

# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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## SIMSBURY BOARD OF SELECTMEN

Regular Meeting – July 12, 2021 – 6:00 p.m.

Program Room, Simsbury Public Library, 725 Hopmeadow Street, Simsbury

### PLEDGE OF ALLEGIANCE

### PUBLIC HEARING

- a) Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectman References to Town Manager When Appropriate Due to Change in Form of Government
- Email [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00 PM on Monday July 12, 2021 to register to address the Board of Selectmen live through Zoom; or
  - Citizens can participate live in-person
  - Written comments can be emailed to [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00 PM on Monday July 12, 2021

### PUBLIC AUDIENCE

- Email [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00 PM on Monday, July 12, 2021 to register to address the Board of Selectmen live through Zoom; or
- Citizens can participate live in-person
- Written comments will not be read into the record, but forwarded to all Selectmen via email

### FIRST SELECTMAN'S REPORT

### TOWN MANAGER'S REPORT

### SELECTMEN ACTION

- a) Dial-A-Ride Vehicle Grant
- b) Proposed Public Gathering Permit – Simsbury Parks and Recreation – Republican Caucus at the Flower Bridge
- c) Revisions to Construction Inspector Job Description
- d) Simsbury Public Schools Lighting Upgrade Loan Agreements
- e) Proposed Memorandum of Understanding with Simsbury Volunteer Ambulance Association for Reimbursement of Radio System Equipment
- f) FY 21/22 Non-Union Compensation
- g) Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectman References to Town Manager When Appropriate Due to Change in Form of Government
- h) Proposed Town Manager Goals July 1, 2021 – June 30, 2022

### REVIEW OF MINUTES

- a) Regular Meeting of June 28, 2021

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

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

**COMMUNICATIONS**

- a) Memo from M. Appleby, Re: Update on Remote Meetings, dated July 7, 2021
- b) Memo from state Office of Policy and Management, Re: SB 1201 – AN ACT CONCERNING RESPONSIBLE AND EQUITABLE REGULATION OF ADULT-USE CANNABIS, MUNICIPAL AUTHORITY - IMPACT OVERVIEW, dated July 1, 2021

**EXECUTIVE SESSION**

- a) Pursuant to General Statutes Section 1-200(6)(E): Document exempt from disclosure under the attorney-client privilege, re: Release of Restrictive Covenant – Powder Forest Homes

**ADJOURN**




# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Hearing – Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectman References to Town Manager When Appropriate Due to Change in Form of Government
2. **Date of Board Meeting:** July 12, 2021
3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager 
4. **Action Requested of the Board of Selectmen:**  
No action is needed during the public hearing, other than to close the hearing. The Board may opt to take action on approving the proposed omnibus amendment later in the evening (item on the agenda under Selectmen action).
5. **Summary of Submission:**  
At your June 28, 2021 meeting, the Board of Selectmen scheduled a public hearing to receive public comment on the proposed conforming omnibus amendment to the Code of Ordinances to change the First Selectman References to Town Manager in Sections 11-2, 11-3, 11-5, 13-12(A), 21-3, 21-4(A), 21-5, 48-4(A), 48-4(B), 48-5, 48-7, 52-4, 63-2(A), 75-1, 100-5(A), 106-3(A), 120-8(B), 123-3, and 133-7 and to repeal Chapters 23 and 26 to conform them to the Town Charter. A public hearing is required when changes to ordinances are proposed.  
  
The public hearing notice is attached.
6. **Financial Impact:**  
None.
7. **Description of Documents Included with Submission:**
  - a) Public Hearing Notice
  - a) Proposed Amendments to the Code of Ordinances

**TOWN OF SIMSBURY  
PUBLIC HEARING NOTICE**

**Public Hearing Date: Monday, July 12, 2021 at 6:00 p.m.**

Notice is hereby given pursuant to Section 404 of the Charter of the Town of Simsbury that the Board of Selectmen will hold a public hearing on Monday, July 12, 2021 at 6:00 p.m. to receive public comment concerning a proposed conforming omnibus amendment to the Simsbury Code of Ordinances to change the First Selectman references to Town Manager in Sections 11-2, 11-3, 11-5, 13-12(A), 21-3, 21-4(A), 21-5, 48-4(A), 48-4(B), 48-5, 48-7, 52-4, 63-2(A), 75-1, 100-5(A), 106-3(A), 120-8(B), 123-3, and 133-7 and to repeal Chapters 23 and 26 to conform them to the Town Charter. Copies of the proposed amendments can be found on the Town of Simsbury's website, [www.simsbury-ct.gov](http://www.simsbury-ct.gov) on the Board of Selectmen's page. Hard copies are available at the Town Clerk's Office, 933 Hopmeadow Street, Simsbury, CT. Members of the public may address the Board of Selectmen live in-person, or they may email [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00pm on July 12, 2021 to register to address the Board of Selectmen live through Zoom. Alternatively, members of the public may email statements to [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00 p.m. on July 12, 2021 to have their comments read into the record at the hearing.

**TOWN OF SIMSBURY**

**BOARD OF SELECTMEN**

**AMENDMENTS TO VARIOUS SECTIONS OF THE CODE OF ORDINANCES  
TO CONFORM THE CODE TO THE SIMSBURY TOWN CHARTER**

**WHEREAS**, in December 2017, the Town of Simsbury adopted a revised Charter which changed the Town's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen; and

**WHEREAS**, as a result of the Charter change, the chief executive officer of the Town changed from the First Selectman to the Town Manager; and

**WHEREAS**, since the effective date of the 2017 Charter, the authority granted to the Town Manager as the chief executive officer by the various sections of the Charter requires an amendment to the corresponding sections of the Code of Ordinances to vest that authority in the Town Manager; and,

**WHEREAS**, the 2017 Charter eliminates the Health and Welfare and Human Relations Commissions; and

**WHEREAS**, the elimination of the two Commissions within the Charter requires the repeal of the ordinances related to those Commissions.

**NOW, THEREFORE, BE IT RESOLVED**, that the following Sections of the Code of Ordinances are hereby amended as indicated (deletions are indicated by strike-through, insertions are indicated in brackets):

**A. CHAPTER 11, LOCAL EMERGENCIES**

**11-2 Declaration of Local Disaster or Emergency**

The ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, acting pursuant to Connecticut General Statutes Section 28-8a, is authorized to declare a local disaster or emergency when there exists within the Town of Simsbury conditions constituting a major disaster or emergency, as those terms are defined by Connecticut General Statutes Section 28-1.

### **11-3 Effect of Declaration**

Upon the issuance of such declaration, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, shall exercise all the powers and authority granted to the municipality and/or its chief executive officer under Connecticut General Statutes Chapter 517, as amended.

### **11-5 Activation of Emergency Operation Center**

Upon the declaration of disaster or emergency, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, is authorized to activate the Emergency Operations Center, open one or more emergency shelters, designate evacuation routes and take such action as is necessary to protect public health and safety.

## **B. CHAPTER 13, CODE OF ETHICS**

### **13-12(A) Acknowledgment Form**

Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the ~~First Selectman~~ [Town Manager], indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1003 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.

### **Attachment 2 Board of Ethics Guidelines for Gifts and Favors**

...offered the same benefit; AND (b) the event is approved in advance by the ~~First Selectman~~ [Town Manager] in the case of Town officials and employees, or the Superintendent of ... of Board of Education officials and employees. Any such approvals by the First ...

## **C. CHAPTER 21, FUNDS**

### **21-3 Open Space Committee**

For purposes of this chapter ~~there may be established pursuant to Section 403 of the Town Charter~~ an [The] Open Space Committee [as established in section 615] (hereinafter referred to as "Committee") to assist the Board of Selectmen in administering the fund. If so established by appropriate resolution, the Committee shall consist of the First Selectman, Chairman of the Planning Commission, Chairman of the Conservation Commission, Chairman of the Zoning

Commission, or their designees, and one other member to be appointed by the Board of Selectmen. The Committee shall establish rules of procedure for the conduct of its business.

**21-4(A) Selection of Criteria for Land to be Considered for Acquisition and Preservation**

The types of undeveloped or underdeveloped land, or development rights with respect to such land, to be considered by the Board of Selectmen for acquisition wholly or partially with moneys from the fund must be land or development rights the ownership of which would be consistent with the general purposes of this chapter. The Committee shall work with town staff and the Board of Selectmen to identify land or development rights for the purposes of this chapter. If requested by the ~~First Selectman~~ [Town Manager], the Committee may solicit potential sellers and may negotiate transactions to be recommended to the Board of Selectmen for approval for acquisition.

**21-5 Approval; Administrative**

Determination that a particular parcel of land or development rights thereto is to be acquired with moneys in the fund shall be made solely by the Board of Selectmen after recommendation from the Committee ~~and by the Town Meeting if required by Section 503(h) of the Town Charter.~~ Referral to the Simsbury Planning Commission shall be made pursuant to Connecticut General Statutes, § 8-24. The fund shall be administered by the ~~First Selectman~~ [Town Manager] and appropriations made from the fund by the Board of Finance as directed by the Board of Selectmen in accordance with the provisions of this chapter and the Town Charter.

**REPEAL OF CHAPTER 23, HEALTH AND WELFARE COMMISSION**

Delete in its entirety:

**~~Section 23-1 Creation~~**

~~Pursuant to the General Statutes of Connecticut, Chapters 98 and 99, Sections 7-148 through 7-201, and the Charter of the Town of Simsbury, Chapter VII, Section 708, there is hereby created a Health and Welfare Commission in the Town of Simsbury with full powers and authority as set forth in said statutes.~~

**~~Section 23-2 Membership; Appointment and Term; Compensation~~**

~~The Health and Welfare Commission shall consist of nine electors of the town. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of four years, except that of those first appointed four shall be appointed for a two-year term and the remainder for the full four-year term. Biennially thereafter, the Selectmen shall appoint in the manner provided herein either four or five members to this Commission. The members shall serve without compensation.~~

**~~Section 23-3 Officers; Rules and Regulations~~**

~~Members of the Commission shall elect a Chairperson, Vice Chairperson and a Clerk for a period of one year. The Commission shall have the power to adopt rules and regulations for its~~

government, and the conduct of business within its jurisdiction, which shall be established within six months of the date this chapter becomes effective.

**~~Section 23-4 Powers and duties.~~**

~~The Commission shall be responsible for investigating the health, mental health and welfare needs of the citizens of the town and shall assist public and private agencies in the implementation of programs and facilities in the areas of health, mental health and welfare. The Commission shall have such other powers and duties not inconsistent with the Charter as may be prescribed by the Board of Selectmen.~~

**REPEAL OF CHAPTER 26, HUMAN RELATIONS COMMISSION**

Delete in its entirety:

**~~Section 26-1 Creation~~**

~~Pursuant to the Charter of the Town of Simsbury, Chapter VII, Section 709, there is hereby created a Human Relations Commission in the Town of Simsbury with full powers and authority as set forth in said statutes.~~

**~~Section 26-2 Membership; Appointment and Term~~**

~~The Human Relations Commission shall consist of three members. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of two years. Biennially thereafter, the Selectmen shall appoint three members to this Commission.~~

**~~Section 26-3 Powers and Duties~~**

~~The Commission shall be responsible for advising and assisting in the elimination of all discrimination against any individual or individuals because of race, color, religious creed, disability, national origin or ancestry. In pursuing these goals, the Commission shall have the duty to foster mutual understanding and respect, to encourage equality of treatment, to develop a community wide program of education, to investigate and mediate complaints and seek compliance with federal, state and other governmental laws and regulations and to assist public and private agencies in the implementation of these goals and programs upon the request of such agencies or any person or persons. The Commission shall have such other powers and duties not inconsistent with the Charter as may be prescribed by the Board of Selectmen.~~

**F. CHAPTER 48, PERSONNEL**

**48-4(A) and (B) Position Descriptions**



(A) The ~~First Selectman~~ [Town Manager] shall prepare or cause to be prepared initial position descriptions for all existing positions and present them to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975[ of each year following the municipal election].

(B) The ~~First Selectman~~ [Town Manager] shall prepare or cause to be prepared new or revised position descriptions from time to time as appropriate and submit them to the Board of Selectmen for approval. No new permanent full-time employees will become employed by the town until a position description has been prepared, recommended by the ~~First Selectman~~ [Town Manager] and approved by the Board of Selectmen, except when unusual circumstances require a temporary departure from this standard.

#### **48-5 Compensation Plan and Personnel Guidelines**

The ~~First Selectman~~ [Town Manager] shall also prepare or cause to be prepared the compensation plan and personnel guidelines and rules referred to in §48-3 above. They shall be referred to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975.

#### **48-7 Personnel and Collective Bargaining Committee**

The ~~First Selectman~~ [Town Manager] and the Board of Selectmen shall be assisted by the Personnel and Collective Bargaining Committee of the Board of Selectmen in fulfilling their obligations as outlined above. All newly created positions will be referred to this Committee prior to action by the full Board. This Committee will also be advised of plans to hire or promote employees at department head level so that assistance can be provided in screening candidates and so that the Committee will be able to recommend action to the full Board when appropriate.

### **G. CHAPTER 52, POLICE COMMISSION**

#### **52-4 Powers and Duties**

##### **B.**

Specifically, the Police Commission shall also have the following specific powers and duties:

##### **(3)**

Personnel matters. The Police Commission shall be responsible for personnel matters within the Police Department, including but not limited to the appointment and removal, after receiving and considering comments from the Chief of Police and subject to such rules and regulations concerning town employees as may be adopted by the Board of Selectmen pursuant to the provisions of Chapter X of the Charter, of all other officers and employees of the Police Department. Said powers of appointment and removal shall include the appointment and removal of an Animal Control Officer, whose appointment shall be subject to the approval of the ~~First Selectman~~ [Town Manager] and whose powers and duties shall be as provided in Chapter 435 of the Connecticut General Statutes, as amended.

## **H. CHAPTER 63, ALCOHOLIC BEVERAGES**

### **63-2(A) Possession or Consumption in Town Buildings Limited; Permit Required**

Exception to prohibition; permit required. Notwithstanding the provisions of this §63-2, any person may possess and consume alcoholic liquor in Town-owned buildings, excluding buildings operated by the Board of Education, if a written permit so authorizing said possession and consumption has been obtained from the office of the ~~First Selectman~~ [Town Manager] for a specific event on a specific date or dates. Such a permit may be issued by the ~~First Selectman~~ [Town Manager] upon receipt of a completed application on a form approved by the Board of Selectmen and upon a determination by the Board of Selectmen that the issuance of the permit will not be detrimental to the public safety, health or welfare or result in a violation of any other ordinance of the Town, or state or federal law.

## **I. CHAPTER 75, OPEN BURNING**

### **75-1 SUBSECTION 4 Open Burning Official**

Any person appointed by the ~~First Selectman~~ [Town Manager] and certified by the Commissioner.

## **J. CHAPTER 100, GIFT POLICY**

### **100-5(A) Administrative Procedures**

Before a donor offers a gift of personal property to the town which does not exceed \$1,500 in value, the donor shall discuss the proposed gift with the Director of Finance if the gift is to be directed to a specific program or department or with the ~~First Selectman~~ [Town Manager] if the proposed gift is intended for system-wide use by the town. The Director of Finance may accept any such gift not in excess of \$1,500 in value if he determines that acceptance of the gift is consistent with the goals of the town.

## **K. CHAPTER 106, LITTERING**

### **106-3(A) Notice to Remove Litter, Failure Comply; Assessment of Costs and Expense**

The ~~First Selectman~~ [Town Manager] or his authorized representative is hereby authorized and empowered to notify the owner of any private property within the town or the agent of such owner to dispose of litter located on such owner's property which is unsightly or dangerous to public health, safety or welfare. Said notice shall be by registered or certified mail, return receipt requested, addressed to such owner at the address shown on the last completed grand list or to his agent at his last known address.

## **L. CHAPTER 120, PEDDLERS AND HAWKERS**

### **120-8(B) Suspension and Revocation of Licenses**

Notice of any suspension shall be in writing and shall be issued by the Town Clerk, who shall state therein the reasons for the suspension and shall further give notice of the date and time of the revocation hearing scheduled before the ~~First Selectman~~ [Town Manager]. A notice of hearing for revocation of license shall set forth specifically the ground(s) of the complaint. The Town Clerk shall mail the suspension and revocation hearing notice by certified mail to the last known address of the license holder at least seven days before said scheduled revocation hearing.

**M. CHAPTER 123, BLIGHTED AND UNSAFE PREMISES**

**123-3 Subsection 2 Blight Prevention Officer**

Such individual as is designated by the ~~First Selectman~~ [Town Manager] to act as the Blight Prevention Officer.

**123-3 SUBSECTION 4 Building Citation Office**

Any individual(s) appointed by the ~~First Selectman~~ [Town Manager] to conduct hearings authorized by the Simsbury Code of Ordinances.

**N. CHAPTER 133, SOLID WASTE**

**133-7(c) Revocation or Suspension of License or Registration**

Request for review; filing; effect of failure to file. If a collector objects to the Director's action described in Subsection B above to revoke or suspend such collector's license or registration, he may, within the five calendar days of issuance of said notice, file a written request for review with the ~~First Selectman~~ [Town Manager] at which review the collector may present evidence to attempt to demonstrate that he has not violated this article or that the penalty for the violation should be mitigated for good cause. Failure to file such timely request for review shall make the Director's action final and binding upon such collector.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Dial-A-Ride Vehicle Grant
2. **Date of Board Meeting:** July 12, 2021
3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager; Kristen Formanek, Director of Community & Social Services

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the submission of the ConnDot 2021 Traditional Section 5310 Capital grant application, the following motion is in order:

*Move, effective July 12, 2021, to approve the submission of the ConnDot 2021 Traditional Section 5310 Capital grant application.*

Should the grant be awarded, the additional following motion is in order:

*Further, move to accept the ConnDot 5310 grant award and authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award.*

5. **Summary of Submission:**  
The ConnDot 5310 capital grant provides partial funding for the purchase of a new Dial-A-Ride vehicle. The Town owns two Dial-A-Ride vehicles, and the oldest is a 2016 that has exceeded its useful life as defined in the ConnDot vehicle life policy (five years and/or 150,000 miles).

The proposed grant would provide funding for 80% of the cost of the Dial-A-Ride vehicle, with a local match of 20%.

6. **Financial Impact:**  
The total cost to replace this vehicle is \$64,000. This item is included in the approved CNR plan for FY2022; \$51,200 (80%) will be covered by the grant, and \$12,800 (20%) will be funded by the Dial-A-Ride pass collection fund. There is no impact to the general fund.
7. **Description of Documents Included with Submission:**
  - a) Grant Application and Attachments

SECTION I. APPLICANT INFORMATION

Legal Name of Organization: <b>Town of Simsbury, Department of Community and Social Services</b>	
Address: <b>754 Hopmeadow Street</b>	
City/Town: <b>Simsbury</b>	Zip code: <b>06070</b>

Website: <b>simsbury-ct.gov</b>
Phone Number: <b>860-658-3283</b>

Application Contact Name: <b>Kristen Formanek</b>
Application Contact Title: <b>Director of Community and Social Services</b>
Application Contact Email Address: <b>kformanek@simsbury-ct.gov</b>

Authorized Official Name: <b>Maria Capriola</b>
Authorized Official Title: <b>Town Manager</b>
Authorized Official Email Address: <b>mcapriola@simsbury-ct.gov</b>

Agency/Organization Type: <input type="checkbox"/> Private Nonprofit Organization <sup>1</sup> <input checked="" type="checkbox"/> State or Local Governmental Entity
--

What is your organization's mission and purpose? (Limited to 400 Characters): <b>The Social Services Department provides assistance for residents with social, emotional, and economic needs of every kind. Our services help residents achieve self-sufficiency, maintain economic well-being, and adjust to difficult circumstances and events in their lives.</b>
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What are the transportation services your organization provides? (Limited to 400 Characters): <b>Our organization provides vital transportation to our seniors and adults with disabilities. We provide transportation to medical appointments both in and outside of town, transportation for banking and grocery shopping, hairdresser, and also Jump on Board trips with the Senior Center.</b>
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What is the current number of drivers in your organization with (only) a Public Passenger Endorsement (PPE)?: <b>2</b>
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What is the current number of drivers in your organization with a Commercial Driver's License (CDL)?: <b>0</b>
---

What is the current number of vehicles in your organization's fleet?:
---

<sup>1</sup> **Additional Requirement**  
If your organization is a Private Nonprofit Organization, include a copy of your *Articles of Incorporation* with this application, even if your organization has previously received Section 5310 grant funding.

2

SECTION II. PROJECT PROPOSAL

1. Why is your organization requesting funding for a vehicle? Select one.

- To continue to provide existing service by replacing a vehicle in the current fleet
- To expand on existing service
- To start a new service

If your organization is requesting funding to continue to provide existing service, indicate the following information for the vehicle proposed for replacement.

Year	Make	Model	VIN Number	Mileage	License Plate
2016	Chevy	Express	1GB3GSBG8G11179718	123,641	AB30691

Does your organization have the title to the vehicle proposed for replacement?  Yes  No

Does your organization wish to replace a vehicle that has not met its useful life but requires excessive maintenance?  Yes  No

If yes, explain below any major component problems of the vehicle proposed for replacement, including but not limited to repeated engine replacement, excessive repairs during the warranty period due to a design flaw or repair costs that amount to more than the vehicle replacement cost.<sup>2</sup>

2. How would your organization manage access to the transportation services it provides? Select all limits that apply and explain below.

To qualify to use your organization's transportation services:

- Passengers must travel to/from a select list of destinations or origins
- Passengers must have a qualifying trip purpose (i.e., medical)
- Passengers must be members of the organization
- Passengers are asked to make a donation
- Passengers must reside in certain municipalities

**Explanation: Transportation services are available to seniors and individuals with disabilities who reside in Simsbury; including Simsbury, West Simsbury, Tariffville, and Weatogue. Transportation passes can be purchased for \$25/yr for an individual, \$35/yr for a couple. We limit transportation to within town lines, but do provide a weekly trip to Granby, Avon, and Canton. In addition, we travel to Bloomfield, West Hartford, Hartford, Farmington, and the Newington VA for medical appointments.**

<sup>2</sup> Additional Requirement

Attach copies of repair bills and correspondence with the vendor and/or original equipment manufacturer for a vehicle proposed for replacement that has not met its useful life and requires excessive maintenance.

**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

3. Identify the type of vehicle your organization is interested in obtaining. This should be consistent with the vehicle type indicated in the budget page.

	Vehicle Type								
	Conf. A	Conf. B	Conf. C	Conf. D	Conf. E	Conf. F	Conf. F-a	Conf. G	Conf. H
Example	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Describe how your organization would use the vehicle to serve seniors and/or individuals with disabilities.

**We will provide vital transportation services to our seniors and adults with disabilities. We provide transportation to medical appointments both in and outside of town, transportation for banking and grocery shopping, hairdresser, and also Jump on Board trips with the Senior Center. We also provide transportation to the Senior Center so that individuals can access services, participate in programming and congregate meals, and engage in socialization and fitness opportunities.**

5. What is your organization’s proposed service area? List all of the municipalities the requested vehicle would regularly travel to and indicate the primary service location(s).

Municipality 1: <b>Simsbury - primary</b>	Municipality 6: <b>West Hartford - medical</b>
Municipality 2: <b>Avon</b>	Municipality 7: <b>Farmington - medical</b>
Municipality 3: <b>Granby</b>	Municipality 8: <b>Hartford - medical</b>
Municipality 4: <b>Canton</b>	Municipality 9: <b>Newington VA Hospital</b>
Municipality 5: <b>Bloomfield - medical</b>	Municipality 10:
Additional municipalities:	

6. Specify the hours of operation and expected number of one-way trips **per day** for the requested vehicle.

	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday			
Monday	<b>8:30</b>	<b>4:00</b>	<b>30</b>
Tuesday	<b>8:30</b>	<b>4:00</b>	<b>30</b>
Wednesday	<b>8:30</b>	<b>4:00</b>	<b>30</b>
Thursday	<b>8:30</b>	<b>4:00</b>	<b>30</b>
Friday	<b>8:30</b>	<b>4:00</b>	<b>30</b>
Saturday			

7. What gap identified in the Locally Coordinated Public Transit Human Service Transportation Plan (LOCHSTP) does your organization’s proposal address? Select all that apply.

<p><b>Information &amp; Awareness Gaps</b></p> <p><input checked="" type="checkbox"/> Inter-regional coordination</p> <p><input type="checkbox"/> Informational awareness &amp; service marketing</p> <p><input type="checkbox"/> Centralized information resource</p> <p><input type="checkbox"/> Passenger training</p>	<p><b>Geographical Gaps</b></p> <p><input checked="" type="checkbox"/> Service to/from rural areas</p> <p><input type="checkbox"/> Inter/Intra-regional transportation</p> <p><b>Client Gaps</b></p> <p><input type="checkbox"/> Non-ADA eligible service</p>
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**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

<p><b>Temporal Gaps</b></p> <p><input type="checkbox"/> Weekday off-peak service</p> <p><input type="checkbox"/> Weekend service</p> <p><input type="checkbox"/> Holiday service</p> <p><input type="checkbox"/> Urgent Non-Emergency Medical Transportation (NEMT)</p> <p><input type="checkbox"/> Same-day service</p>	<p><input checked="" type="checkbox"/> Door-to-Door service</p> <p><input type="checkbox"/> Door-through-Door service</p> <p><b>Service Quality Gaps</b></p> <p><input checked="" type="checkbox"/> Accessible vehicle (non-taxi)</p> <p><input type="checkbox"/> <b>Other (specify):</b></p>
--	---

8. CTDOT has recently begun an update to the LOCHSTP plan, to identify existing gaps in transportation for seniors, people with disabilities and persons earning low-income, and devise strategies to address those gaps and improve coordination of services. Would your organization be interested in participating in the process or receiving information about it?

Yes       No

If yes, *and* your organization has not already received LOCHSTP outreach from CTDOT, a regional Mobility Manager or the local Regional Council of Governments, indicate your organization’s designated contact information below and the Section 5310 team will relay your organization’s interest to the appropriate CTDOT contact.

Name	Title	Email Address	Phone Number
Kristen Formanek	Director of Community and Social Services	kformanek@simsbury-ct.gov	860-658-3283

9. How are the current transportation services in your organization’s proposed service area insufficient in serving the needs of seniors and individuals with disabilities? Select all that apply.

- Other services in the proposed service area do not have accessible transportation or vehicles
- Other services require a fee
- Other services have more restrictive operating hours or days
- Other services have more restrictions on trip purpose
- Other services don’t provide transportation to the necessary trip destinations or origins
- Other services have a more limited geographic service area
- Other services require transfers or additional connections to access trip destinations
- Other services can only be accessed by overcoming physical barriers, such as inaccessible bus stops or sidewalks
- No other services exist for seniors and/or people with disabilities in the proposed service area
- Miscellaneous (specify): **We are not on a fixed bus route, public transportation is very limited, ability to access ADA Paratransit is also limited due to limited bus route**

10. How would your organization’s vehicle fulfill the unmet needs identified in question #9?



**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

**We do not charge a fee for service, the annual fee covers all rides. Transportation is provided in an area where public transportation is very limited.**

11. How does your organization determine that there are no (other) nonprofit organizations readily available in the area to provide the proposed service?

**We have been in contact with other providers, they are for profit. Other local non-profits are not providing the service.**

12. How would your organization inform seniors and individuals with disabilities about the service provided with the vehicle?

**Our services are advertised in many areas: our website, the Senior Center Communicator, and within our own building. The two sites in town that provide housing for seniors and persons with disabilities are also aware of our services and inform their residents. We also have a flyer that we provide.**

13. How would your organization inform seniors and individuals with disabilities with Limited English Proficiency (LEP) about the service provided with the vehicle? Select all that apply.

- Enlist the help of bilingual staff or employees proficient in another language, including sign language
- Utilize a professional translation service
- Offer Language Identification and/or I Speak cards
- Subscribe to a language interpretation service on an as-needed basis (i.e., Voiance)
- Communicate with relatives or guardians of the LEP individual
- Provide picture cards or visual aids
- Coordinate with another municipal department, nonprofit organization or local government to share translation resources
- Miscellaneous (specify): **Translation app on a mobile device**

14. Estimate the number of individuals in the following groups to be served by the vehicle(s):

<b>2</b> Black	Pacific Islander	Alaskan Native	<b>101</b> White
<b>2</b> Hispanic	American Indian	<b>4</b> Asian	Other

15. Explain how the number of individuals in question #14 were estimated. Note that organizations not currently collecting this information from passengers may request it on a voluntary basis.

**On our registration form we ask for client demographics. This is voluntary. We also know most of our clients individually.**

16. Would your organization make the requested vehicle available for use by another nonprofit

**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

organization, municipal department, or other municipality outside of your organization's transportation service operating hours?  Yes  No

If yes, explain the arrangement in detail below and note the organization or municipality with whom the vehicle would be shared.

17. Would your organization coordinate with a nonprofit organization or municipality to provide service using the requested vehicle?  Yes  No

If yes, explain the coordination in detail below<sup>3</sup>:

**We partner with the Town of Canton to share the bus for our Senior Center Jump on Board trips.**

If no, explain why and indicate any ongoing discussions or proposed plans to coordinate that have not yet been implemented:

18. Would your organization operate the service provided with the vehicle?  Yes  No

19. Would your organization contract out the service?  Yes  No

If yes, identify the service provider below<sup>4</sup>:

**Martel Transportation, Canton CT, 06019, 860-693-6876**

20. Has your organization published a Public Notice<sup>5</sup> in a major newspaper to notify other transportation operators of your intent to apply for Section 5310 capital funding?  Yes  No

21. How does your organization's request for vehicle funding complement other sources of funding or grants received from local, state and/or federal public resources?

**We do receive an Enhanced Grant to provide our Enhanced services which include out of town medical transportation and Jump on Board Senior Center Trips. We also receive an operating grant which helps with the overall cost of the program. We will be using funds from our pass collections**

<sup>3</sup> **Additional Requirement**

If your organization currently coordinates with a nonprofit organization or municipality to provide transportation service or share a vehicle, include a copy of the interagency agreement with the application.

<sup>4</sup> **Additional Requirement**

If your organization currently contracts out service, include a copy of the service agreement with this application.

<sup>5</sup> **Additional Requirement**

Attach evidence of efforts made to notify other transportation providers of your proposed service. This must include 1) A copy of the Public Notice as it was published, 2) A paid invoice from the newspaper (tear sheet), 3) A copy of each email or letter sent to transit operators in the proposed service area no less than one week prior to the publish, and 4) Any written comments received from interested parties

**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

**to fund the Town's 20% of the vehicle cost.**

22. How would your organization resolve a complaint regarding the vehicle or service?

**We have very good communication with our contractor as well as our clients. We receive complaints from the contractor and the clients directly. All complaints are investigated and a resolution is provided, as needed.**

23. Who in your organization would be responsible for ensuring timely maintenance of the vehicle, completing quarterly reporting and communicating with the Connecticut Department of Transportation (CTDOT)? Include the name, title and contact information of the responsible individual(s) for each.

	<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
<b>Maintenance:</b>	<b>Martel Transportation</b>	<b>Contractor</b>	<b>ann@marteltrans.com</b>	<b>860-693-8941</b>
<b>Reporting:</b>	<b>Dana Olson</b>	<b>Social Services Assistant</b>	<b>dolson@simsbury-ct.gov</b>	<b>860-658-3283</b>
<b>Communication:</b>	<b>Kristen Formanek</b>	<b>Director of Community and Social Services</b>	<b>kformanek@simsbury-ct.gov</b>	<b>860-658-3283</b>

24. Where would the vehicle be located when not in use?

**Martel Transportation, Canton, CT**

25. Who would perform preventative maintenance and repairs on the vehicle?

**Martel Transportation coordinates all preventative maintenance and repairs on the vehicle.**

26. Who would perform preventative maintenance and repairs on the vehicle lift?

**Martel Transportation coordinates all preventative maintenance and repairs on the vehicle.**

27. Describe your organization's proposed maintenance plan and schedule for the vehicle.

**Martel Transportation coordinates all preventative maintenance and repairs on the vehicle, per contract with the Town of Simsbury (see attached).**

**SECTION III. ANNUAL BUDGET**

The annual budget page is available on the state contracting portal (CTsource) with the 2021 Section 5310 grant application materials and is titled *Section 5310 Traditional Capital Application – Budget Page*. The budget page must be completed and submitted as part of the application package.

**SECTION 5310 TRADITIONAL CAPITAL APPLICATION BUDGET PAGE**

How much funding does your organization estimate it has or will have annually to operate and maintain the vehicle being applied for? Indicate the income from all applicable funding sources below.

<b>ESTIMATED OPERATING INCOME</b>	<b>ANNUAL BUDGET</b>
Passenger Revenue	\$1,500.00
Municipal or Agency Budget	\$124,520.00
CTDOT Matching Grant Program	\$34,050.00
Other Grant Source	\$6,670.00
Charitable Donations/Fundraiser	\$0.00
Miscellaneous Funding Source(s)	\$0.00
TOTAL	<b>\$166,740.00</b>

How much does your organization estimate it will spend annually to operate and maintain the vehicle being applied for? Indicate the costs of all applicable expenses below.

<b>ESTIMATED OPERATING EXPENSES</b>	<b>ANNUAL BUDGET</b>
Wages, Salaries & Benefits	\$0.00
Maintenance & Repair	\$0.00
Fuel	\$0.00
Insurance	\$0.00
Administrative Overhead	\$0.00
Contract Services	\$131,190.00
Miscellaneous Expenses	\$0.00
TOTAL	<b>\$131,190.00</b>

The amount below is the difference between your organization's estimated operating income and estimated operating expenses. Any amount below \$0 indicates an estimated shortage of funding and an inability to operate an awarded vehicle.

<b>DIFFERENCE</b>	<b>\$35,550.00</b>
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What is the estimated cost of the vehicle your organization is interested in? Select one (1) vehicle configuration option and enter its cost. Review the Application Instructions for vehicle configuration specifications and estimated pricing.

<b>VEHICLE CONFIGURATION</b>	<b>ESTIMATED COST</b>
A	\$0.00
B	\$0.00
C	\$0.00
D	\$64,000.00

E	\$0.00
F	\$0.00
F-a	\$0.00
TOTAL	<b>\$64,000.00</b>

The Federal Subsidy below is the maximum amount of funding that the FTA will pay toward the requested vehicle. It is the estimated vehicle cost indicated plus a 3% allowance, should the vehicle price increase between the time this application is submitted and vehicle procurement. If selected for award, your organization will be expected and required to pay for any amount greater than the Federal Subsidy indicated in this application.

<b>FEDERAL SUBSIDY</b>	<b>\$65,920.00</b>
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SECTION IV. CERTIFICATION FOR NONPROFIT ORGANIZATIONS & ELIGIBLE PUBLIC BODIES

Federal Transit Administration Section 5310 Program  
2021 Funding Cycle

Title 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities.

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate the funds apportioned to it to a governmental authority that certifies that there are not any non-profit organizations readily available in the area to provide the special transportation services.

I Maria Capriola (Name of Authorized Official) certify that there are no non-profit organizations serving Town of Simsbury (Name of Organization) that meet the special transportation needs of seniors and individuals with disabilities.

\_\_\_\_\_  
Signature of Authorized Official<sup>6</sup>

\_\_\_\_\_  
Date

<sup>6</sup> Authorized official may be an Executive Director, Mayor, Town Manager, First Selectman or the lead of an organization. CTDOT will also accept a typed name or electronic signature.

SECTION V. TITLE VI REQUIREMENTS ACKNOWLEDGEMENT

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.<sup>7</sup>

If awarded Section 5310 funding, your organization:

1. Would be responsible for reviewing and ensuring compliance with all applicable provisions and requirements of FTA Circular 4702.1B "Title VI Requirements and Guidelines For Federal Transit Administration Recipients."
2. Would be required to develop a Title VI Program and submit it to the Connecticut Department of Transportation (CTDOT) Office of Contract Compliance (OCC) for acceptance **prior** to receiving funding.
3. Would be required to include the documents listed below into a Title VI program:
  - a. Title VI Notice to the Public
  - b. Title VI Complaint Process and Procedures
  - c. Title VI Complaint Form
  - d. Title VI Complaint Log
  - e. Public Participation Plan
  - f. Language Assistance Plan (including a Four-Factor Analysis)
  - g. A table depicting the membership of non-elected committees and councils (membership of which is selected by the recipient), broken down by race, and a description of the process the organization uses to encourage minority participation.
4. Would be required to update the Title VI Program periodically (at least every three years), to incorporate changes and additional responsibilities that may arise.

I have read and been informed of the Title VI requirements my organization would need to comply with if awarded Section 5310 funding. I understand that failure to comply with the requirements under Title VI may result in a delay or denial of funding.

Grant Applicant Signature: \_\_\_\_\_

Printed Name: Maria Capriola

Date: \_\_\_\_\_


SECTION VI. APPLICANT SIGNATURE

<sup>7</sup> Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).



**2021 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

**Required Signature:** By typing my name on the signature line below, I confirm that I have completed this application to the best of my knowledge on behalf of my organization, and that I have read and understand the *2021 Section 5310 Application Instructions*. I have made a copy of the completed application packet for my records.

Grant Applicant Signature<sup>8</sup>: 

Date: 7/7/2021

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<sup>8</sup> Name of person who completed the grant application. CTDOT will also accept a typed name or electronic signature.



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

*Kristen Formanek, Director*

## Dial-A-Ride Vehicles

**#5 2016 Chevy**

**VIN: 1GB3GSBG8G11179718  
12 Passenger plus 2 wheelchairs  
Marker # AB30691  
Accepted Delivery: 12/30/2016  
Purchased w/80/20 St/Fed Grant  
Town Paid \$11,054 (used DAR pass acct)  
Purchase Price \$55,270  
Mileage as of 6/24/2021 123,641  
DOT Holds Title**

**#2 2014 Chevy**

**VIN: 1GB3G3BG7E1195640  
12 Passenger plus 2 wheelchairs  
Marker # 42088  
Accepted Delivery: 7/22/14  
Purchased w/DAR pass funds  
Purchase Price \$52,800  
Mileage as of 6/24/2021 129,505  
Town Holds Title**



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

## PUBLIC NOTICE To Transportation Operators

The Town of Simsbury is applying for a capital grant under Section 5310 of the Federal Transit Act, as amended, to replace a vehicle to be used in meeting the special transportation needs of the elderly and disabled in the Simsbury, Granby and Avon area.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Kristen Formanek, Director of Community and Social Services, at (860) 658-3283.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Simsbury, Simsbury Community & Social Services Department, with a copy to the Capital Region Council of Governments.

7/10/2021

Telephone (860) 658-3283  
Facsimile (860) 408-7046

*An Equal Opportunity Employer*  
[www.simsbury-ct.gov](http://www.simsbury-ct.gov)

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



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

July 1, 2021

Ms. Pam Erling  
Domestic Services Unlimited  
405 Bushy Hill Road  
Simsbury CT 06070

Dear Ms. Erling:

I have enclosed a copy of the legal notice that will appear on July 10, 2021, in The Hartford Courant.

Please call me if you have any questions,

Very truly yours,

Kristen Formanek, LCSW  
Director

KF/do  
Enc.



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

July 1, 2021

FAVARH  
P.O. Box 1099  
225 Commerce Drive  
Canton, CT 06019

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on July 10, 2021, in The Hartford Courant.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "K Formanek".

Kristen Formanek, LCSW  
Director

KF/do  
Enc.



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

July 1, 2021

Farmington Valley Cab Company  
320 East Street  
Plainville CT 06062

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on July 10, 2021, in The Hartford Courant.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kristen Formanek".

Kristen Formanek, LCSW  
Director

KF/do  
Enc.



# Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

*Community and Social Services Department*

July 1, 2021

Mr. Dean Martel  
Martel Transportation  
PO Box 273  
Collinsville CT 06022

Dear Mr. Martel:

I have enclosed a copy of the legal notice that will appear on July 10, 2021, in The Hartford Courant.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kristen Formanek".

Kristen Formanek, LCSW  
Director

KF/do  
Enc.

Order ID: 6989664

GROSS PRICE \* : \$135.10

PACKAGE NAME: Legal Notice FR Daily

Product(s): Hartford Courant, Affidavits, MyPublicNotices.com  
AdSize(s): 1 Column, NO AD SIZE  
Run Date(s): Saturday, July 10, 2021  
Zone: Full Run  
Color Spec. B/W

**Preview**

**PUBLIC NOTICE  
To Transportation Operators**

The Town of Simsbury is applying for a capital grant under Section 5310 of the Federal Transit Act, as amended, to replace a vehicle to be used in meeting the special transportation needs of the elderly and disabled in the Simsbury, Granby and Avon area.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Kristen Formanek, Director of Community and Social Services, at (860) 658-3283.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Simsbury, Simsbury Community & Social Services Department, with a copy to the Capital Region Council of Governments.  
7/10/2021 6989664





Order ID: 6989664

**GROSS PRICE \* :** \$135.10

**PACKAGE NAME:** Legal Notice FR Daily

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Printed: 7/6/2021 12:09:03 PM

Page 1 of 2

\* Agency Commission not included

**TOWN OF SIMSBURY**  
**DIAL-A-RIDE CONTRACTUAL AGREEMENT FOR SERVICE**

THIS AGREEMENT, effective as of July 1, 2019, through June 30, 2022, by and between the TOWN OF SIMSBURY, a municipal corporation situated in the County of Hartford and State of Connecticut, hereinafter referred to as "Town" and Martel Transportation, a Connecticut L.L.C. with an office at 140 Powder Mill Road, Canton, Connecticut (P.O. Box 273 Collinsville, CT 06022), hereinafter referred to as "Vendor".

**WITNESSETH;**

WHEREAS, the Town desires to engage the Vendor to transport certain residents of the Town and their baggage in and about the Town or otherwise; and

WHEREAS, the Vendor is willing to furnish such transportation on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto do agree as follows:

**A. Responsibilities of the Vendor**

1. Dial-A-Ride Service –Vendor shall provide door-to-door service to Simsbury residents who are sixty (60) years of age or older and/or are disabled and who request such service, or any other residents so approved by the Town. Hours of operation shall be 8:30am to 4:30pm, Monday through Friday.
2. Medical and Jump on Board Service –Vendor shall provide transportation to medical appointments and Jump on Board trips which may fall outside of traditional hours of operation.
3. Scheduling – Vendor shall schedule transportation reservations between the hours of 8:30am to 12:00pm, Monday through Friday.
4. Vehicles – Vendor shall utilize only the vehicles described in Section B(2) of this Agreement.
  - a. Vendor is responsible for fueling the vehicles, and is permitted to use the Town fuel pump located at the Simsbury Department of Public Works, 66 Town Forest Road. The cost of fuel will be deducted from the contractual payment made to Vendor by the Town.
  - b. Vendor is responsible for the maintenance and cleanliness of the vehicles.
  - c. Vendor shall, at least once a year, have all vehicles that will be used in accordance with this Agreement inspected by the State of Connecticut Department of Motor Vehicles. All vehicles shall comply with all Statutes of the State of Connecticut and with the rules and/or regulations of any agency thereof.
  - d. All vehicles used by the Vendor under this Agreement shall be clearly marked "Town of Simsbury" on the outside of the vehicles.

5. Routes – Unless otherwise directed in writing by the Town, transportation of persons under this Agreement by the Vendor shall be limited to the following:
- a. To and from any points in Simsbury;
  - b. Various locations within the Towns of Avon and Granby, as outlined in Appendix A;
  - c. Although the Vendor will try to accommodate all requests, medical appointments and food shopping will be given priority.

The Town shall have the right to modify and amend the provisions of this section and Appendix A for the purpose of designating additional locations outside of Simsbury to be run on a set schedule.

6. Vehicle Operators – Vendor shall provide skilled and competent operators for the safe operation of the vehicles. Said operators, and any other persons employed by the Vendor in or about the performance of the service, shall be and remain the employees of the Vendor, and not agents or employees of the Town of Simsbury.
- a. Vendor shall provide compensation to any and all employees used for the provision of services as outlined under this Agreement.
  - b. All vehicle operators shall be properly licensed to do so under the laws of the State of Connecticut. Vendor shall submit evidence of such licensing to the Town upon request.
  - c. Vendor shall enforce drug and alcohol testing of its employees in compliance with CFR 49, CFR 50, and CFR 655.
  - d. Vendor shall remove from the Simsbury contract any employee that the Town reasonably deems unacceptable.

7. Financial and Operational Data – Vendor agrees to cooperate with the Town in the preparation of reports of financial and operating data as needed.

8. Insurance – Vendor shall furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

<u>General Liability:</u>	\$1,000,000
<u>Umbrella Liability:</u>	\$5,000,000
<u>Auto Liability:</u>	\$1,000,000
<u>Professional Liability:</u>	\$1,000,000
<u>Worker's Compensation:</u>	Statutory
<u>Employer's Liability:</u>	\$1,000,000

The Vendor's coverage shall be primary and non-contributory. Auto coverage shall include leased, hired and non-owned vehicles in the care, custody and control of the Vendor. Auto coverage shall also be primary and non-contributory. The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. Each policy shall include a waiver of subrogation in favor of the Town. The Vendor shall provide to the Town at its own cost and prior to July 1 of each year of this Agreement and in any event within twenty (20) days prior to the renewal date of such policies, certificates of insurance for each policy required by this agreement. All policies shall be kept in force

throughout the duration of the project, with an extended reporting period of 36 months after the agreement terminates if coverage is written on a claims made policy.

To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Town of Simsbury and all of its agents and employees from and against all claims, damages, losses, judgments and expenses, including reasonable attorney's fees to the extent caused by, arising from or alleged to arise from the negligent acts, errors or omissions of the Vendor, the Vendor's employees or those for whom the Vendor is legally responsible in the performance of the work. This provision shall survive termination of this Agreement.

9. Compliance with Title VI of the Civil Rights Act of 1964 – Vendor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration as outlined in Appendix B of this Agreement.

10. Conflict of Interest – Vendor certifies that it does not have any conflicts of interest as described in the Simsbury Code of Ethics, Chapter 13 of the Code of the Town of Simsbury. Vendor shall execute the attached Acknowledgment Form and return it to the Town.

**B. Responsibilities of the Town**

1. Payment – For the performance of the Vendor of its obligations hereunder, the Town shall make payments to the Vendor as follows:

Dial-A-Ride	Yearly Fee	Monthly Payment
July 1, 2019-June 30, 2020	\$126,093.48	\$10,507.79
July 1, 2020-June 30, 2021	\$128,615.40	\$10,717.95
July 1, 2021-June 30, 2022	\$131,187.72	\$10,932.31

Enhanced Medical Trips	Hourly Fee	
	Simsbury Vehicle	Vendor Vehicle
July 1, 2019-June 30, 2020	\$27.50	\$37.50
July 1, 2020-June 30, 2021	\$30.00	\$40.00
July 1, 2021-June 30, 2022	\$32.50	\$42.50

2. Leased Vehicles – The Town shall provide two buses for Vendor's use to operate this program only. For the term of this Agreement, the Town shall lease to the Vendor the following two vehicles owned by the Town for \$1.00 per year:

- a. 2014 Chevrolet Express, VIN #1GB3G3BG7E1195640
- b. 2016 Chevrolet Express, VIN#1GB3G3BG8G1179718

Leased vehicles shall be stored with the Vendor, and shall be returned in the same condition as received, less normal wear and tear.

The Town will endeavor to replace the vehicles at 100,000 miles or after ten years, whichever is earlier. Vendor acknowledges that vehicle replacement is at the sole discretion of the Town and subject to available funding. Town will replace the vehicles if sufficient funds have been appropriated for this purpose. In the event that a vehicle is not replaced after 100,000 or ten years, the Town will be responsible for anything beyond routine maintenance. Routine maintenance includes, but is not limited to, items such as oil and filter changes, air filter replacement, tire rotations, and windshield wiper replacement.

**C. Term**


This Agreement will be in effect from July 1, 2019 to June 30, 2022 unless terminated earlier in accordance with Section D(1) below. This Agreement may be extended for five additional terms of one year each at the sole discretion of the Town, with 60 days' notice.

**D. Miscellaneous**

1. Cancellation – Should the Vendor be found to be in material default in the performance of any of the provisions hereof, the Town may cancel and terminate this Agreement. Such notice shall specify the default and termination and shall be effective ten (10) days after the mailing of such notice by the Town. The Town also reserves the right to cancel the Agreement for non-appropriation of the amounts due under the contract for the ensuing fiscal year.
2. Amendments – This Agreement may not be altered or amended, except by written agreement of the parties hereto.
3. Invalidity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
4. Assignment – Vendor may not assign any interest in this Agreement, voluntarily or otherwise, without the written consent of the Town. Any such unconsented assignment shall be deemed to have terminated this Agreement as of the date thereof.
5. Governing Law – This Agreement shall be governed by the laws of the State of Connecticut. The forum for any legal action arising out of this agreement shall be the Hartford or New Britain Superior Courts.
6. Dispute Resolution – Any and all disputes between the Town and Vendor arising out of or relating to this Agreement shall be resolved through binding arbitration. The American Arbitration Association, or such other person or arbitration service as the parties mutually agree upon, shall conduct the binding arbitration. Any arbitration hereunder shall be conducted in Hartford, Connecticut, and the decision of the arbitrator shall be final and binding upon all parties. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs incurred in the course of prosecuting or defending a claim in arbitration.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals at  
Simsbury, Connecticut, on this 26<sup>th</sup> day of June, 2019.

**Town of Simsbury**

  
\_\_\_\_\_  
Maria E. Capriola  
Town Manager

**Martel Transportation, LLC**

  
\_\_\_\_\_  
Dean Martel  
Owner & President

APPENDIX A  
SERVICE ROUTES

Town of Avon

Avon Marketplace	380 West Main Street
Marshalls	315 West Main Street
Wal*Mart/Big Y	255 West Main Street
St. Francis	Nod Road
Doctors	West Avon Road, Dale Road

Town of Canton

The Shoppes at Farmington Valley	110 Albany Turnpike
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Town of Granby

YMCA	97 Salmon Brook Road
Granby Laundromat	Granby Shopping Center
Geissler's Supermarket	Granby Shopping Center
Stop & Shop	120 Salmon Brook Road
Doctors	Granby Center

**APPENDIX B**  
**TITLE VI CONTRACTOR ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal



Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.




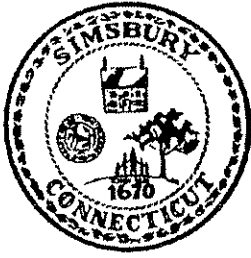
# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –  
Simsbury Parks and Recreation – Republican Caucus  
at the Flower Bridge
  
2. **Date of Board Meeting:** July 12, 2021
  
3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager; Mike Glidden, Director of Planning and  
Community Development, Tom Hazel, Assistant Town Planner 
  
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports approving the public gathering permit application as  
presented, the following motion is in order:  
  
*Move, effective July 12, 2021, to approve the public gathering application on behalf of  
Simsbury Parks and Recreation and to authorize the issuance of the public gathering  
permit for the Simsbury Republican Caucus at the Flower Bridge.*
  
5. **Summary of Submission:**  
The Public Gathering Committee has approved the application for Simsbury Republican  
Caucus. The event will be held on July 24, 2021 at the Simsbury Flower Bridge. The  
event is scheduled to start at 10:00am and end at 12:00pm.
  
6. **Financial Impact:**  
None
  
7. **Description of Documents Included with Submission:**  
a) Application, Map and Summary of Event



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, **including original signatures**, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. **Please include 6 copies of your completed application IN ADDITION TO the original when you submit it.** Applications must be received in office at least 6 WEEKS prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: SRTC

Applicant's Name: Kevin Beal

Mailing Address: P.O. Box 685, Simsbury, CT 06070

Phone: 860-217-0807 Email: info@simsburygop.com

Event Location: Flower Bridge

Exact Date(s) of proposed Public Gathering: (MUST include all required "set up" and "tear down" time, as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date Begin: 10am, Sat 24 Jul End: 12 noon

Number of people expected to be present for the event (incl. staff, volunteers, attendees): 40

- The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

**TOWN OF SIMSBURY USE ONLY:**

Fee Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Insurance Received:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Request Approved:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MORE INFO: _____

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EVENT INFO**

Description of Event: Caucus

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Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES  NO  NUMBER: \_\_\_\_\_

- You are responsible for proper collection and removal of all waste generated by your event.

Portable toilets: YES  NO  NUMBER: \_\_\_\_\_

- If yes, please show locations on attached site plan.

Tent: YES  NO  SIZE: \_\_\_\_\_  
OPEN SIDES  ENCLOSED

- Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.

Lighting and/or sound equipment: YES  NO

- If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.
- Lighting must meet the requirements of the Town of Simsbury Fire Marshal.

Does your event require electrical access? YES  NO

- If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.

Will food be sold or given away at your event? YES  NO

- If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District ([www.fvhd.org](http://www.fvhd.org)).

Will alcohol be served at your event? YES  NO

- If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.

Will road closure(s) be necessary? YES  NO

- Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.

**PLANNING & ZONING DEPARTMENT**  
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

**Alcohol**

- Does your event require a Special Exception? YES  NO
- Has the Zoning Commission approved a S.E.? YES  NO
- Have you obtained a State of CT liquor license? YES  NO

**Signage**

- Will your event require temporary signs? YES  NO 
  - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES  NO

**Attachments:**

Site Map

- The site plan/map of the proposed Public Gathering should be to-scale and show exactly:
  - Layout of the Event (tents, booths/vendors, rides, aisles, etc.)
  - Location of Lighting
  - Parking Layout

**FARMINGTON VALLEY HEALTH DISTRICT**  
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org  
860-352-2333

*If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.*

Has a Temporary Food Permit been secured? YES  NO

<http://www.fvhd.org/food-protection1.html>

**BUILDING DEPARTMENT**

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

**Tent:**

YES  NO  CAPACITY: \_\_\_\_\_  
OPEN SIDES  ENCLOSED   
SQUARE FOOTAGE: \_\_\_\_\_

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES  NO

- Will you be utilizing portable generators? YES  NO

**FIRE MARSHAL**

871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

**DEPARTMENT OF PUBLIC WORKS (DPW)**  
66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event?
- In advance?

YES  NO

DATES: \_\_\_\_\_

Are DPW trucks required for use as barricades?

YES  NO

QUANTITY: \_\_\_\_\_

- The fee schedule below is for one (1) Truck and one (1) staff member.
- All fees will begin when Public Works Trucks leave the DPW Campus.
- Each Truck will be filled with sand and operated by a single staff member.
- The number and positioning of the Trucks shall be determined by the Simsbury Police Department.
- The fees for using DPW trucks as barricades are as follows:
  - \$250 for first four (4) hours
  - \$50/hour for each additional hour during regular hours
  - \$75/hour for each additional hour on Federal holidays and Sundays

TOTAL FEE DUE: \$250 + (\_\_\_\_\_ hours x \$50/\$75) = \$\_\_\_\_\_

Fee is payable by check made out to the Town of Simsbury

**Please note:**

- **No markings on the roadways or custom signage is allowed.**
- **Traffic cones shall not be provided by DPW.**

**POLICE DEPARTMENT**  
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES  NO

If yes, please list recent prior venues that have hosted this concert/festival:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will on-site private security be provided?

YES  NO

NUMBER: \_\_\_\_\_

Will on-site emergency medical services be provided?

YES  NO

NUMBER: \_\_\_\_\_

- Where will they be located? \_\_\_\_\_

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION  
64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES  NO

Will the attendance be equal to or greater than 5000? YES  NO  NUMBER: \_\_\_\_\_

Attendance will be:  
STAGGERED OVER COURSE OF EVENT  AT A SPECIFIC TIME  TIME: 10:00am

CULTURE, PARKS & RECREATION  
100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES  NO   
• If so, trash recycling barrels are required at Permittee's expense

Will you require any special field lining or set up? YES  NO

Do you intend to use "staked" tents on athletic fields? YES  NO

Will athletic field lighting be necessary? YES  NO

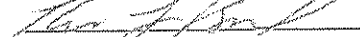
Have you provided a parking plan on your site map? YES  NO

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.  
• ATTENDANCE: \_\_\_\_\_ / 50 = \_\_\_\_\_ PORTABLE TOILETS REQUIRED

**Public Gathering Permit  
Required Declaration**

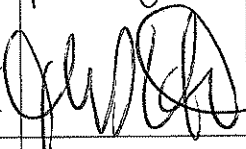
I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): Kevin Beal

Applicant's Signature: 

Date Signed: 18 Jun 2021

## REQUIRED SIGN OFFS (in order required)

	Received Date:	Received By:	Approved By:	Action Date:
Culture Parks And Rec. Director	6/29/21	T. Tyburski	T. Tyburski email	6/29/21
Zoning Commission (As may be required by ZEO)	/	/	/	/
Building Official	/	/	/	/
Police Chief	6/29/21	N. Boulter	N. Boulter email	6/29/21
Dir of Public Works	6/29/21	T. Roy	T. Roy email	7/6/21
Dir of Health FVHD	6/29/21	J. Brown	J. Brown email	7/6/21
Fire Marshal	6/29/21	P. Tourville	P. Tourville email	6/29/21
Zoning Enforcement Officer	6/29/21	T. Hanel		7/6/21
Board of Selectmen				



## Hazel Thomas

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**From:** Jason Brown <[jbrown@fvhd.org](mailto:jbrown@fvhd.org)>  
**Sent:** Tuesday, July 6, 2021 11:15 AM  
**To:** Hazel Thomas; Tom Roy; Tyburski Tom; 'Patrick T. Tourville, CFI I'; 'James Baldis'; Samselski Gregory; Boulter Nicholas (SPD)  
**Subject:** RE: STC PGP permit.

No issues. Sorry for late response.

**From:** Hazel Thomas <[thazel@simsbury-ct.gov](mailto:thazel@simsbury-ct.gov)>  
**Sent:** Tuesday, June 29, 2021 9:25 AM  
**To:** Tom Roy <[troy@simsbury-ct.gov](mailto:troy@simsbury-ct.gov)>; Tyburski Tom <[ttyburski@simsbury-ct.gov](mailto:ttyburski@simsbury-ct.gov)>; 'Patrick T. Tourville, CFI I' <[PTourville@simsburyfd.org](mailto:PTourville@simsburyfd.org)>; Jason Brown <[jbrown@fvhd.org](mailto:jbrown@fvhd.org)>; 'James Baldis' <[JBaldis@simsburyfd.org](mailto:JBaldis@simsburyfd.org)>; Samselski Gregory <[gsamselski@pd.simsbury-ct.gov](mailto:gsamselski@pd.simsbury-ct.gov)>; Boulter Nicholas (SPD) <[nboulter@pd.simsbury-ct.gov](mailto:nboulter@pd.simsbury-ct.gov)>  
**Subject:** FW: STC PGP permit.

Please review the attached PGP for the Simsbury Republican caucus at the Drake Hill Flower Bridge. Looks like a small event (40 persons) no food and it looks to be 2 hours in length. Your emailed approvals or concerns would be appreciated.

Thomas Hazel, CZEO  
Assistant Town Planner  
Town of Simsbury  
(860) 658-3240  
[thazel@simsbury-ct.gov](mailto:thazel@simsbury-ct.gov)

**From:** Kevin T. Beal [<mailto:kevin.t.beal@gmail.com>]  
**Sent:** Monday, June 28, 2021 3:29 PM  
**To:** Hazel Thomas; Tyburski Tom  
**Cc:** Sean Askham; Jackie Battos  
**Subject:** Re: STC PGP permit.

All:

Requested documentation attached. If you require anything else or have any questions please let me know.

Thank you for all you do for the Town of Simsbury!

Cordially,  
Kevin

Kevin T. Beal  
mobile: 802-595-2054

## Hazel Thomas

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**From:** Tom Roy  
**Sent:** Tuesday, July 6, 2021 7:33 AM  
**To:** Hazel Thomas  
**Subject:** RE: STC PGP permit.

Approved – PW.

Tom

---

**From:** Hazel Thomas  
**Sent:** Tuesday, June 29, 2021 9:25 AM  
**To:** Tom Roy; Tyburski Tom; 'Patrick T. Tourville, CFI I'; 'Jason Brown'; 'James Baldis'; Samselski Gregory; Boulter Nicholas (SPD)  
**Subject:** FW: STC PGP permit.

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**Sent:** Monday, June 28, 2021 3:29 PM  
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**Cc:** Sean Askham; Jackie Battos  
**Subject:** Re: STC PGP permit.

All:

Requested documentation attached. If you require anything else or have any questions please let me know.

Thank you for all you do for the Town of Simsbury!

Cordially,  
Kevin

Kevin T. Beal

## Hazel Thomas

---

**From:** Boulter, Nicholas <NBoulter@pd.simsbury-ct.gov>  
**Sent:** Tuesday, June 29, 2021 10:15 AM  
**To:** Hazel Thomas; Tom Roy; Tyburski Tom; 'Patrick T. Tourville, CFI I'; 'Jason Brown'; 'James Baldis'; Samselski Gregory  
**Subject:** RE: STC PGP permit.

The parking plan section was not checked off. Given the small number, I am not overly concerned, but parking can be an issue there. Approved PD.

Nicholas J. Boulter  
Chief of Police  
Simsbury Police Department  
933 Hopmeadow Street  
Simsbury, CT 06070  
(860) 658-3101



**CONFIDENTIAL INFORMATION:** The information contained in this e-mail is confidential and protected from general disclosure. If the recipient or the reader of this e-mail is not the intended recipient, or person responsible to receive this e-mail, you are requested to delete this e-mail immediately and do not disseminate or distribute or copy. If you have received this e-mail by mistake, please notify us immediately by replying to the message so that we can take appropriate action immediately and see to it that this mistake is rectified.

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**From:** Hazel Thomas [<mailto:thazel@simsbury-ct.gov>]  
**Sent:** Tuesday, June 29, 2021 9:25 AM  
**To:** Roy, Thomas; Tyburski Tom; 'Patrick T. Tourville, CFI I'; 'Jason Brown'; 'James Baldis'; Samselski, Gregory; Boulter, Nicholas  
**Subject:** FW: STC PGP permit.

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**Sent:** Monday, June 28, 2021 3:29 PM  
**To:** Hazel Thomas; Tyburski Tom  
**Cc:** Sean Askham; Jackie Battos  
**Subject:** Re: STC PGP permit.

All:

## Hazel Thomas

---

**From:** Patrick T. Tourville, CFI I <PTourville@simsburyfd.org>  
**Sent:** Tuesday, June 29, 2021 9:47 AM  
**To:** Hazel Thomas; Tom Roy; Tyburski Tom; 'Jason Brown'; James Baldis; Samselski Gregory; Boulter Nicholas (SPD)  
**Subject:** RE: STC PGP permit.  
**Attachments:** FM\_Approved\_PGP\_SRTC\_Jul-24-20201.pdf

FMO approved

Patrick Tourville, CFI-I  
Fire Marshal  
Simsbury Fire District  
871 Hopmeadow Street  
Simsbury, CT 06070  
(P) 860-658-1973  
(C) 860-818-0479

**From:** Hazel Thomas <[thazel@simsbury-ct.gov](mailto:thazel@simsbury-ct.gov)>  
**Sent:** Tuesday, June 29, 2021 9:25 AM  
**To:** [troy@simsbury-ct.gov](mailto:troy@simsbury-ct.gov); Tyburski Tom <[ttyburski@simsbury-ct.gov](mailto:ttyburski@simsbury-ct.gov)>; Patrick T. Tourville, CFI I <[PTourville@simsburyfd.org](mailto:PTourville@simsburyfd.org)>; 'Jason Brown' <[jbrown@fvhd.org](mailto:jbrown@fvhd.org)>; James Baldis <[JBaldis@simsburyfd.org](mailto:JBaldis@simsburyfd.org)>; gsamselski <[gsamselski@pd.simsbury-ct.gov](mailto:gsamselski@pd.simsbury-ct.gov)>; nboulter <[nboulter@pd.simsbury-ct.gov](mailto:nboulter@pd.simsbury-ct.gov)>  
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**To:** Hazel Thomas; Tyburski Tom  
**Cc:** Sean Askham; Jackie Battos  
**Subject:** Re: STC PGP permit.

All:

Requested documentation attached. If you require anything else or have any questions please let me know.

Thank you for all you do for the Town of Simsbury!

## Hazel Thomas

---

**From:** Tyburski Tom  
**Sent:** Tuesday, June 29, 2021 9:27 AM  
**To:** Hazel Thomas  
**Subject:** RE: STC PGP permit.

Approved, Parks and Rec.

Have a good day,

Tom

Thomas Tyburski  
Director  
Simsbury Culture, Parks and Recreation Dept.  
Town of Simsbury, CT  
[www.SimsburyRec.com](http://www.SimsburyRec.com)  
860-408-4682

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**Sent:** Tuesday, June 29, 2021 9:25 AM  
**To:** Tom Roy; Tyburski Tom; 'Patrick T. Tourville, CFI I'; 'Jason Brown'; 'James Baldis'; Samselski Gregory; Boulter Nicholas (SPD)  
**Subject:** FW: STC PGP permit.

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[thazel@simsbury-ct.gov](mailto:thazel@simsbury-ct.gov)

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**Cc:** Sean Askham; Jackie Battos  
**Subject:** Re: STC PGP permit.

All:

Requested documentation attached. If you require anything else or have any questions please let me know.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> STATE FARM RON HUSTON, AGENT <i>StateFarm</i> 51 EAST MAIN STREET AVON, CT 06001	<b>CONTACT NAME:</b> RON HUSTON <b>PHONE (A/C, No, Ext):</b> 860-678-1032 <b>E-MAIL ADDRESS:</b> RON.HUSTON.SBKB@statefarm.com	<b>FAX (A/C, No):</b> 860-678-1046
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143
<b>INSURED</b> SIMSBURY REPUBLICAN TOWN COMMITTEE PO BOX 685 SIMSBURY, CT 06070-2150	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			97-BE-P1949	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)  
  
SIMSBURY REPUBLICAN TOWN COMMITTEE  
58 MASACO ST  
SIMSBURY CT 06070

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Revisions to Construction Inspector Job Description
2. **Date of Board Meeting:** July 12, 2021

3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager; Tom Roy, Director of Public Works

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

If the Board of Selectmen supports approving the revised job title and job description, the following motion is in order:

*Move, effective July 12, 2021, to approve the revised job title and job description for the Construction Inspector position as presented.*

5. **Summary of Submission:**

The WPCF Engineering Inspector position has been vacant since March 5, 2021. Staff has determined that the current position has the capacity to perform infrastructure inspection duties for a variety of Public Works related projects, not just those of the Sewer Division. The proposed changes to the job title and job description reflect a broadening of the position to provide inspection services to all municipal, utility, and private development infrastructure projects on public land or in the public right-of-way, while also reflecting updated terminology and current practices.

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

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

This item was reviewed and endorsed by the Personnel Sub-Committee at their July 8, 2021 meeting. The proposal was sent to the Union; feedback is pending. If any substantive issues are raised we will report back to the Personnel Sub-Committee.

6. **Financial Impact:**

Funding for this position is included in the FY21/22 budget. The position will remain on the A1-B scale. A recent external salary analysis was conducted of comparable

positions. The attached data indicates that Simsbury's salary range remains competitive with the market.

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

- a) Proposed Revised Job Description – Construction Inspector
- b) External Salary Analysis



## Town of Simsbury

**TITLE:** ~~Engineering Inspector/WPCF~~ Construction Inspector

**GRADE:** A1-B

**DEPARTMENT:** DPW & Water Pollution Control Authority  
XX, 2021

**DATE:** ~~July 23, 2015~~ July

### POSITION DEFINITION:

~~Performs technical work inspecting sewer installation, managing the CBYD system, reviewing new sewer design, managing the grease trap inspection program, and management of collection system maps using GIS and AutoCad software. Assists the Public Works and Engineering Departments with inspection and surveying projects.~~

Under general supervision of the Director of Public Works, WPCA Superintendent or designee, performs technical and administrative tasks related to municipal construction and infrastructure projects. Selects and applies standard civil engineering techniques, procedures and criteria to a variety of municipal construction and infrastructure projects. Serves as principal field inspector for construction and infrastructure activities and performs related engineering inspection work.

### ESSENTIAL JOB FUNCTIONS:

- Researches C.B.Y.D. ~~inquires for~~ inquiries for town infrastructure, ~~sewer location~~, provides mark-out at construction sites, and maintains C.B.Y.D. files.
- Participates in the administration and inspection of a variety of municipal, utility and private development projects, and other permitted work within the public right-of-way.
- Inspects roadway and civil/site construction projects to insure conformity with approved plans, details, material specifications and local and industry standards, including work completed by utility companies and private developers, and performs associated construction administration tasks for compliance with the Town's specifications and ordinances.
- Provides technical and permitting assistance to the public and contractors. ~~Prepares permits for new lateral connections and/or repairs.~~ May collect and coordinate permit fees.
- Inspects pipeline extension, service lateral installation, and repair or disconnect for compliance with the Town's specifications and ordinances. Coordinates and communicates with contractors on site, both orally and in writing.
- Inspects and maintains records of infrastructure work such as but not limited to road repairs, pavement markings, sidewalk inspections, and sidewalk and sidewalk ramp replacements. Performs other related recordkeeping and reporting work as assigned.
- ~~Collects field data and prepares as-built drawings of sewer installations using AutoCad, GIS and traditional drafting methods.~~
- Collects field data and prepares as-built drawings of storm and sanitary sewer installations using traditional drafting methods and computer programs including AutoCad, GIS and similar programs.

- Attends pre-construction and pre-development meetings and conveys Town standards and relays information to supervisor and other departments.
- Manages and maintains as-built plan files and indexes, collection system maps and databases.
- Manages Miscellaneous Industrial Users (MIU) inspection program.
- ~~Manages the grease trap inspection program, including annual inspection of all food preparation establishments.~~ Manages the Fats, Oils and Grease (F.O.G.) general permit including record verification and food establishment inspections.
- Participates in inspections on special projects, such as smoke testing, periodic commercial/industrial E.D.U. surveys, etc.
- Performs sanitary sewer and storm water collections system maintenance inspections.
- Performs investigative sampling of storm water and sanitary waste-streams.
- Participates in planning and follow-up on special projects, such as smoke testing, periodic commercial/industrial E.D.U. surveys, etc.
- Reviews the design of proposed additions to the collection system.
- ~~Performs collection system modeling and analysis using SewerCAD and/or other computer software.~~
- Provides technical or informational assistance to the public regarding construction projects.
- Performs collection system maintenance inspections.
- Performs investigative sampling of waste-streams.
- Follows all standard safety procedures and regulations.
- Reports task accomplished to supervisor.
- Performs other related duties as assigned.

#### **ADDITIONAL JOB FUNCTIONS**

- Enters data ~~into~~ and manages office computer database and software programs.
- ~~Performs field and office engineering work as assigned by the supervisor.~~
- Performs typical engineering tasks and mathematical computations to perform quantity take-off and cost estimates for municipal projects such as road and sidewalk construction/reconstruction, improvements to drainage systems, parking lots, parks, recreational fields, trails and other public facilities. Uses computer and electronic devices to perform both office and field work as directed.
- Carries out field investigative or survey work as assigned by the supervisor.
- ~~Prepares survey and preliminary design for sewer main repairs with assistance of the Public Works and Engineering Departments.~~
- ~~Provides technical or informational assistance to the public regarding sewer construction projects.~~
- ~~Performs land survey and design with the aid of the Public Works and Engineering Departments.~~

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

- Familiarity with the use of field survey equipment and techniques.
- Working knowledge of ~~public works~~ construction methods and materials.
- Skills and knowledge associated with project design and drafting (manual and CAD).

- ~~Skills and knowledge required to evaluate project design proposals.~~
- Skills and knowledge required for computer data entry, data analysis, and report writing.
- Working knowledge of OSHA construction industry safety requirements.
- Ability to provide effective verbal and written communications.
- Ability to effectively communicate with the public, in person and in writing.
- Ability to work effectively with supervisors, staff, and the general public.
- Skill in the use of a computer, GIS and AutoCAD template.
- Ability to read, follow and understand instructions, interpret meters and analyze data.

#### **TOOLS AND EQUIPMENT USED:**

~~Computer with ability to use Microsoft Office, AutoCAD, SewerCAD, ArcReader, etc; basic survey tools, pick.~~

- Basic survey tools and tools used in road construction and paving operations, and other infrastructure improvements within the public right-of-way.
- Computer ability using Microsoft Office, AutoCAD, ESRI ArcMap GIS and/or other engineering software is desirable.

#### **PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:**

- Ability to work in poor weather conditions, including heat, rain or snow.
- Ability to climb stairs, ladders, and/or traverse rugged terrain.
- Ability to lift and carry supplies and equipment that may exceed 55 pounds.
- Ability to operate equipment requiring eye and hand coordination and mechanical aptitude.
- Ability to access and reach difficult places and negotiate varied terrain.
- While performing duties of this job, the employee is required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms.
- Ability to walk, sit, climb, balance, stop, kneel, crouch, crawl, and smell.
- Specific vision abilities required include close vision, distant vision, color vision, peripheral vision, depth perception, and ability to focus.
- Ability to work independently with a minimum supervision.
- Ability to solve complex engineering problems.

#### **REQUIRED MINIMUM QUALIFICATIONS:**

- ~~Associate Degree in Civil Engineering or closely related field.~~
- ~~Five (5) years of increasingly responsible experience in public works engineering and municipal inspection.~~
- ~~Valid Connecticut motor vehicle operator's license.~~

~~Note: The above description is illustrative of tasks and responsibilities. It is not intended to be all inclusive of every task or responsibility.~~

An Associate's Degree in Civil Engineering or closely related field with two (2) years of related experience in infrastructure design and/or inspection is required. Certification as a Certified Public Infrastructure Inspector (CPII) by the American Public Works Association (APWA) or Engineering Technologies (NICET) Level III certification highly desirable.

In lieu of an Associate's degree in civil engineering or a closely related field with two (2) years of related experience in infrastructure design and/or inspection, candidates with five (5) years of increasingly responsible related experience in infrastructure design, construction and/or inspection may be allowed if the candidate possesses or maintains certification as a Public Infrastructure Inspector (CPII) by the American Public Works Association (APWA) or Certification in Engineering Technologies (NICET) Level III within 12-months of appointment to the position.

**ADDITIONAL REQUIREMENTS:**

Valid Connecticut motor vehicle operator's license.

Note: The above description is illustrative of tasks and responsibilities. It is not intended to be all-inclusive of every task or responsibility.

### Construction Inspector - Adjusted Data to 35 hour and 40 hour work week - June 2021

Town	Title	Annual Salary		Hourly Rate		Adjusted Salary for 35/wk		Adjusted Salary for 40/wk		
		Min	Max	Min	Max	Min	Max	Min	Max	
Avon	Public Works Inspector	\$74,520	\$82,270	\$35.83	\$39.55	\$65,205	\$71,986	\$74,520	\$82,270	
Manchester	Construction Inspector	\$59,631	\$70,250	\$28.67	\$33.77	\$52,177	\$61,468	\$59,631	\$70,250	
Rocky Hill	Mechanical Inspector	\$71,781	\$81,281	\$39.44	\$44.66	\$71,781	\$81,281	\$82,035	\$92,893	
Farmington	Development Inspector	\$70,011	\$76,810	\$33.66	\$36.93	\$61,260	\$67,209	\$70,011	\$76,810	
Glastonbury	Construction Inspector	\$57,637	\$72,051	\$27.71	\$34.64	\$50,432	\$63,045	\$57,637	\$72,051	
	Senior Construction Inspector	\$63,544	\$79,435	\$30.55	\$38.19	\$55,601	\$69,506	\$63,544	\$79,435	
Southington	Engineering Inspector		\$62,171		\$34.16		\$62,171		\$71,053	
Wethersfield	Construction Inspector	\$68,420	\$76,600	\$35.09	\$39.28	\$63,859	\$71,493	\$72,981	\$81,707	
<b>SIMSBURY**</b>		<b>\$68,645</b>	<b>\$82,037</b>	<b>\$33.00</b>	<b>\$39.44</b>	<b>\$60,064</b>	<b>\$71,782</b>	<b>\$68,645</b>	<b>\$82,037</b>	
								<b>AVERAGE</b>	<b>\$68,623</b>	<b>\$78,308</b>
								<b>MEDIAN</b>	<b>\$70,011</b>	<b>\$78,123</b>
								<b>Difference between Simsbury &amp; Mean</b>	<b>\$22</b>	<b>\$3,729</b>
								<b>Difference between Simsbury &amp; Median</b>	<b>-\$1,366</b>	<b>\$3,915</b>

\*\* Assumes a GWI of 2% in FY 20 and FY 21  
Data as of June 2021

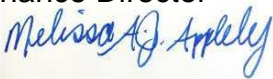


# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Public Schools Lighting Upgrade Loan Agreements
2. **Date of Board Meeting:** July 12, 2021
3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager; Amy Meriwether, Finance Director  

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports signing the loan documents to complete the energy upgrade project, the following motion is in order:

*Move, effective July 12, 2021, to authorize Finance Director Amy Meriwether to execute the agreements with Eversource for each of the three lighting upgrade projects as presented.*

5. **Summary of Submission:**  
The Simsbury Public Schools Business Department recently embarked on an energy efficiency lighting upgrade at Simsbury High School, Tootin' Hills Elementary School, and Squadron Line Elementary School. The vendor for the project was GreenLeaf Energy Solutions. The cost for the upgrades will be paid for by the savings generated by these upgrades. The Connecticut Energy Efficiency Fund program allows for on-bill financing of the work with a 0% interest loan over a five-year period; this means that there is no upfront cost for the Town, and the cost of the upgrade is paid through our savings on the monthly electric bills from Eversource.

Attached are the agreements with Eversource required to finalize and close out the project. This program and the associated agreements are similar to those approved by the Board of Selectmen at the February 22, 2021 meeting for the lighting upgrades at Town Hall, the Library, and Simsbury Farms. At that time, the Town Attorney and Bond Counsel advised that the Board review and approve the agreements prior to execution. Since the payback period is expected to last more than a year, they also advised that the Board of Finance review and approve the agreements prior to execution.

6. **Financial Impact:**  
The total value of the work performed is \$371,729 and the Town received \$104,678 in incentive rebates through the Connect Energy Efficiency Fund. The remaining value will be financed over a 5-year period at 0% interest. During the first 5 months of this loan, the Town will see an increase of \$1,112.54/month based on \$0.0819 per kWh. This is due to the monthly energy savings not fully compensating for the cost of the installation. This increase represents approximately one tenth of one percent of the

school district's electric bill. A similar project, initially funded in 2017, will be paid off in November of 2021. The payoff of those loans will decrease the electric bill by \$3,165/month. This will offset the initial increase.

After the loan payments are completed, preliminary estimates indicate that the savings will be in excess of \$50,000 per year.

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

- a) Proposed Lighting Upgrade Loan Agreement for Simsbury High School
- b) Proposed Lighting Upgrade Loan Agreement for Tootin' Hills Elementary School
- c) Proposed Lighting Upgrade Loan Agreement for Squadron Line Elementary School

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Simsbury Public Schools
Principal Place of Business:	933 Hopmeadow St, Simsbury, CT 06070
Project Name:	Simsbury High School
Project Number:	CT21P00417437

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

**WHEREAS:**

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

**1. Loan:**

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

**2. Payment:**

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.



Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource  
107 Selden Street  
Berlin, CT 06037  
Attn: Energy Efficiency  
Consultant Bob Ives

**With a copy to:**

Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:  
Project Name:

## Section 2

Project Name <b>Simsbury High School</b>			Project Number <b>CT 21P00417437</b>		
Name of Borrower <b>Simsbury Public Schools</b>			Principal Place of Business <b>933 Hopmeadow St, Simsbury, CT 06070</b>		
Total Project Cost <b>\$ 198,794.59</b>	Incentive <b>\$ 48,810.93</b>	Loan Amount <b>\$ 149,983.66</b>	Monthly Payment <b>\$ 2,499.73</b>	No. of Months <b>60</b>	Customer Unfinanced Balance / Buydown* <b>\$</b>

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor 
Name of Customer (print)	Name of Signer (print) <b>Matthew Trager</b>
Date of Signature	Date of Signature <b>06/23/21</b>
Customer Title (print)	Title of Signer (print) <b>Project Development Manager</b>
Federal Tax ID or Social Security Number <b>06-6001665</b>	Federal Tax ID or Social Security Number <b>45-5269631</b>
Service Street Address <b>34 Farms Village Road</b>	Contractor Street Address <b>119 Hawley Road, Suite 102</b>
Service City, State & Zip Code <b>Simsbury CT, 06070</b>	City, State & Zip Code <b>Oxford, CT 06478</b>
Billing Street Address <b>933 Hopmeadow St</b>	Contractor Phone Number <b>(475) 675-5972</b>
Billing City, State & Zip Code <b>Simsbury, CT 06070</b>	<input checked="" type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input checked="" type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number <b>51555802065</b>	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

\*Customer unfinanced balance to be paid at completion of project.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Simsbury Public Schools
Principal Place of Business:	933 Hopmeadow St, Simsbury, CT 06070
Project Name:	Simsbury Tootin Hills School
Project Number:	CT21P00418229

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource  
107 Selden Street  
Berlin, CT 06037  
Attn: Energy Efficiency  
Consultant Robert Ives

**With a copy to:**

Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:  
Project Name:

## Section 2

<b>Project Name</b> Simsbury Tootin Hills School			<b>Project Number</b> CT 21P00418229		
<b>Name of Borrower</b> Simsbury Public Schools			<b>Principal Place of Business</b> 933 Hopmeadow St, Simsbury, CT 06070		
<b>Total Project Cost</b> \$ 72,618.02	<b>Incentive</b> \$ 13,904.53	<b>Loan Amount</b> \$ 58,713.49	<b>Monthly Payment</b> \$ 978.56	<b>No. of Months</b> 60	<b>Customer Unfinanced Balance / Buydown*</b> \$

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

<b>Signature of Authorized Representative of Borrower</b>	<b>Signature of Authorized Representative of Contractor</b> 
<b>Name of Customer (print)</b>	<b>Name of Signer (print)</b> Matthew Trager
<b>Date of Signature</b>	<b>Date of Signature</b> 05.20.21
<b>Customer Title (print)</b>	<b>Title of Signer (print)</b> Project Development Manager
<b>Federal Tax ID or Social Security Number</b> 06-6001665	<b>Federal Tax ID or Social Security Number</b> 45-5269631
<b>Service Street Address</b> 25 Nimrod Rd	<b>Contractor Street Address</b> 119 Hawley Road, Suite 102
<b>Service City, State &amp; Zip Code</b> West Simsbury, CT 06092	<b>City, State &amp; Zip Code</b> Oxford, CT 06478
<b>Billing Street Address</b> 933 Hopmeadow St	<b>Contractor Phone Number</b> (475) 675-5972
<b>Billing City, State &amp; Zip Code</b> Simsbury, CT 06070	<input checked="" type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input checked="" type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
<b>Customer Electric Billing Account Number</b> 5190 523 2047	
<b>Customer Email Address</b>	

Accepted Eversource:

<b>Authorized Eversource Representative Signature</b>	<b>Date</b>
<b>Print Name</b>	<b>Title</b>

\*Customer unfinanced balance to be paid at completion of project.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Simsbury Public Schools
Principal Place of Business:	933 Hopmeadow St, Simsbury, CT 06070
Project Name:	Simsbury Squadron Line School
Project Number:	# CT21P00588411

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- Borrower desires to obtain financing for the Energy Efficiency Project; and
- Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- The nonpayment when due of any payment hereunder.
- Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.



Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource

107 Selden Street

Berlin, CT 06037

Attn: Energy Efficiency

Consultant Robert Ives

**With a copy to:**

Eversource Service Company

Legal Department

107 Selden Street

Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:  
Project Name:

## Section 2

Project Name <b>Simsbury Squadron Line School</b>			Project Number <b>CT 21P00588411</b>		
Name of Borrower <b>Simsbury Public Schools</b>			Principal Place of Business <b>933 Hopmeadow St, Simsbury, CT 06070</b>		
Total Project Cost <b>\$ 100,316.61</b>	Incentive <b>\$ 41,963.05</b>	Loan Amount <b>\$ 58,353.56</b>	Monthly Payment <b>\$ 972.56</b>	No. of Months <b>60</b>	Customer Unfinanced Balance / Buydown* <b>\$</b>

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor 
Name of Customer (print)	Name of Signer (print) <b>Matthew Trager</b>
Date of Signature	Date of Signature <b>05.20.21</b>
Customer Title (print)	Title of Signer (print) <b>Project Development Manager</b>
Federal Tax ID or Social Security Number <b>06-6001665</b>	Federal Tax ID or Social Security Number <b>45-5269631</b>
Service Street Address <b>44 SQUADRON LINE RD</b>	Contractor Street Address <b>119 Hawley Road, Suite 102</b>
Service City, State & Zip Code <b>SIMSBURY CT 06070</b>	City, State & Zip Code <b>Oxford, CT 06478</b>
Billing Street Address <b>933 Hopmeadow St</b>	Contractor Phone Number <b>(475) 675-5972</b>
Billing City, State & Zip Code <b>Simsbury, CT 06070</b>	<input checked="" type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input checked="" type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number <b>5134 022 2041</b>	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

\*Customer unfinanced balance to be paid at completion of project.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Memorandum of Understanding with Simsbury Volunteer Ambulance Association for Reimbursement of Radio System Equipment

2. **Date of Board Meeting:** July 12, 2021

3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager

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

If the Board of Selectmen supports the proposed agreement with SVAA, the following motion is in order:

*Move, effective July 12, 2021, to approve the Memorandum of Understanding with the Simsbury Volunteer Ambulance Association regarding the reimbursement of costs associated with the public safety radio system equipment, and authorize Town Manager Maria E. Capriola to execute the agreement.*

5. **Summary of Submission:**

As you know, a capital project to upgrade and replace the existing public safety radio system was approved through the FY21 budget process. This project is to replace the infrastructure and equipment related to the current public safety radio system, as it has reached the end of its useful life. The new system co-locates on the existing infrastructure used by the Simsbury Fire District, and improves redundancy for the Town and Fire District systems. The Town system is used by the Police Department, the Department of Public Works, the Board of Education and the Simsbury Volunteer Ambulance Association (SVAA).

The capital project approval included authorization for the Town to issue bonds in the amount of \$1,202,000 to finance this project. SVAA's total share of the project costs is \$70,805.10. The attached memorandum of understanding (MOU) outlines a reimbursement plan for these costs. Under the proposed MOU, SVAA will make annual payments to the Town each year for ten consecutive years; this timeline matches the useful life for the radio system equipment.

This MOU has been reviewed by the Town Attorney.

6. **Financial Impact:**

The total appropriation for the radio system project was \$1,202,000. Under the proposed MOU, SVAA will reimburse the Town for the funds expended related to the purchase and installation of SVAA's portable (\$30,664.00) and mobile radios

(\$5,827.50), as well as for the site work and equipment associated with the EMS subsystem (\$34,313.60).

At a total cost of \$70,805.10, the annual payment from SVAA to the Town will be \$7,080.51 each year for ten consecutive years.

As a bond-funded project, the Town is paying interest related to this project. With the low interest rate obtained through the bond sale, we are paying approximately \$585 per year in interest costs on SVAA's behalf. In the spirit of being a continued partner with SVAA in providing EMS services to our community, staff did not include the interest in the repayment amount, and suggests waiving it.

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

- a) Proposed MOU Between the Town of Simsbury and the Simsbury Volunteer Ambulance Association

**Memorandum of Understanding  
By and Between  
Town of Simsbury and Simsbury Volunteer Ambulance Association**

**REGARDING REIMBURSEMENT TO THE TOWN OF SIMSBURY BY THE SIMSBURY  
VOLUNTEER AMBULANCE ASSOCIATION FOR COSTS RELATED TO THE PUBLIC  
SAFETY RADIO SYSTEM**

This Agreement is made by and between the Town of Simsbury (hereinafter, “the Town”) and the Simsbury Volunteer Ambulance Association (hereinafter, “SVAA”) in regards to the repayment of funds expended by the Town of Simsbury for the public safety radio system.

**WHEREAS**, the public safety radio system is used by the Simsbury Police Department, Simsbury Department of Public Works, the Simsbury Board of Education, and SVAA; and,

**WHEREAS**, a capital project to upgrade and replace the existing radio system was approved during the FY2021 budget process; and,

**WHEREAS**, the project approval included authorization for the Town to issue bonds in the amount of \$1,202,000 to finance this project; and,

**WHEREAS**, SVAA’s total share of the project costs is \$70,805.10, and the equipment has an expected life of ten years; and,

**THEREFORE NOW**, the parties agree as follows:

1. The Town will expend the funds necessary to complete the implementation of the new system.
2. SVAA will reimburse the Town for funds expended related to the purchase and installation of SVAA’s portable (\$30,664.00) and mobile radios (\$5,827.50), as well as for the site work and equipment associated with the EMS subsystem (\$34,313.60).
3. At a total cost of \$70,805.10, the annual payment from SVAA to the Town will be \$7,080.51 each year for ten consecutive years.
4. SVAA will make payment to the Town no later than July 31 each year, starting July 31, 2021.
5. SVAA maintains the right to pay down the total amount due ahead of schedule.
6. Should SVAA require an extension of payment at any point during the ten-year period, a written request shall be submitted to the Town Manager by the Executive Director of SVAA for consideration. The Town Manager will have discretion in granting extensions as needed, but in no event shall the repayment term exceed ten years.

\_\_\_\_\_  
Maria E. Capriola  
Town Manager  
Town of Simsbury

Date

\_\_\_\_\_  
Karin Stewart  
Executive Director  
Simsbury Volunteer Ambulance Association

Date



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 21/22 Non-Union Compensation

2. **Date of Board Meeting:** July 12, 2021

3. **Individual or Entity Making the Submission:**

Melissa A.J. Appleby, Deputy Town Manager

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

If the Board of Selectmen supports the proposed FY 21/22 general wage increase for staff in unaffiliated positions, the following motion is in order:

*Move effective, July 12, 2021, to approve a 2.35% general wage increase for unaffiliated staff in a non-probationary status, retroactive to July 1, 2021 pending a satisfactory annual performance evaluation, and that the salary ranges for those classifications be adjusted accordingly.*

5. **Summary of Submission:**

Section 903 of the Town Charter states that “the salaries, wages, or other compensation of all officers and all employees of the Town...shall be determined by the Board of Selectmen.” The Town negotiates wage increases for its union employees during the collective bargaining process. Recommended changes in compensation and/or benefits for unaffiliated positions have been brought to the Personnel Sub-Committee, then to the full Board of Selectmen for consideration.

At their July 8, 2021 meeting, the Personnel Sub-Committee reviewed and endorsed a 2.35% general wage increase (GWI) for unaffiliated positions for FY21/22.

The attached spreadsheet shows the current pay rates for the unaffiliated positions, as well as the classification salary ranges. The columns to the right of the current wages reflect the proposed 2.35% GWI for FY21/22. The 2.35% proposed increase was included in the approved FY21/22 budget.

The GWI would be awarded once a performance review is completed in August to early-September and a satisfactory rating is achieved. This is consistent with past practice.

Since we are continuing to share Financial Management Services with the Board of Education, two scenarios are presented for the Finance Director position (Town only, Town and BOE combined). The Board of Education has been compensating the Town for the difference in salary for the shared Director position. The shared financial

management services arrangement has been beneficial and was recently codified for a 5-year term.

Health insurance plan design changes were implemented for this employee group on April 1, 2021. Those changes are consistent with the AFSCME and Dispatcher groups, and these changes will be implemented for IBPO as well.

*Internal Comparison*

The negotiated general wage increase for Dispatchers and AFSCME is 2.35% for FY 21/22. The negotiated GWI for IBPO is 2.50%. Non-union staff for the Board of Education received a 2.50% GWI for FY 21/22, but the health insurance plan changes were not made for that group.

*External Comparison*

CCM data from May 2021 indicates that the average FY21/22 state-wide general wage increase for negotiated contract settlements is 2.25% with a mode of 2.25%.

**6. Financial Impact:**

The estimated impact of the 2.35% general wage increase in FY21/22 is \$34,221 or \$36,839 when payroll taxes are factored in (6.2% for social security, 1.45% for Medicare). Based on the CCM salary data for negotiated settlements that was available during budget preparation, we budgeted 2.35% in contingency for a GWI for our unaffiliated employees. We also budgeted for the estimated impact of the wage increase on payroll taxes in the appropriate benefits line item.

The health insurance plan design changes for non-union staff implemented in April are anticipated to generate annual savings of approximately \$10,000.

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

a) Unaffiliated Salary Chart



Position	FY 20/21 (2.25%)			FY 21/22 (2.35%)		
	Minimum	Maximum	Current	Minimum	Maximum	Proposed
Chief of Police	85,606	144,353	144,353	87,618	147,746	147,746
Deputy Chief of Police	124,745	131,187	131,187	127,677	134,270	134,270
Deputy Town Manager	101,657	139,110	114,391	104,046	142,379	117,079
Director of Culture, Parks and Recreation	74,905	123,059	120,384	76,666	125,951	123,213
Director of Finance	85,606	144,353	144,353	87,618	147,746	147,746
<i>Director of Finance Shared with BOE</i>	<i>94,167</i>	<i>158,789</i>	<i>158,789</i>	<i>96,380</i>	<i>162,520</i>	<i>162,520</i>
Director of Planning and Community Development	80,256	128,409	120,384	82,142	131,427	123,213
Director of Public Works	85,606	137,012	137,012	87,618	140,232	140,232
Employee Benefits & Human Resources Coordinator	58,854	80,256	79,880	60,237	82,142	81,757
Library Director	74,905	115,789	115,789	76,666	118,510	118,510
Management Specialist	62,792	83,722	68,024	64,267	85,690	69,623
Outreach Worker	No Min.	19.95	19.51	No Min	20.42	19.97
Town Engineer	85,606	128,409	121,655	87,618	131,427	124,514

Notes: The Outreach Worker is part time and hourly



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectman References to Town Manager When Appropriate Due to Change in Form of Government
2. **Date of Board Meeting:** July 12, 2021

3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager

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

If the Board of Selectmen approves the proposed omnibus amendment, the following motion is in order:

*Move, effective July 12, 2021, to adopt the proposed omnibus amendment to the Code of Ordinances as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published.*

If the Board of Selectmen approves the proposed housekeeping changes to the Personnel Rules and Regulations, the following motion is in order:

*Move, effective July 12, 2021, to approve the proposed changes to the Personnel Rules and Regulations as presented.*

5. **Summary of Submission:**

A public hearing on the proposed omnibus amendment to the Code of Ordinances was held earlier this evening.

In December 2017, the Town of Simsbury's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen. At that time, the chief executive officer of the Town changed from the First Selectman to the Town Manager. Since that time, any authority granted to the chief executive officer through Charter, ordinance, policy, or resolution has been presumed to be vested in the Town Manager.

In the Code of Ordinances alone, there are a large number of references to the First Selectman. This does not include references in the Charter, Town policies, Board of Selectmen resolutions, and other documents that may include references to the responsibilities and authority of the chief executive officer. As a matter of housekeeping, staff and the Town Attorney are recommending an omnibus amendment to the Code of

Ordinances that changes First Selectman references to Town Manager where appropriate.

In addition, staff and the Town Attorney are recommending amendments to the Personnel Rules and Regulations to change all references from the First Selectman to the Town Manager where appropriate. The review of these housekeeping amendments was referred to the Personnel Sub-Committee at the June 28, 2021 Board of Selectmen meeting. At their meeting on July 8, 2021, the Personnel Sub-Committee endorsed the proposed changes and recommended that the changes be forwarded to the full Board of Selectmen for approval.

Section 404 of the Town Charter sets forth the requirements for a public hearing on and publication of an ordinance. The Board of Selectmen is required to have at least one public hearing on a new or amended ordinance, which was held earlier this evening. We are required to give at least 7 days' notice in a newspaper having general circulation in the town. The Town Clerk also posts the notice in a public place, and copies of the ordinance must be available at the Town Clerk's Office. We also post the ordinance on the Town's webpage. A second hearing must be held if substantive changes are made to the proposed ordinance amendments (as determined by Town Counsel).

Once the amendments to the ordinance are passed, it must be filed with the Town Clerk and posted in its entirety or in summary form within 10 days after final passage. The Board of Selectmen needs to approve use of a summary. The ordinance would become effective on the twenty-first day after final publication.

**6. Financial Impact:**  
None

**7. Description of Documents Included with Submission:**  
b) Proposed Amendments to the Code of Ordinances  
c) Proposed Amendments to the Personnel Rules and Regulations

**TOWN OF SIMSBURY**

**BOARD OF SELECTMEN**

**AMENDMENTS TO VARIOUS SECTIONS OF THE CODE OF ORDINANCES  
TO CONFORM THE CODE TO THE SIMSBURY TOWN CHARTER**

**WHEREAS**, in December 2017, the Town of Simsbury adopted a revised Charter which changed the Town's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen; and

**WHEREAS**, as a result of the Charter change, the chief executive officer of the Town changed from the First Selectman to the Town Manager; and

**WHEREAS**, since the effective date of the 2017 Charter, the authority granted to the Town Manager as the chief executive officer by the various sections of the Charter requires an amendment to the corresponding sections of the Code of Ordinances to vest that authority in the Town Manager; and,

**WHEREAS**, the 2017 Charter eliminates the Health and Welfare and Human Relations Commissions; and

**WHEREAS**, the elimination of the two Commissions within the Charter requires the repeal of the ordinances related to those Commissions.

**NOW, THEREFORE, BE IT RESOLVED**, that the following Sections of the Code of Ordinances are hereby amended as indicated (deletions are indicated by strike-through, insertions are indicated in brackets):

**A. CHAPTER 11, LOCAL EMERGENCIES**

**11-2 Declaration of Local Disaster or Emergency**

The ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, acting pursuant to Connecticut General Statutes Section 28-8a, is authorized to declare a local disaster or emergency when there exists within the Town of Simsbury conditions constituting a major disaster or emergency, as those terms are defined by Connecticut General Statutes Section 28-1.

### **11-3 Effect of Declaration**

Upon the issuance of such declaration, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, shall exercise all the powers and authority granted to the municipality and/or its chief executive officer under Connecticut General Statutes Chapter 517, as amended.

### **11-5 Activation of Emergency Operation Center**

Upon the declaration of disaster or emergency, the ~~First Selectman~~ [Town Manager], or in his or her absence or incapacity the Deputy ~~First Selectman~~ [Town Manager], or in his or her absence the Board of Selectmen, in conjunction with the Emergency Management Director, is authorized to activate the Emergency Operations Center, open one or more emergency shelters, designate evacuation routes and take such action as is necessary to protect public health and safety.

## **B. CHAPTER 13, CODE OF ETHICS**

### **13-12(A) Acknowledgment Form**

Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the ~~First Selectman~~ [Town Manager], indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1003 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.

### **Attachment 2 Board of Ethics Guidelines for Gifts and Favors**

...offered the same benefit; AND (b) the event is approved in advance by the ~~First Selectman~~ [Town Manager] in the case of Town officials and employees, or the Superintendent of ... of Board of Education officials and employees. Any such approvals by the First ...

## **C. CHAPTER 21, FUNDS**

### **21-3 Open Space Committee**

For purposes of this chapter ~~there may be established pursuant to Section 403 of the Town Charter~~ an [The] Open Space Committee [as established in section 615] (hereinafter referred to as "Committee") to assist the Board of Selectmen in administering the fund. If so established by appropriate resolution, the Committee shall consist of the First Selectman, Chairman of the Planning Commission, Chairman of the Conservation Commission, Chairman of the Zoning

Commission, or their designees, and one other member to be appointed by the Board of Selectmen. The Committee shall establish rules of procedure for the conduct of its business.

**21-4(A) Selection of Criteria for Land to be Considered for Acquisition and Preservation**

The types of undeveloped or underdeveloped land, or development rights with respect to such land, to be considered by the Board of Selectmen for acquisition wholly or partially with moneys from the fund must be land or development rights the ownership of which would be consistent with the general purposes of this chapter. The Committee shall work with town staff and the Board of Selectmen to identify land or development rights for the purposes of this chapter. If requested by the ~~First Selectman~~ [Town Manager], the Committee may solicit potential sellers and may negotiate transactions to be recommended to the Board of Selectmen for approval for acquisition.

**21-5 Approval; Administrative**

Determination that a particular parcel of land or development rights thereto is to be acquired with moneys in the fund shall be made solely by the Board of Selectmen after recommendation from the Committee ~~and by the Town Meeting if required by Section 503(h) of the Town Charter.~~ Referral to the Simsbury Planning Commission shall be made pursuant to Connecticut General Statutes, § 8-24. The fund shall be administered by the ~~First Selectman~~ [Town Manager] and appropriations made from the fund by the Board of Finance as directed by the Board of Selectmen in accordance with the provisions of this chapter and the Town Charter.

**REPEAL OF CHAPTER 23, HEALTH AND WELFARE COMMISSION**

Delete in its entirety:

**~~Section 23-1 Creation~~**

~~Pursuant to the General Statutes of Connecticut, Chapters 98 and 99, Sections 7-148 through 7-201, and the Charter of the Town of Simsbury, Chapter VII, Section 708, there is hereby created a Health and Welfare Commission in the Town of Simsbury with full powers and authority as set forth in said statutes.~~

**~~Section 23-2 Membership; Appointment and Term; Compensation~~**

~~The Health and Welfare Commission shall consist of nine electors of the town. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of four years, except that of those first appointed four shall be appointed for a two-year term and the remainder for the full four year term. Biennially thereafter, the Selectmen shall appoint in the manner provided herein either four or five members to this Commission. The members shall serve without compensation.~~

**~~Section 23-3 Officers; Rules and Regulations~~**

~~Members of the Commission shall elect a Chairperson, Vice Chairperson and a Clerk for a period of one year. The Commission shall have the power to adopt rules and regulations for its~~

government, and the conduct of business within its jurisdiction, which shall be established within six months of the date this chapter becomes effective.

**~~Section 23-4 Powers and duties.~~**

~~The Commission shall be responsible for investigating the health, mental health and welfare needs of the citizens of the town and shall assist public and private agencies in the implementation of programs and facilities in the areas of health, mental health and welfare. The Commission shall have such other powers and duties not inconsistent with the Charter as may be prescribed by the Board of Selectmen.~~

**REPEAL OF CHAPTER 26, HUMAN RELATIONS COMMISSION**

Delete in its entirety:

**~~Section 26-1 Creation~~**

~~Pursuant to the Charter of the Town of Simsbury, Chapter VII, Section 709, there is hereby created a Human Relations Commission in the Town of Simsbury with full powers and authority as set forth in said statutes.~~

**~~Section 26-2 Membership; Appointment and Term~~**

~~The Human Relations Commission shall consist of three members. The members shall be appointed by the First Selectman with approval of the Board of Selectmen and shall serve a term of two years. Biennially thereafter, the Selectmen shall appoint three members to this Commission.~~

**~~Section 26-3 Powers and Duties~~**

~~The Commission shall be responsible for advising and assisting in the elimination of all discrimination against any individual or individuals because of race, color, religious creed, disability, national origin or ancestry. In pursuing these goals, the Commission shall have the duty to foster mutual understanding and respect, to encourage equality of treatment, to develop a community wide program of education, to investigate and mediate complaints and seek compliance with federal, state and other governmental laws and regulations and to assist public and private agencies in the implementation of these goals and programs upon the request of such agencies or any person or persons. The Commission shall have such other powers and duties not inconsistent with the Charter as may be prescribed by the Board of Selectmen.~~

**F. CHAPTER 48, PERSONNEL**

**48-4(A) and (B) Position Descriptions**

(A) The ~~First Selectman~~ [Town Manager] shall prepare or cause to be prepared initial position descriptions for all existing positions and present them to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975[ of each year following the municipal election].

(B) The ~~First Selectman~~ [Town Manager] shall prepare or cause to be prepared new or revised position descriptions from time to time as appropriate and submit them to the Board of Selectmen for approval. No new permanent full-time employees will become employed by the town until a position description has been prepared, recommended by the ~~First Selectman~~ [Town Manager] and approved by the Board of Selectmen, except when unusual circumstances require a temporary departure from this standard.

#### **48-5 Compensation Plan and Personnel Guidelines**

The ~~First Selectman~~ [Town Manager] shall also prepare or cause to be prepared the compensation plan and personnel guidelines and rules referred to in §48-3 above. They shall be referred to the Board of Selectmen for review at or before the first meeting of the Board of Selectmen in December 1975.

#### **48-7 Personnel and Collective Bargaining Committee**

The ~~First Selectman~~ [Town Manager] and the Board of Selectmen shall be assisted by the Personnel and Collective Bargaining Committee of the Board of Selectmen in fulfilling their obligations as outlined above. All newly created positions will be referred to this Committee prior to action by the full Board. This Committee will also be advised of plans to hire or promote employees at department head level so that assistance can be provided in screening candidates and so that the Committee will be able to recommend action to the full Board when appropriate.

### **G. CHAPTER 52, POLICE COMMISSION**

#### **52-4 Powers and Duties**

##### **B.**

Specifically, the Police Commission shall also have the following specific powers and duties:

##### **(3)**

Personnel matters. The Police Commission shall be responsible for personnel matters within the Police Department, including but not limited to the appointment and removal, after receiving and considering comments from the Chief of Police and subject to such rules and regulations concerning town employees as may be adopted by the Board of Selectmen pursuant to the provisions of Chapter X of the Charter, of all other officers and employees of the Police Department. Said powers of appointment and removal shall include the appointment and removal of an Animal Control Officer, whose appointment shall be subject to the approval of the ~~First Selectman~~ [Town Manager] and whose powers and duties shall be as provided in Chapter 435 of the Connecticut General Statutes, as amended.



## **H. CHAPTER 63, ALCOHOLIC BEVERAGES**

### **63-2(A) Possession or Consumption in Town Buildings Limited; Permit Required**

Exception to prohibition; permit required. Notwithstanding the provisions of this §63-2, any person may possess and consume alcoholic liquor in Town-owned buildings, excluding buildings operated by the Board of Education, if a written permit so authorizing said possession and consumption has been obtained from the office of the ~~First Selectman~~ [Town Manager] for a specific event on a specific date or dates. Such a permit may be issued by the ~~First Selectman~~ [Town Manager] upon receipt of a completed application on a form approved by the Board of Selectmen and upon a determination by the Board of Selectmen that the issuance of the permit will not be detrimental to the public safety, health or welfare or result in a violation of any other ordinance of the Town, or state or federal law.

## **I. CHAPTER 75, OPEN BURNING**

### **75-1 SUBSECTION 4 Open Burning Official**

Any person appointed by the ~~First Selectman~~ [Town Manager] and certified by the Commissioner.

## **J. CHAPTER 100, GIFT POLICY**

### **100-5(A) Administrative Procedures**

Before a donor offers a gift of personal property to the town which does not exceed \$1,500 in value, the donor shall discuss the proposed gift with the Director of Finance if the gift is to be directed to a specific program or department or with the ~~First Selectman~~ [Town Manager] if the proposed gift is intended for system-wide use by the town. The Director of Finance may accept any such gift not in excess of \$1,500 in value if he determines that acceptance of the gift is consistent with the goals of the town.

## **K. CHAPTER 106, LITTERING**

### **106-3(A) Notice to Remove Litter, Failure Comply; Assessment of Costs and Expense**

The ~~First Selectman~~ [Town Manager] or his authorized representative is hereby authorized and empowered to notify the owner of any private property within the town or the agent of such owner to dispose of litter located on such owner's property which is unsightly or dangerous to public health, safety or welfare. Said notice shall be by registered or certified mail, return receipt requested, addressed to such owner at the address shown on the last completed grand list or to his agent at his last known address.

## **L. CHAPTER 120, PEDDLERS AND HAWKERS**

### **120-8(B) Suspension and Revocation of Licenses**

Notice of any suspension shall be in writing and shall be issued by the Town Clerk, who shall state therein the reasons for the suspension and shall further give notice of the date and time of the revocation hearing scheduled before the ~~First Selectman~~ [Town Manager]. A notice of hearing for revocation of license shall set forth specifically the ground(s) of the complaint. The Town Clerk shall mail the suspension and revocation hearing notice by certified mail to the last known address of the license holder at least seven days before said scheduled revocation hearing.

**M. CHAPTER 123, BLIGHTED AND UNSAFE PREMISES**

**123-3 Subsection 2 Blight Prevention Officer**

Such individual as is designated by the ~~First Selectman~~ [Town Manager] to act as the Blight Prevention Officer.

**123-3 SUBSECTION 4 Building Citation Office**

Any individual(s) appointed by the ~~First Selectman~~ [Town Manager] to conduct hearings authorized by the Simsbury Code of Ordinances.

**N. CHAPTER 133, SOLID WASTE**

**133-7(c) Revocation or Suspension of License or Registration**

Request for review; filing; effect of failure to file. If a collector objects to the Director's action described in Subsection B above to revoke or suspend such collector's license or registration, he may, within the five calendar days of issuance of said notice, file a written request for review with the ~~First Selectman~~ [Town Manager] at which review the collector may present evidence to attempt to demonstrate that he has not violated this article or that the penalty for the violation should be mitigated for good cause. Failure to file such timely request for review shall make the Director's action final and binding upon such collector.

**TOWN OF SIMSBURY**

**BOARD OF SELECTMEN RESOLUTION**

**AMENDMENTS TO CHAPTER A160 PERSONNEL RULES AND REGULATIONS  
CHAPTER A161, PURCHASING AND A162, RULES OF PROCEDURE**

**WHEREAS**, in December 2017, the Town of Simsbury adopted a revised Charter which changed the Town's form of government changed from First Selectman-Board of Selectmen to Town Manager-Board of Selectmen; and

**WHEREAS**, as a result of the Charter change the chief executive officer of the Town changed from the First Selectman to the Town Manager; and

**WHEREAS**, since the effective date of the 2017 Charter, the authority granted to the Town Manager as the chief executive officer by the various sections of the Charter requires an amendment to the corresponding sections of the Personnel Rules and Regulations, the Purchasing Policy and the Rules of Procedure (collectively "the Policies") to vest that authority in the Town Manager; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the following Sections of the Policies are hereby amended as indicated (deletions are indicated by strike-through, insertions are indicated in brackets):

Pursuant to Chapter A160, Section 2(B) of the Personnel Rules and Regulations, the following amendments are hereby adopted:

**A160-2.00 Administration**

**A.**

In accordance with Section 602 of the Town Charter, the ~~First Selectman~~ [Town Manager] is the Personnel Director for the Town with the exception of Board of Education employees. ~~The First~~

~~Selectman~~ [Town Manager] may, from time to time as he or she deems necessary, delegate duties and responsibilities to a designee for the purpose of carrying out these rules and regulations.

**B.**

The Board of Selectmen may establish, rescind or amend such administrative procedures as it may consider necessary for implementation of these Personnel Rules and Regulations. Such Personnel Rules and Regulations and any amendments thereto shall become effective upon being approved by resolution of the Board of Selectmen.

**C.**

The ~~First Selectman~~ [Town Manager] shall be responsible for the proper administration of these rules and regulations. The Board of Selectmen may revise these Personnel Rules and Regulations as appropriate.

**A160-3.00 Personnel Records**

Personnel Records for Town employees shall be maintained by the ~~First Selectman~~ [Town Manager], who shall also maintain records of all official acts under the Personnel Rules and Regulations. Employees may examine their own personnel records in accordance with the procedures established by the ~~First Selectman~~ [Town Manager] and state and federal law.

**A160-3.10 Personnel Reports**

Department heads shall promptly submit data on proposed appointments, status changes, or separations pertaining to the classified service at such time, in such form, and with such supporting information as these rules prescribe or as the ~~First Selectman~~ [Town Manager] deems necessary.

**A160-4.00 Recruitment Policy**

**A.**

The Town of Simsbury, as an Equal Employment Opportunity Employer, will consider applicants for employment with the Town and candidates for promotion on the basis of their qualifications for a position without regard to race, color, religious creed, age, sex, national origin, ancestry, marital status, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, except in the case of a bona fide occupational qualification or need, and to treat applicants and employees in a nondiscriminatory fashion. The Town conforms to all related state and federal law.

**B.**

Department heads will submit requisitions to fill position openings to be authorized by the ~~First Selectman~~ [Town Manager]. Applications are accepted only when there is an opening that is listed as a job vacancy.

**A160-4.10 Employment Administration**

**A.**

The ~~First Selectman~~ [Town Manager], with the assistance of the department heads, is responsible for the administration of all employment policies and procedures, including, but not limited to, posting job openings, recruitment, advertising, interviewing (including oral exam panels), testing, screening, reference checking, referring qualified applicants, certifying candidates, orientation and induction, and Affirmative Action.

**B.**

Nothing in this section shall diminish or alter the responsibility of the Police Commission for personnel matters within the Police Department as set forth in Section 715 of the Charter of the Town of Simsbury.

**A160-4.20 Announcements**

**A.**

The ~~First Selectman~~ [Town Manager] shall make known vacancies in the classified services by posting announcements for such vacancies on official bulletin boards and at least one newspaper having a general circulation in the area and in such other places as may be deemed necessary. Announcements for promotional vacancies will be posted on official bulletin boards.

**B.**

Announcements shall specify the title and salary range of the position, the essential functions to be performed, minimum qualifications of prospective applicants and other information the ~~First Selectman~~ [Town Manager] deems pertinent. Applications provided by the ~~First Selectman~~ [Town Manager] shall be made on forms that include the Town's Equal Employment Opportunity statement.

**A160-4.50 Establishment of Employment Lists**

**A.**

Employment lists, in rank order, shall be of three kinds: eligible list, promotional list, and re-employment list.

**B.**

The ~~First Selectman~~ [Town Manager] shall establish and maintain such lists for the various classes of positions in the competitive service as deemed necessary or desirable to meet the needs of the service. The names of eligible candidates shall be placed on promotional lists and eligible lists in the order of their grades.

**A160-4.60 References**

**A.**

As part of the pre-employment procedure, former supervisors, employers and references provided by candidates are verified by the ~~First Selectman~~ [Town Manager] in consultation with the department head. References and other checks (which may include but not be limited to motor vehicle, credit status, criminal and financial histories, as well as verification of education, employment history and professional license) are documented and made part of the applicant's file, with the exception of candidates for a sworn position within the Police Department. These background checks are made prior to an offer of employment, and the information is part of the applicant's file. All such information is handled as confidential information to the extent permitted by applicable law.

**B.**

Reference checks of candidates for a sworn position within the Police Department shall be a part of an extensive background check conducted by the Police Department and shared with the Chief of Police, ~~First Selectman~~ [Town Manager] and Police Commission, upon request, during the hiring process. Such backgrounds shall remain in the confidential possession of the Chief of Police and be made available to the ~~First Selectman~~ [Town Manager], and Police Commission, upon request.

**A160-4.70 Disqualification**

**A.**

Reasons for disqualification. The ~~First Selectman~~ [Town Manager] may reject any application:

**(1)**

Which indicates on its face that the applicant does not possess the minimum qualifications required for the position;

**(2)**

Which was not filed by the announced closing date for receiving applications, unless prior to such date an extension of time has been publicly announced;

**(3)**

If the applicant cannot perform the essential functions of the job for which he or she seeks employment, or, if the individual is disabled within the meaning of the ADA, cannot perform the essential functions of the job even with reasonable accommodation; or

**(4)**

If the applicant has made any false statement of material fact or practiced any deception or fraud in his/her application.

**B.**

Notification. Whenever any application is disqualified, the ~~First Selectman~~ [Town Manager] shall give written notice to the applicant of such rejection, by first class mail addressed to the latest address on the application form.

### **A160-5.10 Notification of Probationary Appointment**

At the time of appointment, the ~~First Selectman~~ [Town Manager] notifies the appointee, in writing, of the following: Wage or salary; Hours of employment; Flex-time schedule where applicable; Wage payment schedule; and The job description of the position for which he/she had been hired.

### **A160-5.30 Probationary Period**

For securing the most effective adjustment of a new employee to his/her position and for determining that an employee's work meets required standards, all appointments are for a probationary period, normally not to exceed one year. The department head may extend the probationary period with the approval of the ~~First Selectman~~ [Town Manager].

#### **A.**

Evaluation of performance. During the probationary period, the ~~First Selectman~~ [Town Manager] or his/her designee shall evaluate the job performance of the employee; and, where appropriate, complete a written evaluation. The extent and type of the evaluation shall be determined by the ~~First Selectman~~ [Town Manager].

#### **B.**

Dismissal. During the probationary period, the ~~First Selectman~~ [Town Manager] may terminate an employee. Such termination shall be based on the ~~First Selectman's~~ [Town Manager's] assessment of the needs of the Town and the employee's job performance. Criteria for dismissal would include, but not be limited to, demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performance, misrepresentations in the application, incompatibility with supervisor, or any other criteria determined to be relevant to the decision of the ~~First Selectman~~ [Town Manager]. Notification of such dismissal shall be in writing.

### **A160-5.40 Notification of Regular Appointment**

Upon the successful completion of the probationary period, the ~~First Selectman~~ [Town Manager] or his or her designee shall notify the employee in writing of regular appointment. A Regular Employee is one who has successfully completed his or her probationary period.

### **A160-5.50 Emergency Appointments**

#### **A.**

For the purposes of this section, the term "emergency" is defined as meaning an instance in which public business would be stopped or causes a serious loss or inconvenience to be brought upon the public if not addressed.

#### **B.**

In an emergency, the ~~First Selectman~~ [Town Manager] may authorize the appointment of any qualified person to a vacant position when the ~~First Selectman~~ [Town Manager] believes the appointment is necessary to prevent stoppage of public business or loss or serious inconvenience

to the public. Such appointment is valid for the duration of the emergency without regard to the rules affecting appointments.

**A160-6.00 Classification Plan**

The ~~First Selectman~~ [Town Manager] is responsible for the preparation of a classification plan which shall become effective upon approval by resolution of the Board of Selectmen. The classification plan is a statement of the essential functions of each position in the classified service, of the minimum qualifications for appointment, and of the pay ranges for such positions. All positions in the classified services are grouped into pay grades. Written job descriptions are prepared for each position.

**A160-6.10 Position Classification**

The classification plan as submitted by the ~~First Selectman~~ [Town Manager] and approved by the Board of Selectmen reflects the Town's assessment of the essential functions of each position and the skills and experience necessary to perform the essential functions.

**A160-6.20 Reclassification**

When the ~~First Selectman~~ [Town Manager] determines that the duties of a position have changed materially so as to necessitate its reclassification, that position may be allocated to a more appropriate pay grade, whether newly created or currently existing, in the manner set forth above.

**A160-7.00 Pay Plan**

The ~~First Selectman~~ [Town Manager] shall prepare and submit to the Board of Selectmen a pay plan for each grade in the classified service, showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration may be given to the Town's financial conditions and policies, prevailing rates of pay for comparable work in the general labor market area, conditions of work, and suggestions of department heads.

**A160-7.10 Pay Plan Review**

The ~~First Selectman~~ [Town Manager] shall review the plan annually and recommends to the Board of Selectmen necessary revisions to reflect the Town's goals, priorities, needs and economic conditions and to attract and retain qualified personnel in the classified service.

**A160-7.20 Starting Salary Rates for Regular Full-Time Employees**

**A.**

Placement on salary/wage schedule. The starting rate of pay offered for recruitment purposes is normally the minimum rate of the pay ranges. The ~~First Selectman~~ [Town Manager] may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the ~~First Selectman~~ [Town Manager] determines in his or her sole discretion that such action is appropriate.

**B.**

Starting rate on return from military service. Any regular employee who leaves the Town service to enter the armed forces shall be reinstated to the extent required by state and federal law;



## **A160-7.30 Salary Rates for Other than Full-Time Employees**

### **A.**

Regular part-time employees. Such employees are paid on an hourly basis at the wage schedule rate for specific positions.

### **B.**

Wage schedule for part-time, seasonal and temporary employees. Employees who work less than 1/2 the normal work week, or less than 10 months per year, are paid the legally required state minimum wage rate.

### **(1)**

Exceptions to this wage schedule may be based on the needs of the Town and made for employees with special skills, experience, or as the labor market requires, at the discretion of the ~~First Selectman~~ [Town Manager].

### **(2)**

Specific wage schedules for part-time, seasonal and temporary employees are maintained and reviewed annually by department heads and recommended to the ~~First Selectman~~ [Town Manager].

### **C.**

Hourly employees. All hourly employees are paid for the actual number of hours worked during the pay period, including 1 1/2 times their regular rate of pay for any hours worked in excess of 40 in a single work week.

### **D.**

Salaried employees.

### **(1)**

All salaried employees are paid their annual salary divided by the number of pay periods per year.

### **(2)**

Salaried, non-exempt employees are paid 1 1/2 times their regular rate of pay for any hours worked in excess of 40 in a single work week.

### **(3)**

Salaried, exempt employees are not eligible for overtime.

### **E.**

Compensatory time in lieu of overtime. Employees eligible for overtime payment may request, in writing, to receive compensatory time off in lieu of overtime payments in accordance with Section 8.10C of these Personnel Rules and Regulation.

### **A160-8.00 Attendance**

#### **A.**

All departments maintain attendance records for employees during each respective pay period and furnish reports of such attendance annually to the ~~First Selectman~~ [Town Manager].

#### **B.**

Excessive or habitual lateness, absenteeism, or falsification of time records are considered serious infractions and will lead to discipline, up to and including dismissal.

#### **C.**

The usual work week is considered to be at least 40 hours per week, Monday through Friday, subject to any differences that may apply to represented employees under applicable collective bargaining agreements.

#### **D.**

Time records will be kept for exempt and non-exempt employees indicating sick, personal, vacation or other paid leave time utilized. All departments maintain attendance records for employees during each respective pay period and furnish reports of such attendance to the ~~First Selectman~~ [Town Manager].

#### **E.**

Exempt employees will complete time sheets indicating the time the employee begins work and the time the employee discontinues work at the end of the day.

#### **F.**

Non-exempt employees must accurately record on a daily basis the time they begin and end their work, as well as the beginning and ending time for each meal period. The beginning and ending time of any partial day worked or a departure from work early for personal reasons should be recorded on the time record. The employee also shall enter all overtime hours worked.

### **A160-8.10 Overtime**

#### **A.**

Hourly and non-exempt employees. Hourly and non-exempt employees are compensated at overtime rates in accordance with applicable state and federal wage and hour laws. Represented employees should refer to their collective bargaining agreement for specific information regarding overtime pay or compensation.

**B.**

Exempt employees. It is expected that exempt employees shall normally work a minimum of 40 hours per week and are required to work as many hours as necessary to satisfactorily perform their job duties without regard to hours per day, week or month. Since attendance at meetings of Town agencies shall be considered part of the duties of the position and not eligible for compensation, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner.

**C.**

Compensatory time.

**(1)**

Compensatory time may be given to hourly and non-exempt employees in lieu of overtime pay with the prior written approval of the First Selectman or his/her designee. All requests for compensatory time in lieu of overtime pay must be made in writing by the employee requesting such time to the ~~First Selectman~~ [Town Manager]. Employees meeting these requirements will be provided with 1 1/2 hours of compensatory time for every one hour worked in excess of 40 hours in a single work week.

**(2)**

Exempt employees are required to work as many hours as necessary to satisfactorily perform their job duties and therefore are generally not entitled to compensatory time. However, in extraordinary situations, exempt employees may be granted compensatory time in the sole discretion of the ~~First Selectman~~ [Town Manager].

**A160-8.20 Outside Employment**

Full-time employees are not allowed to be employed by any entity other than the Town without prior approval of the Town. The ~~First Selectman~~ [Town Manager] shall have sole discretion to determine whether the proposed outside employment will interfere with the employee's duties to the Town and whether to grant or deny approval. Any employee who receives approval and accepts other employment is subject to call to perform his or her regular Town duties first. Once granted, approval may be revoked at any time within the sole discretion of the ~~First Selectman~~ [Town Manager].

**A160-9.10 Vacations**

**(2)**

For employees in Position Level E-3 or above, "service" time includes time accumulated in the same or similar positions with other employers, when previous experience is a prerequisite for

employment. The amount of such additional "service" time shall be subject to approval by the ~~First Selectman~~ [Town Manager].

**C.**

Carry-over of vacation. Vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the ~~First Selectman~~ [Town Manager] may permit the carry-over of up to 10 days for a period not to exceed six months. In the case of the ~~First Selectman~~ [Town Manager], such a carry-over shall be allowed if approved by the Board of Selectmen.

**G.**

Advanced vacation. No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation must be submitted by the department head to the ~~First Selectman~~ [Town Manager], in writing, subject to approval by the ~~First Selectman~~ [Town Manager]. In the case of the ~~First Selectman~~ [Town Manager], approval must be granted by the Board of Selectmen.

**J.**

Sickness while on vacation. An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness, and the request is approved by the ~~First Selectman~~ [Town Manager]. In the case of the ~~First Selectman~~ [Town Manager], approval must be granted by the Board of Selectmen.

**A160-9.20 Sick Leave**

When it is necessary for an employee to take sick leave due to non-occupational illness or disability, the salary of the full-time employee may be continued for a period not to exceed six months upon the approval of the ~~First Selectman~~ [Town Manager] and based on the needs of the Town as determined in the sole discretion of the ~~First Selectman~~ [Town Manager]. Among the factors he or she may choose to consider are the nature of the disability or illness, the service record of the employee, and the recommendation of an attending physician and/or a Town chosen physician. A paid sick leave up to one month's pay may be granted to probationary employees.

**(3)**

The ~~First Selectman~~ [Town Manager] or his/her designee may grant up to five paid sick leave days to any employee who takes leave to address the illness or physical incapacity of a "family member" as defined in the Family Medical Leave Act Policy, Section 9.30 of these Personnel Rules and Regulations.

**E.**

Recording of sick leave. Sick leave days are recorded regularly in the personnel records and the ~~First Selectman~~ [Town Manager] reviews all such records periodically.

#### **A160-9.40 Leaves of Absence**

**B.**

Leave of absence. The ~~First Selectman~~ [Town Manager], upon recommendation of the department head, may grant leaves of absence when necessary, with or without pay, up to a maximum of two months. The ~~Board of Selectmen~~ [Town Manager] may grant leaves of absence for periods longer than two months. Employees on an approved leave of absence will be responsible for the payment of any applicable health insurance premium cost sharing.

**C.**

Bereavement pay. Three paid days off will be allowed for death in the immediate family (spouse, parent, parent-in-law, child, sibling, grandparent or grandchild) and one paid day off for the death of the employee's niece, nephew, aunt or uncle. Nothing contained herein shall prohibit the ~~First Selectman~~ [Town Manager] from granting additional unpaid bereavement leave at his/her discretion.

**D.**

Military leave. The ~~First Selectman~~ [Town Manager] grants military leave upon request for active duty in the National Guard or armed forces in accordance with Section 7-461 of the General Statutes of the State of Connecticut and applicable federal law.

#### **A160-9.50 Holidays**

**(2)**

Two additional holidays will be observed each year. The date of these floating holidays shall be determined by the submission of requested dates by the employee and approval by the ~~First Selectman~~ [Town Manager] based on the needs of the Town.

**(3)**

When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday, the following Monday shall be the day off. Exceptions to this section are at the discretion of the ~~First Selectman~~ [Town Manager].

**B.**

Attendance on days prior to and immediately after a holiday. Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or on leave authorized by the ~~First Selectman~~ [Town Manager] or department head.

#### **A160-9.60 Personal Days**

Subject to the approval of the ~~First Selectman~~ [Town Manager], employees shall be entitled to three paid personal days annually which may be used for personal business that cannot be scheduled during non-work hours. Personal days may not be carried over from year to year.

#### **A160-9.70 Tuition Reimbursement Education Incentive**

**B.**

Prior approval by the department head and ~~First Selectman~~ [Town Manager].

**A160-10.31 Resignation**

**A.**

An employee in good standing desirous of voluntarily leaving the classified service must notify his/her department head at least two weeks before leaving the service, in the form of a written resignation, stating the effective date and reasons for leaving. The ~~First Selectman~~ [Town Manager] may permit a shorter period of notice because of extenuating circumstances. The resignation is forwarded to the ~~First Selectman~~ [Town Manager] with a statement by the department head as to the resigned employee's service performance and pertinent information concerning the reason for the resignation. Failure to comply with this rule may be cause for denying future employment with the Town and loss of accrued vacation time. When possible, an employee who is leaving classified service will be scheduled with the ~~First Selectman~~ [Town Manager], or department head, for an exit interview.

**B.**

Employees are normally expected to provide written notice to the Office of the ~~First Selectman~~ [Town Manager] of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks' written notice shall be considered a "working" notice period: it is expected that an employee will be at work during the period of notice.

**A160-10.32 Layoff**

When a position must be discontinued or abolished for reasons including, but not limited to, a change in job requirements, reorganization, lack of work, or lack of funds, the department head shall submit a report to the ~~First Selectman~~ [Town Manager] together with a recommendation as to the employee to be laid off.

**A.**

Order of layoff. The order of layoff is based on the Town's needs as determined by the ~~First Selectman~~ [Town Manager]. Factors may include, but not be limited to, the employee's relative suitability, competence and performance for the jobs that remain and length of continuous service with the Town except that no regular full-time or regular part-time employee shall be separated while there is a temporary or probationary employee performing duties for which the regular employee is qualified, provided the employee makes application for the position.

**A160-10.35 Dismissal**

At any time during or after the probationary period, a department head, with the approval of the ~~First Selectman~~ [Town Manager], may dismiss an employee whose performance does not meet the required standards or for disciplinary reasons.

**A160-11.00 Disciplinary Action**

Disciplinary action will be determined by the circumstances. The ~~First Selectman~~ [Town Manager] may terminate any employee. The four-step process set forth below is a model, but the ~~First Selectman~~ [Town Manager] need not follow this model and may skip or modify one or more of the steps if the circumstances so dictate. The four model stages are as follows:

### **A160-11.30 Suspension**

The supervisor may remove the employee from his/her job and suspend him/her with or without pay with the signed approval of the department head and ~~First Selectman~~ [Town Manager] for a period not to exceed 30 days. A written memorandum outlines the circumstances leading to the suspension and sets goals for improvement. It is reviewed with and signed by the employee and permanently placed in the employee's personnel file.

### **A160-11.40 Dismissal or Demotion**

If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the employee may be dismissed or demoted by the ~~First Selectman~~ [Town Manager]. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion to the employee.

### **A160-11.50 Hearing**

Prior to dismissal, an employee may request, in writing, a hearing before his/her supervisor and/or the ~~First Selectman~~ [Town Manager]. Upon such written request, the department head and/or ~~First Selectman~~ [Town Manager] will schedule a hearing. (Refer to Section 12, Employee Complaint and Hearing Procedure.)

### **A160-12.22 Regular Full-Time and Regular Part-Time Employees**

#### **(3)**

Complaints not satisfactorily resolved at the department level, or for which a reply is not given in the specified time, are submitted in writing to the ~~First Selectman's~~ [Town Manager's] designee within three working days of the completion of action under (2) above. The ~~First Selectman's~~ [Town Manager's] designee then meets with the employee and such other persons as the ~~First Selectman's~~ [Town Manager's] designee deems necessary for the discussion and settlement of the complaint. The ~~First Selectman's~~ [Town Manager's] designee renders a written resolution of the complaint within six working days of its receipt.

#### **(4)**

Complaints that cannot be satisfactorily resolved by the ~~First Selectman's~~ [Town Manager's] designee may be submitted to the ~~First Selectman~~ [Town Manager] for final decision within three days of completion of action under (3) above. The ~~First Selectman~~ [Town Manager] will investigate and render a final decision within a reasonable time of receipt.

#### **(5)**

The Personnel Sub-Committee substitutes for the ~~First Selectman~~ [Town Manager] on all complaints initiated by persons whose appointment and removal is made by the ~~First Selectman~~ [Town Manager], for the second step in the process. If the matter remains unresolved, these employees may submit a complaint involving suspension, demotion or dismissal only to the full Board of Selectman for final decision within three days of completion of action of the Personnel Sub-Committee.

**(6)**

The ~~First Selectman~~ [Town Manager] and department head, as applicable, is notified immediately of each step of the process. In the case of a supervisor below department head level receiving the first notice, the department head is also notified.

## **CHAPTER A160, PERSONNEL RULES AND REGULATIONS**

### **Attachment 2 – Harassment and Sexual Harassment Policy**

PERSONNEL RULES AND REGULATIONS A160 Attachment 2 Town of Simsbury  
Harassment and Sexual Harassment Policy [Amended 9-12-2011]

A. Introduction. The Town recognizes that sexual harassment can originate from a person of either sex against a person of the opposite or same sex and from peers as well as supervisors. It is the goal of the Town of Simsbury to promote a workplace atmosphere free of discriminatory intimidation, and to that end, harassment of any kind of employees occurring in the workplace or in other settings in which employees may find themselves will not be tolerated. The procedures outlined below in the section entitled Complaints of Harassment and Sexual Harassment equally apply to harassment based on protected characteristics other than sexual harassment, including but not limited to race, color, age, religion, sexual orientation, marital status, ethnicity, ancestry, national origin, disability, or gender identity or expression.

B. Sexual Harassment. 1. Federal and State Law. Sexual harassment is against the law. Title VII of the Civil Rights Act of 1964 is the specific federal law prohibiting sexual harassment. It is also prohibited by the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. Section 46a-60. 2. What is Sexual Harassment? Sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when: a. Submission to conduct is made either explicitly or implicitly a term or condition of an individual's employment; b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Examples of sexual harassment include: a. Offering employment benefits or giving preferential treatment in exchange for sexual favors; A160 Attachment 2:1 Supp 42, Jun 2019 SIMSBURY CODE b. Retaliation against or getting someone back who turns down sexual advances; c. Visual Conduct: leering, making sexual gestures, displaying sexually suggestive objects, pictures, cartoons, calendars, magazines, or posters; d. Verbal conduct: whistling and catcalls making or using derogatory or sexual



comments, epithets, slurs, or jokes. Referring to another person as “doll,” “babe,” “honey,” or a name of this type; e. Verbal sexual advances or propositions, including repeated and unwanted requests for a date; f. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual; g. Obscene or sexually orientated computer or phone mail messages, suggestive or obscene letters, notes or invitations; h. Physical conduct, such as touching, an unwanted neck and shoulder massage, assault, impeding or blocking movements; and i. Repeated and unwelcome comments about one’s physical appearance or attire.

C. Complaints of Harassment or Sexual Harassment. Any employee who believes that s/he has been subject to harassment or sexual harassment has the right to file a complaint. This may be done in writing or orally. The employee should immediately contact the First Selectman or Department Head. If the Department Head or ~~First Selectman~~ [Town Manager] is the alleged harasser or if the employee feels uncomfortable contacting the Department Head or First Selectman, the employee should immediately contact the Director of Social Services or any other department head with whom he/she is comfortable discussing the matter. All complaints of harassment or sexual harassment will be promptly and thoroughly investigated. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses, where necessary. The Town will also interview the person(s) alleged to have committed sexual harassment. The findings of the investigation, along with any other proposed actions will be sent in writing to the individual who files the complaint and the person(s) alleged to have committed harassment or sexual harassment, as appropriate.

D. Retaliation Prohibited. Any employee who reports unlawful harassment or cooperates in the investigation or a complaint will be protected from retaliatory action. If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct, and where it is appropriate, will also impose discipline.

A160 Attachment 2:2 Supp 42, Jun 2019 PERSONNEL RULES AND REGULATIONS E. Disciplinary Action. If it is determined that inappropriate conduct has been committed by an employee, the Town will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action as the Town deems appropriate under the circumstances.

### **Attachment 3 – Workplace Threats and Violence Policy**

Nothing is more important to the Town than the safety and security of its employees. Threats, threatening behavior, intimidation, harassment or acts of violence against customers, employees, clients, visitors, guests, or other individuals by anyone on Town property or during working time will not be tolerated. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. Except as may be required as a condition of employment, (1) no employee shall bring into any worksite any weapon, including, but not limited to, any firearm, including a BB gun, whether loaded or unloaded, any knife, including a switchblade or other

knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon, or dangerous instrument including, but not limited to, any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury; (2) no employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a worksite; and (3) no employee shall cause or threaten to cause death or physical injury to any individual in a worksite. Any person who makes threats, exhibits threatening behavior, or engages in intimidating, harassing or violent acts on Town property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. Upon completion of its investigation, the Town will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved. All Town personnel are responsible for notifying a supervisor any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Town site, or is connected to Town employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. Any supervisor who becomes aware of threatening behavior must immediately notify the ~~First Selectman~~ [Town Manager]. Any employee who reports unlawful workplace threats or violence or cooperates in the investigation of a complaint will be protected from retaliatory action

## **CHAPTER A161, PURCHASING**

...Purchasing, adopted 3-23-1992, as amended. Amendments noted where applicable.]  
GENERAL REFERENCES First Selectman duties – See Charter Section 602. Expenditures and accounting – See Charter Section 912.

## **CHAPTER 162, RULES OF PROCEDURE**

### **A162-3 Placement of Items on Agenda by Board Member**

A member of the Board may have an item placed on the agenda by contacting the ~~First Selectman~~ [Town Manager] or Director of Administrative Services at least seven days prior to the meeting.

### **A162-4 State of the Town Message**

The ~~First Selectman~~ [Town Manager] may present a “State of the Town Message” at the beginning of one regular meeting per month.




# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Town Manager Goals July 1, 2021 – June 30, 2022
2. **Date of Board Meeting:** July 12, 2021
3. **Individual or Entity Making the Submission:**  
Melissa A.J. Appleby, Deputy Town Manager 
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is supportive of the Town Manager's goals as presented, the following motion is in order:  
  
*Move, effective July 12, 2021, to adopt the Town Manager's Goals for July 1, 2021 – June 30, 2022 as presented.*
5. **Summary of Submission:**  
The Town Manager's proposed goals were reviewed at the Personnel Sub-Committee meeting on July 8, 2021. These goals provide an important framework for the Town Manager and the organization to focus our efforts for the upcoming year. The goals are broken down into categories such as Human Resources & Labor Relations, Economic Development, Financial Management, and Special Projects. When developing this list, the Town Manager also considered the Board of Selectmen's adopted goals and economic development priorities. This list of goals provides a framework for the work that will be performed in the coming years.
6. **Financial Impact:**  
None
7. **Description of Documents Included with Submission:**
  - a) Draft Town Manager Goals, July 1, 2021 – June 30, 2022
  - b) Board of Selectmen Goals, 2019-2021



# Town of Simsbury

**Town Manager Goals, July 1, 2021 – June 30, 2022**  
*Adopted July XX, 2021 by Board of Selectmen*

**Human Resources/Labor Relations**

<i>Priority</i>	<i>Goal</i>
High	Initiate negotiations for successor collective bargaining agreement with Dispatchers. Complete arbitration for successor collective bargaining agreements for all 3 unions represented by CSEA. Implement wage, benefits, and other arbitration award changes.
Medium	Conduct annual leadership retreat, with a focus on creating a diverse workforce and inclusive workplace.
Medium	Conduct other professional development opportunities for executive coaching/small group/departmental work (funds permitting).
Medium	Begin re-writes and updates to the Town's Personnel Rules and Regulations.
Medium	Complete RFQ process for life and disability insurance. Select vendor and update plan documents to accurately reflect coverage.
Low	Select new employee wellness vendor and implement new health risk assessment process.
Low	Issue a RFQ for pension and OPEB actuarial services.

**Economic Development**

<i>Priority</i>	<i>Goal</i>
High	Support business recovery due to the pandemic. <a href="#">Work collaboratively and drive development</a> with the Economic Development Commission, Town staff, Main Street Partnership, Chamber of Commerce, and other organizations that support the business community.
Medium	Working with the Economic Development Commission, conduct visitations and outreach with the business community.
Medium	Working with the Economic Development Commission, complete marketing project update and refresh.
Medium	Assist special villages with initiatives related to special events, infrastructure improvements, and economic development.



# Town of Simsbury

## **Financial Management**

*Priority*      *Goal*

- High      Prepare and submit FY 22/23 operating and capital budgets in accordance with Charter timeline requirements. Continue to quantify our baseline and capital needs. Refine data from the Facilities Master plan into our capital budgeting.
- High      Support the Board of Selectmen's priorities by using Federal Recovery funds in a manner that is permissible and consistent with federal guidelines. Support Board of Selectmen work group.
- High      Continue implementation of our new financial management and human resources software system. Implement electronic timekeeping and leave accruals for our workforce.
- Low      Continue to update our financial benchmarking data annually.

## **Special Projects**

*Priority*      *Goal*

- High      Continue to coordinate the Town's response to the pandemic. Focus on the health, safety, and recovery of the community and the organization. Support residents with unmet needs during this unprecedented time.
- High      Support the Board's vision for a diverse and inclusive community **and workforce** through special projects, initiatives, and policies.
- High      Evaluate opportunities for sharing services with the Board of Education.
- High      Complete implementation of revised public meeting requirements and related technology.
- High      Complete the Meadowood open space acquisition. Complete necessary grant compliance documents and land management plans.
- Medium**      **Support the work of the SPIRIT Council, including in the data collection project**
- Medium      Complete development of model RFP for lease of agricultural parcels. Issue RFQ for new 117-acre Meadowood agricultural parcel. Develop agricultural practices model.
- Medium      Complete work related to the Proposed Ordinance to Regulate Short-Term Rentals.
- Medium      Evaluate the municipal impact of state legislative changes regarding the use of marijuana. Begin to update policies, procedures, regulations as needed.
- Low      Continue policy and land management review practices for our open space parcels. Update our open space acquisition policy. Develop a PA-490 policy.



# Town of Simsbury

Low

Support work related to the pollinator pathways initiative.

**2020-2021 BOARD OF SELECTMEN GOALS**

**Adopted August 10, 2020**

Topic Area	Goals
<b>Financial Management</b>	Engage in long range planning of Capital between BOS, BOF and BOE
	Explore shared services between Town of Simsbury and Simsbury Board of Education
	Update financial benchmarking for the BOS and BOF
	Complete revenue fund analysis; implement recommendations
	Demonstrate how tax dollars are distributed; show impact on median valued home
<b>Maintaining Quality of Life/Community Character</b>	Support the work of the SPIRIT Council
	Research ability to upgrade signage on state roads
<b>Fostering an Engaged, High Quality Workforce</b>	Facilitate employee engagement opportunities
	Create executive coaching & 360 feedback opportunities for employees
	Invest in our workforce through professional development opportunities
<b>Parks &amp; Recreation</b>	Explore Pollinator Pathways opportunities
	Explore the Open Space Ranger Program
	Disc Golf - create a capital project for disc golf
	Splash Pad - create a capital project for a splash pad; seek donations and grants
<b>Infrastructure</b>	Prepare visual of what North End of Town will look like after Big Y and Sidewalks are complete
	Advocate for expansion of water and gas line installation; increase coordination between utilities
	Improve cell service in town
	Parking improvements (not an all inclusive list): DOT commuter lots, contiguous business parking, parking on Route 10/lined parking on-street
	Research underground utilities for center of town
<b>Transportation</b>	Advocate for improvements to DOT timing of lights on Hopmeadow in Weatogue
	Increase bus service; explore opportunities for fixed route service
<b>EDC</b>	Complete research on business incentive policy, provide recommendations to update the policy
	Conduct business outreach visits; collect and track feedback received on the visits
	Identify infrastructure improvements that the town can support to help entrepreneurs be successful
	Assist with promoting 350th Anniversary events
	Complete marketing materials refresh for tourism, real estate, and business recruitment purposes
	Improve wayfinding signage
	Develop a plan for co-working space(s)

TOWN OF SIMSBURY – BOARD OF SELECTMEN  
REGULAR MEETING MOTIONS – JUNE 28, 2021  
“Draft”

**CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Program Room, Simsbury Public Library. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; other Board members Chris Peterson, Jackie Battos and Wendy Mackstutis. Mike Paine was absent. Others in attendance include: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Director of Parks and Recreation Tom Tyburski; Town Engineer Jeff Shea (virtually); Zoning Compliance Officer Tom Hazel (virtually); Missy DiNunno, Simsbury Performing Arts Center (virtually); Community and Social Services Director Kristen Formanek (virtually); Attorney Bob DeCrescenzo (virtually); and other interested parties.

**PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

Mr. Wellman noted that this past year has been very tragic for everyone and it is good to see everyone in person and know people are doing better.

**PUBLIC AUDIENCE**

- Email [townmanager@simsbury-ct.gov](mailto:townmanager@simsbury-ct.gov) by 12:00 P.M. on Monday, June 28, 2021 to register to address the Board of Selectmen live through ZOOM, or
- Citizens can participate live in-person
- Written comments will not be read into the record, but forwarded to all Selectmen via email

Joan Coe, 26 Whitcomb Drive, spoke about not being able to show pictures during public audience, an employee recognition breakfast, a salary meeting, elections, PRIDE flag raising, Volunteer Ambulance, marijuana, taxes and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about not having a Memorial Day Parade, the civil war of 1812, cleaning up war memorials, not hanging any flags but the American flag and other issues.

Sherry Byron, 17 Crestwood Road, a PAC volunteer, spoke about marijuana in Town, keeping the bike path safe, CBD oil and gummy bears not being on the trail, important data on drugs and keeping Simsbury clean.

**PRESENTATIONS**

Mr. Wellman said Parks and Recreation Month is July. The golf course and trails hit records last year. Therefore, we do need to celebrate Parks and Recreation.

**a) Proclamation – Park and Recreation Month**

Mr. Peterson read the following:

Designation of July as Park and Recreation Month



TOWN OF SIMSBURY – BOARD OF SELECTMEN  
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“Draft”

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Simsbury; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation program increase a community's economic prosperity through increased prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Simsbury recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, BE IT RESOLVED BY the Board of Selectmen, that July is recognized as Parks and Recreation Month in the Town of Simsbury.

Ms. Battos made a motion, effective June 28, 2021, to endorse a Proclamation in honor of Parks and Recreation Month. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

**FIRST SELECTMAN'S REPORT**

Mr. Wellman, First Selectman, reviewed his First Selectman's Report.

**TOWN MANAGER'S REPORT**

Ms. Capriola, Town Manager, reviewed her Town Manager's Report.

**SELECTMEN ACTION**

**a) Tax Refund Requests**

Mr. Askham made a motion, effective June 28, 2021, to approve the presented tax refunds in the amount of \$408.40 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Battos seconded he motion. All were in favor and the motion passed.

**b) Hartford Foundation for Public Giving, Simsbury Greater Together Community Fund; Letter of Interest Application Form**

Mr. Wellman said this is a grant opportunity from the Hartford Foundation for Public Giving where we can apply for a \$25,000 grant for the Greater Together Community Fund. This opportunity has created 29 new funds for each town in the region. The communities can determine how the funds are spent. If the money is awarded, it would go to support social service programs for residents with hardships during this time.

Ms. Mackstutis made a motion, effective June 28, 2021, to submit a Letter of Interest to the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) for the purpose of requesting funds to assist our residents in need. Mr. Peterson seconded the motion. All were in favor and the motion passed.

In the event that the letter of interest/application is accepted, the following motion is in order:  
Further move, to submit the grant application to the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) for the purpose of requesting funds to assist our residents in need.

In the event that the grant is awarded, the following motion is in order:  
Further move, to accept the Simsbury Greater Together Community Fund (Hartford Foundation for Public Giving) grant, and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant award.

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

**c) Proposed Public Gathering Permit – Simsbury PAC – Comedy Series**

Ms. DiNunno said this is a new event for Simsbury. It will be held the first 3 Wednesdays in July. There will be food trucks and non-alcoholic vendor at the site. Mr. Hazel said the only pending approvals are for the vendors.

Mr. Askham made a motion, effective June 28, 2021, to approve the public gathering application on behalf of the Simsbury Performing Arts Center and to authorize the issuance of the public gathering permit for the Simsbury Performing Arts Center Comedy Series pending Farmington Valley Health District approval of food vendors. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

**d) Proposed Public Gathering Permit – Simsbury PAC – US Coast Guard Band**

Ms. DiNunno said the US Coast Guard Band reached out to her about this event. It will be a series of two concerts that will be free.

Ms. Battos made a motion, effective June 28, 2021, to approve the public gathering application on behalf of the Simsbury Performing Arts Center and to authorize the issuance of the public gathering permit for the US Coast Guard Band performances. Mr. Askham seconded the motion. All were in favor and the motion passed.

**e) Proposed Public Gathering Permit – Simsbury PAC – Kinetic Ukes Performance**

Ms. DiNunno said this is a local group that wants to put on a free concert on July 18, 2021.

Ms. Mackstutis made a motion, effective June 28, 2021, to approve the public gathering application on behalf of the Simsbury Performing Arts Center and to authorize the issuance of the public gathering permit for the Kinetic Ukes performance. Mr. Askham seconded the motion. All were in favor and the motion passed.

**f) License Agreement for Storage Shed at Weatogue Park with Simsbury – Avon Youth Football League, Inc.**

Mr. Wellman said the Simsbury-Avon Youth Football League, Inc. wants to replace the current storage shed with a larger shed at their own expense.

Ms. Battos made a motion, effective June 28, 2021, to authorize Town Manager, Maria E. Capriola, to execute the proposed license agreement for a storage shed at Weatogue Park with Simsbury –Avon Youth Football League, Inc. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**g) Letter of Support to Rebrand the Farmington Canal Heritage Trail**

Mr. Wellman said this is the 81 mile trail that stretches from New Haven to Northampton. The New Haven and Northampton Canal Greenway Alliance represents seven non-profit groups that make up the trail. They are looking for a letter from each community that the trail runs through. The name change is supported from the Farmington Valley Trails Council.

After some discussion, Ms. Mackstutis made a motion, effective June 28, 2021 to authorize the Town Manager’s Office to send a letter of support to rebrand the Farmington Canal Heritage Trail to the New Haven and Northampton Canal Greenway. Ms. Battos seconded the motion. All were in favor and the motion passed.

**h) Acquisition of Easements for Bridge Projects**

Mr. Wellman said this is to rehabilitate local bridges to prolong the life of the structure to at least 20 years. Simsbury submitted grant applications for two bridges under this program.

Mr. Askham made a motion, effective June 28, 2021, to authorize Town Manager, Maria E. Capriola, to execute temporary and permanent easements associated with bridge rehabilitation projects Firetown Road Bridge over an unnamed brook (Bridge No. 04549) and Barndoor Hills Road Bridge over Bissell Brook (Bridge No. 04550) Project. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**i) Acceptance of and Supplemental Appropriation for State Department of Agriculture Funds for Meadowood Acquisition**

Mr. Wellman said the next set of motions are procedural motions about the Meadowood acquisition. This one is the acceptance of a grant from the State Department of Agriculture.

Mr. Askham made a motion, effective June 28, 2021, to accept approximately \$877,500 from the State Department of Agriculture and/or the Trust for Public Land to be applied toward the acquisition of Meadowood. Further move to authorize Town Manager Maria E. Capriola to execute all documents related to accepting these funds. Further move, to approve the supplemental appropriation for the Meadowood purchase as presented and recommend its approval to the Board of Finance. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

**j) Referral to Planning Commission Pursuant to CGS 8-24 for Release of Existing Conservation Easements Associated with the Approval for the Meadowood Development**

Mr. Wellman said there are existing conservation easements on the property that would need to be replaced by new easements. This would be a referral to the Planning Commission to get an advisory opinion on whether the proposed actions are considered consistent with the goals and objectives from the Plan of Conservation and Development.

Mr. Askham made a motion, effective June 28, 2021, pursuant to CGS 8-24 to refer to the Planning Commission the release of existing Conservation Easements associated with the Meadowood subdivision approval and to accept the new easement. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**k) Schedule a Public Hearing for Release of Existing Conservation Easements and Acceptance of New Conservation Easements for Meadowood**

Mr. Askham made a motion, effective June 28, 2021, to set a public hearing to receive public comment on the release of existing conservation easements and acceptance of new conservation easements for the Meadowood property for 5:30 p.m. on Thursday, July 15, 2021. Ms. Battos seconded the motion. All were in favor and the motion passed.

**l) Authorization for Town Manager to Sign as Co-Applicant for the Meadowood Re: subdivision Application**

Mr. Askham made a motion, effective June 28, 2021, to authorize the Town Manager to sign the Meadowood restructured subdivision application on behalf of the Town as co-applicant. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**m) Proposed Amendments to Historic District Commission Ordinance (Chapter 25)**

Mr. Wellman said the Town has been considering changes to the Ordinance. A Public Hearing was held at the last Board of Selectmen meeting. One of the proposed changes is for the ordinance to mirror the state statute in regard to membership residency requirements. Another proposed change was to reduce the quorum requirement to have three members' presents as opposed to four for a simple majority.

Mr. Askham made a motion, effective June 28, 2021, to adopt the proposed revisions to Chapter 25 of the Simsbury Code of Ordinances. Historic Commission as presented, which shall be effective 21 days after

publication in the newspaper having circulation within the Town of Simsbury. Further move, to authorize a summary of the adopted ordinance be published. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

**n) IBPO Successor Collective Bargaining Agreement; 2021-2024 and Pension Agreement; 2021-2024**

Mr. Wellman said the Local No 458 represents the Police Officers. They ratified the temporary agreement last week.

Ms. Capriola reviewed the agreement highlights. This would be a three year successor agreement. She said there is a separate agreement for pension benefits.

After some discussion, Mr. Askham made a motion, effective June 28, 2021, to authorize Town Manager, Maria E Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and IBPO Local No. 458 and its successor pension agreement between the two parties, which shall enter into effect from motion passed. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

**o) Vacation Carryforward Requests (Police, CSEA)**

Mr. Wellman said the Town Manager is recommending that the Board approve five employees that have vacation days that would carryover through the next fiscal year with a few stipulations as has been done before.

Ms. Mackstutis made a motion, effective June 28, 2021 to approve the vacation carryover requests as presented in the table below and requiring Selectmen action. Further stipulate that the approved excess vacation days must be used on or before December 31, 2021. Any unused approved excess vacation days still on the books as of January 1, 2022 will be forfeited. Should the employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days authorized by the Board of Selectmen. Ms. Battos seconded the motion. All were in favor and the motion passed.

**p) Proposed Omnibus Amendment to the Code of Ordinances – Changing First Selectmen References to Town Manager When Appropriate Due to Change in Form of Government**

Mr. Wellman said this is identifying all of the places in the Town policies, resolutions, etc. that were not changed to Town Manager after the change in form of government.

Attorney DeCrescenzo explained how he found all of the references that need to be changed. Ordinances changes will require a Public Hearing but the policy changes will not.

Ms. Mackstutis made a motion, effective June 28, 2021, to set a public hearing to receive public comment concerning the omnibus amendment to the Code of Ordinances to change the First Selectman references to Town Manager where appropriate for 6:00 p.m. on Monday, July 12, 2021 and to refer the proposed amendments to the Personnel Rules and Regulations to Personnel Sub-Committee for review. Mr. Peterson seconded the motion. All were in favor and the motion passed.

## **APPOINTMENTS AND RESIGNATIONS**

### **a) Appointment to SPIRIT Council**

Mr. Askham made a motion, effective June 28, 2021, to appoint Even Chen (Student) as a student representative/regular member of the SPIRIT Council, with a term to expire on December 6, 2021. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

## **REVIEW OF MINUTES**

### **a) Special Meeting of June 11, 2021**

There were no changes to the Special Meeting Minutes of June 11, 2021, and, therefore, the minutes were adopted.

### **b) Regular Meeting of June 14, 2021**

There were no changes to the Regular Meeting Minutes of June 14, 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** – no report at this time.
- e) Board of Education** – no report at this time.

Ms. Mackstutis said she met with Mr. Askham to discussion kicking off their workgroup and agenda. They hope to present something to the Board in August to outline their progress.

Mr. Peterson said at the Culture, Parks and Recreation meeting the 2019 numbers were discussed. The pool numbers were up as well as swim lessons and camp being sold out this year. Staff is at 100% and golf is well over the 2019 numbers. The restaurant is up and running with good reviews.

Mr. Wellman noted that pickle ball lines were approved.

## **COMMUNICATIONS**

- a) Memo from M. Capriola re: Public Gathering Permits, dated June 15, 2021** – there was no discussion at this time.
- b) Memo from M. Capriola re: Public Gathering Permit, dated June 15, 2021** – there was no discussion at this time.

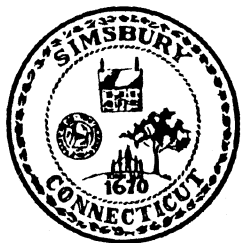
## **ADJOURN**

TOWN OF SIMSBURY – BOARD OF SELECTMEN  
REGULAR MEETING MOTIONS – JUNE 28, 2021  
“Draft”

Mr. Askham made a motion to adjourn at 7:18 p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

## MEMORANDUM

**To:** Board of Selectmen  
**From:** Melissa Appleby, Deputy Town Manager  
**Cc:** Maria Capriola, Town Manager; Leadership Team  
**Date:** July 7, 2021  
**Subject:** Update on Remote Meetings

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As you are aware, the executive order permitting virtual meetings of public agencies expired on June 30, 2021. Through the budget implementer bill (SB 1202), effective July 1, 2021, municipal public agencies are permitted to hold meetings either in-person, entirely remotely, or hybrid through April 30, 2022. The implementer bill includes new requirements for each type of meeting:

### In-Person

- In-person meetings can resume, with all pre-COVID FOI rules to apply.
- A new provision allows members of the public agency to participate electronically (not members of the public); this applies to meetings that are otherwise being hosted entirely in-person. The agency is not required to adjourn or postpone the meeting if the member joining remotely loses their connection, unless this results in a lost quorum.

### Remote/Hybrid

- A public agency must notify its members at least 48 hours in advance if it intends to conduct a remote or hybrid meeting. This notice must also be posted at the agency's place of business, in the Town Clerk's office, and on the agency's website. Instructions for public participation must be included.
- The agenda must be posted at least 24 hours in advance, in the same locations listed above. Instructions for public participation must be included.
- For meetings that are fully remote, we must provide the space and equipment necessary for a member of the public to participate in the meeting if this is requested at least 24 hours in advance.
- A recording or transcript of the meeting must be posted to the website within 7 days of the meeting, and it must remain there for at least 45 days.
- Votes must be taken by roll call vote, unless the vote is unanimous. Meeting minutes must specify which members attended in person and which participated remotely.
- Anyone who participates in the meeting must make a "good faith effort" to state their name and title prior to engaging in extended dialogue.

We anticipate that these requirements may change within the next year; in the meantime, staff is planning to have their boards and commissions choose which type of meeting they will conduct. We are comfortable with that approach, as we have the ability to accommodate each type of meeting. However, please let us know if the Board prefers us to take a different approach with advisory boards and commissions.





# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

*Intergovernmental Policy and Planning Division*

## SB 1201 - AN ACT CONCERNING RESPONSIBLE AND EQUITABLE REGULATION OF ADULT-USE CANNABIS

[www.cannabis.ct.gov](http://www.cannabis.ct.gov)

### MUNICIPAL AUTHORITY - IMPACT OVERVIEW

**Sec. 83 - effective July 1, 2021:** Addresses various issues on municipalities' authority to regulate cannabis, such as (1) requiring them, upon petition of 10% of their voters, to hold a local referendum on whether to allow the recreational sale of marijuana or whether to allow certain types of cannabis businesses within the municipality; (2) barring them from prohibiting the delivery of cannabis by authorized persons; and (3) allowing them to charge retailers, hybrid retailers, and micro-cultivators for certain initial public safety expenses.

**Local Referendum:** A municipality must hold a referendum on whether to allow certain cannabis sales if at least 10% of its electors' petition for such a vote at least 60 days before a regular election.

Specifically, these votes may determine whether to allow (1) the sale of adult-use marijuana in the municipality or (2) the sale of adult-use marijuana in one or more of the cannabis establishment license types.

The ballot designations are as follows: "Shall the sale of recreational marijuana be allowed in .... (Name of municipality)?" or "Shall the sale of cannabis under (Specified license or Licenses) be allowed in .... (Name of municipality)?" or "Shall the sale of recreational marijuana be prohibited (No Licenses) in .... (Name of municipality)?"

The referendum and ballot designations conform to existing procedures. The results take effect on the first Monday of the month after the election and stay in effect until another vote is taken. The bill allows a vote to occur at a special election, following existing procedures, if at least one year has passed since the previous vote. Existing laws on absentee voting at referenda apply to these votes. These referenda do not affect any class of cannabis establishments already allowed in a municipality and do not affect any class of cannabis establishments that do not sell adult-use cannabis, including a medical dispensary and establishments that grow cannabis products.

**Delivery and Transport:** Municipalities cannot prohibit the delivery of cannabis to (1) consumers or (2) qualifying medical marijuana patients or their caregivers, if the delivery is made by someone authorized to do so under the bill (e.g., delivery services). It also bars municipalities from prohibiting the transport of cannabis to, from, or through the municipality by anyone licensed or registered to do so.

**Ban on Certain Actions and Local Host Agreements:** The bill prohibits municipalities or local officials from conditioning any official action on, or accepting any donations from, any cannabis establishment or applicants for cannabis establishment licenses in the municipality. The bill also bars municipalities from negotiating or entering into a local host agreement with a cannabis establishment or license applicant.

**Charge for Initial Public Safety Costs:** The bill allows municipalities, for the first 30 days after cannabis retailers or hybrid retailers open, to charge them up to \$50,000 for any necessary and reasonable municipal costs for public safety services related to the opening (such as for directing traffic).

**Sec. 84 - effective October 1, 2021:** Allows municipalities to prohibit consumption of cannabis in public areas and to establish fines for use of cannabis in such areas.

**Existing law in place through September 30, 2021 -** Allows a municipality to regulate, on any property owned by the municipality, any activity deemed to be deleterious to public health, including the lighting or carrying of a lighted cigarette, cigar, pipe or similar device. This provides sufficient authority to regulate the consumption of cannabis of any form in the interim.

**Regulation of Smoking and Cannabis Use:** Existing law allows municipalities to regulate activities deemed harmful to public health, including tobacco smoking, on municipally-owned property. The bill broadens this to include property that a municipality controls but does not own. For the purposes of this section, property that a municipality controls includes, but not limited to, sidewalks, parks, beaches, municipal land and buildings, etc. It specifies that this regulatory authority applies to (1) smoked or vaped tobacco or cannabis, and (2) other types of cannabis use or consumption.

For municipalities with more than 50,000 people, if they regulate the public use cannabis, the regulations must designate a location in the municipality where public consumption is allowed. This section does not require that such municipalities provide for a location where any or all forms of cannabis can be consumed, but only some forms of cannabis can be consumed. The most common forms of cannabis consumption are smoking, vaping, and edibles. Through regulations, municipalities may set fines for violations by individuals regarding outdoor consumption of cannabis of up to \$50.

Municipalities are permitted to ban cannabis smoking and vaping at outdoor sections of restaurants. Through regulations, municipalities may set fines for violations of up to \$1,000 for businesses who allow cannabis smoking or vaping contrary to the regulation of the municipality.

**Sec. 126 - effective July 1, 2021:** Imposes a 3% municipal sales tax on the sale of cannabis that applies in addition to the state's 6.35% sales tax and the state cannabis tax established under the bill; specifies the purposes for which municipalities may use the tax revenue. The 3% municipal sales tax will be administered through DRS, though each municipality will be responsible for collecting the appropriate amounts as identified by DRS.

**Municipal Designee:** The bill requires each municipality in which a cannabis retailer, hybrid retailer or micro-cultivator is located to submit to the DRS commissioner, at least annually, the name and contact information of the individual designated by the municipality to receive notifications regarding the tax. The DRS commissioner must notify these designated individuals of the tax amount reported due from each cannabis retailer, hybrid retailer and micro-cultivator located in their respective. Such municipalities are then responsible for collecting the tax payments from each payor.

**Municipal Uses of Funds:** The amounts remitted become a part of the municipality's general revenue and may only be used for the following purposes:

1. streetscape improvements and other neighborhood developments in communities where cannabis retailers, hybrid retailers or micro-cultivators are located;
2. education programs or youth employment and training programs in the municipality;
3. services for individuals living in the municipality who were released from DOC custody, probation, or parole;
4. mental health or addiction services;
5. youth service bureaus and municipal juvenile review boards; and
6. community civic engagement efforts.

**Sec. 148 - effective July 1, 2021:** Authorizes municipalities to enact certain zoning regulations or ordinances for cannabis establishments; temporarily prohibits municipalities from granting zoning approval for more retailers or micro-cultivators than a number that would allow for one of each for every 25,000 residents; and allows the DCP commissioner to set a population-based cap for number of retailers or micro-cultivators in the future.

**General Zoning Authority and Restrictions:** Allows municipalities to amend their zoning regulations or local ordinances to take the following actions regarding cannabis establishments:

1. prohibit them from opening;
2. reasonably restrict their hours and signage; or
3. restrict their proximity to religious institutions, schools, charitable institutions, hospitals, veterans' homes, or certain military establishments.

Municipal chief zoning officials are required to report these zoning changes to the OPM Secretary and DCP. They must report in writing within 14 days after adopting the change.

**Affirmative Zoning Approval for Retailers and Micro-Cultivators:** Until June 30, 2024, municipalities are prohibited from granting zoning approval for more retailers or micro-cultivators than a number that would allow for one retailer and one micro-cultivator for every 25,000 municipal residents, as determined by the most recent decennial census. Beginning July 1, 2024, the DCP commissioner may post on the department's web site a specific number of residents such that no municipality shall grant zoning approval for more retailers or micro-cultivators than would result in one retailer and one micro-cultivator for every such specific number of residents, as determined by the commissioner.

In order to ensure compliance, the bill requires a special permit or other affirmative approval for any retailer or micro-cultivator seeking to be located within a municipality. A municipality must not grant the special permit or approval for any applicant if an approval would result in exceeding the density cap set by the bill or DCP Commissioner. The purpose of the special permit or other affirmative approval is not to require a public meeting or any other steps or procedures than would otherwise be required under a municipality's zoning ordinance, but rather to ensure that no more retailers or micro-cultivators are granted zoning approval than the number allowable under the legislation.