

Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN - AMENDED

Regular Meeting – March 27, 2023 – 6:00 p.m.

Main Meeting Room, Simsbury Town Hall

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Participants can address the Board of Selectmen in person at the meeting
- Email townmanager@simsbury-ct.gov by noon on Monday, March 27, 2023 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

PRESENTATION

- a) Open Space Committee Update

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

SELECTMEN ACTION

- a) Tax Refund Requests
- b) FY 2024 Historic Documents Preservation Grant Program
- c) Donation from Simsbury-Granby Rotary Club
- d) Proposed Revisions to Fingerprinting Fee Schedule
- e) Easements Between Dorset Crossing LLC & Town of Simsbury
- f) Appointment of Interim Town Manager
- g) FY 23/24 Budget Discussion

APPOINTMENTS AND RESIGNATIONS

- a) Resignation of Chari Chester Anderson from the Simsbury Diversity, Equity & Inclusion Council

- b) Appointment of Ed LaMontagne as an Alternate Member of the Aging & Disability Commission
- c) Appointment of Veena Raghuvir to Juvenile Review Board
- d) Appointment of Thomas Fitzgerald to Farmington Valley Health District

REVIEW OF MINUTES

- a) March 9, 2023 Regular Meeting Minutes
- b) March 11, 2023 Regular Meeting Minutes
- c) March 13, 2023 Regular Meeting Minutes
- d) March 15, 2023 Regular Meeting Minutes

ADJOURN

Following adjournment, Pursuant to 1-200 (2), the Board of Selectmen and its Legal Counsel will meet as the Executive Search Committee



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Open Space Committee Update
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
This presentation is informational.
5. **Summary of Submission:**
The Open Space Committee consists of 8 members who meet quarterly as well as an Open Space Stewardship and Policies Work Group who meet in between the quarterly full committee meetings. Susan Masino and Margery Winters from the Open Space Committee will be giving you an update on their activity over the past year.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Presentation Slides

Open Space Committee

Presentation to Board of Selectmen

March 27, 2023



“Open Space” is the *Foundation* of Community Well-Being

- Ecological lifeline, scientific consensus
- Strategic, holistic planning is essential
- Values, Principles and Policies
- Master Plan and “Toolkit”
- Updates, Plans and Requests
- Co-Branding with Homegrown National Park

Acquisition Criteria and VALUES:

- Protection of surface water quality
- Protect public drinking water (aquifers or reservoirs)
- Protect natural drainage pattern and manage storm water
- Protect critical habitat.
- Preservation of areas of core forests
- Promote and preserve old and old-growth forests
- Prevention against term soil erosion
- Preserve prime agricultural lands/soils
- Protect lands of social or cultural importance
- Protect unique natural features that define a community's character
- Provide sites for active recreation
- Provide sites for passive recreation
- Enhance connection to existing open spaces
- Create trail linkages between isolated open spaces
- Enhance wildlife corridors between open space parcels

WATER

ECOLOGY / HABITAT

SOILS/FARMLAND

HISTORY / CULTURE

BEAUTY / SENSE OF PLACE

RECREATION

CONNECTIVITY

All of these values contribute to community well-being.

- **Acquisition Policy**
- **Natural Area Stewardship Policy (natural forests)**
- **Farm Lease Policy (best practice / water protection)**
- **Ecological Inventories, Activities and Requests**
 - Stewardship, Documentation, Invasives, Light Pollution, Being “BearSmart,” Partnerships and Programming
- **Leadership on Native plants / Mowing / Invasives**
- **Opportunity:**
 - Get on the Map! Homegrown National Park***

Town Native Plant Policy for Municipal Landscapes

Adapted from Newtown policy

Goal: Maximize the use of *native** vegetation to protect/restore natural habitats and a healthy ecosystem.

Policy is consistent with the
**2017 Simsbury Plan of Conservation & Development
and Simsbury’s Pollinator Pathway Proclamation**

- native wildlife has coevolved with native plants which are essential to the health of our local ecosystems.
- native plants are critical for the life cycles of many native insects which are the base of the local food web.
- native plants are critical to health/survival of native pollinators & songbirds.
- use of native plants in developed landscapes will help create pathways between our developed landscapes and open space areas

* indigenous to the Northeast



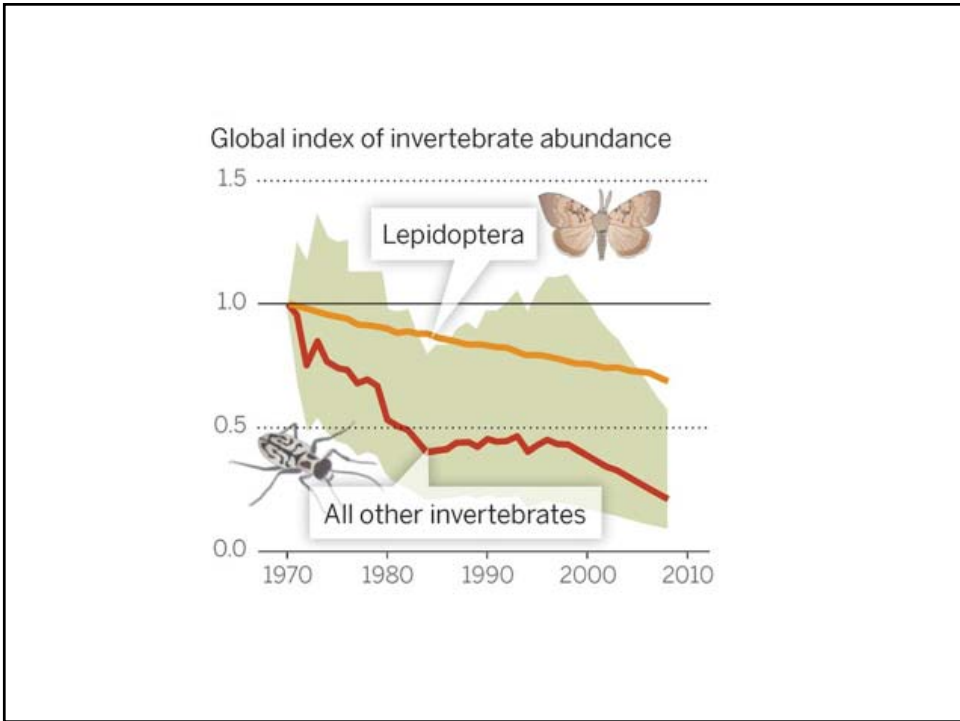
Caterpillars
are
baby bird food



It takes 6,000 to 10,000 caterpillars to raise one clutch of songbirds

Native Plant Species	# of Insect Species Supported
Oaks	557
Chokeberry	206
New Jersey Tea	115
Goldenrods	112
Asters	105
Joe Pye Weed	36
Spicebush	18

NonNative Plant Species	# of Insect Species Supported
Norway maple (invasive)	7
Zinnia	6
Petunia	3
English Ivy (invasive)	3
Forsythia	1
Butterfly Bush (invasive?)	0
Daylily or Myrtle (invasive)	0



Town Native Plant Policy for Municipal Landscapes

Adapted from Newtown policy

Establish minimum standards for new & replacement plantings in the Town of Simsbury **for municipal properties:**

- **Trees:** 100% native*
- **Shrubs:** a minimum of 85% native
- **Grasses** (excluding turf): 100% native
- **Groundcovers:** 100% native
- **Herbaceous perennials:** a minimum of 75% native

* indigenous to the Northeast

Town Mowing Policy for Municipal Field Habitats

Adapted from Best Management Practices

There are two primary **habitat goals** for meadow / grasslands:

- 1) nesting habitat for grassland bird species
- 2) pollinator habitat

Management for these goals requires initially identifying which parcels of land will be managed for birds.

Remaining parcels should be managed for pollinators unless adjacent to other grasslands of sufficient size.



Mowing BMPs for Grassland Habitat

(Currently only Barndoor Hills Triangle)

Annual mowing is necessary to prevent the growth of woody vegetation and to repress the growth of herbaceous, flowering, non-grass vegetation (forbs). Timing of this mowing is critical to the success of nesting birds and to keep the meadow as grass.

- BMP 1:** Investigate which grassland birds are present on parcel.
- BMP 2:** Identify grassland bird priorities for fields.
- BMP 3:** Avoid mowing the meadow during bird nesting season to prevent injury to young nesting ground birds.
- BMP 4:** Mow field annually to remove build-up of shrubs, forbs, or small trees in late winter or early spring.
- BMP 5:** Control invasive plants as much as possible.
- BMP 6:** Coordinate management practices with neighbors with open fields.

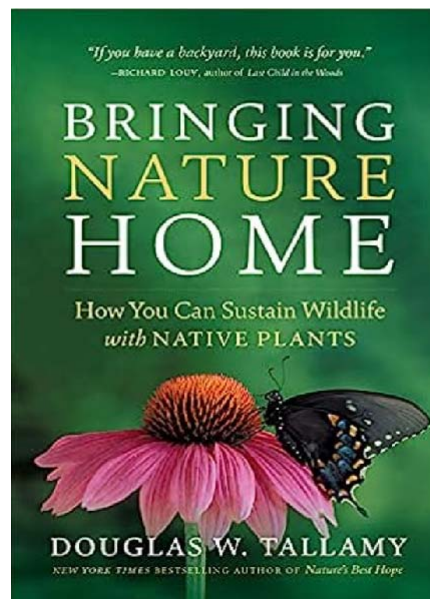
Mowing Practices for Pollinator Habitat

Mowing is necessary to prevent the growth of woody vegetation while encouraging the growth of herbaceous, flowering, non-grass vegetation (forbs). The timing of this mowing is critical to the success of the growth of these forbs.

- Mow fields **once every two years, alternate fields.**
- Mow meadows preferably in early spring before the next year's growth begins. In established meadows, a periodic weed/invasive plant inspection and removal will be necessary.
- More detailed management recommendations are provided.

Open Space Committee: Opportunity

- HomeGrown National Park Branding Opportunity / Pollinator Pathway

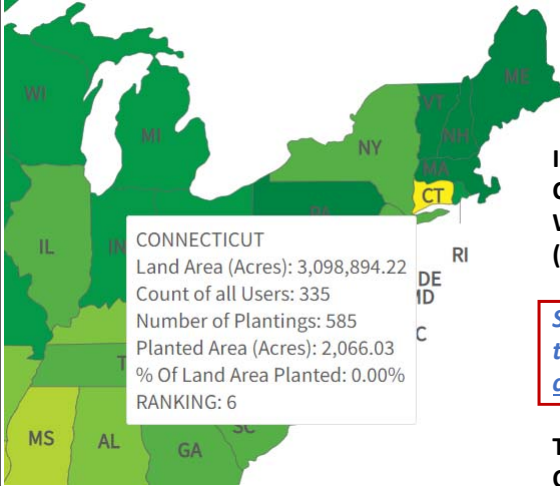


*“If you have a backyard,
this book is for you . . .”*

**Richard Louv,
*Last Child in the Woods***

**Homegrown National Park
(HGNP) is a national
grassroots initiative to
commit to native species
for their many ecological
and health benefits.**

We can "Get on the Map"



CONNECTICUT
Land Area (Acres): 3,098,894.22
Count of all Users: 335
Number of Plantings: 585
Planted Area (Acres): 2,066.03
% Of Land Area Planted: 0.00%
RANKING: 6

**Individual properties can enroll.
CT has 335 users (on 3/22/2023)
We are #6 in the nation.
(Users/Population)**

*Simsbury can be
the first town in the country to
co-brand with HGNP.*

**This co-branding aligns with our
Open Space goals, our "Toolkit,"
and the Simsbury Pollinator
Pathway.**

TOWN OF
SIMSBURY
CONNECTICUT

On the MAP!
 **HOMEGROWN**
NATIONAL PARK®

HNPark.org



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:** March 27, 2023
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 March 27, 2023 to approve the presented tax refunds in the amount of \$2,155.27, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.

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

In a legal opinion from the Town Attorney dated May 22, 2001, he stated that CGS §12-129 "requires that all applications for tax refunds be referred to the Board (of Selectmen) for their consideration and action." Once approved by the Board of Selectmen, the Town Manager will sign off on tax refund applications. As a reminder, the Tax Collector's Office is responsible for collecting revenue for the Fire District pursuant to Special Act #264 of the Legislature in 1945. However, tax refunds for the Fire District are not under the jurisdiction of nor approved by the Board of Selectmen and are therefore not included in the requested tax refunds presented.

6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$2,155.27. The attachment dated March 27, 2023 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated March 27, 2023

REQUESTED TAX REFUNDS
MARCH 27, 2023

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
Gordon, Jonathan (Scott)	16-04-81254	\$152.73		\$152.73
Total 2016		\$152.73	\$0.00	\$152.73
List 2020				
Shapiro, Margaret	20-03-70726	\$130.39		\$130.39
Fernandes, Jeffrey	20-03-70743	\$48.27		\$48.27
Total 2020		\$178.66	\$0.00	\$178.66
List 2021				
FLT Canal Place Flte LLC	21-01-01199	\$1,694.67		\$1,694.67
Krikawa Katherine E	21-03-60168	\$129.21		\$129.21
Total 2021		\$1,823.88	\$0.00	\$1,823.88
TOTAL 2016		\$152.73	\$0.00	\$152.73
TOTAL 2020		\$178.66	\$0.00	\$178.66
TOTAL 2021		\$1,823.88	\$0.00	\$1,823.88
TOTAL ALL YEARS		\$2,155.27	\$0.00	\$2,155.27



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 2024 Historic Documents Preservation Grant Program

2. **Date of Board Meeting:** March 27, 2023

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

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports applying for the Historic Documents Preservation Program Grant, the following motion is in order:

Move, effective March 27, 2023 to submit the FY 2024 Historic Documents Preservation Program Grant application and to authorize Maria E. Capriola, Town Manager, to designate Trish Munroe, Town Clerk, as the agent for making the above application.

In the event that the grant is awarded, the following additional motion is in order:

Move, to accept the FY 2024 Historic Documents Preservation Program Grant and to authorize Maria E. Capriola, Town Manager, or a successor Town Manager, to execute all documents related to the grant award.

5. **Summary of Submission:**
Each year the Town Clerk has an opportunity to apply for the Historic Documents Preservation Program Grant. The Targeted Grant Award amount is determined by a town's population. The Town of Simsbury is considered a medium sized municipality and is therefore eligible for a grant amount of \$8,000.

The grant funds would allow the continuation of a vital record project which was initiated last year. The Town Clerk's office routinely utilizes original vital records to prepare certified copies. Many of these vital records are contained in bound volumes. This not only presents a challenge in creating quality certified copies but also strains the volumes during use. By unbinding the volumes and placing these records into archival binders, we will be better able to create quality certified copies, while preserving the integrity of the records for years to come.

6. **Financial Impact:**
The total cost of the above project is expected to be \$8,000. The entire amount of the project will be funded by the grant award.

7. Description of Documents Included with Submission:

- a) Targeted Grant FY 2024-Historic Documents Preservation Program-CT
Municipalities Application and Narrative

APPLICATION
TARGETED GRANT FY 2024
 Historic Documents Preservation Program
 Connecticut Municipalities
 GP-001 (rev. 1/2023)



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

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

Name of Municipality:
 Use full municipality name, ie
 'Town of ___' or 'City of ___'

Town of Simsbury

Name of Municipal CEO: **Maria E. Capriola** **Title:** **Town Manager**

Phone with Area Code: 860-658-3230

Email: mcapriola@simsbury-ct.gov

Name of Town Clerk: **Trish Munroe** **Title:** **Town Clerk**

Phone with Area Code: 860-658-3243

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

TC Mailing Address: 933 Hopmeadow Street

MCEO Address if Different: n/a

Grant Application Deadline: Cycle 1: April 30, 2023 Cycle 2: September 30, 2023

Grant Contract Period: The contract period begins after July 1, 2023 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2024.

Maximum Grant Allowed:

\$6,000	Small Municipality	Population less than 20,000
\$8,000	Medium Municipality	Population between 20,000 and 69,999
\$11,000	Large Municipality	Population of 70,000 or greater

Amount Requested: \$ **8,000**

Grant Category(ies):

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

See Page 6 of the Guidelines for Category descriptions.

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$ 8,000	\$ 0	\$ 8,000
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
4. Town Personnel Costs (Total cost for all town personnel)	1\$	2\$	\$
5. Other (Please specify on a separate sheet; rarely used)	\$	\$	\$
6. TOTAL	\$ 8,000	\$ 0	\$ 8,000

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

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

Narrative Page & Supporting Documents

Answer on an attached page. **Number each question and answer.** If applying for more than one project, questions 1 through 3 must address each project **separately** and be numbered separately, i.e., 1a and 1b, 2a and 2b, 3a and 3b.

Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.

- 1. Describe the project.** State **what** will be done and **why**. In addition, for **records projects**, identify the specific records, including date ranges. For **conservation projects**, also address microfilming – see Guidelines booklet for instructions under Preservation/Conservation on **Page 9**.
- 2. Provide vendor/personnel info & timeframe.** For **vendors**, identify the company and the timeframe for completing the work within the grant period. For **town personnel** – see Guidelines booklet for instructions under Town Personnel Costs on **Page 12**.
- 3. State what will be accomplished.** Explain how the project will impact the records, the office and/or the municipality.
- 4. Provide a detailed budget.** If applying for only **one** project with one vendor – **omit** this question. If applying for more than one project – show the **detail** for each line item listed on page 1 of the Application (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs) and the **split** between grant and local funds for each line item (if any).
- 5. Attach supporting documents.** For **vendors**: provide a copy of the proposal or quote. For **direct purchases** of equipment or supplies: provide a copy of the product information/pricing from the website or catalog.

Designation of Town Clerk as Applicant

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

I hereby designate, Trish Munroe, the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

Maria E. Capriola
Name and Title of MCEO

Certification of the Application

This section **must** be signed by the **applicant**.

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

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2024 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

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

Trish Munroe, Town Clerk
Name and Title of Applicant

For State Library Use Only

Grant Disposition: Approved Denied

Grant Award: \$ _____

Grant Number: _____ - _____ - _____

Signature of Public Records Administrator

Date

Connecticut Municipalities

Narrative

Describe the project:

1. The Town of Simsbury has bound volumes containing marriage records from the years 1969 through 1999 and death records from the years 1924 through 1933. With the grant award, these vital record volumes will be taken apart, microfilmed for security and placed into archival vital record binders. Each vital record will have holes added to the left margin area to allow for easy removal and replacement into the binders. This proposed project will continue last year's grant project which accomplished unbinding 40 vital records volumes and transferring the documents into new archival binders.

Identify the vendors or town personnel:

2. Adkins, Inc., 40 South Street, P.O. Box 2440, New Britain, CT 06050-2440 will be completing the above described work.

State what the municipality hopes to accomplish:

3. The Town Clerk's Office routinely utilizes original vital records to prepare certified copies. For vital records contained in bound volumes, this not only presents a challenge in creating quality certified copies but also strains the volumes during use. By unbinding the volumes and placing these records into archival binders, we will be able to create better quality certified copies, while preserving the integrity of the records for years to come.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from Simsbury-Granby Rotary Club
2. **Date of Board Meeting:** March 27, 2023

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Nicholas Boulter, Chief of Police

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the Simsbury-Granby Rotary Club donation, the following motion is in order:

Move, effective March 27, 2023, to accept a donation from Simsbury-Granby Rotary Club in the amount of \$1,875 to sponsor the attendance of three Simsbury Police cadets at the Cadet Academy in the summer of 2023.

5. **Summary of Submission:**
The Simsbury Police provides a police cadet program for youth (age 14-20) to learn about policing, leadership, community, and volunteerism. The cadets can participate in the North East Regional Law Enforcement Educational Association (NERLEEA) cadet academy. It is designed for cadets with little to no experience to experienced cadets who practice skills running a patrol shift, investigating crimes, competing against other cadet programs and participating in mock testing for a career in law enforcement. Officers accompany the cadets for supervision, instruction, guidance, and support.

The Simsbury-Granby Rotary Club has provided a financial donation in the amount of \$1,875 to the Police Department to pay for the registration of three Simsbury Police cadets to attend the 2023 NERLEEA Cadet Academy.

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 send a thank you letter to Simsbury-Granby Rotary Club.

6. **Financial Impact:**
The \$1,875 donation from the Simsbury-Granby Rotary Club will be used for the tuition of three Simsbury Cadets to attend the NERLEEA academy. The funds would be deposited into a Police Department Community Services 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:** Proposed Revisions to Fingerprinting Fee Schedule
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Nicholas J. Boulter, Chief of Police
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectman is in concurrence with the recommendation of the Chief of Police and supports the proposed revisions to fingerprinting fee schedule as presented, the following is in order:

Move, effective July 1, 2023 to approve the proposed revisions to the fingerprinting fee schedule as presented.
5. **Summary of Submission:**
The Police Department is proposing an increase in the fingerprint fees to the public from \$5.00 to \$10.00. The proposal includes charging a separate \$10.00 fingerprint fee for pistol permit applications, in addition to the existing \$70.00 fee for a pistol permit application. The fee schedule will remain \$5.00 for individuals applying to the Simsbury Board of Education (BOE).

Our current fingerprint fees are far less than our surrounding communities and to the communities we normally use for comparison. They range from \$0 to \$25 with an average of \$11. Many of the communities charge a separate fingerprint fee for a pistol permit application as well.

The Police Department conducts on average about 600 fingerprints each year (175 of which are for the BOE). The prints are mostly for employment reasons, pistol permits and a variety of applications such as adoptions.

The proposed increase to the fee schedule will help support the annual maintenance and warranty of the fingerprint equipment (\$4,500 - \$5,400). Although we are required by the State to use some of the equipment, state funding was not provided.
6. **Financial Impact:**
The increase in fees is estimated to generate an additional \$3,000 to \$4,000 in revenue which will be used to offset the annual maintenance cost of the equipment.
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:** Easements Between Dorset Crossing LLC & Town of Simsbury
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas Roy, Director of Public Works / Town Engineer; Adam Kessler, Deputy Town Engineer *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports allowing these easements, the following motions are in order:

Move, effective March 27, 2023, to authorize Town Manager, Maria E. Capriola, to execute the First Amendment to Temporary Turnaround Easement Agreement between Dorset Crossing LLC and the Town of Simsbury.

Move, effective March 27, 2023, to accept the Driveway and Drainage Easement from Dorset Crossing LLC to the Town of Simsbury.

Move, effective March 27, 2023, to accept the Conservation Easement from Dorset Crossing LLC to the Town of Simsbury.

5. **Summary of Submission:**
Dorset Crossing LLC and the Town of Simsbury entered into a certain Temporary Turnaround Easement Agreement dated October 25, 2013 and recorded on volume 869 at page 393 of the Simsbury Land Records. The First Amendment revises the agreement to address the proposed and accepted development plan by Dorset Crossing LLC to improve Lot D and Lot G. The easement area is limited to Lot G (#115 Casterbridge Crossing).

The amended easement defines maintenance responsibilities of the turnaround. Dorset Crossing LLC will be responsible for maintaining the temporary center island, lighting, and grassy areas. The Town will be responsible for the road pavement including snow removal of the road surface only.

The turnaround is considered temporary since the right-of-way ends at the property line allowing future extension of Casterbridge Crossing as depicted on EA-1 (Attachment 4).

The Driveway and Drainage Easement will allow ongoing and future maintenance of the culvert to be installed as part of the extension of Casterbridge Crossing over Saxton Brook. The easement is located on Lot G (#115 Casterbridge Crossing).

The Conservation Restriction Area includes the downstream area of Saxton Brook that is located on Lot G (#115 Casterbridge Crossing).

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) First Amendment to Temporary Turnaround Easement Agreement
- b) Drainage and Driveway Easement
- c) Conservation Restriction Area
- d) Easement Survey (Sheet EA-1)

FIRST AMENDMENT TO TEMPORARY TURNAROUND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY TURNAROUND EASEMENT AGREEMENT (as amended herein, this "Agreement") is made and entered into as of _____, by and among DORSET CROSSING, LLC a Connecticut limited liability company, with an office and place of business at 30 Dorset Crossing Drive, Suite 600, Simsbury, Connecticut 06070 ("Grantor"), and the TOWN OF SIMSBURY, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut ("Grantee").

RECITALS

Grantor is the owner of certain real property located in the County of Hartford, State of Connecticut, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area").

In connection with the Acceptance of Dorset Crossing Drive and Casterbridge Crossing in the Dorset Crossing Subdivision Grantee has required the installation of a temporary turnaround at the temporary end of Casterbridge Crossing over the Easement Area be granted to Grantee.

Grantor and Grantee did enter into a certain Temporary Turnaround Easement Agreement dated October 25, 2013 and recorded in volume 869 at page 393 of the Simsbury Land Records.

Grantor and Grantee now desire to amend said Agreement to grant to Grantee a temporary turnaround easement over the Easement Area, as herein amended, on and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows: Grant of Easement Grantor hereby grants and conveys to Grantee a nonexclusive temporary easement (the "Easement") over and across the Easement Area for use as a temporary vehicular turnaround roadway area. Grantor reserves the right to use the Easement Area for all purposes that do not materially and unreasonably interfere with the Easement granted herein.

1. Automatic Termination. Grantor and Grantee agree that the Easement shall automatically terminate upon both (i) the dedication and acceptance of the remaining portion of Casterbridge Crossing from its present terminus to a turnaround area, looped roadway, alternative access point or other public right-of-way eliminating the need for a turnaround within the Easement Area (the "Future Right-of-Way"), and (ii) the construction of temporary or permanent road surface over such Future Right-of-Way; Upon the occurrence of the above the Easement shall automatically terminate and be of no further force or effect, and title to the Easement and Grantee's interest in the Easement Area created under this Agreement shall automatically revert to Grantor. Without limiting the foregoing automatic termination, upon Grantor's request following the occurrence of (i) and (ii) above, Grantee agrees to execute, acknowledge and deliver to Grantor an instrument in recordable form evidencing and confirming the termination of the easement and quitclaiming to Grantor all Grantee's interest in and to the Easement Area.

2. Conditions. This conveyance includes the following agreements:

- A. Except as provided below, Grantee shall be responsible for any and all maintenance, repair, and improvements to the Easement Area, including winter maintenance and snow removal, and shall ensure that the Easement Area remains in a safe and useable and nuisance free condition. The frequency and level of performance of the responsibilities described in this paragraph shall be at the reasonable discretion of the Grantee.
- B. Grantee shall be responsible for any and all costs, liabilities or expenses associated with the use maintenance and repair of the Easement area.
- C. Grantor shall be responsible for all maintenance of those portions of Lot G, as shown on the map referenced in Schedule A not within the Easement Area.
- D. Grantor reserves the right to relocate the Easement Area to accommodate future development of Lots G and D as shown on the map referenced in Schedule A. Said relocation shall be at Grantor's expense, and shall require the location approval of Grantee, which shall not be unreasonably withheld, conditioned or delayed.
- E. Notwithstanding anything else herein to the contrary, Grantor shall be

responsible for any and all maintenance, repair, and improvements to all temporary sidewalks, lighting, grassy areas and the landscape island in the middle of the cul-de-sac within the Easement Area, the intent of the parties being that Grantee's responsibilities shall be limited to the paved area which carries vehicular traffic within the Easement Area.

3. Miscellaneous.

- A. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
- B. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.
- C. This easement may not be modified or amended, except by a writing executed and delivered by the Grantor and Grantee or their respective successors and assigns.
- D. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereby shall be construed as, or constitute, a waiver of acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
- E. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- F. This easement shall be construed and enforced in accordance with the laws of the State of Connecticut.

[Signature page(s) follow.]

Signature Pages to Temporary Turnaround Easement Agreement

Signed, Sealed and Delivered
in the Presence of:

Jeanne Adamek Jolly
JEANNE ADAMEK JOLLY
Jasmine Moore
Jasmine Moore

GRANTOR:
DORSET CROSSING, LLC
By The Keystone Companies, LLC,
Its Sole Member

By P. Anthony Giorgio
P. Anthony Giorgio
Its Managing Member

STATE OF SOUTH CAROLINA)

SS: _____

March 8, 2023

COUNTY OF HORRY)

Personally appeared P. Anthony Giorgio, duly authorized Managing Member of The Keystone Companies, LLC, the sole member of Dorset Crossing, a Limited Liability Company, and that he as such Managing Member being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Keystone Companies, LLC by himself as such Managing Member on behalf of Dorset Crossing, LLC.

Stephanie M Teixeira

Notary Public

My Commission Expires: 10/06/32



Signed, Sealed and Delivered

in the presence of:

TOWN OF SIMSBURY

Maria Capriola, its Town Manager
Duly Authorized

STATE OF CONNECTICUT)

SS:

2013

COUNTY OF HARTFORD)

Personally appeared Maria Capriola, known to me to be the Town Manager of the Town of Simsbury, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed of said Town, before me.

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

Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A

All that certain piece or parcel of land located in the Town of Simsbury, County of Hartford and State of Connecticut being shown in crosshatch and designated as "EXISTING TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE TOWN OF SIMSBURY S.L.R. VOL. 732 PG. 340 TO BE AMENDED 6,965 SQ. FT." on a certain map or plan entitled "COMPILATION PLAN EASEMENTS TO BE GRANTED TO THE TOWN OF SIMSBURY ON PROPERTY LOCATED AT 115 CASTERBRIDGE CROSSING SIMSBURY, CONNECTICUT DATE 01-10-2023 EA-1" prepared by F.A. Hesketh and Associates, Inc., which map is or will be filed with the Simsbury Town Clerk.

DRAINAGE AND DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Dorset Crossing, LLC, with an office at 30 Dorset Crossing Drive, Simsbury, Connecticut (“Grantor”), for the consideration of One (\$1.00) Dollar and other valuable consideration received to its full satisfaction from The Town of Simsbury (“Grantee”), does hereby give, grant, bargain and convey to the Grantee the permanent right, easement and privilege to construct and reconstruct, maintain and operate underground drainage pipes, and/or other similar facilities, including necessary appurtenances for the purpose of carrying surface water across and within an easement hereinafter described, over and across, under and through, land of the Grantor located in the Town of Simsbury, County of Hartford, and State of Connecticut, more particularly described on Schedule A, attached hereto and incorporated herein by reference, together with the right to enter with men and materials onto such easement area, including the right of reasonable access from the adjoining land of the Grantor.

Together with the right to construct a paved driveway within said easement area for the purpose of access, ingress and egress to the drainage facilities to be constructed pursuant to the rights granted herein.

The Grantor shall have the right to make use of the easement area in any fashion that does not interfere with the purposes for which this easement is granted, except that no building, structure, sign or other improvement or obstruction shall be located in the easement area, and no excavation shall be conducted in the easement area without the written consent of the Grantee, which consent will not be unreasonably withheld. No such written consent is necessary for activities which have received approval from all town agencies having jurisdiction thereof.

It is understood that the Grantor reserves to itself, its heirs, administrators, successors and/or assigns, the right to cross and recross and to pass over the above-described easement area, and the right to utilize the land included therein in any manner permitted to a fee owner, provided, however, that the exercise of such rights shall not interfere with the construction, operation and/or maintenance of said drainage facilities.

It is further agreed that the Grantee, in constructing, reconstructing, maintaining and operating said facilities shall do no unnecessary damage to the premises and shall restore the surrounding area to substantially its prior condition; however, this obligation of the Grantee shall not apply to any improvement or obstruction placed upon the easement area by the Grantor without the prior written consent of the Grantee.

It is further agreed that by acceptance of this Easement the Grantee shall be responsible for the costs of installation and maintenance of any drainage facilities, driveways or other improvements it may install within the easement area.

To have and to hold the above granted easement and right-of-way with all rights and privilege appurtenant thereto unto the said Grantee, its successors and assigns, to it and their own proper use.

Signed, Sealed and Delivered
in the Presence of:

GRANTOR:
DORSET CROSSING, LLC
By The Keystone Companies, LLC,
Its Sole Member

Joann Adamek Jolly
JOANN ADAMEK JOLLY
Jasmine Moore
Jasmine Moore

By P. Anthony Giorgio
P. Anthony Giorgio
Its Managing Member

STATE OF SOUTH CAROLINA)

SS: _____ March 8, 2023_

COUNTY OF Horry)

Personally appeared P. Anthony Giorgio, duly authorized Managing Member of The Keystone Companies, LLC, the sole member of Dorset Crossing, a Limited Liability Company, and that he as such Managing Member being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Keystone Companies, LLC by himself as such Managing Member on behalf of Dorset Crossing, LLC.

Stephanie M Teixeira

Notary Public
My Commission Expires: 10/06/32



SCHEDULE A

All that certain piece or parcel of land located in the Town of Simsbury, County of Hartford and State of Connecticut being shown as a shaded area and designated as "DRAINAGE AND DRIVEWAY EASEMENT TO BE GRANTED TO THE TOWN OF SIMSBURY 3,532 SQ. FT." on a certain map or plan entitled "COMPILATION PLAN EASEMENTS TO BE GRANTED TO THE TOWN OF SIMSBURY ON PROPERTY LOCATED AT 115 CASTERBRIDGE CROSSING SIMSBURY, CONNECTICUT DATE 01-10-2023 EA-1" prepared by F.A. Hesketh and Associates, Inc., which map is or will be filed with the Simsbury Town Clerk.

Doc ID: 001729820009 Type: LAN
BK 869 PG 379-387

**DECLARATION AND GRANT OF CONSERVATION
RESTRICTION IN FAVOR OF THE TOWN OF SIMSBURY**

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

KNOW YE, that **DORSET CROSSING LLC**, of the **TOWN OF SIMSBURY**, County of Hartford and State of Connecticut ("Grantor"), owner of the premises hereinafter described, for good and valuable consideration (other than money) received to Grantor's full satisfaction, does by these presents in accordance with Connecticut General Statutes Sec. 47-42a-c inclusive, declare, grant, bargain, sell and convey unto the **TOWN OF SIMSBURY**, a Connecticut municipal corporation located in the County of Hartford, State of Connecticut ("Grantee") and to grantee's heirs, successor, and assigns forever the following **CONSERVATION RESTRICTION** to retain the land and water areas predominantly in their natural, scenic and open condition and in forest and open space use pursuant to said Connecticut General Statutes Sections 47-42a-c inclusive, together with a right to enforce the same pursuant to Section 47-42b of the Connecticut General Statutes in, over, along and across the area shown on **Schedule A** attached hereto and made a part of hereof, (the "Restriction Area").

The Grantor, for itself, its heirs and assigns, represents and covenants that it is well seized of the Property containing the Restriction Area as a good and indefeasible estate in fee simple, and it has good right to enter into this Conservation Restriction in the manner and form as is above written, and that the same is free from all encumbrances whatsoever, except as shown on Schedule A. This representation and all other representations made by the Grantor herein are material representations upon which the Grantee is relying upon with regard to this Conservation Restriction. The Grantor does, by these presents, bind itself, its heirs and assigns forever to **WARRANT AND DEFEND** the above-granted and bargained Conservation Restriction to the Grantee, its successors and assigns, against all claims and demands whatsoever.

1. The Grantor for herself and her heirs, successors and assigns hereby agrees that it and they shall retain the afore-described and delineated trees in the Restriction Area in their present natural condition. Without limiting the generality of the foregoing, the Grantor for herself and her

W:\WordDocs\Clients\Giorgio, Tony\The Keystone Companies, LLC\Dorset Crossing\RG(Brian Robik)\Development\Easpoints Contract\Declaration and Grant of Conservation Restriction.doc

NO CONVEYANCE TAX COLLECTED
[Signature]
TOWN CLERK OF SIMSBURY, CT

heirs, successors and assigns hereby agrees that the following activities shall be prohibited in said Restriction Area:

- a. The construction and placing of buildings, roads, driveways, camping accommodations, and mobile homes or other structures on or above the ground.
- b. The dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, junk or unsightly or offensive materials within or upon the Restriction Area. In the event that any such material shall be deposited within or upon the Restriction Area, the Grantor shall remove any such materials from the Restriction Area within 30 days of the date upon which the Grantor shall receive from the Grantee written notice that such materials be removed. Any notices given pursuant to this instrument shall be in writing and shall be deemed to have been properly given when served personally, or three business days after sending by United States registered or certified mail, postage prepaid, addressed as hereinafter provide. All such notices to the Grantor shall be addressed as follows:

Dorset Crossing LLC
30 Dorset Crossing Drive, Suite 600
Simsbury, CT 06070

or as Grantor may from time to time designate by written notice to Grantee. All such notices mailed to Grantee will be addressed as follows:

Director of Community Planning and Development
Town of Simsbury
Planning Department
933 Hopmeadow Street
Simsbury CT 06070

or at such other address or addresses to the attention of such officer or other person

- as. Grantee may from time to time designate by written notice to Grantor.
- c. The removal and destruction of shrubs, natural vegetation except for the removal of dead or dying trees and shrubs, those trees designated on said subdivision plan, the killing of wildlife, spraying pesticides, or any other activities or uses detrimental to drainage, flood control, underground aquifers, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and water areas in their open natural condition
- d. The excavation, dredging or removal of loam, peat, gravel, soil, rock or other substances in such a manner as to affect the surface or the quantity or quality of ground water or surface waters.

The Grantee shall not be deemed to have waived or forfeited the right to initiate any future action as shall be necessary or required in order to cure any violation of the terms of this Conservation Restriction in the event that the Grantee shall fail to initiate any such action as to any prior violation.

2. The restriction herein granted and declared shall run with the land and be construed as a burden appurtenant to the Restriction Area and as a benefit running in favor of the Grantee and its successors and assigns. Without in any way affecting or diminishing the quantum of the restriction conveying and declared herein, Grantor for herself and her heirs, administrators, successors and assigns hereby agrees that it shall remain wholly responsible for the care, maintenance and control of the premises in and upon which the restriction is granted and shall indemnify and hold Grantee harmless from any claims, suits, actions, losses, damages, costs and expenses, including without limitation reasonable attorney's fees, arising from or with respect to the aforesaid premises.

3. The restrictions described herein shall be binding upon the Grantor, her heirs, administrators, successors and assigns, until an instrument signed by the First Selectman of the Town of Simsbury and the Planning Commission of the Town of Simsbury (or successors to said offices) terminating or modifying said restrictions indicating majority approval for said action by both the Board of Selectmen and the Planning Commission has been filed in the Land Records of

the Town of Simsbury.

4. Said Grantor further covenants and agrees that the Grantor shall provide notice by certified mail to the last known address of any person or entity to whom the Grantor conveys any possessory interest in the subject property, including, but not limited to, any tenant, successor, or assign, of a certified copy of the Conservation Restriction. Failure of a subsequent owner to provide such notice shall not subject Grantor to any personal liability. Failure of any subsequent owner to provide such notice shall not constitute any waiver of Grantee's rights herein.

5. The Town of Simsbury may enforce these restrictions by any appropriate proceedings at law, in equity, or by administrative proceedings, against any person or persons violating or attempting to violate the same, which enforcement may include but shall not be limited to an attempt to restrain the violation or to recover damages.

6. The Grantee may enter the Restriction Area at all reasonable times in order to determine if the Grantor is complying with the purposes and conditions of this Restriction and the covenants herein set forth.

7. The Grantee, acting through its Conservation Commission or successor, shall upon the written request of the Grantor, render its opinion on whether a proposed activity has any of the above prohibited effects listed herein. Application for such an opinion shall be made to the Conservation Commission or its successors, and shall be processed in accordance with the procedures established by the Conservation Commission, or its successors, in effect at that time. Following an adverse opinion by the Commission, or its successor, the Owner may commence an action for declaratory judgment against the Commission under Connecticut General Statutes Section 52-59 and Practice Book Section 390 et seq.

The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, permit the construction, reconstruction, maintenance and repair within said Premises of above-ground and below-ground public or private utilities, including sanitary sewer and/or water lines, subject to (1) demonstration of the need for the proposed activity within said premises, and (2) environmental review of the siting and proposed methods of installation and maintenance of such utilities.

The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, or its successor, permit the removal of dead or diseased trees or dead or diseased brush from the Restriction Area in a manner acceptable to the Conservation Commission.

The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Owner, permit the pruning and thinning of live trees and brush on said Restriction Area.

Application by the Grantor for any approval provided for hereunder shall be made to the Conservation Commission, or its successor, and shall be processed in accord with the procedures established by the Conservation Commission, or its successor, in effect at that time.

If at any time all or a portion of the Restriction Area is condemned by some dominant governmental authority, then the Grantee shall automatically release the portion of the Restriction Area that is the subject of the condemnation from this Conservation Restriction as though this instrument had never been executed by the Grantor.

The Grantee herein reserves to Grantor the right to make use of the above-described Restriction Area for any and all purposes which are in keeping with the stated intent of this Conservation Restriction and which shall in no way endanger the maintenance and conservation of the above-described Restriction Area in their natural state.

8. Invalidation of any one of the restrictions, conditions or covenants herein contained shall not affect any of the other restrictions, conditions or covenants which other restrictions, conditions or covenants shall remain in full force and effect.

9. If it is determined by the Conservation Commission, or its successor, that a violation of a Conservation Restriction exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the Conservation Commission, or its successor, is in violation of this Conservation Restriction.

Within 60 days of such order and after appropriate notice, the Conservation Commission shall hold a hearing for the purpose of determining if the cease and desist order shall continue.

In the event there is any such violation of the provisions of this Conservation Restriction, the Grantor agrees that it shall restore the Restriction Area as closely as possible to its natural state. If the Grantee, acting through its Conservation Commission, or its agent or successor, determines that any person has violated the terms of this Conservation Restriction, the Grantee may issue an order directing the Grantor to restore the Restriction Area as closely as possible to its natural state. Such order may direct that the restoration shall include any or all of the following corrective actions or such other corrective action as the Grantee deems to be necessary to restore the Restricted Area to its natural state:

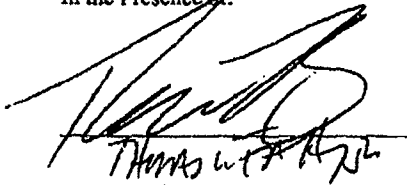
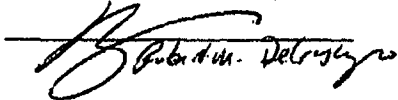
- (1) replanting with trees, shrubs or other appropriate vegetation acceptable to the Conservation Commission;
- (2) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
- (3) removal of any unauthorized buildings, signs, billboards or other advertising, or other structures;
- (4) emplacement and maintenance of erosion controls;
- (5) replacement by a land surveyor of any Conservation Restriction markers which have been removed or disturbed;
- (6) Restoration shall be at the expense of the Grantor and in accordance with plans developed by a qualified professional such as a landscape architect, land surveyor, or a professional engineer, and approved by the Conservation Commission or its successor.

If the Grantor fails to remedy any violation of this Conservation Restriction in accordance with an order issued in accordance with this Article, the Grantee may enforce this Conservation Restriction by injunction or other proceedings in equity.

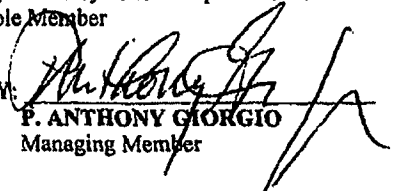
IN WITNESS WHEREOF, **DORSET CROSSING LLC**, acting herein by The Keystone Companies, LLC, its sole member, acting herein by **P. ANTHONY GIORGIO**, its duly

authorized managing member, has hereunto set his hand this 25TH day of OCTOBER, 2013.

Signed, Sealed and Delivered
In the Presence of:


Thomas W. Fahey, Jr.

Brian Robik, Delorsky

DORSET CROSSING LLC
By: The Keystone Companies LLC
Sole Member

BY: 
P. ANTHONY GIORGIO
Managing Member

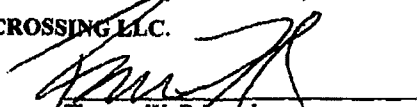
STATE OF CONNECTICUT)

) ss.

OCTOBER 25, 2013

COUNTY OF HARTFORD)

On this 25 day of OCTOBER, 2013, personally appeared, **P. ANTHONY GIORGIO**, as managing member of The Keystone Companies LC, the sole Member of **DORSET CROSSING LLC**, a Limited Liability company, and that he as such Managing Member being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of The Keystone Companies, LLC by himself as such managing member, on behalf of **DORSET CROSSING LLC**.


Thomas W. Fahey, Jr.
Commissioner of the Superior Court

SCHEDULE A

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE SOUTHEASTERLY SIDE OF CASTERBRIDGE CROSSING IN THE TOWN OF SIMSBURY, CONNECTICUT. SAID PARCEL BEING DEPICTED AS "PROPOSED CONSERVATION EASEMENT AREA" ON A MAP ENTITLED "PERIMETER SURVEY RESUBDIVISION PLAN PREPARED FOR DORSET CROSSING, LLC DORSET CROSSING DRIVE SIMSBURY, CONNECTICUT" DATED 04-11-2012 LAST REVISED 12-06-2013 F.A.HESKETH & ASSOCIATES, INC. SAID PARCEL BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED. SAID POINT BEING THE SOUTHEASTERLY CORNER OF PROPOSED PARCEL G, THE SOUTHWESTER CORNER OF RECONFIGURED LOT B, DEPICTED ON SAID MAP, AND A POINT ON THE NORTHERLY LINE OF LAND NOW OF FORMERLY RIVERBEND ASSOC. INC.

THENCE, N 76°24'53" W A DISTANCE OF 126.69 FEET ALONG LAND OF SAID RIVERBEND TO A POINT.

THENCE, N 40°24'26" W A DISTANCE OF 40.13 FEET TO A POINT.

THENCE, N 31°37'30" W A DISTANCE OF 69.68 FEET TO A POINT.

THENCE, N 52°14'55" W A DISTANCE OF 198.09 FEET TO A POINT.

THENCE, N 42°26'17" W A DISTANCE OF 220.78 FEET TO A POINT.

THENCE, N 30°50'08" W A DISTANCE OF 72.30 FBET TO A POINT IN THE SOUTHERLY LINE OF CASTERBRIDGE CROSSING.

THENCE, N 53°31'49" E A DISTANCE OF 96.66 FEET ALONG THE SOUTHEASTERLY STREET LINE OF CASTERBRIDGE CROSSING TO THE NORTHWESTERLY CORNER OF RECONFIGURED LOT B.

THENCE, S 27°41'35" E A DISTANCE OF 90.13 FEET TO A POINT.

THENCE, S 53°33'40" E A DISTANCE OF 95.76 FEET TO A POINT.

THENCE, S 49°12'56" E A DISTANCE OF 113.53 FEET TO A POINT.

THENCE, S 43°08'53" E A DISTANCE OF 114.73 FEET TO A POINT.

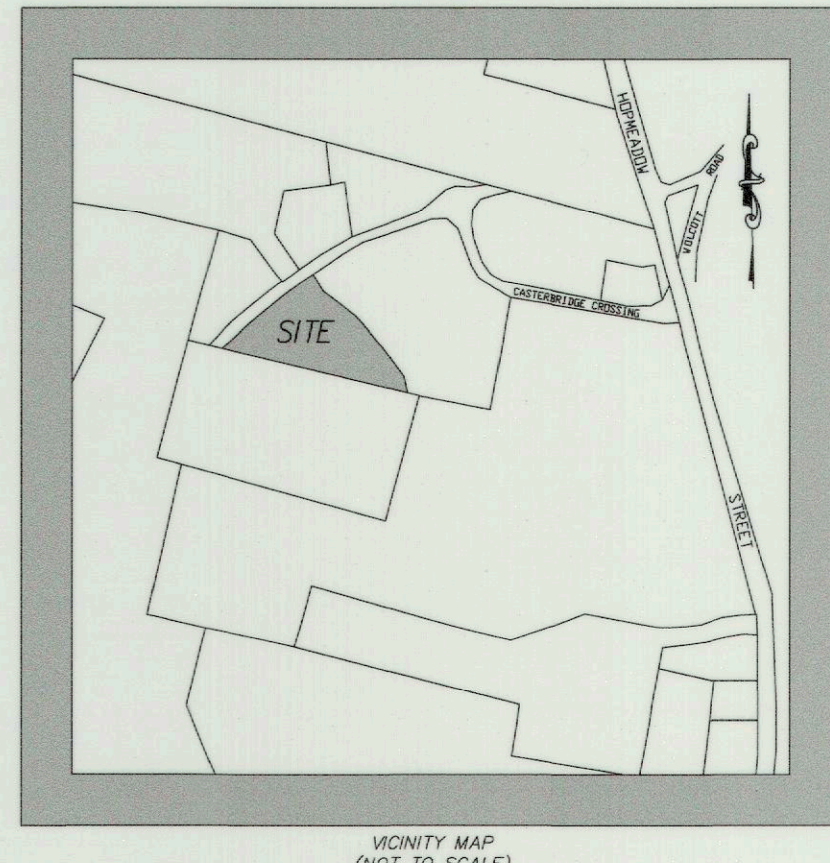
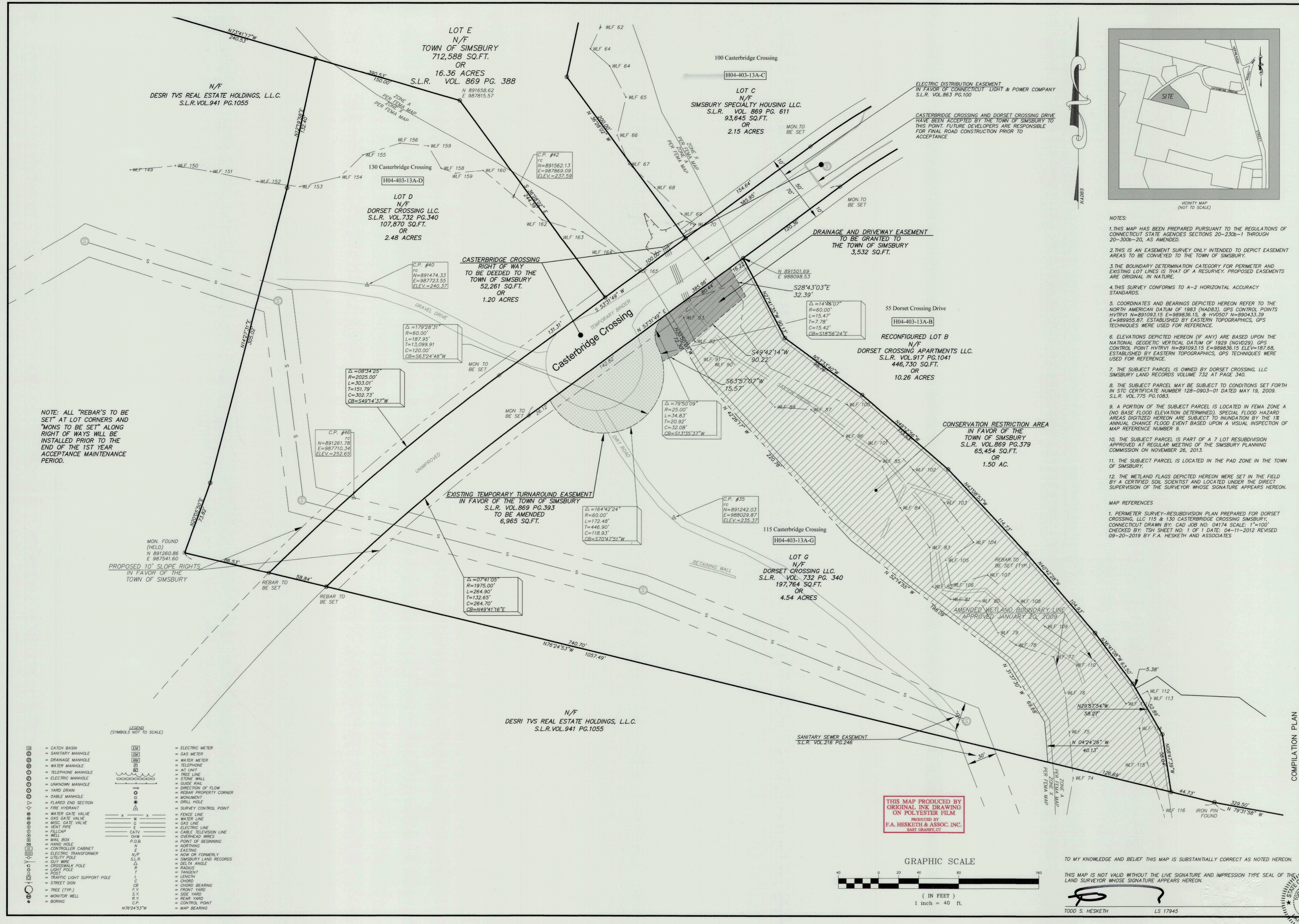
THENCE, S 40°42'28" E A DISTANCE OF 104.93 FEET TO A POINT.

THENCE, S 36°41'08" E A DISTANCE OF 63.30 FEET TO A POINT.

THENCE, S 29°57'54" E A DISTANCE OF 58.27 FEET TO A POINT.

THENCE, S 08°47'39" E A DISTANCE OF 58.04 FBET TO THE POINT AND PLACE OF BEGJNNING. THE LAST EIGHT COURSES BEING ALONG THE COMMON PROPERTY LINE OF RECONFIGURED LOT B AND PROPOSED LOT G.

SAID CONSERVATION EASEMENT AREA CONTAINS 65,454 SQUARE FEET OR 1.50 ACRES MORE OR LESS.



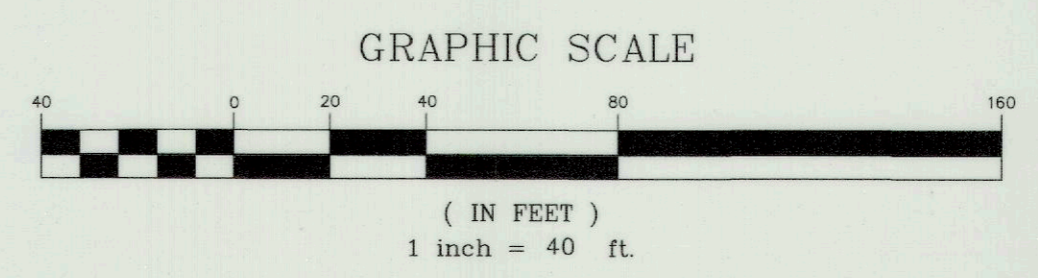
- NOTES:
1. THIS MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-230b-1 THROUGH 20-300b-20, AS AMENDED.
 2. THIS IS AN EASEMENT SURVEY ONLY INTENDED TO DEPICT EASEMENT AREAS TO BE CONVEYED TO THE TOWN OF SIMSBURY.
 3. THE BOUNDARY DETERMINATION CATEGORY FOR PERIMETER AND EXISTING LOT LINES IS THAT OF A RESURVEY. PROPOSED EASEMENTS ARE ORIGINAL IN NATURE.
 4. THIS SURVEY CONFORMS TO A-2 HORIZONTAL ACCURACY STANDARDS.
 5. COORDINATES AND BEARINGS DEPICTED HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), GPS CONTROL POINTS HVTRV1 N=891093.15 E=989836.15 & HV0507 N=890433.39 E=989855.87 ESTABLISHED BY EASTERN TOPOGRAPHICS, GPS TECHNIQUES WERE USED FOR REFERENCE.
 6. ELEVATIONS DEPICTED HEREON (IF ANY) ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), GPS CONTROL POINT HVTRV1 N=891093.15 E=989836.15 ELEV=167.68, ESTABLISHED BY EASTERN TOPOGRAPHICS, GPS TECHNIQUES WERE USED FOR REFERENCE.
 7. THE SUBJECT PARCEL IS OWNED BY DORSET CROSSING, LLC SIMSBURY LAND RECORDS VOLUME 732 AT PAGE 340.
 8. THE SUBJECT PARCEL MAY BE SUBJECT TO CONDITIONS SET FORTH IN STC CERTIFICATE NUMBER 128-0903-01 DATED MAY 19, 2009. S.L.R. VOL. 775 PG.108.3.
 9. A PORTION OF THE SUBJECT PARCEL IS LOCATED IN FEMA ZONE A (NO BASE FLOOD ELEVATION DETERMINED), SPECIAL FLOOD HAZARD AREAS DIGITIZED HEREON ARE SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT BASED UPON A VISUAL INSPECTION OF MAP REFERENCE NUMBER 9.
 10. THE SUBJECT PARCEL IS PART OF A 7 LOT RESUBDIVISION APPROVED AT REGULAR MEETING OF THE SIMSBURY PLANNING COMMISSION ON NOVEMBER 26, 2013.
 11. THE SUBJECT PARCEL IS LOCATED IN THE PAD ZONE IN THE TOWN OF SIMSBURY.
 12. THE WETLAND FLAGS DEPICTED HEREON WERE SET IN THE FIELD BY A CERTIFIED SOIL SCIENTIST AND LOCATED UNDER THE DIRECT SUPERVISION OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

- MAP REFERENCES
1. PERIMETER SURVEY-RESUBDIVISION PLAN PREPARED FOR DORSET CROSSING, LLC 115 & 130 CASTERBRIDGE CROSSING SIMSBURY, CONNECTICUT DRAWN BY: CAD JOB NO: 04174 SCALE: 1"=100' CHECKED BY: TSH SHEET NO: 1 OF 1 DATE: 04-11-2012 REVISED 08-20-2019 BY: F.A. HESKETH AND ASSOCIATES

NOTE: ALL "REBAR'S TO BE SET" AT LOT CORNERS AND "MONS TO BE SET" ALONG RIGHT OF WAYS WILL BE INSTALLED PRIOR TO THE END OF THE 1ST YEAR ACCEPTANCE MAINTENANCE PERIOD.

- LEGEND (SYMBOLS NOT TO SCALE)
- [Symbol] = CATCH BASIN
 - [Symbol] = SANITARY MANHOLE
 - [Symbol] = DRAINAGE MANHOLE
 - [Symbol] = WATER MANHOLE
 - [Symbol] = TELEPHONE MANHOLE
 - [Symbol] = ELECTRIC MANHOLE
 - [Symbol] = UNKNOWN MANHOLE
 - [Symbol] = YARD DRAIN
 - [Symbol] = CABLE MANHOLE
 - [Symbol] = FLARED END SECTION
 - [Symbol] = FIRE HYDRANT
 - [Symbol] = WATER GATE VALVE
 - [Symbol] = GAS GATE VALVE
 - [Symbol] = MISC. GATE VALVE
 - [Symbol] = VENT PIPE
 - [Symbol] = FILLCAP
 - [Symbol] = WELL
 - [Symbol] = MAIL BOX
 - [Symbol] = HAND HOLE
 - [Symbol] = CONTROLLER CABINET
 - [Symbol] = ELECTRIC TRANSFORMER
 - [Symbol] = UTILITY POLE
 - [Symbol] = GUY WIRE
 - [Symbol] = CROSSWALK POLE
 - [Symbol] = LIGHT POLE
 - [Symbol] = POST
 - [Symbol] = TRAFFIC LIGHT SUPPORT POLE
 - [Symbol] = STREET SIGN
 - [Symbol] = TREE (TYP.)
 - [Symbol] = MONITOR WELL
 - [Symbol] = BORING
 - [Symbol] = ELECTRIC METER
 - [Symbol] = GAS METER
 - [Symbol] = WATER METER
 - [Symbol] = TELEPHONE
 - [Symbol] = AC UNIT
 - [Symbol] = TREE LINE
 - [Symbol] = STONE WALL
 - [Symbol] = GUIDE RAIL
 - [Symbol] = DIRECTION OF FLOW
 - [Symbol] = REBAR PROPERTY CORNER
 - [Symbol] = MONUMENT
 - [Symbol] = DRILL HOLE
 - [Symbol] = SURVEY CONTROL POINT
 - [Symbol] = FENCE LINE
 - [Symbol] = WATER LINE
 - [Symbol] = GAS LINE
 - [Symbol] = ELECTRIC LINE
 - [Symbol] = CABLE TELEVISION LINE
 - [Symbol] = OVERHEAD WIRES
 - [Symbol] = POINT OF BEGINNING
 - [Symbol] = NORTHING
 - [Symbol] = EASTING
 - [Symbol] = NOW OR FORMERLY
 - [Symbol] = SIMSBURY LAND RECORDS
 - [Symbol] = DELTA ANGLE
 - [Symbol] = RADIUS
 - [Symbol] = LENGTH
 - [Symbol] = CHORD
 - [Symbol] = CHORD BEARING
 - [Symbol] = FRONT YARD
 - [Symbol] = SIDE YARD
 - [Symbol] = REAR YARD
 - [Symbol] = CONTROL POINT
 - [Symbol] = MAP BEARING

THIS MAP PRODUCED BY ORIGINAL INK DRAWING ON POLYESTER FILM PRODUCED BY F.A. HESKETH & ASSOC. INC. EAST GRANBY, CT



TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

THIS MAP IS NOT VALID WITHOUT THE LIVE SIGNATURE AND IMPRESSION TYPE SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

TODD S. HESKETH LS 17945

No.	Date	Description	Revisions:

COMPILATION PLAN

EASEMENT SURVEY
EASEMENTS TO BE GRANTED TO THE
TOWN OF SIMSBURY
ON PROPERTY LOCATED AT
115 CASTERBRIDGE CROSSING
SIMSBURY, CONNECTICUT

Date: 01-10-2023 Drawn by: BAB Job no: 04174
Scale: 1" = 40' Checked by: TSH Sheet no: 1 OF 1
Femometer Survey 2023.01.05.ang. RESUBD. Mar. 15, 2023 - 7:57:31 AM

F.A. Hesketh & Associates, Inc.
3 Creamery Brook, East Granby, CT 06026 · 146 N W Broad Street, Southern Pines, NC 28887
Phone (860) 650-9000 · Fax (860) 844-8600 · Phone (910) 682-3956
www.fahesketh.com · mal@fahesketh.com
Civil & Traffic Engineers · Surveyors · Planners · Landscape Architects



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Interim Town Manager
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Robert DeCrescenzo, Town Attorney
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen concurs with the recommendation of the Executive Search Committee to appoint Lee Erdmann as Interim Town Manager, the following motion is in order:

Move, to appoint Lee C. Erdmann to the position of Interim Town Manager effective June 1, 2023 until such time that this motion is superseded by the appointment of another interim or permanent Town Manager.

Further move to authorize Maria E. Capriola, Town Manager, to execute the proposed consulting services agreement as presented.
5. **Summary of Submission:**
Mr. Erdmann has over 39 years of experience in municipal government, including previous experience as a Town Manager in Connecticut, and 13 years in the United States Army. Mr. Erdmann has his Bachelor's degree from UConn in Political Science and his Master's of Public Administration Degree from the University of North Carolina, Chapel Hill.

If needed, Attorney DeCrescenzo will provide a high level overview of the Executive Search process (for a permanent Town Manager), for which the Executive Search Committee has been established.
6. **Financial Impact:**
The fee for services will not have a negative budgetary impact.
7. **Description of Documents Included with Submission:**
 - a) Proposed Consulting Services Agreement for Interim Town Manager



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

March 28, 2023

Lee C. Erdmann
3 Caryn Lane
Simsbury, CT 06089

Re: Interim Town Manager

Dear Mr. Erdmann:

We are pleased to inform you that the Town of Simsbury (“the Town”) has agreed to contract for your services as its Interim Town Manager. The purpose of this letter is to confirm the nature and scope of the engagement, the fee structure for the engagement and other matters related to your performance and obligations to the Town.

1. Scope of Engagement

The scope of your services as Interim Town Manager will include, but may not be limited to the following:

The Interim Town Manager shall perform the functions and duties of the Chief Executive Officer of the Town in accordance with Chapter V of the Charter of the Town of Simsbury and such other duties and functions as the Board shall, from time to time, legally assign to the Town Interim Manager, including:

- (1) Assist Executive Search Committee in the new Town Manager selection process
- (2) Interview Selectmen to learn their priorities and concerns
- (3) Interview department heads to learn their priorities and concerns
- (4) Prepare the Board of Selectmen Meeting Agenda
- (5) Attend Board of Selectmen meetings
- (6) Attend committee meetings as needed
- (7) Manage departments – focus on key projects, priorities, deadlines and concerns
- (8) Coordinate, collaborate and cooperate with superintendent of schools as needed and desired
- (9) Manage town budget-periodic reports to Board of Selectmen
- (10) Make improvements in processes and procedures where possible and practical

2. Term of Engagement

This Agreement shall have an initial term of three (3) months beginning on June 1, 2023 and expiring on August 31, 2023 (“the Initial Term”) unless extended for one or more additional three month terms unless terminated by either party with two weeks prior notice to the non-terminating party. The Agreement will terminate no later than December 22, 2023. Upon the expiration of the Initial Term or any Extended Term, the parties shall have no further obligations to each other.

3. Fee Arrangement

The Town agrees to pay you for your services a lump sum amount of \$14,500 per month for each month of the Initial Term or any month of any extended term. The Town also agrees to either provide you with a vehicle for your personal use or a vehicle allowance of \$500.00 per month in connection with your position as Interim Town Manager.

4. Hours of Work

The Interim Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with prior approval of the Board. The position of Interim Town Manager is a consultant position. As a consultant, the Interim Town Manager’s compensation is limited to the compensation defined in Paragraph 3 herein. Recognizing that the Interim Town Manager will be devoting a great deal of time outside of the normal work schedule, the Interim Town Manager will be allowed to establish an appropriate work schedule, including at least three (3) days on site in Town Hall and two (2) days of remote work.

5. Miscellaneous Matters

This Agreement shall be governed by the laws of the State of Connecticut. Neither the Town nor you shall assign this Agreement. This Agreement represents the entire and integrated agreement between the Town and you and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and you. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or you. This is an agreement for temporary services as a consultant to the Town. Nothing contained herein shall be construed as creating an employer-employee relationship covered by the Town Personnel Rules, any collective bargaining agreement or the Municipal Employees Relations Act, except as they may pertain to consultants.

6. Simsbury Code of Ethics

The provisions of the Simsbury Code of Ethics require it to be incorporated by reference in all contracts and that all consultants complete a “Conflict of Interest” form prior to their start of service. For the Consulting Period, you are considered a consultant as that term is defined in the Code of Ethics. A “Conflict of Interest” form is attached for your review and signature. Please complete the document as soon as possible.

If this letter correctly sets forth your understanding of the scope of the services to be rendered by you to the Town of Simsbury, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us.

Very truly yours,

Maria E. Capriola, MPA
Town Manager

Agreed to and Accepted

Lee C. Erdmann



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 23/24 Budget Discussion
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Amy Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen will be discussing their budget based on feedback from the Board of Finance meeting on March 21, 2023.
5. **Summary of Submission:**
The Board of Selectmen approved their budget at their meeting on March 15, 2023 and it was presented to the Board of Finance on March 21st. The Board of Finance reviewed the budget and asked for the Board of Selectmen to identify areas that could be potentially be reduced. The public hearing on the budget is scheduled for April 4, 2023.
6. **Financial Impact:**
Budget items are routinely added to the following website: <https://www.simsbury-ct.gov/finance/pages/2023-2024-budget-information>
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:** Resignation of Chari Chester Anderson from the Simsbury Diversity, Equity & Inclusion Council

2. **Date of Board Meeting:** March 27, 2023

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

Maria E. Capriola

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

Move, retroactive to March 14, 2023, to accept the resignation of Chari Chester Anderson as a Regular Member of the Simsbury Diversity, Equity & Inclusion Council.

5. **Summary of Submission:**
The Town Clerk has received the resignation of Chari Chester Anderson (D) as a Regular Member of the Simsbury Diversity, Equity & Inclusion Council. Ms. Anderson's term was to expire December 4, 2023.

Pursuant to our Charter, since Ms. Anderson is a Democrat, her replacement must be from the same political party.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Chari Chester Anderson's Resignation Letter, dated March 14, 2023

From: Simsbury CT via Simsbury CT <cmsmailer@civicplus.com>
Sent: Tuesday, March 14, 2023 12:42 PM
To: Town Clerk <townclerk@simsbury-ct.gov>
Subject: Form submission from: Resignation Submission Form

Submitted on Tuesday, March 14, 2023 - 12:42pm
Submitted by anonymous user: 2601:182:381:34e0:a9b1:6f5a:13fe:c9c4
Submitted values are:

Member's Name: Chari Chester Anderson
Address: [REDACTED]
Phone #: [REDACTED]
Email: [REDACTED]
Type of Member: Regular
Name of Board/Commission: Diversity, Equity & Inclusion
Effective Date of Resignation: 03/14/2023
Reason for Resignation: Busy schedule
Any Additional Comments:

The results of this submission may be viewed at:
<https://www.simsbury-ct.gov/node/98363/submission/30081>

TOWN CLERK'S OFFICE

RECEIVED
TOWN OF SIMSBURY, CT
2023 MAR 15 P 12:32



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Ed LaMontagne as an Alternate Member of the Aging & Disability Commission
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Trish Munroe, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen accepts the recommended appointment, the following motion is in order:

Move, effective March 27, 2023, to appoint Ed LaMontagne as an Alternate Member of the Aging & Disability Commission with a term ending January 1, 2024.
5. **Summary of Submission:**
The Town Clerk has received from the Democratic Town Committee the recommendation of Ed LaMontagne (U) for appointment as an Alternate Member to the Aging & Disability Commission for a two-year term ending January 1, 2024. The appointee would be filling a vacancy which was not filled at the beginning of the term.
6. **Financial Impact:**
None
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:** Appointment of Veena Raghuvir to Juvenile Review Board
2. **Date of Board Meeting:** March 27, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community and Social Services *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Simsbury Juvenile Review Board regarding Veena Raghuvir's appointment to the JRB, the following motion is in order:

Move, effective March 27, 2023, to appoint Veena Raghuvir as a regular member of Simsbury's Juvenile Review Board.
5. **Summary of Submission:**
The Simsbury Juvenile Review Board (JRB) has a vacancy for a member who is with a "Family Counseling Service." JRB is recommending the appointment of Veena Raghuvir.

Veena Raghuvir is a Licensed Clinical Social Worker practicing in the Town of Simsbury. She is also under contract with the Department of Community and Social Services under the Youth Therapy Program. She has extensive experience and often receives referrals from this program. As a BIPOC, Veena is committed to creating a safe, culturally competent environment and therapy for everyone.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Biography of Veena Raghuvir
 - b) JRB Purpose and Procedures

Veena Raghuvir

Appointment to Simsbury Juvenile Review Board effective March 27, 2023

Biography

Veena Raghuvir is a seasoned and experienced Licensed Clinical Social Worker in Simsbury, Connecticut. She is passionate about wellness and providing a non-judgmental and safe space for everyone. Veena works from a collaborative, strengths-based approach, assisting and supporting clients to be the author of their own lives. She works with clients experiencing anxiety, depression, relationship challenges, self-esteem, parenting, LGBTQ+ and cultural identity.

As a BIPOC, Veena is committed to creating a space for adults, children, and families to have a therapist who will understand their cultural norms and not feel “shamed” or “judged”; but rather feel heard and supported. Veena believes in treating everyone with respect and compassion while providing culturally competent therapy.

Veena is also a contracted therapist with Simsbury Community and Social Services as part of their Youth Therapy Program. She has accepted referrals for and has assisted with many of our Simsbury youth and their families throughout the years.

The Simsbury Juvenile Review Board looks forward to adding Veena to their Board to fill the current vacancy for a member of a “Family Counseling Service”. The Board feels that Veena is well qualified, and her skills and expertise are a good match in assisting the Board to fulfill its purpose and mission.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

**SIMSBURY JUVENILE REVIEW BOARD
STATEMENT OF PURPOSE AND PROCEDURE**
Approved by Board of Selectmen on March 10, 1982
Revised Date: August 13, 2018; April 26, 2021

1. Purpose

- A. The Simsbury Juvenile Review Board (JRB) is an established program within the Simsbury Community and Social Services Department to provide an alternative and early means of identifying and assisting youths (age 17 and under) who are troubled or in trouble with the criminal justice system. The Board will accomplish its purpose through considering juvenile cases referred to it and offering recommendations regarding the best method of dealing with the youth's particular needs.
- B. Where possible, the Board will attempt to construct non-judicial case recommendations. These may involve, but are not limited to such non-judicial options as individual or family counseling, psychiatric evaluation, work or monetary restitution, or participation in group or other activities. In many instances, these services are presently available, but unknown or unused, by the youth, family, school or police.
- C. The purpose of the Simsbury Juvenile Review Board shall be to provide an opportunity for troubled youths to be diverted from the criminal justice system and allow a path to becoming responsible members of the Simsbury community.

2. Effective Date

This policy shall remain in effect until revised or rescinded and replaces the original policy effective March 10, 1982. The Town reserves the right to amend this policy as necessary.

3. Goals

- A. The goals of the Review Board are:
 - 1) To use community resources as the first source of action in handling the community problem of juvenile delinquency.
 - 2) To promote community awareness of services to youth and youth activities.
 - 3) To provide juveniles with rehabilitative and supportive services in an effort to reduce delinquent behavior.
 - 4) To reduce the recidivism rate of juveniles.

- 5) To strengthen the working relationship and referral process between the Simsbury Police Department, Simsbury Public Schools, the Juvenile Court, and the Community and Social Services Department.
- 6) To assist and advise the Simsbury Police Department and school system with juveniles who are in trouble.

4. **Composition/Voting/Meetings**

- A. The size of the Board shall not exceed 11 persons, with 10 regular members and 1 alternate. Membership on the Board shall be comprised of representatives from agencies or organizations which have direct responsibility, contact or concern with youth and their families.
- B. The following agencies and organizations shall have a representative(s) on the Review Board:
 - 1) Police Department (1 individual as assigned by the Chief)
 - 2) School Department (2 individuals as assigned by the Superintendent)
 - 3) Town Recreation Department (1 as assigned by the Director of Culture, Parks and Recreation)
 - 4) Town Director of Community and Social Services
 - 5) Board of Selectmen Member (1 Selectman as appointed by the Board of Selectmen)
 - 6) YMCA Representative (as appointed by the Board of Selectmen)
 - 7) Probation Officer from Juvenile Court (as appointed by the Board of Selectmen)
 - 8) Family Counseling Service (as appointed by the Board of Selectmen)
 - 9) Simsbury Clergy (as appointed by the Board of Selectmen)
 - 10) Alternate - Town Social Worker (as assigned by the Director of Community and Social Services)
- C. Staff appointments to the JRB should be reviewed and approved by the Director of Community and Social Services. The Director of Community and Social Services, in consultation with the JRB, will make recommendations to the Board of Selectmen for appointments to the JRB for members representing outside agencies as noted above in Section 4B.
- D. Any member of the JRB may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.
- E. Any member who is absent from more than fifty (50) percent of JRB meetings during any twelve (12) month period may be removed from the JRB, and the vacancy shall

be filled as outlined in Section 4B. An exception may be granted by and at the discretion of the Town Manager due to a member's illness or other exigent circumstances.

- F. The Town Attorney will be available to the Board as needed.
- G. Each representative shall have one vote.
- H. Meetings shall be held as often as necessary to consider cases or administrative matters. Attendance shall be recorded in the minutes of the meeting.
- I. Custodial Parent(s) or Legal Guardian(s) and juvenile(s) will be notified of Board meetings concerning them and are required to be present at such Board meetings.
- J. Guests are permitted at Review Board meetings with the prior consent of the Chairperson and parent(s). Guests will have no vote and must sign a confidentiality agreement before attendance is allowed.
- K. Appropriate case and other files are the property of the Police Department, but may be maintained in a central location to expedite the Board's work.
- L. The Community and Social Services Director shall act as the Chairperson. On an annual basis the JRB will select a Vice Chair. The Community and Social Services Department shall be responsible for scheduling and cancelling meetings, distributing minutes and the filing of case disposition, as well as other duties that may be necessary.
- M. The Board shall establish rules and procedures to govern the conduct of meetings and the filing of case dispositions, and review those rules and procedures on an annual basis.

5. **Procedure for Case Consideration**

- A. A matter is eligible for Review Board consideration if it involves a juvenile contact, if it is their first offense, and it is not involving a felony. The police will be encouraged to refer all eligible juvenile contacts to the Board but may exercise discretion on referrals.
- B. Parental authorization will be required before a child's case can be brought before the Board and before any information can be shared between and among agencies. If the parents refuse to sign the authorization form, then the case will be handled by the Police Department through its usual channels. If the child says he/she is not guilty of the offense, the case will automatically be handled by the Police Department to determine the facts of the case and appropriate findings. Under no circumstances will it be the Board's responsibility to determine if the offense occurred, or if the accused is innocent or guilty of the offense.
- C. When sufficient information regarding the youth and his/her family has been presented, the Board may formulate a recommendation by a 2/3 vote of those

present. A case may be continued to the next regular meeting, but must be acted upon at that time.

- D. Case dispositions will be communicated to the youth and family by a letter from the Chairperson. A copy of the disposition notice will be placed in the case file.
- E. Any agency or individual to which a youth is assigned as part of his/her case disposition shall make a report to the Board at the completion of the youth's assignment or at periodic intervals if the time period covers more than three (3) months.
- F. The Review Board should have a clear policy on what cases they are able to accept or reject. The Juvenile Review Board does not have to accept every case referred to it, but should state the reason they are choosing to reject the case before them. This statement should reference the above mentioned policy when notifying a juvenile about the Board's decision to reject their case.

6. Confidentiality/Records

- A. The discussion of cases shall be held in executive session, where only Review Board members and permitted guests shall be present.
- B. Individual case names, or other identifying information, shall not appear in the minutes.
- C. No information shall be released to another person or agency without permission of the parents and a majority vote of the entire Review Board.

Statement of Purpose

The Juvenile Review Board is an authorized program within the Community and Social Services Department in collaboration with the Simsbury Police Department. The Board is designed to review situations of juvenile contact/arrest and to provide an alternative and early means of assisting youths and their families who are troubled or in trouble. The Board only reviews cases where the juvenile has admitted guilt to the charges filed by the Police Department.

The Board is composed of representatives from the Police Department, Town Community and Social Services Department, Culture, Parks and Recreation Department, School Department, Juvenile Matters Division of the Connecticut Superior Court, Family Counseling Services, the YMCA, and a local clergyman.

The Board will attempt to formulate non-judicial recommendations which may include: counseling for the juvenile and/or his/her family, community service work and/or monetary restitution. The prime goal of these recommendations would be to prevent any further behavior which would bring the juvenile into negative contact with the justice system. However, the Board may also recommend, after a review of the case, that a referral to court is the best course of action. All information gathered will be kept strictly confidential.

Parent(s) and/or guardian(s) and the juvenile will be notified of Board Meetings concerning them and may request to appear before the Board. The Board may also request the presence of parent(s) and juvenile at a hearing concerning them.

Parent(s)/guardian(s) and juvenile always have the option of electing to appear before the Court rather than before the Juvenile Review Board.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Thomas Fitzgerald to Board of Directors for the Farmington Valley Health District

2. **Date of Board Meeting:** March 27, 2023

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 appointing Thomas Fitzgerald to the Farmington Valley Health District Board of Directors, the following motion is in order:

Move, effective March 27, 2023 to appoint Thomas Fitzgerald to the Farmington Valley Health District Board of Directors for a term set to expire on April 24, 2023, then to a subsequent 3-year term set to expire on April 24, 2026.

5. **Summary of Submission:**
The Farmington Valley Health District (FVHD) serves as the local health department for the Town of Simsbury and nine other member towns. Per the District's bylaws, each municipality in the District must appoint one member to the Board of Health for each 10,000 population, or part thereof. Based on our current population, we are entitled to three membership slots. The terms of office for Board members are three years, with successive terms permitted.

Susan Beardsley was one of Simsbury's three representatives to the FVHD Board. Ms. Beardsley has resigned from service with the Simsbury Board of Education, thus causing a vacancy to the FVHD Board. I have consulted with the Superintendent of Schools regarding a successor appointee. I am recommending that Mr. Fitzgerald fill the remainder of Ms. Beardsley's term which was set to expire on April 24, 2023, and then be appointed to fill the 3-year term thereafter. This will ensure continuity and stability for Simsbury's representation on the FVHD Board with our upcoming staffing transition.

6. **Financial Impact:**
None

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

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 5:30 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members Chris Peterson, Eric Wellman, and Sean Askham. Others in attendance included: Management Specialist Tom Fitzgerald; Finance Director/Treasurer Amy Meriwether; Deputy Finance Director Kelsey Chamberlain; IT Director Rick Bazzano; Town Clerk Trish Munroe; Registrar of Voters Karen Cortes and Susan Salina; Director of Social Services Kristen Formanek; Director of Community Planning and Development George McGregor and other interested parties.

PLEDGE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Participants can address the Board of Selectmen in person at the meeting
- Email townmanager@simsbury-ct.gov by 4:30 p.m. on Wednesday, March 8, 2023 to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but will be forwarded to all Selectmen via email

There was no one for Public Audience.

OVERVIEW OF BUDGET

- Revenues and Budgeting Assumptions (Tab 2)

Ms. Meriwether said the grand list numbers were updated. They are up almost 27% or 22.4 M in revenue. She said motor vehicle is up 5.06% and personal property is up 0.59%. She said there has been a huge market boom and new growth of 2.45%. The Median home values are changed and there is an impact with the revaluation. She showed a chart of the grand list changes over 20 years. She also showed a chart of the median home value changes since 2019.

GENERAL GOVERNMENT DEPARTMENTS

- Town Clerk (Tab 8)
 - Registrars/Elections (Tab 7)

Ms. Munroe went through General Government/Town Clerk's budget. She said there are three full time employees in that department and two registrars. Their FY 23/24 budget is \$268,007, which is a 7.18% increase. Salaries have increased along with office supplies. They have applied for the CT State Library Historic Documentation Preservation Grant to continue to bind records to protect unbound records.

Ms. Cortes said there are three bills under consideration for voting and there is no State funding for them. There is \$159,736 for programs for the operating budget, which is a 1.7% increase. There is legislation to remedy absentee ballot that are not completed correctly, which causes a lot of issues.

· **IT (Tab 11)**

Mr. Bazzano gave a list of his critical items that are needed. He said their budget went up 5.28% or \$520,713 for their proposed operating budget. A lot of this has to do with contractual services and increase to the general wages.

For CNR they are looking for computer replacements for \$30,240, network switches for \$42,000 (critical), Network storage and virtual environment \$35,000, and service infrastructure equipment for \$9,110. CNR is the usual payback method for proposed IT projects.

· **Finance**

Ms. Chamberlain said the Finance service budget went up to \$1,252,663 or 14.62%. Finance includes a new position for 25.68%; tax collection increase 3.37%; accessors increase 7.06%, which includes a shared service with the Board of Ed (70/30 split); and Board of Finance increase of 14.74% mostly for the audit.

Ms. Chamberlain said the CNR project is for \$50,000, which is for a fraud risk assessment recommended by the auditors.

· **Town Manager’s Office/General Government/Legal (Tab 4)**

Mr. Fitzgerald said general government was \$125,716 or down .079%. He said this budget includes tuition reimbursements for employees, except for the Police Dept.; copy and printing; Town Hall telephone; training and development; and postage for all departments excluding special revenue and WPCA.

Mr. Fitzgerald said the Board of Selectmen/Community Services budget increased 2.77%. This includes the budget mailer, public agency support, the First Selectman’s stipend, clerks, legal notices, dues, etc.

Mr. Fitzgerald said outside agency support includes grants not budgeted through Community and Social Services and Economic Development. There are two new requests this year, which will be discussed on Saturday.

Mr. Fitzgerald said the contribution to the Farmington Valley Health District health shows a slight increase of 1.19% due to per capita assessment. Insurance has a slight increase of 1.38%, which includes liability, W.C, cyber, etc. He said the health insurance fund has a stable position. It is projected to be 21% of expected claims for FY 23/24. Pension/OPEB interest rate assumption remains unchanged at 6.5%. The Board of Education and OPEB plans are fully funded.

Mr. Fitzgerald said the CNR projects include a Charter Revision for \$45,000; employee satisfaction survey for \$20,000, and a Town tourism map \$58,250. These projects support the Board of Selectmen’s adopted goals.

Community Development

· **Planning (Tab 12)**

Mr. McGregor said his proposed operating budget shows an increase of \$30,054 or 4.34%. Planning and Community Development has an increase of 4.48% with Building showing 4.16% increase. He went through his planning process for the Tariffville area and said they are part of the Board of Selectmen adopted goals.

Mr. McGregor said proposed service improvements include a Deputy Building Department Official – add of two work days as the shared agreement with Bloomfield has ceased. We have an increased level of inspection now. There would be a 50% decrease in part-time inspectors, which would net a \$20,488 increase. He said he is trying to get other revenue opportunities with our neighbors.

Community Services

· Social Services (Tab 12)

Ms. Formanek said the proposed operating budget is \$746,008 or an increase of 2.3%, which includes administrative services 2.61%, the senior center 2.28% and senior transportation (Dial-a-ride) 1.59%, which is contractual. She said this is the first year for the food pantry space and the fund is offset by trust fund revenue. There is a grant revenue of \$40,720 to offset the Dial-a-ride program.

There is a small increase in minimum wages for the part-time salary at the Senior Center. The Tuesday and Wednesday lunch programs are offset by revenues from the Belden Trust. She said there is a small increase in travel reimbursement due to acquiring more staff, the cost of gas, and staff being aware that they can be reimbursed.

Ms. Formanek said they had a craft room at Eno but is it pretty old, etc. and she would like to get new tables and cabinets and make it a multi-purpose room. They are planning on using Gelert funding for this project.

ADJOURN

After discussion, Mr. Wellman made a motion to adjourn at 7:02 p.m. Mr. Askham seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Budget Workshop of the Board of Selectmen was called to order at 9:00 a.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members Eric Wellman, Chris Peterson, Sean Askham and Heather Goetz. Others in attendance included: Treasurer/Finance Director Amy Meriwether; Management Specialist Tom Fitzgerald; Town Engineer/Director of Public Works Tom Roy; Director of Culture, Parks and Recreation Tom Tyburski; Chief Nicholas Boulter; Deputy Chief Chris Davis; WPCA Superintendent Tony Piazza; Parks Superintendent Orlando Casiano; Deputy Finance Director Kelsey Chamberlain; Library Director Lisa Karim; Jason Casey from the Board of Education; Simsbury Volunteer Fire Department Chief Baldis and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- **Participants can address the Board of Selectmen in person at the meeting**
- **Email townmanager@simsbury-ct.gov by 4:30 p.m. on Thursday, March 9, 2023, to register to address the Board of Selectmen live through Zoom**
- **Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but will be forwarded to all Selectmen via email**

There was no public audience at this time.

OVERVIEW OF BUDGET

Ms. Mackstutis said the Board is doing their best and working hard for the residents and Town. The Board of Education has increased costs, and the Latimer debt service is required. We do have some ARPA money that could be used for bonding and capital projects. WE need to focus on public safety needs, current projects, the economy and infrastructure needs. The last two years the Town has underspent revenues and most residents' taxes have decreased, even though some have increased.

- **Community Services**
- **Library (Tab 17)**

Ms. Karim said 60% of the community uses the Library. Her operating budget has an increase of 3.4%. She said the largest budget increase is in salaries (including the increase in minimum wages. They staff the Library 64 hours a week. There is an increase to software for added security and an increase in downloads for contractual services. There are also increases in supplies and utilities.

She said there is an increase of \$4500 for service improvements like teen reference materials. They are asking for a book-bike summer outreach Library program (ARPA funds), which would be for the 1st year of a 3-year program. Ms. Karim said the CNR project to replace public computers is \$6800.

Ms. Karim is asking for a CNR project for a Community Library Material Vending Machine for \$75,400 (ARPA) which is for all ages and would be in Tariffville. She said she hopes to have an opportunity to have a

branch Library in Tariffville in the future. After some discussion on uses of ARPA funds, needed vs. nice-to-haves, etc. no motion was made at this time.

· **Culture, Parks and Recreation (Tab 24)**

Mr. Tyburski went through their mission, vision and core values. He went through their budget highlights which included the proposed operating budget of \$4,135,733, which includes administrative, Memorial Field, the pool, golf course, Simsbury Farms Complex, Special programs, etc.

Mr. Tyburski said the pool is in disrepair and he would like to take it out and replace it with a splash pad at some point. This would also reduce the staff needed and would bring more people downtown. Most of the infrastructure is already there. It would also cost a lot less than replacing the pool at Central School.

Mr. Tyburski said the minimum wage has increased and so have supplies, insurance and utilities. He said they are asking for an increase in Simsbury Farms Special Revenue Fund due to utilities. He went through the Simsbury Farms Fund analysis that was completed in 2020.

Mr. Tyburski showed pictures of CNR successes, which were all at or below budget costs.

He said they are requesting \$35,000 for CNR which is for playground improvements, which is a 5-year plan to gradually replace 6 smaller-scale playscapes and establish a maintenance fund for future repairs and improvements. He is asking to fund the first installment for Weatogue Park playground today, which is very heavily used. He showed a picture of the new Simsbury Farms Playground which is coming probably in September 2023 and explained other things that will be happening there.

His other CNR projects include park entry signage for \$16,000, which would be in year 4. He spoke about the Simsbury Farms Pool Sundeck replacement for \$60,00, as this was installed 47 years ago. He also spoke about the irrigation system, which is in year three of a multi-year program.

Another CNR project would be for Fairway and greens mower reels and cutting reels as they are wearing out. Also, a golf course rough mower replacement is needed as it replaces a 2012 model. These would be funded by the Golf Maintenance Surcharge Fund. Mr. Tyburski also discussed year 2 of the Simsbury Farms Golf Course base prep. They are proposing to use the Simsbury Farms Fund balance for this. He would also like to use the Fund balance for cart path paving years 1-2.

Mr. Tyburski said another CNR project would be for a parks and golf maintenance security fence at \$19,000 to deter theft and vandalism.

Mr. Tyburski said the Simsbury Farms Golf Course Irrigation System and Dam Repair was out to bid already. Four bids came back and the consultant has reviewed them. The low bidder left the materials out of the bid and we now need to look at different options. We will probably have to give back the cart path paving. He said Public Works/Engineering Department will now handle the dam repair and is already under construction.

Mr. Tyburski spoke about a proposed service restoration parks maintainer for \$99,569, which includes benefits. This is part of the Parks and Open Space Master Plan. If they get this they will be at a very good place, almost fully staffed.

He spoke about the Service Improvements for \$37,792 to add 15 hours to the Recreation Program Coordinator, which includes benefits to allow for full time staff. He said she has already added many new programs and events to increase enrollments and revenues to offset costs. This also allows him to focus on higher priorities.

Mr. Tyburski said Simsbury Celebrates is asking for additional funding of \$3,300 to help with the events and remain viable. This money would go toward Public Works and Police overtime.

Mr. Tyburski noted that the Simsbury Farms pool is expected to open on June 10th. There was also some discussion on the pickleball courts and the floodway issues. They might not be done until next year. There will be additional lines for pickleball at two additional courts.

After discussion, no motion was made at this time. Mr. Tyburski gave a statement about the Town Manager’s resignation.

• **Facilities (Tab 15)**

Mr. Roy said he is looking at a budget just under \$5M excluding the WPCA or an increase just under 5%. His budget includes Administration \$369,295; Building and Grounds \$47,326; Facilities \$296,295; Highway and Fleet \$3,318,534; Transfer Station \$80,750 and Engineering \$921,086.

Mr. Roy said the Water Pollution Control budget total is \$6,626,930, which includes the operating budget, capital projects, and Debt service. These include Avon and Granby’s share of the user fees and Debt service. All expenses are supported by user fees.

Mr. Roy said his budget highlights include an increase of \$74,29, which includes full time salaries due to general wage increases and contractual increases. He said the CNR projects include \$25,000 for material recycling. He said the Town Manager had suggested that they put aside \$5,000/year for the Community Farm Maintenance and Barn repairs.

He said the North End Sidewalk (new) is \$38,000, which is the balance for the Town contribution in addition to the \$1.69M in LOTCIP grant money already awarded. This project includes some decorative streetlights.

Mr. Roy said the Electric Charging Stations is a total of \$112,200, with potential grants are awarded. This would avoid supplemental appropriations. The public could be charged for using these stations. He said he is asking for \$46,680 for crosswalk safety, which is for flashing lights at the crosswalks. He is asking for \$150,000 for a pollinator refresh planting on Iron Horse Blvd. which goes with the Pollinator Pathway project. Mr. Roy said the Town received a \$160,00 steep grant for the Station Street reconfiguration which would total \$200,000. He has \$46,000 for the Metacom Drive safety improvements to prevent rock falls.

Mr. Roy is asking for \$45,000 for GPS and dash cameras for the heavy duty snowplows. He noted that yearly subscriptions are required. He is asking for a multi-use chip truck for \$200,000 to handle chips, mulch and leaf collection. This truck would have about a 20+ year life. He is asking for \$50,000 for various drainage improvements projects.

Mr. Roy said the Building and Grounds Dept. doesn’t have equipment necessary to certain area of the building so he is asking for \$18,000 for a personnel lift which would reach 24 ft.

Mr. Roy said he has \$27,000 for a fixed vehicle lift to help maintain police vehicles and small trucks. This allows for easy access for routine vehicle repair. He is asking for \$45,000 for a light duty F150 4 x 4 truck to reduce operating costs and save the Town money. Mr. Roy said another of his CNR project is for a John Deere Tractor for \$58,500 to replace the 2010 tractor. This gets used year-round to help with maintenance.

• **WPCA (Tab 22)**

Mr. Roy said the WPCA is asking for \$15,000 to replace the body of the 2013 F350 truck so it can remain in service. They are also asking for \$100,000 for the sewer rehabilitation project for the liner inserts. They are also asking for \$50,000 for the HVAC controls replacement that will replace the outdated building management system.

Mr. Piazza said they are asking for \$60,00 for Polymer Pumps. This upgrade will allow change in product to a fully liquid system. The product we use now will not be available in 5 years.

Mr. Roy spoke about the Highway Pavement Management program capital project, which maintains 165 miles of public roads, and includes bonds, grants and general fund money. He said the goal is to pave 10 miles of road per year.

• **Capital Projects**

Mr. Roy is also asking for a Capital plow truck replacement for \$261,000. This would be 1 of 13 front line trucks and would replace an 11-year-old front line truck. The sidewalk resurfacing and reconstruction capital project is in the 6th year of a 20 yr. program. This is for a 14-mile network of sidewalks for \$223,400. The design work has been done in-house for this project.

The elevator refurbish capital project is for \$877,500 for Eno, Library and Town Hall elevators as the existing ones are becoming unreliable.

Mr. Roy spoke about the Drake Hill Flower Bridge for \$1,989,000 with CIP FY 23 funding. The paint has reached the end of its life and it is deteriorating. There was some discussion on using ARPA funding on this.

Mr. Roy said the Meadow Barn Restoration capital project would restore and preserve historic barns acquired from Meadowood. We received grants in 2022 for the inspection and design work.

Mr. Roy said a grant provides 80% reimbursement for the Multi-use trails and Development capital project. This connects the Farmington Canal Heritage Trail to Curtis Park. This is a long-range plan to expand the trail system to Tariffville.

He said the Eno Memorial Hall infrastructure design work, with construction in FY 24 is identified on the Facilities Master Plan.

Mr. Roy said he applied for a LOTICP grant for Climax Road over Nod Brook bridge improvements is \$372,000. This project would be a few years out.

Mr. Roy said he is out to bid on two smaller projects – Firetown Road and Barndoor Hills bridges requires a Town match for a grant accepted in 2021 for \$402,500.

Mr. Roy said a primary clarifier for WPCA is for \$1,000,000 for structural deficiencies in the concrete. He said this does need to be put back into service.

Another WPCA capital project is for the Pine Hill Sewer Replacement for \$1,075,000. He said the costs would be repaid by the homeowners with assessments. He said the WPCA Grit System upgrade would eliminate 90% of hauling and disposal costs of our waste as we are currently hauling it to MA for disposal.

Mr. Roy is asking for a mechanic/driver position, including benefits, which is shared with the Board of Education, would be \$102,933. They maintain all of the Town vehicles. This position would be partially funded by the Board of Education.

Mr. Roy said the proposed service improvements for public works and engineering on call consulting is \$50,000. If we don't have this money put aside, we won't be able to apply for grants as we don't have staff time or resources.

Mr. Roy said the Sustainability Group has asked for an Energy Manager/Sustainability coordinator several years in a row. This would help coordinate outreach and cost about \$123,120 including benefits. This position would hopefully generate grant revenues and cost savings. We have had great savings with changing lights, etc. and becoming more energy efficient.

Mr. Roy said he has asked for a staffing study for the past 5-6 years now. He is asking for a Highway Department – truck driver for \$99,956, including benefits, which would support infrastructure and resident services all year round.

After a lot of discussion, there was no motion at this time.

PUBLIC SAFETY

• Police (Tab 13)

Police Chief Boulter said the Department oversees 5 separate budgets. The total proposed operating budget has an increase of \$262,331 or 4.2%. He said they handle emergency and non-emergency needs of the Town and are supported by all Town departments. The annual State mandates are for wellness, drug screening and training of all officers. This budget includes an annual Town-wide maintenance for the radio system. There are wage increases for police, dispatch and animal control. He said they look at each line item and adjust wherever possible. Gas has increased due to market conditions. There is a slight reduction in holiday pay.

Deputy Chief Davis spoke about the CNR project. He said they are asking for 3 hybrid cruisers for \$185,000 which fits with the regular cycle of cruisers. He said they are asking for \$101,430 for 2 replacement administrative vehicles (1 from operating and 1 from capital). They are asking for \$10,000 for training room technology replacements. Most of the technology they have in the training room is over 17 years old.

He said they are also looking for \$54,512 for the annual maintenance cost for the body worn cameras and soft body armor replacements for \$7,000 for 7 officers. Mr. Davis said they are looking for \$45,000 for the annual taser replacements as the current models have reach their end of life. These will have a rechargeable battery and updated technology. He said the less lethal launchers would be \$30,000 which also replaces old technology to improve safety and versatility. The time and attendance software would manage time and attendance more efficiently. This would also reduce paper usage.

There was some discussion about cannabis training and in-service training for different things. He said the State may eventually mandate specific training for DWI and cannabis at some point. He said the Administration cars are 8-9 years old now and there is a plan as to when to replace them. We have 39 officers instead of 41 at this point.

The Chief said they are in the final stage of the hiring process of a new Animal Control Officer. He had some draft recommendations on staffing. He staffs 27 patrol officers, but the recommendation is 29. They recommend keeping all the assignments outside of the patrol division and fill in the assignments outside that have not been filled like the third detective. We are still trying to find more officers at this point, hopefully we will be at least up to 40 by the end of the year. The Certus study recommends 3 more sworn officers and two full time civilian officers based on current workloads. He is asking for 3 sworn officers and the funding to promote an existing officer to Sergeant. He discussed a chart of leave and overtime hours. There are other recommendations to do things better also. There was a lot of discussion on regular and overtime pay. Chief Boulter also went through the chart on supervisor shift replacements. He would like to have an additional Sergeant to increase the pool of Sergeants and to provide better support and supervision to the dispatch center. It would also provide additional support to the patrol function. He is asking for 2 full time clerks for the records division also. They do a lot of the court paperwork, permits, background checks, etc. This would be \$90,582 for the full-time clerk and \$12,957 for added hours for the part-time clerk. There was also some discussion on the school resource officers.

After discussion, no motion was made at this time.

CAPITAL, CNR AND DEBT SERVICE

· Board of Education Capital Projects (Tab 27)

Mr. Casey said he had 2 capital projects – to replace modular classrooms at Tariffville School, part of the previous year’s budget, and security improvements that are done every other year. They are asking for an additional \$500,000 for the modulares. The modulares are deteriorating at this point. There was discussion on how to pay for these new modulares. The security improvements are district wide for security cameras. After a lot of discussion, no motion was made at this time.

· Simsbury Volunteer Fire Department

Chief Baldis said the Fire Department wasn’t part of the ARPA money municipality funding. They need generators as the ones they use are almost 40 years old. They did make a presentation about using some ARPA funds for these. This would be a cross-avoidance for taxpayers. They have to be done either with ARPA or with the fire tax.

Chief Baldis said the First District mill rate will be going down from 1.2 to 1. They work on a no debt basis with no debt service.

Chris Kelly, Vice Chairman of the Simsbury Volunteer Ambulance Association, spoke about a grant application they submitted for \$150,000. They have some ongoing funding issues. Their reimbursements are not even close to manage their costs. They are committed to trying to fund a second vehicle, but it is not critical at this time. This would be a back-up vehicle and a bridge to help as Simsbury grows. They do have an update on how they are doing on their metrics and do have other data to discuss.

There was a lot of discussion on the Town’s responsibility to the residents for ambulance services. We need to look at the reality of a financial situation also. We need to discuss this issue with the Town Attorney to come up with a solution. There was also some discussion on upgrading their radio systems. We will need a workgroup to come up with a solution to their problems. This is a mutual aid problem and we need to figure it out collectively.

· **Outside Agency Funding Requests**

Mr. Fitzgerald went through the outside agency requests like VNA, the Chamber, Community Media, etc. There are 2 new requests from the Simsbury Performing Arts Center and the Volunteer Ambulance Association. Some of the items are per capita. There was some discussion on the \$5,000 for Interval House. There was some discussion on who received \$10,000 ARPA funding already and who didn’t. Some of these requests didn’t show enough details to reflect they actual work they do. The Board went through the different requests. There will be a more complete narrative on these requests on Monday.

Ms. Heavner spoke about different ways to handle budget items. She also spoke about using bonds to reduce the budget and other ways to reduce the budget. She wants the Board to look at all correspondence and discuss the mill rate for next year. We do need to keep looking forward. The Board also needs to look at how much CNR is critical. There are hard choices to be made at this point.

ADJOURN

After no further discussion, Mr. Askham made a motion to adjourn at 4:25 p.m. Ms. Goetz seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

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 Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members Heather Goetz, Sean Askham, Eric Wellman and Chris Peterson. Others in attendance included: Treasurer/Director of Finance Amy Meriwether; Management Specialist Tom Fitzgerald; Culture, Parks and Recreation Director Tom Tyburski, Town Engineer/Director of Public Works Tom Roy, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- **Participants can address the Board of Selectmen in person at the meeting**
- **Email townmanager@simsbury-ct.gov by noon Monday, March 13, 2023 to address the Board of Selectmen live through Zoom**
- **Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the records, but shall be forwarded to all Selectmen via email**

Ms. Coe spoke about the Town Manager position, employee morale problems, lack of communication, etc. She feels the Board should use a consultant for the new Town Manager selection.

FIRST SELECTMAN REPORT

First Selectman, Wendy Mackstutis, reviewed her First Selectman's report.

TOWN MANAGER REPORT

There was no Town Manager's report at this time.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- Personnel** – there was no report at this time.
- Finance** – there was no report at this time.
- Public Safety** – there was no report at this time.
- Board of Education** – there was no report at this time.

Ms. Goetz said Zoning will hold a Public Hearing on the 830G property application for 440 Hopmeadow Street will be held on Monday, March 20th at 7:00 p.m. at the Library. Also, Inland/Wetlands will continue their Public Hearing on March 21st at 7:30 p.m. at the Library.

Ms. Abbuhl said tomorrows Cheese Day will be rescheduled due to the impending storm.

Ms. Mackstutis made a motion review the minutes, tax refunds and the Town Manager search, and appointments to various boards, and various communications before the discussion on the budget.

REVIEW OF MINUTES

a) February 7, 2023 Regular Meeting Minutes

There were no changes to the Regular Meeting Minutes of February 7, 2023, and, therefore, the minutes were adopted.

b) March 7, 2023 Special Meeting Minutes

There were no changes to the Special Meeting Minutes of March 7, 2023, and, therefore, the minutes were adopted.

SELECTMEN ACTION

a) Tax Refund Requests

Mr. Askham made a motion, effective March 13, 2023, to approve the presented tax refunds in the amount of \$3,614.70, and to authorize the Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

b) Town Manager Executive Search Committee

Ms. Abbuhl made a motion, effective March 13, 2023, to appoint the Simsbury Board of Selectmen as the Executive Search Committee to identify a successor Town Manager. Ms. Goetz seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Appointments to Various Boards and Commissions

Ms. Abbuhl made a motion, effective March 13, 2023, to appoint Erik Petersen as a Regular Member of the Culture, Parks and Recreation Commission with a term ending January 1, 2026; Margaret Haldeman as a Regular Member of the Aging and Disability Commission with a term ending January 1, 2027; and Libby Easton-May as an Alternate Member of the Aging and Disability Commission with a term ending January 1, 2024. Mr. Askham seconded the motion. All were in favor and the motion passed.

COMMUNICATIONS

a) Memo from T. Roy re: Household Hazardous Waste Event for 2023, dated February 23, 2023 – there was no discussion at this time.

b) Oral Update on Work Group to Develop an Ordinance Prohibiting the Use of Tobacco, Vaping and Cannabis Products on Public Property

Ms. Mackstutis gave an update on a workgroup formed in September to develop an ordinance prohibiting the use of tobacco, vaping and cannabis products on public property. She said we are unable to start this workgroup at

this time. Mr. Peterson said this issue will be tabled due to priorities received from Town staff. Hopefully common sense will prevail.

FY 23/24 Budget Discussion and Possible Adoption

Mr. Roy said the electric charging stations would cost about \$10,000 for four stations. These new stations should be faster and the Town will be able to charge something for the electricity used.

Mr. Askham said to focus on funds that cost the taxpayers money now, funds that cost them later, and funds that never cost them money. Bonds are most important followed by ARPA and Capital reserve money/ He said ARPA is not free money. It is to help the community. We should continue to prioritize what's in scope and our plan. We need to prioritize all projects. The Board of Ed CNR funds are not sufficient.

The Board went through the ARPA list:

There was discussion about the Eno Memorial Hall HVAC system. Ms. Abbuhl said the design work is scheduled for this year with the actual work being done next year. There was discussion on what is ARPA and what is bonded.

Mr. Meriwether said the total ARPA funding for this year is \$3.7M. Mr. Askham said none of the Eno project is appropriated at this point. We need to decide if we should defer bonds now to save residents in the long run or do we think bond rates are going to go us or bond later.

The Board discussed the Library vending machine, the Literacy program, increasing children programs. The Town maps, the design signs, etc. They went through all of the other ARPA requests and discussed their pros and cons on those items. They also discussed how much money they could approve for all of these asks. They tabled health insurance reserves as that is up to the Board of Finance to decide. They also discussed the Town maps.

Mr. Askham spoke about the dams that were for FY25/26, FY 26/27 and should not be appropriated for now. Also, Stoddard for FY 25/26 and FY 27/28 and that shouldn't be on this list either.

The Board continued to discuss projects like the public works truck, bridges and roads and sidewalks. They discussed what projects should be done by using bonds, cash or possible grants.

The Board then went through the CNR projects. Mr. Askham said they need to add \$50,000 for a Town Manager search. We definitely need a place holder for this position. The Charter Revision is a high priority as well as the Tariffville plan.

There was also discussion on the charging station and bridge work, adopting a median program and police program materials, and Parks and Recreation asks. After more discussion on all projects, Mr. Fitzgerald had a list for the Board to discuss at the next meeting.

EXECUTIVE SESSION

a) Pursuant to Connecticut State Statutes 1-200(6)(a): Discussion of Employment of Town Manager

Ms. Goetz made a motion to adjourn to Executive Session, pursuant to CGS 1-200(6)(a): Discussion of Employment of Town Manager at 8:25 p.m. Present will be the Board of Selectmen, Attorney Bob DeCrescenzo, and Labor Counsel Mike Harrington. Mr. Askham seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

Mr. Askham made a motion to adjourn from Executive Session at 9:32 p.m. Mr. Wellman seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Askham made a motion to adjourn the meeting at 9:32 p.m. Mr. Wellman seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Board of Selectmen meeting was called to order at 6:00p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members Chris Peterson, Eric Wellman, Sean Askham and Heather Goetz. Others in attendance included Treasurer/Finance Director Amy Meriwether; Management Specialist Tom Fitzgerald; Police Chief Nicholas Boulter; Culture, Parks and Recreation Director Tom Tyburski; Engineer/Public Works Director Tom Roy, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PROPOSED BUDGET REVIEW

There was a lot of discussion on decreasing operating expenses, reducing energy costs, vacancies, Police holiday pay and increase in overtime, open contracts and early voting, CNR funding, CIP, the bridge, the dam, conferences, the Town Manager vacancy, etc. Ms. Meriwether made the changes in the budget for review.

There was also discussion on health insurance reserves, lowering the debt service, the Fire District, how to use ARPA funding for expenses, freeing up bond capacity, interest rates, the housing authority needs, etc. After discussing the changes to be made, the mill rate will change and the 10-year debt service would change.

Mr. Askham said there are three scenarios including the Board changes to the budget which would increase the rate \$19/year to median homeowners; the second scenario has an implication for the next year budget. The Town Manager did not recommend this scenario. The third scenario would increase the rate \$8 of what the Town Manager proposed. This would increase the budget by 5.93%. There was a lot of discussion on all of these scenarios and what changes should be made.

After Ms. Meriwether made all the changes proposed by the Board, Ms. Mackstutis made a motion, effective March 15, 2023, to approve the Board of Selectmen 2023-2023 Operating Budget in the amount of \$31.618,710, to include the following changes from the Town Manager’s Proposed Budget:

- \$ 2,500 – Increase to Hartford Interval House
- \$ 4,000 – Increase to DEI Council
- \$ 4,250 – Increase to Children’s Program Expenditures
- \$ 4,500 – Increase Teen Reference Materials
- \$ 2,000 – Increase Library Conference & Education
- \$ 3,300 – Increase Simsbury Celebrates
- \$ 99,569 – Increase Parks Maintainer
- \$153,122 – Increase Police Officer w/Sergeant upgrade
- \$102,933 – Increase Mechanic/Truck Driver
- \$ 20,000 – Increase Engineering On Call Services
- (\$20,000) – Decrease in Energy Savings
- \$ 20,000 – Increase in Police Overtime
- (\$53,000) – Decrease Police Holiday Pay
- (\$140,000) – Decrease in Debt Service

(\$35,000) - Increase in the Vacancy Rate

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

Mr. Askham made a motion, effective March 15, 2023, to approve the Water Pollution Control 2023-2024 Operating Budget in the amount of \$5,771,930 (including Avon and Granby CWF share). Ms. Goetz seconded the motion. All were in favor and the motion passed.

Mr. Wellman made a motion, effective March 15, 2023, Residential Property 2023-2023 Operating Budget in the amount of \$47,122. Mr. Askham seconded the motion. All were in favor and the motion passed.

Ms. Abbuhl made a motion, effective, March 15, 2023, to approve the Simsbury Parks and Recreation Fund 2023-2024 Operating Budget in the amount of \$2,918,369. Mr. Askham seconded the motion. All were in favor and the motion passed.

Ms. Abbuhl made a motion, effective March 15, 2023, to approve the Debt Service 2023-2024 Operating Budget in the amount of \$8,147,216. Mr. Askham seconded the motion. All were in favor and the motion passed.

Ms. Abbuhl made a motion, effective March 15, 2023, to approve the Capital and Non-Recurring Plan for 2023-2024 in the amount of \$2,446,031 including:

- \$416,250 – to be funded by the General Fund via the Five-Year Payback Method
- \$275,715 – to be funded by the General Fund
- \$686,947 – to be funded by the Capital Reserve Fund
- \$249,760 – to be funded by Grants
- \$ 16,359 – to be funded by Donations
- \$367,000 – to be funded by the Town Aid Road Fund
- \$225,000 – to be funded by the Sewer Use Fund
- \$ 40,000 – to be funded by the Gellert Estate Fund
- \$ 24,000 – from Project Savings
- \$ 40,000 – from the Belden Trust Fund
- \$105,000 from the Golf Equipment Fund

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

Mr. Askham made a motion, effective March 15, 2023, to add the following new projects to the Capital Improvement Plan for 2023-2024 in accordance with Charter Section 803(b):

Meadowood Barn Restoration	\$300,000
Sewer Replacement – Pine Hill	\$350,000

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

Mr. Askham made a motion, effective March 15, 2023, to approve the Capital Improvement Program to include the following projects in 2023-2024, with total funding of \$11,266,840:

		<u>Recommended Funding</u>
Golf Course Irrigation System Replacement	\$ 454,000	Special Revenue Fund
Highway Pavement Management	\$1,700,000	Bonds/Grants/Cash
Public Works Truck Replacement and Plow	\$ 261,000	Cash
Sidewalk Reconstruction	\$ 223,400	Bonds
Refurbish Elevators	\$ 877,500	Bonds
Old Drake Hill Road/Flower Bridge Repairs	\$1,989,000	Capital Reserve Fund (American Rescue Plan Act Themed Funds)
Meadowood Barn Restoration	\$ 650,000	Capital Reserve Fund/Grants/ Donations
Multi-use Connections/Trails Development (Rt. 10 to Curtiss Park)	\$ 873,000	Bonds/Grants/Cash
Eno Building Infrastructure	\$ 389,440	Capital Reserve Fund (American Rescue Plan Act Themed Funds)/Bonds
Bridge Improvements (Climax Road Bridge Over Nod Brook)	\$ 372,000	Bonds/Grants
Bridge Improvements (Firetown Road and Barndoor Hills Rehab)	\$ 402,500	Grants
Primary Clarifier	\$1,000,000	Sewer Use Fund
Sewer Replacement – Pine Hill	\$1,075,000	Sewer Use Fund
Grit System Upgrade	\$ 250,000	Sewer Use Fund
District Security Improvements	\$ 250,000	Bonds
Tariffville School – Replace 1984 Modulars	\$ 500,000	Bonds

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

Ms. Mackstutis made a motion, effective March 15, 2023, to refer the following capital projects to the Planning Commission in accordance with CGS Section 8-24:

- Golf Course Irrigation System Replacement
- Highway Pavement Management
- Public Works Truck Replacement and Plow
- Sidewalk Reconstruction
- Refurbish Elevators
- Old Drake Hill Road/Flower Bridge Repairs
- Meadowood Barn Restoration
- Multi-use Connections/Trails Development (Rte. 10 to Curtiss Park)
- Eno Building Infrastructure
- Bridge Improvements (Climax Road Bridge over Nod Brook)
- Bridge Improvements (Firetown Road and Barndoor Hills Rehab)
- Primary Clarifier

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Sewer Replacement – Pine Hill
Grit System Upgrade
District Security Improvements
Tariffville School – Replace 1984 Modulars

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

After no further discussion, Mr. Askham made a motion to adjourn at 7:56 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk