall:
 - 1. make reasonable time available during the course of the study for coordination, including meetings, with the Consultant.
 - 2. provide the Consultant, at no cost, with copies of relevant documents and other non-privileged materials in the Town's possession as necessary for satisfactory completion of the Scope of Services.
 - 3. provide reasonable assistance to the Consultant as shall mutually be agreed upon in the undertaking of the study items covered by this Agreement.
- D. It is understood that the Town shall act expeditiously on all submissions by the Consultant which require Municipal approval or action.
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Simsbury 2017 POCD Update

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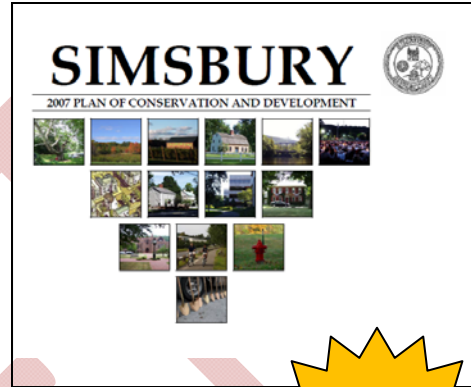
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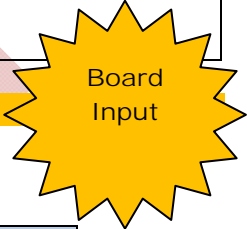
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- Based on Commission discussion, prepare an updated draft POCD (including updated maps) and an implementation schedule

Community Meeting(s)

- Organize and facilitate one (1) public meeting on the updated Draft POCD
- Present the updated Draft POCD for community feedback



Public
Input

Finalize Proposed POCD

- Meet with the Planning Commission to review input and determine additional edits to the updated Draft POCD and maps
- Prepare the “proposed” POCD (including maps)

Public Hearing On Adoption

- Present the proposed Plan at the public hearing on adoption (1 meeting)



Public
Input

Planning Commission Review

- Review public comments with the PZC and determine final edits to the proposed Plan and maps
- Assist the Planning Commission with Plan adoption

Plan Completion

- Prepare the adopted Plan and maps for final printing
- Deliver all materials to the Town upon project completion:

Conceptual Schedule

It is understood that the project will commence on or around September 15, 2016.

Due to the requirements of CGS 8-23, it is understood that it is the Town's desire for the POCD to be adopted prior to October 9, 2017. The following schedule is consistent with these parameters.

	2016					2017												
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
1. ISSUES SCOPING																		
Preparation / Material Review																		
Scoping Meetings / Interviews / <u>Surveys</u>																		
Conditions / Trends Review																		
Public Scoping Workshop																		
<u>Discuss Priority</u> Issues & Topics																		
2. PLAN REVIEW / REFINEMENT																		
Plan Review / Refinement																		
Town Board / Commission Input																		
Telephone Survey																		
Finalize Planning Program																		
3. PLAN REVIEW / ADOPTION																		
Plan Preparation																		
POCD Review																		
Community Meeting (s)																		
Finalize Proposed POCD																		
Statutory Notice Period																		
Public Hearing																		
Plan Adoption																		
Plan Completion																		

POCD Adoption = By October 9, 2017

This schedule is predicated on one meeting per month (or more) with the Planning Commission *dedicated* to the POCD update.

Fee Arrangement

1. ISSUES SCOPING	\$12,000
<ul style="list-style-type: none"> • Preparation / Material Review • Scoping Meetings / Interviews / Dept. Surveys • Conditions / Trends Review • Planning Commission Scoping • Public Scoping Workshop • Discuss Priority Issues & Topics 	
2. PLAN REVIEW / REFINEMENT	\$35,000
<ul style="list-style-type: none"> • Plan Review / Refinement • Town Board / Commission Input • Random Sample Telephone Survey - 400 households (estimated at 40 questions with up to ten open-ended questions plus demographics (Great Blue Research) 	Included
3. PLAN REVIEW / ADOPTION	\$33,000
<ul style="list-style-type: none"> • Plan Preparation • GIS Mapping (New England Geo-Systems) • POCD Review / Refinement • Community Meeting • Finalize Proposed POCD • Statutory Notice Period • Public Hearing On Adoption • Plan Adoption / Plan Completion 	Included
Subtotal	\$80,000
4. PROJECT EXPENSES	
Allowance For Printing / Delivery	\$5,000
Use of Survey Monkey for an on-line survey	\$2,500
Project Total	\$87,500

EXHIBIT B – Code of Ethics Acknowledgment Form

Simsbury Zoning Regulations Update

ACKNOWLEDGMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a member of _____, an employee of the Town or a consultant retained by the Planning Commission, and I am in compliance with the Charter and the Code of Ethics.

SECTION 1103 OF THE CHARTER OF THE TOWN OF SIMSBURY CONFLICTS OF INTEREST

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

I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

No areas of exception on behalf of Planimetrics.

PLANIMETRICS, INC. (CONSULTANT), by



Glenn Chalder, AICP
Presidents

September 6, 2016



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Repairs to existing Gazebo at Simsbury Meadows – acceptance of gift.
2. **Date of submission:** September 9, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Mark Deming, Simsbury-Granby Rotary Club.
James D. Rabbitt, AICP, Director of Planning and Community Development

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

To allow the Board of Selectmen to accept a gift from the Simsbury-Granby Rotary Club to repair the damaged balusters and railing at the gazebo located at Simsbury Meadows.

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

Spring 2016 Gazebo was damage by vandals.
August/Sept. Simsbury/Granby Rotary Club develops plans and specifications to
repair damage.

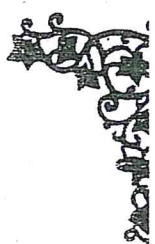
7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

No fiscal impact the entire cost of repair (\$5,650) would be paid by the Rotary Club.

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

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

1. *Copy of proposed work and detail.*



Phone: (860) 236-8100
 FAX: (860) 586-8300

BURDON ENTERPRISES DBA.
 ARTISTIC WROUGHT IRON
 620 OAKWOOD AVE.
 P.O. BOX 331104
 WEST HARTFORD CT. 06110

MARK DEMING
 3 RYAN CIR.
 SIMSBURY CT. 06081

DATE. AUGUST 2 2016
 PHONE # 860-966-6501
 SUBJECT:

SIMSBURY MEADOWS ROTARY SHELTER.

ARTISTIC APPRECIATES THE OPPORTUNITY TO QUOTE THE REPLACEMENT OF THE VINYL FENCING THAT SURROUNDS THE SHELTER.

THE RAILING WILL FINISH AT 37" HIGH. AND HAVE 1 1/2" POSTS THAT WILL BE CORE DRILLED INTO THE CONCRETE FLOOR 4" WITH POR-ROC A NON SHRINK GROUT USED TO ANCHOR THEM IN PLACE.

THE SYSTEM WILL BE CONSTRUCTED USING 1 1/2" x 1/2" CHANNEL. THE TOP CHANNEL WILL BE COVERED WITH 2 1/4" MOLDED HAND RAILING MATERIAL. WE WILL MAKE OUR PANELS 63" LONG ALLOWING 2" OVER HANG ON BOTH ENDS. THE CHANNELS WILL BE PUNCHED.

THE PICKET SPACING WILL BE LESS THAN 4" IN BOTH CASE. THE 1 1/2" SQUARE TUBE PICKETS WILL FIT OVER THE HOLDS AND BE WELDED AROUND THE OUT SIDE (THE HOLDS IN THIS CASE ARE FOR GALVANIZING) THE PANELS WILL START WITH 1 1/2" x 1 1/2" POSTS ON BOTH ENDS. WE WILL PUT A MID SPAN LEG TO HELP SUPPORT THE PANEL.

THE OVER HEAD PANELS WILL BE MADE IN THE SAME MANNER. WE WILL USE 5/16" WOOD LAGS TO ANCHOR THEM IN PLACE. THE BOTTOM CHANNEL GETS THE 2 1/4" MOLD HAND RAILING MATERIAL. (NO POSTS)

IF THE RAILINGS DON'T GO OUT FOR GALVANIZING WE WILL FINISH THEN BY GRINDING THEM SMOOTH AND PAINTING THEM WITH ONE COAT OF WHITE OXIDE PRIMER AND THEM ONE COAT OF WHITE INDUSTRIAL ENAMEL.

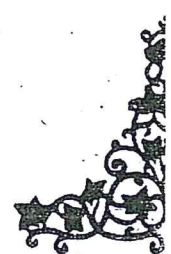
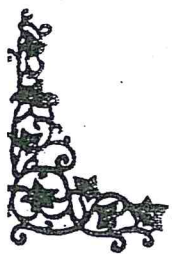
1 1/2" PICKET FENCING	PRICE	\$ 4,800.00 PLUS SALE TAX IF IT APPLIES
COST FOR GALVANIZING IS		<u>\$ 850.00</u>
		\$ 5,650.00

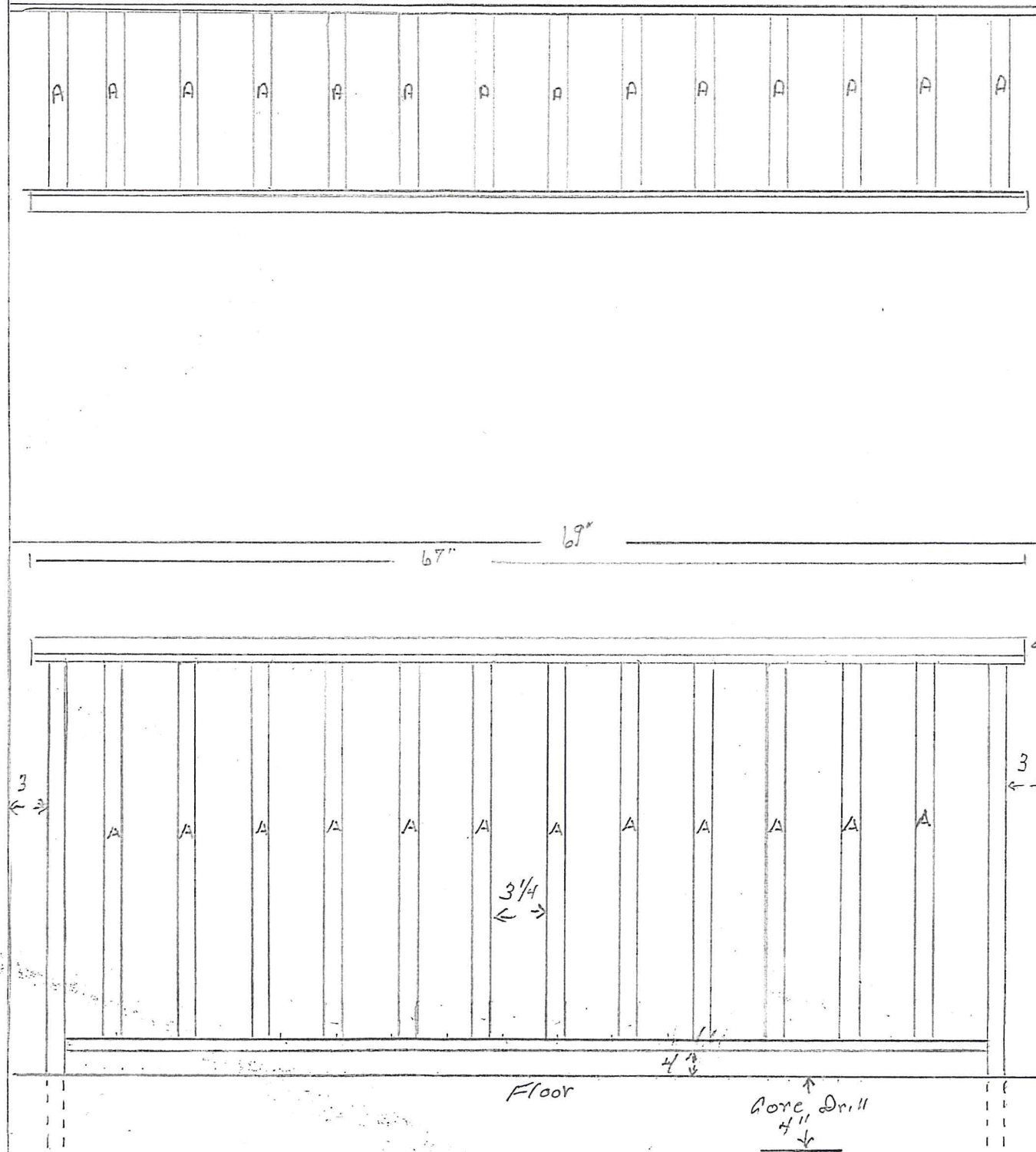
WE WILL PAINT THE FENCE WITH WHITE EPOXY MASTIC PAINT!

I /WE HEREBY ACCEPT THIS PROPOSAL AND AGREE TO MAKE PAYMENT TO ARTISTIC WROUGHT IRON AS FOLLOWS: TERMS: 50% DEPOSIT TO START WORK WITH FINAL PAYMENT UPON COMPLETION. CASH, PERSONAL CHECK, BANK CHECK, OR CREDIT CARDS ACCEPTED. CUSTOMER AGREE TO PAY FINANCE CHARGES ON AMOUNTS NOT PAID WHEN DUE COMPUTED AT 1 1/2% PER MONTH OR THE HIGHEST RATE ALLOWED BY THE STATE WHERE THE SALE IS COMPLETED, TOGETHER WITH ALL COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

CUSTOMER'S ACCEPTANCE

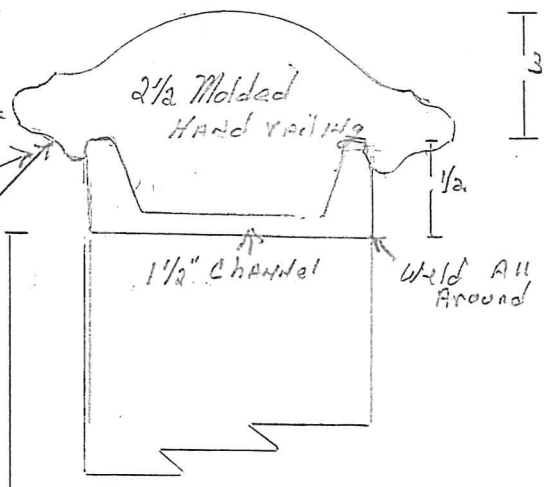
SIGNATURE _____





10" 11 3/4"

Inverse



16" 8"

37 1/2"

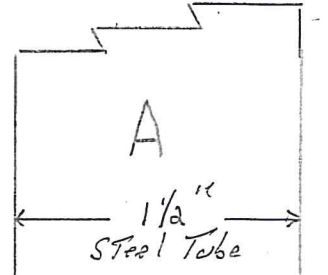
Column

Column

Column

23 1/2"

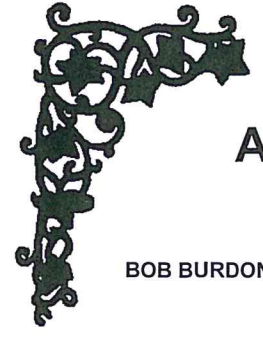
31 3/4"



4" To floor

Column

ARTISTIC



BOB BURDON

P.O. Box 331104
620 Oakwood Ave (Rear)
WEST HARTFORD, CT 06110
Office (860) 236-8100
Fax (860) 586-8300

Core Drill
4"

Floor

3 1/4"

67" 69"

3"

3"



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Donation from Estate of June Sherman
2. **Date of Submission:** August 15, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Entity making Submission:** M. Lecours-Beck
Social Services
5. **Action Requested:** Acceptance of a financial bequest from the Estate of June Sherman in the amount of \$2,500.
6. **Summary of Submission:** Acceptance of a financial bequest from the Estate of June Sherman in the amount of \$2,500.
7. **Financial Impact:** \$2,500 Donation to the Social Services Department
8. **Description of Document:** None



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Donation of Print – Pearl Shulman
2. **Date of submission:** September 8, 2016
3. **Date of Board Meeting:** September 12, 2016
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Lori Lubetkin and Pearl Shulman, 28 Woodside Circle, Simsbury, CT

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

Accept the donation of a framed print of the Heublein Tower from Pearl Shulman

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

Ms. Pearl Shulman has offered to donate a print of the Heublein Tower in memory of her husband, Charles "Chaz" Shulman, who painted the original. Mr. Shulman was a long-time resident of Simsbury who participated in the Simsbury Arts and Crafts show for many years. The print and frame are valued at approximately \$300.

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

None

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

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

Donation/Gift Form completed by the donor, Pearl Shulman

Donation/Gift of Personal Property to the Simsbury's Town Offices

Thank you for your donation to the Town of Simsbury! We are grateful for your gift and appreciate your willingness to contribute to the Town.

We greatly value all gifts given to the Town and make every effort to display and use gifts in a respectful manner. Unfortunately due to the volume of gifts the Town receives, limited space for display, and limited storage, the Town cannot guarantee that a gift will remain on display or in the Town's possession in perpetuity.

In order for the Town to accept the gift and pursuant to the Town Ordinances, *Chapter 100, Gift Policy*, please complete and sign below.

This form is to be completed for all gifts of personal property to the Town of Simsbury and donations in excess of value of \$1,500.

Individual making the donation/gift: PEARL SHULMAN		
Contact information for the individual making the donation/gift: 28 Woodside Circle, Simsbury CT 06070 860-658-5022		
Please check which category applies:		
<input type="checkbox"/>	donation/gift to (specify department):	(OR)
<input checked="" type="checkbox"/>	donation/gift to the Town of Simsbury	
Description of gift/donation: FRAMED PRINT OF THE TOWER. ORIGINAL PAINTED BY CHARLES "CHAZ" SHULMAN		
Purpose of gift/donation: In memory of a longtime resident of Simsbury & Participant in the Simsbury Art & Crafts Show for many years		
Value of the gift/donation: \$ 300.00	Actual	Estimated
First Selectman's or Director of Finance's recommendation (comment):		

The Donor acknowledges and affirms the following

1. The donor intends to make a gift to the Town, not in exchange for any remuneration or services
2. The Town has the right to use the gift in its sole and absolute discretion
3. The donor relinquishes any further or future claims to the gift
4. The gift is irrevocable
5. The gift may be transferred, auctioned, stored, or sold at a later date
6. The display of the gift is not guaranteed by the Town of Simsbury
7. Acceptance of the gift is contingent on Board of Selectmen approval



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignations
2. **Date of submission:** September 6th, 2016
3. **Date of Board Meeting:** September 12th, 2016
4. **Individual or Entity making the submission**

Polly Maier, 18 Ox Yoke Drive, Simsbury
Joy Himmelfarb, 126 Hopmeadow Street 1H, Weatogue

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

1. Accept the resignation of Polly Maier, 18 Ox Yoke Drive, Simsbury as a Regular Member of the Board of Ethics & Joy Himmelfarb, 126 Hopmeadow Street 1H, Weatogue

6. **Summary of Submission**

1. Resignation: Polly Maier as a Regular Member
Board: Ethics
Party: U
Effective: August 31st, 2016
Full Term of Office: 01/01/2013-01/01/2017
2. Resignation: Joy Himmelfarb as a Regular Member
Board: Tourism
Party: D
Effective: September 1st, 2016
Full Term of Office: 12/04/2015-12/04/2017

7. **Financial Impact**

NONE

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

Copy of resignation letters from Polly Maier & Joy Himmelfarb



Polly Maier
18 Ox Yoke Dr.
Simsbury CT 06070

Ericka Butler
Town Clerk's Office
933 Hopmeadow Street
Simsbury CT 06070

August 31, 2016

Dear Ms. Butler,

It has been my privilege to serve as an unaffiliated member of the Simsbury Board of Ethics since January 2012. However, due to an impending relocation, I must regretfully resign from my position after the Board's September meeting.

I understand that the search for a new unaffiliated member is well underway, as my term was to expire in January 2017. I would be glad to meet with the new member to discuss general procedural matters.

I am grateful for the opportunity to have served on the Simsbury Board of Ethics.

Sincerely,
Polly Maier

Joy Himmelfarb
126 Hopmeadow St 1H
Weatogue, CT 06089

September 1, 2016

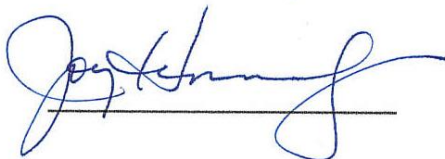
Ericka L. Butler, Town Clerk
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Dear Mrs. Butler:

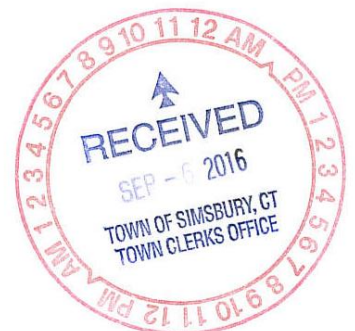
I hereby resign my position as regular member on the Tourism Committee.

Please notify the Board of Selectmen that the effective date of my resignation is
Sept 1, 2016.

Sincerely,



A handwritten signature in blue ink, appearing to read "Joy Himmelfarb", written over a horizontal line.



CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:04 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board member Michael Paine, Sean Askham, Elaine Lang, Christopher Kelly and Cheryl Cook. Others in attendance included: Thomas Cooke, Director of Administrative Services; Tom Roy, Director of Public Works; Sean Kimball, Finance Director/Treasurer; Gerry Toner, Director of Parks and Recreation; Attorney Bob DeCrescenzo, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about changing to a Town Manager form of government, public audience being a court order, increased police calls due to the marijuana factory, the “Slightly Stupid” concert allowing marijuana use, the character of Simsbury changing for the worse, accepting a gift of solar panels, and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about the court ordered public audience, the Charter Revision Commission, a Town Management form of government along with Board of Selectmen, and other issues.

Hadley Rose, spoke about the Town Management form of government with people being happy the way Simsbury is now, and other issues. He asked that everyone reject the change from Board of Selectmen to the Town Management form of government.

Ms. Cook made a motion to amend the agenda to add an acceptance of a paving gift from Garrity Asphalt, Paving Services after item a. Mr. Paine seconded the motion. All were in favor and the motion passed.

PRESENTATIONS

There were no presentations at this time.

FIRST SELECTMAN’S REPORT

Ms. Heavner congratulated the Simsbury Veterans who received Connecticut Wartime Service Medals. She thanked everyone who organized this wonderful ceremony.

Ms. Heavner said the Town and Board of Education received a members’ equity distribution check for \$17,000 from the Connecticut Interlocal Risk Management Agency (CIRMA).

Ms. Heavner said the construction of the Veteran’s Memorial Project is underway with completion anticipated by November 1, 2016. She thanked everyone for their cooperation and patience during this period.

Ms. Heavner said the Town recently launched a service to help make residents aware of municipal legal notices. This will allow everyone the ability to sign up to automatically receive updates when legal notices are posted to the Town website.

Ms. Heavner said the Town is a League of American Cyclists Silver Level Bicycle Friendly Community. She went through the “Six Golden Rules for Trails.” More information can be seen on www.railstotrails.org.

Ms. Heavner said the “Taste of Simsbury” will be held on August 25th at the Riverview of Simsbury at 5:30 p.m. Tickets are \$50 and can be purchased through www.ShopSimsbury.com.

Ms. Heavner said the “Hike to the Mic at Heublein Tower” will be held on August 27th and 28th. For more information, you can visit the Friends of Heublein, Inc.

Ms. Heavner said “Picnic in the Park” will be held on August 27th at St. Catherine of Siena Church from 11:30 a.m. to 1:30 p.m. RSVP to Diana Yeisley or the Senior Center.

Ms. Heavner said Septemberfest will be held on September 9th, 10th, and 11th. For more information visit: <http://simsburymeadowsmusic.com/events/septemberfest-2016/>.

Ms. Heavner said the Simsbury Agriculture Fair will be held on September 17th from 10:00 a.m. to 3:00 p.m. For more information visit: <http://www.simsburygrange.org/grangeagfair.asp>.

Ms. Heavner said the 31st Annual Simsbury Fly-in and Car Show will be held on September 18th from 8:00 a.m. to 3:00 p.m. For more information visit: www.simsburyflyin.com.

Ms. Heavner said the Simsbury Library Giant Used Book Sale is September 24th & 25th from 10:00 a.m. to 4:00 p.m. at the High School.

Ms. Heavner reminded everyone to sign up for all three of the Emergency Alerts. This system will get residents information in a timely manner.

Ms. Heavner said construction began on the new Ice Rink Warming Room at Simsbury Farms. She thanked everyone for their cooperation and patience during this construction period.

Ms. Heavner congratulated Tyler Anderson of Millwrights Restaurant for being named a semi-finalist by the James Beard Foundation Awards for Best Chef: Northeast!

Ms. Heavner congratulated Rana Morton who opened State Farm Insurance; Jeffrey Lizotte and his partner for taking over the space located at the Mill at 2T ; Karen Holmes owner of Bee Trendy; and coming soon, Luis Valentin of Sabor Olive Oli Co. and Art Gallery.

Ms. Heavner said Green Tea Chinese Restaurant will be re-open with a new names and new Asian-fusion style menu. She is looking forward to the re-opening.

Ms. Heavner said Garden Homes is now under construction and Highcroft is also under construction. She said Berkshire Bank is working on interior fit-out and is not open yet.

Ms. Heavner said Big Y has indicated that they have delayed a start date for a least a year based on internal financial priorities and commitments elsewhere, but will begin removal of the buildings on their property. She said the Town planning boards have approved 88 residential units on Hoskins Road Workforce Overlay Zone. She also said 46 unit apartments have been approved at Chestnut Hills.

Ms. Heavner said The Silverman Group continues to press forward on their plans to develop/redevelop the site located at 200 Hopmeadow Street. She said the Girard Brothers Corporation have presented initial concept plans to Design Review and Planning and Zoning for a multi-family residential community.

SELECTMEN ACTION

a) Approve Tax Refunds

Mr. Askham made a motion to approve tax refunds, in the amount of \$65,181.01, as requested and approved by the Tax Collector. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Roy said Garrity Asphalt has been contracting with the Town for a number of years. They are now looking to expand their services to use a heat technique for paving. They would like to pave Town Forest Road to perfect their process at no cost to the Town.

Ms. Lang made a motion to accept paving work from Garrity Asphalt Paving Services, with a value of \$40,000 as a gift to the Town. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Authorize the First Selectman to execute a Side Letter of Agreement to participate in the CRCOG ezIQC Procurement Program

Mr. Roy said a number of CRCOG communities have been using this system for years and have reported very positive results.

Mr. Kelly made a motion to authorize the First Selectman to execute a Side Letter of Agreement to participate in the CRCOG ezIQC Procurement Program subject to Town Counsel approval. Mr. Askham seconded the motion. All were in favor and the motion passed.

Mr. Paine recused himself from consideration of item (c).

c) Authorize the First Selectman to execute a Letter of Intent (subject to review of Town Counsel) with Ameresco Inc. for Community Shared Solar Project at the Landfill Site

Mr. Roy said this project was first brought to this Board in January. He said DEEP is putting together a number of pilot programs where they allow “shared solar.” The landfill has been looked at for this project. This is a complicated project. He went through the way this project would work. Mr. Roy would like the Board to hold a special meeting on the 29th to get all of the information complete this project.

Mr. Zimmer, Senior Manager of the solar group, went through the project costs and the savings for everyone.

Attorney DeCrescenzo went through the legal issues and benefits of this project. He said this would be a 20 year lease with Ameresco. A Public Hearing needs to be held before approving this project.

Ms. Lang made a motion to indicate support for the Ameresco Inc. proposed submission and direct staff to develop a form of an option to lease necessary to comply with the DEEP RFP requirements. Mr. Askham seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to schedule a Public Hearing on the possible conveyance of land for a 20 year lease option, for August 29th at 6:00 p.m. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Paine rejoined the meeting.

d) Accept the gift of and approve placement of Solar Panels on the Community Farm of Simsbury property

Mr. Roy said this project was presented back in June. This is a great project that is a 5.2 kilowatt solar array that would be placed on Town property.

Ms. Lang made a motion to accept the gift and approve placement of solar panels on the Community Farm of Simsbury Property. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Authorize the Town of Simsbury to participate in the Small Business Energy Advantage Program

Ms. Heavner said this would be in partnership with the Chamber of Commerce. The Clean Energy Task for should push this program.

Mr. Roy said this program would be for small businesses to obtain a free energy audit that will include a list of all eligible energy efficiency issues they could take care of and the estimated savings they could get.

Mr. Askham made a motion to authorize the Town’s participation in the Small Business Energy Advantage Program. Ms. Lang seconded the motion. All were in favor and the motion passed.

f) Tariffville Water Storage Tank Easements:

- 1) Approve an easement entitled “Water Storage Tank Easement” for location of the new water tank on Laurel Hill; and**
- 2) Approve an easement entitled “Access and Water Main Easement” for access to the tank and for location of the water main**

Attorney DeCrescenzo said this is probably the final process. Once all the documents are approved and recorded and it is all sent to DEEP with the title search, with the exception to the easements, it will hopefully be all set. This is all being done so the Tariffville Fire District can receive their grant money to complete their process.

Mr. Askham made a motion to approve an easement entitled “Water Storage Tank Easement” for location of the new water tank on Laurel Hill. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve an easement entitled “Access and Water Main Easement” for access to the tank and for the location of the water main. Mr. Paine seconded the motion. All were in favor and the motion passed.

g) Approve Public Gathering Permit Applications for 2016 Events

Mr. Toner said the Opera has been cancelled as it didn’t work within their timeframe. All other events are good, repeat events.

Mr. Askham made a motion to approve the Public Gathering Applications for the 2016 events as presented, with the exception of the Opera. Ms. Lang seconded the motion. All were in favor and the motion passed.

h) Authorize the First Selectman to execute a CASAC Grant Application in the amount of \$5,323 to support Local Prevention Activities

Mr. Askham made a motion to authorize the First Selectman to sign Grant Application for funds to support local prevention activities. Mr. Kelly seconded the motion. All were in favor and the motion passed.

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

Attorney DeCrescenzo went through the rules again. He said if the Board wants this issue to be put on the November ballot, the deadline will be September 6th.

After much discussion, it was decided to go from item g) back to item a) of the questions to approve the wording only:

Mr. Kelly made a motion to approve the wording on g) “Shall the Charter be amended to use gender neutral language throughout the Town Charter to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the wording on f) “Shall the Charter be amended to make technical changes to the Town Budget and appropriations process to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the wording on e) “Shall the Charter be amended to expand the membership of the Open Space Committee to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion to approve the wording on d) “Shall the Charter be amended to create a Culture Commission to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion to approve the wording on c) “Shall the Charter be amended to eliminate the Human Relations Commission to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the wording on b) “Shall the Charter be amended to make certain amendments to the Economic Development Commission to take effect December 4, 2017?” Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the wording on a) “Shall the Charter be amended to change the form of government from First Selectman/Board of Selectmen to the Town Manager form of government to take effect December 4, 2017?” Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to hold a recess at 7:50 p.m. Ms. Lang seconded the motion. All were in favor and the motion passed.

The Board resumed the meeting at 8:10 p.m.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to use gender neutral language throughout the Town Charter to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to make technical changes to the Town Budget and appropriations process to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to expand the membership of the Open Space Committee to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion to approve the updated language “Shall the Charter be amended to create a Culture Commission to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. After discussion, Mr. Paine, Mr. Askham, and Ms. Cook voted against this item with Ms. Lang, Mr. Kelly and Ms. Heavner voting in favor. Therefore, the motion fails.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to eliminate the Human Relations Commission to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to make certain amendments to the Economic Development Commission to take effect December 4, 2017” and include it in the resolution. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to approve the updated language “Shall the Charter be amended to change the form of government from First Selectmen/Board of Selectmen to the Town Manager form of government to take effect December 4, 2017” and include it in the resolution. Mr. Kelly seconded the motion. After discussion, Ms. Lang and Ms. Heavner voted against this item and Mr. Askham, Mr. Kelly, Mr. Paine, and Ms. Cook voted in favor and the motion passed.

Mr. Askham made a motion:

RESOLUTION
PROPOSED REVISED CHARTER
OF THE TOWN OF SIMSBURY

WHEREAS, Pursuant to Section 1108 of the Simsbury Town Charter and Chapter 99 of the Connecticut General Statutes, the Simsbury Charter Revision Commission has completed its review of the Simsbury Town Charter; and

WHEREAS, the Simsbury Charter Revision Commission has proposed certain amendments to the Simsbury Town Charter, contained in the Final Report and Proposed Revised Charter filed with the Town Clerk on August 3, 2016; and

WHEREAS, the Connecticut General Statutes requires the Simsbury Board of Selectmen to consider and take action on the Final Report and the Proposed Revised Charter; and

WHEREAS, the Board of Selectmen held a public hearing on the Proposed Revised Charter on June 13, 2016; and

WHEREAS, on August 8, 2016 the Board of Selectmen approved several provisions of the Proposed Charter as submitted by the Charter Revision Commission and rejected one provision regarding the creation of a Culture Commission.

NOW, THEREFORE BE IT RESOLVED:

1. That a referendum shall be held on the Proposed Revised Charter on Tuesday, November 8, 2016 between the hours of 6:00 a.m. and 8:00 p.m. at the four polling places established for regular election in Simsbury, Connecticut.

2. That the following ballot question shall appear on the voting machines of the referendum in the following form:
 - a. Shall the Charter be amended to change the form of government from First Selectman/ Board of Selectmen to the Town Manager form of government to take effect December 4, 2017? Yes No
 - b. Shall the Charter be amended to make certain amendments to the Economic Development Commission to take effect December 4, 2017? Yes No
 - c. Shall the Charter be amended to eliminate the Human Relations Commission to take effect December 4, 2017? Yes No
 - d. Shall the Charter be amended to expand the membership of the Open Space Committee to take effect December 4, 2017? Yes No
 - e. Shall the Charter be amended to make technical change to the Town Budget and appropriations Process to take effect December 4, 2017? Yes No
 - f. Shall the Charter be amended to use gender neutral language throughout the Town Charter to take effect December 4, 2017? Yes No
3. That the First Selectman shall cause the Proposed Revised Charter to be published as a legal notice as set forth in the Connecticut General Statutes.
4. That the Simsbury Town Clerk shall prepare an explanatory text to be reviewed and approved by the Town Attorney for the Referendum on the Proposed Revised Charter for consideration by the Board of Selectmen.
5. That the attached Legal Notice of Referendum, as revised at the August 8, 2016 meeting, is hereby approved.

Signed by:

Lisa L. Heavner
Sean P. Askham
Cheryl B. Cook

Chris M. Kelly
Elaine W. Lang
Mike R. Paine

Attest:
Simsbury Town Clerk

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

Mr. Askham made a motion to accept the proposed legal notice, with the revisions made August 8, 2016, with the renaming and striking of the Culture Commission question all together. Ms. Lang seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

There was no other business at this time.

APPOINTMENTS AND RESIGNATIONS

a) Appoint Pastor Chris Dion as the Clergy Representative to the Juvenile Review Board

Mr. Paine made a motion to appoint Pastor Chris Dion as the Clergy Representative to the Juvenile Review Board. Ms. Lang seconded the motion. All were in favor and the motion passed.

b) Appoint Valerie Lee, Jeffrey Lewtan, Kevin Boysen and Helena Vanderbeck as student members to the Youth Services Advisory Board

Mr. Askham made a motion to appoint Valerie Lee, Jeffrey Lewtan, Kevin Boysen and Helena Vanderbeck as student members to the Youth Services Advisory Board. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Appoint two Unaffiliated Members to the Board of Ethics

Mr. Kelly made a motion to appoint Lynn Raccio as an unaffiliated member to the Board of Ethics at this time. Mr. Askham seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of July 11, 2016

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

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel:

a. Approval of UConn MPA Internship & Professional Practicum (IPP) Job Profile

Mr. Kelly said the Personnel Sub-Committee did vote to approve the UConn MPA Internship & Professional Practicum Job Profile. He said the estimated cost is \$15,250, which will be shared by Finance and the First Selectmen's office budgets.

Mr. Kelly made a motion to approve the participation in the UConn MPA Internship & Professional Program and approve the profile as submitted. Mr. Askham seconded the motion. All were in favor and the motion passed.

b. Approval of Modification of Position Descriptions:

• **Deputy Director of Administrative Services**

Mr. Kelly made a motion to approve the job description for Deputy Director of Administrative Services, and to take out “meets with employees to review pension plan retirement options” on page 2. Mr. Askham seconded the motion. All were in favor and the motion passed.

• **Employee Benefits Coordinator**

Mr. Kelly made a motion to approve the job description for Employee Benefits Coordinator and to add “meet with employees to review pension plan retirement options.” Mr. Askham seconded the motion. All were in favor and the motion passed.

• **Executive Secretary to the First Selectman/Selectwoman**

Mr. Kelly made a motion to approve the Executive Secretary to the First Selectman/Selectwoman job Description as submitted. Mr. Askham seconded the motion. All were in favor and the motion passed.

2. **Finance** – no report at this time.
3. **Welfare** – no report at this time.
4. **Public Safety** - no report at this time.
5. **Board of Education** – no report at this time.

Mr. Askham there is discussion on long term ambulance staff and costs. While the ambulance service is volunteer, there are costs to run the service. The discussion is about keeping the level of service as good as it is right now. Ms. Heavner said CCM reached out to them and the options will be but before the Board of Selectmen for approval.

ADJOURN

Ms. Lang made a motion to adjourn at 8:52 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,
Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 6:03 p.m. in the Large Program Room of the Simsbury Public Library. In attendance were: First Selectman Lisa Heavner; Board members Michael Paine, Cheryl Cook, Sean Askham, Christopher Kelly, and Elaine Lang. Others in attendance included: Thomas Cooke, Director of Administrative Services, Tom Roy, Director of Public Works and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARING

To receive public comment concerning a proposal to lease land at the Town’s closed landfill site to Ameresco, Inc. for the purpose of installing a Community Shared Solar Array in connection with a Connecticut Department of Energy and Environmental Protection pilot program.

Ms. Heavner reminded everyone that they can speak for 5 minutes each on this issue. If there is time left, they may come back to speak again.

Joan Coe, 26 Whitcomb Drive, said she was against this solar project at the landfill. She said the Town was given the land by Eno Trust to help the poor of Simsbury and it is too close to the Airport. She doesn’t feel this project will be viable in the future.

Robert Kalechman, 971 Hopmeadow Street, said he has heard a lot of talk about solar panels and most of it has been complaints. He spoke about using 100 acres of land and cutting down trees. He feels the project isn’t even approved by the State so the Board doesn’t really know what they are voting on.

Bradford Griswold, the Manager of Simsbury Airport, said he is a huge fan of solar. However, he cannot endorse or recommend this project. He feels this is a great reflecting hazard to the airport approach at the Simsbury Airport. He showed everyone a simulation of the issue. The pilots will be “flash blind” for at least 15 seconds and this would be a huge hazard, which could result in death. More information is needed on this project before he could possibly endorse it.

Bill Holling, 16 Wood Haven Drive, had concerns when he read the article on this solar issue. He said the dollar amount of savings is incorrect. He thinks the amount should be \$70/year not \$700/year.

Bob Beinstein, Fairview Street, and on the Clean Energy Task Force, said there have been conversations with the Airport, and they all agree that more information is needed. This is not a “done deal.” He said this is a State pilot program, which is all done on spec and Ameresco is doing this at no cost to the Town. We need to learn how to reduce energy consumption now. He is in favor of this project, but knows there are a lot of variables.

Mark Scully also on the Clean Energy Task Force, said he is proud that Simsbury is in the position to be able to bid on this pilot program. A lot of work was done on this. He feels this is a wonderful service to offer to the Town. He does understand the airport issues are of concern and knows the FAA will require a study before any approval can be made. This would be a great opportunity for the Town.

Mr. Griswold reiterated that his only concern on this project is the safety at the Airport and he just feels more details are needed before approving it. He has no other issues about this project, but the safety concerns.

Mr. Kalechman feels the solar panels can be a danger to life if put there. He wants to make sure the State approves this before we move forward. Also, he doesn’t feel that the savings are really there.

Mr. Beinstein reminded everyone that the Board is not voting on the actual solar panels, just on the land issue. If safety issues are met and the State doesn’t approve this then the project won’t go through.

Ms. Coe said she heard a lot tonight and doesn’t feel the Board should go forward with this without more information.

CLOSE PUBLIC HEARING

Mr. Askham made a motion to adjourn the Public Hearing at 6:35 p.m. Ms. Lang seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Tavin Matthew read a Chinese proverb about teenagers and how they can succeed if given a chance. He said this is what the Simsbury ABC House has done for the past 40 years and over 80 graduates. He said they gave a new meaning to an old proverb. He spoke about where he came from and what the program has done for him, including leadership skills. He invited everyone to stop by and say hello.

Joan Coe, 26 Whitcomb Drive, spoke about the final Charter revisions being voting on in November, some issues at concerts, a sign she created, the new lightbulb changes, hours at the Town offices, and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about feeling it is his responsibility and duty to speak at public audience and try to help the Town, street lights and sidewalks, solar panels, and other issues.

Bradford Griswold thanked the Board, Tom Roy and the Municipal Services for their help with the solar panel issues. He reminded everyone about the Simsbury Fly-in and Car Show on September 18th. He reminded everyone that is only concern is safety at the Airport.

FIRST SELECTMAN’S REPORT

Ms. Heavner said the first day of school is August 31st for Simsbury. She said to check out the Simsbury Public School website at <http://www.simsbury.k12.ct.us/page.cfm?p=4076> for more information.

Ms. Heavner said Simsbury is participating in the National Bike Challenge through September 30th. Simsbury is currently ranked #2 in the U.S. and we are trying to reach #1. For more information, please visit the website at www.simsbury.bike.

Ms. Heavner congratulated the Simsbury Police Cadets who received an award for the highest overall GPA for the academic portion of the Connecticut Cadet Academy. Well done!

Ms. Heavner said there is a back to school program for eligible families, where they will receive a Walmart gift card to help purchase school supplies or clothes for their children. For further information, please contact the Social Services Department at (860) 658-3283.

Ms. Heavner the Annual Police Senior Citizen Picnic is being held on September 7th at the Simsbury Farms Ice Skating Rink. You can call the Senior Center at 860-658-3273 to add your name to the wait list.

Ms. Heavner said Septemberfest will be held on September 9th, 10th and 11th with a \$5 admission for the entire weekend. For more information visit: <http://simsburymeadowsmusic.com/events/septemberfest-2016>.

Ms. Heavner said the Simsbury Recycling Committee will be hosting a composting event at the Simsbury Community Farm on September 17th from 10:00 a.m. – 2:00 p.m. Thanks to Signature Marketing for sponsoring this event.

September 17th and 18th from 10:00 a.m. – 5:00 p.m. Admission is free!

Ms. Heavner inviting everyone to join the Simsbury Grange on September 17th from 10:00 a.m. to 3:00 p.m. for a celebration of the plentiful agriculture offerings in the Town and the surrounding area. For more information visit:

<http://www.simsburygrange.org/grangeagfair.asp>

Ms. Heavner said the 31st Annual Simsbury Fly-In and Car Show will be held on September 18th from 8:00 a.m. to 3:00 p.m. For more information visit: www.simsburyflyin.com.

Ms. Heavner said the Friends of the Simsbury Library will be hosting their 2016 Giant Used Book Sale on September 24th and 25th at the Simsbury High School. For more information call Charmaine Glew (860) 651-4192 or Annie Wallack (860) 658-7781 or visit the website at: <http://www.simsburylibrary.info/friends-of-the-library/book-sale>.

Ms. Heavner said the Senior Center is hosting a special luncheon in honor of all Veterans on September 29th from 12:00 pm. To 1:30 p.m. at Eno Memorial Hall. Please call the Senior Center at (860) 658-3273 to make a reservation.

Ms. Heavner thanked all the volunteers who make all these events so special.

Ms. Heavner reminded everyone to sign-up for all three emergency alerts again.

Ms. Heavner said the construction of the new Ice Rink Warming Room at Simsbury Farms is still underway. She said everyone’s patience and cooperation is much appreciated during this time.

Ms. Heavner said there is a Social Media Revolution Seminar for Simsbury Businesses on September 15th at 5:30 p.m. Reservations are required. For more information visit: <http://www.libraryinsight.com/eventdetails.asp?ix=scp&lmx-818151&y=3>.

Ms. Heavner said Present Company is now open. They are located at The Mill at 2T. She welcomed them to Simsbury.

Ms. Heavner congratulated Rana Morton who opened a State Farm Insurance office at 1243 Hopmeadow Street. There will be a ribbon cutting on September 14th at 4:00 p.m. and everyone is welcome.

Ms. Heavner asked everyone to come to the ribbon cutting for The Old Well Tavern, with a date to come, after their renovations are completed.

Ms. Heavner congratulated the Simsbury ABC House on their new sign. Since 1973, 80 plus students have graduated from this program. For more information visit: www.sisburyabetterchance.org.

Ms. Heavner said Luis Valentin will be opening Sabor Olive Oli Co. and Art Gallery in mid-September, in the Simsbury Town Shops.

Ms. Heavner said the Simsbury Public Library’s Maker-Space is nearing the end of construction and should open at the end of September or early October.

Ms. Heavner said Benny’s, which is located at 562 Hopmeadow Street, is undergoing a new dining room expansion and other improvements. They will remain open during this construction.

Ms. Heavner said Berkshire Bank is still waiting on interior fit-out and is not yet open.

SELECTMEN ACTION

a) Possible Action regarding proposed to lease land at the Town’s closed landfill site to Ameresco, Inc. for the purpose of installing a Community Shared Solar Array in connection with a Connecticut Department of Energy and Environmental Protection pilot program

Mr. Roy gave key points on this proposal. He said this is a pilot program that the DEEP is offering. This was first brought before the Board back in January. It is a competitive process. There isn’t a lot else that can be one with the landfill property. He said Ameresco has dealt with airport issues before and no one will risk lives.

Mike Zimmer from Ameresco, Inc. said his math was incorrect and it is a \$70 savings not \$700 savings. He said this project allows utility customers to promote solar at no risk. He does feel the Airport issues are of concern and will be looked at further. If the issues aren’t corrected and approved by the FAA then the project won’t go forward.

He said this meeting is just about obtaining the lease option to go into the pilot program at no cost to the Town. He showed a presentation with key points and where they have done approximately the same type of project in Lowell MA. Ameresco will be leasing land from the Town for 20 years and selling 100% of solar output to Eversource. Ameresco cannot enter a bid without the lease option. Every other issue must be resolved and approved before the project can move forward.

There were questions and discussion from the Board on safety issues, the site, possible issues if Ameresco defaults, and approvals that still need to be made. Attorney DeCrescenzo noted that the DEEP requires a letter of intent, which is not binding by either party.

Ms. Heavner said she spoke to Attorney DeCrescenzo about giving back to the poor, which was the intent of the Eno Trust. There isn’t a lot that can be done with this landfill site and the

savings received would go to the poor of Simsbury. Tonight is just about starting the process, but a lot of other approvals need to be completed before the project can actually move forward.

Mr. Askham made a motion to approve the option agreement for the possible lease of 6± acres of Town owned land to Ameresco, Inc. subject to the changes to the draft option agreement as discussed by the Board of Selectmen and to approve the execution of the final option agreement with final approval by the Town Attorney. The changes discussed by the Board of Selectmen include the following:

- 1) Right of refusal on the assignment
- 2) Favorable review and recommendation of FAA to the satisfaction of the Board of Selectmen
- 3) Approval of site plans by the Board of Selectmen
- 4) Adequate indemnity to protect the Town for the landfill cap

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

ADJOURN

Ms. Lang made a motion to adjourn at 8:05 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk