Town of Farmington, CT
Office of the Town Manager
Special Joint Meeting of the
Town Council & the Board of Education

Farmington High School Library

Date: February 10, 2015
(Council Members are asked to call the Town Manager's office if they are unable to attend the meeting.)

Time: 6:00 – 6:45 p.m.

Place: Farmington High School
Library

AGENDA

A. Call to Order.

B. Pledge of Allegiance.

C. Public Comments.

D. Consideration of Special Topics.
   1. Comprehensive High School Study Presentation.

E. Adjournment

TOWN OF FARMINGTON, CT
OFFICE OF THE TOWN MANAGER
REGULAR TOWN COUNCIL MEETING

Date: February 10, 2015
Council Members are asked to call the Town Manager's Office if they are unable to attend.

Time: 7:00 p.m.

Place: Council Chambers

AGENDA

A. Call to Order

B. Pledge of Allegiance

C. Presentations and Recognitions
   1. Presentation: Town of Farmington Audit FY Ending June 30, 2014 Blum Shapiro & Company, P.C.
      (Attachment)

D. Public Hearing
   1. A public hearing to amend Farmington Town Code Chapter 111 "Historic Areas."
   2. A public hearing to consider the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan of approximately 3.57 acres for a purchase price of $275,000 and to consider a land swap.

E. New Items

F. Public Comments

G. Reading of the Minutes
   1. January 13, 2015 Regular Town Council Meeting
   2. February 2, 2015 Special Town Council Meeting

H. Reading of Communications and Written Appeals
   None

I. Report of the Committees
   1. UCONN Committee(s)
   2. Land Acquisition Committee
   3. Green Efforts Committee
   4. Joint Town of Farmington/City of Hartford Committee
   5. Bicycle Advisory Committee
   6. Future Public/Private Land Development Initiatives Committee

7. Web Page Sub-Committee

J. Report of the Council Chair and Liaisons
   1. Chair Report
   2. Board of Education Liaison Report
   3. Unionville Village Improvement Association Liaison Report
   4. Town Plan and Zoning Liaison Report
   5. Water Pollution Control Authority Report
   6. Economic Development Commission Liaison Report
   7. Human Relations Commission Report
   8. Chamber of Commerce Report
   9. Other Liaison Reports

K. Report of the Town Manager—Economic Development Update, Town Employee Update

L. Appointments
   1. Plainville Area Cable TV Advisory Council (Erickson) (R)
   2. Plainville Area Cable TV Advisory Council (Landry) (R)
   3. North Central Regional Mental Health Board, Inc. (Wienke) (R)
   4. North Central Regional Mental Health Board, Inc. (Parady)
   5. Farmington Valley Health District (Jones) (D)
   6. Green Efforts Committee BOE Rep
   7. Housing Authority (Cowdry) (R)
   8. Building Code Board of Appeals (Schadler) (R)
   9. Water Pollution Control Authority (McGrane) (U)
   10. Unionville Historic District and Properties Commission Alternate (Hoffman) (R)
   11. Metropolitan District Commission (ex-officio Member) (Solomonides)
   12. Justice of the Peace (Quigley)
   13. Tourism Central Region District (Bremkamp)
   14. Green Efforts Committee (Grouten) (R)

M. Old Business
   1. To consider and take action on the 2015 Blighted Building List.

N. New Business
   1. To amend the Farmington Town Code Chapter 111 "Historic Areas."

   2. To recommend the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan, and a land swap between the Town of Farmington and the Walnut Farms Village Association to the TPZ for a report under Section 8-24 of the Connecticut state statutes.

3. To approve the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan (approximately 3.57 acres) for a purchase price of $275,000 subject to the execution of an exchange agreement with the Walnut Farms Village Association.

4. To approve a land swap between the Town of Farmington and the Walnut Farms Village Association subject to acquisition of 8993 (Lot 45B-1) Walnut Farms Drive.

5. To authorize the Town Manager to execute an Open Space and Watershed Land Acquisition Grant Agreement and a Conservation and Public Recreation Easement and Agreement for a grant in the amount of $69,875 for the purchase of Lot 8 Collinsville Road.

6. To authorize the Town Manager to sign in Interlocal Agreement with the Town of Avon for a live fire training facility.

7. To set a public hearing on March 10, 2015 at 7:00 p.m. in the Town Hall Council Chambers on the Town Manager's 2015-2016 Recommended Budget.

8. To approve property tax refunds.

O. Executive Session
   1. Land acquisition
   2. Litigation

P. Adjournment

Agenda Item D-1

TOWN OF FARMINGTON
LEGAL NOTICE
PUBLIC HEARING

A public hearing will be held on February 10, 2015 at 7:00 p.m. in the Town Hall Council Chambers to amend Farmington Town Code Chapter 111 "Historic Areas" for the purpose of adding a new historic district and two historic properties under the jurisdiction of the Unionville Historic District and Properties Commission. A copy of the proposed ordinance is on file in the Office of the Town Clerk, Town Hall, 1 Monteith Drive, Farmington, CT.

Dated at Farmington, Connecticut this 26th day of January 2015.

Kathleen A. Eagen
Town Manager

Agenda Item D-2

TOWN OF FARMINGTON
LEGAL NOTICE
PUBLIC HEARING

A public hearing will be held on February 10, 2015 at 7:00 p.m. in the Town Hall Council Chambers to consider the the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by Estate of John K. Hanrahan (3.57 acres) for a Purchase Price of $275,000; and to consider the land swap between the Town of Farmington and the Walnut Farms Village Association of approximately 8,513 square feet to the Town of Farmington and approximately 8,618 square feet to the Walnut Farms Village Association.

Dated at Farmington, Connecticut this 3rd day of February 2015.

Kathleen A. Eagen
Town Manager

MOTION: Agenda Item K

Report of the Town Manager—Economic Development Update, Town Employee Update

Economic Development Update

Center for Advanced Reproductive Services (CARS)
Women's Health USA has moved their Center for Advanced Reproductive Services to 2 Batterson Park Road. The Center was formerly located at the UCONN Health Center but needed to move due to the UCONN Heath Center expansion. They chose to remain in Farmington and purchased 2 Batterson Park Road. In addition to purchasing the building they have invested over 4.5 million dollars in building renovations. The Center employs 47 full time professionals and 12 part time employees and is one of the largest and most successful fertility programs in CT and one of the top 15 programs in the country.

They will be holding a grand opening ceremony on February 11 at 2:00 p.m. at the new facility.

Ducci Electric
In May 2015, Ducci Electric will move their corporate headquarters from Torrington to 74 Scotts Swamp Road in Farmington. Ducci employs 40 office professionals and 250 union electricians. They are one of the leaders in the electrical construction industry and have projects throughout the state and region.

Town Employee Update
Alex Kaminski, Assistant Superintendent of the Water Pollution Control Facility, has recently attained a Class IV Wastewater Treatment Plant Operator's License from the Connecticut Department of Energy and Environment Protection (DEEP). In order to obtain this license, Mr. Kaminski was required to fulfill extensive educational requirements and take an exam that typically only 10% of examinees pass. Due to his hard work and effort, Mr. Kaminski passed this exam on his first attempt. I would like to congratulate Mr. Kaminiski on this accomplishment.

MOTION: Agenda Item L-1

That _____ be appointed to the Plainville Area Cable TV Advisory Council to fill the balance of a two-year term beginning immediately and ending June 30, 2016. (Erickson) (R)

MOTION: Agenda Item L-2

That _____be appointed to the Plainville Area Cable TV Advisory Council to fill the balance of a two-year term beginning immediately and ending June 30, 2016. (Landry)(R)

MOTION: Agenda Item L-3

That _____be appointed to the North Central Regional Mental Health Board, Inc. to fill the balance of a two-year term beginning immediately and ending September 30, 2015.(Wienke)(R)

MOTION: Agenda Item L-4

That _____be appointed to the North Central Regional Mental Health Board, Inc. to fill the balance of a two-year term beginning immediately and ending September 30, 2015.(Parady)

MOTION: Agenda Item L-5

That _____be appointed to the Farmington Valley Health District for the balance of a three-year term beginning immediately and ending December 31, 2016. (Jones)(D)

MOTION: Agenda Item L-6

That _____be appointed as a **BOE Representative** to the Joint Green Efforts Committee beginning immediately for an indefinite term.

MOTION: Agenda Item L-7

That _____be appointed to the Housing Authority to fill the balance of a five-year term beginning immediately and ending September 2015. (Cowdry)(R)

MOTION: Agenda Item L-8

That _____be appointed to the Building Code Board of Appeals to fill the balance of a five-year term beginning immediately and ending September 2019. (Schadler)(R)

MOTION: Agenda Item L-9

That _____be appointed to the Water Pollution Control Authority to fill the balance of a five-year term beginning immediately and ending September 30, 2019.(McGrane)(U)

MOTION: Agenda Item L-10

That _____be appointed to the Unionville Historic District and Properties Commission as an **Alternate** to fill the balance of a five-year term beginning immediately and ending September 30, 2019. (Hoffman)(R)

MOTION: Agenda Item L-11

That _____be appointed as an ex-officio Commissioner to the Metropolitan District Commission to fill the balance of a six year term beginning immediately and ending January 1, 2021.

MOTION: Agenda Item L-12

That _____ be appointed as a Justice of the Peace beginning immediately and ending January 2, 2017 (Quigley).

MOTION: Agenda Item L-13

That _____ be appointed to the Tourism Central Regional District to fill the balance of a three year term beginning immediately and ending June 30, 2017 (Bremkamp).

MOTION: Agenda Item L-14

That _____ be appointed to the Joint Green Efforts Committee beginning immediately for an indefinite term (Grouten) (R).

MOTION: Agenda Item M-1

To consider and take action on the following 2015 Blighted Building List.

23 Lakeview Drive
63 Main Street (Unionville)
700/702 New Britain Avenue
184 Talcott Notch Road
15 Walnut Street

NOTE: Under the provisions of The Code of the Town of Farmington, Chapter 88 "Buildings, Blighted," the Town Council has 75 days from the date of submission to approve, disapprove, or modify the list.

23 Lakeview Drive

- Property continues to meet Blighted Building Ordinance requirements.
- Town has ceased fining the owner during the legal process.
- Recommend the property remain on the Blighted Building List.

63 Main Street (Unionville)

- Property meets Blighted Building Ordinance requirements.
- Town has been fining the owner $100/day since September 2, 2014.
- Recommend the property remain on the Blighted Building List.

700/702 New Britain Avenue

- Property meets Blighted Building Ordinance requirements.
- Town has been fining the owner $100/day since April 7, 2014.
- Recommend the property remain on the Blighted Building List.

184 Talcott Notch Road

- Property meets Blighted Building Ordinance requirements.
- Property was recently sold. Working with new owner to develop a construction schedule.
- Anticipated construction spring/summer 2015.
- Recommend the property remain on the Blighted Building List.

15 Walnut Street (Unionville)

- Property meets Blighted Building Ordinance requirements.
- Property is currently with Probate. Owner has been attempting to sell the property.
- Recommend the property be added to the Blighted Building List.

MOTION: Agenda Item N-1

To amend the Farmington Town Code Chapter 111 "Historic Areas" as attached.

NOTE: The Unionville Historic District & Properties Commission has recommended amending Chapter 111 "Historic Areas." Currently the Unionville Historic District includes seven (7) historic districts and six (6) historic properties. The only changes that were made to the Ordinance were approved in the report.

The Commission amended Chapter 111 to include language designating an eighth historic district to be called the Farmington River Historic District. Include 1755 Farmington Avenue and Yodkins-Morin Park.

The Commission also amended Chapter 111 to designate two (2) historic properties: 169 Lovely Street and 10 Walnut Street.

The changes in the ordinance are represented by red text.

Attachment

Chapter 111

HISTORIC AREAS

Article III

Unionville Historic Districts and Historic Properties

111-20. Establishment.

To promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places associated with the history of or indicative of a period of style of architecture of the Unionville section of the town of Farmington, State of Connecticut and the United States of America and through the development of appropriate settings for such buildings and places, there is hereby established a set of historic districts in Unionville as well as a number of historic properties both of which are more particularly bounded and described as follows:

The Cottage Street Historic District runs along Cottage Street, encompassing contiguous buildings numbered 42, 43, 45, and 48. At the north end of the street, the district encompasses Lion's Park (lot #8A) and north and south of that, Suburban Park (lot#45), the canal bed (lot#62) and Brook's Common (lot #6C). From the western boundaries of Lions Park and Suburban Park, the district runs further west to encompass Hillside Cemetery (lot #99), Tunxis Hose Firehouse (lot #3), and the lot at the corner of Farmington Avenue and Lovely Street (lot #2). The district ends at Route 177 (Lovely Street).

The Avenue Historic District encompasses the northern properly line of 1774 Farmington Avenue, the western property lines of 1774 and 1773 Farmington Avenue, along the northern bank of the Farmington River and the eastern property lines of 1773 and 1774 Farmington Avenue.

The Merriman Street Historic District runs along Merriman Street, the eastern property line of 38 Merriman Street, the southern property lines of 38 and 30 Merriman Street and the western property line of 30 Merriman Street.

The Lovely-Main Historic District runs along Lovely Street, the northern property line of 99 Lovely Street, the western property line of 120 Main Street, along Main Street, the eastern property line of 120 Main Street and the southerly property line of 99 Lovely Street.

The Main Street West Historic District runs along Main Street, the western property line of 206 Main Street, the northern property lines of 206 and 198 Main Street and then along Bidwell Square.

The Clover Pinney Park Historic District runs along Elm Street, the northern property line of 20-22 Maple Avenue, the eastern property line of 20-22 Maple Avenue, the eastern and southern property lines of Clover Pinney Park, the southern property line of 28 Elm Street, and the western property line of 28 Elm Street.

The School Street Historic District runs along the eastern, northern and western property lines of 10 School Street, the westerly property line of 23 School Street, the southerly property line of 23, and 15 School Street, and the easterly property line of 15 School Street.

The Farmington River Historic District runs along the northern property line of 1755 Farmington Avenue and Yodkins-Morin Park, the eastern property line of Yodkins-Morin Park, the southern property line of Yodkins-Morin Park and 1755 Farmington Avenue, bordering the Farmington River, and the western property line of 1755 Farmington Avenue.

1685 Farmington Avenue

1781 Farmington Avenue

54-56 Maple Avenue

11 Progress Avenue

71 Lovely Street

60 Main Street

169 Lovely Street

10 Walnut Street

111-31. Boundaries. The boundaries of the Unionville Historic Districts and historic properties shall be shown on a map captioned "Proposed Unionville Historic Districts and Historic Properties, Farmington, Connecticut" dated 2-10-15.

MOTION: Agenda Item N-2

To recommend the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan, and a land swap between the Town of Farmington and the Walnut Farms Village Association to the TPZ for a report under Section 8-24 of the Connecticut state statutes.

NOTE:

- Acquisition Type: Open Space
- Property Size: 3.57
- Resource Values: Linkage with existing open space
- Appraised Value: $345,000
- Proposed Purchase Price: $275,000

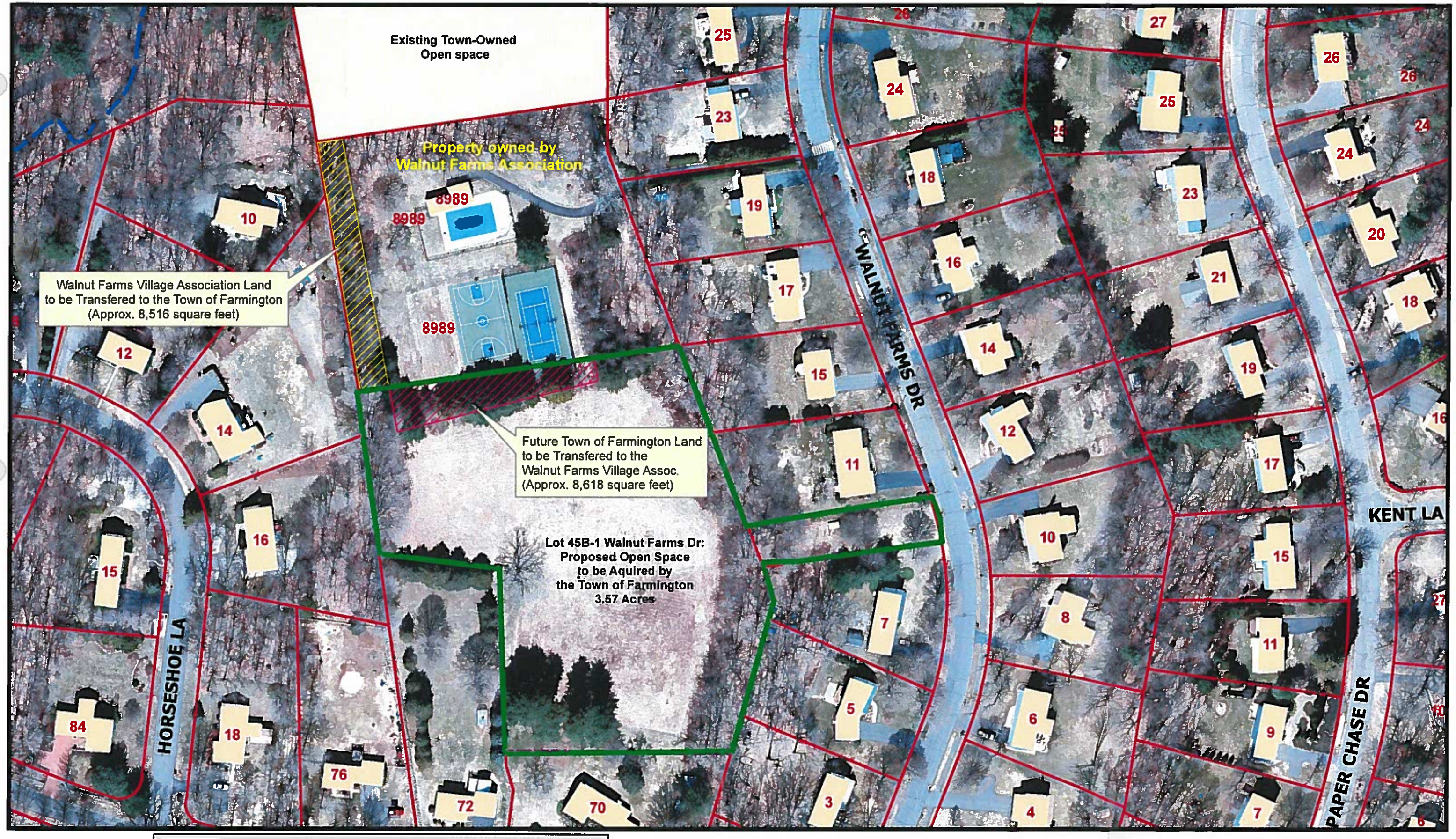
The proposed acquisition is for a 3.57 acre property bounded to the south by 70 Coppermine Road (which was originally part of this property) and to the north by the Walnut Farms Village Association Recreation Area. The property also includes a 50 foot accessway from Walnut Farms Drive. The property is comprised primarily of open meadow with a stone wall and treed boundary.

The property includes an approximately 8,618 square foot encroachment by the Walnut Farms Village Association Recreation Area, including a portion of the tennis courts, associated fencing and a tree line planted by the Association. The acquisition of Lot 45B-1 Walnut Farms Drive is contingent upon transferring this encroachment area to the association. In exchange the Town will receive a 30 foot wide parcel along the western boundary of the Association's land (approximately 8,513 square feet). (See attached map) This exchange will allow access to Town owned open space to the north and West District School.

Acquisition Timeline:

	Action	**Date**
1	Set Public Hearing with Town Council	2/2/2015
2	Public Hearing with Town Council	2/10/2015
3	Town Council Referral to TPZ for 8-24	2/10/2015
4	Town Council Recommendation to Purchase	2/10/2015

Attachment



N
W E
S

1 inch = 100 feet

- Proposed Open Space - Lot 45B-1 Walnut Farms Dr.
- Proposed Land Transfer to Walnut Farms Village Assoc
- Proposed Land Transfer to Town of Farmington
- Existing Town-Owned Open Space

Town of Farmington
Dept of Public Works & Comm. Services
Planning Division
(Map prepared by L. Dolphin)
1/26/2015

Map of Land Associated with the Acquisition of Lot 45B-1 Walnut Farms Drive

MOTION: Agenda Item N-3

To approve the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan (approximately 3.57 acres) for a purchase price of $275,000 subject to receipt of an acceptable environmental screening report; and subject to due diligence, including but not limited to tile search, survey and positive 8-24 report from the TPZ; and subject to execution of exchange agreement with the Walnut Farms Village Association; and to authorize the Town Manager to sign a purchase agreement for this acquisition.

NOTE:

- Acquisition Type: Open Space
- Property Size: 3.57
- Resource Values: Linkage with existing open space
- Appraised Value: $345,000
- Proposed Purchase Price: $275,000

The proposed acquisition is for a 3.57 acre property bounded to the south by 70 Coppermine Road (which was originally part of this property) and to the north by the Walnut Farms Village Association Recreation Area. The property also includes a 50 foot accessway from Walnut Farms Drive. The property is comprised primarily of open meadow with a stone wall and treed boundary.

The property includes an approximately 8,618 square foot encroachment by the Walnut Farms Village Association Recreation Area, including a portion of the tennis courts, associated fencing and a tree line planted by the Association. The acquisition of Lot 45B-1 Walnut Farms Drive is contingent upon transferring this encroachment area to the association. In exchange the Town will receive a 30 foot wide parcel along the western boundary of the Association's land (approximately 8,513 square feet). (See attached map) This exchange will allow access to Town owned open space to the north and West District School.

Acquisition Timeline:

	Action	**Date**
1	Set Public Hearing with Town Council	2/2/2015
2	Public Hearing with Town Council	2/10/2015
3	Town Council Referral to TPZ for 8-24	2/10/2015
4	Town Council Recommendation to Purchase	2/10/2015

MOTION: Agenda Item N-4

To approve a land swap between the Town of Farmington and the Walnut Farms Village Association subject to receipt of an acceptable environmental screening report; and subject to due diligence, including but not limited to Title Search and Survey; and subject to acquisition of 8993 (Lot 45B-1) Walnut Farms Drive; and to authorize the Town Manager to sign an exchange agreement for this land swap.

NOTE: The Land Swap is for the transfer of approximately 8,618 square feet of land, shown in red on the map included with this package, to the Walnut Farms Village Association following the Town's acquisition of 8993 (Lot 45B-1) Walnut Farms Drive. In exchange, the Town will receive approximately 8,516 square feet of land owned by the Walnut Farms Village Association and shown in yellow on the map. The red area includes a portion of the tennis courts, associated fencing and a tree line planted by the Association that encroaches onto 8993 (Lot 45B-1) Walnut Farms Drive, while the yellow area will allow access to Town owned open space and West District School to the north from 8993 (Lot 45B-1) Walnut Farms Drive.

Acquisition Timeline:

	Action	**Date**
1	Set Public Hearing with Town Council	2/2/2015
2	Public Hearing with Town Council	2/10/2015
3	Town Council Referral to TPZ for 8-24	2/10/2015
4	Town Council Recommendation to Purchase	2/10/2015

MOTION: Agenda Item N-5

To authorize the Town Manager, Kathleen A. Eagen, to execute on behalf of the Town of Farmington, a grant agreement and Conservation and Public Recreation Easement and Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance to acquire permanent interest in land known as Lot 8 Collinsville Road, Farmington OSWA 457, and to manage said land as open space land pursuant to Section 7-131d of the Connecticut General Statutes.

NOTE: The Town of Farmington acquired the 10.75 acre Lot 8 Collinsville Road on April 15, 2014 for a total of $161,250 from the YMCA of Greater Hartford. The Town applied for an Open Space and Watershed Land Acquisition Grant through the State DEEP and was awarded a grant for this property in the amount of $69,875. The signing of the grant agreement and conservation easement is the last step in the grant acceptance process prior to the Town receiving the grant funds from the State.

MOTION: Agenda Item N-6

To Authorize the Town Manager to sign an Interlocal Agreement with the Town of Avon for the construction, maintenance and operation of a live fire training facility at which firefighters from the Towns of Farmington and Avon may engage in and receive training.

NOTE: The Live Fire Training Facility will be built next to the Farmington Police Range on Round Hill Road. This agreement covers the construction, operation and ownership of the Facility.
Upon completion of the Facility, the respective ownership of the Participating Municipalities shall be based upon the total contribution of each but shall not be less than: Farmington 51% and Avon 49%. The real property on which the Facility is constructed shall remain the property of Farmington. For purposes of facility ownership and use, the value of the property shall not be counted. The real property shall at all times remain the sole property of the Town of Farmington.
Fire Fighters from the Town of Farmington and Avon are very actively fundraising for this project with a goal of breaking ground for the facility this spring.

The Town Attorney in both Farmington and Avon have reviewed the agreement.

Attachment

INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A FIRE TRAINING FACILITY

WHEREAS, General Statutes § 7-148cc and §§ 7-339a through 7-339l establish a process whereby two or more municipalities may jointly perform any function that each municipality may perform separately; and

WHEREAS, Connecticut law requires that any such agreement be ratified, following the opportunity for public comment, by the legislative body of each municipality; and

WHEREAS, Connecticut law further requires that such agreement establish a process for amendment, termination and withdrawal; and

WHEREAS, the Town of Farmington ("Farmington") and the Town of Avon ("Avon") (collectively the "Participating Municipalities" or individually a "Participating Municipality") desire to enter into an interlocal agreement (the "Agreement") for the construction and operation of a fire training facility (the "Facility"), at which firefighters from the Participating Municipalities may engage in and receive training, including live fire training; and,

Whereas, the Town of Farmington will own the land upon which the Facility is located, and will be the majority owner of the Facility; and,

Whereas, use of the Facility shall be based upon the final contribution of each participating municipality towards its completion by way of actual municipal contributions, credited donations and in-kind services.

NOW THEREFORE, to accomplish their shared goal of constructing, maintaining and operating the Facility, Farmington and Avon hereby adopt this Agreement in accordance with the following terms:

1. <u>Costs of Design and Construction.</u> The Participating Municipalities shall collaborate to fund and oversee the construction of the Facility, which shall be located at 39 Round Hill Road in Farmington. Both Avon's and Farmington's obligations pursuant to this Paragraph shall be conditioned upon the receipt of all necessary approvals and fund appropriations required by law. The respective contribution for costs of design and construction provided for in this Paragraph shall include: municipal contributions, credited donations and the value of in-kind services provided by Town staff of Avon or Farmington in the construction of the Facility.

Municipal contributions are appropriations of funds made by the Towns for the project. Credited donations are those amounts raised by each Town through private sources. In kind services are those services provided by employees of the Towns. Said value shall be determined by agreement of the Town Managers of the Participating Municipalities.

2. Selection of Vendors and Contractors. The solicitation of qualifications, bids and/or proposals and the selection of any vendor(s) or contractor(s) hired to design and/or construct the Facility shall be conducted and overseen by Farmington with input and consent from Avon. The Town Manager of Avon or his designee shall provide such input and consent. The provisions of this Paragraph shall also apply to maintenance and repairs pursuant to Paragraph 9.

3. Facility Ownership. Upon completion of the Facility, the respective ownership of the Participating Municipalities shall be based upon the total contribution of each but shall not be less than: Farmington 51% and Avon 49%. The real property on which the Facility is constructed shall remain the property of Farmington. For purposes of facility ownership and use, the value of the property shall not be counted. The real property shall at all times remain the sole property of the Town of Farmington.

4. Insurance.

a. During Construction. As the Facility shall be located in Farmington, during the construction of the Facility, Farmington shall include the Facility on the schedule of property of any appropriate and applicable insurance policies, including property, general liability, auto, workers compensation, and excess liability insurance. During construction, Farmington shall also procure builder's risk insurance for the Facility. Avon shall reimburse Farmington for one half of the applicable premium for said insurance. In addition, Avon shall also be responsible for paying one half of any insurance deductible incurred by Farmington associated with claims arising from the construction of the Facility. Avon shall be named as an "additional insured" on all such insurance policies.

b. Following Construction. Following construction of the Facility, both Farmington and Avon shall include the Facility on the schedule of property of their respective appropriate and applicable insurance policies, including property, general liability, auto, workers' compensation, and excess liability insurance. Each Participating Municipality shall name the other Participating Municipality as an "additional insured" on all such insurance policies. By and through the above policies, each Participating Municipality shall insure against its respective use of the Facility and its actions with regard to the Facility.

c. Claims Not Arising from Use. As the Facility shall be located in Farmington, claims that do not arise from the use of the Facility by either Participating Municipality or the actions of either Participating Municipality, such as damage resulting from an Act of God, shall be covered by the insurance policies procured by Farmington pursuant to Paragraph 4, Subsection 4.b. Provided, however, that Avon shall be responsible for paying an equal portion of any insurance deductible incurred by Farmington associated with claims under this Paragraph 4, Subsection 4.c.

d. Policy Amounts. Each Participating Municipality's insurance obligations pursuant to this Paragraph shall be subject to the following policy coverage amounts:

General Liability:	$1,000,000.00 per occurrence
	$2,000,000.00 aggregate
Excess Liability:	$5,000,000.00
Motor Vehicle Liability:	$1,000,000.00
Worker's Compensation:	As Required By Law

5. Responsibility for Use. It shall be the responsibility of the Participating Municipalities to train their respective personnel in the proper use of the Facility, and each Participating Municipality shall be responsible for such use. Subject to the limitations set forth elsewhere in this Agreement, including the insurance provisions set forth in Paragraph 4 and the defense and indemnification provisions of Paragraphs 6 and 7, each Participating Municipality agrees to be responsible for the Facility while the Facility is subject to that Participating Municipality's care, custody and control. Such responsibility shall include the assumption of any and all liability arising from the Participating Municipality's use of the Facility while in its care, custody and control. When the Participating Municipalities are using the Facility jointly, each shall be responsible for and shall assume any and all liability arising from their respective use of the Facility. Each Participating Municipality shall be responsible for addressing personnel performance issues or misconduct should the Facility be misused or damaged as a result of its respective use of the Facility.

6. Obligation of Avon to Indemnify, Defend and Hold Harmless. Notwithstanding the insurance provisions provided for in Paragraph 4, Avon shall defend, indemnify and hold harmless Farmington from all third party death, injury or property damage claims, including but not limited to claims by Avon's personnel, arising from and identifiable to, the negligent or intentional acts of Avon or its personnel. This obligation to indemnify and hold harmless shall include the defense of any such

claim(s), including reasonable attorney's fees. In instances where the identity of the degree of responsibility cannot be apportioned by agreement, Avon's liability shall be determined by the court having jurisdiction over such dispute.

7. Obligation of Farmington to Indemnify, Defend and Hold Harmless. Notwithstanding the insurance provisions provided for in Paragraph 4, Farmington shall defend, indemnify and hold harmless Avon from all third party death, injury or property damage claims, including but not limited to claims by Farmington's personnel, arising from and identifiable to, the negligent or intentional acts of Farmington or its personnel. This obligation to indemnify and hold harmless shall include the defense of any such claim(s), including reasonable attorney's fees. In instances where the identity of the degree of responsibility cannot be apportioned by agreement, Farmington's liability shall be determined by the court having jurisdiction over such dispute.

8. Governing Board. The day-to-day operations of the Facility, including routine maintenance, repairs and additional operating costs attributable to the Facility, as well as scheduling for the use of the Facility, shall be overseen by an advisory board (the "Governing Board') established pursuant to General Statutes § 7-339d. The Governing Board shall consist of one designee appointed by and serving at the pleasure of the Town Manager of each Participating Municipality.

9. Maintenance, Repairs, and Costs. Avon and Farmington shall share equal responsibility for maintenance, repairs and additional operating costs associated with the Facility. Pursuant to this shared responsibility, each Participating Municipality shall assign personnel, at its own cost, to perform maintenance and upkeep of the Facility. Farmington shall bill Avon annually for its share of routine operating and maintenance costs incurred in each calendar year.

Repair costs beyond routine operating and maintenance costs shall be agreed upon in advance. If Farmington and Avon cannot reach a consensus concerning whether or not to incur a particular cost (e.g., whether the cost of a major repair is warranted), the Participating Municipalities shall submit such dispute to mediation and, if necessary, arbitration, pursuant to Paragraph 13.

10. Use of the Facility. Each Participating Municipality shall be entitled to use the Facility based upon their respective total contribution. So long as Avon's Facility Ownership as defined in paragraph 1 equals or exceeds 45%, the participating municipalities shall share use of the facility equally. All scheduling of use shall comply with the approval contingencies of the Farmington Plan and Zoning Commission and shall provide for a pro rata use of the Facility's limited number of live fire training sessions. Training materials, notably hay and pallets, to be used at the Facility by a Participating Municipality shall be provided by that Participating Municipality.

11. Amendment. This Agreement may be amended by mutual agreement of the Participating Municipalities by and through the legislative bodies of Farmington and Avon.

12. Termination and Withdrawal. This Agreement shall remain in effect until the occurrence of one of the following events:

a. Termination or Withdrawal by Agreement. The Participating Municipalities may terminate this Agreement pursuant to mutually-agreed-upon terms and conditions. Such termination, including the relevant terms and conditions, shall be ratified by the legislative bodies of Farmington and Avon.

b. Termination or Withdrawal Absent Agreement. Should the Participating Municipalities not be able to reach agreement upon the terms and conditions of the termination of this Agreement or the withdrawal of Farmington or Avon from this Agreement, the Participating Municipalities shall submit the dispute to mediation and, if necessary, arbitration pursuant to Paragraph 13.

13. Disputes. Disputes related to this Agreement shall in the first instance be resolved by and through the Town Managers of the Participating Municipalities. If the Town Managers cannot resolve any dispute following good faith discussion, such dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with its rules and procedures. The costs of mediation and/or arbitration shall be borne equally by the Participating Municipalities.

14. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

15. Purpose of Agreement. The construction and use of the Facility shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by each Participating Municipality within its boundaries shall extend, to the maximum extent permitted by law, to activities outside its boundaries pursuant to this Agreement.

16. Use of the Facilities by Others. Should the Participating Municipalities agree to permit any third party, such as other municipality(ies) and/or fire department(s), to use the Facility, any such use shall be subject to a separate, written agreement that is approved by both Farmington and Avon.

WHEREFORE, each Participating Municipality has duly approved and caused to be executed this Asset Sharing Agreement on the dates set forth below, to be effective for the year commencing on _____, 2015.

IN WITNESS WHEREOF, the Towns, by its duly authorized representatives, have hereunto subscribed their names this ___ day of January, 2015.

Signed in the presence of:

_____

_____ By_____

Signed in the presence of:

_____

_____ By:_____

STATE OF CONNECTICUT)
) ss. _____
COUNTY OF)

On this the _____ day of _____, 2015, _____, personally appeared before me, and acknowledged himself to be _____ for the _____, which Town is a municipal corporation, and that s/he, as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by him/herself as _____.

In witness whereof, I have hereunto set my hand and official seal.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss. _____
COUNTY OF)

On this the _____ day of _____, 2015, _____, personally appeared before me, and acknowledged himself to be _____ for the _____, which Town is a municipal corporation, and that s/he, as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by him/herself as _____.

In witness whereof, I have hereunto set my hand and official seal.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

3623579.3

MOTION: Agenda Item N-7

To set a public hearing on March 10, 2015 at 7:00 p.m. in the Town Hall Council Chambers on the Town Manager's 2015-2016 Recommended Budget.

NOTE: This is the Town Manager's Public Hearing on the FY 2015-2016 Operating Budget.

Budget Workshop Sessions

Wednesday, March 11	4:00 - 9:00 p.m.
Thursday, March 12	4:00 – 9:00 p.m.
Saturday, March 14	9:00 a.m. – 12 noon
Monday, March 16	4:00 – 9:00 p.m. (if needed)
Tuesday, March 17	4:00 – 9:00 p.m. (if needed)

MOTION: Agenda Item N-8

To approve the following Property Tax Refunds as listed.

NAME	REASON	AMOUNT
1)Paula Berlandy	Excess payment	$49.08
2)Daimler Trust	Excess payment	$691.23
3)J or A Dumais	Excess payment	$97.98
4)Vanessa Edgar	Excess payment	$5,015.46
5)B & J Fichman	Excess payment	$2,002.49
6)R & M Gleason	Excess payment	$1,994.31
7)R or Y Guo	Excess payment	$321.04
8)Hyundai Lease Titling Tr	Excess payment	$232.63
9)JME Graphics Inc	Excess payment	$93.61
10)Stacey Miranti	Excess payment	$449.93
11)Motorlease Corp	Excess payment	$218.68
12)David Olson	Excess payment	$95.32
13)Philip Prespare	Excess payment	$391.75
14)Joan Sobuta	Excess payment	$10.80
15)Justin Teraila	Excess payment	$50.77
16)USB Leasing	Excess payment	$278.99
	Total:	**$11,994.07**

MOTION: Agenda Item O-1

Executive Session—To discuss matters concerning the sale or acquisition of real property.

To adjourn the meeting to executive session as permitted by Connecticut General Statutes Section 1-225 (a) for the following purposes as allowed by Section 1-200(6), that is

> Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned;
>
> That attendance in the Executive Session shall be limited to:
>
> Members of the Town Council
> Town Manager

NOTE: Approval of this motion shall be by 2/3 vote.

MOTION: Agenda Item O-2

Executive Session—To discuss matters concerning pending litigation.

To adjourn the meeting to executive session as permitted by Connecticut General Statutes Section 1-225 (a) for the following purposes as allowed by Section 1-200(6)(B), that is

> Strategy and negotiations with respect to pending claims or pending litigation to which the public agency or a member thereof, because of his conduct as a member of such agency, is a party until such litigation or claim has been finally adjudicated or otherwise settled;
>
> That attendance in the Executive Session shall be limited to:
> Members of the Town Council
> Town Manager

NOTE: Approval of this motion shall be by a 2/3 vote.