



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – November 14, 2018 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- a) Annual Recycling Committee Award

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Ensign Bickford Foundation Donation
- c) Proposed Simsbury Main Street Partnership Donation
- d) Proposed Keller Williams Realty of Greater Hartford Donation
- e) Amendment to Connecticut Recreation Trails Program Grant - Multi-Use Trail to Curtiss/Pattison Parks
- f) Proposed Revisions to Purchasing Policy
- g) Proposed Change in Work Hours for Public Works Administrative Secretary II
- h) Proposed Reclassification of Supervisor of Buildings and Grounds Position
- i) Proposed Revisions to Code Enforcement Officer Job Description & Job Title
- j) Implementation of Flexible Spending Account (FSA) Plans
- k) Discussion of 2018-2019 Board of Selectmen Goals
- l) Discussion on Economic Development Commission Work Plan
- m) Proposed Board of Selectmen Meeting Schedule



APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment of Karin Stewart to the Communications Committee of the North Central Emergency Management Services Council
- b) Resignation of Geoffrey Dale as Trustee from the Belden Combined Trusts
- c) Resignation of Paul McAlenney as Trustee from the Belden Combined Trusts
- d) Proposed Appointment of Christopher Drew as a Trustee to the Belden Combined Trusts
- e) Proposed Appointment of Stephen Gellman as a Trustee to the Belden Combined Trusts
- f) Proposed Appointment of Joe Buda to the Central Regional Tourism District Board of Directors

REVIEW OF MINUTES

- a) Regular Meeting of October 22, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from M. Glidden re: Updated Public Gathering Permit Application and Process, dated November 5, 2018
- b) Memorandum from M. Capriola and N. Boulter re: Summary of Bear Data, dated October 26, 2018

EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind
- b) Pursuant to CGS §1-200(6)(B) concerning Pending Claims Litigation – Stop & Shop Supermarket Company, LLC v. Town of Simsbury (Assessment Appeal)

Possible Action on Stop and Shop Assessment Appeal (return to open session)

EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(A) – Annual Performance Review of the Town Manager

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Annual Recycling Committee Award
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Roy, Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action is required.
5. **Summary of Submission:**
Each year the Town Recycling Committee provides an award to recognize efforts of companies or individuals that support recycling in our community. This award has been provided to deserving recipients since 1997. The recipient will be announced at the meeting. Mary Turner, Recycling Committee Chair will present the award.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective November 14, 2018 to approve the presented tax refunds in the amount of \$2,864.53, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.
5. **Summary of Submission:**
Tax refunds need to be issued from time to time for motor vehicles, real property, and personal property. Some of the most common reasons tax refunds need to be issued for motor vehicles include: sale of the vehicle; the vehicle is destroyed; the vehicle is donated; the owner has moved out of state; or, the owner has successfully appealed the taxes. Real estate refunds are typically due to the fact that during the sale or refinancing of a property, both a bank and an attorney's office have paid taxes owed, resulting in an overpayment to the Town. Overpayments of personal property taxes are rare; often overpayments of personal property are due to a person or entity forgetting that they paid in full in July, then also sending the January installment.

In a legal opinion from the Town Attorney dated May 22, 2001, he stated that CGS §12-129 "requires that all applications for tax refunds be referred to the Board (of Selectmen) for their consideration and action." Once approved by the Board of Selectmen, the Town Manager will sign off on tax refund applications. As a reminder, the Tax Collector's Office is responsible for collecting revenue for the Fire District pursuant to Special Act #264 of the Legislature in 1945. However, tax refunds for the Fire District are not under the jurisdiction of nor approved by the Board of Selectmen and are therefore not included in the requested tax refunds presented.
6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$2,864.53. The attachment dated November 14, 2018 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated November 14, 2018

REQUESTED TAX REFUNDS
NOVEMBER 14, 2018

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
JP Morgan Chase Bank	16-03-59553	\$189.84		\$189.84
Total 2016		\$189.84	\$0.00	\$189.84
List 2017				
Bailey Michael	17-03-50852	\$42.47		\$42.47
Busick Hilary	17-03-52396	\$10.64		\$10.64
CAB East LLC	17-03-52489	\$107.29		\$107.29
Davis Anne	17-03-54361	\$22.18		\$22.18
HONDA Lease Trust	17-03-58421	\$227.41		\$227.41
JP Morgan Chase Bank	17-03-59403	\$601.66		\$601.66
Kahl Leslie M	17-03-59603	\$31.57		\$31.57
Newton John S	17-03-63626	\$175.36		\$175.36
Perry Deborah L	17-03-64831	\$44.14		\$44.14
Pomeroy Kristin	17-03-65137	\$35.70		\$35.70
Toyota Lease Trust	17-03-68979	\$383.87		\$383.87
Toyota Lease Trust	17-03-69009	\$378.62		\$378.62
Toyota Lease Trust	17-03-69212	\$285.53		\$285.53
USB Leasing LT	17-03-69511	\$73.42		\$73.42
VW Credit Leasing	17-03-69982	\$254.83		\$254.83
Total 2017		\$2,674.69	\$0.00	\$2,674.69
TOTAL 2016		\$189.84	\$0.00	\$189.84
TOTAL 2017		\$2,674.69	\$0.00	\$2,674.69
TOTAL ALL YEARS		\$2,864.53	\$0.00	\$2,864.53



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Ensign Bickford Foundation Donation
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the donation from the Ensign Bickford Foundation, the following motion is in order:

Move, effective November 14, 2018 to accept a donation from the Ensign Bickford Foundation in the amount of \$2,500 for the purpose of sponsoring the 6th Annual Try Simsbury Adventure Race (Simsbury Try-Athlon).
5. **Summary of Submission:**
Ensign Bickford Foundation has provided the Try Simsbury Adventure Race with a financial donation to support the 2019 event which will be held on May 5, 2019.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Ensign Bickford Foundation.
6. **Financial Impact:**
The Town has received a donation from the Ensign Bickford Foundation in the amount of \$2,500 to be used to support expenses associated with the production of the 6th Annual Try Simsbury Adventure Race. The funds would be deposited into the Simsbury Try-athlon special revenue fund used for this program.
7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Simsbury Main Street Partnership Donation
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the donation from Simsbury Main Street Partnership, the following motion is in order:

Move, effective November 14, 2018 to accept a donation in the amount of \$5,000 from Simsbury Main Street Partnership Inc. for the purpose of supporting the annual Simsbury Celebrates event.
5. **Summary of Submission:**
Simsbury Main Street Partnership has provided the Simsbury Celebrates Organizing Committee with a financial donation to support their 2018 event which will be held on Saturday, November 24, 2018. Simsbury Main Street Partnership received the funds from the Hartford Foundation for Public Giving, Richard P. Garmany Fund as part of a grant to support the event.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Simsbury Main Street Partnership.
6. **Financial Impact:**
The Town has received a donation from Simsbury Main Street Partnership in the amount of \$5,000 to be used to support expenses associated with the production of the annual Simsbury Celebrates event. The funds would be deposited into the Simsbury Celebrates special revenue fund used for this program.
7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Keller Williams Realty of Greater Hartford Donation
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the donation from Keller Williams Realty, the following motion is in order:

Move, effective November 14, 2018 to accept a donation in the amount of \$2,000 from Keller Williams Realty of Greater Hartford for the purpose of supporting the annual Simsbury Celebrates event.
5. **Summary of Submission:**
Keller Williams Realty has provided the Simsbury Celebrates Organizing Committee with a financial donation to support their 2018 event which will be held on Saturday, November 24, 2018.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to Keller Williams Realty of Greater Hartford.
6. **Financial Impact:**
The Town has received a donation from Keller Williams Realty of Greater Hartford in the amount of \$2,000 to be used to support expenses associated with the production of the annual Simsbury Celebrates event. The funds would be deposited into the Simsbury Celebrates special revenue fund used for this program.
7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Amendment to Connecticut Recreation Trails Program (CRTP) Grant – Multi-use Trail to Curtiss/Pattison Parks
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Jerome F. Shea, Town Engineer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports extending the CRTP grant to January 31, 2021, the following motions are in order:

Move, effective, November 14, 2018, to authorize Town Manager Maria E. Capriola to execute the contract amendment from the State of Connecticut Department of Energy and Environmental Protection (DEEP) to be in effect from January 13, 2017 to January 31, 2021.

Move, effective, November 14, 2018, to approve the attached resolution that authorizes the Town Manager to enter into contracts with the Department of Energy and Environmental Protection on behalf of the Town of Simsbury.

Move, effective, November 14, 2018, to authorize the Town Manager to execute the State of Connecticut Nondiscrimination Certification on behalf of the Town of Simsbury.

5. **Summary of Submission:**
The contract amendment extends the deadline for the CRTP grant from January 31, 2019 to January 31, 2021. The grant award is being used for both design and construction of the multi-use trail connection from Tariffville to Curtiss/Pattison Parks. The project is currently in the design phase with construction anticipated to begin in 2020.

The attached resolution updates the 2016 resolution to reflect the change in government.

The Nondiscrimination Certificate is a standard state form for all contracts valued at \$50,000 or more. The 2009 certification (attached for reference) filed with the grant application in 2016 will not be accepted by the Office of the Attorney General.

6. **Financial Impact:**
The total grant award is in the amount of \$305,000. To date approximately \$18,400 of the grant funds have been expended on design. The funds can be used for both design and construction of the multi-use trail.

7. Description of Documents Included with Submission:

- a) Department of Energy and Environmental Protection Grant Amendment and Letter, dated October 23, 2018
- b) Connecticut Recreation Trails Program Grant Certified Resolution
- c) State of Connecticut Nondiscrimination Certification (Form D)
- d) Previous Nondiscrimination Resolution Filed with Grant Application, dated December 4, 2009



REC'D OCT 26 2018

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

October 23, 2018

Mr. Adam D. Kessler
Project Engineer
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Multi-Use Trail to Curtiss and Patterson Parks

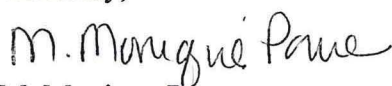
Dear Mr. Kessler:

Enclosed for signature are 2 copies of a contract AMENDMENT between the Town of Simsbury and the Department of Energy and Environmental Protection providing funding for the above referenced project. Each contract consists of a packet containing a signature page. This contract is in the amount of \$305,000.00 and will be in effect from 1/13/2017 through 1/31/2021.

For timely contract approval, we request that the attached documents be returned on or before **November 13, 2018**.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 447-4353. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Laurie Giannotti at (860) 424-3578.

Sincerely,


M. Monique Powe
Secretary

LG/mp
enclosures

Contract

Processing Instructions

CHRO Contract Compliance Monitoring Report Forms (if over \$4,000)

Model Nondiscrimination Certification (Use Form A, B, C, D or E.)

Processing Instructions

1. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;
- a. Obtain a **Nondiscrimination Certification** (not required for governmental entities) attesting that you or your company have adopted a policy which supports the nondiscrimination policies included in CGS Sec. 4a-60 and 4a-60a as amended. A copy of the form is attached and is also available in electronic format from the following website
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.
2. In accordance with CHRO Regulations, contracts in excess of \$4,000.00 require completion and submission of certain Contract Compliance paperwork by the Contractor. Before we can release payment on the contract, this paperwork must be completed and submitted to DEEP. In certain cases CHRO requires pre-approval of an Affirmative Action Plan prior to execution of a contract.

Contract Amount	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE's, as applic.	Affirmative Action Plan Required	CHRO Requires Pre Approval of Affirmative Action Plan
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

Electronic versions of all of the CHRO Contract Compliance Forms are available on-line at: by navigating to *Contract Compliance* then *Contract Compliance Forms* from the following link: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

3. Return the contract in its entirety (as described in the first paragraph of this letter), along with the Non-discrimination Certification and CHRO paperwork as soon as possible in order to obtain the remaining state approvals. If you were unable to upload the certifications on the BizNet Connection, hard copies of those documents must be submitted.

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)
☐ ORIGINAL
☒ AMENDMENT

(2) IDENTIFICATION #s.
P.S. 2017-165
P.O. 52623

CONTRACTOR	(3) CONTRACTOR NAME Town of Simsbury		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 933 Hopmeadow Street, Simsbury, CT 06070		
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - BOR, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127		(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) 1/13/2019	THROUGH (TO) 1/31/2021	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Contract PSA #2017-165 dated 1/13/17 is hereby amended as follows:
The contract is extended by 24 months to change the end date of the contract from 1/13/2019 to 1/13/2021.

All other prior provisions remain in effect.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Total Payments Not to Exceed the Maximum Amount of \$305,000.00

(11) OBLIGATED AMOUNT \$305,000.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$305,0000.00	DEP44321	12052	43314	64002	DEPA00029000173	155005	2019			55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended PA15-190; CGS Sec. 23-103 as amended	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page.*

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

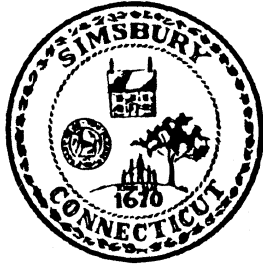
“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Connecticut Recreation Trails Program Grant for Multi-Use Trail to Curtiss/Pattison Parks "Certified Resolution"

Be it resolved that it is in the best interests of the Town of Simsbury to enter into contracts with the Department of Energy and Environmental Protection.

In furtherance of this resolution, Maria E. Capriola, the Town Manager, is duly authorized to enter into and sign said contracts on behalf of the Town of Simsbury. The Town Manager is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Town Clerk is authorized to impress the seal of the Town of Simsbury on any such document, amendment, rescission, or revision.

I, Ericka Butler, the Clerk, of the Town of Simsbury, do hereby certify this to be a true copy of the resolution duly adopted at the Board of Selectmen Meeting on Wednesday, November 14, 2018, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.

Ericka Butler, Town Clerk

Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity
an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth
certify that the following is a true and correct copy of a resolution adopted on the _____ day of
_____, 20_____ by the governing body of _____,
Name of Entity
in accordance with all of its documents of governance and management and the laws of
_____, and further certify that such resolution has not been modified
Name of State or Commonwealth
or revoked, and is in full force and effect.

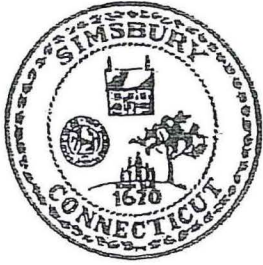
RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20_____.

Authorized Signatory

Date

Printed Name



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

NONDISCRIMINATION CERTIFICATION

I, Anita R. Schwager, Assistant Town Clerk, of the Town of Simsbury, Connecticut an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the twenty-fourth day of March, 2008, by the governing body of the Town of Simsbury, in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded, or revoked, and is, at present, in full force and effect.

RESOLVED: That the Town of Simsbury hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certification this 4th day of December 2009.

By:

Print Name: Anita R. Schwager

Title: Assistant Town Clerk, Town of Simsbury, Connecticut





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Revisions to Purchasing Policy
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Amy N. Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the revisions to the Purchasing Policy, the following motion is in order:

Move, effective November 14, 2018 to adopt the proposed revisions to the Purchasing Policy as presented.

5. **Summary of Submission:**
Policy review on a regular basis ensures the Town's policies remain effective and in compliance with best practice. The Board of Finance has requested review of the Town's current financial policies for possible update and implementation.

The Purchasing Policy was last adopted in its entirety by the Town on March 23, 1992. The Board of Selectmen identified updating the Purchasing Policy as a goal for the Town Manager.

The proposed revisions to the Purchasing Policy were reviewed by the Board of Finance at their August 21, 2018 meeting. Several recommendations for consideration were made by Board of Finance members that were shared with the Board of Selectmen.

The Board of Selectmen established a work group to review this matter at its September 24, 2018 meeting. The group was tasked with reviewing the Board of Finance's feedback as well as further vetting the proposed revisions to the Purchasing Policy. The most recent version of the revised Purchasing Policy, which was endorsed by the Selectmen work group, is attached. The work group does not recommend creating a Purchasing Ordinance.

The Town Attorney previously reviewed the draft policy. We have also attached for your reference the purchasing procedures and guidelines that will be distributed to staff. Finance staff has been training departments on purchase orders, our financial system, and financial procedures.

6. **Financial Impact:**
None

7. Description of Documents Included with Submission:

- a) Proposed Purchasing Policy (version to be included as an appendix in Town code)
- b) Proposed Purchasing Procedures and Guidelines (departmental operating procedures)

Close
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Town of Simsbury, CT

Sunday, August 12, 2018

Chapter A161. Purchasing

[HISTORY: Adopted by the Board of Selectmen of the Town of Simsbury 3-23-1992.^[1] Amendments noted where applicable.]

GENERAL REFERENCES

First Selectman duties — See Charter Section 602.

Expenditures and accounting — See Charter Section 912.

^[1]

Editor's Note: This resolution also repealed former Ch. A161, Purchasing, adopted 5-30-1990.

§ A161-1. Purpose; objectives.

A. Be it resolved by the Board of Selectmen of the Town of Simsbury that in order to amplify Sections ~~602 and 912~~ 812 of the Town Charter and to provide a systematic and uniform standard of purchasing policies, the Board hereby adopts the following procedures which are incorporated into this chapter.

B. Purchasing objectives:

(1) To procure materials, supplies, equipment, public improvements, and services at the lowest cost while obtaining the highest quality products and services possible. ~~consistent with the quality and service rendered.~~

(2) To conduct purchasing without regard to political affiliation, race, color, creed, sex, age, religion, national origin, marital status, sexual orientation, genetic makeup, gender identity, military service and veteran's status, disability, or any other protected class, family relationship or business associations of vendors, contractors or consultants.

§ A161-2. Purchase orders required.

All proposed purchases shall be supported by a purchase order ~~issued prior to purchase~~, signed by the issuing department head and the Finance Director or his/her agent. Oral approval may be given in emergencies but shall be followed immediately by a written purchase order.

Notwithstanding the provisions of this section, the Finance Director may allow budgeted agencies to use purchasing cards for purchases not exceeding \$1,000, unless such agency receives written approval from the Finance Director to exceed such amount. No budgeted agency, or any official, employee or agent of a budgeted agency, shall incur any obligation using such a card, except in accordance with procedures established by the Finance Director.

§ A161-3. Annual orders.

Annual orders of items used on a volume basis, which exceed, in the aggregate, ~~\$10,000~~ \$2,000, shall follow the procedures outlined below. ~~No scheduled purchase on the annual order shall exceed \$100 unless authorized by a purchase order.~~

§ A161-4. Verbal and written quotes.

Purchases in ~~excess of \$10,000 amounts from \$500 to \$2,000 but less than \$25,000~~ shall have documented verbal or written quotes, whenever possible, from at least ~~two three~~ vendors. ~~Purchases in amounts from \$2,000 to \$7,500 shall have written quotes, whenever possible, from at least three vendors.~~

§ A161-5. Bids; contracts required.

Purchases or contracts expected to exceed ~~\$25,000~~ \$7,500 shall require formal sealed bids and the execution of a written contract between the ~~lowest responsible~~, qualified bidder and the Town. Such sealed bids shall ~~be~~ opened in public at the time and place designated in the specifications. The Town may accept substitutes that meet the same criteria as outlined in the specifications. Requests for formal sealed bids shall be issued by the issuing department head, received by the date due and turned in to the Finance Director.

~~A. Bids expected to be between \$7,500 and \$25,000 shall be solicited from at least three vendors from a list of interested vendors. The vendor list shall be maintained, updated, and distributed by the Finance Director or his agent. A notice shall be published in a newspaper having a general circulation in the Hartford area, during the first week of May and the first week of June each year, inviting all interested vendors and contractors to submit their names and area of interest to the Finance Director. Vendors may be added to the list at any time, or at the initiative of the Finance Director. Every attempt shall be made to retain a list containing no fewer than three vendors. In case of exception, approval of the Board of Selectmen shall be required.~~

B. Purchases or contracts expected to exceed \$25,000 shall be advertised at least 10 days prior to the bid opening in a newspaper having a general circulation in the Hartford area on a website such as but not limited to the CT Department of Administrative Services website or the Town's official website as a by means of a formal "invitation to bid."

C. An appropriate fee may be charged for a copy of plans and specifications, said fee, or portion thereof, to be refunded upon return of the plans and specifications within the designated period.

D. A bid bond equal to 5% of the bid, a 100% performance bond and a 100% labor and materials or payment bond shall be posted for all contracts in excess of \$15,000, other than commodities, in a manner acceptable to the Director of Finance. Bid bonds will be evaluated as part of the bid process. The department head, in conjunction with the Finance Director, will determine if the inclusion of a bid bond is in the best interest of the town.

§ A161-6. Awarding of contract.

The Finance Director or his/her designee or Town Manager or his/her designee ~~the First Selectman~~ is authorized to award contracts, ~~with the following exception, which shall be awarded by action of the Board of Selectmen: any bid other than the lowest responsible bid when the contract or purchase is in excess of \$5,000.~~

§ A161-7. Signing of purchase orders or contract.

A. The Finance Director or his/her designee and/or Town Manager or his/her designee ~~First Selectman~~ is authorized to sign all purchase orders. The Town Manager or his/her designee ~~First Selectman~~ is authorized to sign all formal contracts approved under the appropriate procedure as stipulated herein.

B. Under an existing contract, any change order which increases the contract amount shall be subject to prior budgetary approval by the Finance Director and approved by the Town Manager or his/her designee, ~~First Selectman~~ for any change in the scope of the project.

§ A161-8. Rejection of bids.

The board, person or agent having the authority to award may reject any or all bids, part of all bids or all bids for any one or more supplies or contractual services included in the proposed contract, or waive defects in same when the public interest will be served best thereby.

§ A161-9. Determination of equal bids.

~~In the case of equal bids involving a local and outside vendor, the local vendor shall be given preference, providing that both are equally qualified to perform the service. If two equally qualified outside (local) bidders submit equal bids, the winner shall be selected by drawing lots or the flip of a coin.~~

§ A161-9.1. Local vendor preference; Town-based business.

A. If any Simsbury based vendor responds to a bid notice and comes within 5% of the lowest bidder, all qualifications considered equal, the local based vendor will be allowed the opportunity to adjust their bid to match that of the lowest bidder.

[Added 10-26-2009]

A. "Town-based business" defined. "Town-based business" shall mean a business with a principle place of business located within the Town of Simsbury. A business shall be considered to be a Town-based business by establishing through competent evidence that the business has a bona fide principle place of business in Simsbury. Such evidence shall include proof of fee ownership or a

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~~long-term lease of the real estate for the building where the principal place of business is operated. A documented Town-based business shall maintain such status throughout the term of any contract with the Town of Simsbury. Failure to maintain such status or to keep current on all property tax obligations to the Town of Simsbury or the Simsbury Fire District shall be grounds for the Town to terminate the contract.~~

B. Local vendor preference. For the procurement of any goods advertised for bid pursuant to the Town's Purchasing Regulations, as amended, the lowest responsible bid shall be determined in the following order:

(1) Any Town-based business which has submitted a responsible, responsive bid for purchases exceeding \$2,500 but less than \$250,000, which is not more than 5% higher than the lowest qualified bid or quote, may be awarded the contract so long as such Town-based business meets the specification requirements and details and agrees to provide the supplies, materials, equipment, commodities and/or services which are the subject of such procurement at the same price and the same contract terms as the lowest qualified bid received. Notwithstanding the foregoing, to qualify for the bid award, each Town-based business shall meet all other terms, conditions and requirements set forth in the purchasing regulations and the bid solicitation. This section shall not apply to bids for purchases in excess of \$250,000.

(2) In the event that more than one Town-based business submits a bid or quote not more than 5% higher than the lowest qualified bid or quote, the award shall be to that Town-based business originally submitting the lowest qualified bid or quote.

C. Implementation of local bidder preference. Any bidder claiming to meet the requirements of a Town-based business as defined in this section shall be required to submit a signed Town-based bidder affidavit form with the bid submittal. Such affidavit shall include a certification that the Town-based business is paid in full on all current property tax obligations owed to the Town of Simsbury and the Simsbury Fire District. Failure to submit the Town-approved affidavit form shall result in disqualification as a Town-based bidder and ineligibility for contract award unless such requirement is waived by the Town upon a finding by the Town that such waiver is in the Town's best interest. This section applies to bids submitted by vendors and contractors that will directly supply the Town's requirements and specifically excludes agents and/or subcontractors of general contractors.

D. Restrictions on use of local bidder preference. This section shall not apply to any bid solicitation where the preference created by this section would violate federal and state law or any existing contracts. This section shall not apply in bid solicitations where the bid requested involves a cooperative purchasing arrangement between the town and other municipalities, the State of Connecticut or the Capitol Region Council of Governments Purchasing Council.

E. Expiration. This section shall expire on November 1, 2013, unless it is reauthorized by the Board of Selectmen.

§ A161-10. Exemption from bids.

A. Purchases made through or on the basis of regional, ~~or state,~~ local government or cooperative agency bids shall be exempted from any bidding procedures.

B. A purchase may be made or contract awarded for a supply, service or construction item without a competitive bid when it is determined that there is only one source for the required supply, service or construction item. ~~Such determination shall be made after appropriate advertisement in the newspaper, trade magazine, or similar medium of general circulation.~~

C. The bid procedures outlined herein can be waived at any time if it is deemed to be in the best interest of the Town of Simsbury by the Finance Director and the Town Manager. All waivers shall be reported to the Board of Selectmen at the next regularly scheduled meeting for review.

§ A161-11. Professional services contracts.

Contracts for professional services (legal, engineering, architectural, etc.) in excess of \$50,000 are required to go out for a request for qualifications (RFQ). Services under \$50,000 shall not be governed by these regulations, but every effort shall be made to secure well-qualified professionals at the best terms possible for the Town.

§ A161-12. Emergencies.

A. In case of emergency the Finance Director ~~First Selectman~~ may, or in the best interest of the Town, the Town Manager ~~Board of Selectmen~~ may, waive the procedures outlined herein, ~~and the Board of Selectmen may prescribe alternative procedures for specific situations.~~

B. Emergency situations shall be those in which the operation of a department would be seriously hampered; or in which life, limb or property may be endangered; or in which the health or welfare of the general public is seriously threatened; or a natural or man-made disaster has occurred.

§ A161-13. When effective; revisions.

These bidding and purchasing regulations shall become effective as of March 23, 1992, and may be revised or amended from time to time by formal action of the Board of Selectmen.

§ A161-14. Board of Education transactions.

Separate procedures shall be established for Board of Education transactions.

§ A161-15. Conflict with Charter or state law.

In the event of any conflict between these procedures and the Charter of the Town of Simsbury or the Connecticut General Statutes, these procedures shall be construed to conform to the Charter or

statutes, as the case may be.

§ A161-16. Review and adoption.

The procedures outlined herein shall be reviewed, amended ~~if necessary~~, and adopted by the Board of Selectmen as needed on an annual basis. These procedures shall remain in effect until amended.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY PURCHASING PROCEDURES AND GUIDELINES

I. Purpose

The purpose of this policy is to ensure that the Town of Simsbury obtains the highest quality of desired goods and services at the most competitive price. Further, this policy aims to streamline the procurement process while maintaining adequate internal controls.

II. Applicability

This policy applies to all staff, elected officials, and appointed officials involved in the procurement process.

III. Effective Date

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

IV. Policy

A. Purchasing Agent

The Finance Director or his/her designee shall serve as the purchasing agent for the Town of Simsbury. He/she shall be responsible for the procurement of all goods and services as outlined in Chapter A161 of the Code of the Town of Simsbury. The Town Manager or his/her designee shall also be responsible for signing all contracts awarded to a vendor.

B. Competitive Quotes/Bid Thresholds

All purchases between \$10,000 - \$25,000 shall have quotes solicited from at least two (2) vendors. Vendor quotes can be written or verbal.

Bids shall be issued for purchases in excess of \$25,000 and require a formal written contract unless the Town can take advantage of a regional, state, local government or cooperative agency contract. This applies to annual orders (items purchased on volume basis) as well.

Bid bonds will be evaluated as part of the bid process. The department head, in conjunction with the Finance Director, will determine if the inclusion of a bid bond is in the best interest of the town.

A request for qualifications along with a request for proposal shall be issued for professional services (i.e. legal, engineering, architectural, etc.) contracts in excess of \$50,000 unless the Town can take advantage of a regional, State or cooperative agency contract.

Bid procedures outlined herein can be waived at any time if it is deemed to be in the best interest of the Town of Simsbury by the Finance Director and the Town Manager. All waivers shall be reported to the Board of Selectmen at the next regularly scheduled meeting for review.

Federal Grant Requirement: Bids shall be issued for purchases in excess of \$10,000 (or most recent update to the 2 CFR 200.318 – General Procurement Standards included in the Code of Federal Regulations)

C. Contracts and Credit Applications

All credit applications shall be completed and signed by only the Finance Director or his/her designee. All vendor contracts shall be completed and signed by the Town Manager or his/her designee.

It is the responsibility of the department head and Finance Director to ensure that contractors perform in accordance with the terms, conditions and specifications in their contracts or purchase orders.

D. Conflicts of Interest

A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Any conflict of interest must be disclosed in writing to the Finance Director. The conflict statement will be reviewed by the Finance Director as well as the Town Manager and a determination will be made as to whether to proceed with the respective vendor and formalized in writing.

If the conflict of interest resides with the Finance Director or Town Manager, the Deputy Town Manager will assist in the review and final determination as to whether to proceed with respective vendor.

Federal Grant Requirement: No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest (as defined above).

E. Vendor Selection

The following considerations shall be evaluated during the process of vendor selection:

- The Town is encouraged to take advantage of the lowest possible price while obtaining the highest quality products and services.
- The Town shall ensure the selected vendor is able to provide the products/services in a timely manner.
- The acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- The Town is encouraged to use refurbished, excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- The Town is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Local Vendor Benefit – If any Simsbury *based* vendor responds to a bid notice and comes within 5% of the lowest bidder, all qualifications considered equal, the local based vendor will be allowed the opportunity to adjust their bid to match that of the lowest bidder.
- *Federal Grant Requirement:* The Town may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

F. Grant Funded Purchases

All purchases utilizing grant funds shall follow the Town purchasing policies and procedures as established in this policy.

G. Emergency Purchases

An emergency exists when the operation of a department would be seriously hampered; or in which life, limb or property may be endangered; or in which the health or welfare of the general public is seriously threatened; or a natural or man-made disaster has occurred.

If an emergency determination is made by the Town Manager or Finance Director it may be necessary to deviate from the formal purchasing process. Once the emergency situation has

been rectified, all purchases made related to this emergency shall be formalized by the purchasing process as soon as possible.

If a contract is required as part of rectifying the emergency situation, consideration should be made to a short term contract with limited authority whenever possible.

V. Procedures

A. New Vendors/Change in Vendor Information

All new vendor requests or changes in vendor information shall be sent to the Finance Specialist via email, with a copy (“cc”) to the Finance Director. The body of the email should include, at a minimum, the vendor name and address or applicable change to current vendor information. Once the vendor is set up or modified in the accounting system, the Finance Specialist will email the requestor back with the vendor code.

If a new vendor is being requested, please attach a copy of the W9. This needs to be done in addition to including the vendor information in the body of the email, as the email will be saved electronically for audit purposes.

B. Purchase Orders

Department heads and their staff shall submit a purchase order for all purchases. All purchase orders will be approved by the respective department head as well as the Finance Director.

i. Purchase Order Descriptions

Purchase order descriptions should be clear and items/services being purchased easily identifiable.

Item numbers or serial numbers can be included within the description, but should not be provided in place of the description.

When utilizing the attachment feature within the purchase order system (discussed below), “see attached” should not be used as a description. Purchase order descriptions are transferred into the general ledger reporting and actual descriptions are necessary.

When making large orders with multiple items, a sample of what is being purchased as the description is acceptable. Requestors do not need to itemize every item that makes up the large order.

ii. Approval Thresholds

Purchases up to \$1,000 need to be entered as a purchase in the accounting system via purchase order within three (3) days of making the purchase.

Purchases over \$1,000 but less than \$7,500 shall be approved by the department head prior to making the purchase.

Purchases in excess of \$7,500 shall be approved by the department head and the Finance Director prior to making the purchase. Requestors must include within the “Notes” section of the purchase order whether quotes or bids were received. If they were not received, requestor must indicate the justification as to why quotes or bids were not obtained (i.e. use of State contract).

iii. Blanket Purchase Orders

Blanket purchase orders are encouraged for standard, re-occurring purchases during the year. This can include items such as utilities, maintenance/service contracts and open orders for supplies.

iv. Payment Processing

When creating a purchase order, requestors are able to add attachments to the purchase order that can be viewed by the Finance Department (e.g. quotes received, a copy of the order placed if multiple items are being ordered, etc.). Utilization of this feature is encouraged so all items related to the purchase order are maintained in one place.

Once the goods/services have been received, a copy of the purchase order should be forwarded to the Finance Specialist noting on the purchase order “partial payment” or “payment in full.” If a partial payment is requested, the amount requested will be paid and purchase order kept open for future payments. If payment in full is requested, the amount requested will be paid and purchase order closed. If there is a remaining balance on the purchase order after the payment in full is made, this remaining balance will be liquidated and “returned” to the department budget for use.

v. Invoices

If the invoice is received by the Finance Department directly, payment will be processed according to the instructions on the purchase order copy received by the Finance Specialist.

If the invoice is received by your department, please forward to the Finance Specialist.

If the invoice is received via email, the invoice and a copy of the email should be forwarded to the Finance Specialist.

Only **original, itemized receipts/invoices** will be accepted for payment processing.

vi. Purchase Order Cancellations (Liquidations)

If a purchase order is no longer needed, an email should be sent to the Finance Specialist indicating the purchase order number to be cancelled/liquidated. The email will be saved electronically for audit purposes.

C. Employee Reimbursements

Employees are eligible for reimbursement from the Town for a number of different expenditures as outlined in the Town of Simsbury Personnel Rules and Regulations and relevant collective bargaining agreements.

Employee reimbursement requests should be submitted utilizing the Employee Reimbursement Request Form. This form should be submitted with the original, itemized receipts to the Finance Specialist for processing.

Under no circumstances is an employee or Town official allowed to approve their own expenditure reimbursements.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Change in Work Hours for Public Works Administrative Secretary II
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports changing the hours of the Administrative Secretary II position at the Department of Public Works, the following motion is in order:

Move effective, November 14, 2018 to approve the change in work schedule for the Department of Public Works' Administrative Secretary II position to 40 hours per week and to authorize Town Manager Maria E. Capriola to execute the attached memorandum of agreement.
5. **Summary of Submission:**
Management has an interest in changing the work schedule for the Public Works Administrative Secretary II position from 35 hours per week to 40 hours per week. This position is responsible for supporting the Public Works Director, the Highway Division, and the Facilities Division. Currently all administrative positions in Public Works, including the WPCA are 40 hours per week except this position. The Administrative Secretary position at the WPCA was changed to 40 hours per week in October 2015.

It can often be difficult to make changes to positions when there is an incumbent in the position. The person that most recently held this position retired over the summer and a permanent replacement has not yet been found. Temporary employees have been filling in while the recruitment is underway. If this change is to be made, I believe it would make sense to do so before the selected candidate begins work.

Staff has reviewed this concept with the union, and there are no objections. A draft memorandum of agreement has been prepared and reviewed should this change ultimately be approved by the Board of Selectmen. Since I am seeking a permanent change in the work hours to 40 per week, upon consultation with our legal counsel, I am seeking approval from the Board. The Personnel Sub-Committee reviewed and endorsed this proposal at their October 25, 2018 meeting.
6. **Financial Impact:**
The recently retired employee was at the top of their salary range, and it is expected that a new hire will be brought in at or near the minimum of the range. We also have salary

savings since a permanent replacement has not yet been hired; the temporary employees have been compensated at a lower hourly rate, also generating savings for this year's budget. There are sufficient salary savings in this year's budget to cover the cost associated with a 40 hour work week for the remainder of the fiscal year (anticipated hire date of December 2018).

Moving forward, and due to salary savings associated with a more junior employee, we estimate that we would not see a budgetary impact (\$1,600) from the change in work schedule for three fiscal years, or beginning in FY 21/22.

7. Description of Documents Included with Submission:

- a) Proposed Memorandum of Agreement between Town of Simsbury and CSEA Secretarial, Clerical & Library Employees



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF SIMSBURY AND CSEA, SECRETARIAL, CLERICAL & LIBRARY EMPLOYEES, LOCAL 2001

This Agreement is made by and among CSEA, Secretarial, Clerical & Library Employees, Local 2001 (hereinafter "the Union") and the Town of Simsbury (hereinafter "the Town") regarding position of Administrative Secretary II – Public Works.

WHEREAS, the Administrative Secretary II – Public Works position is currently listed as a 35-hour per week position in the collective bargaining agreement;

WHEREAS, the Town currently has a vacancy in the Administrative Secretary II – Public Works position;

WHEREAS, the Town wants the Administrative Secretary II – Public Works position to be scheduled for 40 hours per week based upon workload needs and to be consistent with all other administrative personnel assigned to the DPW garage location;

NOW THEREFORE, the parties agree to the following:

1. Effective upon ratification of this Agreement by the Town's legislative body, the regular work week for the Administrative Secretary II – Public Works shall be 40 hours Monday-Friday with a one-half hour unpaid lunch.
2. These changes shall be incorporated into the successor collective bargaining agreement during the next round of negotiations.
3. This MOA is specific to this matter and is without precedent or applicability to any other matters involving the Union and the Town.
4. This MOA resolves any all issues regarding the hours of work for the Administrative Secretary II – Public Works position through to the effective date of this Agreement. The Union agrees not to file a grievance or any other claim regarding the subject of this Agreement.

FOR THE TOWN

Maria E. Capriola Date
Town Manager
Town of Simsbury

FOR THE UNION

Anita Schwager Date
President
CSEA, SCL Employees, Local 2001



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Reclassification of Supervisor of Buildings and Grounds Position
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports creating the position of Facilities Supervisor, the following motion is in order:

Move effective, November 14, 2018 to approve the creation of the position classification of Facilities Supervisor and the job description as presented.

If the Board of Selectmen supports placing the Facilities Supervisor position in Grade 6 of the CSEA Administrative and Professional Employees Association Union, the following motion is in order:

Move effective November 14, 2018 to approve an annual salary range for the Facilities Supervisor position of Grade 6 of the CSEA Administrative and Professional employees pay plan of \$80,047-\$95,666, which may be amended from time to time through action of the Board of Selectmen. Further move to approve that the position be designated as an exempt position.

5. **Summary of Submission:**

The Town Manager's Office is in receipt of a reclassification review request from the CSEA Union regarding the Buildings and Grounds Supervisor position. Mark Rustic is currently the Supervisor of Buildings and Grounds, a position listed as grade 4 in the CSEA Administrative and Professionals Union. The FY 18/19 wages of a grade 4 employee ranges from \$70,240 to \$83,942. Mark is currently at grade 4, step 10, or \$83,942 (maximum of range). Over the last 3 fiscal years Mark has earned a total of \$15,052.32 in overtime pay, which is an average of \$5,017.44 per year. Mark has been working for the Town for 29 years and has been in his current position for 9 years.

The position is currently classified as non-exempt (hourly) meaning the employee is eligible for overtime payments. I would characterize this position as a working supervisor, meaning the person performs administrative/supervisory work in addition to hands-on work in the field. The position is currently responsible for supervising seven (7) employees, over two shifts, seven days per week. The standard shifts are 6am-2:30pm and 3pm-10pm. The

position requires the incumbent to be available 24/7 to respond to emergencies in our buildings (i.e. heating, cooling, alarm system, etc. issues) as well as storm related events.

The Personnel Sub-Committee reviewed and endorsed this proposal at their October 25, 2018 meeting.

Methodology of Review

Internal comparisons as well as outside benchmarking were used for the salary analysis. Scope of duties and span of control were also reviewed in determining an appropriate pay grade, FLSA status (exempt/non-exempt), and job duties.

Internal Comparison

For the internal comparison we looked at the positions of Parks Superintendent, Golf Course Superintendent, Assistant Golf Course Superintendent, Supervisor of Buildings and Grounds, Assistant Superintendent of Water Pollution Control Authority, Senior Crew Leader in Public Works, and Parks Foreman. The mean salary range for these positions was \$71,186 to \$86,049. That is a difference of \$946 and \$2,107 from the current salary range of the Building and Grounds Supervisor position. This mean salary range is between grades 4 and 5 in the CSEA Administrative and Professionals Union, with grade 5 ranging from \$74,984 to \$89,613.

External Comparison

External data was gathered by either sending correspondence to HR directors or using CBA data available on other town websites. The Towns of Avon, Manchester, South Windsor, Windsor and Glastonbury were used when comparing data. Other towns were reached out to but feedback was not received. While the data would be stronger with more towns added, the selected towns do have a facilities manager which adds a good comparative baseline. The mean salary range for this data set was \$67,118 to \$95,631. Compared to Mark's current salary range that is a difference of -\$3,122 and \$11,689 respectively.

FLSA Status

Based on the span of control for this position and scope of duties I believe designating this position as exempt (salary, not eligible for overtime) is appropriate. Section 5.7 of the CSEA Administrative & Professionals contract states that exempt positions can't be classified lower than grade 6 of the pay plan for the bargaining group. The FY 18/19 salary range for grade 6 of the CSEA Administrative & Professionals pay plan is \$80,047-\$95,666.

6. Financial Impact:

Mark's current base salary for FY 18/19 is \$83,942. Over the last 3 fiscal years his average overtime pay has been \$5,017.44. If you apply this average overtime pay to his current base salary you get estimated total earnings of \$88,959 for this current year.

If this reclassification request is approved and the position is reclassified to grade 6, per the CBA, step 6 would be the appropriate step for Mark to be placed at. Grade 6, step 6 wages are \$88,382/yr for FY 18/19. Since I am recommending that the position be classified as exempt and no longer be eligible for overtime, the change would be nearly cost neutral (Town would save an estimated \$577) when you compare Mark's current wage plus estimated overtime to the new proposed base salary. This change would reflect about a 5.3% increase to his current base salary.

The Union does not object to the proposed job description or pay grade. However, the Union is advocating that (if the reclassification is approved) we deviate from contract language and place Mark at Grade 6, Step 7 so he does not lose earnings; the impact of awarding one additional step (Grade 6, Step 7, \$90,148/yr for FY 18/19) would be a cost to the town of approximately \$1,189 on an annualized basis (\$1,280 when payroll taxes are factored in). Should management agree to this request, I can address the matter through a memorandum of agreement with the Union.

7. Description of Documents Included with Submission:

- a) Proposed Facilities Supervisor Job Description
- b) External and Internal Salary Data

Town of Simsbury

TITLE: ~~Supervisor of Buildings and Grounds~~ Facilities Supervisor
GRADE: A-46

DEPARTMENT: Buildings & Grounds – D.P.W. **DATE:** ~~August 15, 1988~~ March 19, 2008 November XX, 2018

POSITION DEFINITION:

~~Supervises custodians in maintaining and cleaning town buildings, adjacent grounds, and equipment, and is~~ Performs a variety of skilled, technical, supervisory, and administrative work in the maintenance, improvement, construction, cleaning and operation of Town owned buildings and grounds. Supervises custodians, maintainers, contractors and outside vendors working within the buildings, or maintaining Town equipment. Performs maintenance and trade work including, snow removal, carpentry, plumbing, and basic electrical work. Is available in emergency situations involving the buildings, such as power failures, heating, and ventilation problems, plumbing, security or any related problems that may arise.

~~GENERAL~~ ESSENTIAL DUTIES AND RESPONSIBILITIES:

- ~~• Receives oral or written instructions from Supervisor.~~
- ~~• Plans a preventive maintenance schedule.~~
- ~~• Performs and leads cleaning of building interior.~~
- ~~• Uses power equipment to strip, wax, and buff floors and to vacuum rugs, carpets, draperies, and upholstered furniture.~~
- Maintains Town owned buildings and grounds, including but not limited to: Town Hall, Eno Memorial Hall, the Library, Scout Hall, several residential rental properties, bus shelters, pump house and maintenance buildings.
- Plans, schedules, coordinates and implements the cleaning, maintenance, and improvements to Town buildings.
- Trains, supervises and disciplines employees performing the duties of custodial work, maintenance (including basic plumbing, electrical, carpentry, painting and HVAC related work), landscaping and snow removal.
- Enforces employee rules, regulations, policies and procedures.
- Supervises the control and use of all materials, chemicals, supplies and equipment used by the Department.
- Prepares and maintains a regular testing and servicing schedule for all motors, burners, plumbing, and electrical systems, fire systems and elevators.
- ~~• Checks thermostats and monitors energy use in building.~~
- ~~• Performs minor carpentry, electrical, painting, and plumbing work.~~
- ~~• Maintains building entranceway, adjacent walks, grounds, and shrubbery.~~
- ~~• May use snow blower or power lawn mower.~~

- Requisitions and maintains an inventory of supplies, ~~and may pick up and deliver mail.~~
- ~~Sets up~~ Requisitions and ~~disassembles rooms~~ supervises the work of outside vendors.
- Requisitions supplies for ~~meetings or activities~~.the Department and accurately maintains a variety of records relating to personnel, equipment, supplies and energy usage.
- ~~Provides information and assistance to members of the public.~~
- ~~Supervises custodians and seasonal employees.~~
- ~~Follows standard safety procedures and regulations.~~
- Completes work orders and reports tasks accomplished to Supervisor.
- Directs and schedules workforce in completion of Department objectives.
- Insures compliance with state reporting requirements for fire protection, boilers, elevators and other regulated building equipment.
- Oversees the safety of assigned staff by instructing individuals in proper safety procedures and monitoring work in progress.
- Maintains records of employee training and assesses the training needs for the Department to meet Town and OSHA requirements.
- Provides recommendations for the purchase and maintenance of equipment.
- Participates in short and long-term planning of capital improvement projects.
- Analyzes annual operating costs and makes recommendations for Department budget.
- Responds to and addresses calls/complaints from building occupants and the public.
- Monitors the performance of HVAC systems and overall energy use in building.
- Performs minor carpentry, electrical, painting, plumbing work, landscaping and snow removal.
- Advises supervisor of major maintenance problems.
- Plans, schedules and coordinates the removal of snow from Town owned buildings.

~~ADDITIONAL DUTIES:~~

- ~~Provides training to employees and to seasonal workers.~~
- ~~Recommends employment, promotion, or discipline of employees to Supervisor.~~
- ~~Plows parking lots and cross walks.~~
- Serves on various employee or other committees as assigned.
- May use snow blower, power lawn mower, and truck mounted snow plow.
- Serves as a member of the design team for new and renovated buildings, and participates in the commissioning of new building systems.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Through knowledge of equipment facilities, materials, methods and procedures used in building maintenance and operations;
- Considerable knowledge of building systems and controls: lighting, electrical, fire protection, HVAC, including computer based building management systems;

- Considerable knowledge of building code, state and federal law as it relates to the operation of existing buildings, including historic buildings (ADA Compliance, Life Safety Requirements, permitting, regulatory inspections, etc.)
- Skill in the operation of equipment described above and used by the Department;
- Ability to guide, direct and motivate employees;
- Ability to organize and supervise the activities of various crews performing custodial and maintenance work;
- Ability to communicate effectively, verbally and in writing;
- Good computer skills;
- Ability to establish and maintain effective working relationships with employees, other departments, and the public.

SUPERVISED BY RECEIVED:

- Receives general supervision from Director of Public Works.

SUPERVISION EXERCISED:

- Exercises close supervision over assigned custodians, maintainers, carpenters, painters, summer staff, and vendors.

QUALIFICATIONS PROFILE:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagrammatic form.
- Working knowledge of building maintenance, including heating, plumbing, and electrical systems.
- Computer skills for maintenance of HVAC control systems.
- Ability to lift medium weights.
- Ability to work in occasional adverse weather conditions.
- Availability to respond to emergency calls for service required. This may include nights and weekends
- Ability to respond to storm related events required. This may include nights and weekends.

LICENSE OR CERTIFICATE:

- Connecticut Motor Vehicle Operator's License.

CAREER POSSIBILITIES:

Promoted From: Building Custodian/Skilled Tradesman
 Promoted To: Administrative Position

INTERNAL Comparisons

Golf Course Super	84,675	101,196	Exempt	A&P	7
Assistant WPCA Super	80,047	95,666	Exempt	A&P	6
Parks Super	78,970	97,322	Exempt	SUP	6
	74,984	89,613	Non-Exempt	A&P	5
Parks Foreman	70,240	83,942	Non-Exempt	A&P	4
Building Supervisor	70,240	83,942	Non-Exempt	A&P	4
Senior Crew Leader (DPW)	60,861	74,755	Non-Exempt	AFSCME	10
Assistant Golf Course Super	53,269	65,520	Non-Exempt	AFSCME	7
Mean	71,186	86,049	*Grade 5 of A&P Union is not included in the calculated means and medians		
Median	70,240	83,942			

EXTERNAL Buildings/Facilities Managers

Town	Job title	Salary Min.	Salary Max	Hours per week
Avon	Superintendent of Buildings and Grounds	65,783	92,037	
Manchester	Assistant Facilities Project Manager	65,546	97,826	37.5
South Windsor	Building Maintenance Supervisor	51,670	88,692	
Windsor	Buildings and Facilities Manager	81,870	114,618	
Windsor	Assistant Buildings and Facilities Manager	57,500	80,500	
Glastonbury	Building Superintendent	81,393	109,941	
Glastonbury	Building Maintenance Supervisor	66,060.80	85,800.00	
Mean		67,118	95,631	
Median		65,783	92,037	

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	Median	65,783	92,037	



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Revisions to Code Enforcement Officer Job Description & Job Title
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports the changes in the job description and job title for the Code Enforcement Officer position, the following motion is in order:

Move effective, November 14, 2018 to approve the proposed modifications to the job description and to change the job title for the Code Enforcement Officer position to Code Compliance Officer.

5. **Summary of Submission:**

Attached please find proposed changes to the existing job description for the Code Enforcement Officer position. I am also proposing an official job title change from Code Enforcement Officer to Code **Compliance** Officer. Our goal is to educate and gain compliance when violations of our local codes, ordinances and regulations have been violated. I also believe the term "compliance" is more customer service oriented than "enforcement."

The proposed modifications are minor in scope and largely capture existing duties and expectations of the position. The only new duty would be assisting with the management of the town's 3 agricultural leases. The proposed changes to the job description include updating the minimum requirements section, and adding to the Essential Functions category. The Director of Planning and Community Development was involved in preparing the revisions. There is not a proposed change to the pay range at this time.

Chapter 9, Section 902 of the Charter requires that I prepare and submit proposed job descriptions to the Board of Selectmen for review and approval. Excerpted Charter language reads:

"...the Town Manager shall cause to have prepared a statement of the duties and responsibilities of each position in the Town service and of the minimum qualifications for appointment to such position. The statement so prepared shall become effective upon the approval by resolution of the Board of Selectmen and may be amended, upon recommendation of the Town Manager, by resolution of the Board."

The union has reviewed the job description and has no concerns. The Personnel Subcommittee reviewed and endorsed the proposed job description and job title at their October 25, 2018 meeting.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Job Description, Code Compliance Officer

Town of Simsbury

TITLE: Code ~~Enforcement~~ Compliance Officer

GRADE: A-5

DEPARTMENT: Planning & ~~Land Use~~ Development Department

DATE: November XX, 2018

POSITION DESCRIPTION:

Under the general supervision and direction of the **Director of Planning and Community Development** Department, performs complex technical work in connection with the enforcement of conservation, inland wetlands, planning and zoning regulations, as well as reviewing compliance with development guidelines established by the Planning, Zoning, and Conservation commissions. Reviews compliance and performs enforcement with development activities and approvals established by the Planning, Zoning, Zoning Board of Appeals and the Conservation /Inland Wetlands Commissions and monitors and enforces the Simsbury Blight Ordinance.

ESSENTIAL JOB FUNCTIONS:

- ~~Primary responsibility for all Town zoning, blight and code enforcement procedures.~~ Responsible for enforcing and interpreting zoning, blight, and other land use regulations. Works with and educates violators to gain compliance with ordinances, codes, and regulations.
- Issues citations for violations in accordance with local ordinances and attends related meetings and hearings when required.
- Monitors environmental compliance issues related to aquifer protection act and water resource protection reports.
- Serves as Assistant Inland Wetland Enforcement Officer.
- Attends Commission/Board meetings as required and as directed by the Director of Planning and Community Development. Prepares staff memos to various boards and commissions.
- Performs research and compiles and analyzes data in connection with planning studies and revisions to zoning, subdivision, and wetlands regulations.
- ~~Monitors violations of Town Inland Wetlands and Watereourses Regulations, and/or wetland boundary disputes and coordinates with staff.~~
- Assists in developing the review processing system and informational materials for customer service purposes.
- Assists the general public in the development process including site inspections, preparing correspondence for compliance, and communicating and cooperating with participants on compliance issues, and the preparation of staff memos to various boards and commissions.
- Provides information to residents, developers, and other stakeholders regarding planning and zoning regulations, applications, permitting processes, and development options.
- Assists with open space acquisition and management and the management of agricultural leases.

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as requested.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**SKILLS:**

- Able to manage multiple tasks at the same time.
- Able to properly delegate tasks when and where determined necessary.
- Able to effectively communicate with Supervisor, all staff and the public regarding all land use activities.
- Able to suggest innovative and helpful land use application processing techniques.
- Ability to closely follow instructions and follow through on assigned tasks in a thorough and professional manner.
- **Ability to comprehensively and clearly prepare records for enforcement cases.**
- **Ability to write clear and concise enforcement letters/correspondence.**

KNOWLEDGE:

- Considerable knowledge of the principles and practices of environmental science and development administration, State statutes, **National Flood Insurance Program, Erosion and Sediment Control measures, CT Aquifer Protection Program**, and the enforcement of zoning, planning and inland wetland regulations.
- Knowledge and ability in computer applications, including Microsoft Office, for data management and report preparation.

ABILITIES:

- Ability to perform research and prepare technical reports.
- Ability to interpret and apply laws and regulations relating to the work of Town agencies responsible for land development control.
- Ability to communicate effectively with the public, and an ability to establish and maintain effective working relationships with Town officials, staff, advisory boards, general public and participants in the development process.
- Ability to monitor new issues and techniques appropriate to conservation, land use and enforcement issues.
- Ability to communicate effectively both orally and in writing.
- Ability to operate large copying/mapping machines.
- Ability to operate and read electronic/light monitoring devices.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Ability to work in office setting subject to continuous interruptions and background noises.
- Ability to work under stress from demanding deadlines and changing priorities and conditions.
- Ability to work in poor weather conditions, including heat, cold, rain or snow.

- Ability to sit at a desk or stand and work continuously for extended periods of time while performing job functions, navigate construction sites and to work in inclement weather.
- Ability to perform gross body coordination and perform tasks that require hand-eye coordination.
- Ability to see objects closely as in reading a map.
- Ability to hear normal sounds with some background noise and to communicate effectively.
- Ability to attend to task/function for more than 60 minutes at a time.
- Ability to understand and relate to specific ideas, general several at a time, and to understand and relate to the theories behind several related concepts.
- Ability to remember multiple tasks/assignments given to self and others over long periods of time.
- Ability to access and reach difficult places and varied terrain for inspection purposes.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging from 1' to 7' from the floor.
- Ability to carry and lift documents and office equipment weighing up to 25 pounds.
- Ability to move throughout the Town Hall and other Town buildings and sites.
- Ability to get into and out of an automobile.
- Ability to attend and participate in numerous, extended night meetings during the year.

REQUIRED MINIMUM QUALIFICATIONS:

- **Bachelor's Degree in Urban and Regional Planning or closely related field required. Three (3) years of progressively responsible professional experience in a land use office with a bachelor's degree.**
- **Certification as Certified Zoning Enforcement Officer (CZEO) by the Connecticut Association of Zoning Enforcement Officials or must obtain certification within one (1) year of appointment.**
- **Certification by CTDEEP as Municipal Inland Wetlands Agency Comprehensive Training Program or must obtain certification within one (1) year of appointment.**
- **Certification by CTDEEP as Municipal Aquifer Protection or must obtain certification within one (1) year of appointment.**
- **The incumbent in the position is expected to attend evening and weekend meetings and events as needed in support of the work of assigned Town Committees, Commissions, and Boards**

LICENSE OR CERTIFICATE: Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive if every task and responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Implementation of Flexible Spending Account (FSA) Plans
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the implementation of FSA Plans, the following motion is in order:

Move, effective November 14, 2018, to implement Flexible Spending Account (FSA) Plans for health care, limited purpose health care, and dependent care for Town of Simsbury employees and authorize Town Manager Maria E. Capriola to execute all related plan documents and agreements.

5. **Summary of Submission:**

A flexible spending account (FSA) allows employees to set aside a portion of their salary on a pre-tax basis to pay for qualified uninsured health (medical, Rx, dental and vision) or dependent care expenses. Employees with a high deductible health plan health savings account may only have a limited purpose health FSA for eligible vision and dental expenses. To our knowledge the Town has never implemented and offered a FSA plan to its workforce. In addition to employees being able to set-aside their earnings on a pre-tax basis, we as the employer also save on paying Social Security and Medicare payroll taxes on those dollars that are set aside by the employee, approximately 7.65% for funds deposited in the spending accounts. The employee reduces their taxable income for FSA deposits reducing their federal, state and FICA taxes.

For 2019, employees can set aside up to \$2,700 on a pre-tax basis for uninsured eligible health expenses, including vision and dental. For dependent care, employees can set aside up to \$5,000 on a pre-tax basis. Dependent care dollars can be used towards expenses such as daycare, before/after school care, pre-school, and summer camps.

The Board of Education has been offering FSA plans to its employees for many years. The Board of Education's plan documents are attached and provided as a sample. If the Board authorizes implementation of this benefit for Town employees, our plan documents would mirror those documents provided. For at least the first year of the program, the Town would plan to utilize the same vendor that the Board of Education uses, Stirling Benefits.

We would elect to run our FSA plan on a calendar year basis. Due to the aggressive timeline for implementation of this benefit, if approved, I plan to begin offering this benefit to our employees beginning February 1, 2019 (benefit of participation would be limited to 11 calendar months in year one of the program).

6. Financial Impact:

The Board of Education's FSA plan renewal indicates a charge of \$5.85 per participant per month per account. The vendor, Stirling Benefits, has agreed to reduce this fee to \$5.00 per participant per month per account if Town is able to enroll a minimum of ten (10) employees into the FSA plan. It is commonplace for the employer to pay for the per participant per month cost because the employer shares in the tax savings. I would recommend that the Town pay for the per participant per month per account fee.

I would also recommend that the Town cover the cost of the initial debit card(s) (\$5.00 per card) issued to each participating employee. We estimate that initially approximately 20 employees (or fewer employees with multiple accounts) will take advantage of this benefit, with an election for each participant of \$1,500 (industry average).

Even with the costs noted above, this program will result in potential savings to the Town due to the savings in payroll taxes. Based on 20 participants, the total cost (including the debit cards and monthly fees) would be \$1,300. Based on FSA elections of \$1,500 per participant, the annual payroll tax savings to the Town would be \$2,295. The total savings to the Town would be approximately \$995. These figures are annual figures and are estimated to be slightly less the first year since the year will only run 11 months.

We would likely account for expenditures associated with administration of this program through the General Fund account entitled "Major Medical." Examples of expenditures charged there include our Employee Assistance Program (EAP), pre-employment medical exams, and our DOT required drug and alcohol testing program for CDL drivers.

7. Description of Documents Included with Submission:

a) Existing Plan Documents for the Board of Education FSA Plan

**SIMSBURY PUBLIC SCHOOLS
FLEXIBLE BENEFITS PLAN
PLAN DOCUMENT**

**SIMSBURY PUBLIC SCHOOLS
FLEXIBLE BENEFITS PLAN**

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SIMSBURY PUBLIC SCHOOLS FLEXIBLE BENEFITS PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2005. The Plan shall be known as Simsbury Public Schools Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2005.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, Employees who are "leased employees" as defined in Code Section 414(n)(2) shall not be eligible to participate in this Plan.

Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he is eligible to receive medical benefits pursuant to a group medical plan sponsored by the Employer.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Simsbury Public Schools and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.15 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.16 **"Plan"** means this instrument, including all amendments thereto.

1.17 **"Plan Year"** means the 12-month period beginning January 1st and ending December 31st. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.18 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.19 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.20 **"Spouse"** means the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease

and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(b) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a

group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security

Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(f) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(g) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500. The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$100.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the

Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the

Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. Non-prescription drug costs incurred during the Grace Period related to the 2010 Plan Year shall not be reimbursed.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which

Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code

Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year

including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(b) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(c) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(d) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable,

unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the

Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Connecticut.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.15 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.16 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.17 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.16.

11.18 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.19 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.20 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.21 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this
_____ day of _____.

Simsbury Public Schools

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned Principal of Simsbury Public Schools (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2013, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Simsbury Public Schools Flexible Benefits Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

Principal

Date: _____

**SIMSBURY PUBLIC SCHOOLS
FLEXIBLE BENEFITS PLAN**

SUMMARY PLAN DESCRIPTION

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XI SUMMARY

SIMSBURY PUBLIC SCHOOLS FLEXIBLE BENEFITS PLAN

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the pay period coinciding with or following the date you met the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who are leased employees.

-- Employees who are not eligible to receive medical benefits under our group medical plan.

-- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 30 hours a week.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

**III
CONTRIBUTIONS**

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for

you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

You may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year.

2. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2,500. The minimum amount that you may contribute to the Health Flexible Spending Account each Plan Year is \$100. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child,

or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

4. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will still be able to request reimbursement for qualifying dependent care expenses for the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.

(b) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

5. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Simsbury Public Schools Flexible Benefits Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2013. Your Plan was originally effective on January 1, 2005.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

2. Employer Information

Your Employer's name, address, and identification number are:

Simsbury Public Schools
933 Hopemeadow Street
Simsbury, Connecticut 06070
06-6001665

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Simsbury Public Schools
933 Hopemeadow Street
Simsbury, Connecticut 06070
860-651-3361

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Simsbury Public Schools
933 Hopemeadow Street
Simsbury, Connecticut 06070

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Stirling Benefits, Inc.
20 Armory Lane
Milford, Connecticut 06460

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called

"COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who

received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Simsbury Public Schools
933 Hopemeadow Street
Simsbury, Connecticut 06070

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
- (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
- (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

XI SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

Simsbury Public Schools
Plan Year January 1, 2018 – December 31, 2018

Flex Plan Administration Renewal Acceptance

Stirling Benefits:	Current	2018 Renewal
Health Care / Dependent Care Fee per participant per month:	\$5.85	\$5.85
Limited Purpose per participant per month:	Included	Included
Limited Purpose/Post Deductible per participant per month:	N/A	N/A
Minimum Monthly Administration Fee:	\$75.00	\$75.00
Debit Card Fee:	N/A	\$5.00 / card – Waived for 2018
Late Fee:	\$75.00	\$75.00
Qualified Transportation / Parking per participant per month:	N/A	N/A
Renewal Fee*:	\$250.00	\$250.00
Broker Fee per HC/DC participant per month:	N/A	N/A
Broker/Broker Agency:	Robert Lindberg Gallagher Benefits Services, Inc.	Robert Lindberg Gallagher Benefits Services, Inc.
Online connectivity for employer group and participants	Included	Included
Debit Card offered to Plan Participants:	Yes	Yes
Direct Deposit offered for Plan Reimbursements:	No	No
Health Care Maximum:	\$2,600	\$2,650
Grace Period: Additional 2.5 months to incur claims	Yes	Yes
Carryover / Amount:	No	No
Payroll Cycle for FSA Plan Year:	20 Pays 1st payroll 01/08/16	20 Pays 1st payroll January 4, 2018 Please provide payroll calendar

*Includes electronic version of customized enrollment material, system set-up, re-enrollment of participants and amendments to the Plan Document.
Enrollee meetings are not included

Stirling Benefits, Inc. reserves the right to modify fees at any time if there is a material change in the reimbursement delivery or benefit design requested by the Plan Sponsor after the renewal is completed.

Signature below indicates Fee and Renewal Acceptance:


Signature

Burke LaClair, Business Manager
Printed Name

10/25/17
Date

2018 Flexible Spending Calendar Payroll Dates 20 Payrolls

*(No deductions taken from 3rd payroll in a month)
(No deductions taken during summer months – July and August)*

January 4 and 18

February 1 and 15

March 1 and 15

April 12 and 26

May 10 and 24

June 6 and 21

(No Deductions taken during July and August)

September 13 and 27

October 11 and 25

November 8 and 21

December 6 and 20

Amendment to the Plan Document

Name of Employer: Simsbury Public Schools

Name of Plan: (Simsbury Public Schools) Flexible Benefits Plan

Effective Date: January 1, 2018

Such section is hereby amended to Flexible Benefits Plan:

Effective on renewal of plan January 1, 2018 the Flexible Benefits Plan has increased the Health Care Maximum from \$2,600.00 to \$2,650.00.

The portions of the document not specifically amended are not altered in any way. This Amendment supersedes any inconsistent provision of the Plan



Signature

Burke LaClair
Printed Name

Business Manager
Title



Signature Date



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion of 2018-2019 Board of Selectmen Goals
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
Now that goals have been prioritized, I recommend that the Board formally adopt its 2018-2019 goals. If the Board of Selectmen is prepared to adopt your 2018-2019 goals, the following motion is in order:

Move, effective November 14, 2018, to adopt the 2018-19 Board of Selectmen goals as presented.
5. **Summary of Submission:**
Selectmen were asked to identify up to 10 goals of most importance to them from the attached list. A summary of the 2018-2019 BOS Goals is attached and action items have been noted as: high importance (5-6 Selectmen); medium importance (3-4 Selectmen); low importance (1-2 Selectmen); not important (no Selectmen).
6. **Financial Impact:**
None immediately. However, ultimately the agreed upon goals will assist in setting organizational priorities and policy direction, including guidance that will be used during FY 19/20 budget development for establishing resource priorities.
7. **Description of Documents Included with Submission:**
a) 2018 – 2019 Board of Selectmen Goals, Sorted by Topic Area and Priority

2018-2019 BOARD OF SELECTMEN GOALS - DRAFT

Topic Area	Goals	IMPORTANT (Mark up to 10 with a Y or other mark)	PRIORITIZATION High (5-6), Medium (3-4), Low (1-2), Not Important (0)
Financial Management	● Evaluate tax rate, overall spending	3	Medium
	● Increase transparency of anticipated use of grant funding and adequately budget local matches	1	Low
	● Capital projects management - improve tracking and monitoring; discuss role of Public Building Committee and Town Manager	3	Medium
	● Improve transparency in financial reporting; implement regular reporting from Director of Finance	4	Medium
	● Increase coordination with BOE - explore areas for further collaboration, possible shared services	4	Medium
	● Invest in modern financial management systems to improve processes, accountability, and reporting	5	High
	● Establish performance measurements, benchmarking metrics to assist with long range planning	3	Medium
	● Communicate Town Manager's role in processes and relationship with boards and commissions	2	Low
Maintaining Quality of Life/Community Character	● Explore opportunities for people on fixed incomes to stay in town; focus on "age friendly" community	3	Medium
	● Maintain balance between development and rural community character, sense of place	3	Medium
	● Facilitate and support work of non-profits and community groups	0	Not Important
	● Identify role for fostering culture, supporting cultural events	1	Low
	● Preservation of open space, development of assets that highlight community character (e.g. tobacco barns, covered bridges, etc.)	3	Medium
Recreation	● Expand aquatics resources - splash pad, fountain, large wading pool, pool access for adults	2	Low
	● Conduct analysis of special revenue fund	2	Low
	● Explore possibility for disc golf course	1	Low
	● Expand athletics field resources (coordinate with BOE); multi-use fields	1	Low
Infrastructure	● Explore potential for co-working space, incubator space	2	Low
	● Invest in north end (i.e. Wagner parcel)	4	Medium
	● Invest in utilities, underground infrastructure	2	Low
	● Address traffic flow on Route 10/Weatogue	1	Low
	● Identify a solution for the Curtiss Park - Tariffville bike path connector	3	Medium
	● Pursue streetscape funding for north end	0	Not Important
	● Improve cell service coverage on Route 10; explore potential locations for new towers	3	Medium
Transportation	● Increased bus service; explore opportunities for fixed route service	1	Low
	● Volunteer driver program for seniors, disabled residents	3	Medium

2018-2019 BOARD OF SELECTMEN GOALS - DRAFT

Topic Area	Goals	IMPORTANT (Mark up to 10 with a Y or other mark)	PRIORITIZATION High (5-6), Medium (3-4), Low (1-2), Not Important (0)
Financial Management	● Invest in modern financial management systems to improve processes, accountability, and reporting	5	High
Financial Management	● Improve transparency in financial reporting; implement regular reporting from Director of Finance	4	Medium
Financial Management	● Increase coordination with BOE - explore areas for further collaboration, possible shared services	4	Medium
Infrastructure	● Invest in north end (i.e. Wagner parcel)	4	Medium
Financial Management	● Evaluate tax rate, overall spending	3	Medium
Financial Management	● Capital projects management - improve tracking and monitoring; discuss role of Public Building Committee and Town Manager	3	Medium
Financial Management	● Establish performance measurements, benchmarking metrics to assist with long range planning	3	Medium
Maintaining Quality of Life/Community Character	● Explore opportunities for people on fixed incomes to stay in town; focus on "age friendly" community	3	Medium
Maintaining Quality of Life/Community Character	● Maintain balance between development and rural community character, sense of place	3	Medium
Maintaining Quality of Life/Community Character	● Preservation of open space, development of assets that highlight community character (e.g. tobacco barns, covered bridges, etc.)	3	Medium
Infrastructure	● Identify a solution for the Curtiss Park - Tariffville bike path connector	3	Medium
Infrastructure	● Improve cell service coverage on Route 10; explore potential locations for new towers	3	Medium
Transportation	● Volunteer driver program for seniors, disabled residents	3	Medium
Financial Management	● Communicate Town Manager's role in processes and relationship with boards and commissions	2	Low
Recreation	● Expand aquatics resources - splash pad, fountain, large wading pool, pool access for adults	2	Low
Recreation	● Conduct analysis of special revenue fund	2	Low
Infrastructure	● Explore potential for co-working space, incubator space	2	Low
Infrastructure	● Invest in utilities, underground infrastructure	2	Low
Financial Management	● Increase transparency of anticipated use of grant funding and adequately budget local matches	1	Low
Maintaining Quality of Life/Community Character	● Identify role for fostering culture, supporting cultural events	1	Low
Recreation	● Explore possibility for disc golf course	1	Low
Recreation	● Expand athletics field resources (coordinate with BOE); multi-use fields	1	Low
Infrastructure	● Address traffic flow on Route 10/Weatogue	1	Low
Transportation	● Increased bus service; explore opportunities for fixed route service	1	Low
Maintaining Quality of Life/Community Character	● Facilitate and support work of non-profits and community groups	0	Not Important
Infrastructure	● Pursue streetscape funding for north end	0	Not Important



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion on Economic Development Commission (EDC) Work Plan
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the proposed EDC work plan, the following motion is in order:

Move, effective November 14, 2018, to adopt the Economic Development Commission work plan as presented.

5. **Summary of Submission:**
In order to provide direction to the newly formed Economic Development Commission, the Board engaged in discussions on September 24th and September 29th regarding a potential work plan. From those discussions, five focus areas emerged: infrastructure; business recruitment, retention, and outreach; land use and permitting process; support entrepreneurs; and strategic vision. Twenty-two specific action items were identified under those focus areas, and each member of the Board identified his or her top ten priorities. Those action items were then ranked as high importance (5-6 Selectmen); medium importance (3-4 Selectmen); low importance (1-2 Selectmen); not important (no Selectmen).

The Economic Development Work Group identified five specific areas from the full list of priorities for the EDC to work on in its first term. This work plan, which is attached, was finalized by the Work Group at its November 6, 2018 meeting.

Financial Impact:

None immediately. However, ultimately the agreed upon work plan will assist in setting economic development organizational priorities and policy direction, including guidance that will be used during FY 19/20 budget development for establishing resource priorities.

7. **Description of Documents Included with Submission:**
 - a) Proposed EDC Work Plan, Sorted by Deliverables/Timeframe and Priorities
 - b) Full List of 2018-2019 Work Plan Ideas- Sorted by Overall Priority

Topic Area	BOS Idea	EDC Deliverable	Timeframe
Business Incentives	Reinvest in the infrastructure rebate program fund for partial rebate of infrastructure improvements made in public right of way	<ul style="list-style-type: none"> • Work with staff to identify and review business incentive programs in Connecticut (infrastructure programs, tax abatements, tax increment financing, and others • Recommend to the BOS which program(s) Simsbury should invest in to use in business attraction and/or retention 	<12 months
Strategic Vision	Review previous EDC studies and plans that have already been completed. Determine priority items that should be advanced.	<ul style="list-style-type: none"> • A prioritized list of items the EDC recommends should be pursued • Work with Maria to determine who should lead the implementation of each item • Develop a roadmap for implementation 	<12 months
Business Recruitment, retention, and outreach	Develop a response protocol when a business expresses a concern about doing business with the town; Develop a process for elected officials to conduct business visitations; Develop and track feedback received from businesses;	<ul style="list-style-type: none"> • Develop a formalized business visitation program including who attends, frequency, what's discussed, and how findings are documented • Recommend a tool for the tracking of and response to business feedback (concerns, issues, etc... • Develop a survey that will serve as an exit interview for businesses who leave Simsbury and determine how survey responses will be aggregated and tracked • Develop a process that ensures our town government reaches out to and stays close to our 10-15 highest tax paying businesses 	12 – 24 months
Support Entrepreneurs	Attract entrepreneurs that want to live and work in the same town	<ul style="list-style-type: none"> • Refine existing branding materials created with the Preserve America Grant (including EDC folder, Heritage Charm and Adventure brochures, and public school packet). 	12 – 24 months

2018-2019 ECONOMIC WORKPLAN IDEAS - Sorted by Topic, then Priority

Topic Area	IDEAS	# IMPORTANT TO	PRIORITIZATION High (5-6), Medium (3-4), Low (1-2), Not Important (0)
Infrastructure	<ul style="list-style-type: none"> ● Reinvest in the infrastructure rebate program fund (provides for partial rebate of infrastructure improvements made in a public right of way). 	5	High
	<ul style="list-style-type: none"> ● Improve on-street parking and proximity of parking to downtown businesses. 	3	Medium
	<ul style="list-style-type: none"> ● Improve cell service reliability. 	3	Medium
	<ul style="list-style-type: none"> ● Improve wayfinding signage. 	2	Low
	<ul style="list-style-type: none"> ● Research opportunities to invest in fiber to improve broadband speeds and reliability. 	2	Low
Business Recruitment, Retention, and Outreach	<ul style="list-style-type: none"> ● Develop a response protocol and follow-up when a business has expressed a concern about doing business with the town. 	4	Medium
	<ul style="list-style-type: none"> ● Develop and formalize a process for elected officials to visit and welcome all new businesses. 	4	Medium
	<ul style="list-style-type: none"> ● Develop and track feedback received from businesses regarding issues, concerns, etc. 	4	Medium
	<ul style="list-style-type: none"> ● Have demographic data and information on available properties readily accessible and current. 	3	Medium
	<ul style="list-style-type: none"> ● Market our assets and leverage our proximity to the airport. 	3	Medium
	<ul style="list-style-type: none"> ● Conduct exit interviews with business that leave town. 	2	Low
Land Use and Permitting Process	<ul style="list-style-type: none"> ● Set maximum time limits for processing land use applications and issuing permits. Identify process improvements to reduce time needed for review and permitting processes. 	3	Medium
	<ul style="list-style-type: none"> ● Consolidate meetings of multiple land use bodies when reviewing an application. 	3	Medium
	<ul style="list-style-type: none"> ● Develop a permitting guide. 	2	Low
Support Entrepreneurs	<ul style="list-style-type: none"> ● Attract entrepreneurs that want to live and work in the same town; develop a marketing package to attract this group of entrepreneurs. 	3	Medium
	<ul style="list-style-type: none"> ● Create co-working spaces. 	2	Low
	<ul style="list-style-type: none"> ● Identify infrastructure improvements that the town can support to help entrepreneurs be successful. 	1	Low
Strategic Vision	<ul style="list-style-type: none"> ● Review previous economic development studies and plans; implement ideas and action items when feasible or appropriate. 	6	High
	<ul style="list-style-type: none"> ● Promote culture and tourism. Collaboratively work with the Culture, Parks and Recreation Commission, Tourism Committee and non-profit entities in town that support and enhance economic development. 	4	Medium
	<ul style="list-style-type: none"> ● Engage in regional economic development initiatives. 	3	Medium
	<ul style="list-style-type: none"> ● Maintain our community character. 	1	Low
	<ul style="list-style-type: none"> ● Encourage and support high school students that want to start a business in town. 	1	Low



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed 2019 Regular Meeting Schedule
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the proposed 2019 regular meeting schedule, the following motion is in order:

Move, effective November 14, 2018, to adopt the 2019 regular meeting schedule as presented.
5. **Summary of Submission:**
The Freedom of Information Act requires a schedule of regular meetings be filed with the Town Clerk annually no later than January 31st. The draft schedule reflects past practice such as:
 - Holding only one regular meeting in July, August, and December
 - Not scheduling meetings on town or state observed holidays
 - When an observed holiday falls on a second or fourth Monday, the meeting is moved to the respective Wednesday of the same week
 - Special meetings can be scheduled as needed.

I would like to draw attention to the meeting scheduled for April 8, 2019, which coincides with school vacation. If this is of concern for 3 or more Board members please let me know as we need 4 members present to take action on matters of business and an alternate meeting date would need to be secured.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proposed 2019 Regular Meeting Schedule



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

To: Ericka Butler, Town Clerk
Cc: Board of Selectmen
From: Maria E. Capriola, Town Manager
Date: November 15, 2018
Re: Board of Selectmen – 2019 Regular Meeting Schedule

At their meeting on November 14th the Board of Selectmen agreed by consensus to establish a regular meeting schedule for 2019. Meetings will be held monthly on the second and fourth Monday as with exceptions noted below at 6:00 pm.

Meeting dates are as follows:

January 14, 2019
January 28, 2019
February 11, 2019
February 25, 2019
March 11, 2019
March 25, 2019
April 8, 2019
April 22, 2019
May 13, 2019
May 29, 2019 (Wednesday, due to Memorial Day)
June 10, 2019
June 24, 2019
July 8, 2019*
August 12, 2019*
September 9, 2019
September 23, 2019
October 16, 2019 (Wednesday due to Columbus Day)
October 28, 2019
November 13, 2019 (Wednesday due to Veterans Day)
November 25, 2019
December 16, 2019* (3rd Monday)

*Only one meeting in July, August and December.

The meetings will be held in the Main Meeting Room of the Town Hall, located at 933 Hopmeadow Street. Meetings will be properly noticed in accordance with FOIA requirements.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Karin Stewart to the Communications Committee of the North Central Emergency Management Services Council

2. **Date of Board Meeting:** November 14, 2018

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation to appoint Ms. Stewart to the Communications Committee of the North Central Emergency Management Services Council, the following motion is in order:

Move, effective November 14, 2018, to appoint Karin Stewart (U) to the Communications Committee of the North Central Emergency Management Services Council.

5. **Summary of Submission:**
The North Central Emergency Management Services Council plays a critical role in dispatching and coordinating en route communication between ambulances and hospitals for more complex medical transport cases and mass casualty type events. We support the North Central Emergency Management Services Council through our contributions to public agency support.

We have the ability to appoint one person to their Communications Committee, which serves as a steering committee on budget, policies, and other issues for the agency. Ideally, the appointee should have strong knowledge of our ambulance system. We have not had an appointee in quite some time. The Committee usually meets the third Thursday of every other month at 9:30am in Hartford. The meetings are held in September, November, January, March, May and July.

Karin Stewart is currently the Chief Administrative Paramedic of the Simsbury Volunteer Ambulance Association and a Simsbury resident. Ms. Stewart has a willingness to serve as our representative to the Communications Committee. I believe that Ms. Stewart's expertise is particularly relevant to this committee appointment.

6. **Financial Impact:**
On an annual basis Simsbury is assessed a per capita fee by the North Central Emergency Management Services Council; for FY 18/19 this fee is \$21,847.19. We are also granted a regional emergency telecommunications credit by the state, which we are asked to designate to a particular provider. For FY 18/19, we designated this credit of \$7,322.10 to

the North Central Emergency Management Services Council. In total, the Simsbury aggregate direct and indirect contribution was \$29,169.29.

7. Description of Documents Included with Submission:

a) Resume of Karin Stewart

KARIN I. STEWART

[REDACTED]
[REDACTED] kstewart@simsburyems.com

SUMMARY OF QUALIFICATIONS

Seasoned, self-directed administrative professional and Paramedic with experience in the Prehospital Emergency Medicine industry. Possesses exceptional talent for multitasking and excellent communication skills; consistently demonstrates flexibility and adaptability. Solid knowledge of accounting procedures, superior organizational ability, thrives in challenging environments. Creative and detail-oriented problem solver, willing to go above and beyond the call of duty to meet the demands of the job.

PROFESSIONAL EXPERIENCE

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION - *Simsbury, Connecticut*

2011 - Present

Chief Administrative Paramedic

Responsibilities in addition to responding to 911 calls, include administrative duties:

- Scheduling of staff and volunteers
- Initial PCR review for compliance
- Software maintenance and modifications based on evolving service needs
- Insurance coverage verification
- Assistance with medical billing
- Oversight of supply ordering
- Narcotic use auditing
- Training including CPR instruction and Initial EMT certification
- Attendance and participation in Town Public Safety Committee
- Maintenance of HeartSafe Community Designation

AMERICAN MEDICAL RESPONSE - *Waterbury, Connecticut*

2005 - 2011

Part time Emergency Medical Technician

Full time Paramedic, starting 2010

Prior Administrative Experience:

Billing Coordinator and Contract Administrator

Selected to manage the internal billing activities of a large multi-disciplined architectural design firm.



- Generated client invoices and reconciled incoming payments.
- Audited and processed consultant invoices.
- Performed general accounting tasks, including Accounts Payable and Accounts Receivable.
- Supported Accounting Manager in general accounting practices.
- Produced AIA Contracts for new design projects.
- Coordinated all consultant contracts and proposals.
- Consistently demonstrated flexibility and adaptability.
- Collected and reviewed timesheets submitted by all employees.
- Assisted with managing employee benefits.
- Utilized exceptional multitasking skills.
- Provided routine office support.

Office Manager

Recruited to oversee the internal activities of a small full service landscape architectural design firm.

- Supervised an office assistant.
- Generated client invoices and reconciled incoming payments.
- Processed payroll for the firm, including deductions, taxes, vacation pay, overtime and holiday pay.
- Performed general accounting tasks, including Accounts Payable and Accounts Receivable.

KARIN I. STEWART

 kstewart@simsburyems.com

- Completed self-directed study in general accounting practices.
- Organized the development and production of new marketing materials.
- Assisted in the design and creation of the company web site.
- Consistently demonstrated flexibility and adaptability.
- Utilized exceptional multitasking skills.
- Provided routine office support.

Administrative Assistant

Selected by a pharmaceutical research firm that performed drug trials on human subjects to support a staff of 50 nurses and doctors.

- Successfully met the demands of a challenging position with constantly changing priorities.
- Recognized for willingness to do whatever was required to provide an exceptional level of support.
- Established a file storage system that streamlined the workflow and enhanced productivity.
- Audited case report forms prior to Federal Drug Administration (FDA) reviews.
- Provided routine office support.
- Managed case reports and maintained case report forms.

EDUCATION AND CERTIFICATION

STATE OF CONNECTICUT

Certified Emergency Medical Technician - No longer active (2003)

Connecticut Licensed Paramedic - License 2433, in good standing

Connecticut Firefighter I - 2004

NATIONAL ACADEMY OF AMBULANCE COMPLIANCE

Certified Ambulance Coder - 2018

UNIVERSITY OF HARTFORD – *West Hartford, Connecticut*

Master of Arts, Health Psychology 1991

Bachelor of Arts, Sociology 1989



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Geoffrey Dale as Trustee from the Belden Combined Trusts

2. **Date of Board Meeting:** November 14, 2018

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

4. **Action requested of the Board of Selectmen:**
The following motion is in order:

Move to accept the resignation of Geoffrey Dale as the Town Financial Trustee for the Belden Combined Trusts retroactive to November 13, 2018.

5. **Summary of Submission:**
The Town Manager's Office received notice of Mr. Dale wishing to resign as a trustee of the Belden Combined Trusts on June 5, 2018; correspondence regarding the resignation was provided to you in your June 11, 2018 packet.

During Mr. Dale's tenure as a trustee, the trusts have contributed approximately \$4M in support for social services and infrastructure in the town. I would like to thank Mr. Dale for serving the Town and the trusts for the last 32 years.

During the summer and early fall, staff worked to identify potential trustee candidates to replace Mr. Dale and Mr. McAllenney, who also desired to resign from his trustee position. The Personnel Sub-Committee was provided status updates on this matter at their September and October meetings. Recommendations for replacement trustees are also included in this packet.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Resignation Letter of Geoffrey Dale and Paul McAllenney, dated May 29, 2018

DALE ASSOCIATES
MANAGEMENT CONSULTANTS
PO BOX 361 • WEST SIMSBURY, CONNECTICUT 06092
TEL./FAX (860) 658-9987



May 29, 2018

To: Ms. Maria E. Capriola
Town Manager, Simsbury

From: Geoffrey H. Dale, Paul McAllenney
Town Co-trustees
Belden Combined Trust

Subject: Meeting on May 16, 2018

Thank you for the meeting on May 16th with yourself and Department Heads. Here are my notes from the meeting.

Both Paul McAllenney (the town legal trustee) and myself (the town financial trustee) wish to retire and resign our positions at the close of the fiscal year June 30, 2018. I was appointed as a Trustee thirty years ago. At the time I was Chairman of the Board of Finance. Paul was appointed shortly afterwards. During our tenure these 100 year trusts have contributed about \$ 4 million in support of town social services and infrastructure. And much more from its beginnings.

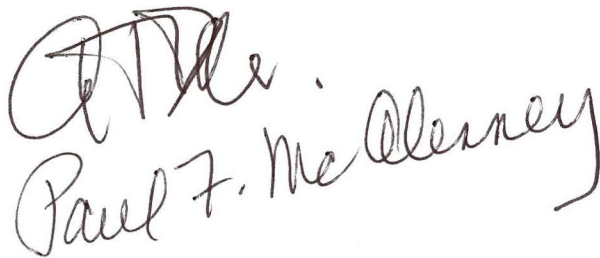
The usual schedule is as follows:

1. The trustees usually meet in the summer months with the BofA/ US Trust portfolio manager (the bank is a co-trustee).
2. The town submits its report of expenditures to the Probate Court for the fiscal year by Labor Day, and the bank does the same for the portfolio.
3. The Probate Court schedules a hearing usually in November to review and approve the activity.

The wills indicate that successor Trustees should be “worthy” residents. I believe that the original Trustees were Senator McLean (McLean Home, Game Refuge) and Mr. Belden where the current town offices are housed. I hope we have lived up to their standard. We will be pleased to meet with any new appointees to offer background and information.

Sincerely,

Geoffrey H. Dale
Paul McAlenney

A handwritten signature in cursive script, reading "Paul F. McAlenney". The signature is written in dark ink and is positioned below the typed name "Paul McAlenney".

cc: Bank of America / US Trust
Josephine Garofalo



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Paul McAllenney as Trustee from the Belden Combined Trusts
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action requested of the Board of Selectmen:**
The following motion is in order:

Move to accept the resignation of Paul McAllenney as the Town Legal Trustee for the Belden Combined Trusts retroactive to November 13, 2018.
5. **Summary of Submission:**
The Town Manager's Office received notice of McAllenney wishing to resign as a trustee of the Belden Combined Trusts on June 5, 2018; correspondence regarding the resignation was provided to you in your June 11, 2018 packet.

During Mr. McAllenney's tenure as a trustee, the trusts have contributed approximately \$4M in support for social services and infrastructure in the town. I would like to thank Mr. McAllenney for serving the Town and the trusts for the last 32 years.

During the summer and early fall, staff worked to identify potential trustee candidates to replace Mr. McAllenney and Mr. Dale, who also desired to resign from his trustee position. The Personnel Sub-Committee was provided status updates on this matter at their September and October meetings. Recommendations for replacement trustees are also included in this packet.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Resignation Geoffrey Dale and Paul McAllenney, dated May 29, 2018

DALE ASSOCIATES
MANAGEMENT CONSULTANTS
PO BOX 361 • WEST SIMSBURY, CONNECTICUT 06092
TEL./FAX (860) 658-9987



May 29, 2018

To: Ms. Maria E. Capriola
Town Manager, Simsbury

From: Geoffrey H. Dale, Paul McAllenney
Town Co-trustees
Belden Combined Trust

Subject: Meeting on May 16, 2018

Thank you for the meeting on May 16th with yourself and Department Heads. Here are my notes from the meeting.

Both Paul McAllenney (the town legal trustee) and myself (the town financial trustee) wish to retire and resign our positions at the close of the fiscal year June 30, 2018. I was appointed as a Trustee thirty years ago. At the time I was Chairman of the Board of Finance. Paul was appointed shortly afterwards. During our tenure these 100 year trusts have contributed about \$ 4 million in support of town social services and infrastructure. And much more from its beginnings.

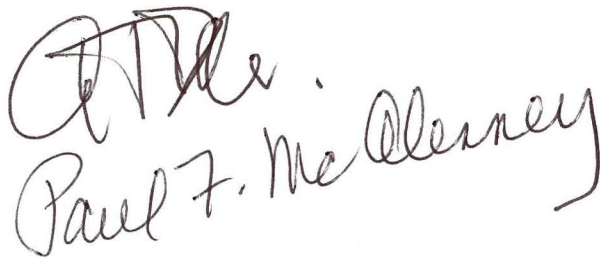
The usual schedule is as follows:

1. The trustees usually meet in the summer months with the BofA/ US Trust portfolio manager (the bank is a co-trustee).
2. The town submits its report of expenditures to the Probate Court for the fiscal year by Labor Day, and the bank does the same for the portfolio.
3. The Probate Court schedules a hearing usually in November to review and approve the activity.

The wills indicate that successor Trustees should be “worthy” residents. I believe that the original Trustees were Senator McLean (McLean Home, Game Refuge) and Mr. Belden where the current town offices are housed. I hope we have lived up to their standard. We will be pleased to meet with any new appointees to offer background and information.

Sincerely,

Geoffrey H. Dale
Paul McAlenney

A handwritten signature in cursive script, reading "Paul F. McAlenney". The signature is written in dark ink and is positioned below the typed name "Paul McAlenney".

cc: Bank of America / US Trust
Josephine Garofalo



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Christopher Drew as a Trustee for the Belden Combined Trusts
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation to appoint Mr. Drew as a trustee for the Belden Combined Trusts, the following motion is in order:

Move, effective November 14, 2018, to appoint Christopher Drew as a trustee for the Belden Combined Trusts.

5. **Summary of Submission:**

Pursuant to an ordinance from October 3rd, 1932 the Town is naming successor trustees for the Belden Combined Trusts following the resignations of Mr. Dale and Mr. McAlleney.

Christopher Drew has been an attorney at Drew, Mersereau & Cohen, P.C since 1997. There he practices in the areas of estate planning, trust administration, estate administration and business planning. Mr. Drew has served on the Connecticut Bar Association's Estates & Probates Section Executive Committee since 2007, and currently is the Chair of the Estates & Probates Section. Mr. Drew is a Simsbury resident.

Mr. Drew has a willingness to serve as a trustee. I believe that Mr. Drew's expertise is particularly relevant to this trustee appointment. If this appointment is approved, we will forward Mr. Drew's name to the probate court for their records.

The four trusts are as follows:

- Antoinette Eno Wood Trust f/b/o Eno Memorial Hall
- Horace Belden Trust f/b/o Town of Simsbury
- Julia W. Ensign Darling Trust f/b/o Town of Simsbury
- Kate Southwell Trust f/b/o Town of Simsbury

The Darling and Southwell trusts were designed to assist low income residents in need. Examples of services supported by the Darling and Southwell trusts have included senior nutrition, the VNA, and Dial-A-Ride. The Darling funds primarily assist our low income clients meet basic needs by paying for utilities assistance, emergency shelter payments, medical assistance, and recreation programs for youth enrichment and

prevention. The Eno Wood Trust is used to support the care and maintenance of Eno Memorial Hall. The Belden Trust is used to support our roads infrastructure. We are required by Probate to submit an annual report in the fall regarding the accounting for the four combined trusts. The most recent annual report was submitted to Probate on October 25, 2018.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Profile of Christopher Drew

Christopher S. Drew

Shareholder

Phone: (860) 677-1974

Email: cdrew@drewmers.com

[Download V-Card](#)



Chris joined Drew & Mersereau, P.C. in 1997. Chris practices primarily in the areas of estate planning, trust administration, estate administration and business planning. Chris is a frequent speaker for professional and community groups on the subjects of estate planning and estate administration. Chris, and his wife, Katie Martin, live in Simsbury with their two sons. Outside of practicing law, Chris enjoys spending time with his family, cheering on his favorite teams and training for triathlons and road races.

Awards and Achievements

- American College of Trust and Estate Counsel (ACTEC), Fellow, 2017 – Present. ACTEC is a national organization of approximately 2,600 lawyers elected to membership by demonstrating the highest level of integrity, commitment to the profession, competence, and experience as trust and estate counselors.
- AV Preeminent® Rating from Martindale-Hubbell. AV Preeminent® is a significant rating accomplishment – a testament to the fact that a lawyer's peers rank him at the highest level of professional excellence. [Click here](#) to see an explanation of the Martindale-Hubbell® Peer Review Ratings™.
- Selected by his peers for inclusion in *The Best Lawyers in America®* in the field of Trusts and Estates in 2011, 2012, 2013, 2014, 2015, 2016, 2017 & 2018. [Click here](#) to see the selection process used by *The Best Lawyers in America®*.

Publications

- A Practical Guide to Probate in Connecticut, Author of Chapter 5 – Removal, Resignation and Death of Fiduciaries, MCLE – New England (July 2013).

Professional Associations & Memberships

- Connecticut Bar Association, Member 1997 – Present
- Estates & Probate Section, Executive Committee Member 2007 – Present
- Estates & Probate Section, Chair 2017 – Present
- Estates & Probate Section, Vice-Chair 2015 – 2017
- Estates & Probate Section, Secretary 2013 – 2015
- Estates & Probate Section, Treasurer 2012 – 2013
- Massachusetts Bar Association, Member 1999 – Present
- Estate and Business Planning Counsel of Hartford, Member 2001 – Present
- Director 2011 – 2013
- Membership Committee Chair 2011 – 2013

Community Activities

- Simsbury-Granby Rotary Club, Member 1999 – Present
- President 2001 – 2002
- Received Paul Harris Fellow Award for service to the Club in 2008
- Avon Old Farms School Board of Directors, Member 2016 – Present
- Avon Old Farms School National Council, Member 2007 – 2016
- Vice President 2011 – Present
- Secretary 2007 – 2009
- University of Connecticut Foundation Professional Advisory Council, Member 2008 – Present
- Hartford Foundation for Public Giving Professional Advisory Committee, Member 2010 – 2013

Practice Areas

- Estate Planning
- Estate Administration
- Estate, Trust & Gift Taxation
- Trust Administration
- Business Law
- Corporate Law
- Charitable Giving

Bar Admissions

- Connecticut, 1997
- Massachusetts, 1995

Education

- University of Connecticut, J.D., with Honors, 1995
- Duke University, A.B. 1990

Accreditations



Office Location

47 West Main Street
Avon, Connecticut 06001

Phone: 860-677-1974
Fax: 860-677-9143

Monday - Friday
8:30 a.m. - 5:30 p.m.
[View Map](#)

Quick Contact Form

Submit



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Stephen Gellman as a Trustee for the Belden Trusts
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports execution of the conflict of interest waiver, the following motion is in order:

Move, effective November 14, 2018, to authorize Town Manager Maria E. Capriola to execute the conflict of interest waiver as presented.

If the Board of Selectmen supports the recommendation to appoint Mr. Gellman as a trustee for the Belden Combined Trusts, the following motion is in order:

Move, effective November 14, 2018, to appoint Stephen Gellman as a trustee for the Belden Combined Trusts.

5. **Summary of Submission:**
Pursuant to an ordinance from October 3rd, 1932 the Town is naming successor trustees for the Belden Combined Trusts following the resignations of Mr. Dale and Mr. McAlleney.

Stephen Gellman is an attorney at Shipman & Goodwin LLP. At Shipman & Goodwin, he is the Chair of the firm's Trusts & Estates Practice Group. He practices in the areas of estate planning, estate settlement and trust administration. He also prepares and advises those preparing probate documents, estate tax returns and fiduciary income tax returns as well as represents estates before the IRS and DRS on audit. In addition, Mr. Gellman actively administers trusts and advises trustees. Mr. Gellman is a resident and has previously served the Simsbury community; he was a board member for Simsbury Youth Hockey from 2006 to 2012, president of the organization from 2009 to 2012, and on the ABC House of Simsbury Board of Directors from 1992 to 1999.

Mr. Gellman has a willingness to serve as a trustee. I believe that Mr. Gellman's expertise is particularly relevant to this trustee appointment. If this appointment is approved, we will forward Mr. Gellman's name to the probate court for their records. Mr. Gellman's firm has asked the Town to review and execute the attached conflict of interest waiver. The Town Attorney and I have reviewed this matter and recommend execution of the conflict of interest waiver. We do not believe that Mr. Gellman's current work related responsibilities

conflict with the duties of serving as a trustee for the Belden Combined Trusts, nor should his role as Trustee prevent his firm from representing the Board of Education, Fire District, or a private citizen in a matter against the town unrelated to the Belden Combined Trusts.

The four trusts are as follows:

- Antoinette Eno Wood Trust f/b/o Eno Memorial Hall
- Horace Belden Trust f/b/o Town of Simsbury
- Julia W. Ensign Darling Trust f/b/o Town of Simsbury
- Kate Southwell Trust f/b/o Town of Simsbury

The Darling and Southwell trusts were designed to assist low income residents in need. Examples of services supported by the Darling and Southwell trusts have included senior nutrition, the VNA, and Dial-A-Ride. The Darling funds primarily assist our low income clients meet basic needs by paying for utilities assistance, emergency shelter payments, medical assistance, and recreation programs for youth enrichment and prevention. The Eno Wood Trust is used to support the care and maintenance of Eno Memorial Hall. The Belden Trust is used to support our roads infrastructure. We are required by Probate to submit an annual report in the fall regarding the accounting for the four combined trusts. The most recent annual report was submitted to Probate on October 25, 2018.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Biography for Stephen Gellman
- b) Conflict of Interest Waiver

Stephen K. Gellman

Partner

P (860) 251-5109 / F (860) 251-5313
sgellman@goodwin.com

Stephen Gellman is Chair of the firm's Trusts & Estates Practice Group. He practices in the areas of estate planning, estate settlement and trust administration. Steve assists clients with the full range of planning techniques for tax-effective intergenerational and charitable transfers. He also prepares, and advises those preparing, probate documents, estate tax returns and fiduciary income tax returns as well as represents estates before the IRS and DRS on audit. In addition, Steve actively administers trusts and advises trustees. Although his practice is based in Hartford, Steve regularly services clients in the firm's Lakeville, Stamford and Greenwich offices.

Steve previously served as Chair of the firm's Hiring Committee.

EDUCATION

- University of Pennsylvania Law School J.D., 1989
- Trinity College B.A., 1985, with honors

BAR ADMISSIONS

- Connecticut

DISTINCTIONS

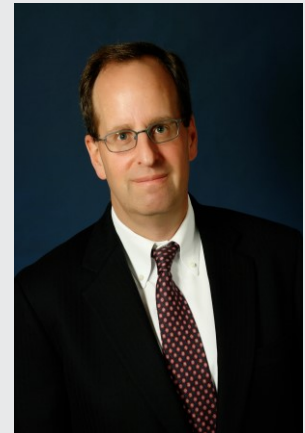
- AV Preeminent® Rated, [Martindale-Hubbell](#)
- Listed as a Connecticut [Super Lawyer](#)®: *Estate Planning & Probate*; (2006-2016)

PROFESSIONAL AFFILIATIONS

- American Bar Association
- Connecticut Bar Association
- Hartford County Bar Association

COMMUNITY INVOLVEMENT

- Simsbury Youth Hockey: Board Member (2006-2012); President (2009-2012)
- The Mark Twain House: Board of Trustees; (1995-2001)
- ABC House of Simsbury: Board of Directors; (1992-1999)
- Fred D. Wish Volunteer Tutor Program: Director; (1991-1998)



PRACTICE AREAS

- Estate Planning
- Estate Settlement
- Trust Administration
- Trusts and Estates



Stephen K. Gellman
Phone: (860) 251-5109
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October 17, 2018

Maria E. Capriola M.P.A.
Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Serving as Co-Trustee of the Antoinette Evo Wood, Horace Beldon,
Julia W. Ensign Darling and Kate Southwell Trusts

Dear Maria:

It is our firm's practice, in accordance with the requirements of the Rules of Professional Conduct, to confirm in writing the nature of the above undertaking. This letter and the attached Terms of Representation constitute our understanding in this regard. If you have any questions or concerns about the terms of our representation, please let me know promptly.

My role as Co-Trustee will include: my attending periodic meetings between the co-trustees and yourself and other representatives of the Town, the review of regular statements of asset values and transactions, approving regular and/or discretionary distributions of income and/or principal, and attention to any other issues that might typically arise in connection with my serving as co-trustee of the above-referenced trusts.

We will not charge for these services. However, if at some time in the future unusual issues arise that require legal advice beyond what would be expected of a co-trustee and the trusts hire this firm to provide such advice, the trusts will be charged at our usual rates. Of course any such an engagement would be confirmed in a separate writing.

As you know from our earlier discussion, our firm represents both the Simsbury Board of Education and its Fire District. We have also have periodically represented clients with applications before the Town's land use boards and commissions and expect to do so in the future, including on any appeals from the denials of those applications. In order for me to be able to serve as trustee of these trusts, our firm would need to have an advance waiver from the Town that would permit us to continue to represent those clients in matters which might be adverse to the Town. While the likelihood of adversity in our representation of the Board of

Education and the First District is small and would not likely involve adversarial proceedings, our representation of clients with land use or other permit applications before Town boards and Commissions might lead to adversarial proceedings. By signing this engagement letter, you agree, on behalf of the Town, to the advance waiver of conflicts in those contexts. In the event that I learn at some point that the Firm has a matter in which such adversity occurs, I will consult with our Firm's General Counsel, and as appropriate, we will create an ethical wall that will limit my access to any work, files, and electronic or other communications by those persons who are representing clients adverse to the Town and that will limit access by those representing the other client to any work, files, and electronic or other communications I might have as trustee of these trusts.

In deciding whether or not to consent, you should consider how our representation of other clients as described above could or might affect the Town. For example, a client who is asked to waive or consent to conflicts typically should consider whether there is any material risk that its attorney will be less zealous or eager on the client's behalf due to the conflict. Similarly, a client asked to waive a conflict should consider whether there is any material risk that client confidences or secrets will be used adversely to it due to the conflict. In the present case, because of the nature of my work as Co-Trustee of the trusts listed above, I do not believe there is a material risk of either type. Nevertheless, these are issues that you should consider for yourself.

The only reasonably available alternative to granting consent is that I will be unable to serve as Co-Trustee.

You should also know that you have the right to seek independent counsel to assist you in deciding whether or not to give your consent. You do not have to do so if you do not wish to, however. Whether or not you consult such counsel is entirely up to you.

If you consent to the terms of this letter, please sign and return the copy of this letter in the enclosed self-addressed envelope. Of course, if you have any questions concerning the foregoing, please feel free to call me at any time.

Thank you for the opportunity to work with you.

Very truly yours,



Stephen K. Gellman

SKG:tlb
Enclosure

Maria E. Capriola, M.P.A.
October 17, 2018
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CONSENT

I have read the foregoing letter and Terms of Representation and understand their content. I consent to having you represent me on the terms and conditions set forth.

Dated: _____

TERMS OF REPRESENTATION

The accompanying engagement letter and these Terms of Representation constitute the agreement between Shipman & Goodwin LLP (the "firm" or "we") and the client or clients identified in the engagement letter (the "Client" or "you"), under which the firm will represent you in the matter or matters described in the engagement letter. If you disagree with any of these terms, please notify us immediately so that we can resolve any differences at the outset of this engagement and proceed with a clear and complete understanding of our relationship.

1. Our Client. We will consider only the Client identified in the engagement letter to be our client for the specific matter or matters identified in the engagement letter. Any attorney-client privilege is, therefore, only between the Client and the firm. Moreover, we represent the Client only in his or her fiduciary capacity. We do not represent individual beneficiaries of the trust, even though we may from time to time provide them with information about the administration of the trust. If the Client is also a beneficiary of the trust, we cannot advocate for his or her personal interests to maximize his or her share. If there is a dispute with another beneficiary about the Client's entitlements as an individual, we cannot represent him or her individually in that dispute, and he or she will have to seek their own independent counsel for such individual representation.

2. Client Responsibilities. Because our representation of you depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide the firm with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our representation or as reasonably requested by us. You also agree to cooperate fully with us, including making yourself available to us when necessary and responding in a timely fashion to requests for information or decisions necessary for our representation of you.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

3. Staffing. We endeavor to staff matters efficiently and cost effectively, which means that the principal lawyer identified in the engagement letter may enlist the assistance of other attorneys and paralegals. In some circumstances, this delegation may be for the purpose of involving legal professionals with special expertise in a given area or to

assist the principal lawyer in providing services on an efficient, economical and timely basis.

4. Scope of Services. The scope of services to be rendered by the firm under this engagement is only what is described in the engagement letter. You and we can limit or expand the scope of our representation from time to time to meet your needs, but any such change should be confirmed in writing. Unless you and we otherwise agree in writing, these Terms of Representation will also apply to any additional matters we agree to handle on your behalf.

5. Billing Terms.

a. Fees. Our fees for trust administration are based on our Trust Administration Fee Schedule (attached). Any billing arrangements that differ from the above will be discussed and agreed to between you and the billing attorney and set forth in the engagement letter.

b. Payment. We will schedule payment of our annual trust administration fee in quarterly installments to be paid from the trust. Our fee for tax return preparation will be charged after the filing of the returns in question and paid from the trust. Interest will accrue at the legal rate on unpaid invoices after 30 days.

6. Other Family Members. We may be called upon from time to time to represent other members of your family. In representing such other family members, we may gain confidential information that would be important or of interest to you. Because we have a duty to preserve such confidential information, however, we will not be able to disclose this confidential information to you without the informed consent of the other family members. Similarly, we cannot disclose confidential information concerning your estate plan to other family members without your informed consent. You understand and agree to this limitation.

7. Co-Fiduciaries. It is common for co-fiduciaries to employ the same law firm to assist them in administering a trust. If our Client in this matter is co-fiduciaries, we will represent the co-fiduciaries jointly and thus we must communicate with all co-fiduciaries and receive instructions from all co-fiduciaries. We may disclose to all co-fiduciaries information that any one fiduciary shares with us or that we acquire from another source that is pertinent to the administration of the trust. We will not take any action or refrain from taking an action that affects the trust without all co-fiduciaries' knowledge and consent. If a conflict arises

between co-fiduciaries or if co-fiduciaries have a difference of opinion on any matter concerning the trust, we can point out the pros and cons of the respective positions. However, we cannot advocate one position over the other. If the differences between or among the co-fiduciaries cannot be resolved, we may have to withdraw from our representation in this matter.

8. Electronic Communications. It is likely that during the course of this engagement both you and we will use electronic devices and Internet services, including e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and we understand that you agree that the benefits of using this technology outweigh the risk of accidental disclosure. In order to best protect the confidentiality of electronic communications, we have taken several precautions to protect those communications, including randomized secure password access to our email accounts and optional encrypted communications. To enhance the security of your communications with us, you should confirm that any computer or device used in communicating with us is password protected and not accessible for use by any third party. This means you should take care if you use any computers or other electronic devices that are owned, controlled, or may be accessed by others, including an employer, to send or receive confidential information to or from us. Confidentiality of our communications may be lost if one uses computers, servers or other electronic devices provided by third parties.

9. No Warranty of Outcome. From time to time, we may express opinions concerning various courses of action and the results that might be expected. Any such statement that we make is intended to be an expression of opinion only, based on the information available to us at the time, and we make no guarantees or promises as to the outcome.

10. In-Firm Privilege. Our firm has a general counsel who provides assistance to our lawyers and staff. You agree that if any of the firm lawyers representing you consult with the firm's general counsel or the general counsel's designees regarding your representation, those are privileged and confidential communications of the firm. You will not be billed for any such communications or consultations.

11. Files. Documents you provide to us, our correspondence with you or third parties, and the final version of documents that the firm creates for you are considered your files and belong to you. It is your obligation to advise us as to which, if any, of these materials in our

files you wish us to forward to you, although we reserve the right to copy any of them for our file as we deem appropriate. Our own files pertaining to the matter belong to us and will be retained by the firm. Our file includes, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

All files and documents retained by the firm for this matter may be maintained only in electronic form and/or destroyed or otherwise disposed of without further notice to you. We typically will retain our files for only a reasonable period of time after the conclusion of a matter.

12. Holding Original Documents and Future Changes in the Law. As a service to our clients, we sometimes agree to hold their original documents. If we hold your original documents, then they remain yours and you can have them back upon request. We will try to keep them safe, but we cannot guarantee their safety. Although we generally attempt to keep our clients informed of major changes in the law which may affect them, we do not represent that we will do so, even if we are holding your documents.

13. Termination or Conclusion of Representation. You have the right to terminate our representation at any time for any reason, and we may terminate our representation in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate representation include: (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of the firm; or (6) any other reason permitted or required under the applicable Rules of Professional Conduct.

In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

After the trust is closed, our engagement is concluded and we will have no further responsibility to the Client or the trust.

At that time the Client should let us know if he or she would like to receive any of the files related to this matter. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any file documents or other materials retained by us within a reasonable time of the date of this letter without further notice to you.

14. Governing Law. The rights and obligations of you and the firm arising under or in connection with our representation of you on this matter will be governed by the laws of the State of Connecticut, without regard to conflicts of laws principles.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Joe Buda to the Central Regional Tourism District Board of Directors
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation to appoint Joe Buda to the Central Regional Tourism District Board of Directors, the following motion is in order:

Move, effective November 14, 2018 to appoint Joe Buda as Simsbury's representative to the Central Regional Tourism District Board of Directors for a two-year term expiring on November 13, 2020.
5. **Summary of Submission:**
The Central Regional Tourism District, Inc. represents 65 towns and cities including Simsbury by state statute. According to their enabling legislation, each Board of Selectmen, Board of Aldermen or City Council in each of the 65 towns represented may appoint one representative to serve on the Bureau's Board of Directors. The appointment as mandated by state statute is for a two-year term.

The mission of the District is to promote leisure, business, group and corporate travel to the region, in keeping with the values of the individual communities they serve.

The Board of Directors meets five times a year, January, March, May, September and November from 5:00 to 7:00 p.m. at the Central Regional Tourism District Office. There is an upcoming meeting on November 15th.

Joe Buda is currently serving as Chair of the Town's Tourism Committee and is willing to serve as our representative to the Central Regional Tourism District Board of Directors. First Selectman Wellman is the BOS liaison to Tourism, and the Central Regional Tourism District notified him of Simsbury's vacancy on their Board of Directors.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resume of Joe Buda

Joseph G. Buda



Current Focus Areas

President Simsbury Historical Society, Simsbury CT Dec. 2016 to Present

Build infrastructure to secure financial stability, while establishing a team-based organization to develop and deliver world-class educational programs, exhibits and events. Design systems to better preserve Simsbury's historic documents and items. Develop and lead key programs, including Trail 10K initiative, Road to Equality, Pre-contact Native American exhibits.

Chair Simsbury's Tourism Committee, Simsbury CT Jan. 2017 to Present

With the committee, identify recommendations to the town of Simsbury to increase tourism. Promote initiatives on local television programs and in print media.

Published Author:

- *Pilgrim's Passage; Into a New Millennium*
- *Pilgrim's Passage: Rebuilding the Past*
- *Pilgrim's Passage: Darkness to Light*
- Next book to be released in 2019: *Pilgrim's Passage: Truth Seekers* & Coauthor of a business book: *Dolphin Sea Charter*

Woodcarver & Sculpture

- Currently leading the SHS wood carved: 350th Community Eagle initiative
- Design and equip a fully functional circa 1820's woodworking shop in SHS' Phelps Barn Exhibit Center.
- *Revolutionary Moves* Lifesize Chess Set made from lighting rod components

Exhibit Designer using items from personal collection

- *Against the Grain* An exhibit of unique sculptures at the CT state run: Eric Sloane Museum, Kent CT 2016
- *The lure of Fishing* Exhibit at the CT state run: Whitfield House Museum, Guilford CT 2017
- *From the Forest: Native American Quillwork* at the Institute of American Indian Studies, Washington, CT Currently on Exhibit 2018
- Multiple exhibits at the Simsbury Public Library including: *Horn, the 18th Century Plastic, Fishing the Farmington, Native American Quillwork, Eric Sloane: Author, Painter and Collector* 2016-

Business Experience

Otis Elevator Company, United Technologies Corporation, Farmington, CT

July 2005 - January 2011 - Director Global Leadership & Development, Otis WHQ

January 1994 to July 2005 - Director Human Resource Programs, Otis WHQ

November 1990 - January 1994 - Director Human Resources, Otis Canada

February 1988 - November 1990 - Manager Field Employee Relations, Otis N. America

Director Global Leadership & Development, Otis World Headquarters

Accomplishments include:

- Initiated the Otis Service Excellence change efforts which set a new standard for customer service
- Drove the Sales Force Excellence initiative that improved customer relations
- Transformed Otis ACE (Achieving Competitive Excellence) into state-of-the-art Human Resource practices achieving the highest level: ACE Gold

Director Human Resource Programs, Otis World Headquarters, Farmington, CT

Accomplishments include:

- Lead development and implementation of business centered global programs
- Directed global learning and development initiatives
- Determined Otis University programs for high potentials
- Planned organizational development and strategic human resource initiatives
- Defined the selection and assessment process for key positions
- Determined Global Human Resource quality and service excellence initiative
- Managed an international core staff of 6 people and cross functional teams

Director Human Resources, Otis Canada

Accomplishments include:

- Participated on the Otis Canada Management team
- Managed all Human Resource responsibilities
- Directed Environmental Health and Safety
- Defined organizational effectiveness practices
- Certified HR into a business centered function
- Enabled shared services with US Otis operations
- Established with management team the national quality initiative

Manager Field Employee Relations, Otis Western Region, San Francisco CA

Accomplishments include:

- Chief spokesman for labor contract negotiations and arbitrations
- Contributed to field employee relations
- Served as regional coordinator for EEOC and Affirmative Action Program
- Changed California labor law relating to apprentices on building jobsites
- Established branch level high performance work teams
- Determined field compensation program

1978-February 1988
Sikorsky Aircraft, UTC, Stratford CT

December 1985 to February 1988 – Employee Relations Center Manager
March 1982 to December 1985 – Personnel Administrator
October 1980 to March 1982 – Final Assembly Foreman
April 1978 to October 1980 – Final Assembly Installer

Employee Relations Center Manager

- Managed Employee and Labor Relations within Flight & Operations Center
- Supported manpower realignment within Sikorsky
- Facilitated labor relations conflict resolutions

Personnel Administrator

- Business centered Personnel Administrator

Final Assembly Foreman

- Supervised third shift Final Assembly operations
- Youngest Foreman on Final Assembly Line

Final Assembly Installer

- Award winning Final Assembly Installer

Education

MA, University of New Haven, New Haven, CT
Industrial Relations

BA, Sacred Heart University, Fairfield, CT
Sociology

**Board of
Directors &
Executive
Committees**

Included:

University of Hartford: Hartford Scholars, program to support students from Hartford
St. Catherine of Sienna, Parish Council to support social action
InnerClass, advisor to promote corporate and individual learning

Currently:

Simsbury Historical Society a Not-for-Profit organization: Board of Directors & President
Simsbury's 350th 2020 Celebration: Executive Committee member

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
REGULAR MEETING MINUTES – OCTOBER 22, 2018
“Draft”**

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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 Selectman Eric Wellman; board members Cheryl Cook, Sean Askham, Chris Peterson, and Christopher Kelly. Selectman Michael Paine was absent. Others in attendance included Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby, Director of Public Works, Tom Roy, Director of Planning and Community Development Michael Glidden, Director of Community and Social Services Kristen Formanek, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Mr. Wellman asked the Board to add one item to the agenda – a Public Gathering Permit Application for Simsbury Celebrates under item H.

Ms. Cook made a motion to add Item H – a Public Gathering Permit Application for Simsbury Celebrates. Mr. Askham seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Helen Peterson, 20 Longview Drive, spoke about the upcoming elections and question 2. She said this question has to do with land preservation and the State selling, giving away, or swapping land without hearing from the public. She urged everyone to vote yes to change the constitution to make sure our voices are heard before getting rid of these lands.

Joan Coe, 26 Whitcomb Drive, spoke about a “hard stop” at the last Board meeting and the consequences for SCTV viewers, Gifts for Love and the Eno Trust, the mil rate, pickle ball and other issues.

Wilson Keithline, 39 East Weatogue, spoke about the Theatre Guild of Simsbury, and their November event “Hollywood in Vegas”.

Susan Masino, 41 Madison Lane, also spoke about question 2 on the ballot, the Grange workshop “Gardening 101” tomorrow night at 6 p.m., a Bee keeping workshop on November 19th, and other issues.

Nevin Christensen, Flamig Farm, 44 West Mountain Road, spoke about having an Air B & B at the Farm and his son now wanting to learn more on farming.

Julie Christensen, 44 West Mountain Road, said Flamig Farm is growing. She said she has left messages for Zoning about holding more events at the Farm and the Air B & B, but no one gets back to her.

PRESENTATIONS

a) Gifts of Love Barn Conversion Project

Mr. Wellman said this item is about the renovating of the barn at the Community Farm and is for informational purposes only.

Executive Director of Gifts of Love Susan Pribyson, introduced the other members of the organization. She said they were founded 29 years ago. Her presentation gave the history of Gifts of Love and the Simsbury Poor Farm. She noted what their current services are to the Town. Ms. Pribyson showed the current barn structure and explained the current usage of the barn. She also discussed the scope of the barn renovation and use.

Donna Sennott, from the Theatre Guild of Simsbury, spoke about joining the Gifts of Love on this project. She gave the history of the Theatre Guild in the Town and feels they can expand their programs if the barn is renovated.

Ms. Pribyson also spoke about fundraising and trying to obtain grants for this project.

Lydia Tedone, who is on the Board of Directors of Gifts of Love and also on the Simsbury Board of Education spoke about what the Town Farm was and what it has become today. She feels the Farm is viable to the Town. She discussed revenue and services of the Farm.

Ms. Capriola said this issue has been brought to the Town Attorney for review.

FIRST SELECTMAN’S REPORT

First Selectman, Wellman, reviewed his First Selectman report.

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Tax Refund Requests

Mr. Askham made a motion, effective October 22, 2018 to approve the presented tax refunds in the amount of \$5,349.68, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant

Mr. Wellman said the Town annually contracts with the Greater Hartford Transit District for assistance with funding the operating costs of the Simsbury Dial-A-Ride Program. We have been awarded more than \$6,600 this year.

Ms. Cook made a motion, effective October 22, 2018, to accept the FY18/19 grant funds from the Greater Hartford Transit District to support our Dial-A-Ride program and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award. Mr. Kelly seconded the motion. All were in favor and the motion passed.

c) Proposed Archdioceses of Hartford Donation

Mr. Wellman said the Archdiocese of Hartford has provided the Town with a financial donation of \$1,565 to support the Simsbury Food Closet for residents in need.

Ms. Formanek said the Town has four food programs for the residents of Simsbury including Cheese Day, Bread Day, the Food Closet and Mobile Food Share.

Mr. Kelly made a motion, effective October 22, 2018 to accept the donation from the Archdioceses of Hartford in the amount of \$1,565 for the purpose of supporting our Food Closet Program. Ms. Cook seconded the motion. All were in favor and the motion passed.

d) Proposed Acceptance of Bulletproof Vest Partnership Grant

Mr. Wellman said bulletproof vests are replaced every five years. This year, thanks to this grant, we will be able to replace seven vests.

Mr. Kelly made a motion, effective October 22, 2018 to accept the FY 18/19 Bulletproof Vest Partnership Grant, and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award. Mr. Askham seconded the motion. All were in favor and the motion passed.

e) Proposed FY 18/19 Emergency Management Performance Grant

Mr. Wellman said the Town annually submits a grant application to the State Department of Emergency Services and Public Protection for an Emergency Management Performance Grant.

Ms. Capriola said the Board made a resolution on January 22, 2018 and she has been authorized to execute all documents related to the grant if it is awarded to the Town.

Ms. Cook made a motion, effective October 22, 2018 to apply for the 2018/2019 Emergency Management Performance Grant in the amount of \$12,179. Mr. Askham seconded the motion. All were in favor and the motion passed.

f) Public Gathering Permit for Simsbury Celebrates

Mr. Wellman said Simsbury Celebrates will take place on November 24th from 5-8:30 p.m. This event will be the same as all previous years.

Ms. Cook made a motion, effective October 22, 2018 to approve the Public Gathering Application for Simsbury Celebrates 2018 as presented and to authorize the issuance of the Public Gathering Permit. Mr. Askham seconded the motion. All were in favor and the motion passed.

g) Economic Development Commission Work Plan

Mr. Wellman said the Board had an opportunity to arrange their priorities for the Economic Development Commission or Ms. Capriola to handle. The Board look at items ranked #5 and #4.

After discussion, Mr. Askham said this was a good exercise as the Board should give more guidance to other Boards and Commissions as well.

There was no action taken at this time.

h) Discussion on 2018-2019 Board of Selectmen Goals and Priorities

Ms. Capriola said her and Ms. Appleby further characterize the goals and priorities of the Board and report back to the Board at the November meeting.

APPOINTMENTS AND RESIGNATIONS

a) Resignation of Robert Michael Gorman from the Board of Education

Mr. Kelly made a motion to accept the resignation of Robert Michael Gorman (R) as a regular member of the Board of Education effective November 30, 2018 with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Resignation of Andrea Ericksen from the Juvenile Review Board

Mr. Kelly made a motion to accept the resignation of Andrea Ericksen as a member of the Juvenile Review Board retroactive to October 1, 2018 with our thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Proposed Appointment of Bryant Lishness to the Juvenile Review Board

Ms. Cook made a motion, effective October 22, 2018 to appoint Bryant P. Lishness as a member of the Juvenile Review Board to the slot designated for the probation officer from the Juvenile Court. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Proposed Appointment of Brian Doonan to the Simsbury Housing Authority

Ms. Cook made a motion, effective October 22, 2018 to appoint Brian Doonan (D) as a regular member of the Simsbury Housing Authority with a term expiring April 2, 2019. Mr. Askham seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of October 10, 2018

There were no changes to the Regular Meeting Minutes of October 10, 2018 and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
REGULAR MEETING MINUTES – OCTOBER 22, 2018
“Draft”**

Page | 5

Ms. Cook spoke about the Community for Care program on Anxiety in Children and Parents to be held on November 5th at Henry James Middle School. This program is for kids ages 13 and older. She said teachers will also be hearing about this program.

Ms. Cook said in the last budget cycle, lunches were approved at the Senior Center. These lunches will start on November 6th for eat in or take out.

COMMUNICATIONS

a) Letter from M. Capriola and N. Boulter re: Ely Lane, Dated October 10, 2018

There was no discussion at this time.

ADJOURN

Mr. Askham made a motion to adjourn at 7:40 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Date: November 5, 2018

To: Maria E. Capriola MPA, Town Manager

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

Re: Public Gathering Permit; Updated Forms and Process
--

Maria:

The application form for public gathering permits update has been completed by staff. Attached to this correspondence is the revised application form. Robin Newton and Carrie Vibert coordinated with other town departments/agencies that review applications for public gathering permits. The input from all of the departments that responded was incorporated into the new application form.

The new application form highlights areas that are areas of concern by staff. Contact information for all agencies reviewing the permits is contained within the application. The new application form will help guide applicants to the types of information required, so that events are not delayed due to lack of information.

Staff has requested that applicants submit their paper work at least 6 weeks prior to the scheduled event. This 6 week window allows staff to complete their review of the application so that it can be forwarded to the Board of Selectmen in a timely manner.

Culture, Parks, and Recreation Department was previously responsible for administering public gathering permits in the past. Now the Planning Department will handle the processing of applications, scheduling of review meetings, and presenting recommendations to the Board of Selectmen.

Events that are held at Simsbury Meadows require the applicant to coordinate with the SMPAC's Executive Director. The SMPAC's Executive Director will be the point of contact for the event and will assist in the presentation of the application.

A regular meeting schedule has been developed by staff for review of public gathering permit applications. Staff will meet on the 4th Thursday of every month at Town Hall to review applications for public gathering.

In order to get the message out to potential applicants, Robin Newton emailed applicants a copy of the new form along with highlights of the scheduling changes mentioned above.

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

An Equal Opportunity Employer
www.simsbury-ct.gov

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, including original signatures, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. The application must be received in office at least **6 WEEKS** prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: _____

Applicant's Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Event Location: _____

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

Exact Time(s)/Date Begin: _____ End: _____

Number of people expected to be present for the event (incl. staff, volunteers, attendees): _____

- The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

TOWN OF SIMSBURY USE ONLY:

Fee Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Insurance Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Request Approved:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event: _____

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES ☐ NO ☐ NUMBER: _____

- *You are responsible for proper collection and removal of all waste generated by your event.*

Portable toilets: YES ☐ NO ☐ NUMBER: _____

- *If yes, please show locations on attached site plan.*

Tent: YES ☐ NO ☐ SIZE: _____
OPEN SIDES ☐ ENCLOSED ☐

- *Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.*

Lighting and/or sound equipment: YES ☐ NO ☐

- *If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.*
- *Lighting must meet the requirements of the Town of Simsbury Fire Marshal.*

Does your event require electrical access? YES ☐ NO ☐

- *If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.*

Will food be sold or given away at your event? YES ☐ NO ☐

- *If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).*

Will alcohol be served at your event? YES ☐ NO ☐

- *If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.*

Will road closure(s) be necessary? YES ☐ NO ☐

- *Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.*

PLANNING & ZONING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

- Does your event require a Special Exception? YES ☐ NO ☐
- Has the Zoning Commission approved a S.E.? YES ☐ NO ☐
- Have you obtained a State of CT liquor license? YES ☐ NO ☐

Signage

- Will your event require temporary signs? YES ☐ NO ☐
 - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES ☐ NO ☐

Attachments:☐ Site Map

- The site plan/ map of the proposed Public Gathering should be to-scale and show exactly:
 - ☐ Layout of the Event (tents, booths/vendors, rides, aisles, etc.)
 - ☐ Location of Lighting
 - ☐ Parking Layout

FARMINGTON VALLEY HEALTH DISTRICT

95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org

860-352-2333

If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.

Has a Temporary Food Permit been secured? YES ☐ NO ☐

<http://www.fvhd.org/food-protection1.html>

BUILDING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES ☐ NO ☐ CAPACITY: _____
OPEN SIDES ☐ ENCLOSED ☐
SQUARE FOOTAGE: _____

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES ☐ NO ☐

- Will you be utilizing portable generators? YES ☐ NO ☐

FIRE MARSHAL

871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

DEPARTMENT OF PUBLIC WORKS (DPW)

66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event?
- In advance?

YES ☐ NO ☐

DATES: _____

Are DPW trucks required for use as barricades?

YES ☐ NO ☐

QUANTITY: _____

- *The fee schedule below is for one (1) Truck and one (1) staff member.*
- *All fees will begin when Public Works Trucks leave the DPW Campus.*
- *Each Truck will be filled with sand and operated by a single staff member.*
- *The number and positioning of the Trucks shall be determined by the Simsbury Police Department.*
- *The fees for using DPW trucks as barricades are as follows:*
 - *\$250 for first four (4) hours*
 - *\$50/hour for each additional hour during regular hours*
 - *\$75/hour for each additional hour on Federal holidays and Sundays*

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$_____

Fee is payable by check made out to the Town of Simsbury

Please note:

- No markings on the roadways or custom signage is allowed.
- Traffic cones shall not be provided by DPW.

POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES ☐ NO ☐

If yes, please list recent prior venues that have hosted this concert/festival:

Will on-site private security be provided?

YES ☐ NO ☐

NUMBER: _____

Will on-site emergency medical services be provided?

YES ☐ NO ☐

NUMBER: _____

- *Where will they be located?* _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES ☐ NO ☐

Will the attendance be equal to or greater than 5000? YES ☐ NO ☐ NUMBER: _____

Attendance will be:

STAGGERED OVER COURSE OF EVENT ☐ AT A SPECIFIC TIME ☐ TIME: _____

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES ☐ NO ☐

- *If so, trash recycling barrels are required at Permittee's expense*

Will you require any special field lining or set up? YES ☐ NO ☐

Do you intend to use "staked" tents on athletic fields? YES ☐ NO ☐

Will athletic field lighting be necessary? YES ☐ NO ☐

Have you provided a parking plan on your site map? YES ☐ NO ☐

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

- ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED
-

**Public Gathering Permit
Required Declaration**

I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): _____

Applicant's Signature: _____

Date Signed: _____

REQUIRED SIGN OFFS (in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief				
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal				
Zoning Enforcement Officer				
Board of Selectmen				

Glidden Michael

From: Newton Robin
Sent: Wednesday, October 24, 2018 6:28 PM
To: Schrager Taryn; 'chall@hartfordsymphony.org'; 'tthreenyc@aol.com'; 'jwmerriman@gmail.com'; 'Manda'; 'Gifts of Love Accounting'; 'Simsbury Chamber'; 'Rob Branham Foundation'; 'michelle.zimnoch@nmss.org'; 'Missy DiNunno'; 'rparent6@gmail.com'; 'jesse@mainlymarathons.com'; 'terrapinbookings@gmail.com'; 'Laura'; 'Bill Thomas'
Cc: Glidden Michael; Capriola Maria E.; Appleby Melissa; Vibert Carrie; Sheehan, Thomas; Kevin Kowalski; M Delehanty; Roy Thomas; Jefferis Ryan
Subject: New Public Gathering Process and Application
Attachments: PUBLIC GATHERING APPLICATION FORM 2018.pdf

Good Evening All,

I am reaching out to you as you have applied for public gathering permits through the Town of Simsbury in the last year. We wanted to make you aware of our newly formed application and approval process.

1. The new fillable application is available online at https://www.simsbury-ct.gov/sites/simsburyct/files/pages/public_gathering_application_form_2018.pdf or hard copies may be picked up in the Planning Office.
2. All applications are required to be submitted a **minimum** of 6 weeks in advance in order to allow for proper processing.
3. The Planning Department is the point of contact for application submittals, except those events held at Simsbury Meadows, please see #6 below. Please call 860-658-3245 if you need any assistance with the application or have questions regarding the process.
4. The public gathering committee has a dedicated meeting time each month to process all completed applications. Your attendance is required to answer any questions from Town Officials. You will receive an email indicating which meeting you will need to attend. These meetings are typically scheduled for the 4th Thursday of every month in the Town Hall meeting room at 10:00 a.m.
5. Staff will then prepare a Board of Selectman submission for your event. Once approved you will receive a formal approval level with any conditions from the Zoning Enforcement Officer.
6. If your event is being held at **Simsbury Meadows** you must have Missy DiNunno, Executive Director of SMPAC, process your application through the Public Gathering Committee. You should still be in attendance at the public gathering committee meeting to answer any necessary questions.

If you have any questions or concerns, please feel free to reach out to me at the number listed below. Thanks so much

Robin Newton, CZEO
Code Enforcement Officer
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Richard A. Jacobson, Director of the State Wildlife Division, DEEP
From: Maria Capriola, Town Manager; Nicholas Boulter, Chief of Police *Maria E. Capriola*
Cc: Board of Selectmen; Mark Rudewicz, Animal Control Officer *Nicholas J. Boulter*
Date: October 26, 2018
Subject: Summary of Bear Data

This is a brief summary of Simsbury's internal data about black bear sightings from 2009 through October 23, 2018 as well as analysis of the data DEEP has on their website for black bear sightings state wide from October 11, 2017 through September 25, 2018.

Internal Data

The internal data from Simsbury's Police Department records show that 2018 has the highest number of bear sightings Simsbury has seen. Over the reporting period, the mean number of bear calls responded to was 275.8 with a median number of calls responded to being 255.5. The lowest number of calls was seen in 2013 with 151 calls responded to by the Simsbury Police Department. 2018 has the highest recorded number of calls for black bears in Simsbury; as of October 23rd staff has responded to 525 calls. The previous high was in 2016 at 346 calls for black bear sightings. From 2017 to 2018 year to date there has been a 54.87% increase in calls about black bears in Simsbury, and we are averaging a 16.1% increase in calls per year.

External Data

The Department of Energy & Environmental Protection has a log of black bear sightings around the state from October 11, 2017 through September 25, 2018. An analysis of that data is included on the second page attached to this memo. Highlighted towns are Simsbury and our neighboring towns. You can see that most of the sightings occur in our area of the state with Farmington having the most reported black bear sightings. A total of 7,871 black bear sightings were record in Connecticut during this 11 month reporting period. The mean number of bears per town was 54 bears with a median number of sightings being 12. Simsbury's 426 black bear sightings represents 5.41% of all sightings across the state of Connecticut, and the 2nd most of any town in the state.

Challenges

We are facing a number of challenges related to the increase in amount of black bears in our area.

1. In Simsbury we face an increasing number of bears entering homes. Our 2018 year to date data shows we have had 4 calls responded to for bears entering homes. Simsbury has also had two properties where damage was caused by bears trying to gain entry. We also have an increase in the number of bears entering people's garages and vehicles.

2. We are noticing a decreased sensitivity of bears to humans, vehicles and noise. There has been an increase in difficulty to move bears out of harm's way when they are obstructing traffic, when they enter homes, and when they are raiding trash.
3. Using our police department's records management system we were able to see that from January 1st 2018 to October 23rd 2018 we had a total of 525 calls listed as "Animal Complaint – Bear". On average 1.21 officers responded to these calls with an average total time per call of 23.86 minutes. This time includes the time dispatch was talking to the caller as well as officers responding. Using the standard hourly rate of a Patrol Officer First Class, which is \$42.64, we are able to estimate that Simsbury has used a minimum of \$10,834.82 year to date for calls related to bears (this does not include indirect expenses or dispatch).
4. There has been an increase in interactions between people and bears when people are outside walking or engaging in other outdoor activities.
5. The increased bear presence around our schools is causing difficulties during pick-up and drop-off times via parents/guardians or school bus, and sporting events.
6. The frequency of bears raiding closed garbage receptacles and spreading litter and waste is causing public health concerns. On the front page of our website we have uploaded a memo to provide our residents tips to keep bears away from their garbage. That memo is provided as an attachment

Conclusion

We are seeking assistance from DEEP for a more active and direct approach to help Simsbury with managing issues related to black bear interactions with our residents.

Attachments

- A) Internal Bear Data
- B) Internal Bear Chart
- C) DEEP Statewide Data
- D) DEEP Statewide Chart
- E) Map of 4 Reported Bears in Homes – 2018
- F) Map of All 2018 Bear Calls for Service in Simsbury
- G) Managing Bears and Garbage in Simsbury Memo
- H) Simsbury Police Department Reported Call Type: Time Analysis Year to Date

Town of Simsbury

Year	Calls responded to about Bears	Change Year to Year	Percent Change Year to Year
2009	239		
2010	167	-72	-30.126%
2011	267	100	59.880%
2012	207	-60	-22.472%
2013	151	-56	-27.053%
2014	273	122	80.795%
2015	244	-29	-10.623%
2016	346	102	41.803%
2017	339	-7	-2.023%
2018	525	186	54.867%

* Year to Date data for 2018

** Green represents highest total, Red is lowest for that column

Mean 275.8

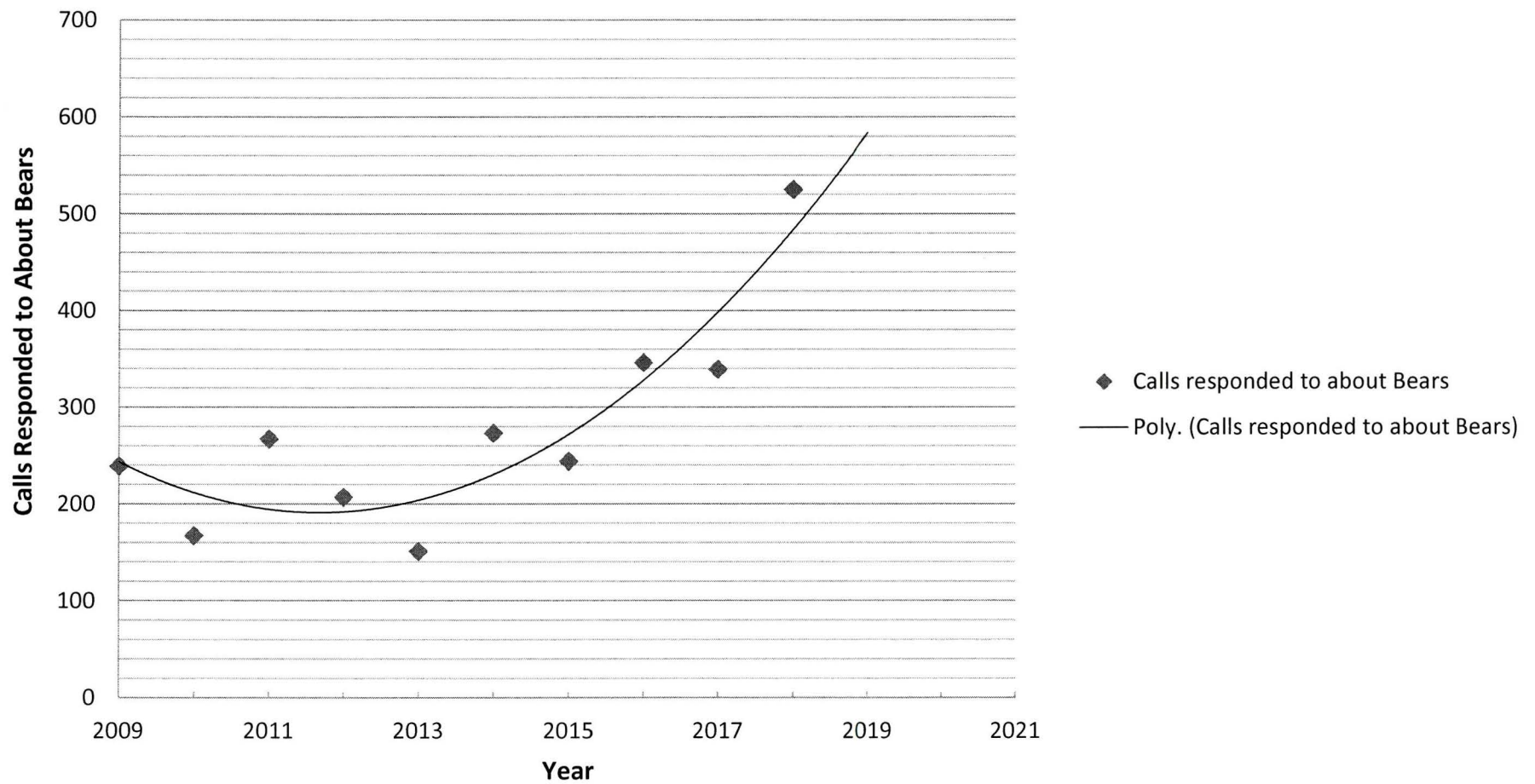
Median 255.5

Standard Deviation 102.771

Mean % Change Year
to Year

16.117%

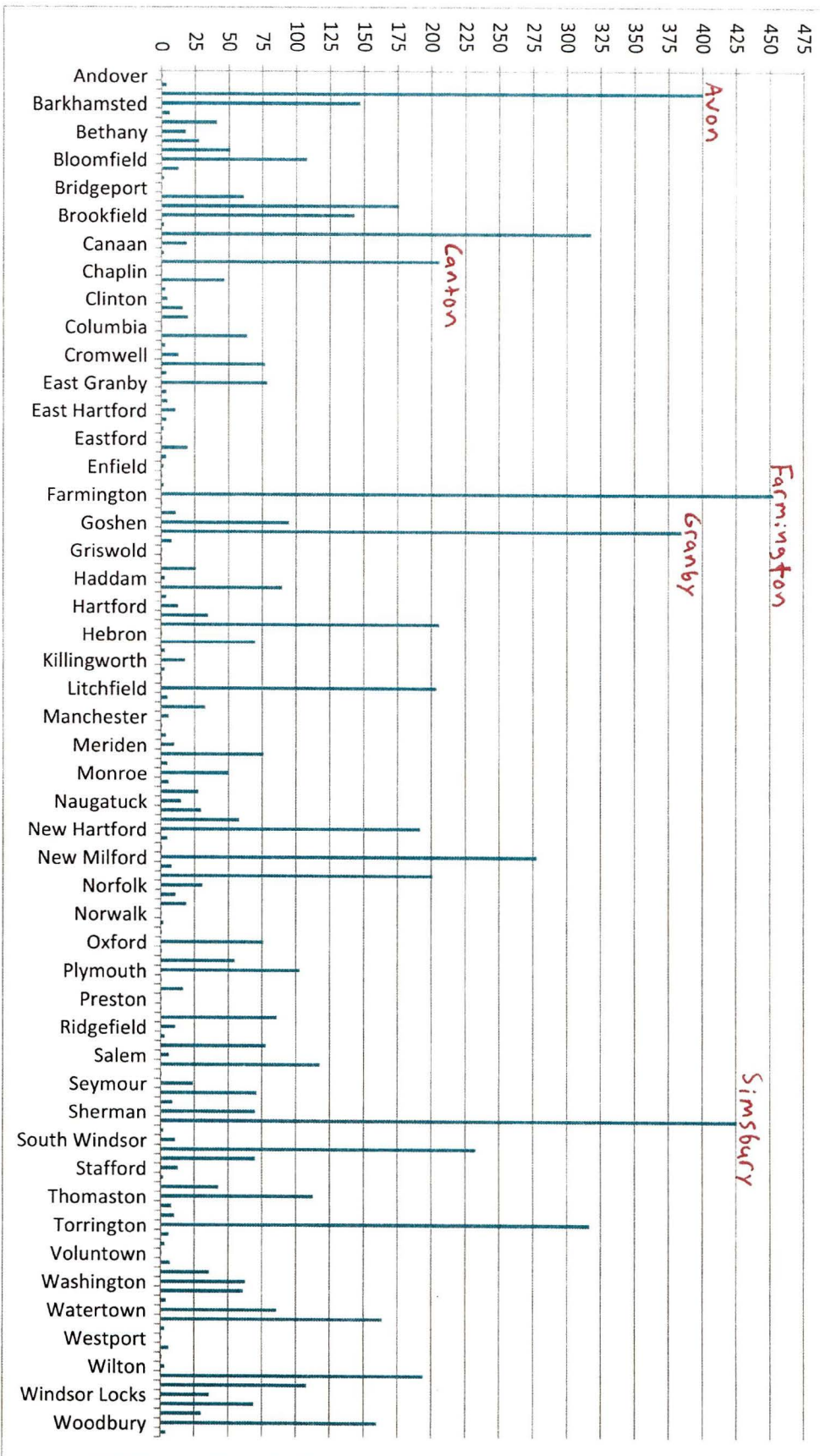
Bear Data in Simsbury 2009-Present



*Data from <https://www.depdata.ct.gov/wildlife/sighting/bearsight.asp>

Town	Bear Sighting	Town	Bear Sighting	Town	Bear Sighting		
Andover	1	Granby	385	Portland	17	Mean	54
Ansonia	4	Greenwich	8	Preston	1	Median	12
Avon	400	Griswold	1	Putnam	1	Total	7871
Barkhamsted	147	Groton	1	Redding	86	% in Simsbury	5.41%
Beacon Falls	6	Guilford	26	Ridgefield	11		
Berlin	41	Haddam	3	Rocky Hill	3		
Bethany	18	Hamden	90	Roxbury	78		
Bethel	28	Hampton	4	Salem	6		
Bethlehem	51	Hartford	13	Salisbury	118		
Bloomfield	108	Hartland	35	Scotland	1		
Bozrah	13	Harwinton	206	Seymour	24		
Branford	2	Hebron	1	Sharon	71		
Bridgeport	1	Kent	70	Shelton	9		
Bridgewater	61	Killingly	3	Sherman	70		
Bristol	176	Killingworth	18	Simsbury	426		
Brookfield	143	Lebanon	3	Somers	2		
Brooklyn	2	Ledyard	1	South Windsor	11		
Burlington	318	Litchfield	204	Southbury	233		
Canaan	19	Lyme	5	Southington	70		
Canterbury	2	Madison	33	Stafford	13		
Canton	206	Manchester	6	Stamford	2		
Chaplin	1	Mansfield	1	Suffield	43		
Cheshire	47	Marlborough	4	Thomaston	113		
Chester	3	Meriden	10	Thompson	8		
Clinton	5	Middlebury	76	Tolland	10		
Colchester	16	Middletown	5	Torrington	317		
Colebrook	20	Monroe	50	Trumbull	6		
Columbia	1	Montville	6	Union	3		
Cornwall	64	Morris	28	Voluntown	1		
Coventry	3	Naugatuck	15	Wallingford	7		
Cromwell	13	New Britain	30	Warren	36		
Danbury	77	New Fairfield	58	Washington	63		
Derby	4	New Hartford	192	Waterbury	61		
East Granby	79	New Haven	5	Waterford	4		
East Haddam	4	New London	1	Watertown	86		
East Hampton	5	New Milford	278	West Hartford	164		
East Hartford	11	Newington	8	Weston	3		
East Lyme	4	Newtown	201	Westport	1		
East Windsor	2	Norfolk	31	Wethersfield	6		
Eastford	1	North Canaan	11	Willington	1		
Easton	20	North Haven	19	Wilton	3		
Ellington	4	Norwalk	1	Winchester	194		
Enfield	2	Norwich	2	Windsor	108		
Essex	1	Old Saybrook	1	Windsor Locks	36		
Fairfield	2	Oxford	76	Wolcott	69		
Farmington	453	Plainfield	1	Woodbridge	30		
Franklin	1	Plainville	55	Woodbury	160		
Glastonbury	11	Plymouth	103	Woodstock	4		
Goshen	95	Pomfret	1				

Town by Town DEEP Bear Sightings October 2017 through September 2018



Town of Simsbury

Geographic Information System (GIS)



Date Printed: 10/18/2018



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.

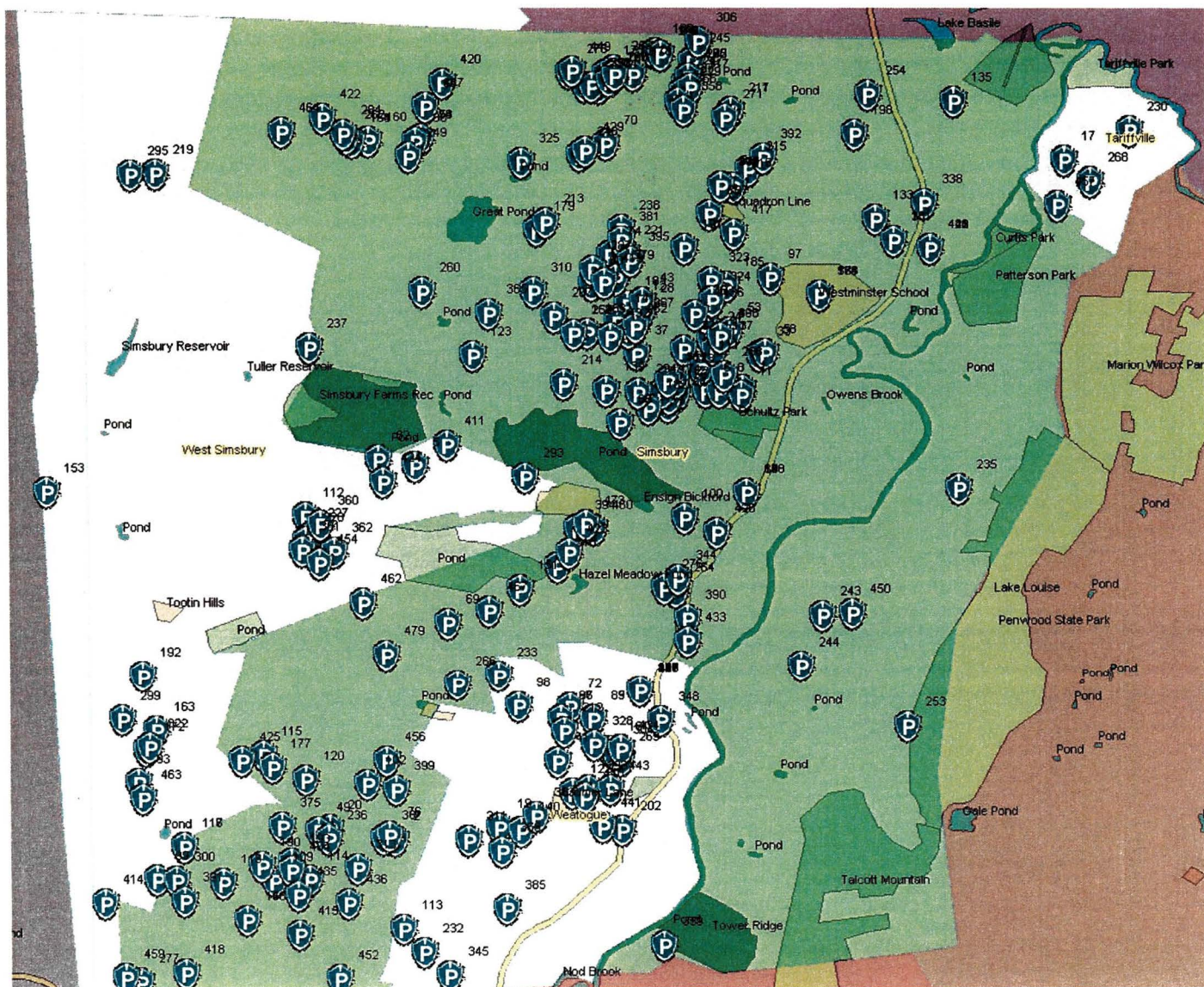
Approximate Scale: 1 inch = 1500 feet

0 1,500
Feet



41 Longview Drive
27 Simsbury Manor Drive
9 Redstone Drive
9 Lawton Drive

Simsbury Bear Calls January 2018 through October 2018





Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Managing Bears and Garbage in Simsbury

Bears are considered to be one of the most intelligent land animals in North America, and over time they have learned to view residents' trash barrels as a food source. Bears have also become aware of when trash is collected in specific areas of Town. One of the best ways to minimize the chance of human-bear interaction is to keep unsecured garbage away from bears and to take measures to make it as unappealing as possible when barrels are curbside.

Tips for keeping bears away from your garbage:

- Do not put your trash barrel out at night; wait until the morning of trash collection to bring your barrel curbside
- When your barrel is not curbside, leave it secured inside a garage, shed, or out building
- Lock household doors and windows as unlocked or open doors and windows can allow bears to enter your home, garage, or shed
- Regularly wash your barrel with a strong disinfectant such as bleach or white vinegar; spray the inside of the barrel with ammonia between cleanings to discourage bears
- Fill a perforated bag, stockings, or thin trouser socks with moth balls and hang it inside the back of your trash barrel to discourage bears
- Freeze your food waste and put it into your trash barrel just before taking it to the curb
- Secure your trash barrel cover with bungee cords or a ratchet strap to help discourage bears; remove the bungee cord on your trash pick-up day

Additional tips for keeping bears away from your home:

- Do not add meat or sweets to your compost piles
- Do not leave pet food outside of your house
- Make sure outdoor grills are cleaned of residual food and are securely covered
- Remove birdfeeders from areas near your house

[Simsbury Police Department Bear Awareness Brochure](#)

[CT Department of Energy & Environmental Protection Black Bear Information](#)

Reported Call Type: Time Analysis

01/01/2018 00:00 Thru 10/23/2018 23:59

Call Description	Total # of Calls	Average # of Units	Average Time in Que Minutes	Average Travel Time Minutes	Average Response Time Minutes	Total Time All Units Hours	Average Time Per Call Minutes	Average Time Per Unit Minutes
911 Hangup Call	208	1.53	0.66	5.70	6.36	70.20	20.25	13.25
ADMIN. MEDICATION DROP BOX	32	1.63	0.22	0.03	0.25	7.18	13.47	8.29
Administrative	22	1.23	0.07	0.00	0.07	5.30	14.45	11.78
Aided Case	1282	3.56	0.10	3.58	3.68	3439.08	160.96	45.25
Alarm - Fire	191	1.26	0.73	5.70	6.43	70.58	22.17	17.65
Alarm - Intrusion	448	1.88	0.21	5.22	5.43	211.57	28.33	15.09
Alarm - Medical	77	3.47	0.20	5.18	5.38	124.67	97.14	28.01
Ambulance	300	1.90	0.07	9.61	9.68	770.27	154.05	80.94
ANCILLARY DUTIES	288	1.08	0.01	3.05	3.06	247.35	51.53	47.57
ANIMAL COMPLAINT - BEAR	525	1.21	0.93	6.55	7.49	208.73	23.86	19.66
ANIMAL COMPLAINT - DOG	264	1.21	1.30	6.35	7.64	126.40	28.73	23.77
ANIMAL COMPLAINT - OTHER	205	1.12	1.33	5.22	6.55	77.75	22.76	20.28
Arrest Warrant Served	45	2.31	2.44	3.38	5.83	102.82	137.09	59.32
Arrest Warrant Served - FTA	14	1.43	10.36	1.50	11.86	11.27	48.29	33.80
Assault	6	2.83	2.00	1.57	3.57	14.52	145.17	51.24
Assist Agency/Person	1227	1.60	1.16	4.50	5.66	1020.48	49.90	31.27
Background Investigation	11	1.09	1.09	8.42	9.51	3.25	17.73	16.25
Bad Checks	2	1.00	1.50	9.00	10.50	1.33	40.00	40.00
Burglary	16	3.19	2.78	1.61	4.39	56.52	211.94	66.49
CHILD CARSEAT INSPECTION	85	1.06	1.98	3.43	5.41	38.90	27.46	25.93
CIVIL COMPLAINT	4	1.00	6.00	9.75	15.75	3.18	47.75	47.75
COPS	1164	1.07	0.01	0.40	0.40	583.07	30.05	27.99
COPS / BICYCLE PATROL	96	1.17	0.02	0.10	0.12	63.75	39.84	34.15
Criminal Mischief	35	1.23	3.43	8.05	11.48	20.70	35.49	28.88
Death Investigation	2	5.50	1.50	0.00	1.50	11.27	338.00	61.45
DISORDERLY CONDUCT	18	2.89	1.11	1.18	2.29	26.38	87.94	30.44
DISPATCH RELIEF	299	1.03	0.05	12.20	12.25	310.28	62.26	60.44
Dispatcher Entry	4	1.00	89.75	0.00	89.75	1.05	15.75	15.75
DRUG NON-CRIMINAL	1	6.00	8.00	0.00	8.00	2.02	121.00	20.17
Drug/Narcotic Violation	6	1.83	1.42	2.89	4.31	7.90	79.00	43.09



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Stop & Shop Real Estate Tax (Assessment) Appeal
2. **Date of Board Meeting:** November 14, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; David Gardner, Assessor; Robert M. DeCrescenzo, Esq., Town Attorney *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the stipulation for judgment to settle the Stop & Shop real estate tax appeal, the following motion is in order:

Move, effective November 14, 2018 to approve the Joint Stipulation for Judgment for Docket No. HHB-CV- 18-60644664-S, THE STOP & SHOP SUPERMARKET COMPANY, LLC V. TOWN OF SIMSBURY.
5. **Summary of Submission:**
The subject property, 498 Bushy Hill Road, is the northerly parcel of the Simsbury Commons center. This includes a supermarket building constructed in 1993 with a building area of approximately 64,948 square feet on approximately 9 acres. The revaluation of the property as of October 1, 2017 found a value of \$14,380,353. The Stop & Shop Supermarket Company, LLC, as the building's sole tenant with an obligation by lease to pay real estate taxes, brought the assessment appeal.

If the Board chooses not to approve the settlement, the Town would need to commission an independent appraisal and retain the services of an expert appraiser as a witness for the trial. The appeal would be scheduled for trial, likely in the summer of 2019.

The lead staff members that worked on this case were our Town Attorney and Town Assessor. Both will be available for the meeting to answer questions you may have. Staff recommends proceeding with the stipulation for judgment as presented.
6. **Financial Impact:**
The proposed assessment change for 498 Bushy Hill Road would reduce the estimated market value from \$14,380,353 to \$12,850,000 and the corresponding assessment from \$10,066,250 to \$8,995,000. The reduced assessment would result in a \$39,015 decrease in taxes for the current year. Because this would occur before the second installment of taxes is due, the reduction will simply reduce the amount of the second installment received.

7. Description of Documents Included with Submission:

- a) Memo from David Gardner re: Settlement of Stop & Shop Assessment Appeal, dated November 5, 2018
- b) Joint Stipulation for Judgement, dated November 1, 2018

November 5, 2018

To: Maria E. Capriola, MPA, Town Manager

From: David M. Gardner, Assessor

Re: Settlement of The Stop & Shop Supermarket Company, LLC (Simsbury Commons North E A LLC) Appeal

<u>Appellant/Owner</u>	<u>Property</u>	<u>2017 Market Value</u>	<u>2017 Assessment (AV)</u>	<u>Agreed Value</u>	<u>Revised AV</u>	<u>Assessment Change</u>
The Stop & Shop Supermarket Company, LLC/Simsbury Commons North E A, LLC	498 Bushy Hill Road	14,380,353	10,066,250	12,850,000	8,995,000	-1,07,1250

The subject property, 498 Bushy Hill Road, is the northerly parcel of the Simsbury Commons center. It consists of a supermarket building constructed in 1993 with a building area of 64,948 +/- square feet on 9 +/- acres. The Stop & Shop Supermarket Company, LLC, as the building's sole tenant, obligated by the lease to pay real estate taxes, brought the appeal.

The revaluation found a value of \$14,380,353 as of October 1, 2017.

The proposed assessment change for 498 Bushy Hill Road would reduce the estimated market value from \$ 14,380,353 to \$12,850,000 and the corresponding assessment from 10,066,250 to 8,995,000. The assessment reduction would result in a decreased town tax in the current year of \$ \$39,015. Because this is occurring before the second installment of tax is due, the reduction will simply reduce the amount of the second installment.

DOCKET NO. HHB-CV-18-6044664-S

THE STOP & SHOP SUPERMARKET
COMPANY, LLC

: SUPERIOR COURT

V.

: JUDICIAL DISTRICT OF NEW BRITAIN

TOWN OF SIMSBURY

: NOVEMBER 1, 2018

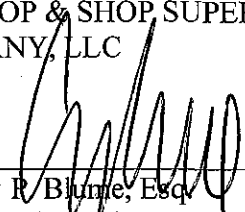
MOTION FOR JUDGMENT

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


PLAINTIFF,
THE STOP & SHOP SUPERMARKET
COMPANY, LLC

DEFENDANT,
TOWN OF SIMSBURY

BY


Amy R. Blume, Esq.
Bershtein, Volpe & McKeon
900 Chapel Street, 11th Floor
New Haven, CT 06510
Tel. (203) 777-5800
Juris 412124

BY


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

CERTIFICATION

This is to certify that a copy of the foregoing was mailed or electronically delivered on November __, 2018 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served.

Amy P. Blume, Esq.
Bershtein, Volpe & McKeon
900 Chapel Street, 11th Floor
New Haven, CT 06510
apb@bvmlaw.com

ROBERT M. DECRESCENZO, ESQ.

DOCKET NO. HHB-CV-18-6044664-S

THE STOP & SHOP SUPERMARKET
COMPANY, LLC

: SUPERIOR COURT

V.

: JUDICIAL DISTRICT OF NEW BRITAIN

TOWN OF SIMSBURY

:

NOVEMBER 1, 2018

JOINT STIPULATION FOR JUDGMENT

Plaintiff, The Stop & Shop Supermarket Company, LLC , and Defendant, the Town of Simsbury hereby stipulate and agree that judgment may enter in the above-entitled case in accordance with the following:

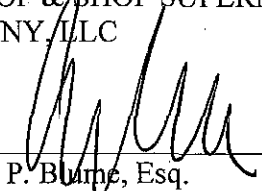
1. The Defendant, the Town of Simsbury agrees to reduce the true and actual value of the Plaintiff's real estate known as 498 Bushy Hill Road, Simsbury, Connecticut, Parcel ID B20 508 001-B from \$14,380,353 to \$12,850,000 for the October 1, 2017 Grand List and the resulting assessment of \$10,066,250 to \$8,995,000 for the October 1, 2017 Grand List, subject to the provisions herein. Subject to the provisions of paragraph 4 of this Stipulation, the Town agrees not to increase the valuation until the next town-wide revaluation, currently scheduled for the 2022 Grand List
2. No costs shall be awarded to either party.
3. This stipulation is entered into for purposes of settling and compromising disputed claims and does not constitute or operate as an acknowledgement or admission of liability by either party.

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

PLAINTIFF,
THE STOP & SHOP SUPERMARKET
COMPANY, LLC

DEFENDANT,
TOWN OF SIMSBURY

BY



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CERTIFICATION

This is to certify that a copy of the foregoing was mailed or electronically delivered on November __, 2018 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served.

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