

Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

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SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – September 11, 2017 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

To receive public comment concerning the proposed Amendments to Simsbury Code of Ordinances, Chapter 133, Solid Waste

CLOSE PUBLIC HEARING

PUBLIC AUDIENCE

PRESENTATIONS

- Great Pond Management Plan – Gerard Milne, CT DEEP
- Capital Projects Status Update – Jerome Shea, Town Engineer
- Proclamation – Constitution Week

FIRST SELECTWOMAN'S REPORT

SELECTMEN ACTION

- a) Possible Action on Amendments to Simsbury Code of Ordinances, Chapter 133, Solid Waste
- b) Approve Tax Refunds
- c) Approve Public Gathering Permit for October and November 2017 Events
- d) Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Grant for demolition of existing structure on town owned property located at 1 Old Bridge Road:
 - 1) Authorize the First Selectwoman to execute a FEMA Grant in the amount of \$41,978.48
 - 2) Approval of supplemental appropriation in the amount of \$41,978.48 pursuant to Section 809(a) of the Charter

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

LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
An Equal Opportunity Employer

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

- e) [Consider Recommendation to Planning Commission to adopt 2017 Plan Conservation and Development](#)
- f) Simsbury Public Library State Construction Grant Approval and Certification of Application
- g) Review New Economic Development Task Force Recommendations
- h) Authorize Application for and Acceptance of FY2018 Historic Documents Preservation Grant Program

OTHER BUSINESS

- a) Deepwater Wind Solar Proposal Update
- b) State Budget Update

APPOINTMENTS AND RESIGNATIONS

- a) Appoint Darren Cunningham (R) as a regular member of the Board of Ethics with an expiration date of January 1, 2021

REVIEW OF MINUTES

- a) Regular Meeting of August 14, 2017
- b) Special Meeting of August 28, 2017

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

SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke - Director of Administrative Services



TOWN OF SIMSBURY PUBLIC HEARING NOTICE

Notice is hereby given that the Board of Selectmen will hold a public hearing on Monday, September 11, 2017 at 6:00 p.m. in the Main Meeting Room of Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070 to receive public comment concerning the proposed Amendments to Simsbury Code of Ordinances, Chapter 133, Solid Waste. Copies of the proposed changes can be found on the Town of Simsbury's website, www.simsbury-ct.gov on the Board of Selectmen's page. Hard copies are available at the Town Clerk's Office, 933 Hopmeadow Street, Simsbury, CT.

Public Hearing Date: Monday, September 11, 2017 at 6:00 p.m.

TOWN OF SIMSBURY BOARD OF SELECTMEN AMENDMENTS TO SIMSBURY CODE OF ORDINANCES, CHAPTER 133

Sections 133-1, 133-2, 133-3, 133-6, 133-8, 133-9, 133-13, 133-16, 133-19, 133-23, 133-24 and 133-25 of Chapter 133 of the Code of Ordinances of the Town of Simsbury are deleted in their entirety and the following sections are hereby substituted in lieu thereof. The remaining sections of Chapter 133 are not included in this Amendment and remain as currently stated:

ARTICLE I, Storage, Collection and Disposal of Solid Waste

§ 133-1. Declaration of policy.

The accumulation, collection, removal and disposal of refuse shall be controlled by this municipality for the protection of the public health, safety and welfare. It is consequently found and declared that:

- A. This municipality is authorized by law to regulate the disposition of refuse generated within its boundaries and to collect a charge therefor and to license refuse collectors.
- B. This municipality is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where refuse generated within its boundaries shall be disposed of.
- C. This municipality has executed the municipal service agreement requiring it to cause all acceptable solid waste generated within its boundaries to be delivered to the Materials Innovation and Recycling Authority (MIRA).
- D. The public health, safety and welfare of this municipality will be best served by requiring the delivery of acceptable solid waste to MIRA for processing into products which have an economic value.
- E. The enactment of this article is in furtherance of this municipality's approved regional Solid Waste Management Plan.

§ 133-2. Definitions.

The following terms shall have the following meanings:

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ACCEPTABLE SOLID WASTE -- Unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection, and commercial, governmental and light industrial waste of which a municipality is required by state law to make provision for the safe and sanitary disposal, but not including in any case items designated for recycling, special handling waste or oversized bulky waste.

COLLECTOR -- Any person who holds himself out for hire to collect refuse from residential, business, commercial or other establishments.

DIRECTOR -- The Director of Public Works of the Town of Simsbury.

DISPOSAL CHARGE -- That amount of money to be charged for solid waste or refuse disposal in accordance with this article.

HAZARDOUS WASTE -- Pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes which, according to federal, state or local rules or regulations from time to time in effect, require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. §§ 6921 through 6925 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature.

MATERIALS INNOVIATION AND RECYCLING AUTHORITY (MIRA) -- A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste Management Services Act, Chapter 466e of the Connecticut General Statutes.

MID-CONNECTICUT PROJECT -- The solid waste disposal and energy recovery and steam and electric facility ("facility") available to this municipality pursuant to a Municipal Solid Waste Management Services Contract with MIRA located at 300 Maxim Road, Hartford, Connecticut; the transfer stations approved for transfer of solid waste to the Mid-Connecticut Project; and the MIRA landfills provided for or designated by MIRA.

MUNICIPAL SERVICE AGREEMENT -- The Municipal Solid Waste Management Services Agreement between MIRA and this municipality dated as of June 12, 2017.

OVERSIZED BULKY WASTE or OBW -- White goods (major household appliances) and other unwanted or discarded materials which:

- A. Are the kinds not normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection;
- B. In the judgment of CRRA, reasonably exercised, cannot be processed in the facility because of size or non-combustibility;
- C. Would not constitute special handling waste under these definitions;
- D. May be disposed of in a bulky waste landfill holding a permit issued by the Connecticut Department of Environmental Protection under Section 19-524-8 of its regulations or any successor provision; and
- E. Are not too large to be deposited and stored at the Simsbury Bulky Waste and Recycling Center or transported to a landfill.

SOLID WASTE ORDINANCE -- This Solid Waste Ordinance, as it may be amended from time to time, which consists of Chapter 133 of the Code, entitled "Solid Waste."

SPECIAL HANDLING WASTE:

A. Hazardous waste.

B. Dirt, concrete and other non-burnable construction material and demolition debris.

C. Large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmission, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels and other items of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the facility, OBW.

D. Explosives, ordnance materials, oil, sludges, flammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of the CRRA, reasonably exercised, is likely to cause damage to or adversely affect the operation of the facility or, in the judgment of the Director of

Public Works of this municipality, reasonably exercised, is likely to cause damage to or adversely affect the operation of the facility, constitute a threat to health or safety or violate or cause the violation of any applicable federal, state or local law, regulation or judicial or administrative decision or order.

§ 133-3. Designation of disposal area.

Pursuant to Connecticut General Statutes Section 22a-220a, the Board of Selectmen hereby designates the Mid-Connecticut Project/MIRA as the area where acceptable solid waste generated within the boundaries of Simsbury by residential, business, commercial or other establishments shall ultimately be disposed of. On and after the effective date of this chapter, each collector collecting any acceptable solid waste generated within the boundaries of this municipality shall deliver all such waste to the Mid-Connecticut Project located at 300 Maxim Road, Hartford, Connecticut.

§ 133-6. Licensing and registration requirements.

No person other than those licensed by this municipality to perform such work and in accordance with the provisions of these regulations shall operate as a collector within this municipality. No refuse generated or collected from outside this municipality shall be disposed of under a license or registration issued pursuant to this article.

A. Licensing and registration authority designated. The Director shall be the licensing and registration authority for collectors and vehicles and the containers used by them. The Director shall grant a license within a reasonable time following the filing of a proper application and payment of the prescribed unless he finds one or more of the following conditions to prevail:

(1) The applicant has been irresponsible in the conduct of refuse collection and hauling operations as evidenced by previous suspensions and/or revocations of licenses issued by this municipality or any other licensing authority in the State of Connecticut within three years prior to the application.

(2) The applicant is in default in its obligations as a collector or has otherwise violated the provisions of this article.

(3) The applicant lacks suitable equipment available for registration hereunder with which to collect and transport acceptable solid waste in a safe and nuisance-free manner and in compliance with this article.

B. License required. Each collector shall annually on or before July 1 apply for a license from the Director on such form as the Director shall prescribe to engage in the business of collection and transportation of acceptable solid waste and recyclables in this municipality.

C. Registration term, fee and renewal. All registrations shall be issued for a term not to exceed one year and shall be renewable on or before the first day of July of each year.

D. Each licensed collector who offers a solid waste collection service to residential properties within the Town of Simsbury must also offer an acceptable concurrent curbside recycling service to all residential customers.

§ 133-8. Administration; insurance requirements.

A. The Director shall administer the licensing of any collector engaged in the collecting and transporting of refuse and recyclables in this municipality.

§ 133-9. Refuse collector's responsibilities and obligations.

A. Place of delivery. Each collector shall deliver all acceptable solid waste collected within the territorial limits of this municipality to the MIRA facility and pay the disposal charge to the facility. In no case shall a collector deliver any hazardous waste, oversized bulky waste or special handling waste to the facility.

B. Failure to pay. A failure to pay charges of the MIRA facility shall be grounds for revocation or suspension of a license and registration.

C. Prohibition on delivery. No licensee shall deliver any acceptable solid waste generated within this municipality to any place other than the facility, unless the facility is incapable of accepting acceptable solid waste at the time of delivery, in which event such acceptable solid waste shall be delivered to the place designated by MIRA or the Director. No collector may, under the license issued hereunder, deliver to the facility any refuse, including, without limitation, acceptable solid waste generated and/or collected outside the territorial limits of this municipality.

D. Construction and maintenance of vehicles and containers. All vehicles used to collect and transport refuse shall be of a construction which will prevent liquid leaking out of the unit and shall be maintained free of obnoxious odors and accumulated refuse. All vehicles or container systems shall be equipped to meet MIRA requirements.

E. Time of operation. Collectors may deposit acceptable solid waste at the facility only at times and on days as designated in MIRA's regulations.

F. Spilled refuse. Collectors shall clean up immediately any refuse that may have been spilled when carrying or transferring refuse or when disposing of such refuse at the facility.

ARTICLE II, Storage, Collection and Disposal of Recyclable Materials

§ 133-13. Definitions.

The following terms shall have the following meanings:

ACCEPTABLE RECYCLABLE MATERIALS -- As set forth in the Town approved Recycling Program, as per the municipal service agreement.

COLLECTOR -- Any person who holds himself out to collect refuse or solid waste from residential, commercial or other establishments and is registered by the Town of Simsbury for this purpose.

DIRECTOR -- The Director of Public Works of the Town.

ITEMS DESIGNATED FOR RECYCLING:

A. Those items of solid waste designated from time to time for recycling by the Connecticut Commissioner of Energy and Environmental Protection pursuant to Subsection (a) of Section 22a-241b of the Connecticut General Statutes, and plastic food and beverage containers, glass food and beverage containers and metal food and beverage containers, and such items as are required to be recycled by the Regulations of Connecticut State Agencies. By regulation published in the Connecticut Law Journal on March 28, 1989, as Section 22a-241b-2 of the Regulations of Connecticut State Agencies, the Commissioner of Environmental Protection designated, as of that time, the following items required to be recycled:

- (1) Corrugated cardboard.
- (2) Glass food and beverage containers.
- (3) Leaves.
- (4) Metal food and beverage containers.
- (5) Newspapers.
- (6) Office paper.
- (7) Scrap metal.
- (8) Storage batteries.
- (9) Waste oil.

B. The term "items designated for recycling" herein shall include, without further action by the Town, any and all legally adopted additions made by the Commissioner of Environmental Protection to any designation of items for recycling made pursuant to said Section 22a-241b of the General Statutes.

MATERIALS INNOVATION AND RECYCLING AUTHORITY (MIRA) -- A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste management Services Act, Chapter 446e of the Connecticut General Statutes.

PERSON -- Any individual, partnership, firm, association, corporation or other entity.

RESIDENTIAL DWELLING UNIT -- A residential property building or a part of such a building designated for occupancy, and so occupied, by one or part of one family.

RESIDENTIAL PROPERTY -- Real estate containing one or more dwelling units but shall not include hospitals, motels or hotels.

§ 133-16. Placement of recyclables for curbside collection.

A. Recyclable items to be collected pursuant to this section shall be placed in the recycling container as prescribed by the Collector. No non-recyclable materials shall be placed in any recycling container.

B. On the applicable scheduled collection day, owners or occupants of residential dwelling units shall place their recycling containers for collection at curbside in the manner designated by their Collector.

C. In lieu of the residential property owners engaging the services of a curbside Collector, they may also dispose of the above listed designated recyclables at the Simsbury Bulky Waste and Recycling Center.

§ 133-19. Collectors.

A. Collectors as defined in this ordinance shall only operate in the Town under a registration for the collection of recyclables with the Town. Recycling collectors shall meet the same requirements as trash collectors as defined in §133-6.

B. All Collectors operating within the boundaries of this municipality registered by the Town of Simsbury as set forth in A. above shall:

(1) Be prohibited from knowingly mixing other solid waste with items designated for recycling.

(2) Take all items designated for recycling generated and collected from residential property within the boundaries of this municipality, separated from other solid waste, for processing or sale, to MIRA for recycling.

(3) Notify the Director of:

(a) The identity of any person from whom such Collector collects solid waste that the Collector has reason to believe has discarded items designated for recycling in violation of this article or Section 22a-241b of the Connecticut General Statutes; and

(b) The grounds for such belief.

(4) Upon the request of the Town, provide a warning notice, by such reasonable means and within such reasonable time as directed by the Director, to any person suspected by the Collector or the Town of violating the separation requirements with respect to items designated for recycling.

(5) Upon the request of this municipality, assist this municipality in identifying any person responsible for creating loads of solid waste containing significant quantities of items designated for recycling mixed with other solid waste.

C. Items designated for recycling generated by nonresidential properties are not required to be delivered by Collectors to a Materials Recovery Facility, but may be marketed or disposed of privately as long as the recipient of the recyclables is a legal disposal facility.

D. In compliance with Section 22a-208e of the Connecticut General Statutes, owners or operators of resource recovery facilities and recycling facilities must furnish the Town a copy of all information pertaining to the municipality on a quarterly basis, including recycled quantities, in an itemized breakdown form acceptable to the Director.

§ 133-23. Simsbury Bulky Waste and Recycling Center.

A. The Center, located on property owned by the Town of Simsbury on the easterly side of Wolcott Road, shall be designated as the "Town of Simsbury Bulky Waste and Recycling Center," hereinafter referred to as the "Center."

B. The Center shall be used for the disposal of bulky wastes, grass clippings, brush and tree trimmings, white goods, scrap metal and scrap tires, designated recyclable materials and other items deemed appropriate for disposal at the Center.

C. Use of the Center shall be limited to:

(1) Residents of the Town of Simsbury;

(2) Business, commercial, industrial and institutional entities located in the Town of Simsbury, and

(3) Persons or entities engaged in the handling of disposal materials, but only to the extent that the materials to be disposed of were generated within the Town of Simsbury.

D. The Department of Public Works or the contracted facility operator under the authority of the Director is hereby empowered to issue user permits in accordance with this article. No disposal of matter shall be made at the Center unless the person or entity so disposing has been issued a valid user permit.

E. Each resident and owner or manager of business, commercial, industrial or institutional entities and multifamily dwelling units located in Simsbury shall be responsible for disposing in a legally permitted manner any matter that cannot be disposed of at the center.

F. The Town of Simsbury reserves the right to refuse access to the Center to any resident, entity or commercial collector when it appears that the proposed user is violating this article.

§ 133-24. Access to drop-off recycling facility.

A. Acceptable materials.

(1) The following recyclables and items designated for recycling, as outlined in § 133-15, separated according to item, may be brought to the Center located on Wolcott Road in Simsbury, in quantities not greater than normally generated by family households:

(a) Office paper.

(b) Waste oil.

(c) Batteries.

(d) Leaves.

(e) Scrap metal and white goods.

(2) Quantities generated by commercial entities greater than those normally generated by family households will not be accepted. This service is intended to serve the residential and small office generator.

B. Oversized bulky waste accepted shall be items such as demolition materials, yard waste, grass, wood, masonry, rock, furniture and carpets. No tree stumps, mixed solid waste, paint cans or hazardous waste shall be permitted.

C. Small items that fit in a trash barrel, as well as paper and cardboard boxes that are wet or contaminated, shall not be accepted. They should be disposed of with garbage.

D. Plastic bags shall be emptied at proper disposal areas based on contents and empty bags returned to the resident to be disposed of with garbage. No plastic bags containing anything being disposed of may be left at the Center.

E. Paint shall be disposed of at the facility in accordance with the Connecticut Paint Stewardship Plan as administered by CT DEEP.

F. A compost area is established at the Center for drop off of leaves by individual residents. Once each fall, the Town of Simsbury shall collect curbside leaves in accordance with requirements and a schedule established by the Department of Public Works.

§ 133-25. Provisions governing the use of Bulky Waste and Recycling Center.

A. Effective November 1, 1988, the Center shall be open on Wednesday and Saturday from 8:00 a.m. to 3:00 p.m. and three Sundays in the spring and the fall. The Sunday openings shall be established by the Director of Public Works and properly publicized to private and commercial users. With a recommendation from the Director of Public Works, a number of days may be added or deleted at the discretion of the Chief Executive Officer of the Town of Simsbury.

B. Personal vehicles registered to a resident of the Town of Simsbury shall require permits for use of the Center. Permits may be obtained at the facility during normal business hours upon proper proof of residency and presentation of vehicle registration.

C. Each permittee shall display its vehicle permit decal on the driver's side of its windshield or window.

D. Upon entering the Center, each permittee shall stop at the attendant's booth for inspection and instructions prior to depositing any items or materials at the Center and make payment of any fees that may be due.

E. Any vehicle seeking access to the Center shall have its contents secured in such a manner as to ensure that no materials shall blow from or fall off the vehicle while it is transporting items to the Center.

F. Disposal of trash and recyclables other than by the approved methods may be subject to a penalty as defined in § 133-27.

G. The only activity that shall be conducted within the Center is the disposal of matter identified in this article, as the same may be amended from time to time, or the conduct of official business by or with Center personnel. No person shall enter or remain on the premises of the Center for the purposes of conducting, or shall conduct, any other activity upon the premises of the Center, except that all persons may enter upon the premises of the Center for petitioning and free speech or other activities within the area designated by the Board of Selectmen at their meeting of May 18, 1992.

TOWN OF SIMSBURY

PROCLAMATION

- WHEREAS,** September 17, 2017, Constitution Day, marks the 230th anniversary of the signing of the Constitution of the United States of America, and;
- WHEREAS,** We the People did ordain and establish a Constitution for the United States of America to secure the blessings of liberty for ourselves and our posterity; and
- WHEREAS,** it is important that all citizens fully understand the provisions, principles and meaning of the Constitution, so they can support, preserve and defend it against encroachment; and
- WHEREAS,** the President and the Congress of the United States have designated September 17th through 23rd as Constitution Week; and
- WHEREAS,** Constitution Week provides the opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and
- WHEREAS,** the people of the Town of Simsbury do enjoy the blessings of liberty, the guarantees of the Bill of Rights, equal protection of the law under the Constitution, and the freedoms derived from it.

NOW, THEREFORE, LET IT BE KNOWN, I, Lisa L. Heavner, First Selectwoman of the Town of Simsbury, do hereby proclaim September 17-23, 2017 as

CONSTITUTION WEEK

And invite every citizen and institution to join in the national commemoration.

IN WITNESS THEREOF, I have placed my seal and the great seal of the Town of Simsbury.

Dated the 11th day of September, 2017.



Lisa L. Heavner
First Selectwoman





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** September 5, 2017
3. **Date of Board Meeting:** September 11, 2017
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 \$ 4,933.44.

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 2014					
					\$0.00
					\$0.00
					\$0.00
Total 2014		\$0.00	\$0.00	\$0.00	\$0.00
List 2015					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total 2015		\$0.00	\$0.00	\$0.00	\$0.00
List 2016					
Bronsford, S (Goodman Dean)	16-1-00930	\$2,737.41			\$2,737.41
Augustin-Lopez Catalina	16-3-50190	\$8.03	\$0.26		\$8.29
Bokron Nicholas R	16-3-51674	\$7.32	\$0.24		\$7.56
Cahill John P	16-3-52512	\$19.99	\$0.64		\$20.63
Ceneviva Attilio G	16-3-52973	\$8.46	\$0.27		\$8.73
Chow David K	16-3-53132	\$5.77	\$0.19		\$5.96
Civitarese Joseph P	16-3-53242	\$90.52	\$2.92		\$93.44
Closs William W	16-3-53325	\$5.00			\$5.00
Dietz Shelly C	16-3-54675	\$81.03	\$2.61		\$83.64
Dignacco Thomas A	16-3-54684	\$7.07	\$0.23		\$7.30
Flynn James	16-3-56213	\$17.39	\$0.56		\$17.95
Flynn James	16-3-56214	\$10.76	\$0.35		\$11.11
Huber John D	16-3-58808	\$8.77	\$0.28		\$9.05
Jozef Frank	16-3-59440	\$5.89	\$0.19		\$6.08
JP Morgan Chase	16-3-59555	\$425.26	\$13.72		\$438.98
Kim Thomas J	16-3-60041	\$14.14	\$0.46		\$14.60
Kwasniak Janice M	16-3-60424	\$160.23			\$160.23
Manderlink Gregory J	16-3-61761	\$117.64	\$3.79		\$121.43
McDonough John L	16-3-62268	\$9.30	\$0.30		\$9.60
McIntyre Glenn R	16-3-62356	\$8.40	\$0.27		\$8.67
Miller Richard A	16-3-62824	\$6.73	\$0.22		\$6.95
Rao Sumant S	16-3-65510	\$360.75	\$11.64		\$372.39
Rao Sumant S	16-3-65511	\$624.84	\$20.16		\$645.00
Rossetti Robert j	16-3-66203	\$80.07	\$2.58		\$82.65
Sarkis Emily E	16-3-66630	\$40.90	\$2.42		\$43.32
Uliasz Craig S	16-3-69372	\$10.35	\$0.33		\$10.68
Vasas Raynond	16-3-69536	\$5.77	\$0.19		\$5.96
Verregia John A	16-3-69696	\$5.67	\$0.18		\$5.85
Verregia John A	16-3-69700	\$24.80	\$0.80		\$25.60
Vonesh David A	16-3-69792	\$19.10	\$0.62		\$19.72
Wang Shi	16-3-70049	\$6.08	\$0.20		\$6.28
					\$0.00
					\$0.00

Total 2016		\$4,933.44	\$66.62	\$0.00	\$5,000.06
TOTAL 2014		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2015		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2016		\$4,933.44	\$66.62	\$0.00	\$5,000.06
					\$5,000.06
TOTAL ALL YEARS		\$4,933.44	\$66.62	\$0.00	\$5,000.06



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission: Public Gathering Permits – Recommendation for Approval**
2. **Date of submission: August 22, 2017**
3. **Date of Board Meeting: September 11, 2017**
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 Permit Applications for:

Cruisin' With the Cops Car and Bike Show, to be held on the Iron Horse Boulevard Commuter Lots on October 15, 2017.

Fright Night at the Farm, to be held at the Community Farm on October 21, 2017.

Annual Simsbury Celebrates event to be held on November 25, 2017.

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.):**

Applications were submitted by Scott Sagan, on behalf of the Simsbury Police Union, for their event, Joanne Perry for the Community Farm event, and Taryn Schragger for Simsbury Celebrates. The applications were sent by e-mail to the staff and volunteers who review these applications.

Those on the e-mail included Assistant Town Planner Mike Glidden, Zoning Enforcement Officer Robin Newton, Public Works Director Tom Roy, Lieutenant Fred Sifodaskalakis, Mike Delehanty of the Simsbury EMS, Fire Marshal Kevin Kowalski and Justin Brown of the Farmington Valley Health District.

After reviewing the applications for the events, the committee unanimously recommended that they be forwarded to the Board of Selectmen for approval.

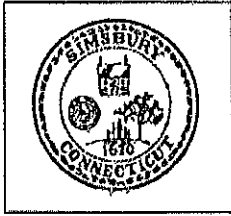
7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

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:

Event applications and back-up materials.



**SIMSBURY ZONING COMMISSION
PUBLIC GATHERING PERMIT APPLICATION**

Applicant's Name (PRINT): **Scott Sagan c/o Simsbury Police Union**

Applicant's Address: **933 Hopmeadow Street, Simsbury, CT**

Applicant's Telephone including office, home and cell phone: **(b) 860-658-3130
(c)860-614-7120**

Email address: **ssagan@pd.simsbury-ct.gov**

Event Name **Cruisin' With the Cops Car & Bike Show**

Property Owner's Name (PRINT): **Town of Simsbury**

Property Owner's Address: **933 Hopmeadow Street Simsbury CT**

Property Owner's Telephone: _____

Property Owner's (Original) Signature giving permission to make this application:
(Use Blue Ink) _____

Exact Date(s) of proposed Public Gathering: (These dates **MUST** include all required "set up" and "tear down" time as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date: **Begin:10/15/17 at 0800 hours End:10/15/17 at 1600 hours**

Location of proposed Public Gathering: (Complete Description and marked as shown on attached map): **Iron Horse Boulevard commuter parking lots**

Is the event located on or does it utilize property owned by the Town of Simsbury?
Yes No

If Yes applicant **MUST** attach a Certificate of Insurance for \$1,000,000 in a form acceptable to the Town Attorney. (See Instruction sheet for directions).

Applicant must attach a complete narrative description of the event. This description **MUST** include ALL aspects and features of the event.

Anticipated Attendance at Public Gathering: **500-750**

Cruisin With the Cops, Car & Bike Show

October 15, 2017

10:00 am – 3:00 pm

Iron Horse Boulevard

The proposed event hosted by the Simsbury Police Union will take place on Iron Horse Boulevard in the commuter parking lots north of Wilcox Street through the area south of Jim Gallagher Way. The areas behind Plan B Restaurant and Fitzgerald's grocery store will be left accessible to spectator/public parking.

We request that the following roads/commuter lots be blocked at approximately 08:00 hours by event volunteers. All roadways will re-open on this same date at approximately 1600 hours.

- A. Wilcox Street - between Iron Horse Boulevard and Railroad Street
- B. Jim Gallagher Way - between Iron Horse Boulevard and Railroad Street
- C. Commuter lot entrance at rear of Fitzgerald's Market, Drake Hill Mall
- D. Commuter lot entrance at Rear of Plan B (Phelps Lane)

Vehicles participating in the show will enter the site via Wilcox Street @ Iron Horse Boulevard. This location will be continually monitored by show staff and vehicles will be escorted to their respective parking spot(s).

We do not intend on food sales, however we may want to sell bottles of water and soda.

SUBJECT: Cruisin' With the Cops, Car & Bike Show
DATE: October 15th, 2017
TIME: 10:00 AM – 3:00 PM
LOCATION: Iron Horse Boulevard

To Whom It May Concern,

The Simsbury Police Union is proposing to host a car and motorcycle show in the commuter parking lots on Iron Horse Boulevard. The event will be designed as a fundraiser for the Simsbury Police Union. As a non-profit organization, one main function of the Simsbury Police Union is donating funds to local charities, groups or people.

The event will be advertised to local car groups and citizens. We expect there to be approximately 150-200 cars and 25 motorcycles. The event will be a car and motorcycle show where people will enter their vehicle for a donation and display it for others to see.

We request that the following roads/commuter lots be blocked at 8:00 AM by event volunteers. All roadways will reopen on this same date at approximately 4:00 PM.

- A. Wilcox Street – between Iron Horse Boulevard and Railroad Street
- B. Jim Gallagher Way – between Iron Horse Boulevard and Railroad Street
- C. Commuter lot entrance at rear of Fitzgerald's Market, Drake Hill Mall
- D. Commuter lot entrance at rear of Plan B (Phelps Lane)

Vehicles participating in the show will enter the site via Wilcox Street at Iron Horse Boulevard. This location will be continually monitored by show staff and vehicles will be escorted to their respective parking spot(s).



© 2017 Google



SUBJECT: Cruisin' With the Cops, Car & Bike Show
DATE: October 15th, 2017
TIME: 10:00 AM – 3:00 PM
LOCATION: Iron Horse Boulevard

To Whom It May Concern,

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SIMSBURY ZONING COMMISSION PUBLIC GATHERING PERMIT APPLICATION

Applicant's Name (PRINT): Farm To Family Inc. d/b/a Community Farm of
Applicant's Address: 73 Wolcott Rd, Simsbury, CT 06070 Simsbury
(Mail: PO Box 463, Avon, CT 06001)
Applicant's Telephone including office, home and cell phone: _____
office 860-676-2323 x108, cell 860-305-9582
Applicant's emergency Telephone number: cell 860-305-9582
Email address: accounting@gifts of love ct.org

Property Owner's Name (PRINT): Town of Simsbury
Property Owner's Address: 933 Hopmeadow St, Simsbury, CT 06070

Property Owner's Telephone: 860-658-3230

Property Owner's (Original) Signature giving permission to make this application:
(Use Blue Ink) X

Lessee: Jeanne C Perry, Operations Director

Exact Date(s) of proposed Public Gathering: (These dates MUST include all required "set up" and "tear down" time as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date: Begin: 3 pm / 10-21-17 End: 11 pm 10-21-17

Location of proposed Public Gathering: (Complete Description and marked as shown on attached map): 73 Wolcott Rd, Simsbury, CT 06070

Is the event located on or does it utilize property owned by the Town of Simsbury?

Yes No (owned by, leased property)
to Farm To Family, Inc.

If Yes applicant MUST attach a Certificate of Insurance for \$1,000,000 in a form acceptable to the Town Attorney. (See Instruction sheet for directions).

Applicant must attach a complete narrative description of the event. This description MUST include ALL aspects and features of the event.

Anticipated Attendance at Public Gathering: (First time event)
Unknown - last two years
our fall festivals averaged
40 people in & out over 4 hrs.

Description of Event:

Saturday, October 21, 2017 with rain date of Saturday, October 28, 2017

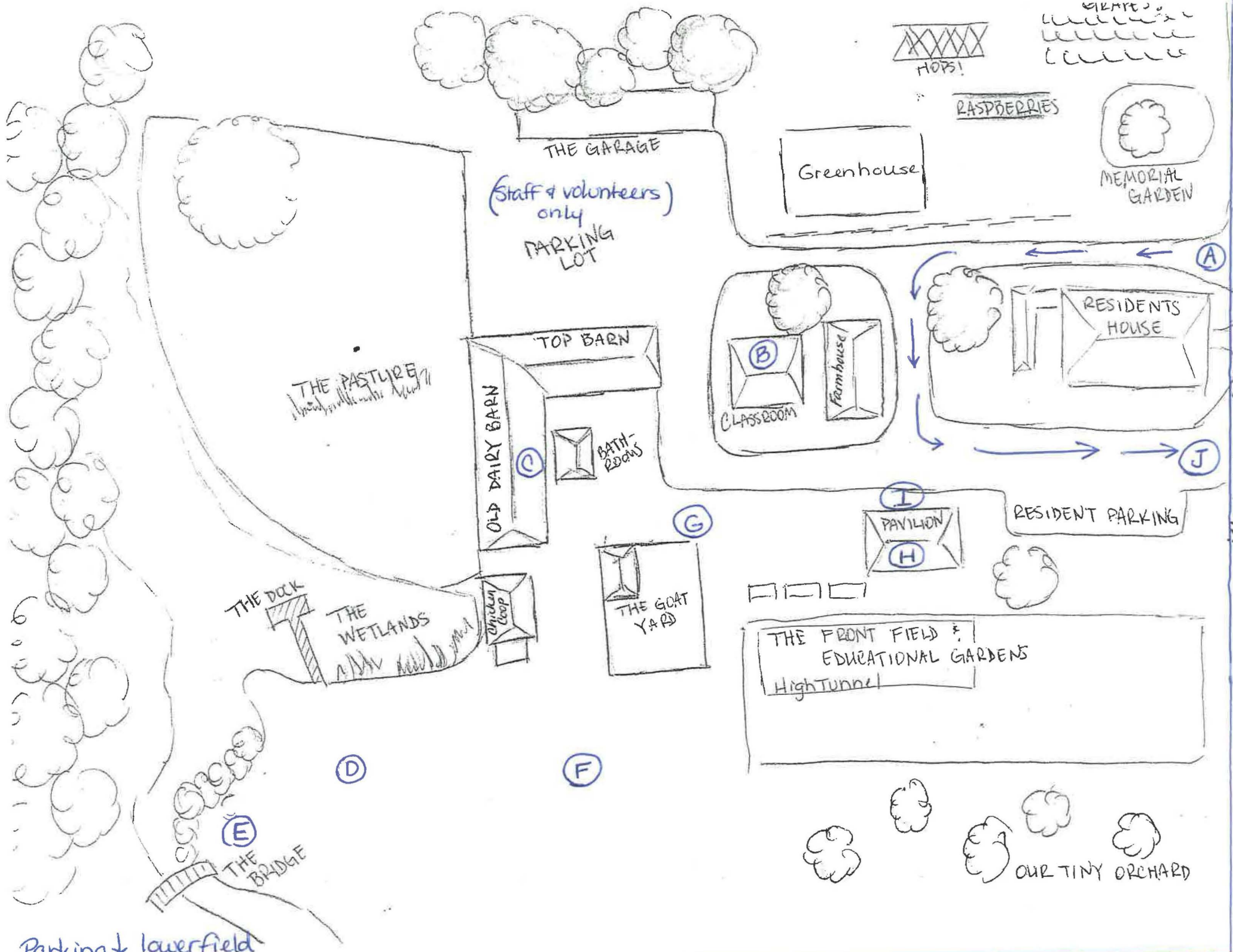
Event Time: 6-10 (set up/take down from 3-11pm) _

Fright Night at the Farm:

To event is geared to be a family friendly event with food, snacks, drinks (no alcohol) happy hay ride in the first couple of hours and then haunted hayride in the later hours. We plan to have crafts, games and fire pit for s'mores.

Letters are circled on the attached maps:

- A. – Entrance to farm for staff and volunteer parking only. Hay ride will enter the property on this side and go down to the farm house, turn next to the farm house and stop in front of the Pavilion. Loading will be at the pavilion. (I)**
- B. Classroom Building – Food for sale including hot dogs, chips, baked goods, soda, hot chocolate, hot cider, water and s'more fixings.**
- C. Animal Barn – face painting and pumpkin painting at inside tables**
- D. Camp fire for roasting s'mores**
- E. Bridge to parking area in lower field**
- F. Farm photo area**
- G. Games- pin the tail on the cow, corndog, toss the ducks, gourd bowling**
- H. Seating area for people, picnic tables**
- I. Line for hay rides, loading and unloading**
- J. Exit for the hay ride to cross the street to fenced in fields**
- K. Fields for hay rides within the fenced in area. This area is not open to anyone except those on the ride and staff helping. Individuals are not getting off the ride except when loading and unloading**
- L. Lower field for parking – access to the farm over the small bridge**



Parking ↓ lowerfield



2016 Conservation Plan Detail

Date: 1/26/2016

Customer(s): FARM TO FAMILY INC.

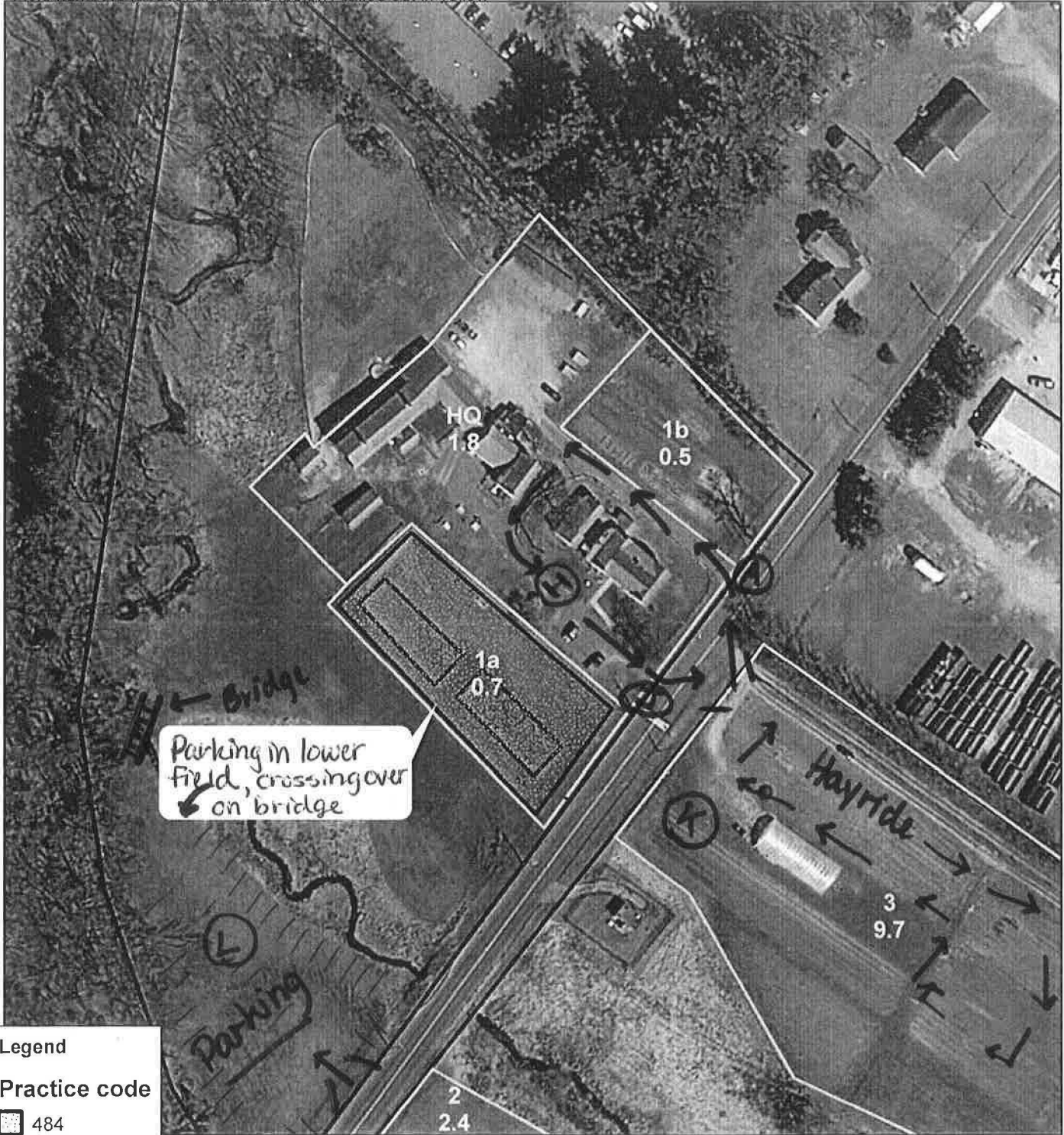
Field Office: WINDSOR SERVICE CENTER

Agency: USDA - NRCS

Assisted By: ADAM MAIKSHILO

State and County: CT, Hartford County, Connecticut

Legal Description: Farm: 755 Tract 340: Field 1c
Field numbers (above) and acres (below) called out in yellow



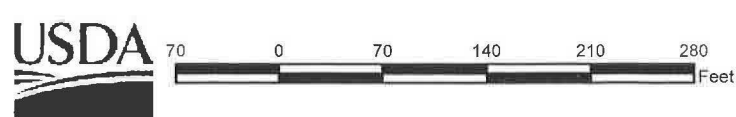
Legend

Practice code

- 484
- 325

Consplan

tract_340



Public Gathering Permit Required Declaration

I declare, under the penalties of revocation of permit and forfeiture of the required Bond, that the information provided on this application is true and correct to the best of my knowledge and belief.

Applicant Name(s) (Printed): Farm To Family, Inc.
dba Gifts of Love &
Community Farm of Simsbury
Joanne C. Perry, Operations Director

Applicant(s) Signature: Joanne C Perry

Date Signed: 9-6-17

FOR OFFICE USE ONLY

This PGP Application is COMPLETE and is hereby APPROVED:

Signed by: _____

Position: _____

Dated: _____

Approved changes: Item: _____ Item: _____

Dated: _____ Dated: _____

Approved by: _____ Approved by: _____

Note ANY proposed change to the original permit MUST be initialed and dated in the above SIGN OFF Chart in order to be deemed approved.

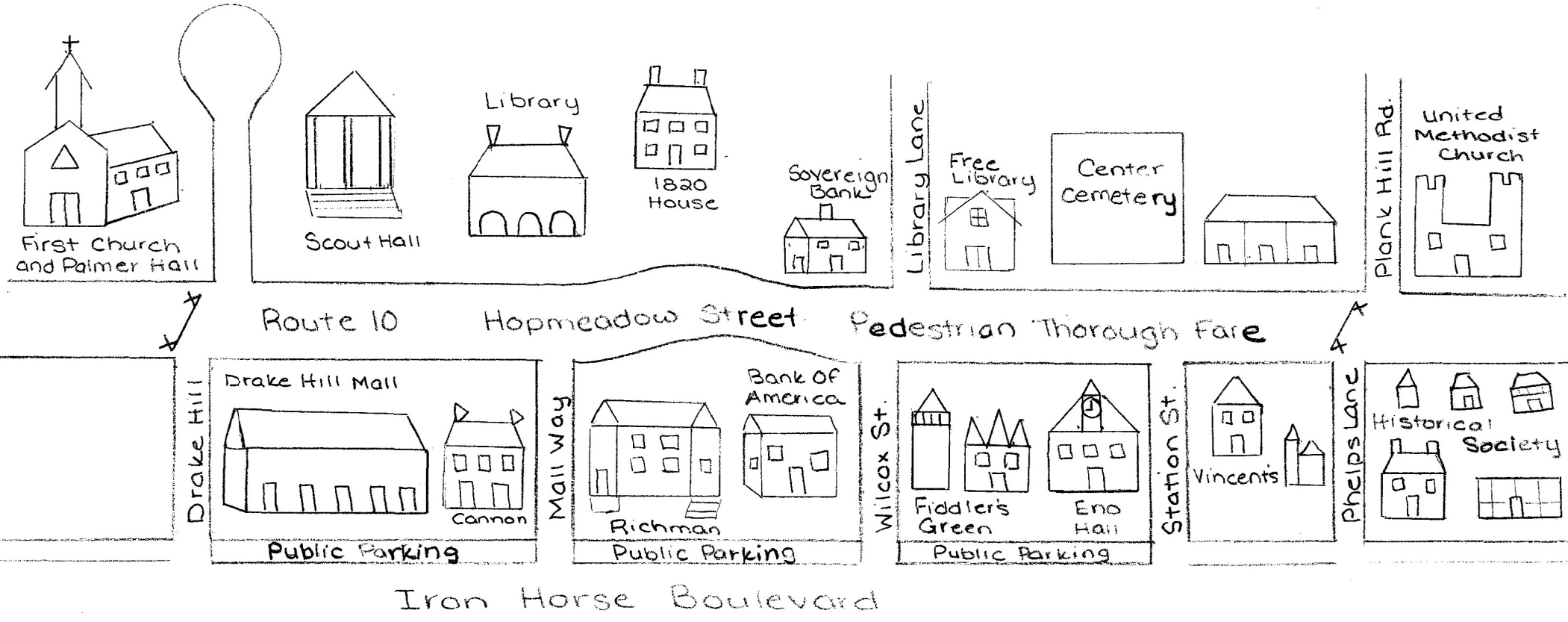
Simsbury Celebrates 2017

Saturday, November 25, 2017

4:00pm-8:30pm

- Hopmeadow Street will be closed from Plank Hill Rd to Drake Hill Rd starting at 4:00pm.
- Events will be taking place outdoors along the street as well as indoors at First Church, Boy Scout Hall, Simsbury Public Library, Bill Selig's The Studio, Eno Hall, Simsbury Free Library, Simsbury United Methodist Church and the Simsbury Historical Society.
- Events will run from 4:00-6:30pm.
- Lighting and power is supplied by Show Lighting.
- There will be 7-8 local food vendors on site; they will be completing the Temporary Food Permit paperwork required by the FVHD.
- A firetruck parade coordinated by the Simsbury Volunteer Fire Department will be starting at 6:30pm and will run until approximately 7:15pm.
- A fireworks show will be held at the Simsbury Performing Arts Center. Fireworks will start at approximately 7:45pm and the show will be over between 8:15-8:30pm.
- The Simsbury Police Department will be on site and will be coordinating road opening and closings and traffic flow.
- Certificates of insurance have been obtained from CIRMA.

SIMSBURY Celebrates



Iron Horse Boulevard

Saturday, November 26th 4:30 PM

To Simsbury Meadows →



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Grant for demolition of existing structure at 1 Old Bridge Road
2. **Date of submission:** September 6, 2017
3. **Date of Board Meeting:** September 11, 2017
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):**
Jerome F. Shea, Town Engineer
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:

Authorize the acceptance of a FEMA grant in the amount of \$41,978.48 for the demolition of the existing structure on town owned property located at 1 Old Bridge Road.

Consider a motion to approve a supplemental appropriation in the amount of the FEMA Flood Mitigation Assistance grant award of \$41,978.48 pursuant to Section 809(A) of the Charter.

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.):**

(i.)A grant application for funding under the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) was submitted for consideration in August, 2015.(ii) State of Connecticut Department of Emergency Services and Town of Simsbury

(iii) The funding under the program provides funds to eligible sub-applicants (i.e. Town of Simsbury) for projects that to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP). The program will fund 100% of the cost of demolition activities that will reduce the likelihood of flooding and remove structures that have a history of repetitive loss due to flooding. The Town is committed to placing a deed restriction on the property that limits development of the property to specific improvements proposed as part of the grant application. (iv) The agreement and related grant documents have been reviewed by Town counsel. (v) The acceptance of the grant requires that deed restriction be place on the property to limit future development activities to passive recreational uses.

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

No financial impacts are anticipated. Acceptance of grant required that the 1 Old Bridge Road Assessor's Parcel ID# H11 144 007 be placed under a deed restriction and be limited to specific improvements proposed as part of the grant application.

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:

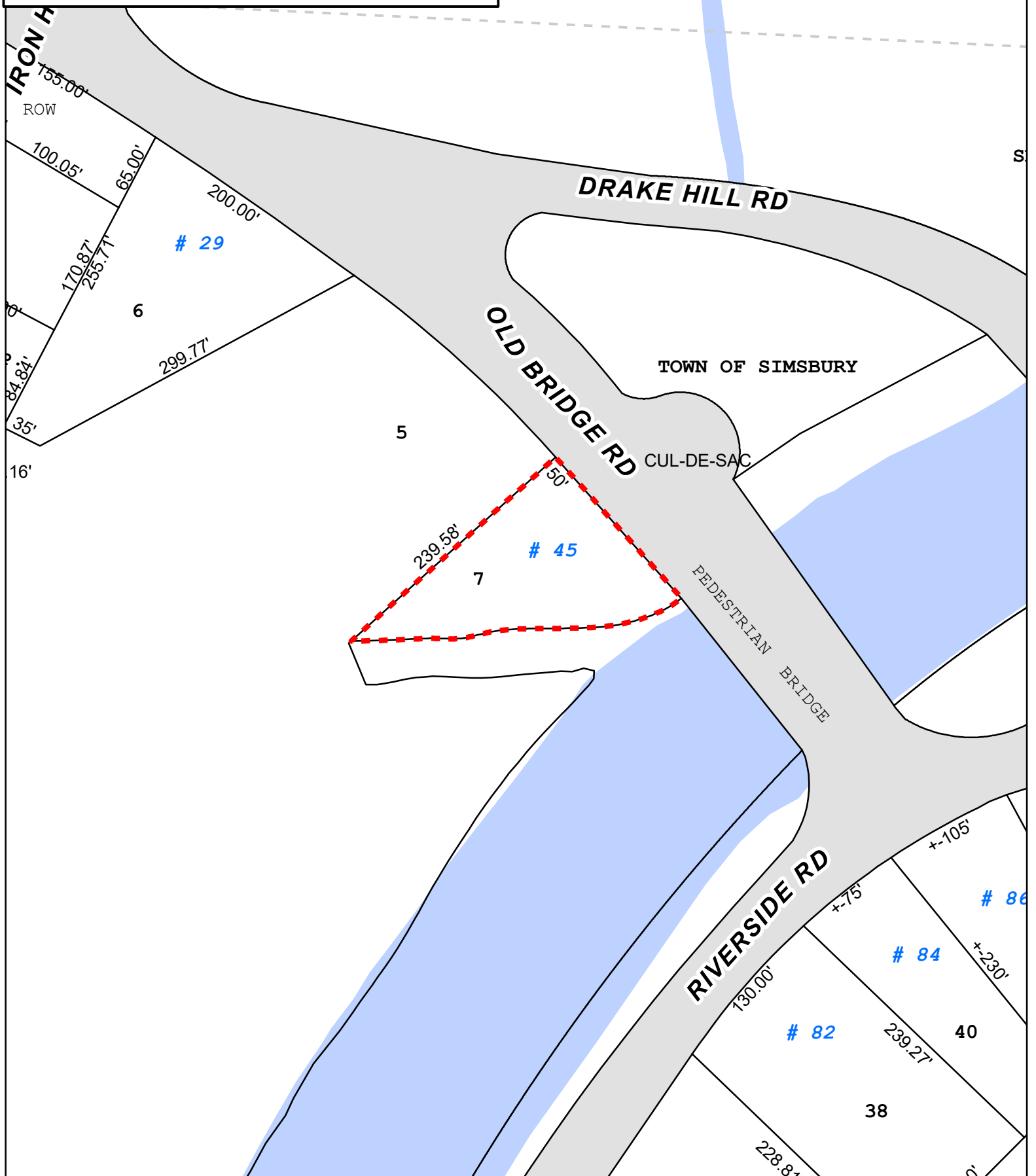
1. Copy of Flood Mitigation Assistance Grant Agreement #EMB-2016-FM-E001grant agreement.
2. Copy of assessor's map showing Assessor's Parcel ID # H11 144 007.



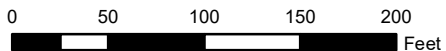
Town of Simsbury Parcel Map

Parcel: H11 144 007

Address 1 OLD BRIDGE ROAD



1 inch = 100 feet



Disclaimer: This map is for informational purposes only All information is subject to verification by any user. The Town of Simsbury and its mapping contractors assume no legal responsibility for the information contained herein.

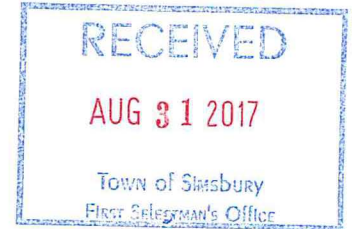
Map Produced: April 2016



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



August 2 2017



The Honorable Lisa Heavner
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

RE: FY 2015 Flood Mitigation Assistance Grant Award
Agreement # EMB-2016-FM-E001
1 Old Bridge Rd, Simsbury, CT

Dear Selectman Heavner:

I am pleased to notify you that FEMA has approved Federal funding for the above referenced Flood Mitigation Assistance (FMA) sub-grant project application (#FMA-PJ-01-CT-2015-001) for the demolition of 1 Old Bridge Rd, an existing structure located in Simsbury, CT.

Through this accord, the Town of Simsbury will use Federal grant funding in the estimated amount of \$41,978.48 from the Flood Mitigation Assistance (FMA FY2015) Program for this work. Due to the above referenced property being classified as a Severe Repetitive Loss (SRL) structure there is no local match required for this grant.

Enclosed are the related reporting compliance documents:

- General and Special Grant Conditions.
- Standard Reporting Schedule.
- Quarterly Report.
- Reimbursement Request Form.
- Record of Environmental Consideration.
- Confirmation of Receipt of Grant Documents.

Please review the award carefully, sign and return two copies of the grant award notification along with compliance documents and confirmation of receipt at your earliest convenience to:

1111 Country Club Rd, Middletown, CT 06457
Phone: 860.256.0800 / Fax: 860.256.0815
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Gemma Fabris
State Hazard Mitigation Officer
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
Hazard Mitigation Assistance Program
1111 Country Club Rd. 3rd Floor
Middletown, CT 06457

If you have any questions or require any additional information, please contact Gemma Fabris at 860.256.0846 or via email at gemma.fabris@ct.gov. You will be sent a fully executed copy for your files. DEMHS is pleased to join you in securing and protecting Connecticut's citizens and resources.

Sincerely,



William Hackett
Deputy Commissioner

WH/gf

cc:

Jerome Shea, Town of Simsbury
Mike Glidden, Town of Simsbury



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Flood Mitigation Assistance Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee	<u>Town of Simsbury</u>	
Address	<u>933 Hopmeadow Street</u>	
City/State/Zip	<u>Simsbury, CT 06070</u>	
Town Code		
State Agency Code		
Federal Employer ID No.	06-6002085	
<hr/>		
DEMHS Grant No.	<u>FMA-PJ-01-CT-2015-001</u>	
Project Title	<u>1 Old Bridge Rd. Demolition</u>	
Date of Award	<u>July 18th, 2017</u>	
Period of Award	From: <u>05/29/2017</u>	To: <u>10/31/2018</u>
Amount Of Award	Federal: <u>\$41,978.48</u>	Grantee Match: <u>\$0</u>
	State Match: <u>\$0</u>	
Total Budget	<u>\$ 41,978.48</u>	

Fed Grant No.: EMB-2016-FM-E001

Grantee Fiscal Year **From:** July 1 **To:** June 30

My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.

BY: _____
Signature of Authorized Official

Date

Typed Name and Title of Authorized Official

Municipal Designated Point of Contact
(responsible for implementation of project)

FOR THE DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

BY: _____
Signature of Authorized Official
William Hackett, Deputy Commissioner
Name and Title of Authorized Official

Date

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Simsbury will use Federal grant funding in the estimated amount of \$41, 978.48 from the Flood Mitigation Assistance (FMA FY2015) Program for the demolition of an existing structure located at 1 Old Bridge Rd. in Simsbury, CT. Due to the above referenced property being classified as a Severe Repetitive Loss (SRL) structure there is no local match required for this grant.

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GENERAL GRANT CONDITIONS

SECTION 1: Grant Funds.

Grant funds shall be obligated on a reimbursement basis only and upon submission by the sub-grantee of a request for reimbursement for which all work and costs have been clearly identified and all supporting back up documentation has been attached. Any work that was done prior to grant award, with the exception of eligible pre-award costs identified within the sub-grantee's Federally approved project application, will not be eligible for reimbursement. The sub-grantee agrees to expend grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of this HMA Grant.

SECTION 2: Fiscal Control.

The sub-grantee shall establish and maintain audit quality accounting records, policies and procedures to assure sound fiscal control, effective management and proper disbursement of grant funds. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Quarterly Reports.

The sub-grantee must submit quarterly progress reports to DESPP/DEMHS, even if no progress has been made on this project, so they can be reviewed and provided to FEMA. Reimbursement may be withheld by DESPP/DEMHS until complete and timely quarterly reports are received and approved. All permits obtained must be forwarded to DESPP/DEMHS for Federal review.

SECTION 4: Changes in Scope of Work.

If it becomes necessary for the sub-grantee to deviate from the scope of work as identified in the approved sub-grant award, the sub-grantee must notify DESPP/DEMHS as soon as this is known but in any event, prior to commencement of new scope of work. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing. Failure to do so could jeopardize Federal funding. 44 CFR 13.30(c)(2)

SECTION 5: Deadlines and Extensions.

FEMA regulations require sub-grantees to complete project work by date as identified on the Sub- Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding. Please note that a request for an extension does not guarantee approval.

SECTION 6: Disallowed Costs.

If it is determined at any time during the course of this project that funds have been provided for work that falls outside of the approved scope of work, project costs may be disallowed. In this event, if these funds have already been provided, the sub-grantee agrees to return the disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days after determination has been made.

SECTION 7: Funding Limitation.

Award of this project in no way obligates DESPP/DEMHS to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Retention of Records and Records Accessibility.

- 6.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 6.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



- 6.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 6.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the sub-grantee or its subcontractors or sub-grantees pertaining to work performed under this agreement. The State will give sub-grantee or such sub-subcontractor or sub-grantee at least twenty-four hours' notice of such intended examination. At the State's request, the sub-grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the sub-grantee. The sub-grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the sub-grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the sub-grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee received State Financial Assistance from DESPP/DEMHS for this grant and it is the only State Financial Assistance that the sub-grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the sub-grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and nonprofit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee receives Financial Assistance under only one Federal program. For audit purposes, State or sub-grantee match funds as identified on the Notice of Sub-Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the sub-grantee shall participate in the selection, award or administration of a contract, subcontract, sub-grant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of

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the above has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employed is related to any of the foregoing persons.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The sub-grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The sub-grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The sub-grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The sub-grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The sub-grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the sub-grantee agrees and warrants that the sub-grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the sub-grantee's good faith efforts shall include but shall not be limited to the following factors: The sub-grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The sub-grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional

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or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- 11.10. The sub-grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The sub-grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such sub-grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the sub-grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those sub-grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The sub-grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the sub-grantee to satisfy this standard either now or during the period of the sub-grant as it may be

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amended will render the grant voidable at the option of the State upon notice to the sub-grantee. The sub-grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the sub-grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The sub-grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DEMHS/DESPP of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the sub-grantee receives any federal funds in this sub-grant as identified on the Notice of Grant Award, the sub-grantee and all its sub-grantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this sub-grant.

SECTION 16: Non-Supplanting.

- 16.1. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees that these sub-grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and Federal funds.
- 16.2. The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

SECTION 17: Additional Federal Conditions.

If the sub-grantee receives any Federal funds in this sub-grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the Federal grantor agency to DEMHS/DESPP and which are hereby made a part of this sub-grant award.

SECTION 18: Indemnification.

The sub-grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the sub-grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the sub-grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Sub-Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The sub-grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the sub-grantee. The State shall give to the sub-grantee reasonable notice of any such Claim. The sub-grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Insurance.

The sub-grantee agrees that while performing any service specified in this sub-grant, the sub-grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so

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as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DESPP/DEMHS prior to the performance of services.

SECTION 20: Special Grant Conditions.

The sub-grantee agrees to comply with the attached Special Sub-Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

SPECIAL SUB-GRANT CONDITIONS

1. The sub-grantee, including all other recipients of assistance under the sub-grant, whether by contract, subcontract, or sub-grant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The sub-grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means
2. It will be the sole responsibility of the sub-grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this sub-grant application and sub-grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any Federal and state law, court rules, or rules of professional conduct applicable to the work performed by the sub-grantee.
3. The sub-grantee shall comply with the following statutes and regulations:
 - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
4. The sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The sub-grantee also specifically assures and certifies that:
 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 2. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 3. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
 4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

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5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
7. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
8. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
9. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
10. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
11. It will comply (and we require any sub-grantee's or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
12. If a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Environmental Review Project Conditions

6. 1. If ground disturbing activities occur during implementation, the sub-applicant (sub-grantee) will comply with Connecticut General Statutes 10-389 and monitor excavation activity and if any artifacts or human remains are found during the excavation process all work is to cease. (a) Notwithstanding the provisions of sections 7-67 and 7-69, The applicant will notify the State Archaeologist, DEMHS, FEMA and the State Historical Preservation Officer.
2. The sub-applicant (sub-grantee) must follow all applicable local, state, and federal laws, regulation and requirements

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for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead asbestos, or other routinely encountered material the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA. sub-applicant (sub-grantee) must also contact the relevant agency with authority for regulation of the material.

3. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

7.

Other Project Conditions

1. All permits must be obtained and forwarded to the DESPP/DEMHS before any work begins.
2. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.
3. Sub-grantees must comply with all HMA requirements, grant management procedures in 44 CFR Part 13, the sub-grant agreement, and applicable Federal, state, and local laws and regulations

Standard Reporting Schedule for DESPP/DEMHS
Hazard Mitigation Grant Program Sub-Grantees

1. **Reimbursement requests are contingent on receiving Quarterly Reports.**

Please prepare all project documentation and submit with your reimbursement request. All documentation must be accurate, complete and up to date and consistent with the approved Scope of Work. Failure to properly document project costs may result in delay or loss of Federal funding. Your Hazard Mitigation Grants Program project manager may schedule a reconciliation meeting with FEMA, which may include a field inspection, prior to approving reimbursement request.

2. **Quarterly Reports** are due to DESPP/DEMHS:

- 15 days after the calendar quarter ends

For the quarter ending 3/31	are due 4/15
For the quarter ending 6/30	are due 7/15
For the quarter ending 9/30	are due 10/15
For the quarter ending 12/31	are due 1/15

3. **Closeout:** When project is complete, please prepare all project documentation for final cost reconciliation (ie: the difference between actual and estimated costs). All documentation for closeout must be accurate, complete and up to date. Failure to properly document project costs may result in loss of Federal funding. When you have your project documentation, please notify your Hazard Mitigation Grants Program project manager, who will schedule a reconciliation meeting with FEMA, which may include a field inspection.

Please email Quarterly Reports, Reimbursement Requests and all supporting documentation to:

Attention: Hazard Mitigation Assistance
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
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Quarterly Progress Report

Sub-Grant No.:
Sub-Grant Title:
Sub-Grantee:
Period Covered: _____ to

Name of Person Submitting Report:
Title:
Address:
Phone:
Email:
Signature: _____

-
1. Briefly summarize project activities for this quarter.
 2. Is the project on schedule? Yes. No.
If not, why?
 3. Is the project adhering to the original scope of work? Yes. No.
If not, why?
 4. Are there any potential changes in the scope of work or cost over runs projected?
 Yes. No.
If so, explain:
 5. Estimated project completion date:

Reimbursement Request

(Revised November 2014)

Municipality/Agency:

Grant Number:

Total amount submitted: \$ _____

A separate reimbursement request is required for each project.

Please attach to this cover sheet a completed HMA Reimbursement Request spreadsheet and all supporting documentation (contracts, invoices showing paid, itemized proof of payment, time & attendance sheets etc) This documentation must support total amount of funds expended to date on project.

Mandatory: Please describe project activities that were completed for which reimbursement is requested:

Reimbursements will be payable directly to the municipality and mailed to the address on record for the office of the chief executive Officer.

Signatures required:

Point of Contact or Sub-Grant Project Director

Chief Executive Officer or Sub-Grant Financial Officer

Date

Please mail this form and all supporting documentation to:

Attention: Hazard Mitigation Assistance
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
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CONFIRMATION OF RECEIPT OF GRANT DOCUMENTS

Please confirm receipt of attached grant documents by checking boxes and signing below:

- General and Special Grant Conditions
- Record of Environmental Consideration
- Standard Reporting Schedule
- Quarterly Reporting Form
- Reimbursement Request Form

Signature of Chief Executive Officer

Date

Printed Name of Chief Executive Officer

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FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date: EA Final Date:
EA Public Notice Date: EA Fonsi Date: Level: CATEX
EIS Notice of Intent Date: EIS ROD Date:

Comments: The proposed project includes the demolition of 1 residential property at 1 Old Bridge Rd, previously call 45 Drake Hill Rd. Prior to demolition of the structure and removal of debris/household hazardous wastes (to an approved landfill), a Phase 1 Environmental Site Assessment (ESA) will be completed to establish a contamination baseline. After demolition, all above-grade slabs, driveways, and sidewalks will be removed. Structural foundations and basement walls will be removed to at least 1-ft below the finished grade of the site. Basement floors will be broken up, but left in place and the remaining void infilled with clean compacted fill. Septic tanks will be removed, however, if removal becomes impracticable, then floors and walls will be intentionally cracked so that the tank will not hold water and the void will be filled with sand or other clean fill. Fuel tanks will be removed from the site and all utilities will be terminated at least 2-ft below the finished grade of the site. Any wells on the properties will be capped and/or associated components removed. Only trees and plants that restrict demolition work will be removed, but all other vegetation on the property will be maintained. Specifically, the large trees that line the bank of the Farmington River will be left in place. The demolition zone will be graded, leveled, and seeded. The property will be placed under deed restriction, and any future development of the sites will be restricted, to public buildings that are open on all sides and either functionally related to open space preservation (such as an interpretative kiosk) or recreational-use public restrooms. However, this undertaking is limited solely to the demolition of the existing structure and reseeded of the lot with grass. - mshanks - 11/29/2016 21:25:17 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n3	(*n3) Federal Assistance for Property Acquisition and Demolition. Federal assistance for the acquisition of properties and the associated demolition and removal when the acquisition is from a willing seller, the assistance is solely for the purposes of financial compensation for the acquisition, and the land is deed restricted to open space, recreational, wildlife habitat, or wetland uses in perpetuity. This CATEX covers actions associated with the determination of program eligibility. This CATEX does not cover Federal assistance actions that involve acquisition for the purpose of construction or development at a site in the acquired property. The use of eminent domain is explicitly excluded from the CATEX.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	

12/02/2016
16:23:44

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

Environmental Law/ Executive Order	Status	Description	Comments
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	This project is located in a floodplain Flood Rate Map #09003C0331F; revised September 26, 2016, however the project is for the demolition of a residential structure within the floodplain and the land will be preserved for open use purposes which will help to restore flood plain values. Please see attached 8-step. - mshanks - 11/29/2016 21:51:53 GMT
	Completed	Beneficial Effect on Floodplain Occupancy/Values - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	Determination based review of USFWS Site: National Wetlands Inventory at http://www.fws.gov/wetlands/Data/Mapper.html on (11/29/2016). The 8 step process is required. See condition and attached 8 step checklist. - mshanks - 11/29/2016 21:54:27 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	FEMA made a determination of May affect, not likely to adversely affect to the Norther Long-Eared Bat based on conditions regarding tree removal and sent this determination, along with supporting Section 7 documentation using the stream lined consultation process, to the USFWS on October 5, 2016. The USFWS did not

12/02/2016

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

16:23:44

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

Environmental Law/ Executive Order	Status	Description	Comments
			respond within 30 days and as per the stream-lined consultation process FEMA assumed concurred with FEMAs determination on November 7, 2016. Please see attached concurrence and Conditions. - mshanks - 11/29/2016 21:36:55 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	Under the terms of the Programmatic Agreement, a FEMA HP Specialist made a determination of No Historic Properties affected and sent this determination, along with supporting Section 106 documentation, to the State Historic Preservation Officer (SHPO) on July 25, 2016. The SHPO concurred with FEMAs determination of effect on August 5, 2016. Associated documents are attached. No further consultation is required at this time. - mshanks - 11/29/2016 21:30:11 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

Environmental Law/ Executive Order	Status	Description	Comments
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	The applicant shall ensure that all debris is disposed in a manner that is consistent with the Department of Energy and Environmental Protection guidelines or at a permitted site/landfill. - mshanks - 11/29/2016 21:59:08 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is along or affects Wild and Scenic River	On August 5, 2016 FEMA initiated consultation with the National Park Service regarding the potential effects to the Farmington Wild and Scenic River. FEMA and NPS staff conducted a site visit to the project location on September 7, 2016. On, September 22, 2016, the National Park Service concurred with FEMA's determination the project would not adversely affect the WSR, provided conditions to protect the bank of the river were incorporated into the grant. - mshanks - 11/29/2016 21:44:54 GMT
	Completed	Project does not adversely affect Wild and Scenic River (NPS/USFS/USFWS/BLM consultation attached) - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and must obtain any required approval prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

Adequate sedimentation and erosion control management measures, practices, and devices; such as phased construction, vegetated filter strips, geotextile silt fences, or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. The Applicant is responsible for following this and all other requirements set forth in Section V of the US Army Corps of Engineers Programmatic General Permit.

Source of condition: Executive Order 11990 - Wetlands

Monitoring Required: No

The Applicant shall ensure that Best Management Practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act.

Source of condition: Clean Water Act (CWA)

Monitoring Required: No

No trees may be removed between April 15 and August 15. Should the scope of work, as presented, change (e.g. location, footprint, function, size, or Time of Year), the new scope of work must be approved by FEMA and requires additional EHP review for compliance for the ESA listed species the Northern Long Eared Bat (NLEB), before work commences.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

In the event that archaeological materials (e.g. Native American pottery, stone tools, old bottles, historic bricks, shell) are uncovered during site preparation or construction the Town of Simsbury shall: 1) require their construction contractor to immediately stop ground disturbing work within the vicinity of the discover; and 2) take reasonable measures to avoid and minimize harm to the materials and discovery area. The Town of Simsbury (Town Engineer Jerome Shea, 860-658-3205) is responsible for promptly notifying the Grantee/DEMHS&DESPP (Gemma Fabris, 860-256-0846) and the FEMA Deputy Regional Environmental Officer (Lydia Kachadoorian, 857-205-2860) of the discovery so that they may coordinate with the Connecticut State Preservation Office.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

In the event that human remains are discovered, the Town of Simsbury and their shall comply with procedures for the treatment of human skeletal remains established in the Connecticut General Statute, Section 10-388 et seq (Human burials) by immediately notifying the Office of the Medical Examiner (James Gill, 860-679-3980) and Office of the State Archaeologist (Brian Jones 860-486-5248) of the discovery. If human remains are discovered, the Town should also immediately contact the Grantee/DEHMS&DESPP (Gemma Fabris, 860-256-0846) and the FEMA Deputy Regional Environmental Officer (REO) (Lydia Kachadoorian, 857-205-2860) of the discovery so that they may coordinate with the Connecticut State Historic Preservation Office. Violation of state law will jeopardize FEMA funding for this project.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project applicant shall handle, manage, and dispose of petroleum products, hazardous materials and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal regulations. These materials may include, but are not limited to propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, other petroleum products, used oil filters, fuel filters, cleaning chemicals, laboratory reagents, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

If any asbestos containing material, lead based paints, and/or other toxic materials are found during remediation or repair activities, the applicant must comply with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA).

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Non-native invasive plants which are observed in the vicinity of the residence will be removed (including but not limited to Burning Bush, Bittersweet, multi-floral rose, Barberry, Buckthorn, Purple loosestrife, Japanese knotweed). However, any plants on the riverbank should be left if they are in fact key to the stability of the riverbank. Other landscaping plants around the house such as hostas, and such which are non-invasive may be removed and transplanted if desired by the applicant.

Source of condition: Wild and Scenic Rivers Act (WSR) Monitoring Required: No

The wooden retaining walls and vegetation on the river banks must be left as is to prevent any further disturbance to the riverbank.

Source of condition: Wild and Scenic Rivers Act (WSR) Monitoring Required: No

Any fill used at the housing site must be from a commercial dealer, and must be free of debris or non-native invasive plant material.

Source of condition: Wild and Scenic Rivers Act (WSR) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

12/02/2016

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

16:23:44

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-01-CT-2015-001 (0)

Title: Simsbury -FMA2015 - Demolition of Existing Structure - 1 Old Bridge Road

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Simsbury Public Library State Construction Grant Approval and Certification of Application
2. **Date of submission:** 8/31/17
3. **Date of Board Meeting:** 9/11/17
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):
Lisa Karim, Library Director
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 of the completed State Construction Grant application
 - Vote to forward the completed application to the CT State Library
 - Authorize execution of Governing Body's Certification of Application
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.):
 - 6/26/17 Board of Selectmen granted approval for Simsbury Public Library to apply for a State Public Library Construction Grant to offset the cost of the lower level improvement renovation
 - 7/27/17 Board of Selectmen appointed Library Building Committee to oversee the Library's lower level improvement renovation
 - 8/14/17 Board of Selectmen authorizes First Selectwoman to apply for a State Public Library Construction Grant

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

Positive financial impact of approximately \$405,525

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:

- Completed application
- Supporting documents
 - Certified Resolution Authorizing Filing of Application
 - Timeline and Tentative Plans
 - Certified Copy of Title
 - Certification of Structural Soundness
 - Fire and Safety Evaluation
 - Certification of Fireproof Book Return
 - Accessibility Certification
 - Reasonable Assurance Letter
 - Equipment to be Purchased
 - Preliminary Drawings
 - Statement on Strategic Plan and Technology Plan
 - Building Program
 - Status of Municipal POCD Letter

Municipality:

Library:

Application for
State Public Library
Construction Grant
FY 2017-2018
Category 1 Grants
For Distressed and Non-Distressed Municipalities
(Projects creating additional usable library space
such as new buildings, additions, and renovations)

Availability of Grants won't be determined until the FY2018 State Budget is completed



Connecticut State Library
Division of Library Development
Hartford, Connecticut
2017

CONNECTICUT STATE LIBRARY

STATE LIBRARIAN
Kendall F. Wiggin

DIRECTOR OF THE DIVISION OF LIBRARY DEVELOPMENT
Dawn La Valle

CONSTRUCTION GRANTS ADMINISTRATION
Tom Newman
Hartford, Connecticut
Tel: 860-757-6573
E Mail: Tom.Newman@ct.gov

STATE LIBRARY BOARD
John N. Barry, Chair
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Allen Hoffman
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Hon. Michael Sheldon
Alison Clemens
Hon. Andrew J. MacDonald

Issued in accordance with Conn. Gen. Stat. § 11-24(c)

For Questions, Contact:

Tom Newman

Phone: 860-757-6573

E mail: Tom.Newman@ct.gov

LIBRARY: **Simsbury Public Library**

MUNICIPALITY: **Town of Simsbury**

OFFICIALLY SUBMITTED: **Sept.1, 2017**

Instructions for Submitting an Application

1. Send one digital copy of this Excel file by email. Scanning and sending the other documents as a PDF is recommended when possible.
2. Submit one original printed copy of this application (the "official" application) (with all required additional documents).
3. Three-hole punch the printed copy so that the entire application can be placed in a notebook. **DO NOT PROVIDE THE NOTEBOOK.** Architect's plans do not need hole-punching and will not need to fit in notebook.
4. All signatures on the printed copy must be handwritten.
5. You will need the "Timetable and Guidelines" document to complete this application. Find this document on the [Construction Grants web page](#).

Where to send application

Mail or deliver the printed original copy of the application to
Tom Newman, Library Specialist
Connecticut State Library
231 Capitol Ave.
Hartford, CT 06106
Tom.Newman@ct.gov

We must receive both the the printed copy and Excel file by 4 p.m. on September 1, 2017.
Excel file must be identical to the printed copy and should be sent by email.



IMPORTANT Instructions for Completing this Excel Form



1. In this Excel file, **TYPE INFORMATION ONLY IN THE GRAY AREAS.**
2. **All other cells cannot be edited.**
3. **Tab from one gray box to another, except for check boxes.**
4. **Click on check boxes, when appropriate.**

Example:

Application for State Public Library Construction Grant - Category One

TYPE OF PROJECT:

CATEGORY #1 (check all that apply)

- new construction
- major alteration of existing library building
- addition onto existing library building
- converting an existing building that is not a library

A. NAMES AND ADDRESSES

1. **Legal name of applicant:** Municipal library must use name of town/city. A Library Association must use the full name of the association unless the municipality owns the building in which case the municipality will be the legal applicant not the Library Association.

Town of Simsbury

2. Library name and address:

Library Name: Simsbury Public Library
 Address: 725 Hopmeadow St
 City/Town, State: Simsbury, CT
 Zip Code: 06070
 Telephone: 860-658-7663

3. Person authorized to submit application (Use municipal CEO (mayor, first selectman, or town manager) for municipal library. Use the Library Board Chairperson or Library Director for association library) :

Name: Lisa L. Heavner
 Title: First Selectwoman
 Address: 933 Hopmeadow St
 City/Town, State: Simsbury, CT
 Zip Code: 06070
 Telephone: 860-658-3230
 Fax: 860-658-9467
 E-mail address: lheavner@simsbury-ct.gov

4. Person authorized to respond to inquiries (usually library director):

Name: Lisa Karim
 Title: Library Director
 Address: 725 Hopmeadow St
 City/Town, State: Simsbury, CT
 Zip Code: 06070
 Telephone: 860-658-7663
 Fax: 860-658-6732
 E-mail address: lkarim@simsburylibrary.info

Application for State Public Library Construction Grant - Category One

5. Librarian (if different from #4):

Name:	
Title:	
Address:	
City/Town, State	
Zip Code:	
Telephone:	
Fax:	
E-mail address:	

6. Architect:

Architect:	Paul Mays, RA
Firm:	Butler Rowland Mays Architects LLP.
Address:	57 West High St
City/Town, State	Ballston Spa, NY
Zip Code:	12020
Telephone:	518-885-1255
Fax:	518-885-1266
E-mail address:	maysp@brmarchitects.com

Connecticut-licensed: Yes No

7. Building Consultant (OPTIONAL):

Name:	
Address:	
City/Town, State	
Zip Code:	
Telephone:	
Fax:	
E-mail address:	

8. Agency (municipality, municipal department or library) authorized to receive funds (person responsible for fiscal matters concerning the grant):

Name:	Sean Kimball, Director of Finance
Address:	933 Hopmeadow St
City/Town, State	Simsbury, CT
Zip Code:	06070
Telephone:	860-658-3282
Fax:	860-658-3206
E-mail address:	skimball@simsbury-ct.gov

B. BACKGROUND INFORMATION

9a. To be an eligible applicant you must receive local tax funds and must not charge for a borrower's card. (See CGS Sec.11-24a (2)). Does your public library receive local tax funding and borrowers' cards free?

Yes No If no, DO NOT proceed with this application.

9b. Type of library organization:

- Unit, department or agency of local government (Municipal)
- Corporate status under legally established library board (Association)
- Principal public library Non-principal public library (answer question below)

To be an eligible applicant a **non-principal public library** must meet the following conditions:

- ➔ it must have a separate board of trustees or governing body;
- ➔ it must have its own library director and staff ;
- ➔ it must have a separate library facility;
- ➔ and it must have a separate town appropriation. (See CGS Sec.11-24a (c))

If you are a non-principal library do you meet these conditions?

Yes No If no, DO NOT proceed with this application

If the library organization is an association, does it have 501(c)(3) federal tax-exempt status?

Yes No **(INSERT LETTER FROM FEDERAL GOVERNMENT AFTER THIS PAGE.)**

Other (explain)

10. Ownership and use of the library building that is the subject of this grant:

a. The land is owned by

municipality library assoc. other

b. The library building is owned by

municipality library assoc. other

c. Will any corporate-sponsored or cooperative research be conducted at the facility?

Yes No

Please Note: If you are an Association library, but the building being built or altered is owned by the municipality, then the municipality must fill out this application form.

11. 2017 AENGLC Rank (Contact Tom Newman, Connecticut State Library, for rank if it is not known): [AENGLC Rank](#)

12. For projects under \$10 million: Are you going for Leadership Energy and Environmental Design (LEED) certification? Yes No [LEED](#)

13. Is the construction site listed, or eligible for listing, in the National Register of Historic Places, or is the building over 50 years old? Yes No

If yes, your library may need the approval of the State Historic Preservation Office to receive approval for funding should your grant request be approved. Best to contact now: [SHPO](#)

Application for State Public Library Construction Grant - Category One

14. Is your library in conflict with the *Conservation and Development Policies Plan for Connecticut 2013-2018*? Yes No

[Conservation and Development Policies Plan for CT](#)

If yes, give reasons why you should be considered for funding:

15. Do you have a strategic/long range plan and a technology plan? Yes No

All Category #1 applicants **must** have a strategic/long range plan and a technology plan.
(Note: you are NOT required to provide a copy of these plans)

16. Number of hours and days that the library is open weekly for at least 9 months a year.
 hours days

17. Is the existing facility structurally accessible to those in wheel-chairs in all public & staff areas? (Note: areas inaccessible due to arrangement of furniture or stacks are still structurally accessible) Yes No

If no, describe areas not yet accessible:

18. Upon project completion, will the facility be totally accessible to those in wheel-chairs (structurally, except for storage and mechanical)?

Yes No

If no, give reasons why you should be considered for funding:

19. Establish Service Population

a. Current local population (most recent Dept. of Public Health Estimate):

[Dept. of Public Health](#)

b. Projected local population for 2025 from the Univ. of CT Data Center :

[University of CT State Data Center projections](#)

You may choose to factor in nonresident use in your population projection.

c. Projected nonresident population to be served:

Annual non-resident circulation transactions	80,383
divided by all annual circulation transactions	353,044
equals	23%
times projected local population	22,857
Total nonresidents served	5,257

Service Population:

See the "Timetable and Guidelines" document, Section 6, Method of Allocation for an explanation on how to determine a building's square feet, especially if you have branches.

20. Square feet of existing library space: square feet

21. Square feet needed, based on "2014 Library Space Planning Guide Worksheet":
 square feet

22. Total square feet of library space available upon project completion:
 square feet

Application for State Public Library Construction Grant - Category One

23. Estimated capacities:			
	Present Holdings	Called for in the Building Program	Capacity as Shown in the Schematic Plans
Physical Book Volumes - Adult	66,188	66,188	66,188
Physical Volumes - Young Adult	6,009	6,009	6,009
Physical Volumes - Children	46,339	46,339	46,339
Physical Volumes - Other	4,074	4,074	4,074
TOTAL VOLUMES	122,610	122,610	122,610
Physical Audio Recordings	7,377	7,377	7,377
Physical Visual Recordings	9,525	9,525	9,525
Other Nonprint Materials	58,426	58,426	58,426
TOTAL NONPRINT	75,328	75,328	75,328
Seating - Adult	125	125	125
Seating - Young Adult	25	25	25
Seating - Children	75	75	75
TOTAL SEATING	225	225	225
Computer Stations Adult	38	38	38
Computer Stations Young Adult	4	4	4
Computer Stations Children	16	16	16
TOTAL COMPUTER STATIONS	58	58	58
Periodical Subscriptions	216	216	216
Meeting Room Seats (Main)	195	195	195
Other Conf/Mtg Rooms	32	32	32
Flexible Use/ All Purpose Areas	16	96	96
Story Hour/Activity Room	50	50	50
Parking spaces - staff	10	10	10
Parking spaces -patrons	104	104	104
TOTAL PARKING SPACES	114	114	114

Application for State Public Library Construction Grant - Category One

24. NET EFFECTIVE AGE OF THE BUILDING

(USE THE AGE OF THE BUILDING, NOT THE LIBRARY):

Total square feet of library building 42,600 (answer to question 20)

In (A) provide the square feet of floor space for each portion of the existing library building (including additions) which has NOT experienced a major alteration since it was built.

(A)	<u>Square feet</u>	x	<u>Age in years</u>	=	T_1
	a		b		
	21,660	x	32	=	693,120
		x		=	
		x		=	
		x		=	
TOTAL	21,660	sq. ft.		$T_1 =$	693,120

In (B) provide the square feet of floor space for each portion of the existing library building which HAS experienced a major alteration since it was originally built.

(B)	<u>Square feet experienced major alteration</u>	x	<u>% of the total area of the library building that each portion equals</u>	x	<u>Age in years from the date of major alteration</u>	=	T_2
	c		d		e		
	20,940	x	49%	x	11	=	112,867
		x		x		=	
		x		x		=	
		x		x		=	
		x		x		=	
		x		x		=	
TOTAL	20,940	sq. ft.				$T_2 =$	112,867

For those portions of the building identified in (B) above, provide age since original construction

C. BUDGET INFORMATION

Important: Local Funding must be in place within 3 years of grant approval and your project must be initiated (signing with contractor) within 18 months of Bond Commission approval, or the grant award will be withdrawn.

25. Sources of Funding

State Funds:

	Funds
a. State Bond Funds (This Request)	\$ 405,525
b. State Bond Funds (Previous Funds)	
c. Other State Agencies	

Non-State Funds:

d. Federal Funds	
e. Recipient Funds (total of the three items below)	\$ 405,525.00
Private Investment	
Local Bonding	\$ 405,525
Gen. Operat. Budget	
f. Gifts/Contributions	\$ 95,000
g. Other <input type="text"/> (describe)	
h. TOTAL SOURCES	\$ 906,050

26. Expenses

Capital Costs

a. New Construction	
b. Renovations/Remodeling	\$ 590,055
c. Land/Building Acquisition	
d. Appraisals	
e. Library and Office Equipment	\$ 70,000
f. Machinery/ Equipment	
g. Engineering/Architect/Clerk of the Works/ Constr. Manager	\$ 92,833
h. Environmental remediation	
i. Contingency	\$ 82,609
j. Other <input type="text"/> (describe)	
k. Total Capital Costs	\$ 835,497

Working/Other Costs:

a. Rent	
b. Relocation Costs	
c. Legal/Accounting	
d. Consulting Services	
e. Other <input type="text"/> (describe)	\$ 70,553
f. TOTAL Working/Other Costs	\$ 70,553

	This Request
TOTAL PROJECT COST	\$ 906,050

Application for State Public Library Construction Grant - Category One

27. Project cost estimate prepared by (name/title):

Lisa Karim, Library Director

28. Total floor area directly involved in construction:

4,130 sq. ft.

29. Estimated project cost per square foot (for additions and new construction):

\$ 219

30. a. Anticipated beginning month/year of construction:

Oct-18

b. Anticipated ending month/year of construction:

May-19

Application for State Public Library Construction Grant - Category One

31. Project Statement Narrative. Try to stay under 300 words (use only the space provided). Include:
- Necessity for project - compelling extenuating circumstances or community needs, justification for funds request, evidence that the proposed project is needed for an area now served by inadequate facilities.
 - General nature of the actual construction work to be carried out.
 - Expected result and explain benefits to the public.
 - Note here any library services this building project allows that are unique to the library or to libraries in general.
 - Note here any special architectural features that make your project stand out.
 - Describe any staff changes needed to operate the completed facility; other projected budgetary requirements to assure effective operation and maintenance of the facility for the purposes constructed.

The Simsbury Public Library will maximize the resources provided by a 2008 building expansion by improving unfinished lower level space for programs. Additional flexible program space is clearly needed now as library programs have more than tripled since 2008, and the building is now functioning at capacity. In 2008 the library ran 457 programs, serving 19,203 patrons. By comparison, this year the library ran 1,697 programs, serving 57,857 individuals.

Renovation work will commence in October, 2018 and be finished by Spring 2019. When complete, the central axis of the building's lower level will be expanded to provide access to the new +/-2,000sf Program Room, a +/-250sf Conference Room, and will feature built in display spaces and gallery walls. Existing staff will leverage contractors, program partners and their own expertise to provide expanded programs with minimal additional operating expense. Other improvements include upgrades to an existing rest room, and a closet will be created for equipment and furniture storage off the new Program Room to maximize flexibility. Overall, the project improves over 4,100 square feet of existing space to help the Library continue to offer a dynamic range of programs that matches the ever-changing community.

Simsbury is on the threshold of residential changes that will profoundly impact library activities. A January 2017 report from the Town Planner notes that Simsbury is adding more than 1,000 new apartments to the housing inventory. The total number of housing units will increase by 1,423 by 2023, and the population is likely to increase by almost 12% during that timeframe. The new apartments will attract "empty nester" seniors and "Gen Y" singles and couples who do not have children. Services and amenities sought by these tenants will differ from current family-focused offerings and this renovation will allow the library to address those needs immediately.

D. SUPPORTING DOCUMENTS THAT MUST BE INCLUDED IN THIS APPLICATION
(Refer to the Section 7 of the "Timetable and Guidelines" document for details)

[Or Click here for details](#)

a. Certification confirming resolution authorizing filing of application by the
b. Tentative plans and time line for securing local funds and listing all major activities.
c. Title or other evidence of interest in the site, such as a deed.
d. Certification of structural soundness (not needed for new buildings).
e. Fire and safety evaluation (not needed for new buildings).
f. Certification by the architect or fire marshall for fireproof book drop.
g. Accessibility certification by the architect.
h. LEED certification optional for projects under \$10 million
i. Reasonable assurance of local funding within 3 years & initiation of project within 18 months of Bond Commission approval.
j. Photograph of the existing buildings, if older than 50 years (not needed for new buildings).
k. List of equipment to be purchased.
l. Preliminary drawings by architect. <small>(may be provided separately)</small>
m. Site plan (only if project affects the exterior of the building)
n. Statement on strategic plan and technology plan.
o. Building program.
p. Property Appraisal(s) if land or building acquisition is part of project

E. LIEN ANALYSIS FORM - INSTRUCTIONS - Association Libraries Only

An association library that is an official applicant (question #1) and will own both the proposed new building or addition and the land upon which it is situated complete this form. If the city or town is the official applicant do not complete this form.

1. REPLACEMENT VALUE - Estimate the cost of building a new facility of similar construction type area in the current construction environment. Base this estimate on the current estimated construction cost per square foot (including the cost of the land) x the total square footage of the site to be renovated or purchased.
2. PURCHASE PRICE/LEASE COST - If owned by grantee of holding company of grantee, give the amount of purchase price and year in which purchased. If a leased property, give the cost of the lease per month and yearly amount, also cite current real estate market estimates of rent for a building of similar type and size(i.e., commercial, residential, etc.). In the case of leased property, please describe any accommodations/s the land has made or will make if the funded renovation occurs.
3. ADDITIONAL BOND FUNDS - Will additional bond funds be needed to renovate this property? If so, please provide an estimate of the cost.
4. CURRENT LIENS - List all current (existing or proposed) liens on the property (whether leased or owned). This listing is all inclusive, state agency liens, city liens (CDBG), mechanics liens, etc. Cite the date the lien(s) were placed on the property, the total amount of the lien, anticipated termination date of the lien and the current value. If the current value of liens plus the bond fund application amount exceed the current market value, applications will not be considered for funding.
5. CURRENT MORTGAGE BALANCE - For owned or leased sites indicate amount of balance and as of what date.
6. CURRENT MARKET VALUE - Estimate for both owned and leased properties. The intent here is to approximate current market selling price. If there is a recent (within one year) appraisal and/or assessment, you may use those amounts as the estimate.

Application for State Public Library Construction Grant - Category One

LIEN ANALYSIS FORM

Applicant Name:

Site Address:

1. Replacement Value: \$
 X Total sq. footage
 (Construction cost)

Cite source of standard:

2. Purchase Price/Lease Cost:

If owned by grantee or holding company of grantee:

Purchase price Year purchased

If leased property: Lease per month \$ Lease per year \$

Current real estate market estimates for rent: \$

Lease Property: Describe accommodation(s) landlord has made or will make:

3. Additional Bond Funds:

Will you be requesting Bond Funds to renovate this property now or in the future?

Yes No

Estimated cost: \$

4. Current Lien Value:

List all current (existing or proposed) liens, date liens(s) were placed, amount of total liens, anticipated termination and current value:

Name of Lien holder	Date Placed	Total Amount	Anticipated Term Date	Current Value

Scoring System Used for Category 1 Applications

(see Section 6, Method of Allocation in Timetable and Guidelines document)

POINTS ASSIGNED FOR THE FOLLOWING:

Space Planning Guide Worksheet

Based on "2014 Library Space Planning Guide Worksheet" square feet needed:
 1 POINT if this is exceeded by the square feet available upon project completion:
 Your Points (1 or 0)
 Determine score:

Square Feet Per Capita Benchmarks

- 1.60 Square feet per capita - Library Serving Projected Population under 10,000
- 1.50 Square feet per capita - Library Serving Projected Population 10,000 to 20,000
- 1.35 Square feet per capita - Library Serving Projected Population 20,000 to 50,000
- 1.15 Square feet per capita - Library Serving Projected Population over 50,000

2 POINTS assigned if your CURRENT facility is less than the benchmarks above. Your Points (2 or 0)
 Current Square Feet: Sq.ft.per capita
 Current Population Served: Determine score:

2 ADDITIONAL POINTS assigned if your CURRENT facility is less than the benchmarks and your PROJECTED facility is more than the benchmarks. Your Points (2 or 0)
 Projected Square Feet: Sq.ft.per capita
 Projected Service Population: Determine score:

1 or 2 POINTS may be awarded by State Library staff for projects that are less than the benchmarks and you provide a convincing case for why the project should be awarded a grant despite an apparent limit to the project's scope. See Timetable and Guidelines for more detail. Provide explanation in the space provided. Your Points

AENGLC Rank

127-169 4 Your Library's Rank: Your Points (1 - 4)
 85-126 3 (see question 11) Determine score:
 43-84 2
 1-42 1

Application for State Public Library Construction Grant - Category One

Net Effective Age of Building			Your Points
50 years or more	5	Your Building's NEA: <input type="text" value="26.9"/>	(1 - 5)
40-49 years	4	(see question 28)	Determine score: <input type="text" value="2"/>
30-39 years	3		
20-29 years	2		
10-19 years	1		
less than 10 years	-		
Library Hours Open			Your Points
Population	Hours	Points	(1 or 0)
Under 5,000	5 days/30 hrs.	1 point if you meet the	Determine score: <input type="text" value="1"/>
5,000-10,000	5 days/45 hrs.	minimum # of days	
10,000-25,000	5 days/56 hrs.	and hours of service.	
25,000+	5 days/64 hrs.	Your days: <input type="text" value="7"/>	
		Hours: <input type="text" value="64"/>	
Accessibility for People with Disabilities			Your Points
3 POINTS if you answered no to question #17 and yes to question #18.			(3 or 0)
			Determine score: <input type="text"/>
Service Area			Your Points
Projects for principal public libraries (main libraries) will receive 2 extra points.			(2,1,or 0)
Projects for branch libraries of principal public libraries will receive 1 extra point.			Determine score: <input type="text" value="2"/>
Environment Design			Your Points
Projects with total project costs under \$10 million that meet LEED silver level or higher will receive 2 POINTS. See "Timetable and Guidelines" document for details.			(2 or 0)
			Determine score: <input type="text"/>
Books Per Square Foot			Your Points
1 POINT if your projected book volumes	<input type="text" value="122,610"/>	divided by projected sq. ft. is under 4.....	<input type="text" value="45,795"/>
			<input type="text" value="2.67737"/>
			<input type="text" value="1"/>
Project Narrative Statement			Your Points
Libraries that make especially compelling arguments in the narrative statement above receive 1,2,or 3 POINTS. Determined by State Library Staff.			<input type="text"/>
			<input type="text"/>
TOTAL POINTS			<input type="text" value="8"/>
Please note:			
If your "Total Points" score currently is 6 or lower, then your application will not be considered for a grant. If the score is 7 to 11 your application will be considered only if the narratives provide compelling reasons for additional points. Your total points must be at least 12 to be considered for a grant. Even with a score of 12 or more the State Library reserves the right to reject your application if we identify serious problems with your plans. Also, distressed municipalities may have preference when bond funding hasn't been specifically earmarked.			

Application for State Public Library Construction Grant - Category One

CHECKLIST STATE PUBLIC LIBRARY CONSTRUCTION GRANT 2016

Your Checklist	
Being sent separate cover	Or Item included in packet

Please check the attachments included with your application. If an item is being mailed separately, please indicate in the appropriate column. Please note, **if you cannot provide supporting documents by the deadline, you will have until September 30 to provide them.**

	x	Application completed, all questions answered
x		Certification of Application (see G above) completed and signed. This certification (original, in paper) must be submitted to the State Library by Sept. 30.
		501 (c)(3) letter (ONLY FROM ASSOCIATIONS)
		SUPPORTING DOCUMENTS (As described in "Timetable and Guidelines")
		For CATEGORY 1 : Click here for details
	x	a. Certification confirming resolution authorizing filing of application by governing body.
	x	b. Tentative plans and time line for securing local funds and listing activities.
	x	c. Title or other evidence of interest in the site such as a deed.
	x	d. Certification of structural soundness.
	x	e. Fire and safety evaluation.
	x	f. Certification by the architect or fire marshal for the fireproof book return.
	x	g. Accessibility certification by the architect.
		h. LEED certification letter from the architect
	x	i. Reasonable assurance that the project will start within required time
	x	j. List of equipment to be purchased.
	x	k. Preliminary drawings by architect (does not need to be inside notebook).
		l. Site plan (only if affects the exterior of the building).
	x	m. Statement on strategic plan and technology plan
	x	n. Building program (includes library area workforms - see below).
		o. Property Appraisal(s) if land or building acquisition is part of project
	x	p. Letter on the status of municipal POCD, and statement (municipal libraries only)
		Other

END OF APPLICATION FORM

Application for State Public Library Construction Grant - Category One

THIS IS AN EXAMPLE OF A LIBRARY AREA WORK FORM - DO NOT INCLUDE IN APPLICATION
 Work forms like this should be part of your building program.

Library Area (Circulation/Fiction/Children's/etc.)

Size (square feet)

Date

Activities (What takes place here?)

Occupancy (at one time)

Public

Staff

Daily Uses

Architectural Features - Ambiance

Furnishings and Equipment (list type, number, and approximate size)

Total Seats:
 (How many chairs,
 and what type?)

Table

Carrel

Lounge

Proximity (What should this area be near?)

Distance (What should not be near?)

Books (How many books
 will be here at a given time?)

Non-Book Materials (How many
 nonprint materials will be here at
 a given time?)

Resolution of the Town of Simsbury
Board of Selectmen

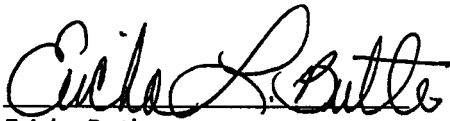
State of Connecticut
Public Library Construction Grant

I, ~~Ericka~~ **Butler**, Town Clerk for the Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Selectmen of the Town of Simsbury duly held and convened on August 14, 2017, at which a constituted quorum of the Board of Selectmen was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

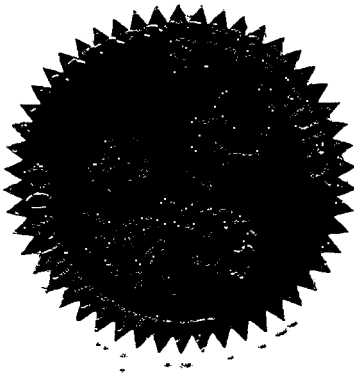
RESOLVED, that the Town of Simsbury's First Selectwoman, Lisa L. Heavner, is empowered to apply for a State Public Library Construction Grant for the Lower Level Remodeling Project of the Simsbury Public Library (the "Project"); and

FURTHER RESOLVED, that in the event the Town of Simsbury is awarded a State Public Library Construction Grant for the Project, the Town of Simsbury will have local matching funds in place within three (3) years of the grant approval date and will initiate the Project within eighteen (18) months following State Bond Commission approval of the grant award.

IN WITNESS THEREOF, the undersigned has affixed her signature and the corporate seal of the Town of Simsbury this 16th day of August, 2017.




Ericka Butler
Town Clerk
Town of Simsbury



Simsbury Public Library Tentative Plans and Timeline

March-June 2016:	Library Strategic Planning Committee conducts focus groups and surveys – results reflect an overwhelming need for additional flexible meeting space
August 2016:	Key Library representatives meet with Town Administration regarding need for additional flexible meeting space
August 2016:	Key Library representatives consult with library design architects to discuss the possibilities for additional flexible meeting space
September 2016:	Library Board votes unanimously to pursue expanded program and meeting space options
November 2016:	Library Board of Trustees adopts Strategic Plan 2017-2021 which includes an objective for increasing meeting room and programming space
November 2016:	Friends of the Simsbury Public Library approve gift of \$95,000 to support architectural and design fees for Library lower level renovation project
November 2016:	Key Library representatives and Town of Simsbury staff meet with library design architects to consider conceptual ideas for expanded and improved flexible meeting space to be considered in development of the Building Program
November 2016:	Library's Capital Improvement Plan (CIP) includes funding request for lower level renovation project which provides additional flexible meeting space
May 2017:	Board of Finance approves Library's lower level renovation project as part of the Town's FY18 overall CIP
June 2017:	Town Budget including CIP passes at referendum
July 2017:	Board of Selectmen appoints Library Building Committee which includes the key Library representatives involved in both strategic planning and conceptual planning
July 2017:	Town of Simsbury executes contract with Butler Rowland Mays Architects
September 2017:	Application for \$405,525 State Public Library Construction Grant submitted by First Selectwoman Lisa Heavner
Sept 2017 – Jan 2018:	Architect completes design development work
March – July 2018:	Construction document production

August 2018: Bid period
September 2018: Award contracts
September 2018: Building permit submission
October 2018: Contractors mobilize, demolition work commences
November 2018: Demolition work complete, new work commences
Nov 2018 – Jan 2019: Interior partitions and electrical rough-in complete
February 2019: Mechanical system modifications, wall and ceiling finishes completed, electrical fixtures and receptacles installed
March 2019: Construction complete (Punch list work and contractor closeout)
April 2019: Technology and furniture installation
May 2019: Ribbon cutting ceremony



Lisa L. Heavner
First Selectwoman

8/28/17
Date

A TRUE COPY OF ORIGINAL
C. L. Little
TOWN CLERK - SIMSBURY, CT
DATE 8-1-2017

409.5

FORM 173 CONNECTICUT - WARRANTY DEED

VOL 206 PAGE 156

STATE OF CONNECTICUT REGISTERED U.S. PAT. OFFICE
TITLE LAW FIRM, PUBLISHED BY THE STATE OF CONNECTICUT

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That PAPARAZZO HERITAGE CORPORATION, a Connecticut corporation having its office and principal place of business in Southbury, Connecticut, and acting herein by Henry J. Paparazzo, Its President duly authorized, and F M HERITAGE COMPANY, a Delaware corporation authorized to do business in the State of Connecticut, having a Connecticut address c/o Sturges & Mathes, Southbury, Connecticut, acting herein by ~~John M. Ryan~~ John M. Ryan, its Vice President duly authorized,

for the consideration of a Valuable Sum in Dollars received to their full satisfaction of the TOWN OF SIMSBURY, County of Hartford, State of Connecticut,

do give, grant, bargain, sell and confirm unto the said TOWN OF SIMSBURY

All that certain piece or parcel of land with all buildings and improvements thereon, located on the Westerly side of Hopmeadow Street, in the Town of Simsbury, County of Hartford, State of Connecticut, containing 10.056 acres, more or less, and more particularly bounded and described as follows: Commencing at a point on the Westerly side of Hopmeadow Street, which point marks the Southeasterly corner of land now or formerly of the Simsbury Free Library and running thence in a Southerly direction along the Westerly side of Hopmeadow Street, the following course: S 14° 09' 30" W 50.00 feet to a point marking the Northeasterly corner of land now or formerly of Society for Savings; thence running along land now or formerly of said Society for Savings the following courses and distances: N 75° 36' 00" E 190.15 feet; S 14° 24' 00" W 71.05 feet; S 74° 45' 30" E 29.00 feet; S 15° 11' 00" W 86.16 feet; S 74° 45' 30" E 160.00 feet to a point on the Westerly side of Hopmeadow Street; thence running in a Southerly direction along the Westerly side of Hopmeadow Street the following courses and distances: S 15° 14' 30" W 283.80 feet; S 21° 49' 30" W 171.27 feet; S 21° 49' 30" W 325.0 feet; thence running along land now or formerly of the Town of Simsbury the following courses and distances: S 89° 24' 45" W 378.27 feet; N 0° 18' 20" E 294.51 feet; N 0° 16' 20" E 150.0 feet; N 0° 16' 20" E 50.06 feet, ~~more or less~~; thence running along land now or formerly of Heritage Glen of Simsbury Condominium the following courses and distances: N 30° 40' 00" E 273.50 feet; S 78° 06' 40" E 143.96 feet; N 12° 5' 35" E 279.81 feet; thence running along land now or formerly owned in part by Simsbury Cemetery Association, L. M. Paradise and Simsbury Free Library the following courses and distances: N 64° 08' 00" E 12.50 feet; thence in an arc having a radius of 200 feet a distance of 140.56 feet; thence running S 75° 36' 00" E 205.16 feet to the point and place of beginning.

subject to a right of-way in favor of Heritage Glen of Simsbury Condominium and others for purposes of general ingress and egress to and from Hopmeadow Street, which right of way is 50-feet in width running parallel to the Northerly line of the subject premises and extending from the Easterly line of Heritage Glen of Simsbury Condominium to the Westerly line of Hopmeadow Street. IT BEING UNDERSTOOD AND AGREED, however, that the Grantees shall have no obligation to improve said right of way nor to make the same passable by vehicle or person. Said right of way has been identified through custom and usage as Library Lane. IN ADDITION TO THE FOREGOING DESCRIBED LIBRARY LANE right of way, the premises herein described are subject to an additional right to pass and repass in common with others over and across existing driveways located at the extreme Western and Northern boundaries of the within described premises, which right to pass and repass is for the purpose of serving three (3) buildings of Heritage Glen of Simsbury Condominium called, "the Superintendent's House"; Maintenance Building" and

LIBRARY LANE TAX PAID
[Signature]
TOWN CLERK

VOL. 206 PAGE 457

"Clubhouse" giving said buildings free access to the Library Lane easement hereinbefore described. The Grantee shall have no obligation to improve or make passable said existing driveways.

Subject to the right of Heritage Glen of Simsbury Condominium to maintain an existing dam located on the Westerly side of the premises herein described, and in conjunction therewith, subject to the right of Heritage Glen of Simsbury Condominium to enter upon the subject premises for the purpose of performing said maintenance.

Subject to water pipe line easement granted The Village Water Company by instrument of The Simsbury Development Company dated July 22, 1952, recorded in Vol. 102, Pg. 316, Simsbury Land Records; Easement from Paparazzo Simsbury Company & F M Simsbury Company to The Village Water Company by instrument dated April 1, 1969, rec. Vol. 181, Pgs. 326-7 Simsbury Land Records; Easement from F M Simsbury Company and Paparazzo Simsbury Company to The Hartford Electric Company dated Sept. 12, 1968, rec. Vol. 173, Pgs. 692-3, Simsbury Land Records; Easement from The Fidelity Mutual Life Insurance Company to The Village Water Company dated March 22, 1968, rec. Vol. 181, Pg. 328, Simsbury Land Records.

Subject to possible rights of third persons on roads or highways over that portion of land shown on tract maps entitled, "Simsbury Development Company, Development Plan for Amos Eno, dated September 4, 1950, revised February 16, 1954", on file in the Office of the Town Clerk, Simsbury, Connecticut, to which reference may be had.

Subject to rights of owners of Lots 45, 46 and 47 shown on maps on file in the Office of the Town Clerk, Simsbury, Connecticut, to use in common with others Library Lane for a distance of 350' Westerly from Hopmeadow Street.

THE FOREGOING RIGHTS OF WAY AND EASEMENTS are more particularly set forth in a condominium declaration dated February 1, 1973, entitled, "HERITAGE GLEN OF SIMSBURY CONDOMINIUM DECLARATION", recorded in Vol. 202, Page 476, Simsbury Land Records.

Subject to building line restrictions and zoning regulations as of record appear, and such state of facts as an accurate survey might disclose.

The Grantors hereby reserve to themselves, their successors and assigns a sanitary sewer right of way 30' in width as shown on a map entitled, "Map of Property of F M Heritage Company and Paparazzo Heritage Corporation, Hopmeadow Street, Simsbury, Conn.", Scale 1"=40', August 1973, certified substantially correct by A.W.C. Kratzert, Conn. P.E. & L.S. #4137, to be filed in the Office of the Town Clerk, Simsbury, Connecticut, together with the right to maintain and replace an existing sanitary sewer line located within said right of way, it being the obligation of said Grantors in performing said maintenance and/or replacement to restore the subject premises to the condition existing prior to said performance, at the sole expense of the Grantors.

Being a portion of the premises conveyed by Warranty Deed from The Fidelity Mutual Life Insurance Company to Paparazzo Heritage Corporation and F M Heritage Company dated September 8, 1972, recorded in Vol. 201, Pg. 442, Simsbury Land Records.

To Have and to Hold the above granted and bargained premises with the appurtenances thereof, unto it the said grantee its heirs, successors and assigns forever, to its and their own proper use and behoof.

And also, they, the said grantors do for themselves, their heirs successors /executors and administrators, covenant with the said grantee, its successors, heirs and assigns, that at and until the ensembling of these presents,

they are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, they the said grantors do by these presents bind themselves and their /successors /executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee, its successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

CONVEYANCE TAX PAID
Receipt #
Town Clerk, Southbury, Conn.

/PAPARAZZO HERITAGE CORPORATION, acting herein /by Henry J. Paparazzo, its President duly /authorized and F M HERITAGE COMPANY, acting /herein by John M. Ryan, its Vice President, duly authorized, have caused these presents to be executed and their respective corporate seals affixed this 20th day of August 1973

Signed, Sealed and Delivered in presence of
Curtis McGann
Constance R. Kelly
James Carey
Richard H. Hollenberg

PAPARAZZO HERITAGE CORPORATION
By Henry J. Paparazzo
Its President
F M HERITAGE COMPANY
By John M. Ryan
Its Vice President

State of Connecticut, ss. Southbury
County of NEW HAVEN
On this the 20th day of August, 1973, before me,
Curtis McGann, the undersigned officer, personally appeared
Henry J. Paparazzo, who acknowledged himself to be the President
of PAPARAZZO HERITAGE CORPORATION corporation, and that he as such President,
being authorized so to do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as President
In Witness Whereof, I hereunto set my hand and official seal.
Curtis McGann
Commissioner of the Superior Court
Title of Officer

STATE OF PENNSYLVANIA)

ss: Philadelphia

Vol. 206 PAGE 159

COUNTY OF PHILADELPHIA)

On this the 16th day of August, 1973, before me, Jane Campo, the undersigned officer, personally appeared John H. Ryan, who acknowledged himself to be the Vice President of F M HERITAGE COMPANY, a corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Created for record Aug 27, 1973

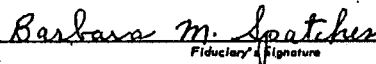
JANE CAMPO
Fidelity Mutual Life Building
PHILADELPHIA, PA.
Notary Public
My Commission Expires
November 17, 1978

CERTIFICATE OF NOTICE
FOR LAND RECORDS
PRC-36 NEW 7-71

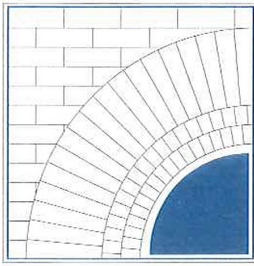
STATE OF CONNECTICUT
COURT OF PROBATE

(Type or print)

Court of Probate, District of Simsbury District No. 34

ESTATE OF/IN RE John David Spatcher		DATE OF CERTIFICATE 3/27/73
DATE OF DEATH 1/25/73	PLACE WHERE LAST DWELT 17 Wintonbury Road, Simsbury, Conn.	<input type="checkbox"/> DIED TESTATE <input checked="" type="checkbox"/> DIED INTTESTATE
FIDUCIARY'S NAME AND ADDRESS Barbara M. Spatcher 17 Wintonbury Road Simsbury, Ct.		
FIDUCIARY'S POSITION OF TRUST Executrix	DATE OF APPOINTMENT 3/27/73	
This certificate is made and caused to be recorded in the Land Records of the town wherein the said ward/deceased is/was the owner of real property or any interest therein, or a mortgage or lien upon real property.		
 Fiduciary's Signature		

(TO TOWN CLERKS: RECORD DATA BETWEEN DOUBLE LINES)



**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

57 West High Street
Ballston Spa, NY 12020

PH: 518 • 885 • 1255
FAX: 518 • 885 • 1266
www.brmaarchitects.com

ARCHITECTURE

INTERIORS

ROOFING

Steven G. Rowland, RA
Paul K. Mays, RA

August 16, 2017

Ms. Lisa Karim, Library Director
Simsbury Public Library
725 Hopmeadow Street
Simsbury, CT 06070

Re.: Application for State Public Library Construction Grant FY 2017-2018
Simsbury Public Library
Architect's Project No. 16•39•28

Dear Ms. Karim,

Based upon the attached letter from the Architect of record during implementation of the Library's addition and renovations in 2000, as well as our cursory review of the construction documents provided by the Owner and casual site observations, we confirm, to the best of our knowledge, information, and belief, that the existing structural systems of the Simsbury Public Library have adequate capacity to safely accommodate present floor loading requirements.

We further confirm that all renovations and modifications anticipated by the above-referenced project will conform to such standards.

Very truly yours,

Paul K. Mays, RA
Principal
Butler Rowland Mays Architects, LLP

SZEWCAK
ASSOCIATES
CONSULTING ENGINEERS

Richard M. Szewczak, P.E.
Alan R. Chandler, P.E.
Peter G. Celella, P.E.
John C. Thomas, P.E.

August 11, 2000

Kenyon & Cutler, Architects
One Darling Drive
Avon, CT 06001

Attn.: Mr. Dale M. Cutler, Jr.
Partner

Re: Renovations and Additions to the
Simsbury Public Library
Simsbury, Connecticut

Dear Dale:

In response to your request, we have reviewed the available information on the proposed Addition and Renovations to the Simsbury Public Library in Simsbury, Connecticut and have the following comments:

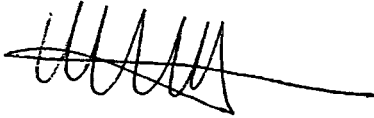
1. The existing building (built circa 1985±) consists of a two-story structure with a slab-on-grade floor and an upper concrete floor slab supported on open web steel joists and steel beams and columns.
2. The original building structural drawings indicate that the existing floor framing system was designed to support a uniform live load of 150 PSF library stack loading. The capacity of the open web steel floor joist was increased to 245 PSF to account for localized load concentrations associated with actual stack loading configurations.
3. It is our opinion that the existing structure is sound and no structural deficiencies are apparent.
4. The proposed Addition will contain new library stack areas and equipment. All new floor and roof construction of the proposed Addition will be designed to include adequate capacity for anticipated library loads and equipment.
5. New floors will be designed to support a minimum uniform live load of 150 PSF for library stack loading.

With the above considerations, we believe, to the best of our knowledge, that the existing structural system of the Simsbury Public Library has adequate capacity to safely resist all present and future floor load requirements.

If you have any questions or require any additional information, please call.

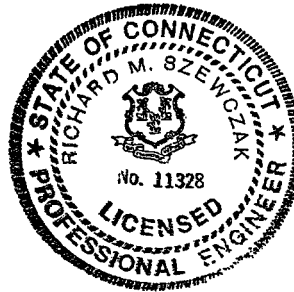
Very truly yours,

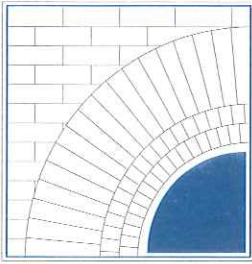
SZEWCZAK ASSOCIATES
CONSULTING ENGINEERS



Richard M. Szewczak, P.E.

RMS:rr





**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

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Ballston Spa, NY 12020

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FAX: 518 • 885 • 1266
www.brmaarchitects.com

ARCHITECTURE

INTERIORS

ROOFING

Steven G. Rowland, RA
Paul K. Mays, RA

August 16, 2017

Ms. Lisa Karim, Library Director
Simsbury Public Library
725 Hopmeadow Street
Simsbury, CT 06070

**Re.: Application for State Public Library Construction Grant FY 2017-2018
Simsbury Public Library
Architect's Project No. 16•39•28**

Dear Ms. Karim,

Based upon the attached letter from the Architect of record during implementation of the Library's addition and renovations in 2000, as well as our cursory review of the construction documents provided by the Owner and casual site observations, we confirm, to the best of our knowledge, information, and belief, that all fire and life safety codes were adhered to in the completion of the project.

We further confirm that all renovations and modifications anticipated by the above-referenced project will conform to such standards.

Very truly yours,

Paul K. Mays, RA
Principal
Butler Rowland Mays Architects, LLP

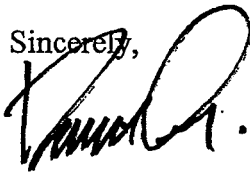
July 31, 2000

Re: **Renovations and Additions to
The Simsbury Public Library
Simsbury, Connecticut**

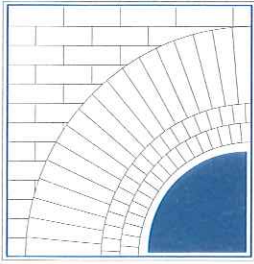
To Whom It May Concern:

This letter is to assure you that all fire and safety codes will be adhered to in the renovated Simsbury Library.

Sincerely,



Dale H. Cutler, Jr.
Partner



**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

57 West High Street
Ballston Spa, NY 12020

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FAX: 518 • 885 • 1266
www.brmaarchitects.com

ARCHITECTURE

INTERIORS

ROOFING

Steven G. Rowland, RA
Paul K. Mays, RA

August 16, 2017

Ms. Lisa Karim, Library Director
Simsbury Public Library
725 Hopmeadow Street
Simsbury, CT 06070

**Re.: Application for State Public Library Construction Grant FY 2017-2018
Simsbury Public Library
Architect's Project No. 16•39•28**

Dear Ms. Karim,

Based upon the attached letter from the Architect of record during implementation of the Library's addition and renovations in 2000, as well as our cursory review of the construction documents provided by the Owner and casual site observations, we confirm, to the best of our knowledge, information, and belief, that the book drop is fireproof.

Very truly yours,

Paul K. Mays, RA
Principal
Butler Rowland Mays Architects, LLP

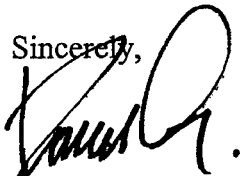
July 31, 2000

**Re: Renovations and Additions to
The Simsbury Public Library
Simsbury, Connecticut**

To Whom It May Concern:

This letter is to assure you that the book return will be fireproof upon project completion.

Sincerely,



Dale H. Cutler, Jr.
Partner



**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

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Ballston Spa, NY 12020

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Simsbury Public Library
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Simsbury, CT 06070

Re.: Application for State Public Library Construction Grant FY 2017-2018
Simsbury Public Library
Architect's Project No. 16•39•28

Dear Ms. Karim,

Based upon the attached letter from the Architect of record during implementation of the Library's addition and renovations in 2000, as well as our cursory review of the construction documents provided by the Owner and casual site observations, we confirm, to the best of our knowledge, information, and belief, that all ADA and ANSI requirements were adhered to in the completion of the project.

We further confirm that all renovations and modifications anticipated by the above-referenced project will conform to such standards.

Very truly yours,

Paul K. Mays, RA
Principal
Butler Rowland Mays Architects, LLP

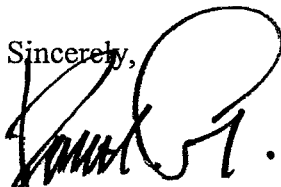
July 31, 2000

Re: **Renovations and Additions to
The Simsbury Public Library
Simsbury, Connecticut**

To Whom It May Concern:

This letter is to assure you that every part of the Connecticut State Building, the American National Standards Institute (ANSI) A117.1-1992 Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People, and the American With Disabilities Act 1990 will be adhered to in the renovated Simsbury Library. All entrances will be properly ramped. There will be handicapped accessible bathrooms. The elevator is sized for the handicapped, and all hardware will be selected in consideration of the handicapped.

Sincerely,



Dale H. Cutler, Jr.
Partner



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

August 24, 2017

To whom it may concern:

The Town of Simsbury is requesting a \$405,525 State Public Library Construction grant for the Simsbury Public Library to support a remodeling project to the Library's lower level.

The Town will have local matching funds in place within three (3) years of the grant approval date. The Town also intends to initiate this project within eighteen (18) months of State Bond Commission approval of the State grant.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Heavner".

Lisa L. Heavner
First Selectwoman

Simsbury Public Library – Equipment List

NEC NP2000 1024 x 768 Video Projector

Chief RPAU Projector Mount with Deck Mount

Projection Screen Mounting Kit

Extron MLC 62 RS D IR and RS-232 Control

Penton 6" In Ceiling Speakers

Roemtech Power Amplifier 55 Watt

Auxiliary HDMI and VGA with Audio to Projector Wiring Kits

Chief RPAU

Projection Screen Mounting Kit

JBL Professional Dual 6" Speakers with Brackets

Crown XTI 1002 Power Amplifier

Symetrix Prism 8 x8 in, 8 out DSP, 64 x 64 Dante

Symetrix ARC-2 Wall Controller

Oklahoma Sound Model 600 Lectern

Shure SLX 124/85/SM58 Combo Wireless System

Sony DVP SR510H DVD Player

POE Injector for Extron Wall Controller

Auxiliary HDMI and VGA with Audio to Projector Wiring Kits

On-Stage DS7200B Round Base Desktop Microphone Stand with Telescoping Shaft

Shure Microflex Gooseneck MX418/C Microphone

On-Stage LED 102 2 LED Single Head Clip Light

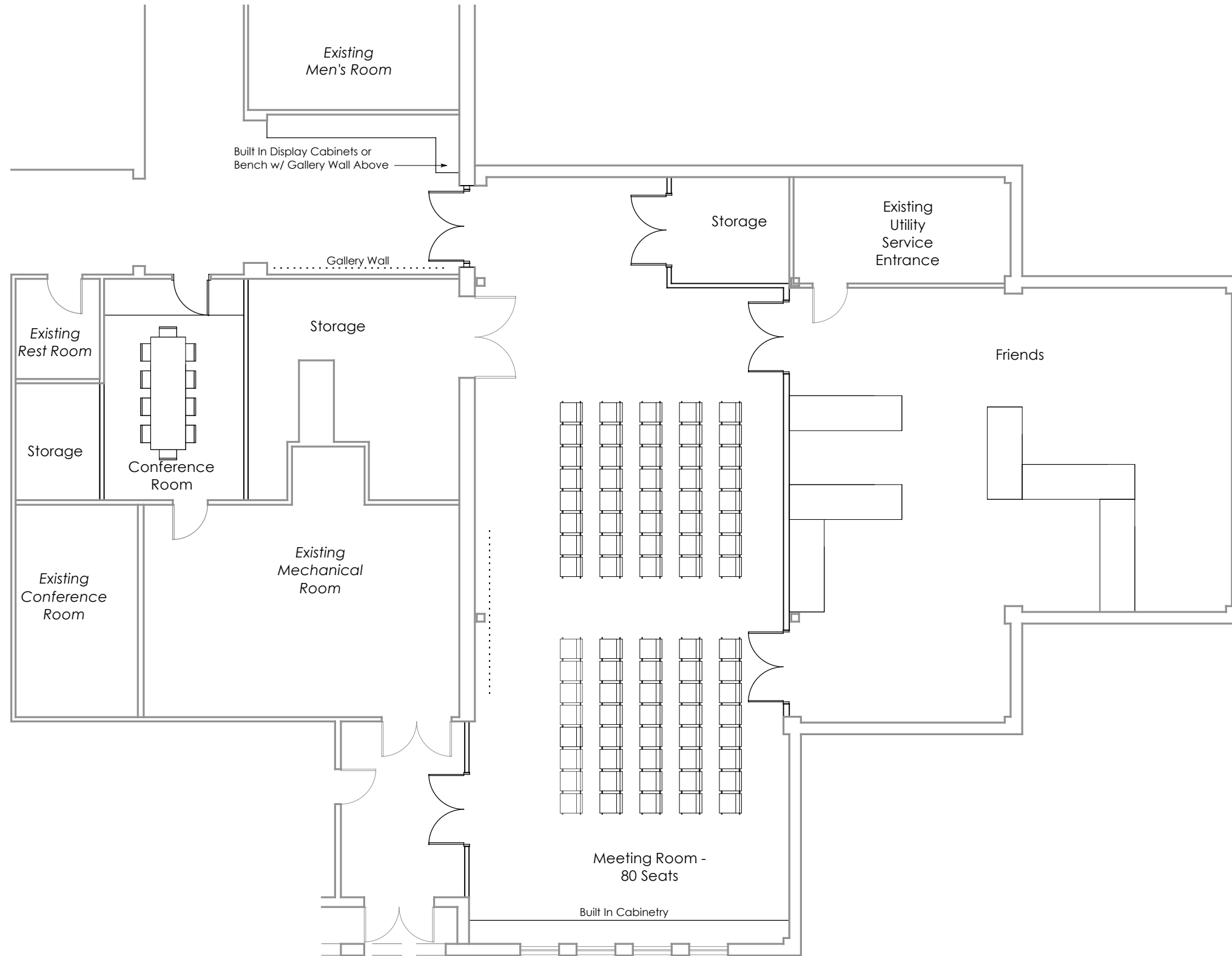
Panasonic AW-HE120KPJ Digital Robotic Camera

Ampetronic ILD500 Professional Loop Driver (6.4Amps)

Flat Copper & PWT Caution Tape

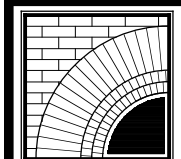
MSP Induction Loop Receiver with Headphones and Charging Battery Supply

Induction Loop Signage Kit



ISSUES and REVISIONS

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**BUTLER
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New York 12020

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**Lower Level Improvements
to the
Simsbury
Public Library**

CONSULTANT

STAMP

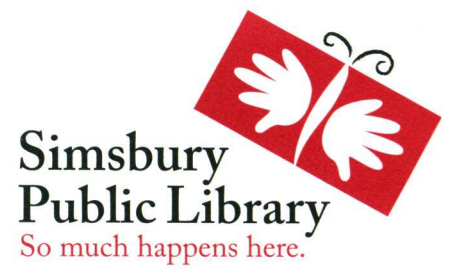


DWN. BY: MAB
SCALE: 1" = 1'-0"
JOB NO.: 16-39-28
DATE: 08/20/17

**PARTIAL
LOWER LEVEL
FLOOR PLAN**

TITLE

A100
DWG. NO.



August 22, 2017

To whom it may concern:

Simsbury Public Library's Strategic Plan (2017-2021) was adopted by the Library Board of Trustees at their regular meeting November 21, 2016. The Strategic Plan is scheduled for review in November 2017.

Simsbury Public Library's Technology Plan was adopted by the Library Board of Trustees at their regular meeting August 21, 2017.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Karim". The signature is written in a cursive style.

Lisa Karim
Library Director

Simsbury Library Building Program

a. Community Description

Simsbury, CT is a suburb of Hartford located in the Farmington Valley with a population of approximately 24,000 people. It is comprised of four distinct areas: Simsbury, West Simsbury, Weatogue, and Tariffville, each with its own heritage and flavor. Simsbury retains its small-town feel with an economy mainly supported by small businesses, and it has carefully balanced residential and commercial development with significant open-space and farmland preservation. The legacy of this careful planning and development is Simsbury's designation as the ninth-place spot on the list of "Best Places to Live in America" by Money Magazine in 2015.

Simsbury is a well-educated community which values educational excellence and lifelong learning opportunities. Simsbury High School's graduation rate is 94% and schools have consistently ranked near the top in state-wide mastery tests. The town is also home to numerous private schools and home-schooling families. At the other end of the age spectrum, forty-nine percent of Simsbury residents are over the age of 45, with sixteen percent of those over the age of 65. Residents of all ages are active and enjoy many types of outdoor recreation and cultural activities. The Town boasts beautiful green spaces, hiking and biking trails, access to the Farmington River as well as a first-rate cultural and performing arts center at Simsbury Meadows. Notably, Simsbury was the first community in Connecticut to receive a silver bike friendly designation.

Simsbury Public Library figures prominently in the future development of the town. The Town of Simsbury has developed a new Plan of Conservation and Development (POCD) with a public hearing scheduled for September 7, 2017 (The POCD is published on www.simsbury.ct-gov). One of the Plan's goals is to, "Guide future growth or change in Simsbury in ways that will promote places with a 'sense of place,' strengthen Simsbury Center...and other unique places, and maintain and enhance the character of the community." Its position on Hopmeadow Street makes the Simsbury Public Library a highly-visible anchor of Simsbury Center, and its in-demand programming and comfortable public spaces make it a cornerstone of the community. A 2017 survey that was conducted as part of preparing the POCD showed that residents support development that would enhance and strengthen Simsbury Center if improvements kept with the character of the Center. Since the Library is proposing to renovate existing interior space, the project is consistent with the POCD and will enhance the "livability" of the community by affording more activities that will draw people to the Center and to each other.

The Board of Trustees of the Simsbury Public Library adopted a new Strategic Plan in November 2016. The Strategic Plan, developed through community engagement and input, will help realize the economic and community development goals set forth in the POCD. The strategic goals the library will pursue include: celebrating diversity with both cultural and intergenerational awareness; offering a comfortable and safe place for

patrons, with awareness of both physical and on-line safety; satisfying curiosity for lifelong learners; helping patrons know the community resources and services available to them; supporting successful commercial and nonprofit enterprises; and helping patrons become informed citizens of the local, national and world communities. Progress toward these goals will be reviewed annually by the library's Board of Trustees, which will enable them to identify any resources that staff requires to achieve these goals.

The residential aspect of Simsbury is on the threshold of significant change that will have a profound impact on library activities. Several major building projects have been approved since the last collection of census data and their impact is not included in the projected "flat" growth of residents. The more accurate, immediate information about Simsbury's anticipated demographics is contained in a detailed report published in January 2017 by the Town's Planning Department (www.simsbury.ct-gov). Simsbury has experienced significant activity associated with permitting and construction of new residential units (single family and rental) since 2012. The total number of housing units in town is anticipated to increase by 1,423 by 2023 from today's housing stock, and the population is likely to increase by almost 12% or 2,794 people during that timeframe. Not only will the town experience a larger population, new residents are likely to require different library services than existing members of the community since more than 1,000 of those units are rental apartments. These apartments are designed and marketed to attract single individuals and couples without children, also known as "Gen Y" and "empty-nesters." Simsbury has long been known as a family-friendly community but the amenities and services sought by residents that are not raising a family will differ from current offerings.

In pursuit of its strategic goals the primary resource that is currently needed at the library is additional flexible space for programs. As previously noted, the staff is filling programming spaces to capacity and with the anticipated increase of Gen Y patrons in the coming years it will truly be challenging to provide the full spectrum of programs to achieve a continuum of "lifelong learning." As noted, the Town Planner expects some of the new rental housing stock to be used by "empty nesters" who wish to stay in town without owning a home. In other words, the senior population is expected to stay stable and possibly expand in the coming years as members of the community choose to "age in place." The Simsbury Senior Center, an active and vibrant place, has been able to expand its offerings to seniors through partnership with the library and use of library space. Additional programming space will certainly help the Simsbury Public Library achieve its strategic goals, offering valuable educational services to community members of all ages.

b. Existing and Projected Services

The Simsbury Public Library serves more than 1,000 patrons every day and offers many programs and services including homebound delivery, a state-of-the-art computer

center, a museum pass program, an award-winning business resource center, teen programs, the Innovators' Workshop Makerspace, and many other 24/7 resources. Simsbury's original town-built library was erected in 1890 as part of the Town's center and it operated until the present library opened in 1985. The building evolved to its current state through a significant expansion and renovation in 2008, along with ongoing, smaller interior improvements and the completion of a teen space in 2016. In the year ending June 30, 2017, the library maintained a collection of 144,325 physical items, including print, audio, and video items, along with 58,174 digital items. The library offered the contents of 58 databases, circulated 353,044 items and handled almost 70,000 reference transactions. In addition to collections, the library held 1,697 in-person programs that served 57,857 people. A further testament to the library's value to the community is the fact that nearly 50% of the town's citizens hold a library card, which is well above the national average of 30% of the population in a given town.

Earlier this year two new activities highlighted both the need for more space and the community's thirst for additional programs. In April 2017 Simsbury's first Mini-Maker Faire attracted more than 3,200 visitors of all ages. By offering a wide array of activities the library provided a full day of educational and inspirational programs. Every room and public space inside the library was utilized, along with some outdoor activities. Once the proposed renovation is completed, a safe, easily accessible area will be available for large-scale programs and participation can grow further with the indoor/outdoor format.

The second large community program was run in partnership with the Simsbury Senior Center. The Summer Reading Program Community Kick off Celebration in June 2017 attracted more than 650 residents. This program was particularly successful in achieving one of the library's strategic goals, as it was a living example of "promoting intergenerational awareness" among community members. Inclement weather forced the events to move entirely indoors and again, the building was fully utilized accommodating this large crowd. The library has been actively developing program partnerships like the Summer Reading Program Kickoff that will leverage the resources of multiple community groups with the library's physical and intellectual resources, meaning that these larger-scaled activities can continue to increase as space allows.

Based on the POCD and the Simsbury Library's Strategic Plan, the library must be ready to meet the anticipated demand for program space. By renovating the basement, a new flexible program space within the library building will serve both large and small groups. This new space will allow the library, in addition to meeting its own programming needs, to accommodate the requests from community groups, businesses and government committees and commissions. Currently, most external requests are denied since the library's own activities and programs constantly occupy the current building spaces. There will also be added display areas that can be used by community groups, service organizations and the library itself. These displays will help the library

achieve its strategic goal of informing residents of services and resources that are available to them in the community.

One specific activity that is planned for the new space will be expanded Innovators' Workshop Makerspace opportunities. After only one year in operation the current room designated as the Makerspace is already inadequate as demand significantly exceeds its capacity. The rousingly successful Mini Maker Faire in April 2017 sparked further interest in "maker" activities in all age groups, especially among children, and the program could expand with more flexible use program space. During July 2017, the Library held its first Repair Café and it was clear that activity could also expand if space would allow. On a daily basis, there are routinely waiting lists for the Makerspace's resources and classes, indicating a very strong need for more capacity. In addition to obvious demand, it is important to note that these programs do not add much additional expense to the library's operating budget. A lovely characteristic of many "maker" programs is that the experts in various skill sets are volunteering their time to teach others. Existing library staff provide overall program management, but the actual content delivery comes at no additional cost to the library.

Accessibility is another great benefit of the proposed renovation. One feature will be direct exterior access to the new program space, allowing additional activities to occur outside of normal business hours. This exterior door will also provide easy access to outdoor programs and will make large-scale library activities very visible to the public. Another feature of the new space is that all of the listening equipment will be ADA compliant, assuring usability for those with hearing impairments.

As previously stated (many times), the library is functioning at capacity. New programs and resources cannot be added to fully meet the community's interests and the library staff strains to balance the many needs of various constituencies. A new, flexible area on the lower level would help fulfill the library's goal of truly becoming a center for lifelong learning and further support its role as the center of the community.

Simsbury Public Library Area Work Form

Library Area: New Conference Room, New Meeting Room, New Storage Closet and New Friends Book Sale Storage Room

Size: Conference Room: +/-19'x12'; Meeting Room: +/-66'x27'6"; Storage Closet: +/-10'x9'3"; Friends Books Sale Storage Room: +/-1240sf

Date: 08.10.2017

Occupancy: Conference Room: +/-10 - 12; Meeting Room: +/-80; Storage Closet: +/-0; Friends Books Sale Storage Room: +/-20 (anticipated)

Daily Uses: Library programs and activities, Town programs and events, Friends sorting and storage of book sale materials.

Architectural Features:

The Conference Room will be acoustically separated from the adjacent noise-producing spaces (Rest Room and Lobby) and will feature an acoustic ceiling system, carpet tile floor finish, and wood base and chair rail trims.

The Meeting Room will be a flexible program space featuring resilient flooring, built-in casework for program storage, an acoustic ceiling system, durable wall finishes, as well as table and chair storage so that the room can be arranged in a variety of table and chair configurations or vacant of all tables and chairs. The Meeting Room will also feature energy efficient LED light fixtures and controls for program specific light levels.

The Friends Book Sale Storage Room will be a flexible space for receiving, sorting and storing books and other media for the annual book sale. Features will include resilient flooring, an acoustic ceiling system, durable wall finishes, and energy efficient LED lighting.

Furnishings and Equipment:

Meeting Room Tables (30" x 60"): 12 Tilt & Store Table by Versteel, or equal.

Meeting Room Stackable Chairs: 80 Font Chairs by Source, or equal.

Meeting Room Cart for Stackable Chairs: 6 rolling carts by Source, or equal.

Dalite Cosmpolitan Electrol with VPI 16:9 Projection Screen, or equal.

Vivitek 1920x1080i 5500 Lumen Video Projector, or equal.

NEC NP2000 1024 x 768 Video Projector

Chief RPAU Projector Mount with Deck Mount

Projection Screen Mounting Kit

Extron MLC 62 RS D IR and RS-232 Control

Penton 6" In Ceiling Speakers

Roemtech Power Amplifier 55 Watt

Auxiliary HDMI and VGA with Audio to Projector Wiring Kits

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Symetrix ARC-2 Wall Controller

Oklahoma Sound Model 600 Lectern

Shure SLX 124/85/SM58 Combo Wireless System

Sony DVP SR510H DVD Player

POE Injector for Extron Wall Controller

Auxiliary HDMI and VGA with Audio to Projector Wiring Kits

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Shure Microflex Gooseneck MX418/C Microphone

On-Stage LED 102 2 LED Single Head Clip Light

Panasonic AW-HE120KPJ Digital Robotic Camera

Ampetronic ILD500 Professional Loop Driver (6.4 Amps)

Flat Copper & PWT Caution Tape

MSP Induction Loop Receiver with Headphones and Charging Battery Supply

Induction Loop Signage Kit

Proximity: The new Conference Room, and Meeting Room should be adjacent to the other public meeting spaces currently located along the Lobby space on the lower level of the facility, these spaces should also be proximate to exterior doors and public rest rooms. The Friends

Book Sale Storage Room need to be connected to the Meeting Room and have access to exterior doors and rest rooms.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

August 24, 2017

To whom it may concern:

The Town of Simsbury's current Plan of Conservation and Development was adopted October 9, 2007. The Town is in the process of updating the POCD with expected approval in Fall 2017 and is in compliance with the POCD requirements of Public Act 15-95.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Heavner", is written over a horizontal line.

Lisa L. Heavner
First Selectwoman

Section 9.

Grant Contract Language

The grantee will be required to sign a contract with State Library before signing with a building contractor or purchasing equipment or furniture. Find below the current contract template being used for municipal libraries. Association libraries can expect a lengthier contract document. Please read and refer to the contract when determining your legal obligations regarding construction grants.

STATE PUBLIC LIBRARY CONSTRUCTION GRANT CONTRACT FOR MUNICIPALITIES

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library" or "Grantor") and the _____ (hereinafter "Contractor" or "Grantee") pursuant to § 11-24c of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, CGS § 11-24c provides for state funds to assist in the construction, renovation, repair, and improvement of the physical public library facilities at the local level; and

WHEREAS, the State Library administers a grant program whereby libraries apply for state funded public library construction grants; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

1. The State Library hereby authorizes a grant for the amount not to exceed \$_____ (hereinafter "Grant Funds") for _____ project at the _____ Library (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds.
2. The Contractor shall proceed forthwith upon the signing of this Agreement with _____ project provided that sufficient local funds are approved and available to complete the entire project in accordance with said plans, specifications, and schedule or as hereafter changed with the approval of the State Library.
3. For projects that involve construction the Contractor has employed an architect and shall submit to the state detailed plans and specifications (including American Institute of Architects (AIA) Document A201, general conditions of the contract for construction intended to be used as one of the contract documents forming the construction contract).
4. The Contractor may, in writing, execute change orders in connection with this particular project with the written approval of the architect, but any individual change representing an increase or decrease in the cost of the project in excess of \$4,000 for projects under \$50,000, \$10,000 for projects between \$50,000 and \$100,000 and \$20,000 for projects over \$100,000 shall be approved in advance by the State Library.

STATE GRANT PROGRAM FOR PUBLIC LIBRARY CONSTRUCTION:
TIMETABLE AND GUIDELINES 2017-2018

5. The Contractor shall establish and maintain accounting procedures and supporting documents necessary to permit accurate and expeditious audit at any time during the construction, and all records pertaining to the project shall be maintained for a period of ten (10) years.

6. Upon request of the State Library, the Contractor shall submit copies of architect's and other inspection reports and such additional reports including payroll records as may be required by the State Library.

7. Payment to the Contractor under this contract is subject to receipt of state funds by the State Library. Once the funds become available, payment shall be made in accordance with the following pre-established schedule:

(a) Fifty percent (50%) of the grant upon submission of an Application for Payment, example attached hereto as Attachment A, and certification by the architect that work in place, services rendered, and equipment delivered and installed on the project represent not less than fifty percent (50%) of the total project value, i.e., of all construction, all equipment, etc. Documentation consists of AIA Documents G702 and G703, the architect's application and certification for payment, and invoices for expenses listed in the Budget Information section of the application as submitted to the State Library and which are not included in the AIA Documents G702 and G703.

(b) An additional forty percent (40%) of the grant in accordance with the same provisions when the architect certifies seventy-five percent (75%) completion; and,

(c) The final ten percent (10%) of the grant upon submission of an Application for Payment, the architect's certification of one hundred percent (100%) completion. In those cases where there may be a significant delay in certifying 100% completion, libraries may be eligible for their last payment when they have a certificate of occupancy for the entire affected library space and they can prove they have incurred costs that are at least _____ their grant award. In order for the Contractor to receive its final payment it shall also furnish the following to the State Library:

(1) The final AIA Documents G702 and G703 with "paid" written on the AIA document or payment voucher for final payment of the project.

(2) For projects of _____ or less, invoices for expenses listed in the Budget Information section under Project Cost Estimate in the application as submitted to the State Library excluding the expenses covered in the AIA documents G702 and G703.

(3) A Final Expenditure Report, example attached hereto as Attachment C.

(4) The Contractor expressly agrees and understands that the Application for Payment of the final ten percent (10%) of the grant and all required back-up documentation must be received by the State Library on or before the last day of this grant agreement before any final payment, if warranted, shall be made by the State Library. The failure to provide the Application for Payment and back-up documentation within the time required is an express waiver by the Contractor of any right to final payment under the grant.

(d) The Contractor may combine payment requests in one Application for Payment attached hereto as Attachment B.

8. The Contractor shall comply with, the requirements and provisions of CGS § 11-24c, the regulations thereunder, the State Grant Programs for Public Library Construction Timetable and Guidelines and the regulations thereunder, including the anti-discrimination requirements (Title VI, Civil Rights Act, 1964, Pub. L No. 88-352, § 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act) and the prevailing State Wage Requirements.

STATE GRANT PROGRAM FOR PUBLIC LIBRARY CONSTRUCTION:
TIMETABLE AND GUIDELINES 2017-2018

9. The Contractor shall employ adequate methods of obtaining competitive bids, pursuant to the Department of Administrative Services (DAS) Contractor Prequalification Program, prior to awarding the construction contract, and shall advertise in a newspaper having a substantial circulation in the municipality in which construction takes place (a trade journal does not qualify as a newspaper for this purpose) or advertise in the DAS Biznet State Contracting Portal.

(a) For a single construction contract with total cost under \$500,000. All construction contracts (including equipment procurement over \$10,000) shall be awarded to the lowest responsible and qualified bidder in open competitive bidding.

(b) For a single construction contract with total cost over \$500,000. All construction contracts for a construction projects which are funded in whole or in part with state funds shall be awarded to the lowest responsible and pre-qualified bidder described in CGS § 4b-92 in open competitive bidding. The Contractor will provide those contractors with a Performance Evaluation at 50% project completion and provide both contractor and DAS with a Performance Evaluation at 100% completion. The Contractor must indicate in the bid advertisement the classification(s) for which construction contractors are being sought. Example of bid advertisement can found on DAS Contractor Prequalification Program website. The DAS Prequalification Program must receive the final evaluation seventy (70) days after project completion.

10. The Contractor shall not sign a contract with a building contractor, purchase furniture, or begin work on a maintenance project (only applicable to "distressed municipalities" as defined by CGS § 32 9p(b)) until the Contractor and the State Librarian have signed this contract, and this contract has been approved by the Attorney General.

11. The building contractor who is selected to do the project shall provide a performance bond.

12. The Contractor shall comply with all applicable sections of the State and local building codes, where such codes are in force.

13. The Contractor shall follow the rules on construction of a public works project as established by the local municipality unless additional requirements are specifically required by Federal statutes, State statutes, or executive orders.

14. Indemnification.

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

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

STATE GRANT PROGRAM FOR PUBLIC LIBRARY CONSTRUCTION:
TIMETABLE AND GUIDELINES 2017-2018

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State Library prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State Library. The State Library shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State Library or the State is contributorily negligent.

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

15. Audit requirements.

(a) For State-funded grant contracts where the Contractor has or will receive \$300,000 or more in any State grant(s) during the Contractor's fiscal year, the following audit provision must be present:

Audit Requirements for State Grants. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(c) For purposes of this subsection, for State Grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in CGS§ 4-230.

16. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions, and shall make such refunds within thirty (30) days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.

STATE GRANT PROGRAM FOR PUBLIC LIBRARY CONSTRUCTION:
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17. If the final Application for Payment and back-up documentation reveals that the ultimate cost of the construction project for which this grant has been provided is less than the amount upon which the grant award was originally based (the grant award cannot exceed one _____ of the actual cost of the construction project) the amount of the grant award shall be reduced proportionately. If any funds must be returned, the Contractor shall send the refund, in the form of a bank or certified check, to the Connecticut State Library within thirty (30) days from notice in writing by the State Library, without the parties to this agreement entering into separate amendments or supplements to this Agreement.

18. When issuing statements, press releases, announcements of contract awards under the project, dedication programs and other documents or announcements describing this project, the Contractor shall state clearly that the library construction project is being paid for, in part, with state funds provided by the Connecticut State Library.

19. The Contractor expressly agrees and covenants that a proposed new, improved or expanded public library facility that is the subject of this contract shall be devoted to public library purposes for a period of not less than ten (10) years after completion of the construction project for which this grant has been provided or until the building outlives its usefulness. The Contractor further expressly agrees and covenants that, should a proposed new, improved or expanded public library facility be devoted to public library purposes for a period of less than ten (10) years after completion of the construction project or until the building outlives its usefulness, the contractor shall return the grant funds provided for herein on a prorated basis for every year less than ten (10) years after completion that the facility was not devoted to use as a public library.

20. Termination.

(a) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may terminate the contract whenever the State Library makes a written determination that such termination is in the best interests of the State. The State Library shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

(b) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

(1) Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the State Library sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State Library believes that the Contractor has not performed according to the contract, the State Library may withhold

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payment in whole or in part pending resolution of the performance issue, provided that the State Library notifies the Contractor in writing prior to the date that the payment would have been due.

(c) The State Library shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State Library for purposes of correspondence, or by hand delivery. Upon receiving the notice from the State Library, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all State Library all records. The records are deemed to be the property of the State Library and the Contractor shall deliver them to the State Library no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the State Library for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of termination from the State Library, the Contractor shall cease operations as the State Library directs in the notice, and take all actions that are necessary or appropriate, or that the State Library may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the State Library directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The State Library shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the State Library in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the State Library is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State Library, the Contractor shall assign to the State Library, or any replacement Contractor which the State Library designates, all subcontracts, purchase orders and other commitments, deliver to the State Library all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the State Library may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, the State Library may terminate the contract in accordance with its terms and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

(g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the State Library.

21. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the

STATE GRANT PROGRAM FOR PUBLIC LIBRARY CONSTRUCTION:
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State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

22. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

23. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that the State Library and the Attorney General of the State of Connecticut have approved this Agreement in writing.

24. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.

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

26. A Contractor receiving a grant of \$500,000 or more shall display a sign at the site during construction indicating that the project is funded, in part, with a grant from the State of Connecticut. An example will be furnished by the State Library.

27. Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

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(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

28. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1 81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

29. Whistleblower. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

30. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information

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Commission in accordance with the provisions of sections 1-205 and 1 206 of the Connecticut General Statutes.

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

32. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

33. State Library approved this grant on _____. Minutes of that meeting which are attached hereto as Attachment A and expressly made a part hereof.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** New Economic Development Task Force Recommendations

2. **Date of submission:** August 31, 2017

3. **Date of Board Meeting:** September 11, 2017

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):**
Kris Barnett, Chair of Economic Development Commission
Cell 860-424-6648 and email is kbarnett@bhhsne.com

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:
Provide a summary of the findings of the Economic Development Commission recommendations regarding the structure and goals of the New Economic Development Commission under the new Town Charter as requested by BOS members Lisa Heavener and Sean Askham

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.):**

SEE ATTACHED

7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**
NO FINANCIAL IMPACT

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:

Economic Development Commission recommendations for the New EDC in the new Town Charter

August 10, 2017

MEMORANDUM

From: Simsbury Economic Development Commission

To: Simsbury Board of Selectmen

Attention: Lisa Heavner and Sean Askham

Earlier this year the current Economic Development Commission (EDC) was asked by two members of the Simsbury Board of Selectmen ... Lisa Heavner and Sean Askham ... to prepare a recommendation pertaining to the establishment of a New Economic Development Commission (NEDC) in 2018 as required by the revised Town Charter.

The purpose of this memorandum is to summarize the current EDC's recommendations regarding the establishment of a NEDC by the Board of Selectmen that will be elected in November 2017 and seated shortly thereafter. This document contains 4 sections as follows:

- A. NEDC Duties and Responsibilities
- B. NEDC Plan of Organization and Operation
- C. NEDC Resource Requirements
- D. Suggested Economic Development Strategies

Sections A. and B. in this report are responsive to the task given to the EDC by Ms. Heavner and Mr. Askham. The EDC has decided to supplement the task by adding Sections C. and D. We feel that Section C. regarding NEDC Resource Requirements is especially important given the scope of duties and responsibilities that are being proposed.

SECTION A. ... PROPOSED NEDC DUTIES AND RESPONSIBILITIES

The EDC's proposals for NEDC duties and responsibilities are informed by the following: (a) state statute regarding the establishment of Economic Development Commissions in the State of Connecticut (Title 7; Chapter 97; Section 7-136); (b) a review of the Plan of Conservation and Development currently being prepared by town staff and the Planning Commission; and (c) the opinions of various members of the current Economic Development Commission as discussed in its meetings to date in 2017.

Our proposals with regard to NEDC duties and responsibilities are as follows:

1. Prepare a strategic plan for economic development in collaboration with the Board of Selectmen and other Boards and Commissions, and present it to the Board of Selectmen as soon as possible ... hopefully by mid-2018. This plan should provide strategic guidelines for economic development that is feasible and desirable for Simsbury. (mandated by the 2017 POCD)
2. Conduct economic development research to analyze economic conditions in and around Simsbury; and to assess economic resources that may be available to support new development as well as existing businesses in the town. (required by statute)

3. Co-ordinate and co-operate with organizations such as Main Street Partnership, Simsbury Historical Society, Simsbury Chamber of Commerce and Farmington Valley Visitors Association. (required by statute)
4. Make recommendations, consistent with the NEDC strategic plan, to officials and agencies in Simsbury, including the Town Manager, Board of Selectmen, Planning Commission, Tourism Committee, Design Review Board and Zoning Commission regarding actions intended to improve the town's economic condition. (required by statute)
5. Review new economic development projects with other boards and commissions, and advocate at local and state levels for strategically desirable projects that have potential to expand the town's grand list. (historical precedent)
6. Endeavor to assist and support economic developers in their attempts to initiate economic development projects in Simsbury. (historical precedent)
7. Co-operate with the Town Manager, staff groups and Main Street Partnership in the preparation and submission of grant applications that can support economic development activity. (seen as desirable by the current EDC)
8. Prepare and present an annual report of the NEDC's activities and recommendations to the Board of Selectmen; the Planning Commission and any other boards, committees and commissions that have an interest in economic development. (required by statute)

SECTION B. ... NEDC PLAN OF ORGANIZATION AND OPERATION

In order to develop recommendations regarding the organization of the NEDC, the current EDC conducted research regarding practices being utilized by towns in Connecticut that are similar in size and demographic make up to Simsbury. The EDC also used the experience of long serving current and former members of the existing EDC.

These recommendations are as follows:

Number of Members

We propose that there should be 7 members appointed by the Board of Selectmen to the NEDC. This recommendation is based on a review of EDC membership practices throughout Connecticut. Most towns similar to Simsbury have decided to have EDCs with between 5 and 7 members.

We suggest the higher number of 7 for the following reasons: (a) in order to take into account the possibility of meeting absences; (b) to provide opportunities for diversity in the membership; and (c) to ensure that there are enough members to do the work of the NEDC.

Term of Office

We suggest a 4 year term of office for members of the NEDC which would be consistent with terms for the majority of commissions in Simsbury. It may be difficult to recruit members for terms longer than 4 years, while shorter terms would not provide enough experience for new members to get up to speed.

Meeting Frequency

We suggest that the NEDC should meet 2 times monthly rather than the current EDC practice of meeting one time per month. This increase in number of meetings will allow the members more time to accomplish the work needed to fulfill the NEDC's more extensive list of duties and responsibilities.

Member Qualifications and Characteristics

We recommend that the members of the NEDC should have some or all of the following characteristics:

- Multiple years of business experience in small, medium and/or large organizations
- At least 5 years of residency in Simsbury
- Personal flexibility to attend weekday meetings in early morning or early evening
- At least one member of the Simsbury Chamber of Commerce
- At least one active member of the Main Street Partnership, preferably an officer of that group
- Willingness to accept special project responsibilities in addition to meeting attendance
- Previous experience in Planning and/or Zoning Boards and Commissions
- Multiple members who do not work full time
- At least one person with previous experience as chair of a board or commission

Political Affiliation of Members

We would urge the new Board of Selectmen to populate the NEDC with a politically balanced group of members. Specifically, we would suggest ... 2 Republicans; 2 Democrats; and 3 unaffiliated.

The Economic Development Role of the Town Manager and the First Selectperson

The job descriptions of the Town Manager and the First Selectperson are still under review by the Board of Selectmen, so we do not know if either of those positions will have codified responsibility for economic development activities. We do however propose the following ...

1. That the Town Manager job description should include specific language relating to economic development. At minimum we believe that the Town Manager should have a responsibility to assist the NEDC in its work, and be available to interact with developers who may want to do business in Simsbury, and with existing business owners in town.
2. That the First Selectperson's job description should include specific language relating to interaction and outreach with current and prospective new business owners and to support their efforts to maintain and strengthen their businesses in Simsbury.

The Role of the Main Street Partnership and FVVA

We strongly recommend that the NEDC should continue to have a close working relationship with the Simsbury Main Street Partnership and the Farmington Valley Visitors Association. This should involve active communications from time to time. However, we propose that the current practice of having the SMSP and FVVA doing monthly status reports should be changed to brief bi-monthly reports. This will result in more time for the NEDC to deal with its expanded duties and responsibilities.

SECTION C. ... NEDC RESOURCE REQUIREMENTS

We are unable to be specific about the resources required for the NEDC to do its work, but in general we believe the NEDC will need dedicated resources above and beyond its membership. This is because the duties and responsibilities that have been proposed for the NEDC are extensive and well beyond the capabilities of the commission itself, given that most of its members will have full time jobs and family responsibilities as well.

To give a perspective on this, here is a summary of the duties and responsibilities proposed by the EDC for the NEDC, most of which are mandated by state statute on by the new Plan of Conservation and Development ... see Section A. above for more details:

1. Prepare a Strategic Plan in collaboration with other boards and commissions
2. Conduct Economic Development Research needed to inform a Strategic Plan
3. Co-ordinate Activities of, and co-operate with, other relevant boards and commissions
4. Make recommendations for economic development
5. Review assist and support new economic development projects
6. Advocate for relevant economic development issues at the local and state level
7. Participate with state and regional agencies to foster economic development in Simsbury
8. Prepare and present an annual report of the EDC's activities and recommendations

Accordingly, it seems clear that the current financial and human resources available to the current EDC will be inadequate for the NEDC, since the responsibilities of the NEDC are significantly greater in number and complexity than the responsibilities of the previous Economic Development Commissions. And so, we suggest that the new Board of Selectmen should consider providing the following resources for the NECD during the first year of its existence ...

1. A staff person (0.25 FTE) dedicated to the work of the NECD.
2. Budget for an Economic Development consultant to assist in development of a strategic plan.
3. Continuation of funds earmarked to support the Simsbury Main Street Partnership

SECTION D. ... SUGGESTED ECONOMIC DEVELOPMENT STRATEGIES

The EDC was not asked to provide suggestions regarding economic development strategies, but we do feel strongly that a set of agreed upon strategies must be in place to guide innovative work on economic development. These or other strategies should be codified in the Simsbury Economic Development Strategic Plan mentioned in Section A. above. To the best of our knowledge neither the Board of Selectmen nor previous Economic Development Commissions have ever developed a strategic plan for economic development. It is long past time to do so ... and in fact this task is mandated by the new Plan for Conservation and Development.

And so ... the current EDC takes this opportunity to suggest several strategic directions for economic development in Simsbury. They are as follows:

1. Ensure that dedicated human and financial resources are provided to the NEDC. If Simsbury wishes to accelerate its economic development activity and seriously build the Grand List, we believe that dedicated human and financial resources must be provided. Volunteer resources are unlikely to produce an improvement in economic development in the town.

2. Give top priority to the development of an Economic Development Strategic Plan. To our knowledge this has never been done and would provide a necessary framework for Economic Development activity. Ideally, this would be done using the services of an experienced strategic planning consultant. But if adequate financial resources are not available to fund a consultant, then at least 2 of the members of the NEDC should have experience with strategic planning and be willing to assist the town in developing a plan using volunteer resources.
3. Study Economic Development Success Models in Towns Similar to Simsbury. This can be done with the assistance of the Connecticut Economic Resource Center (CERC) and perhaps through the use of specialized consultants and/or volunteer members of the NEDC
4. Focus on “Target Sectors” consistent with the Economic Development Strategic Plan. Preparation of this plan should be a top priority of the NEDC, and it should include a detailed section on types of economic development make the most sense for The Town of Simsbury, and which are preferred target sectors based on input from Citizens at Large, Boards & Commissions, The Chamber of Commerce and The Main Street Partnership.
5. Take note of Economic Development Guidance embedded in the new POCD. The new Plan of Conservation and Development includes two important relevant tasks as follows: (a) Seek grants that will support economic development efforts; and (b) Participate with state and regional economic development agencies to foster economic development in Simsbury.
6. Ensure that the NEDC is tasked with the responsibility to report on an annual basis to the Board of Selectmen. This will increase the probability that the NEDC will be action oriented with a sense of responsibility to produce tangible economic development results.

This concludes our report. We assume this will be passed along to the new Board of Selectmen that will be elected in November for their consideration when they establish and populate the NEDC.

Submitted by:

Kristen C. Barnett
Chair – Simsbury Economic Development Commission
On Behalf of the Commissioners:

David C. Balboni
Mark H. Brady
Jay Devivo
Maura Ann Fitzgerald-Mocchie
Thomas E. Frank
Evelyn M. Golden
David M. Moore



Town of Simsbury

933 HOPMEADOW STREET, SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Authorization to Apply for and Acceptance of Targeted Grant
FY 2018-Historic Documents Preservation Program

2. **Date of submission:** September 6, 2017

3. **Date of Board Meeting:** September 11, 2017

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

Ericka L. Butler, Town Clerk

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

Authorize the First Selectwoman to designate the Town Clerk as the agent for making the Application for the Targeted Grant FY 2018-Historic Documents Preservation Program, as well as accept the Grant when awarded.

6. **Summary of Submission**

Each year the Town Clerk has an opportunity to apply for the Historic Documents Preservation Program Grant. In the attached application and narrative, you will see that we are expecting to receive \$4,000 which will be used towards purchasing and installing additional shelving units to a system that was installed in 2013. An additional mobile unit will be added to the track, as well as a fixed shelving unit. Currently, our shelves are full of records that need to be retained permanently, so we are in need of extra storage space for our land record books and other permanent records. The fixed shelving unit will be replacing an outdated unit that only has storage on one side, and does not meet our storage needs. The new unit will also include map drawers built into it, which we are also in need of. The system also gives us the ability to add more map drawers in the future when needed.

7. Financial Impact

Funding for this project will be provided by the grant (\$4,000) and the Town Clerk's Special Revenue Fund (\$6,884.46). Dupont Systems, Berlin, CT will be installing the units. The Finance Director has confirmed that Dupont Systems is on the State Bid List and that prices match the list.

8. Description of documents included with submission

Attached is the completed application (waiting on signatures) along with the narrative and proposal to accompany the application.

APPLICATION
TARGETED GRANT FY 2018
 Historic Documents Preservation Program
 Connecticut Municipalities
 GP-001 (rev. 1/2017)



STATE OF CONNECTICUT
 Connecticut State Library
 PUBLIC RECORDS ADMINISTRATOR
 231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at ctstatelibrary.org/publicrecords/hdpp

Name of Municipality: **Town of Simsbury**

Name of Municipal CEO: **Lisa L. Heavner** **Title:** **First Selectwoman**

Phone with Area Code: 860-658-3230

Email: lheavner@simsbury-ct.gov

Name of Town Clerk: **Ericka L. Butler** **Title:** **Town Clerk**

Phone with Area Code: 860-658-3261

Email: ebutler@simsbury-ct.gov **Check if Designated Applicant:**

TC Mailing Address: 933 Hopmeadow Street, Simsbury, CT 06070

MCEO Address if Different: (same)

Grant Application Deadline: Cycle 1: April 30, 2017 Cycle 2: September 30, 2017

Grant Contract Period: The contract period begins after July 1, 2017 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2018.

Maximum Grant Allowed:

\$4,000	Small Municipality	Population less than 25,000
\$5,000	Medium Municipality	Population between 25,000 and 99,999
\$7,500	Large Municipality	Population of 100,000 or greater

Amount Requested: \$ 4,000

Grant Category(ies):

<input type="checkbox"/> Inventory and Planning	<input type="checkbox"/> Organization and Indexing
<input type="checkbox"/> Program Development	<input checked="" type="checkbox"/> Storage and Facilities
<input type="checkbox"/> Preservation/Conservation	

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$ 4,000	\$ 6,884.46	\$ 10,884.46
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
4. Town Personnel Costs (Total cost for all town personnel)	¹ \$	² \$	\$
5. Other (Please specify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 4,000	\$ 6,884.46	\$ 10,884.46

¹ Base pay only for personnel hired directly by the municipality for the grant project. Consultant/vendor costs should be listed on Line 1.

² Personnel taxes, benefits and any overtime must be paid by the municipality.

Narrative Page & Supporting Documentation

- Answer on an attached page, numbering the answers for questions 1 through 3; and question 4 if required.
 - If applying for more than one project, questions 1 through 3 must address each project separately; for example, number the answers 1a and 1b, 2a and 2b, 3a and 3b.
 - Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.
1. **Describe the project.** State what will be done and why. For records projects, identify the specific records involved, including volume numbers and date range.
 2. **Identify the vendors or town personnel; and project timeframe.** For consultants/vendors, identify the company and the timeframe for completing the work. For town personnel to be paid with grant funds, follow the instructions provided on Page 12 of the *Grant Guidelines*.
 3. **State what the municipality hopes to accomplish.** Explain how the project will impact the records, the office and/or the municipality.
 4. **Provide a detailed budget.** Show the project expenses included under each line item (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs); and show the split between grant and local funds where applicable. If applying for only one project with one vendor, you may **omit** this question.
 5. **Attach supporting documentation.** For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

Designation of Town Clerk as Applicant

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Ericka L. Butler, the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

Lisa L. Heavner, First Selectwoman

Name and Title of MCEO

Certification of the Application

This section must be signed by the applicant.

If the Town Clerk is designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2018 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

Date (must be same as or later than above date)

Ericka L. Butler, Town Clerk

Name and Title of Applicant

For State Library Use Only

Grant Disposition: Approved Denied

Grant Award: \$ _____

Grant Number: _____ - _____ - _____

Signature of Public Records Administrator

Date

Narrative

Describe the project:

1. In 2013, the Simsbury Town Clerk's Office contracted with Dupont Storage Systems to install a mobile shelving system. There is room to add additional shelving units to this system. With this grant and additional local funds, Dupont will be adding an additional mobile unit to the track, as well as a fixed shelving unit. Currently, our shelves are full of records that need to be retained permanently, so we are in need of extra storage space for our land record books and other permanent records. The fixed shelving unit will be replacing an outdated unit that only has storage on one side, and does not meet our storage needs. The new unit will also include map drawers built into it, which we are also in need of. The system also gives us the ability to add more map drawers in the future when needed.

Identify the vendors or town personnel:

2. Dupont Storage Systems, 17 Canoe Birch Court, Berlin, CT 06037 will be completing the above described work by the end of June, 2018.

State what the municipality hopes to accomplish:

3. Completing the above project will provide the Simsbury Town Clerk's Office with more efficient storage space for its vault. With limited space to house ever-growing permanent records, it is important to make the most of the space that is available. It is also important to store the Town's permanent records in an organized, systematic, and secure manner in order to locate records more easily and efficiently, and to help preserve them for years to come. The additional storage units that we will be adding will help the Town Clerk's Office continue to do this.



8/24/2017

Ericka Butler
Simsbury Town Hall
933 Hopmeadow Street
Simsbury, CT 06070



Dear Ericka,

Thanks for the continued support and the time you spent with me reviewing your vault. We have completed the design with the system with the special features you requested to meet the needs of storing your highly valued material. I am pleased to present the proposal for the system we discussed.

Below is the pricing detail for the items we will be supplying your town:

Vault Shelving System Option 1

Mobile Shelving with Carriages & Track

Shelving (1) A units @ 42"L x 32"D x 77.75"H two sided (4 openings & 4 map drawers)

Shelving (2) C units @ 36"L x 32"D x 77.75"H two sided (6-7 openings)

Color: #25 Gray Sky

Relocate center table 12" over

Project Price: \$5,805.65

Vault Shelving System Option2

Same as above and:

Shelving (3) D units @ 42/36"L x 30"D x 73.25"H two sided (5 openings)

Project Price: \$10,884.46

Prices include equipment, freight, delivery and assembly. Work to be done during normal working hours. We look forward to working with you on this project and servicing all your storage needs. Please contact me @ 203-206-1958 at any time.

Sincerely,

Ronald Keith
Dupont Storage Systems



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Darren Cunningham – Appointment to Board of Ethics

2. **Date of submission:** September 7, 2017

3. **Date of Board Meeting:** September 11, 2017

4. **Individual or Entity making the submission**
Simsbury Republican Town Committee

5. **Action requested of the Board of Selectmen**
Approve appointment of Darren Cunningham to Board of Ethics to replace Tom Rechen

6. **Summary of Submission**
Appointment: Darren Cunningham, 199 Farms Village Rd, West Simsbury, 06092
Board: Ethics
Party: R
Effective: 09/11/2017
Full Term of Office: till 1/01/2021

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.):**
Letter from Rob Heagney, SRTC Chair

Simsbury Republicans

First Selectman Lisa Heavner and
Member of the Simsbury Board of Selectmen,
Re: Appointment to the Simsbury Board of Ethics

The Simsbury Republican Town Committee voted to recommend the Appointment of Darren Cunningham to the Simsbury Ethics Board to fill the vacancy created by the resignation of Thomas Rechen from said board. The RTC respectfully requests this appointment be made immediately.

Respectfully Yours,

Rob Heagney

Robert W. Heagney

Chairman

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:03 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Cheryl Cook, Michael Paine, Christopher Kelly, and Elaine Lang. Absent was Sean Askham. Others in attendance included Tom Roy, Director of Public Works; Sean Kimball, Director of Finance/Treasurer; Melissa Appleby, Deputy Director of Administrative Services; Senator Kevin Witkos; State Representative John Hampton; Jeff Shea, Town Engineer; Thomas Cooke, Director of Administrative Services; and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Ms. Heavner spoke about the upsetting and disturbing incident in Charlottesville, Virginia. She read a quote from Nelson Mandela.

PUBLIC AUDIENCE

Joe Pozzato, 16 County Road, spoke about his opposition to the solar farm proposal. He wants Simsbury to stand strong against this project. He said there is beautiful land there that could be developed for the Town.

April Pozzato, 16 County Road, spoke about her opposition to the solar farm proposal also. She said this will also affect her two sons and they don't want them there either. She is also worried about the health hazards of solar panels.

Christine Kilbourne-James, Hoskins Road, spoke about the ramifications the proposed solar farm would have on the Town. She isn't against solar, but doesn't think this is the place for such a huge solar farm.

Alan Koslow, an energy/environmental attorney who represents a number of residents, said he is also against this proposed project. He said he would work with the Town to stop this project at this location.

Steven Sutton, 45 Berkshire Way, spoke about the scope and size of the proposed solar farm. He said it will interfere with the quality of life in this residential area.

Steve Angeloff, 42 Berkshire Way, said this proposal goes against the character of the Town. He urged everyone to make a call to the State and express their concerns.

Joan Coe, 26 Whitcomb Drive, spoke about the Blues Concert, Board of Ethics, Simsbury Farms Golf Course, professional management, the proposed solar farm, shared parking between Eno and Fiddler's, and other issues.

Chris Barnett, 15 Oxshire Drive, also spoke about the proposed solar farms. She spoke about the plan of development for Simsbury and the current zoning regulations and how they are used.

Jessica Parise, 102 North Saddle Ridge Drive, spoke about the proposed solar farm being on prime agricultural land. She said the 100,000 panels on 35 acres of land would definitely change the character of the Town. She also spoke about property values.

Liz Schlanski, 44 Berkshire Way, spoke about the proposed chain-link fence that is being proposed for this solar project. She is not against solar, but is against it in this area.

Laura Nigro, 4 Kilbourne Farms, wants the Town to make a decision on this project. The placement of the project is the issue and the size. The residents need the Board's help to keep this project from this area in Simsbury.

Ed Carroll, 28 Garden Street, also spoke about the solar issue. He feels if this property is going to be drilled for this solar project, there will be a bigger issue as there are chemicals there. He urged the Board and residents to say no to this proposal.

Linda Low, 8 Kilbourne Road, thanked the Board for all their hard work on the solar issue. She feels a more in depth review needs to be done on this property. She also spoke about Senate bill 943.

Robert Kalechman, 971 Hopmeadow Street, spoke about the proposed solar farm and getting an attorney to help fight against it. He also spoke about corruption and the three-day festival being approved.

Jason Polayes asked that the Board and Deepwater share as much as they know with the residents. He wants to know what the demands of the Town would be on this project. He wants what is best for Simsbury if this project goes forward.

PRESENTATIONS

- **GFOA Certificate of Achievement – Sean Kimball, Director of Finance/Treasurer**

Mr. Kimball said this is the 18th year that the Town has received this GFOA Certificate of Achievement for excellent financial reporting.

- **Quarterly Financials Update – Sean Kimball, Director of Finance/Treasurer**

Mr. Kimball said they are still rapping-up fiscal 2017 adjustments and transfers. He gave the Board pre-audit numbers and gave some highlights. He said the Board will be about \$166,000 under budget. He said revenues on Building Department fees were down quite a bit this year. He also went through the Simsbury Farms Special Revenue Fund. The Board of Education numbers are not final yet. Mr. Kimball said the Town's General Fund should finish the year at approximately \$11,635,000 or 12.4% of the approved fiscal year 2017 budget. The State budget

has still not been decided for this year. Mr. Kimball said he is confident they have planned properly for the fiscal year 2018 budget.

• **State Budget Update – Representative John Hampton & Senator Kevin Witkos**

Representative Hampton said it has been 45+days without a State budget. He said there are five budgets out there right now to look at. Hopefully there will be a session on September 11th.

Senator Witkos spoke about the SEABAC Agreement. He thinks the motor vehicle mil rate will go back up to 37. There were some closings being looked at. The Senate Republicans are going back to draft a budget based on the passage of the SEABAC agreement. He doesn't see a budget passing until the end of September. They will keep the Town informed.

Ms. Heavner said time is of the essence so the Town can complete their budget process as well.

• **State Water Plan – Representative John Hampton**

Representative Hampton spoke about UConn diverting water from the Farmington River. He said there will most likely be a Public Hearing in Simsbury in September or October on the Water Plan. He said this issue will be taken up in the State in their February session.

FIRST SELECTWOMAN'S REPORT

The First Selectwoman reviewed her report, which is part of the agenda packet.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Lang made a motion to approve tax refunds in the amount of \$32,877.05 as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed.

Mr. Paine recused himself.

b) Authorize the First Selectwoman to enter into an agreement for shared parking and other services between Eno Hall and Fiddler's Green subject to approval by Town Counsel

Ms. Heavner said the Town and Fiddler's Green have been working together for over a decade to address challenges associated with limited parking and relatively tight sites.

Mr. Roy said there is an opportunity for both facilities to benefit from a shared parking/services arrangement for the most use for each site to rarely compete with each other. He went through the arrangement which will increase the efficiency of all resources and provide better

management for both properties and to serve as a model for other downtown facilities. It’s all about communication.

Ms. Cook made a motion to authorize the First Selectwoman to enter into an agreement, prepared by Town Counsel, for shared parking and other services between Eno Hall and Fiddler’s Green as outlined in the attached memo. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Paine returned to the meeting.

c) Approve Resolution delegating oversight of Simsbury Farms Pool and Rink Improvements Project Phase 2 to the Public Building Committee

Ms. Heavner said at the Referendum in June 2017, voters approved improvements to the Simsbury Farms Pool and Rink Facility in the amount of \$950,000.00. Under the provision of Section 612 of the Simsbury Town Charter, the project is recommended to be assigned to the Simsbury Public Building Committee.

Mr. Shea said the Building Committee is doing some informal work on this project as it is more complex than Phase 1. There is a tight timeline for getting the project underway. They have contracted an architect and spoken to a contractor about this project.

Mr. Paine made a motion “Resolved, that, in accordance with Section 612 of the Simsbury Town Charter, as amended, the Board of Selectmen hereby charges the Public Building Committee with the responsibility for carrying out the design and construction oversight for the Simsbury Farms Pool and Rink Improvements – Phase 2 project.” Ms. Lang seconded the motion. All were in favor and the motion passed.

d) Approve Resolution delegating oversight of the Eno Memorial Hall Renovations Project to the Public Building Committee

Ms. Cook, liaison to Aging and Disability, said they are asking to be involved with this project to discuss ADA regulations. Mr. Shea will make sure they get all the information on this project.

Ms. Lang made a motion “Resolved, that, in accordance with Section 612 of the Simsbury Town Charter, as amended, the Board of Selectmen hereby charges the Public Building Committee with the responsibility for carrying out the design and construction oversight for the Eno Memorial Hall Renovations project.” Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Authorize Town Staff to Negotiate Construction with Simscroft-Echo Farms, Inc. for Town Forest Park improvements

Ms. Heavner said the Capital Improvements Budget of FY 16 allocated \$145,000.00 for improvements to Town Forest Park. This is for the first phase of improvements consistent with the Ethel Walker Woods Master Plan.

Mr. Shea said eight bids were received. They did sit down with the lowest bidder and changed some materials and aspects of the bid for better savings. He said the reductions still posed good value. They don't think it would be productive to go back to bid at this time.

Ms. Cook made a motion to authorize staff to negotiate a contract with Simscroft-Echo Farms, Inc. for a reduced scope of work and associated cost for the Town Forest Park project. Ms. Lang seconded the motion. All were in favor and the motion passed.

f) Simsbury Public Library State Construction Grant:

- 1) Adoption of a resolution empowering the First Selectwoman to file an application for a State Public Library Construction Grant for the lower level remodeling project of the Simsbury Public Library.**

- 2) Adoption of a resolution that if the Town of Simsbury is awarded a State Public Library Construction Grant for the Simsbury Public Library in support of the lower level remodeling project that the Town of Simsbury will have local matching funds to place within three (3) years of the grant approval date, and intends to initiate this project within eighteen (18) months following State Bond Commission approval of the grant award.**

Ms. Heavner said this project was discussed in the budget process involving State and Town monies.

Lisa Karim, Library Director, said they are working under the impression that the Public Library State Construction Grants will still be available.

Ms. Cook made a motion “RESOLVED, that the Town of Simsbury’s First Selectwoman, Lisa L. Heavner, is empowered to apply for a State Public Library Construction Grant for the Lower Level Remodeling Project of the Simsbury Public Library (the “Project”); and

FURTHER RESOLVED, that in the event the Town of Simsbury is awarded a State Public Library Construction Grant for the Project, the Town of Simsbury will have local matching funds in place within three (3) year of the grant approval date and will initiate the Project within eighteen (18) months following State Bond Commission approval on the grant award.

IN WITNESS, THEREOF, the undersigned has affixed her signature and the corporate seal of the Town of Simsbury this 14th day of August 2017.

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

g) Approve Eno Hall Auditorium Waiver of Fee in the amount of \$1,000 for Farmington Valley Symphony Orchestra event on December 16, 2017

Ms. Heavner said the Farmington Valley Symphony Orchestra is asking that the Board waive the rental fee only for their Family Holiday Pops Concert.

Mike Galluzzo, President of the Farmington Valley Symphony Orchestra Board, said they reserved Eno Memorial Hall to conduct a concert on December 16, 2017. They are a non-profit organization and they are asking for the rental fee to be waived for their event.

Mr. Roy said they would still pay for custodial fees.

Ms. Lang made a motion to waive the Rental fee for Eno Hall for the Farmington Valley Symphony Orchestra event on December 16, 2017, excluding the custodian fees. Mr. Kelly seconded the motion. All were in favor and the motion passed.

h) Update of Deepwater Wind Proposed Solar Project and Possible Action

Ms. Heavner gave an update on the Deepwater Wind proposed Solar Project. She said this Board has not decided if they are for or against this project. She feels everyone is concerned about this proposed project and there is a lot of information out there that needs to be looked in to. More information is also needed. She urged everyone to get as much information as they can.

If the project goes through, the Town wants to be sure that the best is done for the Town including the landscaping, etc. at the project site. There will be several meetings on this issue in September. The Siting Council is also trying to be very informative.

Ms. Heavner said the Town did file an extension of the discovery period, which is still pending. The Department of Agriculture has also filed an extension of the discovery period.

There was a lot of discussion on this issue, but no action was taken at this time. The Board will have to make their decision within the next few weeks. A special meeting will be held for this.

i) Discussion of possible Mission Statement Letter to the Simsbury Performing Arts Center, Inc. and Possible Action

Ms. Heavner said the Performing Arts Center, Inc. is working on their Mission Statement. This will come before this Board for approval.

Ms. Heavner said there should be a liaison from this Board to their Board. This will help with their decision making.

Everyone was in agreement that a letter be sent to the Performing Arts Center, Inc. Board on their Mission Statement ideas. No action was taken at this time.

OTHER BUSINESS

There was no Other Business at this time.

APPOINTMENTS AND RESIGNATIONS

a) Acknowledge the resignation of Thomas Rechen (R) as a regular member of the Board of Ethics effective August 7, 2017

Ms. Cook made a motion to acknowledge the resignation of Thomas Rechen as a regular member of the Board of Ethics effective August 7, 2017 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Acknowledge the resignation of William Butler (R) as a regular member of the Clean Energy Task Force effective August 4, 2017

Mr. Paine made a motion to acknowledge the resignation of William Butler as a regular member of the Clean Energy Task Force effective August 4, 2017 with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed

REVIEW OF MINUTES

Special Meeting of July 27, 2017

Mr. Paine made a motion to approve the Special Meeting Minutes of July 27, 2017 with correction on page 1. (last paragraph under, First Selectwoman’s Report, to correct Frist to First). Ms. Lang seconded the motion. All were in favor and the motion passed.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel:

a. Approval of Director of Community and Social Services Job Description

Mr. Kelly made a motion to approve the revised Director of Community and Social Services job description. Ms. Cook seconded the motion. All were in favor and the motion passed.

Mr. Kelly noted that this job description had not been changed since 1990 and the new description defines the role in totality.

Mr. Kelly gave an update on the Town Manager process. The consulting firm has received a “pool” of candidates. They will be asked to respond to an essay question. He said the

Committee will be interviewing candidates on October 19th. There are some options on hiring a candidate.

Ms. Cook said Aging and Disabilities will be sponsoring “Picnic in the Park” on August 26th at St. Catherine of Siena Church. This event is free to all.

Ms. Heavner noted that there will be a ribbon cutting ceremony at the Silverman Group on September 11th.

ADJOURN

Ms. Lang made a motion to adjourn at 8:58 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Sincerely,
Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 6:02 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Michael Paine, Christopher Kelly, and Elaine Lang. Others in attendance included: Thomas Cooke, Director of Administrative Services; Melissa Appleby, Deputy Director of Administrative Services; James Rabbitt, Director of Planning and Community Development; Mohamed Razzaq, UConn Intern, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Kris Barnett, 15 Ox Yoke Drive, spoke about the Deepwater Wind Solar Project. She is against this proposed project and said she attended the meeting of the Council on Environmental Quality in Hartford. The Town is considered as part of the Farmington Valley Fly Way, which should also be considered when discussing this project.

Attorney Alan Kosloff, attorney for some residents who oppose the Deepwater Wind Solar Project, said he filed an application for party status which he forwarded to the Board. He said they did receive an expert report and will give the information to the Board after it is reviewed.

Joan Coe, 26 Whitcomb Drive, spoke about the Performing Arts Center concerts, volunteers in the community, taxes, the Town Manager position, curling at the International Skating Rink and other issues.

Laura Nigro, 4 Kilbourne Farms, spoke about the proposed solar project. She spoke about the low water on the property and obtaining a DEEP permit. She said Congressional approval is also a significant issue.

Linda Low, 8 Kilbourne Road, also spoke about the proposed solar project. She said DEEP should be very concerned about possible flooding on this property. She also attended the meeting in Hartford and there are a lot of issues that should be further discussed.

Dave Ryan, President of the Performing Arts Center, 20 Westledge Road, reported that the 2 Left Feet Blues Festival was a great event. It was very well organized and well done. He said the next concert will be “Echoes of Sinatra” and then “Septemberfest.”

Dianne Treacy, 40 Berkshire Way, thanked the Board of Selectmen and staff for their effort and time that they have put into the Deepwater Wind Solar Project. She doesn't feel that Connecticut will receive any benefit from this proposed project.

Robert Kalechman, 971 Hopmeadow Street, said he was confused about why the First Selectwoman said there are a lot of volunteers in Town. He feels people volunteer because they want power and not serve the Town. There needs to be better reporting, even if they are a 501c(3) organization.

Bob Duguay, 15 Nod Brook Drive, said he feels the Town is very well run. He complimented the Town work crews that worked on his road and said it was all under good management. He also spoke on the issue of negotiating contracts and salary increases.

Joe Treacy, 40 Berkshire Way, thanked everyone for their thoroughness on the proposed solar project. He explained a possible water problem on this aquafer property.

PRESENTATIONS

There were no presentations at this time.

FIRST SELECTWOMAN’S REPORT

There was no First Selectwoman’s Report at this time.

SELECTMEN ACTION

a) Approve Tax Refunds

Mr. Kelly made a motion to approve tax refunds in the amount of \$9,156.35 as requested and approved by the Tax Collector. Ms. Lang seconded the motion. All were in favor and the motion passed.

b) Discussion and Action regarding the Town’s position connection with the Deepwater Wind Solar Proposal

Ms. Heavner went through her draft Siting Council submission.

Ms. Heavner said the Town opposes the Deepwater Wind Solar Petition No. 1313 as proposed and takes the following positions:

1. The Siting Council should use the highest level of review possible.
2. Petition No. 1313 lack sufficient information and data for the Siting Council to issue a decision at this time.
3. If the Petition is approved by the Siting Council, the project should be reduced in scope to lessen the impact on abutters and the public including the removal of the parcel located on the southern side of Hoskins; proposed visual “buffering” and landscaping should be improved and based on visual elements characteristic of and already existing in Simsbury; and historical landmarks which define the character of Simsbury including the view-shed and the residence at 85 Hoskins Road and tobacco barns located on the project site should be preserved.
4. A more robust financial support and decommissioning package is needed to ensure that environmental benefits and project oversight are guaranteed.

Ms. Heavner said she thinks the Siting Council will grant the extension. There is a procedural hearing of the Siting Council on Thursday that she will be attending.

The other Board members felt that this draft was a good representation of all of the issues brought up by the Boards and Commissions as well as public comments on this issue. They understand that this testimony will change in accordance with updates on this issue.

Mr. Rabbitt went over some possible water issues and how the solar panel poles would be installed on the proposed site.

Mr. Askham made a motion to endorse the draft testimony and Town’s position on the Deepwater Wind Solar Proposal. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Consideration and Action on Request for Approval of the Tentative Agreements between the Town of Simsbury and CSEA Contracts and for Authorization of the First Selectwoman to Execute the Collective Bargaining Agreements as Modified

Ms. Heavner went through the tentative agreement wage increases for FY 2018 and FY 2019. She said the estimates do not factor in the impact of anticipated retirements, which will significantly decrease the total financial impact for both years.

Mr. Cooke said the Town and CSEA did reach these agreements in 2015 for a four-year period. He spoke about the Affordable Care Act’s “Cadillac Tax” provisions which were expected to take effect in 2018. Given the uncertain financial impact of this “Cadillac Tax” the Town and CSEA included a “re-opener” to negotiate wages and health insurance benefits, essentially building in flexibility to respond to Affordable Care Act changes.

Mr. Askham made a motion to approve the Agreement between the Town of Simsbury and each of the three bargaining units represented by CSEA, Service Employees International Union Local 2001 as proposed. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Appoint a member of the Board of Selectmen for the Director of Community and Social Services Position Interviews

Mr. Paine made a motion to appoint Cheryl Cook, from the Board of Selectmen, for the Director of Community and Social Services Position interviews. Ms. Lang seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Askham made a motion to adjourn at 7:23 p.m. Ms. Lang seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk