



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke - Director of Administrative Services

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Date of submission:** **March 24, 2014**

2. **Date of Board Meeting:** **April 14, 2014**

3. **Individual or Entity making the submission:** **Richard L. Sawitzke**

4. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Authorize First Selectman Glassman to sign a Right-of-Entry letter agreement for use of the Greenway parking area at the intersection of U.S. 10/202 & S.R. 315.

5. **Individual(s) responsible for submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.):**

Richard L. Sawitzke, Town Engineer

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

- i. **April 25, 2014 to sign Right-to-Enter; new lease for June 15, 2014**
- ii. **Town of Simsbury and Conn. Dept. of Transportation**
- iii. **Administration fee of \$500.00 and Certificate of Insurance**
- iv. **Lease document was previously reviewed by and approved by Town Counsel**
- v. **Documents attached**

7. **Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

The following documents are included with this submission and attached hereto:

Letter from Engineering Transition Manager to Board of Selectmen, dated 3/24/14

Letter from Conn. DOT to Mary A. Glassman, dated 3/10/14

Lease Agreement, dated 6/29/99, (which needs renewal)



Town of Simsbury

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P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Engineering Department

March 24, 2014

Board of Selectmen
Town Offices
933 Hopmeadow Street
Simsbury, CT 06070-0495

Dear Selectmen:

**Subject: Greenway parking area lease corner of Hopmeadow St./Tariffville Rd.
State file #128-000-073, Rts. 10/202&315**

The Town has a no cost lease with the Conn. Dept. of Transportation for a Greenway parking area near the intersection of Hopmeadow St. and Tariffville Rd. The original lease was executed in 1999 for a 5 year term, with two 5 year renewals. The State has offered the Town a new 5 year lease, with two 5 year renewals. There would be no lease fee provided the Town does not charge the public for use of the parking area.

This parking area is important for Greenway users, and is well used. Therefore, I recommend that a new lease agreement be entered into. While the new agreement is being prepared, the State has issued a Right-of-Entry so that the Town may continue to use the parking area.

At this time, the Board of Selectmen needs to authorize First Selectman Glassman to sign the Right-of-Entry letter.

Please contact me if you have any questions.

Sincerely,

Richard L. Sawitzke, P.E.
Engineering Transition Manager

cc: Tom Cooke, Director of Administrative Services
Jeff Shea, P.E., Town Engineer
Gerry Toner, Director of Culture Parks & Recreation

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Telephone (860) 658-3260
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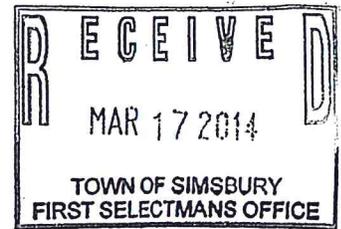


STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2462

March 10, 2014



The Honorable Mary A. Glassman
First Selectman
Town of Simsbury
760 Hopmeadow Street
Simsbury, Connecticut 06070

Dear First Selectman Glassman:

Subject: Right of Entry
State Route 202, U.S. Route 10 and 315
Town: Simsbury
File No. 128-000-073

Permission is hereby granted to the Town of Simsbury (Second Party) and its invitees to enter the subject State-owned land (Premises), as shown on the enclosed map for motor vehicle parking only in conjunction with a bikeway trail. This permission is granted subject to the following terms and conditions:

1. The term of this Right of Entry shall be for a month-to-month period of time commencing March 1, 2014.
2. The Premises shall be for motor vehicle parking only in conjunction with a bikeway trail. Proposed work of any kind to be conducted on the Premises shall require a highway encroachment permit. This permit request should be directed to Mr. Aron Steeves, of our District IV Maintenance Office, at (860) 585-2798.
3. The purpose of this Right of Entry is to allow for the use of the Premises pending the preparation and execution of a Lease with the Second Party. Please be advised, the Department will not process the Lease until the Right of Entry has been executed.
4. There shall be no monetary consideration to the State as long as the Premises remains free to the Public.
5. There is a one-time Administrative Fee in the amount of Five Hundred Dollars (\$500.00), to help defray the cost of processing the Lease Agreement.

6. All payments shall be made by check, money order or other draft made payable to the "Treasurer, State of Connecticut". All payments should be mailed to the "Accounts Receivable Unit" at the above address.

7. The Premises is to be occupied in its "as is" condition without any warranties or representations of any kind by the State. During the course of this Right of Entry, the Second Party shall be responsible for all maintenance and repairs to the Premises, including snow and waste removal, and all other operating expenses related to the Premises.

8. The Second Party agrees to secure, at its own expense, all necessary permits and to comply fully with all local requirements related to your projected activities.

9. This Right of Entry may be terminated at any time by either party hereto by giving the other party thirty (30) days written notice, and upon expiration of said notice period, this Right of Entry shall be null and void and all rights of the Second Party herein shall end and terminate.

10. The Second Party agrees to secure and maintain, for the duration of the Right of Entry, with the State being named as an additional insured party, the following minimum liability insurance coverage or coverages regarding the Premises at no cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall be named as an additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above coverage, the Second Party has to furnish the State a Certificate of Insurance, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove.

11. By acceptance of the Right of Entry, the Second Party agrees that it shall, at all times during its occupancy, defend, indemnify and save harmless the State of Connecticut and its respective officers, agents and employees on account of all claims, damages, losses, litigation, expenses and compensation, including but not limited to attorney's fees and court costs, arising out of injuries, including death sustained by or alleged to have been sustained by any person, or damage to or loss of any property, relating to your use or occupancy of the Premises.

The Honorable Mary A. Glassman
File no. 128-000-073

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March 10, 2014

12. This Right of Entry shall be subject to the provisions of the enclosed "Standard Highway Lease Specifications & Covenants, Governmental", dated August 29, 2013 for this Agreement only.

Please acknowledge your acceptance of the terms and conditions as herein set forth by signing below and returning the original and the annual rent to this office as soon as possible.

If you have any questions, please contact Ms. Kathleen Fraska, the Property Agent assigned the file, at (860) 594-2484.

Very truly yours,



Terrence J. Obey
Director of Rights of Way

Enclosure

Accepted and Acknowledged on Behalf of
The Town of Simsbury:

Mary A. Glassman
First Selectman

Date: _____