



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 – January 14, 2019 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- a) Simsbury 350th Committee Presentation
- b) Trail of Thanks Presentation

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

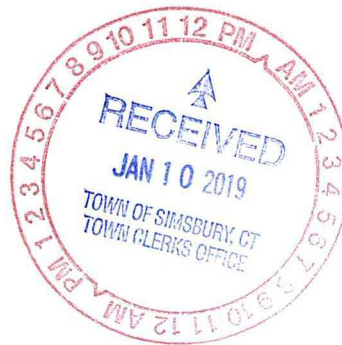
SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Donation From Garrity Asphalt Reclaiming, Inc.
- c) Proposed Revisions to Naming Rights Policy and Naming of Simsbury Public Library Program Room 2 and New Program Room
- d) Proposed Revisions to Circulation Assistant Job Description and Job Title
- e) Proposed Amendment to all Culture, Parks and Recreation Fee Schedules
- f) Old Growth Forest Network Designation for Belden Forest
- g) Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Products

APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment to Simsbury Board of Education
- b) Resignation of Lori Feldman from the Economic Development Commission

REVIEW OF MINUTES



- a) Regular Meeting of December 17, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from R. Newton, re: Try Simsbury Updated Approval Conditions, dated January 2, 2019
- b) Memo from M. Capriola, re: Golf Course Restaurant Contract Extension, dated January 3, 2019
- c) Memo from M. Capriola, re: Anticipated Budget Increases for the Farmington Valley Health District, dated January 7, 2019
- d) Memo from M. Capriola, re: Tax Abatement for Volunteer Firefighters and Ambulance Personnel, dated January 10, 2019
- e) FY17/18 Annual Report

EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Martin v. Simsbury

ADJOURN



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury 350th Committee Presentation
2. **Date of Board Meeting:** January 14, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
No formal action is needed at this time. This presentation is informational.
5. **Summary of Submission:**
This presentation will introduce the Board of Selectmen to the Committee's planned events for the 350th anniversary celebration occurring in 2020, including highlights of signature events. Steven Antonio, Chair of the Committee, will present this evening.

This Committee is made up of volunteers representing a wide array of community groups including but not limited to: Simsbury Main Street Partnership; Simsbury Chamber of Commerce; Simsbury Public Library; Simsbury Historical Society; Simsbury Board of Education; Veterans Association; Gifts of Love; Simsbury Light Opera; Simsbury Summer Theater; and Boy Scout Troop 175.
6. **Financial Impact:**
The 350th Committee is making a start-up funding request of \$35,000 to the Town to help support the planned events. While the 350th celebration will take place over two fiscal years, it is anticipated that the Committee will only request funding from the Board of Selectmen for FY19/20.
7. **Description of Documents Included with Submission:**
 - a) Simsbury 350th Committee Presentation Slides



Simsbury 350th Anniversary Celebration

Board of Selectmen Meeting, 1/14/19



Agenda

- S350 Overview
- Organizational Structure
- Simsbury Main Street Partnership, Fiscal Sponsor
- Fundraising & Sponsorship
- Signature and Complementary Events
- Request of the Town



- Celebrate Simsbury's rich history, vibrant present and exciting future with a year-long series of diverse events
- Create multiple opportunities for our community to come together and celebrate our town
- Introduce signature events that may continue into the future



Organizational Structure

Executive Committee

Provides leadership, direction and support to the project and its subcommittees, determine priorities, guidelines and high-level plans

Steering Committee

Works in partnership with the executive committee to set direction and support plan execution

Community Outreach

Liaison with community groups and stakeholders

Marketing & Communication

Develops branding, coordinates press and drives plans

Finance

Provides financial oversight, budgeting, fundraising and treasury

350 Events Committees

Focus on planning and execution for signature and complementary events

At-Large /Ad Hoc Team Members

Participants, volunteers and stakeholders with varied, as-needed or by-request responsibilities

- Simsbury Main Street Partnership
- Simsbury Chamber of Commerce
- Simsbury Historical Society
- Simsbury Public Library
- Simsbury Public Schools
- Boy Scout Troup 175
- Simsbury Theater Guild
- Simsbury Light Opera Company
- VFW Post 1926 and American Legion Post 84
- Gifts of Love and the Community Farm
- Simsbury Land Trust
- Simsbury High Crew
- Tariffville Village Association
- Farmington Valley Watershed Association...plus many, many more!



SMSP Oversight

- Fiscal Sponsor: Simsbury Main Street Partnership, Inc.
- Prior fiscal sponsorship: Defibrillators, sidewalk bricks, Veteran's Memorial, Simsbury Celebrates grant
- Independent banking and financials



Fundraising & Sponsorship

- Dedicated committee
- Drafting sponsorship package
- Grants and gifts



Signature Events

- Kick-off: Opening Ceremony, Tuesday, 5/12/2020
- Conclusion: Grand Ball, Saturday, 11/7/2020
- Signature 350th Celebration Events
 1. Memorial Day Weekend Antique Show & Sale
 2. River Day
 3. Country Fair
 4. Oktoberfest
 5. Grand Ball
- Many complementary events and activities

Event	Date	Location	Chair(s)
Memorial Day Weekend Antique Show	5/23-24	PAC	Joe Buda

- Two-day antique show and sale
- Historical demonstrations and exhibits
- Food and beverage offerings
- Budget items: Marketing and promotion, historical program costs

Event	Date	Location	Chair(s)
River Day	6/27	Varied	Kris Barnett

- Celebration of Simsbury’s long-standing relationship to the Farmington River
- Multiple activities at riverside locations throughout Simsbury with broad appeal and opportunity for many different ways of participation
- Highlights: “Huck Finn” River Float race, kayak/canoe rentals, tubing, food trucks, guided hikes and interactive Native American stations
- Budget items include: insurance, fees, signage/promotion, sanitation, security/traffic control

Event	Date	Location	Chair(s)
Country Fair	8/28-30	PAC	Wendy Walsh

- Traditional country fair, complete with midway rides, inflatables, amusements, food vendors, games of chance, contests, music, agriculture, local business and fireworks
- Think “mini-Goshen Fair”
- Include Simsbury 350th booth with time capsule display, birthday cake
- Incorporate ideas from the past, present and future
- Multi-generational appeal for local residents and surrounding communities

Event	Date	Location	Chair(s)
Oktoberfest	10/10	PAC	Steven Antonio

- Celebration of local craft breweries as well as notable regional brewers
- Under-21 specialty beverages also available
- Traditional German fare
- Live entertainment
- Pizza Contest
- Buffalo Wings Contest
- This event to be self-funded through ticket revenue and sponsorships



Signature Events

Event	Date	Location	Chair(s)
Grand Ball	11/7	Riverview	Polly Rice

- Big Finale: Formal conclusion of the 350th celebration. Grand ball with dinner, dancing, video presentation, more!
- Live band, elegant food and beverage service
- Sponsor/partner recognition
- Photo montage
- Budget items: Venue and entertainment costs, marketing and promotion, other program costs



Signature & Complementary Events

May	June	July
5/1: Triathlon 5/12: Opening Ceremony 5/16-17: Colonial Weekend 5/16-17: Equality Exhibit 5/17: Beard Contest 5/20: SHS Music Program 5/24: Grange BBQ Dinner 5/24: Antique Show 5/25: Memorial Day Parade 5/??: Public Art Trail Opens	6/5: Tootin' Hills Duck Race 6/8-12: Student Art Display 6/10: Burgers on the Bridge 6/13-14: Flower Carpet 6/22: Town Birthday Party 6/27: River Day 6/??: SPL Story Walk 6/??: Simsbury's Got Talent	7/4: Ice Cream Social 7/6-12: Restaurant Week 7/12: Classic Car Show
August	September	October
8/x: Summer Youth Theater 8/27: Taste in Simsbury 8/28-30: Country Fair	9/12: Farm-to-Table Dinner 9/19-20: Arts Fair 9/20: Simsbury Fly-In 9/??: Public Art Trail Closes	10/10: Oktoberfest 10/24: Cemetery Play 10/25: Chili Challenge
November	11/7: Conclusion – Grand Ball	

- Financial Support
 - Request for start-up funds of \$35,000

- Facilitation of Venue
 - Seeking use of Simsbury Meadows PAC at no cost or restriction

- Staff Liaison
 - Request for named liaison to work with Simsbury 350th Celebration

- Insurance Coverage
 - Town insurance to cover signature events



Next Steps

- BoS liaison to keep board informed
- Confirmation of PAC availability for planned dates
- Chairs assembling committees and seeking volunteers, planning underway
- Reservations, vendor engagements and deposits
- Simsbury350.com



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Trail of Thanks Presentation
2. **Date of Board Meeting:** January 14, 2019
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:**
No formal action is needed tonight. This presentation is informational. Staff is seeking feedback from the Board regarding your level of interest in this project should the Simsbury Historical Society be able to proceed further.
5. **Summary of Submission:**
The Trail of Thanks is a historically themed outdoor public attraction commemorating 10,000 years of human existence in Simsbury. The Trail will feature approximately five stops in Simsbury, three of which are proposed to be located in Town parks. Each stop will have a display kiosk and feature a sculpture or monument. There will be an emphasis on Native American history in our area. The Historical Society proposes to oversee all design, construction, promotion and future maintenance of the Trail stops. This Trail would be the first of its kind in the country and will be a model for other potential sites nationwide. Joe Buda with the Historical Society will be presenting this evening.

The Historical Society presented this concept to the Culture, Parks and Recreation Commission at their December 6, 2018 meeting and received a favorable endorsement, including the use of Town park land for the structures. Key town staff and First Selectman Wellman met with Trail of Thanks organizers on several occasions during the late summer and fall to discuss matters such as permitting, site challenges, and the process to move their potential project to the Board of Selectmen.

At least two of the proposed locations on Town property will require wetlands and/or floodplain review and permitting; since the Town is the owner of the land, we will need to be the applicant for those permitting processes. Staff has shared these site challenges with Trail of Thanks organizers; the site with floodplain issues is of most concern and presents the greatest challenges for implementation. Staff will continue to work with the Trail of Thanks organizers on these concerns. We will also need to be the applicant for building and zoning permits associated with structures located on our land. Before the Historical Society could proceed with construction on our land, they would need formal authorization from the Town to proceed.

Structures on Town land would become Town assets. If the Board ultimately supports the project you would need to be willing to accept those assets. I recommend that this would best be handled through a donor agreement.

6. Financial Impact:

The Simsbury Historical Society will secure funding from the Hartford Foundation for Public Giving for design, construction, promotion and maintenance of the kiosks and monuments/sculptures. I recommend that commitments from the Historical Society for direct and indirect future maintenance support be structured into the donor agreement.

As a result of these new attractions, there will be increased visitation to Town parks possibly resulting in some minimal increase in maintenance costs. Mowing and trimming around the structures will take additional time and will alter practices in these locations.

Town businesses would hopefully benefit from visiting eco-tourists supporting the local economy.

7. Description of Documents Included with Submission:

- a) Trail of Thanks Presentation Slides
- b) Pictures of Proposed Site Locations in Town Parks

Trail of Thanks

(Was: Trail10K/Thanksgiving Trail)

Overview

Joe Buda,
President, Simsbury Historical Society

January 14, 2019

Trail of Thanks

Overview

What is Trail of Thanks?

Outdoor public attraction designed as an historically themed driving/biking trail

Purpose?

Highlight Simsbury's ancient history

- Over 10,000 years human habitation
- Each stop has: display kiosk & sculpture/monument
 - Native American history emphasized
- All stops handicap accessible in beautiful parklike settings

Trail of Thanks

Proposed Locations

Stop 1: Simsbury Historical Society

Stop 2: Town Forest Park

Stop 3: Apple Barn area, Simsbury Farms

Stop 4: Tariffville Park

Stop 5: Talcott Mountain State Park

Trail of Thanks

Benefits to the Town of Simsbury

- Increase visitation & attention to public parks
- Enhance reputation by being first *Trail of Thanks* site
- Increase tourism to support local businesses
- Help celebrate 350th anniversary in 2020
- Teach local appreciation of natural environment & 10,000 years of human habitation in Simsbury

Trail of Thanks

Responsibilities:

Simsbury Historical Society oversee Trail of Thanks

- Designing, construction, & promotion of all stops
- Securing Town permits & approval
- Overseeing participation of local partner organizations
- Continued maintenance & promotion
- Coordinating future *Trail of Thanks* sites & organizational partners in the Americas

Trail of Thanks

Official Trail of Thanks Partners

- Simsbury Historical Society
 - Overseer & holder of rights
- Institute for American Indian Studies
 - Neutral to all Native American tribes
- East Coast Greenway Alliance
 - Started working on Tribal map along 3,000 mile pathway
- Others?

Trail of Thanks

Proposed Stops & Timetable

Stop 1

Simsbury Historical Society

- Theme: Homelands
- Implementation: March- June, 2019
- Structure: Native American wigwam display
- Beginning of tour & pilot for designing other stops
- Exhibits
 - Simsbury stone artifacts
 - Rotating American Indian exhibits

Proposed Wigwam Location: Between Fuse Building & Hendricks' Cottage

Trail of Thanks

Proposed Stops & Timetable

Stop 1: Simsbury Historical Society



Trail of Thanks

Proposed Stops & Timetable

Stop 2: **Town Forest Park**

- Theme: Mobility
- Implementation: April, 2019
- Proposed Sculpture: Human figures walking along trail
 - Visitors can mingle with silhouettes & take photos
- Significance:
 - Park's trail was likely for thousands of years to be a regional travel & trade route to Albany, NY area & points westward
 - Became railroad track in 1800's
 - Now hike & bike trail.

Proposed Location: Along tree line just before bridge

Trail of Thanks

Proposed Stop 2: **Town Forest Park**

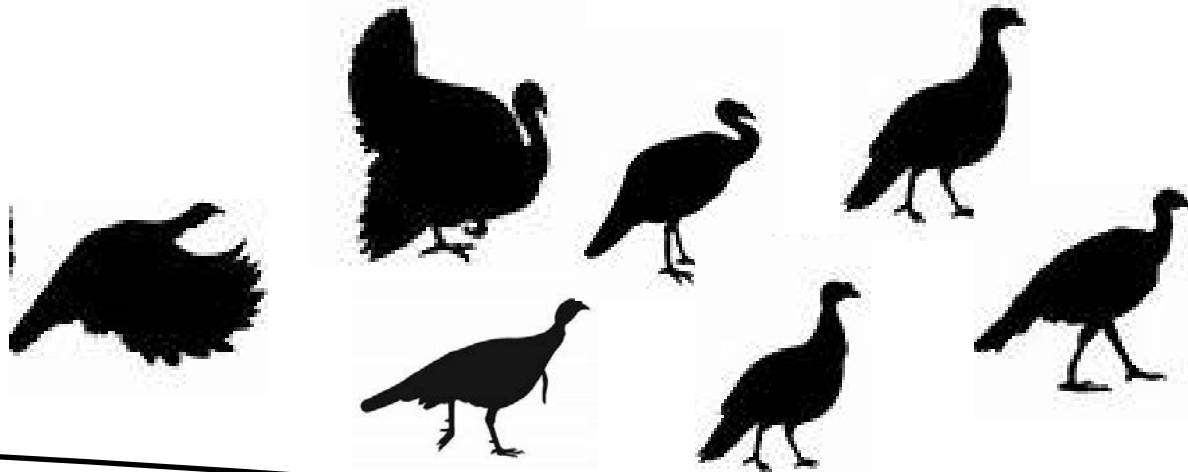
Silhouettes figures of early residents walking along trail



Trail of Thanks

Proposed Stop 2: **Town Forest Park**

Turkey silhouettes along edge of Forest



Trail of Thanks

Proposed Stops & Timetable: Stop 3

Apple Barn area, Simsbury Farms

- Theme: Community
- Implementation: May, 2019
- Proposed Sculpture: Calendar Sculpture
- Significance:
 - New research has shown that Native Americans in the Northeast used calendar stones to tell the date much like in other parts of the Neolithic world such as at Stonehenge or the Mayan Temples in Mexico.
 - Recently discovered Eagleman Rock on Town property might be one such stone.

Proposed Location: Right of parking lot. Near hill

Trail of Thanks

Proposed Stop 3

Simsbury Farms: Apple Barn area



Grooved Standing Stone during Winter Solstice Sunset (Deep River CT, photo by Alison Guinness)

Trail of Thanks

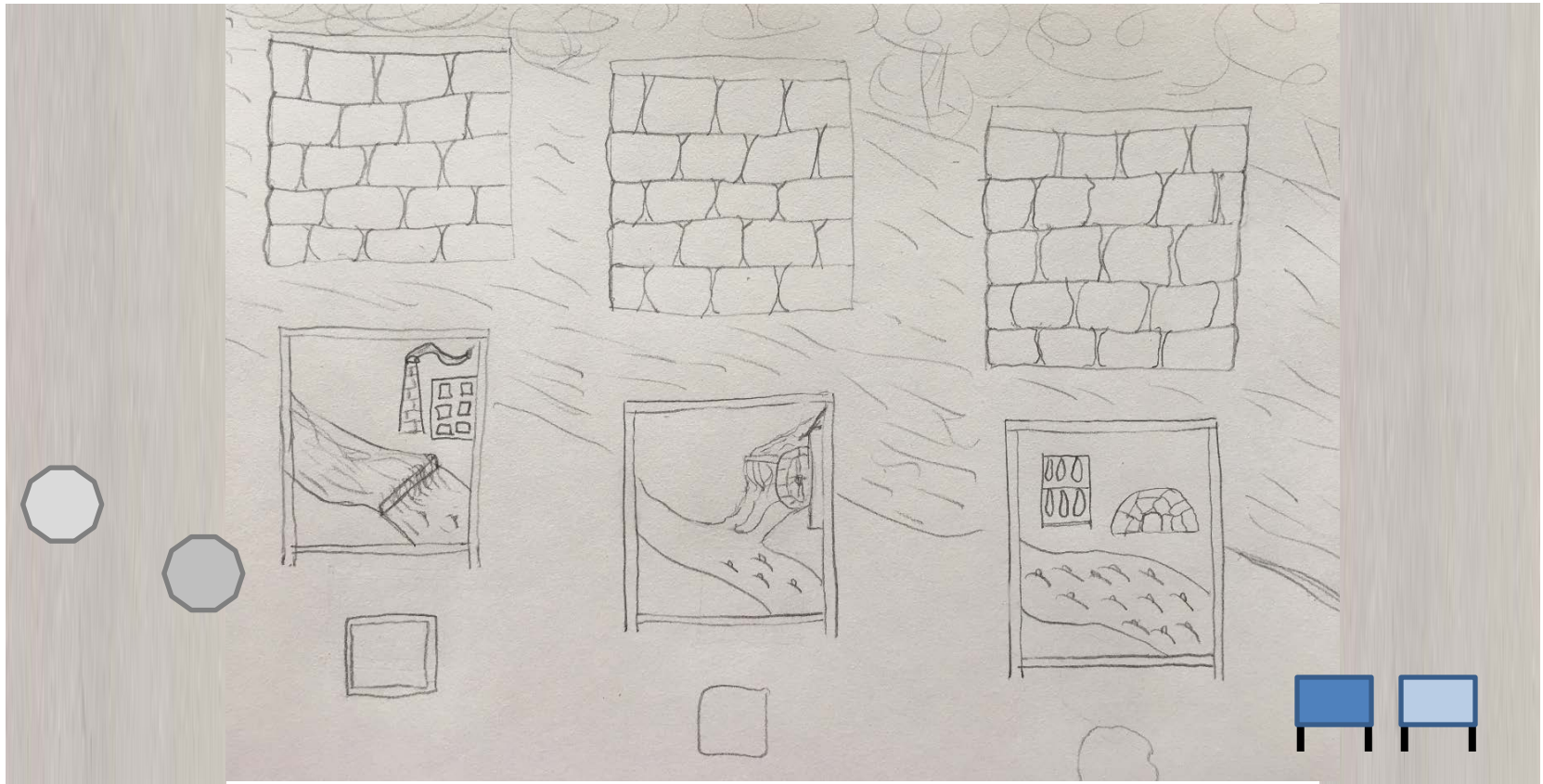
Proposed Stops & Timetable: Stop 4

Tariffville Park

- Theme: Sustenance
- Implementation: September, 2019
- Proposed Sculpture: Salmon running upstream through the ages
- Significance:
 - Archeological research has shown that Tariffville's Gorge may have been somewhat unique for the area.
 - Migratory fish like salmon & sturgeon were extraordinarily plentiful here & may have attracted regional gatherings during the Spring run.

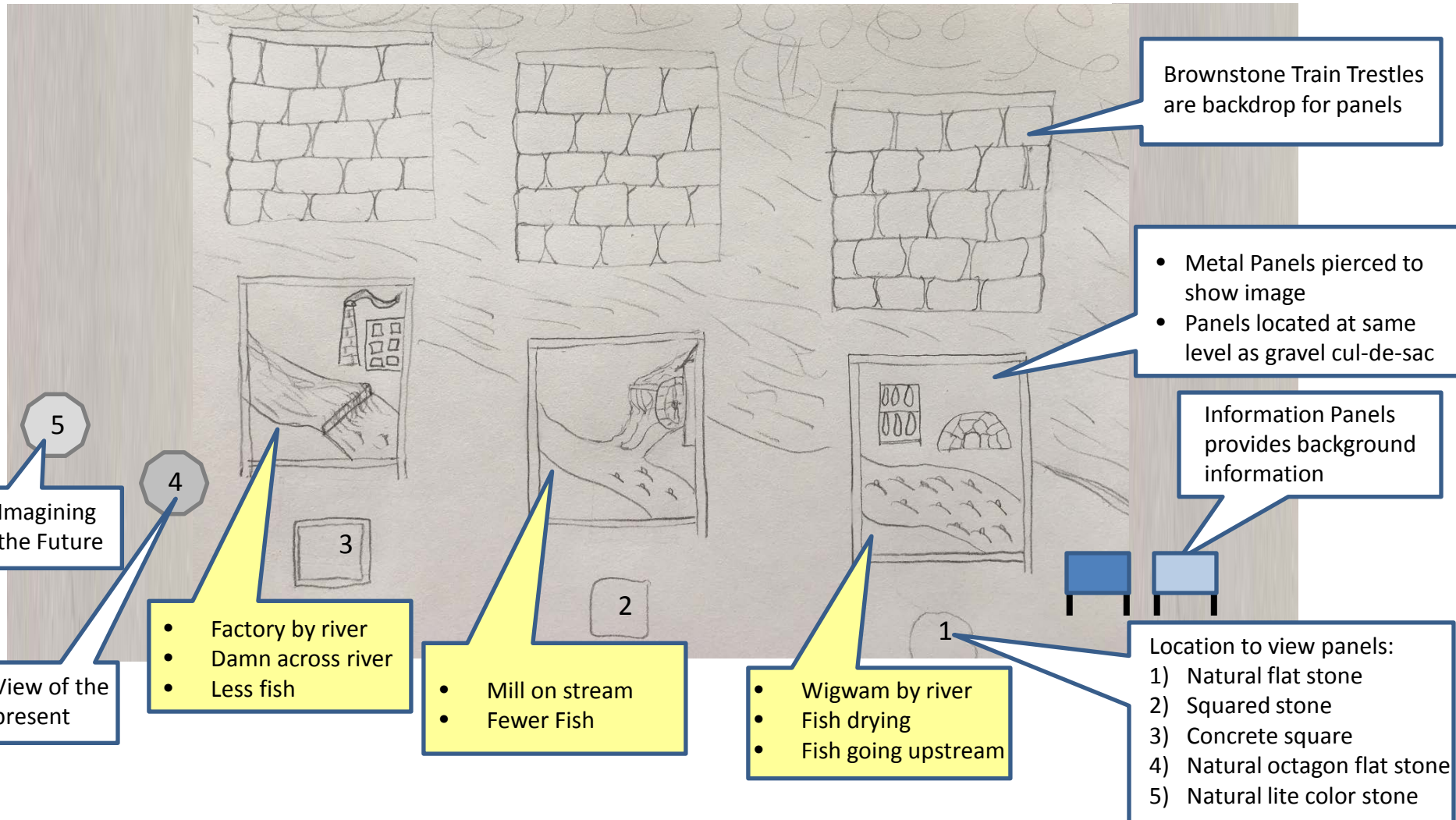
Trail of Thanks

Proposed Stop 4: **Tariffville Park**



Trail of Thanks

Proposed Stop 4: Tariffville Park



Trail of Thanks

Proposed Stops 5:

Talcott Mountain State Park

- Theme: Civilization
- Proposed Sculpture: TBD
- 100 years from now: Will civilization have changed significantly?

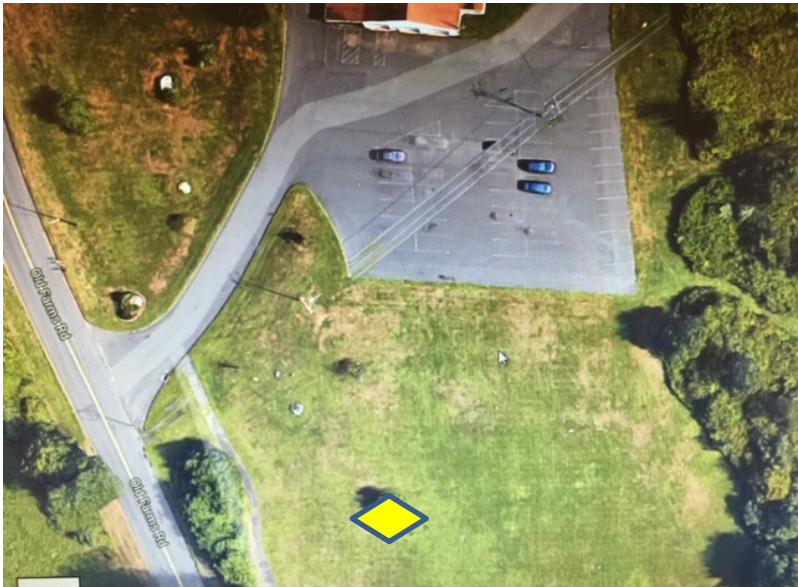
Trail of Thanks

Proposed Next Steps

- Town approval process
- Design wooden prototypes & information panels
- Place wooden prototypes in proposed locations
- Review prototypes with town officials
- Build monuments/sculptures & information panels
- Place monuments/sculptures in proposed locations

Questions?

Apple Barn Suggested Location



Town Forest Park Suggested Location



Tariffville Park Suggested Location





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** January 14, 2019
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 January 14, 2019 to approve the presented tax refunds in the amount of \$8,923.48, 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 \$8,923.48. The attachment dated January 14, 2019 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated January 14, 2019

REQUESTED TAX REFUNDS
JANUARY 14, 2019

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
Falzarano Court Reporters	16-02-40277	\$88.92		\$88.92
CAB East LLC	16-03-52450	\$321.25		\$321.25
CAB East LLC	16-03-52452	\$95.88		\$95.88
CAB East LLC	16-03-52475	\$419.12		\$419.12
Financial Ser Veh Trust	16-03-56047	\$220.16		\$220.16
Financial Ser Veh Trust	16-03-56079	\$175.80		\$175.80
USB Leasing LT	16-03-69418	\$246.39		\$246.39
VW Credit Leasing Ltd	16-03-69847	\$55.33		\$55.33
VW Credit Leasing Ltd	16-03-69876	\$45.41		\$45.41
VW Credit Leasing LTD	16-03-69917	\$113.37		\$113.37
CAB East LLC	16-04-83790	\$237.96		\$237.96
Total 2016		\$2,019.59	\$0.00	\$2,019.59
List 2017				
Tariffville Properties GRC LLC	17-01-2046	\$52.86		\$52.86
Friedman Elizabeth	17-01-2678	\$20.00		\$20.00
Marra Karen L	17-01-4940	\$268.94		\$268.94
Wells Fargo (Staskiewicz)	17-01-7755	\$206.63		\$206.63
Corelogic (Wood, Joseph)	17-01-8748	\$2,365.30		\$2,365.30
Litsky Eric	17-02-40467	\$90.97		\$90.97
Anderson William S	17-03-50473	\$29.98		\$29.98
Atasoy Meral	17-03-50719	\$50.55		\$50.55
Financial Ser Veh Trust	17-03-55973	\$397.92		\$397.92
Financial Ser Veh Trust	17-03-55977	\$644.23		\$644.23
Financial Ser Veh Trust	17-03-55982	\$693.51		\$693.51
Financial Ser Veh Trust	17-03-56009	\$306.55		\$306.55
Financial Ser Veh Trust	17-03-56022	\$196.34		\$196.34
Financial Ser Veh Trust	17-03-56028	\$51.46		\$51.46
Financial Ser Veh Trust	17-03-56035	\$393.30		\$393.30
JP Morgan Chase	17-03-59452	\$443.24		\$443.24
Parent Jeanpierre	17-03-64500	\$57.96		\$57.96
Rosenberg Ronald	17-03-66208	\$47.60		\$47.60
Rosenfeld Jerry	17-03-66214	\$6.26		\$6.26
Rothmann Bonita	17-03-66278	\$24.70		\$24.70
Ryan Michael P	17-03-66449	\$70.95		\$70.95
VW Credit Leasing Ltd	17-03-69960	\$484.64		\$484.64
Total 2017		\$6,903.89	\$0.00	\$6,903.89
TOTAL 2016		\$2,019.59	\$0.00	\$2,019.59
TOTAL 2017		\$6,903.89	\$0.00	\$6,903.89
TOTAL ALL YEARS		\$8,923.48	\$0.00	\$8,923.48



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Donation from Garrity Asphalt Reclaiming, Inc.
2. **Date of Board Meeting:** January 14, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community & Social Services *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the donation from Garrity Asphalt Reclaiming, Inc., the following motion is in order:

Move, effective January 14, 2019 to accept a donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$5,000 for the purpose of supporting Simsbury Community and Social Services Department programs that assist residents in need.

5. **Summary of Submission:**
Garrity Asphalt Reclaiming, Inc. has provided a financial donation in the amount of \$5,000 to the Community and Social Services Department. The donation will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need.

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 Garrity Asphalt Reclaiming, Inc.

6. **Financial Impact:**
The \$5,000 donation from Garrity Asphalt Reclaiming, Inc. will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need. The funds would be deposited into a Social Services special revenue fund used for this purpose.

7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Revisions to Naming Rights Policy and Naming of Simsbury Public Library Program Room 2 and New Program Room
- Date of Board Meeting:** January 14, 2019
- Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Lisa Karim, Library Director
Maria E. Capriola
- Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed revisions to the Naming Rights Policy, the following motion is in order:

Move, effective January 14, 2019 to revise the Naming Rights Policy as presented.

If the Board of Selectmen supports the naming recommendations from the Library Board of Trustees, the following motion is in order:

Move, effective January 14, 2019, to approve naming Library Program Room 2 the Weatogue Room and naming the new Program Room, anticipated to be completed in May 2019, the Tariffville Room.

- Summary of Submission:**
Pursuant to the Town of Simsbury's Naming Rights Policy revised May 12, 2014, the Library is submitting an application to name Program Room 2 the Weatogue Room and the new Program Room, currently under construction with an anticipated completion date of May 2019, the Tariffville Room.

The Library Board voted unanimously at their December 10, 2018 meeting to endorse naming these two rooms the Weatogue and Tariffville Rooms in recognition of the significance of these two special villages as part of the greater Town of Simsbury.

Due to the change in the form of government, I am recommending housekeeping revisions to the "Procedure" and "Monetary Valuation of Naming Rights" sections of the Naming Rights Policy. I am also recommending that the Board of Selectmen have the option to accept a proposal without referring the matter to a Naming Rights Committee. I believe a comprehensive review of the full Policy should be conducted at a later date.

Since the new Program Room is renovated space, and not "construction of a new facility," I do not believe that the naming of this space would trigger a public hearing under the Policy.

6. Financial Impact:

The Friends of the Simsbury Public Library Program Room sign cost approximately \$1,500. Two similar signs would be purchased for the Weatogue and Tariffville rooms at an anticipated cost of \$2,250. The Weatogue Room sign will be paid for through the Library's operating budget. The Tariffville Room sign will be paid for through the lower level improvement CT State Library Construction Grant.

7. Description of Documents Included with Submission:

- a) Proposed Revisions to Naming Rights Policy, adopted May 12, 2014
- b) Memo from L. Karim, re: Library Naming Rights Proposal, dated January 7, 2019
- c) Completed Proposal for Naming a Town Facility Form, with Proposal for Naming of a Town Facility Attachment
- d) Photo of Current Friends of the Simsbury Public Library Program Room Signage



Town of Simsbury

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TOWN OF SIMSBURY NAMING RIGHTS POLICY

Adopted by the Simsbury Board of Selectmen on August 12, 2013

Revised Date: May 12, 2014

Revised Date: January XX, 2019

I. Purpose

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights for Simsbury Town-owned facilities. The Naming Rights Policy recognizes that the naming of publically owned facilities is a legislative act. As such, this policy applies to all Town owned real property.

II. Effective Date

This policy shall remain in effect until revised or rescinded and replaces the revised policy dated May 12, 2014. The Town reserves the right to amend this policy as necessary.

III. Naming Rights Defined

There are two circumstances in which "Naming Rights" may be granted. In each case, Naming Rights shall be established through a specific written agreement about the nature of the naming right. Such Agreement shall be negotiated between the parties or their representatives. Any such agreement shall be governed by the provisions of this policy.

A. Naming Rights in Consideration

"Naming Rights in Consideration" is in consideration of a significant financial contribution, sponsorship or other commercial transaction wherein the Town receives a monetary gain in exchange for the naming of a Town facility.

Naming Rights in Consideration may be granted by the Town in consideration of financial contribution made to the Town normally in the form of a cash gift. Naming Rights in Consideration may also be granted in return for provision to the Town of an appropriate sponsorship, including a grant of money or the provision or supply of equipment, materials, land or services. Naming Rights in Consideration may be granted at the sole discretion of the Town by majority vote of the Board of Selectmen after a finding that the naming rights are consistent with this policy and in the best interests of the Town.

B. Naming Rights in Recognition

“Naming Rights in Recognition” is the naming of a Town facility, building or portion thereof in recognition of a significant contribution to the Town. The recognized contribution can be in the form of financial or other gift from a donor unrelated to the award of the naming right, or meritorious service, and is at the discretion of the Town in agreement with the party or their representatives. Naming Rights in Recognition may be granted at the sole discretion of the Town by majority vote of the Board of Selectmen after a finding that the naming rights are consistent with this policy and in the best interests of the Town, and subject to the agreement of the party or the party’s representative, except as provided in Section 3 below governing the naming of Board of Education facilities.

One of the following three criteria shall be fulfilled in order for the granting of Naming Rights in Recognition to be considered:

- a) Recognition of historical significance and/or outstanding service to the Town, State of Connecticut or the United States of America while serving in a community service, public office, historic significance, or administrative capacity or other form of outstanding service to the community as determined by the Board of Selectmen;
- b) Recognition of the career or professional achievements of distinguished alumni of the Simsbury Public Schools or for distinguished service in the United States Military;
- c) Recognition of a generous financial or other contribution from a donor (in the form of a donation, bequest, sponsorship etc.), such contribution being voluntary and not rendered in consideration of the granting of naming rights.

The Town may solicit suitable monetary donations from the advocates of such recognition, particularly if the request comes from other than a family member.

C. Board of Education Facilities

Proposals for the naming of Town property occupied and/or used by the Board of Education shall be referred to the Board of Education. The Board of Education shall have the authority to establish its own policy with respect to the naming of Town property occupied and/or used by the Board of Education, provided that the Board of Education policy includes a public hearing requirement prior to any final decision with respect to the naming of such property.

D. Procedure

Proposals for the naming of a Town facility shall be directed to the ~~First Selectman~~ Town Manager on ~~a the prescribed~~ form ~~prescribed by the Board of Selectmen~~. After an administrative review for the completeness of the request, the ~~First Selectman~~ Town Manager or her/his designee shall transmit the proposal to the Board of Selectmen. The Board may then take one of ~~two~~ three actions: (a) accept

the proposal; (b) reject the proposal; or (b c) refer the proposal to a naming rights committee appointed by the Board of Selectmen. The naming rights committee shall consist of at least two members of the Board of Selectmen; other stakeholders may be appointed to the Committee as deemed necessary by the Board. If the proposal is referred to a naming rights committee, that committee shall, after review, make its recommendation to the Board of Selectmen. Such recommendation may include: (a) rejection of the proposal; (b) acceptance of the proposal; or (c) request a call for additional proposals from the public. In the event that a name is proposed for a newly constructed facility, the Board of Selectmen shall request a call for additional proposals from the public. The Board of Selectmen shall hold a public hearing prior to taking final action on a properly submitted proposal. Notice of the public hearing shall be provided in a manner consistent with Section 404 – “Public hearing on and publication of ordinances.” Notice shall also be provided on the Town website and sent via the Town’s electronic distribution list.

IV. Granting Naming Rights

In granting naming rights, either in consideration or in recognition, due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of public buildings and spaces play in contributing to the Town’s sense of identity.

The granting of Naming Rights shall always be consistent with the Town’s vision and mission as defined by the Board of Selectmen. The long-term effects of the Naming Rights shall be considered in all decisions. The Town agency affected by the naming right to be granted may be consulted before any decision is made. Each granting of Naming Rights shall be memorialized by an agreement as defined by this and all other applicable Town policies.

A. Facilities for Which Naming Rights May Be Awarded

The term “facilities” as used in the Policy shall apply to the following:

- Town Owned Buildings – provided that the interior features of a Town owned building may be named separately from the main building subject to the criteria and procedures set forth in this policy
- Auditoriums/Theaters
- Gymnasiums
- Libraries
- Gardens/Walks
- Streets
- Athletic Fields/Facilities
- Concessions/Locker Rooms
- Paths or trails

For the purposes of this policy, the term “facilities” shall not apply to such minor items as benches, trees, refuse cans, flagpoles, water fountains or similar items.

B. Delegation of Approval Authority

The Simsbury Board of Selectmen is the body that grants Naming Rights except as provided in Section III.C above. This authority may not be delegated.

C. Informed Consent

Except in the case of historical figures, the Town shall not grant a Naming Right without the informed written consent of the named party or the named party’s legal representative.

D. Monetary Valuation of Naming Rights

Monetary valuations may be assigned to Naming Rights possibilities on a case-by-case basis to aid with making decisions about granting Naming Rights. The ~~First Selectman~~ **Town Manager** shall determine the monetary valuation of each Naming Right after receiving a recommendation from the Town Finance Director, who may take advice from such persons or other professionals as needed and transmit it to the Board of Selectmen. Each case should take into account market comparisons for Naming Rights. As appropriate, the Town may seek professional valuation services for the valuation of the naming rights.

E. Duration of Naming Rights

The duration of Naming Rights shall be decided or negotiated on a case-by-case basis.

F. Physical Display of Naming Rights

The physical display of the Naming Rights shall be decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the Naming Rights will take into account the identification of the Town and opportunities offered by the named building for the Town.

In cases of Naming Rights in Recognition, plaques or tablets may be installed in the building in recognition of a distinguished member of the Town community whose services were identified with the functions of those buildings.

V. Other Matters

A. Transferability

Named Rights may be transferred upon written approval of the Board of Selectmen.

B. Renewability

Naming Rights that have expired may be renewed by mutual agreement between all the parties.

C. Limit on Naming Rights

a) On the part of the Town

The Town's right to use the name and other brand elements of the Named Party shall only be permitted by express agreement with the Named Party

b) On the part of the Named Party

The Named Party after whom a building or part of a building is named shall have no rights to the purpose to which that building or part of the building is applied unless provided for in the specific contract between the parties. The Town will not agree to any condition in a contract that could unnecessarily limit the following: progress towards the Town's mission and purpose, statutory obligations, or the local authority of the Simsbury Board of Education.

In turn, the Named Party shall bear no liability in respect of that building or part of a building unless any such limits must be included in the Naming Rights agreement.

D. Early Termination of Naming Rights

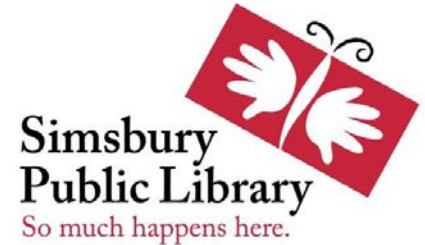
In the event that this policy or any specific contract entered into in accordance with this policy is breached, the parties may terminate a Naming Rights agreement in advance of the scheduled date. A Naming Rights agreement may also be terminated under the following conditions:

a) Termination by the Town

The Town reserves the right, at its sole discretion, to terminate Naming Rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the Town being brought into disrepute.

b) Termination by the Named Party

The Named Party may without refund of consideration at its sole discretion, terminate its acceptance of the Naming Rights prior to the scheduled termination date, in the event that the Town directly brings the Named Party into disrepute.



To: Maria Capriola, Town Manager
From: Lisa Karim, Library Director
Re: Library Naming Rights Proposal
Date: January 7, 2019

Per the Town of Simsbury Board of Selectmen Naming Rights Policy, the Library is submitting an application to name Program Room 2 the Weatogue Room and the new Program Room, currently under construction with a completion date of May 2019, the Tariffville Room.

Consistent with the Naming Rights Policy, the Library Board voted unanimously at their meeting December 10, 2018, to pursue naming of Program Room 2 and the new Program Room more descriptively and endorsed the naming of these two rooms the Weatogue and Tariffville Rooms in recognition of the significance of these two districts as part of the greater Town of Simsbury.

Therefore, I'm submitting to you the completed Proposal for Naming of a Town Facility, the Policy's requested Statement in Support of the Proposal, as well as a photograph of the sign of the current Friends of the Simsbury Public Library Room to indicate the type of material and fonts to be used in the signs for the rooms we wish to name.

It's my understanding, per the Naming Rights Policy, this request must first be approved by you and then may be approved by the Board of Selectmen or referred by them to a Naming Rights Committee which the Board of Selectmen would appoint.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Proposal for Naming of Town Facility

The policies and procedures for the naming of a Town Facility are set forth in the Town of Simsbury Board of Selectmen Naming Rights Policy (the "Policy") which was adopted in 2013. Proposals for the naming of a Town Facility must be prepared in compliance with the Policy. Please complete the questions below and submit your proposal to the First Selectman. After an administrative review for the completeness of the proposal, your proposal will be forwarded to the Board of Selectmen for consideration in accordance with the terms and conditions of the Policy.

Please note that the naming of a Town Facility, other than a Town Facility occupied and/or used by the Board of Education, is at the sole discretion of the Board of Selectmen, is subject to the terms and conditions of the Policy and is conditioned upon execution of an Agreement between the Town of Simsbury and the person honored by the naming of the Town Facility (or his/her representatives). Proposals applicable to Town Facilities occupied and/or used by the Board of Education will be forwarded to the Board of Education for its consideration in accordance with its policies and procedures.

1. Who is submitting the proposal?

Name: **Lisa Karim, Library Director on behalf of the Library Board of Trustees**

Address: **725 Hopmeadow St**

Simsbury, CT 06070

Telephone: **860-658-7663 ext 2103**

e-mail: **lkarim@simsburylibrary.info**

2. What Town Facility do you wish to name? (See, Section B.1 of the Policy; Note that a monetary valuation of the naming rights may be required pursuant to Section B.4 of the Policy.)

Simsbury Public Library Program Room 2

Simsbury Public Library New Program Room to be available May 2019

3. What name are you proposing for the Town Facility identified above?

Program Room 2 – Weatogue Room

Telephone (860) 658-3200

Facsimile (860) 658-9467

www.simsbury-ct.gov

An Equal Opportunity Employer

8:30 - 7:00 Mondays

8:30 - 4:30 Tuesday through Thursday

8:30 - 1:00 Friday

New Program Room – Tariffville Room

4. Are you the legal representative of the person/entity identified in answer to No. 3 above?

NA

5. If you are not the legal representative of the person/entity identified in answer to No. 3 above, do you have the informed written consent of the named party or the named party's legal representative? If the answer is "yes," please provide a copy of the consent with your Proposal.
6. Are you proposing naming rights "in consideration" or naming rights "in recognition?" (Please refer to Section A.1 and A.2 of the Policy.)
- a. **Naming Rights in Consideration:** If you are proposing "naming rights in consideration," please attach a statement (1) describing the nature of the proposed consideration (financial contribution, sponsorship, grant, in-kind contribution, etc.); and (2) explaining why you believe the Town Facility should be named for the person or entity identified in answer to No. 3 above.
 - b. **Naming Rights in Recognition:** If you are proposing "naming rights in recognition," please attach a statement in support of your proposal which describes the nature of the significant contribution made by the individual or organization identified in answer to No. 3 above. (See, Section A.2 of the Policy: historical significance and/or outstanding service; career, professional achievements or distinguished service; financial or other contribution(s) to the Town made on a voluntary basis.)
7. What is the desired duration of the proposed Naming Rights?

In perpetuity

8. What is the desired display of the proposed Naming Rights?

A sign constructed of the same material as the current FSPL Program Room with only the room name, so therefore not as large a sign. (photo attached)

**Proposal for Naming of Town Facility
Simsbury Public Library**

- **Program Room 2**
- **New Program Room**

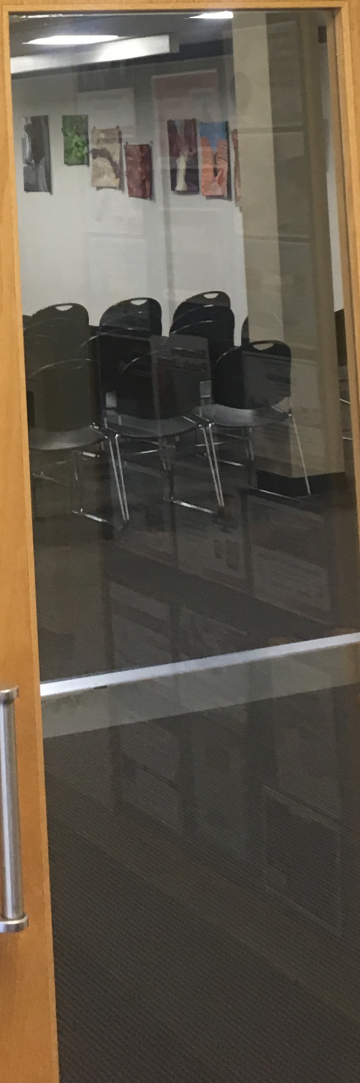
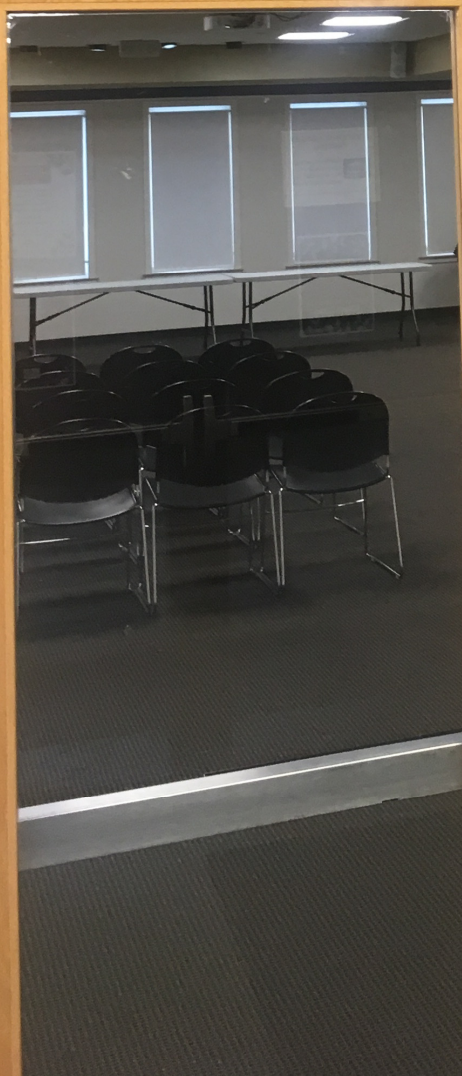
Naming Rights in Recognition

At their December 10, 2019 meeting, the Library Board of Trustees unanimously voted to propose naming Program Room 2 the Weatogue Room and the new Program Room soon to be constructed the Tariffville Room as a means of recognizing the significance of these districts as part of the greater Town of Simsbury.

During the Library's recent strategic planning process it was evident that residents of the outlying districts of the Town often feel disenfranchised. Naming Library spaces in recognition of these Library districts is a small way to demonstrate and support their inclusion in the Town of Simsbury.



Program Room
Gift of Friends of the Simsbury Public Library



PROGRAM
ROOM



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Revisions to Circulation Assistant Job Description and Job Title
2. **Date of Board Meeting:** January 14, 2019

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 Circulation Assistant position, the following motion is in order:

Move effective, January 14, 2019 to approve the proposed modifications to the job description and to change the job title for the Circulation Assistant position to the Library Services Assistant (Adult Department) as presented.

5. **Summary of Submission:**
Attached please find proposed changes to the existing job description for the Circulation Assistant position. I am also proposing an official job title change from Circulation Assistant to Library Services Assistant (Adult Department).

The proposed modifications are minor in scope. The Library Director was involved in preparing the revisions. This position is represented by the CSEA Secretarial, Clerical & Library union and the union has approved the requested changes. There are no proposed changes 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 Personnel Sub-Committee will review this proposal at a meeting immediately preceding the Board of Selectmen meeting. If the Committee does not endorse this proposal, the matter can be tabled to a future date.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Job Description – Library Services Assistant (Adult Department)

Circulation Assistant Library Services Assistant – Adult Department (FT & PT)
Secretarial, Clerical, and Library Employees Pay Plan, Grade T-3
Effective: January 14, 2019

Position Definition:

Under the direct supervision of the Head of Borrowing & Technical Services and the general supervision of the Library Director, the Adult Library Services Assistant is responsible for performing a wide variety of circulation duties and providing patron services related to the access and use of library materials and equipment. The Adult Library Services Assistant also assists with promoting library materials and **planning and implementing outreach initiatives and programing** for teens and adults. Adult Library Services Assistants must be knowledgeable about the Library's resources, services, spaces, policies and practices. Commitment to excellent customer service is imperative.

Essential Duties:

- Performs basic and advanced circulation functions, including checking materials in and out; renewing materials; placing and managing holds; creating, updating and renewing patron accounts; and accepting and processing requests for purchase and interlibrary loan
- Ensures the orderly flow of materials from the Circulation Desk to the shelves, including shelving material
- Sorts, packs and processes interlibrary deliveries
- Ensures the accuracy of library patron accounts and assures the confidentiality of library use and accounts
- Provides general and directional assistance to all users, in person, by phone and by email. Collaborates with all departments and gives referrals to other departments as needed in order to provide the best possible service to the community
- Educates and assists users in the use of the Library and its resources, including use of the self-checkout and automatic book return machines, the catalog, electronic resources, equipment and patron services
- Resolves user inquiries and concerns regarding material availability and library patron accounts, including lost or overdue items, fines and fees or registrations. Refers complex issues to the Head of Borrowing & Technical Services.
- Assists users in locating appropriate material and engages in recommending items
- Monitors and performs basic troubleshooting of self-checkout and automatic book return machines, such as replacing receipt paper
- Inspects returning material and equipment for loss or damage and processes damaged or lost materials and fees accordingly
- Recommends selection of materials based on professional standards, patron requests, and acknowledged review sources
- Assists with the development and maintenance of promotional and instructional materials, including library signage and displays, to encourage the use of the Library

- Respects the facility and work environment by keeping work area neat, handling cleanups and reporting maintenance issues promptly and appropriately
- Keeps informed of current consortium policies, procedures and practices and interprets them to the public in a pleasant and effective manner
- Keeps informed of current Library policies, procedures and practices and interprets them to the public in a pleasant and effective manner
- Identifies, collects, interprets and presents statistics as needed
- Distributes mail as needed
- Coordinates with Pages and volunteers, as necessary and as directed by the Head of Borrowing & Technical Services
- Processes and manages interlibrary loan requests, as directed by the Head of Borrowing & Technical Services
- Processes and maintains periodical collection, as directed by the Head of Borrowing & Technical Services
- Performs opening and closing procedures in the Borrowing Department
- Performs other duties as assigned

Additional Duties:

- Notifies patrons of waiting material in the absence of volunteers to do so
- Performs shelf-reading, weeding and collection maintenance as time allows
- Assists with the design and implementation of programs and activities, including Library tours, both in the Library and in the community, for teens and adults as time allows
- Attends professional meetings, workshops and continuing education opportunities to perform job competencies
- Assists in other departments as needed

Required Knowledge, Skills and Abilities:

- Positive and enthusiastic approach to customer service, in person and on the phone
- Ability to relate well and effectively communicate with patrons of varied backgrounds, ages and abilities, in person, by phone and by email
- Demonstrated attention to detail
- Demonstrated technology literacy and competency
- Demonstrates solid decision making, organizational and problem solving skills
- Ability to perform basic mathematical computations and make change
- Ability to alphabetize correctly and to understand numerical arrangements utilizing the Dewey Decimal System
- Ability to work independently with minimal supervision
- Ability to work and interact effectively with staff, administrators and volunteers, as well as work as part of a cohesive team
- Ability to interpret and follow a variety of instructions in oral and written format
- Ability to maintain a calm atmosphere, assure safety and respond to emergencies
- Exhibits flexibility and the willingness to work in a dynamic, busy and changing environment

Required Physical and Mental Effort and Environmental Conditions:

- Ability to lift books and other materials, weighing up to twenty-five (25) pounds, from shelves ranging from 6" to 8' from the floor and return them to their proper place(s)
- Ability to stand and walk for extended periods of time; move throughout the Library; bend, reach and crouch to shelve and retrieve materials; push and pull carts loaded with materials
- Ability to use a PC terminal, laptop or tablet for extended periods of time
- Ability to read fine print materials
- Ability to work in office and public settings subject to continuous interruptions and background noises
- Ability to be flexible and adapt in a fast paced, complex and changing environment
- Ability to move throughout the Library and other Town sites
- Ability to represent the Library in the community and at public gatherings and speak to public groups
- to maintain a calm atmosphere, assure safety and respond to emergencies
- Ability to work evenings and weekends

Required Minimum Qualifications

High school diploma/GED required; college degree preferred. Proficiency with current technology and applications. The ability to establish a positive rapport with the public and strong customer service skills are essential. Public library experience is desirable.

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 of every task or responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Amendment to all Culture, Parks, and Recreation Fee Schedules
- Date of Board Meeting:** January 14, 2019
- Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*
- Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed amendment to the Culture, Parks and Recreation fee schedules, the following motion is in order:

Move, effective January 14, 2019, to accept the proposed language regarding special promotions and discounts as an amendment to all Culture, Parks and Recreation fee schedules.

- Summary of Submission:**
Following discussion at the December 17th Board of Selectmen meeting regarding special promotions and discounts, in an effort to document the existing practice and to be more transparent, I am recommending an amendment to all Culture, Parks, and Recreation fee schedules. From time-to-time the Culture, Parks and Recreation Department will run promotions or offer discounts in order to boost interest in offered programs and services and revenue. Historically this has been done at an administrative level, but to the best of my knowledge this practice is not documented or codified in writing.

Staff is proposing the following amendment to all Culture, Parks, and Recreation fee schedules:

Special Promotions and Discounts: When Culture, Parks and Recreation Staff finds it to be in the best interest of the Town, from time to time, they may exercise their discretion to issue special promotions and discounts to encourage use of Town recreational facilities and programs. Any such special promotion or discount shall be approved by the Town Manager prior to implementation.

The Town Attorney has reviewed the proposed amendment to Culture, Parks and Recreation fee schedules.

- Financial Impact:**
Staff often uses promotions and discounts to increase business during times we expect the facilities to not be at or near full capacity. Staff also uses promotions and discounts

to create excitement amongst our patrons to take advantage of and be exposed to our facilities and programs. While difficult to quantify, increasing participation through the use of promotions and discounts generally positively affects the bottom line of the special revenue fund.

7. Description of Documents Included with Submission:

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Old-Growth Forest Network Designation for Belden Forest
2. **Date of Board Meeting:** January 14, 2019
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 is in support of exploring an Old-Growth Forest Network designation for Belden Forest, the following motions are in order:

Move, effective January 14, 2019 to authorize the Town Manager to schedule a joint site visit of Belden Forest between the Board of Selectmen, Conservation Commission and the Open Space Committee.

Further move to refer consideration of the Old-Growth Forest Network Designation for Belden Forest to the Conservation Commission. The purpose of this referral is to seek the Commission's viewpoint on designating Belden Forest as an Old-Growth Forest. A referral response is respectfully requested by February 6, 2019.

5. **Summary of Submission:**

Belden Forest is a town owned open space parcel acquired in 1946 from Anna Genevieve McLean and Josephine Pomroy Hendrick. Belden Forest is an approximately 120 year old forest consisting of primarily white pine and birch trees, located on 40.2 acres in the Simsbury Center area (map attached). The forest can be accessed from the east side of Beldenwood Road approximately 500 feet east of the intersection with Firetown Road (marked by a white Town open space marker). It can also be less easily reached from Boy Scout Hall off Route 10. The parcel has four deed restrictions as follows:

- Lifetime use was granted to both Anna Genevieve McLean and Josephine Pomroy Hendrick and their survivor. These individuals were permitted to remove up to five (5) cords of fire wood and four thousand (4,000) feet of lumber suitable for boards from the property.
- Excluding the above noted exception, no trees upon the property shall be cut down except as may be required in accordance with good standard of forestation.
- The property will be maintained in as heavy wooded condition as at present.
- Property to be maintained as a park and no structures are to be constructed.

At its January 2, 2019 meeting, the Open Space Committee endorsed seeking an Old-Growth Forest Designation for Belden Forest. The Committee has recommended a joint site visit of Belden Forest be scheduled between the Board of Selectmen, Conservation Commission and Open Space Committee for any interested members who would like to attend. This site visit would be posted as a public meeting.

The Old-Growth Forest Network (OGFN) is a national nonprofit working to create a network of older and old-growth forests within each county in the U.S. where forests grow naturally. The network is comprised of old growth or future old growth forests that are accessible to the public and protected from logging. Currently the network has 90 forests protected in 21 states, but none in Connecticut. If the Town applies for the designation and it is accepted, the Town would execute a memorandum of agreement (attached). OGFN will participate in a designation event of the Town's choosing and will provide the town with a metal plaque to be displayed at a location of the Town's choosing – i.e., inside Town Hall, at the forest entrance, etc.

OGFN designation has neither legal implications nor restrictions. It is primarily a statement of community support. It does not restrict any activities or uses of the forest. The Old-Growth Forest Network recommends that best practices for managing OGFN included forests be based on the goals of 1) allowing the forest to evolve in a natural state, and 2) keeping the forest open to passive recreation for people of all ages. Several of the deed restrictions for the parcel are consistent with the goals of the OGFN designation. Basic ongoing monitoring and management of the parcel should continue. Conditions should be assessed periodically to ensure no adverse conditions represent a threat to the public or to the forest.

The Open Space Committee believes that including Belden Forest in the OGFN would bring positive public recognition for this "pocket forest" located in the center of town and put the Town of Simsbury in a position of leadership on open space issues. This recognition may also help engage individuals and local groups like the Scouts that may visit the forest regularly. Belden Forest being included in the OGFN will hopefully increase its visitation by community members and can also serve a focal point of eco-tourists who travel to see Old-Growth Forests across the country.

Belden Forest is currently one of four town properties with a forest management plan; through research and consultation with staff, I do not believe that the Belden Forest Management Plan was formally adopted. If Belden is designated as an Old-Growth Forest, the Forest Management Plan for that parcel would not be appropriate for implementation.

In a legal opinion from our Town Attorney dated October 21, 2016 regarding stewardship of Town Open Space, he noted that the responsibility is currently assigned to the Conservation Commission, but could ultimately be assigned by the Board to another group such as the Open Space Committee. Since the Conservation Commission is currently responsible for stewardship of open space, you may want to refer this matter to Conservation for review and comment.

Following the site visit and receipt of the Conservation Commission's response, the Board could consider authorizing me to execute the OGFN application and memorandum of agreement at a future meeting.

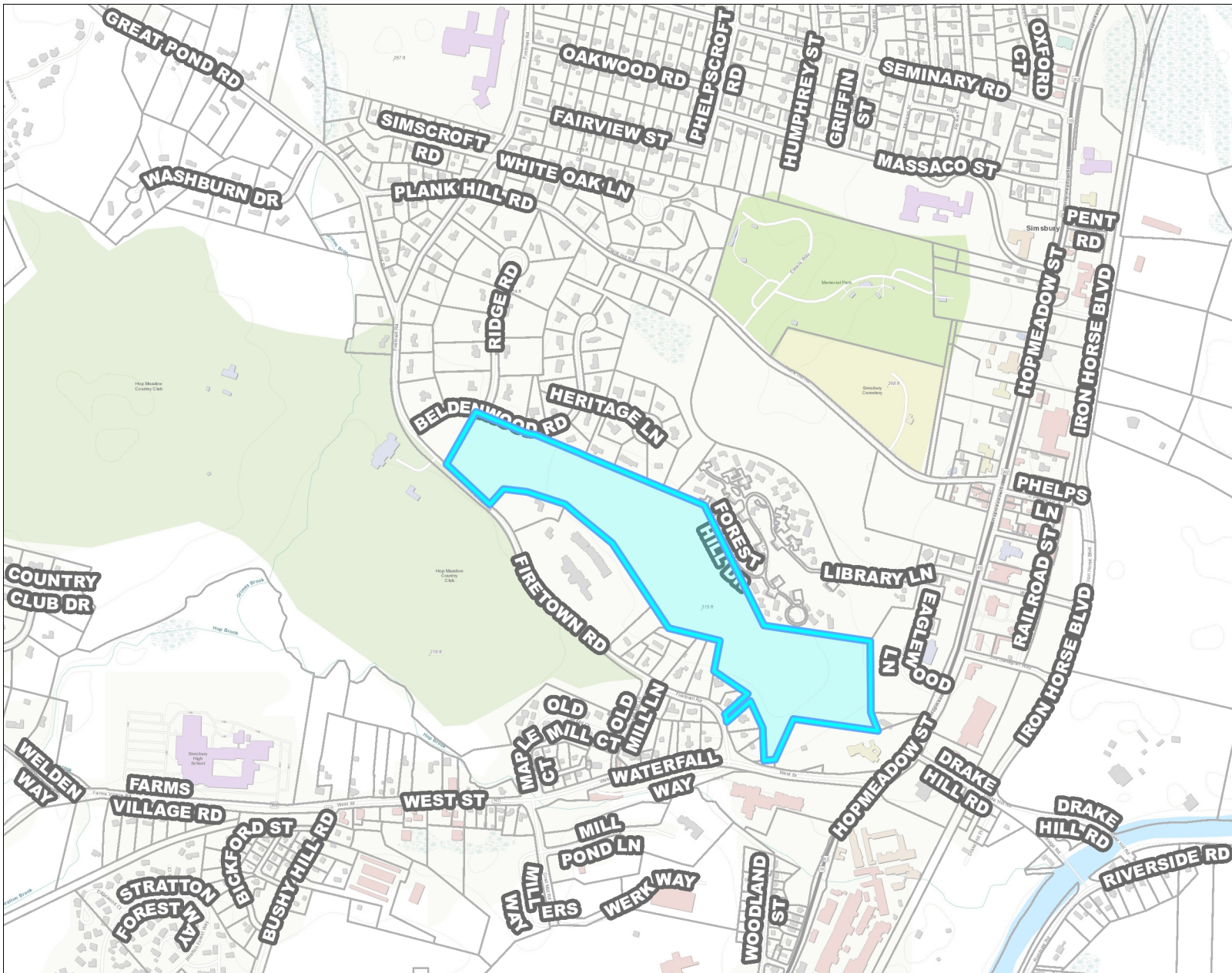
6. Financial Impact:

Often forests with the OGFN designation see increased visitation and provide economic benefits to local communities. People seek out Old-Growth and future Old-Growth Forests as places to frequently visit.





7. Description of Documents Included with Submission:

- a) Map of Belden Forest
- b) Old-Growth Forest Networks Memorandum of Agreement
- c) Memo from M. Glidden, re: Review of Land Records for Onion Mountain, Belden Forest, and Ethel Walker Wood, dated January 22, 2018
- d) Legal Opinion from Town Attorney, re: Stewardship of Town Open Space, dated October 21, 2016

Town of Simsbury, CT



Legend

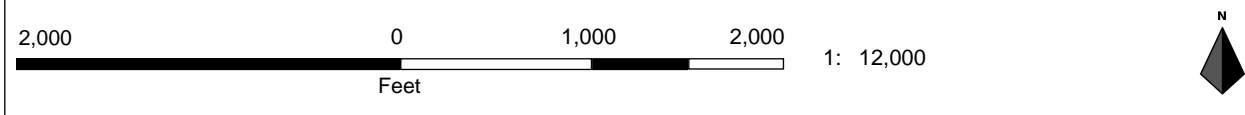
-  Parcels
-  Street Labels
-  Town Border
-  Citations

Location

An inset map of the state of Connecticut shows the location of Simsbury, CT, marked with a red dot. The map includes major cities like Hartford, Springfield, and New Haven, and shows the state's borders with Massachusetts and Rhode Island.

Notes

Belden Forest



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



OLD-GROWTH FOREST NETWORK

MEMORANDUM OF AGREEMENT

To include a forest in the Old-Growth Forest Network

Recognizing that less than 1% of the eastern US forests, and less than 5% of the western US forests, have remained undisturbed long enough to develop old-growth characteristics.

Recognizing that many species of plants, animals, and fungi are most successful in older forests.

Recognizing that the older forests are best at purifying the air and the water, and creating fertile soil.

Recognizing that most humans consider older forests to be the most beautiful forests, and will travel to see them.

Recognizing that ecotourism is economically beneficial for nearby communities.

Recognizing that all people, but especially the younger generations, need contact with natural areas.

Therefore

The **Old-Growth Forest Network** shall be established. Every county where forests can grow will be invited to designate at least one forest to be part of the network. These forests shall serve as examples of baseline conditions and allow old-growth characteristics to develop naturally. These forests will be open to visitation by all ages.

For Hartford County in the State of Connecticut, a forest to be designated as part of the network shall be Belden Forest which is owned by the Town of Simsbury.

(Signature of landowner's representative)

(Signature of OGFN representative)

(Date)

(Date)

(Printed name of landowner representative)

(Printed name of OGFN representative)

(Title of landowner representative)

(Title of OGFN representative)

Mailing Address for Landowner: _____



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Date: January 22, 2018
To: Conservation Commission

From: Michael Glidden CFM CZEO, Assistant Town Planner

Re: Review of Land Records for Onion Mountain, Belden Forest, and Ethel Walker Woods property

Staff has reviewed the land records for the three noted properties above to research history of why the properties were purchased by the Town of Simsbury and whether the properties contain environmental restrictions which may prevent certain forestry activities. Copies of the deeds for these properties have been attached to this correspondence for the Commission's interest. A brief summary of each deed is provided.

Belden Forest - Volume 84 Page 83 Simsbury Land Records

The Town of Simsbury acquired this property in 1946 from Anna Genevieve McLean and Josephine Pomroy Hendrick. The property is located north west of the existing public library. An aerial photograph of the property is attached below:



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

An Equal Opportunity Employer
www.simsbury-ct.gov

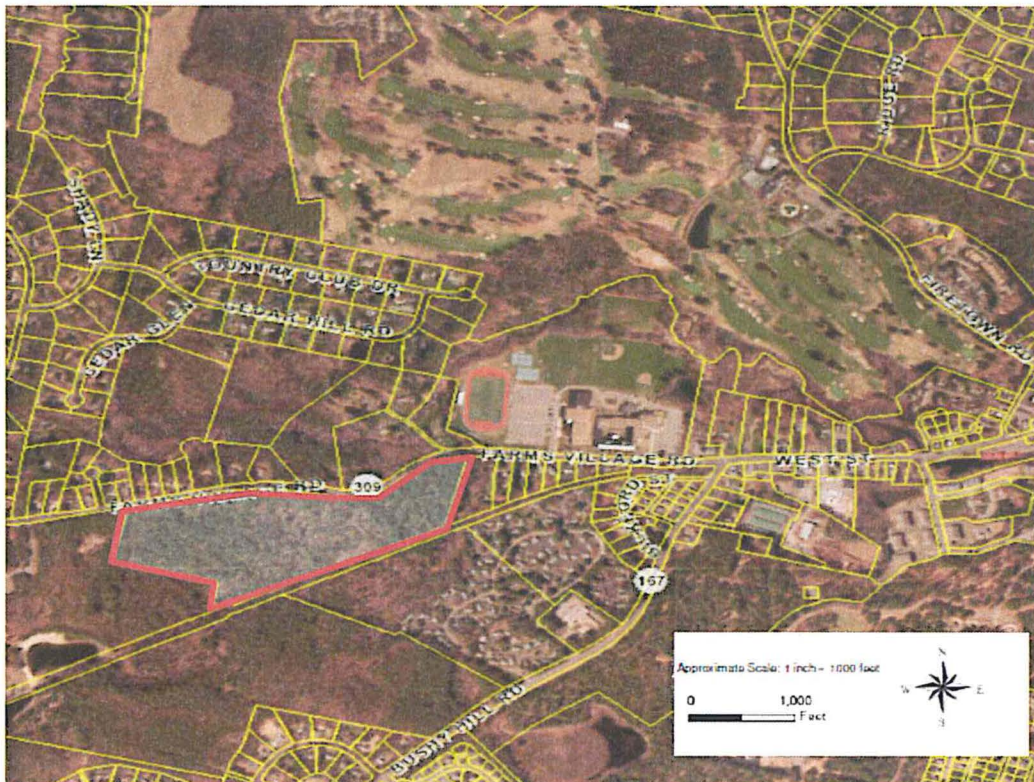
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

The deed contained some restrictions/conditions which the Town of Simsbury agreed to as part of the land transfer:

- *Lifetime use was granted to both Anna Genevieve McLean and Josephine Pomroy Hendrick and their survivor. These individuals were permitted to remove up to five (5) cords of fire wood and four thousand (4,000) feet of lumber suitable for boards from the property.*
- *Excluding the above noted exception, no trees upon the property shall be cut down except as may be required in accordance with good standard of forestation*
- *The property will be maintained in as heavy wooded condition as at present.*
- *Property to be maintained as a park and no structures are to be constructed*

Darling Hilles Property Volume 147 Page 335 Simsbury Land Records

The Town of Simsbury acquired this property in 1964 from Susan Morse Hilles. The property is located north west of the existing public library. An aerial photograph of the property is attached below:

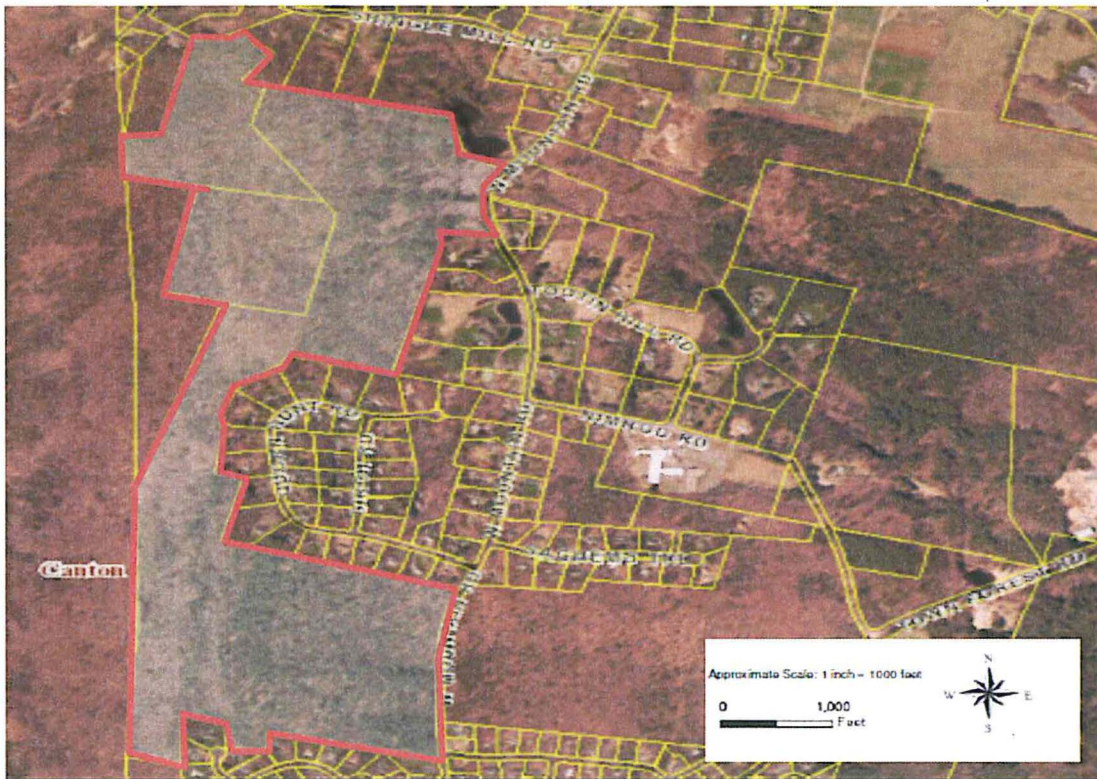


The deed contained some restrictions/conditions which the Town of Simsbury agreed to as part of the land transfer:

- **The conveyance was a gift in memory of Susan Alice Ensign Morse and Julia Whiting Ensign Darling for use as a woodland type park and recreational area for residents of the Town of Simsbury**

Onion Mountain Park – Volume 163 Page 57 Simsbury Land Records

The Town of Simsbury acquired this property in 1967. The purchase was funded by state grants. An aerial photograph of the property is attached below:

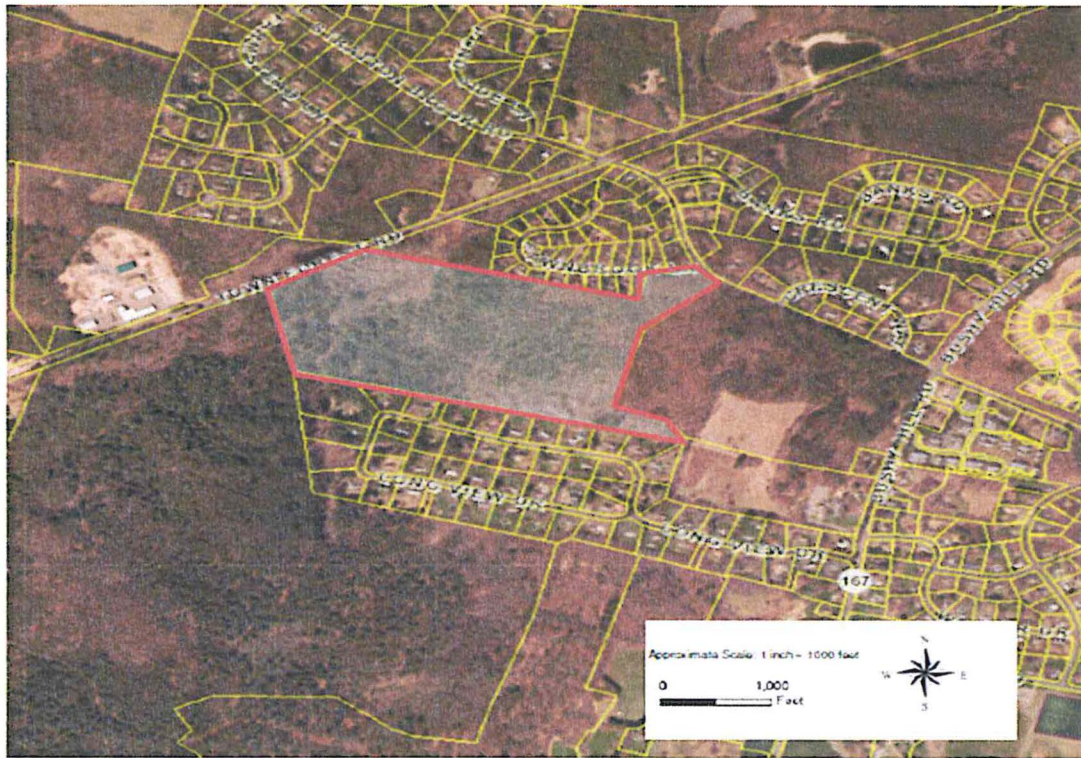


The deed contained some restrictions/conditions which the Town of Simsbury agreed to as part of the land transfer:

- ***The land shall not be conveyed or converted to any use other than recreational or conservation purposes (as defined in said Section 7-131c CGS)***
- ***The covenants and agreements shall run with the land in favor of the State of Connecticut***

Stratton Brook Forest – Volume 286 Page 214 Simsbury Land Records

The Town of Simsbury acquired this property in 1985. The purchase was from the Ethel Walker School Incorporated. An aerial photograph of the property is attached below:

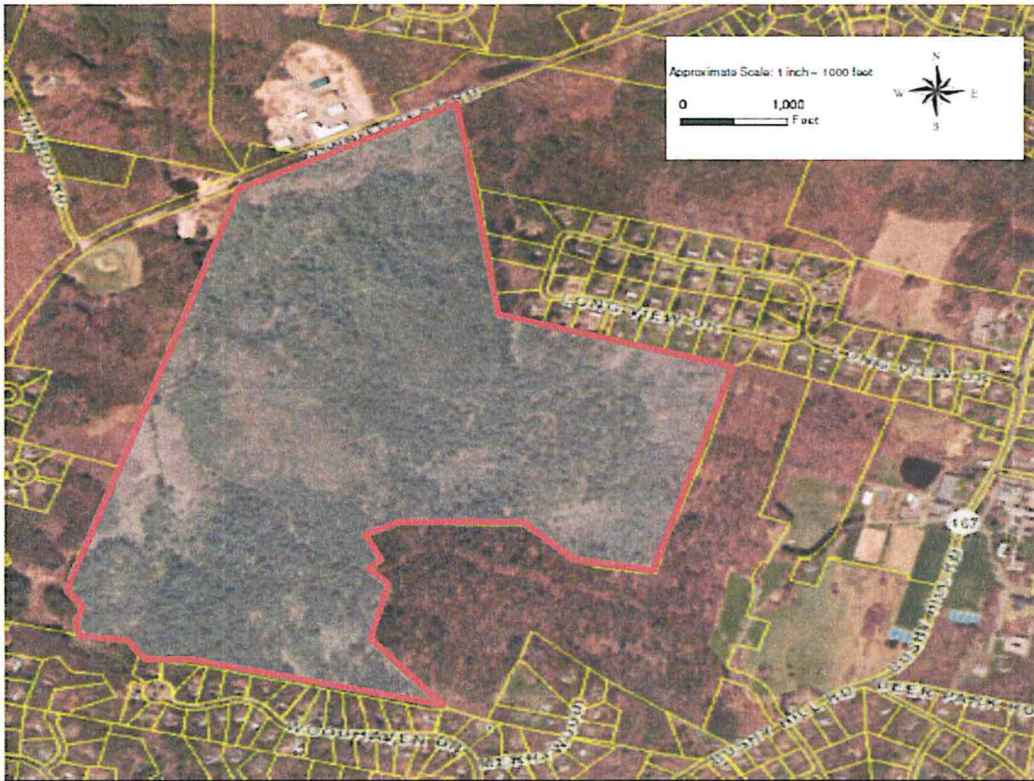


The deed contained some restrictions/conditions which the Town of Simsbury agreed to as part of the land transfer:

- *The property is subject to a 50 ft wide easement for access in favor of St Alban's Church*

Ethel Walker Woods – Volume 740 page 33 and Volume 798 Page 385 Simsbury Land Records

The Town of Simsbury acquired the property from the Ethel Walker School in 2007 which was clarified in 2010. An aerial photograph of the property is attached below:



The deed contained some restrictions/conditions which the Town of Simsbury agreed to as part of the land transfer:

- *Exhibit D of the deed in Volume 740 Page 33 Seq 13 of the Simsbury Land Records outlines the permitted and prohibited activities within the conservation easement*
- *Trail maintenance is permitted*
- *Forestry management operations such as removal of trees is permitted provided that a forestry management plan is developed and approved by the holder of the easement*

QUIT-CLAIM DEED

from

Anna Genevieve McLean, at al, individually, and Josephine Pomroy Hendrick et al, Trustees under Will of H. Arthur Pomroy

to

The Town of Simsbury

KNOW ALL MEN BY THESE PRESENTS, That We, Anna Genevieve McLean, James P. Hendrick, both of the Town of Simsbury, County of Hartford, and State of Connecticut; Josephine Pomroy Hendrick, also known as Fanny Josephine Hendrick, of the City, County and State of New York, and Grace H. Eustis, formerly Grace V. Hendrick, of Valley, County of Park and State of Wyoming, individually; and Josephine Pomroy Hendrick, of the City, County and State of Wyoming, and James P. Hendrick, of the Town of Simsbury, County of Hartford and State of Connecticut, as Trustees under the Will of H. Arthur Pomroy, late of New York City, acting herein by virtue of a power of sale contained in Paragraph Ninth, Clause II, of the Will of said decedent, in loving memory of Horace Belden, late of Simsbury, Connecticut, and for divers good causes and considerations thereunto moving, especially for one (1) Dollar and other valuable consideration, received to our full satisfaction of The Town of Simsbury, a municipal corporation of the State of Connecticut, have remised, released, and forever QUIT-CLAIMED, and do by these presents, for ourselves, and our heirs and successor, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Town of Simsbury, its successors and assigns forever, all the right, title, interest, claim and demand which we, the said Anna Genevieve McLean, Josephine Pomroy Hendrick, James P. Hendrick, and Grace H. Eustis, have individually, and all the right, title, interest, claim and demand which the said H. Arthur Pomroy had at the time of his decease, or which we, the said Josephine Pomroy Hendrick, Grace H. Eustis and James P. Hendrick, as Trustees, have or ought to have in and to a certain piece or parcel of land, containing 40.2 acres, more or less, situated in the Town of Simsbury, County of Hartford and State of Connecticut, and being more particularly bounded and described as follows:

Beginning at a merestone in the North line of Firetown Road, with North Coordinate about 379,948.82 and East Coordinate about 482,134.74, marking the boundary between land of the Grantors and of The Simsbury Development Company and running thence Southeasterly along Firetown Road 383 feet, more or less, to a merestone and land of the Estate of George P. McLean; thence Northeasterly 145 ft. more or less, to a merestone; thence Easterly 869 feet, more or less, to a merestone; thence Southeasterly 356 feet, more or less, to a merestone; thence Southeasterly 677 feet, more or less, to a merestone and land of Olive J. Whitehead, Hollace W. Sprague and Mary W. Luccock, the last four courses being along land of the Estate of George P. McLean; thence Easterly along land of said Whitehead, et al, Elma Roberts Hall and of Rev. J. W. Welch, et al, 370 feet, more or less, to a merestone; thence southerly along land of said Welch, et al to other land of Grantors at a point 200 feet North of the North line of Firetown Road; thence Easterly along other land of Grantors 210 feet, more or less; thence southwesterly along other land of Grantors and 4 feet East of Grantors garage 200.0 feet, more or less, to a point in the Northerly line of Firetown Road, which is 150.0 feet from the Southeast corner of land of Welch, et al; thence Southeasterly along Firetown Road 50 feet, more or less; thence Northeasterly along other land of Grantors 200 feet; thence Southeasterly to a point 50 feet East of the Northeast corner of the Kelly Lot, a point 50 feet East of the northeast corner of the Kelly Lot, so-called; thence Southerly and parallel with the East line of the Kelly Lot 211 feet, more or less, to the North line of the New York, New Haven, & Hartford Railroad Company; thence Easterly along said New York, New Haven & Hartford Railroad Company 105 feet, more or less, to other land of the Grantors; thence Northeasterly along land of Grantors and of the First Ecclesiastical Society 301 feet, more or less; thence Easterly along land of the First Ecclesiastical Society 574 feet, more or less, to the Southeast corner of land of Grantors; thence in a generally Northerly direction to a merestone, with North Coordinate of about 378,267.67 and East Coordinate of about 584,958.86; thence in a general Northerly direction about 294.2 feet to a merestone; thence continuing along same azimuth 200.00 feet to a point; thence in a general Westerly direction 729.58 feet to a merestone; thence in a general North-northerwesterly direction 902.5 feet to a merestone; thence in a general Northwesterly direction 211.6 feet to a merestone; thence in a general Northwesterly direction 1,401.9 feet to a merestone; thence in a general southwesterly direction 410.7 feet to a merestone on the Northerly line of Firetown Road and point of beginning.

And being bounded,

Northerly, by land of The Simsbury Development Company

Easterly, by land of The Simsbury Development Company, land of The First Ecclesiastical Society and land of the Estate of George P. McLean and other land of the Grantors, partly by each.

Southerly, by Firetown Road, land of the Estate of George P. McLean, land of Olive Whitehead, et al, land of Elna R. Hall, land of Reverend, J. W. Welch, et al, other land of the Grantors.

Land of the New York, New Haven & Hartford Railroad Company, and land of the First Ecclesiastical Society, partly by each, and

Westerly, by land of The Simsbury Development Company, land of Rev. J. W. Welch, et al, and other land of the Grantors, partly by each.

The right is reserved during the lifetime of Josephine Pomroy Hendrick and Anna Genevieve McLean and the survivor of them to cut and remove each year from the above premises amount of wood not in excess of approximately five (5) cords of fire wood and approximately four thousand (4,000) feet of lumber suitable for boards.

The said Town of Simsbury by the acceptance of this deed agrees as follows:

That the premises above described shall be held in perpetuity exclusively for public park purposes and shall be called "Horace Belden Forest Park."

That subject to the right to cut wood reserved to the said Josephine Pomroy Hendrick and Anna Genevieve McLean as aforesaid, no trees upon the above described premises shall be cut down except as may be required in accordance with good standard of forestation and that the premises will, as far as possible, be maintained in as heavily wooded condition as at present.

That the premises will be maintained in suitable condition for public use as a park and that no structures will be erected thereon except small arbors, summer houses, tool sheds or other accessory structures appropriate to park purposes, provided, however, the Grantee shall have the right to lay out, construct and maintain a fifty (50) foot road running from Firetown Road in a Northerly direction across the Southeasterly portion of the property herein conveyed to the adjoining property of The Simsbury Development Company.

In the event that the aforesaid agreements are not complied with, or that the premises cease to be used for public park purposes, then in either of these events, the premises above described shall revert to the Grantors, and to their respective heirs, successors and assigns.

TO HAVE AND TO HOLD, the premises unto it, the said Town of Simsbury and to its successors and assigns, to the only use and behoof of the said Town of Simsbury, its successors and assigns forever, so that neither we, the said Anna Genevieve McLean, Josephine Pomroy Hendrick, James P. Hendrick and Grace H. Eustis, individually, nor any other person or persons in our name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, subject to the conditions, aforesaid, but they and every of them shall by these presents be excluded and forever barred.

And we, Josephine Pomroy Hendrick, Grace H. Eustis and James P. Hendrick, as Trustees, aforesaid, do hereby covenant with the said Town of Simsbury, its successors and assigns, that we have full power and authority, as trustees aforesaid, to grant and convey the above described premises in manner and form aforesaid, and for ourselves and our successors, do further covenant to warrant and defend the same to it, the said Town of Simsbury, its successors and assigns, against the claims of any persons whomsoever, claiming by, from or under us, as trustees, aforesaid, subject, however, to the conditions aforesaid.

IN WITNESS WHEREOF: We, Anna Genevieve McLean, James P. Hendrick, Josephine Pomroy Hendrick, also known as Fanny Josephine Hendrick, and Grace H. Eustis, formerly Grace V. Hendrick, individually, and we, Josephine Pomroy Hendrick, Grace H. Eustis and James P. Hendrick, Trustees under the will of H. Arthur Pomroy, have hereunto set their hands and seals this 25th day of December, 1946.

Signed, sealed and delivered in the presence of

William S. Foley Warrenton

Tom Frost Warrenton

Joan Patterson

Henry C. Fellstone

Anna Genevieve McLean (L.S.)

Individually

James P. Hendrick (L.S.)

Individually

Josephine Pomroy Hendrick (L.S.)

Individually

Grace H. Eustis (L.S.)

Individually

Josephine Pomroy Hendrick (L.S.)

Individually

Josephine Pomroy Hendrick (L.S.)
Grace H. Eustis, (L.S.)
James P. Hendrick (L.S.)

Trustees under the Will of H.
 Arthur Pomroy.

DISTRICT OF COLUMBIA

ss. December 25th, 1946.

WASHINGTON

Personally appeared James P. Hendrick, Josephine Pomroy Hendrick, also known as Fanny Josephine Hendrick, and Grace H. Eustis, formerly Grace V. Hendrick, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

Harry C. Feldstone, Notary
 Public

DISTRICT OF COLUMBIA

ss. Jan. 14, 1947
 December 25th, 1946

WASHINGTON

Personally appeared Josephine Pomroy Hendrick, Grace H. Eustis and James P. Hendrick, Trustees aforesaid, signers and sealers of the foregoing instrument and acknowledged that they executed the same as Trustees under the Will of H. Arthur P. Pomroy, deceased, and that the same is their free act and deed as Trustees aforesaid, before me.

Harry C. Feldstone, Notary
 Public

Jan. 14, 1947

Since this deed is a conveyance of realty as a bona fide gift, without actual consideration, no documentary tax stamps are required.

COMMONWEALTH OF VIRGINIA

ss. Dec. 26th, 1946.

FAVQUIER COUNTY

Personally appeared Anna Genevieve McLean, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

A.N. Keys Notary Public
 My commission expires Dec. 7, 1948

Received for Record Dec. 31, 1946 at 7:05 P.M.

RECORDED BY: Charles W. Hall
 Town Clerk

AGREEMENT

by and between

Anna Genevieve McLean, et al, individually,
and Josephine Pomroy Hendrick,
et al, Trustees under Will
of H. Arthur Pomroy

and
The Town of Simsbury

THIS AGREEMENT made this 25th day of December, 1946 by and between Anna Genevieve McLean, James P. Hendrick, both of the Town of Simsbury, County of Hartford and State of Connecticut; Josephine Pomroy Hendrick, also known as Fanny Josephine Hendrick, of the City, County and State of New York, and Grace H. Eustis, formerly Grace V. Hendrick, of Valley, County of Park and State of Wyoming, individually; and Josephine Pomroy Hendrick, of the City, County and State of New York; Grace H. Eustis, of Valley, County of Park and State of Wyoming, and James P. Hendrick, of the Town of Simsbury, County of Hartford and State of Connecticut, as trustees under the Will of H. Arthur Pomroy, late of New York City; hereinafter referred to as "the parties of the first part", and The Town of Simsbury, a municipal corporation of the State of Connecticut, hereinafter referred to as the "Town".

W I T N E S S E T H :

WHEREAS, the parties of the first part have conveyed to the Town a certain piece or parcel of land more particularly described and set forth in a deed from the parties of the first part to the Town, said property to be used for park purposes subject to certain terms and conditions, and

WHEREAS, by the terms of said deed the Town is given the right to lay out, construct and maintain a fifty (50) foot road running from Firetown Road in a northerly direction across the southeasterly portion of the property described in the aforesaid deed to the adjoining property of The Simsbury Development Company, and

WHEREAS, the laying out, constructing and maintenance of said road will impair and interfere with a septic tank and dry well of the parties of the first part appurtenant to the house known as the Fahey House located on the property of the parties of the first part immediately adjacent on the West to the public highway, and

WHEREAS, the Town has indicated its willingness to move said septic tank and dry well.

NOW THEREFORE, in consideration of the aforesaid conveyance and One (1) Dollar and other valuable consideration, it is agreed between the parties hereto as follows:

(1) The Town herewith agrees that if, as and when it begins construction of the aforesaid road, it will dig and remove and relocate said septic tank and

Continued

and dry well upon that portion of the premises of the parties of the first part immediately adjacent to the West, at a place to be designated by them, at is own expense, and to lay and connect sewerage pipes with said relocated septic tank and dry well, and said Fahey House.

(2) The parties of the first part herewith agree to give the Town a right of entry upon their property immediately adjacent to the West for purposes of laying out, constructing and installing the aforesaid septic tank, dry well and pipes in connection therewith.

IN WITNESS WHEREOF: the parties hereto have hereunto set their hands and seals this 31st day of December, 1946.

Signed, sealed and delivered in the presence of:

Edward G. Fellows
Charles W. Hall

The Town of Simsbury

By: O. Phelps Case
William C. Hall Y
Richard E. Curtiss
Selectmen

Witnesses as to parties of the first part:

A. N. Kays Warrenton Jr.
William S. Foley " "
Joan Patterson
Harry C. Feldstone

Anna Genevieve McLean
Individually
James P. Hendrick
Individually
Josephine Pomroy Hendrick
Individually
Grace H. Eustis
Individually

Received for Record December 31, 1946
at 7 P.M.

RECORDED BY: Charles W. Hall
Town Clerk

Josephine Pomroy Hendrick (L.S.
Grace H. Eustis L.S.
James P. Hendrick L.S.

Hilles / Darling Property

VOL. 147 PAGE 333 1.

KNOW ALL MEN BY THESE PRESENTS

THAT I, SUSAN MORSE HILLES, of the Town of Hamden, County of New Haven and State of Connecticut, for divers good causes and considerations thereunto moving, especially for One Dollar (\$1.00) received to my full satisfaction of the Town of Simsbury, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, have remised, released and forever quit-claimed, and do by these presents, for myself and heirs, justly and absolutely remise, release and forever QUIT-CLAIM unto the said Town of Simsbury, its successors and assigns forever, all such right and title as I, the said Susan Morse Hilles, have or ought to have in or to the following piece or parcel of land situated in said Town of Simsbury, County of Hartford and State of Connecticut, and more particularly bounded and described as follows:

An undivided 1/2 interest in a certain piece or parcel of land bounded: Northerly by Farms Village Road; Easterly by land now or formerly of Jennie L. Fletcher; Southerly by land formerly of the Central New England Railroad Company, now supposed to belong to the State of Connecticut, and by land of the State of Connecticut; and Westerly by land now or formerly of the State of Connecticut; containing about thirty-five and one-half (35 1/2) acres.

Together with all water rights, dam rights, flowage rights and canal rights.

Said premises are subject to such rights of way as appear of record.

Being the same premises described as the Fourth Piece in the Inventory on file in the Simsbury Probate Court in the Estate of Susan A. E. Morse, deceased, and the same piece conveyed to me, the said Susan Morse Hilles, by Committee Deed of Christopher M. Dawson, Committee for the Estate of Susan A. E. Morse, deceased, dated June 18, 1953.

Said premises are conveyed to said Town of Simsbury as a gift in memory of Susan Alice Ensign Morse and Julia

Whiting Ensign Darling, for use as a woodland type park and recreational area for residents of the Town of Simsbury.

The consideration for this deed is less than Fifty Dollars (\$50.00).

TO HAVE AND TO HOLD, the premises unto it, the said Town of Simsbury, and to its successors and assigns, to the only use and behoof of the said Town of Simsbury, its successors and assigns forever, so that neither I, the said Susan Morse Hilles, nor any person or persons in my name and behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of May, nineteen hundred and sixty-four.

Signed, sealed and delivered in the presence of:

Margaret R. Looney
MARGARET R. LOONEY
Huntington T. Day
HUNTINGTON T. DAY

Susan Morse Hilles (L.S.)
Susan Morse Hilles

STATE OF CONNECTICUT)
 ; ss. New Haven, May 22, 1964
COUNTY OF NEW HAVEN)

Personally appeared Susan Morse Hilles, signer and sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed, before me.

Margaret R. Looney
Notary Public
MARGARET R. LOONEY

Received for Record... 6/11/64
at... and recorded by
Town Clerk



Orig

Onion Mt

VOL. 163 PAGE 57

DEDICATION AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT the TOWN OF SIMSBURY, a municipal corporation specially chartered under the laws of the State of Connecticut and located within Hartford County in said State, hereinafter called "TOWN", has purchased certain land within said Town, which land is more fully described as follows:

Two certain pieces or parcels of land located in the Town of Simsbury, County of Hartford, State of Connecticut, and located on the westerly side of West Mountain Road.

First Piece: Known as the Robert W. Boenig piece, located on the westerly side of West Mountain Road, containing 127.7 acres, more or less, and being more particularly bounded and described as follows:

Beginning at a merestone in the westerly highway line of West Mountain Road, which marks the northeasterly corner of land now or formerly of J. Goodwin, which merestone is a southeasterly corner of the land herein described; thence N, 70° 58' W, 350.3' to a merestone; thence S, 7° 21' E, a distance of 99.9', more or less, to a merestone; thence S, 29° 10' W, a distance of 1,181.3', more or less, to a merestone and land now or formerly of A. R. Missal; the last three courses being along land now or formerly of J. Goodwin and H. D. Phillips, partly along each; thence N, 63° 40' W, 398.73'; thence N. 62° 25' W, 279.71' to a merestone; thence S, 45° 20' W, 107.97' to an iron pin; thence S, 65° 58' W, a distance of 362' more or less, to an iron pin in the land now or formerly of M. L. Castellani, the last four courses being along land now or formerly of D. L. Smith and A. R. Missal, partly along each; thence S, 37° 11' W, 248.45', S, 7° 54' W, 193.75', S, 25° 22' W, 297.75', S, 60° 44' E, 195.77', S, 28° 39' W, 575.36' to an iron pin, the last five courses being along lands now or formerly of M. L. Castellani, T. W. Edwards, S. M. Mona and A. R. Missal, partly along each; thence S, 60° 56' E, along lands now or formerly of A. R. Missal, M. H. Pope, W. A. Latham, J. O. McCahon, K. V. Knebel, L. D. Connor and J. A. Welch, partly along each, a distance of 1,546.5', more or less, to the westerly highway line of West Mountain Road; thence running generally in a southerly direction along the westerly highway line of West Mountain Road, a distance of 1,512', more or less, to land now or formerly of Peter H. Peterson; thence N, 63° 00' W, a distance of 1,198', more or less, to an iron pin; thence S, 10° 45' W, 150', more or less, to an iron pin; thence N, 75° 05' W, a distance of 208', more or less, to an iron pin; thence N, 10° 25' E, a distance of 200', more or less, to an iron pin; thence N, 63° 00' W, a distance of 257', more or less, to an iron pin and the Canton-Simsbury Town Line; thence running generally in a northerly direction along the Simsbury-Canton Town Line, a distance of 2,625', more or less; thence N, 28° 15' E, along an easterly line of John S. Murtha, et al, a distance of 1,114', more or less, to an iron pin in the southerly line of the Second Parcel hereinafter described; thence S, 64° 35' E, 511', more or less, to an iron pin; thence N, 25° 25' E, a distance of 905', more or less, to an iron pin; thence N, 22° 05' W, a distance of 164', more or less, to an iron pin and land now or formerly of L. S. Comstock, the last three courses being along the

Second Parcel hereinafter described; thence continuing in the same course, N, 22° 05' W, a distance of 769', more or less, to an iron pin; thence N, 24° 15' E, 371', more or less, to an iron pin at a fence corner and land now or formerly of R. B. Darlington, the last two courses being along land now or formerly of L. S. Comstock; thence S, 63° 55' E, a distance of 670', more or less, to a concrete monument, along land now or formerly of R. B. Darlington and G. B. Cooper, partly along each, a distance of 670', more or less, to a concrete monument and land of the Village Water Company; thence S, 64° 28' E, 529', more or less, to an iron pin; thence S, 5° 33' E, a distance of 331', more or less, to an iron pin; thence S, 48° 18' E, a distance of 270', more or less, to an iron pin in the westerly highway line of West Mountain Road, the last three courses being along land now or formerly of the Village Water Company; thence S, 64° 28' E, 529', more or less, to an iron pin; thence S, 5° 33' E, a distance of 331', more or less, to an iron pin; thence S, 48° 18' E, a distance of 270', more or less, to an iron pin in the westerly highway line of West Mountain Road, the last three courses being along land now or formerly of the Village Water Company; thence running generally in a southerly direction along the westerly highway line of West Mountain Road, a distance of 635', more or less, to the merestone at the point or place of beginning.

And being shown as "56.4 acres ±" and "71.3 acres ±" on Sheets #1 and #2 on a certain map entitled, "Property of Robert W. Boenig, Under Option by I. R. Stich Associates, Inc. of West Hartford, Connecticut, Located in the Towns of Simsbury and Canton, Connecticut, May, 1966, Scale 1" = 100'" and certified substantially correct, Edw. Bazzell, Registered Land Surveyor, which map is on file in the Town Clerk's Office of the Town of Simsbury, County of Hartford and State of Connecticut.

Second Piece: Known as the Joseph W. Pattison piece, located on the westerly side and in the rear of West Mountain Road, containing 20 acres, more or less, and being more particularly bounded and described as follows:

Beginning at an iron pin in the southerly line of the herein described property, which iron pin is located a distance of 1,114' N, 28° 15' E, from the Simsbury-Canton Town Line, as measured along an easterly line of land now or formerly of John S. Murtha, et al, and which point is a northeasterly corner of land now or formerly of John S. Murtha, et al; thence N, 64° 35' W, 378', more or less, to an iron pin; thence running generally in a northeasterly direction along an easterly line of John S. Murtha, et al, a distance of 956', more or less, to an iron pin and land now or formerly of L. S. Comstock, the last two courses being along land now or formerly of John S. Murtha, et al; thence S, 69° 25' E, along land now or formerly of L. S. Comstock, 779', more or less, to an iron pin and the First Piece hereinbefore described; thence S, 22° 05' E, 164', more or less, to an iron pin; thence S, 25° 25' W, a distance of 905', more or less, to an iron pin; thence N, 64° 35' W, a distance of 511', more or less, to the iron pin at the point or place of beginning, the last three courses being along the First Piece hereinbefore described.

And being shown as "Ogden Homes Inc. 20 acres ±" on Sheet #1 of the hereinbefore referred to map.

WHEREAS, the Town intends to use said land for recreational and conservation purposes as defined in Section 7-131c of the Connecticut General Statutes, Revision of 1958, Revised to 1966; and

WHEREAS, the Town has received a State grant-in-aid for the acquisition of said land for conservation, recreational and open space purposes.

NOW, THEREFORE, in consideration of said grant-in-aid, Town covenants and agrees with the State of Connecticut that said land shall not be conveyed or converted to any use other than recreational or conservation purposes (as defined in said Section 7-131c), except with the approval of the State Council on Agriculture and Natural Resources as provided in Section 7-131i of the Connecticut General Statutes, Revision of 1958, Revised to 1966. Said covenants and agreements shall run with the land in favor of the State of Connecticut and shall be binding upon the Town of Simsbury, its successors and assigns.

IN WITNESS WHEREOF, the TOWN OF SIMSBURY has caused these presents to be executed and its seal to be hereunto affixed by Russell S. Shaw, its First Selectman, hereunto duly authorized, this 3rd day of March, 19667.

Signed, Sealed and Delivered
in the Presence of:

Thomas S. Whitman
Thomas S. Whitman

Marian E. McCormick
Marian E. McCormick

TOWN OF SIMSBURY

By: Russell S. Shaw (IS)

Its First Selectman
Duly Authorized

Stratton Brook

2626

VOL 286 PAGE 0214

STATUTORY FORM WARRANTY DEED

THE ETHEL WALKER SCHOOL, INCORPORATED, a Connecticut corporation whose principal office is in Simsbury, Connecticut ("Grantor") for consideration paid, grants to THE TOWN OF SIMSBURY, a municipal corporation whose territorial limits are within the County of Hartford and State of Connecticut ("Grantee") with WARRANTY COVENANTS a parcel of land situated in the Town of Simsbury, County of Hartford and State of Connecticut, on the westerly side of Stratton Brook Road.

Said premises are shown as "Area: 65.00 Acres" on a map entitled "Map of Land to be Conveyed to Town of Simsbury Stratton Brook Road Simsbury Connecticut Scale 1' = 100'--April 1985" prepared by Hodge Surveying Associates, P.C., which map is to be filed in the office of the Simsbury Town Clerk, said premises are bounded and described as follows:

Beginning at a point on the westerly side of Stratton Brook Road at the northeasterly corner of land now or formerly of the Grantee and a southeasterly corner of the land herein described; thence running S 64° 41' 14" W, 619.00 feet to a point; thence running S 31° 55' 51" W, 710.91 feet to a point; thence running S 51° 45' 18" E, 394.00 feet to a point; thence running S 27° 00' 02" E, 165.00 feet to a point; the last four (4) courses being along said land now or formerly of the Grantee; thence running S 28° 17' 03" W along land now or formerly of The Missionary Society of the Diocese of Connecticut, 47.62 feet to a point; thence running N 61° 32' 23" W along land shown as "Mountain View Park Subdivision" on said map, 2,610.11 feet to a point; thence running N 02° 51' 20" E, 787.16 feet along other land of the Grantor to a point on the southerly side of Town Forest Drive; thence running N 77° 52' 23" E, along Town Forest Drive, 719.42 feet to land now or formerly of the State of Connecticut; thence running S 60° 14' 42" E along said land now or formerly of the State of Connecticut, 813.98 feet to a point; thence running S 61° 32' 11" E, 368.05 feet to a point; thence running S 62° 04' 36" E, 611.42 feet to a point; thence running N 27° 44' 37" E, 238.97 feet to Fawnbrook Lane, the last three (3) courses being along land shown as "Fawnbrook Subdivision" on said map; thence running S 62° 07' 55" E along Fawnbrook Lane, 30.52 feet to a point; thence running along Fawnbrook Lane in a curve to the left having a radius of 384.08 feet a distance of 300.47 feet to a point; thence running S 66° 27' 25" E, 22.31 feet to Stratton Brook Road; thence running southerly along Stratton Brook Road in a curve to the left, having a radius of 674.36 feet a distance of 205.06 feet to the point of beginning.

Said premises are conveyed together with (a) a right of way along the northerly boundary of land now or formerly of the Parish of St. Alban's Church, which right of way was reserved by Grantor in a deed from Grantor to said Parish of St. Alban's Church dated November 17, 1967 and recorded in Volume 168 at Page 58 of the Simsbury Land Records; and (b) such rights which Grantor may now have by virtue of a reservation contained in said deed to the Parish of St. Alban's Church of the right to draw water from a water storage tank and other rights appurtenant thereto, as set forth in said deed.

Grantor excepts and reserves for itself, its successors and assigns, a 50 foot wide easement for access, by foot and motor vehicle, to other land of Grantor adjoining on the west and south. Grantor shall have the right to pave, maintain and repair a road within the easement area. The location of this easement shall be

CONVEYANCE TAX PAID
\$ <u>NIL</u> Receipt # <u>62389</u>
<i>Maureen G. Gresh</i>
Town Clerk, Simsbury, Conn.

as shown on the aforesaid map, but Grantee shall have the right to relocate said easement over other portions of the premises, provided that (a) if no paved road has been constructed in the easement area at the time of its relocation, the construction of a paved road in the new location shall be no more costly than in the original location, or (b) if a paved road has been constructed in the easement area at the time of its relocation, Grantee shall construct an equivalent paved road in the new location, at no expense to Grantor before the relocation becomes effective.

Signed this 19th day of April, 1985.

Witnessed by:

Ann J. Angelo
Ann J. Angelo

THE ETHEL WALKER SCHOOL, INCORPORATED

Deborah R. Trumbly
Deborah R. Trumbly

By Claudia R. Burch
Claudia R. Burch
Its President

STATE OF CONNECTICUT)
) ss. Simsbury
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 19th day of April, 1985, by Claudia R. Burch, President of The Ethel Walker School, Incorporated, on behalf of the corporation, as her and its free act and deed.

Ann J. Angelo
Ann J. Angelo
Notary Public
My Commission Expires:
March 31, 1989



Ethel Walker Woods

Doc ID: 000491310013 Type: LAN
BK 740 PG 33-45

CONSERVATION EASEMENT AND AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, The Ethel Walker School, Incorporated ("School"), a Connecticut nonstock corporation, having a mailing address of 230 Bushy Hill Road, Simsbury, CT 06070, (hereinafter , together with its successors and assigns, GRANTOR) holds title to 50+/- acres of real property, (hereinafter the "Protected Property");

WHEREAS, in addition to its considerable value as a natural area and source of public drinking water, said property is also a scenic resource of the State of Connecticut and can provide significant aesthetic and recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land will yield a significant public benefit by protecting the quality of associated riverine and drinking water, maintaining the scenic qualities of the property, and conserving the important habitats and the wildlife associated with them;

WHEREAS, the parties intend that the Grantor will remain the fee owner of the Protected Property and the use of the Protected Property shall be subject to the restrictions set forth in this Conservation Easement;

WHEREAS, The Town of Simsbury, a municipal corporation specially chartered under the laws of the State of Connecticut will be the Holder of the Conservation Easement, after this called "Holder".

WHEREAS, the anticipated use of the land by the Grantor is consistent with the Holder's conservation and preservation interests, and the Grantor has a shared interest with Holder in seeing that these conservation-minded practices continue;

WHEREAS, the parties to this conservation easement agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by Holder;

NOW, THEREFORE, GRANTOR, for One Dollar and other good and valuable consideration received to its full satisfaction of the HOLDER, and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation Easement, of the nature and character and to the extent hereinafter set forth, over the Protected Property, as described in Exhibit A, attached hereto.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its undeveloped, natural, scenic, forested, and/or open space condition as an important scenic resource, to preserve important wetland and upland habitat, to provide opportunities for public recreation, and for the protection of water quality and the public water supply (hereinafter "Conservation Values or Interests"), while preventing any use of the Protected Property that will significantly impair or interfere with the Conservation Values or Interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, billboard or other advertising structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation purposes above:

- a) Grantor reserves the right to maintain existing driveways, footpaths, trails and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational, equestrian and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths, trails, or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.
- b) Grantor reserves the right to use the Protected Property for all purposes for which the Protected Property is currently used, including but not limited to, its athletic, recreational, educational and

NO CONVEYANCE TAX COLLECTED
ASST. TOWN CLERK, SIMSBURY, CT
Book: 740 Page: 33

Equestrian Program and for no other purpose, for the benefit of Grantor, and its students, employees and invitees. The term "Equestrian Program" shall mean School's equestrian program which is more particularly described on Exhibit B hereto and Grantor may also use the Protected Property for all activities designated as Permitted Activities on the Summary Description of the Conservation Area attached hereto and incorporated herein as Exhibit D.

- c) In furtherance of its Equestrian Program, Grantor shall have the right from time to time to install, maintain, repair and replace permanent and temporary jumps and fences of different heights on the Protected Property. It is understood that the installation of said jumps and fences may require the placement of poles and posts into the ground. From time to time School may move or redesign its cross country course to accommodate changing terrain conditions and/or equestrian procedures and to accommodate any change in regulations or standards of the USEF- United States Equestrian Federation, USEA- United States Eventing Association, NEHC- New England Horseman's Council, or CHJA- Connecticut Hunter-Jumper Association and any replacement or additional organizations governing equestrian eventing.
 - d) To ensure public safety on specific days when equestrian events or forest management activities or trail management activities are taking place on the Protected Property, the School may temporarily close public access to the Protected Property in order to safely conduct such activities. Such access shall be restored upon termination of the equestrian event or forest or trail management activity.
 - e) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.
 - f) Grantor reserves the right to manage and monitor the Protected Property for the protection of specific habitat and/or species, for the conservation of natural resources, including water, and to preserve and enhance its use as a recreational and educational resource, including equestrian use. Such management activities may include, but are not limited to:
 - 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
 - 2) The mowing and maintenance of fields;
 - 3) Grantor may engage in sound forest management practices, including, but not limited to: (a) selective pruning and cutting to implement recreation and other uses allowed under the provisions of this easement, and to prevent, control or remove hazards, disease or insect damage, fire, or to preserve the present condition of the Protected Property including vistas, woods roads, and trails, or (b) forestry practices in accordance with a plan prepared by a professional forester (which may include the State Forester) designed to protect the conservation values or interests of the Protected Property, including without limitation, scenic and wildlife habitat values.
 - 4) The removal of trees, shrubs and other vegetation in connection with the goals and uses permitted under this Easement as part of an approved Forest Management Plan;
 - 5) The right to grant access to the site for research;
 - 6) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.
- f) Grantor reserves the right to access the Protected Property at any time by foot, horseback or by non-motorized vehicles or motorized vehicles as is reasonably necessary in exercising any of the reserved rights of Grantor herein or in the exercise of management of the Protected Property, emergency access or egress, or as required by the police, fire officials, or emergency response units or other local, state or federal government agents in carrying out their lawful duties, or as otherwise required by State or Federal law.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. Grantor may enter into an agreement with one or more other entities to assist it in fulfilling its management responsibilities. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property from dawn to dusk to use the trails and trail systems as depicted on the Trail Map attached as Exhibit C for passive recreation as they may exist or be developed. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized). Dogs are allowed on the Protected Property provided they are kept on a leash at all times. Other recreational uses consistent with the provisions of this agreement may be allowed on the Protected Property, provided that they are designed and implemented in a manner that minimizes the potential impact to resource protection purposes hereinabove stated.

Grantor agrees to develop and maintain a network of trails as generally shown on Exhibit C to be used by the public for passive recreation. There shall be no public camping, hunting, fires of any sort, collection of plants, fruits or wildlife, or feeding of wildlife except in connection with Grantor classroom activities, no destruction of wildlife or habitat, application of pesticides or herbicides except as permitted pursuant to an approved Forest Management Plan,

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property, nor are uses permitted which are or have the potential to be detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural conditions, diking, draining, filling, dredging or removal of wetlands, or mining activities.

5. Water Protections and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees there from and from any claims for damages which arise there from, except for harm caused by the negligent act or misconduct of Holder, its officers, agents, employees or contractors, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement., Holder is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder or any pending transfer at least thirty (30) days in advance.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, which are prior in right to this Conservation Easement. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state, **consistent with its right to maintain all current uses.**

d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt

requested, addressed to:

State of Connecticut
Department of Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to each of the following:

The Ethel Walker School Incorporated
230 Bushy Hill Road
Simsbury, CT. 06070
Attention: Head of School

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

11. Assignment of Holder's Interest. The Holder shall have the right, but not the obligation, to assign its interest in this Conservation Easement to the State of Connecticut at any time, provided that the Holder delivers advance written notice to the Grantor of its intention. Except as set forth in this Paragraph 11, the Holder's interest in this Conservation Easement shall not be assigned.

12. Binding on Successors. This Conservation Easement shall be deemed a covenant running with the land and shall be binding upon the parties and also upon their heirs, personal representatives, assigns, and other successors in interest.

SIGNATURE PAGE FOLLOWS

EXHIBIT A

The land upon which this permanent conservation will be granted by The Ethel Walker School, Incorporated is described further by means of the following property description.

A certain piece or parcel of land referred to as Conservation Easement #1 on a map or plan entitled "Property Survey Showing Proposed Parcels to be Conveyed to The Town of Simsbury Ethel Walker School Bushy Hill Road (Route 167) & Town Forest Road Simsbury, Connecticut Milone & MacBroom 99 Realty Drive Cheshire, Connecticut 06410 Scale 1"=100' Date: March 2, 2007 Sheets 1 of 5 through 5 of 5" which map or plan is on file with the Town Clerk of the Town of Simsbury to which reference may be had and which piece or parcel of land is more particularly described as follows:

TO WIT:

Area: 1,968,380 square feet, 45.188 acres

A certain parcel of land situated in the Town of Simsbury, County of Hartford, and State of Connecticut being more particularly bounded and described as follows:

Beginning at a point on the westerly streetline of Bushy Hill Road (Route 167), said point being marked by a CHD Monument located 303.97 feet northeasterly of the division line between Parcel C and land now or formerly of Ethel Walker School when measured along said streetline;

thence running North 38°-06'-23" West 52.51 feet to a point, thence turning and running South 83°-24'-48" West 259.39 feet to a point, thence turning and running North 88°-10'-21" West 45.90 feet, all along land now or formerly of Ethel Walker School, to a point;

thence running along a counterclockwise curve, having a radius of 350.00 feet, 280.25 feet to a point, thence turning and running North 67°-18'-37" West 133.28 feet to a point, thence turning and running North 16°-13'-44" East 670.04 feet to a point, thence turning and running North 07°-17'-40" West 143.65 feet to a point, thence turning and running North 27°-20'-13" East 167.55 feet, all along Parcel C, to a point;

thence running South 62°-39'-47" East 30.00 feet to a point, thence turning and running North 27°-20'-13" East 263.28 feet to a point, thence turning and running North 19°-08'-14" East 95.47 feet to a point, thence turning and running North 70°-51'-05" West 210.54 feet, all along land now or formerly of Ethel Walker School, to a point;

thence running North 16°-16'-20" East 1,253.07 feet along Parcel C to a point;

thence running South 70°-50'-51" East 604.28 feet along land now or formerly of Marjorie L. Clark, land now or formerly of Michael J. Robinson and Tracey L. Robinson, along Wren Way, land now or formerly of David L. Lardie and Jo-Ann M. Lardie and land now or formerly of John J. Paschkewitz, each in part, to a point;

thence running South 19°-09'-09" West 1,250.28 feet to a point, thence turning and running South 40°-23'-39" West 211.04 feet to a point, thence turning and running along a clockwise curve, having a radius of 105.00 feet, 121.87 feet to a point, thence turning and running South 16°-53'-52" West 190.13 feet to a point, thence turning and running South 73°-06'-08" East 186.17 feet to a point, thence turning and running North 16°-53'-52" East 257.32 feet to a point, thence turning and running South 76°-11'-20" East 565.70 feet to a point, thence turning and running South 14°-45'-52" West 47.77 feet to a point, thence turning and running South 75°-14'-08" East 207.26 feet, all along land now or formerly of Ethel Walker School, to a point;

thence running South 14°-45'-52" West 294.33 feet to a point, thence turning and running South 15°-53'-08" West 127.35 feet to a point, thence turning and running along a clockwise

curve, having a radius of 720.00 feet, 259.71 feet to a point, thence turning and running along a clockwise curve, having a radius of 560.00 feet, 355.29 feet to a point, thence turning and running along a counterclockwise curve, having a radius of 825.00 feet, 302.69 feet, all along the westerly streetline of Bushy Hill Road (Route 167), to the point of the beginning.

Excluding a rectangular parcel measuring 256.00 feet by 135.00 feet located within the above-described easement area.

Being more particularly bounded and described on a map entitled: "Property Survey, Showing Proposed Parcels to be Conveyed to the Town of Simsbury, Ethel Walker School, Bushy Hill Road (Route 167) & Town Forest Road, Simsbury, Connecticut," Dated: March 2, 2007, Scale: 1"=100' and Prepared by: Milone & MacBroom, Inc.

AND

A certain piece or parcel of land referred to as Conservation Easement #2 on a map or plan entitled "Property Survey Showing Proposed Parcels to be Conveyed to The Town of Simsbury Ethel Walker School Bushy Hill Road (Route 167) & Town Forest Road Simsbury, Connecticut Milone & MacBroom 99 Realty Drive Cheshire, Connecticut 06410 Scale 1"=100' Date: March 2, 2007 Sheets 1 of 5 through 5 of 5" which map or plan is on file with the Town Clerk of the Town of Simsbury to which reference may be had and which piece or parcel of land is more particularly described as follows:

TO WIT:

Area: 170,590 square feet, 3.916 acres

A certain parcel of land situated in the Town of Simsbury, County of Hartford, and State of Connecticut being more particularly bounded and described as follows:

Beginning at a point on the westerly streetline of Bushy Hill Road (Route 167) at the division line between land now or formerly of Everett R. Granger and Theresa A. Granger and the parcel herein described;

thence running North 55°-30'-49" West 212.81 feet along land now or formerly of Everett R. Granger and Theresa A. Granger to a point;

thence running North 16°-13'-44" East 483.84 feet to a point, thence turning and running South 67°-18'-37" East 121.96 feet to a point, thence turning and running along a clockwise curve having a radius of 250.00 feet, 211.33 feet to a point, thence turning and running South 18°-52'-41" East 105.62 feet to a point, thence turning and running along a counterclockwise curve having a radius of 250.00 feet, 85.33 feet to a point, thence turning and running South 38°-26'-07" East 50.15 feet, all along Parcel C, to a point;

thence running along a clockwise curve, having a radius of 1,600.00 feet, 363.97 feet along the westerly streetline of Bushy Hill Road (Route 167) to the point of beginning.

Being more particularly bounded and described on a map entitled: "Property Survey, Showing Proposed Parcels to be Conveyed to the Town of Simsbury, Ethel Walker School, Bushy Hill Road (Route 167) & Town Forest Road, Simsbury, Connecticut," Dated: March 2, 2007, Scale: 1"=100' and Prepared by: Milone & MacBroom, Inc.

Said property is subject to the following permitted encumbrances:

1. Rights in and to land formerly set apart by the State of Connecticut for a highway, bounding on the west of a parcel conveyed by David Stuart Dodge to The Ethel Walker School, Incorporated, by Deed dated June 25, 1917 and recorded in Volume 59 at Page 221 of the Simsbury Land Records. AFFECTS Dodge Parcel, First Piece Only.
2. Rights in and to land formerly set apart by the State of Connecticut for a highway, bounding on the west of a parcel conveyed by David Stuart Dodge to The Ethel Walker School, Incorporated, by Deed dated June 25, 1917 and recorded in Volume 59 at Page 221 of the Simsbury Land Records. AFFECTS Dodge Parcel, First Piece and Second Piece.
3. Right of Way Easement for electric distribution system from The Ethel Walker School, Inc. to The Simsbury Electric Company, dated January 30, 1920 and recorded February 14, 1920 in Volume 59 at Page 369 of the Simsbury Land Records (Map No. 71). AFFECTS Dodge Parcel, First Piece and Second Piece.
4. Easement from for electric distribution easement from The Ethel Walker School, Incorporated to The Simsbury Electric Company, dated May 19, 1923 and recorded May 29, 1923 in Volume 63 at Page 122 of the Simsbury Land Records. AFFECTS Dodge Parcel, First Piece and Second Piece. Note: Some property of The Simsbury Electric Co. was transferred to The Ethel Walker School, Inc. by instrument dated May 21, 1942 and recorded June 5, 1942 in Volume 79 at Page 28 of the Simsbury Land Records.
5. Indenture of indefinite term between Simsbury Electric Company and The Ethel Walker School, Inc., dated May 21, 1942 and recorded June 4, 1942 in Volume 79 at Page 30 of the Simsbury Land Records. AFFECTS Dodge Parcel, First Piece and Second Piece.
6. Easement for drainage from The Ethel Walker School, Incorporated to the State of Connecticut, dated September 18, 1952 and recorded November 4, 1952 in Volume 100 at Page 121 of the Simsbury Land Records (Map No. 446). AFFECTS Dodge Parcel, First Piece and Second Piece.
7. Drainage right of way from The Ethel Walker Smith Company, Inc. to the State of Connecticut, dated July 19, 1961 and recorded in Volume 134 at Page 212B of the Simsbury Land Records (Map No. 964). AFFECTS Dodge Parcel, First Piece and Second Piece.
8. Reservation of ten-foot right of way for pedestrian and vehicular traffic, as set forth in a Quit Claim Deed from The Ethel Walker Smith Company, Incorporated to The Ethel Walker School, Incorporated, dated September 26, 1962 and recorded October 11, 1962 in Volume 140 at Page 177 of the Simsbury Land Records (Map No. 1062). Note: Both the burdened parcel and the benefited parcel are now owned by The Ethel Walker School, Incorporated. AFFECTS Dodge Parcel, First Piece and Second Piece.
9. Any rights which may exist in an old road shown on a map entitled "Property of George F. Chandler surveyed for Ethel Walker School, Inc. Simsbury, Conn. Scale: 1 inch - 100 feet Sept., 1931 H.S. Freeman, Civil & Consulting Engineer West Hartford, Conn." (Map No. 111). AFFECTS Chandler Parcel.
10. Right of way of the Town of Simsbury in and to an old abandoned highway, sometimes called the Pent Road, as set forth in a Warrantee Deed from Kate Stocking to Wilbur F. Stocking, dated and recorded February 28, 1919 in Volume 59 at Page 310 and in a Warranty Deed from Davis D. Stocking to Wilbur F. Stocking, dated February 19, 1921 and recorded March 26, 1921 in Volume 59 at Page 447; all of the Simsbury Land Records. AFFECTS Wilbur F. Stocking Parcel
11. Right to maintain water pipes and to obtain a supply of water, as described in a Warranty Deed from Charles M. Andrews and Evangeline W. Andrews to The Ethel Walker School, Inc., dated December 8, 1919 and recorded December 11, 1919 in Volume 59 at Page 353 of the Simsbury Land Records. AFFECTS Andrews Parcel.
12. The effect, if any, of an Option to repurchase properties known as "Four Corners" (Bushy Hill Road) and "Pumping Station" (186 Stratton Brook Road) as set forth in an Agreement by and between The Ethel Walker School, Inc. and Charles M. Andrews and Evangeline W. Andrews, dated December 10, 1919 and recorded December 12, 1919 in Volume 59 at Page 351 of the Simsbury Land Records. AFFECTS Andrews Parcel.
13. Any right to draw water from a water storage tank and other rights appurtenant thereto, which Grantor may have by virtue of a reservation contained in a Warranty Deed from The Ethel Walker School, Incorporated to the Parish of St. Alban's Church dated November 17, 1967 and recorded in Volume 168 at Page 58; as set forth in a Warranty Deed from The Ethel Walker School, Incorporated to The Town of Simsbury, dated April 19, 1985 and recorded April 24, 1985 in Volume 286 at Page 214; all of the Simsbury Land Records. Note: The map cited in the deed in Volume 168 at Page 58 is not on file. AFFECTS Andrews Parcel.
14. Reservation of right to have water supplied from a spring and pumping station situated on subject

premises, as reserved by Charles M. Andrews and Evangeline W. Andrews in a Warranty Deed to Ethel Walker School, Inc., dated December 8, 1919 and recorded December 11, 1919 in Volume 59 at Page 353 of the Simsbury Land Records. AFFECTS 186 STRATTON BROOK ROAD

15. The effect, if any, of an Option to repurchase properties known as "Four Corners" (Bushy Hill Road) and "Pumping Station" (186 Stratton Brook Road) as set forth in an Agreement by and between The Ethel Walker School, Inc. and Charles M. Andrews and Evangeline W. Andrews, dated December 10, 1919 and recorded December 12, 1919 in Volume 59 at Page 351 of the Simsbury Land Records. AFFECTS 186 STRATTON BROOK ROAD
16. Fifty-foot building line as shown on Subdivision Map (Map No. 832 of the Simsbury Land Records). AFFECTS 42 LONGVIEW DRIVE
17. Real Estate Development Permanent Easement from Sidney Moss Real Estate, Inc. to the Southern New England Telephone Company, dated November 2, 1956 and recorded November 5, 1956 in Volume 117 at Page 130 of the Simsbury Land Records. AFFECTS 42 LONGVIEW DRIVE
18. Easement from Garwood Construction Company, Inc. to The Hartford Electric Light Company, dated October 2, 1969 and recorded November 6, 1969 in Volume 181 at Page 36 of the Simsbury Land Records. AFFECTS 42 LONGVIEW DRIVE
19. Drainage Right of Way from Garwood Construction Company, Inc. to Town of Simsbury, dated May 22, 1972 and recorded September 6, 1972 in Volume 199 at Page 997 of the Simsbury Land Records. AFFECTS 42 LONGVIEW DRIVE
20. The effect, if any, of notes and conditions on a Map entitled "Property of Edson C. Stocking, Bushy Hill Road, Simsbury, Connecticut, Scale 1"=100', August 1967 Office of Harold R. Sanderson, C.E. & L.S., Bloomfield, Connecticut" (Map No. 1292). AFFECTS Bushy Hill Road Assessor's MBL D14-318-9A
21. Building setback line, notes and conditions shown on Maps Nos. 1745 and 1747. Note: The deed of acquisition by The Ethel Walker School, Incorporated, cites a subdivision map of "Woodhaven" dated November 28, 1973. The maps of "Woodhaven" filed on the Simsbury Land Records are dated November 18, 1974 and revised March 25, 1975. AFFECTS 38 Woodhaven Drive
22. Restrictive covenant that subject premises be used only for residential and noncommercial recreational purposes, as set forth in a Warranty Deed from Helen S. Kaman to Roger P. Morgan, Trustee, dated and recorded March 7, 1975 in Volume 213 at Page 485 of the Simsbury Land Records. AFFECTS 38 Woodhaven Drive.
23. Electric Distribution Easement from Roger P. Morgan, Trustee, Mary G. Young and Helen Kaman to The Hartford Electric Light Company, dated May 30, 1975 and recorded June 23, 1975 in Volume 214 at Page 1044 of the Simsbury Land Records. AFFECTS 38 Woodhaven Drive

EXHIBIT B

EQUESTRIAN PROGRAM

1. Training of horses and riders by riding over the Protected Property, which may include jumping over jumps and fences of different heights which School has placed on the Protected Property.
2. Pleasure riding by students, instructors and invitees of School on the Protected Property.
3. Undertaking competitive horse shows and riding events on the Protected Property, which may include a cross country course involving the placement of jumps and fences on the Protected Property over which horses and riders jump. Riders may be school students or may have no affiliation with School.
4. Pasturing and exercising horses in paddocks on the Protected Property.
5. Allowing horses to roam in fenced in pastures on the Protected Property.

EXHIBIT C

Trail System Map

EXHIBIT C

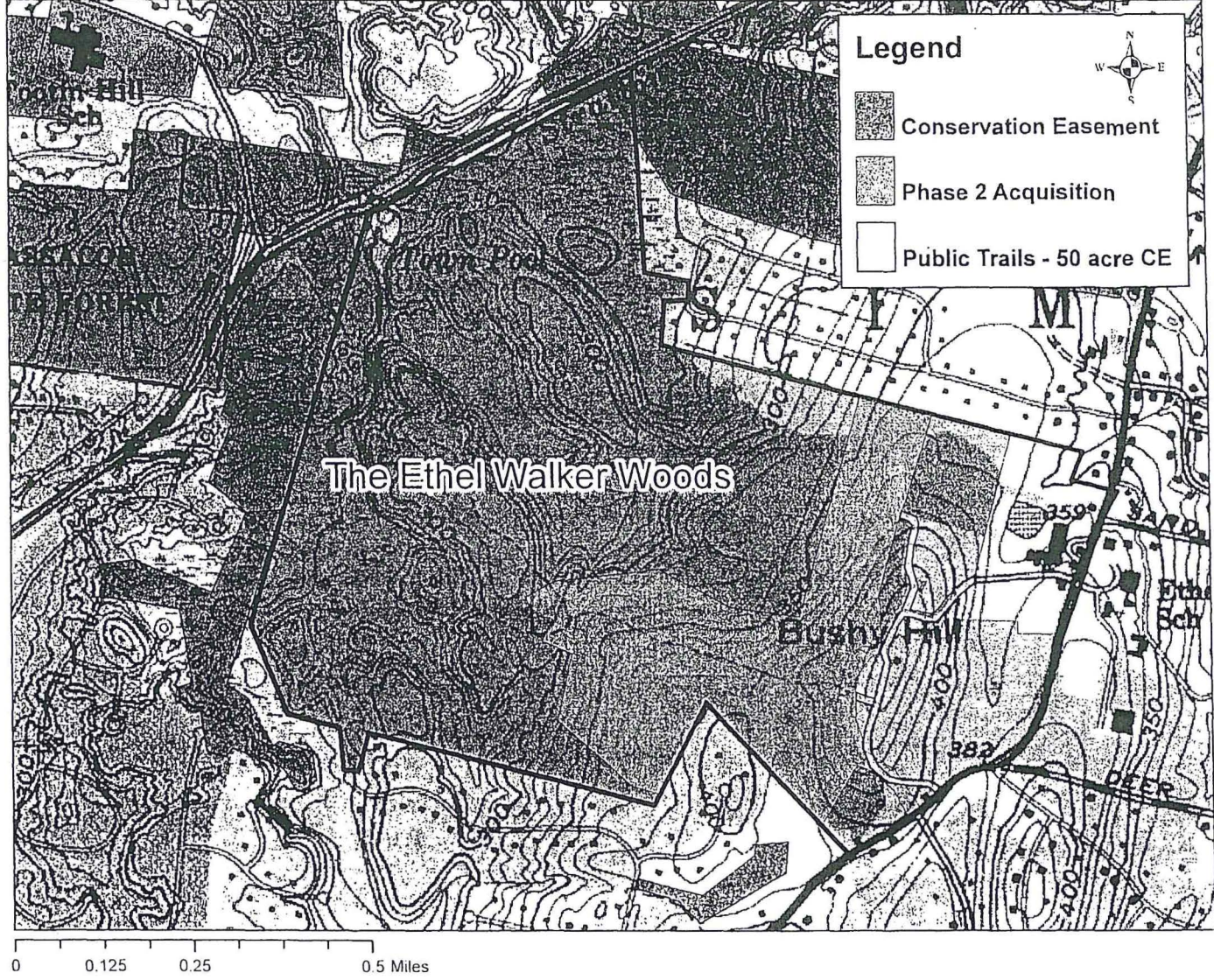


Exhibit D

Summary of Agreed Upon Uses and Restrictions from executed June 14, 2007 Letter of Agreement between TPL and The Ethel Walker School

Uses and Restrictions: The Conservation Easement will allow the following uses and establish the following restrictions.

1. Prohibitions:

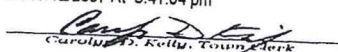
- a. Subdivision of the property;
- b. The construction or placing of buildings, roads, billboards or other advertising, or other structures on or above ground except in accordance with a recreational or equestrian use by the School;
- c. The dumping or placing of soil or other substances or material as landfill, or dumping of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials;
- d. Public Camping;
- e. Fires of any sort;
- f. The removal or destruction of trees, shrubs or other vegetation except as allowed pursuant to 2. below;
- g. The collecting of plants, fruits or wildlife, or the feeding of wildlife except in connection with School classroom activities;
- h. The destruction of wildlife or its habitat, the application of pesticides or herbicides except as allowed pursuant to 2.c below, or any other activity or use which is or has the potential to be detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural conditions;
- i. Diking, draining, filling, dredging or removal of wetlands;
- j. Motorized off-road vehicles except in connection with the maintenance of the property and/or emergency access or egress;
- k. Commercial or Industrial activities of any sort;
- l. Mining or removal of soils from the encumbered property;
- m. The cutting and/or removal of standing dead trees or lying logs unless they constitute a public hazard;
- n. Hunting;
- o. Paving of trails, parking lots, or any other area within the boundary of the Conservation Easement;
- p. No trash receptacles will be placed on the property. What is brought in shall be brought out.

1. Permitted Activities

- a. Public Access will be permitted from dawn to dusk;
- b. The property owner will be permitted to remove trees, shrubs, or other vegetation as part of a Forest Management Plan to be submitted to and approved by the holder(s) of the Conservation Easement, and subject to bi-annual review and revision as necessary and in connection with the activities of f. and g. below;
- c. The property owner will be permitted to maintain existing fields on the property by mowing as necessary;
- d. Fishing will be allowed. A current DEP fishing permit will be required;
- e. Dogs will be allowed, but must be on a leash at all times;
- f. Horseback riding, equestrian events and the holding of equestrian competition in connection with the School;
- g. Construction of riding trails and jumps with the prohibitions in 1. above whether such uses are temporary or permanent;
- h. Such other uses as are not inconsistent with the prohibitions above

Maintenance and Enforcement: Enforcement of the provisions of the Conservation Easement shall be the responsibility of the holder of the Conservation Easement.

Received for Record at Simsbury, CT
On 07/12/2007 At 3:41:04 pm


Carol D. Kelly, Town Clerk

Allyson L. Clarke

Land Acquisition & Management Division
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Doc ID: 000907110002 Type: LAN
BK 798 PG 385-386

VOLUME _____
AGE _____

**ASSIGNMENT OF ETHEL WALKER SCHOOL
CONSERVATION EASEMENT AND AGREEMENT**

For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Town of Simsbury (the "Assignor"), a municipal corporation having its territorial limits within the County of Hartford, State of Connecticut, specially chartered under the laws of the State of Connecticut, hereby assigns, transfers and sets over to The State of Connecticut, (the "Assignee"), its successors and assigns forever, an undivided one-half interest in and to Assignor's right, title and interest in the Conservation Easement and Agreement from Ethel Walker School to the Town of Simsbury, dated June 18, 2007 and recorded in the Simsbury land records in Volume 740 at Page 33. It is the intention of this Assignment to assign Assignor's rights related to the Conservation Easement and Agreement so that the respective rights thereunder may be exercised by either the Assignor, the State of Connecticut, or both. The land which the Conservation Easement encumbers is more fully described on Schedule A, attached.

TO HAVE AND TO HOLD the above assigned rights and easements unto it, the said Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument effective as of July 7, 2010.

TOWN OF SIMSBURY

Mary A. Glassman
Mary A. Glassman
First Selectman
Duly Authorized
July 7, 2010
Date

WITNESSES

[Signature]
Name Kevin B. Kane
[Signature]
Name Richard M. Scibitzke

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS. TOWN OF SIMSBURY

The foregoing instrument was acknowledged before me this 7th day of July, 2010, by Mary A. Glassman, First Selectman, Town of Simsbury, Connecticut.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires 12-31-2014

STATE OF CONNECTICUT

The foregoing Assignment is accepted this 15th day of July, 2010, by Amey W. Marrella, Commissioner, Department of Environmental Protection, pursuant to Connecticut General Statute Section 7-131d(e).

[Signature] 7/14/10
for Amey W. Marrella Robert E. Kaliszewski
Commissioner
Department of Environmental Protection

WITNESSES

[Signature]
Name Michael Bosley
[Signature]
Name Armon [unclear]

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS. CITY OF HARTFORD

The foregoing instrument was acknowledged before me this 14th day of July, 2010, by Amey W. Marrella, Commissioner, Department of Environmental Protection, State of Connecticut.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires 2/28/2013

STATUTORY AUTHORITY
Connecticut General Statute
Section 7-131d(e)

APPROVED AS TO FORM

Richard Blumenthal
Attorney General
[Signature]
By: William B. Gendling
Associate Attorney General

7/29/10
Date

SCHEDULE A

The land upon which a permanent conservation easement has been placed is described further by means of the following property description.

A certain piece or parcel of land situated in the Town of Simsbury, County of Hartford, and State of Connecticut shown as "CONSERVATION EASEMENT #1 IN FAVOR OF TOWN OF SIMSBURY 1,949,210 S.F. 44.748 AC." and "CONSERVATION EASEMENT #2 IN FAVOR OF TOWN OF SIMSBURY 170,590 S.F. 3.916 ACRES" on a map or plan entitled "Property Survey Showing Proposed Parcels to be Conveyed to The Town of Simsbury Ethel Walker School Bushy Hill Road (Route 167) & Town Forest Road Simsbury, Connecticut" certified substantially correct by Robert A. Jackson, Jr., L.S. #11347, Milone & MacBroom, 99 Realty Drive, Cheshire, Connecticut 06410, (203) 271-1773 Fax (203) 272-9733 www.miloneandmacbroom.com, Scale 1"=100' Date: March 2, 2007 Sheet 3 of 5 Revised 3/3/09 on file with the Town Clerk in the Town of Simsbury as Map #3867 and Sheet 5 of 5 Dated March 2, 2007, Revised 3/3/09 on file with the Town Clerk of the Town of Simsbury as Map #3868, being more particularly bounded and described as follows:

CONSERVATION EASEMENT #1 – 44.748 ACRES:

Beginning at a point on the westerly street line of Bushy Hill Road (Route 167), said point being the southeasterly corner of the herein described parcel, marked by a CHD Monument, located 303.97 feet northeasterly of the division line between Parcel C and land now or formerly of Ethel Walker School when measured along said street line;

thence running North 38°-06'-23" West 52.51 feet to a point, thence running South 83°-24'-48" West 259.39 feet to a point, thence running North 88°-10'-21" West 45.90 feet, all along land now or formerly of Ethel Walker School, to a point;

thence running northwesterly along a curve to the left, having a radius of 350.00 feet and an arc length of 295.86 feet to a point, thence running North 67°-18'-37" West 133.28 feet, all along parcel C, to a point, said point being the southwesterly corner of the herein described parcel and an easterly point along land entitled "Parcel C To Be Deeded to The Town of Simsbury" on said map;

thence running North 16°-13'-44" East 670.04 feet to a point, thence running North 07°-17'-40" West 143.65 feet to a point, thence running North 27°-20'-13" East 167.55 feet, all along said Parcel C, to a point;

thence running South 62°-39'-47" East 30.00 feet to a point, thence running North 27°-20'-13" East 263.28 feet to a point, thence running North 19°-08'-14" East 95.47 feet to a point, thence running North 70°-51'-05" West 210.54 feet, all along land now or formerly of Ethel Walker School, to a point;

thence running North 16°-16'-20" East 1,253.07 feet again along said Parcel C to a point, said point bring the northeasterly corner of said Parcel C and the northwesterly corner of the herein described parcel ;

thence running South 70°-50'-51" East 604.28 feet along land now or formerly of Marjorie L. Clark, land now or formerly of Michael J. Robinson and Tracey L. Robinson, along Wren Way, land now or formerly of David L. Lardie and Jo-Ann M. Lardie and land now or formerly of John J. Paschkewitz, each in part, to a point; said point being the northeasterly corner of the herein described parcel;

thence running South 19°-09'-09" West 1,250.28 feet to a point, thence running South 40°-23'-39" West 211.04 feet to a point, thence running southwesterly along a curve to the right, having a radius of 105.00 feet and an arc length of 121.87 feet to a point, thence running South 16°-53'-52" West 190.13 feet to a point, thence running South 73°-06'-08" East 186.17 feet to a point, thence running North 16°-53'-52" East 257.32 feet to a point, thence running South 76°-11'-20" East 565.70 feet to a point, thence running South 14°-45'-52" West 47.77 feet to a point, thence running South 75°-14'-08" East 207.26 feet, all along land now or formerly of Ethel Walker School, to a point on the westerly street line of Bushy Hill Road;

thence running South 14°-45'-52" West 294.33 feet to a point, thence running South 15°-53'-08" West 127.35 feet to a point, thence running southwesterly along a curve to the right, having a radius of 720.00 feet and an arc length of 259.71 feet to a point, thence running southwesterly along a curve to the right having a radius of 560.00 feet and an arc length of 355.29 feet to a point, thence running southwesterly along a curve to the left having a radius of 825.00 feet and an arc length of 302.69 feet, all along the westerly street line of said Bushy Hill Road (Route 167), to the point of the beginning.

Excluding two rectangular parcels known as "Excluded Area 1 N/F Ethel Walker School" and "Excluded Area 2 N/F Ethel Walker School" as shown on the afore referenced plan, the first measuring 256.00 feet by 135.00 feet and the second measuring 160.00 feet by 120.00 feet, located within the above-described easement area.

CONSERVATION EASEMENT #2 – 3.916 ACRES:

Beginning at a point on the westerly street line of Bushy Hill Road (Route 167) at the northeast corner of land now or formerly of Everett R. Granger and Theresa A. Granger and the southeast corner of the parcel herein described;

thence running North 55°-30'-49" West 212.81 feet along land of said Granger to a point being the southwesterly corner of the parcel herein described;

thence running North 16°-13'-44" East 483.84 feet to a point being the northwesterly corner of the parcel herein described, thence running South 67°-18'-37" East 121.96 feet to a point, thence running southeasterly along a curve to the right having a radius of 250.00 feet and an arc length of 211.33 feet to a point, thence running South 18°-52'-41" East 105.62 feet to a point, thence running southeasterly along a curve to the left having a radius of 250.00 feet and an arc length of 85.33 feet to a point, thence running South 38°-26'-07" East 50.15 feet, all along Parcel C, to a point, being the northeasterly corner of the parcel herein described;

thence running southwesterly along a curve to the right, having a radius of 1,600.00 feet and an arc length of 363.97 feet along the westerly street line of Bushy Hill Road (Route 167) to the point of beginning.



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

October 21, 2016

Lisa L. Heavner
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Stewardship of Town Open Space

Dear Lisa:

You have asked me to outline the roles and responsibilities of the Open Space Committee and the Conservation Commission regarding the stewardship and management of the Town's open space areas.

The Open Space Committee is defined in Charter Section 616. The role of the Committee is to "assist and advise the Board of Selectmen in identifying and evaluating land deemed suitable for acquisition and preservation and administering the fund for land acquisition and preservation".

The Conservation Commission is defined in Charter Section 605. The role of the Conservation commission is to exercise "all the powers and duties, not inconsistent with this Charter, as are now or may hereafter ben conferred or imposed on such Commission and on the Town Forest Commission by Section s 7-131, 7-131a, 22a-42 and 22-42a of the Connecticut General Statutes".

Those powers and duties are defined in General Statutes §7-131a, which states that the conservation commission "may supervise and manage municipally-owned open space or park property upon delegation of such authority by the entity which has supervisory or management responsibilities for such space or property".

The Open Space Committee's role is to "identify and evaluate land deemed suitable for acquisition and preservation". Once the open space land is acquired by the Town, the Conservation Commission is charged with authority to manage the land if that authority is delegated to the Commission. Therefore, under the Charter, the management of the Town's open space areas is more appropriately within the powers and duties of the Conservation Commission, not the Open Space Committee as defined by the Town Charter.

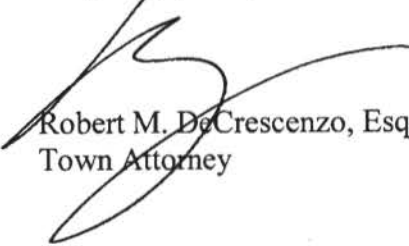
Updike, Kelly & Spellacy, P.C.

100 Pearl Street ■ PO Box 231277 ■ Hartford, CT 06123 (t) 860.548.2600 (f) 860.548.2680 www.uks.com
1395594

Lisa L. Heavner
Page 2
October 21, 2016

I trust this responds to your inquiry. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Products
2. **Date of Board Meeting:** January 14, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Eric Wellman, First Selectman
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen is supportive of the letter prepared by the Farmington Valley Collaborative on this topic, the following motion is in order:

Move, effective January 14, 2019 to authorize First Selectman Eric Wellman to sign the attached letter on behalf of the Board and the Town.

5. **Summary of Submission:**
The Board of Selectmen discussed this topic at your December 17, 2018 meeting. Since that time, the Farmington Valley Collaborative has prepared the attached draft letter which advocates for state legislation to raise the minimum age to purchase these products from the current age of 18 to a proposed age of 21. This item is on the agenda to determine if there is support from the Board to authorize the First Selectman to sign the attached letter on behalf of the full Board and Town.

Tobacco products have been known as addictive substances for quite some time now. Throughout the country there has been an initiative to raise the minimum age to purchase these products from the current age of 18 to a proposed age of 21. Proponents of this say it will help keep tobacco products out of schools and help keep the younger population away from the products. That will in turn lower the amount of people that are addicted to the products and in return will also allow the general population to be healthier. The Farmington Valley Health District believes this to be a public health issue and has prepared the attached memorandum on the topic.

In Connecticut, Hartford is the only municipality to pass an ordinance that has risen the purchase age to 21. An attachment to this cover memo provides a listing of municipalities throughout the country that have enacted ordinances to raise the purchase age to 21. Other Towns in Connecticut have started to discuss the sale of tobacco products. Avon's Council Chairperson requested discussion on the topic, which occurred at their November 14th meeting.¹ South Windsor's Mayor also requested

¹ Agenda item called "Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Product"

discussion on the topic, which occurred at their December 3rd Town Council meeting². In our neighboring state of Massachusetts 182 towns have increased the purchase age to 21.

The Federal purchase age is 18 years old, but the law does allow state and local laws to raise that age. The Connecticut General Assembly introduced Bill #164 in February 2018 to the Public Health Committee. This Bill is co-sponsored by 43 Senators and Representatives. This Bill passed the Public Health Committee by a 22-4 vote on March 26th. On April 18, 2018 it was referred to the Committee on Finance, Revenue and Bonding. At the Committee's April 24, 2018 the Bill was held from a vote.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Draft Farmington Valley Collaborative Letter
- b) Farmington Valley Health District Memorandum, re: Reducing Access to Tobacco and Vaping Products Among Youth
- c) Connecticut General Assembly Bill 164

² Agenda item titled, "Discussion Item: Changing the Age for the Purchase of Cigarettes, Vapor, Tobacco, and Paraphernalia (*requested by Mayor Anwar*)"

Farmington Valley Collaborative



A Voluntary Association of Farmington Valley Towns

Sent via E-mail

January 4, 2019

Senator Kevin Witkos
Senate Republican Office
LOB Room 3400
Hartford, CT 06106

State Representative Derek Slap
House Democratic Office
LOB Room 4036
Hartford, CT 06106

State Representative Leslee Hill

Hartford, CT 06106

Dear Senator Witkos & Representatives Slap and Hill:

The Farmington Valley Collaborative is a voluntary association of Towns including Avon, Barkhamsted, Burlington, Canton, East Granby, Farmington, Granby and Simsbury. We are writing to alert you to our serious concerns regarding the use of tobacco, nicotine and e-cigarette/vaping products by adolescents and young adults. While, these products pose health risks to all residents, individuals under the age of twenty-one are particularly vulnerable.

Tobacco use continues to be the leading cause of preventable death in the nation and is a known cause of cancer, heart disease and respiratory diseases.ⁱ Additionally, nicotine, a component of traditional tobacco products and e-cigarettes, is highly addictive and often serves as a gateway to other drugs, especially for youth, an age group that is particularly susceptible to nicotine's addictive qualities. While high taxes on tobacco products, existing smoke-free laws, and comprehensive tobacco cessation programs have proven to reduce tobacco use and save lives, we feel that further action should be taken to prevent youth and adolescent access, and addiction, to tobacco, nicotine and e-cigarette products.ⁱⁱ

It is our understanding that the General Assembly considered taking action on this important public health issue during the 2018 legislative session via Raised Bill No. 164, "An Act Raising the Legal Age to Purchase Tobacco to Twenty-one," which proposed raising the minimum legal age (MLA) to purchase tobacco, nicotine, and e-cigarette products. Unfortunately, as you may know, no action was taken on R.B. 164 during the 2018 session and in response, several

Connecticut municipalities, including members of the Farmington Valley Collaborative, began exploring the possibility of adopting local legislation that would raise the MLA for these products within the borders of the municipality in an effort to combat youth tobacco and e-cigarette use locally.

While protecting the health and safety of our residents is a critical function of a municipality, the adoption of comprehensive statewide legislation such as R.B. 164, rather than a patchwork of local ordinances, is essential to ensuring the health of all Connecticut youth, regardless of the Town in which they live. Further, as a practical matter, in a time when state government constantly requests that municipalities regionalize and establish practices that prevent unnecessary duplications of effort, the state should take the lead in addressing this matter and prevent 169 communities from spending the time, effort, and money to individually legislate this issue.

We were encouraged to see the article in the December 27, 2018 edition of the Hartford Courant entitled “State anti-vaping measures eyed” which indicated that several members of the General Assembly are interested in addressing the issue of underage use of tobacco and e-cigarette/vaping products.ⁱⁱⁱ In addition to reconsidering the 2018 proposal to raise the MLA for all tobacco, nicotine and e-cigarette products to age twenty-one, we understand that legislators are also considering proposals that would ban the use of flavorings in e-cigarettes, levy a new tax on e-cigarette products, and/or regulate the internet sale of e-cigarettes.

While each of these proposals should be given due consideration by the General Assembly, the Collaborative urges the legislature to prioritize legislation to raise the MLA, as the initial age of tobacco use is critical to the likelihood of continued use and addiction. The U.S. Department of Health and Human Services (DHHS) reports that approximately 95 percent of adult smokers began smoking before the age of twenty-one.^{iv} Alternatively, adults who have not tried smoking by their early twenties will most likely never smoke. Even cigarette manufacturers agree with these statistics. In 1982, a researcher from R.J. Reynolds Tobacco Company reported that *“If a man has never smoked by age 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one.”*^v

Additionally, delaying legal access to tobacco products will not only protect youth aged 18-21, it will also help to keep these products out of our schools, as high school students who have reached the MLA often serve as a social source of tobacco for their underage classmates.^{vi} This is especially important as DHHS reports that about 75 percent of adult smokers first try smoking before the age of 18.^{vii}

While data on the long-term benefits of legislation limiting youth and young adult access to tobacco and e-cigarette products, particularly raising the MLA, are limited, the movement to increase the minimum drinking age to twenty-one in the 1980s offers us an understanding of the likely public health benefits that a raised MLA can offer. In particular, raising the minimum drinking age has been associated with reduced alcohol consumption among youth and young adults, and has resulted in fewer alcohol-related crashes among this age group.^{viii}

In comparison, it is likely that raising the MLA will significantly reduce the number of young people who begin smoking at all; reduce deaths related to smoking; and improve the overall health of the adolescent and youth population.^{ix} These hypotheses are reflected in data available

from states and cities that have already implemented legislation to raise the MLA, such as California, New York City and Chicago.^x

As the 2019 legislative session begins, the Farmington Valley Collaborative urges the members of the General Assembly to continue to study and consider each of these proposals, particularly the proposal to raise the MLA, with the goal of adopting comprehensive legislation aimed at preventing adolescents and young adults from accessing these dangerous products in the short term, and improving overall public health over the long term.

Please do not hesitate to contact us with questions.

Sincerely,

Brandon Robertson
Town Manager

ⁱ U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014.

ⁱⁱ Increasing the Minimum Legal Sale Age for Tobacco Products to 21. (n.d.). Retrieved January 2, 2019, from <https://www.tobaccofreekids.org/assets/factsheets/0376.pdf>

ⁱⁱⁱ Lurye, R. (2018, December 27). Lawmakers eye anti-vaping measures like flavor ban, e-cigarette tax - Hartford Courant.

^{iv} U.S. Department of Health and Human Services. Substance Abuse and Mental Health Services Administration. Center of Behavioral Health Statistics and Quality. National Survey on Drug Use and Health, 2014.

^v RJ Reynolds, "Estimated Change in Industry Trend Following Federal Excise Tax Increase," September 10, 1982, Bates Number 513318387/8390.

^{vi} Institute of Medicine (now the National Academy of Medicine), *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*, Washington, DC: The National Academies Press, 2015.

^{vii} U.S. Department of Health and Human Services, 2014.

^{viii} Wagenaar, AC and Toomey, TL, "Effects of Minimum Drinking Age Laws: Review and Analyses of the Literature from 1960 to 2000," *J Stud Alcohol*, Supplement No. 14: 206-225, 2002; Hedlund, JH, Ulmer, RG, and Preusser, DF, "Determine Why There are Fewer Young Alcohol-Impaired Drivers, DOT HS 809 348, Final Report," U.S. Department of Transportation, National Highway Traffic Safety Administration, September 2001.

^{ix} Institute of Medicine, 2015.

^x Increasing the Minimum Legal Sale Age for Tobacco Products to 21



Farmington Valley Health District

95 River Road, Suite C ▪ Canton, CT 06019 ▪ Phone (860) 352-2333 ▪ Fax (860) 352-2542

Avon • Barkhamsted • Canton • Colebrook • East Granby • Farmington • Granby • Hartland • New Hartford • Simsbury

REDUCING ACCESS TO TOBACCO AND VAPING PRODUCTS AMONG YOUTH

The Farmington Valley Health District (FVHD) supports efforts that reduce access to and early initiation of smoking and vaping among youth including Tobacco 21-an initiative that would increase the legal age of purchase.

The Institute of Medicine concluded that raising the age of purchase to 21 would reduce initiation among youth age 15-17 by 25% and by 15% in those age 18-20. In the past year the prevalence of vaping nationally has **doubled** among this population. This trend holds true for Connecticut where it is estimated that more than 20% of twelfth graders and 10% of ninth graders are using vaping devices. Researchers say this is the largest increase ever seen in the 44 years that they have been tracking youth behaviors around substances including alcohol and tobacco products.

The majority of youth report using social networks including friends and family to obtain their tobacco and vaping products. By raising the age of purchase to 21, those who can legally obtain these products are less likely to be in the same social circles and less willing to purchase for underage groups.

The negative health implications from exposure to nicotine and vaping by-products are numerous. Nicotine adversely affects the developing brain. In our youth this can translate into mood disorders and permanent lowering of impulse control. The attention and learning centers of the brain are also affected. In addition, nicotine is a highly addictive substance and youth are far more susceptible. A popular brand of vaping has been shown to contain the same amount of nicotine in one “liquid pod” as a pack of cigarettes. Many teens report using one pod a day! Flavored vaping products are specifically aimed at enticing our youth and make the nicotine much more palatable. The by-products of vaping including aerosols, ultrafine particles, volatile organic compounds, heavy metals and some cancer-causing substances are also harmful to the lungs and other organs. While the health effects of long-term vaping have not been fully assessed, it is likely that additional adverse outcomes will emerge. Research is beginning to suggest that youth who vape are more likely to smoke cigarettes-a product that kills 50% of long-term smokers.



Senate

General Assembly

File No. 387

February Session, 2018

Senate Bill No. 164

Senate, April 10, 2018

The Committee on Public Health reported through SEN. GERRATANA of the 6th Dist. and SEN. SOMERS of the 18th Dist., Chairpersons of the Committee on the part of the Senate, that the bill ought to pass.

AN ACT RAISING THE LEGAL AGE TO PURCHASE TOBACCO TO TWENTY-ONE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsection (a) of section 12-286a of the general statutes is
2 repealed and the following is substituted in lieu thereof (*Effective*
3 *October 1, 2018*):

4 (a) Each distributor and each dealer, as defined in section 12-285,
5 shall place and maintain in legible condition at each point of sale of
6 cigarettes to consumers, including the front of each vending machine,
7 and each restricted cigarette vending machine a notice which states (1)
8 that the sale, giving or delivering of tobacco products, including
9 cigarettes, to any person under [~~eighteen~~] twenty-one years of age,
10 except a person described in subsection (g) of section 53-344, as
11 amended by this act, is prohibited by section 53-344, as amended by
12 this act, (2) the purchase or misrepresentation of age by a person under
13 [~~eighteen~~] twenty-one years of age, except a person described in

14 subsection (g) of section 53-344, as amended by this act, to purchase
15 cigarettes or tobacco products is prohibited by said section 53-344, and
16 (3) the penalties and fines for violating said section 53-344 and section
17 12-295a.

18 Sec. 2. Subsection (a) of section 12-295 of the general statutes is
19 repealed and the following is substituted in lieu thereof (*Effective*
20 *October 1, 2018*):

21 (a) The commissioner may suspend or revoke the license of any
22 dealer or distributor for failure to comply with any provision of this
23 chapter or regulations related thereto or for the sale or delivery of
24 tobacco in any form to a [minor under eighteen] person under twenty-
25 one years of age, except a person described in subsection (g) of section
26 53-344, as amended by this act, following a hearing with respect to
27 which notice in writing, specifying the time and place of such hearing
28 and requiring such dealer or distributor to show cause why such
29 license should not be revoked, is mailed or delivered to such dealer or
30 distributor not less than ten days preceding the date of such hearing.
31 Such notice may be served personally or by registered or certified mail.

32 Sec. 3. Section 53-344 of the 2018 supplement to the general statutes
33 is repealed and the following is substituted in lieu thereof (*Effective*
34 *October 1, 2018*):

35 (a) As used in this section:

36 (1) "Cardholder" means any person who presents a driver's license
37 or an identity card to a seller or seller's agent or employee, to purchase
38 or receive tobacco from such seller or seller's agent or employee;

39 (2) "Identity card" means an identification card issued in accordance
40 with the provisions of section 1-1h;

41 (3) "Transaction scan" means the process by which a seller or seller's
42 agent or employee checks, by means of a transaction scan device, the
43 validity of a driver's license or an identity card; and

44 (4) "Transaction scan device" means any commercial device or
45 combination of devices used at a point of sale that is capable of
46 deciphering in an electronically readable format the information
47 encoded on the magnetic strip or bar code of a driver's license or an
48 identity card.

49 (b) Any person who sells, gives or delivers to any person under
50 [eighteen] twenty-one years of age tobacco shall be fined not more
51 than two hundred dollars for the first offense, not more than three
52 hundred fifty dollars for a second offense within a twenty-four-month
53 period and not more than five hundred dollars for each subsequent
54 offense within a twenty-four-month period. The provisions of this
55 subsection shall not apply to a person under [eighteen] twenty-one
56 years of age who is delivering or accepting delivery of tobacco (1) in
57 such person's capacity as an employee, or (2) as part of a scientific
58 study being conducted by an organization for the purpose of medical
59 research to further efforts in tobacco use prevention and cessation,
60 provided such medical research has been approved by the
61 organization's institutional review board, as defined in section 21a-408.

62 (c) Any person under [eighteen] twenty-one years of age who
63 purchases or misrepresents such person's age to purchase tobacco in
64 any form or possesses tobacco in any form in any public place shall be
65 fined not more than fifty dollars for the first offense and not less than
66 fifty dollars or more than one hundred dollars for each subsequent
67 offense. For purposes of this subsection, "public place" means any area
68 that is used or held out for use by the public whether owned or
69 operated by public or private interests.

70 (d) (1) A seller or seller's agent or employee may perform a
71 transaction scan to check the validity of a driver's license or identity
72 card presented by a cardholder as a condition for selling, giving away
73 or otherwise distributing tobacco to the cardholder.

74 (2) If the information deciphered by the transaction scan performed
75 under subdivision (1) of this subsection fails to match the information
76 printed on the driver's license or identity card presented by the

77 cardholder, or if the transaction scan indicates that the information so
78 printed is false or fraudulent, neither the seller nor any seller's agent or
79 employee shall sell, give away or otherwise distribute any tobacco to
80 the cardholder.

81 (3) Subdivision (1) of this subsection does not preclude a seller or
82 seller's agent or employee from using a transaction scan device to
83 check the validity of a document other than a driver's license or an
84 identity card, if the document includes a bar code or magnetic strip
85 that may be scanned by the device, as a condition for selling, giving
86 away or otherwise distributing tobacco to the person presenting the
87 document.

88 (e) (1) No seller or seller's agent or employee shall electronically or
89 mechanically record or maintain any information derived from a
90 transaction scan, except the following: (A) The name and date of birth
91 of the person listed on the driver's license or identity card presented by
92 a cardholder; (B) the expiration date and identification number of the
93 driver's license or identity card presented by a cardholder.

94 (2) No seller or seller's agent or employee shall use a transaction
95 scan device for a purpose other than the purposes specified in
96 subsection (e) of section 53-344b, as amended by this act, subsection (d)
97 of this section or subsection (c) of section 30-86.

98 (3) No seller or seller's agent or employee shall sell or otherwise
99 disseminate the information derived from a transaction scan to any
100 third party, including, but not limited to, selling or otherwise
101 disseminating that information for any marketing, advertising or
102 promotional activities, but a seller or seller's agent or employee may
103 release that information pursuant to a court order.

104 (4) Nothing in subsection (d) of this section or this subsection
105 relieves a seller or seller's agent or employee of any responsibility to
106 comply with any other applicable state or federal laws or rules
107 governing the sale, giving away or other distribution of tobacco.

108 (5) Any person who violates this subsection shall be subject to a civil
109 penalty of not more than one thousand dollars.

110 (f) (1) In any prosecution of a seller or seller's agent or employee for
111 a violation of subsection (b) of this section, it shall be an affirmative
112 defense that all of the following occurred: (A) A cardholder attempting
113 to purchase or receive tobacco presented a driver's license or an
114 identity card; (B) a transaction scan of the driver's license or identity
115 card that the cardholder presented indicated that the license or card
116 was valid; and (C) the tobacco was sold, given away or otherwise
117 distributed to the cardholder in reasonable reliance upon the
118 identification presented and the completed transaction scan.

119 (2) In determining whether a seller or seller's agent or employee has
120 proven the affirmative defense provided by subdivision (1) of this
121 section, the trier of fact in such prosecution shall consider that
122 reasonable reliance upon the identification presented and the
123 completed transaction scan may require a seller or seller's agent or
124 employee to exercise reasonable diligence and that the use of a
125 transaction scan device does not excuse a seller or seller's agent or
126 employee from exercising such reasonable diligence to determine the
127 following: (A) Whether a person to whom the seller or seller's agent or
128 employee sells, gives away or otherwise distributes tobacco is
129 [eighteen] twenty-one years of age or older; and (B) whether the
130 description and picture appearing on the driver's license or identity
131 card presented by a cardholder is that of the cardholder.

132 (g) Notwithstanding the provisions of subsections (b) to (f),
133 inclusive, of this section, any person who is eighteen years of age or
134 older prior to October 1, 2018, may purchase and possess tobacco
135 products in any form.

136 Sec. 4. Section 53-344b of the 2018 supplement to the general statutes
137 is repealed and the following is substituted in lieu thereof (*Effective*
138 *October 1, 2018*):

139 (a) As used in this section and sections 21a-415 and 21a-415a:

140 (1) "Electronic nicotine delivery system" means an electronic device
141 that may be used to simulate smoking in the delivery of nicotine or
142 other substance to a person inhaling from the device, and includes, but
143 is not limited to, an electronic cigarette, electronic cigar, electronic
144 cigarillo, electronic pipe or electronic hookah and any related device
145 and any cartridge, electronic cigarette liquid or other component of
146 such device;

147 (2) "Cardholder" means any person who presents a driver's license
148 or an identity card to a seller or seller's agent or employee, to purchase
149 or receive an electronic nicotine delivery system or vapor product from
150 such seller or seller's agent or employee;

151 (3) "Identity card" means an identification card issued in accordance
152 with the provisions of section 1-1h;

153 (4) "Transaction scan" means the process by which a seller or seller's
154 agent or employee checks, by means of a transaction scan device, the
155 validity of a driver's license or an identity card;

156 (5) "Transaction scan device" means any commercial device or
157 combination of devices used at a point of sale that is capable of
158 deciphering in an electronically readable format the information
159 encoded on the magnetic strip or bar code of a driver's license or an
160 identity card;

161 (6) "Sale" or "sell" means an act done intentionally by any person,
162 whether done as principal, proprietor, agent, servant or employee, of
163 transferring, or offering or attempting to transfer, for consideration, an
164 electronic nicotine delivery system or vapor product, including
165 bartering or exchanging, or offering to barter or exchange, an
166 electronic nicotine delivery system or vapor product;

167 (7) "Give" or "giving" means an act done intentionally by any
168 person, whether done as principal, proprietor, agent, servant or
169 employee, of transferring, or offering or attempting to transfer,
170 without consideration, an electronic nicotine delivery system or vapor

171 product;

172 (8) "Deliver" or "delivering" means an act done intentionally by any
173 person, whether as principal, proprietor, agent, servant or employee,
174 of transferring, or offering or attempting to transfer, physical
175 possession or control of an electronic nicotine delivery system or vapor
176 product;

177 (9) "Vapor product" means any product that employs a heating
178 element, power source, electronic circuit or other electronic, chemical
179 or mechanical means, regardless of shape or size, to produce a vapor
180 that may or may not include nicotine, that is inhaled by the user of
181 such product; and

182 (10) "Electronic cigarette liquid" means a liquid that, when used in
183 an electronic nicotine delivery system or vapor product, produces a
184 vapor that may or may not include nicotine and is inhaled by the user
185 of such electronic nicotine delivery system or vapor product.

186 (b) Any person who sells, gives or delivers to any person under
187 [eighteen] twenty-one years of age an electronic nicotine delivery
188 system or vapor product in any form shall be fined not more than two
189 hundred dollars for the first offense, not more than three hundred fifty
190 dollars for a second offense within a twenty-four-month period and
191 not more than five hundred dollars for each subsequent offense within
192 a twenty-four-month period. The provisions of this subsection shall
193 not apply to a person under [eighteen] twenty-one years of age who is
194 delivering or accepting delivery of an electronic nicotine delivery
195 system or vapor product (1) in such person's capacity as an employee,
196 or (2) as part of a scientific study being conducted by an organization
197 for the purpose of medical research to further efforts in tobacco use
198 prevention and cessation, provided such medical research has been
199 approved by the organization's institutional review board, as defined
200 in section 21a-408.

201 (c) Any person under [eighteen] twenty-one years of age who
202 purchases or misrepresents such person's age to purchase an electronic

203 nicotine delivery system or vapor product in any form or possesses an
204 electronic nicotine delivery system or vapor product in any form in
205 any public place shall be fined not more than fifty dollars for the first
206 offense and not less than fifty dollars or more than one hundred
207 dollars for each subsequent offense. For purposes of this subsection
208 "public place" means any area that is used or held out for use by the
209 public whether owned or operated by public or private interests.

210 (d) (1) A seller or seller's agent or employee may perform a
211 transaction scan to check the validity of a driver's license or identity
212 card presented by a cardholder as a condition for selling, giving or
213 otherwise delivering an electronic nicotine delivery system or vapor
214 product to the cardholder.

215 (2) If the information deciphered by the transaction scan performed
216 under subdivision (1) of this subsection fails to match the information
217 printed on the driver's license or identity card presented by the
218 cardholder, or if the transaction scan indicates that the information so
219 printed is false or fraudulent, neither the seller nor any seller's agent or
220 employee shall sell, give or otherwise deliver any electronic nicotine
221 delivery system or vapor product to the cardholder.

222 (3) Subdivision (1) of this subsection does not preclude a seller or
223 seller's agent or employee from using a transaction scan device to
224 check the validity of a document other than a driver's license or an
225 identity card, if the document includes a bar code or magnetic strip
226 that may be scanned by the device, as a condition for selling, giving or
227 otherwise delivering an electronic nicotine delivery system or vapor
228 product to the person presenting the document.

229 (e) (1) No seller or seller's agent or employee shall electronically or
230 mechanically record or maintain any information derived from a
231 transaction scan, except the following: (A) The name and date of birth
232 of the person listed on the driver's license or identity card presented by
233 a cardholder; and (B) the expiration date and identification number of
234 the driver's license or identity card presented by a cardholder.

235 (2) No seller or seller's agent or employee shall use a transaction
236 scan device for a purpose other than the purposes specified in
237 subsection (d) of this section, subsection (d) of section 53-344, as
238 amended by this act, or subsection (c) of section 30-86.

239 (3) No seller or seller's agent or employee shall sell or otherwise
240 disseminate the information derived from a transaction scan to any
241 third party, including, but not limited to, selling or otherwise
242 disseminating that information for any marketing, advertising or
243 promotional activities, but a seller or seller's agent or employee may
244 release that information pursuant to a court order.

245 (4) Nothing in subsection (d) of this section or this subsection
246 relieves a seller or seller's agent or employee of any responsibility to
247 comply with any other applicable state or federal laws or rules
248 governing selling, giving or otherwise delivering electronic nicotine
249 delivery systems or vapor products.

250 (5) Any person who violates this subsection shall be subject to a civil
251 penalty of not more than one thousand dollars.

252 (f) (1) In any prosecution of a seller or seller's agent or employee for
253 a violation of subsection (b) of this section, it shall be an affirmative
254 defense that all of the following occurred: (A) A cardholder attempting
255 to purchase or receive an electronic nicotine delivery system or vapor
256 product presented a driver's license or an identity card; (B) a
257 transaction scan of the driver's license or identity card that the
258 cardholder presented indicated that the license or card was valid; and
259 (C) the electronic nicotine delivery system or vapor product was sold,
260 given or otherwise delivered to the cardholder in reasonable reliance
261 upon the identification presented and the completed transaction scan.

262 (2) In determining whether a seller or seller's agent or employee has
263 proven the affirmative defense provided by subdivision (1) of this
264 section, the trier of fact in such prosecution shall consider that
265 reasonable reliance upon the identification presented and the
266 completed transaction scan may require a seller or seller's agent or

267 employee to exercise reasonable diligence and that the use of a
 268 transaction scan device does not excuse a seller or seller's agent or
 269 employee from exercising such reasonable diligence to determine the
 270 following: (A) Whether a person to whom the seller or seller's agent or
 271 employee sells, gives or otherwise delivers an electronic nicotine
 272 delivery system or vapor product is [eighteen] twenty-one years of age
 273 or older; and (B) whether the description and picture appearing on the
 274 driver's license or identity card presented by a cardholder is that of the
 275 cardholder.

276 (g) Each seller of electronic nicotine delivery systems or vapor
 277 products or such seller's agent or employee shall require a person who
 278 is purchasing or attempting to purchase an electronic nicotine delivery
 279 system or vapor product, whose age is in question, to exhibit proper
 280 proof of age. If a person fails to provide such proof of age, such seller
 281 or seller's agent or employee shall not sell an electronic nicotine
 282 delivery system or vapor product to the person. As used in this
 283 subsection, "proper proof" means a motor vehicle operator's license, a
 284 valid passport or an identity card issued in accordance with the
 285 provisions of section 1-1h.

286 (h) Notwithstanding the provisions of subsections (b) to (f),
 287 inclusive, of this section, any person who is eighteen years of age or
 288 older prior to October 1, 2018, may purchase and possess an electronic
 289 nicotine delivery system or vapor product.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2018</i>	12-286a(a)
Sec. 2	<i>October 1, 2018</i>	12-295(a)
Sec. 3	<i>October 1, 2018</i>	53-344
Sec. 4	<i>October 1, 2018</i>	53-344b

PH *Joint Favorable*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact:

Agency Affected	Fund-Effect	FY 19 \$	FY 20 \$
Department of Revenue Services	GF - Revenue Loss	2 million	5.2 million
Resources of the General Fund	GF - Potential Revenue Gain	Minimal	Minimal

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill raises, from 18 to 21, the legal age to purchase or possess tobacco products in the state; it exempts anyone age 18 or older as of October 1, 2018. This results in an estimated cigarette and tobacco tax revenue loss of \$2 million in FY 19 and \$5.2 million in FY 20, and a potential minimal increase in annual penalty revenue beginning in FY 19.

The bill results in potential revenue gain from fines by raising the legal age to purchase tobacco products from 18 to 21. In FY 17, 80 violators were fined a total of \$11,625 for related offenses.

This estimated revenue loss is based on information published in the American Journal of Public Health indicating that 3% of smokers are between the ages of 18 and 21 and the average annual cigarette consumption for these smokers is approximately 3,132. Using Connecticut population data, this translates to approximately 11,525 smokers between 18 and 21 consuming approximately 36.1 million cigarettes annually.

The Out Years**State Impact:**

Agency Affected	Fund-Effect	FY 21 \$	FY 22 \$	FY 23 \$
Department of Revenue Services	GF - Revenue Loss	7.8 million	7.8 million	7.8 million
Resources of the General Fund	GF - Potential Revenue Gain	Minimal	Minimal	Minimal

Note: GF=General Fund

Municipal Impact: None

Sources: *American Journal of Public Health "Retail Impact of Raising Tobacco Sales Age to 21 Years"*
Henry J. Kaiser Family Foundation "Percent of Adults Who Smoke"
Judicial Department Offenses and Revenue Database
United States Census Bureau Quick Facts

OLR Bill Analysis**SB 164*****AN ACT RAISING THE LEGAL AGE TO PURCHASE TOBACCO TO TWENTY-ONE.*****SUMMARY**

This bill raises, from 18 to 21, the legal age to purchase or possess in public cigarettes, other tobacco products, and e-cigarettes (i.e., electronic nicotine delivery systems and vapor products). It exempts from the increased age requirement anyone age 18 or older before October 1, 2018.

The bill makes corresponding changes to the laws regarding the sale, delivery, or giving of such products to individuals under the legal age (e.g., updating the age on the required sign that cigarette dealers and distributors must post at the point of sale).

Additionally, the bill extends some of the existing penalties for purchases by minors, or sales to minors, to purchases by or sales to individuals ages 18 to 20. But it does not make corresponding changes to certain penalties that the Department of Revenue Services (DRS) may impose under existing law for cigarette and tobacco purchases and sales involving minors.

EFFECTIVE DATE: October 1, 2018

§§ 3 & 4 — PENALTIES FOR PURCHASE OR POSSESSION

Under existing law and the bill, a person under the legal age who (1) buys cigarettes, other tobacco products, or e-cigarettes; (2) misrepresents his or her age to do so; or (3) possesses one in public, faces a fine of up to \$50 for a first offense and between \$50 and \$100 for each subsequent offense. By law, violators may pay the fine by mail, without making a court appearance (CGS § 51-164n).

By law, the DRS commissioner, after a hearing, may also impose civil penalties on minors who purchase cigarettes or other tobacco products (CGS § 12-295a(a)). The bill does not extend these penalties to individuals ages 18 to 20 who purchase these products.

§§ 2-4 — PENALTIES FOR SALES

Under existing law and the bill, anyone who sells, gives, or delivers cigarettes or other tobacco products or e-cigarettes to someone under the legal age is subject to a maximum fine of:

1. \$200 for a first offense,
2. \$350 for a second offense committed within 24 months, and
3. \$500 for each subsequent offense committed within 24 months.

Under existing law and the bill, this penalty does not apply if the person under the legal age is delivering or accepting delivery of the product (1) in his or her capacity as an employee or (2) as part of a scientific study that meets specified criteria.

As under existing law, the bill allows the DRS commissioner, after a hearing, to suspend or revoke the license of a dealer or distributor who illegally sells or delivers cigarettes or other tobacco products to individuals under the legal age.

Existing law also allows the DRS commissioner, after a hearing, to impose penalties on cigarette dealers, distributors, or their employees, or owners of businesses with cigarette vending machines, for sales to minors (CGS § 12-295a). The bill does not extend these provisions to sales to individuals ages 18 to 20.

BACKGROUND

Electronic Nicotine Delivery Systems and Vapor Products

By law, an “electronic nicotine delivery system” is an electronic device used to simulate smoking in delivering nicotine or another substance to a person who inhales from it. Delivery systems include electronic (1) cigarettes, (2) cigars, (3) cigarillos, (4) pipes, and (5)

hookahs. They also include related devices, cartridges, liquid, or other components.

A “vapor product” uses a heating element; power source; electronic circuit; or other electronic, chemical, or mechanical means, regardless of shape or size, to produce a vapor the user inhales. The vapor may or may not include nicotine (CGS § 53-344b(a)).

Related Bills

sHB 5289, reported favorably by the Public Health Committee, makes various changes to the state’s smoking laws, such as (1) banning smoking and e-cigarette use in any public housing project constructed on or after October 1, 2018 and (2) prohibiting employers from designating areas for smoking or e-cigarette use inside business facilities.

HB 5293, reported favorably by the Public Health Committee, requires retailers of e-cigarettes to sell them to consumers only in a direct, face-to-face transaction, as is already required for the sale of cigarettes and smokeless tobacco.

COMMITTEE ACTION

Public Health Committee

Joint Favorable

Yea 22 Nay 4 (03/26/2018)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment to the Simsbury Board of Education
2. **Date of Board Meeting:** January 14, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation of the Republican Town Committee to appoint Brian M. Watson to the Board of Education, the following motion is in order:

Move, effective January 14, 2019 to appoint Brian M. Watson (R) as a regular member of the Board of Education, with a term expiring December 2, 2019.

5. **Summary of Submission:**
Robert Michael Goman (R) resigned as a regular member of the Board of Education effective November 30, 2018. Mr. Goman's term was to expire on December 6, 2021.

Section 205 of the Charter, "vacancies: elective offices," states:

"...any vacancy, except a vacancy on the Board of Selectmen, in any elective Town office, including the Board of Education, shall be filled within forty-five (45) days of such vacancy by appointment by the Board of Selectmen, for the unexpired portion of the term or until the next regular municipal election, as defined in Section 9-1 of the General Statutes, whichever shall first occur."

Brian Watson will fill the vacancy created by the resignation of Mr. Goman until the next regular municipal election (November 5th, 2019; term ending December 2nd, 2019). At that point, a member will be elected to fill the vacancy for the remaining two years of the term.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Biography of Brian Watson
 - b) "ED-638-Vacancy in Elective Office," Submitted to the Secretary of the State

About Brian Watson

A resident of Simsbury for 15 years, Brian has children at all three levels of public school in town. Education has always been a part of his family, with both his mother and father being teachers, his sister, and also his wife. With 20 years of experience in sales and IT sales he will also bring a business background to the Board of Education. He is a graduate of the Tilton School (NH) and Gettysburg College (PA). He lives with his wife, a teacher at KO in West Hartford, and their three children, ages 14, 13, and 10. Brian comes to us with the endorsement of the Republican members of the Board of Education.

To: Secretary of the State
30 Trinity Street
P.O. Box 150470
Hartford, CT 06115-0470
Attn: Legislation & Elections Administration Division

Vacancy/Appointment In Elective Office

Vacancy In Elective Office	Appointment To Fill Vacancy In Elective Office
<p>On <u>11/30/2018</u>, the office of <i>(date of vacancy)</i> <u>Board of Education</u></p> <p>was vacated due to the <u>Resignation</u> <i>(manner in which vacancy occurred)</i></p> <p>of the incumbent, <u>Robert Michael Goman</u> <i>(name)</i> <u>Republican</u> <i>(party)</i></p> <p>who was elected/appointed for a term from: <u>12/04/2017</u> to: <u>12/06/2021</u></p>	<p>On _____, pursuant to the provisions of <i>(date)</i></p> <p><i>(specific section of Connecticut General Statutes or local law under which vacancy was filled)</i></p> <p>_____ <i>(name)</i></p> <p>_____ <i>(address)</i> _____ <i>(party)</i></p> <p>was appointed by _____ <i>(appointing authority)</i></p> <p>to fill the vacancy in the office of _____</p> <p>vacated by _____ <i>(name of person who vacated office)</i></p> <p>on _____ <i>(date)</i></p> <p>to serve until <u>12/02/2019</u>, <i>(date appointment expires)</i></p> <p>being the date of <input checked="" type="checkbox"/> the next regular municipal election. <input type="checkbox"/> the expiration of the term</p>

Date of Filing 10/03/2018 City/Town of Simsbury Mayor/Town Clerk/Warden 
Borough _____ *(signature)*

Notice Under Section 9-223 (C.G.S.)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Lori Feldman from the Economic Development Commission
2. **Date of Board Meeting:** January 14, 2019

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

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

Move to accept the resignation of Lori Feldman (D) as a member of the Economic Development Commission retroactive to December 27, 2018.

5. **Summary of Submission:**
Lori Feldman has informed me and Town Clerk Ericka Butler that she regrettably has to resign from the Economic Development Commission due to health reasons. Ms. Feldman's term was set to expire on October 10, 2020; the person ultimately appointed to fill her vacancy will have the same expiration date.

Per Town Charter, the person appointed by the Board of Selectmen to fill Ms. Feldman's seat must be from the same political party, in this case a Democrat; legal counsel has confirmed this. The Selectmen Economic Development Work Group is currently recruiting for a replacement. Based on the attached membership policy resolution, ideally a replacement for Ms. Feldman should have expertise in marketing, communications, public relations, land use or architecture.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Resignation Submission from Lori Feldman, received December 27, 2018
b) Adopted EDC Membership Policy Resolution, dated August 13, 2018

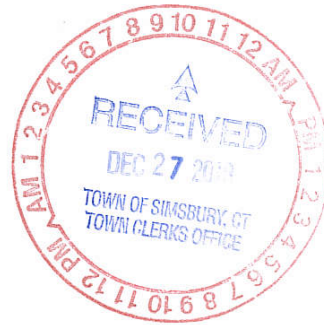
Hi Maria,

I'm not certain to whom to write so thought best starting with you, Unfortunately, I have an illness that is taking longer to improve than we'd hoped and the road to improvement seems long. Given how I'm feeling and how much I can manage, I would be unable to fulfill my responsibilities as a board member. I'm very disappointed to have to come to this decision. It was a wonderful opportunity. Please let me know if there is a formal resignation process I need to follow.

I wish you, and everyone else on the Board, a happy holiday. I'm sorry my involvement didn't work out and hoping for healthier days to come.

Best,

Lori Feldman



Economic Development Commission Membership Policy Resolution

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

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

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

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

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

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

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; Sean Askham, Chery Cook, Michael Paine, Chris Peterson and Christopher Kelly. Others in attendance included Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby; Director of Public Works Tom Roy; Director of Culture, Parks and Recreation Tom Tyburski and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Mr. Kelly made a motion to add discussion and possible action on a request for a contract extension on the Simsbury Senior/Community Center Grant Contract as item d. Mr. Askham seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about the proposed development at the former Ensign House and a tax abatement, the Simsbury Golf Course and other issues.

PRESENTATION

a) Pedestrian and Bicycle Master Plan

Mr. Wellman said the Pedestrian and Bicycle Master Plan will be used to guide active transportation planning in Simsbury for the next ten years.

Mr. Roy introduced Marcy Miller, Senior Project Manager, Associate, Fitzgerald and Halliday, Inc., who will help him with this presentation. Mr. Roy said this plan will build on what Simsbury has already worked so hard on for a pedestrian and bicycle friendly community.

Mr. Roy and Ms. Miller went through the presentation explaining the community findings and needs as well as the recommendations for moving forward. There has to be a balance between pedestrians and bicyclist to make all of this work.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Cook made a motion, effective December 17, 2018 to approve the presented tax refunds in the amount of \$5,948.83 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Proposed Donation from Hartford Foundation for Public Giving

Ms. Cook made a motion, effective December 17, 2018, to accept a donation from the Hartford Foundation for Public Giving in the amount \$4,000 for the purpose of supporting the Simsbury Community and Social Services Department food program with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Proposed Donation from Garrity Asphalt Reclaiming

Mr. Askham made a motion, effective December 17, 2018, to accept a donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$2,500 for the purpose of supporting Simsbury Community and Social Services Department programs that assist residents in need with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Request for Contract Extension, Simsbury Senior/Community Center Grant Contract #128-NF-03 14Dss6002FQ

Ms. Capriola said the Town had received a grant on the Senior/Community Center project and there is a balance on this grant. They would like to use this balance to help with other projects at Eno and the extension to the Grant will allow this to be done until September 30, 2019. The State Bond Commission needs to approve the reprogramming and repurposing of the grant.

Mr. Wellman made a motion, effective December 17, 2018, to authorize Town Manager Maria E. Capriola to execute the Contract Amendment 2 from the State of Connecticut Department of Social Services (DSS) to be in effect from January 1, 2014 to September 30, 2019; further move, effective December 17, 2018, to approve the attached resolution that authorizes the Town Manager to enter into contracts with the State of Connecticut Department of Social Services (DSS) on behalf of the Town of Simsbury; and further move, effective December 17, 2018, to authorize the Town Manager to execute the State of Connecticut Ethics Form 1, 5 and 7 on behalf of the Town of Simsbury. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Proposed Public Gathering Permit – Try Simsbury

Mr. Wellman said the Try Simsbury event will be held on May 4, 2019. The event will feature the triathlon along with a new option for a duathlon this year. After discussion, there will be a new condition covering river depth in the permit.

Mr. Kelly made a motion, effective December 17, 2018 to approve the public gathering application for the 2019 Try Simsbury event, with the condition of river depth, and to authorize the issuance of the public gathering permit. Mr. Askham seconded the motion. All were in favor and the motion passed.

f) Proposed Public Gathering Permit – Iron Horse Half-Marathon

Mr. Wellman said this event will feature a half marathon, 5 k and 10k road race, which starts and finishes on Iron Horse Boulevard.

Ms. Cook made a motion, effective December 17, 2018 to approve the public gathering permit application for the 2019 Iron Horse Half Marathon Road Race event 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) Proposed Public Gathering Permit – Beach Boys Charity Concert

Mr. Wellman said the Beach Boys Charity Concert will benefit the Boys and Girls Club and is scheduled for August 17, 2019. There will be a fireworks display after the concert.

Mr. Paine made a motion, effective December 17, 2018 to approve the public gathering application for the Beach Boys Charity Concert as presented and to authorize the issuance of the public gathering permit. Ms. Cook seconded the motion. All were in favor and the motion passed.

h) Proposed 2019 Simsbury Farms Golf Course Fee Schedule

Mr. Tyburski said the significant change to the fee schedule would be not having resident / non-resident fees anymore. This is very common with other private courses. They are hoping this will increase season passes every year.

Mr. Paine made a motion, effective December 17, 2018 to approve the 2019 fee schedule for the Simsbury Farms Golf Course as presented. Ms. Cook seconded the motion. All were in favor and the motion passed.

i) Proposed Tax Abatement and Fee Waivers, 690 Hopmeadow Street

Mr. Wellman said the new owners of the Ensign Mansion are doing extensive renovations there and have asked for a 10 year tax abatement along with a 50% waiver of some fees on this project.

There was a lot of discussion on the abatement and cap issue. The Board was very grateful with the care that is being taken on this historic property, but they also need to take care of the taxpayers.

Mr. Peterson made a motion, effective December 17, 2018 to approve the requested 10 year tax abatement at the percentages presented below, with a maximum total abatement cap of \$540,000. Further move to waive 50% of the cost of the construction, HVAC equipment, plumbing, electrical, fire sprinkler, and demolition permit fees incurred by the property owners. Further move to authorize the Town Manager and Town Attorney to negotiate an agreement reflective of this resolution. Mr. Kelly seconded the motion. Mr. Wellman, Mr. Peterson, Ms. Cook, Mr. Kelly and Mr. Paine were in favor with Mr. Askham opposing the motion. Therefore, the motion passed.

j) Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Products

Mr. Wellman said Hartford is the only municipality to pass an ordinance that has increased the age of purchasing tobacco products from 18 to 21. They hope this will help keep tobacco products out of schools and help keep younger people away from the products.

After a lot of discussion on the tobacco issue, no action was taken at this time.

APPOINTMENTS AND RESIGNATIONS

a) Proposed Appointment of Friends of Simsbury Farms Board Members

Ms. Cook made a motion, effective January 1, 2019 to appoint then members to the Friends of Simsbury Farms, Board of Directors as presented with terms expiring December 31, 2020:

Mark Deming, Arthur Emmons, Ronald Patterson, Thomas Cross, Paul Simeon, Robert Ellis, Cindy Franklin, Gerry Toner, Kelly Kearney, and Jeff Sunblade.

Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Proposed Appointment of Peter Van Loon to the Business Development Incentive Committee

Ms. Cook made a motion, effective December 17, 2018 to appoint Peter Van Loon (D) to the Business Development Incentive Committee for the Economic Development Commission membership slot, with a term expiring August 13, 2020. Mr. Peterson seconded the motion. All were in favor and the motion passed.

c) Proposed Appointment of Donald Eaton to the Conservation Commission/Inland Wetlands Agency

Mr. Paine made a motion, effective December 17, 2018 to appoint Donald Eaton (R) as a regular member of the Conservation Commission with a term expiring January 1, 2020. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Proposed Appointment of Terrence Fogarty to the Police Commission

Ms. Cook made a motion, effective December 17, 2018 to appoint Terrence Fogarty (R) as a regular member to the Police Commission with an expiration date of January 1, 2019. Mr. Askham seconded the motion. All were in favor and the motion passed.

Ms. Cook made a motion, effective December 17, 2018 to appoint Terrence Fogarty (R) as a regular member to the Police Commission for a full four year term beginning on January 1, 2019 and expiring on January 1, 2023. Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Proposed Appointment of David Johnson to the Board of Assessment Appeals

Mr. Paine made a motion, effective December 17, 2018 to appoint David Johnson (U) as an alternate member to the Board of Assessment Appeals with a term expiring December 6, 2021. Mr. Askham seconded the motion. All were in favor and the motion passed.

f) Proposed Expansion of Library Building Committee Membership and Appointment of Mark Orenstein to the Library Building Committee

Mr. Kelly made a motion, effective December 17, 2018 to approve the expansion of membership slots for the Library Building Committee from ten members to eleven members by adding one additional slot for a current Library Board of Trustee or Library Friends member. Ms. Cook seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion, effective December 17, 2018 to appoint Mark Orenstein (D) as a regular member of the Library Building Committee. Ms. Cook seconded the motion. All were in favor and the motion passed.

g) Resignation of Joyce Howard from the Tourism Committee

Ms. Cook made a motion to accept the resignation of Joyce Howard (R) as a regular member of the Tourism Committee retroactive to November 27, 2018 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

h) Resignation of Robert Heagney from the Open Space Committee

Mr. Askham made a motion to accept the resignation of Robert Heagney (R) as a member of the Open Space Committee retroactive to December 11, 2018 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

i) Proposed Appointment of Timothy Walczak to the Open Space Committee

Ms. Cook made a motion, effective December 17, 2018 to appoint Timothy Walczak (R) as an at-large member of the Open Space Committee with a term expiring December 2, 2109. Mr. Kelly seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 26, 2108

There were no changes to the Regular Meeting of November 26, 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.

Ms. Cook thanked everyone who worked on the Century Santa event. It was the most moving experience for all.

They would like to make it an annual event.

Ms. Cook said the next Community for Care program will be held on January 9, 2019 and it will highlight vaping, drugs, etc.

COMMUNICATIONS

- a) **Letter from N. Mason re: Donation to SCTV’s Operation Budget, dated November 24, 2018**
- b) **Memorandum from M. Capriola re: Economic Development Commission Appointments, dated December 12, 2018**

Ms. Capriola said the Economic Development Commission appointed members to key roles, including chair and vice chair. They also recommended Peter Van Loon to be the representative on the Business Development Incentive Committee.

- c) **Correspondence from M. Capriola and N. Boulter re: Police Uniform Change, dated December 4 & 13, 2018**

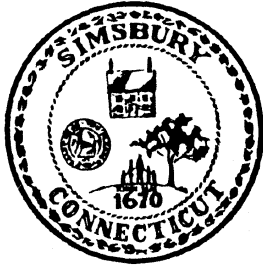
Ms. Capriola said the color and style of Police uniforms will be changed. The gray uniforms are becoming less available and very expensive. Therefore, the uniforms will be navy blue, which is a standard color. They will be testing the uniforms before purchasing. There will be campaign on the new uniforms so residents can get used to the change. Notice will also be posted on the Town’s website.

ADJOURN

Mr. Askham made a motion to adjourn at 8:18 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

Office of Community Planning and Development

MEMO

TO: Maria Capriola, Town Manager
From: Robin Newton, Assistant Town Planner
Date: January 2, 2019
RE: Try Simsbury Updated Approval Conditions

As discussed at the December 17, 2018 Board of Selectmen meeting, please find attached an updated conditions of approval for the Try Simsbury event scheduled for May 5, 2019. After discussing the appropriate river height with the Town's Floodplain Manager, Michael Glidden, CFM, it was determined that the action level for the Farmington River is 10 feet and flood stage is 12 feet. As such the condition has been added that states if the river height is at 10' or above the event will be cancelled. Staff will check river height on Saturday May 4, 2019 to make a determination.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

MEMO

TO: Public Gathering/BOS- Try Simsbury
From: Robin Newton, Code Compliance Officer
Date: December 19, 2018
RE: Approval Conditions

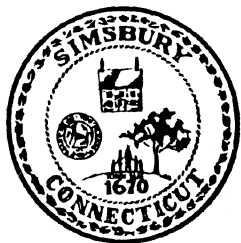
ZONING APPROVAL CONDITIONS

1. Any vendors involved in food preparation/selling shall check with the Farmington Valley Health District as to any permit requirements. Temporary Food Vendor permits **shall** be submitted to the FVHD at least 2 weeks in advance. Failure to submit the vendor applications with a minimum two weeks for review will result in permits not being granted.
2. No roadway markings or custom signage is allowed unless authorized by the Department of Public Works.
3. If the Farmington River height is at 10' (action height) or over, the event will need to be cancelled. River height will be checked by Staff on Saturday May 4, 2019 at the NOAA website.

Telephone (860) 658-3245
Facsimile (860) 658-3206

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

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen Members
From: Maria E. Capriola, Town Manager
CC: Tom Tyburski, Culture, Parks and Recreation Director
Date: January 3, 2019
Subject: Golf Course Restaurant Contract Extension

Attached for your reference, please find an executed two year contract extension (December 1, 2018 through December 1, 2020) between the Town and Farms KRG, LLC. for the operation of the golf course restaurant. Based upon satisfactory performance of the vendor, I executed the attached contract extension pursuant to the original agreement signed between the parties in 2017.

The Town Attorney reviewed and assisted with the attached contract extension.

**FIRST AMENDMENT TO LEASE AGREEMENT
FOR THE SIMSBURY FARMS RESTAURANT
BETWEEN
TOWN OF SIMSBURY, CONNECTICUT
AND
FARMS KRG, LLC**

THIS FIRST AMENDMENT of the Lease Agreement, hereinafter referred to as the "Amendment" by and between the Town of Simsbury, 933 Hopmeadow Street, Simsbury, Connecticut, 06070, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the "Town" and, Farms KRG, LLC, 19 Forge Hill Drive, Barkhamsted, Connecticut 06063, hereinafter referred to as the "Lessee" is made and entered into this 12th day of December, 2018

WITNESSETH

WHEREAS, the Town and Lessee entered into a certain LEASE AGREEMENT FOR THE SIMSBURY FARMS RESTAURANT BETWEEN THE TOWN OF SIMSBURY, CONNECTICUT AND FARMS KRG, LLC dated February 22, 2017 hereinafter referred to as the "Lease"; and

WHEREAS, the Town desires to provide a food and beverage concession at the restaurant facility located at the Simsbury Farms Golf Course for the accommodation of the public, and the Lessee has represented that the Lessee is a professional, specializing in restaurant operations, who desires to operate such facility (hereinafter referred to as the "Restaurant"); and

WHEREAS, The Town and Lessee agree to extend the Lease in accordance with terms detailed therein with certain amendments to the Lease as set forth herein.

NOW, THEREFORE, in reliance on this representation, and in consideration of the mutual covenants herein contained, the parties do hereby agree to amend the Lease as follows:

1. Paragraph 2 of the Lease entitled TERM is hereby deleted and the following is substituted in lieu thereof:

The Town hereby grants to the Lessee all rights and privileges hereinafter contained for a period commencing on December 1, 2018 through the conclusion of the 2020 golf season which is anticipated to be December 1, 2020.

2. Paragraph 3(a) of the Lease entitled SCOPE OF SERVICES is deleted and the following is substituted in lieu thereof:
 - a. Lessee shall provide during the term of this Lease at the Restaurant food and beverages to be available at all hours during which the golf course is open (exact

day to be set by the Town annually), those hours being no later than 8:00 a. m. on weekends (Saturday and Sunday) and no later than 9:00 a. m. on weekdays (Monday through Friday) and operate until ½ hour past sunset on both weekends and weekdays. In the event that any event or golf tournament is scheduled on any day of the week, the Lessee shall open the Restaurant not less than ½ hour before such event.

3. Paragraph 5 of the Lease entitled COMPENSATION is deleted and the following is substituted in lieu thereof::

- (a) Guaranteed Rental. It is anticipated that Lessee shall provide the services described at a minimum from April 1st until November 30th of each season of the lease term. The Lessee will pay to the Town \$26,500 for the 2019 and 2020 golf seasons. It is understood that \$8,000 of this amount is to be used to cover the cost of utilities including water, electricity and heating fuel. Lessee shall also pay to the Town a per person fee determined by the Parks and Recreation Commission annually for non-golf functions utilizing the banquet tent. Non-golf functions held at the banquet tent shall end by 10:00 p.m.

Payments shall be made monthly, though Lessee reserves the right to pay in unequal installments to reflect the golf activity. By way of example, monthly payments in the early months and end months of the golf season may be less than the payments made in the golf season to correspond with golf activity as long as the sum of all payments is \$26,500.

Payments by the Lessee shall be made to the Town of Simsbury and delivered to the Director of Culture, Parks and Recreation, 100 Old Farms Rd., Simsbury, CT 06070 on the first day of each month.

- (b) Additional Rent. In addition to the Guaranteed Rental, Lessee shall pay to the Town an agreed upon amount between the Town and Lessee for any use of the premises between December 1 and March 1.

4. All terms and conditions of the Lease not amended herein shall remain in full force and effect.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Town has caused this Amendment to be executed in its name by the First Selectman and affixed its official seal, and the said Lessee has caused this Lease to be duly executed, this 12th day of December, 2018.

Signed, Sealed and Delivered
In the presence of:

TOWN OF SIMSBURY

Melissa A. J. Appleby 12/21/18

Maria Capriola
Maria Capriola, Town Manager
Duly Authorized
On Behalf of the Town of Simsbury

MELISSA A. J. Appleby

FARMS KRG, LLC

[Signature] 12/21/18
Thomas Gburski

[Signature]
Ryan Krieger
Its Member
Duly Authorized



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria E. Capriola, Town Manager
Date: January 7, 2019
Subject: Farmington Valley Health District Strategic Direction & Anticipated Budget Increases

At the January 3, 2019 Farmington Valley Collaborative meeting, the Director of the Farmington Valley Health District (FVHD) and the FVHD Board of Directors Chairman presented the district's recently developed strategic plan. The purpose of this five-year plan is to improve and expand the district's community health efforts, pursue national accreditation, and align its services to meet the ten statutorily required mandates for local health departments according to Section 19a-207a of the Connecticut General Statutes.

FVHD's five-year strategic plan includes the projected costs associated with meeting these objectives, and lays out the budgetary impacts to member towns. FVHD's revenue sources include fees, grants, state funding, and funding from member towns. Towns are assessed a per capita amount, which is applied to their total population. The FY19 per capita fee of \$5.50 resulted in a total contribution of \$134,239 from Simsbury. In order to meet its objectives as laid out in the strategic plan, FVHD is proposing a ten percent increase in the per capita amount for FY20 to \$6.05. Because Simsbury's population has increased since last year, this will result in a total increase of \$16,721, or 12.5% over FY19.

FVHD projects additional increases in each year of the strategic plan. However, even with these increases, the projected per capita amount of \$7.70 in FY23 would still fall below the current average assessment charged by health districts in FY19, which is \$8.36.

Representation on the FVHD Board of Directors is based on each town's population. Simsbury has three representatives on the Board: Deputy Town Manager Melissa Appleby, Town Engineer Jeff Shea, and Director of Health Services at Simsbury High School Susan Beardsley. Melissa also serves on the Finance Sub-Committee.

Attached is the presentation given by the FVHD at the Farmington Valley Collaborative meeting, as well as a letter sent to the chief executive officers of each member town in December 2018. This information will be provided during FY20 budget development, but I wanted to share it ahead of time due to the projected increase in our contribution to FVHD. Staff will also provide this information to the Board of Finance at its next meeting.



Farmington Valley Health District

95 River Road, Suite C ▪ Canton, CT 06019 ▪ Phone (860) 352-2333 ▪ Fax (860) 352-2542

Avon • Barkhamsted • Canton • Colebrook • East Granby • Farmington • Granby • Hartland • New Hartford • Simsbury

December 21, 2018

Maria Capriola
933 Hopmeadow Street
Simsbury, CT 06070

Dear Maria:

I'm writing about the new strategic direction the Farmington Valley Health District (FVHD) is undertaking. I expect that you have already heard about this direction from your representatives on the FVHD Board but wanted to follow up on those discussions.

The FVHD is one of the most enduring and successful examples of regional cooperation in the state, functioning as the municipal health department for Simsbury and nine other communities with a total population of about 110,000. The District provides a diverse array of services including restaurant inspections, septic system approvals, disease outbreak investigations and health education. Under the guidance of the FVHD Board, District staff works hard to meet its obligations, contributing to the overall quality of life in the communities that we serve.

This past fall the Board's Personnel Committee met to discuss issues of staff recruitment and retention. The Committee quickly realized that to resolve these issues we had to look at the future direction of the District, especially given the changes in the state's regulatory landscape and the needs of our member communities. That led to the Board's discussion and consensus at our November meeting that a new strategic direction for the District is needed.

The FVHD's last strategic plan was completed in early 2009. Since then the regulatory environment and the demands on the District have changed significantly. In 2014 the state adopted a law (CGS 19a-207a), which stipulates ten specific responsibilities each health department and district is supposed to meet. Along these lines the state Department of Public Health has become accredited through the Public Health Accreditation Board (PHAB) and has strongly suggested it will require local departments and districts to achieve accreditation. Accreditation directly aligns with the statutory demands contained in CGS. 19a-207a and serves as a means of identifying and implementing best practices.

Many municipal health departments and regional districts have already begun making progress towards accreditation. The Board understands that even if accreditation is ultimately not required there are still significant benefits to going through the process: encouraging greater accountability, meeting our fiduciary responsibilities to our member towns, enhancing workforce development and staff retention and, last but not least, qualifying for grants.

We cannot meet these demands without a recalibration of the organization and an increase in staffing. We have begun implementing a plan in the current fiscal year as funds allow. However, additional staff will be necessary in the coming years with expertise in epidemiology and health education. It will also allow us to invest in a community health assessment and community health improvement plan.

To achieve these goals we anticipate a phase-in of the plan over the next four fiscal years. The FVHD's per capita assessment of \$5.50, our largest source of operating revenue, is among the lowest in Connecticut, falling well below the current statewide average of \$8.36. Based on our assumptions, we estimate the final per capita at the end of the four year phase-in will increase from \$5.50 to approximately \$7.70 in FY23.

It's important to note that this is still below the average FY19 average per capita assessment (the \$8.36 I mentioned earlier) charged by health districts.

The District is committed to working with our member communities to ensure the health and well-being of our population. The choice before us is whether we should be proactive and dictate our own future and pace of progress or wait until we are forced to make change at which point we lose our options. The Board has chosen to be proactive.

If you would like further information about the District and about the direction we are taking please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "DK Kilbon", with a horizontal flourish extending to the right.

David K. Kilbon
Chair, Farmington Valley Health District Board

cc: Jennifer Kertanis, FVHD Director
Susan Beardsley
Melissa Appleby
Jerome Shea



Five Year Strategic Direction

Presentation to the Farmington Valley Collaborative

January 2019



Goals for Today

- Outline FVHD's Strategic Direction for FY19-FY23
- What It Means for the District and Member Towns
 - Organizational Implications
 - Financial Implications



How We Got Here

- Personnel Committee started with specific issues of staff recruitment and retention
- Realized to resolve these longer term we need to look at the future of FVHD
- Challenged Jennifer and the Board to look at what the District needs to be and needs to be doing in the next five years

January 13, 2009 Board Meeting

During this meeting members engaged in an informal discussion about the strategic planning process. In that discussion, members agreed on several points:

1. The principal focus for the strategic planning process should be to assure that FVHD is “***the best health district it can be***”.
2. Members want FVHD to be to truly be, and have the public perceive, **that FVHD is the preeminent public health district organization in Connecticut.**
3. They expressed a desire to focus the planning process on **excelling in meeting FVHD’s core public health mission** before proceeding with exploration of possible options to branch into different service functions or modes.

They wanted to know in specific practical terms what would be required for FVHD to be the best. It’s been 10 years since this conversation.

What's Changed Since 2009: External Forces

- Statutory Mandates- CT DPH Annual Report
 - Grounded in years of research regarding public health infrastructure and outcomes
- 58/67 local health departments report completing a CHA
- Regionalization/Consolidation
- CT DPH –Accredited
 - DPH has stated it is a goal of theirs to have all local health departments become accredited.
- 3 Local Health Departments accredited-3 planning on applying within a year
- 22/67 local health departments report preparing for accreditation

Connecticut Law (*adopted 2014*)

Sec. 19a-207a. Basic health program.

Each district department of health and municipal health department shall ensure the provision of a basic health program that includes, but is not limited to, the following services for each community served by the district department of health and municipal health department:



- (1)** Monitoring of health status to identify and solve community health problems;
- (2)** Investigating and diagnosing health problems and health hazards in the community;
- (3)** Informing, educating and empowering persons in the community concerning health issues;
- (4)** Mobilizing community partnerships and action to identify and solve health problems for persons in the community;
- (5)** Developing policies and plans that support individual and community health efforts;
- (6)** Enforcing laws and regulations that protect health and ensure safety;
- (7)** Connecting persons in the community to needed health care services when appropriate;
- (8)** Assuring a competent public health and personal care workforce;
- (9)** Evaluating effectiveness, accessibility and quality of personal and population-based health services; and
- (10)** Researching to find innovative solutions to health problems.



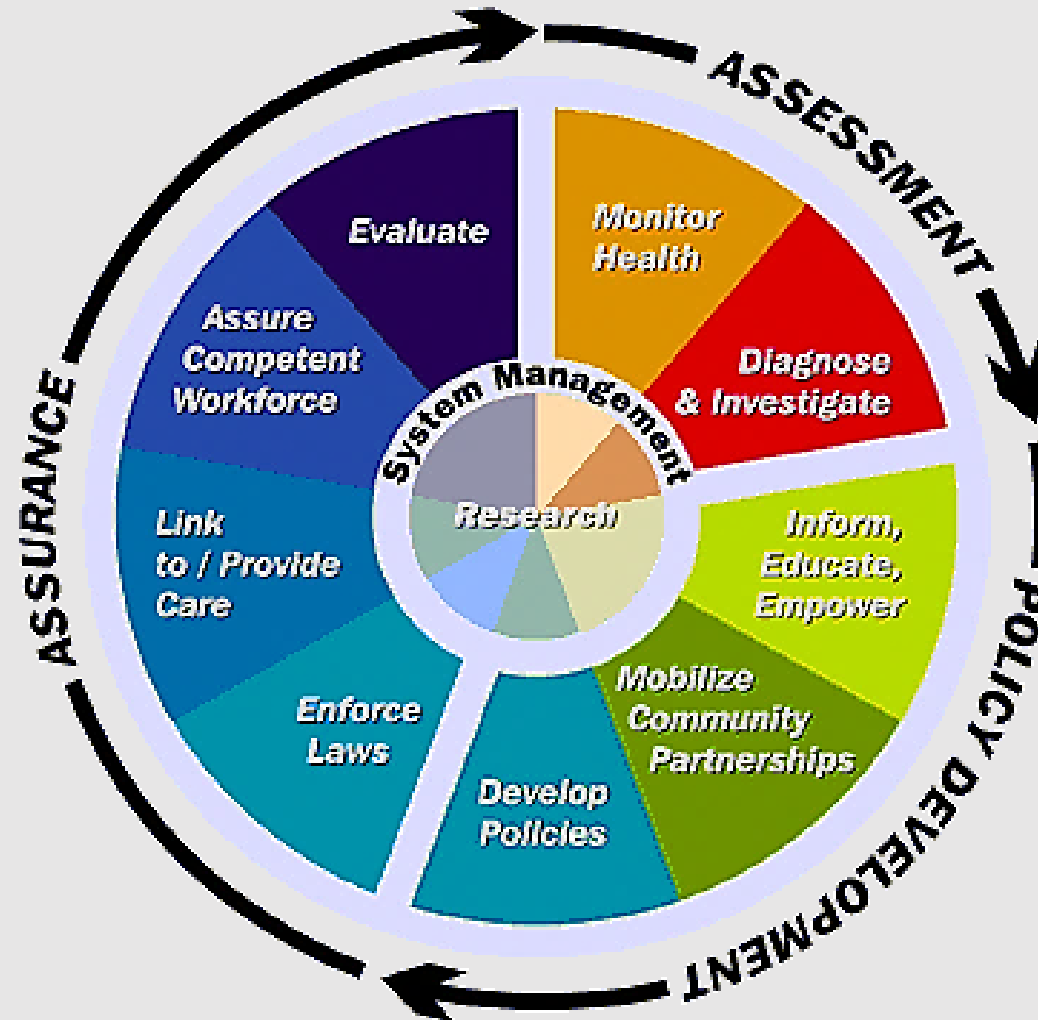
“What if we don’t change at all ...
and something magical just happens?”

What FVHD Needs to Do:

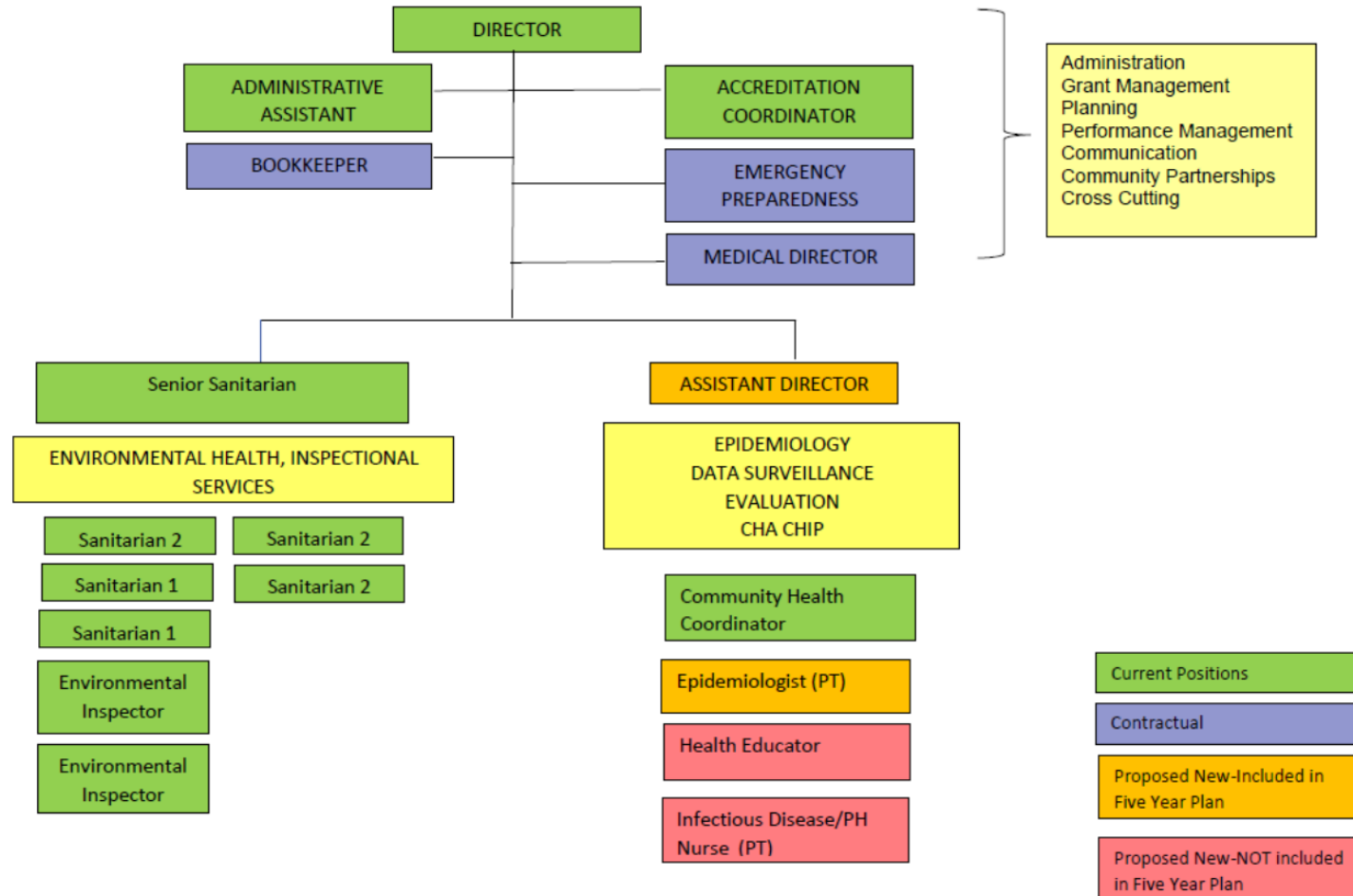
- Increase investment in additional staff and expertise:
 - Epidemiology
 - Health Education
 - Partnership/grant writing/evaluation capacity
- Invest in Community Health Assessment
- Invest in Community Health Improvement Plan
- Increase investment in accreditation pursuit:
 - Additional Staff time
 - Accreditation fees

PHAB Domains

Based on Core Functions of Public Health &
Align with CT Statutory Mandates



FVHD 2022



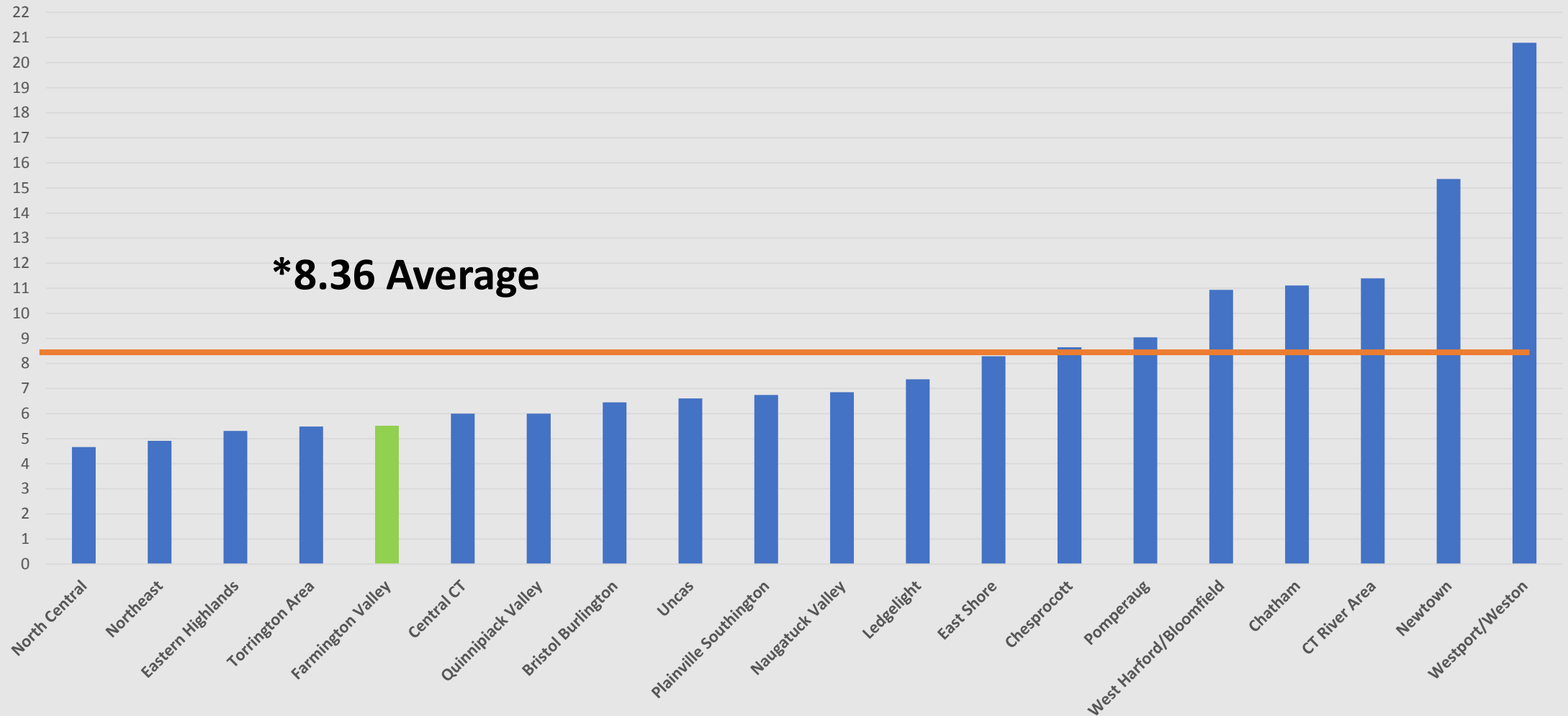
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
INVESTMENTS	<ul style="list-style-type: none"> • Full-time accreditation Coordinator • Funding for CHA 	<ul style="list-style-type: none"> • Part-time Epidemiologist • Funding for CHA 	<ul style="list-style-type: none"> • Funding for CHIP 	<ul style="list-style-type: none"> • Asst. Director (6 Months) • Funding For CHIP 	<ul style="list-style-type: none"> • Asst. Director (12 Months) • Accreditation Fees
Per Capita	5.50	6.05	6.50-6.60	6.90-7.10	7.60-7.80
Percent Change		10%	7%-10%	5%-9%	7%-13%

ASSUMPTIONS for FY21-FY23:

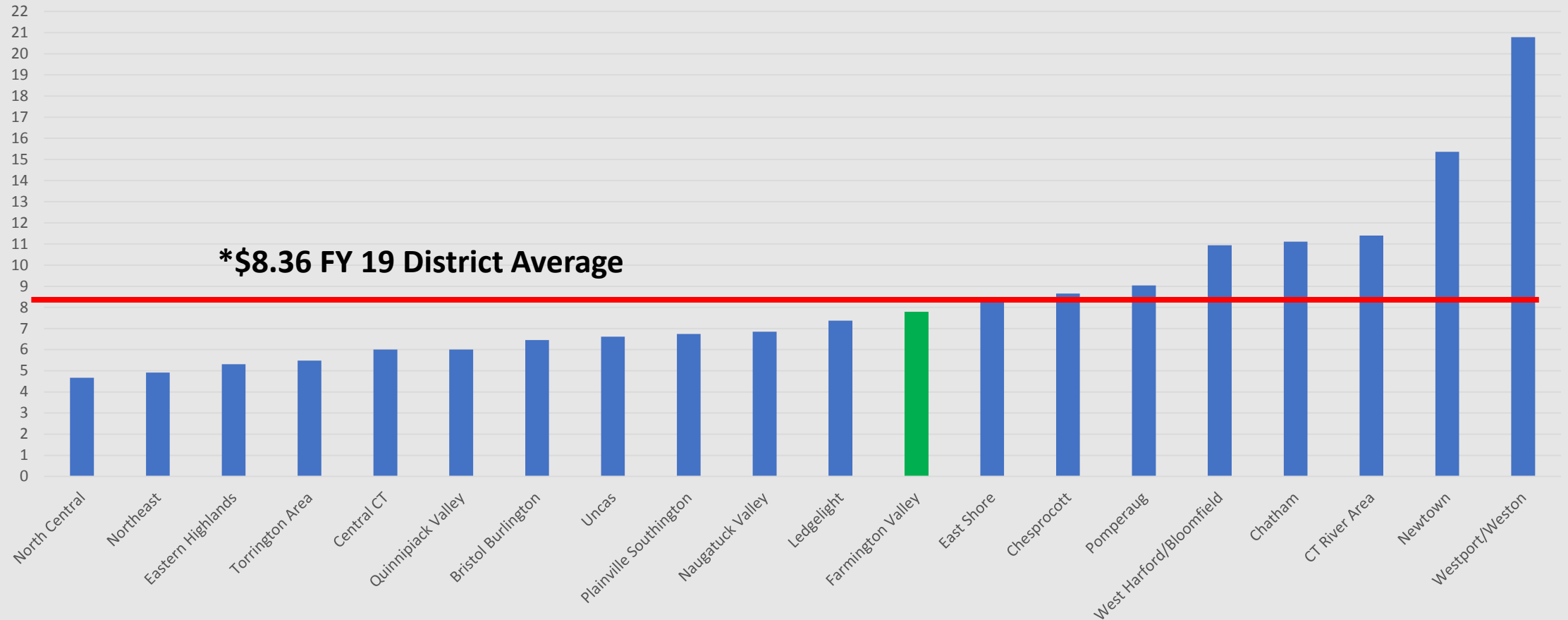
- Balanced budget each year; no use of cash balance
- District population remains flat
- No Increase nor Decrease in State Per Capita
- No Increase in Fee Revenue
- Loss of Men’s Health Grant but modest grant revenue
- 3% increase to non-personnel expenses per year
- Personnel salary increases range from 2-3% per year
- No reductions in environmental health staffing nor salary reductions

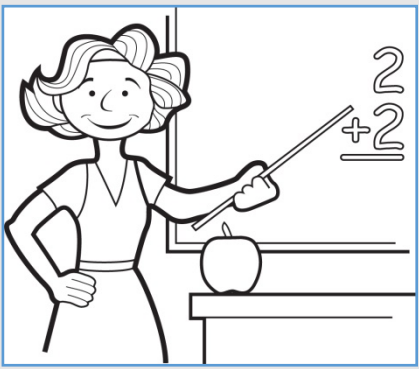


FY 18-19 District Per Capita Rates



Where We End Up

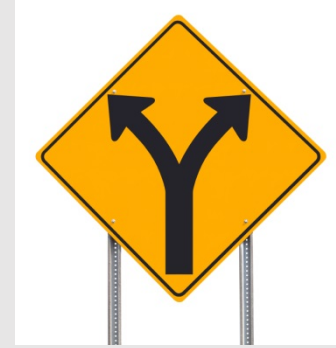




To Sum It All Up

- FVHD's last Strategic Plan was done in 2009
- The **regulatory environment and demands** on the District **have changed** since then
- The **Department of Public Health** is “encouraging” accreditation as a means to meet statutory demands
- We cannot meet these demands without **organizational change including an increase in staffing**
- To accomplish this will require an **increase in member towns' per capita charges starting in FY2019-2020**, but
- Even after this increase FVHD per capita charges in FY2022-2023 **will still be below the current year average for CT health districts.**

FVHD has a choice:



- Dictate our own future and pace of progress

OR

- Wait until we are forced to make changes at which point we lose our options

The Board Has Chosen to Be Proactive

- Meet Statutory Mandates
- Meet Fiduciary Responsibilities to Towns
- Greater Accountability
- Improve Access to Grant Funding
- Align Resources with Strategic Objectives
- Promote Continuous Quality Improvement
- Enhance Workforce Development/Staff Retention



“What do you mean, ‘we never got around to developing a strategic plan’?”



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen Members
From: Maria E. Capriola, Town Manager
Date: January 10, 2019
Subject: Tax Abatement for Volunteer Firefighters and Ambulance Personnel

Attached for your reference, please find a letter from the Fire District regarding proposed changes to Chapter 141, Article 5 of our code of ordinances, Tax Abatement for Volunteer Firefighters and Ambulance Personnel. I received the letter today and have included it as a communication.

For your January 28th meeting I will prepare materials for your packet with a suggested approach for working to update the ordinance. I look forward to working with you on this matter.

Simsbury Fire District

871 Hopmeadow Street • Simsbury, Connecticut • 06070

Kevin J. Kowalski
Chief Administrative Officer

Phone 860- 658-1971
Fax 860- 658-5611

January 9, 2019

Ms. Maria Capriola
Simsbury Town Manager
933 Hopmeadow st.
Simsbury CT 06070

Re : Simsbury Town Ordinance Article V

Dear Ms. Capriola:

Over the last week the Assessors and Tax office has uncovered an anomaly with the Tax Abatement for Volunteer Firefighters and Ambulance personnel. Apparently, during the last revision of the Ordinance to streamline the abatement values and clarify the procedural requirements to receive said benefit, the last paragraph was deleted as an unintended consequence.

Only the first paragraph in 141-18 was to be modified out of the three. The last (forth) paragraph was deleted. This paragraph was as follows:

141-18

D. Any volunteer who a) has served for a minimum of 25 years of service as an active volunteer

in good standing as defined in this § 141-18 of this Article V; b) terminates his or her volunteer service; and c) is otherwise eligible for the tax abatement program defined in this Article V, shall continue to receive a tax abatement in the amount of \$1,000 as set forth in § 141-17 of this Article V per annum as long as they continue to reside and own property in the Town of Simsbury. [Added 6-25-2007]

During the minutes of the meetings in 2016 and during discussions with all principles of the town there were no problems with this section. In fact this section had it's own public hearing in 2007.

I believe it was a clerical oversight to drop this section. It may even have been as simple as not including the second page of the adoptive change. I would respectfully request that we add this section back at our earliest convenience, by the means necessary. I would also request that the effective date be as stated in the last revision.

As stated :

Revised §§ 141-17 and 141-18 of this article shall take effect and shall be applicable to Revised §§ 141-17 and 141-18 of this article shall take effect and shall be applicable to taxes owing beginning with taxes on the Grand List of October 1, 2015. For the October 1, 2014, Grand List, the tax abatement schedule that was in effect prior to this amendment shall remain in full force and effect. taxes owing beginning with taxes on the Grand List of October 1, 2015. For the October 1, 2014, Grand List, the tax abatement schedule that was in effect prior to this amendment shall remain in full force and effect.

I would also like to request that while we would need to go to public hearing, we would look at two additional minor changes that would better clarify some questions that have recently come up.

- 1) Amend in section D above as it currently states :
as long as they continue to reside and own property in the Town of Simsbury. To : as long as they continue to own and occupy property in the Town of Simsbury.

The change is the “reside” to “occupy”. This question has come up as to the definition.

- 2) Clarify section 141-21

This section states that the Town may enter into an agreement with other towns. We may want to add language to the effect that the town who is receiving the benefit of the volunteer firefighter who resides in Simsbury and receives a tax abatement from Simsbury will make Simsbury whole financially.

I want to thank you for your assistance in this matter as this Tax Abatement program is a very large part of our retention program. Our Firefighters do not receive any “pay per call” and we want to have them continue as firefighters for the long term. This is a tremendous incentive to have them stay at least 25 years. 25 years as a volunteer firefighter protecting the citizens and visitors is a very large cost savings to the community.

I look forward to your instruction on how to press forward.

Kevin J Kowalski



Town of Simsbury

FY 2017-2018 Annual Report

Town Manager's Office

The Town Manager is appointed by the Board of Selectmen to serve as the chief executive officer of the Town. She is responsible for the oversight of all Town departments, implementing all acts and policies of the Board and all resolutions and ordinances adopted by the Town. The Office is responsible for the implementation of policies and initiatives, the administration of the human resources program, and supports the Town's economic development activities.

2017-2018 Initiatives and Accomplishments

- Designed and implemented a plan for the transition to a Town Manager-Board of Selectmen form of government. The new form of government took effect December 4, 2017 and our first Town Manager began work January 29, 2018.
- Successfully recruited and on-boarded a new Police Chief, Finance Director/Treasurer, and Director of Culture, Parks and Recreation.
- Supported the work of a number of Board of Selectmen policy initiatives and work groups such as: Economic Development Work Group; Water Shortage Ordinance Subcommittee; Work Group Reviewing Participation of Unaffiliated Voters on Boards, Committees, and Commissions.
- Implemented cybersecurity improvements through infrastructure upgrades, employee awareness training, and the development of cybersecurity policies and procedures.



Budget: \$453,560
4 full-time equivalent employees

Pictured is Simsbury's first Town Manager Maria Capriola, who began work on January 29, 2018

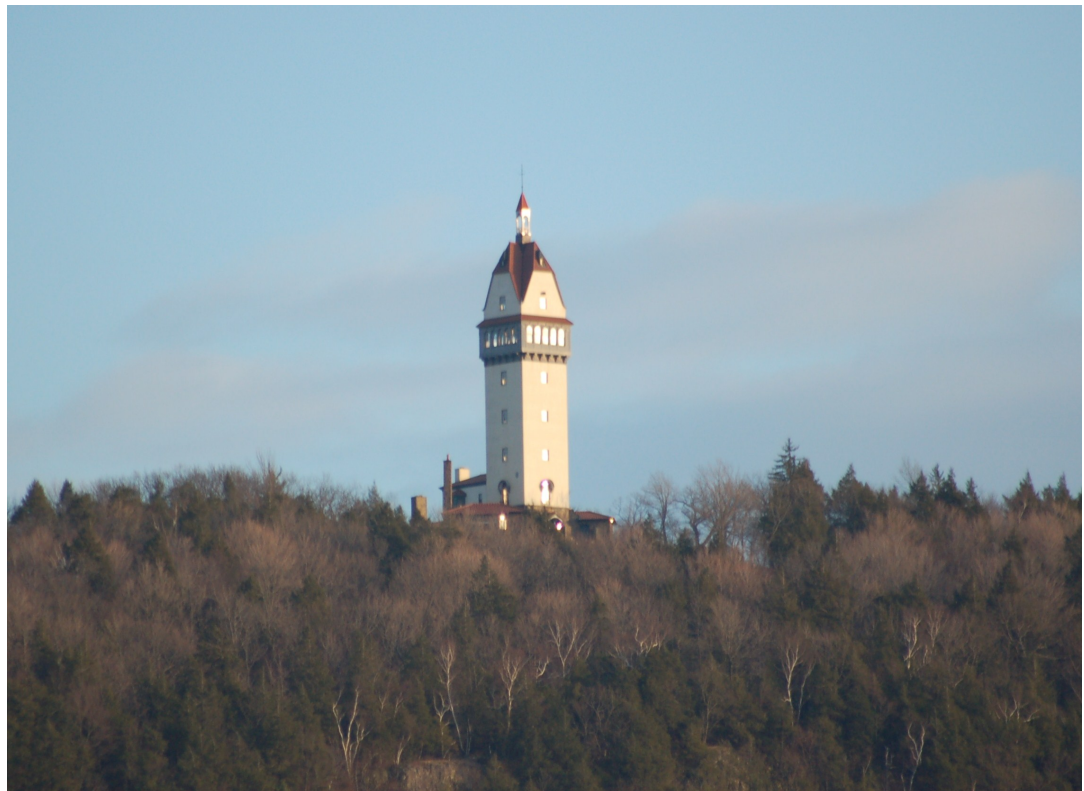
Finance Department

The Finance Department includes financial administration, assessment and revenue collection. The Department's mission is to provide the highest level of fiscal integrity and department support through training, prudent policies and business practices within its procurement, payroll, accounts payable, accounting and reporting, tax collection and debt management.

2017-2018 Initiatives and Accomplishments

- Awarded the GFOA Award for Excellence in Financial Reporting for the 19th consecutive year.
- Maintained Aaa credit rating at a time when many municipalities are being re-evaluated, and in many cases, downgraded due to state budget uncertainties.
- Updated and implemented revised capital asset policy and corresponding asset acquisition and asset disposition forms.
- Successfully assisted in the hiring of a new Finance Director/Treasurer.
- FY 2017 - 2018 ended with unaudited close results of a net increase to fund balance in the amount of \$2,460,099.

Budget:
\$840,663
7.82 full-time
equivalent
employees



Information Technology

The Information Technology Department oversees technology systems and operations of municipal offices. Additionally it provides services to the Board of Education Central Office, Regional Probate Court and the Housing Authority. The Department participates in monthly meetings with Simsbury's Technology Task Force and IT Steering Committee on technology activities, issues and recommendations.



2017-2018 Initiatives and Accomplishments

- Continued fiber optic build-out to Simsbury Farms.
- Implemented Next Generation Firewall appliances.
- Implemented hosted voice over internet protocol (VoIP) telephony for Simsbury Public Library.
- Implemented a cyber security awareness program for Town employees.
- Initiated the upgrade to the Town's financial management system and databases.

*The above picture of the Flower Bridge
was taken by Lorraine Cosgrove*

Budget: \$178,360

2 full-time equivalent employees

Town Clerk's Office

It is the mission of the Town Clerk's Office to serve as the liaison between the local government and the residents and patrons of Simsbury, making sure that information is easily accessible and reliably provided, all while delivering the highest quality of customer service.



Pictured above is the Animal Control Officer and Town Clerk at the Microchip Clinic on June 23, 2018

2017-2018 Initiatives and Accomplishments

- On November 7, 2017, 34% of Simsbury voters turned out for the municipal election for First Selectman, Board of Selectmen, Board of Finance, Board of Education, Board of Assessment Appeals, Planning Commission, Zoning Commission, Zoning Board of Appeals and Library Board of Trustees. At the May 1, 2018 referendum, we had a voter turnout of 9.4% of electors.
- In collaboration with Chief Nicholas J. Boulter, Animal Control Officer Mark Rudewicz, and the Simsbury Police Department, we conducted our 17th Top Dog Contest during May 2018. The program is designed to promote responsible dog ownership and, in turn, to advance public safety within the community. The four happy winners received doggie treats, and their owners received a 2018 dog license at no charge.
- On June 23, 2018, the Town Clerk and the Animal Control Officer hosted a microchip clinic and dog licensing event at the Weatogue Fire Station. Microchips were administered by Hopmeadow Animal Hospital and the Town Clerk was on site to issue 2018 - 2019 dog licenses.

Budget: \$221,178
3 full-time equivalent employees

Registrars of Voters/Election Administration

The operations of the office of the Registrars of Voters are governed by the Secretary of the State's office and state statute. The Registrars of Voters are jointly responsible for the administration of state election laws. They direct all local, state and federal elections and primaries, and the Town's budget referendum, including hiring and training of poll staff, equipment testing and operation, absentee ballot counting, reporting of results, and records retention. Registrars supervise voter registration, maintain the list of qualified electors, and conduct the annual canvass of registered voters.

2017-2018 Initiatives and Accomplishments

- The November 2017 Municipal Election was the first conducted following extensive re-districting. In order to alleviate crowding, more than 1,500 residents voted in new polling locations.
- More than 1,100 new voters registered between July 1, 2017 and June 30, 2018.

Budget: \$101,896

1 full-time equivalent employee

Simsbury Public Library

The Simsbury Public Library educates and enriches the community by providing free and equal access to information, resources and experiences, inspiring our community to discover and connect, enriching lives while approaching the future together.

2017-2018 Initiatives and Accomplishments

- Received a Connecticut State Library Construction Grant in the amount of \$405,525 to offset the cost of the Lower Level Renovation project which will provide additional and much needed programming space.
- Received the 2017 Connecticut Library Association Excellence in Public Library Service Award.
- Community use of Innovators' Workshop and its resources increased 66% over FY 16-17.
- Use of Library materials increased 3% and digital content increased 12%.

Budget: \$1,548,615

17.78 full-time equivalent employees

Culture, Parks and Recreation

The Culture, Parks and Recreation Department is responsible for the administration of the Town's parks, recreational facilities and recreational programs. The Department attempts to provide a wide range of programs and recreational opportunities which contribute to the environment, needs, and interests of the community. It is recognized that the programs and services provided by this Department contribute to the quality of life in the community, and are an integral part of Simsbury's health, welfare, attractiveness, and economic vitality.

2017-2018 Initiatives and Accomplishments

- A new wash station was installed at the Simsbury Farms Golf/Park Maintenance Facility which recycles water used from washing parks and golf maintenance equipment.
- The Simsbury Farms Recreation Complex was originally an apple orchard and has many of the original apple trees on site. Several of these trees have had to be removed for safety reasons but a replacement program has begun with a goal to install 20 replacement trees per year.
- The Memorial Wading Pool renovation was completed. A new water feature was added as well as improvements to pool surfacing.
- Rotary Park Playground had its first major renovation since its initial construction. Renovations included installation of a rubberized poured in place safety surface, new fencing around the playground and replacement and repair of some of the play structures.



General Fund Budget:
\$777,555
Special Revenue Fund
Budget: \$1,967,955
17 full-time equivalent
employees

*Rotary Park Playground
Resurfacing and Repairs*

Community and Social Services

The mission of the Community and Social Services Department is to assist residents with their social, emotional and financial needs while welcoming the commonalities and diversities of all who walk through our doors.

2017-2018 Initiatives and Accomplishments

- We welcomed a new Director who joined our team in October 2017. She is a Licensed Master Level Social Worker with seventeen years of experience, including eleven years of experience as a municipal social worker.
- Partnered with and provided funding to the Simsbury Police, Board of Education, Simsbury Public Library, and the Community for Care to support programming on topics related to safety, drug abuse prevention, family relations, and mental health concerns.
- Served as an intake site for the Connecticut Energy Assistance Program, facilitating \$135,030 in federal heating assistance, which is \$37,170 more than last year. Thirty families with seventy-eight children were provided assistance for the holidays.
- Simsbury Dial-A-Ride provided 8,105 passengers with 7,670 trips and travelled 42,815 miles. In addition, we provided transportation for 305 out-of-town medical appointments and 28 Senior Center trips.



Budget: \$497,895
4.71 full-time equivalent
employees

Public Works

The mission of the Public Works Department is to manage and maintain the Town's infrastructure, including roads, public buildings, and the transfer station in a cost effective and efficient manner that will benefit the safety and comfort of our residents and employees.

2017-2018 Initiatives and Accomplishments

- The Department was awarded the 2018 Connecticut Interlocal Risk Management Agency (CIRMA) Risk Management Award in January of 2018.
- Received a Bicycle and Pedestrian Safety Grant in the amount of \$167,000. This grant will be used to enhance the safety at trail crossings throughout Simsbury.
- This year the Department began to shift its paving program, moving from a need to improve the overall quality of our roads to a maintenance level of pavement work. In 2018 the Department paved 9.5 miles of roadways at a cost of \$1.25 million.
- The Department has been working to be in compliance with the new MS4 regulations from the Department of Energy and Environmental Protection (DEEP). We have improved our recordkeeping and increased our catch basin cleaning program. All of the Town's nearly 4,000 catch basins have been cleaned in the last three years.

Budget: \$3,615,636
30.5 full-time equivalent employees

Water Pollution Control

Simsbury Water Pollution Control (SWPC) is a customer-funded sewer utility owned and operated by the Town of Simsbury. The towns of Avon and Granby are co-owners of the treatment facility. SWPC is responsible for the operation and maintenance of over 80 miles of collection system, five pumping stations and the treatment facility.

2017-2018 Initiatives and Accomplishments

- Upgraded Hayes Pump Station to SCADA controls.
- Conducted a sanitary sewer flow study for the creation of the Development Flow Allocation Policy.
- Upgraded the operational controls of the plant oxidation ditch in order to reduce electrical costs.

Budget: \$3,144,045
11 full-time equivalent employees

Engineering

The mission of the Engineering department is to provide professional infrastructure and building design, project management, and planning services to effectively sustain and improve the current quality of life for Simsbury residents and businesses.



*New foot-
bridge over
Stratton
Brook to Ethel
Walker Woods
trails*

2017-2018 Initiatives and Accomplishments

- Successfully obtained Local Transportation Capital Improvement Program (LOTICIP) grant funding jointly with the Town of Bloomfield in the amount of \$1.020 million for the proposed Bloomfield to Tariffville Multi-Use Trail Connector. Initiated the design phase for this project with the construction phase anticipated in FY 2019-2020.
- Completed an acoustical study and final design for Eno Memorial Hall Renovations. Construction activities for this project will be completed in FY 2018-2019.
- Completed design and construction for the Ethel Walker Woods trailhead at Town Forest Park.
- Completed design and construction for emergency repairs to the House Rest Pond Dam.

Budget: \$261,649
2.85 full-time equivalent employees

Planning and Community Development

The Department's primary mission is to engage the Town's residents and provide professional guidance and coordination in a manner which allows them to envision and plan for a highly desirable and livable town, and to implement and maintain that vision through the implementation of astute use of land in order to ensure a high quality of life for all generations.

2017-2018 Initiatives and Accomplishments

- Planning Department staff assisted the Zoning Commission in updating the zoning regulations to ensure that standards were current with the National Flood Insurance Program.
- In February 2018, the Assistant Building Official position was filled. This is a shared position with the Town of Bloomfield; we budget the position as a full-time staff member and Bloomfield contracts with us under a shared services agreement. This has been a successful regionalism initiative.
- Staff assisted the Planning Commission in drafting updates to the subdivision regulations.
- The Building Department performed over 2,100 building inspections and processed over \$1,168,000 worth of receipts associated with building permits.

Budget: \$639,363
7 full-time equivalent
employees



Police Department

The Simsbury Police Department is a national and state accredited police department that provides law enforcement and public safety services, including operation of the E-911 Communications Center. The Department provides a full range of services under a community policing philosophy.



2017-2018 Initiatives and Accomplishments

- The Department maintained national accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) and was awarded such for the third, three-year term.
- The Department expanded efforts to bring awareness to and support of CT Special Olympics by increasing participation in many events. Several members raised funds and rappelled down the side of Mohegan Sun, staff conducted Tip-A-Cop events at different locations, provided medals to Olympians at the Summer Special Olympic Games, ran in the Torch Run and Officer Laurel Harrington was selected to represent CT at the annual conference in Nashville, Tennessee.
- The Department provided additional protective equipment for officers to use during high risk situations and trained officers to use the equipment. This equipment not only provides protection for the officers, but it better equips the Department to handle high risk emergencies.

Police Budget: \$4,666,086
Animal Control Budget: \$66,909
Civil Preparedness Budget: \$6,685
49.5 full-time equivalent employees

Simsbury Fire District

To minimize injuries, and property loss from fire, hazardous conditions, rescue situations, and other disasters, by providing excellent state of the art, life and property conservation, emergency and educational services while recognizing our people as our most important resource and the key to our success. The Fire District is a separate taxing entity and independent organization from the town. The District also provides emergency management services to the Town.

2017-2018 Initiatives and Accomplishments

- Through donated funds, the Simsbury Volunteer Fire Company donated a Fire Engine playscape at Rotary Park. This playscape was installed by the volunteers and it marks the start of the Fire District and Fire Companies' 75th year anniversary celebrations.
- The 89 volunteer members of the fire company responded to 631 calls for assistance in calendar year 2017.

Budget: \$3,010,153
8 full-time equivalent employees

Simsbury Volunteer Ambulance Association

Simsbury Volunteer Ambulance Association (SVAA) has served the emergency medical needs of the community since 1957. In the past year SVAA's volunteer EMTs, augmented by our paid staff of Paramedics and EMTs, responded to approximately 1,860 emergency medical calls.

2017-2018 Initiatives and Accomplishments

- Simsbury received its re-designation as a HEARTsafe community by the Department of Public Health.
- SVAA, as part of a regional FEMA grant, has received and will be putting into service three LUCAS Chest Compression Systems, one on each ambulance. The LUCAS Chest Compression System is designed to deliver uninterrupted compressions at a consistent rate and depth to facilitate ROSC (return of spontaneous circulation).
- In April, Terry Fogarty and Ann O'Donnell were named Members Emeritus in recognition for their many years of service to SVAA and the community. Joshua Storm was the recipient of a Certificate of Appreciation presented by VFW Post 1926. Donna Anderson received SVAA's EMT of the year award.

Board of Education

The Simsbury Public Schools cultivate the mind, body, and character of each student. We engage students with a meaningful and rigorous academic foundation so that they can contribute to a global society with integrity, compassion, and resilience.



Photo of Simsbury High School graduation taken by Martha Hogan

2017-2018 Initiatives and Accomplishments

- The percentage of SHS students completing at least one Advanced Placement (AP) course was 76%; the percentage of those students achieving a score of 3 or above on the AP Exam was 86%; of the total of 1,060 students who took Advanced Placement exams, 911 students passed the exam.
- Our 11th graders performed first in both the math (score of 604) and ELA (score of 592) portions of the SAT compared to all towns in our District Reference Group (DRG).
- The final phase of a \$24 million capital project renovation began at HJMS. The plan includes updating science classrooms, transforming the library into a modern learning commons, building a brand new auditorium for HJMS's world class music and performing arts program, and implementing building safety upgrades.
- We ramped up school safety efforts by contracting with a nationally recognized school safety expert, providing additional professional development for School Safety Teams, planning Staff Training in Response to Active Shooter Events, securing \$850,000 as part of a Capital Improvement Plan for school safety, and increasing our focus on mental health support and interventions.

Budget: \$68,125,170
641.33 full-time equivalent employees

Housing Authority

The Simsbury Housing Authority is dedicated to providing safe, affordable, housing for limited income seniors and individuals with disabilities. The Simsbury Housing Authority, located on 13 acres at 1600 Hopmeadow Street, is a non-profit organization responsible for operating the Dr. Owen L. Murphy Apartments and the Virginia Connolly Residence. The facilities provide subsidized housing for the elderly and persons over age 18 with disabilities meeting certain income limitations. The Housing Authority and the Town of Simsbury have a mutually cooperative working relationship. The Housing Authority is also fortunate and grateful to have a number of dedicated volunteers who provide programs and services throughout the year. The Housing Authority will continue to move forward with making infrastructure improvements while offering quality programs and services in order to provide comfortable, caring and affordable housing for our current residents and for those who may reside with us in the future.

2017-2018 Initiatives and Accomplishments

- The Housing Authority signed a contract with Lodestar Energy for the installation of solar panels on the Virginia Connolly Residence.
- The Housing Authority was awarded a \$750,000 Small Cities Grant. The grant was used to replace the underground storage tank, install a new generator, make sidewalk and roadway improvements at the Virginia Connolly Residence, and replace the storm doors at the Dr. Owen L. Murphy Apartments.

Probate Court

The mission of the Simsbury Regional Probate Court is to assist individuals and families residing in the district who require the services of the court in an efficient and compassionate manner. The Court strives to ease the process as much as possible knowing that during stressful times it is difficult to cope with the unknown.

2017-2018 Initiatives and Accomplishments

- During the past year, 206 applications were accepted for probate of decedent's estates. In addition, 195 small estate affidavits and tax purposes only estates were filed. The Court also processed 45 applications for conservatorships, and several applications for guardianships of the estate and person of minors, guardianships of the intellectually disabled, termination of parental rights, approval of adoptions, name changes and inter vivos trust matters.

FY17-18 Financial Information

Expenditures

	\$	% of Total
Education	68,631,428	72.9%
Insurance & Benefits	5,101,589	5.4%
Debt Retirement	4,880,219	5.2%
Public Safety	4,659,221	5.0%
Public Works	3,842,044	4.1%
General Government	2,233,005	2.4%
Library	1,526,826	1.6%
Other	1,223,172	1.3%
Culture & Recreation	808,659	0.8%
Health & Social Services	628,646	0.7%
Planning and Development	547,117	0.6%
Total	94,081,927	100.0%

Revenues

Mill Rate History

	\$	% of Total		Town	Fire District	Total
Property Taxes	87,613,101	91.0%	FY13-14	37.29	1.22	38.51
Intergovernmental	5,892,701	6.1%	FY14-15	37.14	1.19	38.33
Licenses / Permits	1,233,814	1.3%	FY15-16	37.12	1.19	38.31
Charges for Services	782,006	0.8%	FY16-17	37.12	1.23	38.35
Other	434,949	0.5%	FY 17-18	38.76*	1.23*	39.99
Investments	323,153	0.3%				
Total	96,279,724	100.0%				

*Town collected 31 mills on motor vehicles and the Fire district collected 1 mill.

Board of Selectmen

Board of Finance

Board of Education

Eric Wellman, First Selectman	Rob Pomeroy, Chair	Tara Donohue Willerup, Chair
Chris Kelly, Deputy First Selectman	Linda Schofield, Vice Chair	Susan Salina, Vice Chair
Sean Askham	Lisa Heavner	Todd Burrick, Secretary
Cheryl Cook	Derek Peterson	Jennifer Batchelar
Mike Paine	Kevin Prell	Thomas Frank
Chris Peterson	Moira Wertheimer	Lydia Tedone
Maria Capriola, Town Manager	Amy Meriwether, Finance Director	Jeffrey Tindall
		Matthew Curtis, Superintendent