

**Board of Selectmen  
Regular Meeting  
Wednesday January 13, 2016  
5:00PM  
Court Room**

**1. Call to order**

Meeting brought to order by Catherine A. Osten, First Selectman at 5:00PM. Present were Selectmen Denise Dembinski and Cheryl Blanchard.

**2. Pledge of Allegiance**

Led by D. Dembinski

**3. Review and act on minutes of December 9, 2015**

Motion made by D. Dembinski, seconded by C. Blanchard to approve the minutes of 12/9/2015, unanimously voted.

**4. Act on request for tax refund of overpayment of taxes**

None

**5. Discuss and possibly act on the Inter-Municipal Agreement and Resolution**

Motion made by D. Dembinski, seconded by C. Blanchard to accept the Inter-Municipal Agreement and Resolution.

Discussion: purchase equipment with 80% reimbursement from the State of Connecticut for Sprague, Franklin and Bozrah; equipment will be housed in Sprague, unanimously voted.

**INTERLOCAL AGREEMENT  
Between  
TOWN OF SPRAGUE, TOWN OF BOZRAH,  
and TOWN OF FRANKLIN Equipment Purchase and Share**

**Agreement, by and between** Town of Sprague, Town of Bozrah, Town of Franklin, each of which is a Connecticut municipality (collectively the "Towns").

Witnesseth that:

**WHEREAS** The Towns have an interest in combining and pooling their resources to acquire, maintain, operate and share in the use of certain equipment, a list of which is attached hereto as Exhibit A (the "equipment"); and

**WHEREAS**, the Towns desire to apply for grant funds to pay, in whole or in part, for said equipment;

**WHEREAS**, General Statutes 7-148cc authorizes Interlocal Agreements for the general purpose of combining municipal resources to perform municipal functions;

**WHEREAS**, Towns wish to participate in an Interlocal Agreement authorized by General Statutes §§7-148cc and 7-339a; and

**WHEREAS**, such an Interlocal Agreement would provide benefits to Towns and their residents.

**NOW THEREFORE**, the Towns adopt an Interlocal Agreement according to the following terms:

1. The Towns agree to follow the procedure for adoption of this Interlocal Agreement set forth in General Statutes §7-339c.

2. The Towns agree for themselves, with each other, to use their best collective efforts to acquire grant funds to purchase the equipment, under the Intertown Capital Equipment Purchasing Incentive Program, and to share equally in all terms and conditions, including auditing and financial obligations, of the grant or grants. At the present time the estimated cost of the equipment, which is the basis of the grant, is \$529,412.00.

3. This Interlocal Agreement shall remain in effect for ten years ( 10 ) years, with the first year beginning on (the date of equipment delivery), and the last year expiring on (10 years from said date). The Interlocal Agreement shall automatically renew for successive terms of five years ( 5 ) additional assessment years unless either of Sprague, Town of Bozrah, Town of Franklin provides a written notice to the other of its election not to renew. Such notice must be provided at least thirty (30) days prior to the scheduled expiration of the original or any renewal term of the Interlocal Agreement. In no event shall the Agreement extend beyond 40 years from the execution date of this Interlocal Agreement.

4. The Towns shall share equally in all common expenses associated with the equipment, including but not limited to storage fees (if any), insurance, and registration fees. Each Town using the equipment shall be responsible for the operating expenses of the equipment, including but not limited to, gasoline and oil. If one Town assumes responsibility to pay for the operating expenses, the other Towns shall reimburse their portion within 15 days of request from the paying Town. Should payment not be made within the said 15 days, the amount shall carry interest at the rate of 18% per annum until paid.

5. The cost for ordinary maintenance and repair of the equipment shall be borne by each Town in an amount that is proportional to each Town's use of the equipment. Damages caused to the equipment as a result of any act or omission by a particular Town shall be the full responsibility of that Town and paid for in full by that Town.

6. The Towns find that no Interlocal advisory board as permitted by General Statutes §7-339f(5) is required to accomplish the purposes of this Interlocal Agreement;

7. Disputes arising from the operation or interpretation of this Interlocal Agreement that cannot be resolved among the Towns shall be submitted first to mediation and, failing resolution at mediation, by arbitration to the American Arbitration Association (AAA) according to its rules and procedures.

8. Each Town agrees with the others to defend, indemnify and hold the others harmless from any and all damages, injuries, claims, causes of action, fines, penalties, by third parties or employees, that arise during, or occur as a result of, such Town's use of the equipment. Each Town agrees to carry general liability and workers compensation insurance coverage in the usual and customary coverage amounts to cover any claims for personal injuries or property damage.

9. The Interlocal Agreement shall be governed by the laws of the State of Connecticut. Any change to the Interlocal Agreement shall be in writing in a document duly executed by all Towns. The parties may separately execute counterpart originals of this Interlocal Agreement (and any amendments thereto,) which together shall be deemed to constitute one and the same agreement.

10. This Agreement shall be null and void in the event the said grant funding is denied.

11. The Towns shall adopt a sign out procedure and trip log which will detail any and all conditions of the equipment. These sheets will be presented to the respective Boards of Selectmen of each participating Town at a minimum on a quarterly basis

12. The Towns at the end of the useful life of the equipment agree to offer said equipment for sale and equally split the proceeds. Each participating Town will have first option to purchase said equipment, should 2 or more Towns wish to purchase the equipment then it will remain as shared equipment under these same rules.

**WHEREFORE**, The Town of Sprague, Town of Bozrah, Town of Franklin and have duly executed this Interlocal Agreement on the dates set forth below to be effective for the year commencing on January 13, 2016.

**6. Review Capital Plans for 2016/2017**

Board thoroughly reviewed the Capital Plans for 2016/2017.

Motion made by D. Dembinski, seconded by C. Blanchard to present the contents and information for the 2016/2017 Capital Plans for 2016/2017 to the Board of Finance, unanimously voted.

**7. Discuss and possibly act on changing Capital Plans for the 15/16 FY in regards to the School Projects.**

Motion made by C. Blanchard, seconded by D. Dembinski to approve the change in the 2015/2016 Capital Plan. School will fix an area of the roof that is leaking which is a change from last year's proposal; per bonding rules require that the BOE and BOF follow the process to approve the change, unanimously.

**8. Review Baltic Village Plan**

Tabled

**9. Review RFP Small Cities – Professional and Technical Services and accept a candidate**

Board reviewed the one candidate, L. Wagner & Associates, who submitted the RFP for Small Cities – Professional and Technical Services. Letter of acceptance will go out to L. Wagner & Associates.

**10. Discuss and possibly act on uses of the Sprague Land Preserve as recommended by the Conservation Commission**  
Motion made by D. Dembinski, seconded by C. Blanchard to accept the Permitted and Prohibited uses of the Sprague Land Preserve as recommended by the Conservation Commission, unanimously voted.

**11. Discuss and possibly act on the Sprague Land Preserve application and use requirements for organizational events**  
Motion made by D. Dembinski, seconded by C. Blanchard to accept the Sprague Land Preserve application and use requirement for organizational events. Discussion: at the time of application, the individual will also be handed the permitted and prohibited uses as well; money that is raised will go into the open space account, unanimously voted.

**12. Selectman's report**

Public Works vehicles – up to date on maintenance  
Mowing – Baltic Mill area- when complete, switch to brush mower  
Catch basins report reviewed  
Rental Property report distributed to Board members  
C. Osten – possible discussion on Town Hall hours for next month's agenda

**13. Public comment**

**None**

**14. Adjournment**

Motion made by D. Dembinski, seconded by C. Blanchard to adjourn meeting at 7:00PM, unanimously voted.

Respectfully submitted by,

Catherine A. Osten  
First Selectman

Minutes are subject to February 10<sup>th</sup> meeting