

**Edmond Town Hall Board of Managers
Regular Meeting
Tuesday, February 9, 2016
Mary Hawley Room
Edmond Town Hall, 45 Main Street, Newtown, CT**

PRESENT: Jennifer Chaudhary, James Juliano, Marie Smith, Anna Wiedemann

ABSENT: Margot Hall, Mary Fellows

ALSO PRESENT: Tom Mahoney (Theatre Manager), Shelia Torres (Operations Manager)

CALL TO ORDER:

The meeting of the Edmond Town Hall Board of Managers was called to order by Anna Wiedemann at 6:23 p.m. on February 9, 2016.

PUBLIC PARTICIPATION:

None

REPORT FROM THEATER COORDINATOR:

Tom Mahoney reported that the movies brought in great revenue this past month. Other events this month included Patriots game and Ninja Warrior. For the mid-winter break Peanuts will be playing and The Martian. The free movie will be Peanuts.

APPROVAL OF MINUTES:

Anna Wiedemann moved to approve the January 12, 2016 minutes, James Juliano second the motion which was unanimously approved with the spelling of Wiedemann corrected under Approval of Monthly Bills.

CORRESPONDENCE:

None

REPORT FROM CHAIRMAN:

Margot Hall was not in attendance, but did send an email to Anna Wiedemann to read. She discussed the 2016/2017 Budget Proposal that was submitted with a total of \$75,000. She also discussed how on Wednesday, February 3, 2016 the Boiler Bids were opened. There were seven (7) bids received ranging from \$419,000 to \$680,000.

REPORT FROM OPERATIONS MANAGER:

Shelia Torres presented her report (Attachment A). Some items that had further discussion were the McKinney Mechanical service agreement (Attachment B). Shelia requested that the Board make a motion to approve the contract and its associated fees. She did remind the Board the fees were in the current budget.

Shelia Torres also reviewed the Holmes Fine Gardens snow removal proposal (Attachment C). The service will only be done if he is called upon. Shelia's hope would be to have the ETH staff handle small amounts with their snow blower.

The third date for the visions meeting was set for March 29th from 9 a.m. to noon. The fourth and final session will be decided upon in April. Shelia will confirm if the library is available.

Shelia discussed the current happenings with the odor from the VNA closet. They have tried numerous things to rectify with no success. She believes that the 80+ year old cast iron pipe may have cracks or be ruptured, releasing sewer gases. She has reached out to both plumbing and septic companies, who have said they cannot fix. She did some research online and found a company who does a CIPP process, which consists of relining the pipe with a polymer substance. This process requires little to no digging or breaking walls and costs approximately \$135 per foot. Shelia found a local company, who she is contacting to come out.

New emails addresses have been created for each area of the Edmond Town Hall. They are listed in the report.

Jennifer Rogers has asked to use the Vendini Account, allowing individuals to purchase tickets online. The Board recommended Shelia talk to Mary Fellows about the account and how it works before authorizing Jennifer to use it.

The new ice Maker was leaking so Shelia scheduled Testa Refrigeration to service it. In doing so they found nothing to be wrong except that the evaporator need to be cleaned. She will touch base with them on the service suggested.

Shelia reported that a new snow blower was purchased because the older one was "completely shot". The new, Toro brand, snow blower was purchased from Newtown Power for approximately \$435.

APPROVAL OF MONTHLY BILLS:

Marie Smith reviewed the monthly bills report.

The gas bill was high for the month. The Board reviewed some reasons why. Shelia did state she found numerous radiators on 8. Guards were suggested. Shelia has already asked staff to keep an eye on it.

Jennifer Chaudhary moved to approve payment of \$48,140.41, James Juliano seconded the motion which was unanimously approved.

OLD BUSINESS:

Report status of re-purposing fire house – Mary Fellows was not in attendance so there was no report.

There has been no contact from Torri Gozzi of the Newtown Centre of Classical Ballet. This item will be tabled and will be added to next meeting's agenda, under old business.

NEW BUSINESS:

Discuss and Approve Facilitator – Reviewed costs.

Marie Smith moved to approve the payment of \$4,500.00 for the facilitator. Jennifer Chaudhary seconded the motion which was unanimously approved.

Jennifer Chaudhary moved to approve the payment of \$3,340.00 to McKinney Mechanical for a service agreement covering February 15, 2016 to February 14, 2018. Marie Smith seconded the motion which was unanimously approved.

James Juliano moved to approve the Snow Plowing Proposal/Contract from Holmes Fine Gardens for the 2015-2016 winter season. With the understanding that the ETH staff will try to attempt to clear the snow themselves if accumulation is between 1-6 inches and contact Holmes Fine Gardens for anything more than 6 inches. Marie Smith seconded the motion which was unanimously approved.

Approve Expenditure for New Sound Board for Theater – Shelia Torres reported that she used the credit card to purchase a new sound board for the theater because they needed it operational for "Elf". Margot Hall approved to put on credit card. Once the bill is received it will voted on.

COMMENTS FROM BOARD MEMBERS:

James Juliano stated he does not see a need to remove the old oil tank from underground but Robert Mitchell from the Public Building and Site Commission did get a quote. James also expressed his concerns with the Public Building and Site Commission and their statements concerning the sewer pipes dumping into the swamp that surrounds the lower level parking lot. He is not in agreement with any statements in regards to this subject from the Public Building and Site Commission and will continue to report back to the Board on this matter.

ADJOURNMENT:

Marie Smith moved to adjourn, Jennifer Chaudhary seconded the motion all were in favor and the meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Nicole Kullgren, Clerk Pro-Tem

(Attachment A)

ETH MANAGER'S REPORT – February 9, 2016 – Sheila Torres

General Notes/Decisions Needed

- Review or acceptance of facilitation proposal sent by J. Didona Associates
- Acceptance of air conditioning maintenance proposal from McKinney.
- Review of snow removal contract from Holmes Gardens. LRM rates: \$40/hr and \$60/hr with machine. Holmes Contract based on inches and "event."
- Determine additional two dates for visioning based on Board's schedule.
- Had several Fred Hurley referral visits for VNA closet issue, the issue remains. I have contacted Battistone for a quote on relining the faulty stack. This is a more economical and less troublesome alternative to dealing with the issue because it does not require digging or breaking walls.
- Have three new emails for our business: theater@edmondtownhall.org which should be used for all communication to the theater coordinator or about movies; finance@edmondtownhall.org is intended for Azra and all communication related to billing, AR, etc. My email is manager@edmondtownhall.org. These three emails will cost \$15 per month because we are using our domain name rather than gmail.com. All mail going to the previous email or to the any other emails on our web site, e.g., rentals@edmondtownhall.org will go into the manager's email address for the time being.
- Jen Rogers would like to use the Vendini account that Hayden Bates set up. I do not have any of the details about this account so need to understand what the arrangement is with Hayden Bates.
- Will need input on snow removal proposal sent to the Board.
- ^{Ice maker} Refrigerator issue related to a leak. The ice in the bin melted and water was leaking out. When Testa came out, could not work on the unit because it had been unplugged.

Highlights

- We are at 27 chairs for the balcony. The Board of Realtors is considering the purchase of a row. I will be trying to reach out to a few organizations for sales. Did not hear from Mary Hawley Society about process for the check payments for the seats, but deposited them into the Theater Restoration Fund account.
- Have reached out to Yale School of Architecture to find out about services they offer to assist organizations like ours.
- Trying to see whether we might be eligible for a grant to change the outside lighting.
- Fire Marshall visit went well. Will be sending receipts from three fire safety vendors.

Work Completed - Maintenance/Repairs/Other

- Gym windows have been completed. The blinds were going to be installed on Saturday but when installer opened boxes discovered that wrong hardware had been sent. She plans to return later this week.
- Will be painting found doors for the Orchestra dressing room and installing them in the bathrooms.
- Stained the repair patch on the gym floor.
- Had to purchase a new snow blower. Our old one was not usable when we went to check it at the start of the season.



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ANNUAL PLANNED MAINTENANCE AND INSPECTION PROGRAM

SERVICE AGREEMENT

Date: 2/2/2016

To: Edmond Town Hall
Sheila Torres

From: David S. Hovey
Sales Manager
McKenney Mechanical Contractors Inc.
(860)383-5686

Service Location: Newtown, Ct.

ANNUAL PREVENTIVE MAINTENANCE PROGRAM

Dear Sheila,

McKenney Mechanical Contractors will provide a complete program of preventive maintenance for the equipment as listed in Schedule A. To maintain the equipment in good working order, qualified technicians will perform all preventive maintenance tasks as outlined by the equipment manufacturers.

This maintenance program has been designed to meet the manufacturer's specifications for proper maintenance and service of your equipment. All work is to be performed during regular working hours unless otherwise indicated in the Supplemental Service section of this Agreement.

The PM Program will be initiated, scheduled, administered, monitored and updated by McKenney Mechanical Contractors. The service activities will be directed and scheduled, on a regular basis, by our service coordinator based on manufacturers' recommendations, equipment location, application type, run time, and our own experience. The Customer is informed of the progress and results of the program on an ongoing basis via detailed service reports, which will be presented for the Customer's review at the conclusion of each service call. After approval and signature by the Customer, a copy will be presented to the Customer for their records.

Sincerely,

David S. Hovey



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Roof Top Package Unit

- A. Rooftop/Unitary Equipment (Start-up inspection)
 - 1. Check external interlocks
 - 2. Tighten terminals for motor
 - 3. Check starter voltage & current
 - 4. Check unit for refrigerant leaks
 - 5. Inspect main terminals at disconnect
 - 6. Lubricate fan bearings
 - 7. Tighten terminals for control panel
 - 8. Replace fan belts
 - 9. Change filters

Air Cooled Condensers

- A. Air Cooled Condenser (Semi-Annual Maintenance)
 - 1. Inspect condenser coil
 - 2. Inspect and tighten all electrical connections
 - 3. Check refrigerant charge
 - 4. Check voltage and amp draw of compressor and record
 - 5. Check condenser fan motor bearings and shaft
 - 6. Lubricate as needed
 - 7. Check compressor contactor and compressor leads
 - 8. Inspect for any signs of refrigerant leaks



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Air Handlers

A. Air Handler (Semi-Annual Maintenance)

1. Inspect unit for rust and corrosion
2. Check and tighten all electrical connections
3. Change air filters
4. Check blower motor, bearings and shaft
5. Lubricate as needed
6. Check for refrigerant leaks (if cooling unit)
7. Change belts

Coil Cleaning

Acid clean all exterior condenser coils 1X per year



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If you find the terms and conditions acceptable, please sign in the spaces provided and return to fax number above.

CUSTOMER: _____ McKenney Mechanical Contractors Inc.

BY: _____ BY: _____

Name: _____ Name: David S. Hovey

Title: _____ Title: Sales Manager

Date: _____ Date: 2/2/2016

Equipment Covered Under This Agreement

Qty	Make	Model No.	Serial No.
1	Trane RTU	YA420EHZ3BG3D	CO9C1366
1	American Standard Split	BTA120D300AC	DOB145055D
1	Lennox Split	HP26 024012P	5804 L21875
1	Trane	TTA072D300A0	Z241NJR2F



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Standard Terms and Conditions

1. **Limited Warranty:** All materials, parts and equipment are warranted by the manufacturers or suppliers written warranty only. All Labor performed by McKenney Mechanical Contractors, Inc. (Hereinafter called the Contractor) is warranted for ninety (90) days or as otherwise indicated in writing. The contractor makes no other such warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the Contractor. The Contractor will extend to customers the benefits of any warranty it receives from the manufacturer or supplier. Removal and reinstallation of any equipment, parts or materials repaired or replaced after the 90 days warranty period (unless otherwise stated in writing) will be at the customer's expense at the service rates then in effect. Service covered under this warranty will be provided at no cost during normal work hours Monday – Friday 7:00 AM to 4:00 PM except holidays.
2. The Contractor agrees to undertake additional work in its field as may be authorized and directed by the customer during the course of this contract and will provide reasonable prompt service for any trouble or emergency calls during the term of the agreement.
3. Customer shall provide reasonable means of access to the equipment and to allow The Contractor to stop and start the equipment as necessary to perform our required services.
4. Customer shall promptly notify us of any unusual operating conditions of the covered equipment, operate the covered equipment per our instructions and provide normal maintenance as outlined in the installation and service instructions or owner's manual.
5. The Contractor shall retain title to any equipment or materials furnished until final payment is received in full.
6. Customer agrees to pay all invoices within Thirty (30) days of receipt. A 5.85% processing fee will be added to all invoice amounts if paid by credit card.
7. The Contractor reserves the rights to stop all work until outstanding balances are received.
8. Service charges at the highest rate permitted by law will be applied to any past due accounts. Accounts are considered past due thirty (30) days after the billing date.
9. Should it become necessary to collect past due accounts through an attorney, by legal proceedings or otherwise you will be liable for costs of collection including reasonable attorney's fees.
10. Under no circumstances, whether arising in contract, tort (including negligence), equity, or otherwise will the Contractor be liable for damages arising from loss of profit, loss of use, increased maintenance expense, increased operating expense, claims of customer's clients punitive damages or any indirect, special or consequential damages.
11. Any alterations to, or deviation from, this agreement involving extra work, cost of material or labor will become an extra charge (fixed-priced amount to be negotiated or on a time-and-material basis at the Contractor's service rates then in effect) over the sum stated in this agreement.
12. Customer is responsible for any applicable taxes.
13. Removal, alteration and replacement of any part of the building support or structure are excluded from this agreement.
14. Any damage caused by negligence, acts of God, freezing conditions, electrical power failures, abuse or misuse of systems, loss of water or water pressure, burnt out wiring or fuses, vandalism or other causes beyond The Contractor's control are excluded from this agreement.
15. The Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay or carriers strikes including those by contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. To the fullest extent permitted by law, customer shall indemnify and hold harmless contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by the negligence of contractor.
17. Customer shall make available to the contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
18. The Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, The Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. The Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent cause by the suspension and the contract price equitable adjusted.
19. The Buyer can cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Saturday is considered a legal business day in the State of Connecticut.
20. This proposal will become a contract solely between us if accepted by you and approved in writing by an authorized representative of The Contractor and any rights that you have will be only against us. There are no other parties to this agreement.
21. If a trouble call, at the customer's request reveals a condition that is not covered under this agreement, The Contractor reserves the right to charge the customer at the rates in effect at the time for such service.
22. The Contractor is not liable or responsible for the quality of the indoor air of the customer's facility, including without limitation injury or illness to anyone arising out of or in connection with the contractor's work under this agreement.
23. The contractor is not responsible for obtaining obsolete or unavailable parts. If a part is not available and it becomes necessary to alter your equipment or piping in order to replace the part, the labor and material costs for the alteration will be billed to the customer at The Contractor's rates.
24. The Contractor excludes any and all liability, loss, sickness or bodily injury damage caused either directly or indirectly by mold of any kinds regardless of its cause or event of its cause.



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PRICING AND PAYMENT

Term: February 15th 2016 – February 14th 2018

Pricing: Total yearly amount \$3,340.00 + sales tax

Payments: To be billed quarterly in the amount of \$835.00 plus tax

Please check here for coil cleaning for an additional \$1342.00 per year

Payments if coil cleaning is included: \$1,169.50 quarterly plus tax

TERMS AND CONDITIONS

Revisions to the conditions of this agreement, including monetary consideration, may be made annually by written request and acceptance from one to the other within 30 days of the anniversary date of the agreement. Either party may terminate this agreement without obligation at any time with 30 days written notice. If additional equipment is added to the scope of this contract, McKenney Mechanical Contractors Inc. will furnish a written proposal to modify the contract accordingly.

1. SUPPLEMENTAL SERVICES – Service Calls and After Hours Emergency Calls

Note: The below service rates do not apply to scheduled repair work or project work and only apply to regular hours service calls and afterhours emergency service calls.

2. Service Hours for this agreement are:
 - 2.1. Regular Time \$120.00/hr (Between Monday through Friday 7:00 AM through 4:00 PM).
 - 2.2. Overtime \$120.00/hr (After 4:00 PM weekdays, Saturday and Sunday)
 - 2.3. Double Time \$120.00/hr (Holidays)
 - 2.4. Travel charge on all service calls at \$100.00
 - 2.5. Our minimum charge for service related calls is 1hr.
3. After-Hours Emergency Response: McKenney Mechanical Contractors Inc. will provide 24-hour emergency response should the customer require it.
4. Services beyond the Scope of this Agreement: In the event there is work outside of the scope of the preventive maintenance contract, a service call will be created and that work will be performed on a Time and Material basis at McKenney Mechanical's current billing rates, with customer authorization.

(Attachment C)



Snow Plowing Proposal/Contract – 2015-2016 Winter Season Edmond Town Hall-Shoveling Services

- We will clear walkway and pathway surfaces starting at 1" of accumulation. Multiple visits may be needed during heavy snowfall. We are available via phone to determine if services are needed, but under normal circumstances where temperatures will remain below freezing and a small amount of precipitation has fallen, we will automatically come out to shovel/clean walkways.
- We will use on-site salt/calcium unless none is available in which case we will provide our own and invoice accordingly.
- Rates will be determined based on depths of snow fall accumulation.

Accumulation:	Cost per Visit:
1-6"	\$220.00
6-12"	\$320.00
12-18"	\$420.00
18-24"	\$520.00
24-30"	\$620.00

If snow fall is minor (less than 1") we are available to provide a service visit to apply salt and/or sweep off steps etc... top help prevent slip and falls during icy conditions. Feel free to call us to schedule.

Cost for this service: \$125.00

Terms/Payment: Invoiced after completion of work. Payable upon receipt of invoice.
A 6.35% Connecticut Sales Tax applicable to all invoices.

Acceptance: Please sign, date, and return one copy to us. Thank you.

Holmes Fine Gardens LLC,
Dan Holmes, Principal
P.O. Box 279
Newtown, CT 06470

Client Signature, Date
Edmond Town Hall Board of Mangers
45 Main Street
Newtown, CT 06470