



Date: July 12, 2022

To: Mayor and City Council

From:  Ed A. and  Mario L.

Re: Memorandum of Understanding (MOU)

The Building Committee and the Board of Education will be meeting on Thursday July 14<sup>th</sup> to discuss and approve the Memorandum of Understanding (MOU) – property located at 277 Winthrop Street.

I've attached the following documents:

- (a) Original Wording
- (b) Proposed Changes to item 3 and item 5

I would appreciate if you would include this item on the next City Council agenda for a vote to approve the MOU that was agreed upon.

Any questions please contact me.

Thank you in advance for your continued assistance for this project, it's greatly appreciated.

# Original Wording

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") entered into by and between THE CITY OF TORRINGTON and TORRINGTON BOARD OF EDUCATION.

WHEREAS, The City of Torrington is the owner of certain property located at 277 Winthrop Street, known as Elise Besse Park (Assessor's Map Block Lot #125-005-001); and

WHEREAS, by City Charter (Section C18.1 through 4) the Torrington Park and Recreation Commission is responsible for the care and custody of all city parks used for recreational purposes.

WHEREAS, said property includes a portion of the driveway (commonly known as Major Besse Drive) leading from Winthrop Street to the existing high school property and a parking lot located to the east of Major Besse Drive (hereinafter referred to as "Elise Besse Park parking lot")

WHEREAS, for the past 60 years, the Board of Education has utilized the Elise Besse Park parking lot for school parking during school hours and has maintained the driveway access known as Major Besse Drive.

WHEREAS, the Parties are currently engaged in the planning, financing and construction of a new High/Middle School, Administration building, Athletic Fields and proposed improvements to the Elise Besse Park parking lot and Major Besse Drive.

WHEREAS, the Torrington Board of Education, acting through its School Construction Building Committee, has proposed improvements and upgrades to both Major Besse Drive and Elise Besse Park parking lot as part of the School Construction project (CT State Project No. 143-0076 N / 143-0076-BE-N).

WHEREAS, To qualify for School Construction Grant reimbursement, the Torrington Board of Education must have a written document that clearly identifies that it has exclusive use and control of the premises during school hours and has requested that the City enter into an MOU memorializing the terms and conditions of the use and control of Elise Besse Park parking lot and Major Besse Drive;

WHEREAS, The Torrington Park and Recreation Commission has requested the City prepare and execute an MOU defining the terms and conditions of the use and control of the Elise Besse Park parking lot and Major Besse Drive;

NOW THEREFORE, to accomplish the purpose of this agreement set forth above with regard to the control and use of the property for school purposes during school hours while at the same time allowing the City of Torrington and the Torrington Parks and Recreation Department to continue to support and serve its recreational programs at Elise Besse Park the parties agree as follows:

1. During the Construction Phase, the Torrington Board of Education will designate and establish \_\_\_\_ parking spaces within the Elise Besse Park parking lot for use by the general public for access to the recreational facilities at Elise Besse Park.

2. The City of Torrington agrees to permit O&G Industries to fence off the remaining area within Elise Besse Park parking lot for exclusive access and use as a contractor lay-down lot during construction of the new school.

3. Upon completion of the construction of the new school, the Torrington Board of Education and City of Torrington will establish a permanent number of parking spaces within Elise Besse Park parking lot for general public parking.

4. The remaining Elise Besse Park parking lot will be used by the Torrington Board of Education for student and school related parking during school hours.

5. After school hours, weekends and school vacations, Elise Besse Park parking lot will be available to the general public.

6. The parties agree that the City of Torrington is providing the Torrington Board of Education use of the property at no cost to the Torrington Board of Education provided, however, the Torrington Board of Education shall pay the expenses it incurs related to maintenance, repairs, improvements, equipment, supplies, and signage in connection with its use and repair of any damages that may result to the property and grounds by the Torrington Board of Education or any of its employees, agents and invitees as a result of this.

7. Torrington Board of Education acknowledges it is solely liable and responsible for its personal property and has property insurance coverage in sufficient amounts.

8. Torrington Board of Education shall maintain general liability insurance coverage in amounts reasonably required by Lessor.

9. To the fullest extent permitted by law, Torrington Board of Education shall defend, indemnify and hold the City of Torrington, harmless from and against any claim, loss, damage, judgment or expense alleged to arise from and arising from its use and occupancy of the property pursuant to this agreement.

*[next page is the signature page]*

*IN WITNESS WHEREOF*, the parties hereto have caused this MOU to be duly executed and delivered by their proper and duly authorized officers as of the Effective Date.

PARKS AND RECREATION COMMISSION  
of the CITY OF TORRINGTON

TORRINGTON BOARD OF EDUCATION

By: \_\_\_\_\_  
Name: Bret Simmons, Exec. Dir.

By: \_\_\_\_\_  
Name: Fiona Cappabianca, Chair

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

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

By: \_\_\_\_\_  
Name: Elinor Carbone, Mayor

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

## Exhibit A

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) entered into by and between THE CITY OF TORRINGTON and TORRINGTON BOARD OF EDUCATION.

WHEREAS, The City of Torrington is the owner of certain property located at 277 Winthrop Street, known as Elise Besse Park (Assessor’s Map Block Lot #125-005-001); and

WHEREAS, by City Charter (Section C18.1 through 4) the Torrington Park and Recreation Commission is responsible for the care and custody of all city parks used for recreational purposes.

WHEREAS, said property includes a portion of the driveway (commonly known as Major Besse Drive) leading from Winthrop Street to the existing high school property and a parking lot located to the east of Major Besse Drive (hereinafter referred to as “Elise Besse Park parking lot”)

WHEREAS, for the past 60 years, the Board of Education has utilized the Elise Besse Park parking lot for school parking during school hours and has maintained the driveway access known as Major Besse Drive.

WHEREAS, the Parties are currently engaged in the planning, financing and construction of a new High/Middle School, Administration building, Athletic Fields and proposed improvements to the Elise Besse Park parking lot and Major Besse Drive.

WHEREAS, the Torrington Board of Education, acting through its School Construction Building Committee, has proposed improvements and upgrades to both Major Besse Drive and Elise Besse Park parking lot as part of the School Construction project (CT State Project No. 143-0076 N / 143-0076-BE-N).

WHEREAS, To qualify for School Construction Grant reimbursement, the Torrington Board of Education must have a written document that clearly identifies that it has exclusive use and control of the premises during school hours with the exception of six parking spaces that shall be for the use of the City of Torrington and therefore has requested that the City enter into an MOU memorializing the terms and conditions of the use and control of Elise Besse Park parking lot and Major Besse Drive;

WHEREAS, The Torrington Park and Recreation Commission has requested the City prepare and execute an MOU defining the terms and conditions of the use and control of the Elise Besse Park parking lot and Major Besse Drive;

NOW THEREFORE, to accomplish the purpose of this agreement set forth above with regard to the control and use of the property for school purposes during school hours while at the same time allowing the City of Torrington and the Torrington Parks and Recreation Department to continue to support and serve its recreational programs at Elise Besse Park the parties agree as follows:

1. During the Construction Phase, the Torrington Board of Education will designate and establish 26 parking spaces within the Elise Besse Park parking lot for use by the general public for access to the recreational facilities at Elise Besse Park.

2. The City of Torrington agrees to permit O&G Industries to fence off the remaining area within Elise Besse Park parking lot for exclusive access and use as a contractor lay-down lot during construction of the new school.

3. Upon completion of the construction of the new school, the Torrington Board of Education and City of Torrington there shall be six (6) parking spaces dedicated for users of the Elise Besse Park.

4. The remaining Elise Besse Park parking lot will be used by the Torrington Board of Education for student and school related parking during school hours-

5. After school hours, weekends and school vacations, Elise Besse Park parking lot will be available to the general public and for after school related activities

6. The parties agree that the City of Torrington is providing the Torrington Board of Education use of the property at no cost to the Torrington Board of Education provided, however, the Torrington Board of Education shall pay the expenses it incurs related to maintenance, repairs, improvements, equipment, supplies, and signage in connection with its use and repair of any damages that may result to the property and grounds by the Torrington Board of Education or any of its employees, agents and invitees as a result of this.

7. Torrington Board of Education acknowledges it is solely liable and responsible for its personal property and has property insurance coverage in sufficient amounts.

8. Torrington Board of Education shall maintain general liability insurance coverage in amounts reasonably required by the City of Torrington.

9. To the fullest extent permitted by law, Torrington Board of Education shall defend, indemnify and hold the City of Torrington, harmless from and against any claim, loss, damage, judgment or expense alleged to arise from and arising from its use and occupancy of the property pursuant to this agreement.

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***IN WITNESS WHEREOF***, the parties hereto have caused this MOU to be duly executed and delivered by their proper and duly authorized officers as of the Effective Date.

PARKS AND RECREATION COMMISSION  
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TORRINGTON BOARD OF EDUCATION

By: \_\_\_\_\_  
Name: Brett Simmons, Exec. Dir.

By: \_\_\_\_\_  
Name: Fiona Cappabianca, Chair

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

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

By: \_\_\_\_\_  
Name: Elinor Carbone, Mayor

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



## **Exhibit A**