

Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN Regular Meeting – September 27, 2023 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

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

PRESENTATIONS

- a) High School Bleacher Project Update
- b) Discussion of Draft Memorandum of Understanding with Simsbury Main Street Partnership
- c) East Coast Greenway Study Preferred Alternative Endorsement

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

SELECTMEN ACTION

- a) Proposed Memorandum of Understanding with Simsbury Main Street Partnership
- b) Tax Refund Requests
- c) Anonymous Donation for Home Heating Bills
- d) Anonymous Donation through Renaissance Acquisition Co. LLC
- e) Proposed Donation from the Boswell Family
- f) Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Greens Roller
- g) Donation Acceptance Request for Simsbury Farms Men's Club – Greens Roller
- h) Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Pond Aerator
- i) Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Water Fountain and Bottle Filler

- j) Public Gathering Permit – Simsbury Performing Arts Center Orthopedic Associates of Hartford 5K
- k) Federal FY 2022 State Homeland Security Grant Program
- l) Schedule a Public Hearing – Revisions to Town Code Section 85-6.1, Complex Projects
- m) Proposed Explanatory Text for November 7, 2023 Ballot Question

REVIEW OF MINUTES

- a) September 11, 2023 Regular Meeting Minutes

COMMUNICATIONS

- a) Memo from A. Meriwether re: Recent Bond Sale, dated September 27, 2023

EXECUTIVE SESSION

- a) Pursuant to General Statutes section 1-200(6)(A): Discussion of Town Manager Recruitment

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** High School Bleacher Project Update
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Jason Casey, Director of Infrastructure & Technology
4. **Action Requested of the Board of Selectmen:**
This presentation is informational. It is a status update on an existing project.
5. **Summary of Submission:**
The High School Bleacher Project is on budget, but behind schedule. The original completion date target was August 18th. The revised completion date is October 2nd. Tonight's presentation will provide an update on the status of implementation.
6. **Financial Impact:**
Project cost: \$945,000
7. **Description of Documents Included with Submission:**
None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion of Draft Memorandum of Understanding with Simsbury Main Street Partnership

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

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

Lee C. Erdmann, Interim Town Manager

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

This presentation is informational. It is meant to be a discussion with members of the Simsbury Main Street Partnership on the current version of the draft memorandum of understanding.

5. **Summary of Submission:**

Interim Town Manager Lee Erdmann and Town Staff originally drafted a first draft Memorandum of Understanding based off of feedback from the Board of Selectmen. The Interim Town Manager then took that draft and discussed with the Simsbury Main Street Partnership. Today's discussion is for the Board of Selectmen and the Simsbury Main Street Partnership to discuss the current draft.

If action is needed the Board of Selectmen should make a motion to reflect the required action.

6. **Financial Impact:**

During budget deliberations in the spring the Board of Selectmen authorized \$50,000 to the Simsbury Main Street Partnership pending a Memorandum of Understanding with the organization that codifies the roles and responsibilities of each organization.

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

- a) Draft Memorandum of Understanding – Simsbury Main Street Partnership Version
- b) Draft Memorandum of Understanding – Town Version

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF SIMSBURY AND
THE SIMSBURY MAIN STREET PARTNERSHIP, INC.**

WHEREAS, the Simsbury Main Street Partnership, Inc. (“SMSP”) was organized as a public-private partnership with the Town of Simsbury in 1996; and

WHEREAS, The Town of Simsbury (“Simsbury”) has supported SMSP’s mission of promoting a mix of retail, commercial and residential uses throughout the Town of Simsbury; and

WHEREAS, SMSP and Simsbury wish to enter into this Memorandum of Understanding (“MOU”) to describe how SMSP will fulfill certain activities outlined in this MOU and how Simsbury will support SMSP’s activities and undertakings in furtherance of the activities outlined in the MOU;

NOW, THEREFORE, Simsbury and SMSP do hereby agree as follows:

1. **Purpose, Terms and Limitations.**

(a) **Purpose.** This MOU outlines SMSP’s commitment to fulfill the goals and activities as outlined in this MOU and describes how Simsbury will support SMSP’s activities and undertakings in furtherance of the activities outlined in the MOU.

(b) **Term.** This MOU will commence on the date it is signed by all of the parties and will continue until June 30, 2024, unless earlier terminated as provided herein.

(c) **Limitations.** This MOU is not a binding contractual obligation of the parties and no legally binding obligations are created by this MOU.

2. **SMSP Commitments.** SMSP hereby commits to engage in the following activities as outlined below.

(a) **Business Retention -** Works with existing businesses to retain their presence in town and assists with their needs. This is not limited to local and state permits, signage, marketing and expansion or relocation within Town.

(b) **Business Recruitment –** works with property owners and business representatives to encourage location within Simsbury, as well as go after needed niche businesses to fill out our business mix.

- (c) Business assistance – Assist business owners with the opening and retention of businesses by walking them through the town approval processes – i.e., working with Planning Department, FVHD, Fire Department and Building Department as needed.
- (d) Prepare and coordinate brochures and promotional materials for submission to potential clients, and as general information for residents and other interested parties (as budget allows).
- (e) Maintain a working relationship with state, regional and utility officials and economic development professionals on issues, regulations and legislations that affect the Town’s business attraction and retention efforts consistent with the policies, interests, goals and activities of the Town.
- (f) Keep the Town Manager appraised of potential economic problem areas, trends, issues and other economic indicators as needed. SMSP will provide updates to the Board of Selectmen during their meetings through written correspondence on the status of organizational goals and activities along with other relevant accomplishments and community information.
- (g) Performance Measurement - SMSP will provide Town Manager’s office their annual report that they provide to Connecticut Main Street Center (CMSC) in January 2024.
- (h) SMSP will provide advance notice to Simsbury Liaison of all board meetings.

3. **Simsbury’s Commitments.** Simsbury agrees to assist SMSP’s activities and undertakings in furtherance of the activities as outlined herein in the manner described below.

- (a) **Financial Support.** Simsbury will fund SMSP at the approved level of \$50,000 for fiscal year 2023-2024.
- (b) **Staff Access.** Simsbury will continue to make staff available to assist SMSP with consultation and cooperation with the activities of the SMSP.
- (c) **Notice of Land Use Applications.** Simsbury land use staff will give SMSP notice of pending land use applications.
- (d) **SMSP Board Liaison.** Simsbury BOS will designate one representative to serve as Liaison to SMSP Board.

4. **Final Acknowledgments**: Simsbury and SMSP agree to this one-year MOU and commit to work together to more clearly define the longer-term relationship including roles and responsibilities after January 1st, 2024 and before March 1, 2024.

SMSP VERSION

[Next Page Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of July ____, 2023.

TOWN OF SIMSBURY

**SIMSBURY MAIN STREET
PARTNERSHIP, INC.**

BY: _____
Lee C. Erdmann
Interim Town Manager

BY: _____
SMSP Board President or Vice President

Date: _____

Date: _____

SMSPP VERSSION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF SIMSBURY AND
THE SIMSBURY MAIN STREET PARTNERSHIP, INC.**

WHEREAS, the Simsbury Main Street Partnership, Inc. (“SMSP”) was organized to promote the public use of the Town of Simsbury’s Main Street Business District; and

WHEREAS, The Town of Simsbury (“Simsbury”) has supported SMSP’s mission of promoting a mix of retail, commercial and residential uses throughout the Town of Simsbury; and

WHEREAS, SMSP and Simsbury wish to enter into this Memorandum of Understanding (“MOU”) to describe how SMSP will fulfill certain activities outlined in this MOU and how Simsbury will support SMSP’s activities and undertakings in furtherance of the activities outlined in the MOU;

NOW, THEREFORE, Simsbury and SMSP do hereby agree as follows:

1. **Purpose, Terms and Limitations.**

(a) **Purpose.** This MOU outlines SMSP’s commitment to fulfill the goals and activities as outlined in this MOU and describes how Simsbury will support SMSP’s activities and undertakings in furtherance of the activities outlined in the MOU.

(b) **Term.** This MOU will commence on the date it is signed by all of the parties and will continue until June 30, 2025, unless earlier terminated as provided herein.

(c) **Limitations.** This MOU is not a binding contractual obligation of the parties and no legally binding obligations are created by this MOU. Any party can terminate its respective commitments under this MOU at any time by giving sixty (60) days prior written notice of such termination to the other parties hereto. Upon termination by either party, SMSP shall return the full balance of all unspent and unencumbered Town funds to the Town within 60 days of the date of termination.

2. **SMSP Commitments.** SMSP hereby commits to engage in the following activities as outlined below.

(a) **Business Retention -** Works with existing businesses to retain their presence in town and assists with their needs. This is not limited to local and state permits, signage, marketing and expansion or relocation within Town.

- (b) Business Recruitment – works with property owners and business representatives to encourage location within Simsbury, as well as go after needed niche businesses to fill out our business mix.
- (c) Business assistance – Assist business owners with the opening and retention of businesses by walking them through the town approval processes – i.e., working with Planning Department, FVHD, Fire Department and Building Department as needed.
- (d) Prepare and coordinate brochures and promotional materials for submission to potential clients, and as general information for residents and other interested parties (as budget allows).
- (e) Maintain a working relationship with state, regional and utility officials and economic development professionals on issues, regulations and legislations that affect the Town’s business attraction and retention efforts consistent with the policies, interests, goals and activities of the Town.
- (f) Keep the Town Manager apprised of potential economic problem areas, trends, issues and other economic indicators as needed. SMSP will provide quarterly updates to the Board of Selectmen during their meetings through written correspondence on the status of the outlined organizational goals and activities along with other relevant accomplishments and community information.
- (g) Provide the Town through the Town Manager’s Office with a copy of the annual SMSP IRS Form 990 as filed within 90 days of its filing.
- (h) Position/Promotion. SMSP will assist in positioning and promoting Downtown Simsbury as a regional arts, entertainment, dining and recreational destination where people choose to live, work and visit by:
- i. Coordinating, developing, and managing special events;
 - ii. Promoting Downtown Simsbury at local and national conferences;
 - iii. Advocating for Downtown Simsbury at all levels of government including as part of consortium of Connecticut downtowns (through CT Main Street Center);
 - iv. Creating a positive image for the Downtown that spurs investment, business and residential development, job creation and tourism by positioning and marketing Downtown Simsbury as a regional destination by managing the implementation of its Positioning & Marketing Development Plan; and

v. Acting as ombudsman/concierge of Downtown Simsbury addressing citizen interests and concerns and serving as the liaison organization/communications hub for Simsbury as well as property owners and businesses for Downtown Simsbury issues by:

1. Developing and distributing monthly informational e/newsletters to merchants, property owners, students, and residents;
2. Positioning and marketing SMSP as the one-stop place to go for questions, resources, etc. relating to Downtown Simsbury.

(I) Organization. SMSP will also support organization functions that enhance the above priorities and continue to staff and facilitate related Downtown meetings (i.e., operations, merchant, parking, etc.).

(J) Meetings. SMSP will provide notice to the Simsbury Town Manager and post such notices on the Town Clerk's bulletin board of all its board meetings and subcommittee meetings in a manner and content that complies with the Connecticut Freedom of Information Act.

(K) Performance Measurement. SMSP will work with the Town Manager to develop a set of objectives, key performance indicators and impact/outcome measures to be reported quarterly/annually as agreed upon by July 15, 2023.

3. Simsbury's Commitments. Simsbury agrees to assist SMSP's activities and undertakings in furtherance of the activities as outlined herein in the manner described below.

(a) Financial Support. SMSP will provide a request for funding support on a form and a list of required documentation to be provided by the Town Manager. The request shall be filed with the Town Manager no later than January 31 for funding for the ensuing fiscal year. Subject to availability of funding, Simsbury will provide financial support to SMSP and its programs, in amounts as determined during the Annual Town Budget process.

(b) SMSP Board Appointments. Simsbury will designate two representatives to serve on SMSP's Board of Directors, one member to be appointed by the Town Manager and the other member to be appointed by the Board of Selectmen, pursuant to SMSP's bylaws and other governing documents.

(c) Staff Access. Simsbury will use reasonable efforts to make Simsbury's staff available to assist SMSP with consultation and cooperation with the activities of the SMSP.

(d) Notice of Land Use Applications. Simsbury land use staff will give SMSP notice of pending land use applications within the Main Street zoning district.

(e) Special Projects. Simsbury may, from time to time, assign special projects to SMSP within the scope of the SMSP activities as outlined above. Such assigned Special Projects shall be subject to an agreed upon scope of work and work plan to be determined by SMSP and the Town.

(f) Performance Measurement. The Town Manager will work with SMSP to develop a set of objectives, key performance indicators and impact/outcome measures to be reported quarterly/annually as agreed upon by July 15, 2023.

4. Annual Review. SMSP and the Simsbury Town Manager will each designate representatives to meet and discuss SMSP's progress in fulfilling the activities outlined herein and the respective assistance and financial support being provided by Simsbury. Such meetings are expected to take place at least on an annual basis.

[Next Page Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of June ____, 2023.

TOWN OF SIMSBURY

**SIMSBURY MAIN STREET
PARTNERSHIP, INC.**

BY: _____
Lee C. Erdmann
Interim Town Manager

BY: _____
Executive Director

Date: _____

Date: _____

TOWN VERSION



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** East Coast Greenway Study
Preferred Alternative Endorsement
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Thomas J. Roy, Director of Public Works /
Town Engineer; Adam D. Kessler, Deputy Town Engineer
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the preferred alignment as presented, the following
motion is in order:

Move, effective September 27, 2023, to endorse Alternative Alignment 2 as the preferred corridor for the East Coast Greenway Study.

5. **Summary of Submission:**
In an effort to complete the East Coast Greenway (ECG) through Simsbury, Bloomfield, Hartford, and East Hartford, the Capitol Region Council of Governments (CRCOG) engaged the services of FHI and VHB to work with local staff and develop alternative corridors through each Town's study area.

Continuing the work of the Town's Tariffville Greenway Multi-Use Trail study over ten years ago, the CRCOG study focused on a connection from the Farmington Heritage Canal Trail (FHCT) to the Tariffville-Bloomfield multi-use trail currently under construction. Nine alternative corridors were identified and studied following the public information meeting in Tariffville on March 31, 2023. An evaluation matrix ranked all corridors based on six general categories; Off-Road, Traffic Safety, Connectivity, Right-of-Way, Environment, and Economic Opportunity.

The highest ranking alignment identified was Alternative 2, which intends to utilize most of the existing railbed to minimize environment and floodplain impacts. A new bridge structure will span the Farmington River in the location of the old Tariffville railroad bridge. Deviations from the existing railbed in various areas will likely require pile supported boardwalk to minimize environmental impacts. Sections of this alignment will need to traverse private property and easements or rights-of-way will need to be secured. Town staff recommend the preferred alignment have the caveat of being no closer than 20-feet to any habited structure. The trail will route through Tariffville Park before reaching Main Street and the end of the Tariffville-Bloomfield trail that will be complete by the end of October.

Following endorsement by the BOS, the recommendation report will be completed by CRCOG and provided to Connecticut Department of Transportation (CTDOT). It is our belief that CTDOT will manage the design and permitting phase of this project. During this process further refinement of the design will occur along with environmental permitting and procurement of easements and rights of way for the proposed trail.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) PowerPoint Presentation
- b) Draft Resolution

Completing the East Coast Greenway in Simsbury

Simsbury Board of
Selectmen Meeting
September 27, 2023



CRCOG
CAPITOL REGION COUNCIL OF GOVERNMENTS



CAPITOL REGION
**EAST COAST
GREENWAY STUDY**

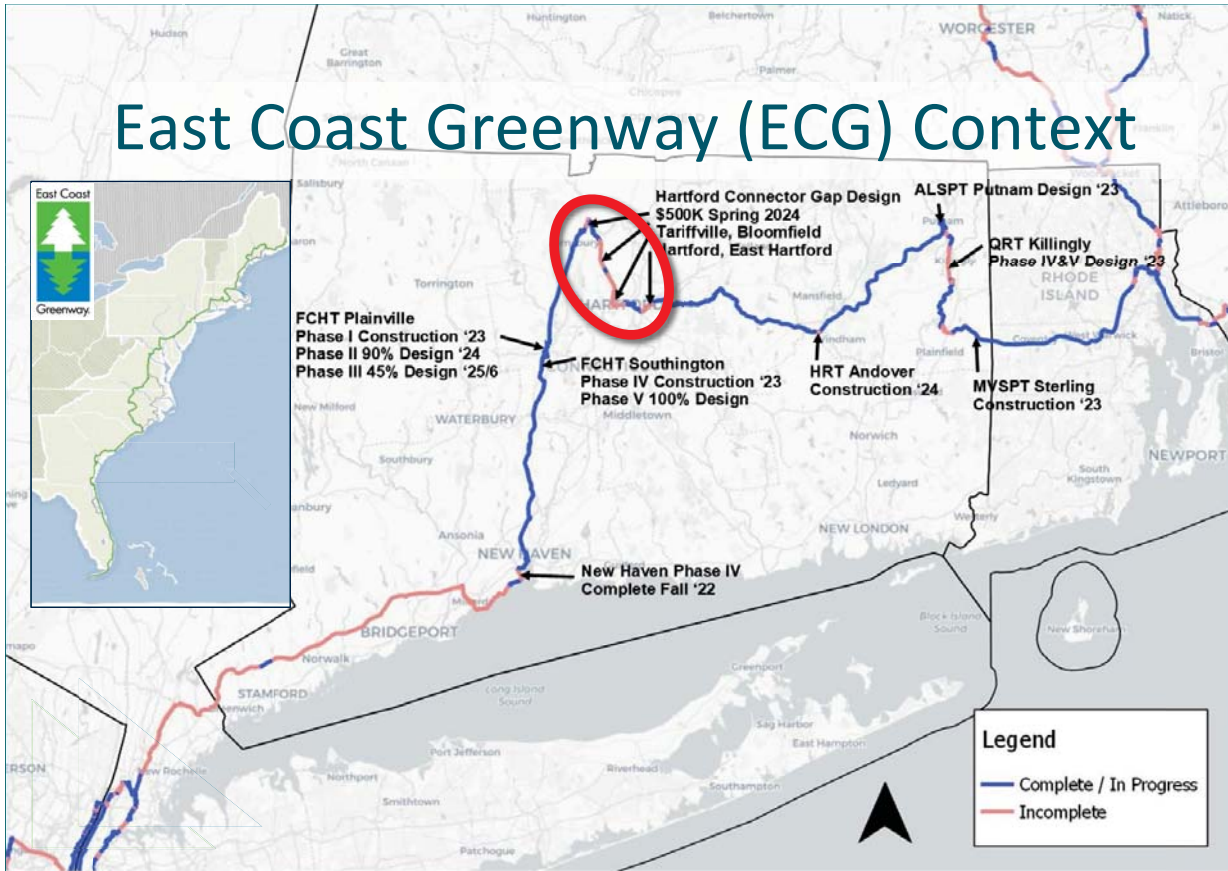
SIMSBURY — BLOOMFIELD — HARTFORD — EAST HARTFORD

Meeting Agenda



- INTRODUCTION – Tom J. Roy PE, Director of Public Works
- STUDY CONTEXT – Mark Jewell, VHB
- ROUTE ALIGNMENT ALTERNATIVES & EVALUATION
- HIGHEST SCORING ALTERNATIVE
- Q & A / DISCUSSION

East Coast Greenway (ECG) Context



12-mile study area gap – Simsbury, Bloomfield, Hartford, and East Hartford

By 2027 - 63% Completion Statewide

~150 mi between New Haven and RI state line

Local Use of the ECG Through Simsbury

Recommendation for an accessible trail route...

- ...for walking, running, bird-watching and bicycling
- ...primarily off-road so young children would be comfortable riding a bike
- ...that connects to local parks, recreation opportunities and Tariffville Elementary School
- ...that connects Downtown Simsbury to Tariffville and other nearby businesses
- ...is well-designed and attractive
- ...protects the Farmington River environment, and provides learning opportunities





Public Engagement Process

Key Takeaways from the March 30 Meeting:

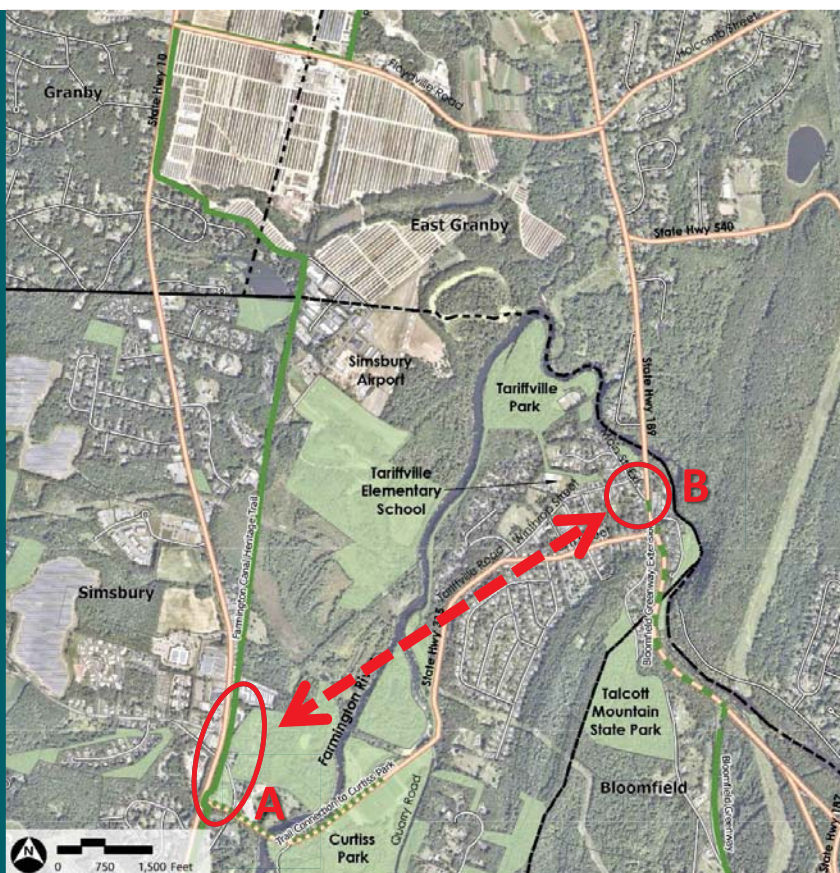
- Significant support for potential use of former rail line on west side of Farmington River
- Interest in further extending trail on west bank
- Concerns about environmental impact to river, especially with its “Wild & Scenic” designation
- Privacy issues for Governor’s Bridge residents
- Desire for a full evaluation of all alternatives

Stakeholder Meetings in Summer 2023

- Governors Bridge Condo Association
- National Park Service Wild & Scenic River Program
- Farmington River Watershed Association



Study Area



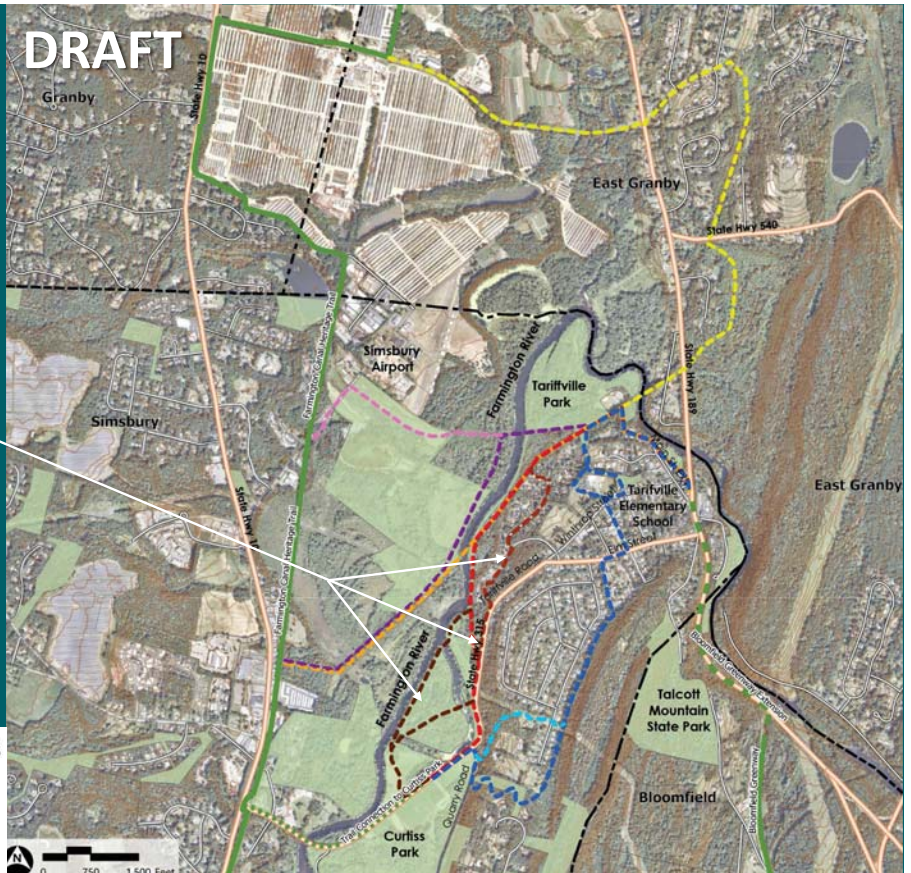
Alignment Options Studied

Alt 3A-3C Key Concerns:

- Potential negative impact to wetlands adjacent to the Farmington River
- Complex, time-consuming permitting for the needed boardwalks and river bridges
- Proximity to Gov. Bridge condos

Simsbury Trail Alignments Studied

Alternative 1 A	Alternative 3 A	Alternative 4 B
Alternative 1 B	Alternative 3 B	Alternative 5
Alternative 2	Alternative 3 C	Alternative 4 A



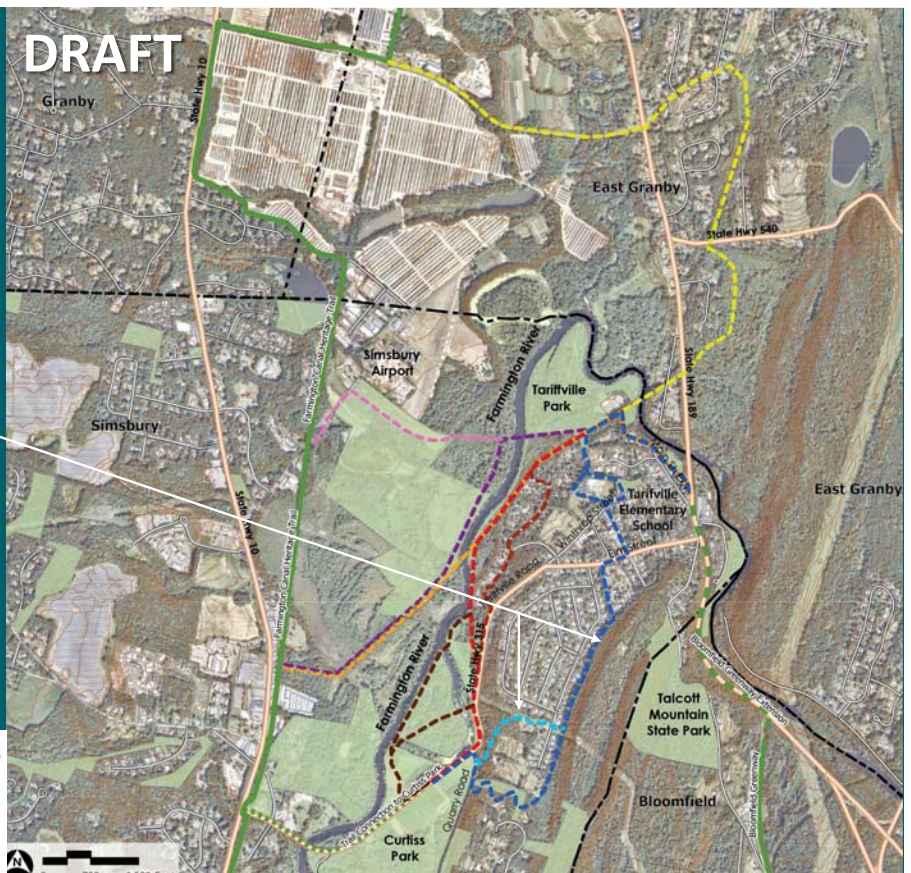
Alignment Options Studied

Alt 4A-4B Key Concerns:

- Topographical challenges when connecting with Rte. 315 at the south end

Simsbury Trail Alignments Studied

Alternative 1 A	Alternative 3 A	Alternative 4 B
Alternative 1 B	Alternative 3 B	Alternative 5
Alternative 2	Alternative 3 C	Alternative 4 A

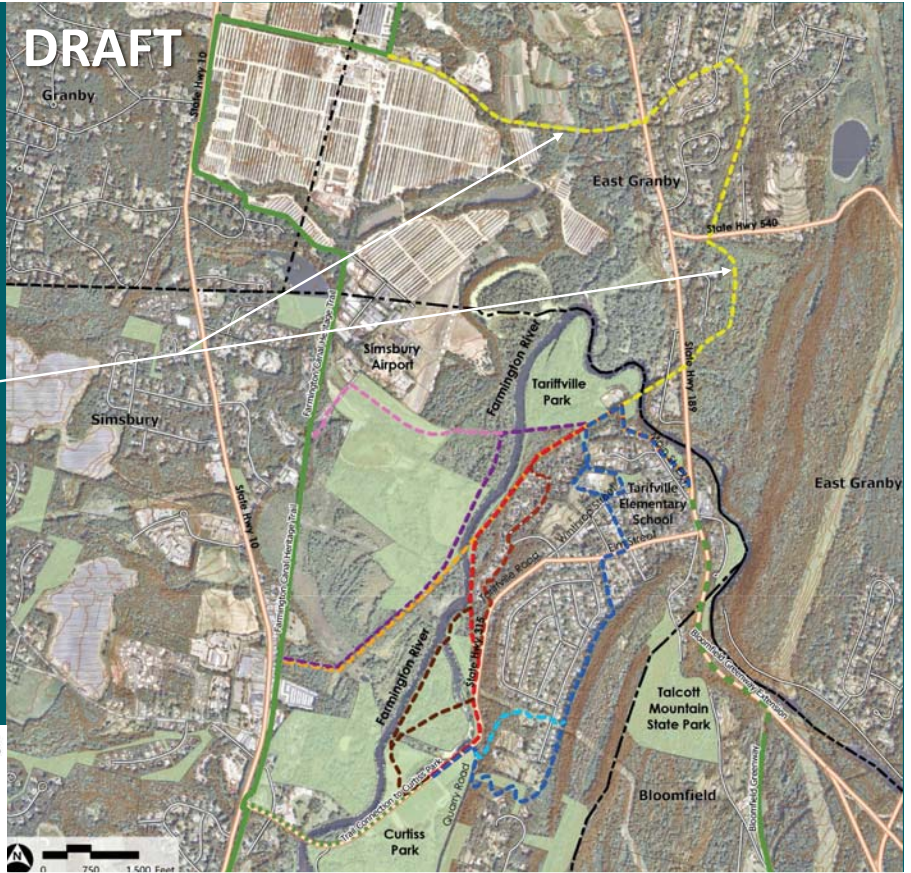


Alignment Options Studied

Alt. 5 Key Concerns:

- Out-of-direction travel (longest option)
- Floydville Rd. / Holcomb traffic and topography
- Cost of two new crossings of Farmington River and one bridge over local roadway (ROW not available on Rte. 189)

Simsbury Trail Alignments Studied	
--- Alternative 3 A	--- Alternative 4 B
--- Alternative 1 A	--- Alternative 5
--- Alternative 1 B	--- Alternative 3 C
--- Alternative 2	--- Alternative 4 A

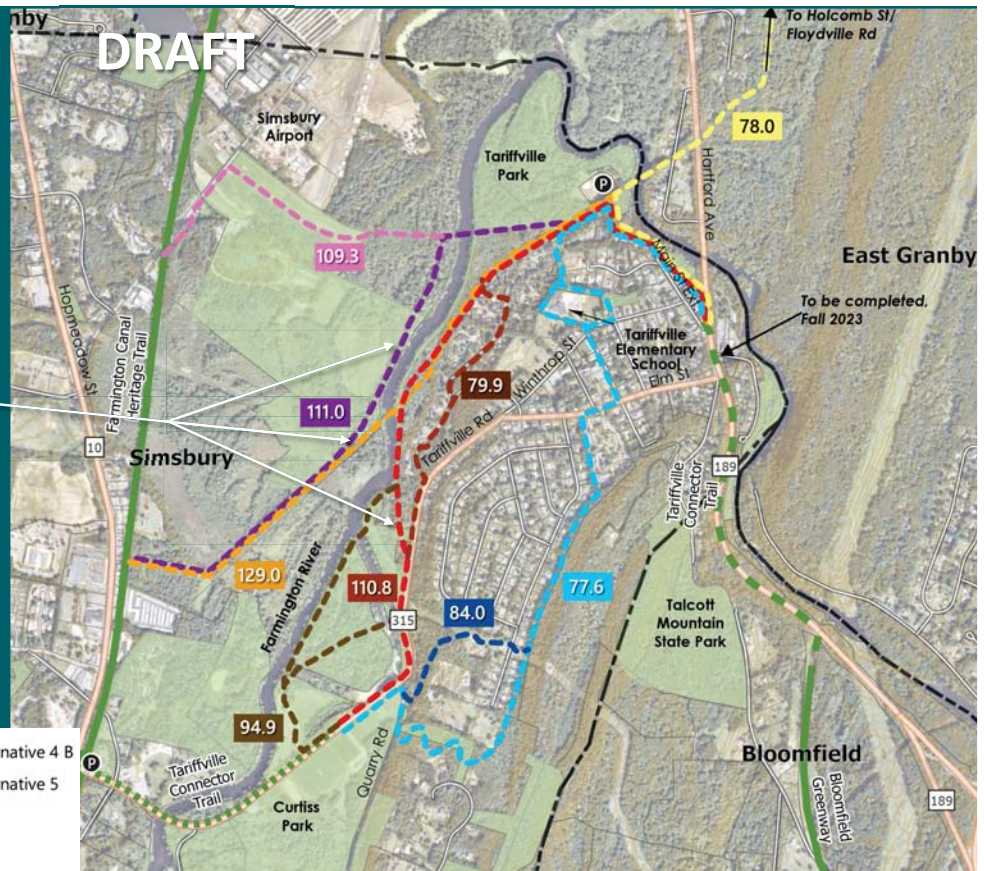


Alignment Options Studied

Highest Scoring Alternatives

- Alternative 2 (129.0 points)
- Alternative 1A (111.0 points)
- Alternative 3A (110.8 points)

Simsbury Trail Alignments Studied	
--- Alternative 3 A	--- Alternative 4 B
--- Alternative 1 A	--- Alternative 5
--- Alternative 1 B	--- Alternative 3 C
--- Alternative 2	--- Alternative 4 A



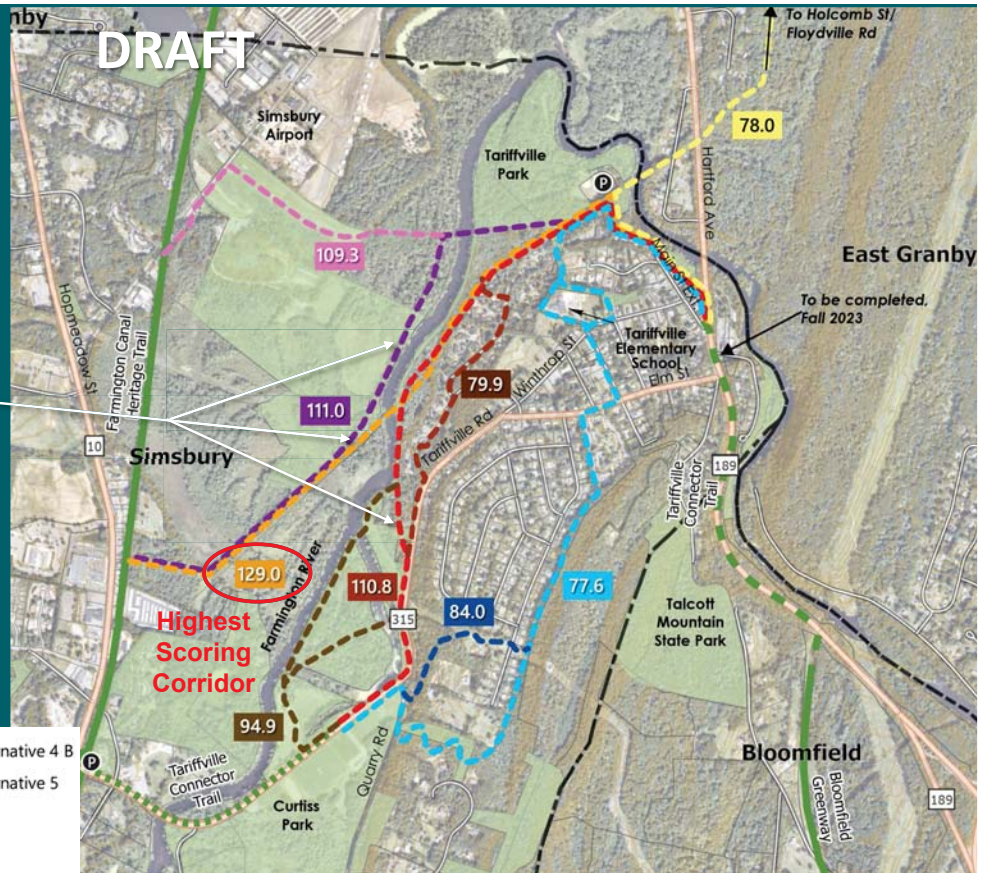
Alignment Options Studied

Highest Scoring Alternatives

- Alternative 2 (129.0 points)
- Alternative 1A (111.0 points)
- Alternative 3A (110.8 points)

Simsbury Trail Alignments Studied

Alternative 1 A	Alternative 3 A	Alternative 4 B
Alternative 1 B	Alternative 3 B	Alternative 5
Alternative 2	Alternative 3 C	Alternative 4 A



Highest Scoring Alternative: Reuse of Former Rail Embankment



Highest Scoring Alternative: Reuse of Former Rail Embankment



Highest Scoring Alternative: Wetlands just west of Farmington River



Example of CTDOT-built boardwalk trail in Cheshire



Highest Scoring Alternative: Farmington River Crossing



Historic rail bridge abutment



Highest Scoring Alternative: EAST of the Farmington River



Pinch Point
at 6 White
Water Turn



Highest Scoring Alternative: Pinch Point at 6 White Water Turn

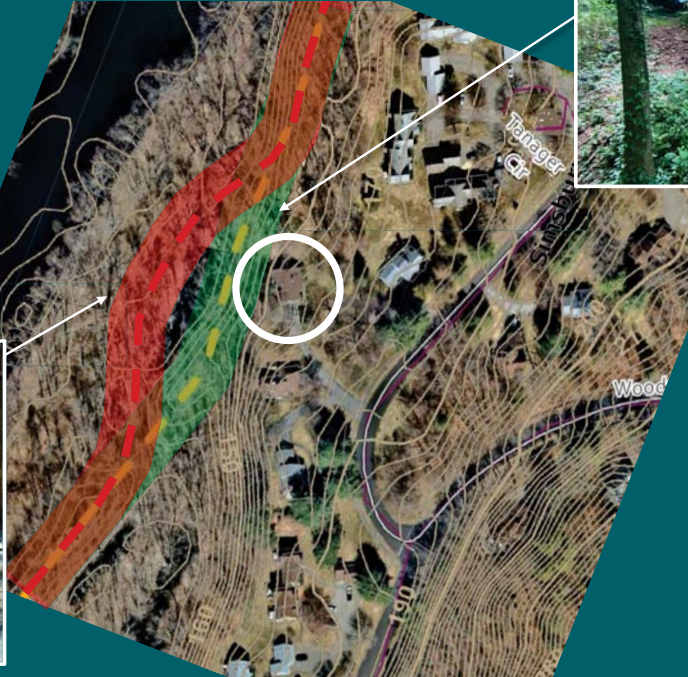
Elevated boardwalk option closer to the Farmington River

Pros:

- Maintains ~70' min. from homes
- Closer to the river / views

Cons:

- Property impacts
- potential impact to floodplain



Trail option at the top of the slope

Pros:

- Away from floodplain
- Along former RR path

Cons:

- Property impacts
- Proximity to residences

Highest Scoring Alternative: Connection to Tariffville Village Green



Tariffville Connector Trail



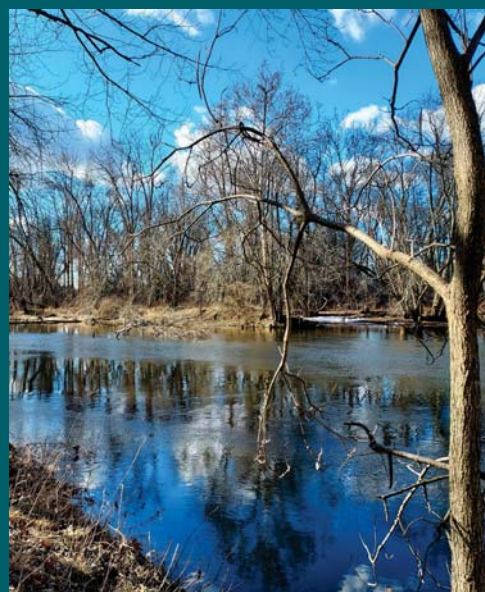
Achieving Project Goals

- ✓ • Regional Connection to the Farmington Canal Heritage Trail and East Coast Greenway route for walking, running, and bicycling
- ✓ • Primarily off-road route that young children would be comfortable riding a bike
- ✓ • Connection to local parks & recreation opportunities
- ✓ • Link to the Tariffville Elementary School
- ✓ • Connection to nearby businesses
- ✓ • Well-designed and attractive trail infrastructure
- ✓ • Environmental stewardship of Farmington River



Next Steps

- Board of Selectmen support for advancing the highest scoring route alternative
- Request design/construction funding
- Initiate Preliminary Design
- Initiate environmental/cultural resource studies
- Public information meetings to review preliminary designs



THANK YOU!



Mark Jewell, AICP
mjewell@vhb.com



Phil Goff, AICP
pgoff@vhb.com

Caitlin Palmer
cpalmer@crcog.org



Parker Sorenson
psorenson@fhistudio.com



Partner Agencies & Organizations:

Federal
National Park Service

State
CT DOT
CT DEEP

Municipal
Town of Simsbury
Town of Bloomfield
City of Hartford
Town of East Hartford

NGO
East Coast Greenway Alliance
Riverfront Recapture
The iQuilt Partnership



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Resolution

"Endorsement of Preferred Alignment for the Tariffville Connection Trail"

WHEREAS, The Capitol Region Council of Governments (CRCOG), in cooperation with the Town of Simsbury, and Connecticut Department of Transportation (CTDOT) completed the Capitol Region East Coast Greenway Study (the "Study") that identified preferred routes for the East Coast Greenway also known as the "Tariffville Connection Trail"; and

WHEREAS, The Study included a public and stakeholder outreach component in conformance with state and federal planning process best practices; and

WHEREAS, The Town of Simsbury and the public will be afforded additional opportunities to review and comment during the design phase of the trail;

NOW, THEREFORE, BE IT RESOLVED that the Board of Selectmen of the Town of Simsbury supports the design of a multi-use trail along the Alternative Two alignment as identified in the Study with the condition that the trail be no closer than 20 feet to any habited home; and

BE IT FURTHER RESOLVED that the Town of Simsbury acknowledges the need for a maintenance agreement between the Town and the State to be developed prior to construction which will establish agreed upon maintenance responsibilities that will be assigned to each of the parties.

I hereby certify the foregoing to be a true and correct copy of a Resolution adopted by Board of Selectmen of the Town of Simsbury in meeting duly assembled on September 27, 2023, which Resolution has not been rescinded, amended, or modified in any way whatsoever.

Dated at Simsbury, Connecticut this 28th day of September 2023.

Trish Munroe
Simsbury Town Clerk



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Memorandum of Understanding with Simsbury Main Street Partnership
- Date of Board Meeting:** September 27, 2023
- Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager
- Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed agreement with Simsbury Main Street Partnership, the following motion is in order:

Move, effective September 27, 2023, to approve the Memorandum of Understanding with the Simsbury Main Street Partnership, and authorize Interim Town Manager Lee C. Erdmann to execute the agreement.

Should the Board of Selectmen wish to appoint a representative to be a liaison to the Simsbury Main Street Partnership Board, the following motion is in order:

Move, effective September 27, 2023, to appoint INSERT NAME as the Simsbury Board of Selectmen Liaison to the Simsbury Main Street Partnership' Board with a term expiring on December 4, 2023.

If the Board of Selectmen don't agree on a proposed Memorandum of Understanding but wish to authorize partial payment to the Simsbury Main Street Partnership, the following motion is in order:

Move, effective September 27, 2023, to authorize payment in the amount of INSERT to the Simsbury Main Street Partnership.

- Summary of Submission:**
At the June 12th and July 10th Board of Selectmen meetings the Board met in executive session to give guidelines to the Town Manager to draft and negotiate a Memorandum of Understanding with the Simsbury Main Street Partnership. As part of those negotiations the Simsbury Main Street Partnership has sent the attached version of the draft MOU as their counter to the Town's proposal.

Should the Board wish to make amendments to the document as it stands motions would need to be made.

As part of the MOU the Board of Selectmen get to designate one representative as a liaison to the Simsbury Main Street Partnership Board. Should there be desire to do so, the Board could appoint a member to that slot at tonight's meeting.

6. Financial Impact:

During budget deliberations in the spring the Board of Selectmen authorized \$50,000 to the Simsbury Main Street Partnership pending a Memorandum of Understanding with the organization that codifies the roles and responsibilities of each organization.

7. Description of Documents Included with Submission:

- a) Draft MOU Between the Town of Simsbury and the Simsbury Main Street Partnership




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Colleen O'Connor, Tax Collector

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective September 27, 2023 to approve the presented tax refunds in the amount of \$7,847.40, and to authorize Interim Town Manager, Lee C. Erdmann, to execute the tax refunds.

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

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

6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$7,847.40. The attachment dated September 27, 2023 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated September 27, 2023

REQUESTED TAX REFUNDS
SEPTEMBER 27, 2023

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2020					
Cesar Tobias	20-03-70790	\$14.04			\$14.04
Total 2020					
		\$14.04	\$0.00	\$0.00	\$14.04
List 2021					
Gumla Brandon E	21-03-57442	\$464.86	\$14.32		\$479.18
VW Credit	21-03-69683	\$80.33	\$2.48		\$82.81
VW Credit	21-03-69686	\$56.97	\$1.76		\$58.73
Total 2021					
		\$602.16	\$18.56	\$0.00	\$620.72
List 2022					
Aponte Carolos & Wanda	22-03-50580	\$303.27	\$9.84		\$313.11
Blanchette Robert J	22-03-51651	\$70.09			\$70.09
Dyson Michele D	22-03-55326	\$353.26	\$11.46		\$364.72
Honda Lease Trust	22-03-58599	\$192.69	\$6.25		\$198.94
Hyundai Lease Titling Trust	22-03-58933	\$460.76	\$14.95		\$475.71
JP Morgan Chase Bank	22-03-59434	\$921.39	\$29.90		\$951.29
JP Morgan Chase Bank NA	22-03-59482	\$1,174.27	\$38.10		\$1,212.37
Lee Daniel	22-03-60932	\$141.12	\$4.58		\$145.70
Lee Daniel	22-03-60933	\$176.17	\$5.72		\$181.89
Lyon Richard J Jr	22-03-61654	\$229.03			\$229.03
Mundy Patrick J	22-03-63460	\$83.68	\$2.71		\$86.39
Nash Donald	22-03-63630	\$26.01	\$0.84		\$26.85
Smith, Michael H	22-03-67976	\$54.09	\$1.75		\$55.84
Toyota Lease Trust/Toy.Motor Cr	22-03-69250	\$318.84	\$10.34		\$329.18
USB Leasing LT	22-03-69663	\$332.86	\$10.80		\$343.66
VW Credit Leasing Ltd	22-03-70147	\$644.08	\$20.90		\$664.98
VW Credit	22-03-70162	\$662.32	\$21.49		\$683.81
VW Credit	22-03-70168	\$178.38	\$5.79		\$184.17
VW Credit Leasing Ltd	22-03-70174	\$889.68	\$28.87		\$918.55
Wallace Michael D	22-03-70294	\$11.81	\$0.38		\$12.19
Wolfson Richard	22-03-70942	\$7.40	\$0.24		\$7.64
Total 2022					
		\$7,231.20	\$224.91	\$0.00	\$7,456.11
TOTAL 2020					
		\$14.04	\$0.00	\$0.00	\$14.04
TOTAL 2021					
		\$602.16	\$18.56		\$620.72
TOTAL 2022					
		\$7,231.20	\$224.91	\$0.00	\$7,456.11
TOTAL ALL YEARS					
		\$7,847.40	\$243.47	\$0.00	\$8,090.87




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Anonymous Donation for Home Heating Bills
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Kristen Formanek, Director of Community and Social Services

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the anonymous donation, the following motion is in order:

Move, effective September 27, 2023, to accept a donation from an anonymous donor in the amount of \$21,073.20 for the purpose of assisting local residents in need with their home-heating bills.
5. **Summary of Submission:**
An anonymous donor has designated Simsbury Social Services to receive a donation to its Keep Simsbury Warm program in the amount of \$21,073.20, to be used to help residents in need with home-heating costs. A letter accompanying this donation expresses the wish that all information regarding this gift remain anonymous.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted we will direct staff to send a "Dear Sir or Madam" thank-you letter to the donor through the charitable-giving organization that facilitated this donation.
6. **Financial Impact:**
The \$21,073.20 donation will be used to assist with home-heating costs for residents in need. The funds would be deposited into a Social Services special revenue fund used for this purpose.
7. **Description of Documents Included with Submission:**
None




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

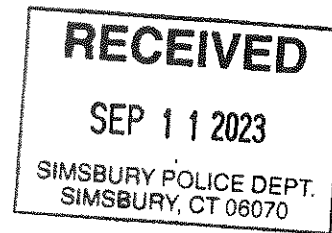
1. **Title of Submission:** Anonymous Donation through Renaissance Acquisition Co. LLC
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Nicholas J. Boulter, Chief of Police

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

Move, effective September 27, 2023, to accept an anonymous donation to the Simsbury Police Department in the amount of \$21,073.19 "to be used for such unrestricted charitable purposes as its governing Board shall determine."
5. **Summary of Submission:**
The Police Department received the attached letter with a check for the amount of \$21,073.19. The letter states in part..."the gift is payable to the Simsbury Police Department and is to be used for such unrestricted charitable purposes as its governing Board shall determine. Note that the trustee wishes all information regarding this gift to remain anonymous."

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval.
6. **Financial Impact:**
If accepted, the \$21,073.19 donation be deposited into a Simsbury Police Community Services special revenue.
7. **Description of Documents Included with Submission:**
 - a) Letter from Renaissance, dated September 6, 2023



September 06, 2023



Simsbury Police Department
933 Hopmeadow St, Lower Level
Simsbury, CT 06070

Dear Sir or Madam,

Renaissance Administration LLC is pleased to inform you that Simsbury Police Department was named as a charitable remainderman. After final distributions and expenses, the trustors designated your organization to receive the enclosed check.

Under the terms of this trust document, this gift is payable to Simsbury Police Department and is to be used for such unrestricted charitable purposes as its governing Board shall determine.

Note that the trustee wishes all information regarding this gift to remain anonymous. Please submit any requests for information or questions to Renaissance Administration, LLC via email to ops@reninc.com and include Doc Code ROSENB1.

Renaissance Administration LLC is pleased to have played a part in helping the donor(s) make this charitable gift. We are confident that their generosity will help Simsbury Police Department carry on the work to which it is so deeply committed.

Sincerely,

Trust Services - Closings

enclosure




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Donation from the Boswell Family
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the donation from the Boswell Family, the following motion is in order:

Move, effective September 27, 2023, to accept a donation of AED unit and outdoor secure enclosure case valued at \$2,849.00 from the Boswell Family.
5. **Summary of Submission:**
Christine Boswell, her family and friends hold a number of fundraisers each year in memory of Brian E. Koscher, their late husband, family member and friend. The cost of new AED and secure outdoor case will be \$2,849.00, the Boswell Family has graciously offered to cover the costs for this AED which will be installed near the Platform Tennis and Tennis/Pickleball Courts at the Simsbury Farms Recreation Complex.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Boswell Family for this generous donation.
6. **Financial Impact:**
This donation will save the Town of Simsbury \$2,849.00, allowing the Town to apply funds toward another AED in town parks project. The Boswell Family has agreed to cover additional installation costs.
7. **Description of Documents Included with Submission:**
None




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Greens Roller
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the donation from The Friends of Simsbury Farms, Inc., as presented, the following motion is in order:

Move, effective September 27, 2023 to accept a donation \$5,333.00 from the Friends of Simsbury Farms to partner with the Town of Simsbury and the Simsbury Farms Men's Club on a Greens Roller to be used on the Simsbury Farms Golf Course.
5. **Summary of Submission:**
The Friends of Simsbury Farms, is a 501(C)(3) non-profit organization, created in January 2016, intended to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends have recently supported the purchase or cost of a variety of facility enhancements at Simsbury Farms.

The Friends of Simsbury Farms Inc., and the Simsbury Farms Men's Club agreed to support the Golf Superintendent's request to purchase a new greens roller by sharing in the cost of this piece of equipment with the Town.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Friends of Simsbury.
7. **Financial Impact:**
The Town will utilize \$7,146.90 from the Simsbury Farms Golf Maintenance Equipment Surcharge Fund. This fund is comprised of revenues from a surcharge on greens fees at the Simsbury Farms Golf Course.
7. **Description of Documents Included with Submission:**
None




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation Acceptance Request for Simsbury Farms Men's Club – Greens Roller
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the donation from the Simsbury Farms Men's Club as presented, the following motion is in order:

Move, effective September 27, 2023 to accept a donation \$5,333.00 from the Simsbury Farms Men's Club to partner with the Town of Simsbury and the Friends of Simsbury Farms on a Greens Roller to be used on the Simsbury Farms Golf Course.
5. **Summary of Submission:**
The Simsbury Farms Men's Club, a 501(c)(7) social organization of golfers at Simsbury Farms, has agreed to assist in purchasing a new greens roller to the Town's Golf Maintenance Dept. The Club has an agreement with the Town which allows them to sell tee sign sponsorships at the Simsbury Farms Golf Course. Their hard work with this program has funded the purchase of many pieces of needed maintenance equipment and improvements at the golf course over the years.

The Friends of Simsbury Farms Inc., and the Simsbury Farms Men's Club agreed to support the Golf Superintendent's request to purchase a new greens roller by sharing in the cost of this piece of equipment with the Town.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Simsbury Farms Men's Club.
6. **Financial Impact:**
The Town will utilize \$7146.90 from the Simsbury Farms Golf Maintenance Equipment Surcharge Fund. This fund is comprised of revenues from a surcharge on greens fees at the Simsbury Farms Golf Course.
7. **Description of Documents Included with Submission:**
None




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Pond Aerator
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the donation from The Friends of Simsbury Farms, Inc., as presented, the following motion is in order:

Move, effective September 27, 2023 to accept a donation of a pond aerator pump/fountain valued at \$9,020.60 from the Friends of Simsbury Farms, Inc. installed in the #3 pond at the Simsbury Farms Golf Course.
5. **Summary of Submission:**
The Friends of Simsbury Farms, is a 501(C)(3) non-profit organization, created in January 2016, intended to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends have recently supported the purchase or cost of a variety of facility enhancements at Simsbury Farms.

The Friends of Simsbury Farms Inc., had accepted a request this past spring from Culture, Parks and Recreation Staff to fund the cost of a pond aerator for the #3 hole irrigation system retention pond at the Simsbury Farms Golf Course. This aerator was installed in the summer of 2023.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Friends of Simsbury Farms.
6. **Financial Impact:**
The generous donation of the pond aerator helps maintain a healthy pond environment for the aquatic life living there and adds to the beauty of the already stunning Simsbury Farms Golf Course. Installation costs for the aerator were \$312.00.
7. **Description of Documents Included with Submission:**
None



Town of Simsbury


933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation Acceptance Request for Friends of Simsbury Farms, Inc. – Water Fountain and Bottle Filler

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

3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation


4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the donation from The Friends of Simsbury Farms, Inc., as presented, the following motion is in order:

Move, effective September 27, 2023 to accept a donation of an ADA Accessible Water Fountain and Bottle Filler valued at \$6,620.00 from the Friends of Simsbury Farms, Inc. to be installed inside of the renovated Simsbury Farms Playground.

5. **Summary of Submission:**
The Friends of Simsbury Farms, is a 501(C)(3) non-profit organization, created in January 2016, intended to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends have recently supported the purchase or cost of a variety of facility enhancements at Simsbury Farms.

The Friends of Simsbury Farms Inc., has accepted a request this past spring from Culture, Parks and Recreation Staff to fund the cost of an accessible water fountain and water bottle filler which will be installed as part of the Simsbury Farms Playground renovations this fall.

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

6. **Financial Impact:**
The generous donation of the ADA accessible water fountain allows the Town to use more of the playground renovation budget toward the costs of play equipment and other items needed to make the playground more accessible. Installation costs for the water fountain are expected to be less than \$500.00.

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

None



Town of Simsbury


933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Simsbury Performing Arts Center Orthopedic
Associates of Hartford 5K

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

3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Joseph Hollis, Code Compliance Officer


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 September 27, 2023 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 OAH 5K at the PAC

5. **Summary of Submission:**
The Public Gathering Committee has approved the application for Simsbury Performing Arts Center. The event will be held on October 7, 2023 at the Performing Arts Center and surrounding Iron Horse Blvd. Bike Path. The event is scheduled to start at 7:00AM and end at 1:00 PM. Including setup and breakdown.

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. *This application does not apply to block parties, please refer to Simsbury Police Department.

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.** 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.

Applications must be received in office at least 6 WEEKS prior to the date of the proposed event.

Organization's Name: Simsbury Performing Arts Center, Inc.

Applicant's Name: Missy DiNunno

Mailing Address: 22 Iron Horse Blvd. (PO Box 245) Simsbury, CT 06070

Phone: 860-651-4052 Email: missy@simsburymeadowsmusic.com

Event Location: Simsbury Meadows Performing Arts Center

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: Saturday, October 7, 2023 (7a setup)

End: Saturday, October 7, 2023 (1:00p breakdown concludes)

**** Please see attached Event Outline for full schedule**

Number of people expected to be present for the event (incl. staff, volunteers, attendees): 200-400

- *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.

**Simsbury Police – 860-658-3100 933 Hopmeadow Street.*

*** Number of copies may vary, please check with the Simsbury Zoning Enforcement Officer.*

TOWN OF SIMSBURY USE ONLY:

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

Signature: _____ Date: _____

EVENT INFO

Description of Event:

Orthopedic Associates of Hartford Philanthropy Initiative supports a variety of nonprofit programs, and will enhance their resources through this fundraising effort where participants will complete in a 5K course, which will be confined to Iron Horse bike/walk path, and enjoy post-race music/vendors.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: 19T/19R

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

Portable toilets: YES NO NUMBER: 22

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

Tent: YES NO SIZE: 5 pop up
OPEN SIDES ENCLOSED

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

Lighting and/or sound equipment: YES NO

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

Does your event require electrical access? YES NO

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

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

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

Will alcohol be served at your event? YES NO

Number of vendors: _____ Service start and end times: _____

- *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.*
- *Notification of State DOT will need to be made at a minimum of 90 days, Town of Simsbury should be notified at the time of submittal.*

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

Will food trucks be present? YES NO
Number of food trucks to be present 2-3 coordinated by OAHPI

What type of fuel supply will be used for cooking? Propane Solid fuel Generator None

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

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent: YES NO CAPACITY: see attached
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

Will attendance be 1,500 or more persons? YES NO

- If 1,500 or more an incident command tent may be required and will need to be noted on the site map. Where required by AHJ, standby fire personnel shall be provided at the cost of the applicant

Will there be fireworks or special effects? YES NO

Has a state permit been issued? YES NO

When required by the AHJ, standby fire personnel shall be provided at the cost of the applicant.

Are staff aware and are fire or emergency evacuation procedures in place and documented?

YES NO

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? YES NO
- In advance? DATES: _____

Are DPW trucks required for use as barricades? YES NO

To be determined by Simsbury Police, Other vehicles are not permitted as barricades.

QUANTITY: 0 _____

- 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) = \$ 0.00

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? OAHPI will provide their medical staff

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

4 OLD MILL LANE, 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 a commercial ambulance be provided? YES NO

If YES the Simsbury Volunteer Ambulance Association needs to be notified.

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 200-400

Attendance will be: 200-400

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 9:30a

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: 200-400 / 50 = 8** PORTABLE TOILETS REQUIRED

**As per United Site Services Recommendation for event of this size/scope

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): Missy DiNunno

Applicant's Signature: *Missy DiNunno*

Date Signed: 8-16-23

REQUIRED SIGN OFFS (in order required)

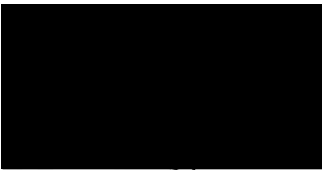

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief				
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal				
Simsbury Volunteer Ambulance				
Zoning Enforcement Officer				
Board of Selectmen				

EVENT SUMMARY

OAH Stride

Saturday, October 7, 2023

Public Gathering Permit Application Submitted: 8-16-23

CONTACT INFORMATION:	
Organization	Orthopedic Associates of Hartford Philanthropy Initiative Event website: https://oahstrides.itsyourrace.com/event.aspx?id=15950
Event Contact	Vanessa Rios Race Director OAHPI 
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052  Email: missy@simsburymeadowsmusic.com

TIMELINE:

Saturday, October 7, 2023	
7:00a – 8:00a	Load-in & setup
8a	Site opens for registration
9:30a – 11:30	OAH Stride
11:30p – 12:30p	Break down

EVENT DETAILS:

Description
Orthopedic Associates of Hartford Philanthropy Initiative supports a variety of nonprofit programs, and will enhance their resources through this fundraising effort where participants will complete in a 5K course which will be confined to Iron Horse bike/walk path, and enjoy post-race music/vendors.

Ticketing Information
N/A https://oahstrides.itsyourrace.com/event.aspx?id=15950

Parking	
Advanced Preparation	N/A
Management	SMPAC to manage
On-site Parking Fee	N/A

Expected Attendance	
Total Attendance Expected	200 - 400

Stage/Event Requirements	
Lights	N/A
Sound	Provided by client
Setup	TBD by client

Vendor Information	
Merchandise Sales Vendors	N/A
Food Vendors	SMPAC – OAHPI is coordinating 2-3 food vendors Location – along stone wall paved path Other Vendors – 2-4 additional info vendors Location – field inside wall
Services/Other Activities	Location – Tents for concessions and vendors will be set up inside wall. Tents will be self-provided 10x10 pop ups.

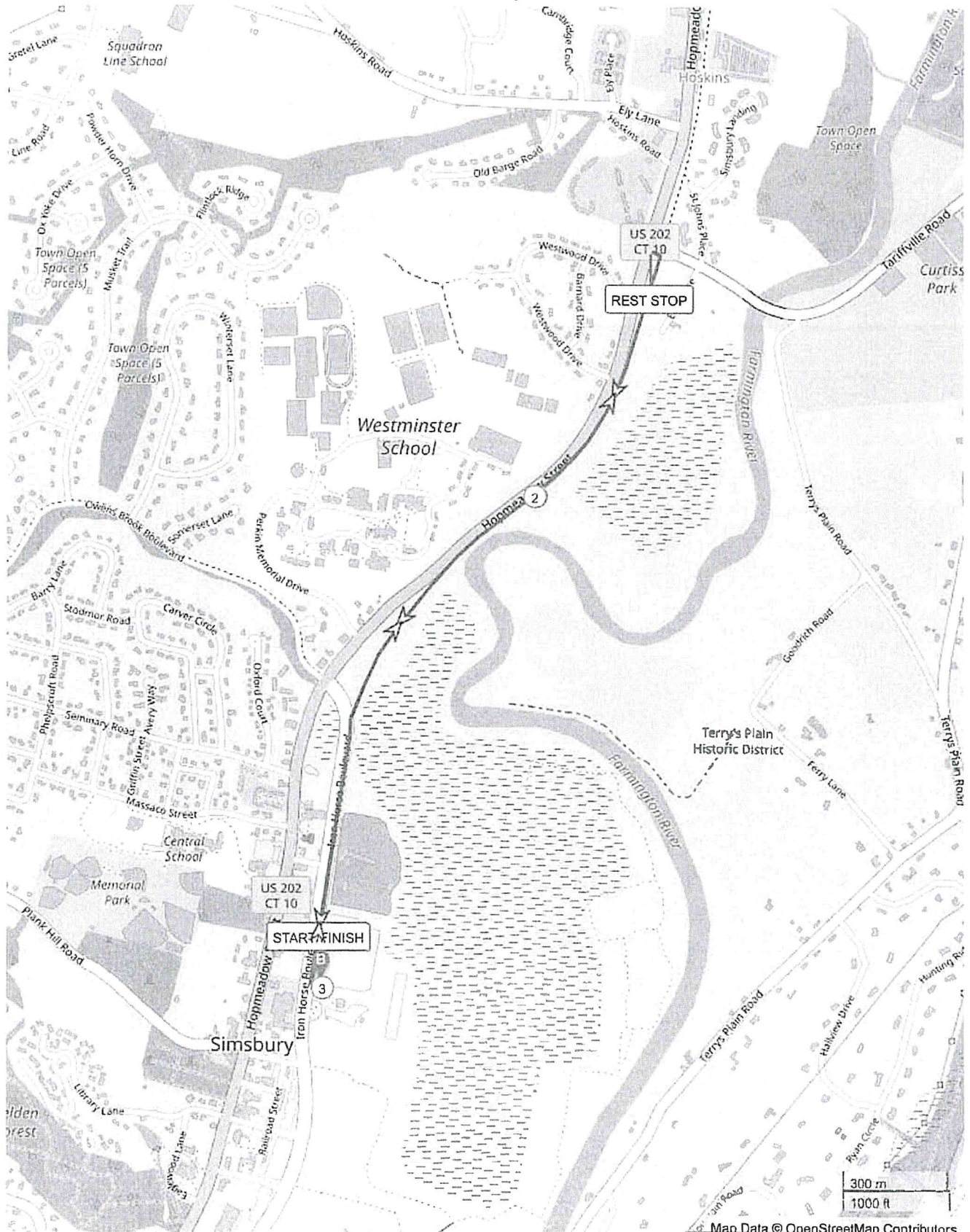
Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 15 Sinks - 5 Accessible - 2 TOTAL - 22
Location	North east field – N/A North west field – N/A South east field (adjacent to parking) - 22

Security	
Stage Security	N/A
Field Security	N/A
Overnight Security	N/A

Public Safety	
Police	N/A – all participants remain on Iron Horse Path
Fire	N/A
EMS	Medical volunteers provided by Orthopedic Associates of Hartford

Tents		
10x10	Number: 5	Sides: No
20x20	Number: 0	Sides: No
30x30	Number: 0	Sides: No
20x40	Number: 0	Sides: No

OAH Stride - 3mi Option



ROUTE DIRECTIONS

No	Miles	Turn	Directions

No	Miles	Turn	Directions
1	0.000		Start - Simsbury Meadows Performing Arts Center START/FINISH
2	0.017	→	Turn right onto Farmington Canal Heritage Trail
3	0.481	↗	Keep right onto Farmington Canal Heritage Trail
4	1.500		Rest Stop - Farmington Canal Heritage Trail & Tariffville Rd REST STOP
5	1.503		Turn Around Point - turn around at rest stop and head back down the Farmington Canal Heritage Trail
6	2.982	←	Turn left into performing arts center
7	3.000		FINISH

-RUBBER SIGN BASE BY
MYPARKINGSIGN OR
APPROVED EQUAL (TYP.)

**** Additional
Parking in
Lot C & D****

100' UPLAND REVIEW AREA

ACCESSIBLE SPACES

PASSENGER LOADING ZONE

VAN ACCESSIBLE SPACES

FUTURE PROPOSED
RESTROOM PAVILION

EXISTING TRAILER
DROP-OFF LOCATION

PROPOSED FUTURE
BUILDING EXPANSION

PROPOSED 5' CONCRETE SIDEWALK

BIKE RACK (4)
6'X14' CONCRETE PAD

**ACCESSIBLE
37
Spots**

**LOT A
25
Spots**

**LOT A
11 spots**

BIKE RACK (2)
6'X8' CONCRETE PAD

PROPOSED VEGETATED WATER QUALITY BASIN

RELOCATE EXISTING LIGHT POLE

162 FT. - 5 FT. WIDE AND
PERMEABLE PAVERS TRIANGLES

GRAVEL SHOULDER
(TYP.)

WATER QUALITY BASIN SIDE
SLOPES TO BE SEEDED WITH
NEW ENGLAND
CONSERVATION/WILDLIFE
SEED MIX (TYP.)

WATER QUALITY BASIN
BOTTOM TO BE SEEDED WITH
NEW ENGLAND WETMIX (TYP.)

PROPOSED TIMBER GUIDE
RAIL (TYP.)

**LOT B
70 spots**

12
Spots

PAINTED
ISLANDS
(TYP.)

PROPOSED TIMBER GUIDE
RAIL (TYP.)

RELOCATE EXISTING LIGHT
POLE AND CONDUIT

PROPOSED VEGETATED WATER QUALITY BASIN

TREE TO BE REMOVED

RELOCATE EXISTING
ELECTRICAL STRUCTURES
AND LIGHT POLE

Effective Future RMA 45
Provision (EL. 156.47/NAVD83)

Future RMA 45 Provision
(EL. 157.47/NAVD83)

Proposed Future RMA 45
Provision (EL. 156.47/NAVD83)

Future RMA 45 Provision
(EL. 157.47/NAVD83)

Future RMA 45 Provision
(EL. 156.47/NAVD83)

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(EL. 157.47/NAVD83)

Future RMA 45 Provision
(EL. 156.47/NAVD83)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Greenberg Rhein & Margolis, Inc. 1768 Litchfield Turnpike Woodbridge CT 06525	CONTACT NAME: Christine Coppola, CISR	FAX (A/C, No): (203) 397-2266	
	PHONE (A/C, No, Ext): (203) 389-4511	E-MAIL ADDRESS: christine@grminsurace.com	
INSURED Orthopedic Associates Of Hartford, PC & OAH Strides 74 Batterson Park Road Farmington CT 06032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Co		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: 10/7/23 5K 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EV121591	10/07/2023	10/08/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 0
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OTHER:						GENERAL AGGREGATE	\$ 3,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	N/A				PER STATUTE	OT-HER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Simsbury is additional insured as required by written contract. Coverage is primary/non-contributory & waiver of subrogation applies as required by written contract.



CERTIFICATE HOLDER Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	CANCELLATION 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 <i>Doris B Wagon</i>

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REQUIRED SIGN OFFS
(in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director			T. Tyburski 8/17/23	
Zoning Commission (As may be required by ZEO)				
Building Official			H. Miza 8/17/23	
Police Chief			G. Samsecki 8/17/23	
Dir of Public Works			T. Roy 8/17/23	
Dir of Health FVHD			J. Brown 8/18/23	
Fire Marshal			P. Townville 8/17/23	
Simsbury Volunteer Ambulance			K. Stewart 8/18/23	
Zoning Enforcement Officer			J. Hollis 9/18/23	
Board of Selectmen				




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Federal FY 2022 State Homeland Security Grant Program
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Mike Berry, Emergency Management Director

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports participating in the State Homeland Security Grant Program, the following motion is in order:

Move, effective September 27, 2023 to approve the Federal Fiscal Year 2022 State Homeland Security Grant Program Memorandum of Agreement, which makes the Town of Simsbury eligible for regional allocations made through the Region 3 Regional Emergency Planning Team. Further move, effective September 27, 2023, to approve the attached resolution that authorizes the Town Manager to execute all documents related to the grant award.
5. **Summary of Submission:**
The Federal FY 2022 State Homeland Security Grant Program (SHSGP) provides funding to state administrative agencies for emergency preparedness and response activities. The Department of Emergency Services and Public Protection (DESPP) and the Department of Emergency Management and Homeland Security (DEMHS) are retaining pass-through funds from this program in the amount of \$2,188,219.24 for regional projects designed to benefit municipalities. Projects include: regional collaboration; Connecticut Intelligence Center/Fusion Center; CBRNE detection and response, metropolitan medical response system; citizen corps program; medical preparation and response; and cyber security.
6. **Financial Impact:**
Region 3 Regional Emergency Planning Team (REPT), which we are part of, will receive \$480,956.15 for regional projects. The Capital Region Council of Governments (CROG) will serve as the fiduciary for these funds, and will provide programmatic oversight of the funding allocation. Specific projects will be developed and approved by the Region 3 REPT and DEMHS.
7. **Description of Documents Included with Submission:**
 - a) FY22 State Homeland Security Grant Program Memorandum of Agreement
 - b) Authorizing Resolution



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**




Data Sheet


Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information: 	
Person Completing Document:	
Municipality Name:	
Town CEO Name:	
Town CEO Title (ie. Mayor):	

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to ensure completion and accuracy of the following agreement.

1. Instructions for:

Received by: _____

For the MOA:

- A municipal point of contact has been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2022 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: _____, Capitol Region COG, Region 3 Fiduciary at:

2. Instructions for the Capitol Region COG as Regional Fiduciary

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. *(Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)*

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region COG (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2022 SHSGP in the total amount of \$2,188,219.24 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Medical Preparation and Response; 6. Citizen Corps. Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants;); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants;); and 11. Enhancing Community Preparedness and Resilience* (**denotes National Priority Project*).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including _____ – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3
6. _____ is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 3 REPT in the amount of \$480,956.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects, \$10,000 for election security projects, and an additional \$87,500 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and _____ enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of _____ and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 SHSGP for the eleven regional set-aside projects listed above, and also for The Capitol Region COG to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
_____ agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

- D. Capitol Region COG and _____ Responsibilities.**
- _____ also agrees to allow the Capitol Region COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$480,956.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects, \$10,000 for election security projects, and an additional \$87,500 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region COG (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 1 municipalities if requested.
6. The Capitol Region COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2022;

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region COG (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2022 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term “authorized training” means training that is authorized by DESPP/DEMHS.
- The term “custodial owner” means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Capitol Region COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region COG which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____.

4. Responsibilities of Custodial Owner

_____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by _____ shall conform to the manufacturer's recommendations. If appropriate, _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), _____ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3

6. Assignment of Asset(s).

If _____ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of _____ is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

_____ written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS	
Name & Title: Deputy Commissioner Brenda M. Bergeron	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: brenda.bergeron@ct.gov and DEMHS.HSGP@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE _____

By: _____ Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: _____

THE Capitol Region COG, as fiduciary agent By:

Its Chief Executive Officer
Duly Authorized
Typed Name _____

Date: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____

Brenda M. Bergeron
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION

AMENDMENT TO APPENDIX A

FOR THE [REDACTED]

Equipment Description

THE [REDACTED]

By: _____
Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title:

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B**



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

- 7.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 11.2.3 A process for reviewing policies and security measures at least annually
 - 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

13.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

13.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 13.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 13.7 (1)The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- 13.8 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2023 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

FY 2023 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

AUTHORIZING RESOLUTION OF THE
Town of Simsbury Board of Selectmen

CERTIFICATION:

I, Trish Munroe, the Town Clerk of the Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Selectmen at its duly called and held meeting on September 27, 2023, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Simsbury may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Lee C. Erdmann, as Interim Town Manager of the Town of Simsbury, is authorized and directed to execute and deliver any and all documents on behalf of the Simsbury Board of Selectmen and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Lee Erdmann now holds the office of Interim Town Manager and that he/she has held that office since June 1, 2023.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ____ day of September 2023.

Trish Munroe, Town Clerk

PLACE
SEAL HERE
(or "L.S." if
no seal)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- 1. Title of Submission:** Schedule a Public Hearing – Revisions to Town Code Section 85-6.1, Complex Projects
- 2. Date of Board Meeting:** September 27, 2023
- 3. Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Town of Simsbury Inland Wetlands Agency/Conservation Commission through George K. McGregor, AICP, Planning & Community Development Director

- 4. Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports scheduling a public hearing, the following motion is in order:

Move, effective September 27, 2023 to set a public hearing to receive public comment on the proposed amendments to Town Code Section 85-6.1 for 6:00pm on Monday, October 23, 2023.

- 5. Summary of Submission:**
The Town Code allows outside technical assistance for its land use commissions when reviewing large and complex projects. Section 85-6.1 states that commissions may engage subject matter experts such as engineers, traffic consultants, or soils scientists to assist the Commission when the nature, scope, or intensity is beyond the technical capacity of Town Staff to fully evaluate.

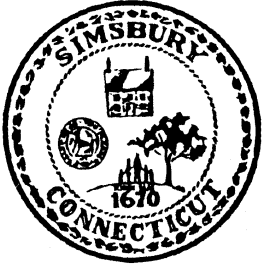
However, under the existing code, technical assistance, at the applicant's expense, is only available for a "*large and complex project*", which is defined as "*proposed new construction of 100,000 square feet of gross building area or more and/or proposed new parking areas of 200 parking spaces or more*". An application before the Conservation Commission might raise complex technical issues with potential impacts to wetlands and watercourses without involving large buildings or parking lots. In such an instance, third party technical assistance would not be available to the Commission.

A revision, removing the complex projects metric for the Inland Wetlands Agency, was requested by the Conservation Commission/Inland Wetlands Agency.

- 6. Financial Impact:**
There are no public financial impacts related to the changes.

7. Description of Documents Included with Submission:

- a) Letter from Conservation Commission
- b) Draft Amendment



Town of Simsbury Conservation Commission

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

May 16, 2023

Town of Simsbury
Board of Selectmen
933 Hopmeadow Street
Simsbury, Connecticut 06070

Honorable Board Members:

The Town Code allows outside technical assistance for its land use commissions when reviewing large and complex projects. Section 85-6.1 states that Commissions may engage subject matter experts such as engineers, traffic consultants, or soils scientists to assist the Commission when the nature, scope, or intensity is beyond the technical capacity of Town Staff to fully evaluate.

However, under the existing code, technical assistance, at the applicant's expense, is only available for a "large and complex project", which is defined as "proposed new construction of 100,000 square feet of gross building area or more and/or proposed new parking areas of 200 parking spaces or more". An application before the Conservation Commission might raise complex technical issues with potential impacts to wetlands and watercourses without involving large buildings or parking lots. In such an instance, third party technical assistance would not be available to the Commission.

We suggest that §85-6.1 A be amended to provide that subject matter experts may be retained at the Commission's discretion, without specific metrics being imposed. There would be no danger of excess on the commission's part since every proposal for the retention of an expert requires Board of Selectmen approval. There is no cost to the Town for the additional technical assistance.

The town code makes a provision for the retention of outside experts, at applicants' expense, to support the commission, but we submit that the relevant section, §85-6.1, is too restrictive.

We would very much appreciate support and your help in bringing this matter before the Board of Selectmen. Thank you for attention. A suggested revision of §85-6.1 A is attached.

Very truly yours,

Simsbury Conservation Commission

by Margery Winters
its Chairman

§ 85-6.1. Large and complex projects. [Added 9-10-2007]

A. For purposes of this section, "large and complex project" shall mean a land development project before the Planning Commission or Zoning Commission which has, cumulatively, proposed new construction of 100,000 square feet of gross building area or more and/or proposed new parking areas of 200 parking spaces or more or a project before the Conservation Commission which the Conservation Commission deems complex.

B. The Planning Commission, Zoning Commission, the Conservation Commission/Inland Wetlands and Watercourses Agency or Zoning Board of Appeals (hereinafter collectively the "land use agencies" or each individually a "land use agency") may require additional technical assistance in reviewing and evaluating applications for a large and complex project if the land use agencies or a land use agency determines that the nature, intensity, scope or impact of the proposed development is beyond the technical capacity of Town staff to fully evaluate and the actual cost of processing a municipal land use application exceeds the established minimum fee. The requested technical assistance shall directly pertain to the statutory jurisdiction of the land use agencies or land use agency requesting the supplemental fee. The requested supplemental fee shall be limited to the documented actual cost of retained technical consultants as noted in Subsection F.

C. When, after consulting with their staff, the land use agencies or a land use agency makes such a determination that a consultant or consultants with technical expertise in engineering, traffic, environmental, economics, planning and law and/or independent studies are required to process the application, the land use agencies or a land use agency shall obtain proposals from identified consultants. After receiving proposals for such consultant or consultants and/or independent studies, the land use agencies or a land use agency shall recommend the retention of selected consultants and prepare an estimated fee based on the actual costs of retaining such consultants and submit the proposed fee to the Board of Selectmen for adoption as a resolution. Prior to the submission of the proposed fee to the Board of Selectmen, the land use agencies or land use agency shall give notice of the proposed fee to the applicant and provide the applicant with an opportunity to comment on the scope and amount of the proposed fee.

D. After approval of the fee by the Board of Selectmen, the land use agencies or a land use agency shall bill the applicant for the approved fee. The approved fee for technical assistance, together with the application fee from the fee schedule, shall be paid forthwith. No application shall be deemed filed and complete unless accompanied by the appropriate application fees.

E. Any consultant fees not expended on review of the application shall be refunded to the applicant upon conclusion of the application process.

F. In the event that consultant costs are in excess of the approved fee paid by the applicant, the land use agencies or a land use agency shall bill the applicant, who shall pay such additional costs prior to the issuance of the permit or license sought. In no event shall the excess costs billed to the applicant exceed 110% of the approved fee.




Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Explanatory Text for November 7, 2023 Ballot Question
2. **Date of Board Meeting:** September 27, 2023
3. **Individual or Entity Making the Submission:**
Lee C. Erdmann, Interim Town Manager; Trish Munroe, Town Clerk

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the explanatory text for the ballot question as presented, the following motion is in order:

Move, effective September 27, 2023, to authorize the issuance of explanatory text as presented.
5. **Summary of Submission:**
At its July 10, 2023 meeting, the Board of Selectmen acknowledged receipt of a valid petition concerning the retail sale of recreational marijuana in the town of Simsbury. The petition met the minimum statutory requirement of not less than ten percent of qualified electors in town and authorized the following question to be added to the November 7, 2023 ballot: Shall the sale of recreational marijuana be allowed in the Town of Simsbury?

Pursuant to CGS Sec. 9-369(b), a municipality may, by a vote of its legislative body, authorize the preparation, printing and dissemination of factual explanatory text to accompany a local question. The explanatory text as presented was approved by the Town Attorney.
6. **Financial Impact:**
Minimal printing costs
7. **Description of Documents Included with Submission:**
 - a) Proposed Explanatory Text

TOWN OF SIMSBURY – BALLOT QUESTION AND EXPLANATORY TEXT

To appear on the November 7, 2023 Ballot

Question 1:

Shall the sale of recreational marijuana be allowed in the Town of Simsbury?

Explanatory Text:

The referendum question will determine whether the sale of marijuana for recreational purposes will be allowed in the Town of Simsbury. Effective July 1, 2021, possession and use of limited quantities of recreational marijuana became permissible in the State of Connecticut for persons at least 21 years of age. CGS Sec. 21a-422g provides that by petition of not less than ten per cent of the electors of any municipality, the question of whether to allow the sale of recreational marijuana in a particular municipality can be voted on by the electors of that municipality in a regular election. The Simsbury Town Clerk received a valid petition and pursuant to the statutory requirements, the Board of Selectmen authorized the question to be placed on the ballot and submitted to the electors at the November 7, 2023 election.

If the answer to the referendum question is “yes”, the sale of recreational marijuana will be permitted in the Town of Simsbury, subject to regulation by the Town and the State of Connecticut, including any applicable zoning regulations that may have been or may be adopted.

If the answer to the referendum question is “no”, the sale of recreational marijuana will not be permitted in any part of the Town of Simsbury.

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members Chris Peterson, Eric Wellman, Sean Askham and Heather Goetz. Others in attendance included: Interim Town Manager Lee C. Erdmann; Culture, Parks and Recreation Director Tom Tyburski; Town Engineer and Director of Public Works Tom Roy, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Participants can address the Board of Selectmen in person at the meeting
- Email townmanager@simsbury-ct.gov by noon Monday, September 11, 2023 to register to address the Board of Selectmen live thru Zoon
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

Joan Coe, 26 Whitcomb Drive, spoke about the elections; alcohol and cannabis usage with proposed Town Ordinance; skills needed when hiring of new Town Manager; violations in zoning regulations; the record room and other issues.

Laurie Boyko, 15 Oakhurst Road, spoke about issues she has with the last meeting draft minutes and the rainbow crosswalk; publishing agendas and minutes; speaking at public audience/contacting officials; transparency and other issues. She also said she wished more people would speak at the Board meetings.

Sue Masino, 41 Madison Lane, invited everyone to the 4th Beaver Pond Wildlife Document Series on Thursday at the Simsbury Grange. Social hour begins at 6 p.m. She then gave the Board a printout of Grange activities. She also said she is surprised the Grange was not considered on the POCD. The POCD is in the 65-day period and information is very hard to find as to where to send comments, etc. There are a lot of creative ideas out there.

PRESENTATIONS

a) Discussion of Draft Memorandum of Understanding with the Simsbury Volunteer Ambulance Association (14:35)

The Board President of the SVAA Brian Clancy, thanked the Town for their support. He said the 2023 budget item was the result from ongoing discussions on increasing service levels and financial liabilities of increasing those service levels. SVAA and the Town share the same goals. He said SVAA has been increasing their level of service since September of 2022 and now they are in a financial deficit. He said they will continue to make regular reports to the Public Safety Committee and liaison between SVAA and Town Manager.

After discussion on the \$150,000 and how this is for the 2023-2024 budget and schedule issues, Mr. Askham suggested a change in section 2 – “Unless call volume analysis creates a need for schedule changes in consultation with the Town Manager.”

Mr. Askham said this was never meant to be more than financial security for the SVAA with a safety net while providing continuity of care if catastrophic situation happens.

Ms. Goetz made a motion to amend the agenda to add item k) Simsbury Fly Over. Mr. Askham seconded the motion. All were in favor and the motion passed.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

Interim Town Manager, Lee C. Erdmann, reviewed the Town Manager’s report.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – there was no report at this time.
- b) **Finance** – there was no report at this time.
- c) **Public Safety** – the Public Safety Committee meeting was cancelled so there is no report at this time.
- d) **Board of Education** – there was no report at this time.

Ms. Abbuhl said there will be a Wellness Fair/Flu Clinic , sponsored by the Senior Center and Public Library with blood pressure monitoring, blood sugar monitoring, memory screening, etc. on Monday, October 23rd at the Public Library from 1 - 4. People need to contact the VNA to make flu shot appointments.

Ms. Abbuhl said the Senior Center Fashion Show and Lunch will be held on October 19th from 12 - 2 at Eno Hall. Please call the Senior Center to register.

Mr. Askham reminded everyone that they should check all their batteries, generators, and gas to be prepared if there are any other power outages.

Ms. Goetz said the Friends of the Simsbury Library Giant Youth Book Sale will be held at the High School on September 30th and October 1st. They have one week left to collect donations on Tuesday and Friday from 10 - 12 at the Library.

Ms. Goetz said Main Street Partnership said the State Farm offices have been sold but will remain State Farm; Simsmore Tennis has been sold but will remain tennis; Metro Bis purchased 1 Grismill which they will turn into a 6 room hotel. Also Spoon Full of Britain has opened their tea room.

SELECTMEN ACTION

a) Memo of Understanding with Simsbury Fire District (51:55)

Ms. Mackstutis said permit fees for the Fire District were discussed at the July meeting.

Mr. Erdmann said the Memo of Understanding incorporates past agreements for tax collection services for the Fire District and dispatch services for the Police Department for the Fire District. The new service will start on

October 1, 2023 for building permit fees on top of the Town’s fees according to State Statutes. They want to add \$5 on top of the Town fees for their Fire Marshall time usage. The Twon will collect that fee and turn them over to the Fire District. The Fire District will pay the Town a 2% fee quarterly. The Fire District approved this Memo also.

Mr. Askham made a motion effective September 11, 2023, to approve the Memo of Understanding with the Simsbury Fire District and to authorize Interim Town Manager, Lee C. Erdmann, to execute the agreement. Ms. Goetz seconded the motion. All were in favor and the motion passed.

b) Memo of Understanding with Simsbury Volunteer Ambulance Association (55:30)

There was discussion during the Presentation and there was a change in section 2.

Mr. Askham made a motion, effective September 11, 2023, to approve the Memo of Understanding with the Simsbury Volunteer Ambulance Association with the changes to section 2, and authorize Interim Town Manager, Lee C. Erdmann, to execute the agreement. Mr. Wellman seconded the motion. All were in favor and the motion passed.

Ms. Abbuhl made a motion, effective September 11, 2023, to appoint Sean Askham as the Simsbury Board of Selectmen Liaison to the Simsbury Volunteer Ambulance Association’s Board with a term expiring December 4, 2023. Mr. Wellman seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion, effective September 11, 2023, to authorize payment in the amount of \$150,000 to the Simsbury Volunteer Ambulance Association. Mr. Wellman seconded the motion. All were in favor and the motion passed.

c) Tax Refund Requests (57:55)

Mr. Askham made a motion, effective September 11, 2023, to approve the presented tax refunds in the amount of \$17,453.15, and to authorize Interim Town Manager, Lee C. Erdmann, to execute the tax refunds. Ms. Goetz seconded the motion. All were in favor and the motion passed.

d) Donation from Jesse Israel and Elizabeth Sullivan, Supporting the Police Cadet Program (58:18)

Mr. Askham made a motion, effective September 11, 2023, to accept a donation from the Israel and Sullivan family in the amount of \$2,500 for the purpose of supporting the Simsbury Police Cadet Program with our thanks. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

e) Simsbury Historical Society Business Development Assistant Application (Permitting Fee Waiver Request) (59:00)

Ms. Mackstutis said the Historical Society is a non-profit and they are asking for fee waivers for the Design Review Board work and permit fee for the new building they are putting on their property.

After some discussion, Mr. Askham made a motion, effective September 11, 2023, to approve a 100% fee waiver request on local permit fees for the Simsbury Historical Society as presented in an estimated amount of \$893.00. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

f) Winter 2023-24 Simsbury Farms Rink and Paddle Tennis Fees (1:05:40)

Mr. Tyburski said the fees are straight forward. This is for the season-long fees. There have been cost increases at the rink and paddle courts.

Mr. Askham made a motion, effective September 11, 2023, to approve the Culture, Parks and Recreation Department’s Winter 2023-24 Fee Schedule as presented. Mr. Peterson seconded the motion. All were in favor and the motion passed.

g) Successors and Collective Bargaining Agreement between the Town of Simsbury and CSEA Clerical, Library, Secretarial Employees; Administrative and Professional Employees (A & P); and Supervisor Employees, July 1, 2023 – June 20, 2024 (1:09:00)

Mr. Erdmann said the labor attorney came to the Executive Sessions and set the parameters for the 1-year contract. It is for a 2.5% wage increase for this fiscal year only (59 Employees). There are 3 options, which would bring the budget over by 0.13%.

Mr. Askham made a motion, effective September 11, 2023, to authorize Interim Town Manager, Lee C. Erdmann, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Clerical, Library, and Secretarial Employees, July 1, 2023 – June 30, 2024, which shall enter into effect retroactively from July 1, 2023 and expire on June 30, 204.

Further move, to authorize Interim Town Manager, Lee C. Erdmann, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Administrative Professional Employees, July 1, 2023 – June 30, 2024 which shall enter into effect retroactively from July 1, 2023 and to expire on June 30, 2024.

Further move, to authorize Interim Town Manager, Lee C. Erdmann, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Supervisor Employees, July 1, 2023 – June 30, 2024, which shall enter into effect retroactively from July 1, 2023 and expire on June 30, 2024. Mr. Wellman seconded the motion. All were in favor and the motion passed.

h) Proposed Donation from The Daughters of the American Revolution (DAR) (1:13:15)

Mr. Roy said the Daughter’s of the American Revolution have been asking to do this for years. They wanted to plant the tree here at Town Hall but it isn’t a good fitting site. A pine tree died at Iron Horse Boulevard and that would be a much better fit.

Ms. Abbuhl made a motion, effective September 11, 2023, to accept a donation from the Daughter’s of the American Revolution, in the amount of \$1,100 for the purpose of planting an Elm Tree and relocating the existing “George Washington” plaque/monument from Town Hall to the landscaped median of Iron Horse Boulevard nearest to the intersection with Jim Gallagher Way with our thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

i) Amendment to CT Recreation Trails Program (CRTP) Grant Multi-use Trail to Curtiss/Pattison Parks (1:15:20)

Mr. Kessler said the CT Recreation Trails Program Grant Multi-use Trail to Curtiss/Pattison Parks will expire January 2024. He said they are asking for an extension as they are still tied up with the DOT process.

Mr. Askham made a motion, effective September 11, 2023, to authorize Interim Town Manager, Lee C. Erdmann, to execute the contract amendment from the State of CT Department of Energy and Environmental Protection (DEEP) to be in effect from January 13, 2017 to January 13, 2026. Ms. Goetz seconded the motion. All were in favor and the motion passed.

j) Schedule a Public Hearing for Ordinance Prohibiting the use of Tobacco, Vaping and Cannabis Products on Public Property (1:17:30)

Ms. Abbuhl said she and Ms. Goetz and Mr. Fitzgerald met to discuss this draft ordinance. They looked at ordinances at other towns and they also looked at fines. The scope of the ordinance is that it is prohibited to be used on all property used by the public which includes sidewalks, trails, parks, playgrounds and government buildings. She said the Town already has an ordinance for alcohol usage. People did reach out for the scope on that, but they were only charged with the tobacco, vaping and cannabis usage at this time. The fine for each offense would be \$100. The Town Attorney also reviewed this draft.

After some discussion, Ms. Goetz made a motion to schedule the Public Hearing for October 11, 2023 at 6:00 p.m. to receive public comment on the proposed Ordinance Prohibiting the Use of Tobacco, Vaping and Cannabis Products on Public Property. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

k) Simsbury Fly-In (1:35:11)

Mr. Roy said the 2 areas designed for parking for the Fly-In are not going to impact the farmers work. This extra parking would just help beat the demand on parking. The building on the Town’s property will also be torn down.

Mr. Askham made a motion, effective September 11, 2023, to allow the Simsbury Fly-In operators to parking vehicles on Town-owned property on Wolcott Road during their event on September 24, 2023. Ms. Goetz seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Appointment to Aging and Disability Commission (1:36:50)

Mr. Askham made a motion, effective September 11, 2023, to appoint Sue Fitzgerald as an Alternate Member of the Aging and Disability Commission. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

- a) July 10, 2023 Regular Meeting** – there were no changes to the Regular Meeting Minutes of July 10, 2023 and, therefore, the minutes were adopted.
- b) August 3, 2023 Special Meeting** – there were no changes to the Special Meeting Minutes of August 3, 2023 and, therefore, the minutes were adopted.
- c) August 30, 2023 Special Meeting** – there were no changes to the Special Meeting Minutes of August 30, 2023 and, therefore, the minutes were adopted.

Ms. Goetz said the people reading the minutes can't get a lot out of them the way they are written. Mr. Askham said they conform to FOIA. After some discussion, Mr. Erdmann will check to see if a "time stamp" can be used for the motions.

EXECUTIVE SESSION

a) Pursuant to General Statutes section 1-200(6)(E), discussion on strategy and negotiations with respect to Collective Bargaining for Unit Represented by AFSCME

Mr. Askham made a motion, effective September 11, 2023, to move to Executive Session Pursuant to CGS section 1-200(6)(E), discussion on strategy and negotiations with respect to Collective Bargaining for Unit Represented by AFSCME, and to include Interim Town Manager Lee. C. Erdmann and Attorney Mickael Harrington, at 7:40 p.m. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

Ms. Mackstutis made a motion to adjourn from Executive Session at 8:04 p.m. Mr. Wellman seconded the motion. All were in favor and the motion passed.

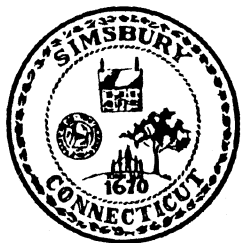
ADJOURN

Ms. Mackstutis made a motion to adjourn 8:04 p.m. Mr. Wellman seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

Time Stamps Corresponding to SCTV Recording Have Been Added to the Minutes. These Time Stamps Are Not Exact.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

MEMORANDUM

To: Board of Selectmen
From: Amy Meriwether, Finance Director
Cc: Lee Erdmann, Town Manager
Date: September 27, 2023
Subject: Recent Bond Sale

The Town is currently in the final stages of issuing bonds in the amount of \$22,165,000. As part of this process, the Town's bond rating was re-evaluated by Standard & Poor's (S&P). I am happy to report that the Town's AAA bond rating was affirmed.

The bond sale took place on September 13th with 17 underwriting firms bidding. The bonds were awarded to Raymond James & Associates with an interest rate of 3.47%. The offering generated a premium of \$970,000 (after fees). This premium was utilized to offset the par value of the issuance. Utilizing this offset the Town will also save an additional \$801,755 of interest costs over the life of the bond for a total savings of \$1,771,755.

In the FY23/24 budget debt was budgeted at \$7,806,810. Based on the final results of the sale, the updated debt service projections are anticipated to be \$7,550,217. This is a savings of \$256,593.