



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN

Regular Meeting – May 13, 2024 – 6:00 p.m.

Friends of the Simsbury Public Library Room, Simsbury Public Library

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Participants can address the Board of Selectmen in person at the meeting
- Email townmanager@simsbury-ct.gov by noon on Monday, May 13, 2024 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) Volunteer Policy Project Update
- b) Public Works Week Proclamation
- c) Bike Month Proclamation
- d) LGBTQ+ Pride Month Proclamation and Pride Flag Raising Ceremony
- e) Handicap Parking Awareness Month Proclamation

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

CONSENT AGENDA

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Successor Collective Bargaining Agreements Between the Town and CSEA Clerical, Library and Secretarial Employees; Administrative & Professional Employees; and Supervisor Employees, July 1, 2024 – June 30, 2025

- c) Department of Economic and Community Development Certified Resolution
- d) Community Farm Lease
- e) Public Gathering Permit – Simsbury Historical Society – Bushy Hill Historic House Tour
- f) Public Gathering Permit – SMPAC – Let’s Sing Taylor
- g) Public Gathering Permit – SMPAC – Tom’s Elton John Tribute
- h) Public Gathering Permit – St. Mary’s Church – Procession
- i) Proposed Human Resources Job Classifications and Descriptions
- j) Proposed WPCA Plant Operator I Reclassification
- k) Donation from the Simsbury Main Street Partnership

APPOINTMENTS AND RESIGNATIONS

- a) Appointments to the Fair Rent Commission
- b) Resignation of David Soskin from the Public Building Committee

REVIEW OF MINUTES

- a) April 15, 2024 Regular Meeting

COMMUNICATIONS

- a) Memorandum from M. Nelson re: Administrative Approval of Public Gathering Permits, dated May 13, 2024

EXECUTIVE SESSION

- a) Pursuant to General Statutes Section 1-200(6)(B): Discussion of Pending Litigation

ADJOURN



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Volunteer Policy Project Update

2. **Date of Board Meeting:** May 13, 2024

3. **Individual or Entity Making the Submission:**
Jessica Power, Town Manager's Office Intern

4. **Action Requested of the Board of Selectmen:**
This item is for informational purposes.

5. **Summary of Submission:**

The Town currently does not have a singular formal policy or procedure regarding volunteers. Some departments that utilize volunteers are Community and Social Services, the Library and Culture, Parks & Recreation.

Over the past few months, the Intern has researched how our comparable communities handle volunteers, created a Volunteer Handbook and developed a policy to set a uniform standard for the processing of Town volunteers.

6. **Financial Impact:**

The Town has partnered with Background Checkology to offer background check services for \$12.50 per volunteer and overall fiscal impact will be minimal.

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

- a) Volunteer Handbook (*forthcoming*)
- b) Volunteer Position Guidebook (*forthcoming*)
- c) Volunteer Application (*forthcoming*)



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Works Week Proclamation
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Tom Roy, Public Works Director / Town Engineer

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

Move, effective May 13, 2024, to adopt the Proclamation in honor of Public Works Week as presented.

5. **Summary of Submission:**

The week of May 19-25, 2024 is National Public Works Week. Our Public Works Department is crucial to the operation of our Town and, oftentimes, their work goes unnoticed. This proclamation recognizes and thanks some of our unsung heroes of Simsbury for the phenomenal feats they perform daily to keep the town running. This year, our Director of Public Works is also currently serving as the President of the New England Chapter of the American Public Works Association.

From the Buildings and Grounds staff who are in every building, every day, working tirelessly to keep our buildings clean and safe for employees and visitors alike; to our Engineering staff who manage all our construction projects; to our Water Pollution Control Facility staff, who spend their days protecting and preserving the Farmington River with the work that they do processing the town's waste water; to the Highway Department crew members, who toil endlessly so that passage along town roads is safe, via drainage work, paving projects, and the placement of guard rails, in addition to providing emergency response during storms year-round to keep roads open, whether from snow or downed trees; all of our Public Works employees provide essential services that improve our community, protect the environment, and keep everyone moving along smoothly.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Proclamation in Honor of Public Works Week

PROCLAMATION RECOGNIZING PUBLIC WORKS WEEK IN SIMSBURY

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Simsbury;

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are laborers, custodians, engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens;

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Simsbury to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities;

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

THEREFORE, BE IT RESOLVED, we the Board of Selectmen, hereby proclaim the week of May 19-25, 2024 as **PUBLIC WORKS WEEK** in Simsbury, Connecticut and call upon all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protect our national health, safety, and advance the quality of life for all.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 13th day of May 2024.

Wendy Mackstutis
First Selectman

Steven Antonio
Deputy First Selectman

Heather Goetz
Selectman

Kevin Beal
Selectman

Diana Yeisley
Selectman

Curtis Looney
Selectman



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Bike Month Proclamation

2. **Date of Board Meeting:** May 13, 2024

3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager

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

Move, effective May 13, 2024, to adopt the Proclamation in honor of Bike Month as presented.

5. **Summary of Submission:**
Simsbury is a silver-level recognized bicycle friendly community. Various bike related events are held throughout this month and the year. This proclamation is to honor May as Bike Month in Simsbury

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Proclamation in Honor of Bike Month

PROCLAMATION RECOGNIZING BIKE MONTH IN SIMSBURY

WHEREAS, millions of Americans use the bicycle as a healthy and environmentally sound form of transportation, an excellent tool for fitness and recreation, and bicycling offers a way to enjoy Simsbury's scenic beauty and surrounding landscape;

WHEREAS, Simsbury led the State as Connecticut's First Bicycle Friendly Community and bicycle-friendly communities have been shown to improve the health and quality of life for residents, by making our town attractive to businesses and citizens who enjoy safe, outdoor recreation that offers sustainable transportation while contributing to economic development, improving traffic congestion and pollution;

WHEREAS, the Simsbury Board of Selectmen, Simsbury Bike and Pedestrian Advisory Committee, Simsbury Public Schools, Simsbury Public Library, Culture, Parks and Recreation Department, Public Works Department, Police Department, and various companies and civic groups, will be promoting bicycling during the month of May;

WHEREAS, these groups offer many contributions to Bike Month as they help promote bicycle tourism and advocate for more education and greater public awareness of bicycle safety in an effort to reduce collisions, injuries, and fatalities, while improving the health and safety of everyone on our roads and multi-use trails;

THEREFORE, BE IT RESOLVED, we the Board of Selectmen, hereby proclaim May 2024 as **BIKE MONTH** in beautiful and Silver Level Bicycle Friendly Simsbury, Connecticut and we urge all of you to get your helmets on and start pedaling.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 13th day of May 2024.

Wendy Mackstutis
First Selectman

Steven Antonio
Deputy First Selectman

Heather Goetz
Selectman

Kevin Beal
Selectman

Diana Yeisley
Selectman

Curtis Looney
Selectman



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** LGBTQ+ Pride Month Proclamation and Pride Flag Raising Ceremony
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager
4. **Action Requested of the Board of Selectmen:**
The following motions are in order:

Move, effective May 13, 2024, to adopt the Proclamation in honor of Pride Month as presented.

Further move, to authorize the Pride flag to be raised outside of Town Hall for the month of June 2024.
5. **Summary of Submission:**
This proclamation recognizes June as Pride Month and Simsbury's commitment to being an inclusive community to all our residents. Should the Board support raising a Pride flag at Town Hall, the ceremony will take place on Monday, June 3rd, at 5:30 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proclamation in Honor of Pride Month

PROCLAMATION RECOGNIZING PRIDE MONTH IN SIMSBURY

WHEREAS, the Town of Simsbury is committed to supporting the visibility, dignity, and equity for everyone in our community and affirms our obligation to protect the most vulnerable among us;

WHEREAS, Simsbury recognizes the contributions of LGBTQ+ residents, students, employees, and business owners to the cultural and civic fabric of our town and remains committed to protecting their civil rights in our unified effort to forge a more open and just society;

WHEREAS, advancements have been made with respect to equitable treatment of LGBTQ+ people throughout the nation, but there continues to be discrimination, injustice, and acts of hate making it important for towns like Simsbury to stand up and show support for members of our community who identify as LGBTQ+;

WHEREAS, Simsbury joins many cities and towns across the United States in recognizing and celebrating June as LGBTQ+ Pride Month as a commitment to standing in solidarity with all LGBTQ+ Americans;

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ+ people in society;

WHEREAS, the Pride Walk along Iron Horse Boulevard serves as Simsbury's ongoing and unwavering commitment to diversity, equity, and inclusion;

WHEREAS, we ask for and encourage everyone to reflect on ways we can all live and work together with a commitment to mutual respect and understanding;

THEREFORE, BE IT RESOLVED, we the Board of Selectmen, hereby proclaim June 2024 as **PRIDE MONTH** in Simsbury, Connecticut in support of our LGBTQ+ community;

BE IT FINALLY RESOLVED, that the rainbow flag will be raised on June 3rd, 2024, recognizing all LGBTQ+ members of our community whose influence, advocacy, and contributions to our neighborhoods make the Town of Simsbury a vibrant community in which to live, work, and play.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 13th day of May 2024.

Wendy Mackstutis
First Selectman

Steven Antonio
Deputy First Selectman

Heather Goetz
Selectman

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Handicap Parking Awareness Month Proclamation
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Ed LaMontagne, Aging & Disability Commission Chair
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, effective May 13, 2024, to adopt the Proclamation in honor of Handicap Parking Awareness Month as presented.

5. **Summary of Submission:**
The Town of Simsbury Aging and Disability Commission, as part of its Action Plan, seeks to educate the Simsbury community regarding the appropriateness and legality of using handicapped parking. Usage of handicapped parking spaces is for authorized users. Motorists should not park their vehicles in the hash marks accompanying handicapped parking spaces so that users of those spaces are not prevented from entering or exiting their vehicles such as handicapped vans that are wheelchair accessible.

The Commission started the Handicap Parking Awareness program in 2012. The Commission will send out press releases to various media outlets and distribute posters as a method of educating the community. The Commission will also work with SCTV and the business community to help get the message out to the public.

The Simsbury Police Department posts this information on its social media accounts. The Police Department also communicates this information to its staff and directs them to pay particular attention to handicapped parking compliance during the month of June.

6. **Financial Impact:**
Minimal indirect costs will be incurred for staff time dedicated to information dissemination and compliance/enforcement activities.
7. **Description of Documents Included with Submission:**
 - a) Proclamation in Honor of Handicap Parking Awareness Month

**PROCLAMATION RECOGNIZING HANDICAP PARKING AWARENESS
MONTH IN SIMSBURY**

WHEREAS, it's crucial to recognize that handicap parking spaces are not a privilege for the few, but a requirement for those with disabilities, handicap parking spaces are not just a convenience but a necessity for individuals with disabilities and mobility issues;

WHEREAS, parking spaces are strategically located to provide easy access to public facilities, ensuring that those with mobility challenges can participate fully in society, these spaces often feature amenities such as wider access aisles and ramps to accommodate wheelchair users;

WHEREAS, handicap parking spaces are a lifeline for people whose mobility is restricted due to various physical conditions, by designating specific handicap parking spots, society acknowledges the need for inclusivity and accessibility;

WHEREAS, to promote fairness and ensure that handicap parking spaces serve their intended purpose, strict guidelines govern their use;

WHEREAS, guidelines are established by local authorities and adhere to national standards. In the United States, the Americans with Disabilities Act (ADA) outlines specific criteria for obtaining a handicap parking permit;

WHEREAS, individuals eligible for handicap parking spaces include those with mobility impairments, certain medical conditions, or disabilities that affect their ability to walk;

WHEREAS, it's vital to respect these rules and not misuse handicap parking spaces, as doing so can result in fines and penalties;

THEREFORE, BE IT RESOLVED, we the Board of Selectmen, hereby proclaim June 2024 as **HANDICAP PARKING AWARENESS MONTH** in Simsbury, Connecticut and call upon all citizens to ensure that those require handicap parking be allowed access to them.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 13th day of May 2024.

Wendy Mackstutis
First Selectman

Steven Antonio
Deputy First Selectman

Heather Goetz
Selectman

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Sherry Clemens, Tax Collector
4. **Action Requested of the Board of Selectmen:**
If the Board supports approving the tax refunds as presented, the following motion is in order:

Move, effective May 13, 2024, to approve the presented tax refunds in the amount of \$2,036.40 and authorize Town Manager, Marc Nelson, to execute the tax refunds.

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

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

6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$2,036.40. The attachment dated May 13, 2024 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated May 13, 2024

REQUESTED TAX REFUNDS
MAY 13

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2020					
Cummings, Conley	20-03-53951	\$161.24	\$5.26		\$166.50
Total 2020		\$161.24	\$5.26	\$0.00	\$166.50
List 2022					
CCAP Auto Lease LTD	22-03-52981	\$758.76	\$24.66		\$783.42
Diaz, Claudia	22-03-54774	\$74.16			\$74.16
Diaz-Flores, Rafael	22-03-54778	\$136.77			\$136.77
McManus, Edward & Hope	22-03-62626	\$32.74	\$1.06		\$33.80
Mineau, Margot	22-03-63049	\$489.86	\$15.89		\$505.75
Sullivan, Timothy	22-04-82949	\$382.87			\$382.87
Total 2022		\$1,875.16	\$41.61	\$0.00	\$1,916.77
TOTAL 2020		\$161.24	\$5.26	\$0.00	\$166.50
TOTAL 2022		\$1,875.16	\$41.61	\$0.00	\$1,916.77
TOTAL ALL YEARS		\$2,036.40	\$46.87	\$0.00	\$2,083.27



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Successor Collective Bargaining Agreements Between the Town and CSEA Clerical, Library and Secretarial Employees; Administrative & Professional Employees; and Supervisor Employees, July 1, 2024 – June 30, 2025
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager
4. **Action Requested of the Board of Selectmen:**
The Board has three (3) options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreements as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreements, **Option B** would be to reject the agreements as presented. If the Board rejects the agreements, the matter shall be returned to management and the union for continuation of the bargaining process. If the parties cannot reach a new agreement, the services of a mediator are used and/or the parties would process to binding arbitration.
 - **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30-day period.

If the Board supports adopting the successor collective bargaining agreements as presented, the following motions are in order:

Move, effective May 13, 2024, to authorize Town Manager, Marc Nelson, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Clerical, Library, and Secretarial Employees, July 1, 2024 – June 30, 2025.

Move, effective May 13, 2024, to authorize Town Manager, Marc Nelson, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Administrative & Professional Employees, July 1, 2024 – June 30, 2025.

Move, effective May 13, 2024, to authorize Town Manager, Marc Nelson, to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Supervisor Employees, July 1, 2024 – June 30, 2025.

5. Summary of Submission:

Since the contracts were negotiated in good faith and is scheduled to be voted on by the Union, I recommend **Option A**. The Town Manager's Office and Human Resources negotiated this proposed successor collective bargaining agreement with the three CSEA units. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement. The Union has ratified the agreements.

Highlights of the proposed agreement are as follows:

- Duration
 - 1 year – July 1, 2024 through June 30, 2025
- General Wage Increases
 - FY 25: 3.00%
- Juneteenth added as observed holiday
- Commission Clerk position removed from the SCL union and classified as Unaffiliated

6. Financial Impact:

The CSEA unions represent 59 full-time and some part-time employees. When factoring in the general wage increases, step increases, and payroll taxes, the total contract reflects an increase of \$170,351 or 3.44% for all 3 groups.

State-wide, we are seeing negotiated settlements for FY25 (average) general wage increases at 2.55%.

During budget preparation in the spring 2.53% was budgeted in the contingency fund. After being settled at 3% for all 3 groups this reflects a difference of \$23,386 compared to the budgeted amount or a 0.46% difference.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and CSEA SCL, July 1, 2024 – June 30, 2025
- c) Tentative Agreement between the Town of Simsbury and CSEA A&P, July 1, 2024 – June 30, 2025
- d) Tentative Agreement between the Town of Simsbury and CSEA Supervisors, July 1, 2024 – June 30, 2025

	Total Base Salaries	FICA/Medicare	Total	% Change from FY 24
SCL				
Baseline (FY24)	\$ 1,218,459	\$ 93,212	\$ 1,311,671	
FY25 - 3% GWI	\$ 1,269,213	\$ 97,095	\$ 1,366,307	4.17%
A&P				
Baseline (FY24)	\$ 1,809,702	\$ 138,442	\$ 1,948,144	
FY25 - 3% GWI	\$ 1,871,450	\$ 143,166	\$ 2,014,616	3.41%
Supervisors				
Baseline (FY24)	\$ 1,574,488	\$ 120,448	\$ 1,694,936	
FY25 - 3% GWI	\$ 1,620,231	\$ 123,948	\$ 1,744,179	2.91%
TOTAL				
Baseline (FY24)	\$ 4,602,649	\$ 352,103	\$ 4,954,752	
FY25 - 3% GWI	\$ 4,760,894	\$ 364,208	\$ 5,125,103	3.44%
	Total Base Salaries	FICA/Medicare	Total	% Change
Budgeted (2.53%)	\$ 4,739,170	\$ 362,546	\$ 5,101,716	
FY25 - 3% GWI	\$ 4,760,894	\$ 364,208	\$ 5,125,103	0.46%
Difference from Budget	\$ 21,724	\$ 1,662	\$ 23,386	

AGREEMENT BETWEEN
THE SIMSBURY SECRETARIAL, CLERICAL & LIBRARY
EMPLOYEES ASSOCIATION
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001

and

THE TOWN OF SIMSBURY

July 1, 2024 – June 30, 2025

WHEREAS, the current collective bargaining agreement between the Town of Simsbury (herein, the Town) and Administrative & Professional Employees Association, CSEA, Service Employees International Union Local 2001 (herein, the Union) expires on June 30, 2024.

WHEREAS, subject to the below conditions, the Town and the Union agree to extend the prior collective bargaining agreement for one year until June 30, 2025;

NOW THEREFORE, the parties agree to modify the collective bargaining agreement as follows:

1. All bargaining unit employees on the payroll at the time the contract is ratified by the parties shall receive a 3% wage increase effective to July 1, 2024
2. Juneteenth will be added as observed holiday under Article 7, Section 7.1.A
3. Commission Clerk position is declassified as a Union position and becomes an unaffiliated position

SCL Effective July 1, 2024

3% G.W.I

STEPS

GRADE		1	2	3	4	5	6	7	8	9	10
1	HOURLY	22.73	23.21	23.68	24.15	24.64	25.11	25.63	26.13	26.64	27.18
2	HOURLY	23.70	24.19	24.67	25.18	25.68	26.20	26.72	27.25	27.82	28.38
3	HOURLY	24.78	25.31	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65
4	HOURLY	25.92	26.44	26.96	27.51	28.04	28.62	29.18	29.77	30.38	30.96
5	HOURLY	27.06	27.63	28.15	28.72	29.31	29.87	30.49	31.09	31.71	32.33
6	HOURLY	28.32	28.88	29.47	30.04	30.64	31.25	31.87	32.55	33.17	33.83
7	HOURLY	29.62	30.17	30.79	31.42	32.03	32.68	33.34	33.99	34.69	35.37
8	HOURLY	30.90	31.52	32.14	32.78	33.46	34.11	34.79	35.49	36.22	36.92
9	HOURLY	32.28	32.92	33.59	34.26	34.93	35.64	36.35	37.08	37.83	38.58
10	HOURLY	33.76	34.44	35.12	35.82	36.56	37.26	38.02	38.78	39.57	40.35

The Union

Town of Simsbury

By: _____
Its Business Representative
Date: _____, 2024

By: _____
Its Town Manager
Date: _____, 2024

AGREEMENT BETWEEN
THE SIMSBURY ADMINISTRATIVE
& PROFESSIONAL EMPLOYEES ASSOCIATION
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001

and

THE TOWN OF SIMSBURY

July 1, 2024 – June 30, 2025

WHEREAS, the current collective bargaining agreement between the Town of Simsbury (herein, the Town) and Administrative & Professional Employees Association, CSEA, Service Employees International Union Local 2001 (herein, the Union) expires on June 30, 2024.

WHEREAS, subject to the below conditions, the Town and the Union agree to extend the prior collective bargaining agreement for one year until June 30, 2025;

NOW THEREFORE, the parties agree to modify the collective bargaining agreement as follows:

1. All bargaining unit employees on the payroll at the time the contract is ratified by the parties shall receive a 3% wage increase effective to July 1, 2024
2. Juneteenth will be added as observed holiday under Article 7, Section 7.1.A

A&P Effective July 1, 2024 (3% GWI)

GRADE	1	2	3	4	5	6	7	8	9	10
HOURLY										
A0	29.05	29.63	30.23	30.83	31.45	32.08	32.72	33.37	34.04	34.72
A1	36.68	37.41	38.16	38.92	39.70	40.49	41.31	42.13	42.97	43.83
A1-B	36.68	37.41	38.16	38.92	39.70	40.49	41.31	42.13	42.97	43.83
A2	39.16	39.94	40.74	41.55	42.38	43.23	44.10	44.98	45.88	46.80
A2-B	39.16	39.94	40.74	41.55	42.38	43.23	44.10	44.98	45.88	46.80
A3	41.80	42.64	43.49	44.36	45.25	46.15	47.07	48.02	48.98	49.96
A4	44.63	45.52	46.43	47.35	48.30	49.27	50.25	51.26	52.29	53.33
A5	47.64	48.59	49.56	50.56	51.57	52.60	53.65	54.72	55.82	56.93
A5-B	47.64	48.59	49.56	50.56	51.57	52.60	53.65	54.72	55.82	56.93
ANNUALIZED										
A6	92,557	94,412	96,299	98,226	100,189	102,194	104,237	106,321	108,449	110,617
A7	97,908	99,867	101,866	103,904	105,981	108,099	110,263	112,466	114,716	117,010
A8	103,577	105,646	107,759	109,915	112,111	114,354	116,643	118,974	121,354	123,781
A9	110,147	112,349	114,597	116,889	119,226	121,610	124,044	126,526	129,056	131,636

The Union

Town of Simsbury

By: _____
 Its Business Representative
 Date: _____, 2024

By: _____
 Its Town Manager
 Date: _____, 2024

AGREEMENT BETWEEN
THE SIMSBURY ADMINISTRATIVE
& PROFESSIONAL SUPERVISORS TOWN EMPLOYEES
ASSOCIATION
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001

and

THE TOWN OF SIMSBURY

July 1, 2024 – June 30, 2025

WHEREAS, the current collective bargaining agreement between the Town of Simsbury (herein, the Town) and Administrative & Professional Supervisors Town Employees Association, CSEA, Service Employees International Union Local 2001 (herein, the Union) expires on June 30, 2024.

WHEREAS, subject to the below conditions, the Town and the Union agree to extend the prior collective bargaining agreement for one year until June 30, 2025;

NOW THEREFORE, the parties agree to modify the collective bargaining agreement as follows:

1. All bargaining unit employees on the payroll at the time the contract is ratified by the parties shall receive a 3% wage increase effective to July 1, 2024
2. Juneteenth will be added as observed holiday under Article 7, Section 7.1.A

EFFECTIVE JULY 1, 2024 (3% GWI)

Grades											
5	1	2	3	4	5	6	7	8	9	10	11
	85,535	86,390	87,254	88,127	89,007	89,898	90,797	91,704	92,622	93,549	94,483
	12	13	14	15	16	17	18	19	20	21	22
	95,428	96,383	97,347	98,320	99,303	100,297	101,299	102,312	103,335	104,368	105,413
6	1	2	3	4	5	6	7	8	9	10	11
	91,312	92,224	93,147	94,078	95,019	95,969	96,929	97,899	98,878	99,866	100,865
	12	13	14	15	16	17	18	19	20	21	22
	101,874	102,892	103,920	104,961	106,009	107,070	108,140	109,222	110,314	111,417	112,532
7	1	2	3	4	5	6	7	8	9	10	11
	96,589	97,555	98,531	99,516	100,511	101,516	102,532	103,558	104,593	105,638	106,695
	12	13	14	15	16	17	18	19	20	21	22
	107,762	108,839	109,928	111,027	112,138	113,258	114,391	115,536	116,690	117,858	119,036
8	1	2	3	4	5	6	7	8	9	10	11
	102,178	103,200	104,231	105,274	106,327	107,390	108,464	109,548	110,644	111,751	112,869
	12	13	14	15	16	17	18	19	20	21	22
	113,997	115,137	116,288	117,451	118,626	119,813	121,010	122,220	123,443	124,677	125,924
9	1	2	3	4	5	6	7	8	9	10	11
	107,726	108,804	109,890	110,990	112,100	113,221	114,353	115,496	116,651	117,818	118,997
	12	13	14	15	16	17	18	19	20	21	22
	120,187	121,388	122,602	123,828	125,066	126,318	127,581	128,856	130,145	131,447	132,761
10	1	2	3	4	5	6	7	8	9	10	11
	114,105	115,245	116,398	117,562	118,738	119,925	121,124	122,336	123,559	124,794	126,042
	12	13	14	15	16	17	18	19	20	21	22
	127,302	128,576	129,862	131,161	132,473	133,797	135,134	136,486	137,851	139,229	140,621

The Union

Town of Simsbury

By: _____
 Its Business Representative
 Date: _____, 2024

By: _____
 Its Town Manager
 Date: _____, 2024



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Department of Economic and Community Development Certified Resolution
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Tom Roy, Director of Public Works / Town Engineer;
Adam Kessler, Deputy Town Engineer
4. **Action Requested of the Board of Selectmen:**
If the Board supports applying for a grant to aid the Simsbury Meadows Performing Arts Center's Bandshell Addition, the following motion is in order:

Move, effective May 13, 2024, to adopt a resolution for the SMPAC "Next Act" Bandshell Addition grant application to the Connecticut Department of Economic and Community Development and authorize Town Manager, Marc Nelson, to execute the resolution.
5. **Summary of Submission:**
At your April 15, 2024 Regular Meeting, the Board authorized a grant application to the CT Department of Economic and Community Development (CTDECD) for SMPAC's Bandshell Addition project.

The grant application requires the completion of a Certified Resolution.

At your meeting, it was discussed that the Resolution would be adopted in the event of a successful referendum result of the SMPAC Bandshell Addition capital funding.
6. **Financial Impact:**
If the grant is awarded in full, the amount would be \$900,000. The grant would fund the construction of the bandshell addition as anticipated by the Capital Improvement Plan (CIP). Town funds and SMPAC donations will account for the remaining portion of construction costs as stipulated by the CIP.
7. **Description of Documents Included with Submission:**
 - a) CTDECD Certified Resolution
 - b) CTDECD Financial Assistance Proposal

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, Marc Nelson , Town Manager , certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by Town of Simsbury
(Name of the Applicant)

at a meeting of its Board of Selectmen
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in
(Meeting Date)
any way whatsoever and is at present in full force and effect.

(Date) (Signature and Title of Official)

SEAL

WHEREAS, pursuant to PA 79-607 ,
(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the Town of Simsbury make an application to the State for
(Applicant)

\$ 900,000 in order to undertake the Simsbury Meadows Performing Arts Center
(Name and Phase of Project)

"Next Act" – Bandshell Addition and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE
Board of Selectmen
(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by
Department of Economic and Community Development
(State Statutory Reference)

2. That the filing of an application for State financial assistance by
Town of Simsbury
(Applicant)

in an amount not to exceed \$ 900,000 is hereby approved and that

Marc Nelson, Town Manager

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of
Town of Simsbury

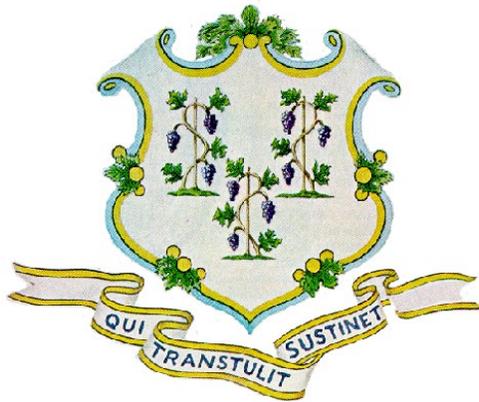
(Name of Applicant)

State of Connecticut

Governor Ned Lamont

Department of Economic and Community Development

Commissioner Daniel O’Keefe



Financial Assistance Proposal

For

The Town of Simsbury Simsbury Meadows Performing Arts Center “Next Act” Bandshell Addition

April 2024



April 19, 2024

Wendy Mackstutis, First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Dear Ms. Mackstutis:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of the Town of Simsbury’s plans for the Simsbury Meadows Performing Arts Center “Next Act” – Bandshell Addition project. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours.

This proposal represents Governor Lamont’s continuing commitment to support Connecticut’s municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal please contact Kimberley Parsons-Whitaker, your Project Manager, at 860-205-6350.

Sincerely,

Matthew J. Pugliese
Deputy Commissioner

Agreed and Accepted By:

Town of Simsbury

Name	Title	Date

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BACKGROUND

Applicant (or the “Primary Recipient”) Description: The Town of Simsbury, a municipality organized under the laws of the State of Connecticut (hereinafter, also referred to as the “Applicant” or the “Primary Recipient”), was incorporated in 1670. It is located in Hartford County and has a population of approximately 24,517 encompassing an area of about 34.3 square miles. The Town is considered a part of the Capitol Region Council of Governments. Its Labor Market Area includes the Hartford-West Hartford-East Hartford region.

Project Description: The Simsbury Meadows Performing Arts Center (“SMPAC”) “Next Act” project will build out SMPAC to a venue with infrastructure needed to attract outside promoters, large-name artists, and to enable SMPAC to affordably produce shows without the annual expense of renting trailers, portable toilets, etc. The project includes constructing an addition to the existing bandshell that includes performer dressing rooms, restrooms and office space for staff, meeting, and rehearsal space for SMPAC & for use by local and regional non-profits, a storage area, and public restrooms that offer more convenience for accessible attendees and families with infants/children who need changing areas. This expansion will allow SMPAC to funnel the rental fees into more diverse, larger scale programming that audiences desire and will therefore drive more ticket sales, bring more visitors into Simsbury to contribute to the local economy.

Project Property Description and Access Details: The “Project Property”, 22 Iron Horse Boulevard, Simsbury CT 06070, is owned by the Town of Simsbury.

SOURCE AND USE OF FUNDS

Sources of Funds

Town of Simsbury - bonds	\$ 850,000
Simsbury PAC Donation	\$1,032,881
DECD – Urban Act grant	\$ 900,000
Total	\$2,782,881

Use of Funds

Administration	\$ 5,000
Construction	\$2,529,881
Contingency	\$ 248,000
Total	\$2,782,881

** The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal (“Proposal”) is based upon the commitment of the Applicant to implement the Project as described herein. The State of Connecticut, acting through the

Department of Economic and Community Development (hereafter, “DECD” or the “State”) and under the provisions of the Connecticut General Statutes § 4-66c, proposes a financial assistance package consisting of a grant in the total amount of \$900,000 (“State Funding”). DECD State Funding shall not exceed \$900,000 of the Total Project Cost as described in this Proposal and as set forth in the most recently approved Project Financing Plan and Budget. The components of this State Funding are outlined below:

Applicant:	Town of Simsbury
DECD Financing:	\$900,000 Grant
Amount and Use of DECD Funds:	\$ 5,000 Administration <u>895,000 Construction</u> \$900,000 TOTAL

COLLATERAL

All legal matters in connection with the State Funding and any required security therefor shall be acceptable to DECD and its legal counsel. The terms of the Project’s Assistance Agreement (“Agreement”) supersede any language included under this section of the Proposal.

Mortgage Lien/Assignment

The Applicant shall provide a non-recourse mortgage (the “Mortgage”) of its property located at 22 Iron Horse Boulevard (the “Mortgaged Property”) as security for the Applicant’s obligations of completing the Project. DECD shall release the Mortgage when DECD has determined in its sole judgment that the Applicant has completed the Project within three years of the project start date. If the Project is not completed, DECD may foreclose the Mortgage but not seek a deficiency judgment. The Mortgage may be subordinated to the lien of a lender or other entities providing financing for the development of the Project Property referred to in the Proposal. Completion of the Project shall be demonstrated by a Certificate of Completion of completed terms as negotiated with the Applicant.

The Applicant shall provide to DECD copies of any and all environmental site assessment reports that have been obtained concerning the Mortgaged Property, as applicable. The Applicant shall also provide satisfactory evidence to DECD that all required remediation work on the Mortgaged Property has been properly completed, if applicable. An environmental indemnification agreement executed by the Applicant in favor of the DECD shall be required.

PROPERTY RESTRICTIONS

All legal matters in connection with the State Funding and any required security therefor shall be acceptable to DECD and its legal counsel. The terms of the Agreement supersede any language included under this section of the Proposal.

Negative Pledge

The Applicant will execute a Negative Pledge and Agreement (“Negative Pledge”) in a form acceptable to the DECD Commissioner, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Project Property, located at 22 Iron Horse Boulevard, in whole or in part, without first obtaining the

written consent of the DECD Commissioner for ten (10) years. The Negative Pledge shall be recorded on the land records of the Town of Simsbury.

Use Restriction

The Applicant covenants and agrees that the Project Property, located at 22 Iron Horse Boulevard, shall be used as entertainment and municipal stage and meeting space for 10 years. The Applicant agrees that it shall execute a Declaration of Restrictive Covenant (“the Covenant”) in a form acceptable to the DECD Commissioner, which shall be filed on the land records of the Town of Simsbury. The Covenant shall be enforceable by the State and shall provide that any conveyance of the Project Property shall be subject to the terms of the Covenant.

OTHER TERMS AND CONDITIONS

Acknowledgement

The Applicant will recognize in all press releases, signage, and other official communication that funding was provided through the State of Connecticut Urban Act grant. The Applicant will provide the Project Manager and Executive Director with two (2) weeks of advance notification of any ribbon-cutting or other public event to signal the kick-off or completion of the Project.

Retainage

DECD will hold back the last ten percent (10%) of State Funding until all required construction closeout documentation is submitted in accordance with the DECD Bidding, Contracting, and Construction Guidelines. This includes proof of completion of remediation work funded by the State Funding including, but not limited to, a Remediation Action Report, Verification Report, a recorded copy of the Environmental Land Use Restriction (“ELUR”), EPA Reports, DEEP Audit, abatement report, demolition report, or any other reports requested by the DECD Commissioner.

ENVIRONMENTAL COMPLIANCE

Connecticut Environmental Policy Act

Disbursement of state funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act (“CEPA”) review of project activities. If project analysis and review under the provisions of CEPA is necessary, then DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the project. Said firm shall work at the direction of DECD in assessing the project activities in accordance with CEPA (C.G.S. § 22a-1 and Regulations of Connecticut State Agencies §§ 22a-1a-1 to 22a-1a-12).

CONSTRUCTION COMPLIANCE

DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by DECD’s Office of Capital Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a Total Project Cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting, and construction monitoring requirements. In these cases, it

will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase, and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting, and construction monitoring requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; and f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

PROJECT ADMINISTRATION AND MONITORING PLAN

The Applicant shall be required to submit to DECD a project administration and monitoring plan, acceptable to DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Agreement and as approved in the Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State Funding. The plan should address how State Funding will be disbursed in conjunction and in accordance with all contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

REPORTING

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide (located at [Manuals Guides and Forms \(ct.gov\)](#)) and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the DECD Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the DECD Commissioner, examiners from DECD may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Project Financial Statements

The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at [Manuals Guides and Forms \(ct.gov\)](#). This information will be required to be provided within ninety (90) days after the expiration date of

the approved Project Financing Plan and Budget period or earlier as determined by the DECD Commissioner. Further information, such as supporting documentation (i.e., copies of invoices, cancelled checks, contracts, etc.) for the expenditures charged may be requested from the Applicant, as necessary.

Project Progress Reporting

Upon request, the Applicant shall submit progress reports acceptable to DECD. These reports shall delineate progress construction of the Project. The reports will be due on December 30 and June 30 and will be required to be provided until the expiration of the Project Financing Plan and Budget.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to closing the Agreement. The Agreement will not be signed by DECD until all required documents have been received, which include the following:

- Environmental reports
- Good Standing Letters from the Department of Labor, Revenue Services and Secretary of the State
- Department of Labor Letter of Determination for Prevailing Wage

EXPIRATION

The Applicant must accept this Proposal no later than thirty (30) calendar days after the date of proposal. In the event DECD does not receive the acceptance of this Proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the Project is approved, the Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to repayment in full of the State Funding, DECD's remedies may include, but not be limited to, the ability to collect an additional five percent (5%) in liquidated damages on the total amount of financial assistance, and to charge a fifteen percent (15%) per annum rate of interest on State Funding provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorney's fees and other such costs incurred by the State or associated with securing the State Funding. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No State Funding will be provided until the Applicant has paid DECD's legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with C.G.S. § 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting 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.

The Applicant will comply with C.G.S. § 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

Affirmative Action

The Applicant will comply with C.G.S. § 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Orders and Other Enactments

All references in the Agreement 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 Agreement at any time during its term, or that may be made applicable during the term of the Agreement. The Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Applicant's request, DECD shall provide a copy of these Enactments to the Applicant. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under the Agreement if it chooses to contest the applicability of the Enactments or DECD'S authority to require compliance with the Enactments.

The Agreement 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 the Agreement as if they had been fully set forth in it.

The Agreement 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; (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; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021.

If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of the Agreement as if fully set forth in it.

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this Proposal, the State, in its discretion, may elect to withdraw this Proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the Agreement, or with respect to any document furnished in connection with the Project; or
- The Applicant shall have abandoned or terminated the Project or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the Agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant acknowledges that the obligation of DECD to provide the State Funding set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State Funding will be subject to the standard terms and conditions established by DECD for financial assistance under § 4-66c of the Connecticut General Statutes. The Applicant will enter into an assistance agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this Proposal, and set forth the terms and conditions of the State Funding, and will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State Funding or any required security.

This Proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law and is executed in accordance with all applicable State procedures.

DECD CONTACTS

Project Manager: Your Project Manager is responsible for coordinating all aspects of the Project as it moves forward. Please consider the Project Manager as your main point of contact throughout the life of the Project.

Contact: Kimberley Parsons-Whitaker **Phone #: 860.205.6350**
Email: Kimberley.parsons-whitaker@ct.gov

Project Manager Supervisor: The Project Manager Supervisor is also available to you at any time for issues pertaining to the Project.

Contact: Melinda Wilson **Phone #: 959.895.5517**
Email: Melinda.wilson@ct.gov

Deputy Commissioner: The Deputy Commissioner is also available to you at any time for issues pertaining to the Project.

Contact: Matthew Pugliese **Phone #: 860.280.8710**

CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the Applicant over the life of the Agreement. This is not an attempt to define all of the terms and conditions as outlined in this Proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status	
		1	2	3	4	5	6	7	8	9	10		
State Single Audit (if applicable for non-profits/municipalities) – See Schedule B	Due within 180 days of FYE	X	X	X									
Unaudited balance sheet and Cumulative Statement of Program costs	Due within 90 days after the expiration date of the Project Budget Period or whenever all project funds are expended.	X	X	X									
Special Reports	Due every xx												

Applicant Initials

Date

NEXT STEPS

The following documents must be completed and returned to DECD within thirty (30) calendar days of acceptance of this Proposal.

- * Environment Reports

Please return the signed acceptance letter and initialed Client Obligation Checklist via email to your Project Manager or via mail to:

Department of Economic and Community Development
Office of Capital Projects
450 Columbus Boulevard
Hartford, CT 06103-1843

Attn: **Kimberly Parsons-Whitaker, Suite 5**

SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance

DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the Project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- C.G.S. § 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)
- State Historic Preservation Office (SHPO) Determination Letter

DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As-Builts)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until ninety-one (91) days after the date on the Certificate of Substantial Completion.

SCHEDULE B

TO: Municipal or Nonprofit Agency Grantee – DECD Program
FROM: Office of Financial Review
SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such non-state entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. The financial audit reports and State Single Audit reports are required to be filed with the Office of Policy and Management (OPM) within six-months of the auditee's fiscal year end and must be uploaded to the Office of Policy and Management's (OPM) Electronic Audit Report System (EARS) website. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. Any extension for filing an audit report past the statutory deadline must be approved by OPM. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form obtained from the OPM State Single Audit webpage <https://portal.ct.gov/-/media/OPM/2018ComplianceSupplementLastRevised10218pdf.pdf?la=en>.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency:

1. The Audit Report on the Financial Statements of the auditee
2. State Single Audit Report or program-specific audit report (if applicable)
3. Federal Single Audit Report (if applicable)
4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

If a program-specific audit is to be performed, the DECD *Consolidated Audit Guide for DECD Programs* must be followed https://portal.ct.gov/DECD/Content/About_DECD/Audit-and-Compliance/Manuals-Guides-and-Forms.

State Single Audit Regulation Sec. 4-236-28, states, “In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed”.

Any non-state entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – DECD, Office of Financial Review, 450 Columbus Boulevard Suite 5, Hartford, CT 06103:

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

File the following with your cognizant agency – OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106:

- *Auditor Notification Form (submit no later than thirty days before the end of the fiscal year of the entity to be audited)*
- *Extension Request For Filing Financial and State Single Audits if the audit cannot be filed by the due date (submit at least 30 days prior to the end of the six-month filing period)*
- *Complete Audit Reporting Package if subject to filing State Single Audit (submit within 30 days of completion but no later than the filing period deadline),*
- *State Single Audit Exemption Notification Form (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)*

If you have any questions, please contact Kristina Neborsky of DECD at (860) 500-2321.

Thank you for your attention to these matters.

EXTENSION REQUEST FOR FILING FINANCIAL AND STATE SINGLE AUDITS

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, Complete the form below and return by e-mail attachment to OPM.mfsforms@ct.gov at least 30 days prior to the end of the 6-month filing period.

Name of Entity: _____ Fiscal Year End: ____/____/____

Entity Address: _____ Zip: _____

Contact Person & Title: _____

Telephone: (____) _____ Email: _____

One-month extension:

Requested until ____/____/____ for Audited Financial Statements _____ Single Audit _____
(Check applicable reports)

Accounting Firm: _____

Telephone: (____) _____ Email: _____

Complete the Schedule on page two of this form identifying each significant item delaying the issuance of the audit report. Your extension request will not be approved without completion of the Schedule.

Independent Auditor's Name

Independent Auditor's Signature

Date

Chief Executive Officer's Name

Chief Executive Officer's Signature

Date

FOR OPM ACTION ONLY: Extension Approved _____ Date _____ Approved By _____

* Please allow 10 days for processing

EXTENSION REQUEST -----PAGE 2

Item / Issue	Information or Action Needed	Name of Person Responsible / Title	Planned Completion Date	Comments / Explanation

STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: _____

Municipal Finance Services
Office of Policy and Management
OPM.mfsforms@ct.gov

To whom it may concern,

This letter is to inform the Office of Policy and Management that for our fiscal year ended
/ / , the total expenditures of State financial assistance were less than \$300,000.
Total expenditures of State financial assistance awards for all programs were \$ _____.

Based on the guidelines established in C.G.S. 4-231(b), we are exempt from filing a
State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person and Title: _____

Name of Nonprofit/Government: _____

*Federal Employer Identification Number (FEIN): _____

Address: _____

_____ Zip: _____

Telephone: (_____) _____ Email: _____

Very truly yours,

*Chief Executive Officer

*Chief Financial Officer

* This form will not be accepted without a complete and accurate federal employer identification
number and the appropriate signatures.

Complete and return this form to OPM by email to OPM.mfsforms@ct.gov.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Community Farm Lease
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Tom Roy, Director of Public Works / Town Engineer

4. **Action Requested of the Board of Selectmen:**
If the Board supports awarding the Community Farm Lease to Flamig Farm Earth Products, the following motion is in order:

Move, effective May 13, 2024, to authorize Town Manager, Marc Nelson, to execute the Community Farm Lease agreement with Flamig Farm Earth Products for a five (5) year period, subject to final approval by the Town Attorney.

5. **Summary of Submission:**
The Community Farm lease was vacated in the summer of 2023. The Department of Public Works (DPW), with the Department of Agriculture, took over direct operations of the farm for the 2023 growing season and began the process of finding a new tenant. The DPW posted an RFP (Request for Proposals) in the fall of 2023 to determine the best candidate to assume operation of the farm while meeting the Town's goals for this property. The DPW formed a committee consisting of members of the community with expertise and an interest in the farm's operation to review the proposals and determine whom to recommend.

Ultimately, the proposal by Chris Latz of Flamig Farm Earth Products was selected. Mr. Latz is a Simsbury native who has years of experience in the farm industry. He has proposed an innovative approach that will combine his sustainable composting business with the maintenance and management of the farm. This model will support the Farm by providing a steady source of income that will be used in part to cover the significant costs that accompany running the farm without relying solely on grants. He is joined by a knowledgeable group that will help him bring the Farm back to the standards the Town is seeking, while also offering education and outreach to the community.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Flamig Farm Earth Products Proposal
 - b) Flamig Earth Products Plan of Use
 - c) Draft Lease Agreement



Town of Simsbury

Request for Proposal:

Lease of the Town Farm, 73 Wolcott Road, SIMSBURY, CT 06070

Presented By:

Flamig Farm Earth Products

Chris Latz

44 West Mountain Road

West Simsbury, CT 06092

Mailing: P.O. Box 246

chris@flamigearthproducts.com

Table of Contents

1. Letter of Interest
2. Background
3. Plan of Use
4. Sustainability Plan
5. Collaboration
6. Inclusive Strategy
7. Financial Proposal
8. Conflict of Interest Form
9. Photo Examples

1. Letter of Interest:

Flamig Farm Earth Products (FFEP) is interested in leasing the town farm in Simsbury. Our goal is to engage the public with agricultural education, sustainable and regenerative farming, and local composting. In doing so we will be able to support the Simsbury Food Pantry as well as other charities in our area.

Our goal is to bring the public to the farm and show them how their food is made as well to engage them in the process. We hope that in doing so they will have a better appreciation for local agriculture and its benefit to the community..

We will host tours of both the farm and compost facility where the operators will explain the processes and field questions.

We will host an apiary who will keep honey bees at the farm. We currently work with Hilltop Apiaries and would like to provide them a place to use on the property which can be used for education as well as to pollinate our crops.

Food generated will be donated to the Simsbury Food Pantry so that local residents can access fresh fruits and vegetables. We plan to activate the hoop houses and greenhouse as well as the walk-in coolers so that we can provide fresh produce to the food bank on a more year round basis.

2. Operator's Background:

Chris Latz

Chris has had an interest in agriculture ever since he was a young child. Chris first became interested in agriculture at the age of 5 where he attended the summer farm camp at Flamig Farm for the first time. As an active kid in Simsbury, Chris's summer's were busy with hockey camps, and summer baseball, but his interest in hard work and dedication to agriculture remained throughout his childhood. At the age of 13, Chris accepted his first job as summer camp counselor and farm hand at Flamig Farm, and after that summer Chris knew that in some form agriculture would be his future.

In addition to his work at Flamig Farm, Chris would work part time with Hall Farm and Tulmeadow Farm. At Hall Farm, Chris spent many hours on antique tractors in fields learning about organic vegetable farming. At Tulmeadow Farm, Chris learned and supported their haying operation. Chris would continue work at Flamig Farm throughout high school and into college, where he would learn the science of farming, at the University of Connecticut's College of Agriculture. Chris thrived in a hands-on academic environment where he was studying his life's passion, and would go on to receive academic scholarships, and an award based on his performance in the classroom. Chris would complete his studies with a degree in Turfgrass and Soil Science.

After graduating from UConn, Chris took on an ownership stake in a groundbreaking grass fed beef business where he partnered with Flamig Farm to convert a struggling dairy farm in Vermont into a farm raising grass fed beef cattle. Chris managed sales of the beef and helped with operations on the 500 acre, 250 head cattle farm where they transitioned the farm from a dairy cattle stock to a mix of hearty Scottish Highland/ Angus cattle hybrid. This new hybrid was both hearty and healthy in the harsh VT environment, as well as produced a marketable grass fed beef product. After that business transitioned, Chris took over Flamig Farm's mulch and composting business in 2015, and became sole owner in 2016. Since taking over Flamig Farm Earth Products, the business has grown tremendously in sales as well as scope. A fledgling composting area which was once disorganized was transformed into a space operating at its maximum efficiency and capacity. Flamig Farm Earth Products, now manufactures a composted organic mulch product, an organic compost product, an amended topsoil product, and firewood product which is produced 100% sustainably and locally. All of the raw materials at FFEP are obtained and sold within a hyper-local 20 mile radius, and 50% occur within a 5 mile radius. Flamig Farm Earth Products prides itself on sustainable practices, creating low carbon emissions, and sequestering tons of carbon each year.

- 24 years experience in higher education
- Academic training and teaching in history, political science, educational leadership and urban and community studies.
- Certified Master Gardener (UConn, 2023)
- NOFA Accreditation in Organic Land Care (In Progress, 2024)
- Full-time Volunteer at Simsbury Community Farms (2022-24)
- Supervise/Mentor Undergraduate Interns during UConn SCFS Summer Program (2022-24)
- 2023 Service-Learning Faculty Fellow
- Presented nearly 20 conference papers across the country.

Other Leadership/ Compost Team:

Together this team executes the day to day operations of the compost business as directed by Chris.

Todd Bedard Jr.:

- Employee since 2016
- Manages office, marketing, and dispatching
- Worked on family farms entire life

Taylor Coburn:

- Employee since 2019
- Manages yard and production with brother Sam
- Maintenance of equipment and trucks
- B.S. Montana State University Animal Science
- 10 years experience grassfed beef ranching

Sam Coburn:

- Employee since 2020
- University of New England Environmental Studies 2016
- Manages yard and production with brother Taylor
- Maintenance of equipment and trucks

3. Operator's Plan of Use:

Farm Plan:

1 Farm Manager w/ Master Plan

- Farm Manager directed by management (Chris + Stacy)
- Work with management to come up w/ planting plan
- Directly execute and oversee day to day operations of farm
- Oversee growers

Management: (Chris + Stacy)

- Master Growing Plan (location and design of planting beds)
- Management/ Coordination
- Planning
- Soil testing
- Soil Prep/ Tractor work
- Irrigation; Efficient + Timed
- Soil Nourishments (heavy emphasis on compost)
- Marketing
- Scheduling
- Fences
- Donations/ Collaborations/ Partnerships
- Maintenance
- And more

Chris will oversee operations of the entire farm. Day to day management and direction of the compost process will be directly under Chris's supervision. FFEP will expand and improve upon the existing composting project which is currently existing on the town farm land in section C of the map. FFEP will bring their own equipment, maintain their own equipment, with no financial responsibility to the town. FFEP will work with local partner Paine's Recycling to expand education of food waste with the long term goal of diverting food waste from the trash bin. We will recycle any food waste from the Simsbury Food Pantry which spoils into our compost. We seek to educate the community with tours of the facility and pilot projects at Simsbury Schools in partnership with Paines.

Compost and mulch generated at the facility will be used on farm fields to enhance the soil quality. In doing so we can improve the soil quality as well as the soil's health in those fields for generations to come.

FFEP will provide support and management to the growers of the land. The current state of the farm is far from reaching its potential. The farm can be better utilized with more strategic planning, better farming practices, and improved upkeep. For example, the buildings and site have great potential but have been left in a state of

neglect. FFEP will bring the buildings and site back to a state of useability and to the point where community members will be excited to use them. FFEP will then meet with the growers and discuss their goals to see how they can work within the master plan. This portion of the operation will occur in areas A and B on the map.

We will grow using regenerative farming practices which focus on soil health and sustainability e.g. Polyface Farm (Joal Salatin), White Oak Pastures Farm (Will Harris), Les Jardins de la Grelinette (Jean- Martin Fortier), Earth Care Farm, etc.

Growers:

- Act as growers under direct oversight of Farm Manager and Management
- Are given space in the master plan in combination with their help with master plan
- Required to submit proposal/ subject to annual performance review
- Must participate in the measured donation of produce
- Encourage growers to participate in a winning culture which can then be taken to their own projects as they move on and acquire their own land

An example crop plan FFEP will require from farmers is as follows:

BOOTSTRAP GARDEN PLANNER

START HERE

Your Garden Layout=> Bed length (ft) Bed width(ft) <=includes paths Total Beds=> Total Garden Area => s

Crop Name	CALCULATING STARTING AND HARVESTING DATES							CALCULATING SEEDS NEE				
	Harvest Start Date	Days to germination	Days to Transplant	Days to Maturity	Seed Starting Date	Length of Harvest from this Planting (weeks)	Harvest Finishes for this planting	Total Weeks of Harvest Expected	Yield Needed Per Week	Yield per Plant	Units	Safety Factor
Beans, bush	May 28	5	0	45	Apr 08	3	Jun 18	18	20	0.25	lbs	25%
Beans, pole	May 28	5	0	55	Mar 29	6	Jul 09	18	20	0.5	lbs	25%
Beets	May 28	7	0	55	Mar 27	2	Jun 11	20	100	1	each	25%
Bok Choy	May 28	5	28	35	Mar 21	2	Jun 11	20	20	1	each	25%
Broccoli	May 28	5	35	45	Mar 04	2	Jun 11	20	20	1	each	25%
Cabbage	May 28	5	35	45	Mar 04	2	Jun 11	20	20	1	each	25%
Carrot	May 28	7	0	60	Mar 22	2	Jun 11	20	200	1	each	25%
Cauliflower	May 28	5	35	45	Mar 04	2	Jun 11	20	20	1	each	25%
Cucumber	May 28	5	21	45	Mar 18	4	Jun 25	20	20	3	lbs	25%
Eggplant	May 28	5	35	55	Feb 22	8	Jul 23	12	20	2	lbs	25%
Kale	May 28	5	0	60	Mar 24	8	Jul 23	20	20	1	lb	25%
Kohlrabi	May 28	5	0	50	Apr 03	2	Jun 11	20	40	1	each	25%
Leeks	May 28	7	56	45	Feb 09	2	Jun 11	20	60	1	each	25%
Lettuce	May 28	5	28	35	Mar 21	2	Jun 11	20	40	1	each	25%



These crop plans will help to give a clear and concise plan for the season on what will be planted where, at what time, and what inputs might need to be made to the soil. Operations such as weeding, cultivation, and harvest dates will also be included. The goal is that these plans can be used as a guide for how the season should go, and can be demonstrated efficiently. Crop plans will also serve to prepare farmers for the next season's planting.

We would like to see the farm used to its full potential. All greenhouses and hoop houses will be activated and used. FFEP will work with growers to plan strategically so that the growing season may be extended at the beginning and end of the season. An example of strategic planning is planting spinach, lettuces, kales, chards, and other leafy greens in close proximity to a hoop house so that they can be transplanted into the hoop houses to provide nutritious leafy greens throughout as much of the winter as possible. Another example would be utilizing the heated greenhouse to start seeds so that we can plant starter plants in the fields earlier. We can also use additional starter plants as a way to kick start the season with our first plant sale of the year. There are many other techniques that can be implemented at the farm to ensure its maximum usage.

FFEP would like to better utilize all the buildings on the farm. An example of this is better utilization of the on site walk-in coolers and freezer. FFEP will repair the commercial grade coolers and freezers and use them to store produce for market in the warmer months and throughout the cooler months, so that fresh vegetables can be made available to the Food Pantry regularly in slower growing months.

As part of their sublease all growers would be required to meet with

management, present their plan of action for their farm, and upon presentation would be given an agreed upon set of deliverables. Examples of this can include but not be limited to; practicing a particular method of farming, volumes of produce metrics, gross profit goals, donation metrics in both dollars and volumes of produce etc. It is important to management that the farmers have a sense of shared responsibility for the space. As such, farmers would be responsible for maintenance and cleanliness of the common areas. All farmers will be kept accountable for the general condition and maintenance of the farm once it is brought back to a good starting point. Examples of maintenance would include; lawn mowing common areas, keeping the place tidy and swept, cleaning the bathrooms and restocking with supplies after use, keeping classroom and pavilion areas clean after use etc. Of course, management is ultimately responsible for the general upkeep and should any of the chores not be kept up with that will fall on them. FFEP has all of the commercial landscaping equipment needed to maintain the farm from an aesthetics point of view.

FFEP will perform all tractor duties necessary for the farm; mowing, tillage, etc. Farm manager will coordinate these tasks with management.

4. Sustainability Plan:

Sustainability has been the driving force behind FFEP from day one and it remains so today. We will inform guests on tours about the importance of sustainability, local agriculture, and soil, and encourage them to share their learnings. All farming that occurs on the farm will only be done in a sustainable way, and will be transitioned over to a regenerative model wherever possible. Examples of this include; rotational grazing/ planting, no-till farming, careful plant selection, and cover crops, etc.

Stacy has begun his NOFA organic certification classes which will allow us to bring the farm back into organic status much faster than if we did not have a certifier on staff.

FFEP will partner with Northeast Sustainable Agriculture Research and Education to work on projects which focus on long term sustainability of farming in the Northeast. The land will be improved upon and will be left in a much healthier state when the lease is fulfilled.

It is important that we restore the vitality of the soil at the farm. Upon acquisition the first thing we will do is a series of soil tests to get a scientific idea of where the health of the soil stands. After this we will employ operations to improve the soil as needed. Included in these operations will be light tillage to incorporate compost, mulches and cover crops, and soil resting. It is entirely possible that to ensure soil health and future planting success that some parts of the fields may need to be rested up to 1 full growing season. FFEP is willing to invest the time necessary to make sure the fields are healthy and suitable for the future regenerative/ no-till operation.

The design of the composting operation will be done according to the Simsbury Stormwater Management Guidelines and in coordination with Craig Coker of Coker Compost Systems. Craig has extensive experience in designing composting sites dating back to the mid seventies with 300 designs completed since 2005 alone.

Considerations to be made are erosion and water runoff, etc. These can be collected and mitigated using natural features like bioswales and manufactured wetlands which will be planted with native vegetation and also be used as educational pieces.



5. Collaboration Approach/ Benefit to Town:

“Not just growing food that is good enough for the poor, but to grow good food for the poor”

We will engage the community with the town farm in several ways.

Our goal is to bring in residents for seminars, farm to table dinners, and tours of the farm. We will donate a portion of our produce to the Simsbury Food Pantry. We will help our growers apply for any state or local grants which may be available to them.

Dr. Stacy Maddern of the University of Connecticut has agreed to provide interns to work throughout the growing season and to serve as a community partner in providing educational opportunities in his capacity as Assistant Professor in Residence in Urban and Community Studies. Dr. Maddern is also a member of the Sustainable Community Food Systems minor which is primarily funded by a grant from the USDA.

FFEP will continue to donate mulches, composts, soils, and firewood to the charity organizations and educational groups it has supported in the past as well as exploring new partnerships.

FFEP will utilize its large reach through existing customers, the FFEP website, and social media outlets to provide regular content on activities on the farm and to engage with the public and make them aware of upcoming events. We will also post videos with clips from seminars and teachings with how-to's etc. so that those that cannot attend seminars can receive some outreach and education.

The farm will benefit the Simsbury Food Pantry with weekly donations in the quantities that they need to keep the Food Pantry full. We will continue to work with Social Services to grow fruits and vegetables of high value to them (useful, snackable, etc.) All food used in educational programs will be donated to Simsbury Food Pantry. Chris will work with David Hart, a Simsbury resident who is the director of the House of Bread in Hartford to coordinate this portion of the project through his experiences.

Education:

Led by Stacy, our goal is to work with the Simsbury Board of Education to design an interactive curriculum so that the farm becomes a place students visit at various ages as they progress through the Simsbury Public School system. We will also have programming for adults interested in agriculture as well as for students from other town's.

Programs:

- Farm to Table K-12
- Year-Round Internships
- Student Organized Plots
- Composting Workshops
- Master Gardener Trainings
- No Till Farming
- Field Trips
- Agricultural Exchanges
- GIS Internships
- Community Outreach

Collaboration:

- CT NOFA
- UCONN
- Keney Park Sustainability Project
- Auerfarm
- Real Food CT
- CT Master Gardeners
- New CT Farmer Alliance

6. Inclusivity Strategy:

The goal of this project is to provide education and teachings to any and all interested in agriculture. It is our goal to attract interested parties and encourage them to pursue a career in agriculture. From our experience it can be very daunting to get started in farming as the barriers to entry seem so high and the potential return so little. We will provide space for growers to execute a crop plan and participate in a winning model which they can then take on to a space of their own. Being successful in a career in agriculture requires thinking outside of the box and the composting operation is a great example of this. Integrating all these processes into one site will give our growers a great example to follow.

The operational farm and composting operations will be further used to attract and educate people from all backgrounds to grow their interest in local agriculture and its value.

7. Financial Proposal:

Flamig Farm Earth Products intends to enter a partnership with the Town of Simsbury under the proposed \$1/ year lease terms. In exchange, FFEP will manage farm operations, compost operations, make weekly donations to the Simsbury Food Pantry, and provide an educational space for the public to learn about local sustainable agriculture.

In addition to the cost savings the compost facility will offer the town FFEP will invest in the farm via improvements. Dirt/ gravel roads will be maintained/ improved where necessary. Ditches and swales will be cleaned out and maintained. Fields which are overgrown and fence lines which have not been trimmed will be mowed and kept up with. FFEP has all the experience and equipment to do this including snow plows, tractors/ loaders, mowers, etc. All minor repairs that will be the responsibility of the farm as outlined in the RFP will be taken care of immediately so as to offer a space that the community can enjoy and want to visit.

FFEP owns all of the equipment necessary to run the composting operation and has been in active communication with its long standing agricultural lending partner Farm Credit East about the exciting move and expansion.

TOWN OF SIMSBURY

**Acknowledgement Form and
Charter Section 1103 Code of
the Town of Simsbury**

ACKNOWLEDGEMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception None

**CONFLICTS OF INTEREST
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Chris Latz

Name (Please Print)

10/21/23

Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at
http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf

Photo Examples:



1

¹ Fig. 1 Organized market garden style growing
Fig 2. Example of rotational grazing/ planting



2



² Fig. 1 Crops w/ event tents
Fig. 2 Compost site showing organized rows and loading area



Mason Street Farm Young Agrarians Event :: farmlove.org



3

³ Fig. 1 Walkable rows, easily accessible for teaching, mulched rows to keep tidy and reduce compaction
Fig. 2 Hoophouses in use with irrigation



4

⁴ Fig 1. Composting Operation
 Fig. 2 Example of loading area

of Simsbury

ic Information System (GIS)



2/13/2024



CLAIMER - NOTICE OF LIABILITY

for assessment purposes only. It is not for legal description purposes. All information is subject to verification by any user. of Simsbury and its mapping contractors assume no legal liability for the information contained herein.

Approximate Scale: 1 inch = 800 feet



Timeline and Goals

Year 1:

Growing:

- **. Begin rehabilitation to farm areas (fields, fences, hoophouses, etc...)**
 - 30~ total acres to be rehabilitated:
 - Plant cover crop to increase nutrients and stabilize soils, top dress fields with compost to amend organic material as well as macro and micro nutrient deficiencies We estimate that 75,000-100,000 lbs. of compost will be used on the farm annually
 - Remove vines and trees from deer fence and replace damaged sections. Restore fence so it is continuous and will protect future crops from wildlife. Repair damaged gates.
 - Evaluate repairs needed to hoop houses, plastic film has been replaced but doors are not all fully functioning etc.
 - Will provide report
- **Familiarize ourselves with property (irrigation, heated greenhouse, drainage patterns, etc.)**
 - Irrigation needs to be managed properly as well as reliably, establish system with this based on current infrastructure in place. Upgrade where needed.
 - Evaluate status and learn functions based on training from greenhouse manufacturing representatives. Gather racks, trays, etc. for seed starting and establish seeding program.
 - Provide report of inherited status, and upgraded status at end of year.
- **Begin process of re-certification of organic status (anticipate 2-3 years of records to achieve)**
 - Stacy has passed his NOFA test and as of 4/3/24 is an Accredited Organic Land Care Professional. Under his observation we will be able to bring the farm back into organic status. When we are able to be fully organic is determined off of future soil samples and plant tissues analysis (basically we grow plants in our soil and a control soil which is known to be organic. Upon maturation of the plant we remove tissue samples and send to the lab for testing. When the plants grown in the farm soil no longer show signs of trace chemicals known to be found in non organic fertilizers we will be considered organic.)

- Will provide soil and plant reports to town
- **Integrate compost into fields based on soil tests**
 - We estimate that 75,000-100,000 lbs. of compost will be used on the farm annually
- **Develop master plan for field plantings and design**
 - Have purchased field planting software and are in the process of designing growing plans
 - See attached photos for examples of master plan work
- **Develop lease to be used to sublease space to growers working within the master plan**
- **Interview growers in late fall/ early winter season for growing in 2025**

Educational/ Community Outreach:

- **Continue to build UConn's Sustainable Community Food Systems internship program**
 - As was the case last year, the program that Stacy works with in the summer provides a number of interns to work in the field. Last year Stacy had three working with one of the former growers at Simsbury Community Farms. Each worked about 100-150 hours assisting with various tasks and learning the basics of organic farming. Because of the late start last year, Stacy believes their efforts were substantial in saving the growing season. Below is a brief summary of the program:
 - *At the heart of the Sustainable Community Food Systems minor is an intensive internship (16-20 hours per week) with a single community partner that is part of the food system. Over the course of the summer and fall, you will gain practical experience through over 450 hours of paid and credit-bearing internship. This experience is then critically analyzed through an intersectional lens on the complexities of the entire food system that will become a part of your written portfolio. This portfolio, plus your internship hours, will reflect the summation of your work.*
- **NOFA Soil Health, One Saturday in August, 11am-2pm**
 - We will host CT NOFA in offering microscopy training where participants will view various soils and composts, looking at the different soil structures and the microbes that thrive in healthy soil. Demonstrations include how to prepare a slide for viewing, what you might find and how to evaluate your findings. This will be an ongoing series.
 - To learn more about the training, here's a link to the info on our website: <https://ctnofa.org/programs/soil-health/>

- **The Ethel Walker School**
 - EWS has expressed interest in a volunteer program this summer for a few students who would like to fulfill their community service requirement by starting a "farming" group with us in the fall. Stacy has arranged for two girls to come out this summer to create a foundation for this to continue. They will learn the basics of building and caring for a raised garden bed.
- **Begin outreach to higher education/ adult learning outlets for workshops**
 - We will explore opportunities in adult education through the UConn extension (Master Gardeners, Solid Ground) Individual Workshops with NOFA and Urban/Community Farmer Trainings (UConn Extension). In year one these will be in the planning phase with scheduling and activity to begin in year two.
- **Future Educational Opportunities:**
 - Given our unverifiable status as the operators of the farm, it has been difficult to book or provide confirmation for programs and events. Currently, Stacy has been in discussions with Campus Compact and Americorps who have an environmental stewardship program for students. Campus Climate Action Corps (CCAC) is now recruiting campus host sites from across the nation to support small teams of AmeriCorps members for our 2024-2025 service year. This is an incredible opportunity for campuses to initiate or deepen their community engagement efforts and design community-based solutions to your area's most pressing environmental issues. For a moderate programmatic fee, your campus can leverage an energized team of AmeriCorps members and unlock access to a national hub of leaders in community engagement and climate change in higher education.
 - Also, Urban and Community Studies at UConn (where Stacy teaches) will be officially merging with Geography and Environmental Studies to form a new department - Geography, Sustainability, Community and Urban Studies. We are currently planning on expanding our internship program (possibility with Americorps) to include a GIS Core and Rural Semester, both of which our organization will be included as a possible site.
- **Schedule meeting with Simsbury Board of Education and surrounding towns to discuss educational opportunities/ field trips**
- **Work with Simsbury Social Services to identify their needs for weekly donations**
- **Develop relationships with local restaurants for farm to table events**
 - Will meet with Chef Tyler Anderson of Millwrights restaurant first and see how many events he would be interested in. It was brought to my attention that Chris Nelson a local builder in town and investor in Millwrights built the pavilion at the farm for this purpose, so I believe it only fair to give them the first opportunity. Based on their interest my next conversations

will be with Chef Jeff Lizotte of Present Company and after that with the Doro restaurant group. We want the farm to table events to be an ongoing exciting summer event for the town but need to partner with restaurants and hospitality groups who can meet the need and share our vision.

Wood Waste Recycling:

- **Establish leaf/ tree/ other compost facility using 30~ acres in a fashion that is a model for environmentally conscious composting, in keeping with our current operation**
- **Take over wood waste and leaf composting project that is currently managed by the town**
- **Move wood waste and composting operation from Flamig Farm to Community Farm**
- **Receive zoning approval for compost operation**

Year 2:

- **Execute year 2 of master plan developed in Year 1**
- **Repair greenhouse based on report from year 1, make ready for winter use and seedling starting**
- **Start using modern no till growing techniques expand area towards river away from Wolcott road**
 - Cultivate 4 acres, leave the rest of the field in cover crop
- **Install drip and overhead irrigation in fields dependent on crop needs**
- **Add growers**
 - To farm up to 30 total acres
- **Continue submitting annual soil reports for organic re-certification process**
 - Will provide NOFA reports
- **Continue annual soil sampling and compost amendment**
 - Will submit dated tests to show improvements
- **Educational sessions will carry over from the planning phase into scheduled activities and workshops in coordination with UConn Extension, NOFA and SCFS.**
- **Host 2 farm to table dinner events**

- **Provide Simsbury Social Services with donations of food**

- Most recent reliable data from Simsbury Social Services dates back to 2016 when they received 1500 lbs. of produce annually. This will be our target donation to Simsbury Social Services in year 2 and we will tailor this to fit, as their needs may have changed.

Year 3:

- **Continued growth of composting operation**

- **Discussions with town to implement a food waste diversion program**

- Pilot program that began on 4/20/24 will lead us here

- **Established preliminary education program**

- Elementary/Middle/ High School programs for Simsbury schools and interested surrounding towns

- **Full time farm manager**

- The role of the farm manager will be to follow the farm plan as designed in collaboration with Chris and Stacy. They will be responsible for keeping up with and following the crop planning software (see attached), greenhouse operations, scheduling and management of hosted growers, and other day to day farm duties.

- **Expand farm to table events**

- Goal of 6 events

Year 5:

- **Farm fields are fully functional as market gardens using no till methods and all soil remediation is complete**

- Continued investment into the soils to ensure future health of soils and to prevent repeating previous mistakes

- **Educational program fully established and evaluation to discover additional opportunities will be underway**

- Consistent program of workshops w/ NOFA
- Internship program functional
- Functional community program working with Elementary schools
 - Each has created their own plot within educational area that they are taking care. The goal is to provide the students the lesson of

understanding their responsibility to provide to others less fortunate.

- **Farm to table events schedule is fully booked based on demand**
 - Monthly or more throughout the season

Wood Waste and Composting Process

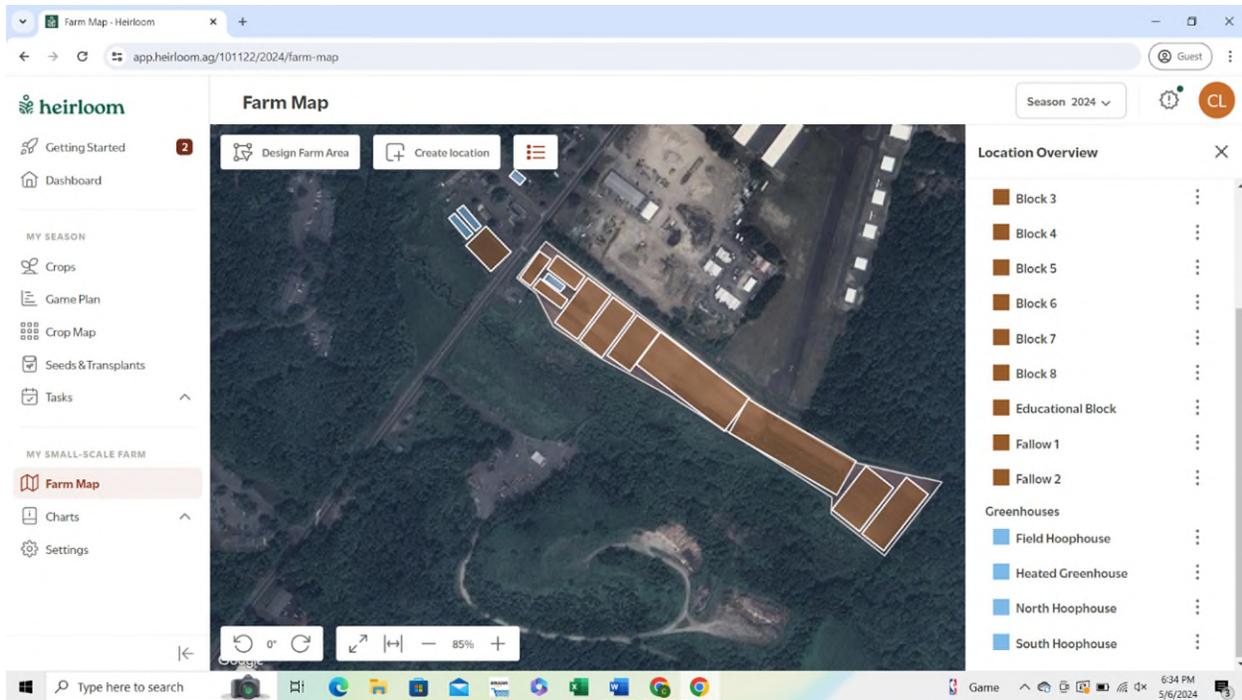
The processes that Flamig Farm Earth Products uses for wood waste and composting are unique and differ from large commercial operations in several ways. Our philosophy is to reduce waste in all processes and to streamline the cycle whenever possible.

Integral to this philosophy is our hyperlocal service area. In contrast to large commercial operations which import and export their materials and products from hundreds of miles away, we serve a roughly 10 air mile radius. This is important to us as it reduces our usage of diesel as well as the need for large trucks. We take pride in working and serving the communities that we live in. Our pride comes across in our willingness to help customers with their questions as well as our high level of quality in the products that we produce.

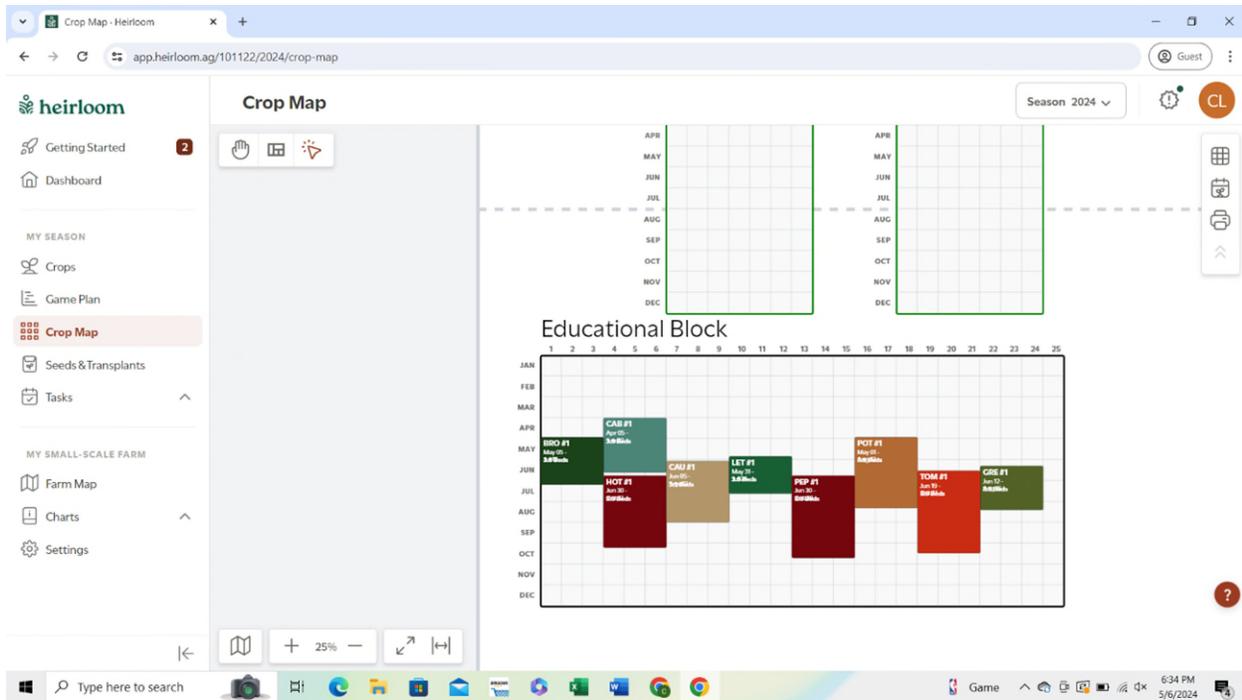
We believe in optimizing the value of the waste material that we receive. All waste that comes to our yard is either “dead, dying, or in the way” most of it coming from residential neighborhoods. We are a ZERO waste facility, everything that comes into our yard ends up as a valuable earth product.

- A log which meets our specifications for firewood will quickly be processed into split wood and put into a pile for seasoning. If the log does not meet firewood spec it is ground for mulch. Firewood is double screened to provide a clean product for our customers, the screened out pieces of wood go into our mulch product.
- Brush which comes to us is ground for mulch. Our mulch product is stored in large piles which serves two purposes. It cooks the mulch to high temperature which turns it to a beautiful natural brown color, it also inoculates any weed seeds that may be present in the wood.

- Leaves are placed into windrows and turned periodically when internal temperatures reach a minimum of 140 degrees for a 3 day stretch. This heating and composting process is naturally occurring and inoculates the compost from weed seeds or diseases that can be in the leaves.
- Waste soil excavated from residential projects is stockpiled and eventually screened with our compost to build a beautiful lawnsoil product which provides an ideal growing environment for grasses and other types of plants while reducing the need for irrigation and fertilization significantly.
- Stumps and other large pieces of wood are sheared down to be ground for mulch and the soils which are contained in them are added to the topsoil pile to be screened.



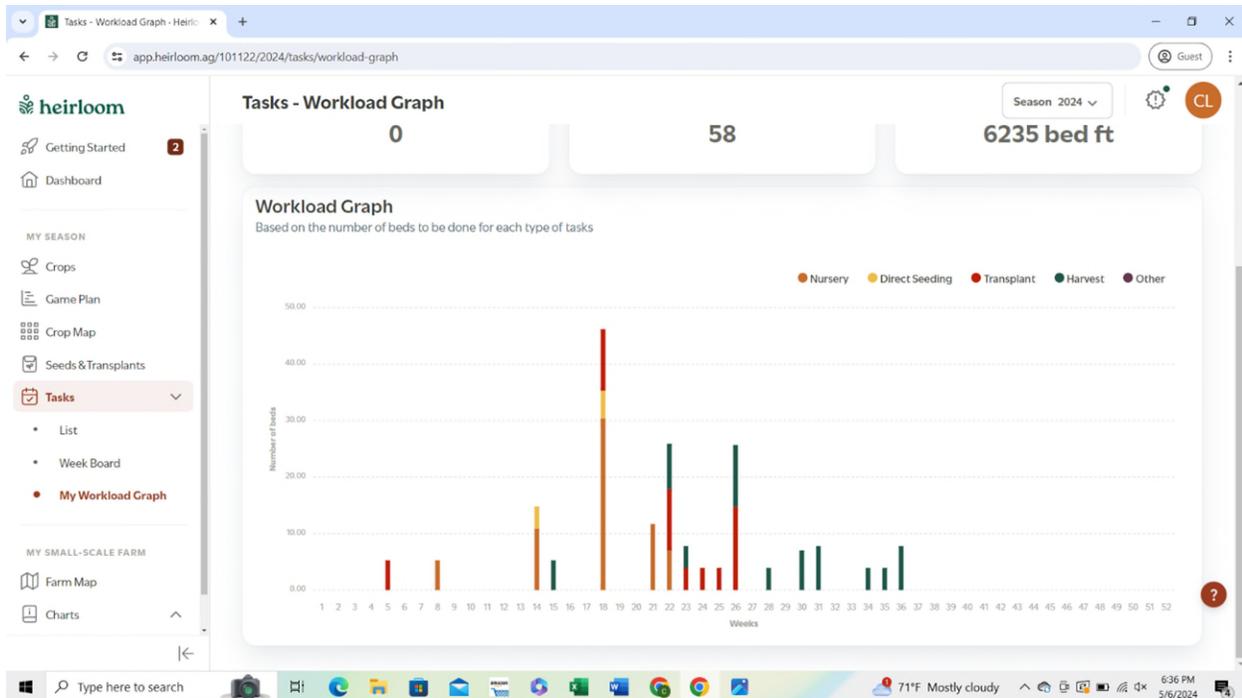
This is an example of the software we are using to develop the master plan. Each block is split up into 100 foot rows that can be treated as units to grow in. In this system we will know where everything is being grown, and more importantly what processes need to be done with that crop, and when.



This is a visual of the planting successions that can happen in each block. For example: in rows 4,5,6 we plan to have two crops grown in the same row in the same season.

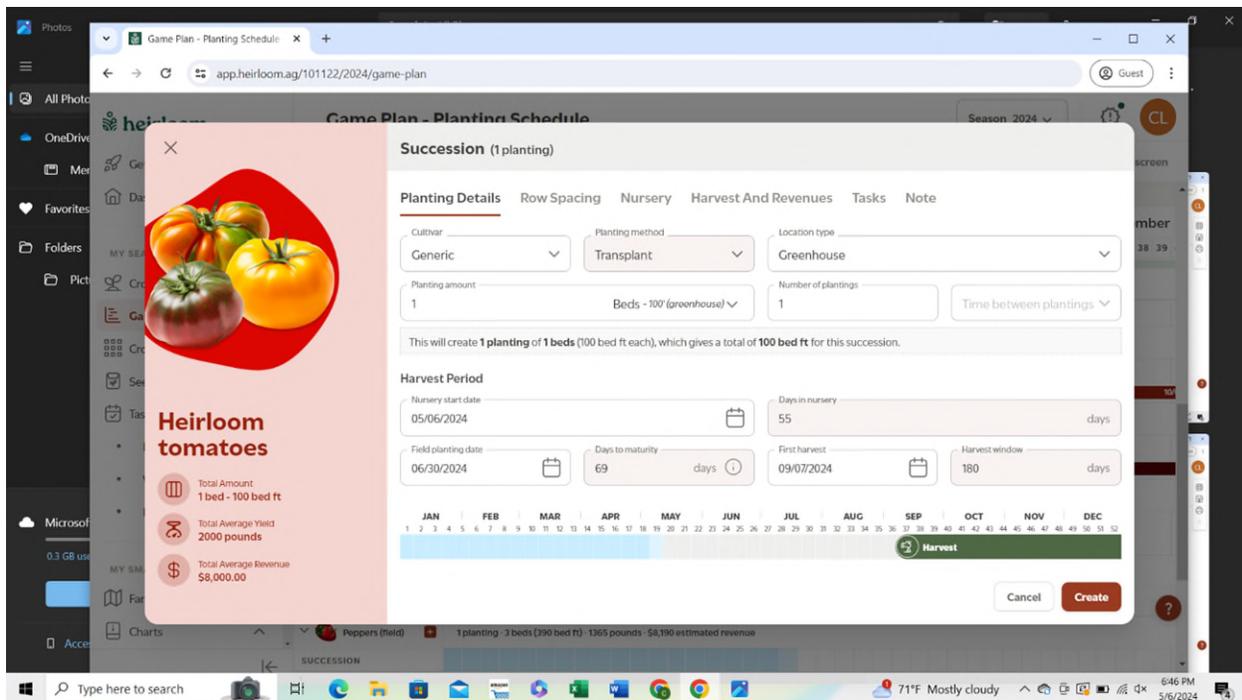
Cabbage will be planted in April and harvested in June when peppers can be planted, and then harvested in September. Given a full growing season and access to the greenhouse/ hoophouses it is possible to get 3-4 growing successions in the same row.

Intercropping expands this even further. For example: potatoes can be planted at the same time as tomatoes which are growing in the same row but harvested at different times as they have different maturation periods. In addition tall skinny plants can be planted in the center of a row and short bushy plants on the edges, to maximize efficiency.



Based on the crops and rows we plant the software develops a workload graph. This can be used to schedule work, and let us know when there are busy and slow times.

Based on this chart we see that in the 18th week of the year we will need 48 hours of labor for various tasks, while in the 32th week of the year, we will have no tasks. This will be invaluable for scheduling purposes and for the farm manager to build time sheets.



Here is an example for one row of heirloom tomatoes grown in a hoop house.

For this row we need to start the seedlings on 5/6/24.

They will be ready for transplanting in 55 days so on 6/30 we will plant them in the soil of the hoop house.

It takes 69 days for them to mature, and we will start harvesting them on 9/7 and be able to continue harvesting for 180 days.

This 1 row should yield 2000 lbs. of tomatoes at a value of \$8,000 if they sell for an average of 4/lb.

FARM LEASE

THIS FARM LEASE (this "**Lease**"), is made and entered as of May 1, 2024 by and between the TOWN OF SIMSBURY, a municipal corporation having its principal address at 933 Hopmeadow Street, Simsbury, Connecticut 06070 (the "**Lessor**"), and _____ a _____ with an address at _____ (the "**Lessee**"); together with the Lessor collectively referred to herein as the "**Parties**," and, individually, alternately referred to as "**Party**").

WITNESSETH:

That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. **Demise of Leased Premises.**

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor, the farm land consisting of seventy-seven (77) acres, more or less, depicted as Areas A, B, C and H on Attachment A, each attached hereto and made a part hereof (the "**Land**"), together with the barn, farm store adjacent to the Eno Farmhouse (defined below), the equipment storage facility located in Area A on Attachment A, and any other improvements located on the Land after the date hereof and constructed for use by Lessee (collectively, the "**Farm Buildings**"), the dwelling located in Area A on the Land, with an address at 73 Wolcott Road, Simsbury, Connecticut (the "**Eno Farmhouse**"; together with the Farm Buildings and any other improvements located on the Land and constructed for use by Lessee, collectively referred to as, the "**Buildings**"). The Land and Buildings are collectively referred to as the "**Leased Premises**." Notwithstanding the foregoing, expressly excluded from the Buildings is the one (1) residential, multi-family duplex located on the Land.

2. **Title and Condition.**

Lessor warrants to Lessee that Lessor is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease subject only to the terms and restrictions contained in that certain Deed between Amos Eno and the Town of Simsbury, dated January 1, 1883 ("**Eno Deed**"). A copy of the Eno Deed is attached hereto as Attachment B, and is transcribed at Attachment C. The Lessor covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the covenants and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the Term (as defined below). Lessor also represents that the Leased Premises and the Permitted Use (as defined below) are permitted under all certificates of occupancy and zoning rules and regulations of the Town of Simsbury.

3. **Use and Occupancy of Leased Premises.**

a. Lessee shall use and occupy the Leased Premises (i) to engage in farming, community, educational and charitable activities in accordance with that certain wood waste compost and recycling and attached hereto at Attachment D (the "**Plan**"); (ii) to engage in agricultural activities in general, including the cultivation of fruits, vegetables, flowers and field

crops; (iii) to engage in the public retail sale of products directly related to the Permitted Use (as defined below); and (iv) such other activities as may be in furtherance of the foregoing uses and/or the Plan (collectively, the "**Permitted Use of Land**"). Permitted Use of the Land shall include periodic public and private events, provided the proceeds of such events are used to support the programs and activities of Lessee, and further that such events comply with all applicable zoning requirements. In carrying out the Permitted Use of the Land, Lessee agrees that it will develop organic certification (as defined by the United States Department of Agriculture) of the Land. Lessee acknowledges that the charitable and educational activities described under the "Educational Activities" and "Community Services and Food to the Poor" Sections in the Plan are valuable consideration to be received by the Lessor in exchange for its agreement to let the Leased Premises as set forth in this Lease and accordingly, Lessee agrees that it shall not materially alter or amend either of those sections of the Plan without the prior approval of the Lessor.

b. Lessee shall use the Buildings exclusively in connection with and in furtherance of the Permitted Use of Land and may use the Eno Farmhouse in addition, to house workers (and their families) engaged by Lessee to assist in the Permitted Use of the Land (collectively, the "**Permitted Use of Buildings**"; together with the Permitted Use of Land collectively referred to herein as the "**Permitted Use**"). Tenants of the Eno Farmhouse shall enter into a sublease with Lessee in a form substantially similar to that attached hereto as Attachment E, and only as permitted by Lessor, such permission not to be unreasonably withheld. Lessee agrees not to keep livestock on the Leased Premises, except for farm animals kept for the Lessee's educational programs.

4. **Maintenance and Repair; Construction of Improvements.**

a. During the Term, Lessee will maintain the non-structural portions of the Buildings in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of Lessor pursuant to Section 4.b. below.

b. Lessor's Agreements and Obligations:

i. During the Term, Lessor shall maintain, in good operating condition and repair, the structural elements of the Buildings and all Building systems (including, but not limited to, the foundations, exterior walls, roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, signs and utility systems). Lessor shall repair any defect in the above within a reasonable period of time after receipt of written notice from Lessee describing such defect, unless the defect constitutes an emergency or materially interferes with the day to day Permitted Use ("Emergency Repair"), in which case Lessor shall cure the defect as quickly as possible, but not later than thirty (30) days after receipt of notice. If Lessor fails to make such Emergency Repair, Lessee may do so, and the cost thereof shall be payable by Lessor to Lessee. In the event of an imminent emergency, Lessee, at its option, may make such repairs at Lessor's expense, before giving any written notice, but Lessee shall notify Lessor in writing within three (3) business days following such emergency.

ii. Any entry by Lessor on the Leased Premises for any repair, maintenance

or inspection described in this Lease ("**Lessor's Work**") shall be upon prior notice to Lessee, except that no prior notice shall be required in the event of an emergency. In conducting Lessor's Work, Lessor shall take care to not disturb the Buildings, Land or any shrubs, trees, vegetation, crops growing thereon, or any farm animals, or interfere with Lessee's Permitted Use, except to the extent necessary to conduct such Lessor's Work. If Lessor's Work will necessitate any such disturbance or interference which cannot be avoided, Lessor shall notify Lessee in advance of the nature of the anticipated disturbance. Lessor shall remove any debris or refuse, whether natural or man-made, resulting from Lessor's Work and restore the Land to the condition existing as of the commencement of Lessor's Work.

c. Lessee's Obligations and Agreements:

i. Lessee agrees that it will not erect any non-removable improvements on the Land or make any improvements to the Buildings which require a building permit except for office on Parcel ___ which shall not exceed ___ size, without prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

ii. The Lessee shall be responsible for all aspects of cultivating the Land and the operation of a farm thereon, including without limitation, fertilization, seeding, growing crops, controlling soil erosion and noxious weeds as completely as practicable and, at the end of each growing season, leaving the Land in good productivity, seeded with a cover crop. Lessee agrees that as regards its organic cultivation responsibilities at the Land, it shall comply or cause compliance with the United States Department of Agriculture (USDA) Organic Farming Standards and the Northeast Organic Farming Association Best Practices. Lessor may enter the Land at any reasonable time, upon prior notice and without interruption of Lessee's Permitted Use, for inspection and to conduct soil tests, make surveys to ensure compliance with erosion control requirements, and environmental regulations.

iii. Lessee agrees that it will maintain all Buildings, in a clean, safe and sanitary condition, and shall maintain the yard surrounding the Eno Farmhouse in a neat and orderly manner.

5. **Compliance with Environmental Law, Regulations and Ordinances.**

a. Definitions:

i. "**Regulated Substances**" means any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "regulated substances," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant hereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, 49 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, as amended from time to time, 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S. Sec. 6901, et the Federal Water Pollution Control Act as amended from time to time, 33 U.S.C. Sec. 1251, et seq. Chapter 445 of the Connecticut General Statutes, Revision of 1958, as amended from time to time,

C.G.S. §22a-114, et seq ; Chapter 446k of the Connecticut General Statutes, Revision of 1958, as amended from time to time, C.G.S. §22a-416 et seq ; C.G.S. §22a-134 through 22a-134d, as amended from time to time; and the Regulations of Connecticut State Agencies promulgated under Title 22a, Environmental Protection, of the Connecticut General Statutes, as amended from time to time. Without limiting the generality of the foregoing, the term "**Regulated Substances**" includes (a) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants that (i) pose a hazard to the Leased Premises or (ii) cause the Leased Premises to be in violation of any Regulated Substance Laws; (b) asbestos in any form which is or could become friable; (c) urea formaldehyde foam insulation; (d) transformers or other equipment which contain polychlorinated biphenyls; and (e) Radon gas in amounts which will cause buildings erected on the Leased Premises to exceed 45 pico curies. The term "**Regulated Substances**" also includes any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Leased Premises.

ii. "**Environmental Enforcement Action**" means, any and all enforcement, clean-up, removal, remediation or other governmental or regulatory actions or orders instituted or completed pursuant to any Regulated Substance Law, together with all claims made or threatened by any third party against Lessee or the Lessor or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss or injury to the Leased Premises arising solely or resulting from an act of Lessee, its agents or servants from and after the Commencement Date.

iii. "**Regulated Substance Law**" means any federal, state or local law, ordinance, regulation, or policy relating to any Regulated Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge, removal remediation, or storage thereof).

b. The Lessee will comply with and shall cause the Leased Premises and all occupants thereof to comply with all Regulated Substance Laws and all Environmental Enforcement Actions.

c. The Lessee will give Lessor prompt written notice of any actually known Environmental Enforcement Action instituted or threatened with respect to the Leased Premises.

d. The Lessee will give Lessor immediate written notice of any condition or occurrence on the Leased Premises which, to Lessee's actual knowledge, constitutes a violation of a Regulated Substance Law or would justify a demand for removal or remediation under any Regulated Substance Law.

Lessee shall take any and all remedial action and will indemnify, save harmless and defend Lessor from any and all claims, demands, damages, fines, penalties, suits, causes of action and losses resulting from the contamination of the Leased Premises by the acts or omissions of Lessee, its agents or servants from and after the Commencement Date (defined below) or mandated by or required under any Environmental Enforcement Action. Any remedial action taken with respect to any Regulated Substances on, under, or about the Leased Premises shall be conducted and completed in accordance with all applicable Regulated Substance Laws.

Lessor shall indemnify, save harmless and defend Lessee from any and all claims, demands, damages, fines, penalties, suits, causes of action and losses resulting from the contamination of the Leased Premises by any Regulated Substances or the violation of any Regulated Substance Law which affects the Leased Premises and the Lessee's Permitted Use due to acts or omissions or parties other than the Lessee, its servants, agents and assigns.

6. **Term.**

a. The "Commencement Date" of this Lease shall be May 1, 2024.

b. The "Initial Term" of this Lease shall be five (5) years and shall end on April 30, 2029, unless terminated earlier as provided herein. Thereafter, this Lease shall automatically renew for two successive terms of five (5) years each (each an "Extension Term"), unless Lessee advises in writing to the Lessor of an intent not to renew, or Lessor advises in writing to the Lessee of its intent not to renew due to Lessee's material default of the Lease or the Lease is sooner terminated, all as provided herein.

c. In the event that either party chooses not to renew this Lease, such party must provide the other party with written notice of its intent not to renew at least two years prior to the end of the Initial Term or the then-current Extension Term.

d. "Term" shall mean and refer to the Initial Term together with any successive Extension Terms.

e. Lessee shall vacate the Leased Premises upon the expiration of the Term.

7. **Rent.**

a. The annual rent (the "Rent") for the Initial Term of this Lease shall be One Dollar (\$1.00), payable in one installment, contemporaneous with the execution and delivery of this Lease. The Rent for each Extension Term shall be One Dollar (\$1.00), payable in one installment, on or before the date of automatic renewal.

8. **Taxes and Utilities.**

a. Except as set forth in Section 8.b. below, Lessor shall pay all property taxes, assessments, sewer use charges, rates and other utility charges, general and special, ordinary and extraordinary, of any kind and nature which may be assessed on the Leased Premises.

b. Lessee shall make its own contracts and pay all charges for water, gas, electricity, heat, telephone or other communication services, office cleaning services, refuse removal and other utilities used, rented or supplied upon or in connection with the Permitted Use of the Leased Premises.

Lessee shall be responsible for and shall pay or cause the payment of all taxes and assessments on its and its sublessee(s) business and trade fixtures, machinery, equipment and all personal property.

9. **Compliance with Law.**

Lessor shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions. If the Lessee plans to operate the Leased Premises as a tax exempt entity, it shall provide the Lessor with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service.

10. **Liens.**

Neither Lessee nor Lessor will suffer or permit any mechanics', vendors', laborers' or materialmen's statutory or similar liens to be filed against the Lease Premises ("**Mechanics' Liens**"), by reason of work, labor, services or materials supplied or claimed to have been supplied to anyone holding any interest in the Leased Premises. If any Mechanics' Lien shall be filed, the Party who engaged the lienor shall, within thirty (3) days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided that such party shall have the right to contest, with due diligence, the validity or amount of any such claimed lien.

11. **Termination.**

a. The Lessor may unilaterally terminate this Lease upon sixty (60) days advance written notice to Lessee, but only by reason of a receipt by Lessor of an adverse ruling or order issued by the Attorney General of the State of Connecticut stating that the terms of this Lease violate the restrictions of the Eno Deed. Should the Lessor unilaterally terminate this Lease during the growing season of April 1 to November 1, Lessee shall be entitled to reasonable compensation for any seed and/or crops that Lessee has or has caused to be applied to/planted at the Leased Premises together with materials and supplies purchased by the Lessee and the Sublessee for purposes of farming operations at the Leased Premises, for the balance of the Term, in an amount reasonably computed to compensate Lessee and its sublessee(s) for such expenditures ("**Termination Compensation**").

b. Lessee shall, upon the end of any Lease Term (if not renewed) or within ninety (90) days after any earlier termination of this Lease, remove or cause the removal of any removable improvements installed by it or its sublessee(s) on the Leased Premises, its and its sublessee's business and trade fixtures, machinery, equipment, furniture, furnishings, and all personal property (collectively, "**Lessee's Property**") and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. Except as otherwise provided herein, Lessee's Property, whether or not attached to the Leased Premises, which are installed by or for the account of Lessee or its Sublessee(s), and can be removed without permanent damage to the Leased Premises, shall be and shall remain Lessee's and sublessee's property and may be removed by Lessee or sublessee prior to the expiration of the Term whether or not said items are considered fixtures and attachments to real property under applicable laws; provided, however that if any of Lessee's Property is removed, Lessee shall repair, cause to be repaired, or pay the cost of repairing any damage to the Leased Premises resulting from such removal.

c. Lessee may unilaterally terminate this Lease if after diligent efforts and unable to obtain the Town or Zoning approval to operate in accordance with Paragraph 3.a. and 3.b. by December 31, 2024.

12. **Condemnation; Damage or Destruction.**

a. If there shall occur a total taking or a Constructive Total Taking (defined below) of the fee title to the Leased Premises in condemnation proceedings or under the power of eminent domain, this Lease shall terminate as of the later of (i) the date when title to the Leased Premises is acquired by the condemning authority, and (ii) the date when all condemnation payment proceeds have been awarded. The Rent and any other charges payable by Lessee under this Lease shall be apportioned and paid to the date when title is acquired by the condemning authority. "Constructive Total Taking" shall mean a taking of such scope, such that the portion of the Leased Premises not taken is insufficient for Lessee to conduct the Permitted Use on the Leased Premises not taken. If less than a Constructive Total Taking occurs in condemnation proceedings or under the power of eminent domain, this Lease shall nevertheless continue, unabated, under the terms and conditions hereof as to that portion of the Leased Premises not taken by the condemning authority. Constructive Total taking shall occur if Lessee is unable to operate his wood waste facility and organics recycling facility on the land.

b. If this Lease is terminated due to a total taking or a Constructive Total Taking hereunder, out of the award(s) for such taking, Lessee shall be entitled to Termination Compensation (as defined in Section 11 above) and any amounts allocated for Lessee's loss of business, good will, and depreciation or injury to and cost of removal of the Lessee's Property, but only if such award or compensation shall be made by the condemning authority in addition to the award or compensation made by it to Lessor.

c. If the Buildings or any parts thereof shall be damaged by fire or other casualty, during the Term of this Lease:

i. in part, but not in whole, Lessor shall, with reasonable diligence, repair, restore, replace or rebuild the same as nearly as may be practicable to its condition and character immediately prior to such damage or destruction. Lessor shall have no obligation to restore or replace Lessee's Property. Lessee agrees to notify the Lessor promptly after becoming aware of the occurrence of any damage to the Leased Premises. Lessor shall repair the damage promptly and diligently, but in any event within ninety (90) days of such damage. If Lessor shall not have repaired such damage within such 90-day period, Lessee shall have the option of either Y) terminating this Lease; or Z) granting the Lessor an additional period in which to complete such repairs.

ii. in whole, such that the Leased Premises shall be wholly untenable or unfit for occupancy for the Permitted Use, and is not capable of restoration within one hundred and eighty (180) days of damage or destruction ("Total Destruction"), this Lease may be terminated by either Lessor or Lessee upon thirty (30) days advance written notice sent within ten (10) business days of receipt of notice of Total Destruction. In the event of termination pursuant to this subsection, this Lease shall, except for the resolution and

settlement of any insurance claims resulting from such Total Destruction, terminate as of the date set forth in the written notice.

13. **Insurance and Indemnification.**

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

b. Lessor and Lessee each agree that at its own cost and expense, each will maintain liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Lessor and Lessee each agree that it will include the other Party as an additional insured.

c. In addition, Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Buildings at full replacement cost, as the same shall exist from time to time without a coinsurance feature. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Buildings required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

d. Subject to subsection e. below, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

e. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental, punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

f. Either Party may carry such insurance under a blanket policy provided an endorsement naming the other Party as an additional insured is attached thereto. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which

has at least an "A-VIII" policy holders rating according to Best Publications latest edition Key Rating Guide.

g. Each Party shall be required to furnish a Certificate of Insurance evidencing the insurance coverages as a condition to the effectiveness of this Lease. All policy forms shall be on the occurrence form. Exceptions must be authorized by the Lessor unless the coverage is for Professional Liability where the common form is claims made. All renewal certificates shall be furnished at least 10 days prior to policy expiration. Each party shall endeavor to cause each Certificate to contain a 30 day notice of cancellation.

h. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Lease no later than commencement of the Initial Term for the Initial Term and April 1 of each subsequent year of the Term, or whenever a Party's insurance coverage changes, including a change of carrier or agent. Proof of insurance shall be sent to each Party at their address first set forth above.

14. **Subletting; Successors and Assigns.**

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer its rights pursuant to this Lease without the written consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Further, Lessor acknowledges that Lessee intends to sublet the Eno Farmhouse to sublessee(s) as appropriate to assist with Lessee's activities. Lessee's form of Eno Farmhouse sublease shall be substantially as is attached hereto as Attachment E. In the event Lessee seeks to sublease other portions of the Leased Premises, Lessee shall submit a proposed form of sublease to Lessor for its approval, such approval not to be unreasonably withheld, conditioned or delayed.

15. **Default.**

a. Any of the following occurrences or acts, inclusive of the expiry of any applicable grace or notice periods, shall constitute an "Event of Default" hereunder:

i. Failure to make any Rent payment within ten (10) days of when due.

ii. Failure of either Party to keep and perform any of its respective agreements or obligations hereunder, including, without limitation, operating the Leased Premises in accordance with the Permitted Use, as described in Section 3 above, after the expiration of any notice or grace periods, if any.

iii. A determination by the Attorney General as provided in Section 11.a. above.

b. If there is an Event of Default by either of the Parties, the non-defaulting Party shall give the defaulting Party written notice of such Event of Default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any such Event of Default, provided that such cure period shall be extended beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, the defaulting Party commences cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to

completion. Neither Party may maintain any action or effect any remedies for an Event of Default against the other Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this subsection b.

c. After the expiry of all applicable grace and cure periods, either Party may, at its option:

i. proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof; and/or

ii. Give the defaulting Party written notice of intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of the defaulting Party shall expire, unless before such date all Events of Default shall have been fully cured.

d. In the event of termination as set forth in Section 15.c.ii. above by Lessor, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's Event of Default. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention to terminate shall have been given to Lessee.

16. **Fences, Crops and Trees.**

a. The Lessee agrees that it shall construct and maintain any fences it deems necessary or desired in connection with its Permitted Use and shall maintain any existing fences within or on the Leased Premises. Upon termination of this Lease, the Lessee may remove any fences that it has installed, provided that Lessee must repair any damage caused by removal of such fences.

b. All crops produced by the Lessee or any of its sublessee(s) on the Leased Premises shall be the property of the Lessee.

17. **Notice and Demand.**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent, postage prepaid, by either overnight courier or first-class mail to:

a. Lessor:
Town of Simsbury
933 Hopmeadow Street
P.O. Box 495
Simsbury, Connecticut 06070
Attn: First Selectman

- b. Lessee:
TBD

Attention: Christopher Latz

or at such other address as the parties hereto shall designate in writing in manner above provided.

18. **Use of Rental Income.**

The Lessor shall dedicate all net income from this Lease to the social services (or equivalent) portion of the Lessor's annual Town budget. Lessee shall dedicate all net income it receives as a result of its operations at the Leased Premises, if any, in accordance with the rules and regulations applicable to 501(c)(3) corporations and agrees to submit its Form 990 to Lessor on an annual basis.

19. **Miscellaneous.**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope or interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors and assigns.

20. **Notice of Lease.**

This Lease shall not be recorded in the Simsbury Land Records. Each Party shall execute a Notice of Lease, in recordable form, satisfying the requirements of Section 47-19 of the Connecticut General Statutes, Rev. 1958, as amended. The Parties shall also enter into recordable supplementary notices setting forth, among other proper matters, the extension or termination of this Lease.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease in counterparts as of the dates set forth below.

Signed and delivered
in the presence of:

LESSOR:
TOWN OF SIMSBURY
a Connecticut municipal corporation

Name:

By: _____
Name:
Title:
Date:

Name:

LESSEE:

a Connecticut

Name:

By: _____
Name:
Title:
Date:

Name:

Attachment A

Depiction of Leased Premises

[See Attached]

Attachment B

Eno Deed

[See Attached]

Attachment C

Transcription of Eno Deed

[See Attached]

Attachment D

Plan of Use

[See Attached]

Attachment E

Form of Eno Farmhouse Sublease

[See Attached]



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Gathering Permit – Simsbury Historical Society
– Bushy Hill Historic House Tour
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; George McGregor, Director of Planning & Community Development; Joe Hollis, Code Compliance Officer
4. **Action Requested of the Board of Selectmen:**
If the Board supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective May 13, 2024, to approve the public gathering application on behalf of the Simsbury Historical Society and authorize the issuance of the public gathering permit for the Bushy Hill Historic House Tour event.
5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the Bushy Hill Historic House Tour event.

The event will be held on June 9th at the Bushy Hill Fire Station and is scheduled to start at 1:00 PM and end at 5:00 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Application, Map and Summary of the 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 Historical Society

Applicant's Name: Ieke Scully

Mailing Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]@simsbury.com

Event Location: Bushy Hill District Historic House Tour

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: June 9 1:00pm

End: June 9, 5:00 pm

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

- *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 NO N/A
Insurance Received: YES NO N/A
Request Approved: YES NO MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event:

The Bushy Hill Historic House Tour will start at Bushy Hill Fire Station, where cars will park, then folks walk by foot down the west side of Canton Road to Curtiss Cemetery, then cross to 15 Canton Road, continue up the west side of Canton Road to 3 Canton Road, then back to the cemetery crossing to return to cars parked at the Fire Station.

Other houses on the tour can park at 29 Notch Road to visit 29 and 17 Notch and 251 West Mountain Road. Parking for 221 West Mountain Road will be at Mountin Park. Parking for 444 Bushy Hill will be on ~~Huckleberry Road~~ Ichabod Rd

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: _____
• You are responsible for proper collection and removal of all waste generated by your event.

Portable toilets: YES NO NUMBER: _____
• If yes, please show locations on attached site plan.

Tent: YES NO SIZE: _____
OPEN SIDES ENCLOSED
• Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.

Lighting and/or sound equipment: YES NO
• If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.
• Lighting must meet the requirements of the Town of Simsbury Fire Marshal.

Does your event require electrical access? YES NO
• If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.

Will food be sold or given away at your event? YES NO
• If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).

Will alcohol be served at your event? YES NO
Number of vendors: 0 Service start and end times: NA

• 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 N/A

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: _____
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: N/A

- 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: N/A

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

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

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

Please note:

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

POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES NO

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

Will on-site private security be provided?

YES NO NUMBER: _____

Will on-site emergency medical services be provided?

YES NO NUMBER: _____

- Where will they be located?

N/A

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: _____

Attendance will be:

200

STAGGERED OVER COURSE OF EVENT

AT A SPECIFIC TIME TIME: N/A

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food?

YES NO

- If so, trash recycling barrels are required at Permittee's expense

Will you require any special field lining or set up?

YES NO

Do you intend to use "staked" tents on athletic fields?

YES NO

Will athletic field lighting be necessary?

YES NO

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

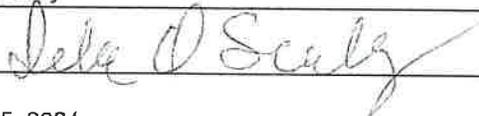
Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED

**Public Gathering Permit
Required Declaration**

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

Applicant's Name (Printed): leke Scully

Applicant's Signature: 

Date Signed: April 5, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2024

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
Kerr Agency, Inc.
736 Hopmeadow Street
P.O.Box 516
Simsbury CT 06070

CONTACT NAME: Elizabeth Bianca
PHONE (A/C, No, Ext): (860) 651-3325 **FAX (A/C, No):** (860) 760-6988
E-MAIL ADDRESS: ebianca@kerrinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	
INSURER B:	Hartford Accident & Indemnity	22357
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
The Simsbury Historical Society Incorporated
800 Hopmeadow Street
PO Box 2
Simsbury CT 06070

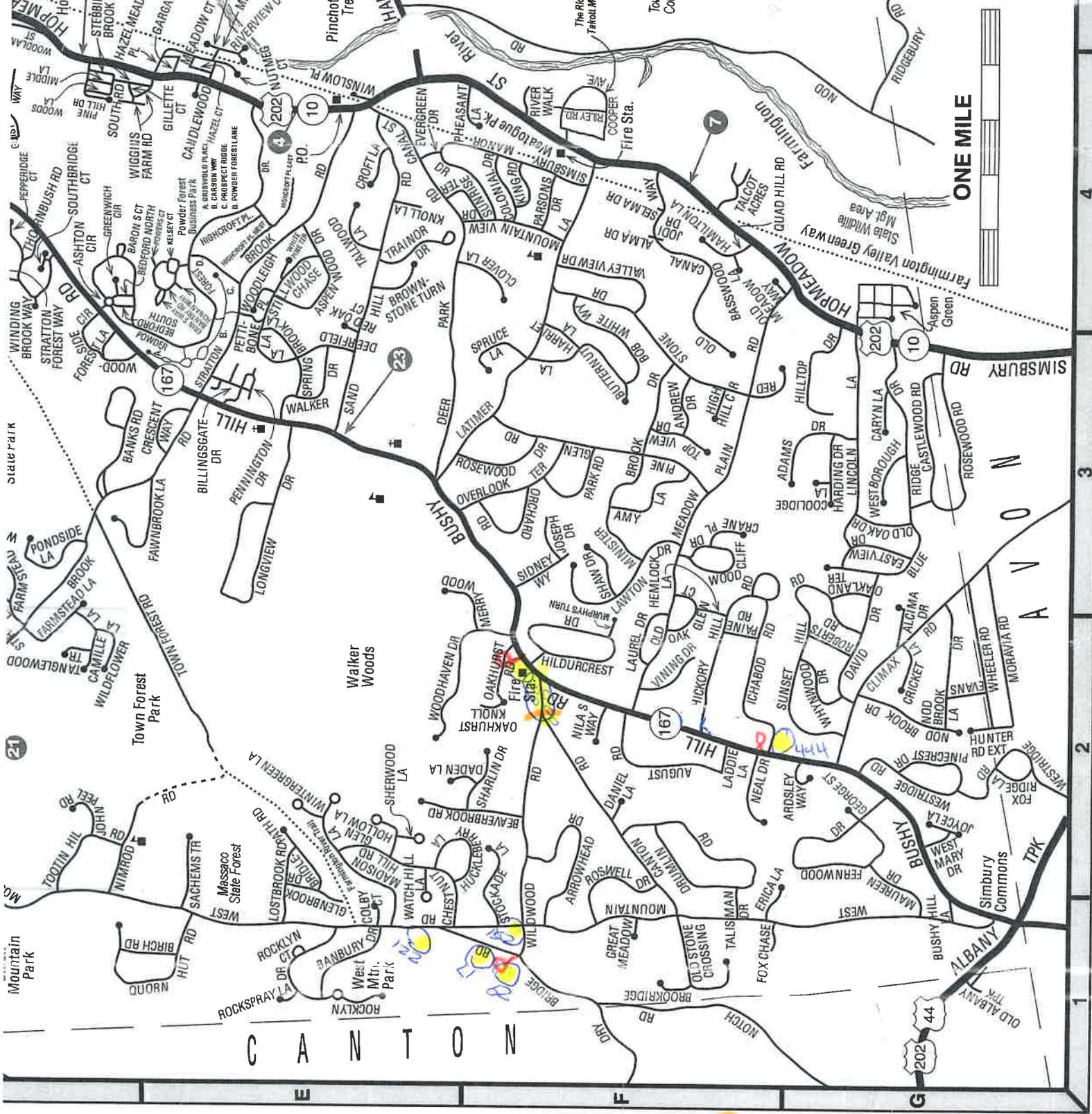
COVERAGES **CERTIFICATE NUMBER:** MASTER CERT 2023 **REVISION NUMBER:**

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36015785	05/27/2023	05/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY If Any Basis <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			36015785	05/27/2023	05/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79891714	05/27/2023	05/27/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02WECAC8HEB	05/27/2023	05/27/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Historic House Tour on June 9 2024
Town of Simsbury is listed as additional insured

CERTIFICATE HOLDER	CANCELLATION
Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	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 



P = parking
 O - houses on tour

- crossing at cemetery

G 202 44

ONE MILE

F A R M I N G T O N

C A N T O N

Mountain Park

Town Forest Park

Walker Woods

Simsbury Commons

ALBANY TPK

OLD ALBANY TPK

WHEELER RD

MORAVIA RD

EMANS LA

HUNTER RD

FOX RIDGE LA

WESTSIDE

WESTBURY RD

PIECECUT DR

WESTBROOK DR

ALCIMA DR

CRICKET LA

DAVID DR

ROBERTS DR

WHINWOOD DR

SUNSET DR

ICHABOD DR

HICKORY DR

WINNING DR

LAUREL DR

OLD HEMLOCK DR

MINSTER DR

LAUREL DR

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 4.16.24	
Zoning Commission (As may be required by ZEO)			.	
Building Official			H. Mign 4.15.24	
Police Chief			G. Samselski 4.15.24	
Dir of Public Works			T. Roy 4/30/24	
Dir of Health FVHD			J. Brown 4.16.24	
Fire Marshal			P. Tourville 4.15.24	
Simsbury Volunteer Ambulance			K. Stewart 4.16.24	
Zoning Enforcement Officer			J. Mollis 4.17.24 - Provided sign permits applied for.	
Board of Selectmen				



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Gathering Permit – SMPAC – Let's Sing Taylor
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; George McGregor, Director of Planning & Community Development; Joe Hollis, Code Compliance Officer
4. **Action Requested of the Board of Selectmen:**
If the Board supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective May 13, 2024, to approve the public gathering application on behalf of the Simsbury Meadows Performing Arts Center and authorize the issuance of the public gathering permit for the Let's Sing Taylor event.
5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the Let's Sing Taylor event.

The event will be held on August 3rd at the SMPAC and is scheduled to start at 6:00 PM and end at 9:00 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application, Map and Summary of the 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: Sarah Oberg

Mailing Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Event Location: SMPAC - 22 Iron Horse Blvd Simsbury, CT

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, August 3, 2024 (8a load-in)

End: Saturday, August 3, 2024 (11:59p load-out concludes)

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

Number of people expected to be present for the event (incl. staff, volunteers, attendees): 1500-3000

- 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 NO N/A
Insurance Received: YES NO N/A
Request Approved: YES NO MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event:

Let's Sing Taylor - A Live Band Experience - is the ultimate tribute to the music of Taylor Swift!

Calling all Swifties! It's time to break out your friendship bracelets and shake it off during the ultimate tribute to the music of country-pop icon Taylor Swift! Let's Sing Taylor - A Live Band Experience is hitting the stage at Simsbury Meadows Performing Arts Center on Saturday, August 3rd from 6 pm to 9 pm. Get ready to dance, sing, make precious memories, and be enchanted beyond your wildest dreams!

Special guest opener, Let's Sing Olivia, A Live Band Experience celebrating the music of Olivia Rodrigo will kick off the evening and get the party started!

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: 65

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

Tent: YES NO SIZE: multiple - see attached
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: 2-4 bev service tents Service start and end times: 4p - 8:30p

- *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 4-8 _____

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

**TBD once trucks confirmed

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

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent: YES NO CAPACITY: multiple
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: vary

- 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 Food trucks may use generators

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 + (⁰ _____ hours x \$50/\$75) = \$⁰ _____

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:

Toyota Oakdale Theatre hosted the event this past February

Will on-site private security be provided? YES NO NUMBER: 23

Will on-site emergency medical services be provided? YES NO NUMBER: 1

- *Where will they be located?* Simsbury ambulance in lot at bandshell stage left

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

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 1500-3000

Attendance will be: 1500-3000

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 4p - 9p

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

- *If so, trash recycling barrels are required at Permittee's expense*

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

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

Will athletic field lighting be necessary? YES NO

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

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED

³³See attached Event Summary: Portotolets calculated per recommendation of United Site Services event analysis³⁴

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): Sarah Oberg _____

Applicant's Signature: *Sarah Oberg* _____

Date Signed: 4-28-24 _____

EVENT SUMMARY

Let's Sing Taylor - A Live Band Experience Celebrating Taylor Swift

Saturday, August 3, 2024

Public Gathering Permit Application Submitted: 4-28-24

CONTACT INFORMATION:

Organization	Simsbury Meadows Performing Arts Center www.simsburymeadowsmusic.com
Event Contact	Sarah Oberg
SMPAC Contact	Sarah Oberg, Programs Manager
	

TIMELINE:

Saturday, August 3, 2024		
8a – 12p	Setup	Stage
4:00p	Gates open	Field
6:00p – 9p	Let's Sing Taylor	Stage/Field
9p – 11:59a	Load-out/Breakdown	Field/Stage

EVENT DETAILS:

Description
<p>Let's Sing Taylor - A Live Band Experience - is the ultimate tribute to the music of Taylor Swift. We can show you incredible things, including the most faithful and lively covers of Queen Taylor's expansive and sacred catalog. Taking the country by storm, we're bringing the communal experience of celebrating Taylor's music in a live setting to Swifties near and far.</p> <p>So, let the games begin. Calling all Swifties to sing your hearts out and sport your Taylor-inspired attire. You can show up at our party any time.</p> <p>Let's Sing Olivia (ultimate tribute to the music of Olivia Rodrigo), will serve as the opening act to get the party started.</p>

Ticketing Information
<p>\$35 General Admission, \$50 early entry, kids 2 and under free</p>

Ticketing Information**POINT OF SALE****Online**

<https://www.eventbrite.com/e/lets-sing-taylor-a-live-band-experience-celebrating-taylor-swift-tickets-865070307577?aff=oddtcreator>

Parking

Advanced Preparation	Lining lot C/D
Management	SMPAC volunteers
On-site Parking Fee	N/A

Expected Attendance

1500 - 3000

Stage Requirements

Lights	N/A
Sound	SCL Sound
Setup	Coordinated w/ artists by Sarah Oberg

Vendor Information

Merchandise Sales Vendors	Potential performer merch
Food Vendors	4-8 (families may also bring their own picnic)
Services/Activities	Moonlight Pub open for beverage service

Public**Restrooms**

Coordinated by SMPAC

Units
 Standard – 48
 Sinks - 12
 Accessible - 5
 TOTAL – 65

Location	# units	Type	location	placement notes
	8	DXR	Southeast entrance	
	33	DXR	Rear field	Split east and west
	2	ADA	Southeast entrance	
	3	ADA	Rear field	1 west and 2 east
	12	SS	Southeast entrance and Rear Field	3 Southeast entrance, 4 west, 5 east

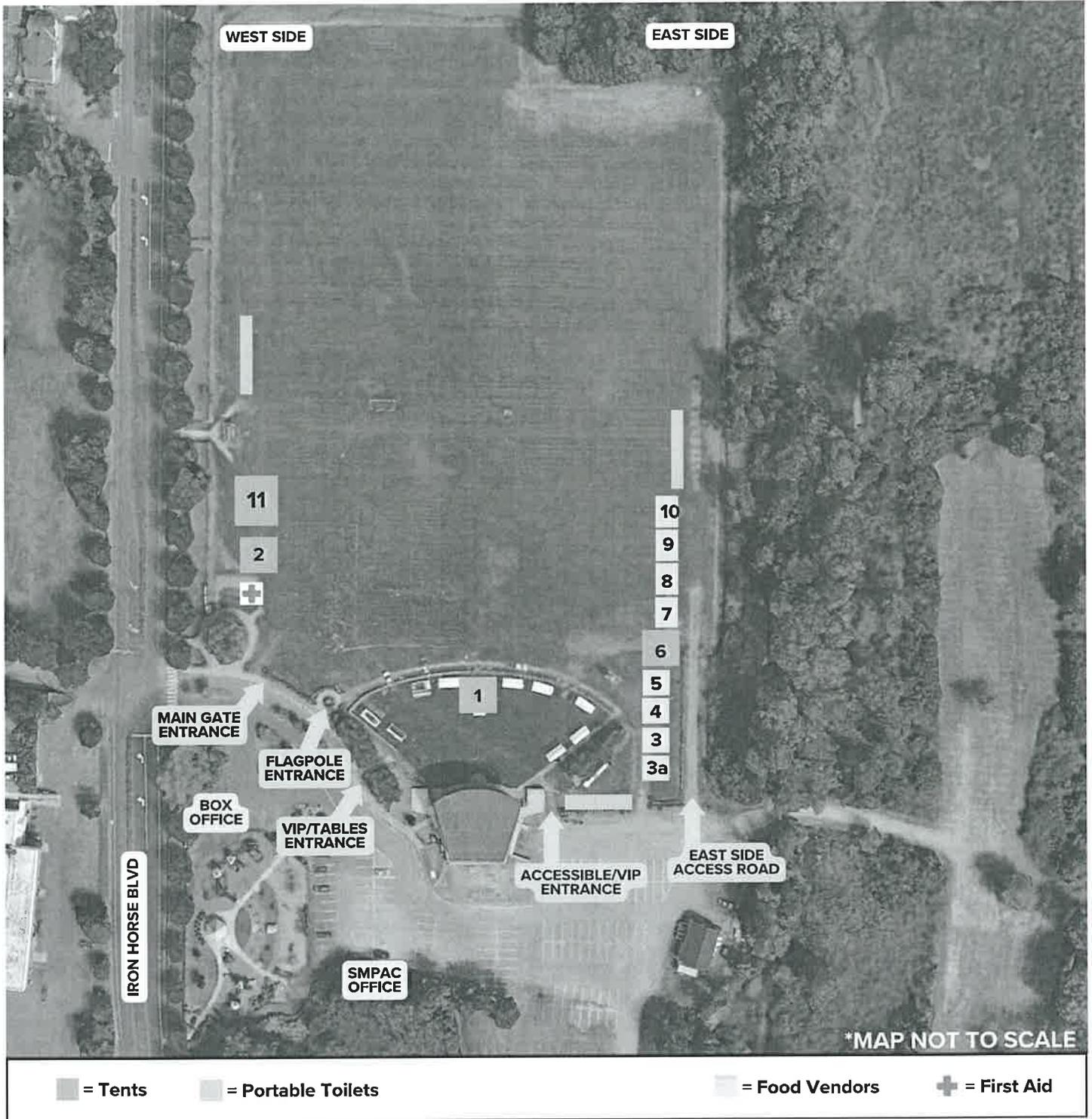
Security

Stage Security (USA)	N/A
Field Security (USA)	3 supervisors 20 guards
Overnight Security	N/A
Security Notes	N/A

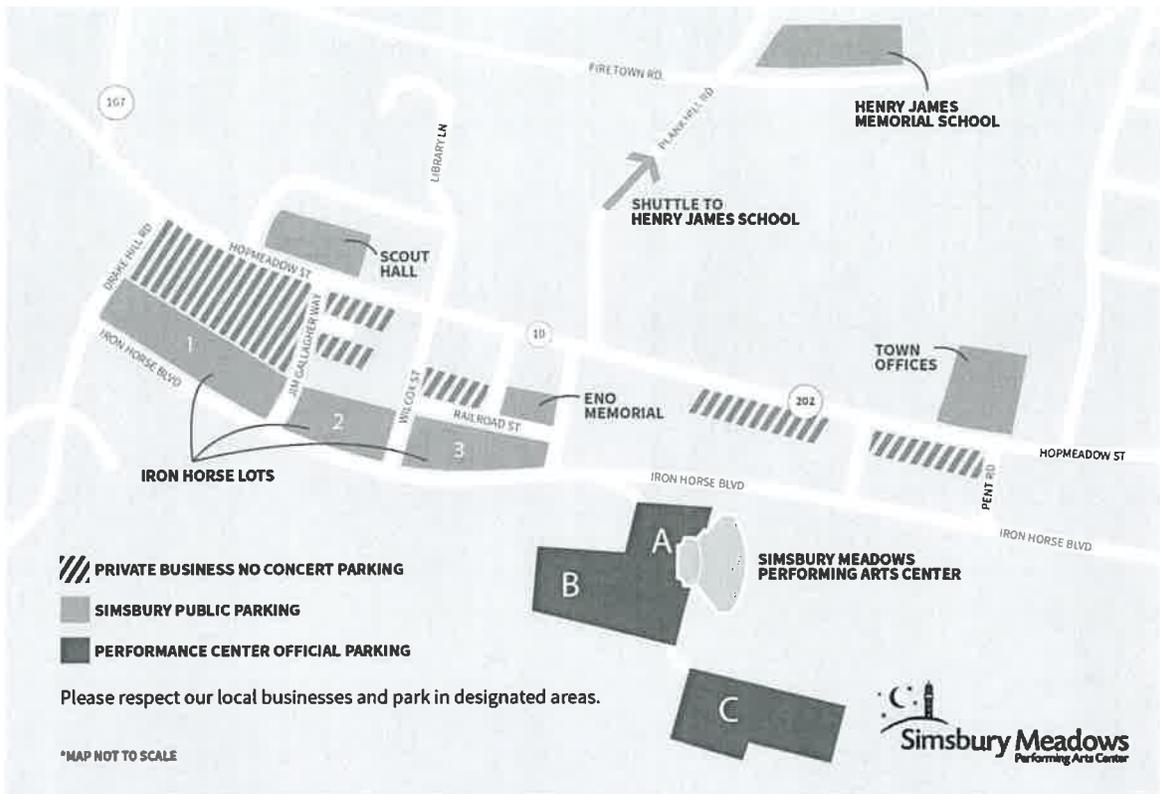
Public Safety	
Police	Standard large scale road closure
Fire	1500+ - incident command required
EMS	Provided by Simsbury Ambulance per Karin Stewart
DPW Trucks	N/A

Tents		
10x10	Number: 2-4	Sides: No
12x12	Number: 1	Sides: No
9x20	Number: 2	Sides: No
20x20	Number: 3-4	Sides: No
30x30	Number: 0	Sides: No

Figure Layout: Let's Sing Taylor August 2, 2024



- 1 = Sound Tent (20' x 20')
- 2 = Moonlight Pub (20' x 20')
- 3 = Pop Over Eatery Pick-up Tent (10' x 10')
- 3a = Vendor TBD
- 4 = Vendor TBD
- 5 = Vendor TBD (10' x 10')
- 6 = Moonlight Pub (20' x 20')
- 7 = Vendor TBD (10' x 20')
- 8 = Vendor TBD (10' x 20')
- 9 = Faddy's Donuts (10' x 20')
- 10 = Ben & Jerry's (10' x 20')
- 11 = Liberty Bank Friendship Bracelet station (20x20)



-  PRIVATE BUSINESS NO CONCERT PARKING
-  SIMSBURY PUBLIC PARKING
-  PERFORMANCE CENTER OFFICIAL PARKING

Please respect our local businesses and park in designated areas.

*MAP NOT TO SCALE



RUBBER SIGN BASE BY HY PARKING SIGN OR APPROVED EQUAL (TYP.)

Additional Parking in Lot C & D

ACCESSIBLE SPACES
PASSENGER LOADING ZONE
VAN ACCESSIBLE SPACES

ACCESSIBLE 37 Spots

LOT B 70 spots

LOT A 25 Spots

LOT A 11 spots

PROPOSED VEGETATED WATER QUALITY BASIN

RELOCATE EXISTING LIGHT POLE

162 FT. 5 FT. WIDE PERMEABLE PAVERS
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.)

FUTURE PROPOSED RESTROOM PAVILION

EXISTING TRAILER DROP-OFF LOCATION

PROPOSED FUTURE BUILDING EXPANSION

PROPOSED 5' CONCRETE SIDEWALK

BIKE RACK (1)
6'X14' CONCRETE PAD

PAINTED ISLANDS (TYP.)

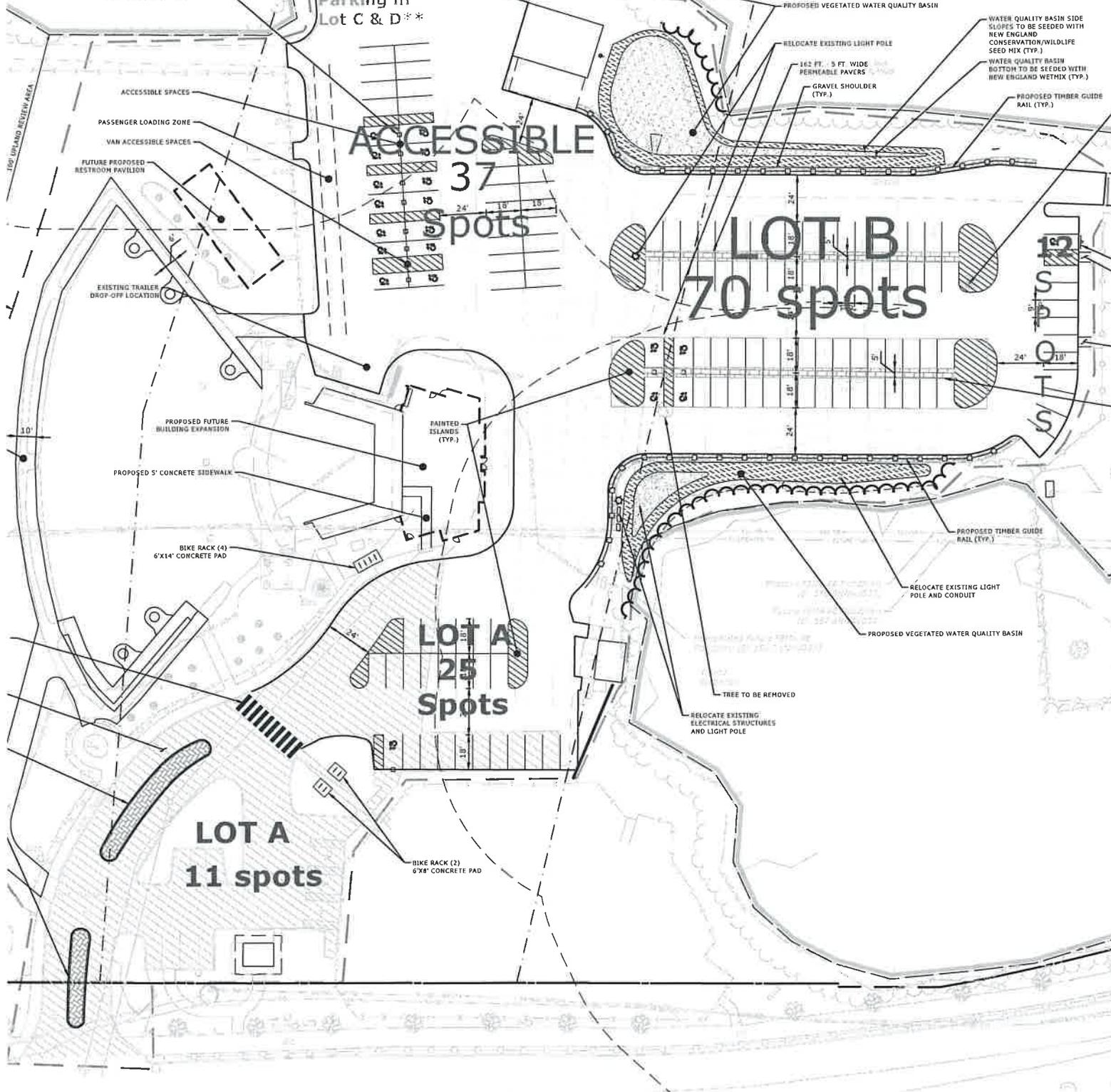
PROPOSED TIMBER GUIDE RAIL (TYP.)

RELOCATE EXISTING LIGHT POLE AND CONDUIT

TREE TO BE REMOVED

RELOCATE EXISTING ELECTRICAL STRUCTURES AND LIGHT POLE

BIKE RACK (2)
6'X8' CONCRETE PAD



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. Tyburciski 4.29.24	
Zoning Commission (As may be required by ZEO)			 	
Building Official			H. M. Jr 4.29.24	
Police Chief			G. Samsecki 5.1.24	
Dir of Public Works			T. Foy 4.29.24	
Dir of Health FVHD			J. Brown 4.29.24	
Fire Marshal			P. Tourville 5-1-24	Food Truck insp. Tent insp. Incident Command
Simsbury Volunteer Ambulance			K. Stewart 4.29.24	
Zoning Enforcement Officer			S. Hollis 5-1-24	
Board of Selectmen				



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Gathering Permit – SMPAC – Tom’s Elton John Tribute
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; George McGregor, Director of Planning & Community Development; Joe Hollis, Code Compliance Officer
4. **Action Requested of the Board of Selectmen:**
If the Board supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective May 13, 2024, to approve the public gathering application on behalf of the Simsbury Meadows Performing Arts Center and authorize the issuance of the public gathering permit for the Tom’s Elton John Tribute event.

5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the Tom’s Elton John Tribute event.

The event will be held on August 21st at the SMPAC and is scheduled to start at 5:00 PM and end at 8:00 PM.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application, Map and Summary of the 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: Sarah Oberg

Mailing Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Event Location: SMPAC - 22 Iron Horse Blvd Simsbury, CT

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: Wednesday, August 21, 2024 (8a load-in)

End: Wednesday, August 21, 2024 (10p load-out concludes)

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

Number of people expected to be present for the event (incl. staff, volunteers, attendees): 300-600

- *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:

Just as the world's finest classical musicians pay tribute to works by Stravinsky, Mozart, Beethoven and Rachmaninoff, Tom Cridland has devoted himself to celebrating the artistic legacy of Sir Elton Hercules John and his longterm bandmates, Nigel Olsson, Davey Johnstone, Dee Murray and Ray Cooper, through his live performances of Tom's Elton Tribute.

Tom plays all of Elton John's best loved classic hits, album tracks, deep cuts and fan favourites, including Bennie and the Jets, Tiny Dancer, Rocket Man, Candle In The Wind, Don't Let The Sun Go Down On Me, I'm Still Standing, Crocodile Rock and Your Song.

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: 65

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

Tent: YES NO SIZE: multiple - see attached
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: 1 pub tent Service start and end times: 5p - 7:30p

- 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 2-4

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

**TBD once trucks confirmed

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

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent: YES NO CAPACITY: multiple
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: vary

- 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 Food trucks may use generators

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 + (0 _____ hours x \$50/\$75) = \$0 _____

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:

<https://tomseltontribute.com/pages/tour>

Listing of tour above which includes venues scheduled prior to Simsbury Meadows

Will on-site private security be provided?

YES NO

NUMBER: 16

Will on-site emergency medical services be provided?

YES NO

NUMBER: _____

- Where will they be located? _____
-

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: 300-600

Attendance will be: 300-600

STAGGERED OVER COURSE OF EVENT

AT A SPECIFIC TIME TIME: 5p - 8p

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food?

YES NO

- If so, trash recycling barrels are required at Permittee's expense

Will you require any special field lining or set up?

YES NO

Do you intend to use "staked" tents on athletic fields?

YES NO

Will athletic field lighting be necessary?

YES NO

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

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED

See attached Event Summary: Portotolets calculated per recommendation of United Site Services event analysis

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): Sarah Oberg _____

Applicant's Signature: *Sarah Oberg* _____

Date Signed: 4-28-24 _____

EVENT SUMMARY

Tom's Elton Tribute

Wednesday, August 21, 2024, 6:00 PM

Public Gathering Permit Application Submitted: 4-28-24

CONTACT INFORMATION:

Organization	Simsbury Meadows Performing Arts Center www.simsburymeadowsmusic.com
Event Contact	Sarah Oberg
SMPAC Contact	Sarah Oberg, Programs Manager

TIMELINE:

Wednesday, August 21 2024		
8a – 2p	Setup	Stage
5:00p	Gates open	Field
6:00p – 8p	Tom's Elton Tribute	Stage/Field
8p – 10p	Load-out/Breakdown	Field/Stage

EVENT DETAILS:

Description

Just as the world's finest classical musicians pay tribute to works by Stravinsky, Mozart, Beethoven and Rachmaninoff, Tom Cridland has devoted himself to celebrating the artistic legacy of Sir Elton Hercules John and his longterm bandmates, Nigel Olsson, Davey Johnstone, Dee Murray and Ray Cooper, through his live performances of Tom's Elton Tribute.

Tom plays all of Elton John's best loved classic hits, album tracks, deep cuts and fan favourites, including Bennie and the Jets, Tiny Dancer, Rocket Man, Candle In The Wind, Don't Let The Sun Go Down On Me, I'm Still Standing, Crocodile Rock and Your Song.

Ticketing Information

\$40 VIP, \$20 general admission

Ticketing Information**POINT OF SALE****Online**<https://www.eventbrite.co.uk/e/toms-elton-tribute-tickets-854735606207>**Parking**

Advanced Preparation	Lining lot C/D
Management	SMPAC volunteers
On-site Parking Fee	N/A

Expected Attendance

300 - 600

Stage Requirements

Lights	N/A
Sound	SCL Sound
Setup	Coordinated w/ artists by Sarah Oberg

Vendor Information

Merchandise Sales Vendors	Potential performer merch
Food Vendors	2 – 3 (families may also bring their own picnic)
Services/Activities	Moonlight Pub open for beverage service/sales along inside wall (9x20 tent)

Public Restrooms

Coordinated by SMPAC

Units
 Standard – 48
 Sinks - 12
 Accessible - 5
 TOTAL – 65

Location	# units	Type	location	placement notes
	8	DXR	Southeast entrance	
	33	DXR	Rear field	Split east and west
	2	ADA	Southeast entrance	
	3	ADA	Rear field	1 west and 2 east
	12	SS	Southeast entrance and Rear Field	3 Southeast entrance, 4 west, 5 east

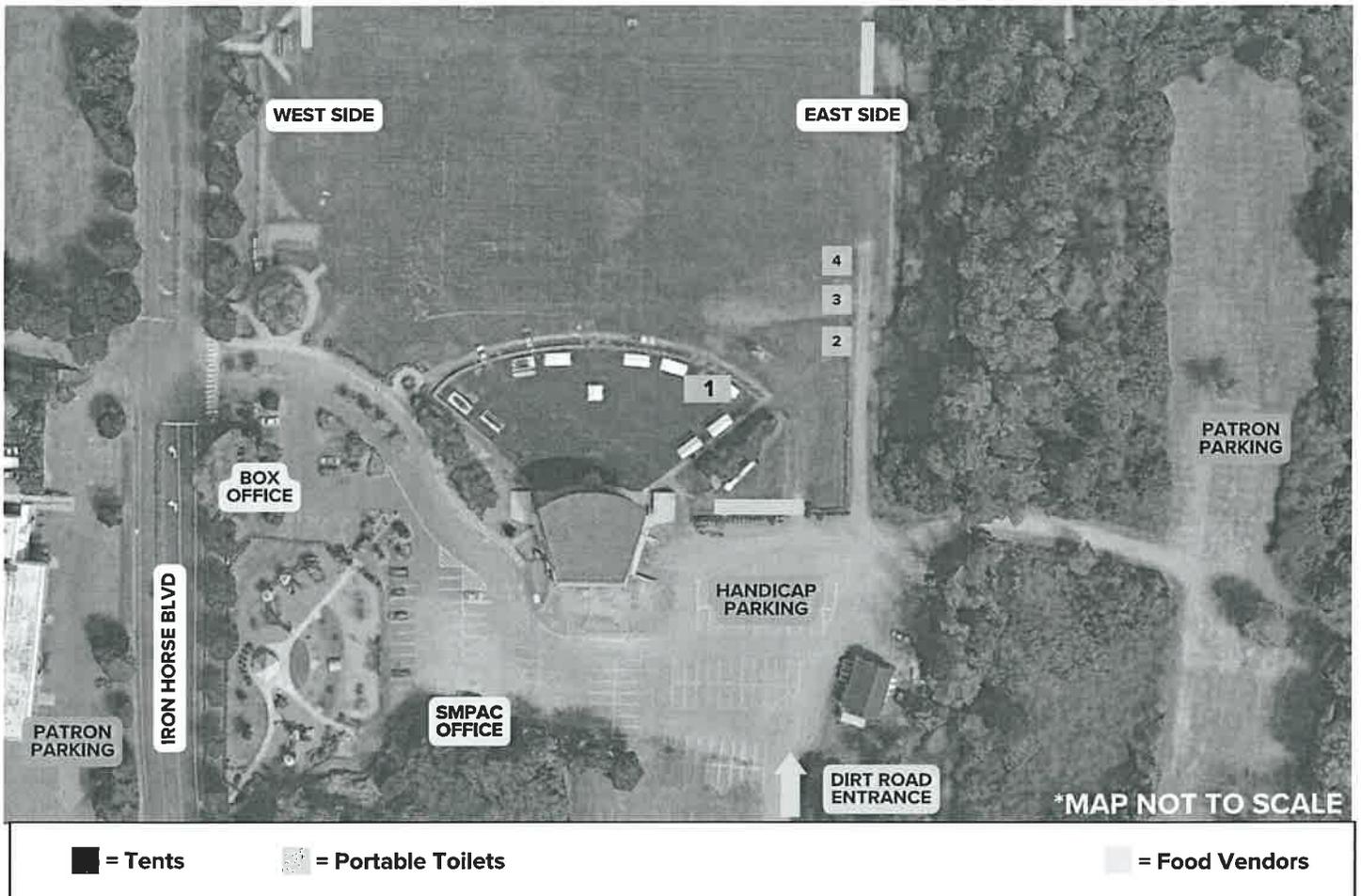
Security

Stage Security (USA)	N/A
Field Security (USA)	1 supervisor, 2 guards to work front of stage
Overnight Security	N/A
Security Notes	N/A

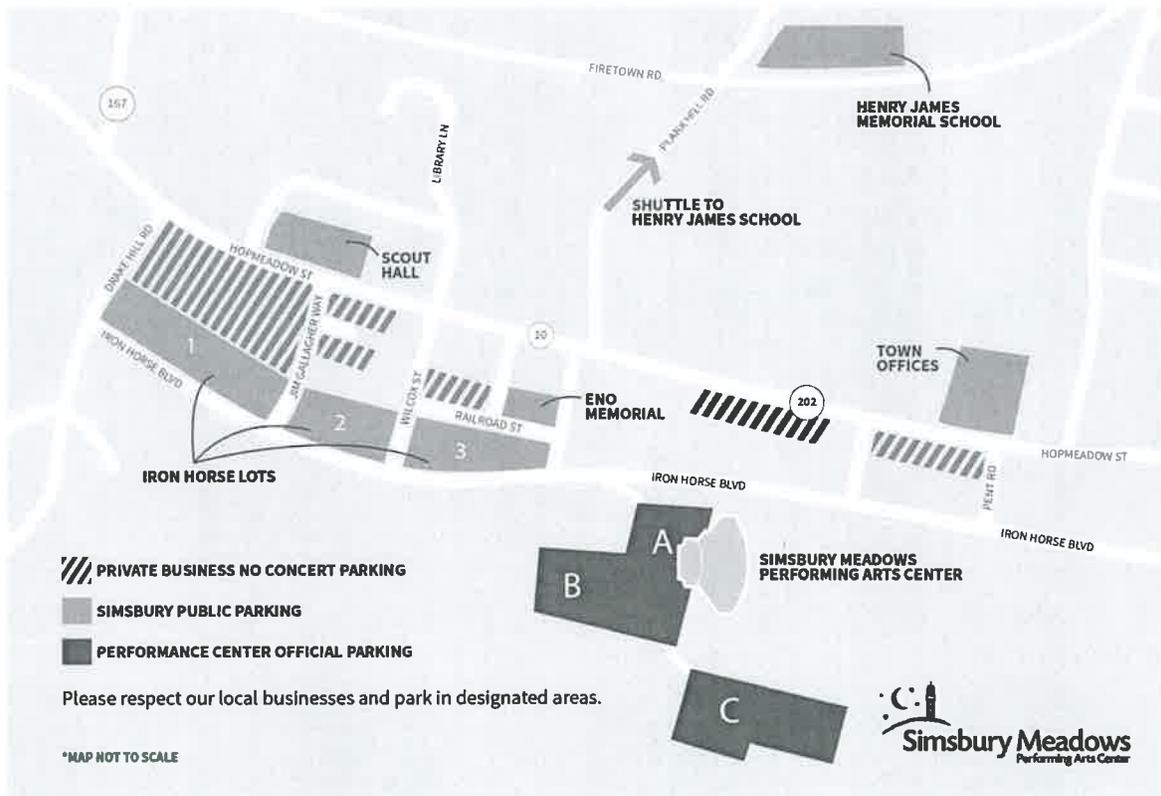
Public Safety	
Police	No road closure necessary
Fire	Will notify if sales eclipse 1,000
EMS	N/A
DPW Trucks	N/A

Tents		
10x10	Number: 2-4 tentative for vendors	Sides: No
12x12	Number: 0	Sides: No
9x20	Number: 1	Sides: No
20x20	Number: 0	Sides: No
30x30	Number: 0	Sides: No

Field Layout: Tom's Elton Tribute August 21, 2024



- 1 = Moonlight Pub (9' x 20')**
- 2 = Vendor TBD (10' x 20')**
- 3 = Faddy's Donuts (10' x 20')**
- 4 = Ben & Jerry's (10' x 20')**



****No parking shuttle**

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

**Additional
Parking in
Lot C & D**

ACCESSIBLE
37
Spots

LOT B
70 spots

LOT A
25
Spots

LOT A
11 spots

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

PAINTED
ISLANDS
(TYP.)

BIKE RACK (2)
6'X8' CONCRETE PAD

PROPOSED VEGETATED WATER QUALITY BASIN

RELOCATE EXISTING LIGHT POLE

162 FT 5 FT WIDE
PERMEABLE PAVERS
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.)

PROPOSED TIMBER GUIDE
RAIL (TYP.)

TREE TO BE REMOVED

RELOCATE EXISTING
ELECTRICAL STRUCTURES
AND LIGHT POLE

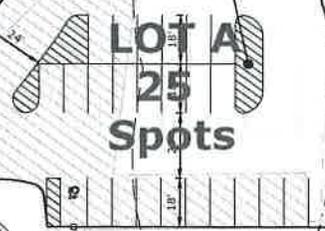
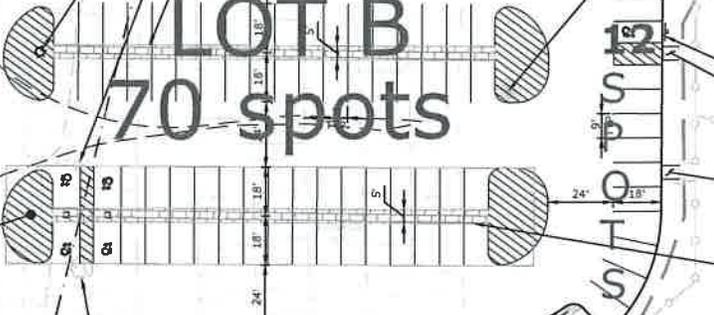
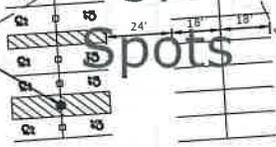
PROPOSED VEGETATED WATER QUALITY BASIN

100' IMPAVED DRIVEWAY AREA

10'

25'

10'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2024

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 Business & Family Insurors, Inc. 1001 Highland Ave NE Largo, FL 33770	CONTACT NAME: Karen E Gonzalez PHONE (A/C, No, Ext): 727-585-6525 E-MAIL ADDRESS: karen@bfinsurors.com	FAX (A/C, No): 727-588-0992
	INSURER(S) AFFORDING COVERAGE	
INSURED Greatest Music of All Time LLC Thomas Peter Jonathan Cridland 4600 140th Avenue N Ste 180 Clearwater, FL 33762	INSURER A: Evanston Insurance Company	NAIC # 35378
	INSURER B: The Pie Insurance Company	21857
	INSURER C: Starstone National Insurance Co	25496M
	INSURER D:	
	INSURER E:	
	INSURER F:	

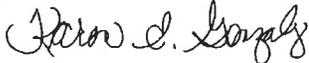
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA756895	02/22/2024	02/22/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	Included
								\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			71014Y240AL1	02/22/2024	02/22/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCPI931631000	02/22/2024	02/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Simsbury 933 Hopmeadow Street Simsbury, CT 06070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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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 4.29.24	
Zoning Commission (As may be required by ZEO)				
Building Official			H. Miga 4.29.24	
Police Chief			G. Samsecki 5.1.24	
Dir of Public Works			T. Roy 4.29.24	
Dir of Health FVHD			J. Brown 4.29.24	
Fire Marshal			P. Tourville - 5-1-24	Food Truck inspections needed
Simsbury Volunteer Ambulance			K. Stewart 4.29.24	
Zoning Enforcement Officer			J. Hollis 5-1-24	
Board of Selectmen				



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Gathering Permit – St. Mary’s Church – Procession
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; George McGregor, Director of Planning & Community Development; Joe Hollis, Code Compliance Officer
4. **Action Requested of the Board of Selectmen:**
If the Board supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective May 13, 2024, to approve the public gathering application on behalf of St. Mary’s Church and authorize the issuance of the public gathering permit for the Procession event.
5. **Summary of Submission:**
The Public Gathering Committee has approved the application for the Procession event.

The event will be held on June 2nd at St. Mary’s Church and is scheduled to start at 12:00 PM and end at 1:00 PM.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application, Map and Summary of the Event (*sign-off sheet forthcoming*)



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: St Mary's Church

Applicant's Name: Rev. Stephen Sledesky

Mailing Address: [REDACTED]

Phone: [REDACTED] Email: _____

Event Location: St Mary's Church to Schultz Park

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: Noon 6/2/24

End: 12:45 PM 6/2/24

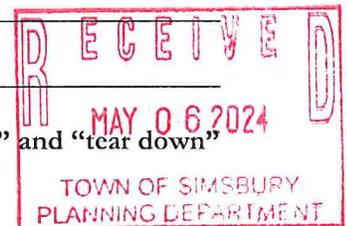
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 50-75

- *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:

June 2, 2024 is the Soleminity of the Body and Blood of Christ. We would like to have a procession from St Mary's Church at the conclusion of the 11 AM Mass which would be approximately noon. The procession would proceed along the sidewalk on the east side of Hopmeadow St to the crosswalk in front of town hall After crossing Hopmeadow St. it would then proceed along the sidewalk on the west side of Hopmeadow St. to Schultz Park. We would have a small draped card table there and would hold a short adoration service. After the sevice people would disperse or return to their cars at St. Mary's. We anticipate about 50-75 individuals participating and that the event would conclude between 12:45 and 1PM.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: _____

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

Portable toilets: YES NO NUMBER: _____

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

Tent: YES NO SIZE: _____
OPEN SIDES ENCLOSED

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

Lighting and/or sound equipment: YES NO

- *If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.*
- *Lights 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 _____

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: _____
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: _____

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

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

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

Please note:

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

POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival? YES NO

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

Will on-site private security be provided? YES NO NUMBER: _____

Will on-site emergency medical services be provided? YES NO NUMBER: _____

- *Where will they be located?* _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

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: _____

Attendance will be: _____

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: _____

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

- *If so, trash recycling barrels are required at Permittee's expense*

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

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

Will athletic field lighting be necessary? YES NO

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

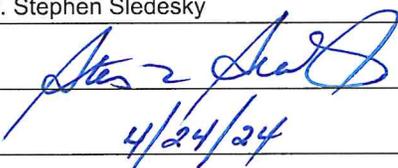
Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED

**Public Gathering Permit
Required Declaration**

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

Applicant's Name (Printed): Rev. Stephen Sledesky

Applicant's Signature: 

Date Signed: 4/24/24

Certificate of Coverage

Date: 4/25/2024

Certificate Holder
 The Archdiocese of Hartford, CT
 Chancery Office
 134 Farmington Ave.
 Hartford, CT 06105

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 ST. MARY PARISH
 946 HOPMEADOW STREET
 SIMSBURY, CT 06070

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8522	1/1/2024	1/1/2025	Each Occurrence
				500,000
				General Aggregate
				Products-Comp/OP Agg
				Personal & Adv Injury
				Fire Damage (Any one fire)
Med Exp (Any one person)				
Excess Liability	8522	1/1/2024	1/1/2025	Each Occurrence
				500,000
Other				Annual Aggregate
				Each Occurrence
				Claims Made
				Annual Aggregate
				Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 General Liability Coverage is verified for St. Mary Parish's Eucharistic Procession taking place through the sidewalks of East and West Hopmeadow Street into Schultz Park on Sunday, June 2, 2024 from 11:30 am to 1:00 pm. Combined single limit is \$1,000,000 per occurrence.

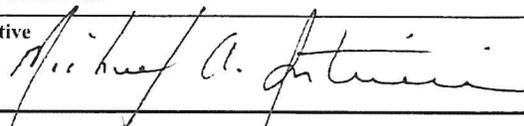
Holder of Certificate

Cancellation

Town of Simsbury
 933 Hopmeadow Street
 Simsbury, CT 06070

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0074010332



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Human Resources Job Classifications and Descriptions
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager

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

If the Board supports the creation of the proposed Human Resources job classifications and descriptions, the following motions are in order:

Move, effective May 13, 2024, to create the classification of Human Resources Director and to approve the proposed job description as presented.

Further move, to establish a salary range of pay for the position between \$90,000 – \$126,000¹.

Move, effective May 13, 2024, to create the classification of Human Resources Generalist and to approve the proposed job description as presented.

Further move, to establish a salary range of pay for the position between \$50,000 – \$70,000².

5. **Summary of Submission:**

Currently, the Human Resources of the entire Town is managed by one full-time employee, the Employee Benefits Coordinator, with assistance from other staff in the Town Manager's Office as needed. As part of the 2024/2025 budget, I requested a reorganization of the department by changing Human Resources from a function of the Town Manager's Office to its own stand-alone department as a way to better assist our employees. The budget includes the Employee Benefits Coordinator being reclassified to the Human Resources Director and the creation of a Human Resources Generalist to provide support to the HR Director.

The Town Manager's Office worked to conduct benchmarking for external similar positions. The Town Manager, Deputy Town Manager, and GovHR worked to create the proposed job description for HR Director. The Employee Benefits Coordinator aided in creating the HR Generalist job description.

¹ This would be the rate of pay for FY 24/25 and will be used for advertising and recruitment purposes.

² This would be the rate of pay for FY 24/25 and will be used for advertising and recruitment purposes.

The positions are proposed to be 40 hours per week, which is consistent with other staff positions in the Town Manager's Office. The positions would be classified as exempt and unaffiliated.

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

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

The Personnel Subcommittee reviewed and approved the proposed creation of the Human Resources Director and Human Resources Generalist job classifications, descriptions and pay ranges at their May 9th meeting.

6. Financial Impact:

These positions are included in the FY 2024/2025 budget.

7. Description of Documents Included with Submission:

- a) Proposed Job Description – Human Resources Director
- b) Proposed Job Description – Human Resources Generalist



Job Title	Director of Human Resources
Department	Town Manager’s Office
Employment Status	Full-Time
Exempt/Nonexempt Status	Exempt
Hours Worked Per Week	40

Scope of Work

The Director of Human Resources is responsible for planning, administering, and supervising all human resources activities, programs, and personnel. The position is responsible for using initiative and sound judgment in researching and making program and policy recommendations under the direction of the Town Manager, and implementing programs and policies in accordance with local, State, and Federal laws and ordinances. The Director works closely with the Town Manager to support collective bargaining negotiations and oversees labor relations.

Supervision

Received	Town Manager
Exercised	Human Resources Generalist

Essential Job Functions

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function to satisfaction.

- Assures compliance with all state and federal employment laws and advocates for affirmative action and equal opportunity for candidates.
- Leads the development and implementation of effective recruitment and retention programs for all staff positions.
- Develops and updates position descriptions and recommends classification levels for positions.
- Manages the employment life cycle of all Town employees.
- Actively participates as a member of the collective bargaining team. Assists with the resolution of grievances, disciplinary action, and complaints. Conducts investigations as required.
- Administers contracts, interprets, and proposes recommendations for contract language and develops team offers.
- Counsels employees, advises, and investigates personnel problems.
- Creates new personnel policies as needed and updates existing policies. Consults with legal counsel to ensure compliance with federal and state laws.

- Plans and supervises research tasks for special studies and reports. Prepares drafts of recommended policies.
- Reviews and advises the Town Manager regarding personnel transactions including hires, promotions, transfers, salary changes, reclassification, leaves of absence, and terminations.
- Administers the Town’s compensation and classification plans.
- Prepares, administers, and manages the budget for the Human Resources Department. Assists Finance department by providing employee fiscal data.
- Collaborates with Department Directors to identify and implement training programs for staff.
- Oversees safety, OSHA, and compliance training programs.
- Manages the Town’s Workers’ Compensation program; attends Workers’ Compensation and Injured on Duty review meetings and provides background information on individual claims.
- Supervises Human Resources Generalist.
- Oversees the administration of all employee benefit programs in compliance with HIPAA regulations.
- Administers the Town’s insurance, retirement, and wellness programs.
- Directs preparation and distribution of communication and information regarding employee benefit programs such as insurance plans, pension plans, paid time off, bonus pay, and special activities.
- Develops and maintains HRIS – HR platform and applicant tracking systems.
- Attends and represents the Town at meetings and conferences related to human resources.
- Attends professional development programs including trainings, seminars, workshops, and courses with the approval of the Town Manger.
- Provides effective and efficient customer service and promotes and maintains responsive community relations.
- Follows safe work practices.

Other Job Functions

- Performs related duties as assigned.

Requirements of Work

Graduation from a college or university with a bachelor’s degree in Human Resources, Public Administration, Business Management, or a closely related field. Master’s degree or professional certification as a Human Resources Professional (SPHR) preferred plus a minimum of seven (7) years of experience in personnel and/or municipal management in a unionized environment with at least three (3) years of experience in a supervisory role. Other combinations of education, training, and experience may be considered.

Knowledge, Ability, and Skill

In addition to the requirements of work, the individual should also have the following knowledge, ability, and skill:

Knowledge of

- Laws, principles, and practices of human resources administration.
- Federal and state labor and employment laws, benefits laws and regulations; as well as benefit and pension plan provisions, workers’ compensation laws, and unemployment benefits.
- Labor relations and collective bargaining in the public sector.
- Principles of organization management, and accounting in the public sector.

	<ul style="list-style-type: none"> • The use of standard office equipment and strong knowledge of current office technology and ability to learn and utilize human resources software applications.
Ability to	<ul style="list-style-type: none"> • Multi-task and prioritize work. • Deal with highly sensitive information and maintain confidentiality. • Communicate effectively both verbally and in writing. • Prepare complex correspondence and reports. • Conduct studies, analyze facts, and exercise sound judgment. • Assign and supervise the work of others; motivate employees to work toward common goals. • Establish and maintain effective working relationships with elected officials, supervisors, coworkers, retirees, legal counsel, contractors, vendors, and citizens.
Skill in	<ul style="list-style-type: none"> • Oral and written communications. • Strategic thinking and decision making. • Negotiations and investigations. • Benefits administration. • Public relations.

Necessary Special Requirements

Motor Vehicle Operator's License

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed mostly in an office setting; hand-eye coordination is necessary to operate computers and various pieces of office equipment. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk, and hear; use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms.
- Ability to file correspondence in file cabinet drawers ranging in height from 1 foot to six feet from the floor.
- Ability to handle stressful situations and work in an office setting subject to ongoing interruptions and background noises.
- Ability to operate a motor vehicle.
- The employee must occasionally lift and/or move up to 20 pounds.

Town of Simsbury

TITLE: Human Resources Generalist

DATE: May 13, 2024

DEPARTMENT: Town Manager's Office

FLSA STATUS: Exempt

POSITION DESCRIPTION:

Under the oversight of the Town Manager and direct supervision of the Director of Human Resources, provides administrative, analytical and technical support in the management and administration of programs and activities including staffing and retention, compensation and classification, benefits, risk management, HRIS, collective bargaining and personnel policies and procedures.

SUPERVISION RECEIVED

The Human Resources Generalist is supervised by the Human Resources Director.

SUPERVISION EXERCISED

None.

ESSENTIAL JOB FUNCTIONS:

- Assists with the recruitment of new hires including job posting, application review, interview preparation and coordination, testing and evaluation, setting-up interview panels and candidate interviews.
- Participates in oral panel interviews of candidates ensuring policy compliance.
- Conducts employee on-boarding and off-boarding processes including test scheduling, new hire paperwork and orientations and termination processing.
- Assists in the day to day development, administration and communication of various benefit programs including: healthcare, life insurance, COBRA and long-term disability insurance.
- Manages the annual open enrollment period and health evaluations.
- Provides superior service to employees and retirees related to employee benefits.
- Ability to maintain excellent relations with staff to lead and develop an effective Human Resources department team.
- Resolves healthcare claim discrepancies and provides information in non-routine situations.
- Coordinates with Finance/Accounting/Payroll to resolve issues.
- Analyzes benefit trends and conducts surveys as directed.
- Assists in the benefits renewal process.
- Creates and participates in presentations related to benefit programs and policies.

- Coordinates with brokers, business partners and vendors.
- Assists in the day to day administration of the Town retirement programs including processing of employee retirement income plans and healthcare benefits.
- Assists in the management and maintenance of the HR modules in HRIS. Assists with the development and management of the employee “self-service” platform.
- Assists in the administration of accident / injury, absence and leave management including: OSHA reporting and compliance, Workers Compensation, Family Medical Leave Act (FMLA), return to work, modified work assignments and Town’s Safety Committee.
- Oversees maintenance of personnel records including personnel files, benefit information and confidential employee medical files. Updates employee benefits records as necessary. Develops and maintains confidential and complex records and files.
- Assist with the analysis of ongoing compensations and classification benchmarking, salary survey’s and job descriptions changes.
- Assists in preparation and implementation of communications, training initiatives and professional development programs.
- Attends meetings and conferences related to human resources; attends and presents human resources related information as requested.
- Assists with compliance with federal and state statutes and regulations including but not limited to ACA, HIPAA and the ADA.
- Supports the Town Manager’s office with union contract negotiations.
- Coordinates with management in the administration of the Town’s. Prepares, submits and posts required reports as directed.
- Works directly with the Director of Human Resources on matters related to employee evaluations, grievances, coach and counsel /disciplinary matters.
- Performs audits as required.
- Performs special assignments, studies, and complex administrative functions as directed.
- Provides administrative and technical support of the Town Budget.
- Composes and types routine and more complex correspondence and reports including graphs and tables.
- Determines priority of work tasks.

May perform additional tasks and duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Strong knowledge of current office technology including but not limited to Microsoft Office, Excel and PowerPoint and ability to learn human resources software applications.
- Considerable ability in oral communications and written communications.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Thorough ability to perform administrative procedures.
- Thorough ability to learn the operations of the Town Manager’s Office and personnel function.
- Considerable ability to establish and maintain effective working relationships with coworkers, town officials, representatives of other agencies and the general public.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use and operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Work environment includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations. Ability to move throughout town buildings and sites.
- Ability to operate a motor vehicle.

REQUIRED MINIMUM QUALIFICATIONS:

A Bachelor's degree with a minimum of three years of human resources and/or employee benefits experience required. Municipal Human Resources experience preferred. CEBS, PSHRA and/or SHRM Certification a plus.

LICENSE OR CERTIFICATE:

Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed WPCA Plant Operator I Reclassification
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager

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

If the Board supports the proposed reclassification, the following motions are in order:

Move, effective May 13, 2024, to revise the WPCA Plant Operator I job description as presented.

Further move, to establish the position at grade T6 of the AFSCME employees pay plan.

Finally move, to authorize Town Manager, Marc Nelson, to enter into a memorandum of agreement codifying the terms of the tentative agreement on the matter with the union.

5. **Summary of Submission:**

The WPCA Operator I job description was last reviewed and updated in 2003. The WPCA Superintendent has approached the Human Resources Department with proposed revisions to the WPCA Operator I job description and a proposed change to the pay grade of the position. The Operator I position is the entry level position to the Water Pollution Control Facility. This position is classified at grade T-5 of the AFSCME Employee pay plan, the proposed pay grade would be T-6. At the moment, employees hired to the position must obtain their Class B CDL within six months of employment and become certified as a Connecticut Wastewater Operator Grade I within two years of employment.

The request from the WPCA Superintendent is to change the requirement for receiving the Connecticut Grade 1 certification from two years to one year and for the candidate to have their Class B CDL at time of appointment. The reasoning is due to training an employee for two years and then having to let them go if they do not pass the exam is a large investment in the employee who then has to be let go. Employees who are not certified also are not able to join the on-call list that department employees rotate through to make sure there is coverage for any potential events that happen overnight or over the weekend.

Staff in the Town Manager's Office has been in communication with the Union representatives to negotiate the updated description, pay grade and hours.

6. Financial Impact:

Changing the pay grade from grade T5 to T6 of the AFSCME employees pay plan would increase the hourly range of the position from \$25.73 – \$31.57 to \$26.84 – \$33.00 per hour. Any impacts regarding increased costs are paid through the Sewer Use Fund and not by the General Fund.

7. Description of Documents Included with Submission:

a) Proposed Job Description – WPCA Plant Operator I

Town of Simsbury

TITLE: WPCF Plant Operator I

GRADE: ~~T-5~~ T-6

DEPARTMENT: Water Pollution Control Authority–DPW **DATE:** ~~September 8, 2003~~
May 13, 2024

POSITION DEFINITION:

After training, operates, monitors and controls the instrumentation, electric motors, pumps, valves, and process of the sewage treatment; performs minor maintenance and repair work on collection system, treatment plant equipment and vehicles; performs general maintenance work in WPCF buildings and grounds.

SUPERVISION RECEIVED:

Works under the close supervision of the Process Control Operator, [Mechanic](#) Foreman, or Assistant Superintendent.

ESSENTIAL JOB FUNCTIONS:

- Receives oral or written instructions from Process Control Operator, Foreman, or Assistant Superintendent, to carry out established procedures in the maintenance and repair of the treatment facility, pump stations, and collection system.
- Follows written or oral instructions.
- Accomplishes work using equipment manuals and established procedures.
- Operates pumps and equipment to treat wastewater.
- Follows established procedure in daily inspection and maintenance of plant equipment and related facilities.
- Monitors gauges, meters, equipment control panels, and other monitoring devices.
- Reports malfunctions and/or equipment breakdowns to supervisors.
- Extracts samples and performs standard tests.
- Observes variations in operating conditions and initiates adjustments to achieve operating efficiency.
- Maintains equipment monitoring sheets and operating logs accurately and punctually.
- Performs scheduled preventive maintenance and makes repairs on WPCF and pump station equipment.
- Documents preventive and corrective maintenance performed.
- Operates truck to move sludge, pipe cleaning equipment and also transports materials to pump stations.
- Follows standard safety procedures and regulations.
- Reports tasks accomplished verbally or in writing to supervisor.

ADDITIONAL JOB FUNCTIONS:

- Assists the Process Control Operator, Foreman, or Assistant Superintendent in the performance of tasks necessary to comply with local, State and Federal regulations.
- Performs repair work on vehicles.
- Performs custodial housekeeping duties of equipment and buildings.
- Assists in the removal, replacement, or overhaul of equipment.
- Performs computer data entry and general office duties.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to diagnose equipment problems and perform minor repairs.
- Ability to read and interpret meters, gauges, and accurately record results.
- Ability to read and follow instructions, rules and procedures.
- Ability to acquire a basic knowledge of the operation, maintenance and repairs associated with wastewater treatment.
- Ability to acquire a State of Connecticut Department of Environmental Protection Wastewater Operator, Grade I Certification.
- Sufficient stamina and health to perform strenuous physical labor for extended periods of time.
- Ability to perform basic mathematical computations.
- Ability to interpret plan specifications and a variety of instructions furnished in written, oral, diagrammatic or schedule form.
- Ability to safely operate trucks in excess of 26,000 pounds GVW and other motor vehicles.
- Ability to communicate effectively, both orally and in writing.
- Ability to work safely.
- Ability to work on emergency call-out basis.

PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Ability to work in a setting subject to continuous interruptions and background noises.
- Ability to use a respirator.
- Ability to work in confined or close quarters including between pipes, and in tunnels for extended periods of time.
- Occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions.
- Ability to work in poor weather conditions, including heat, cold, rain, snow.
- Ability to operate equipment requiring eye and hand coordination and mechanical aptitude.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to access and reach difficult places and varied terrain for inspection purposes.
- Ability to move throughout buildings and sites.

- Ability to get into and out of motor vehicles.
- Must be able to carry supplies and equipment which may exceed 70 pounds.
- Ability to work independently with minimum supervision.
- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms.
- Ability to walk; sit; climb; or balance; stoop, kneel, crouch or crawl; and smell.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- The employee is exposed to odor.
- The noise level in the work environment is occasionally loud.

REQUIRED MINIMUM QUALIFICATIONS:

High school diploma or GED equivalent and ~~one (1) year~~ two (2) years of practical experience in water, wastewater, electrical, pumps, or mechanical repair.

DESIRED QUALIFICATIONS:

An associates degree, or equivalent, in biology, chemistry, engineering or a related field.

LICENSE OR CERTIFICATE:

- Certification as a Connecticut Wastewater Operator, Grade I or acquired certification within ~~two years~~ one year of employment.
- [Advancement to Operator II upon meeting requirements of Operator II job description](#)

MOTOR VEHICLE OPERATOR'S LICENSE:

Connecticut Class B CDL ~~within six months of~~ required at time of employment.

Note: The duties listed above are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from the Simsbury Main Street Partnership
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager

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

If the Board supports acceptance of the donation from the SMSP, the following motion is in order:

Move, effective May 13, 2024, to accept the monetary donation of \$2,500 from the Simsbury Main Street Partnership for the purpose of supporting the 2024 Juneteenth Celebration.

5. **Summary of Submission:**

The Simsbury Main Street Partnership (SMSP) applied for and received the funds from an Eversource grant to support Simsbury's Juneteenth Celebration scheduled for June 15th.

The Rhythm & Brews Juneteenth Celebration is a multi-municipal partnership event in conjunction with the towns of Avon, Canton, Farmington, and Granby, organized by the Simsbury Diversity, Equity & Inclusion (DEI) Council, and hosted at the Simsbury Meadows Performing Arts Center.

SMSP would like to distribute the grant awards to the Town in the form of a donation.

Chapter 100 of our Code of Ordinance, "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:**

The funds would be deposited into the General fund, earmarked for the DEI Council, for Juneteenth Celebration expenses.

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:** Appointments to the Fair Rent Commission

2. **Date of Board Meeting:** May 13, 2024

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

Marc Nelson, Town Manager

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

If the Board supports the recommended appointments, the following motions are in order:

Move, effective May 13, 2024, to appoint Karin Stahl (D), Jackie Battos (R), Kevin Lyden (D), Stephanie Yocum (R), and Nichole Perreault (U) as Regular Members of the Fair Rent Commission.

Further move, effective May 13, 2024, to appoint George Tolhurst (D) and Maxine Asnis (U) as Alternate Members of the Fair Rent Commission.

5. **Summary of Submission:**

The Fair Rent Commission was created by ordinance in 1986 and reestablished in 2023. Code Chapter 15 contains additional information regarding terms and duties. Members shall serve a term of four years. The current terms are set according to Code language.

At the Personnel Subcommittee's April 16th Special Meeting, the group recommended the seven appointments to the Commission as presented, following three meetings in which the Subcommittee interviewed thirteen (13) applicants. The term lengths were selected randomly.

Ms. Stahl, Ms. Battos, Ms. Perreault, and Mr. Tolhurst will serve a term expiring on November 30, 2024.

Mr. Lyden, Ms. Yocum and Ms. Asnis will serve a term expiring on November 30, 2026.

6. **Financial Impact:**

None

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

a) Personnel Subcommittee April 16th Special Meeting Minutes



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

**Personnel Subcommittee
Special Meeting**
Tuesday, April 16, 2024
Main Meeting Room, Town Hall

REVISED MINUTES

Members Present: Wendy Mackstutis, First Selectman; Steven Antonio, Deputy First Selectman; Heather Goetz, Selectman

Staff Present: Franklyn Barrueco, Management Specialist

The meeting was called to order at 4:18 PM.

1) Interview & Discuss Fair Rent Commission Applicants

The members of the Personnel Subcommittee interviewed applicants for the Fair Rent Commission.

Following the interviews, the Personnel Subcommittee discussed the qualifications of all the candidates and selected the composition for the Fair Rent Commission as follows:

Candidate	Party Affiliation	R=Regular, A=Alternate
Karin Stahl	D	R
Jackie Battos	R	R
Kevin Lyden	D	R
Stephanie Yocum	R	R
Nichole Perrault	U	R
George Tolhurst	D	A
Maxine Asnis	U	A

Adjourn

The meeting adjourned at 5:40 PM.

Respectfully submitted,
Franklyn Barrueco
Management Specialist

TOWN CLERK'S OFFICE

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2024 APR 17 A 10:31



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of David Soskin from the Public Building Committee
2. **Date of Board Meeting:** May 13, 2024
3. **Individual or Entity Making the Submission:**
Marc Nelson, Town Manager; Trish Munroe, Town Clerk
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, retroactive to April 29, 2024, to acknowledge receipt of the resignation of David Soskin as a Regular Member of the Public Building Committee.
5. **Summary of Submission:**
The Town Clerk has received the resignation of David Soskin (D).

Pursuant to our Charter, since Mr. Soskin is affiliated with the Democratic party, his replacement must be from the same political party.

The appointee will serve until the term ends on January 1, 2026.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) David Soskin's Resignation Letter, dated April 29, 2024

Munroe Trish

From: David Soskin [REDACTED] >
Sent: Monday, April 29, 2024 11:04 AM
To: Munroe Trish
Cc: Tom Roy; Casey Jason; Luzietti Michael; Mitchell Carol
Subject: Resignation...

Hey Team,

I need to resign my seat on the PBC, effective immediately.

Apologies to let you down, but I just cannot commit to it in a useful way any more.

If I am needed for the next meeting or two so we have a quorum please let me know, I do not want to leave you all in the wind.

Thank you,

David Soskin
[REDACTED]

TOWN CLERK'S OFFICE

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2024 APR 29 P 12:18

CALL TO ORDER

The Regular Meeting of the Board of Directors was called to order at 6:00 p.m. in the Auditorium of Eno Memorial Hall. Present were: First Selectman Wendy Mackstutis; Deputy First Selectmen Steven Antonio; Selectmen Heather Goetz; Curtis Looney, Kevin Beal and Diana Yeisley. Other in attendance included: Town Manager Marc Nelson; Deputy Town Manager Tom Fitzgerald; Deputy Town Engineer Adam Kessler; Director of Parks and Recreation Tom Tyburski, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARING

a) Proposed Amendments to the Town of Simsbury Retirement Income Plan

- **Participants can address the Board of Selectmen in person at the meeting**
- **Email townmanager@simsbury-ct.gov by noon on Monday, April 15, 2024, 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**

Ms. Mackstutis said this Public Hearing is to hear comments on the two changes to the Simsbury Retirement Income Plan. There are two changes to the Plan – one would allow in-service distribution to unaffiliated classifications and the other would increase the pension percentage for new Town staff who are eligible for this pension plan.

Joan Coe, 26 Whitcomb Drive, spoke about the changes in the pension plan. She spoke about the Police Chief and employees all getting the pension information when being hired. She said in-service shouldn't be considered while working. She asked if any other Towns do this with their pension plan. She feels this plan would restrict promotions and staff growth. She also spoke about how plans should benefit the taxpayers.

Travis Schweizer, Chairman of the Police Commission, said he feels they could lose staff without this plan. The Board of Selectmen should pass this – the trend statewide is 15% of the force would be down without this plan. Most retirees aren't ready to retire and just go to another Police department. He feels they are in jeopardy of losing three officers as economically they are no incentive for them to stay. He feels the relationship with the Town is getting much better, especially with the children. He feels this change should be passed.

Roger Homsted Road, asked about how other towns handle distributions, how they handle retirements, and what other options they might have.

Mr. Beal made a motion to adjourn the Public Hearing, after no further comments, at 6:11 p.m. Ms. Yeisley seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

- **Participants can address the Board of Selectmen in person at the meeting**
- **Email townmanager@simsbury-ct.gov by noon on Monday, April 15, 2024 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**

Joan Coe, 26 Whitcomb Drive, spoke about the budget and expenditures to enhance Memorial Park. She also spoke about the ambulance issue, Simsbury Performing Arts Center and buildings in the flood plain. She also spoke about the Main Street Partnership, a mental health crisis in the country, the Police Department, a Charter Revision Commission and other issues.

PRESENTATION

a) Autism Awareness Month Proclamation

Will said he is a Simsbury Media para-educator and it is the best job he ever had. He has his associates and batchelors degrees and now he is going back to school to get his masters. Everyone should be recognized no matter who they are.

The Board read the following Proclamation:

PROCLAMATION RECOGNIZING APRIL 2024 AS AUTISM AWARENESS MONTH IN SIMSBURY

WHEREAS, autism is a neurological condition affecting millions of people in the United States that demands a national response and an increase in knowledge of the programs that have been and are being developed to support persons with autism and their families;

WHEREAS, autism can effective anyone, regardless of race, ethnicity, gender, or socioeconomic development;

WHEREAS, symptoms and characteristics of autism might present themselves in a variety of combinations and can result in signs of lifelong impairment or an individual's ability to learn, development healthy interactions, behaviors, and understand verbal as well as non-verbal communications;

WHEREAS, doctors, therapists and educators continue to help persons with autism overcome or adjust to its challenges and provides early, accurate diagnosis and the resulting appropriate education, intervention, and therapy that are vital to future growth and development;

WHEREAS, ensuring that persons with autism have lifelong access to care and services needed to pursue the full measure of personal happiness and achieve their greatest potential;

WHEREAS, the Town of Simsbury is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Da, in the hope that it will lead to a better understanding of the disorder;

Therefore, I, Wendy Mackstutis, First Selectman, do hereby proclaim April 2024 as Autism Awareness Month in Simsbury and call upon all of us to learn more about autism to improve early diagnosis, learn firsthand the experiences of persons with autism, and to build more welcoming and inclusive communities for persons with autism.

IN WITNESS THEREOF, I have placed by seal and the great seal of the Town of Simsbury.

Date the 15th day of April 2024.

Wendy Mackstutis, First Selectman, Deputy First Selectman Steven Antonio, Selectmen Curtiss Looney, Heather Goetz, Diana Yeisley and Kevin Beal.

Ms. Yeisley made a motion, effective April 15, 2024, to authorize First Selectman Mackstutis to issue a Proclamation in support of Autism Awareness Month. Further move, to light Eno Memorial Hall blue for the rest of the month of April 2024. Mr. Beal seconded the motion. All were in favor and the motion passed.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

Town Manager, Marc Nelson, reviewed his Town Manager’s report.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – there is no report at this time.
- b) **Finance** – there is no report at this time.
- c) **Public Safety** – Ms. Goetz said the Police Department has a rapid SOS program which will be added to work with 911 calls. Further information on who to use this will be coming soon.
Ms. Goetz said Social Services and the Fire Department are working on the steps to safety program which helps educate seniors on fires and fall safety with home visits and presentations.
Ms. Goetz said the Fire Department mill rate will go up from 1 to 1.05% due to increased costs of apparatus and gear. They are also going to replace Engine 3.
- d) **Board of Education** – Ms. Yeisley said they recognized the girls basketball team for their great year; they reported on fine arts for the district; and they discussed Central School’s vision statement.
Ms. Goetz said the Board of Ed said Latimer Lane is ahead of schedule.

Mr. Beal said the sustainability fair will be held on May 4th and there will be speakers from the Land Trust and smart energy in our homes.

Ms. Yeisley said Aging and Disabilities said they will hold a senior forum on May 4th and the next super Thursday will be held on May 9th,

Ms. Yeisley said Parks and Recreation will be holding a clean-up event on Saturday starting at Town Hall. They also had about 1000 kids attend the flashlight egg hunt. They are also planning a last day of school event and a Father’s Day Touch a Truck event.

Ms. Yeisley said the Youth Advisory Board will be having a tie dye event on June 27th,

Ms. Yeisley said a Taylor Swift Band is coming August 3rd. Soundbites is be here on May 18th. Also, the Talcott Mountain Music tickets will be on sale soon.

Ms. Goetz said the Planning Commission is having a meeting on April 22nd with the three finalists on the Tariffville Neighborhood Plan RFP.

Mr. Looney said Zoning met and approved the sign change at Simsbury Farms. They also voted to hold a Public Hearing on the flood plain amendment.

Mr. Looney said the Police Commission said they have six officers out on leave and have two vacancies at this time. The speeding grant we received has stopped 77 vehicles. They applied for a grant to upgrade dispatch software.

Ms. Goetz said the ambulance had their State inspection, which is good for another 2 years. They are also creating a Public Relations Committee to help residents.

Ms. Goetz said the elevator at Town Hall will be closed from April 6th to mid June.

CONSENT AGENDA (39:28)

Ms. Yeisley made a motion, effective April 15, 2024, to move the following items to the consent agenda: item b Tax Refund Requests; item c Public Gathering Permit – SMPAC Soundbites; item d Enhanced Dial-a-Ride Grant Application; and Appointments and Resignations. Mr. Antonio seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

a) Proposed Amendments to the Town of Simsbury Retirement Income Plan (49:19)

Ms. Mackstutis said this item came before the Board back in February. The Police Commission wanted to find a way to maintain key staff members. This would allow for an in-service distribution. There were some comments about turnover in positions or keeping knowledge from current staff. There are no changes for current staff, just for senior officers.

Mr. Nelson said they did do a lot of investigation on the drop plan and all alternatives. They also investigated the cost involved with the transition. Turnover for us is a negative for Simsbury. After all this investigation, the presented option was the best for Simsbury.

After discussion, Mr. Antonio made a motion, effective April 15, 2024, to adopt the proposed amendments to the Town of Simsbury Retirement Income Plan as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move, to authorize a summary of the revised Plan to be publicized. Mr. Looney seconded the motion. All were in favor and the motion passed.

b) Tax Refund Requests

This item was moved to the Consent Agenda.

c) Public Gathering Permit – Simsbury Performing Arts Center – Sound bites

This item was moved to the Consent Agenda.

d) Enhanced Dial-A-Ride Grant Application - This item was moved to the Consent Agenda.

e) Department of Justice Grant Application 1:14:50

Ms. Mackstutis said this is a grant through Senator Blumenthal’s office to help with the 911 system. We did not receive this grant last year. There is an annual operating cost of \$9,300. Mr. Fitzgerald noted that this cost would be in 2026 budget.

Ms. Yeisley made a motion, effective April 15, 2024, to retroactively submit a grant application to the Department of Justice, through the Office of Senators Richard Blumenthal and Christopher Murphy for the 2025 COPS Law Enforcement Technology and Equipment Grant, and authorize Town Manager, Marc Nelson, to execute the grant application. In the event that the grant is awarded, the following additional motions are in order: Move, to accept the grant and authorize Town Manager, Marc Nelson, to execute all documents related to the grant award. Ms. Goetz seconded the motion. All were in favor and the motion passed.

f) Department of Economic and Community Development Grant Application (1:17:40)

Ms. Mackstutis said this is a State Commission grant – a DECD Urban Action grant, related to the SMPAC expansion.

Ms. Yeisley made a motion, effective April 15, 2024, to submit a grant application to the Connecticut Department of Economic and Community Development and authorize Town Manager, Marc Nelson, to execute the grant application. In the event that the grant is awarded, the following motions are in order: Move to accept the grant and authorize Town Manager, Marc Nelson, to execute all documents related to the grant award. Mr. Antonio seconded the motion. All were in favor and the motion passed.

g) Capital Region Council of Government Development Grant Application (1:25:48)

Mr. Kessler said this is about the grant for the trail and we are not going to allocate a match for this. This is a Federal grant requirement. This is just an application for the entire project itself, about 15 million dollars. The State should kick in about a 20% match. There are a lot of discussions between the DOT and DEEP on the trails.

Ms. Goetz made a motion effective April 15, 2024, to submit a grant application to the Capital Region Council of Government Development and to authorize Town Manager, Marc Nelson, to execute the grant application and signature of the “Project Sponsor and Commitment Statement”. In the event the grant is awarded, the following motion is in order: To accept the grant and authorize the Town Manager, Marc Nelson, to execute all documents related to the grant award. Ms. Looney seconded the motion. All were in favor and the motion passed.

h) Board of Selectmen 2023-2025 Goals (1:37:53)

Ms. Mackstutis said after discussion in January on the goals, this is the summation of that discussion. The additions are in yellow. Make sure in agreement of the goals and then prioritize them. There was some discussion on not being caught flat-footed in unexpected departures come up so that there is mentoring, training, and a succession plan in place. Also, the Board would like to see some bullet points on the goals and would like the goals posted for the public.

After more discussion, Ms. Goetz made a motion, effective April 15, 2024, to adopt the Board of Selectmen 2023-2025 Board of Selectmen goals as presented. Ms. Yeisley seconded the motion. All were in favor and the motion passed.

i) Discussion and Clarification on Memorial Park Redesign Capital Project

Mr. Tyburski explained what was included in the \$150,000 that was approved for the Memorial Park project, which included the feasibility of a splash pad, restrooms, etc.

There was discussion on reaching out to the community for options they might be looking for. There was also discussion on looking at the \$950,000 possible cost for the new park. All of this information will be brought up to the Board of Finance presentation tomorrow.

There was no motion at this time.

APPOINTMENTS AND RESIGNATIONS

a) Appointments to Various Boards and Commissions

This item was moved to the Consent Agenda.

REVIEW OF MINUTES

a) March 25, 2024 Regular Meeting

There were no changes to the Regular Meeting Minutes of March 25, 2024, and, therefore, the minutes were adopted.

COMMUNICATIONS

- a) Memorandum from M. Nelson re: Administrative Approval of Public Gathering Permit, dated April 14, 2024**
- b) Letter from Planning Commission Chairman re: Plan Implementation Committee, dated April 3, 2024**

Ms. Mackstutis noted that Mr. Looney will be the Board representative on the POCD committee and Mr. Beal will be the representative on the 250th committee.

Mr. Beal asked if there was an update on the housing policy. Ms. Mackstutis said they are still looking at this issue.

ADJOURN

Mr. Beal made a motion, effective April 15, 2024, to adjourn the meeting at 8:10 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,
Kathi Radocchio, Clerk



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Marc Nelson - Town Manager

MEMORANDUM

To: Board of Selectmen

From: Marc Nelson, Town Manager

Cc: Joe Hollis, Code Compliance Officer; Tom Tyburski, Director of Culture, Parks and Recreation; Henry Miga, Building Official; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lieutenant; Tom Roy, Director of Public Works/Town Engineer; Patrick Tourville, Fire Marshal; Karin Stewart, Director of Simsbury Volunteer Ambulance Association; Jennifer Kertanis, Director of Health at Farmington Valley Health District

Date: May 13, 2024

Subject: Administrative Approval of Public Gathering Permits

This memo is to inform the Board of Selectmen of public gathering permits that I have approved via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed the application to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permits have been approved by me:

Name of Event	Location	Date(s)	Type
Kinetic Ukes Ensemble	Simsbury Meadows Performing Arts Center (SMPAC)	June 23, 2024 August 18, 2024 September 22, 2024	Music Performance
Nursery School Graduation	SMPAC	May 24, 2024	Graduation Ceremony
UConn Health Half Marathon	SMPAC	May 31, 2024	Running Event
MS Walk	SMPAC	June 1, 2024	Walking Event
Simsbury High School Graduation	SMPAC	June 7, 2024	Graduation Ceremony
The Little Mermen Concert	SMPAC	June 8, 2024	Concert
Farmington River Community Jam	SMPAC	June 9, 2024	Music Jam Session
Mainly Marathon	SMPAC	June 9, 2024	Running Event

PlaySTRONG Studio Recital	SMPAC	June 13, 2024	Recital
Farmington Valley Rhythm & Brews Juneteenth Celebration	SMPAC	June 15, 2024	Holiday Celebration
Talcott Mountain Music Festival	SMPAC	June 24, 2024	Concert
Circus Smirkus	SMPAC	July 28, 2024	Circus
Brewstock	SMPAC	August 10, 2024	Community Event
Mike DelGuidice – Under The Stars	SMPAC	September 6, 2024	Music Performance

Should you have any questions or concerns about the applications listed above, please contact my office.