

MINUTES
TOWN MEETING
MAY 11, 2012

PLEDGE OF ALLEGIANCE
WARNING READ BY TOWN CLERK
PAUL MUCCI ELECTED MODERATOR

ITEM NO. 1: This item was for discussion only and will be voted on at a referendum to be held on May 19, 2012. The budget was explained by First Selectman Cope and discussion followed.

ITEM NO. 2: This item was for discussion only and will be voted on at a referendum to be held on May 19, 2012. The Board of Education budget was explained by Board Chairman Robert Gamber and Superintendent Don Fital and discussion followed.

ITEM NO. 3: RESOLVED to approve a lease agreement between the Town of Sherman and the Sherman Players. Motion was made and properly seconded. After discussion the motion CARRIED by a show of cards. The approved lease is as follows:

LEASE

THIS LEASE is entered into as of the 1st day of January, 2012, by and between the TOWN OF SHERMAN, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at Mallory Town Hall, P. O. Box 39, Sherman, Connecticut 06784-0039, hereinafter designated as "Lessor" and THE SHERMAN PLAYERS INCORPORATED, a Connecticut corporation having a office and place of business at 5 Route 39 North, P.O. Box 471, Sherman, CT 06784, hereinafter designated as "Lessee".

WITNESSETH

1. Rental and Term: That for and in consideration of the rental, covenants, and conditions hereinafter stipulated to be paid and performed by the Lessee, the Lessor does hereby lease to the Lessee and the Lessee does hereby accept and lease from the Lessor the following premises:
The building commonly known as "The Sherman Playhouse" located at the intersection of Connecticut Route #37 and Connecticut Route #39 on that portion of "Sherman Green" owned by the Town of Sherman.

The term of this lease shall be for a period of five (5) years commencing on January 1, 2012, and ending December 31, 2017. Notwithstanding the foregoing, the Lessee and the Lessor shall each have the right to terminate this lease during the aforesaid term at any time upon ninety (90) days prior written notice to the other.

2. Use: The Lessee shall use the leased premises solely as follows: for the production of plays, dramas, concerts, lectures and other forms of entertainment, together with related activities appurtenant thereto, including rehearsals, business office use and meetings of Lessee.

Notwithstanding the foregoing, the Lessor may permit other organizations to use the demised premises for special events on a temporary basis when the demised premises not in use by Lessee for production events, subject however, to such reasonable rules and regulations as may be agreed upon by Lessor and Lessee, and provided that such use does not materially conflict with Lessee's use.

3. Parking: Lessee, for itself and for its guests and invitees, shall have the right to park vehicles in designated parking spaces within the Sherman Green complex on a limited and shared basis, subject to such rules, regulations and traffic control requirements as may be prescribed by Lessor from time to time. Such rules, regulations and traffic control requirements may require Lessee to provide signage, traffic control officers and off-site valet parking when the demised premises are in use. Lessee shall strictly comply with all such rules, regulations and traffic control requirements governing parking and traffic of the date of this lease, the Lessor has promulgated an "Overflow Parking Plan for Sherman Green Complex", a copy of which is attached hereto. Lessor reserves the right to modify or amend its parking rules, regulations and traffic control requirements at any time.

4. Rent: Lessee shall pay rent in the amount of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) per annum in advance on or before the first day of January of each year of the lease term. All rental payments shall be paid to the Lessor through the Office of the First Selectman.

5. ~~Security Deposit~~ ^{LESSOR'S} ~~Security Deposit~~ ^{FASE} with the ⁴ Lessor the additional sum of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) as security for the faithful performance of its covenants and agreements herein set forth. The Lessor shall not be required to pay the Lessee interest on such security deposit. Lessor shall have thirty (30) days from the expiration of this lease to return said security less any deduction for (1) damages in excess of ordinary wear and tear, (2) any damages

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sustained by Lessor for breach by the Lessee of any covenant contained herein; and (3) any unpaid rent or money due for Lessee's use and occupancy of the premises. The monies paid hereunder as security shall not be used as a set-off by the Lessee against rent.

6. Utilities: Lessee shall be liable for payment of all utility services and fuel oil used in the operation of the premises, including the electrical service used by the adjacent Scout House building. Lessee shall, at all times, keep the demised premises properly heated and that between November 1 and May 1 of each year, Lessee shall keep the demised premises heated to a temperature of not less than 55 degrees Fahrenheit. Lessee shall obtain an annual service contract for the servicing of the heating and air conditioning system(s).

Lessor shall reimburse Lessee for the cost of electrical service used on the premises during the months of January through May, inclusive, provided that Lessee provides acceptable documentation of the cost of such electrical service not later than June 15th of each year.

Lessor will cooperate with Lessee to enable Lessee to obtain fuel oil and utility services at contract prices available to Lessor.

7. Fire Safety Equipment: Lessee shall install, maintain and repair all fire and other safety equipment, alarms and extinguishers as required by state and local building and fire officials. Lessee shall check all fire extinguishers and all smoke alarms on a monthly basis and shall document such inspections and make repairs as may be necessary. All such documentation shall be made available to Lessor on demand.

Notwithstanding the foregoing, Lessor shall provide and pay for the operation and maintenance of the existing fire alarm system.

8. Maintenance and Repairs: Lessee covenants that it will maintain the demised premises in a good state of repair and cleanliness and will repair all damage caused to demised premises by Lessee or by Lessee's employees, invitees or operations upon the expiration or termination of this Lease. Lessee shall not permit, allow or cause any act or deed to be performed or any practice adopted or followed in or about the demised premises which shall cause or be likely to cause injury or damage to any person, property or to the said premises. Lessee shall, at all times, keep said demised premises, and its appurtenances, in a neat and orderly condition, clean and free from rubbish, dirt and other miscellaneous items and accumulations. Lessee shall provide for its own trash removal and disposal, and all exterior trash containers or dumpsters will be placed in a location acceptable to Lessor.

The Lessee shall cooperate with Lessor to keep the demised premises free and clear from any rodents, bugs, vermin, and, at the request of the Lessor, Lessee shall participate and cooperate in carrying out any program of extermination that the Lessor may direct, and the Lessee shall bear the reasonable cost thereof.

Lessee shall be responsible for the maintenance, care and repair of all electrical equipment, appliances or fixtures, including water and sewer lines, within the demised premises and for the routine maintenance of the HVAC system(s), during the term of the Lease, substantially in their present condition. All repairs and/or replacements resulting from ordinary use by the Lessee shall be the responsibility of the Lessee. Lessor shall be responsible for the maintenance, care, repair and replacement of the structural components of the building, including the roof, and for the non-routine maintenance, repair or replacement of the HVAC system(s), and for the exterior water and sewer lines servicing the demised premises.

If either party shall fail to perform its obligation to maintain, repair and replace any portion of the demised premises as provided above or to keep the premises in a condition that is reasonably safe, then after thirty (30) days written notice of its intention to do so, the non-responsible party, whether it be the Lessee or the Lessor may, but shall not be required to, effect such maintenance, repairs and replacement and the cost thereof shall be paid by the responsible party to the other within thirty (30) days of billing. If payment in full is not made within such thirty (30) day period, the non-defaulting party may collect the amount expended for such purpose from the defaulting party together with reasonable attorney's fees and costs of collection.

9. Compliance with Laws. Lessee shall comply with and conform to all the laws of the United States and the State of Connecticut, and the ordinances, by-laws, rules and regulation of the Town in which the demised premises are situated. Lessee shall save the Lessor harmless from all fines, penalties and costs for violation or noncompliance with the same.

10. Lessor's Access: Lessee shall permit Lessor to enter the demised premises at all reasonable times for the purpose of inspection with regard to Lessee's performance of its obligations hereunder and for the purpose of inspecting and making structural repairs and improvements to the building and grounds on which the demised premises are situated.

11. Indemnity & Insurance: Lessee shall hold the Lessor harmless against all claims for injury to any person or damage to property arising from Lessee's use or occupancy of the demised premises.

Lessee shall provide and keep in force a policy or policies of fire and hazard insurance and pay the premiums thereon, insuring the Lessor at all times during the term of this Lease against loss or damage by reason of destruction or injury caused by fire or other casualty to the demised premises to the extent of full replacement value thereof or to the extent necessary to provide full indemnity in the event of partial destruction or injury. Lessee shall also shall provide and keep in force a comprehensive general public liability insurance policy and may provide its own business interruption and contents insurance policy. The general liability insurance policy shall name the Lessor as an additional insured, shall be written with aggregate liability coverage of not less than \$1,000,000 per occurrence for loss due to bodily injury or death and for damage to property. Such general liability insurance policy shall be considered to be primary and non-contributory as respects the Lessor. All such policies of insurance shall provide that the policy shall not be cancelled except with ten (10) days prior written notice to the Lessor. Certificates of insurance evidencing Lessee's compliance with this paragraph shall be submitted to Lessor prior to January 1, 2012 and thereafter upon Lessor's request.

12. Alterations: Lessee shall make no alteration or improvement to the demised premises without the written consent of the Lessor. All alterations or improvements made to the premises, including all fixtures installed thereon, shall remain on the premises and become the property of the Lessor upon termination of this lease.

13. Lessee shall not suffer, permit or commit any waste of the premises.

14. Lessee, at the expiration or other termination of this Lease, shall quit and surrender the premises in as good a state and condition as reasonable use and wear thereof will permit.

15. Assignment: Lessee shall not assign this Lease or any interest therein to any other person or entity without the prior written consent of Lessor. Lessee shall not sublet any portion of the premises without the prior written consent of the Lessor.

16. Default: (a) If Lessee shall default in the payment of any rent, or (b) if Lessee shall default in the performance of any other agreement or condition on its part to be performed or observed and shall fail to cure said default within seven (7) days after receipt of written notice of said default from Lessor, or (c) if Lessee shall make an assignment of Lessee's property for the benefit of creditors, or (d) if Lessee shall be declared bankrupt or insolvent according to law, or (e) if any bankruptcy or insolvency proceeding shall be instituted against Lessee and shall not be discharged within sixty (60) days thereafter, or (f) if a receiver, trustee or assignee shall be appointed in any bankruptcy or insolvency proceedings for the property of Lessee and shall not discharged within sixty (60) days thereafter, or (g) if Lessee shall abandon the premises, then, in any of said cases, and without waiving any claim for damages for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease and on the fifth (5th) day next following the date of such notice, the term of this Lease shall terminate.

If this Lease shall be so terminated, Lessor may, in addition to any and all other remedies that it may have, immediately, or at any time thereafter, re-enter and resume possession of the demised premises and remove all persons and property therefrom, either by summary process proceedings or by a suitable action or proceeding at law or in equity.

In the event of any such default, Lessee shall be obligated to pay the Lessor for any damage sustained by virtue of such default and for all such other reasonable expenses incurred by Lessor as a result of such default, including but not limited to legal expenses, attorney's fee, and expenses incurred in putting the demised premises in good order and repair. The Lessee shall be obligated to pay the Lessor for all expenses, including reasonable attorneys' fees, incurred by the Lessor if suit shall be brought for recovery of possession of the demised premises, recovery of rent, or the recovery of any other amounts due under the provisions of this Lease.

17. No Waiver. The failure on the part of the Lessor to act upon breach of any of the covenants of this Lease by the Lessee shall in no way constitute a waiver of the rights of Lessor to, at any time in the future, act upon such default; nor shall such failure to act prevent the Lessor from acting in the event of any other or further breach of any of the Lessee's covenants. All of Lessor's rights and remedies hereunder shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

18. Damage to the Premises. If the demised premises or the building in which the demised premises are situated shall be damaged by fire or other casualty so as to render the demised premises untenable, this Lease may be terminated by either the Lessor or the Lessee by giving not less than fifteen (15) days written notice to the other of such termination. In such event, the term of this lease shall expire as of the date established by such notice; and the rent otherwise due hereunder shall be apportioned to such date of termination.

Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage (or if the lease term is not terminated, the repair thereof). Lessee understands that Lessor will not carry insurance of any kind on Lessee's furniture or furnishings or on any fixtures or equipment removable by Lessee under the provisions of this Lease. Lessor shall not be obligated to repair any damage thereto or replace the same in the event of damage or destruction thereof.

19. Holding Over: If Lessee continues to occupy the demised premises after the Lease expires and Lessor accepts rent, Lessee will hold from month-to-month and not for any longer period, but otherwise on the same terms and conditions as set forth herein.

20. Notice to Lessee. That any notice from the Lessor to the Lessee shall be deemed duly give if sent by certified or registered mail, addressed to:

The Sherman Players Incorporated
5 Route 39 North,
P.O. Box 471,
Sherman, CT 06784

or such other place as the Lessee may direct from time to time.

21. Notice to Lessor. That any notice from the Lessee to the Lessor shall be deemed duly given if sent by certified or registered mail, addressed to:

Town of Sherman
Attention: First Selectman
Mallory Town Hall,
P.O. Box 39,
Sherman, CT 06784-0039

or such other address as the Lessor might otherwise designate in writing.

22. That the covenants and agreements contained in the within Lease shall inure to the benefit of and be binding upon the parties hereto and upon their heirs, successors and assigns.

23. This lease shall be interpreted in accordance with the laws of the State of Connecticut. IN WITNESS WHEREOF, the parties hereto have set their hands and seals to duplicate originals of this lease as of the date first written above.
Signed and sealed in the Presence of

Town Of Sherman, Lessor
by _____
Clay Cope, First Selectman
The Sherman Players Incorporated, Lessee

by _____
John Taylor, President

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STATE OF CONNECTICUT)
) ss.: Sherman
COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2012, personally appeared Clay Cope, Signer and Sealer of the foregoing instrument, who acknowledged himself to be the First Selectman of the Town of Sherman and being thereunto duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Town of Sherman, before me.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)
) ss.: Sherman
COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2012, personally appeared _____ of The Sherman Players Incorporated, a Connecticut non-stock corporation, Signer and Sealer of the foregoing instrument, and being thereunto duly authorized, acknowledged the same to be his/her free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court
Notary Public

ITEM NO. 4: RESOLVED to adopt the following amendments to the "Ordinance Governing the Construction of Driveways Intersecting Town Highways". Motion made by George Linkletter and seconded by Clay Cope. The amendments were explained by First Selectman Cope and after discussion the motion CARRIED by a show of cards.

Driveways Intersecting Town Highways (Revised) 2012

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BE AND IT IS HEREBY ORDAINED THAT:

The Ordinance Governing the Construction of Driveways Intersecting Town Highways adopted at Town Meeting on April 5, 1974 and revised at Town Meeting on October 27, 2006 is hereby amended as follows:

Section One: It shall be unlawful for any person, firm or corporation to construct a new driveway or relocate an existing driveway leading into a Town Highway or Street without first filing a written application along with an application fee of Fifty Dollars (\$50.00) with the Board of Selectmen of the Town of Sherman, or its designee, and receiving a permit therefore. In determining the advisability of issuing such a permit, the selectmen- or designee, shall include in their consideration the location of the driveway with respect to its effect on highway drainage, highway safety, the width and character of the highway affected, the density of the traffic thereon and the character of such traffic.

Section Three: Before any such permit shall be issued the Board of Selectmen or designee may require a bond to be filed with the said Board or designee, with surety and conditions satisfactory to it, to guarantee the satisfactory completion of the driveway as herein provided.

Section Four: Said bond shall be released only after the work has been completed to the satisfaction of the Board or designee.

Section Five: Except as stated in Section Seven, any such proposed driveway abutting a highway shall be constructed of bituminous concrete two inches deep on a six-inch gravel base or nine inches of reinforced concrete on a six-inch gravel base from the edge of the traveled portion of the highway to the applicant's property line or the highway right of way, whichever is greater. The Board of Selectmen or their ~~designated agent~~ designee may alter these requirements if good cause is shown.

Section Seven: The grade of the proposed driveway shall not exceed 10% for a distance of thirty feet (30') from the edge of the travel portion of the highway. If proposed driveway is descending, a four-inch (4") berm of bituminous concrete shall be constructed to protect the property from surface water entering. If the driveway is on an unpaved road, then the Selectmen or designee shall determine the point at which the pavement will end adjacent to the highway.

Section Ten: The applicant agrees to hold harmless the Town of Sherman and the Board of Selectmen and their ~~duly-appointed agents~~ designee and employees against any action for personal injury or property repair of the highway which may result from the exercise of this permit. The maintenance of

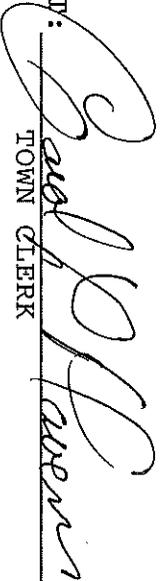
the proposed driveway from the edge of the traveled portion of the highway shall be the responsibility of the owner of the property served by the highway.

Section Eleven: When culverts have to be installed to control the flow of water, such culverts shall extend to an established drainage right of way or the owner shall provide a deeded drainage easement outfall of the culvert. No culverts shall outlet into the gutter or a ditch on the highway right of way except with the permission of the Selectmen or designee.

ITEM NO. 5: RESOLVED to authorize an expenditure not to exceed \$20,000 from the Capital and Non-Recurring Expense Fund to retain a consultant to advise on improving Public Safety Communications in the town. Motion properly made and seconded. The resolution was explained by Dave Hopkins and after discussion CARRIED by a show of cards.

ITEM NO. 6: RESOLVED to authorize the expenditure of \$6,871.09 for truck repair. Motion was properly made and seconded. First Selectman Cope explained that the repairs had already been done to the 1987 Ford L8000 and the funds would be taken from the Capital and Non-Recurring Expense Fund. After discussion the motion CARRIED by a show of cards.

The meeting adjourned at 8:50 P.M.

ATTEST: 
TOWN CLERK