

Edmond Town Hall Board of Managers

Tuesday, February 20, 2018

Mary Hawley Room, Edmond Town Hall

45 Main Street, Newtown, CT

Chairman Margot Hall called the meeting to order at 6:30pm

**Present:** Marie Smith, Anna Wiedemann, Margot Hall, Jennifer Chaudhary, Herb Rosenthal, Jennifer Guman

**Also Present:** Operations Manager Sheila Torres, Theater Manager Tom Mahoney, Finance Director Bob Tait and one member of the public

**Public Participation** – None

**Report from Theater Coordinator** – T. Mahoney reported that they are showing Coco from Disney and that has been doing very well. The Middle School is doing a moving night on March 9<sup>th</sup> and showing School of Rock. Tree House Comedy did a valentine show and only 100 people attended. Next week they will be showing Wonder. A Group from South Street in Danbury will be coming on Friday morning for a 10:30 show. After that is Star Wars.

**Robert Tait, Finance Director regarding Centralized Accounting** – Mr. Tait explained that the subject of bringing Edmond Town Hall to the Town's finance system began at the CIP process. They would be a fund which the town currently has 70. They would have the phoenix financial software on their desk top and the authorization process is electronic. Reporting is better than quick books. The fund balance would be much easier to ascertain. Reports show the fund balance daily and you can compare that to your budget to see how you are going to fare at the end. They will be processing invoices; they are doing bank recs now and will continue that as well. There were concerns because the bills are not paid before the board approves them and they need the ability to carry on with their day to day operations being able to access money to purchase something if they need to. If this is approved it would start at the beginning of the next fiscal year which, July 1, 2018.

**Approval of Minutes** – J. Chaudhary moved to approve the minutes from the January 9, 2018 regular meeting. A. Wiedemann seconded, motion unanimously approved.

A. Wiedemann moved to approve the minutes from the OSR meetings on January 9, 2018 and January 29, 2018. M. Smith seconded. Motion passes with one abstain (Rosenthal).

**Correspondence** – M. Hall corresponded with the donor of the hearing devices. They have not been available to enjoy them but they will.

**Report re Fairfield County Giving Day** – J. Guman reported that Fairfield County Giving Day is March 1. There is a contest on 2/27/18 on Facebook. Whoever has the most likes has the opportunity to win. Thursday, 3/1, is the day that all the donations are taken. There are different prizes such as the most unique donor between certain hours.

**Report from ORS Sub Committee** – J. Chaudhary reported that they met again on the 1/29/18. They asked Wes Thompson to come in and help them sort through some steps. They are working on a communication plan. They have put together a timeline with some of the first steps. They are going to do a state of the business with the employees. And will start making some small changes utilizing current staff.

**Report from Chairman** – None

**Report from Operations Manager** – S. Torres reviewed her report (Attachment A). They discussed theater renovations in depth. They have specs for the safety issues. She has a committee for the renovations needed and needs a theater consultant to assist in putting it together to make sure work won't have to be redone or undone. If they make it a full restoring, it will be more than they can afford. Safety and functionality are the goals. This is not a phased project in the current CIP.

**Approval of monthly bills** – H. Rosenthal moved to approve bills totaling \$71,524.82. A. Wiedemann seconded, motion unanimously approved.

## **UNFINISHED BUSINESS**

*Water softener system to serve the entire building* – Their water is treated for odor and taste. The water is hard and difficult on the pipes. A. Weidemann moved to table discussion concerning the water softer. H. Rosenthal seconded, motion unanimously approved.

*Engagement of Theater Design Consultant – Enchanted Vision* – Duane Langenwarter reviewed his background and passion in theater design. The board received a proposal back in September. He would work with them and he has ideas that will make the space more inviting for groups to come in. There are things that he can do to create more back stage and lighting. He would help them get through the bidding process. He would be helping as a consultant on the project.

The proposal is for \$2500 retainage and \$75 per hour. The board questioned what they get for the \$2500 retainer and what the end product will be. H. Rosenthal moved to table engagement of theater design consultant. A. Wiedemann seconded, motion unanimously approved.

*Create sub-committee to establish ETH Policies and Procedures* – H. Rosenthal moved to table the creation of sub-committee to establish ETH Policies and Procedures. J. Chaudhary seconded, motion unanimously approved.

## **NEW BUSINESS**

*Asbestos re-mediation for Alex AC Project* – Daikin is recommending that they do asbestos sampling. H. Rosenthal moved to accept the proposal from Daiken for asbestos sampling at \$820 (Attachment B). A. Wiedemann seconded, motion unanimously approved.

*Mike Casey-Jazz Concert Proposal* – S. Torres explained that he is part of a trio and he is an up and coming musician. He is local, and he is asking if he can have a concert here. He is asking for one in the Alexandria

room first as part his proposal (Attachment C). J. Guman will look at other places he performed at and what they charged for tickets. J. Chaudhary moved to table Mike Casey-Jazz Concert Proposal until the next meeting. A. Wiedemann seconded, motion unanimously approved.

*Laser Night Fundraiser* – S. Torres reviewed the proposal (Attachment D). Previously there was concern regarding the fog because they would have to turn off the fire alarms. That is not the case, the fog is water based and is fine. They used it for the Avielle Foundation show and there were no problems. J. Chaudhary moved to go forward with the Laster Show Fundraiser. J. Guman seconded, motion unanimously approved.

**COMMENTS from Board members – None**

A. Weidemann moved to add rental negotiations to the agenda. J. Chaudhary seconded, motion unanimously approved.

**Executive Session** – A. Wiedemann moved to go into executive session for the purpose of building security and rental negotiations at 8:49PM and invited S. Torres to attend. J. Chaudhary seconded, motion unanimously approved. Executive session ended and returned to regular session at 9:22pm.

H. Rosenthal moved to have the Operations Manager handle a request from a prospective renter and quoting a rental fee as discussed in Executive Session. J. Guman seconded, motion unanimously approved.

A. Wiedemann moved to approve a quote in the amount of \$2,614 for enhancement of the building security system. J. Chaudhary seconded, motion unanimously approved.

Having no further business meeting was adjourned at 9:23pm

Respectfully submitted,  
Arlene Miles, Clerk

## **ETH MANAGER'S REPORT – February, 2018 – Sheila Torres**

### **Highlights/Work Completed**

- **Six listening devices and 4 captioning devices have been installed in our theater.** They have been tested and some patrons are already using them. Donors will stop by soon to try them out.
- **Mom's Night Out** went well, but was not as well attended as last year.
- **Ladies of Laughter Comedy Night** had a total of 100 attendees. Bar sales were sluggish. It was on Valentine's Day, which was also Ash Wednesday. Will simplify future bar sales Wines with caps; Two reds (one dry, one sweet); Two whites: one dry, one sweet) Two beers: One regular, one light.
- **Installation of additional speakers for our speaker has been completed.** Movie dialogue no longer sounds muddy because we have additional speakers on top of proscenium and the smaller speakers that were on top are now at the bottom to serve those near front rows.
- **Met with Pat Llodra** to discuss accessibility considerations for public buildings as part of the effort taking place to make Newtown an age-friendly community. Have been invited to attend April Meeting.
- **Positive feedback and coverage on the following events that occurred here:** Chamber of Commerce ribbon cutting for local home-based businesses, Avielle Foundation Program, Senator Hwang Workshop, Event to Honor Pat Llodra.

### **Coming Up**

- **Feb 27** – Kevin Hines – Avielle Foundation
- **Mar 1** – Cinema Paradiso, Someday Cinema Series
- **Mar 2** – Life Line Screening Event in Gym

### **In Progress**

- **Permanent Liquor License** – Have not made much progress here. Will get to it as soon as possible

### **CIP**

- Have had two walkthroughs with Daikin to develop specs for the AC project. Need to assess asbestos remediation needs in order to develop accurate specs and pricing.
- Met with theater experts for several hours and received valuable insight for the theater safety project. Based on that input, I am trying to reach out to two vendors who can bid on the project.

### **Theater Team**

Have reached out to nine individuals who are all interested in serving. They all have background in either theater, music, lighting, etc. The goal for this team is to focus on four key areas and established a phased plan: 1) Rigging and Safety 2) Lighting 3) Wing Space, Performance Space, Loading 4) Audience amenities

### **Repairs**

- Completed some necessary plumbing repairs on February 15, but have not finished all that are necessary. Need to schedule another day.
- Will be completing the door closers that we began to install last summer. Waiting for additional ones to come in.

### **Back Burner**

- Cleaning solution system, Electric dryers, Table replacement for Alex



# Proposal

**To: Sheila Torres**  
**Operations Manager**  
**Edmond Town Hall Board of Managers**  
**45 Main Street**  
**Newtown, CT 06470**  
**Phone: 203-270-4285**  
**Email: [manager@edmontownhall.org](mailto:manager@edmontownhall.org)**

Date: February 12, 2018  
Site Name: Edmond Town Hall

**Description:** *Perform asbestos sampling of materials for associated areas being worked in at Edmond Town Hall*

**Model:**

**Proposal #: SR-MP021218**

**Daikin Applied respectfully submits the following solution for your review and approval:**

**We will provide labor and materials to perform the following:**

Asbestos consulting work at the Edmond Town Hall in Newtown CT. The cost is based on our site visit on Friday 02/09/18 and previous inspections HYGENIX, Inc. has performed on similar buildings. The cost of the inspection assumes that the inspection is limited to the Alexandra Room, Kitchen, Bathrooms, the attic space above and a limited area on the roof. The cost of the inspection also assumes that limited patching of sampling locations may be performed by HYGENIX, but that we will not be held responsible for the patched location.

**HYGENIX, INC** will provide the following services:

## Asbestos Survey

A CT licensed asbestos inspector will visit the site and collect samples of all suspect materials that will be affected during the renovation project. The Samples will be analyzed for asbestos by polarized light microscopy (PLM). A report will be issued to describe the location, quantity, and condition of any asbestos-containing materials.

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy by fax, email, or mail so that we can begin to mobilize our efforts to complete the project as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and other projects in the future.

Sincerely,  
Daikin Applied

Michael Priddle  
Account Manager  
Ph: 203775-3477  
Fax: 203-775-3457  
Email: [Michael.priddle@daikinapplied.com](mailto:Michael.priddle@daikinapplied.com)



# Proposal

## Exceptions/Exclusions:

1. Asbestos abatement is not included in this proposal.
2. Test result will indicate if any measures need to be taken for work being performed in Alexandria room and surrounding areas.

This proposal expires on: **March 14, 2018**

## Investment Amount and Billing Terms:

### Total Investment Required to Implement the Proposed Solution

**\$820.00**

*Eight Hundred Twenty Dollars and No Cents*

*Price does not include applicable taxes*

### Billing/Payment Terms\*:

\*All billings are due immediately upon receipt

*Billed in full, upon completion*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

This proposal is being submitted by Daikin Applied Americas Inc. (hereinafter also referred to as "Daikin Applied".)

### Submitted By:

**Daikin Applied**

**Mike Priddle**

(Name of Signer)

*Michael Priddle*

(Signature)

**February 12, 2018**

(Date)

### Accepted By:

**Sheila Torres**

(Name of Signer)

(Signature)

**Operations Manager**

(Title)

Date: \_\_\_\_\_

Cust PO#: \_\_\_\_\_

### Approved By:

**Daikin Applied Americas Inc.**

(Name of Signer)

(Signature)

(Title)

Date: \_\_\_\_\_

Proposal # **SR-MP021218**

**DAIKIN APPLIED**

## Daikin Applied Americas Inc. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as set forth in paragraph 6 herein above.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

## Mike Casey – Jazz Musician Saxaphonist

- Currently featured as cover image for Spotify's 'State of Jazz' playlist
- Featured on alma mater's front page (2nd slide): <http://hartford.edu>
- Mike Casey Trio voted "Best Jazz" in 2017 CTNow Readers Poll
- Mike Casey Trio performed at one of NYC's top jazz festivals (BRIC Jazz Fest) in October
- Recent crowdfunded live debut album (recorded live at CT's The Side Door & released February 2017) surpassed 300,000 streams worldwide - unheard of for a self-released jazz debut without label backing. Mentioned by jazz icon Sonny Rollins, Quincy Jones Productions + featured by @NPRMusic/WBGO, Spotify, JAY-Z's TIDAL, Deezer, Jazz in Europe, Canada's Jazz da Gama and much more. See <http://mikecaseyjazz.com/press> for links.
- New single (Norwegian Wood, live from Sofar Sounds NYC) surpassed 225,000 streams worldwide since its 9/12 release. Music video release covered by Jazz in Europe & BRIC. Curated official playlist for Jay-Z's TIDAL in conjunction with release. Currently featured on Spotify's official State of Jazz playlist.
- Peet's Coffee is heavily featuring my debut album on their official Pandora jazz station, broadcasting to their 250 locations nationwide.

My unique trio performs a mix of modern original music and creative re-imaginings of jazz classics and pop songs like Norwegian Wood and We Are The Champions. **We appeal to both jazz aficionados and non-jazz fans.**

### **Proposal to Do Jazz Concerts in September and/or October**

> September:

> All Fridays/Saturdays the 14th-29th

> October:

> All Fridays/Saturdays the 5th-20th

For the 100 cap small room (Alexandria Room): \$1000 guarantee + 60/40 ticket revenue split (artist's favor) after the break even point on talent cost vs ticket revenue  
>

For the 500 seat theater (assuming you can get



sponsorship): \$3000 for my trio plus 60/40 ticket revenue split (artist's favor) after the break even point on talent cost vs ticket revenue

> For the theater it might make sense either way to double bill with another bigger artist who can draw - Jimmy Greene comes to mind, he lives right in the area. I'd be happy to reach out to him to see if there's any interest in having us open for him. That would likely mean a higher talent cost given both bands...

> Let me know what you think when you get a chance.

> Thanks,

> Mike Casey

> Saxophonist & Songwriter

> [www.mikecaseyjazz.com](http://www.mikecaseyjazz.com)

> [mike@mikecaseyjazz.com](mailto:mike@mikecaseyjazz.com)

> [860.810.5919](tel:860.810.5919)

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## LASER LIGHT NIGHT PROPOSAL

### A Friday Night Fundraiser at Edmond Town Hall

According to Don Gamsjaeger, The laser show does not require a fire marshall because the fog used is water based. He used the same product during the production for Avielle Foundation and had no problems. Therefore, we are considering bringing this event as a fundraiser on a Friday in April. Date to be determined.

#### Recap

1. Ticket cost \$10.00
2. Show 7pm and 9pm
3. Show time is roughly 45-50 minutes
4. We need 1 fire-marshal on duty to fire watch as we need to temp disable the smoke detectors in the theater
5. The show will feature 5 high powered laser projectors, 4 doing beam effects thru the theater and the 5<sup>th</sup> doing animations on the large screen

For advertising purposed we need to word the show:

“Edmond Town Hall Laser Light Spectacular “

Featuring the music of Pink Floyd, Moody Blues and other Classic Rock Artist

After that main title you are free to put anything else in like, benefits Edmond town hall, donated by dnr etc....

Recommended Ages 16-Adult !