TOWN OF BOZRAH
TOWN HALL
1 RIVER ROAD
BOZRAH, CONNECTICUT 06334

The Bozrah Board of Selectmen held a REGULAR MEETING on Tuesday August 21, 2018 at 7:00P.M. in the Meeting Room of the Bozrah Town Hall at 1 River Road, Bozrah, Connecticut.

MINUTES

1) Call to order/attendance: Meeting called to order at 7:00 PM by First Selectman Pianka. Full Board of Selectmen in attendance. Public: Evelyn Brown arrived at 7:06 PM, Patricia Goff at 7:24 PM

2) Public comment(s): None

3) Approve minutes of BOS Special Meeting of July 19, 2018: MOTION: Zorn/Seconded Ballinger-PASSED-Unanimous

4) Approve minutes of BOS Special Meeting of July 27, 2018: MOTION: Zorn/Seconded Ballinger-PASSED-Unanimous

5) DEEP VW Diesel Emission Mitigation Program- Update: BOS advised of letter dated 08/07/18 from DEEP that the Grant application was “Administratively Sufficient” and would be forwarded for further action. See attached.

6) DRS-2018 Neighborhood Assistance Act proposal-Update: BOS advised of DRS letter dated 08/15/18 advising that the $50,000 grant application for Sidewalk Design is included in the Act.

7) Riverwalk Park- Hay Mowing License Agreement (Draft Review): Attached draft was approved for completion and execution between Brush Hill Dairy, LLC and the Town of Bozrah to allow five years of mowing at Riverwalk Park. See attached. MOTION: Ballinger/Seconded Zorn- PASSED-Unanimous.

8) Monthly Report: Senior Services Coordinator: See attached
   First Selectman Pianka advised BOS of a donation check to the Bozrah Senior Center for $1500 received by Senior Services Director Pam Contino from Bozrah Senior Living, LLC. Inquiry will be made as to their giving “intent” (i.e. 501(c)) and how to handle the income if it is accepted. Will be addressed under Old Business at next BOS meeting.


10) Monthly Report: Municipal Agent: See attached

11) Public Safety Advisory Committee-General Update: Selectman Ballinger advised that alternatives may become an issue i.e. the Town of Salem model
12) **Old Business:**

- **NPU Water Line Extension**: Anchor Engineering/Optimus Senior Living- additional engineering services required per DOT review- See written correspondence provided. **MOTION:** Ballinger/Seconded Zorn to allow the First Selectman to make the best deal with Optimus regarding the new charges to complete the GEOTech survey required by DOT with costs not to exceed $8,600. **PASSED:** Unanimous

- **CMEEC Representative for Bozrah** – Ongoing need for an appointment to this position

- **Health/Zoning Update- Mayefski, Stanton Hill Road**: Review Emails from Town Attorney- Copies supplied- See attached

13) **Public comment(s):** First Selectman Pianka advised all in attendance of: 1) New tractor/roadside mower has been ordered 2) Wooden guardrails on Hough Road from Bashon Hill Road to Fawn Place to be replaced with metal railings soon by Atlas Companies 3) Scott Hill Road may not be paved this Fall but postponed until Spring due to late budget passing and scheduling (weather) 4) Yankee Institute for Public Policy released a report for Fiscal Health in Connecticut municipalities which will be distributed to all Board of Finance and Board of Selectmen members. Bozrah ranked in the middle of the 169 municipalities.

Evelyn Brown spoke of low income housing being a possibility in town due to sewer and water lines being installed. Cited a recent example in Griswold

Patricia Goff would like to see a larger Charles Long Sports Complex sign installed, like the original, at the Recreation Field.

14) **Adjourn:** Meeting adjourned at 7:43 PM

Respectfully Submitted,
Glenn S. Pianka
First Selectman
TOWN OF BOZRAH
SPECIAL MEETING
BOARD OF SELECTMEN
BOZRAH TOWN HALL
July 19, 2018

Item 1: First Selectman Glenn Pianka called a Special Meeting of the Bozrah Board of Selectmen (BOS) to order at the Town Hall on July 19, 2018 at 6:00 p.m.

Members Present: First Selectman Glenn Pianka, Second Selectman Bill Ballinger and Selectman Zorn

Others present: 2 members of the public

Item 2: Public Comments

No public comments.

Items 3: Approve the minutes of BOS Special Meeting of July 3, 2018

MOTION 1: C. Zorn made a motion to accept the minutes of the BOS Special Meeting of July 3, 2018. B. Ballinger seconded the motion. Vote unanimous – MOTION CARRIED

Item 4: Approve the minutes of the BOS Special Meeting of July 6, 2018

MOTION 2: C. Zorn made a motion to approve the minutes of the BOS Special Meeting of July 6, 2018. B. Ballinger seconded the motion. Vote unanimous – MOTION CARRIED

Item 5: Approve the minutes of joint BOE, BOF and BOS Special Meeting of July 11, 2018

MOTION 3: B. Ballinger made a motion to accept the minutes of the BOE, BOF and BOS Special Meeting of July 11, 2018. C. Zorn seconded the motion. Vote unanimous – MOTION CARRIED

Item 6: Review BOS FY 18/19 budgetary adjustments – DEEP Diesel Emission Mitigation Program

G. Pianka noted the DEEP Diesel Mitigation Program will bring $142,564 in grant money. The sale of the ambulance will bring in $65,000. The town outlay will be $221,328 giving $13,764 of new money. This will be used to purchase two diesel trucks.
B. Ballinger noted the town has spent a lot of money on new equipment and not on public safety so he could not support this purchase.

**MOTION 4:** G. Pianka made a motion to put the DEEP Diesel Mitigation System as notated in two items of the Board of Selectmen's budget. C. Zorn seconded the motion. B. Ballinger opposed. Vote 2-1 - **MOTION CARRIED**

**MOTION 5:** C. Zorn made a motion to approve the Board of Selectmen July 19, 2018 revised budget.

- Capital: $2,800,769
- General Government: $1,577,326
- Total: $4,378,095

G. Pianka seconded the motion. B. Ballinger opposed. Vote 2-1 - **MOTION CARRIED**

**Item 7:** EIE/STEEP Grant

B. Ballinger noted they need to get the EIE before moving on with the project. The engineering firm doing the project cannot do the EIE. B. Ballinger is setting up a meeting with OPM. He will reach out to Cathy Osten and Paul Formica. C. Zorn and G. Pianka are on board for this meeting.

**Item 8:** Monthly Report: Senior Center Services Coordinator

**Item 9:** Monthly Report: Fire Marshal

**Item 10:** Monthly Report: Municipal Agent

**Item 11:** Public Safety Advisory Committee

G. Pianka noted they are forming a committee to discuss public safety and school security. They will reserve the right to draw a line at sensitive issues that should not be public discussion. The committee will be made up of 2 members of the Board of Education, 2 members of the Fire Department, 5 members of the community and 1 member of the Board of Selectmen.

B. Ballinger volunteered to be on the committee as a member of the Board of Selectmen.

G. Pianka noted Fred Allen of Ledyard offered to speak to the committee of his experience with public safety.

**Item 12:** Old Business:

  **NPU Water Line Extension:**
The board was given a map with a route of the 550ft water line.

**CMEEC Representative for Bozrah – Review communication from Senator Heather Somers:**

G. Pianka read aloud a letter from Senator Heather Somers. The letter addressed legal costs of $362,000 CMEEC is facing.

**Health/Zoning Update:**

**Item 13:** Public Comments

Barbara MacFayden commented on the Bozrah Volunteer Fire Department's coverage and funding.

Raymond Barber commented on the sale of the ambulance for $65,000.

Linda Adelman commented on the fire marshal and the senior citizen group's auditing.

**Item 14:** Adjourn

**MOTION 6:** B. Ballinger made a motion to adjourn the meeting at 7:00 p.m. C. Zorn seconded the motion.
Vote unanimous – **MOTION CARRIED**

Respectfully submitted for the Board,

Heather Barber
Recording Secretary
TOWN OF BOZRAH
TOWN HALL
1 RIVER ROAD
BOZRAH, CONNECTICUT 06334

The Bozrah Board of Selectmen held a SPECIAL MEETING on Friday July 27, 2018 at 8:00 A.M. in the Meeting Room of the Bozrah Town Hall at 1 River Road, Bozrah, Connecticut.

MINUTES

1) Call to order/attendance: Meeting called to order at 0800 by FS Pianka
   Full Board of Selectmen in attendance
   One member of the public

2) Public comment(s): None

3) Establish revised Town of Bozrah Fiscal Year 2018/2019 Budget vote date, time, and format:
   MOTION: Ballinger/SECONDED Pianka to take the current budget proposal to Town Meeting.
   PASSED: UNANIMOUS. Date set for Thursday August 2, 2018 at 7PM at the Bozrah Moose Hall due to unavailability of the school (roofing project). Town clerk to advertise/post in the Norwich Bulletin for Saturday July 28, 2018 for proper notification period. Will be posted on website and TWiB as well.

4) Appoint members of the Public Safety Advisory Committee:
   BOE   (2): Mary Elizabeth Lang, (VACANCY)
   BOS   (1): William Ballinger
   FD    (2): Ryan Sholes, Jeremy Tarasevich
   BOF   (1): (VACANCY)
   PUBLIC (5): Fred Potter, Frank Driscoll, Herb Zickwolf, Barbara Macfadyen, Earl Lathrop

   MOTION: Ballinger to conditionally approve appointees and allow FS to fill two vacant positions, quorum number would be six and that the committee report as soon a practicable/SECONDED: Pianka PASSED-UNANIMOUS

5) Public comment(s): Raymond Barber, Goshen Road- Suggests John Lewitz as a BOF representative for the Public Safety Advisory Committee. Is Chief Sholes, as a non-resident, able to serve on this committee? Put this FD/EMT issue as priority ahead of the school security.
6) **Adjourn**: Meeting adjourned 8:21 A.M.

Respectfully Submitted,

Glenn S. Pianka  
First Selectman
Dear First Selectman Pianka:

The Department of Energy and Environmental Protection ("the Department") received your application for a VW NOx Mitigation Grant (Application No. 201809526) on July 30, 2018, with supplemental material submitted on August 7, 2018, and has determined that the application is administratively sufficient. The Department will begin the technical review of the application.

Nothing in this correspondence shall be deemed to preclude the Department from requesting additional information concerning your application. During our review, it is common for questions to arise that require additional information to resolve. The Department will make every effort to work with you to answer such questions. Your prompt response to any requests for additional information will expedite the processing of your application. Please include your application number in any correspondence with the Department about this application.

After closure of the application period and upon completion of the technical review of all grant applications received, the Department will notify applicants if their grant application has been approved or denied. If you have any questions about your application, please contact me.

Sincerely,

Patrice Kelly

Patrice P. Kelly
Sr. Environmental Analyst
Toxics and Mobile Sources Group
Planning & Standards Division
Bureau of Air Management
Connecticut Department of Energy and Environmental Protection
79 Elm Street, Hartford, CT 06106-5127
P: 860.424-3410 | E: Patrice.Kelly@ct.gov
August 15, 2018

Dear NAA Municipal Liaison:

On behalf of Governor Dannel Malloy, I am pleased to provide this e-mail as notification that your municipality’s 2018 Neighborhood Assistance Act (NAA) proposals have been approved for inclusion in this year’s NAA Program.

Refer to the attached list of approved NAA programs to reference your municipality. In addition, the list is also available on the Department of Revenue Services (DRS) website at www.ct.gov/drs.

The 2018 Business Application, NAA-02, can also be found on our website at the above address. Businesses wishing to sponsor one or more approved NAA programs must submit their applications to the DRS beginning September 15, 2018 through October 1, 2018. Businesses may email their Form NAA-02 to NAAProgram@ct.gov. Applications may also be mailed or hand delivered. No fax transmissions will be accepted.

The amount of tax credit available for contributions to certain energy conservation programs is 100%. All other programs remain at 60%. Businesses may receive up to $150,000 in credit, while the nonprofit agencies may receive up to $150,000 in contributions.

Any questions may be directed to Susan Sherman or Mike Galliher at (860) 297-5687.

Lastly, please acknowledge receipt of this e-mail so that we know you have received it.

Sincerely,

Scott D. Jackson
Commissioner of Revenue Services
## Bozrah

### 2018 Approved Neighborhood Assistance Act Programs

<table>
<thead>
<tr>
<th>Organization</th>
<th>Program Title</th>
<th>Credit Percentage</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Bozrah</td>
<td>Village District Sidewalk Design</td>
<td>60%</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
LICENSE AGREEMENT

Agreement made as of this ___ day of August, 2018, by and between Brush Hill Dairy, LLC, with a place of business at 87 Brush Hill Road, Bozrah, Connecticut (hereinafter "Company") and the Town of Bozrah, 1 River Road, Bozrah, Connecticut (hereinafter "Town").

WHEREAS, the Town is the owner of 7.75 acres, more or less, of real property adjacent to the Yantic River and commonly known as Riverwalk located on the southeasterly side of Stockhouse Road (hereinafter referred to as "Subject Property"); and

WHEREAS, Company is seeking permission from the Town in order to mow and hay the Subject Property; and

WHEREAS, the Town is agreeable to granting permission to Company for such use of the Subject Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. The Town grants to Company a license to mow and hay the Subject Property, provided, however, that the Company make responsible improvements to the Subject Property and mowing grounds for the purpose of hay production, including, but not limited to, plowing, seeding, over-seeding and fertilization of the Subject Property, all at the sole cost and expense of the Company.

2. Company expressly agrees that it does not and shall not claim, at any time, an interest or estate of any kind or extent whatsoever to any part of the Subject Property by virtue of the rights granted under this License Agreement or its occupancy or use under this Agreement.

3. The term of this License Agreement shall be retroactively from July 1, 2018, until June 30, 2023, at which time is shall terminate, unless sooner terminated as provided herein. Company shall be no rent / ______ per year as rent for this License Agreement.

4. Company shall be responsible for the regular maintenance and upkeep of the Subject Property, as in keeping the area clean and removing all refuse. Nothing herein shall be interpreted to require any repairs to the Subject Property by Company except for such repairs as necessitated by damage caused by Company, its agents or employees, or Company’s equipment, in their use of the Subject Property.

5. The Town shall not be liable for indirect, special or consequential damages (including, without limitation, business interruption or lost profits) even if advised of the possibility of such damages. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Company more than one (1) year after the events which give rise to the cause of action occurred.
6. Company covenants and agrees to indemnify and hold harmless the Town, its agents, servants and employees from any and all liabilities, claims, demands, suits, damages, including damages arising from personal injury or death, losses and causes of action, which may be made against or incurred by the Town arising out of the use pursuant to this License Agreement, including but not limited to, any personal injury or death, losses and causes of action as a result of any equipment used by the Company. Furthermore, Company shall provide insurance for its use of the Subject Property and name the Town of Bozrah as an additional insured under said insurance policy in amounts satisfactory to the Town. Additionally, Company expressly agrees to meet any insurance requirements that the Town’s insurance company may require as a result of Company’s use of the Subject Property.

7. The Town does not warrant or represent that the Subject Property is safe, healthful, or suitable for the purposes for which it is permitted to be used by Company.

8. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut, and the parties expressly agree that any lawsuit brought to enforce any rights, duties, or obligations whatsoever under this License Agreement shall only be brought in the Connecticut Superior Court, Judicial District of New London. Moreover, if any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction, or shall be rendered invalid by any change in applicable laws or for any other reason, the invalidity of such provision shall not affect any of the remaining provisions thereof.

9. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party accept to the extend incorporated in this Agreement.

10. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each other or an authorized representative of each party.

11. Any notice for or concerning this Agreement shall be deemed sufficiently given and sent by certified or registered mail, if sent to the respective addresses of each party as set forth as follows:

   As to the Town: Town of Bozrah
                  Attn: First Selectman
                  1 River Road
                  Bozrah, CT 06334

   As to Company: Brush Hill Dairy, LLC
                  Attn: Texas Moon
                  87 Brush Hill Road
                  Bozrah, CT 06334
12. The rights of Company under this Agreement are personal to Company and may not be assigned or transferred to any other person, firm or corporation, or other entity without the prior expressed and written consent of the Town of Bozrah. Any attempt to assign or transfer the rights under this Agreement without the prior expressed and written consent of the Town shall immediately make this Agreement null and void.

13. Company shall have the authority to terminate this License Agreement before the end of the term set forth in Paragraph 3 herein by providing the Town with no less than thirty (30) days written notice prior to the termination date.

14. If Company shall default in the performance or observance of any of the terms or conditions in this License Agreement and shall not cure said default within fifteen (15) days after written notice from the Town specifying the default, the Town may, at its option, terminate this License Agreement effective immediately after the passing of said fifteen (15) days.

15. In the event that the Town files any action to enforce its rights in relation to this Agreement, Company shall be liable to the Town for payment of all costs, including reasonable attorney’s fees, incurred by the Town in enforcing said rights.

16. The failure of any party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition; but the obligations of the parties with respect thereto shall continue in full force and effect.

COMPANY

By:
Its Duly Authorized

TOWN OF BOZRHA

By: Glenn Pianka
Its Duly Authorized First Selectman