

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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

Members Present: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman Denise Turner

Others Present: Registrar D. Mrowka, Recreation Director T. Quinn, BOF A. Migliaccio, BOE M. Bylone, Wetlands Office J. Gigliotti, Emergency Mgmt. Director R. Peruta and clerk J. Campbell

1. **Call to Order** -A Shilosky called the meeting to order at 7:01PM
2. **Additions to the Agenda** - None
3. **Boards and Commissions – Interviews and/or Possible Appointments**
 - a. **Senior Center Building Committee**
 1. Madelyn Starkey - interviewed
 2. Anthony Tarnowski - interviewed
 3. David Johnson to be interviewed - Absent
 - b. **Norton Mill Park Committee**
 1. Patrick Reading - interviewed
 2. Robert Misbach - interviewed
4. **Citizen's Comments** - Jeff Koonankeil – 14 Pence Lane stated that he was here to represent Colchester Youth Basketball to address an incident that happen between a member of the board of CYB and CYS.
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**

R. Coyle moved to approve the consent agenda, seconded by S. Soby. Unanimously approved. MOTION CARRIED
6. **Discussion and Possible Action on Naming the Personnel Search Committee for the new Town Planner** - S. Soby moved to name the Board of Selectmen, A. Shilosky, D. Turner, R. Coyle, D. Mizla and S. Soby, as the personnel search committee for the new Town Planner, seconded by D. Mizla. Unanimously approved. MOTION CARRIED.
7. **Discussion and Possible Action on Colchester Land Trust Reduction of Conservation Commission Application Fees** – J. Gigliotti spoke briefly on the history of the project and why the reduction was being asked for. (see attached) S. Soby moved 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, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

8. **Discussion and Possible Action on Emergency Operations Plan** - R. Peruta stated that a Local EOP is required by statutes. The town's plan has not been reviewed in so long that we are behind in submission. The review is complete and needs to be signed by the First Selectman. R. Coyle moved to authorize the First Selectmen, A. Shilosky, to sign the Emergency Operations Plan for the Town of Colchester, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
- R. Coyle asked what the Town was doing in advance of this weekend's extreme temperatures. R. Peruta stated that during business hours the Town Hall and Library is available. S. Soby stated that this shows the need to have a discussion and put a plan in place for times like these or others where we are not dependent on business hours.
9. **Discussion and Possible Action on Northeastern Connecticut Council of Governments (NECCOG) Regional Animal Services Program Contract** - A. Shilosky stated that NECCOG, who is our current Animal Control, is about to lose their rental facility in Dayville. A contract has been put together for review. R. Coyle asked if the rental amount covers the cost of operation on the building, answer is yes. R. Coyle also asked for clarity on Article I #4 and #6. The word "improvements" is used in both items. D. Turner stated that Colchester is spelled wrong in many places in the document. R. Coyle moved to approve the contract with the amendments as stated, seconded by D. Mizla. Unanimously approved. MOTION CARRIED
10. **Citizen's Comments** - M. Bylone 165 Shadbush Drive- strongly suggested that the Emergency Plan which is on flash drive and backed up on a server, also be printed out because those services may not be available come time to use them. She is really excited with the progress of the Senior Center. She also would like the Town to be cautious on relying on the state for funding.
11. **First Selectman's Report** - Paper Mill project received a matching grant, however the lowest bidder came in over budget. The bridge will be redesigned and will go out for rebid in the spring time. The fire department has a pumper that needs \$47,000 in repairs. This will come out of this year's budget and will add about 8-10 years of life to the pumper.
12. **Liaison Reports** - R. Coyle reported on WJJMS – Committee approved \$325,000 invoices, they continue to talk about things that need to be finished. The original budget was \$47 million set by the referendum. \$39.8 has been expended to date. We are \$4.5 under the face of the budget and about \$2 under on the Town Side. They hope to be finished by October.

Commission on Aging – New Officers have been elected. Historic Commission would like to continue to work with the Senior Center to arrange tours of land marks within town. Jane Moreno the long time nutritionist is retiring and the Program Coordinator has been hired. (see attached for details)

R. Coyle and S. Soby reported on Chatham Health-had a public hearing regarding the new regulations for salons. Setting up appointments with area salons, barber shop, etc. to educate on the new regulations. Director has worked with area owners to help to formulate these new regulations. The director is really about educating people first and still holding them responsible while providing safety to patrons. A new position "Environmental Technician" was approved to help replace a hard to fill sanitarian position.

S. Soby reported on Planning & Zoning-Public hearing on a 37 lot Subdivision off Windham Ave. The Public hearing was closed last night and the commission will need to have a conclusion. Regulations have been updated for set-backs. The time the subdivision was built will continue with the regulations at that time.

13. **Adjourn** – S. Soby moved to adjourn the meeting at 8:02pm, seconded by R. Coyle. Unanimously approved. MOTION CARRIED

Respectfully Submitted,

Joanie Campbell, Clerk

Attachments:

Senior Center Contracts
Land Trust Reduction Memo
Draft Lease Agreement
COA Meeting Notes

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

Name/Location	Time Period	Instructor	Pay Rate
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

Name/Location	Time Period	Instructor	Hourly Rate
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**

Name/Location	Time Period	Instructor	Hourly Rate
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.

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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.
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(860) 537-3911

LETTER OF AGREEMENT

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

Name/Location	Time Period	Instructor	Hourly Rate
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.
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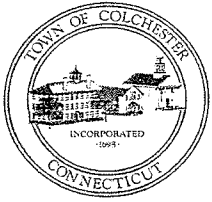
If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

Art Shilosky, First Selectman

Date

Anne Beauregard, Independent Contractor

Date



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Website: www.colchesterct.gov

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 16th 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 –

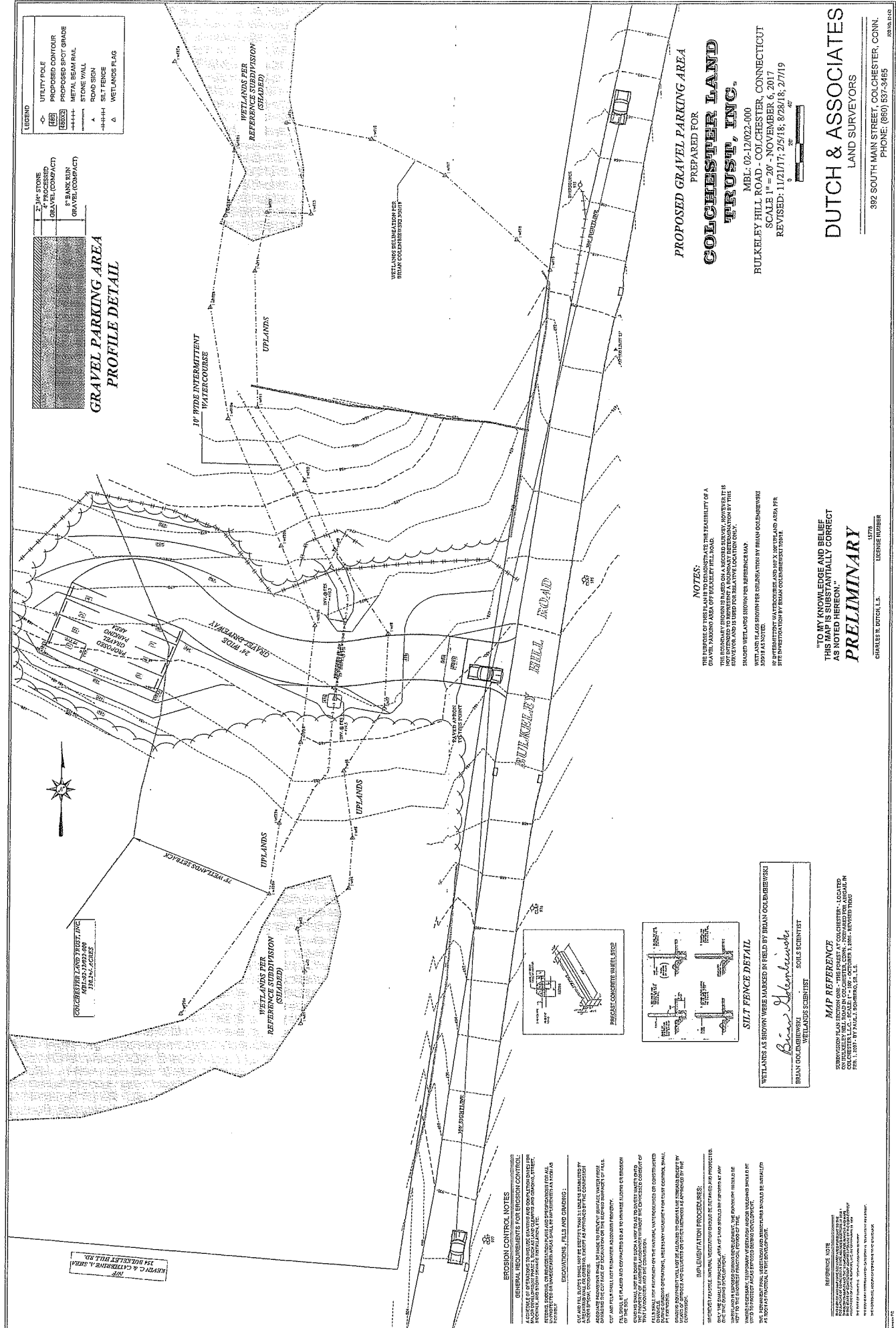
A. Colchester Land Trust

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



LEGEND

- UTILITY POLE
- PROPOSED CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED METAL BEAM RAIL
- STONE WALL
- ROAD SIGN
- SILT FENCE
- WETLANDS FLAG



PREPARED FOR
COLCHESTER LAND TRUST, INC.
MBL: 02-12/02-000
BULKLEY HILL ROAD - COLCHESTER, CONNECTICUT
SCALES 1" = 20' - NOVEMBER 6, 2017
REVISED: 11/21/17; 2/2/18; 8/28/18; 2/7/19

NOTES:
THE PORTION OF THIS DRAWING WHICH IS THE RESULT OF A GRAVEL PAD AND PERIMETER FENCE IS THE RESULT OF A RECORD SURVEY. THE REMAINDER IS BASED ON A RECORD SURVEY, HOWEVER IT IS BASED ON A RECORD SURVEY. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES.

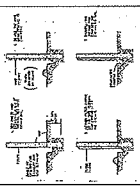
"TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON."
PRELIMINARY

CHARLES R. DUTCH, L.L.
LICENSE NUMBER 15778
PHONE: (860) 537-3465

EROSION CONTROL NOTES
GENERAL REQUIREMENTS FOR EROSION CONTROL:
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION CONTROL MANUAL, 3RD EDITION, 2008, PUBLISHED BY THE NATIONAL SLOPE STABILIZATION SOCIETY (NSSS).
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION CONTROL MANUAL, 3RD EDITION, 2008, PUBLISHED BY THE NATIONAL SLOPE STABILIZATION SOCIETY (NSSS).
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EXCAVATIONS, FILLS AND GRADING:
ALL EXCAVATIONS, FILLS AND GRADING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION CONTROL MANUAL, 3RD EDITION, 2008, PUBLISHED BY THE NATIONAL SLOPE STABILIZATION SOCIETY (NSSS).
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IMPLEMENTATION PROCEDURES:
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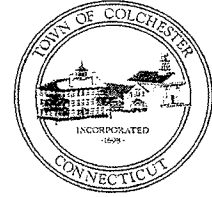


MAP REFERENCE
SUBDIVISION PLAN SECTION ONE - THE FOREST AT COLCHESTER - LOCATED AT COLCHESTER, CT. SCALE: 1" = 40' - OCTOBER 1, 1995 - REVISED THREE TIMES.
FILE: 1-1507 - 41 PAUL F. SUPPANO, D.L.S.

REFERENCE NOTE
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION CONTROL MANUAL, 3RD EDITION, 2008, PUBLISHED BY THE NATIONAL SLOPE STABILIZATION SOCIETY (NSSS).
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Town of Colchester

Geographic Information System (GIS)



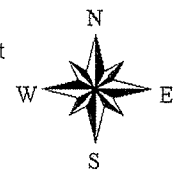
Date Printed: 7/9/2019



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



DRAFT

Lease Agreement

This LEASE (the "Agreement") is entered into as of this ____ day of _____, 2019 by and between the **TOWN OF COLCHESTER**, 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 ~~Colchester~~ 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

COA Meeting-July 8, 2019

We've completed interviews for the Program Coordinator and are in the process of checking references before we make an offer. We expect this person to begin mid to late July.

This month's From the Director's Desk article highlights the Commission on Aging, your mission, the newly appointed cabinet and some projects that you've taken on in recent history. It also stated that there are some vacancies.

The deadline for the window replacement project has been moved forward to August/September per Public Works.

Building Committee member interviews are scheduled for July 10th at a Special Meeting. There are numerous people who have applied for what will be a 7-9 person committee. I will be serving in an advisory capacity.

Mary Bylone is going to begin a new series of programs, featuring her dog, Stitch, who is a certified Therapy Pet. On July 12th she will be leading a program called "Man's Best Friend: The Difference Pets Can Make in our Lives." She will also begin a once per month Pet Therapy program, where those who love dogs can enjoy some time with Stitch.

Beginning on July 24th, we are offering a Chronic Pain Self-Management Workshop series, led by Chatham Health District staff, Nancy and Vickie. *T*

If you haven't already, please sign up in the office for the Regional CoA Roundtable Meeting. Dianne Stone will be our special guest speaker. *Thurs, July 18th*

Senior Farmer's Market Vouchers will be distributed through Senior Resources on Tuesday, July 30 at 9:30 a.m.

I led a program at my monthly In the Know to provide feedback from our Activity Interest Survey which was well- attended. Once a new Program Coordinator is hired and trained, we will be looking to implement some of the wonderful suggestions into our program calendar.

Missy Bauman and I attended a grant hearing at Senior Resources to secure funding for the Making Memories Program, we should hear in late July if we were awarded. The meeting went very well and the panelists were very complimentary about our program.

Jane Moreno, our Nutrition Site Server for over 20 years has announced her intention to retire, effective August 5th. On Friday, August 2nd, we will have a cake and punch reception for her. We'd like to thank her for her hard work and dedication throughout her many years of service. TVCCA will be responsible for filling the position.

Attendance & Meals Served:

- Meals served in May: on site: 145 MOW: 323
- Monthly Transports in May: 748
- Monthly Attendance in May: 2176
- Total Membership: 1297