

Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

Watch Board of Selectmen meetings **LIVE** and rebroadcast on Comcast Channel 96, on Frontier Channel 99 and LIVE streamed or on-demand at www.simsburytv.org

SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – November 27, 2017 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- Proclamation – Marguerite Carnell
- Proclamation – David Coolidge
- Doing Business in Simsbury & Entrepreneurship – Sarah Loudenslager, Business Resource Center Coordinator
- Permitting Overview & Guide – Melissa Appleby, Deputy Director of Administrative Services & James Rabbitt, Director of Planning & Community Development

FIRST SELECTWOMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Authorize the First Selectwoman to Execute the Contract with Make Media for the 2018 Simsbury Mini Maker Faire
- c) Approve Revision to Acceptable Use Policy
- d) Approve the draft 2017 Local EMS Plan
- e) Set Public Hearing Date of January 8, 2018 at 6:00 p.m. for proposed Water Shortage Ordinance

OTHER BUSINESS

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

APPOINTMENTS AND RESIGNATIONS

- a) Appoint Lori Coppinger (D) as a regular member of the Culture, Parks & Recreation Commission with an expiration date of January 1, 2022

REVIEW OF MINUTES

- a) Regular Meeting of November 13, 2017
- b) Special Meeting of November 16, 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

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** November 20, 2017
3. **Date of Board Meeting:** November 27, 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 **\$ 14,646.01.**

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 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
Total 2015		\$0.00	\$0.00	\$0.00	\$0.00
List 2016					
Alvarez Bernhard	16-3-50370	\$59.67	\$1.92		\$61.59
Bloomfield Donald	16-3-51614	\$108.03	\$3.48		\$111.51
Burnham Connor	16-3-52328	\$135.44	\$4.37		\$139.81
CAB East LLC	16-3-52443	\$168.70	\$5.44		\$174.14
Cerny Benjamin	16-3-52982	\$607.60	\$19.60		\$627.20
Chalder Glenn	16-3-52997	\$310.31	\$10.01		\$320.32
Daimler Trust	16-3-54199	\$222.05	\$7.16		\$229.21
Daimler Trust	16-3-54211	\$696.97	\$22.48		\$719.45
Dell Lynn	16-3-54472	\$1,154.13	\$37.23		\$1,191.36
Dowd Brian	16-3-54915	\$268.15	\$8.65		\$276.80
Doyle Christopher	16-3-54943	\$110.05	\$3.55		\$113.60
Emerson Andrew	16-3-55563	\$296.36	\$9.56		\$305.92
Filipone Daniel	16-3-56001	\$286.53	\$9.24		\$295.77
Financial Ser Veh Trust	16-3-56035	\$259.22	\$8.36		\$267.58
Financial Ser Veh Trust	16-3-56066	\$604.78	\$19.51		\$624.29
Hayes John	16-3-58001	\$223.32	\$7.20		\$230.52
Honda Lease Trust	16-3-58528	\$147.40	\$4.75		\$152.15
Honda Lease Trust	16-3-58543	\$178.68	\$5.76		\$184.44
Honda Lease Trust	16-3-58553	\$245.86	\$7.93		\$253.79
Honda Lease Trust	16-3-58583	\$225.80	\$7.28		\$233.08
Honda Lease Trust	16-3-58589	\$327.67	\$10.57		\$338.24
Honda Lease Trust	16-3-58605	\$34.81	\$1.12		\$35.93
Jacob Sara	16-3-59117	\$59.21	\$1.91		\$61.12
JP Morgan Chase	16-3-59543	\$207.23	\$6.68		\$213.91
JP Morgan Chase	16-3-59557	\$227.35	\$7.33		\$234.68
Maglieri Gregory	16-3-61629	\$1,138.54	\$36.73		\$1,175.27
Matteo Edward	16-3-62056	\$29.82	\$0.96		\$30.78
Meredith Nelson	16-3-62629	\$74.65	\$2.41		\$77.06
Miranda Mario	16-3-62876	\$62.34	\$2.01		\$64.35
Morgan Michael	16-3-63110	\$555.46	\$17.92		\$573.38
Nissan Infiniti LT	16-3-63721	\$496.31	\$16.01		\$512.32
Nissan Infiniti LT	16-3-63829	\$333.44	\$10.76		\$344.20
Nissan Infiniti LT	16-3-63849	\$333.44	\$10.76		\$344.20
Nissan Infiniti LT	16-3-63863	\$343.70	\$11.09		\$354.79
O'Donnell Susan	16-3-64069	\$209.50	\$6.76		\$216.26

Palmer Michael M	16-3-64381	\$38.35	\$1.24		\$39.59
Patrone Timothy	16-3-64592	\$316.97	\$10.22		\$327.19
Penney Angela M	16-3-64722	\$139.96	\$4.51		\$144.47
Reynolds Kate	16-3-65697	\$82.49	\$2.66		\$85.15
Robucci Cheryl	16-3-65947	\$114.92	\$3.71		\$118.63
Schulz Philip	16-3-66880	\$119.63	\$3.86		\$123.49
Scully Ieka	16-3-66960	\$36.89	\$1.19		\$38.08
Sharbaugh Jeffrey	16-3-67134	\$213.19	\$6.88		\$220.07
Shaw John	16-3-67156	\$583.05	\$18.81		\$601.86
Street Plus Inc	16-3-68209	\$25.30	\$0.82		\$26.12
Toyota Lease Trust	16-3-69101	\$356.65	\$11.50		\$368.15
Toyota Motor Credit	16-3-69135	\$691.30	\$22.30		\$713.60
Vault Trust	16-3-69547	\$35.80	\$1.15		\$36.95
Vault Trust	16-3-69565	\$350.21	\$11.30		\$361.51
Verdecchia Hope	16-3-69679	\$63.27	\$2.04		\$65.31
VW Credit Leasing	16-3-69828	\$90.52	\$2.92		\$93.44
Whitney David	16-3-70411	\$123.04	\$3.97		\$127.01
Wilson Catherine	16-3-70569	\$20.65	\$0.67		\$21.32
Zalucki Robert J Jr	16-3-70907	\$424.00	\$0.00		\$424.00
Putnam Cheryl	16-3-71135	\$87.30	\$2.82		\$90.12
					\$0.00
					\$0.00
Total 2016		\$14,656.01	\$459.07	\$0.00	\$15,115.08
TOTAL 2014		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2015		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2016		\$14,656.01	\$459.07	\$0.00	\$15,115.08
					\$15,115.08
TOTAL ALL YEARS		\$14,656.01	\$459.07	\$0.00	\$15,115.08



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933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Simsbury Mini Maker Faire 2018 Contract
2. **Date of submission:** 11/13/17
3. **Date of Board Meeting:** 11/27/17
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:
Authorize the First Selectwoman to sign the contract with Make Media for the 2018 Simsbury Mini Maker Faire
6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):
The 2nd Annual Simsbury Mini Maker Faire will be held May 5, 2018 10am-4pm at the Simsbury Public Library. The Library is once again collaborating with Simsbury Main St partnership on this event.

The Simsbury Mini Maker Faire is funded through a gift from the Friends of the Simsbury Public Library, which will be accepted by the Library Board of Trustees at their November 20th 2017 meeting, as well as sponsorships and in-kind support from local organizations and businesses.

The Make Media contract for the Simsbury Mini Maker Faire has been reviewed and approved by counsel October 18, 2017.

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:

Letter from Town Counsel

Maker Faire 2018 Agreement is attached



 MERITAS LAW FIRMS WORLDWIDE

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

October 18, 2017

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

Re: "Maker Faire" Trademark License Agreement

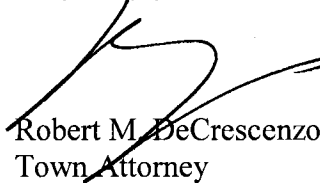
Dear Tom:

You have asked me to review the draft contract between the Town and Maker Faire for an event to be held at the Town Library in May, 2018. Please note that the contract is subject to California law. The minimum fee is \$1,500 payable thirty days after the event.

The contract is essentially the same document approved for the 2017 Maker's Faire. The changes are limited to adjustments in the business terms of the contract.

Assuming the revised business terms are acceptable, the contract is approved as to form for execution by the First Selectman or Finance Director.

Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm

Updike, Kelly & Spellacy, P.C.

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1682365

**“MAKER FAIRE” Trademark License Agreement
(Eventbrite)**

This Maker Faire Trademark License Agreement (“Agreement”) is made as of September 28, 2017 (“Effective Date”), by and between **Simsbury Public Library**, a local government entity, whose address is 725 Hopmeadow St. Simsbury, CT 06070 (“Licensee” or “you”), and **Maker Media, Inc.**, a Delaware Corporation, located at 1700 Montgomery Street, Suite 240, San Francisco, CA 94111 (“Maker Media”, “we” or “us”).

1. **Background.** As publisher of *Make*® magazine and producer of *Maker Faire*® events, Maker Media owns the MAKER FAIRE trademark. You have requested that we grant you a license to use the *Maker Faire* trademark for an event you are organizing, and we have agreed to do so, subject to the terms and conditions set forth herein.

2. **Definitions.** The following terms, when used herein with initial capitalization, will have the meanings set forth below:

“**Approval Materials**” means those materials related to Licensee Event set forth on Exhibit B, that require Maker Media’s prior written approval.

“**Identity Guidelines**” means the booklet entitled “Mini Maker Faire Identity Guidelines” provided to you by Maker Media.

“**Licensee Event**” means the community makers event, titled ***Simsbury Mini Maker Faire*** produced by you and held in Simsbury, CT on May 5, 2018.

“**Licensee Event Logo**” means the logo using the Maker Faire trademark and provided to you by Maker Media for use solely in connection with Licensee Event.

“**License Fee**” means the fee in the amount of \$0.25 per attendee payable by you for use of the Mark in connection with each Licensee Event, with a minimum, non-refundable fee of \$1500 for the 2018 event.

“**Marks**” means the trademarks created and owned by Maker Media that are depicted in Exhibit A.

“**Mark Usage Guidelines**” means the guidelines governing the use of the Marks as more particularly set forth in Exhibit B.

“**Website**” means the web presence dedicated exclusively to Licensee Event, operated by you and associated with the url located at simsbury.makerfaire.com.

3. **Grant of License.** We hereby grant you a non-exclusive, non-transferable, revocable license to use the Marks according to the Mark Usage Guidelines and other conditions herein, and solely in connection with the production and promotion of the Licensee Event. This license contained in this Agreement is limited solely to Licensee Event and includes uses of the Marks in connection with tangible and on-line promotional, advertising and marketing materials in connection with Licensee Event. For the avoidance of doubt, this license excludes (i) any merchandise other than promotional items bearing the Marks (such as tee-shirts, hats, lanyards) for distribution solely in connection with Licensee Event, and (ii) any future events produced by Licensee.

4. **License Fee Payment.**

Licensee will not charge for admission tickets to the Licensee Event unless otherwise agreed by Maker Media in writing.

Licensee shall pay the License Fee in accordance with the following schedule: A payment of \$1500 is due within 30 days after the Effective Date. No later than 5 business days after Licensee Event date, you will deliver to Maker Media an accounting specifying the number of event attendees, and no later than 30 days after each Licensee Event date, deliver to Maker Media the remaining share of Licensee Fee amount due.

All Licensee Fee payments shall be made in U.S. dollars without any deduction for any taxes (including any VAT taxes) due to taxing authorities on such payments, which shall be your sole responsibility to pay, except for U.S. state and federal taxes on Maker Media’s net income, which shall be Maker Media’s responsibility to pay.

5. **Mark Usage & Approval.** You agree that you will use the Marks in strict compliance with the Mark Usage Guidelines attached in Exhibit B and with the Identity Guidelines, and you will not use the Marks for any purpose other than as expressly set forth in this agreement without our prior written approval. You will obtain our prior approval on all Approval Materials described in Exhibit B before they are printed or distributed in connection with the Licensee Event. Maker Media will have a minimum of three (3) business days to review and approve any Approval Materials that you submit. If you have not received written approval or disapproval within that three (3) business day period, you will provide written notice (email to suffice) to makerfaireglobal@makermedia.com that Maker Media has an additional two (2) business days from receipt of such notice to respond with approval or disapproval. If no response is provided by makerfaireglobal@makermedia.com within the 2 day period, the submission will be deemed approved. Should Maker Media disprove any submission, you may resubmit revised Approval Materials for review under the same terms. In the event that we determine, in our reasonable discretion, that the resubmitted Approval Materials do not meet our quality standards or are not in strict compliance with the Mark Usage Guidelines requirements, we may revoke this license by providing you with written notice to that effect.

6. **Quality Control.** The Licensee Event will reasonably comply with the direction and guidelines outlined in the Maker Faire Playbook provided to you by Maker Media and will be of a quality level (a) that provides an attendee and maker experience equal to or greater than that of other events of comparable size produced under the Trademarks and (b) consistent with or exceeding standards established by Licensor, in its reasonable discretion.

7. **Licensee Responsibilities.** You agree as follows:

- a. You will be responsible for all resources, equipment, staff, lodging, food, or other materials necessary or required for Licensee Event; we will not be responsible or liable for providing you with any resources, personnel or materials other than any online resources made available by us on our Maker Faire website.
- b. You will use the Licensee Event Logo provided by us solely in connection with the Licensee Event and in accordance with the Mark Usage Guidelines, and you agree not to make any changes to such logo without our prior written approval, which we may withhold in our sole discretion.
- c. You will include on the Website and in Licensee Event promotional materials the acknowledgment contained in Exhibit B, Section 2(e).
- d. You will not charge non-commercial makers/exhibitors (i.e. exhibitors who do not sell a product) any fee for participation.
- e. If requested, You will provide Maker Media with up to twenty (20) weekend passes to each Licensee Event.
- f. You will utilize the Global Maker Faire website platform as the primary Event Website (which is provided by and hosted by Maker Media), and utilize the Maker Media Call for Makers platform to collect Event participant data.
- g. If we request one at least one month in advance of the Licensee Event, you will reserve a minimum 20'x20' booth for us at the Licensee Event, complete with hard wired Internet ethernet drop and electrical power.
- h. Before you contact any national or multi-national companies to be sponsors for each Licensee Event, you will submit, for our review, a list of those companies you would like to approach via our Sponsor Target List Info Intake Form ("Sponsor Target List") located at <http://bit.ly/MiniMFSponsorTargetList>. You agree not to contact any national or multi-national companies for sponsorship before submitting your completed Sponsor Target List, except for sponsors you have contacted in connection with prior Licensee Events conducted by you. If you want to add more sponsorship targets after you have submitted your initial Sponsor Target List, you will need to complete and submit a new Sponsor Target List before contacting such additional sponsors. You acknowledge that we also have the right to solicit sponsors in accordance with the provisions of paragraph 8. You shall fulfill the responsibilities for Maker Media-solicited sponsorships that are described in the document at <http://bit.ly/1iQra5h>.
- i. You will provide us with a sponsor acknowledgement by providing a link on the Website to www.makezine.com, and by displaying the *Make:* magazine logo with your highest level sponsors on the Website and in any marketing materials for Licensee Event. You will also place on the Website promotional offers or other advertisements (as may be provided by Maker Media) for *Make:* magazine, Global partners and *Make:* special programs.
- j. Within 30 (thirty) days after completion of Event, you will complete the Producers' Post Event Survey provided to you by Maker Media.
- k. You will collaborate with us in customizing surveys and, within 5 business days after completion of Licensee Event, you will distribute such surveys to Licensee Event attendees and makers.

- l. You agree to provide workflow and mechanism for attendee email collection at point of both online and in-person attendee ticket purchase. Within 5 (five) days after completion of Licensee Event and to the extent permitted by law, you will provide us with the list of attendees (including email addresses), and makers who participated in Licensee Event (including maker's name, email, phone, mailing address and zip code, website url, exhibit name and description with exhibit name and description translated into the English language if not in English)), as well as any mailing lists you may have collected in connection with Licensee Event. All data must be delivered in spreadsheet form.
- m. You will use Eventbrite ("EB") as your sole ticket sales service provider for Licensee Event, and you agree that your use of EB event management tools through EB's website (www.eventbrite.com) (the "EB Site") is subject to the following:
 - You will access the EB Site as a sub-user of Maker Media's account with EB. Maker Media will create an event for Licensee Event and will invite you to join the event so you can fill in and maintain the Licensee Event page. You will be required to provide us with a completed W9 Form or W8-BEN Form before we can create an event on the EB Site for Licensee Event. You will use the EB Site in accordance with EB's Terms of Services located at <http://www.eventbrite.com/tos/organizers>, as may be amended or revised from time to time.
 - You acknowledge and agree that EB will charge service fees as set forth in the "Eventbrite Pricing" attached hereto as Exhibit D and incorporated by reference herein, and that all payments of Licensee Event registration fees will be made directly to you by EB via the method and to the payment address elected by you on the EB Site.
- n. Within 30 (thirty) days after completion of Licensee Event, you will provide us with (1) links with download rights to all audio, audio-visual and photographed material created or commissioned by you in connection with Licensee Event ("Documentary Material"), as well as (2) .jpg files of any logos created by you or on your behalf in connection with Licensee Event ("Secondary Graphic Logos"). You will provide the foregoing in accordance with instructions provided by us, along with a representation that you have appropriate licenses for us to use the Documentary Material and Secondary Graphic Logos as provided herein and, if we request them, copies of such licenses. You hereby grant to us a worldwide, perpetual right and license to use, reproduce, publicly perform and display the Documentary Material and Secondary Graphic Logos for marketing, promotional, and editorial purposes (e.g. when Maker Media or a third party is writing about or reporting on Maker Faires), and you represent that you have all rights and licenses necessary to provide the foregoing grant.
- o. You may not use any email address or other personally identifiable information (together, "PID") procured in connection with the Licensee Event: (i) in violation of your published privacy policy (if any) or applicable law, or (ii) for any purpose not related to the Licensee Event unless the owner of such PID has explicitly opted in to join any unrelated mailing list(s).

8. **Sponsorships for the Event.** You agree to utilize but are not limited to the basic sponsorship pricing levels provided to you by Maker Media described in the document at <https://goo.gl/bO5iyY>. Maker Media shall have the right, but not the obligation, to secure sponsorships for Licensee Events at any time up to two (2) weeks in advance of the Licensee Event. Maker Media will promptly notify Licensee of such sponsors and any Licensee responsibilities for the same. In the event any Maker Media procured or proposed sponsorship conflicts with pre-existing commitments of Licensee (e.g. an exclusive vendor), Licensee will promptly so notify Maker Media and the parties will mutually agree to a resolution that does not interfere with any pre-existing Licensee business arrangements. Maker Media will retain sixty percent (60%) of gross revenue derived from such sponsorships. Within ninety (90) days after the Licensee Event, Maker Media will pay Licensee's forty percent (40%) share of the gross revenue from such sponsorships, provided that Licensee has fulfilled the responsibilities for such sponsors as described at <http://bit.ly/1iQra5h>.

9. **Ownership of the Marks.** You acknowledge our sole ownership of the Marks and all associated goodwill. We retain all right, title, and interest in and to the Marks, and except as expressly set forth herein, you are granted no interest in the Marks. You agree and warrant that (i) all goodwill arising from use of the Marks under this Agreement will inure to our sole benefit; (ii) you will not use the Marks in any manner that will diminish or otherwise damage our goodwill in the Marks, or our reputation; (iii) you will not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, or other designation that violates our rights in the Marks, including using "Maker Faire," "Make:," where such use could reasonably be construed as (1) denoting an event of similar scope or focus and (2) implying endorsement or sponsorship by Maker Media. We shall have the sole right to initiate and control any maintenance, enforcement or other action concerning the Marks, and whether or not to do so shall be in our sole discretion.

10. **Domain Name Registration; Social Media Accounts.** During the term of this Agreement, subject to our prior written approval, you may register and own, at your expense, the top level or national domain name

set forth in Section 2, provided that the Website associated with such domain name focuses exclusively on the Licensee Events and the Website is approved in accordance with Section 5 above. Upon termination of this Agreement for breach in accordance with Section 11, you will promptly discontinue the Website and any social media accounts devoted to the Licensee Event and transfer ownership of the domain name and accounts to us. Upon expiration of the Agreement, you will retain the right to maintain the Website and social media accounts for a period of thirty (30) days after Licensee Event; thereafter, you will, if we so request, discontinue use of the Website and social media accounts and transfer to us ownership of the domain name and social media accounts (subject to the social media providers' terms of service). In the absence of any such request, you may maintain the website, domain name, and social media accounts at your expense in accordance with the provisions of this Agreement, and you will notify us in writing prior to cancelling, deleting, or allowing the domain registration to lapse or non-renew.

11. **Term and Termination.** Unless earlier terminated under this Section 11, the term of this Agreement will start on the Effective Date and will expire on the earlier of: (1) 90 days after the Licensee Event is held or (2) fourteen months from the Effective date if no Licensee Event is held during such fourteen months. In the event that you fail to secure our approval of any Approval Materials pursuant to Section 5, we may revoke this license upon written notice to you. In such event, this Agreement will terminate immediately and you will be prohibited from using the Marks in connection with Licensee Event. In the event that you breach any of your material obligations under this Agreement and you fail to cure such breach within ten (10) days (except for misuse of any Mark, which shall have a cure period of three (3) days) after receipt of our written notice thereof, this Agreement will terminate. Upon termination or expiration of this Agreement, you will promptly cease all use of the Marks and you agree not to use "Maker" or "Make:" in the name of any subsequent event. Sections 10, 11, 12, 13, 14, 16 and 16 shall survive termination of this Agreement. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

12. **Infringement.** You will promptly notify us of any actual or suspected infringement of the Marks that comes to your attention. As between you and us, we shall have the sole right to determine what steps, if any, shall be taken with respect to any such actual or suspected infringement.

13. **Warranty.** We warrant that we have full and exclusive right and power to enter into and grant the license hereunder; we are the owner of the Marks; and your use of the Marks as expressly authorized herein will not infringe any proprietary right of any third party. You warrant that you will use the Marks solely in connection with Licensee Events and in accordance with the Mark Usage Guidelines; you will comply in all material respects with this Agreement, and with all laws and regulations relating or pertaining to the advertising, promotion, and production of Licensee Event and your obligations hereunder; and you have full power and authority to enter into this Agreement and perform all obligations under it.

14. **Insurance.** You agree to maintain, at your expense and in your name, sufficient insurance to cover liability for bodily injury, property damage, death, product liability and advertising injury arising out of your activities related to each Licensee Event. Each policy must contain a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) in the aggregate. You agree to provide us with a certificate of insurance evidencing such coverage and naming Maker Media, Inc., 1700 Montgomery Street, Suite 240, San Francisco, CA 94111, as an additional insured no later than 30 days prior to Licensee Event.

15. **Waiver of Liability & Indemnification.** You agree to assume full responsibility for any and all injuries or damages you may sustain or cause others to sustain in connection with Licensee Events, and to indemnify, defend and hold harmless Maker Media and its agents, affiliates, assigns and employees ("Released Parties) from and against any liability arising from such injuries or damages. You further agree to indemnify us and any of the Released Parties, and agree to hold each of us harmless from any loss, liability, damage, cost, or expense (including reasonable counsel fees), to the extent arising out of any claims or suits which may be brought or made against us by reason of (i) your violation of copyright, trademark or other proprietary right of any third party in connection with Licensee Event, (ii) any unauthorized use of the Marks, and (iii) your use of the EB Site in connection with Licensee Event and/or your failure to use the EB Site in accordance with the EB Terms of Service, and (iv) your breach of any of the terms of this Agreement.. We will indemnify and hold you harmless from any loss, liability, damage, cost, or expense (including reasonable counsel fees) arising out of any claims or suits which may be brought or made against you by reason of a material breach of any of our warranties or representations in this Agreement, provided that you give us prompt written notice of any such claim or suit and full control, cooperation, and assistance relative to its defense.

16. **General Provisions.**

- a. All notices and other communications required or contemplated under this Agreement shall be in writing and shall be delivered either by (i) personal delivery, (ii) expedited messenger service, (iii) postage prepaid return receipt requested certified mail, or (iv) email, confirmed by any of the foregoing methods, to the addresses and number set forth at the beginning of this Agreement, or such other address as the intended recipient previously shall have designated by written notice. All notices and other communications required or contemplated by the Agreement shall be effective on the date of actual receipt.
- b. This Agreement does not constitute a partnership or joint venture between you and us. Neither party has any right to obligate or bind the other party in any manner whatsoever, except as expressly provided.
- c. You shall not sell, transfer, assign, or sublicense any of your rights under this Agreement, unless you obtain our prior written consent. Any change in the ownership or control of your company will be deemed a transfer requiring Maker Media's consent. This Agreement shall bind the parties and shall inure to the benefit of the parties and their respective successors and assigns.
- d. Any waiver or modification of any term or condition of this Agreement must be in writing and signed by both you and us. This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to the use of the Marks in connection with Licensee Event and supersedes any prior or contemporaneous communications, representations or agreements, whether written or oral, with respect thereto. This Agreement includes all of the accompanying exhibits, which are incorporated into it by this reference
- e. California law will be applied to any interpretation or enforcement of this Agreement, without regard to its conflicts of law provisions. Any dispute relating to this Agreement will be submitted to mediation where the Licensee is located prior to the institution of any litigation unless a party is seeking a temporary restraining order or injunction, in which case, mediation is not necessary. If a party fails to respond to, or declines, a mediation request within (30) days after a written request by the other party, the party seeking mediation may file suit. The parties agree that any litigation relating to this agreement may only be held in the United States District Court for the Northern District of California or California State Court in San Francisco and both parties submit to the jurisdiction of such courts.
- f. Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

MAKER MEDIA, INC.

LICENSEE: _____

By (Sign)

By (Sign)

Name (Print)

Name (Print)

Title

Title

Attachments:

- Exhibit A: The Marks
- Exhibit B: Approval Materials & Mark Usage Guidelines
- Exhibit C: About Page
- Exhibit D: Eventbrite Pricing

Exhibit A

THE MARKS



EXHIBIT B

APPROVAL MATERIALS & MARK USAGE GUIDELINES

1. **Approval Materials.** Approval Materials consist of the following, and must be submitted to Maker Media prior to any use or publication, in accordance with the instructions provided in the Identity Guidelines:

Any on-line and tangible promotional, advertising or marketing material related to Licensee Event utilizing the Mark, including without limitation, the Website, press releases, flyers, programs, etc. For the avoidance of doubt, Maker Media's approval of the Website does not extend to blog posts, community comments, etc.

Any promotional items (such as tee-shirts, hats, lanyards, etc.) utilizing the Mark which Licensee may produce and distribute at Licensee Event.

2. **Mark Usage Guidelines**

- a) The Marks may be used solely on and in connection with the development, production, and promotion of Licensee Event under this Agreement.
- b) Licensee shall not use the Marks in association with any third-party or Licensee trademarks in a manner that might create potential confusion as to ownership of the Marks.
- c) The Marks may not be included in any non-Maker Media trade name, business name, domain name (except as expressly permitted in the Agreement), product or service name, logo, trade dress, design, slogan, or other trademark.
- d) The Marks may only be used as provided by Maker Media, as described below and in the Identity Guidelines:
 - a. Except for size, the Marks may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
 - b. The Marks may not be combined with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
 - c. Each Mark must stand alone, except when used in text non-headline uses. Except for such in text non-headline uses, a minimum amount of empty space must surround the Mark separating it from any other object, such as type, photography, borders, edges, and so on.
 - d. Each Mark shall include the appropriate TM and/or ® symbol(s) in accordance with Maker Media's instructions.
- e) The Marks shall be attributed to Maker Media. The Website, the program guide and any press releases for Licensee Event must include the following: ***“Simsbury Mini Maker Faire is independently organized and operated under license from Maker Media, Inc.”***.
- f) All usage of the Marks must comply with the Identity Guidelines provided by Maker Media.

EXHIBIT C

ABOUT TEXT

About Maker Faire:

[Maker Faire](#) is the Greatest Show (and Tell) on Earth—a family-friendly showcase of invention, creativity and resourcefulness, and a celebration of the Maker Movement. It’s a place where people show what they are making, and share what they are learning.

Makers range from tech enthusiasts to crafters to homesteaders to scientists to garage tinkerers. They are of all ages and backgrounds. The aim of Maker Faire is to entertain, inform, connect and grow this community.

The original Maker Faire event was held in San Mateo, CA and in 2016 celebrated its eleventh annual show with some 1200+ makers and 150,000 people in attendance. World Maker Faire New York, the other flagship event, has grown in five years to 900+ makers and 90,000 attendees. Forty other larger scale Maker Faires occur in cities around the world—Detroit, Atlanta, Berlin, Paris, Rome, Tokyo, and Shenzhen to name a few— and over 150 community-driven, independently organized Mini Maker Faires are now being produced [around the United States and the world](#).

About Make: Magazine:

[Make:](#) is the first magazine devoted entirely to Do-It-Yourself (DIY) technology projects. Make: unites, inspires, informs, and entertains a growing community of resourceful people who undertake amazing projects in their backyards, basements, and garages. Make: celebrates your right to tweak, hack, and bend any technology to your will. Download a free issue [here](#).

Besides the magazine and the faire, Make is:

- a vital online stream of news and projects, blog.makezine.com;
- a retail outlet for kits and books, the [Maker Shed](#);
- a steady stream of fun and instruction via our [YouTube channel](#);
- [Make: Projects](#), a library of projects with step-by-step instructions
- a publisher of best-in-category titles via [Make: Books](#), including introductions to electronics, Raspberry Pi, 3D printing, Arduino and more.

EXHIBIT D

EVENTBRITE PRICING

1. Ticket Sale Service Charges:

Online - 2.5% of the ticket value plus \$0.99 per ticket sold, capped at \$9.95 per ticket, provided that if Licensee is a non-profit corporation (e.g., 501(c)(3)), non-profit rate of 2%, plus \$0.99, subject to a cap of \$7.95 shall apply so long as Licensee delivers evidence of its non-profit status prior to Licensee Event's on-sale date.
Eventbrite At The Door™ - 0% of the ticket or registration value, plus \$0 per ticket or registration sold through Company's At The Door™ point of sale solution.
CCP - When using Eventbrite Credit Card Processing (i.e., CCP), an additional Ticket Sale Service Charge of 3% of the ticket value will apply for credit and debit card transactions (whether sold on the Site or through Company's At The Door™ point of sale solution), which shall not be subject to any cap. Note that CCP is required for all Eventbrite At The Door™ transactions.
No ticket sale service charges for any tickets distributed at no charge by Licensee.

2. Equipment:

EB equipment to assist Licensee with entry management and ticket scanning (such as scanners and At The Door™ point of sale solutions) is available to Licensee. All requests for EB equipment must be made by Licensee to EB in writing at least 14 days prior to Licensee Event; use of scanners will be subject to an Eventbrite Equipment Lease Agreement, which Licensee must execute with EB prior to receiving any scanners. Please refer to "Eventbrite Help Document" available at <http://bit.ly/MMFEventbrite> for current pricing and guidelines applicable to such equipment.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Revised Acceptable Use Policy
2. **Date of submission:** November 17, 2017
3. **Date of Board Meeting:** November 27, 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):

Chris Kelly – Deputy First Selectman – ckelly@simsbury-ct.gov

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

Melissa Appleby – Deputy Director of Admin. Services – mappleby@simsbury-ct.gov

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

Approve the Acceptable Use Policy with the following language added under “Prohibited Activities” on page 3:

- *Accessing adult content, including but not limited to sexually explicit material.*

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.):

At its meeting on October 11, 2017, the Board of Selectmen approved the Acceptable Use Policy. This policy, written by the Town’s Technology Task Force in conjunction with staff, outlines the acceptable use of technology and communications resources provided

by the Town to employees, members of boards, committees and commissions, contractors, consultants and temporary employees.

During the discussion on this policy, a question was raised regarding the Town's ability to take action against an employee who improperly uses Town resources to view sexually explicit material. After following up with town counsel on this matter, staff proposes adding an additional bullet point to the "Prohibited Activities" section of the policy that specifically prohibits individuals covered under this policy from accessing adult content.

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

While there is no direct financial impact, this policy is being implemented in order to reduce the risks associated with the misuse of data and systems that can result in substantial costs or potential legal issues.

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:

October 11 Submission (agenda submission form and Acceptable Use Policy)



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Acceptable Use Policy
2. **Date of submission:** October 2, 2017
3. **Date of Board Meeting:** October 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):

Chris Kelly – Deputy First Selectman – ckelly@simsbury-ct.gov

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

Melissa Appleby – Deputy Director of Admin. Services – mappleby@simsbury-ct.gov

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

Approve the Acceptable Use Policy

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

In December 2016, Blum Shapiro submitted a report to the Town entitled "IT Operational Assessment – Findings and Recommendations," which analyzed existing technology operations and identified potential improvements. One of Blum Shapiro's findings was that the Town should develop formally documented IT security policies, plans and procedures.

In an effort to address this issue, the Town's Technology Task Force developed an Acceptable Use Policy. This policy outlines the acceptable use of technology and communications resources provided by the Town to employees, members of boards, committees and commissions, contractors, consultants and temporary employees. The policy addresses network access, use of email and internet, management of electronic files, and other matters that seek to protect the security of Town information.

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

While there is no direct financial impact, this policy is being implemented in order to reduce the risks associated with the misuse of data and systems that can result in substantial costs or potential legal issues.

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:

Acceptable Use Policy

TOWN OF SIMSBURY ACCEPTABLE USE POLICY

Overview

The Town of Simsbury (the “Town”) provides Town employees and, on occasion, members of boards, committees and commissions, contractors, consultants and temporary employees (the “Users”) with technology and communications resources which are intended to facilitate official business of the Town. All use of such resources shall be conducted in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts and policies regarding their intended use. The IT Department is responsible for protecting both employees and the Town from illegal or damaging actions by individuals, either knowingly or unknowingly.

Purpose

The purpose of this policy is to outline the acceptable use of the technology and communications resources available to Users. These resources include but are not limited to computing, electronic communications, printing, mobile devices, file storage and telephone systems. This policy is in place to protect both Users and the Town. Inappropriate use exposes the Town to risks that could lead to loss or misuse of data and systems resulting in substantial costs or potential legal issues.

All systems, communications and stored information transmitted, received or contained in those systems are the property of the Town. All Users are responsible for exercising good judgment regarding the use of technology and information in accordance with Town policies and standards, and federal and local laws and regulations.

Policy

Security of Town Information

Town information, regardless of where it is stored, is the property of the Town. Users may access, use or share Town information only to the extent it is authorized and necessary to fulfill assigned job duties. Users have a responsibility to immediately report the theft, loss or unauthorized disclosure of Town information to the Technology Manager.

Town information, including e-mail, is public record, and retention and disposition of those records are authorized by retention schedules issued by the State of Connecticut. Town departments may retain downloaded files in hard copy, electronically, or by a combination of these two means. Town departments are responsible for developing filing systems that include downloaded files and are responsible for instructing employees on appropriate use of these systems.

Access to Internal Network

All mobile and computing devices that connect to the internal network must comply with the minimums stated in Simsbury’s Access Policy.

System level and user level passwords must comply with the Simsbury Access Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited. All computing devices must be secured with a password-protected screensaver with

TOWN OF SIMSBURY ACCEPTABLE USE POLICY

the automatic activation feature set to 10 minutes or less. Users must lock the screen or log off when the device is unattended.

Downloading or Opening Files

Users must use extreme caution when clicking links, downloading files or opening email attachments from any party, including known senders, as they may contain malicious or illegal content. Users who question the intent of links, files or attachments from known senders should verify intent through other means of communication prior to opening.

Procedures

1. ***Electronic Mail:*** The e-mail system should only be used for Town business. The Town reserves the right to monitor all electronic mail communications to ensure that they are being used in accordance with this policy. As noted above, e-mails are public records and are subject to State and Federal disclosure laws and record retention requirements (CGS Chapter 14, Sec. 1-211).
2. ***Internet Access:*** To the extent that Users are given access to the internet to facilitate the conduct of Town business, Users have the responsibility to use these resources in accordance with State and Federal Law. Users may only access the internet through the Town-owned firewall. The Town uses internet content filtering and usage monitoring technology. Monitoring includes but is not limited to websites accessed and the amount of time spent by any User on a web site.
3. ***Social Media:*** “Social media” includes all means of communicating or posting information on the internet, including but not limited to blogs, personal websites, social networking or affinity websites, web bulletin boards or chat rooms.

Use of social media from the Town’s systems is subject to monitoring. Limited and occasional use of the Town’s systems for social media purposes is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate the Town’s policies, is not detrimental to the Town’s best interests, and does not interfere with a User’s regular work duties.

Town e-mail addresses may not be used for social networks, blogs, or other online tools for personal use. The Town’s intellectual property may not be used in connection with any social media activity.

Before creating online content, Users should consider their responsibilities to the Town. Confidentiality of private and proprietary information, including protected health information, must be maintained. Users must express only their own opinions and make clear that their views do not represent the views of the Town.

TOWN OF SIMSBURY ACCEPTABLE USE POLICY

Appropriate Use

Internet use on Town resources shall be for business matters directly related to the operational activities of the Town. Users are responsible for exercising good judgment regarding the reasonableness of personal use. Incidental personal use of the computer systems may be permitted solely for the purpose of e-mail transmissions and access to the internet on a limited, occasional basis. Such incidental personal use of the computer systems shall not interfere in any manner with work responsibilities, and is subject to all rules, including monitoring of all such use.

Prohibited Activities

The following activities are strictly prohibited:

- Activities that could cause congestion and disruption of networks and systems, including but not limited to consuming excessive system resources, e.g. music or video streaming.
- Solicitation or proselytizing for commercial ventures, religious, or political causes, outside organizations, or other non-job related solicitations.
- Downloading of any software or programs from the internet without the prior express permission of the Technology Manager.
- Unlawful activities, threats, harassment, slander, defamation or gambling.
- Accessing, downloading or storing any materials that promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability, gender identification or sexual preference.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Town.
- Revealing your account password to others or allowing use of your account by others.

Unusual Occurrences

All matters relating to unusual occurrences must be reported immediately to the Technology Manager. When something unusual occurs, Users are advised to record information such as steps taken and warnings from the computer. This will aid the Technology Department in diagnosing the situation.

Monitoring and Compliance

Use of the Town's technology and communications resources constitutes consent to monitoring of usage activity and is conditioned upon strict adherence to this policy. Users should not have any expectation of privacy regarding any items stored or transmitted via the Town's information technology resources. The First Selectman/Selectwoman or Town Manager reserves the right to audit network activity and internet access on a periodic basis to ensure compliance with this policy. Any employee who violates this policy shall be subject to disciplinary action and possible loss or suspension of associated IT privileges.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** 2017 Local EMS Plan
2. **Date of submission:** November 16, 2017
3. **Date of Board Meeting:** November 27, 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):**

Sean Askham – Chair of Public Safety Sub-Committee – saskham@simsbury-ct.gov
Melissa Appleby – Deputy Director of Admin. Services – mappleby@simsbury-ct.gov

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

Approve the draft 2017 Local EMS Plan

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.):**

Municipalities are required to submit a Local EMS Plan to the Department of Health's Office of Emergency Medical Services every five years. According to Connecticut Public Act 00-151, the Local EMS Plan should identify the public safety answering point responsible for receiving calls and dispatching the providers; identify the entity responsible for each level of EMS response; establish EMS performance standards; and describe any mutual aid agreements that the provider has with other entities.

Simsbury's 2017 Local EMS Plan is a comprehensive update to the prior version, which was last updated in 2002. This draft was produced as a collaborative effort between the Police Department, Simsbury Volunteer Ambulance Association, the Fire District and town staff. We have received positive feedback from the Department of Health on this draft, and it was unanimously approved by the Public Safety Sub-Committee at its meeting on November 16, 2017.

Once the document is signed by the First Selectwoman, Chief of Police, Executive Director of SVAA and the Chief of the Fire District, it will be submitted to DPH for final approval. It is due to the regional DPH council by January 1, 2018.

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

None

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

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

2017 Local EMS Plan (marked as "draft" until approved by Board of Selectmen)

**Town of Simsbury, Connecticut
Local Emergency Medical Services Plan**



December 2017

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7) EMS SYSTEM GOALS AND OBJECTIVES 5

ATTACHMENTS

- A.** Mutual Aid Agreement with the Town of Granby
- B.** Mutual Aid Agreement with the Town of Canton
- C.** HEARTSafe Designation
- D.** PSA – First Responder (Simsbury Police Department)
- E.** PSA – First Responder (Ensign-Bickford)
- F.** PSA – Supplemental First Responder
- G.** PSA – Basic
- H.** PSA – Paramedic
- I.** Saint Francis Hospital Quality Improvement Plan
- J.** 2016 Emergency Operations Plan
- K.** Simsbury EMS Plan Agreement
- L.** Town Map
- M.** Addendum - Opioid Antagonist (Signed Letter)

1) **PURPOSE STATEMENT**

The purpose of this document is to develop a plan that satisfies the Town's statutory requirement and communicate information about the local EMS system to all stakeholders. In addition, this document establishes objectives that allow for ongoing assessment of the EMS system in Simsbury.

2) **LOCAL EMS PLANNING STATUTORY REQUIREMENT**

The required components of the Local EMS Plan are contained in CGS 19a-181b, which was updated in 2014. Additional information regarding the EMS system for the Town of Simsbury has been included so that this plan will be a resource to anyone seeking information about the system.

3) **MUNICIPAL INFORMATION**

Contact Information

Town of Simsbury
Office of the First Selectperson
933 Hopmeadow Street
Simsbury, CT 06070
860-658-3230

Description of Response Area/Demographics

The Town of Simsbury has a total area of 34.5 square miles and is located in Hartford County. The Town has a population of approximately 23,234. It is bound on the north by Granby, on the east by Bloomfield, on the south by Avon, and on the west by Canton. The Town is traversed by State Route 10 and US Route 202, US Route 44, and State Routes 167, 185, 189, 309 and 315 and is bisected by the Farmington River. The State Office of Rural Health designation for Simsbury is non-rural.

A wide variety of housing opportunities exist in the Town with over 90 percent of all one-family residences owner-occupied. In addition, the Town has constructed moderate-income efficiency apartments at the Meadows and at Hoskins Crossing, subsidized rental apartments at Willow Arms and housing for elderly residents at the Owens L. Murphy project. The Town's latest affordable housing project at Eno Farms consists of 50 units on Town-owned land.

Historic sites and structures are integral components of the Town's heritage. Thirteen buildings (many of which are still occupied as homes) have been included in the U.S. National Register of Historic Places. Twenty structures are in the State Register of Historic Places and one historic district enjoys local recognition. Along with notable residential structures, historic status has also been accorded to the Simsbury 1820 House, an inn and restaurant.

4) **SYSTEM OVERVIEW**

Emergency Medical Services are provided in the Town of Simsbury through a multi-tiered response. The Simsbury Police Department is the First Responder service, and Simsbury Volunteer Ambulance Association (SVAA) is the Basic Life Support service and the Paramedic service. The Simsbury Police Department Dispatch Center receives 911 calls originating in Town and dispatches Police First responders via two-way radio which contain the information on location and special circumstances. SVAA personnel are dispatched via tone-activation and two-way radio communication. Patients are transported to the most appropriate receiving facility as per State regulations, patient care protocols or special request. Dispatch automatically implements mutual aid as per protocol when it is determined it is needed.

5) **EMS SYSTEM COMPONENTS**

Public Safety Answering Point

Town of Simsbury Police Department
933 Hopmeadow Street, Simsbury, CT 06070
860-658-3100

First Responder Service

Town of Simsbury Police Department
933 Hopmeadow Street, Simsbury, CT 06070
860-658-3100

- The Simsbury Police Department holds the First Responder PSA for the Town of Simsbury. The boundaries include the Town of Simsbury, excluding the Ensign Bickford Industries-Simsbury Industrial complex and Powder Forest Business Park. SPD First Responders are certified at the Emergency Medical Technician or Emergency Medical Responder level. SPD response vehicles are equipped with AED's, medical bags, oxygen and Naloxone.

Ensign-Bickford Industries
640 Hopmeadow Street
P.O. Box 429
Simsbury, CT 06070
860-843-2289

- Ensign Bickford Industries holds the First Responder PSA for the Ensign Bickford Industries-Simsbury Industrial complex and Powder Forest Business Park.

Supplemental First Responder

Simsbury Fire District
871 Hopmeadow Street, Simsbury, CT 06070
(860-658-1973)

- The Simsbury Fire District responds with ten engines and two rescue trucks with first aid equipment bags, oxygen, AEDs and Technical rescue equipment.

Basic Ambulance Service

Simsbury Volunteer Ambulance Association
4 Old Mill Lane, Simsbury, CT 06070
860-658-7213

- Simsbury Volunteer Ambulance Association, Inc. (SVAA) is a private, not for profit organization centrally located at 4 Old Mill Lane in Simsbury. SVAA operates three basic life support ambulances.

Medical control is provided through St. Francis Hospital and Medical Center. Quality Assurance is conducted on run reports per their policies. Additionally, QA is conducted by SVAA internally on all run reports. Crew members are engaged in discussions on care provided and best practices. Remediation is conducted as indicated by SVAA practices and/or medical control oversight.

Written mutual aid agreements are established with Granby Ambulance Association and the Town of Canton Fire & EMS.

Advanced Life Support/Paramedic Service

Simsbury Volunteer Ambulance Association
4 Old Mill Lane, Simsbury, CT 06070
860-658-7213

- Simsbury Volunteer Ambulance Association staffs a minimum of one Paramedic 24/7. The Paramedic is dispatched per EMD protocols and responds with the SVAA ambulance or in a Paramedic response vehicle.

Medical control is provided through St. Francis Hospital and Medical Center. Quality Assurance is conducted on run reports per their policies. Additionally, QA is conducted by SVAA internally on all run reports. Crew members are engaged in discussions on care provided and best practices. Remediation is conducted as indicated by SVAA practices and/or medical control oversight.

The mutual aid agreements noted include Paramedic level response.

Mutual Aid

Granby Ambulance Association
1 Pegville Road, Granby, CT 06035
860-653-6535

Town of Canton Volunteer Fire & EMS
P.O. Box 168, Collinsville, CT 06022
860-693-7858

6) **LOCAL SYSTEM COMPARISON TO MODEL EMS PLAN**

Accident/Injury Prevention and Community Response

SVAA, the Simsbury Police Department and the Simsbury Fire District are all active in providing public education:

- **SVAA**
 - HEARTSafe achievement & designation (Attachment C)
 - AED program
 - CPR program
 - EMT training
- **Police Department**
 - Police cadets
 - Junior Police Academy
 - Citizens academy
 - Car seat installation
 - Everbridge
- **Fire District**
 - Fire safety building inspection programs
 - Elderly population safety programs
 - School safety programs, including visits by the Fire District

Citizens Educated in the Proper Use of 911

Education in the proper use of 911 is generally led by the State of Connecticut. The State Department of Emergency Services and Public Protection (DESPP) has extensive information regarding the State's 911 system and its proper use on the department's website.

There are also extensive 911 education resources available on the National Emergency Number Association (NENA) website for any municipality, dispatch center, or EMS provider that wishes to undertake a 911 educational initiative in its area.

All Streets Clearly Identifiable, Homes and Businesses Properly Numbered

According to Chapter 112, Section 1 of the Code of the Town of Simsbury, all properties shall be identified by a uniform numbering system, and building numbers not less than three inches high shall be placed in such a way that they are visible from the street.

Public Safety Answering Point (PSAP) Utilizes Emergency Medical Dispatch

The PSAP for Simsbury is the Simsbury Police Department Dispatch Center. Dispatch uses Priority Dispatch, which meets all current national guidelines. CEDC adheres to an ongoing system evaluation:

- All dispatchers are required to attend and pass the Public Safety Tele communicator Class; additionally they all are required to be certified by Priority Dispatch.
- Dispatchers are evaluated by supervisory personnel that review completed evaluations completed by a certified Public Safety Tele communicator and Priority Dispatch.
- Saint Francis is the medical oversight for Dispatch and signs off on EMS guidelines. Regular meetings are held to review performance and discuss problem resolution if needed.
- Dispatch operates in compliance with Connecticut General Statutes.

EMS First Responder with Primary Service Area Assignment

The Simsbury Police Department holds the First Responder PSA for the Town of Simsbury. The boundaries include the Town of Simsbury, excluding the Ensign Bickford Industries-Simsbury Industrial complex and Powder Forest Business Park. The geographic boundaries are Avon to the south, Canton to the west, Granby to the north and Bloomfield to the east (see Attachment D).

Ensign-Bickford Industries, Inc. holds the First Responder PSA for the geographic areas noted above (see Attachment E).

The Simsbury Volunteer Fire Company is recognized as the Supplemental First Responder to the Simsbury Police Department for the Town of Simsbury, excluding the Ensign Bickford Complex (see Attachment F).

EMS First Responder with Semi-Automatic External Defibrillator

The Simsbury Police Department currently has eight designated first responder vehicles, all of which are equipped with SAED units. They also have a group of first responders strategically throughout Town that carry SAED's along with medical bags. Emergency Medical Technicians are also authorized to administer Epinephrine (auto-injector).

Supplemental First Responder Equipped with SAED

The Simsbury Fire District has twelve apparatus equipped with SAED, oxygen and fully stocked medical supply bags.

Basic Ambulance Service with PSA Assignment

SVAA is the assigned Primary Service Area Responder at the Basic Ambulance level of care. The PSA includes the entire Town of Simsbury (see Attachment G).

Basic Ambulance Service Equipped with AED

Each SVAA Ambulance is equipped with an AED.

Paramedic Service with PSA Assignment

SVAA is the assigned Primary Service Area Responder at the Paramedic level of care. The PSA includes the entire Town of Simsbury (see Attachment H).

Ongoing EMS System Evaluation

Medical Quality Assurance and Quality Improvement is conducted by Saint Francis Hospital for the Simsbury Police Department and SVAA.

Sponsor Hospital Contact Information:
John Quinlavin, Manager, Emergency Medical Services
Saint Francis Hospital and Medical Center
114 Woodland Street, Hartford, CT 06105
860-714-5549

Written Mutual Aid Agreements

SVAA has written mutual aid agreements with the Granby Ambulance Association and the Town of Canton Volunteer Fire & EMS Department (see Attachments A and B).

Written Mass Casualty Plan

The Town of Simsbury has a comprehensive Emergency Operations Plan (EOP), which encompasses all hazards planning. The EOP is updated annually and was most recently updated in 2016 (see Attachment J). The emergency first responders as well as the members of the emergency operation centers have recurring training. Areas of training include but are not limited to: MCI; snow storm response; shelter management; hurricane, tornado and active shooter response.

The Town's Public Safety Committee, made up of key management, response and reaction forces meet bi-monthly to address existing protocols and futures needs of the community.

Mass Casualty Plan Exercise

The emergency management team, comprised of the town's first responders, train on an annual basis. SVAA, the Police Department and the Fire District have participated in the Governor's annual Emergency Planning and Preparedness Initiative (EPPI) statewide exercises. These exercises have required participants to "table top" mass casualty incidents. Additionally, the team participates in large full scale exercises every three years which include mutual aid in all areas of responsibility. These typically have in excess of 200 participants.

7) EMS SYSTEM GOALS AND OBJECTIVES

One-Year

Examine options for increasing EMS response capability during peak weekday hours

Three-Year

Maintain HeartSafe designation

Five-Year

Work with mutual aid partners to update written mutual aid agreements

ATTACHMENTS

- A. Mutual Aid Agreement with the Town of Granby
- B. Mutual Aid Agreement with the Town of Canton
- C. HEARTSafe designation
- D. PSA – First Responder
- E. PSA – First Responder (Ensign-Bickford)
- F. PSA – Supplemental First Responder
- G. PSA – Basic
- H. PSA – Paramedic
- I. QA policy from hospital
- J. 2016 Emergency Operations Plan
- K. Simsbury EMS Plan Agreement
- L. Town Map
- M. Addendum - Opioid Antagonist (Signed Letter)

Attachment A

Mutual Aid Agreement with the Town of Granby

MEMORANDUM OF AGREEMENT

**By and Between
Granby Ambulance Association
And
Simsbury Ambulance Association**

WHEREAS, the Granby Ambulance Association is responsible for and has provided basic life support and ambulance transportation to the residents and visitors of its Primary Service Area (PSA); and,

WHEREAS, the Granby Ambulance Association realizes the appropriateness of having advanced life support capability available and wishes to be able to have such available to the residents and visitors of its PSA; and,

WHEREAS, the Simsbury Ambulance Association has provided advanced life support intercept service in the past and wish to continue to serve the PSA provider with advanced life support services; and,

WHEREAS, the Simsbury Ambulance Association wishes to recoup the cost of providing such advanced life support intercept service in the most reasonable manner which meets both the patient's and the provider's needs; and,

WHEREAS, Medicare and Medicare HMOs have requirements wherein reimbursement for such advanced life support intercept services will only be honored when presented on a single, uniform statement of services rendered and when certain conditions are met; and,

WHEREAS, it is the desire of all parties to minimize the payment burden on the recipient of such advanced life support intercept services.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Simsbury Ambulance Association shall maintain an advanced life support capability.
2. The Simsbury Ambulance Association shall respond to requests for advanced life support from the Granby Ambulance Association. At the ambulance service's discretion, such response shall be either directly to the scene of the medical emergency or to meet the transporting ambulance en-route to an acute care medical facility at an agreed to intercept point. Paramedic Intercept services shall be based on and in accordance with the most recent revision of the CT State Advanced Life Support Protocols as revised from time to time.

3. It is understood that there may be times when emergency medical services systems requirements may be such as to make a response impossible due to limited resources of the Simsbury Ambulance Association.
4. If advanced life support procedures or therapies are initiated, the representative of the Simsbury Ambulance Association shall accompany the patient and the ambulance crew on board the ambulance until the patient is delivered to the acute care facility and patient care responsibilities are transferred from the pre-hospital care providers to the hospital personnel.
5. The Simsbury Ambulance Association authorizes Granby Ambulance Association to initiate a statement of services rendered which will include any and all normal fees of the Granby Ambulance Association and in addition, include a fee not to exceed the normal fee usually charged by the Simsbury Ambulance Association for such "Paramedic Intercept" services, set by the Simsbury Ambulance Association. However, at the discretion of the Granby Ambulance Association, such fee may be lower than that normally charged by the Simsbury Ambulance Association for such services.
6. The Simsbury Ambulance Association agrees to bill Granby Ambulance Association only for the Advanced Life Support intercept services, as described above, when the mutually treated patient is a Medicare beneficiary or whose primary insurance is a Medicare HMO on the date when services are rendered. The Simsbury Ambulance Association reserves the right to independently bill for and seek remuneration from those patients treated by both parties as part of an Advanced Life Support intercept who are not Medicare beneficiaries or Medicare HMO members on the date services were rendered. Such billing will be done utilizing standard billing practices and procedures, and the fee assessed will not exceed the fee normally charged by Simsbury Ambulance Association for such intercept services.
7. The Simsbury Ambulance Association will provide documentation to the Granby Ambulance of their legal capability to provide advanced life support. Such documentation shall be in the form of a copy of the license issued by the State, a letter from the Regional Council authorizing the Simsbury Ambulance Association at the advanced life support level or a letter from the sponsor hospital agreeing to provide the Simsbury Ambulance Association with medical control.
8. The Granby Ambulance Association agrees to pay the Simsbury Ambulance Association, the difference between the Basic Life Support and Advanced Life Support fees paid by Medicare or the Medicare HMO and any supplemental insurance or private pay for each advanced life support intercept to which a response was requested by the Granby Ambulance Association and to which a representative of the Simsbury Ambulance Association actually responded and an advanced life support therapy was initiated. This amount will be paid based on an invoice from the Simsbury Ambulance Association detailing the date and time of service, the location of the intercept and confirmed by comparison to the records of the Granby

Ambulance Association and Simsbury Ambulance Association. The Granby Ambulance Association agrees to pay said invoice within thirty (30) days of receipt for any undisputed response.

9. This Agreement shall run for a period of one year from the date of execution, unless terminated as provided herein. At the time of expiration, if there is no notice of intent for non-renewal by either party and no new agreement is entered into, this agreement shall remain in effect.

This agreement is the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject hereof. This Agreement may be amended only by an instrument executed by the authorizing representatives of both parties.

This Agreement may be terminated by either party at any time by giving written notice of sixty (60) days to the other party.

This Agreement shall become effective on the 1st day of February 2007.

Granby Ambulance Association



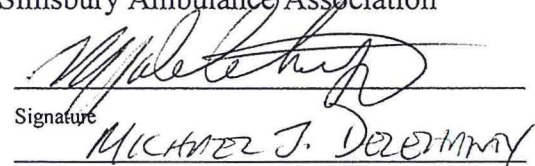
Signature
Christopher W. Perkins

Printed Name
President + CEO

Title
1/31/07

Date

Simsbury Ambulance Association



Signature
MICHAEL J. DEZEMMY

Printed Name
EXEC-DIRECTOR

Title
1/30/07

Date

-The remainder of this page intentionally left blank-

Attachment B

Mutual Aid Agreement with the Town of Canton



EMS Mutual Aid Agreement

Between

The Simsbury Volunteer Ambulance Association
And
The Town of Canton Vol. Fire & EMS Department

The Simsbury Volunteer Ambulance Association does hereby agree to provide backup paramedic service and backup transport services, as available, to the Town of Canton Vol. Fire & EMS Department. Requests for this service should be made through the Simsbury Police Dispatch Center.

The Simsbury Volunteer Ambulance Association may be released from this agreement by the Town of Canton Vol. Fire & EMS Department at any time upon receipt of a written notice of termination.

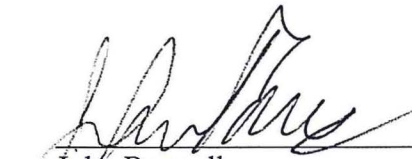
And

The Town of Canton Vol. Fire & EMS Department does hereby agree to provide backup paramedic service and backup transport services, as available to The Simsbury Volunteer Ambulance Association. Requests for this service should be made through the Town of Canton Police Department Dispatch Center

The Town of Canton Vol. Fire & EMS Department may be released from this agreement by the Simsbury Volunteer Ambulance Association at any time upon receipt of a written notice of termination.

 Date: 6/6/16

Michael Delehanty
Executive Director
Simsbury Volunteer Ambulance Association
P.O. Box 301
Simsbury, CT 06070

 Date: 6/6/16

John Bunnell
Assistant Chief, EMS
Town of Canton Vol. Fire & EMS Department
4 Market Street
P.O. Box 16
Canton, CT 06019

Attachment C

HEARTSafe Designation

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

February 2, 2017

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

Dear First Selectman Heavner:

On behalf of the Connecticut Department of Public Health and the American Heart Association, congratulations to your community for having met the renewal requirements of a designated HEARTSafe community.

This three-year re-designation, effective February 2, 2017, recognizes your community's continued commitment to provide improved cardiac response and care to the residents of your community utilizing the "Chain of Survival" of early 9-1-1 access, cardiopulmonary resuscitation, defibrillation and advanced care.

We commend you on your efforts to continue to save lives and improve the health of your community.

Sincerely,

A handwritten signature in cursive script that reads "Raul Pino".

Raul Pino, M.D., M.P.H.
Commissioner



Phone: (860) 509-7975 • Fax: (860) 730-8384
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph/ems

Affirmative Action/Equal Opportunity Employer

State of Connecticut Department of Public Health

Heart Disease and Stroke Prevention Program and
the Office of Emergency Medical Services

*In recognition of community efforts to improve survival from sudden cardiac arrest,
the Town of*

Simsbury

has met the criteria for re-designation as a

HEARTSafe Community

Presented this 2nd day of February in the year 2017



A handwritten signature in cursive script, appearing to read "R. Pino".

Raul Pino, M.D., M.P.H.
Commissioner



Attachment D

PSA – First Responder (Simsbury Police Department)



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

AMENDED

DIVISION OF HEALTH SYSTEMS REGULATION

PRIMARY SERVICE AREA RESPONDER

In accordance with Section 19a-179-4 of the Regulations for Emergency Medical Services:

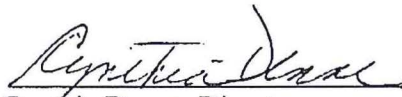
SIMSBURY POLICE DEPARTMENT is assigned Primary Service Area Responder at the **FIRST RESPONDER** level of emergency care for the geographic area/s as described below:

THE BOUNDARIES INCLUDE THE TOWN OF SIMSBURY, CT EXCLUDING THE ENSIGN BICKFORD INDUSTRIES-SIMSBURY INDUSTRIAL COMPLEX AND POWDER FOREST BUSINESS PARK. BORDERED ON THE SOUTH BY AVON, WEST BY CANTON, NORTH BY GRANBY, AND EAST BY BLOOMFIELD, CT.

An express condition of licensure or certification as an emergency medical services provider shall be the availability and willingness of the emergency medical service provider to carry out any PSAR assignment made by the Department of Public Health pursuant to this section of these regulations.

This PSAR assignment may be withdrawn when it is determined by the Department of Public Health that it is in the best interest of patient care to do so, or the chief administrative official of the municipality in which the PSA lies can demonstrate to the commissioner that an emergency exists and that the safety, health and welfare of the citizens of the affected area are jeopardized by the performance of the assigned primary service area responder.

DATE: 6/30/99


Cynthia Denne, Director
Division of Health Systems Regulation

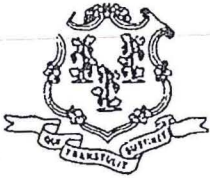
Amended: excludes the Ensign Bickford Industries-Simsbury Industrial complex and Powder Forest Business Park.



Phone:
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # _____
P.O. Box 340308 Hartford, CT 06134

Attachment E

PSA – First Responder (Ensign-Bickford)



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH AND ADDICTION SERVICES

Office of Emergency Medical Services



AMENDED
STATE DEPARTMENT OF HEALTH SERVICES
OFFICE OF EMERGENCY MEDICAL SERVICES
PRIMARY SERVICE AREA RESPONDER

In accordance with Section 19a-179-4 of the Regulations for
Emergency Medical Services:

ENSIGN-BICKFORD INDUSTRIES, INC. is the assigned Primary Service
Area Responder at the **FIRST RESPONDER** level of emergency care for
the geographic area/s as described below:

**THE TOWN OF SIMSBURY, CT AS DESCRIBED ON PAGE 4 OF THE PSA
APPLICATION**

An express condition of licensure or certification as an emergency
medical services provider shall be the availability and willingness
of the emergency medical service provider to carry out any PSAR
assignment made by the OEMS pursuant to this section of these
regulations.

This PSAR assignment may be withdrawn when it is determined by the
OEMS that it is in the best interest of patient care to do so, or
the chief administrative official of the municipality in which the
PSA lies can demonstrate to the commissioner that an emergency
exists and that the safety, health and welfare of the citizens of
the affected area are jeopardized by the performance of the
assigned primary service area responder.

DATE:

10/3/95



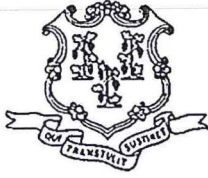
Paul J. Connelly
Assistant Director



Phone: (203) 566-7336 FAX (203) 566-7172
Telephone Device for the Deaf (203) 566-1279
150 Washington Street — Hartford, CT 06106
An Equal Opportunity Employer

Attachment F

PSA – Supplemental First Responder



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

DIVISION OF HEALTH SYSTEMS REGULATION

RECOGNITION OF OPERATION 1282SR

SIMSBURY VOLUNTEER FIRE COMPANY located at 871 Hopmeadow St., Simsbury, CT is hereby recognized as the Supplemental First Responder to the Simsbury Police Department, Simsbury, CT for the following area:

TOWN OF SIMSBURY, CT EXCLUDING ENSIGN BICKFORD COMPLEX

A copy of this document shall be placed prominently in the above stated operational headquarters and at each location from which the provider is granted permission to operate.

Date 5/25/99

By *Cynthia Denne*
Cynthia Denne, Bureau Chief
Bureau of Regulatory Services



Phone:
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # _____
P.O. Box 340308 Hartford, CT 06134
An Equal Opportunity Employer

Attachment G

PSA – Basic



STATE OF CONNECTICUT

DEPARTMENT OF HEALTH SERVICES

Office of Emergency Medical Services

STATE DEPARTMENT OF HEALTH SERVICES
OFFICE OF EMERGENCY MEDICAL SERVICES
PRIMARY SERVICE AREA RESPONDER


In accordance with Section 19a-179-4 of the Regulations for Emergency Medical Services:

SIMSBURY VOLUNTEER AMBULANCE SERVICE is the assigned Primary Service Area Responder at the **BASIC AMBULANCE** level of emergency care for the geographic area/s as described below:

THE BOUNDARIES OF SIMSBURY, CONNECTICUT

An express condition of licensure or certification as an emergency medical services provider shall be the availability and willingness of the emergency medical service provider to carry out any PSAR assignment made by the OEMS pursuant to this section of these regulations.

This PSAR assignment may be withdrawn when it is determined by the OEMS that it is in the best interest of patient care to do so, or the chief administrative official of the municipality in which the PSA lies can demonstrate to the commissioner that an emergency exists and that the safety, health and welfare of the citizens of the affected area are jeopardized by the performance of the assigned primary service area responder.



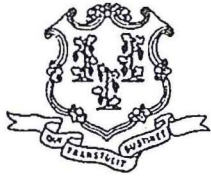
Thomas Santamauro, Chief
Licensure and Certification
Office of Emergency Medical Services

November 8, 1989

OEMS 10/89

Attachment H

PSA – Paramedic



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

STATE DEPARTMENT OF PUBLIC HEALTH

OFFICE OF EMERGENCY MEDICAL SERVICES

PRIMARY SERVICE AREA RESPONDER

In accordance with Section 19a-179-4 of the Regulations for Emergency Medical Services:

SIMSBURY VOLUNTEER AMBULANCE ASSOC. is the assigned Primary Service Area Responder at the **MOBILE INTENSIVE CARE-PARAMEDIC** level of emergency care for the geographic area/s as described below:

THE BOUNDARIES SIMSBURY, CONNECTICUT.

An express condition of licensure or certification as an emergency medical services provider shall be the availability and willingness of the emergency medical service provider to carry out any PSAR assignment made by the OEMS pursuant to this section of these regulations.

This PSAR assignment may be withdrawn when it is determined by the OEMS that it is in the best interest of patient care to do so, or the chief administrative official of the municipality in which the PSA lies can demonstrate to the commissioner that an emergency exists and that the safety, health and welfare of the citizens of the affected area are jeopardized by the performance of the assigned primary service area responder.

DATE: 4/28/97

A handwritten signature in black ink that reads "Fred Hurtado".

**Fred Hurtado, Chief
Regulations & Standards**



Phone:

Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # _____
P.O. Box 340308 Hartford, CT 06134
An Equal Opportunity Employer

Attachment I

Saint Francis Hospital Quality Improvement Plan

Subject: **Continuous Quality Improvement Plan**

I. PURPOSE

To examine the prehospital care rendered by EMS personnel transporting patients to Saint Francis Hospital and Medical Center. To examine the prehospital care rendered by EMS personnel sponsored under MIC sponsorship of Saint Francis Hospital and Medical Center .

To identify issues or opportunities to improve the quality and appropriateness of care rendered by said prehospital care personnel.

To improve the quality of prehospital emergency and non emergency medical care.

II. POLICY

The management of the Quality Improvement Program will be coordinated by the EMS Manager with oversight by an EMS Medical Director. Audits may be conducted to monitor the appropriateness of delivered prehospital care to patients brought to Saint Francis Hospital and also of the care provided by sponsored EMS personnel in patient contact with transport to other facilities or no transport.

III. PROCEDURE

A. Scope of Care

1. Prehospital personnel evaluate, treat and triage a wide spectrum of patients of all ages. This spectrum includes but is not limited to:
 - a. Life threatening, urgent, non-urgent medical, surgical, pediatric, obstetric, gynecologic, and psychiatric emergencies.
 - b. All levels of trauma care.
2. Written patient care guidelines serve to guide EMS personnel and prehospital care with consultation available from on-line Emergency Department physicians.

B. Aspects of Care

1. Specific aspects of care may be evaluated by continuous monitoring of certain sentinel events as well as a continuous random review of high risk care and EMS policies and procedures.
 - a. Sentinel events that may be monitored are as follows:
 1. Core and full trauma patients.
 2. Cardiac Arrests
 3. Complaints as submitted either verbally or in writing.
2. High Risk Events that may be monitored include but are not limited to:
 1. Chest Pain
 2. Respiratory Distress
 3. Seizures

4. Overdose/poisoning
5. Hypothermia
6. Hyperthermia
7. Down-grades
8. Refusal of Care
9. Scene times greater than 20 mins.
10. Critical pediatric cases

3. EMS policies and procedures that may be monitored include but are not limited to:

1. Patient care guidelines
2. Continuing Education policy
3. Completion of prehospital run report
4. Radio transmissions
5. Narcotic exchange

C. Indicators of Care

For each audit a series of indicators may be established and charts are reviewed for these indicators.

D. Thresholds

Patterns and trending may be monitored and form the basis for future valuations.

E. Data

Data collection for audits may be collected by a random review of charts, monitor forms, checklists etc. Compliance rates are calculated for each indicator.

F. Evaluation

Care may be evaluated by comparing actual compliance rates with pre-set thresholds. If thresholds are reached, care is evaluated for evidence of continuous improvement.

G. Actions

When compliance falls below pre-set thresholds, specific action may be outlined and implemented. Repeat audits may be done to assess efficacy of corrective actions. In order to strive for continuous improvement actions could include; education, change in policy, procedure, medcon suspension and/or termination, and information sharing.

H. Re-evaluation

Frequent monitoring and re-evaluation may be used to assess the effectiveness of corrective actions.

I. Dissemination of Results

A copy of the Quality Improvement audit may be distributed as follows
when appropriate:
Director of EMS Service
Sponsored personnel
Other hospital EMS Coordinators
Connecticut Department of Public Health

Approved by:
John Quinlavin
Revised: 2/97, 1/03, 8/09, 2/15, 9/17

Attachment J

2016 Emergency Operations Plan

(this document was previously approved; it is intentionally omitted from this version due to size)

Attachment K

Simsbury EMS Plan Agreement

SIMSBURY EMERGENCY MEDICAL SERVICES PLAN AGREEMENT

Agreement entered into as of the ___ day of December, 2017, by and between the Town of Simsbury, a chartered municipal corporation organized and existing under the laws of the State of Connecticut, (hereinafter called the Town); the Town as its public safety answering point as defined in Section 28-25 of the Connecticut General Statutes; Simsbury Police Department, the designated first responder; Simsbury Fire District, the supplemental first responder; Simsbury Volunteer Ambulance Association, the basic ambulance provider; and Simsbury Volunteer Ambulance Association, the advanced life support provider.

WITNESSETH

WHEREAS, Chapter 368d, Section 19a-181b requires each municipality in the State of Connecticut to establish a local emergency medical services plan; and

WHEREAS, the plan shall include a written agreement, between the municipality, its emergency medical services providers, and the public safety answering point; and

WHEREAS, the plan shall also include performance standards for each segment of the municipality's emergency medical services system; and

NOW THEREFORE, the parties hereby agree as follows:

1. The Town as a public safety answering point agrees that it will provide staffing on a twenty-four (24) hour, seven (7) day a week basis with trained state-certified personnel; utilize Emergency Medical Dispatch (EMD) as per state law, including medical oversight as defined in the EMD program; comply with all state regulatory requirements for public safety answering points; and provide formal performance improvement effort which includes medical review of ten (10) samplings per quarter.
2. The Simsbury Police Department as designated first responder agrees that it will provide vehicles, equipment and personnel on a twenty-four (24) hour, seven (7) day a week basis with minimum staffing of one certified MRT authorized in AED use, have in place a written agreement with a backup EMS service that will provide mutual aid if unable to respond; agree to comply with all state regulatory requirements for first responder services; agree to follow state, regional and sponsor hospital guidelines; agree to a program of medical oversight as per local sponsor hospital; endeavor to meet this response time criteria for calls dispatched as highest levels:

Between 2 and 8 minutes: 80%

3. The Simsbury Fire District as supplemental first responder agrees that it will respond when the designated first responder is unavailable and provide vehicles, equipment and personnel with minimum staffing of one certified MRT authorized in AED; comply with all state regulatory requirements for supplemental first responder services; follow state, regional and sponsor hospital guidelines; agree to a program of medical oversight as per

local sponsor hospital; and endeavor to meet this response time criteria for calls dispatched as highest level:

Less than 2 minutes: 5%
Between 2 and 4 minutes: 10%
Between 4 and 6 minutes: 10%
Between 6 and 8 minutes: 30 %
Greater than 8 minutes: 45%

4. The Simsbury Volunteer Ambulance Association as the basic Ambulance level is designated as the primary service area responder at the basic ambulance and will provide vehicles, equipment and personnel on a twenty-four (24) hour, seven (7) day a week basis with minimum staffing of one certified EMT and one MRT. Have in place a written agreement with a backup EMS service that will provide mutual aid at the same level of care or higher if unable to respond; comply with all state regulatory requirements for basic level ambulances; follow state, regional and sponsor hospital guidelines; have in place a formal performance improvement effort, which includes medical review of a ten (10) percent sampling or 100 cases per annum whichever is greater; and endeavor to meet this response time criteria for calls dispatched as highest level:

Activation Time

Less than 2 minutes: 30%
2-5 minutes: 60%
Greater than 5 minutes: 10%

Response Time

Less than 5 minutes: 10%
Between 6-10 minutes: 50%
Between 10-14 minutes: 30%
Greater than 14 minutes: 10%

5. The Simsbury Volunteer Ambulance Association as the advanced level care provider will be designated as the primary service area responder at the advanced level of care, and will provide vehicles, equipment and personnel on a twenty-four (24) hour, seven (7) day a week basis with minimum staffing of one licensed paramedic. The Town of Simsbury will have in place a written agreement with a backup EMS service that will provide mutual aid at the same level of care if the Simsbury Volunteer Ambulance Association is unable to respond. The Simsbury Volunteer Ambulance Association will comply with all state regulatory requirements for mobile intensive care; follow state, regional and sponsor hospital guidelines have in place a formal performance improvement effort, which includes medical review of ten (10) percent sampling or 100 cases per annum whichever is greater; and endeavor to meet this response time criteria for calls dispatched as highest level:

Activation Time

Less than 2 minutes: 30%
2-5 minutes: 60%
Greater than 5 minutes: 10%

Response Time

Less than 5 minutes: 10%
Between 6-10 minutes: 50%
Between 10-14 minutes: 30%
Greater than 14 minutes: 10%

The parties hereto have executed this agreement as of the day and year written above:

Town of Simsbury:

Basic Ambulance Provider:

Lisa L. Heavner/First Selectwoman

Michael Delehanty/Simsbury Volunteer
Ambulance Association Executive Director

Public Safety Answering Point:

Advanced Life Support Provider:

Peter Ingvertsen/Simsbury Chief of Police

Michael Delehanty/Simsbury Volunteer
Ambulance Association Executive Director

First Responder:

Supplemental First Responder:

Peter Ingvertsen/Simsbury Chief of Police

James Baldis/Simsbury Fire District Chief

Raul Pino, M.D., M.P.H.
Commissioner
Connecticut Department of Health

Attachment L

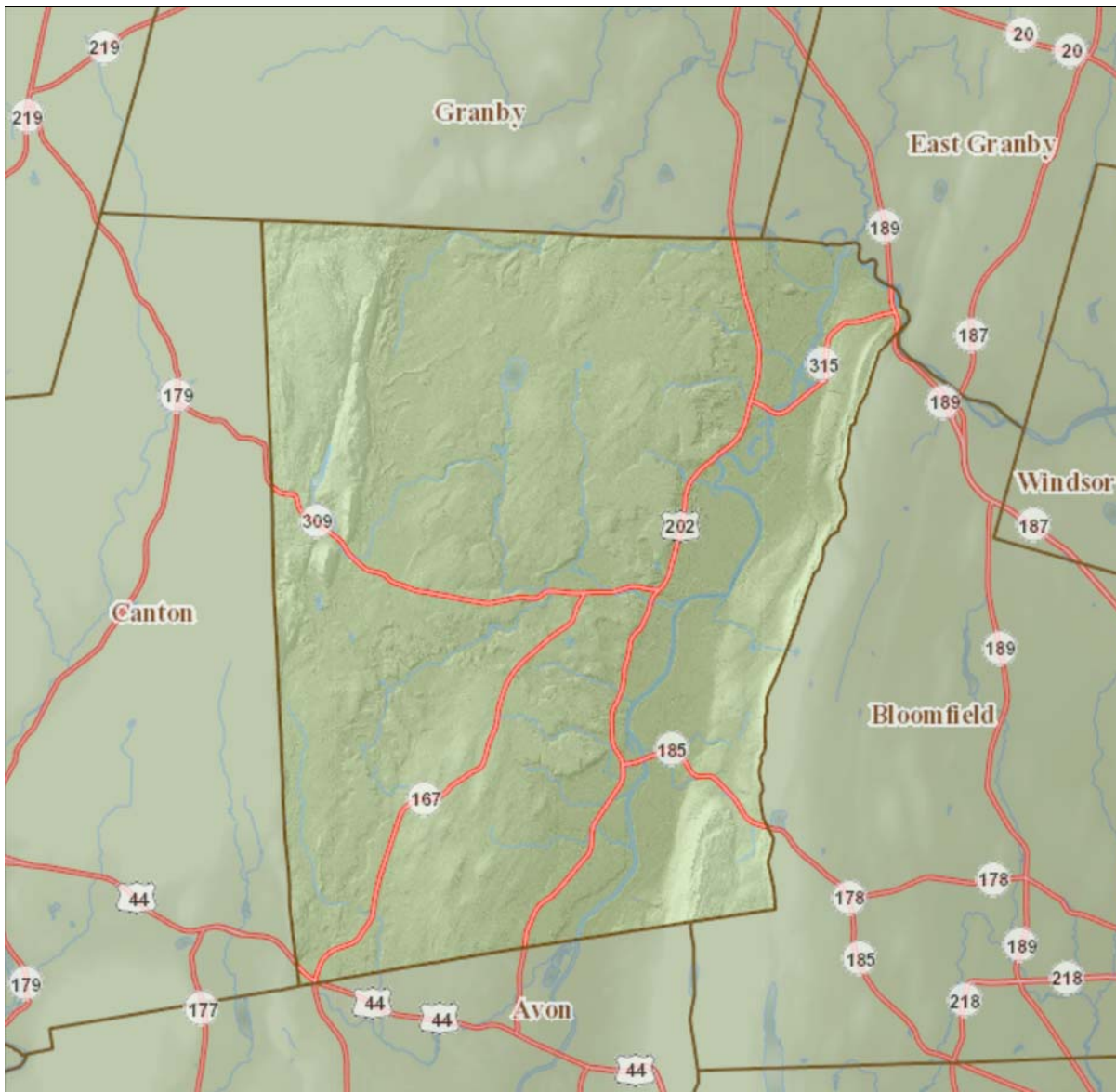
Town Map

Town of Simsbury

Geographic Information System (GIS)



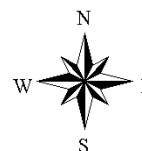
Date Printed: 10/16/2017



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. 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.

Approximate Scale: 1 inch = 8000 feet



Attachment M

Addendum - Opioid Antagonist (Signed Letter)

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

In Response to the State of Connecticut Public Act 16-43
Local Emergency Medical Services Plan Addendum

Municipality of Simsbury

Connecticut Public Act 16-43 Section 1 requires the inclusion of the following:

(e) Not later than October 1, 2016, each municipality shall amend its local emergency medical services plan, as described in section 19a-181b, to ensure that the emergency responder, including, but not limited to, emergency medical services personnel, as defined in section 20-206jj, or a resident state trooper, who is likely to be the first person to arrive on the scene of a medical emergency in the municipality is equipped with an opioid antagonist and such person has received training, approved by the Commissioner of Public Health, in the administration of opioid antagonists.

In the Space below, please indicate the EMS provider(s) that satisfies the above requirement for the above noted municipality.

Simsbury Police Department
Name: Emergency Response Service

First Responder / Basic Ambulance
Paramedic / Supplemental First Responder
Please Circle the Level of Service

Simsbury Volunteer Ambulance Association
Name: Emergency Response Service

First Responder / Basic Ambulance
Paramedic / Supplemental First Responder
Please Circle the Level of Service

Simsbury Volunteer Ambulance Association
Name: Emergency Response Service

First Responder / Basic Ambulance
Paramedic / Supplemental First Responder
Please Circle the Level of Service

Name: Emergency Response Service

First Responder / Basic Ambulance
Paramedic / Supplemental First Responder
Please Circle the Level of Service

I authorize this addendum to be included in the current Local EMS Plan for the above noted municipality.

Municipal Chief Elected Official Signature

Lisa L. Hewner
Printed

10/16/17
Date



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Water Shortage Ordinance
2. **Date of submission:** November 21, 2017
3. **Date of Board Meeting:** November 27, 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):**

Chris Kelly – Deputy First Selectman – ckelly@simsbury-ct.gov

Mike Paine – Selectman – mpaine@simsbury-ct.gov

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

Accept the final edits to the Water Shortage Ordinance from a subcommittee formed of Chris Kelly and Mike Paine; and set a date for a public hearing and potential final approval of the Ordinance.

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

In the fall of 2016 the Conservation Commission working in conjunction with Mike Glidden CFM, CZEO; Assistant Town Planner, and reviewed by Town Attorney developed a Water Shortage Ordinance proposal. This proposal was reviewed:

- December 12 2016: Board of Selectmen 1st review
- Feb 15 2017: Board of Selectmen 2nd review
- March 13 2017: Public Hearing

- April 12 2017: Subcommittee meeting of Mike Paine and Chris Kelly
- June 20 2017: Subcommittee meeting of Mike Paine and Chris Kelly

At this point final edits from the subcommittee has been reviewed by Town Attorney and the ordinance is ready for a final public hearing and review/approval by the B.O.S. A suggested date is the next B.O.S. meeting on December 11, 2017.

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

The potential costs of this ordinance results in the circumstances

- where the ordinance needs to be utilized and some staff time will be involved in executing the ordinance

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:

Current version of ordinance

**TOWN OF SIMSBURY
DRAFT ORDINANCE
WATER SHORTAGES**

November 3, 2017 Draft

Sec. 157-1. Authority and purpose.

The Town of Simsbury, under its powers pursuant to state law, has adopted this ordinance to protect public health and welfare. This ordinance implements the Town's authority to impose water use restrictions, conditioned upon a finding by the Board of Selectmen that a water shortage or state of ground water depletion exists, or upon a state of water use restrictions or a declaration of public drinking water supply emergency issued by the Department of Public Health pursuant to C.G.S. 25-32b.

The purpose of this ordinance is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a finding by the Simsbury Board of Selectmen of a water shortage or state of ground water depletion or a declaration by the State of Connecticut of a State Water Use Restriction or State of Public Drinking Water Supply Emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the Town or by the State of Connecticut.

Pursuant to the General Statutes of the State of Connecticut, it is hereby declared to be in the best interest of the public health and safety of the residents and citizens of the Town of Simsbury to regulate and restrict the use of water during a water shortage or state of ground water depletion.

Sec. 157-2. Definitions.

- (a) When used in this ordinance, unless the context otherwise requires:
- (1) *Person* shall be construed to mean and include an individual, a corporation, a partnership, a trust, an unincorporated organization, business organization of any kind or any other group or organization.
 - (2) *State of ground water depletion* shall exist whenever the Board of Selectmen, determines that the underground water supplies within the Town are at, or are in danger of reaching, levels insufficient to provide for the needs of the public health, preservation of human life, sanitation, safety, welfare, or economic needs of those served by wells within the Town. The Board of Selectmen may consult with the Water Companies, other government officials, the Farmington Valley Health District, and other persons the Board shall deem as appropriate

- (3) *Threatened water shortage* shall exist whenever the Board of Selectmen, after consultation with the Water Companies, other government officials, the Farmington Valley Health District, and other persons the Board shall determine that the adequacy of the Town water supply is threatened after consideration of the following items to wit: amount of water available; water demands; time of year; weather forecast data; and any other relevant factors.
- (4) *Town* means the Town of Simsbury.
- (5) *Water* means potable water.
- (6) *Water Company* means the Aquarion Water Company, the Avon Water Company or the Tariffville Water Company or their successors and assigns or any other public utility Water Company providing public water supply in the Town.
- (7) *Water shortage* shall exist whenever the Board of Selectmen, after consultation with the Water Companies, other government officials, the Farmington Valley Health District, and other persons the Board shall deem appropriate, determines after considering the factors set forth in Subsection (3) above that the water supplies available to the Town are at, or are in danger of reaching levels insufficient to provide for the normal needs of the public health, preservation of human life, sanitation, safety, welfare and economy of the Town.

Sec. 157-3. Notice of water use restrictions.

If the Board of Selectmen imposes restrictions under §157-5 and/or §157-6 or modifies existing restrictions to make them stricter or more inclusive, it shall notify the Connecticut Department of Public Health and the Connecticut Department of Energy and Environmental Protection in writing within fourteen (14) days of the effective date of the restrictions or changes. The Board of Selectmen shall give public notice of such restrictions or changes before they become effective.

Sec. 157-4. Drought management plan.

Upon its determination that there is a threatened water shortage, the Board of Selectmen may adopt a drought management plan covering all matters of water conservation.

Sec. 157-5. Certain uses prohibited during shortage.

Upon its determination that a water shortage exists, and that voluntary conservation measures were implemented and have failed or are deemed inadequate to provide relief for the water shortage, the Board of Selectmen, in addition to the powers set forth in §157-4 above, shall have the power to declare to be unlawful any or all of the following acts concerning water obtained from the Water Companies, or other public utility water company subject to such reasonable and

necessary exceptions as are determined by the Board of Selectmen to be in the public interest. Such action shall be effective upon publication pursuant to §157-3 of this Chapter:

- (a) Using water to sprinkle, water or irrigate any plants, lawns, grass, ground covers, vines, flowers, shrubbery, trees or any other vegetation unless necessary to sustain food crops, crops for harvest or stocks of a business inventory;
- (b) Using water for private and/or public recreational, ornamental or decorative purposes, including but not limited to fountains, pools or ponds;
- (c) Using water to wash or clean motor vehicles or trailers unless done as a means of livelihood at a commercial facility, which use may be limited by the Board of Selectmen to facilities using a completely recyclable water system or those facilities using not more than three (3) gallons of water per vehicle. This restriction shall not apply to vehicles required by law to be washed or cleaned for sanitary, health or safety reasons;
- (d) Using water to wash or flush sidewalks, driveways, pavements, porches or other outdoor surfaces;
- (e) Using water to wash the outside of buildings or structures;
- (f) Using water to wash or clean windows unless done as means of livelihood and only then by washing or cleaning exclusively from a bucket or container of three (3) gallons capacity or less;
- (g) Using water from fire hydrants, other than for health or safety;
- (h) Permitting exterior water supply lines to remain in a state of disrepair, resulting in the escape of water;
- (i) Operating an air-conditioning device or system using water as a coolant unless the same shall be of the water recirculating type;
- (j) Serving water to eating facilities' customers, except on request; and
- (k) Such other uses and activities as the Board of Selectmen shall declare following a public hearing thereon.

The Board of Selectmen may phase in the restrictions to tailor them according to the severity and nature of the water supply emergency.

Sec. 157-6. State of ground water depletion.

Upon its determination that a state of ground water depletion exists and that voluntary conservation measures have failed or are deemed inadequate to provide relief for the water shortage, the Board of Selectmen shall have the authority to apply any or all of the prohibitions contained in §157-5 to the use of water from water wells within the Town, subject to such reasonable and necessary exceptions as are determined by the Board of Selectmen to be in the public interest.

Sec. 157-7. Exceptions, application for waiver.

Any water users that consider the restrictions, as imposed, to adversely affect their livelihood, health or sanitation, may make written application for a waiver. Any such application shall be directed to the attention of the Board of Selectmen, which shall refer the application, within three (3) business days, to the Farmington Valley Health District with the request that it make a recommendation, within three (3) business days if possible, as to whether a waiver should be granted. The Board of Selectmen may grant an interim waiver pending receipt of the recommendation. Thereafter, the Board of Selectmen may delegate to Town staff the decision whether to grant a waiver. Direct rain water storage systems shall be exempt from this ordinance.

Whenever the Board of Selectmen, or Town staff exercising delegated authority, shall make an exception pursuant to §157-5, §157-6 or §157-7, it may attach reasonable conditions.

Sec. 157-8. Use of water to maintain health standards.

The Farmington Valley Health District shall have the authority to permit a reasonable use of water in any case necessary to maintain adequate health and sanitation standards.

Sec. 157-9. Violations and penalties.

Any person, business, or other entity who commits an unlawful act within the meaning of this Chapter shall be subject to a fine not to exceed fifty dollars (\$50.00) for each offense. Each violation of a separate section shall be considered a separate offense and shall not merge with a violation of any other section. Any violation continued more than one (1) day shall constitute a separate offense for each day such violation continues. Fines shall be subject to appeal pursuant to the citation hearing process authorized by General Statutes §7-152c.

Sec. 157-10. Termination of prohibitions.

Any actions of the Board of Selectmen taken under this Chapter shall continue in effect until the Board of Selectmen, after such consultations as it deems appropriate, determines that there is no continuing need for restrictions. The Board of Selectmen shall review any finding of a water shortage or state of ground water depletion at least every thirty (30) days from the date of the

initial finding. The Board of Selectmen shall cause notice of the various terminations to be published in the manner provided for in §157-3.

Sec. 157-11. Invalidity.

If any part, subsection, sentence, clause, phrase or other portion of this Chapter is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions 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:** Democratic Party Nomination
2. **Date of submission:** November 16, 2017
3. **Date of Board Meeting:** November 27, 2017
4. **Individual or Entity making the submission:** Simsbury Democratic Town Committee, Thomas Frank, Chair, Nominations Committee, 19 Banbury Drive, West Simsbury, CT 06092

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

:

Respectfully request approval of the following appointment to the **Culture Parks & Recreation Commission** following nomination by the Simsbury Democratic Town Committee on 11/15/2017 to fill an existing vacancy. This nominee is a registered voter enrolled in the Democratic Party.

Lori Coppinger ... 103 Old Farms Road, West Simsbury CT 06092

Regular Member, Culture Parks & Recreation Commission – with a term ending 01/01/2022.

6. **Summary of Submission:** Simsbury Democratic Town Committee requests approval of the above named individual to the office and term indicated.
7. **Financial Impact:** None known
8. **Description of documents included with submission:**
The following documents are included with this submission and attached hereto:

None

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Sean Askham, Michael Paine, Cheryl Cook and Elaine Lang. Absent was Christopher Kelly. Others in attendance included Jerome Shea, Town Engineer; Gerard Toner, Director of Culture, Parks and Recreation; Melissa Appleby, Deputy Director of Administrative Services; Thomas Cooke, Director of Administrative Services; David Gardner, Assessor; and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Ms. Cook made a motion to amend the agenda to:

- 1) Move up Kristen Formanek’s update on MSP and the Renters’ Rebate Program from Other Business to the end of Presentations and
- 2) To add the authorization of the First Selectwoman to submit an application for a Historic Preservation Enhancement Grant through the State Historic Preservation Office for a study to determine the viability of a multi-property submission for inclusion on the State Registry of Historic Places before Tax Refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about changing to the Town Manager form of government, the Red Stone Pub, businesses in Town, the mil rate, the War Memorial, gun permits, Probate Court security, and other issues.

Rev. David Chase spoke about consideration of an Old Growth Designation for one or more of Simsbury’s forests. He feels this Designation should be supported unanimously as it will add another dimension to forest management.

Robert Kalechman, 971 Hopmeadow Street, congratulated those who won in the election. He spoke about Simsbury TV, the War on Terror, the mil rate, police positions, and other issues.

PRESENTATIONS

• Annual Recycling Award

Mary Turner, Chairman of the Recycling Committee, said the Annual Recycling Award is being presented to the Simsbury Public Library – Susan Ray, the Adult Program Director, for the Repair Café concept. This award is given to those who provide education and assistance in conserving resources by repairing and returning devices to the public.

- **Simsbury Volunteer Ambulance Association Operational Review**

Melissa Appleby, Deputy Director of Administrative Services, gave a presentation on the Simsbury Volunteer Ambulance Association. She said their second ambulance began running in 2014. This was due to the increased in call volume during weekday, daytime hours.

Ms. Appleby said in March or April of 2017, the Board of Selectmen recommended an interim appropriation of \$50,000 to support the operational expenses with the understanding that the Town staff would conduct a more comprehensive analysis of the resources required to meet their EMS needs. The Board of Finance approved this appropriation.

Ms. Appleby gave some history of the EMS; their roles and responsibilities; their staffing structure; number of calls and responses, etc. She also did some comparisons of Towns near Simsbury.

The Board will be looking at the most minimal invasive solution for the Ambulance Association.

- **Riverside Road Status Report – Jerome Shea, Town Engineer**

Mr. Shea gave a presentation on the Riverside Road/Drake Hill Road Bridge improvement. He said this project was funded in 2012. They have been working with our engineering consultant and the State DOT for possible solutions for increasing the elevation of Riverside Road in the area immediately north and south of the Drake Hill Road Bridge.

Mr. Shea said he is planning to schedule a meeting with abutting property owners to inform them of the status and proposed plans for this project.

OTHER BUSINESS

- a) **MSP and Renters’ Rebate – Kristen Formanek, Director of Community and Social Services**

Ms. Formanek said there has been two significant programmatic changes that are being made in the new State budget. These changes will be detrimental to the Town, our most vulnerable seniors, and disabled individuals.

Ms. Formanek said the Social Services Department completes the applications and submits them to OPM, which administers the rebates. With the budget changes, the administration of the rebate would be a Town responsibility and would significantly impact our staff. The shifting of funding to the Town would cause significant impact to our budget.

Ms. Formanek said the budget also proposes cutting the income threshold by more than half for the Medicare Savings Program. This program provides financial assistance related to medical

and prescription drug coverage. The Part D coverage would eliminate the donut hole, or gap in Part D coverage.

Ms. Formanek said most of the seniors and disabled who are on this program will not be able to absorb this amount.

The Board will be watching this issue closely.

FIRST SELECTWOMAN’S REPORT

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

Ms. Heavner said there is increasing information suggesting that Simsbury’s tobacco industry played a major role in the formation of Dr. Martin Luther King’s decision to enter the ministry, she recommended that grant funding be sought for an analysis to determine whether other sites on the remaining farmland would qualify for a multi-purpose submission to the State Registry of Historic Places.

Ms. Lang said the Historic Society will give whatever information they can to support this application.

Ms. Cook made a motion to authorize the First Selectwoman to submit an application for a Historic Preservation Enhancement Grant through the State Historic Preservation Office for a study to determine the viability of a multi-property submission for inclusion on the State Registry of Historic Places. Mr. Paine seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Lang made a motion to approve tax refunds in the amount of \$14,179.63 as requested and approved by the Tax Collector. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Approve FY17 Supplemental Appropriation to close Capital Projects

Ms. Heavner said the following three capital projects, exceeded their total prior appropriations as detailed in the report:

Enno Hall Improvements (FY 2009)	\$4,657
Simsbury Farms Renovations (FY 2012)	6,614
Highway Pavement Management (FY 2015)	<u>4,575</u>
	\$15,846

Ms. Heavner said by closing out all of the outstanding capital projects listed, we will free up \$176,622 in cash that the Finance Director/Treasurer is recommending be used to partially fund a previously approved capital project (Squadron Line boiler replacement) reducing the amount needed to borrow.

Ms. Cook made a motion to approve and recommend FY17 supplemental appropriations totaling \$15,846 pursuant to Section 809(c) of the Simsbury Town Charter to close three completed capital projects as attached. Ms. Lang seconded the motion. Ms. Heavner, Ms. Lang, Ms. Cook and Mr. Paine were in favor, with Mr. Askham not in favor. Therefore, the motion passed.

c) Approve recruitment of Board of Assessment Appeal member for the 2017 Assessment Year

After some discussion, the Personnel Sub-Committee will take on this issue on recruiting new members to the Board of Assessment Appeals.

Ms. Cook made a motion to recruit and appoint two members of the Board of Assessment Appeals (BAA) to serve for the 2017 assessment year ending September 30, 2018, thereby expanding the board to five members and to recruit and appoint two alternate members of the Board of Assessment Appeals for the term expiring December 2, 2019 and one for the term expiring December 6, 2021, a total of three alternates for the Board of Assessment Appeals. Ms. Lang seconded the motion. All were in favor and the motion passed.

d) Approve supplemental appropriation from the Board of Selectmen and Board of Finance to cover the “close-vote” recount

Mr. Paine recused himself.

Ms. Heavner said subject to Connecticut Statutes Section 9-445, a Close Vote Re-canvass of the November 7, 2017 Simsbury Municipal Election must be held to re-canvass all the votes. This will include the recall of the Head Moderator and not less than six other election officials who will examine and reprocess all ballots. The estimated cost is about \$3,000 - \$5,000. Only the funds necessary will be expended.

Mr. Askham made a motion to approve a supplemental appropriation in an amount not to exceed \$5,000 to cover the costs associated with a statutorily-mandated “close-vote” re-canvass of the November 7, 2017 municipal election and recommend such appropriation to the Board of Finance for its approval. Ms. Lang seconded the motion. All were in favor and the motion passed.

Mr. Paine returned to the meeting.

e) Multi-Use Trail Connector Grant – Bloomfield to Tariffville:

- 1) Authorize acceptance of a grant in the amount of \$1,020,000**
- 2) Authorization to execute a Commitment to Fund memorandum with the State of Connecticut Department of Transportation to construct a multi-purpose trail from Tariffville to the Town of Bloomfield adjacent to State Route 187**
- 3) Authorization to execute an agreement with the Town of Bloomfield for cost sharing relative to the project**

Ms. Heavner said the Town of Simsbury and the Town of Bloomfield were notified of the approval of a joint grant application under LOTCIP in the amount of \$1,020,000 for a portion of this multi-use path from Main Street in Tariffville to a multi-use pathway in the Town of Bloomfield that is currently funded and is anticipated to be under construction next year. Bloomfield is still reviewing this application.

Ms. Lang made a motion to:

1. Authorize acceptance of a grant in the amount of \$1,020,000.00 for the multi-use trail connector from Bloomfield to Tariffville.
2. Authorize the First Selectwoman to execute a Commitment to Fund memorandum with the State of Connecticut Department of Transportation to construct a multi-purpose trail from Tariffville to the Town of Bloomfield adjacent to State Route 187. This project is being completed in cooperation of the Town of Bloomfield.
3. Authorize the First Selectwoman to execute an agreement with the Town of Bloomfield for cost sharing relative to the project subject to Town Council approval.

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

f) Approve Auction of Park Maintenance Vehicles

Mr. Toner said these auctions have been done in the past with good results. They would like to auction off:

1979 Ford F600 Dump Truck
1997 GMC 3500 Dump Truck
1997 Ford F350 Dump Truck
2000 Chevy Cavalier

Mr. Askham made a motion to authorize the auction of park maintenance vehicles to the public. Mr. Paine seconded the motion. All were in favor and the motion passed.

g) Approve the recommendations of the Culture, Parks & Recreation Commission to revise the existing Program Cancellation Policy

Mr. Toner said the Culture, Parks and Recreation Commission voted unanimously to approve changes to the Department Program Cancellation Policy. It is an upgrade/update of their current policy.

Ms. Cook made a motion to approve the recommendation of the Culture, Parks and Recreation Commission to revise the existing program cancellation policy. Ms. Lang seconded the motion. All were in favor and the motion passed.

h) Accept donation in the amount of \$3,680 from the Friends of Simsbury Farms

Mr. Toner said the Friends of the Simsbury Farms has solicited proposed projects for funding, since their inception, that would enhance and/or improve various areas of the facility. The two scoreboards at the rink are 12 and 19 years old.

Mr. Askham made a motion to accept the donation of \$3,680.00 from the Friends of Simsbury Farms, which will go toward the purchase and installation of a wireless upgrade package for the operation of the two scoreboards at the Simsbury Farms Ice Rink with our thanks. Ms. Lang seconded the motion. All were in favor and the motion passed.

i) Authorize the potential construction of basketball court(s) and refer to the Planning Commission for CGS § 8-24 referral

Ms. Heavner said the Simsbury Farms Master Plan, completed in 1998, recommended the construction of a basketball court(s) at the Complex. Due to budget constraints, etc. the project was never completed. This project was included in the FY 17/18 Park Improvement appropriation, but will not be done unless funds are available.

Ms. Lang made a motion authorize the potential construction of a basketball court(s) at Simsbury Farms to be submitted to the Planning Commission for 8-24 approval. Mr. Askham seconded the motion. All were in favor and the motion passed.

j) Authorize the Simsbury Performing Arts Center to raise funds for the Ticket Book walkway bricks

Ms. Heavner said these bricks would be consistent with the other bricks on other properties.

Mr. Askham made a motion to approve the selling of engraved bricks to raise funds for the ticket booth project and walkway provided there are no material changes in design previously approved. Ms. Lang seconded the motion. All were in favor and the motion passed.

k) Accept donation in the amount of \$4,000 from the Hartford Foundation for Public Giving to support Social Services Department programs

Ms. Lang made a motion to accept the donation of \$4,000 from The Hartford Foundation for Public Giving for the Simsbury Cheese Day, Bread Day and Food Closet Programs. Ms. Cook seconded the motion. All were in favor and the motion passed.

l) Simsbury Regional Probate Court FY18 Capital Request

Ms. Heavner said the Towns of Avon, Canton, Granby and Simsbury will share the proportionate cost of the security upgrade valued at \$6,000. Simsbury’s contribution will be funded from Simsbury’s available fund balance in the Probate Court Special Revenue Fund.

Mr. Askham made a motion to approve and recommend to the Board of Finance a supplemental appropriation in the amount of \$6,000 pursuant to Section 809(c) of the Simsbury Town Charter for security upgrades to the Regional Probate Court. Ms. Lang seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Acknowledge the resignation of Darren P. Cunningham (R) as a regular member of the Conservation Commission effective October 20, 2017

Ms. Cook made a motion to acknowledge the resignation of Darren P. Cunningham as a regular member of the Conservation Commission effective October 20, 2017 with thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Acknowledge the resignation of Margaret C. Diachenko (R) as a regular member of the Aging and Disability Commission effective October 19, 2017

Mr. Askham made a motion to acknowledge the resignation of Margaret C. Diachenko as a regular member of the Aging and Disability Commission effective October 19, 2017 with thanks. Ms. Lang seconded the motion. All were in favor and the motion passed.

c) Acknowledge the resignation of J. Paul Lanza (D) as a regular member of the Design Review Board effective October 16, 2017

Ms. Cook made a motion to acknowledge the resignation of J. Paul Lanza as a regular member of the Design Review Board effective October 16, 2017 with thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Appoint Ronald Anastasio (D) as a regular member of the Housing Authority with an expiration date of April 1, 2022

Ms. Cook made a motion to appoint Ronald Anastasio as a regular member of the Housing Authority with an expiration date of April 2, 2022. Mr. Paine seconded the motion. All were in favor and the motion passed.

- e) **Appoint Mary Sandra Fleet (R) as a regular member of the Housing Authority with an expiration date of April 1, 2022**

Ms. Cook made a motion to appoint Mary Sandra Fleet as a regular member of the Housing Authority with an expiration date on April 1, 2022. Mr. Paine seconded the motion. All were in favor and the motion passed.

- f) **Appoint Mary Sandra Fleet (R) as a regular member of the Aging and Disability Commission with an expiration date of January 1, 2019**

Ms. Cook made a motion to appoint Mary Sandra Fleet as a regular member of the Aging and Disability Commission with an expiration date of January 1, 2019. Ms. Lang seconded the motion. All were in favor and the motion passed.

- g) **Appoint Jennifer Batchelar (R) as a regular member of the Board of Education with an expiration date of December 2, 2019**

Ms. Cook made a motion to appoint Jennifer Batchelar as a regular member of the Board of Education with an expiration date of December 2, 2019. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

- a) **Regular Meeting of October 11, 2017**

There were no changes to the Regular Meeting minutes of October 11, 2017, and, therefore, the minutes were adopted.

- b) **Special Meeting of November 8, 2017**

There were no changes to the Special Meeting minutes of November 8, 2017, and, therefore, the minutes were adopted.

Ms. Heavner said there was a closed hearing on November 2, 2017 on the Deep Water Wind Project. They are now working on final briefs, which are due on December 2, 2017.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel:

- a) **Possible Action on Proposed Cost of Living Adjustment for Unaffiliated Employees**

Mr. Askham said the Personnel Sub-Committee approved a 2% cost of living adjustment for Fiscal Year 2017-18 for unaffiliated full-time employees. This increase is consistent with

increases recently negotiated with the Town’s three CSEA bargaining units and the police officer’s bargaining unit. The change will be retroactive to July 1, 2017.

Mr. Askham made a motion to approve a two percent (2%) cost of living increase for the Town of Simsbury’s unaffiliated full-time employees for Fiscal Year 2017-2018 as recommended by the Personnel Sub-Committee. Mr. Paine seconded the motion. All were in favor and the motion passed.

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

Ms. Cook said the Community for Care had to postpone the LGBTQ program, but hope to reschedule it in January. Also, there will be a presentation on Domestic Violence with a taping on SCTV. Regular programming will continue in the spring.

ADJOURN

Ms. Lang made a motion to adjourn at 8:12 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 6:04 p.m. in the Main Meeting Room of the Simsbury Town Offices, 933 Hopmeadow Street, Simsbury, CT. Present were: First Selectwoman Lisa Heavner and Board members – Sean Askham, Cheryl Cook, Christopher Kelly, Michael Paine and Elaine Lang. Also in attendance: Thomas Cooke, Director of Administrative Services and Melissa Appleby, Deputy Director of Administrative Services.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, expressed her pleasure that the town is transitioning to a Town Manager/Board of Selectmen form of government. She congratulated Maria Capriola on her appointment as the town’s first Town Manager.

Sarah Nielsen, Executive Director of the Simsbury Main Street Partnership, spoke about Black Friday and Small Business Saturday. A mailer went out to every residence and commercial property advertising discounts on gift certificates at local businesses.

SELECTMEN ACTION

Authorize the First Selectwoman to issue a conditional offer of employment for the Town Manager position

Ms. Heavner announced the conditional offer of employment for the Town Manager position to Maria Capriola, currently the Interim Town Manager in Mansfield, CT. She described the charter change that was approved by the voters in November 2016, and noted that it will take effect on December 4, 2017. Ms. Heavner described the recruitment process that has taken place over the past ten months, ending with final round interviews with three finalists. The final interview panel was comprised of the current Selectmen as well as newly elected future First Selectman Eric Wellman and Selectman Chris Peterson. Director of Administrative Services Tom Cooke and Deputy Director of Administrative Services Melissa Appleby were also on the Executive Search Committee. Ms. Heavner provided an overview of Ms. Capriola’s education and prior experience, and described the terms of Ms. Capriola’s conditional offer, including the salary, benefits, and pre-employment requirements. Ms. Heavner extended a warm welcome to Ms. Capriola.

Ms. Cook made a motion to authorize the First Selectwoman to issue a conditional offer of employment for the Town Manager position to Maria Capriola. Ms. Lang seconded the motion. Mr. Kelly, Mr. Paine, Ms. Lang, Ms. Cook and Mr. Askham all expressed their excitement for Ms. Capriola’s appointment, noting that she rose to the top of a competitive

process and impressed the Executive Search Committee with her passion and dedication to her work. Future First Selectman Eric Wellman also shared his excitement for the start of a new chapter with Ms. Capriola as Town Manager, and expressed his thanks to the Executive Search Committee for allowing him to participate in the final round of the selection process.

Ms. Heavner called for the vote; all were in favor and the motion passed. A copy of the conditional offer is attached.

ADJOURN

Ms. Cook made a motion to adjourn at 6:22 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Thomas F. Cooke
Director of Administrative Services



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

November 16, 2017

Via Regular U.S. Mail and E-Mail (meccappy@hotmail.com)

Maria E. Capriola, M.P.A.
57 Serwan Avenue
Willimantic, CT 06226

Re: Conditional Offer of Employment

Dear Maria:

On behalf of the Board of Selectmen of the Town of Simsbury, I am very pleased to extend a conditional offer of employment to you for the position of Town Manager. This letter describes the pre-employment conditions as well as the benefits, terms and conditions of employment applicable to the Town Manager position.

As you know, your employment by the Town of Simsbury is conditioned upon the ratification of this Conditional Offer of Employment or the approval of an employment agreement by the newly elected Board of Selectmen on or after December 4, 2017, when the applicable provision of the revised Charter take effect. All of the members of the newly elected Board of Selectmen were included in the decision to extend this conditional offer to you. Your conditional offer of employment by the Town of Simsbury will accordingly be on the agenda of the Board of Selectmen's first meeting on December 4, 2017. In the absence of action by the new Board of Selectmen to approve your employment, the terms of this conditional offer cannot be implemented and the offer is of no force or effect.

Pre-Employment Conditions:

- This offer is subject to the completion of a background investigation to be conducted by Municipal Resources, Inc.
- It is also subject to a pre-employment medical examination demonstrating the ability to perform the essential functions of the position, as required, and a drug test. Please sign and return the enclosed authorization form for the examination and drug test. We will be in contact regarding scheduling.
- Please provide us with copies of your of diplomas from the educational institutions from which you have received college degrees.
- Finally, your employment is conditioned upon the execution of a mutually agreeable Employment Agreement with the Town.

Terms and Conditions of Employment:

The following are key terms and conditions of employment that have been determined to be mutually agreeable. Upon receipt of confirmation of your acceptance of these terms and approval of your employment by the newly elected Board of Selectmen, the Town's attorney will incorporate these into an Employment Agreement for execution by you and the Board. Additional terms and conditions are addressed in the Town of Simsbury's Personnel Rules and Regulations which will be provided to you via a separate email. In the event of any conflict between the Personnel Rules and Regulations and the terms set forth below, the terms contained in this conditional offer and/or your Employment Agreement shall govern:

- The Employment Agreement term shall be for a term of three years, beginning upon the date that you start employment with the Town of Simsbury and subject to the earlier termination provisions below. Your start date is anticipated to be January 29, 2018 and shall be no later than February 12, 2018.
- Your starting salary for the position of Town Manager is \$152,500. At the end of your first year of employment, your base salary will increase by \$2,500 to a total of \$155,000, provided you meet mutually agreed-upon performance related goals in connection with the development of an economic strategic plan. Wage increases thereafter will be based on satisfactory job performance, shall be consistent with the general wage increase awards for non-union full-time staff and shall become effective on the effective date applicable to non-union full-time staff.
- A summary of the benefits available to you as a non-union management level employee of the Town of Simsbury is attached as Exhibit A. If you have any question about these benefits, please contact Thomas Cooke, Director of Administrative Services, at (860) 658-3264 or Eric Gomes, Human Resources, at (860) 658-3291. You shall also be entitled to the following benefits not specifically enumerated in Exhibit A:
 - **Severance:** In the event your employment with the Town of Simsbury is terminated without cause, you will be provided with severance pay and benefits as follows:
 - Termination during the first year of employment: ten (10) months of base salary and ten (10) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium.
 - Termination during the second year of employment: nine (9) months of base salary and nine (9) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium.
 - Termination during the third year of employment: eight (8) months of base salary and eight (8) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium. Your receipt of all such severance payments and benefits shall be conditioned upon your execution of a general release of all claims against the Town of Simsbury which shall be prepared by the Town's Attorney in a form acceptable to the Town.
 - **Vacation:** You will be entitled to four (4) weeks of vacation to start. You will be subject to the vacation leave benefits and accruals as other non-union full-time employees.

- **Vehicle Allowance:** You will be entitled to a vehicle allowance of \$350 per month, to include the cost of gas but excluding other travel-related costs such as parking. You agree to provide the Town of Simsbury with a Certificate of Insurance indicating that your vehicle is insured.
- **Professional Development:** The Town will cover the costs of your membership in ICMA and will cover the cost of the ICMA credentialing process should you choose to pursue it. The Town will also budget funds on a fiscal year basis for one multi-day national or regional professional development conference of your choosing (typically ICMA or GFOA), provided that professional development costs must be reasonable.
- **Moving and Relocation Expenses:** You will receive a one-time stipend of five thousand dollars (\$5,000) granted within thirty (30) days of execution of an Employment Agreement to assist with expenses associated with your relocation to the Town of Simsbury.
- **Hours of Work:** The position of Town Manager is an exempt position under state and federal law and may require work weeks of forty (40) hours or more. As an exempt employee, you are not entitled to overtime pay. Recognizing that you will be devoting a great deal of time outside of the normal work schedule, you will be allowed to establish an appropriate work schedule and to use appropriate flex time.
- **Cell Phone and Laptop:** The Town will issue and pay for a cell phone and laptop with docking station for your use in connection with Town business.
- **Conflict of Interest:** Pursuant to Chapter 13 of the Town ordinances and Section 1003 of the Town Charter concerning "Conflict of Interest", you would be required to execute a Conflict of Interest form and remain in compliance with the Code of Ethics at all times during your employment with the Town. We have enclosed a Conflict of Interest form and a copy of the Code of Ethics. You will need to execute this form and return it to this office.

Once you have accepted this conditional offer the Board of Selectmen formally announces your selection. Please work with Tom Cooke to develop a mutually acceptable press release. Please let me know the earliest date that the Town can make this announcement to the media.

Please feel free to discuss any questions you may have with Tom Cooke, our Director of Administrative Services. Tom can be reached at (860) 658-3264. I would like to extend my personal congratulations and convey the enthusiasm of the Board of Selectmen on your selection. I am sure we all look forward to working with you in the months and years ahead.

Sincerely,

Lisa L. Heavner
First Selectwoman

Enclosures

Maria E. Capriola, M.P.A.
Conditional Offer of Employment
November 16, 2017

Page 4 of 4

Cc: Thomas F. Cooke – Director of Administrative Services

I hereby accept the Town's conditional offer of employment with the terms and conditions set forth above:

Maria E. Capriola

Date: _____



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Appendix A

Employee Benefits for Unaffiliated Employees

Pension Plan

Employees have the option of participating in either the Town's Defined Benefit pension plan or the Town's Defined Contribution plan:

- The **Defined Benefit Pension Plan** requires an employee contribution of seven percent (7%) of salary to the plan. Employees are vested after five years of service.
- The **Defined Contribution Pension Plan** provides for the option of an employee contribution of either (2%) or (4%) to the plan on a pre-tax basis. The Town will contribute (2%) or (7%) of salary, respectively. Town contributions are vested on a five year graded basis.

Medical, Dental and Vision Benefits

Employees have the choice of participating in the Town's medical and dental insurance programs. In the event an employee elects to participate in these programs, the employee will pay twenty percent (20%) of the annual cost of the insurance to the Town.

Medical Plan options include an HMO or a High Deductible Health Plan (HDHP). The Town contributes (50%) of the deductible responsibility for those who elect the HDHP.

In the event an employee elects not to enroll in the Town's medical plan, the employee may receive an annual prorated credit of \$2,000.

Employees may enroll in the Vision Plan on a voluntary basis. The Town does not contribute towards the cost of the Vision plan.

Retiree Health Insurance Benefits

Retirees may participate in the Town's Retiree Health Insurance plan. At age 62 the Town pays 100% of the annual premium cost until the employee reaches age 65. Retirees may then enroll in supplemental insurance coverage. The retiree is responsible for (25%) of the annual premium cost for themselves and (100%) of the annual premium cost for dependents.

Retirees may also elect dental coverage. Retirees are responsible for 100% of the annual premium cost for themselves and their dependents.

Telephone (860) 658-3291
Facsimile (860) 658-9467

egomes@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*

457(b) Deferred Compensation Plan

Participation in the Deferred Compensation Plan is voluntary. Contributions may be made on either a pre-tax or post –tax (Roth) basis.

OPEB

Employees contribute 2.0% of pay for a period of 10 years into an Other Post Employment Benefit (OPEB) trust fund. If after 5 years if an employee does not elect or is not eligible for retiree health benefits upon separation from the Town contributions will be refunded.

Life Insurance

Life Insurance in an amount equal to two times the employees’ annual salary is provided by the Town.

Long Term Disability Insurance

Long Term Disability coverage is provided to employees by the Town in accordance with the Town of Simsbury Long Term Disability (LTD) Insurance Plan.

Vacation

Employees receive three weeks of pay upon date of hire. Employees shall earn paid vacation time for each completed month of service based upon the following schedule:

Total Service	Vacation Allowance
Hire Date	3 Weeks
5 Years	4 weeks
15 Years	5 Weeks

Holidays and Personal Days

Employees receive 12 holidays, 3 personal days and one floating holiday annually.

Paid Sick Leave

Paid sick leave up to one month’s pay is available for probationary employees. After that, the salary of a full-time employee may be continued for a period not to exceed six (6) months.

Tuition Reimbursement

Tuition reimbursement for up to two courses will be reimbursed per year.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

CRIMINAL BACKGROUND CHECK

I hereby authorize any person or organization that has any records or knowledge of me or my criminal background to provide the Town of Simsbury any such information.*

I further authorize any employer listed on my employment application, to release to the Town of Simsbury any information relative to my employment history.*

I further authorize any educational institution listed on my employment application or any records department of such educational institution to release to the Town of Simsbury any such information as the records shall contain.*

I further authorize a records check with the Department of Motor Vehicle even if my position does not require I operate a Town of Simsbury vehicle.*

*Authorization will remain in effect for (90) days from the date signed and employment is conditional upon favorable results.

PRE-EMPLOYMENT DRUG SCREENING NOTICE**

I freely and voluntarily agree to submit to a drug screen as part of my application for employment with the Town of Simsbury. I understand that either refusal to submit to the screening, or failure to qualify according to the minimum standards established the State of Connecticut for this screening, will disqualify me from further consideration for employment.

I have read in full and understand the above statement and condition of employment.
(I also understand that I will be notified of any positive results.)

Employee's Printed Name Employee's Signature Date

Social Security Number Date of Birth Driver's License Number

**For applicants under the legal age of (18), written parental or legal guardian permission is required. Please sign below if you agree to give your permission to have your under age child submit to a pre-employment drug screening test.

Parent or Legal Guardian's Printed Name Signature



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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

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

Areas of Exception:

CONFLICTS OF INTEREST - SECTION 1003

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

Signature

Name (Please Print)

Date: _____

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

www.simsbury-ct.gov
An Equal Opportunity Employer

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

PRESS RELEASE

Contact: Thomas F. Cooke
Director of Administrative Services
(860) 658-3230 – tcooke@simsbury-ct.gov

Maria Capriola Selected as Town of Simsbury's First Town Manager

FOR IMMEDIATE RELEASE – NOVEMBER 16, 2017: At a Special Meeting held on Thursday, November 16, 2017 the Simsbury Board of Selectmen voted unanimously to make a conditional offer of employment to Maria E. Capriola to serve as the Town of Simsbury's first Town Manager. "We are extremely pleased that Maria has agreed to serve as Town Manager," said Chris Kelly, Chair of the Board of Selectmen's Personnel Sub-Committee which oversaw the Town Manager recruitment process. "Her many years in municipal government, her education and her first-hand experience in Mansfield with the challenges facing Connecticut's municipalities make her the ideal candidate for Simsbury's Town Manager position." Personnel Sub-Committee member Cheryl Cook concurred: "the process produced an exceptional slate of candidates. We all feel that Simsbury's future is in excellent hands with Maria."

Capriola, who brings fifteen years of municipal government experience to Simsbury, currently serves as Interim Town Manager for the Town of Mansfield, CT. She received her Masters of Public Administration from the University of Connecticut in 2003 and started her professional career in municipal government that year with the City of Savannah, GA where she worked as a Management Intern (Fellow) and Management Analyst, Research and Budget Department. In 2006, Capriola returned to New England as Assistant Chief Administrative Officer for the City of Newburyport, MA. In that role, Capriola was responsible for managing and developing the City's operating budget. She also participated in labor negotiations and gained significant human resources experience.

Capriola was hired by the Town of Mansfield in 2007 as Assistant to the Town Manager. The position was reclassified as Assistant Town Manager in July, 2012 and Capriola was appointed Interim Town Manager in July, 2017. In addition to serving as the Town's Chief Executive Officer as Interim Town Manager, Capriola has long played a key role in Mansfield's budget development, human resources and collective bargaining as well as development and implementation of ordinances, program evaluation and development of shared services opportunities.

The Town's search for a Town Manager began with recruitment of an Executive Search Firm in March, 2017. Municipal Resources, Inc. was hired by the Town in May, 2017 and conducted a nation-wide search for Town Manager candidates after conducting interviews and surveys of town residents and staff to identify the core job responsibilities and competencies necessary for the position.

In November, 2016 the Town of Simsbury voted to change its form of government to a Town Manager/Board of Selectmen form, with the Town Manager assuming the role of chief executive of the Town. Under this form, the Town Manager is appointed by and reports directly to the Board of Selectmen. Because the new form of government does not take effect until December 4, 2017

Capriola's appointment must be ratified by the newly elected Board of Selectmen at its organizational meeting on that date. Newly elected Board Members, including future First Selectman Eric Wellman and Selectman Chris Peterson, were appointed to the Executive Search Committee after their election and participated in interviews and the final selection process

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