

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, July 18, 2019 @ 7:00 PM  
Colchester Town Hall**

1. Call to Order
2. Additions to the Agenda
3. Boards and Commissions – Interviews and/or Possible Appointments
  - a. Senior Center Building Committee
    1. Madelyn Starkey to be interviewed
    2. Anthony Tarnowski to be interviewed
    3. David Johnson to be interviewed
  - b. Norton Mill Park Committee
    1. Patrick Reading to be interviewed
    2. Robert Misbach to be interviewed
4. Citizen's Comments
5. Consent Agenda
  - a. Approve Minutes of the June 20, 2019 Board of Selectmen Meeting
  - b. Commission on Aging - Resignation of Linda Grzeika
  - c. Open Space Advisory – Resignation of Linda Grzeika
  - d. Tax Abatements
  - e. Approve Senior Center Yoga Instructor Contract
  - f. Approve Senior Center Strength & Stretch Instructor Contract
  - g. Approve Senior Center Exercise Instructor Contract
  - h. Approve Senior Center Sittercize Instructor Contract
6. Discussion and Possible Action on Naming the Personnel Search Committee for the new Town Planner
7. Discussion and Possible Action on Colchester Land Trust Reduction of Conservation Commission Application Fees
8. Discussion and Possible Action on Emergency Operations Plan
9. Discussion and Possible Action on Northeastern Connecticut Council of Governments (NECCOG) Regional Animal Services Program Contract
10. Citizen's Comments
11. First Selectman's Report
12. Liaison Reports
13. Adjourn

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COLCHESTER, CT  
2019 JUL 11 AM 11:27  
D. J. Johnson  
TOWN CLERK



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 5/31/19

## BOARDS & COMMISSIONS APPLICATION

Name: MADELYN STARKEY

Address: 29 FAIRWAY DRIVE Colchester, CT. 06415

Home Phone: 860-531-9543 Email: madelyn.starkey@comcast.net FAX: \_\_\_\_\_

Cell Phone: 860-861-5167 Town Residency 8 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: Senior Center Building

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: NOTRE DAME, BPT. CT

College: NORWALK TECHNICAL COLLEGE - COMPUTER PROGRAMMING  
NORWALK CT ACCOUNTING

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

United Printing, Bridgeport, CT 15 years, Vice President  
Laidlaw Bus Company, Monroe, CT 10 years Area Controller  
Vivatonie Hearing Company, Shelton, CT 7 years Controller

**Are you capable of making the commitment of time necessary to serve on this Board or Commission?** Yes

**Why are you interested in serving?** As a "junior" senior, I would like to part of the planning process of our new senior center which will be the primary resource for socialization, information, and physical & mental well being for all Colchester senior citizens.

**Do you have any experience or familiarity with this area?** As one of the original employees of a printing plant startup company, I gained experience in all phases of the company's development, including contract negotiations, purchasing, accounting, human resources as well as serving as a liaison with state agencies.

**If you are not appointed to this board or commission, would you be interested in other forms of public service?**

**Which ones?** Would consider

**Date:** 5/31/19

**Signature:** Modelyn Starkey



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: June 28, 2019

## BOARDS & COMMISSIONS APPLICATION

Name: Anthony J. Tarnowski

Address: 15 Felicia Baber Lane Colchester, CT. 06415

Home Phone: 860-267-1989 Email tar51214@att.net FAX: \_\_\_\_\_

Cell Phone: 860-608-0473 Town Residency 67 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: Senior Center Building Committee

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Bacon Academy - 1969 Graduate

College: Eastern Connecticut State College - 1973 Graduate

Trade, Business  
Or Correspondence  
School

CONTINUED ON REVERSE SIDE

**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

Self Employed - 1974 - 1984 - General Construction

1994 - 2000 - Reina-DLM - Commercial/Military Construction

2000 - 2007 - Diversified Technologies Consultants - Commercial/Military Construction

2007 - Present - A/Z Corporation - Commercial/Industrial Construction

**Are you capable of making the commitment of time necessary to serve on this Board or Commission?** Yes

**Why are you interested in serving?** I have served on the previous Bacon Academy and William J. Johnston Building Committees and would like to continue to serve the town by bringing my experiences to the Senior Center Building Committee.

**Do you have any experience or familiarity with this area?** Yes. I have been involved in Construction for the past 45 plus years and have been involved in many projects of this nature.

**If you are not appointed to this board or commission, would you be interested in other forms of public service?**

**Which ones?** No

**Date:** June 28, 2019

**Signature:** Anthony J. Tarnowski

Digitally signed by Anthony J. Tarnowski  
DN: cn=Anthony J. Tarnowski, o=NA, ou=ah1ard1214@att.net, c=US  
Date: 2019.06.28 10:06:27 -0400



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 28 MAY 2019

## BOARDS & COMMISSIONS APPLICATION

Name: DAVID A. JOHNSON

Address: 18 VILLAGE CT. Colchester, CT. 06415

Home Phone: 860-537-1330 Email david.johnson.us@gmail.com FAX: NONE

Cell Phone: 860-922-5240 Town Residency 7 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: SENIOR CENTER BUILDING COMMITTEE

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: DANVILLE H.S.; DANVILLE, PA; 4 YRS.; COLLEGE PREP.; DIPLOMA

College: PENN STATE UNIVERSITY; STATE COLLEGE, PA; 2 YRS  
MECHANICAL ENGINEERING, ASSOCIATE PROGRAM  
DID NOT GRADUATE

Trade, Business  
Or Correspondence  
School



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 6/4/2019

## BOARDS & COMMISSIONS APPLICATION

Name: Patrick Reading

Address: 68 Prospect Hill Rd Colchester, CT. 06415

Home Phone: 860-537-1219 Email: pmreading@yahoo.com FAX: \_\_\_\_\_

Cell Phone: 860-705-8398 Town Residency 15 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: NORTON MILL PARK COMMITTEE

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Manchester High School, Manchester CT 4 yrs Diploma

College: Manchester Community Technical College, 2 yr General Studies, no degree

Brigham Young University, Interior Design Major 1.5 years

Boston Architectural Center, 5 Yrs, Bachelors of Architecture

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

Owner, Patrick Reading, Architecture/Photography, 68 Prospect Hill Rd, Colchester, CT 10 Yrs - Current

ID3A, llc Glastonbury, CT 2 yrs: Project Architect - Laid off - Recession

S/L/A/M Collaborative Glastonbury, CT 1 yr Project Architect - Laid off - recession

TLB Architecture, Inc. Chester, CT 4 yrs : Project Architect - New employment

Timothy Burke, Architect, Boston, MA 6 years: Project Manager - relocated to CT

Are you capable of making the commitment of time necessary to serve on this Board or Commission? yes

Why are you interested in serving? I'm intrested in serving the community, in developing the living environment in a sustainable, responsible way, and ensuring that the Community balances the needs of the residents, and the long term health of the town.

Do you have any experience or familiarity with this area? I have 25 years of architectural and design experinece, as well as having served several terms on the Town Zoning Board of Appeals.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? SENIOR CENTER BUILDING COMMITTEE

Date: 6/4/19

Signature: 





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 06/03/2019

## BOARDS & COMMISSIONS APPLICATION

Name: Robert J. Misbach

Address: 28 Elliot Drive Colchester, CT. 06415

Home Phone: 860-537-9118 Email robert.misbach@yahoo.com FAX: \_\_\_\_\_

Cell Phone: 203-228-2671 Town Residency 32 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: Norton Mill Park Committee

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: North Haven High School, 4 years, General Studies, Graduated 1982

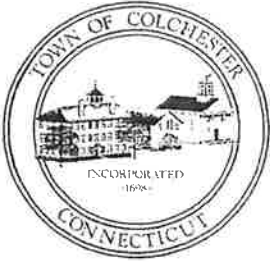
\_\_\_\_\_  
\_\_\_\_\_

College: Goodwin College, East Hartford CT, 2 years, AS in Environmental Studies 2010

\_\_\_\_\_  
\_\_\_\_\_

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

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# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Meeting Minutes  
Thursday, June 20, 2019  
Colchester Town Hall @ 7:00pm**

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman Denise Turner

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** Registrar D Mrowka, Recreation Director T Quinn, Town Clerk G Furman, BOF A Migliaccio, and clerk T Dean

**1. Call to Order**

A Shilosky called the meeting to order at 7:00 pm.

**2. Additions to the Agenda – none**

**3. Citizen's Comments – none**

**4. Consent Agenda**

- a. Approve Minutes of the June 6, 2019 Board of Selectmen Meeting
- b. Youth Advisory Board – Resignation of Heide Perham

S Soby moved to approve the consent agenda, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**5. Transfers**

S Soby moved to approve the transfer of \$5,523 from Human Resources Contract Settlements 11205-50950 to; \$5,493 Fire Regular Payroll 12202-40101, \$30 Fire-FICA/Retirement 12202-41230, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

S Soby moved to approve the additional appropriation of \$4620 from Investment interest earnings 11301-35611, to Professional services 11301-44208, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**6. Approve Minutes of the June 3, 2019 Board of Selectmen Special Meeting**

R Coyle moved approve the meeting minutes of the June 3, 2019 Board of Selectmen special meeting, seconded by D Turner. Unanimously approved with one abstention by S Soby. Unanimously approved. MOTION CARRIED

**7. Discussion and Possible Action on RFP 2019-03 Fireworks at 57 Fest Colchester RecPlex**

D Turner moved that the town award the RFP 2019-03 Fireworks-57 Fest bid to Legion Fireworks Co, Inc for the bid of \$7,150.00 and hereby authorize the First Selectman to enter into a contract with Legion Fireworks Co., Inc. and to sign and deliver said agreement and any necessary documents required, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**8. Discussion and Possible Action on Recreation Department Program Instructor Job Description**

T Quinn stated that the Board requested an addendum to this job description which she added.

S Soby moved approve the Program Instructor job description as presented, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**9. Discussion and Possible Action on OpenGov/OpenColchester Invoice**

A Shilosky received the invoice two months after it was due. Explained the breakout of the invoice; \$2,860 was for the migration from munis to open gov platform, \$9,650 is for the functionality of the program and the other part is the department head reporting. A Shilosky read the statistics on open Colchester usage; last 7 days 1 person visited, last 30 days 22 people visited, last 90 days 130 people visited. (report attached). Board discussed the second part of the invoice regarding the department head reports. A Shilosky stated the town does not have access currently to the reporting and S Soby stated that a conversation needs to happen with Open gov regarding the town paying for what has been

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delivered and paying the balance when it's functional. A Shilosky will discuss with Open gov. NO ACTION

**10. Discussion and Possible Action on Charter Revision Timeline**

S Shilosky stated the Board created a MOA for the Charter due to the language and missing word. A Shilosky stated he felt the MOA was sufficient and it should remain as is with no further action. The Board discussed the time and cost factor of doing another revision. Also discussed potential processes required to make the slight change as well as consulting town attorney to see what other options may be available to make the change until the next required review in 10 years. A Shilosky will consult town attorney to get options. NO ACTION

**11. Citizen's Comments –none**

**12. First Selectman's Report**

A Shilosky reported that he signed an offer letter to hire a police officer who will be sworn in Friday at 5pm. Working with NECOGG on a contract for them to rent the pound. The contract would include having an ACO at Colchester as a home base. Halls Hill Rd reconstruction has been delayed by the state. Will be pushed to start next year. WJJMS Building Project projected school expenditures will be under budget by 2 million. Town Planner posting has garnished 5 applications, interviews will begin shortly. Veterans Ceremony will be 6/24 at 5pm at Bacon Academy. Lt. Governor will be there, along with the Commissioner of Veteran Affairs. Approximately 38 veterans attending with family members. S Soby asked that the Town Clerk look into whether since this is ceremony put on by the state if they will allow the town to communicate the event to residents so they can attend. G Furman will look into. Effective 7/1 the town's partner for workers compensation and LAP coverage will change to Travelers. The decision to change is the current carrier's lack of closing workers comp cases and cost savings. Ransom situation has been closed. The town will post a statement shortly. Senior Center Building Committee and Norton Mill Park Committee has received many applicants. The Board discussed having a Special BOS meeting to conduct the interviews. The dates were set for July 10<sup>th</sup> and 11<sup>th</sup> at 6:30pm. Open Colchester Committee needs to meet to iron out some issues. Paper Mill Bridge had a pre-construction meeting today. Amount is factored into the budget. The nature Conservancy will be doing work on the pilings. Sal indicated that P&Z is involved for pre ordering the concrete to expedite the process.

**13. Liaison Reports**

S Soby reported on Agriculture Commission – working with Public Works to get signage up since they received approval from the state.

Planning & Zoning – public hearing on proposed sub division on Windham Ave, hearing will continue to July 17<sup>th</sup> meeting. Application for two separate sub divisions on Stanavage and Mahoney is in process. Two lot sub division on Lebanon Ave in process. Public information meeting on the Paper Mill Bridge had favorable reviews.

R Coyle reported on Open Space – applied for a grant for Ruby Cohen for invasive species. This is a very specific grant. Public hearing on the cross walk on Rte 149. DOT stated that it meets the site line requirements. Part of the Cemetery Road will be fixed. This will serve as a connector. S Soby stated that this is important in terms of livable community.

D Turner reported on Conservation Commission – took action on two applications. Approved Stanavage Road sub division and storage shed. Tabled 37 lot sub division on Windham Ave due to wetlands issue needing a resolution. Two new applications to replace bridge over Jeremy River and Usher Swamp Rd access approved. Land Trust put up a parking lot on Bulkely Hill Rd, they requested a waiver for the fee. S Soby pointed out that it could be a calculation of fee vs a waiver. Historic District – met with EDC to discuss new way finding signs in town. BA students are creating the signs, but at this point the signs don't meet the requirements of the Historic District. S Soby suggested the group research other towns who have done these types of signs already.

**14. Adjourn**

R Coyle moved to adjourn at 7:49 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Tricia Dean, Clerk

Attachment:  
Program Instructor Job Description  
Open Colchester Usage Report

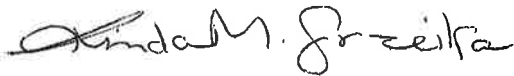
July 8, 2019

To Art Shilosky, First Selectman; Gayle Furman, Town Clerk; ~~Brendan Healy~~

I, **Linda M. Grzeika** will be resigning as a member on the Commission on Aging and the Open Space Advisory Committee for the Town of Colchester, CT as of Friday, July 12, 2019.

Thank you for allowing me the opportunity to serve the Town of Colchester on these commission.

Regards,



Linda M. Grzeika

54 Hi Lea Farm Road, Colchester

860-908-1150



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2019 JUL -8 PM 1:31

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Yoga Instructor Contract**

**DATE: 5/14/19**

This is a renewal contract with Susan McCaffrey, Yoga Instructor.  
Yoga \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Board of Selectmen authorize Art Shilsoky, First Selectman to sign the attached contract with Susan McCaffrey, Yoga Instructor, beginning 7/1/2019 and ending 6/30/2020.

**Town of Colchester/Senior Center**  
**95 Norwich Ave.**  
**Colchester, CT 06415**  
**(860) 537-3911**

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Susan McCaffrey, Yoga Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Pay Rate</b>
Senior Center	7/1/19-6/30/20	Susan McCaffrey	\$30 Per Session

1. The contractor agrees to provide professional yoga instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for yoga instruction with a requirement of a five person minimum per class. The contractor shall be paid at the conclusion of each two week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the director of senior services/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The director of senior services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for

demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Art Shilosky, First Selectman Date

---

Susan McCaffrey, Independent Contractor Date



**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Strength & Stretch Instructor Contract**

**DATE: 5/14/19**

This is a renewal contract with Anne Beauregard Sittercize Instructor.  
Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard, Strength & Stretch Instructor beginning 7/1/19 and ending 6/30/20.

**Town of Colchester/Senior Center**  
**95 Norwich Ave.**  
**Colchester, CT 06415**  
**(860) 537-3911**

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Anne Beauregard, Strength & Stretch Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Hourly Rate</b>
Senior Center	7/1/19-6/30/20	Anne Beauregard	\$30 Sittercize

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for sittercize with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Art Shilosky, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Exercise Instructor Contract**

**DATE: 5/14/19**

This is a renewal contract with Anne Beauregard for Exercise with Anne. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard for Exercise with Anne, beginning 7/1/19 and ending 6/30/20.

**Town of Colchester/Senior Center**  
**95 Norwich Ave.**  
**Colchester, CT 06415**  
**(860) 537-3911**

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Anne Beauregard, For Exercise with Anne**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Hourly Rate</b>
Senior Center	7/1/19-6/30/20	Anne Beauregard	\$30 Exercise

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for exercise with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Art Shilosky, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date

**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Patricia Watts, Director**

**RE: Sittercize Instructor Contract**

**DATE: 5/14/19**

This is a renewal contract with Anne Beauregard Sittercize Instructor. Exercise \$30 per session (requires a five person minimum per class).

**Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard, Sittercize Instructor beginning 7/1/19 and ending 6/30/20.

**Town of Colchester/Senior Center**  
95 Norwich Ave.  
Colchester, CT 06415  
(860) 537-3911

**LETTER OF AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE  
TOWN OF COLCHESTER SENIOR CENTER AND  
Anne Beauregard, Sittercize Instructor**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor</b>	<b>Hourly Rate</b>
Senior Center	7/1/19-6/30/20	Anne Beauregard	\$30 Sittercize

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per session for sittercize with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,



insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Art Shilosky, First Selectman

Date

---

Anne Beauregard, Independent Contractor

Date



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Website: [www.colchesterct.gov](http://www.colchesterct.gov)

## MEMORANDUM

To: Colchester Board of Selectmen

July 9, 2019

From: Jay Gigliotti, Wetlands Enforcement Officer *JRG*

**Re: Colchester Land Trust Reduction of Conservation Commission Application Fees**

In 2016, the Colchester Land Trust acquired 130 acres of land located on Bulkeley Hill Road and have been using the land as a nature preserve. Since acquiring the land, the Land Trust has hosted a number of conservation events, hikes and other similar activities on the property. These events have been widely successful, however, there is no formal parking area at the site. Visitors to the conservation area have been parking on the side of Bulkeley Hill Road, or wherever they can, resulting in unsafe conditions for both the visitors and motorists.

In late 2018, the Land Trust retained a survey/ engineering firm to assist in the design of a small parking area (approx. 8 spaces) for the nature preserve. The parking area would allow users of the preserve safe and convenient off street parking. Town staff has been working with the Land Trust and their consultant, to finalize the design of the parking area. A final design has been achieved and the Land Trust is now ready to begin the permit process.

The access to the proposed new parking area must cross a band of wetlands and shall require an Inland Wetlands Permit from the Colchester Conservation Commission. The application fees for the Conservation Commission are based, in part, on the amount of wetlands being directly disturbed and the amount of wetlands located on the entire property. In calculating these fees for the Land Trust project, staff determined the total to be \$1,424. The Land Trust indicated that the application fee might further delay the project and it appeared to staff the fee was excessive based on the scope of the project.

The Colchester Land Trust is a non-profit, land conservation entity dedicated to preserving our open space and natural resources. The town has partnered with the Land Trust on a number occasions on conservation projects in working to implement open space goals. There are no other proposed improvements other than the access drive and the parking area.

On June 12, 2019, the Colchester Conservation Commission, discussed the situation and the potential to reduce the application fees for the Bulkeley Hill Road Nature Preserve parking area. The commission determined, based on the scope and type of project, that it would be warranted to only charge the Land Trust for the wetlands directly impacted, not for the wetlands on the entire site. By doing so, this would effectively reduce the application fee by \$954. All other Conservation Commission fees would still be applicable. The Commission voted unanimously to recommend to the Colchester Board of Selectman, the reduction of the Land Trust application fees as described above.

**Recommended Motion:** The Colchester Board of Selectmen motions to reduce the Colchester Land Trust Conservation Commission application fees in the amount of \$954, for the proposed construction of a parking area for the Bulkeley Hill Nature Preserve.

**Attachments:**

- Colchester Conservation Commission 6/12/19 Meeting Minutes
- Proposed Nature Preserve Parking Area Plan
- GIS Map of subject property

**F. NEW APPLICATIONS – To be accepted**

**A. W2019-3038- Usher Swamp Road, Rod Burgess Applicant, Ashburn Family Trust-Owner, Assessors Map 02-14 Lot 010-000, proposed timber harvest, request for declaratory ruling**

J. Gigliotti explained the location of the proposed harvest. The property consists of 77 acres, of which 45 acres would be harvested. The access to the property will be through Usher Swamp Road, and the usage of this required BOS approval which was obtained at the May 16<sup>th</sup> meeting allowing the abandoned portion of Usher Swamp Rd to be used. There are 3 crossing associated with the harvest, and are being accessed by portable bridges. Declaratory ruling as of right.

*Motion made by D. York to approve application W2019-3038- Usher Swamp Road, Rod Burgess Applicant, Ashburn Family Trust-Owner, Assessors Map 02-14 Lot 010-000, proposed timber harvest finding it an as of right activity. Motion was seconded by R. Meyer. Motion carried unanimously.*

**B. W2019-3039- Paper Mill Road, Town of Colchester- Owner/Applicant, replacement of bridge over Jeremy River DRD 8/16/19**

J. Gigliotti reported this to be an emergency repair. The bridge has had weight restriction for a few years. The bridge is town owned. S. Tassone, Town Engineer provided history of the deterioration of the bridge over the years in addition to the proposed activity, none of which will be in the waterway. There are 3 main spans that are 4' wide that will be put together to create a 12' wide bridge.

*Motion made by R. Meyer to approve W2019-3039 Paper Mill Road, Town of Colchester-Owner/Applicant, replacement of bridge over Jeremy River. Motion was seconded by S. Bruening. Motion carried unanimously*

**G. OLD BUSINESS – None**

**H. NEW BUSINESS –**

**A. Colchester Land Trust**

J. Gigliotti reported on a parcel on land that is located on Bulkeley Hill Road, owned by the Land Trust. The Colchester Land Trust is in need of a wetlands permit to add a parking area. Due to the size of the parcel and the formula used to calculate application fees, Mr. Gigliotti would suggest the commission write a letter to the Board of Selectman requesting a reduction in the fee for the Colchester Land Trusts application.

*Motion made by D. York to make a recommendation to the Board of Selectman, only to charge the Colchester Land Trust for the wetland impacts in their conservation commission application. Motion was seconded by R. Meyer. Motion carried unanimously.*

MINUTES

Wednesday, June 12, 2019

Colchester Conservation Commission

877  
KEVIN & CATHERINE A. MIRA  
214 BUCKLEY HILL RD.

CONCRETE TANK FOUNDATION  
MAY 2017  
BY: [Signature]  
SCALE: AS SHOWN

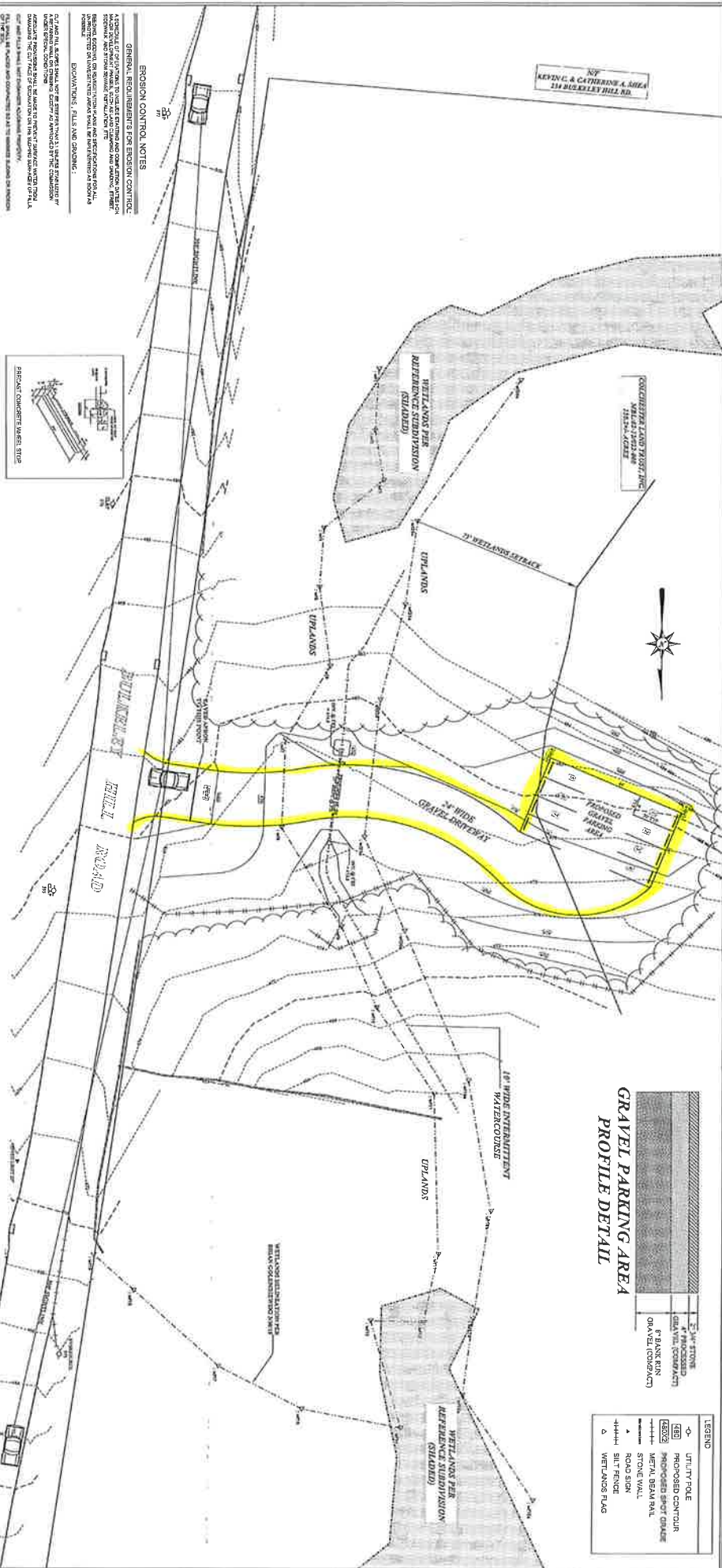


**GRAVEL PARKING AREA PROFILE DETAIL**

[Symbol]	3" x 6" STONE
[Symbol]	4" PROPOSED GRAVEL (1.5% SLOPE)
[Symbol]	6" BEANS RUN GRAVEL (2% SLOPE)
[Symbol]	8" BEANS RUN GRAVEL (2% SLOPE)

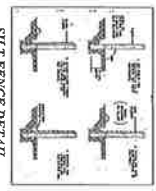
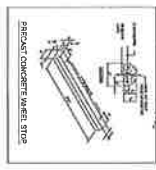
**LEGEND**

[Symbol]	UTILITY POLE
[Symbol]	PROPOSED CONTOUR
[Symbol]	PROPOSED SHOT GRAVEL
[Symbol]	METAL BEAM RAIL
[Symbol]	STONE WALL
[Symbol]	ROAD SIGN
[Symbol]	SILT FENCE
[Symbol]	WETLANDS FLAG



**EROSION CONTROL NOTES**

GENERAL REQUIREMENTS FOR EROSION CONTROL: EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE EROSION CONTROL MEASURES ARE NO LONGER REQUIRED. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND TO STABILIZE EXPOSED SOILS. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE EROSION CONTROL MEASURES ARE NO LONGER REQUIRED. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND TO STABILIZE EXPOSED SOILS.



WETLANDS AS SHOWN WERE MAINTAINED BY FIELD BY BELLY COLLEMBERTIER  
BELLY COLLEMBERTIER  
WETLANDS SCIENTIST SOILS SCIENTIST

**MAP REFERENCE**  
REGISTRATION PLAN SECTION ONE - THE TOWN OF COLCHESTER - CONNECTICUT  
COLCHESTER T.L.C. VOL. 12 - 1-20 - OCTOBER 3, 2005 (REVISED 2010)  
PAGES 1, 2007 - BAYLIS, BROWDER, B.L.S.

**NOTES:**

THE PROPOSED GRAVEL PARKING AREA IS THE PROPERTY OF A PRIVATE PARTY AND IS NOT TO BE CONSIDERED AS A PUBLIC HIGHWAY. THE PROPOSED GRAVEL PARKING AREA IS NOT TO BE CONSIDERED AS A PUBLIC HIGHWAY. THE PROPOSED GRAVEL PARKING AREA IS NOT TO BE CONSIDERED AS A PUBLIC HIGHWAY. THE PROPOSED GRAVEL PARKING AREA IS NOT TO BE CONSIDERED AS A PUBLIC HIGHWAY.

"TO MY KNOWLEDGE AND BELIEF  
THIS MAP IS SUBSTANTIALLY CORRECT  
**PRELIMINARY**"

CHUCKLE R. BENTON, L.L.C. LICENSE NUMBER 1171

**PROPOSED GRAVEL PARKING AREA**  
PREPARED FOR  
**COLCHESTER LAND TRUST, INC.**  
M.B.L. 02-12-022-200

BULKELEY HILL ROAD - COLCHESTER, CONNECTICUT  
SCALE 1" = 20' - NOVEMBER 6, 2017  
REVISED: 11/21/17, 2/9/18, 8/28/18, 2/7/19

**DUTCH & ASSOCIATES**  
LAND SURVEYORS

392 SOUTH MAIN STREET, COLCHESTER, CONN.  
PHONE: (860) 537-3465

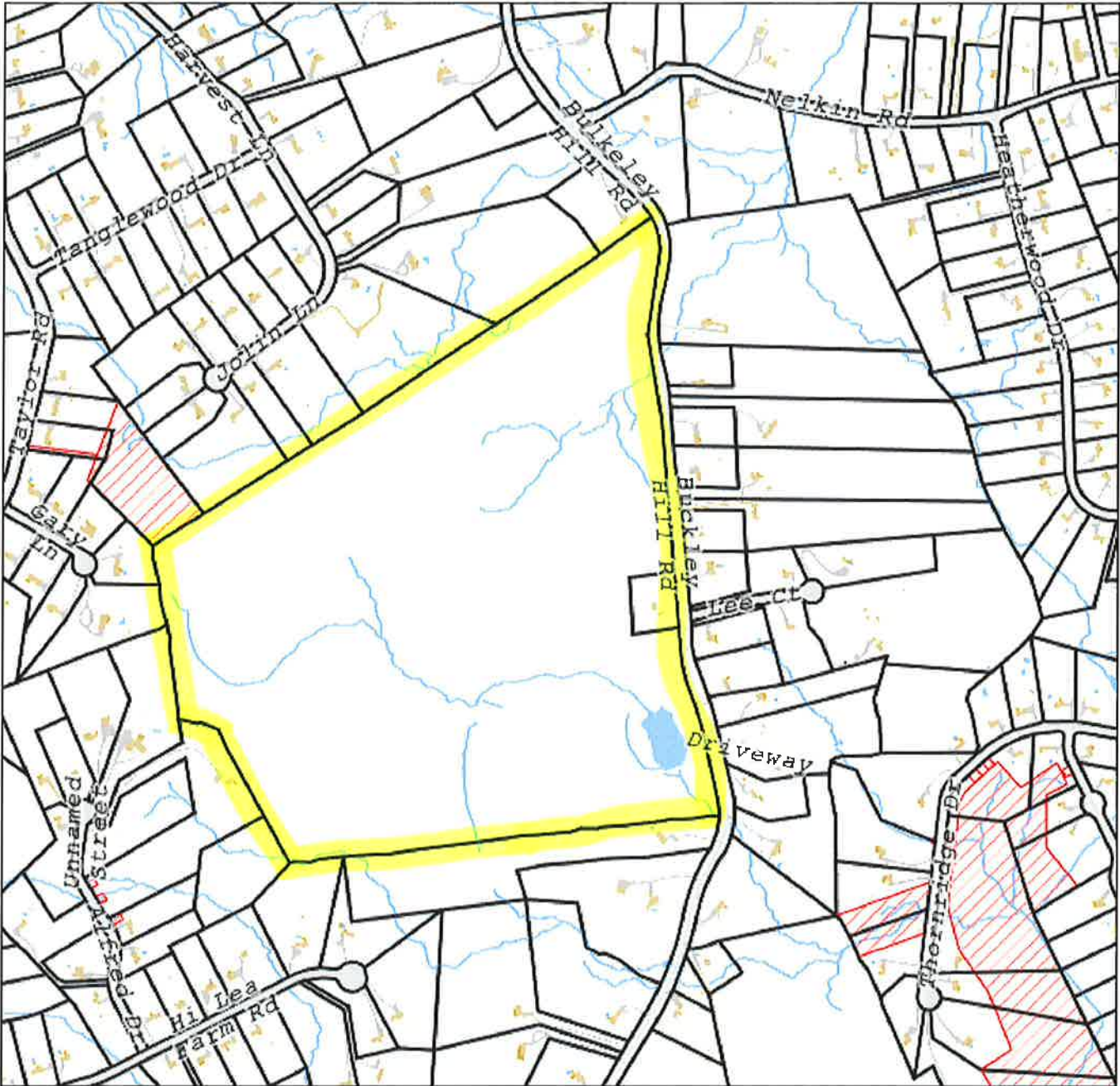


# Town of Colchester

Geographic Information System (GIS)



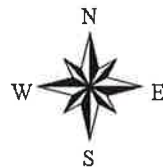
Date Printed: 7/9/2019



**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Colchester and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet



# Emergency Operations Plan (EOP) for the Town of Colchester, Connecticut



**Last Full Revision:** July 2019  
**Last Reviewed:** same as above

**Prepared in accordance with:**

State Response Framework

Connecticut General Statutes Title 28, Chapter 517

*This plan supersedes the previous emergency operations plan dated: December 2016*

**Submitted By Emergency Management Director:**

  
Rick Peruta

  
Date

Emergency Management Director

**Approved By Chief Executive Officer:**

Art Shilosky, First Selectman

Date

Chief Executive Officer

DRAFT

**Lease Agreement**

---

This LEASE (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **TOWN OF CHOLCHESTER**, a municipal corporation with its territorial limits in the County of New London and State of Connecticut (the "Landlord" or "Seller"), and the **NORTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS (NECCOG)**, a regional council of governments with a place of business in the Town of Killingly (the "Tenant").

**RECITALS:**

- A. Landlord is the owner of an approximately a animal control facility located at 300 Old Hartford Rd. Colchester, CT 06415.
- B. The Northeastern Connecticut Council of Governments operates a regional animal services program, to which the Town of Cholchester is a participating town.
- C. Landlord and Tenant desire to enter into this Agreement to enable NECCOG to operate the facility as part of their regional animal services program. .

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**

**Lease**

- 1. **Grant of Lease.** Landlord hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord, the Leased Premises, on the terms and conditions set forth in this Article I (the "Lease").
- 2. **Short Term.** The term ("Term") of this Lease shall commence on the date hereof and terminate at midnight on June 30, 2020. By mutual consent, the parties may extend the Lease Agreement from July 1, 2020 – June 30, 2021. Discussions regarding the extension of the Contract shall begin not less than one-hundred and twenty (120) days prior to the termination date.
- 3. **Rent.** The annual rent shall be four-thousand dollars (\$4,000).
- 4. **Facility Expenses.** Landlord shall be responsible, at its sole cost and expense, for the maintenance of the Leased Premises, including the improvements thereon, which shall be maintained in good condition and repair., including but not limited to electric service, cooling repairs, water, snow plowing - shall be the responsibility of the Landlord.
- 5. **Use.** The Leased Premises shall be used for NECCOG's Animal Services Program only and shall be conducted in accordance with all applicable law.
- 6. **Improvements.** Tenant shall have the right, at its sole cost and expense, to make improvements the dog pound with prior notification and approval from the Landlord. Any such expansion/renovation/reconstruction and new construction shall be done in compliance with all applicable laws, including,

without limitation, if applicable, the receipt of any zoning approvals. Tenant shall keep the Leased Premises free of mechanics' liens.

7. Insurance. Tenant shall, at its sole cost and expense, maintain comprehensive general liability insurance on a "per occurrence" basis, in the amount of \$2,000,000, combined single limit, covering personal injury and property damage, and automobile liability insurance in the amount of \$2,000,000, for owned and hired vehicles. Landlord shall be named as an additional insured on such policies. Prior to the commencement of this Lease, Tenant shall provide Landlord with a certificate of insurance evidencing such coverage.
8. Indemnification.
  - a. Tenant's Indemnification. To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its officials, employees and agents from and against any and all claims, actions, demands, causes of action, fines, damages, losses, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees and court costs) (the "Losses") caused by (i) the use or occupancy of the Leased Premises by Tenant or any person claiming under Tenant; (ii) any activity, work, or thing done or permitted by Tenant in or about the Leased Premises; and (iii) any breach or violation of any term, covenant or provision of this Lease; provided, however, that Tenant shall not be required to indemnify Landlord, its officials, employees and agents for any Losses to the extent caused by the negligence or willful misconduct of Landlord, its officials, employees or agents.
  - b. Landlord's Indemnification. Notwithstanding anything in this Agreement to the contrary, to the extent permitted by law, Landlord shall indemnify and hold harmless Tenant, its officials, employees and agents, from and against any and all Losses arising from or in any way connected with any adverse environmental or other conditions that pre-date Tenant's possession of, as applicable, any portion of the Leased Premises, or arise from Landlord's use of the property adjacent to the Leased Premises.
  - c. Survival. This Section shall survive the Closing (as hereinafter defined) or termination of this Agreement.
9. Destruction. In the event of destruction of any portion of the Leased Premises as a result of the Tenants actions by fire or other casualty during the Term, Tenant shall have the option of repairing or replacing such portion of the Leased Premises as it may deem convenient for its purposes and any insurance payment received by reason of such loss shall be applied to such cost of repair and/or reconstruction. In the event that such cost exceeds the available insurance, Tenant shall have the option of either proceeding with the repairs or terminating this Agreement, in which case the Tenant shall have the duty of removing or securing, if Landlord deems such removal or securing advantageous to it, any remaining portions of damaged structure, together with any other debris resulting from such destruction. Tenant may use insurance proceeds to defray the cost of such removal or securing. Tenant's duty shall not be limited to the amount of insurance proceeds. To the extent any insurance proceeds come from insurance policies carried by Landlord, any remaining insurance proceeds shall be apportioned among the parties on the basis of the unexpired portion of the Lease. In no event shall Landlord be required to restore the Leased Premises.
10. Condemnation.
  - a. Total or Material. In the event all of the Leased Premises are taken by eminent domain, this Agreement shall terminate as of the date of the vesting of such taking, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end, except for any continuing obligations as provided in this Agreement. In the event that a material part of the Leased



Premises is taken by eminent domain, Landlord shall promptly so notify Tenant, and this Agreement may be terminated at the election of Tenant upon written notice to Landlord within thirty (30) days of the date of receiving notice of such taking from Landlord, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end, except for any continuing obligations as provided in this Agreement. Should such election not be made or such notice from Tenant not be given, then this Agreement shall remain in full force and effect.

- b. Partial or Immaterial. If the portion of the Leased Premises taken by eminent domain is an immaterial part of the Leased Premises, then in that case this Agreement may not be terminated by either party. For purposes of this Section 12, material taking shall be taking the fair market value of which exceeds five percent (5%) of the Purchase Price (as hereinafter defined).
  - c. Improvements. Tenant shall have the right to any and all condemnation payments attributable to the Tenant Improvements.
11. Assignment/Sublet. Tenant shall not assign this Agreement or sublet all or any part of the Leased Premises without the prior consent of Landlord,
12. Tenant Default. The following shall constitute a Tenant "Event of Default" hereunder: (i) Tenant's failure to perform or observe any covenant, condition, or other obligation of Tenant hereunder and such failure continues for a period of thirty (30) days after Landlord gives Tenant written notice thereof. Notwithstanding the foregoing, if a cure cannot be effected within the thirty (30) day period and Tenant begins the cure and is pursuing such cure in good faith and with diligence and continuity during the thirty (30) day period, then Tenant shall have such additional time as is reasonably necessary to effect such cure; and (ii) Tenant's ceasing all of its operations at the Leased Premises for a period of six (6) months or longer.
13. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant that is not cured by Tenant within the applicable cure periods specified above, Landlord shall have the following right and remedy in addition to all other rights and remedies available to Landlord at law or in equity: the right to terminate this Agreement.
16. Quiet Enjoyment. Upon Tenant performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Leased Premises during the Term as against all persons or entities claiming by, through or under Landlord.

## **ARTICLE II**

### **General**

1. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by: (a) hand delivery with signature of receipt, or (b) a nationally recognized overnight courier service with proof of delivery, or (c) United States Postal Service, postage prepaid or certified mail, or (d) transmitted by e-mail with acknowledgment or other evidence of receipt, addressed as follows:

To Landlord:           Town of Colchester  
                              127 Norwich Avenue  
                              Colchester, CT 06415  
                              Attention: First Selectman  
                              Email: Selectmans@colchesterct.gov

To Tenant:             Northeastern Connecticut Council of Governments

125 Putnam Pike  
Dayville, CT 06241  
Attention: Executive Director  
Email: john.filchak@necog.org

or to such other address or to the attention of such other person as hereinafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given (a) in the case of hand delivery, at the time of such hand delivery, (b) in the case of overnight delivery service, on the next Business Day, (c) in the case of U.S. mail, three (3) Business Days after postmarked, or (d) in the case of email, upon acknowledgement or other evidence of receipt. "Business Day" shall mean any day except a Saturday, Sunday or federal or state holiday.

2. Effect. This Agreement contains the entire agreement by and between the parties hereto affecting the Leased Premises and supersedes any and all previous agreements, written or oral, between the parties and affecting the Leased Premises.
3. Survival and Succession. The rights and obligations contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
4. Nonwaiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
6. Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.
7. Modification. No modification, waiver or amendment of this Agreement shall be valid unless in writing and signed by the party against whom the enforcement is sought.
8. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.
9. Interpretation. Landlord and Tenant acknowledge each to the other that each and its respective counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
10. Authority. Each party hereby represents and certifies to the other party that this Agreement has been duly authorized, executed and delivered by such party, all approvals under, as applicable rules and regulations have been duly obtained, and this Agreement is enforceable against such party in accordance to its terms. Each party acknowledges that, in entering into this Agreement, the other party is relying on such representations and certifications.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

[Signature page follows]

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands as of the date first set forth above.

TOWN OF CHOLCHESTER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NORTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE B**

**NOTICE OF LEASE**

THIS NOTICE OF LEASE is made pursuant to Connecticut General Statutes Section 47-19 as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between TOWN OF COLCHESTER ("Landlord"), and NORTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS ("Tenant").

1. Landlord and Tenant have entered into that certain Lease dated \_\_\_\_\_, 2019 ("Lease").
2. The leased premises are described on Schedule A attached hereto.
3. The Lease shall commence on July 1, 2019, and shall expire on June 30, 2020.
4. The address of Landlord is \_\_\_\_\_.
5. The address of Tenant is \_\_\_\_\_.
8. The Lease is on file at the offices of Landlord and Tenant at the addresses specified above.
9. This Notice of Lease may be executed in counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Notice of Lease as of the date first written above.

WITNESSES:

TOWN OF COLCHESTER

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

NORTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CONNECTICUT     )  
  )  
COUNTY OF WINDHAM     )     ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of Town of Killingly, a municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public/My Commission Expires:  
Commissioner of the Superior Court

STATE OF CONNECTICUT     )  
  )  
COUNTY OF WINDHAM     )     ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of Northeastern Connecticut Council of Governments, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/My Commission Expires:  
Commissioner of the Superior Court