

# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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## SIMSBURY BOARD OF SELECTMEN Regular Meeting – March 8, 2021 – 6:00 p.m.

### PLEDGE OF ALLEGIANCE

### PUBLIC AUDIENCE

- Email written comments to [ebutler@simsbury-ct.gov](mailto:ebutler@simsbury-ct.gov) by 12:00 PM on Monday, March 8, 2021 to be read into the record; or
- Email [tfitzgerald@simsbury-ct.gov](mailto:tfitzgerald@simsbury-ct.gov) by 12:00 PM on Monday, March 8, 2021 to register to address the Board of Selectmen live through Zoom.

### FIRST SELECTMAN'S REPORT

### TOWN MANAGER'S REPORT

### SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Friends of Simsbury Farms Donation and Supplemental Appropriation Request
- c) Simsbury Farms Golf Professional Services Agreement
- d) Letter of Support for Farmington Valley Health District Proposed FY 21/22 Budget
- e) FY 21/22 Budget Discussion and Adoption

### APPOINTMENTS AND RESIGNATIONS

- a) Resignation of Gina Morgan from the Culture, Parks and Recreation Commission

### REVIEW OF MINUTES

- a) February 22, 2021 Regular Meeting
- b) March 2, 2021 Special Meeting

### SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

### COMMUNICATIONS

- a) [2019-2020 Town of Simsbury Annual Report](#)
- b) Aquarion Water Watch March 2021 Newsletter: "Preparing Your Irrigation System for Our Twice Weekly Schedule"
- c) Letter from T. Kirk, re: MIRA FY 21/22 Tipping Fees, dated February 26, 2021

**ADJOURN**



# 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 8, 2021
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector

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 8, 2021 to approve the presented tax refunds in the amount of \$6,157.48, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.*

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

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

6. **Financial Impact:**  
The aggregate amount of all tax refunds as presented is \$6,157.48. The attachment dated March 8, 2021 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
  - a) Requested Tax Refunds, dated March 8, 2021

REQUESTED TAX REFUNDS  
MARCH 8, 2021

	BILL NUMBER	TAX	INTEREST	TOTAL
<b>List 2019</b>				
Holler Law Firm (Close, Scott)	19-01-1556	\$78.76		\$78.76
Mason, Geoffrey	19-01-5079	\$70.00		\$70.00
Blue Fox Rock N Bowl	19-02-40121	\$2,804.46		\$2,804.46
Hart Sarah B	19-03-57779	\$319.01		\$319.01
Honda Lease Trust	19-03-58354	\$286.78		\$286.78
Honda Lease Trust	19-03-58405	\$118.76		\$118.76
JP Morgan Chase Bank	19-03-59337	\$542.14		\$542.14
Bud Behling Leasing Inc	19-04-80323	\$172.39		\$172.39
CAB Easat LLC	19-04-80354	\$545.41		\$545.41
Kalechman, Robert	19-04-82002	\$104.30		\$104.30
Ryan, Paula T	19-04-82364	\$391.25		\$391.25
Ryan, Paula T	19-04-82365	\$146.18		\$146.18
Ally Financial (Vault Trust)	19-04-82801	\$578.04		\$578.04
<b>Total 2019</b>		<b>\$6,157.48</b>	<b>\$0.00</b>	<b>\$6,157.48</b>
<b>TOTAL ALL YEARS</b>		<b>\$6,157.48</b>	<b>\$0.00</b>	<b>\$6,157.48</b>



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Friends of Simsbury Farms Donation and Supplemental Appropriation Request
2. **Date of Board Meeting:** March 8, 2021
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is supportive of expediting the basketball court lighting portion of the Phase II lighting upgrade and improvements project at Simsbury Farms, the following motions are in order:  
  
*Move, effective March 8, 2021, to accept a donation in the amount of \$36,000 from the Friends of Simsbury Farms to be used for the construction of outdoor basketball court lighting at Simsbury Farms.*  
  
*Further, move to approve a supplemental budget appropriation of up to \$13,000 from the capital reserve fund for the construction of outdoor basketball court lighting at Simsbury Farms.*
5. **Summary of Submission:**  
The Friends of Simsbury Farms, is a 501(C)(3) non-profit organization. They were created in January 2016 with the purpose of planning, forming, coordinating, and monitoring charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends are offering to partner with the Town to expedite and complete the construction of outdoor basketball court lighting at Simsbury Farms. The construction of basketball court lighting was planned for Phase II of the lighting upgrade and improvement project at Simsbury Farms, which is proposed in FY 22/23 of the capital plan. The Friends have offered to donate \$36,000 of the estimated \$49,000 cost of this project.

The construction of replacement lighting for the Simsbury Farms access road and primary parking areas (Phase I of the lighting project) are currently under construction with completion anticipated by May 31, 2021. We currently have a commitment from the contractor to hold his bid price for the proposed basketball lighting if we can amend his construction contract in the next 30 days. This plan avoids possible price increases for this work if the contractor needs to remobilize to complete the work in the future and

possible delays in obtaining required lighting equipment due to COVID supply chain issues in the future due to the pandemic.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Friends of Simsbury Farms and direct Engineering Department staff to issue a change order to the current Simsbury Farms parking lighting improvements contract.

The Board of Finance would need to review the supplemental appropriation request at their March 16, 2021 meeting.

**6. Financial Impact:**

The estimated cost of lighting the outdoor basketball courts at Simsbury Farms is \$49,000. Due to the generous \$36,000 donation from the Friends, the Town's anticipated contribution would be approximately \$13,000. Since this work is proposed in an out year of the capital plan, staff recommends leveraging the donation of the Friends to expedite the project and complete the work at this time. There are also cost and construction efficiencies that can be achieved by having the work completed this spring while the contractor(s) is on site completing work related to Phase I of the Farms lighting project.

Staff proposes utilizing the capital reserve to fund the \$13,000 supplemental appropriation request. If approved, the balance in the capital reserve would be \$1,979,102.

The proposed lighting system will be energy efficient, there will be minimal ongoing electricity costs associated with lighting based on use.

**7. Description of Documents Included with Submission:**

None



# Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Farms Golf Professional Services Agreement
2. **Date of Board Meeting:** March 8, 2021
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is in support of proceeding with a contract with John Verrengia, Golf Professional, to operate the Simsbury Farms Golf Course Pro Shop, the following motion is in order:  
  
*Move, effective March 8, 2021, to authorize the Town Manager to execute the proposed agreement for the Simsbury Farms Golf Course pro Shop with John Verrengia.*
5. **Summary of Submission:**  
Our Golf Course Professional Services agreement with John Verrengia ended at the end of the 2020 season. The Culture, Parks and Recreation Department conducted an RFQ process to solicit proposals for Golf Professional Services. One proposal was submitted. John Verrengia submitted a detailed proposal to continue on as the Golf Professional at the Simsbury Farms Golf Course with a modest increase in fees. Staff received numerous correspondences from users of the Simsbury Farms Golf Course advocating on behalf of Mr. Verrengia's proposal.  
  
John Verrengia and his team have over 20 years of experience at Simsbury Farms and have an outstanding track record of excellent customer service and professional management of our Golf Course Pro Shop and events at the course. The Culture, Parks and Recreation Commission has endorsed a new agreement with Mr. Verrengia and staff recommends the new agreement as well. The proposed term of the agreement is five years, with an option to renew for an additional five years. The Town's Attorney has reviewed the agreement.
6. **Financial Impact:**  
The Town will pay the Golf Professional an annual stipend during each year of the agreement. Mr. Verrengia will receive \$40,000 in year one, \$42,500 in year two, and \$45,000 in each of the remaining years of the agreement. Mr. Verrengia previously received a \$36,500 annual stipend in the previous contract as Golf Professional with the

Town. Mr. Verrengia will also receive small increases in the revenue sharing of the driving range and cart rentals.

**7. Description of Documents Included with Submission:**

a) Proposed Golf Course Professional Services Agreement with John Verrengia



**SIMSBURY FARMS GOLF COURSE  
GOLF PROFESSIONAL  
PERSONAL SERVICES AGREEMENT**

This agreement made at Simsbury, Connecticut, this \_\_\_ day of \_\_\_\_\_, 2021 between the **TOWN OF SIMSBURY**, a municipal corporation, hereinafter referred to as “the Town” acting herein and through Maria Capriola, its Town Manager, who is duly authorized to act for the Town, and **JOHN VERRENGIA**, an individual having his principal address at 18 Overhill Road, West Hartford, Connecticut hereinafter referred to as the “Professional.”

**WITNESSETH:**

**WHEREAS**, the Town owns and operates a municipal golf course known as Simsbury Farms Golf Course, hereinafter referred to as the “Golf Course”; and

**WHEREAS**, the Town desires to engage the services of a golf professional and the operation of a Pro Shop at the Golf Course; and

**WHEREAS**, the Professional represents that he is a qualified and accredited golf professional in accordance with standards set by the Professional Golf Association (“PGA”), and is competent to perform the services set forth in this agreement, evidence of said qualifications having been filed with the Town; and

**WHEREAS**, the Professional wishes to assume the responsibility for the provision of golf professional services, in keeping with the standards of the PGA, and the operation of a Pro Shop at the Golf Course;

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

**SECTION I  
TERM**

The term of this agreement shall be for a period of five (5) years, commencing on March XX, 2021 and terminating on December 1, 2026. The Town and the Golf Professional may, by mutual agreement, renew this Lease for an additional five (5) year term ending at the conclusion of the 2025 golf season, anticipated to be December 1, 2026, at terms and conditions to be agreed upon by the Town and the Golf Professional. It is agreed that the decision concerning the additional term will be made by September 1, 2026.

**SECTION II  
DEMISED PREMISES**

## **PRO SHOP**

(a) Real Property and Improvements. The Pro Shop located at the Simsbury Farms Complex, 100 Old Farms Road, Simsbury, Connecticut, and additional areas, more particularly described in Exhibit A, are hereinafter referred to as the “Demised Premises.”

(b) Personal Property. It is understood and agreed that the personal property and/or fixtures, as listed in Exhibit B, which may be changed from time to time, are the property of the Town. It is expressly understood that the trophy case located in the common area hallway outside of the Pro Shop is the property of the Town.

(c) Exclusive Right to Operate the Pro Shop. During the term of the Agreement, the Professional shall have the exclusive right to operate the Pro Shop.

## **SECTION III COMPENSATION**

(a) The Town shall pay the Professional the annual amount set forth as follows: \$40,000 in 2021, \$42,500 in 2022, \$45,000 in 2023, \$45,000 in 2024, \$45,000 in 2025, during each year of the agreement. 37.5% of the annual amount shall be paid on or before March 15 of each calendar year. 62.5% of the Annual Amount shall be paid on or before August 1. The Town will not pay Mr. Verrengia the full amount of compensation if the agreement is terminated mid-season. Payment for a partial year of service will be prorated and adjusted accordingly for the number of months that the services were performed.

(b) The Professional and the Town agree that the Town will charge the Professional \$400 per month from April through November for the cost of utilities for the use of the Demised Premises. The Town will deduct from the professional’s golf revenues payments on a monthly basis for the cost of utilities which include electricity, water, natural gas, local phone, internet and septic services. During the months that the Golf Course is not open, the Professional may use the Demised Premises for retail and professional instruction purposes only. The Professional, at his own expense, will provide long distance telephone service for his and his employee’s business and personal use.

(c) The Town agrees to furnish range balls, ball dispenser, ball cleaner and ball retrieval equipment at no cost to the Professional. It is understood that the equipment described in this paragraph is the property of the Town.

(d) The Town shall pay the Professional a portion of revenues collected for the usage of golf carts, range balls and bag storage. It is understood and agreed that a separate agreement attached hereto entitled “Golf Cart Lease Agreement” contains the agreement between the Professional and the Town with respect to the lease of the powered golf carts. The Professional shall receive the following compensation from the rental revenue of the items outlined below:

<b>Equipment</b>	<b>Item Sold</b>
Power Cart (18)	33%
Power Cart (9)	33%
Senior Cart (18)	33%
Senior Cart (9)	33%
Pull Cart (18)	N/A
Pull Cart (9)	N/A
Small Range Ball Bucket	40%
Med Range Ball Bucket	40%
Large Range Ball Bucket	40%
Sr./Jr. Range Ball Bucket	35%
Range 30 "Pass"	35%
Range 65 "Pass"	35%
Range 100 "Pass"	35%
Bag Storage 50%	

(e) Professional Shop. The Professional shall maintain, at his own cost, risk, profit and expense, a Professional Shop ("the Pro Shop"). Said Pro Shop shall offer merchandise for sale that is necessary and customary for the operation of a golf course. The Pro Shop shall be a part of the Demised Premises noted as Exhibit A and is provided rent free. The Professional shall maintain a reasonable inventory of merchandise commensurate with the needs of the Golf Course and its patrons for sale in the area known as the Pro Shop. The Professional shall ensure that special orders will be available with reasonable delivery times and shall make every effort to add new merchandise to his inventory.

(f) Golf Instruction. The Professional shall provide private golf instruction on an individual or group basis.

(g) Special Events. It is understood that the Town and Professional shall divide revenues from any special events in accordance with the revenue sharing schedule outlined under Section III(d) of this Agreement. In addition, the Pro will receive additional compensation for outings as defined in Exhibit E.

(h) Golf Club Repair Services. It is acknowledged, that as a service to the golfing community, the Professional or his designee shall provide golf club repair services. The services provided include the re-gripping of golf clubs. The Professional may continue to provide this service. The Professional shall have the responsibility to ensure that any personnel operating said equipment are fully trained and certified.

(i) Special Programs. The Professional shall work with the Town to schedule and conduct programs that directly complement the programs of the Simsbury Culture, Parks and Recreation Department at the Simsbury Farms Recreation Complex, as outlined in Exhibit "D". The Town will receive 25% income (net) from these programs.

#### **SECTION IV DUTIES OF THE PROFESSIONAL**

(a) Regular Duties. The Professional shall devote his full time, attention to the performance of duties as the Golf Professional at the Golf Course during the open golf season for the term of this Agreement and any renewal thereof. The Professional agrees that as a part of his responsibilities and duties and without additional compensation, other than set forth in this Agreement, he shall:

- Coordinate the scheduling of special events with the Director of Culture, Parks and Recreation or his/her designee and the Simsbury Farms Golf Course Restaurant Operator to ensure compliance with Town policy and procedure. The Professional shall keep the Director or his/her designated representative apprised of the Simsbury Farms Golf Course Restaurant's interaction with other golf functions.
- Handle the sale and collection of all fees including greens fees for daily play, as established by the Town. The Town will contract, maintain and pay the fees for a golf configured point of sale and tee reservation software for purposes of collecting fees, payments and reservations from patrons. All monies collected from these fees shall be accounted for and paid over to the Town daily, either by delivering deposits to the Culture, Parks and Recreation Director or her designee or by making a direct deposit into a Town account (end of day credit card processing) at the preference of the Town.
- Be responsible for administering the reservation system for daily starting times. It is expressly understood by the Professional and the Town that any deviations from the reservation system in place as of the date of this agreement, will require the mutual consent of the Professional and the Town.
- Be required to offer, or have his staff offer, free 15 minute lessons for the months of April, May and June. Times will be made in agreement between the pro and the student.
- Provide ongoing training and the logging of schedules of the Assistant Golf Professional, Starters, Rangers and others providing golf services as required by the Director or his/her representative. The Professional agrees to provide no less than ten (10) hours of education during the winter months to the Pro Shop staff.

- Report immediately in writing, any problem, incident or accident on the golf course to the Director or his/her designated representative.
- Schedule the Assistant Golf Professional, Starters, Rangers or other employees providing golf services.
- Report annually, or as requested, to the Culture, Parks and Recreation Commission and serve as an affirmative advocate and spokesman for town policies related to the golf course, including fees, hours of operation and scheduling.
- Meet weekly with the Golf Course Superintendent and the Director or his/her designee to discuss and resolve problems pertaining to the Golf Course maintenance and Pro Shop operation. The Professional shall alert the Course Superintendent to any complaints or concerns regarding maintenance or operations as they occur and consult with the Superintendent on tournament and event scheduling.
- Meet with the Director or designee during budget preparation to ensure a sufficient inventory of score cards, cash register tapes, pencils and other supplies as required for the golfing season which shall be purchased by the Town. The Professional shall use the supplies provided by the Town in a reasonable manner. The Score Cards will be stored in such a manner as to protect these materials from weather and similar precautions shall be taken with the other materials of the Town.
- Hire, train, supervise and pay for the following staff:

Assistant Professional  
Pro Shop Services  
Other Professional Duties (lessons, bookkeeping, etc.)

- The Professional shall be solely responsible and liable for the payment of all payroll taxes, worker's compensation insurance, unemployment compensation and other legally required benefits. The Professional will be required to provide supervisory duties as directed by the Director or his/her designated representative to facilitate an orderly and efficient golf operation. For the avoidance of doubt, Professional is an independent contractor. No employment relationship exists between the Professional and the Town.
- A proposed plan of operations for the Golf Course, detailing the personnel to be hired and tasks performed, will be submitted to the Director on or before March 1 of each year of this Agreement.
- Oversee employees so they are groomed and neatly dressed at all times: Shoes will be shined and no jeans, cutoffs or tee shirts will be permitted in accordance with

Town policy and practices. Professional shall provide orientation to staff as necessary to ensure adherence to proper dress code.

- Supervise the organization of, and conduct all tournaments, outings, and coordinate all golf leagues played on the course. Tournament schedule shall be submitted to the Director or his/her designee prior to the golf season.
- Through the formulation of a sales and marketing plan, the Professional shall make a thorough effort to maximize play on the golf course. Working in conjunction with the Director, the Professional shall adhere to the recommendations, goals, and objectives of the plan, with the results being evaluated annually or as deemed necessary.
- The Professional shall be responsible for the cleanliness and professional appearance of the demised premises. The Professional agrees to keep the entire Demised Premises clean and clear of clutter, and the Professional agrees to operate the Pro Shop in accordance with the minimum operating hours and standards as outlined herein. Golf Professional or his Designee shall be responsible for daily cleaning, including sweeping and vacuuming of floors, and cleaning of restrooms as necessary during operating hours to provide a safe and sanitary facility to patrons and staff.
- The Golf Professional, or his/her designee will be present at the golf course one half hour before the first scheduled tee time and remain on site until the last golfers have completed their round each day of the golf season to ensure that all services are provided in a satisfactory manner. In the event that he cannot be in attendance, he is to notify the Director of Culture, Parks and Recreation that he will not be present and state the reason. In the Professional's absence, the Assistant Golf Professional will assume responsibility for the Pro Shop operation. Work schedules must allow either the Professional or the Assistant Professional to be on duty at all times
- Develop, conduct and promote a junior golf program, including but not limited to a junior golf league.
- Continue to oversee and operate a Pace Of Play program that will train four (4) to eight (8) employees on the pace of play, the rules and regulations of the Golf Course, the repair of ball marks and divots, the course rates for golf carts and regulations and assisting the maintenance staff with problems on the golf course.
- Maintain and submit to the Director or his/her designee annually a written operational manual, by March 1<sup>st</sup> of each year, which shall serve as a policy outline for all matters relating to the golf course operation. The manual shall include, but not necessarily be limited to, procedures for collecting, accounting and depositing revenue from sales of golf tickets, rules and regulations pertaining to use of golf carts, policies for refunds

and rain checks, hours of operation, and rules and regulations concerning play on the golf course. The Town shall have the authority to revise the manual on an as needed basis and the Professional will be required to comply with any revision(s).

- Be and remain a Golf Professional Class “A” member in good standing for the duration of this Agreement.

## **SECTION V HOURS OF OPERATION**

The Professional shall provide that the Golf Course and Pro Shop will be open at such times as may be reasonably designated by the Town or its designated agent, in accordance with mutually agreed upon procedures. The Professional or his/her designee will be present at the golf course one half hour before the first scheduled tee time and remain on site until the last golfers have completed their round each day of the golf season to ensure that all services are provided in a satisfactory manner. In the event that he cannot be in attendance, he is to notify the Director of Culture, Parks and Recreation that he will not be present and state the reason. In the Professional’s absence, the Assistant Golf Professional will assume responsibility for the Pro Shop operation. Work schedules must allow either the Professional or the Assistant Professional to be on duty at all times.

## **SECTION VI INSURANCE**

(a) The Professional shall, at his own expense, carry public liability, broad form comprehensive general liability, product liability and any other coverage necessary to provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for claims arising out of or alleged to have arisen out of duties performed under this contract, including but not limited to all “Duties of the Professional” outlined in Sections III & IV of this Agreement. The policies shall be written by an insurance company or companies acceptable to the Town and shall name the town as an additional insured. Prior to April 1 of each year of this agreement, the Professional shall furnish to the Town with a duly executed insurance certificate in form and substance satisfactory to the Town. Such certificates shall provide for not less than 30 days notice of cancellation to the Town. The Professional shall obtain, maintain and provide evidence of Worker’s Compensation Insurance covering himself and any and all employees that he engages during the term of the agreement or any renewals of it.

(b) To the fullest extent permitted by law, the Professional shall indemnify and hold the Town, its boards and commissions, officers, agents, employees and servants harmless from and against any and all claims of any nature, whether to person or property or both, in connection with or arising out of the use of the Golf Course and Pro Shop as set forth in this Agreement. The availability of insurance coverage shall in no way limit the liability of the Professional to the Town as set forth above. The Professional shall also carry fire insurance in an amount to adequately cover the contents of the Pro Shop.

**SECTION VII  
COMPLIANCE WITH LAW**

The Professional agrees to comply with all laws, ordinances, rules and regulations which pertain or apply to the Golf Course and Pro Shop and the use thereof. The Golf Professional and his/her staff will adhere to all sector rules and public health regulations as set forth by the State of Connecticut and the Farmington Valley Health District. The Golf Professional shall comply with all Town Ordinances. The Golf Professional shall comply with all rules and regulations of the Director of Culture, Parks and Recreation or his/her designated representative concerning the operation of the facility.

**SECTION VIII  
ADDITIONAL COMPENSATION**

The Professional recognizes that all expenses incurred by him that are not Town related and previously approved by the Director or his/her designee are the responsibility of the Professional.

**SECTION IX  
FINANCIAL STATEMENT**

The Professional shall submit to the Director of Culture, Parks and Recreation by March 1 an annual operating statement prepared in accordance with generally accepted accounting principals by a certified public accountant, for the operation of the professional services and merchandise sales during the previous calendar year and shall submit other financial information as requested.

**SECTION X  
NON-DISCRIMINATION**

The Professional acknowledges and agrees to comply with the Connecticut Fair Employment Practices Act, which prohibits employment practices that discriminate based on race, color, religious creed, age, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, status as a veteran, present or past history of mental disability, intellectual disability, learning disability, or physical disability, including, but not limited to, blindness. The Professional acknowledges that employers are also prohibited from taking any form of reprisal against employees who file discrimination complaints. "Gender identity or expression" is defined as a person's gender-related identity, appearance, or behavior, regardless of whether it is different from that traditionally associated with the person's physiology or assigned sex at birth.

The Professional, in performing under this Agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, age,



sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Professional that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, nor otherwise commit an unfair employment practice. The Professional will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this nondiscrimination clause.

## **SECTION XII TERMINATION**

The Professional may terminate this Agreement by serving written notice upon the Town of his intent to terminate at least sixty (60) days prior to the effective date of the termination provided, however, that said termination shall not be effective during the golf season, being the period from March 15 to December 15 in any year.

If the Professional shall fail to perform his duties faithfully, competently and to the best of his abilities in accordance with the terms of this Agreement, the Town may terminate this Agreement at its sole discretion by providing a minimum of sixty (60) days written notice.

If the Professional is unable to perform his responsibilities as a result of a disabling condition or incapacity that prevents the Professional from performing under this Agreement, as certified by a medical professional, this Agreement may be terminated by the Town Manager without further obligation on the part of the Professional beginning on the date of termination.

## **SECTION XIII CONTRACT FOR SERVICES**

The Town and the Professionals expressly agree that this is an Agreement for the provision of the specific services herein described; that the Professional is to perform those services for the term set forth herein pursuant to the provisions of this Agreement; that the Professional is an independent contractor as that term is defined in Connecticut law, not an employee of the Town, for these purposes and as such is not entitled to any Town employee benefits, including, but not limited to, life and health insurance, vacation, sick leave or pension rights. This Agreement, and the Golf Cart Lease Agreement referenced herein, covers the complete understanding between the parties and expressly rescinds all previous Agreements and understandings in conflict herewith. No modification hereof shall be effective unless made in writing and duly executed by the parties hereto.

## **SECTION XIV**

**ASSIGNMENT**

This Agreement shall not be assigned to anyone without the express written consent and approval of the Town Manager, nor shall the Pro Shop be sublet without such express written consent or approval.

**SECTION XV  
ASSIGNMENT**

Professional certifies that it does not have any conflicts of interests described in the Simsbury Code of Ethics, Chapter 13 of the Code of the Town of Simsbury. Professional shall the attached Acknowledgment Form and return it to the Town.

**SECTION XIV  
NOTICES**

All written notices required or permitted hereunder shall be delivered by certified mail to the other party at the following addresses:

**PROFESSIONAL**

John Verrengia  
  
18 Overhill Road  
West Hartford, CT

**TOWN**

Maria Capriola  
Town Manager  
933 Hopmeadow Street  
Simsbury, CT 06070

**IN WITNESS THEREOF**, John Verrengia has hereunto set his hand and seal and the Town of Simsbury, acting herein by Maria E. Capriola, its Town Manager, hereunto duly authorized, has caused its name to be subscribed and its seal affixed this \_\_\_ day of \_\_\_\_\_, 2021.

Signed, Sealed and Delivered in the Presence of:

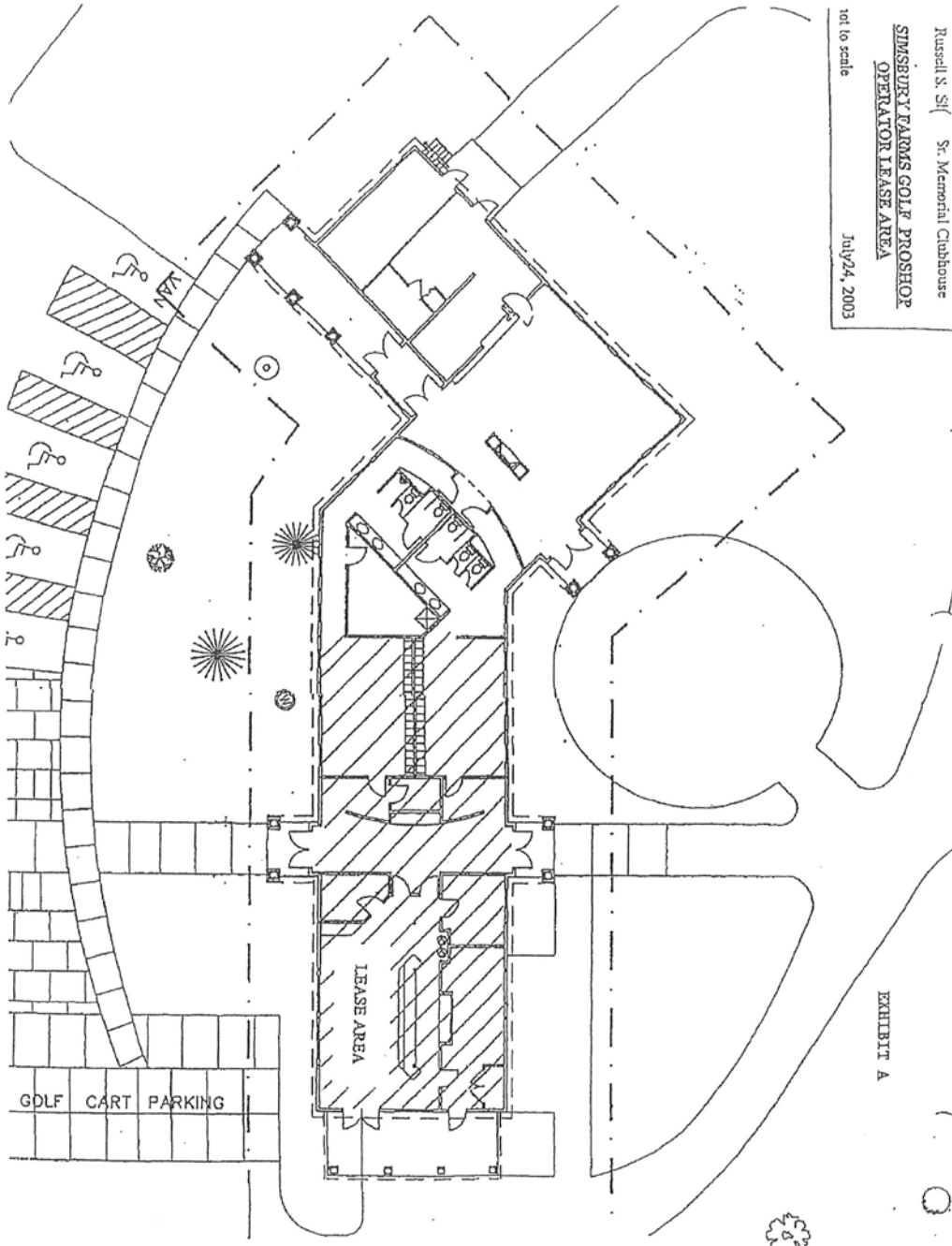
\_\_\_\_\_

\_\_\_\_\_  
Maria E. Capriola, Duly Authorized  
Town Manager

\_\_\_\_\_

\_\_\_\_\_  
John Verrengia  
Golf Professional

**EXHIBIT A**



Russell S. Sif Sr. Memorial Clubhouse  
SIMSBURY FARMS GOLF PROSHOP  
OPERATOR LEASE AREA  
July 24, 2003  
not to scale

EXHIBIT A

**EXHIBIT B**  
**Town Equipment at Simsbury Farms Golf Course**

***Pro Shop***

Counters (Front and Back)  
Computers, Monitors, Keyboards, Mice (3)  
Printer  
Surge Protectors (3)  
Credit Card Reader  
Bag Storage Stand

***Range***

Balls  
Ball Dispensing Machine  
Ball Washer  
Driving Range Mats  
Baskets  
Ball Picker Frame  
Tokens

**EXHIBIT D**  
**SIMSBURY FARMS GOLF COURSE YEARLY PLANNER**

Year 2021  
Junior Golf Camps (ages 9-15) – 4 Sessions  
Junior Golf Clinics (ages 10-15) – 2 Sessions  
Junior Clinics (ages 5-10) – 3 Sessions  
Adult Clinics – 5 Sessions

(25% Income (Net) from these programs to Town of Simsbury)

**EXHIBIT E**

When greens fees revenues from outings reaches \$45,000, the Golf Professional will receive 5%.  
When green fees revenues from outings reaches \$50,000 the Golf Professional will receive 7.5%.  
When greens fees revenues from golf outings exceeds \$55,000 the golf professional will receive 10%



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Letter of Support for Farmington Valley Health District Proposed FY 21/22 Budget
2. **Date of Board Meeting:** March 8, 2021
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports sending the attached letter to the Farmington Valley Health District, the following motion is in order:

*Move, effective March 8, 2021, to authorize the Town Manager's Office to send a letter of support to the Farmington Valley Health District regarding their proposed FY 21/22 budget.*

5. **Summary of Submission:**  
The Farmington Valley Health District has prepared their Fiscal Year 2021/2022 budget. A summary of their budget is as follows:
  - The proposed per capita cost for member towns is increasing from \$6.50 to \$7.00. This is the mid-point of the projected increase as presented in the five-year strategic plan (projected per capita of \$6.90-\$7.10 for FY22).
  - Although the per capita increase is 7.7%, our increase (\$15,402) is 9.5% due to the fact that our population increased again.
  - This budget assumes that the state per capita funding will be \$1.76, which falls short of the \$1.85 statutory contribution. The state has not fully funded the per capita cost in several years.
  - A few months into the fiscal year, the FVHD board revised the FY21 adopted budget to account for approximately \$230,000 worth of COVID-related grant funds and associated expenses. The FY22 budget is presented in comparison to the revised FY21 budget. Because some of the grant activity will decrease in FY22, the proposed budget actually looks like a decrease from FY21.
  - Major drivers for this budget are personnel costs (including the onboarding of a new community health associate, which aligns with the strategic plan), and an increase in rent (expanded office space to accommodate staff, supplies, etc.).

The FVHD has been an invaluable partner to the Town throughout the pandemic. For the past year they have been working hard to assist us in community contact tracing, enforcement of sector rules, providing vaccinations to residents, advising the Town,

Board of Education, and business community on a variety of public health and safety matters amongst other duties related to the virus.

The Health District's public hearing on the budget has been rescheduled for March 23<sup>rd</sup>. The proposed letter can be submitted by the Town for FVHD's public hearing on the budget, or simply sent to them as general correspondence.

**6. Financial Impact:**

The proposed increase amounts to \$15,402 and is included in the Manager's proposed FY 21/22 budget for the Town.

FVHD bills its ten member towns proportionally based on population.

**7. Description of Documents Included with Submission:**

- a) Draft Letter in Support of the Farmington Valley Health District's Proposed FY21/22 Budget
- b) FVHD Proposed FY 21/22 Budget



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

March 8, 2021

Jennifer Kertanis,  
Director of Health  
Farmington Valley Health District

Dear Jennifer,

This letter is to express the Simsbury Board of Selectmen's support for the Farmington Valley Health District's proposed budget for Fiscal Year 2021/2022.

We recognize that in addition to your normal operations, you have been tasked with many duties related to our current, ongoing public health crisis. We are very grateful for all of the support and guidance you have provided our community since COVID-19 first hit the district in March 2020. You have been dedicated to assisting all member towns with implementing reopening plans, assisting with employee return to work, prevention strategies, contact tracing, exposure-related questions, and much more. We also recognize the work you have done related to enforcing certain sector reopening rules and conducting inspections related to the 600+ restaurants, salons, and other businesses that have reopened.

Of course, managing all of your normal duties has become even more challenging in this environment. We understand the stress FVHD is under, and the need for continued commitment from member towns. The state continues to underfund the statutory per capita grant to local health departments and districts, which makes support from FVHD's member towns even more critical.

The Simsbury Board of Selectmen wishes to show our support for the proposed 2021/2022 Farmington Valley Health District budget, which will support your work moving forward.

Respectively,

Eric Wellman  
First Selectman

Sean Askham  
Deputy First Selectman

Jackie Battos  
Selectman

Wendy Mackstutis  
Selectman

Mike Paine  
Selectman

Chris Peterson  
Selectman

**Farmington Valley Health District  
FY 21-22  
Draft Budget**

January 2021



**Farmington Valley Health District  
FY 21-22  
Balance Sheet**

Revenues - State at \$1.76	FY 20-21		FY 21-22
	Adopted	Expected	Draft
Government	\$890,862	\$896,419	\$954,191
Fees	\$399,500	\$334,000	\$397,000
Vaccine/Misc	\$10,100		
Grants	\$500,626	\$500,628	\$415,974
<b>Total Revenues</b>	<b>\$1,801,088</b>	<b>\$1,731,047</b>	<b>\$1,767,165</b>
Expenses	FY 20-21		FY 21-22
	Adopted	Expected	Draft
Personnel	\$1,524,209	\$1,410,376	1,482,286
Operation	\$293,819	\$316,879	299,254
Transfer to Capital Reserve			
<b>Total Expenses</b>	<b>\$1,818,028</b>	<b>\$1,727,255</b>	<b>\$1,781,540</b>
<b>Operating Balance at \$1.76</b>	<b>-\$16,940</b>	<b>\$3,792</b>	<b>-\$14,375</b>

**Farmington Valley Health District  
FY 21-22  
Personnel Expenses**

Salaries	FY 19-20	FY 20-21		FY 21-22	
	Actual	Adopted	Expected	Draft	
Director of Health		\$119,474	\$119,474	\$123,058.54	
Chief Sanitarian		\$89,119	\$89,119	\$91,792.35	
Senior Sanitarian(1)		\$82,395	\$50,000	\$84,866.64	med leave
Sanitarian(1) 28 hrs/wk		\$75,447	\$75,447	\$61,661.00	Increase hrs.
Sanitarian		\$72,100	\$72,100	\$74,263.00	
Sanitarian		\$63,000	\$63,000	\$64,890.00	
Env. Health Inspector		\$53,000	\$53,000	\$57,000.00	
Env. Health Inspector		\$50,000	\$50,000	\$51,500.00	
Community Health Coord.		\$72,000	\$72,000	\$74,160.00	
Administrative Assistant		\$47,000	\$47,000	\$48,410.00	
Health Prg Associate		\$60,000	\$30,000	\$55,000.00	Jan. Hire
RGH Coordinator		\$30,000	\$30,000	\$18,000.00	
Epidemiologist		\$52,000	\$52,000	\$67,000.00	
Public Health Program Mgr		\$80,000	\$54,000	\$82,400.00	Nov. Hire
Overtime		\$47,652	\$47,652	\$50,000.00	
Performance Incentives/Step Prgm		\$12,000	\$12,000	\$12,000.00	
<b>Total Salaries</b>	<b>\$773,050</b>	<b>\$1,005,187</b>	<b>\$916,792</b>	<b>\$1,016,002</b>	
<b>Fringe Benefits</b>					
Social Security/Medicare		\$69,547	\$64,084	\$70,104	
Retirement		\$64,087	\$60,000	\$66,780	
Med/Dent Insurance		\$260,032	\$240,000	\$231,000	
Employee Premium		-\$28,143	-\$24,000	-\$23,100	
Group Life Insurance		\$1,500	\$1,500	\$1,500	
<b>Total Fringe Benefits</b>	<b>\$301,881</b>	<b>\$367,023</b>	<b>\$341,584</b>	<b>\$346,284</b>	
<b>Subcontracts</b>					
Emergency Prep. Coordinator	\$54,227	\$52,000	\$52,000	\$52,000	
Bookkeeper	\$17,445	\$15,000	\$15,000	\$18,000	
Men's Health Consultants	\$32,618	\$25,000	\$25,000	\$40,000	
ID Consultant (NACCHO Grant)		\$50,000	\$50,000	\$0	
Communication Consultant		\$10,000	\$10,000	\$10,000	
CHA consultant	0	0	0	0	
<b>Total Subcontracts</b>	<b>\$104,290</b>	<b>\$152,000</b>	<b>\$152,000</b>	<b>\$120,000</b>	
<b>Total Personnel Costs</b>	<b>\$1,179,221</b>	<b>\$1,524,210</b>	<b>\$1,410,376</b>	<b>\$1,482,286</b>	

**Farmington Valley Health District  
FY 21-22  
Operating Expenses**

Category	FY 19-20	FY 20-21		FY 21-22
	Actual	Adopted	Expected	Draft
Rent	\$58,035	\$79,254	\$70,000	\$79,254
Transportation	\$24,134	\$27,256	\$27,256	\$27,000
Office Costs	\$19,337	\$20,123	\$20,123	\$20,000
Office/Equipment/Maintenance	\$22,106	\$18,600	\$26,000	\$18,000
Telephones	\$15,531	\$13,000	\$25,000	\$15,000
Audit & Legal	\$4,500	\$4,500	\$4,500	\$5,000
Insurances	\$16,782	\$16,000	\$16,000	\$17,000
Worker's Comp. Insurance	\$16,093	\$15,000	\$15,000	\$16,000
Professional Development	\$9,943	\$10,000	\$5,000	\$6,000
Leases	\$4,316	\$6,000	\$6,000	\$6,000
Environmental Supplies	\$1,496	\$2,000	\$5,000	\$2,000
Website/Digital File Hosting	\$15,328	\$14,000	\$14,000	\$14,000
View Permit	\$28,400	\$24,000	\$24,000	\$24,000
Miscellaneous	\$10,127	\$2,000	\$12,000	\$10,000
Computer Maintenance	\$5,006	\$8,000	\$10,000	\$8,000
Vaccine	\$10,000	\$10,000	\$0	\$0
Excess Medical Costs	\$862	\$2,000	\$2,000	\$2,000
Men's Health Grant	22759	\$15,000	\$15,000	\$20,000
Other Grant Expenses	13366	\$7,086	\$20,000	\$10,000
<b>Operations Subtotal</b>	<b>\$298,121</b>	<b>\$293,819</b>	<b>\$316,879</b>	<b>\$299,254</b>

office expansion

**Farmington Valley Health District  
FY 21-22  
Government & Grant Revenues**

Town Per Capita	FY 19-20	FY 20-21			FY 21-22	
	Actual \$6.05/capita	Official 2018	Adopted \$6.50/capita	Expected	Official 2019	Draft \$7.00
Town						
Avon	\$111,030	18,302	\$118,963	\$118,963	18,276	\$127,932
Barkhamsted	\$22,089	3,624	\$23,556	\$23,556	3,606	\$25,242
Canton	\$62,303	10,270	\$66,755	\$66,755	10,254	\$71,778
Colebrook	\$8,549	1,405	\$9,133	\$9,133	1,400	\$9,800
East Granby	\$31,254	5,147	\$33,456	\$33,456	5,140	\$35,980
Farmington	\$154,711	25,506	\$165,789	\$165,789	25,497	\$178,479
Granby	\$68,710	11,375	\$73,938	\$73,938	11,507	\$80,549
Hartland	\$12,778	2,120	\$13,780	\$13,780	2,120	\$14,840
New Hartford	\$40,644	6,685	\$43,453	\$43,453	6,656	\$46,592
Simsbury	\$150,960	24,979	\$162,364	\$162,364	25,395	\$177,765
<b>Total Population</b>		<b>109,413</b>			<b>109,851</b>	
<b>Total Town</b>	<b>\$663,026</b>		<b>\$711,185</b>	<b>\$711,185</b>		<b>\$768,957</b>

State Per Capita						
Population X 1.76/capita	\$182,469	109,413	\$179,677	\$185,234	109,851	\$185,234

<b>Total Government at \$1.76/capita</b>	<b>\$845,495</b>		<b>\$890,862</b>	<b>\$896,419</b>		<b>\$954,191</b>
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Grants						
EP Grant	\$74,819		\$74,819	\$74,819		\$74,819
Block Grant	\$25,000		\$25,000	\$25,000		\$25,000
Men's Health Grant	\$100,000		\$100,000	\$100,000		\$90,000
AFDO Grant	\$13,000		\$13,000	\$13,000		
NACCHO Grant			\$100,000	\$100,000		
COVID Funding			\$11,654	\$11,654		\$50,000
ELC Covid Grant			\$176,155	\$176,155		\$176,155
Other Grant	\$0					
<b>Total Grants</b>	<b>\$212,819</b>		<b>\$500,628</b>	<b>\$500,628</b>		<b>\$415,974</b>

<b>Revenue Total with State \$1.76/cap</b>			<b>\$1,391,490</b>	<b>\$1,397,047</b>		<b>\$1,370,165</b>
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**Farmington Valley Health District  
FY 21-22  
Fee Revenues**

Category	FY 19-20	FY 20-21		FY 21-22	
	Actual	Adopted	Collected (10/31/20)	Draft	
Subdivision Review		\$4,000	\$550	\$2,000	\$4,000
Soil Testing		\$4,000	\$5,175	\$5,000	\$4,000
Engineer Plan Review		\$12,000	\$1,500	\$8,000	\$12,000
New Septic Permits		\$12,000	\$250	\$5,000	\$12,000
Repair Evaluation		\$42,000	\$21,850	\$30,000	\$42,000
Septic Repair Permits		\$48,000	\$41,050	\$50,000	\$48,000
Well Permits		\$8,000	\$9,290	\$1,000	\$8,000
Food Permits		\$210,000	\$6,500	\$180,000	\$210,000
Food Plan Review		\$6,000	\$625	\$2,000	\$4,000
Public Pool Permits		\$10,500	\$1,525	\$10,500	\$10,500
Location Approval		\$16,000	\$8,560	\$14,000	\$16,000
Day Care Inspection		\$3,000	\$850	\$2,500	\$2,500
Salon Permit/Inspection		\$22,000	\$770	\$22,000	\$22,000
Miscellaneous		\$2,000	\$440	\$2,000	\$2,000
<b>Totals</b>	<b>\$398,120</b>	<b>\$399,500</b>	<b>\$98,935</b>	<b>\$334,000</b>	<b>\$397,000</b>

**Farmington Valley Health District  
FY 21-22  
Fund Balance**

Audited Fund Balance June 30, 2001	\$87,364
Audited Fund Balance June 30, 2002	\$75,857
Audited Fund Balance June 30, 2003	\$70,943
Audited Fund Balance June 30, 2004	\$92,685
Audited Fund Balance June 30, 2005	\$144,394
Audited Fund Balance June 30, 2006	\$196,656
Audited Fund Balance June 30, 2007	\$160,587
Audited Fund Balance June 30, 2008	\$109,919
Audited Fund Balance June 30, 2009	\$144,844
Audited Fund Balance June 30, 2010	\$239,608
Audited Fund Balance June 30, 2011	\$153,011
Audited Fund Balance June 30, 2012	\$126,898
Audited Fund Balance June 30, 2013	\$233,623
Audited Fund Balance June 30, 2014	\$377,373
Audited Fund Balance June 30, 2015	\$343,394
Audited Fund Balance June 30, 2016	\$388,265
Audited Fund Balance June 30, 2017	\$406,013
Audited Fund Balance June 30, 2018	\$452,099
Audited Fund Balance June 30, 2019	\$459,355
Anticipated Fund Balance June 30, 2020	\$444,980

**Farmington Valley Health District  
FY 21-22  
Non-Lapsing Capital Fund**

<i>Audited Capital Fund Balance June 30, 2015</i>	\$38,667
<i>Second Installment View Permit</i>	-\$12,167
<i>Audited Capital Fund Balance June 30, 2016</i>	\$26,500
<i>Audited Capital Fund Balance June 30, 2017</i>	\$26,500
<i>Audited Capital Fund Balance June 30, 2018</i>	\$26,500
<i>Third Installment View Permit 2019</i>	-\$19,666
<i>Audited Capital Fund Balance June 30, 2019</i>	\$6,834
Anticipated Capital Fund Balance June 30, 2020	\$6,834

**Farmington Valley Health District  
FY 21-22 Fee Schedule  
Applies to permits with July 1, 2021 effective date**

Category	Fee
Subdivision Review	\$150/Lot
Soil Testing	\$150/Lot
Engineer Plan Review	\$250/Lot
New Septic System Permit	\$250/Permit
Septic System Repair Evaluation	\$350/Site
Septic System Repair Permit-No leaching fields	\$200/Site
Septic System Repair Permit-Leaching fields	\$250/Site
Septic System Permit-Construction by Owner Occupant	\$500
Well Drilling Permit	\$150/Permit
Existing Well Evaluation/Development	\$60
Location Approvals	\$50/Application
Day Care Inspections	\$150/Inspection
Group Home Inspection/Infirmary	\$150/Inspection
Salon Permit	\$50/Permit
Barbering/Hair ONLY Salon Inspection	\$50/Inspection
Salon Inspection	\$100/Inspection
Public Swimming Pools	\$150/Permit
<b>Food Permits</b>	
Class I Annual Permit	\$175
Class II Annual Permits	\$300
Class III Annual Permits	\$450
Class IV Annual Permits	\$500
Retail	\$175
Retail Supermarket	\$700
Temporary Permit	\$50
Temporary Permit for Licensed Establishments	\$50
Permit Renewal Late Fee	\$100
Rating Improvement Reinspection Fee	\$200/Request
Food Service Training Attendance Fee	\$50

Food Service Plan Review Fee to be the same amount as the Annual Food Service Permit Fee for the Class of the proposed establishment.

Adopted: July 1, 1999  
Revised: January 9, 2001; January 21, 2003; May 13, 2003; February 8, 2005; June 6, 2006;  
February 6, 2007; April 8, 2008, March 6, 2012, March 21, 2013, February 4, 2014, February 3,  
2015, February 2, 2016, March 6, 2018, February 5, 2019



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 21/22 Budget Discussion and Adoption
2. **Date of Board Meeting:** March 8, 2021
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager; Amy Meriwether, Finance Director/Treasurer *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board is prepared to take action on the FY 21/22 budget this evening, you may do so. Budget motions will be provided at your meeting Monday evening following the Saturday budget workshop. Should the Board need additional time to discuss the budget, a special meeting should be scheduled later this week, preferably March 10<sup>th</sup> or 11<sup>th</sup>.
5. **Summary of Submission:**  
The Board is scheduled to continue its discussion on the FY 21/22 budget from their March 6<sup>th</sup> budget workshop. If needed, the Board can carry the discussion forward to a special meeting later this week. The Board of Selectmen approved budget will be presented to the Board of Finance on March 16<sup>th</sup>. The public hearing on the budget is scheduled for April 6, 2021.
6. **Financial Impact:**  
The Manager's proposed operating budget released on February 22<sup>nd</sup>. Since that time we have received updated information as follows:
  - Debt service was finalized and is an additional increase totaling \$1,077,892
  - The Board of Education health insurance line item has been reduced by \$200,000
  - The Board of Education bleacher capital project has been reduced from \$850,000 to \$600,000
  - The Meadowood capital project has been increased by \$228,000, with funding proposed from the General Fund and Capital Reserves (\$114,000 each fund)

Replacement pages for your budget book to reflect the above changes will be emailed to you and updates will be made online.

As a result of these changes the overall proposed budgets (town, schools, debt service, cash for capital) are \$105,600,357, or an increase of 3.09%. The most significant cost driver to the overall budget was debt service, with an increase of \$1,077,892 or 19.7%.



Due to these costs exceeding Board of Finance guidance, the Manager's proposed budget maintained existing services and had no new service initiatives.

However, the certified grand list reflects a 2.93% increase, resoundingly strong for the second consecutive year<sup>1</sup>. Grand list growth for the last two years has been the strongest outside of revaluation years over the last twenty years, far exceeding the median and average range of 0.79%-0.85%<sup>2</sup>. Over the last twenty years, the grand list has only exceeded 2% one other time in non-revaluation years, which was in 2005.

In order to fund the proposed budgets as revised and noted above, a mill rate of approximately 37.29 mills is needed, or a .20 mill increase<sup>3</sup>. This would equate to an annual tax increase of \$42 per year<sup>4</sup> for the median valued single family home.

The above numbers are subject to change based upon the outcome of budget workshop discussions and budget discussions held by the Board this evening.

**7. Description of Documents Included with Submission:**

- a) FY 2021/2022 Sample Budget Motions – *FORTHCOMING MONDAY EVENING*
- b) Budget Workshop Flagged Items – *FORTHCOMING MONDAY EVENING*

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<sup>1</sup> 2019 certified Grand List for FY 20/21 was 2.66%

<sup>2</sup> For non-revaluation years

<sup>3</sup> Previously projected at 37.26 mills, or a difference of 0.03 mills

<sup>4</sup> Previously projected at \$36/yr, or a difference of \$6/yr



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Gina Morgan from the Culture, Parks and Recreation Commission

2. **Date of Board Meeting:** March 8, 2021

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk

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

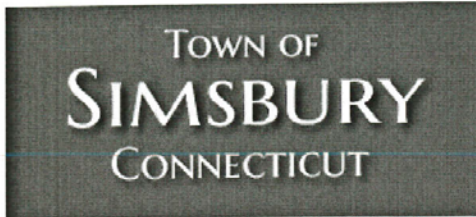
*Move, retroactive to February 28, 2021, to accept the resignation of Gina Morgan (D) as a regular member of the Culture, Parks & Recreation Commission.*

5. **Summary of Submission:**  
The Town Clerk has received the resignation of Gina Morgan (D) as a regular member of the Culture, Parks & Recreation Commission. Ms. Morgan's term was set to expire on January 1, 2024.

6. **Financial Impact:**  
None

7. **Description of Documents Included with Submission:**  
a) Gina Morgan's Resignation Letter, dated February 28, 2021

MAR 2 2021 PM 1:10  
ERICKA BUTLER, TOWN CL



Published on *Simsbury CT* (<https://www.simsbury-ct.gov>)

[Home](#) > [Government](#) > [Town Clerk](#) > [Resignation Submission Form](#) > [Webform results](#) > Resignation Submission Form

#### Submission information

Form: [Resignation Submission Form](#) [1]  
Submitted by Anonymous (not verified)  
February 28, 2021 - 11:46am  
2601:182:200:4270:3815:fbff:cb6d:1195

#### Type of Member

Regular

#### Name of Board/Commission

Parks and Recreation

#### Effective Date of Resignation

02/28/2021

#### Reason for Resignation

Family and work life balance

#### Any Additional Comments

Thank you for the opportunity to give back to my wonderful community. It has been a true pleasure to serve with the Board.

Source URL: <https://www.simsbury-ct.gov/node/98363/submission/21821>

#### Links

[1] <https://www.simsbury-ct.gov/town-clerk/webforms/resignation-submission-form>

## **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Mike Paine, Wendy Mackstutis, Jackie Battos, and Chris Peterson. Others included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Police Chief Nicholas Boulter; Finance Director Amy Meriwether; Culture, Parks and Recreation Director Tom Tyburski; Public Works Director Tom Roy; Town Engineer Jeff Shea; Social Service Director Kristen Formanek; Library Director Lisa Karim; and Management Specialist Tom Fitzgerald.

## **PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

## **PUBLIC AUDIENCE**

- email written comments to [ebutler@simsbury-ct.gov](mailto:ebutler@simsbury-ct.gov) by 12 P.M. on Monday, February 22, 2021, to be read into the record
- email [tfitzgerald@simsbury-ct.gov](mailto:tfitzgerald@simsbury-ct.gov) by 12:00 P.M. on Monday, February 22, 2021, to register to address the Board of Selectmen on ZOOM

Mr. Wellman read comments from Joan Coe who spoke about the February 8<sup>th</sup> meeting, S & P report, taxes, her pictures not being shown, Police investigations, COVID-19 protocols and other issues.

Mr. Wellman read comments from Chris Evans who spoke about his support for the intersection project at Notch Road and West Mountain Road. He agrees with the design and funding for this project for safety.

### **a) Town Manager’s Proposed FY 21/22 Budget**

Ms. Capriola provided an overview of the FY 21/22 Town Manager proposed budget, including budget objectives, expenditure trends, revenue trends, and capital. The total budget is \$105,407.881. Ms. Capriola said the grand list increased by 2.94%, which reflects continued development activity.

Ms. Capriola reviewed the expenditure trends, including the corrections made to the overcharging of the parks and recreation revenue fund.

Ms. Capriola reviewed her list of prioritized service restorations and service improvements, should the Board wish to consider them. She also went through Board of Selectmen initiatives and financial management.

Ms. Capriola reviewed both the capital improvement plan (CIP) as well as the capital and non-recurring (CNR) plan. She said that the CIP includes the Town and Board of Education projects but the CNR plan reflects just the Town projects.

Ms. Capriola went through the capital and debt services budget model.

Ms. Capriola said the impact of the proposed budget on taxpayers is an increase to the mill rate of 0.17 mills or an increase of \$36 per resident, for the year.

After some discussion, no motion was made on this presentation.

### **FIRST SELECTMAN’S REPORT**

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

### **TOWN MANAGER’S REPORT**

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

### **SELECTMEN ACTION**

#### **a) Tax Refund Requests**

Mr. Askham made a motion, effective February 22, 2021, to approve the presented tax refunds, in the amount of \$8,239.92, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Battos seconded the motion. All were in favor and the motion passed.

#### **b) Lighting Upgrade Loan Agreement**

Mr. Wellman said this lighting upgrade could save the Town more than \$40,000 per year. Ms. Capriola said there is a 2-3 year period to pay back the loan through the savings.

Ms. Mackstutis made a motion, effective February 22, 2021, to authorize Town Manager, Maria E. Capriola, to execute agreements with Eversource for each of the three lighting upgrade projects as presented. Mr. Askham seconded the motion. All were in favor and the motion passed.

#### **c) Proposed 2021 Simsbury Farms Golf Course Fee Schedule – Revised**

Mr. Tyburski said this issue was already discussed, however, his numbers were cut off his last presentation, which has now been corrected in this packet.

Mr. Peterson made a motion, effective February 22, 2021, to approve the 2021 fee schedule for the Simsbury Farms Golf Course as revised and presented. Ms. Battos seconded the motion. All were in favor and the motion passed.

#### **d) Renewal of Stoddard Dam/Reservoir Lease Agreement with Simsbury Fish and Game Club**

Ms. Capriola said this project consists of housekeeping updates and maintenance at Stoddard Dam/Reservoir and it is much improved. She noted that this Dam/Reservoir was built in 1903 and the last repairs were done in 1975. The last inspection was 2019, where it was noted that it was in fair condition. This is a placeholder project in the budget and it will be looked at again in the fall.

Mr. Askham made a motion, effective February 22, 2021, to authorize Town Manager, Maria E. Capriola, to execute the proposed leased agreement for use of the Stoddard Dam/Reservoir by the Simsbury Fish and Game Club, Inc. Ms. Battos seconded the motion. All were in favor and the motion passed.

## REVIEW OF MINUTES

### **a) February 8, 2021 Regular Meeting**

There were no changes to the Regular Meeting Minutes of February 8, 2021, and, therefore, the minutes were adopted.

### **b) February 8, 2021 Special Meeting**

There were no changes to the Special Meeting Minutes of February 8, 2021, and, therefore, the minutes were adopted.

## SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – no report at this time.
  - b) **Finance** – no report at this time.
  - c) **Welfare** – no report at this time.
  - d) **Public Safety** – Mr. Askham said Public Safety will do a table-top exercise on the response to a cyber breach.
  - e) **Board of Education** – Ms. Mackstutis noted that the Board of Education is meeting tomorrow night on their budget. They did adopt their 6 year capital plan on February 9, 2021.
- Mr. Paine said he delivered the Proclamation to Mrs. Schwartz and she really appreciated it.

## COMMUNICATIONS

- a) **MS4 Annual Report** – Mr. Askham noted that the work done by Public Works goes far beyond paving and plowing.
- b) **2019 – 2020 Comprehensive Annual Financial Report**
- c) **Memo from M. Capriola RE: Update from Staff on Senior Services Volunteer Driving Program, dated 2/18/21**

## ADJOURN

Mr. Askham made a motion to adjourn at 7:40 p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk

## **CALL TO ORDER**

The Special Meeting of the Board of Selectmen was called to order at 5:00p.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; board members Jackie Battos, Mike Paine, Wendy Mackstutis and Chris Peterson. Staff in attendance included Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Finance Director Amy Meriwether; Superintendent of Schools Matt Curtis; Assistant Superintendent for Administration Neil Sullivan; Director of Infrastructure & Technology Jason Casey. Also in attendance were Board of Education members Susan Salina and Jeff Tindall and Jeff Wyszynski from Tecton Architects.

## **PUBLIC AUDIENCE**

Mr. Wellman read a submitted comment from Joan Coe who spoke about her concerns with the proposed Meadowood Acquisition

## **OVERVIEW OF BUDGET**

### **a) Board of Education Capital and Debt Service**

Mr. Curtis started by thanking the Board of Selectmen for the opportunity to present and discuss the proposed Board of Education capital items for this upcoming budget. Mr. Sullivan gave a detailed overview of the proposed Latimer Lane School renovation project. The presentation included an overview of how the Board of Education and Tecton worked to get the present value of the renovation, and how the long range plan of the project accounts for repurposing the existing space dedicated to 6<sup>th</sup> grade students for preschool use once the 6<sup>th</sup> grade moves to the Middle School. Mr. Sullivan stated that during neighborhood discussions the Board of Education had, preschool was a key point they kept hearing.

Mr. Wyszynski stated that the project was presented as a renovate as new plan rather than build a new school due to the State providing more favorable reimbursement rates for renovate as new projects. The total cost of the project was anticipated to be \$36,792,406 with the cost to the Town being \$25,703,175.

Ms. Mackstutis asked about the line titled “Ineligibles” and what that means. Mr. Wyszynski clarified that those are costs that are not reimbursable. Board of Selectmen members expressed interest in a more detailed list of those costs to better understand what is included.

Mr. Sullivan explained that the Board of Education has a long range plan that includes renovations to multiple schools but they chose Latimer Lane as the first school to renovate because of the more urgent capacity issues. The renovation will account for projected enrollment and addresses not only the current needs for a school but also the future needs as well.

Mr. Askham asked if there is a way costs can be reduced. Mr. Wyszynski answered that cost savings could potentially be achieved as refinements are made during the grant application process.

Mr. Peterson made remarks about the project and his desire to see a concise, one page document made available to the public about what is in the project and what the project cost provides to the Town and students.

Ms. Meriwether reviewed a debt service model with the current draft capital plan. The model showed different potential debt limits, and depending on potential guidance from the Board of Finance, the future debt will

exceed the limit. Following discussion on the amortization schedule of the bonds, Ms. Meriwether clarified that the presented model assumed 10 year bonds for routine capital and 15 year bonds for the school projects. A small discussion ensued about comfort levels on different amortization schedules for bonding.

Mr. Curtis introduced the bleacher project and how the scope was reduced from the previous year’s project to find savings. Mr. Casey gave a detailed history on the project and how the project was originally presented last year with a cost of \$850,000 but this year they are asking for \$600,000 due mainly to reducing the capacity of the bleachers. Mr. Casey said a recent safety inspection indicated that the bleachers should be replaced soon. A discussion between the Board of Selectmen and Board of Education ensued about the level of priority for this project. Ms. Salina said it is a high priority due to safety issues and with how much use the bleachers get. There was a quick discussion on other items for the stadium in the 6 year capital plan.

Ms. Mackstutis requested additional detail on all Board of Education projects in the 6 year capital plan.

Mr. Casey reviewed the continuation of security improvements project for the district at an amount of \$250,000

Ms. Capriola mentioned that the Town should think about the length of bonds and consider generational equity. Ms. Capriola reiterated the need to continue to build up our cash capacity as it is an important way to reduce the need to take on debt for smaller valued items in the capital improvement plan.

**b) Other Discussion on Board of Education Fiscal 21/22 Budgets (if needed)**

No discussion needed.

**c) General Discussion on Manager’s Proposed Fiscal Budgets (if needed)**

Mr. Paine expressed an interest in the Board of Selectmen sending a letter of support for the proposed budget of the Farmington Valley Health District. Mr. Askham stated the Board should see the proposed budget before sending a letter.

**EXECUTIVE SESSION**

Mr. Askham made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(D) Purchase of Real Estate, at 6:13 p.m. and to include Attorney Robert DeCrescenzo, Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, Finance Director Amy Meriwether, Director of Planning Mike Glidden, Town Engineer Jeff Shea, and Director of Culture, Parks and Recreation Tom Tyburski. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to adjourn from executive session at 7:26 p.m. Mr. Paine seconded. All were in favor and the motion passed.

Mr. Askham mad a motion to adjourn the meeting at 7:26 p.m. Mr. Paine seconded. All were in favor and the meeting was adjourned.

Respectfully submitted,

Thomas Fitzgerald  
Management Specialist



# WATER WATCH

Connecticut

March 2021

## COVID-19 Payment Program Extended



Customers feeling a financial pinch from the pandemic now have until April 20, 2021, to enroll in a program to stretch out their water bill payments for up to 24 months. Residential and commercial customers alike are eligible. There are no income requirements or down payment, and no fees or interest will be charged from the start of the pandemic through the end of the plan you arrange with us. You'll also have peace of mind knowing that your service will not be shut off as long as you pay your current month's usage as well as keep up with your installment plan's payment schedule.

You may also be eligible for a one-time voucher of from \$50 to \$250 to use for paying your balance. To apply, download an application at [www.aquarionwater.com/assistance](http://www.aquarionwater.com/assistance) or [www.operationfuel.org](http://www.operationfuel.org). Just be sure to apply by April 20, 2021. To find out more about these programs, contact Aquarion's Customer Service Center at 1-800-732-9678, Monday through Friday, between 8:00 a.m. and 5:30 p.m.

## Preparing Your Irrigation System For Our Twice-Weekly Schedule

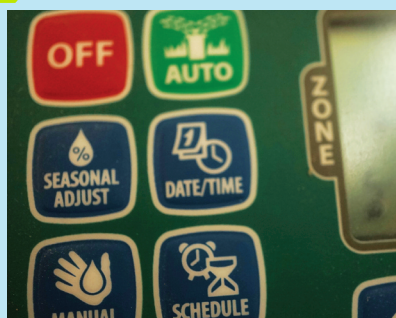
Automatic sprinkler systems have their good points, but can be difficult to set properly. And that can be a problem if you are trying to prepare your system for the spring.

You also might live in one of nine Connecticut towns this year where residents are required to reduce automatic sprinkler system and hose-end sprinkler usage to two days each week. Or, you may live elsewhere and want to follow our schedule to avoid the waste, unnecessary costs and damage to your landscape that over-watering can cause.

That's why right now is a great time to contact a state-licensed irrigation professional to ensure your system is programmed correctly and working at peak efficiency. By watering a maximum of two days each week, Aquarion customers have kept their lawns and gardens healthy while saving more than two billion gallons of water over the last three years.

For 2021, we're expanding our irrigation schedule to our Simsbury system which includes Simsbury, East Granby and Granby. Our irrigation schedule will also continue in the towns of Darien, Greenwich, New Canaan, Newtown, Stamford and Westport. Some customers may also qualify for one of our variance options. The irrigation schedule and variances are described in detail at [www.aquarionwater.com/watering](http://www.aquarionwater.com/watering).

So while there's time, call a licensed irrigation professional to prepare your system for our irrigation schedule.



## Get The Most From Springtime Showers

A great way to reduce water waste is by utilizing some of the thousands of gallons that fall each year on your roof for your garden. Aquarion offers customers high-quality, 60-gallon rain barrels that normally go for \$125 for only \$75. Just be sure to order yours by May 28. Get the details at [www.aquarionwater.com/rainbarrels](http://www.aquarionwater.com/rainbarrels).



## Did You Know?

The EPA's 13<sup>th</sup> annual Fix a Leak Week runs this year from March 15 to March 22, highlighting quick ways to reduce water waste throughout your home. To learn how, check out [www.epa.gov/watersense/fix-leak-week](http://www.epa.gov/watersense/fix-leak-week).

### Take the 10-Minute Leak Challenge!



## “Buy One, Get One” Free Ticket Deals

### Great Family-Focused Entertainment

Aquarion has arranged top deals for you at great attractions across Connecticut. Your choices include Stamford Museum and Nature Center, The Ridgefield Playhouse, Mystic Seaport Museum and Mystic Aquarium. Visit [www.aquarionwater.com/freetickets](http://www.aquarionwater.com/freetickets) for more information – and have fun!



Stamford Museum & Nature Center



Non-profit 501 (C)(3)



Call the box office at 203.438.5795 & use discount code: AQUARIONMOVIE



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Sus elecciones incluyen Stamford Museum and Nature Center, el Ridgefield Playhouse,



Mystic Seaport Museum y Mystic Aquarium. Visite [www.aquarionwater.com/freetickets](http://www.aquarionwater.com/freetickets) para más información – y divertirse!



Stamford Museum & Nature Center



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 MARCH 5	 MARCH 11	 MARCH 13	 MARCH 28
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Call the box office at 203.438.5795 & use discount code: AQUARIONMOVIE



## Programa de pago COVID-19 extendido



Los clientes que sienten un pellizco financiero de la pandemia ahora tienen hasta el 20 de abril de 2021 para inscribirse en un programa para extender sus pagos de facturas de agua por hasta 24 meses.

Los clientes residenciales y comerciales son elegibles por igual. No hay requisitos de ingresos ni pago inicial, y no se cobrarán cargos ni intereses desde el inicio de la pandemia hasta el final del plan arreglado con nosotros. También tendrá la tranquilidad de saber que su servicio no se apagará siempre y cuando pague el uso de su mes actual, así como mantenga al día

con el calendario de pagos de su plan.

Usted también puede ser elegible a un comprobante de una sola vez de \$50 a \$250 para utilizar para el pago de su balance. Para aplicar, descargue una aplicación en [www.aquarionwater.com/assistance](http://www.aquarionwater.com/assistance) or [www.operationfuel.org](http://www.operationfuel.org). Solo asegúrese de aplicar antes del 20 de abril de 2021. Para obtener más información sobre estos programas, póngase en contacto con el Centro de servicio al cliente de Aquarion al 1-800-732-9678, de lunes a viernes, entre 8:00 a. m. y 5:30 p. m.

## Preparación De Su Sistema De Riego Para Nuestro Programa Dos Veces Por Semana

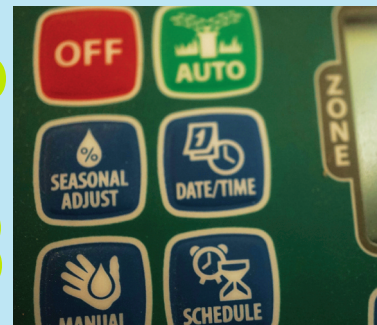
Los sistemas de riego automáticos tienen sus puntos buenos, pero pueden ser difíciles de configurar correctamente.

Y eso puede ser un problema si está tratando de preparar su sistema para la primavera. También es posible que viva en una de las nueve ciudades de Connecticut este año, donde los residentes deben reducir el uso del sistema de riego automáticos y el aspersor de extremo de manguera a dos días por semana. O, usted puede vivir en otro lugar y quiere seguir nuestro horario para evitar el desperdicio, costos innecesarios y daños a su paisaje que el exceso de riego puede causar.

Es por eso que este es un gran momento para ponerse en contacto con un profesional de riego con licencia estatal para asegurarse de que su sistema esté programado correctamente y funcione con la máxima eficiencia. Regando un máximo de dos días a la semana, los clientes de Aquarion han mantenido sus céspedes y jardines saludable mientras salvaron más de dos mil millones de galones de agua en los últimos tres años.

Para 2021, estamos ampliando nuestro programa de riego a nuestro sistema Simsbury, que incluye Simsbury, East Granby y Granby. Nuestro horario de riego también continuará en los pueblos de Darien, Greenwich, New Canaan, Newtown, Stamford y Westport. Algunos clientes también pueden calificar para una de nuestras opciones de varianza. El programa de riego y las variaciones se describen en detalle en [www.aquarionwater.com/watering](http://www.aquarionwater.com/watering).

Así que mientras haya tiempo, llame a un profesional de riego con licencia para preparar su sistema para nuestro programa de riego.



## Aproveche Al Máximo Las Duchas De Primavera

Una gran manera de reducir el desperdicio de agua es utilizando algunos de los

miles de galones que caen cada año en su techo para su jardín.

Aquarion ofrece a los clientes barriles de lluvia de alta calidad de 60 galones que normalmente

cuestan \$125 por solo \$75. Solo asegúrese de ordenar el suyo antes del 28 de Mayo. Obtenga los detalles en [www.aquarionwater.com/rainbarrels](http://www.aquarionwater.com/rainbarrels).



## ¿Lo Sabías?

La 13a edición anual de la EPA sobre reparaciones de fugas se ejecuta este año del 15 al 22 de marzo, destacando formas rápidas de reducir el desperdicio de agua en su hogar. Para saber cómo, echa un vistazo [www.epa.gov/watersense/fix-leak-week](http://www.epa.gov/watersense/fix-leak-week).

### Take the 10-Minute Leak Challenge!

**You could save...**

- 10 thousand gallons of water per year
- 10 percent on water and sewer bills
- 10 months of water to wash laundry

March 15-21, 2021  
Fix a Leak Week  
WaterSense



200 CORPORATE PLACE Suite 202 • Rocky Hill • CONNECTICUT • 06067 • TELEPHONE (860) 757-7700  
FAX (860) 757-7740

February 26, 2021

Ms. Maria Capriola  
Town Manager, Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06071-0308

Re: MIRA Fiscal Year 2022 Tipping Fees

Dear Ms. Capriola:

This letter is to provide our Connecticut Solid Waste System (CSWS) customer towns with the tipping fees established for Fiscal Year 2022 (FY2022) together with important information concerning the status of the CSWS and future plans.

On February 24, 2021, the Materials Innovation and Recycling Authority (MIRA) Board of Directors approved the FY2022 tip fees for the CSWS, which include a \$14.00 per ton increase over the FY 2021 adopted MSW tipping fees for all tiers under the Municipal Service Agreements (MSAs).

This increase was necessary to ensure continued reliable service to our participating towns and is most directly attributed to expiration and required renewal of historically favorable recycling contracts.

In FY 2022 MIRA is continuing the practice of accepting and processing residential recyclables from its Tier 1 participating communities at a \$0/ton tipping fee. However, the costs of recycling processing will increase substantially in FY2022. The present market for recyclable commodities, the trend for these prices, and the recent expiration and competitive replacement of the contract for operation of MIRA's Murphy Road recycling facility combine to represent a significant component of the MSW tipping fee.

Additionally the tipping fee charged to all participating municipalities is the same regardless of whether MSW is delivered direct to the Hartford trash-to-renewable energy facility, or to the Torrington, Essex and Watertown transfer stations. The transfer costs, as well as the costs of processing, marketing and sale of recycling commodities are included in the MSW tipping fee. The tipping fees effective July 1, 2021 through June 30, 2022 (FY2022) for each MSA tier are shown below.

WASTE STREAM	7/1/2021 – 6/30/2022 Tipping Fee
Tier 1 Short-Term (per ton) MSW	\$107.00
Tier 1 Long-Term (per ton) MSW	\$105.00
Tier 2 (per ton) MSW	\$109.00
Bulky Waste (per ton)	\$120.00
Mattress/Box Springs Surcharge (per unit)	\$30.00
Residential Recycling; Single or Dual Stream (per ton)	\$0.00

The town of Simsbury is a Tier I Long-Term customer.

The full MIRA FY2022 budget is available for viewing at <http://www.ctmira.org/records-reports/budget/>

The MSAs also require an annual calculation of the Opt-Out Disposal Fee. This calculation establishes the tipping fee, which if exceeded, permits our Tier 1 Long-Term and Tier 1 Short-Term customer towns to unilaterally exit the MSA. For FY 2022 the Opt-Out Disposal Fee calculates to \$68.09 for Tier 1 Long-Term Municipalities and \$71.08 for Tier 1 Short-Term Municipalities.

The Board resolution adopting the FY 2022 tipping fee provides for MIRA to initiate planning for the decommissioning of the South Meadows Trash to energy facility and develop transfer capability for moving MIRA customer waste to alternative disposal. The decommissioning of the trash-to-renewable energy facility in South Meadows and the lack of available disposal capacity both in Connecticut and Greater New England will result in thousands of tons of waste being transported west and south to qualified disposal facilities. MIRA is committed to insure CSWS Towns continue to have firm reliable disposal capacity at a competitive net cost of operation price.

For your information, please know that because the town of Simsbury has a MSA with MIRA, private waste hauling companies serving commercial and residential subscription accounts in Simsbury are required to deliver Town MSW to MIRA and will also enjoy MSW disposal services at the municipal rate.

Finally, MIRA invites you to a meeting of the MIRA customer towns, scheduled for March 16 at 10:00 (via Zoom). We look forward to hearing from our towns and reviewing MIRA's future plans for disposal and recycling.

Thank you for your patronage of MIRA. We appreciate the opportunity to serve the residents and businesses of Simsbury.

Please don't hesitate to contact me or any of the MIRA Directors (Directors contact information is attached) if we can be of any assistance.

Very truly yours,



Thomas D. Kirk  
President and CEO  
[TKirk@ctmira.org](mailto:TKirk@ctmira.org)  
860-757-7700

### MIRA Board of Directors

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