

TOWN OF CANTON BOARD OF SELECTMEN
Regular Meeting Agenda
Wednesday, February 10, 2016 at 7:00 pm
Community Center, 40 Dyer Avenue, Conference Room F
Consideration of and possible action on the following items

I. PLEDGE OF ALLEGIANCE

II. PUBLIC PARTICIPATION *(3 minute time limit per speaker on any item)*

The Board of Selectmen welcomes and encourages the public to speak during the Public Participation portion of the agenda. The purpose of public participation is to communicate to the Board of Selectmen any concerns or comments that members of the public may have. The public may speak on any topic, including items mentioned on the Agenda. There is a time limit of 3 minutes per speaker for a total cumulative time of 15 minutes. The cumulative time may be extended on a case by case basis by a vote of the Board of Selectmen. The time limit cannot be yielded to another individual. In most circumstances this will be the public's only opportunity to comment. The Board of Selectmen will discuss the agenda items below with invited public officials and/or guests. It is important that the Selectmen allow this time for its exclusive use so that the agenda items can be properly presented and debated among members of the Board.

Most of the documents reviewed by the Board of Selectmen at tonight's meeting can be located at <http://www.townofcantonct.org/content/6662/default.aspx> or by scanning the QR code below.



III. APPOINTMENTS / RESIGNATIONS

- A. Appoint Lansford Perry to CRCOG Regional Planning Commission as primary appointee and David Evans as an alternate for a term to expire December 31, 2016.
- B. Resignation of Margaret Pinton from the Commission on Aging effective immediately.

IV. ADOPTION OF CONSENT AGENDA

- A. Refund of Taxes pursuant to Connecticut General Statutes 12-129
- B. Approval of Board of Selectmen Minutes: 01-27-2016 Regular Meeting
- C. Approval of Board of Selectmen Minutes: 01-28-2016 Special Meeting

V. CONSIDERATION OF OLD BUSINESS

- A. Review and possibly approve the proposal to construct a dog park at 79 Dowd Avenue

VI. CONSIDERATION OF NEW BUSINESS

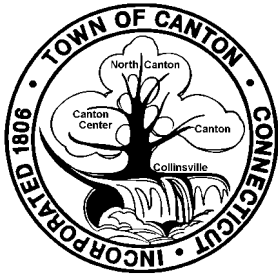
- A. Acceptance of a donation in the amount of \$7,703 from the Cherry Brook Primary School PTO for the purpose of purchasing and installing a shade structure at the Cherry Brook School playground.
- B. Review of the Chief Administrative Officer's proposed 2015-2016 Board of Selectmen Budget.

VII. COMMUNICATIONS FROM THE CAO, TOWN AGENCIES, OFFICIALS AND/OR OTHER GOVERNMENTAL AGENCIES AND OFFICIALS

- A. First Selectman's Report
- B. CAO Report

X. REMARKS BY SELECTMEN

XI. ADJOURNMENT



PLANNING & ZONING COMMISSION
Canton, Connecticut Inc. 1806
4 Market Street, Collinsville, Connecticut 06022

TO: Board of Selectmen

FROM: Renee Narducci, Land Use Coordinator

CC: Neil S. Pade, AICP, Director of Planning & Community Development
Robert Skinner, Chief Administrative Officer

SUBJECT: 2016 CRCOG Regional Planning Commission Appointment Notification

DATE: February 1, 2016

Good Afternoon,

At the regular meeting on Tuesday, January 19, 2016, the Canton Planning & Zoning Commission recommended Mr. Lansford Perry as the primary member and Mr. David Evens as the alternate member to the 2016 CRCOG Regional Planning Commission.

-----Original Message-----

From: Giorgio Pinton [mailto:gapinton@earthlink.net]

Sent: Wednesday, February 03, 2016 11:25 AM

To: Hill, Leslee; Cote, Claire; Lori Klussendorf

Subject: Commission on Aging

With this e-mail I tender my resignation from the Town of Canton Board on Aging.

It is with deep regret that I have finally brought myself to this decision, but health matters have intruded on my energies to such a degree that I can no longer be of real value to the Board and to the Senior Services.

Claire, Nicolle, and all the members are effective, concerned, delightful people with whom I shall miss interacting (I may still pop in from time to time to your meetings!). My consolation is that my resignation will give space to one of our involved and knowledgeable alternates to become a regular voting member.

Margaret (Peggy) Pinton



2nd Half of January 2016 Tax Refunds to be Approved

REFUND TO BE SENT TO:	REFUNDED PARTY IS:	MAILING ADDRESS	NOTES	PROPERTY DESCRIP. or LAST 6 OF VIN #	BILL #/ GL ACCT #	TYPE OF TAX	REASON	AMOUNT	
Hyundai Lease Titling Trust	Leasing Company	PO Box 198069 Nashville, TN 37219	Bill paid prior to Certificate of Change	VIN 086128 REG 347YDO	14-03-54381 / 31100	Motor Vehicle	Certificate of Change made by Assessor	\$ 267.66	
Collinsville Savings Society	Mortgage Company	PO Box 350 canton, CT 06019	Bank overpaid	4 Eastview Dr- Bradley	14-01-2460004 / 31100	Real Estate	Overpayment	\$ 65.66	
Tucker, Eric N	Property Owner	107 West Mountain Rd Canton, Ct 06019	Bill paid prior to Certificate of Change	VIN 098391 REG PHYS6	14-03-59194 / 31100	Motor Vehicle	Certificate of Change made by Assessor	\$ 33.48	
TOTAL								\$ 366.80	

**DRAFT MINUTES
CANTON BOARD OF SELECTMEN
Wednesday, January 27, 2016, Regular Meeting
Community Center, 40 Dyer Avenue, Conference Room F, 7:00 pm**

Selectmen Present: First Selectman: Leslee Hill, Selectmen: Beth Kandryawatz, William Canny, Larry Minichiello, & Thomas Sevigny

Absent: None

Also Present: Chief Administrative Officer Robert Skinner, Director of Parks and Recreation Joshua Medeiros, and Recording Secretary Jennifer Scott

L. Hill called the Regular Meeting of the Board of Selectmen to order at 7:00 pm.

I. PLEDGE OF ALLEGIANCE

MOTION: B. Kandryawatz moved to amend the agenda by adding under CONSIDERATION OF NEW BUSINESS Section C "Review and possibly approve the submittal of an application for a Recycling Rewards grant in the amount of \$7,000 to purchase recycling containers and supporting materials to enhance recycling at municipal buildings". W. Canny seconded the motion. The motion passed unanimously, 5-0-0.

II. PUBLIC PARTICIPATION

1. David Lasprogato of 8 Woodridge Circle spoke in favor of the proposal to construct a dog park. He stated that the dog park would be a welcome feature for the town because socialized dogs are less likely to be dangerous, it would be a safe place for dogs to release energy, and it would be a place for residents to share best practices for dog ownership.
2. Mary Fletcher of 157 Main Street encouraged the Board to proceed with the hydroelectric facility proposal. She stated that it is a project that she supports and hopes that the members consider it carefully and objectively.
3. Marin Shealy of Rivers Edge spoke in support of the dog park and encouraged the members to support it as well.
4. Tom Blatchley did not speak in favor or against the proposal for the dog park but said that we need to further understand what the responsibilities of the town would be. He also noted that a survey for the dog park was sent out to the registered dog owners and he thinks all of the town residents, whether dog owners or not, should have received the survey and had a chance to respond.
5. Leslie Barrett of 2 Canton Valley Cir stated that Canton desperately needs a dog park. Currently, she said that residents have to drive to Simsbury or Granby to socialize their dogs. She added that those dog parks are maintained by the users and funded by donations and Canton could do the same.
6. Sarah Bailey of 100 West Rd stated that she feels the dog park is a wonderful idea because well socialized and exercised dogs are great for the community.
7. Tim Scull of 150 Cherry Brook Rd and owner of Canton Clay Works said he was 100% in favor of the dog park and stated his intention to be an annual sponsor. His opinion was that the proposed dog park would be more than just about the dogs but also about community and bringing people together.

8. Julie Rush of 40 Wilder's Pass stated her support for the proposal to construct a dog park for the same reasons that have already been stated.
9. Rebecca Andrews of 7 Mills Ln and Canton Parks and Rec Committee Chair spoke to some of the concerns of the residents stating that the intention is for the dog park to be virtually independent with the town having very limited responsibility. She said that they are just looking to have a safe outdoor space where residents can socialize their dogs.
10. Sue Knaub of 28 Sweetheart Mountain Rd said that she was in favor of constructing a dog park in Canton because like others, she currently drives out to Simsbury to exercise her dog at their park. She also suggested that a dog park could draw dog owners from neighboring towns potentially bringing business to local merchants.
11. Ben Garson, owner of Dogology stated that he fully supports the proposal for a dog park, plans on becoming a sponsor, and is excited for the opportunity.
12. Anil Mehta of 75 Dowd Ave did not speak for or against the dog park. He commented that the town's resources are limited and the emphasis should be on the people. He said that we should think very seriously about how we want to spend our resources in terms of both time and money. He also stated that the property that has been proposed for the construction of the dog park should remain open space and untouched.
13. Cody Barrett of Canton Valley Cir said that a dog park would be great for our town and feels it could be self maintained by users and sponsors.
14. Gail Deutsch of 2 Frey Rd stated that she thinks a dog park in Canton would bring people in the community together in a very positive way.
15. Amy Robison of 5 Foxcroft Lane stated that she thinks that a dog park would benefit not only the dogs but the people of the community and would require little fiscal responsibility from the town.
16. Christina Steals of 300 Albany Turnpike thinks a dog park would be a great resource for new members of the community like herself to meet people and learn about the area. She said it's so much more than just about the dogs.
17. Alan Duncan of 60 Case Street and Friends of the Canton Dog Park member stated that his group has pledged that the dog owners who use the park will finance it and will not ask for a dollar from the town.
18. Barry Deutsch of 2 Frey Rd spoke in support of the dog park stating that it would give people from outside the community or people traveling through an opportunity to exercise their dogs and enjoy the Canton community.
19. Emily Miskey of 61 Dunne Ave spoke in support of the dog park because it would provide a free place to socialize dogs for those residents that may not be able to afford an expensive doggie daycare. She also said that she would volunteer to help out at the dog park in whatever capacity needed.

III. PRESENTATION

- A. Presentation by the Fire Marshal of the Fire Prevention Poster Contest winner

Canton Fire Marshal Tim Tharau presented the award certificate to Fire Prevention Poster Contest winner, Canton Intermediate School student, Sophia Robison. Mr. Tharau also presented Canton Intermediate School art teacher, Mrs. Costello, with a plaque recognizing her continued commitment to the Fire Prevention Poster Contest each year.

- B. Presentation by the Director of Parks & Recreation of a proposal to construct a dog park at 79 Dowd Avenue

Director of Parks and Recreation, Josh Medeiros gave a presentation proposing the construction of a 1-acre dog park at 79 Dowd Avenue. He spoke about the need for a dog park in Canton and the many benefits that would result in its construction. He also reported the findings of a survey that was emailed to 635 of Canton's registered dog owners which revealed that 83% of respondents were in favor of the dog park. Mr. Medeiros next discussed the potential location for the dog park which is the 7-acre Maglaty Property on Dowd Avenue off Commerce Drive of which 1-acre would be used for the park. He stated the many appealing features of this property including the low maintenance and shady forest landscape, its connection to the Farmington River Trail, limited residences, and easy accessibility. Mr. Medeiros said that the acquisition of the Maglaty Property would require a land swap deal with the Canton Land Trust who currently owns the parcel. There are three separate town-owned parcels on Westwood Drive totaling 28 acres that have been proposed by the Canton Land Trust for the swap. Mr. Medeiros estimated the cost of constructing the dog park at \$30,000 and the operating costs to total approximately \$4,000 annually. He stated that the intention is for this project to be fully funded by the Friends of the Canton Dog Park which is a sub-committee of the Canton Parks and Recreation Committee. The Friends of the Canton Dog Park plans to achieve the funding through community donations, annual fundraising events, and business sponsorship. Mr. Medeiros stated that a memorandum would have to be drafted between the town and the Friends of the Canton Dog Park that would outline each entity's roles and responsibilities as it relates to the park. Next, he spoke about educating the public on the rules and regulations at the dog park as well the liability implications citing CT General Statute Sec.22-357 which places liability on the owner of the dog. Finally, Mr. Medeiros requested that the Board of Selectmen authorize the land swap with the Canton Land Trust, grant First Selectman Leslee Hill authorization on any necessary land use applications, and approve the dog park project allowing the Friends of Canton Dog Park to begin fundraising initiatives.

B. Kandrysawtz requested additional size and value information for the Westwood properties currently owned by the town that would be included in the swap with the Canton Land Trust. R. Skinner stated that the Westwood parcels are 16.5 acres, 4.2 acres, and 7.3 acres and they were given to the town as part of that subdivision. He said that these parcels are dedicated to open space and abut or are close to other Land Trust owned property. L. Hill asked how the Land Trust plans to use the Westwood parcels and stated her concerns for neighboring homeowners. Mr. Medeiros responded that he would have to look into what the Land Trust's intentions are with the properties.

Mr. Skinner asked what use restrictions the Board would want to put on the Land Trust as part of the land swap deal. It was agreed that it is preferable that the Westwood parcels remain open space. The group also discussed that because of tension lines running along that area and because of the terrain, the potential use beyond open space is unlikely.

B. Kandrysawtz shared her concerns with the potential inequality of the land swap deal and asked why the town would want to swap 28-acres of land for 7-acres of land. Mr. Skinner stated that they did not look at it as a dollar for dollar swap but said they could do that financial analysis if the members would like. He said they viewed it as a benefit to both parties because the Maglaty property abuts the trail and other town owned property and the Westwood properties abut other Land Trust

owned property. He also said that the hope is always to put land in the hands of owners who will take care of it and the Land Trust has proven to be good stewards of the property that they own.

Ms. Kandrysawtz brought up some concerns that may have not been originally considered including added liability risk and tree maintenance which would increase the estimated operating budget that was presented. She also stated her uncertainty about passing off enforcement responsibilities to the volunteer Friends group. Mr. Medeiros replied that there will be mechanisms in place to deal with issues and the Parks and Rec department will be a part of that process. Mr. Skinner added that if it rises to that level, town staff will have to get involved.

R. Skinner walked the group through all of the next steps and Land Use approvals that would need to take place in order to move forward with the dog park proposal. T. Sevigny asked if a contractual agreement would have to be made between the Friends of Canton Dog Park and the town. Mr. Skinner replied that there would not necessarily be a contract but something would be written up that would outline each parties' roles and responsibilities. Because the Friends group would be responsible for fundraising, the Board expressed their preference that it obtain, if the group so desires, official 501(c)3 status. Ms. Hill stated that this would create a deeper level of commitment and should make the fundraising easier from a tax stand point.

Ms. Kandrysawtz expressed her concern that the survey conducted was not representative of a large enough portion of the population to be able to move forward with a project that would use the town resources of time and money. She also commented however that it may be reflective of the wants of a segment of the community that is not always heard. L. Hill stated that if this were to go through to Land Use public hearings, it will create additional opportunity for public input.

Mr. Minichiello asked about the genesis of the project and if they had looked at other locations. Mr. Skinner said that during his tenure the request for a dog park had come across his desk multiple times but for some reason or another, the project never gained traction. Mr. Medeiros stated that they had looked at 5 or 6 other locations that were a mix of town and Land Trust owned parcels.

The Board chose to table a decision on the dog park until the February 10th meeting to obtain more information on anticipated insurance and maintenance costs, the Friends group position on establishing themselves as a separate legal entity, and the opinions of the public and abutting land owners. The members are also seeking feedback from neighboring towns that have dog parks on their success rate with fundraising efforts and volunteers, statistics on use, and also what issues or incidents they have experienced.

IV. APPOINTMENTS / RESIGNATIONS - None

V. ADOPTION OF CONSENT AGENDA

- A. Refund of Taxes pursuant to Connecticut General Statutes 12-129
- B. Approval of Board of Selectmen Minutes: 01-13-2016 Regular Meeting

MOTION: T. Sevigny moved to approve the Consent Agenda. B. Kandrysawtz seconded the motion. The motion passed unanimously, 5-0-0.

VI. CONSIDERATION OF OLD BUSINESS

A. Review status of the hydro-electric facility proposal on the Farmington River in Collinsville.

R. Skinner led the group through a presentation on the status of the hydroelectric facility proposal on the Farmington River in Collinsville. He educated the group on how hydroelectric power works and the components of the system. He went on to provide a brief history of the existing dam and power house system that was constructed and used by the Collins Company. When the Collins Company closed in 1965, the use of the system was discontinued and the hydroelectric facility was given over to the State. Next, Mr. Skinner described the licensing history of the facility after the State took ownership. Most recently, Summit Hydro Power received a final license to develop the facility which has since been rescinded due to inactivity. In 2008-2009, the Town of Canton applied for and was issued a Federal Energy Regulatory Commission (FERC) preliminary license to secure rights for development prior to applying for a permanent license.

Mr. Skinner then described a few of the major issues associated with getting the facility up and running. Since the facility is owned by the State, the CT Department of Energy and Environmental Protection (DEEP) has been given authorization to lease the hydroelectric facilities for use by the Town of Canton. The process of obtaining a FERC permanent license is very costly and time consuming. Consequently, federal legislation called the Collinsville Renewable Energy Production Act was signed into law in 2014 which allows for certain hydroelectric licenses to be reinstated or transferred. The Town of Canton has again applied to have the license transferred. Mr. Skinner said that the application has been accepted and is in progress. The final major issue facing the town for getting the facility up and running is if it will be profitable to a potential developer. Mr. Skinner cited two CT state programs (Virtual Net Metering (VNM), and Zero Emission Renewable Energy Credits (ZRECs)) where credits are issued as incentive to producers of renewable energy. He provided examples to the group which showed how the value of the energy produced increases with VNM and ZRECs and how that translates into profits for the producer of the electricity. Mr. Skinner stated that a Power Purchase Agreement would explain what benefit if any the town would receive.

R. Skinner said that the town has signed on to partner with Canton Hydro, LLC to work on the hydroelectric facility project. He said that the expertise from Canton Hydro is necessary for a project such as this. He updated the members on the work that has taken place in the past three months including reviews of the Development and Power Purchase Agreements, structural reviews and equipment selection. He also provided an update on the FERC permanent license transfer which is ongoing at this time.

Lastly, Mr. Skinner went over the next steps that need to be taken which are finalizing the development, power purchase, and state lease agreements, increasing the cap on VNM and apply for VNM credits and ZRECs, complete filings with FERC and begin comment period, and complete any necessary additional studies.

Further discussion on the hydroelectric project will take place in Executive Session.

- B. Review and possibly approve submittal of a Responsible Growth and Transit-Oriented Development (TOD) Grant in the amount of \$1,297,100 for the purpose of funding streetscape and other public improvements in Collinsville.

R. Skinner stated that this is an opportunity to get funding for Phase II of the streetscape project.

MOTION: B. Kandrysawtz moved to approve the submittal of a Responsible Growth and Transit-Oriented Development (TOD) Grant in the amount of \$1,297,100 along with the accompanying resolution for the purpose of funding streetscape and other public improvements in Collinsville and authorize the First Selectman to execute any necessary documents. T. Sevigny seconded the motion. The motion passed, 4-1-0 with L. Minichiello objecting. Mr. Minichiello stated that his objection is keeping in line with his belief that less taxation from the state would provide the town more funds to support projects as they see fit.

- C. Appoint temporary Steering Committee to assist with creating a Tax Increment Financing Master Plan for Collinsville.

L. Hill named those who have been selected for the temporary Steering Committee to assist with creating a Tax Increment Financing Master Plan for Collinsville. She also defined the role and responsibilities of the Steering Committee for the members. She said that because it is not a town agency and more of an informal working group, approval from the Board of Selectmen is not required.

VII. CONSIDERATION OF NEW BUSINESS

- A. Review and possibly approve waiving the option to purchase property located at the intersection of River Road and Route 44 pursuant to Connecticut General Statute 3-14b.

R. Skinner said that before the DOT can sell or convey a piece of property to a resident, they are required to offer it to the town (right of first refusal) at the same rate that they are selling it to the resident. In this case, the resident or buyer is the Saybrook Fish House who has been negotiating with the state to purchase property that abuts their own at the intersection of River Road and Route 44. The Saybrook Fish House would use the land for increased economic development.

MOTION: B. Kandrysawtz moved to approve waiving the option to purchase property located at the intersection of River Road and Route 44 pursuant to Connecticut General Statute 3-14b. T. Sevigny seconded the motion. The motion passed unanimously, 5-0-0.

- B. Approve acceptance of the Capital Area Substance Abuse Council Local Prevention Grant in the amount of \$3,009 and authorize the Chief Administrative Officer to sign any necessary documents.

R. Skinner stated that this is a grant the town receives every year that is used by the Youth Services Group to support their substance abuse prevention programs.

MOTION: B. Kandrysawtz moved to approve the Capital Area Substance Abuse Council Local Prevention Grant in the amount of \$3,009 and authorize the Chief Administrative Officer to sign

any necessary documents. T. Sevigny seconded the motion. The motion passed unanimously, 5-0-0.

- C. Review and possibly approve the submittal of an application for a Recycling Rewards grant in the amount of \$7,000 to purchase recycling containers and supporting materials to enhance recycling at municipal buildings.

R. Skinner said that this is a grant put forward by Public Works that would be used to purchase recycling containers for municipal buildings. Mr. Skinner stated that obtaining the appropriate containers and supporting materials through this grant will assist them in their efforts to improve the amount of trash being recycled at municipal buildings.

MOTION: T. Sevigny moved to approve the submittal of an application for a Recycling Rewards grant in the amount of \$7,000 to purchase recycling containers and supporting materials to enhance recycling at municipal buildings. L. Hill seconded the motion. The motion passed, 4-1-0 with L. Minichiello objecting. Mr. Minichiello stated that his objection is keeping in line with his belief that less taxation from the state would provide the town more funds to support projects as they see fit.

VIII. COMMUNICATIONS FROM THE CAO, TOWN AGENCIES, OFFICIALS AND/OR OTHER GOVERNMENTAL AGENCIES AND OFFICIALS

- A. First Selectman's Report – L. Hill stated that she and Mr. Skinner have selected four firms to interview as part of the attorney selection process. She asked the members if they would prefer to be a part of the interview process or if they would prefer that she and Mr. Skinner interview the candidates on their own and provide their recommendation to the Board. The members expressed their desire to have Ms. Hill and Mr. Skinner conduct the interviews and report back their recommendation at the second February Regular Meeting.
- B. CAO Report
- C. Correspondence
 - a. Canton Food Bank
- D. Monthly Report
- E. Absentee Record

X. REMARKS BY SELECTMEN

MOTION: B. Kandrysawtz moved to go into Executive Session to discuss contractual negotiations involving the development of hydro-electric facilities on the Farmington River in Collinsville pursuant to Connecticut General Statutes Section 1-200(6)(e). T. Sevigny seconded the motion. The motion passed unanimously, 5-0-0.

XI. EXECUTIVE SESSION

Discussion of contractual negotiations involving the development of hydro-electric facilities on the Farmington River in Collinsville pursuant to Connecticut General Statutes Section 1-200(6)(e)

The members exited the Executive Session at 10:22 pm.

X. ADJOURNMENT

The Regular Meeting of the Canton Board of Selectmen adjourned at 10:23 pm. T. Sevigny motioned with B. Canny seconded the motion. The motion passed unanimously, 5-0-0.

DRAFT MINUTES

Town of Canton Board of Selectmen
Special Meeting
Thursday, January 28, 2016 at 7:00 pm
Community Center, 40 Dyer Avenue, Conference Room F

PRESENT: First Selectman Leslee Hill, Selectmen: Thomas Sevigny, Bill Canny, Beth Kandryawatz and Larry Minichiello

ABSENT: None

ALSO PRESENT: Chief Administrative Officer Robert Skinner, Town Planner Neil Pade and Land Use Coordinator Renee Narducci

L. Hill called the special meeting of the Board of Selectmen to order at 7:00 p.m.

I. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

II. PUBLIC PARTICIPATION – Mr. Lansford Perry spoke about the Canton Center Historic District Commission and stated his concerns regarding the lack of commission members. At this time, the commission is unable to meet due to a lack of a quorum, which is negatively impacting individuals who have applications before the commission for review/approval. L. Hill stated that a review of the commission will be conducted since there is no benefit to have a commission that is unable to meet and serve as an aide to the public.

III. NEW BUSINESS

A. Introduce members of the Board of Selectmen – All members of the Board introduced themselves and provided a history of their experience working with the various boards and commissions in town.

B. Introduce all agency Chairs in attendance; recognize other members present – The agency chairs present introduced themselves, as well as other members who were in attendance. Many of the agency chairs or their representatives summarized their agency's objectives, goals, concerns and priorities for the year. The following agency chairs/representatives were present:

- Mr. Brian Miller, Member, Parks & Recreation Commission
- Mr. David Bondanza, Chairman, Planning and Zoning Commission
- Mr. David Kubas, Chairman, Board of Ethics
- Mr. David Madigan, Secretary, Energy Committee
- Mr. Glen Barger, Member, Youth Services Bureau
- Mr. Jonathan Thiesse, Secretary, Planning and Zoning Commission
- Mr. Lance Hansen, Member, Farmington River Coordinating Committee
- Mr. Peter Reynolds, Chairman, Permanent Municipal Building Committee
- Mr. Robert Bessel, Chairman, Economic Development Agency
- Mr. Robert Suttmiller, Chairman, Water Pollution Control Authority
- Mr. Ronald Dymicki, Member, Permanent Municipal Building Committee
- Mr. Stephen Veillette, Chairman, Collinsville Historic District Commission
- Mr. Stuart Greacen, Co-Chairman, Water Pollution Control Authority
- Ms. Karen Berry, Member, Permanent Municipal Building Committee
- Ms. Laura Meheran, Member, Youth Services Bureau
- Ms. Lori Kluessendorf, Chairman, Commission on Aging
- Ms. Maureen Flynn, Secretary, Conservation Commission
- Ms. Maureen Wallison, Co-Chairman, Commission on Aging
- Ms. Sara Faulkner, Chairman, Conservation Commission
- Ms. Sarah Cheney, Chairman, Canton Housing Authority

C. **Agency Chairs or their representatives give brief summary of their agency's goals/priorities for the coming year** – This agenda item was discussed as part of Item B under NEW BUSINESS.

D. **Review of Board of Selectmen Goals** – L. Hill provided an overview of the Board's goals and objectives, which were provided as a handout to those in attendance. The goals primarily focus on what can be achieved within the next year; however, that does not mean that lengthier goals are put off. Projects that will take more than 12-18 months are still on the radar, just not on this list. L. Hill stated that these goals reflect the objectives of the community and any feedback is appreciated. The idea of having goal review as an agenda item for all boards and commissions every quarter was presented, along with the need for open communication.

E. **Presentation by Neil Pade on POCD Implementation** – Mr. Pade provided a brief overview on the Plan of Conservation and Development (POCD) and where things currently stand. One of the biggest underlying concerns is knowing where we want to go as a community and how to get there. Mr. Pade discussed the strategies outlined in the POCD, as well as the implementation component and fundamental values. Review of the POCD was recommended to be on the agenda of all boards and commission as a regularly discussed topic. In order to present a status update to the Board of Selectmen in June 2016, it has been requested that all boards and commissions submit a status update by the end of March. It was also noted that both T. Sevigny and B. Canny have volunteered to be on the Plan Implementation Committee.

F. **Discuss ongoing communication and future meetings** – L. Hill spoke in regards to having commissions come before the Board of Selectmen at various times in order to present their goals, concerns and any outstanding issues. L. Hill also asked those in attendance for suggestions on how to open up communication between the various boards and commissions, as well as how often to hold meetings such as these. S. Faulkner expressed thanks to L. Hill for holding the meeting and how the Board of Selectmen shared their vision and focus on the POCD. B. Bessel suggested the idea of conducting workshops in order to tackle some of the goals developed by the Board of Selectmen. J. Thiesse encouraged everyone to provide feedback on the POCD to the Plan Implementation Committee, whether its changes, suggestions, revised goals, etc. B. Kandryawatz suggested the idea of holding another meeting with the various boards and commissions early in July 2016, once the POCD update has been provided.

IV. **ADJOURNMENT** – MOTION: T. Sevigny moved to adjourn the special meeting of the Board of Selectmen at 8:10 p.m. L. Minichiello seconded the motion, which passed unanimously.



TOWN OF CANTON
FOUR MARKET STREET
P.O. BOX 168
COLLINSVILLE, CONNECTICUT 06022-0168
OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

**BOARD OF SELECTMEN MEETING AGENDA
SUBMISSION FORM**

Title of Submission:

Canton Dog Park Proposal- Follow-up

Date of Submission:

2/8/2016

Date of Board Meeting:

2/10/2016

Individual or Entity making the submission:

Joshua Medeiros, Director of Parks and Recreation
Town of Canton

1. **Action requested of the Board of Selectmen (Acceptance of gift, approval to submit grant application, 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:

The Canton Parks and Recreation Department, Parks and Recreation Commission and the Friends of Canton Dog Park group are requesting permission from the Board of Selectman to approve moving forward with fundraising for a Dog Park for the Town of Canton.

2. **Individual(s) responsible for submission (Please include complete contact information. If requested, the identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.)**

Joshua Medeiros, Director of Parks and Recreation 860-693-5808 jmedeiros@townofcantonct.org

3. 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 Canton; (iv) other information that will inform the Board of Selectmen’s consideration of your submission. Include any additional information in an attached memorandum.)

- 1.) **Liability/Insurance:** Betsy Biernat and Colleen White at CIRMA said the creation of the dog park would have **no direct cost** to the Town of Canton but that it would increase our *exposure*. They said Ryan Wells, Risk Manager from CIRMA can help us draft the language surrounding rules/policy that can help minimize exposure.
- 2.) **Incidents in Other Towns?** The information below was received from Gerry Toner (Simsbury Parks & Rec Director) and Tom Tyburski (Granby Parks & Rec Director).

Granby Dog Park: (open since 2006-10 years in operation)

- 1.) Do not keep count of users but the park is usually always occupied from dawn to dusk. Incidents maybe 1 per year (if that). The Dog Park Committee “policies” the park and on rare occasions the Dog Warden/Animal Control Officer is asked to speak to offending parties. Only once in 10 years did he have to send a formal letter to someone.
- 2.) The **Friends Committee is not 501c3**- their budget sits in the Rec Department’s Special Revenue Fund. The Dog Park is self-sustaining and the town provides minimal support.
- 3.) The group fundraises for the cost of wood chips, dog poop bags, trash pickup, the port a let near the park and any equipment purchases. The Town Public Works Dept has only stepped in when extreme circumstances such a tree limb falling into park or on the fence, or if park flooding caused some kind of damage.

Simsbury Dog Park: (open since 2009- 7 years in operation)

- 1.) 25-50 users per day.
- 2.) Not many incidents at all that the Director could recall. Town’s animal control offer assists the dog park committee in resolving it.
- 3.) **The Friends Committee is not a 501c3**- they make annual reports to Parks & Rec Commission.

Below is the property to be conveyed. The Westwood properties are owned by the Town of Canton.

Property	Acres	Zone	Appraised Value
4 Westwood	16.52	AR-3	16,520
6 Westwood	4.28	AR-3	4,280
7 Westwood	7.39	AR-3	7,390
79 Dowd Avenue	6.89	R-2	34,457

4. 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:

From: CBPS PTO [mailto:info@cbps-pt.org]

Sent: Sunday, February 07, 2016 7:18 PM

To: Skinner, Robert

Subject: Cherry Brook Shade Canopy

Evening Bob,

I hope that 2016 is off to a great start! I'm reaching out to connect on the final pieces of the Cherry Brook playground project. As part of the third phase, the PTO proposed adding the ground level play components (ball shoot, see-saw, bus climber, and sandbox) and included in the plan was a shade canopy for above the sandbox.

At the time the ground level play pieces were ordered the PTO only had enough funds to cover the pieces themselves, but not the estimated \$8,000 it would cost for the shade canopy. As such, the PTO decided to purchase what we could afford and try once more to get the American Academy of Dermatology's Shade Structure grant. The grant is awarded by the AAD in February each year. As you may recall, last year the CBPS PTO applied to have a portion of the pavilion covered through this grant. Unfortunately similar to last year, we found out on Friday that our application for the shade canopy this year was not one of those (19 out of 130+ applications) awarded a grant for the 2016 cycle.

The PTO feels very strongly about adding this final piece to the playground as the sand gets very hot and children get very warm sitting in the sandbox in that direct sunlight during the prime daylight/recess hours. The proposed canopy blocks approximately 90% of UV rays and does provide a fair amount of much needed shade in this area of the playground. We know that after the Winter Festival auction is complete (February 25th) we'll have enough funds to place the order for this canopy. I have already reached out to Kevin Case and will be on the BOE schedule tomorrow evening to present this plan. I will also be mentioning the last piece - the installation of the sponsorship wall (being currently designed). We waited on the wall until we knew how the canopy would be funded as we wanted to properly acknowledge all donors/sponsors.

If we are able to start a contract and get the order in by the end of the month, we might have the opportunity to get the shade canopy installed during April vacation. What steps do we need to take with the BOS to get this process started? Do I need to come to a meeting and discuss the plan? I'm happy to do so and was wondering when the next opportunity would be for me to share this information. I know that you are meeting this week, but wanted to check to see if it's appropriate for me to use my 5 minutes at the start of a meeting, or if you felt it would be more appropriate to request the be included on the agenda.

Unlike previous discussions, we would not be looking for any assistance from DPW. The shade canopy has three footings that are included in the cost of the installation. Similar to previous phases, the CBPS PTO would be looking to have the Town of Canton own the contract, with the PTO writing a check to the Town that would be used to fund the purchase/installation. I've attached the most recent quote for the canopy along with a picture of it to this email for your reference. The number not included on the shade quote is the installation which is referenced in an email from Miracle Recreation as \$2,800, so the total cost is \$7,703 (\$3700 canopy + \$2800 installation + \$850 drawings + freight \$353).

- Triangle Shade (cost not yet provided) 16' x 16' x 10' Shade cost \$3,700.00... Install cost \$2,800.00... Freight cost \$353.00

Thanks for your continued support of this project – we are in the home stretch!

Kind regards,
Anne Marie Pelletier
CBPS PTO Co-President



Quote Number: JWH112118

Date: May 20, 2015

To: John Hollerbach
Company: Creative Recreation LLC
Project: Canton , CT 06010

Fax: (860) 953-5337
Phone: (860) 953-5336
Email: John@creativerec.com

From: Gordon Grundy

Please do not hesitate to call me at (800) 966-5005, if you have any questions.

Qty	Unit Type	Description	MSRP	Price
(1)	Framed Triangle	16ft x 16ft 16ft 10ft entry 1 top 3 posts 90mph windload 5lbs psf snowload Shadesure® Cloth Typical Footings 24"x 6'		\$3,700.00
<i>Sealed Engineered Drawings</i>				\$850.00
<i>Shipping & Handling</i>				\$313.00

Total

Our Quotation:

- When applicable, Shade Structures, Inc. reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to; fuel, steel and concrete. Due to the duration of proposals and contracts, Shade Structures, Inc. reserves the right to implement this surcharge when raw material cost increases warrant it.
- The above quote is valid for 30 (thirty) days from above date.
- Excludes Sales Tax
- Excludes Unloading and Installation. Purchaser is required to make arrangements for unloading and installation.
- Includes powder-coated steel in standard colors. Custom colors and coastal primer are available for an additional cost.
- Includes Shadesure® high-density polyethylene shade cloth, which will provide hail protection, approximately 80% shade, and 90% UV protection.
- Excludes j-bolts.

1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in costs of raw material, fuel or other cost increases. When applicable, Shade Structures, Inc. reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to; fuel, steel and concrete. Due to the duration of time between proposals, contracts and final installation, Shade Structures, Inc. reserves the right to implement this surcharge when applicable.

1) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by the Shade Structures, Inc. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the Sun Ports brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

- 2) **Short Ship Claims:** Purchaser has 15 days from receipt of the Structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 3) **Standard Exclusions:** Unless specifically included under "General Scope of Work" section above, this agreement does not include, and Company will not provide Services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Sun Ports brand shade structures is a separate document between Shade Structures, Inc. and the ultimate owner of the Sun Ports brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by Shade Structures, Inc.. Due to surety requirements, any performance and/or payment bond will cover only the first year of Shade Structures, Inc. warranty."
- 5) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 6) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of an occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to USA Shade & Fabric Structure, Department 41349, P.O. Box 650823, Dallas TX 75265. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 7) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 8) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 9) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard Structures, and 8 to 12 weeks for custom Structures. Delivery is approximately 1 week thereafter. Delivery of Structures may be prior to or at start of assembly.
- 10) **Returned Product, Deposits and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are nonrefundable. All expenses incurred (engineering, site surveys, shipping and handling, etc) are the responsibility of the purchaser, up to notice of cancellation.
- 11) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations Company was able to make either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Company will stop work and point out these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute

a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and / or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and / or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Price quotes are based on a drill pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

12) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

13) **Warranty; Limitations of Liability:**

- Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
- The warranty set forth in this Section 14 will be the Purchaser's sole and exclusive warranty.
- The warranty set forth in this Section 14 will run from the date of performance of the service by the Company, and any warranty claims brought by Purchaser must be brought within 30 days of the date of performance of the Service giving rise to the claim.
- Purchaser's sole remedy for a breach of the warranty set forth in this Section 14 will be the re-performance of the Services, or if that is not possible or practical, the refund of the price of the Services that breached the warranty.
- Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
- **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- **IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).**
- **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES, AND PURCHASER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR UNDER THIS AGREEMENT, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY ACKNOWLEDGES THAT THE SERVICES AND STRUCTURES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES OR STRUCTURES WILL MEET YOUR REQUIREMENTS OR THOSE OF THE OWNER.**
- For all Structures installed by the Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to the Company within 10 business days from the construction completion date, or Company will not be held responsible for any warranties under this Section 14 or any damage to the Structure.
- The warranties for the Structures are contained in a separate document between Company and the ultimate Owner of the Structures, which will be provided to Owner at the time of completion of the work.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the Structure or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 15.

15) **Warranty:**

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 5-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.

- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Coolbrella are trademarks of Shade Structures, Inc..
Colourshade is a registered trademark of Multiknit Pty. Ltd.
Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.

Steel:

- The structural integrity of the steel is warranted for 10 years.
- Workmanship and powder coated surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

Thread:

- USA SHADE warranties its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units were not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the Structure(s) is to be placed
- Labor for the removal, assembly and/or freight charges will only be covered by Company in instances where the Structures supplied and installed by Company are determined by the Company to be defective. In all cases where Structures are not installed by Company, all labor for the removal, assembly and/or freight of the Structures will be Purchaser' responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilization is needed, there will be additional charges.
- If the requested Services require Company access to Owner's premises Company will be provided access to the Owner's premises free and clear of debris, automobiles or other interference Monday thru Friday during the hours of 8am to 6pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. All automobiles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the Services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the Structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools etc., that the Structure(s) is/are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the Structure(s) ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post. Company can recommend or supply at additional cost, padding for posts from a third party manufacturer.

- 19) **Preparatory Work:** Where installation/assembly is part of the Services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a delay of order notification must be sent to Company at least 4 working days before in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The Services and the manufacturing and assembly of the Structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade Structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, Texas by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including. Without limitation any statements as to the Structures, warranties or Services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Materially Increased Costs:** Company reserves the right to implement a surcharge for material increases in raw materials, including but not limited to fuel, steel and concrete. Due to the duration of proposals and contracts, Company reserves the right to implement this surcharge when it determines that raw material cost increases warrant it.

FABRIC COLORS:

	ROYAL BLUE
	LAGUNA BLUE
	NAVY BLUE
	TURQUOISE
	RAIN FOREST GREEN
	GRASS GREEN
	SUNFLOWER YELLOW
	TERRA COTTA
	ARIZONA
	WHITE
	SILVER
	RED
	BLACK

STANDARD STEEL COLORS:

	WHITE
	BEIGE
	BLACK
	RED
	BLUE
	GREEN
	YELLOW
	CHOCOLATE
	GRAY

Custom steel colors and Coastal Primer are available.

Ask your Sun Ports Representative for more information.

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.