

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

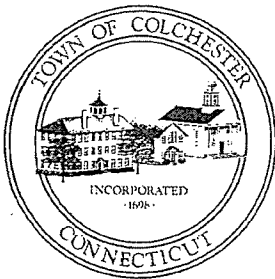
Gregg Schuster, First Selectman

Public Hearing
Thursday, May 3, 2012
Colchester Town Hall

Meeting Room 1 – 7:00pm

1. Call to Order
2. Discussion on Lease Agreement on Old Firehouse
3. Adjourn

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Nancy A. Bray
NANCY A. BRAY
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

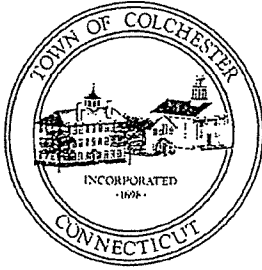
**Board of Selectmen Agenda
Regular Meeting
Thursday, May 3, 2012
Colchester Town Hall**

Meeting Room 1 – Immediately Following Public Hearing at 7:00PM

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the April 19, 2012 Regular Commission Chairmen Meeting
4. Approve Minutes of the April 19, 2012 Regular Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Housing Authority. Member re-appointment for a three-year term to expire 05/01/15. Denise Salmoiraghi to be interviewed.
 - b. Police Retirement Board. Member re-appointment for a three-year term to expire 01/31/15. John Ringo to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Old Firehouse Lease
10. Discussion and Possible Action on Hebron Land Swap
11. Discussion and Possible Action on Ice Cream Vendor for Summer Concert Series
12. Discussion and Possible Action on Town Hall Hours
13. Discussion and Possible Action on Memorandum of Agreement with Local 1303-254 of CT Council #4, AFSCME, AFL-CIO (Town Hall)
14. Discussion and Possible Action on Council of Governments
15. Discussion and Possible Action on Personnel Policy
 - a. Section II, pages 15 – 18 (Holidays) (1st Reading)
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Report
19. Executive Session to Discuss Negotiations with Bacon Academy Trustees
20. Adjourn

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Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Commission Chairmen Regular Meeting Minutes
Thursday, January 19, 2012
Colchester Town Hall – 7:00PM
Meeting Room 1**

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MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Stryker and Selectman Rosemary Coyle.

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: Walter Cox, Dot Mrowka, Dave Anderson, Ron Goldstein, Liz Gilman, Robert Tarlov, Thomas Tyler, Stephen Cohn, Nick Norton, Joe Matthew, and other citizens.

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

2. Commission Updates – Commission Chairs

Liz Gilman reported that the **Agriculture Commission** has been working on the land acquisition and a ranking system for the town of Colchester.

Dave Anderson reported that the **Board of Assessment Appeals** has started April appeals and have several in the upcoming week. They are also researching exemptions for geothermal energy source.

Ron Goldstein reported that the **Board of Education** is busy with the budget process which is now complete and has been presented to the Board of Finance. They are in the process of doing important policy initiatives. The robotics team performed in the Regional and State competition, the jazz choir performed in California and the girls Basketball team won the Class L championship.

Robert Tarlov reported that the **Board of Finance** is heavily involved in budget season as well as reevaluations. Citizens can now go to the town website and calculate what your taxes will be. Also new this year is voting on three bonding issues which include land acquisition, replacement of fire truck/refurbishing of rescue vehicle and road maintenance.

Thomas Tyler reported that the **Building Committee** has finalized an Architectural firm and provided a recommendation to the Board of Selectman to make an award to Tecton architects which has been approved. The architect has been gathering information from several resources in town in working towards the completion of the schematic design. The committee is also in the process of working on a communications plan and delivery methods to be sure they can deliver this project in the most cost effective manner for the town. They are consistently meeting bi-weekly and are very active.

Stephen Cohn reported that the **Economic Development Commission** are pleased to announce that the karate instructional facility located on South Main Street have purchased land and are building a new facility which they believe is a great opportunity for the town to maintain consistent business. The board is in the process of going through old ordinances and helping revise those. There are currently three vacancies on the board if anyone is interested.

First Selectman G. Schuster read a written report by Genea Bell regarding the activities of the **Ethics Commission** (attached #1)

Nick Norton reported that the **Open Space Advisory Committee** continue to explore opportunities to expand on open space. Approved and recommended to the conservation commission the purchase of farm land.

Joseph Mathieu reported that the **Planning and Zoning Commission** is currently down two members. They are currently revising the zoning regulations. They have gone through the first draft as a board.

First Selectman G. Schuster reported on behalf of Robert Parlee regarding the activities of the **Police Commission** who are in the process of wrapping up the rules and regulations, they are also looking at getting more involved in the CERT program and they will be sending the SRO to receive training for crossing guard programs which he will in turn implement this program into the school system.

First Selectman G. Schuster read a written report by Laurie Robinson regarding the activities of the **Zoning Board of Appeals** (attached #2)

No Report Received From:

Merja Lehetinen concerning the **Cable Advisory Committee**
Falk Von Plachecki concerning the **Conservation Commission**
Jack Faski reported that the **Fair Rent Commission**
Ellen Sharon concerning the **Historic District Commission**
Jan LaBella concerning the **Housing Authority**
Sean O'Leary concerning the **Parks & Recreation Commission**
Brendan Healy concerning the **Police Retirement Board**
Richard LeMay concerning the **Sewer & Water Commission**
Pam Scheibelein concerning the **Youth Services Advisory Board**

3. Adjourn

R. Coyle moved to adjourn the Commission Chair Meeting at 7:19 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Gina Santos
Clerk

Attachment #1 (Ethics Commission Report)

Attachment #2 (Zoning Board of Appeals Report)

COMMISSION CHAIR MEETING

THURSDAY, APRIL 19, 2012

ETHICS COMMISSION

The Ethics Commission has had no complaints or requests for advisory opinions since the last report. The Commission currently has two vacancies. In addition, we have a commissioner who is serving overseas. Consequently, we have had to cancel the last few meetings for lack of quorum. The Commission had a presence at the recent volunteer fair but was not able to identify any prospective members. We would appreciate any and all efforts to ensure that the Ethics Commission is fully staffed.

Respectfully submitted,

Genea Bell

Chair, Colchester Ethics Commission

COMMISSION CHAIR MEETING

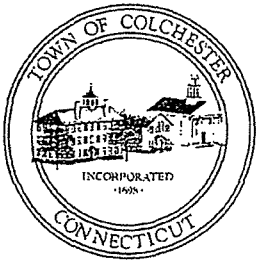
THURSDAY, APRIL 19, 2012

ZONING BOARD OF APPEALS

- The Zoning Board of Appeals has not met since October 2012, due to lack of applications to consider
- As soon as we have an application and meet, the first item on that agenda will be to elect officers
- The ZBA has five members, but we do not have any alternates, which puts us at risk of being able to hear an application with board member present.

Respectfully Submitted,

Laurie Robinson



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Regular Meeting Minutes Thursday, April 19, 2012 Colchester Town Hall

NANCY A. BRAY
TOWN CLERK

Nancy A. Bray

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Meeting Room 1 – Immediately Following Commission Chairmen Meeting at 7:00pm

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, and Selectman Rosemary Coyle

MEMBERS ABSENT: Selectman Greg Cordova

OTHERS PRESENT: Gina Santos, Adam Turner, Dot Mrowka, Jenny Contois, Nancy Bray, Walter Cox, Ron Goldstein, Robert Tarlov, Steven Schuster and other citizens

1. Call to Order

First Selectman G. Schuster called the meeting to order at 7:20pm.

2. Additions to Agenda

S. Soby moved to add to the agenda item #9, "Discussion and Possible Action on Farm Preservation," and renumber accordingly, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the April 5, 2012 Regular Board of Selectmen Meeting

R. Coyle moved to approve the minutes of the April 5, 2012 regular Board of Selectmen meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

4. Citizen's Comments

None

5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Moved to follow item #9

G. Schuster recused himself from the discussion on 5b and turned the chair over to Selectman Soby

b. Fair Rent Commission. Discussion and Possible member appointment for a three-year term to expire 04/30/15. Steven A Schuster was interviewed on 04/05/2012.

R. Coyle moved to appoint Steven A. Schuster as a member of the Fair Rent Commission for a three-year term to expire 04/30/15, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Selectman Soby turned the chair back to First Selectman Schuster

c. Planning & Zoning Commission. Discussion and Possible member appointment for a three-year term to expire 12/31/14. Christopher Bakaj was interviewed on 04/05/2012.

S. Soby moved to appoint Christopher Bakaj as a member of the Planning & Zoning Commission for a three-year term to expire 12/31/14, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

d. Conservation Commission. Alternate appointment for a three-year term to expire 10/31/15. Mike Trocchi to be interviewed.

Mike Trocchi was absent.

6. Budget Transfers

None

7. Tax Refunds

R. Coyle moved to approve the tax refunds of \$5.09 to Richard & Shirley Barber, \$48.00 to Hugh Campbell, \$58.32 to Michael Doody, Jr., \$1,106.38 to Monica & Lisa Everett, \$59.35 to Oscar & Lucia Ferland, \$74.97 to GAIA Colchester LLC, \$11.01 to Walter & Rita Herman, \$98.88 to Nutmeg Gravel & Excavating, \$4,404.40 to Nutmeg Housing Devlp Corp., \$9.82 to Teresa Ortiz, \$50.83 to Gregory & Andrea Rankowitz, \$9.95 to Steven & Lisa Sicard, \$1,395.73 to Ann Smyk, and \$219.47 to VW Credit Leasing LTD, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

8. Presentation of Eagle Scout Project by Kyle McCormick

Kyle McCormick presented his project which was the trail improvement of the Ruby and Elizabeth Cohen Woodlands. Kyle created a project plan and listed the goals. He received approval and started working on the project in July 2011. With the assistance of other Boy Scout troops the goals were accomplished. Kyle thanked Jay Gigliotti, Tim Angell, Greg Plunkett, Sean O'Leary and First Selectman G. Schuster for their assistance with this project.

9. Discussion and Possible Action on Farm Preservation

Discussion was had regarding potential acquisitions and how these acquisitions would be handled. J. Ford suggested looking into outside funding to support this particular acquisition and how should to approach this in the future. Liz Gilman addressed the board regarding her concerns with the future of the farm and how important she believes funding is for it to remain a farm. The liaison of the CT Farm Bureau addressed his concerns.

5a. Fair Rent Commission. Member re-appointment for a three-year term to expire 04/30/2015. Jack Faski to be interviewed.

Jack Faski was interviewed. R. Coyle moved to re-appoint Jack Faski to the Fair Rent Commission for a three-year term to expire 04/30/2015, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Fire Prevention & Safety Grant – Residential Smoke Alarm Program

Chief Cox stated the importance of smoke alarms. The goal is to target specific age groups (i.e. senior citizens and families with young children). These particular smoke alarms have the ability to detect smoldering, high heat flame alarms and are voice activated to alert people of fires. With approval of the grant they would be allowed to purchase 1250 smoke alarms and distribute them to the specific age groups. Chief Cox also stated the fire department would take on the responsibility to assist in training people on how to use the smoke alarms properly and also assist with installation. R. Coyle moved to give Chief Cox permission to apply for the Fire Prevention & Safety Grant, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Local Option Property Tax Relief Task Force

First Selectman G Schuster stated the confusion was over the wording in the ordinance about forming this task force every 5 years. The confusion was what is grand list 2012? R. Coyle researched and concluded this should be done next year.

12. Discussion and Possible Action on Old Firehouse Lease

The board members received a copy of the lease which the language has been agreed upon between the town and the firehouse. S. Soby suggested one change that should be made to the lease. First Selectman G. Schuster will make the appropriate changes.

13. Discussion and Possible Action on Memorandum of Agreement with Collaborative for Colchester's Children (C3)

The members of the board received a packet prior to tonight's meeting with the updates to the memorandum of agreement. Cindy Praisner gave a brief overview. R. Coyle moved to authorize the First Selectman to sign the Memorandum of Agreement with Collaborative for Colchester's Children (C3), seconded by S. Soby. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on Continuation of the Discovery Initiative Grant (C3)

Shelly Flynn gave a brief overview of how the grant works. R. Coyle moved to authorize the First Selectmen to sign the Continuation of the Discovery Initiative Grant for a two year application, S. Soby seconded. Unanimously approved, MOTION CARRIED.

15. Discussion and Possible Action on Personnel Policy

a. Section II, pages 7 – 14 (2nd Reading)

Discussion was had and changes were recommended. First Selectman G. Schuster will make appropriate changes.

16. Citizen's Comments

None

17. First Selectman's Report

First Selectman G. Schuster stated the construction will begin shortly on the grant funded sidewalk on Lebanon Avenue and Main Street. There was a great presentation had regarding FOIA.

18. Liaison Report

J. Ford attended two meetings one with the Historic District Commission and attended the combined meeting of the Open Space and Conservation Committee.

19. Executive Session to Discuss Land Acquisition

S. Soby moved to enter into executive session to discuss land acquisition and to invite the town planner and the chair of the Board of Finance, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:46 p.m.
Exited from executive session at 9:19 p.m.

20. Executive Session to Discuss Litigation and Pending Claims

S. Soby moved to enter into executive session to discuss litigation and pending claims and to invite the town planner, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 9:20 p.m.
Exited from executive session at 9:33 p.m.

21. Executive Session to Discuss Negotiations with Colchester Police Local 2693T, AFSCME Council #15

S. Soby moved to enter into executive session to discuss negotiations with Colchester Police local 2693T AFSCME Council #15, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 9:34 p.m.
Exited from executive session at 9:45 p.m.

22. Executive Session to Discuss Personnel Matter

R. Coyle moved to enter into executive session to discuss personnel matter, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Entered into executive session at 9:46 p.m.
Exited from executive session at 10:00 p.m.

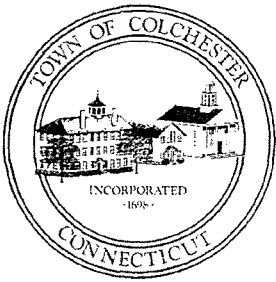
23. Adjourn

R. Coyle moved to adjourn at 10:00 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Gina Santos
Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman *ggs*

Date: 5/03/12

Re: Old Firehouse Lease

As previously discussed, the Town is moving forward on a long term lease with the Colchester-Hayward Volunteer Fire Company for the Old Firehouse. We have recently agreed upon terms and settled on contract language. The proposed contract is attached for your review and possible action.

In order to complete this transaction, several steps need to occur to satisfy State law and our Town charter. Per state law, we are required to hold a public hearing on this matter prior to the final approval of the lease. Per our charter, we are required to gain approval from a Town Meeting as well.

Recommended Motion:

Move that a Special Town Meeting be held at Town Hall on Thursday, May 17, 2012, at 7:00 p.m., to discuss and vote upon a lease for the Old Firehouse between The Town of Colchester and Colchester-Hayward Volunteer Fire Company, Inc., as recommended by the Board of Selectmen, and to authorize the First Selectman to sign all necessary documents.

DRAFT

LEASE

THIS LEASE is made as of _____, 2012, by the TOWN OF COLCHESTER, a municipal corporation, organized and acting under the laws of the State of Connecticut (“Landlord”), and the COLCHESTER HAYWARD VOLUNTEER FIRE COMPANY, INC., a Connecticut non-stock corporation (“Tenant”).

ARTICLE 1. AGREEMENT

Landlord leases the Premises (as defined in Article 2) to Tenant, and Tenant leases the Premises from Landlord, according to the terms, covenants and conditions in this Lease. Tenant acknowledges and agrees that it is fully familiar with the physical condition of the Premises and the structure(s) thereon, is occupying same “As-Is” in its present condition, and that the Premises complies in all respects with all requirements of this Lease.

ARTICLE 2. PREMISES

The Premises are the land and building commonly known as the “Historic Colchester Hayward Fire House”, located at 100 South Main Street, Town of Colchester, County of New London, State of Connecticut, as further described in Exhibit A, attached hereto and made a part hereof.

ARTICLE 3. TERM

The term of this Lease is ninety-nine (99) years, beginning on _____, 2012 (“Commencement Date”) and expiring on _____ 2111 (“Term”).

ARTICLE 4. RENT

(a) Fixed Rent. Tenant will pay Landlord an annual rent of one dollar (\$1.00), receipt of which is hereby acknowledged (“Fixed Rent”). Any amounts to be paid by Tenant under this Lease which are not Fixed Rent are referred to collectively herein as “Additional Rent.” Fixed Rent and Additional Rent shall collectively be referred to as “Rent.”

(b) Additional Rent. Tenant shall pay directly to the taxing authority when due, or, at Landlord’s option, to Landlord, the real estate and personal property taxes, if any, assessed and levied upon the Premises, as well as any special assessments or charges of any kind imposed upon the Premises for any purpose whatsoever during the Term and any interest, penalties, liens, fees and late charges, if any, relating thereto, as to which Tenant shall indemnify and hold Landlord harmless (“Taxes”).

(c) Taxes. In any case where a tax may be levied, assessed or imposed upon the Additional Rent reserved hereunder in lieu of or as a substitute, in whole or in part, for Taxes levied, assessed or imposed by any governmental authority upon the Premises or any part thereof, Tenant shall pay the same, the intention of this paragraph being that Tenant shall pay all Taxes arising out of the operation of or imposed in connection with the Premises, without regard to how such tax is described, interpreted, construed or characterized by any governmental authority or court, provided that this Section shall not be construed to include income taxes assessed against Landlord, franchise, estate, succession, inheritance or transfer taxes or any tax or charge in replacement or substitution of the foregoing or of a similar character.

(d) Net Lease. This Lease is and shall be deemed and construed to be a “net lease,” and Tenant shall pay all operating, maintenance, repair, renovation and utility costs and insurance premiums, except for those costs under Article 6(c) and, in addition, shall pay to Landlord, absolutely net throughout the Term, the Rent and all other payments required hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff of any kind.

ARTICLE 5. UTILITIES

Tenant will pay directly to the appropriate suppliers, or at Landlord’s option, to Landlord, fees for all utilities used in the Premises, including, but not limited to, water, gas, electricity, light, heat, telephone, power, and other utilities and communications services. Tenant will also procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the services to and upon the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any of such services.

ARTICLE 6. INSURANCE

(a) Tenant’s Insurance. Tenant shall, at Tenant’s expense, obtain and keep in force during the Term a policy of comprehensive public liability insurance (including comprehensive general liability insurance) in the amount of \$1,000,000 per occurrence, insuring Tenant against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be in the amounts designated by the Landlord, in its sole discretion. Such amounts may be reasonably increased by Landlord from time to time. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Such insurance shall also name Landlord as an additional insured therein. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but the cost thereof shall be borne by Tenant as Additional Rent. Insurance required hereunder shall be in companies rated A-XI or better in Best’s Insurance Guide. Tenant shall deliver to Landlord, prior to or at the beginning of the Term, a copy of the policy of liability insurance required herein or certificate evidencing the existence and amounts of such insurance. No such policy shall be subject to reduction of coverage without thirty (30) days’ prior written notice, provided that the coverage cannot be reduced below the minimum levels set forth above. All such policies shall be written as primary policies not to be cancelable or reduced as aforesaid by the insurer without first giving to Landlord at least thirty (30) days’ prior written notice. Tenant shall also obtain and keep in force during the Term, at Tenant’s expense, a policy of hazard insurance for its property located in the Premises.

(b) Glass. Tenant shall be responsible for all breakage or injury to plate glass, other glass or structural glass in the Premises and agrees to replace all the glass as cited herein in the Premises which may be injured or broken during the Term with glass of the same kind and quality, unless same shall be broken by fire, and shall carry insurance to cover such breakage or injury in an approved casualty company in the name of Landlord and pay the premium when due and payable.

(c) Landlord’s Insurance. Landlord shall maintain in full force and effect throughout the Term a policy of hazard insurance insuring the Premises against loss by or damage due to risks covered by the broad form policy or such broader coverage as may from time to time be customary, including fire, lightning, extended coverage, boiler explosion, vandalism and malicious mischief. Such policy shall be in an amount deemed reasonable by the Landlord. Nothing herein shall preclude any such policy from bearing a loss payee endorsement(s) in favor of the holder(s) of any mortgage from Landlord which may encumber the Premises. Proceeds from said fire insurance policy shall be payable, first, to the holder(s) of

any such mortgage to the extent required thereby, and the balance shall then be payable solely to Landlord.

(d) Tenant's Use Not To Affect Insurance. Tenant shall not use the Premises, nor permit the Premises to be used, nor acts to be done therein which will cause a cancellation of any such insurance policies. Tenant shall not keep or permit to be kept in or about the Premises any article which may be prohibited by any standard form policy of fire insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises, so that the Premises shall at all times be insurable for fire extended coverage and the risks specified above. That the Premises are being used for the purpose set forth in Article 7 hereof, shall not relieve Tenant from the foregoing duties, obligations and expenses.

ARTICLE 7. USE

(a) General. The Premises will be maintained and used for historical purposes, specifically as a "fire museum", and upon Landlord's prior written consent, which consent shall be in Landlord's sole discretion, any other lawful purpose relating to the Tenant's use of and maintenance of the Premises known as the Town's "Historic Colchester Hayward Fire House"

(b) No Representations. Tenant acknowledges that neither Landlord nor any representative or agent thereof has made any representation or warranty to Tenant as to the suitability of the Premises known for the uses stated in Article 7(a).

(c) Compliance With All Laws. Tenant shall, at its sole cost and expense, comply with all federal, state, and municipal statutes, ordinances and regulations in force during the Term affecting the Premises and with any direction of any public officer, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, or the use or occupation thereof. Should any standard or regulations affecting Tenant's use of the Premises now or hereafter be imposed on Landlord or Tenant by any governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, lessors or lessees, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulation.

(d) Environmental. Tenant shall not use or suffer the Property to be used in any manner so as to create an environmental violation or hazard, nor shall Lessee cause or suffer to be caused a contamination or discharge of any substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes hazardous substance or hazardous waste.

(e) Compliance with "Easements, Declaration of Covenants, and Declaration of Preservation Restrictions". The Tenant acknowledges that the Premises are subject to an agreement between the Landlord and the State of Connecticut, Connecticut Commission on Culture and Tourism, entitled "Easements, Declarations of Covenants, and Declaration of Preservation Restrictions" ("Easements"), recorded on the Land Records on the Town of Colchester at bk. 1086, pp. 289-297. A copy of said Easements marked Exhibit B is attached hereto and made a part hereof. The Tenant shall comply with and perform all of the obligations of the Landlord, its officers, officials, volunteers, representatives, employees, department, boards, commissions, agencies, successors and assigns under said Easements and shall indemnify and hold the Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions, agencies, successors and assigns, harmless from and against any and all demands, claims, causes of action, fines, penalties, sanctions, damages (including consequential damages), losses, liabilities, judgments and expenses (including without limitation attorney's fees and court costs) claimed to have arisen out of Tenant's failure to comply with said obligations. The Tenant

shall immediately notify the Landlord in writing upon its receipt from the grantee (or any successor or assign of grantee) under the Easements of any claim of violation of the Easements and Tenant shall immediately at its own expense take all steps necessary to eliminate any such violation. Notwithstanding the terms of paragraph 7 of the Easements, the use of the premises under this lease shall be solely as stated in paragraph 7(a) of this lease. The Tenant shall provide a copy of any notice or other communications by it to the grantee or any successor or assign thereof, or by the grantee (or any successor or assign of grantee) to it under said Easements and Tenant shall annually until the termination of the Easements provide the Landlord in writing a report demonstrating its compliance with the Easements during the preceding year. Tenant shall obtain and maintain all insurances required by paragraph 9 of the Easements and shall cause the Landlord to be named as an additional insured on all such policies.

ARTICLE 8. ENVIRONMENTAL MATTERS

(a) Definitions. For purposes of this Article the following definitions apply:

(1) “Environmental Conditions” means circumstances with respect to soil, surface waters, groundwaters, stream sediment, air and similar environmental media, both on-site and off-site of the Premises, that could require remedial action and/or that may result in claims and/or demands by and/or liabilities to third parties, including, but not limited to governmental entities. Environmental Conditions shall include those discovered after the termination of this Lease that result from the Tenant’s acts, omissions, occupancy and/or operations on the Premises.

(2) “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials (as hereinafter defined), worker and community right-to-know, hazard communication, noise, remediation standards associated with soil and/or groundwater, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental, health, safety, building, land use, and local government concerns as may now or at any time hereafter be in effect. Such laws include, but are not limited to, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Administration and Regulations, the Comprehensive Environmental Response, Compensation, and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide Fungicide and Rodenticide Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Title 22a of the Connecticut General Statutes, all as amended and effective on the date hereof and including subsequent amendments thereto.

(3) “Existing Environmental Compliance Liability” means any or all environmental permits, approvals, consents, stipulations, licenses, registrations, certificates and authorizations which are required under the Environmental Laws applicable to the Tenant’s operations or occupancy on the Premises during the term.

(4) “Hazardous Materials” means any petroleum, petroleum products, waste oil, fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, asbestos or asbestos containing materials, PCB’s, or infectious materials all as may be defined under the Environmental Laws, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(5) “Notice” means any summons, citation, directive, order, claim, litigation, pleading, investigation, proceeding, judgment, letter or any other written or oral communication from the United States Environmental Protection Agency (“USEPA”), ~~Connecticut Department of Environmental Protection~~ the Connecticut Department of Energy & Environmental Protection (“DEEP”), or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or emission which has resulted in or which may result in the Release (as hereinafter defined) of any Hazardous Material into the environment including, the surface water, groundwater, soil, air, or other environmental media, or other violation or alleged violation of Environmental Laws and shall expressly include the imposition of any lien pursuant to any Environmental Law.

(6) “Release” means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, escaping, leaching, disposing, seeping, infiltrating, draining or dumping. This term shall be given its broadest meaning under the Environmental Laws, and be interpreted to include both the present and past tense, as appropriate.

(7) “Site Remediation Measures” means any efforts of federal, state or local government, or Landlord, or Tenant, their contractors, subcontractors, or agents, which are made, designed, initiated, or maintained to ensure that Environmental Conditions are consistent with Environmental Laws or to mitigate Existing Environmental Compliance Liability, and may include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration and other remedial efforts of any kind.

(b) Tenant’s Restrictions. Tenant shall not cause or permit to occur:

(1) Any violation of any Environmental Law during the Term arising from Tenant’s acts, omissions, use and/or occupancy of the Premises regardless of whether such violation is discovered during or after the Term of this Lease; or

(2) The use, generation, Release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Materials on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Materials; or

(3) Any activity at the Premises which would cause the Premises to be subject to the Connecticut Transfer Act, Sections 22a-134 et seq., or Title 40, Section 264 of the Code of Federal Regulations pertaining to Hazardous Waste Treatment, Storage or Disposal Facilities; or

(4) The installation or use of any underground storage tank as defined and regulated under the Environmental Laws.

(5) Subsections (1), (2), (3), and (4) are collectively “Tenant’s Restrictions.”

(c) Tenant’s Obligations.

(1) Tenant shall, at Tenant’s expense, comply with all Environmental Laws relating to Tenant’s use and occupancy of the Premises.

(2) Tenant shall be responsible for any Environmental Condition or a Release of Hazardous Materials occurring during the Term, at or from the Premises relating to Tenant’s use and/or occupancy of the Premises regardless of whether such Environmental Condition discovered during or after the term of this Lease. Tenant shall, at Tenant’s expense, implement all Site Remediation Measures and post with Landlord a bond or other financial assurance to complete such remediation.

(3) Tenant shall promptly provide a copy of any Notice, or information relating to a Release of Hazardous Materials on the Premises, to the Landlord, and thereafter, at Tenant's expense, Tenant shall comply with the provisions of such Notice, or implement Site Remediation Measures to address the Release.

(4) If Tenant fails to fulfill any duty imposed under this Article within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. Tenant shall reimburse Landlord for all costs of response, including attorneys' fees, and no such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this Article.

(5) Subsections (1), (2), (3), and (4) are collectively "Tenant's Obligations".

(d) Tenant's Environmental Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its officers, officials, volunteers, representatives, employees, department, boards, commissions, agencies, successors and assigns from all fines, suits, procedures, penalties, claims, liability, damages, expenses and actions of every kind, and all costs associated therewith (including, without limitation, attorneys' and consultants' fees) arising out of or in any way connected with a breach of Tenant's Obligations or Tenant's Restrictions, including but not limited to the Release of Hazardous Materials or the creation of any Environmental Condition occurring during the Term, on, under, about or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with Environmental Laws or its Existing Environmental Compliance Liability.

(e) Inspection. Landlord and its designation agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty to immediately enter upon the Premises to remedy any Environmental Condition caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby, and Tenant shall reimburse Landlord for all costs of response, including without limitation attorneys' fees.

(f) Condition of Property. Landlord and Tenant agree that:

(1) Tenant will be leasing the Premises "as is" and that Landlord is making no representations or warranties about the Environmental Conditions on the Premises;

(2) Tenant has been given the opportunity to thoroughly inspect the Premises;

(3) Tenant shall be responsible for all environmental conditions arising on the Premises after the date on which Tenant takes possession of the Premises and arising from the acts and/or omissions of the Tenant or anyone acting for or under the authority of the Tenant.

(g) Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9. INSPECTIONS

(a) Inspection. Landlord and its designated agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether the Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any situation or matter caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby, and Tenant shall reimburse Landlord for all costs of response, including without limitation attorneys' fees.

ARTICLE 10. ASSIGNMENTS AND SUBLEASES

(a) No Assignment by Tenant. Tenant expressly covenants that it shall not assign, mortgage or encumber this Lease, or sublet, or permit the Premises or any part thereof to be used by others.

(b) Landlord's Assignment. Landlord shall be entitled to convey and otherwise dispose of the Premises and shall be entirely free and released of all covenants and obligations of the Landlord after the Premises are so conveyed, and Landlord shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. The purchaser, or any person who takes title to the Premises from the Landlord or any person who subsequently holds title to the Premises other than by reason of foreclosure, shall be deemed to have assumed and agreed to carry out any and all covenants on Landlord's part to be performed under this Lease. No further agreement will be required between the Landlord and Tenant and any person holding title subsequent to Landlord in connection with the assumption of the obligations of Landlord hereunder.

ARTICLE 11. SIGNS

Tenant may only install signs that identify the property as "Historic Colchester Hayward Fire House" the Premises and all such signs shall be installed in accordance with federal state and local statutes, laws, ordinances, and codes. In addition to any governmental approvals, all signs are subject to the prior written approval of Landlord, which consent shall not be unreasonably withheld. This provision shall not restrict the Town of Colchester when acting in its municipal or zoning capacity. Approval of any signs by the Town of Colchester pursuant to its zoning regulations shall not constitute approval by the Landlord pursuant to this Article 11.

ARTICLE 12. REPAIRS AND MAINTENANCE

(a) Tenant's Obligations. Tenant shall repair, replace and maintain the Premises in good order and condition, including without limitation, the exterior walls, underflooring and roof of the Premises, and any improvements installed/constructed during the Term. Tenant shall be responsible for maintaining the Premises at its expense in a neat and orderly condition.

(b) Tenant's Failure to Repair. If Tenant fails to make repairs or replacements or to maintain the Premises, Landlord may, but shall have no duty, make the repairs or replacements or maintain the Premises at the expense of Tenant, and the expense will be collectible as Additional Rent to be paid by Tenant within fifteen (15) days after delivery of a statement for the expense.

(c) Notwithstanding anything in this Article 12 or in Article 13 to the contrary, all work done by Tenant shall be done in accordance with the Secretary of the Interior's Standards for the Treatment of

Historic Properties, 36 Code of Federal Regulations, Part 68, Sections 68.3, as they may be amended from time to time (the "SI Standards"). In addition, Tenant agrees that it shall repair and maintain (as required by this Article 12) and make any additions, alterations or improvements under Article 13, to the standards that Landlord would be held to if it were repairing, maintaining, altering or improving the Premises, including but not limited, to any requirements of any grant funding for the Premises, including without limitation Exhibit B; inclusion of the Premises in a historic district; and/or any recorded encumbrances in regards to the Premises and inclusion of the Premises on the National Register of Historic Places. ~~Tenant specifically agrees that this Lease is subject to and Tenant acknowledges and agrees to be bound by the terms of a grant by the State of Connecticut for the Town of Colchester. FILL IN DETAILS AND INCORPORATE.~~

ARTICLE 13. ALTERATIONS.

(a) Written Consent of Landlord. Tenant shall not make, or suffer to be made, any additions, alterations or improvements to the Premises or any part thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld:

(1) Tenant shall notify Landlord in writing specifying in detail the alterations or additions contemplated;

(2) Such notice shall be accompanied by a plan, blueprint or diagram showing such proposed alterations or additions, and a bid or contract signed by a reputable builder or contractor, undertaking to perform said work as shown on said plan, blueprint or diagram for a specified cost stated thereon;

(3) Tenant shall provide proof that the proposed alterations will be in accordance with the SI Standards and all other applicable laws; and

(4) Landlord shall within a reasonable time indicate in writing its approval or disapproval of said contemplated alterations or addition; and

(5) If Landlord approves thereof and the specified cost as above stated is less than Ten Thousand Dollars (\$10,000), such approval shall constitute the necessary consent to such alterations or additions; and

(6) If the cost of the proposed alterations is more than Ten Thousand Dollars (\$10,000), Tenant shall also furnish to Landlord proof of funding to complete the proposed alterations and agrees to indemnify and hold Landlord harmless from and against any and all claims, losses or damages resulting from the failure of Tenant, its agents, servants or employees or independent contractors fully to complete said alterations or additions in accordance with said plan or blueprint, or fully to pay therefor.

(b) No Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any mechanic's lien or any conditional sale, title retention agreement or chattel mortgage, which might be or become a lien, encumbrance or charge upon the Premises or any part thereof. If any mechanic's lien shall at any time be filed against the Premises or any part thereof, Tenant, within (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such a lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, after ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the

prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of ten percent (10%) per annum from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute Additional Rent payable by Tenant and shall be paid by Tenant to Landlord on demand.

(c) In Accordance with Laws. Any alterations, additions, or improvements to the Premises shall be in accordance with accepted building practices and in compliance with all applicable laws, including but not limited to, building codes, zoning ordinances, rules and regulations of the Town or State of Connecticut. Tenant shall obtain all necessary and appropriate permits, licenses and approvals from all applicable governmental authorities. Tenant shall not do anything or permit anything to be done upon the Premises which will adversely affect the safety or security of the Premises.

(d) Part of Realty. Any additions, alterations or improvements to the Premises, including carpeting, partitions and fixtures of any kind, shall, at Landlord's option, become at once a part of the realty and belong to Landlord, except for furniture, trade fixtures, furnishings, machinery and equipment belonging to Tenant.

(e) No addition, alteration, or improvement shall be made to the Premises, or any structure(s) thereon, unless it is consistent with the purposes and uses of the Premises permitted by this Lease.

ARTICLE 14. END OF TERM

At the termination or expiration of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent, if the trade fixtures or equipment are used in the operation of the building or if the removal of the fixtures or equipment would impair the structure of the building. Whether or not Tenant is then in default, Tenant will remove alterations, additions, improvements, trade fixtures, equipment, and furniture that Landlord has requested be removed. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the building or Premises caused by removal of the property. Tenant's obligation to observe and perform this covenant will survive the termination of this Lease.

ARTICLE 15. DAMAGE AND DESTRUCTION

If, at any time during the Term, the Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind of nature, foreseen or unforeseen, Tenant shall immediately notify Landlord in writing of such occurrence.

(a) Substantially Damaged. If the Premises are substantially damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days of such damage or destruction, and this Lease shall terminate immediately, upon which Tenant shall

vacate and surrender the Premises to Landlord. If Landlord does not terminate this Lease, Tenant has the option of promptly repairing the damage and restoring and rebuilding the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect to such damage or destruction, if any. Any such repair, restoration and rebuilding is to be done within a reasonable time after the damage or destruction. Subject to the rights of any lender of the Landlord, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair, restoration or rebuilding. Tenant shall notify Landlord that it will be repairing, restoring and rebuilding the Premises within one hundred twenty days (120) days after the earlier of: (i) the expiration of Landlord's right to terminate this Lease or (ii) Landlord's notification to Tenant that Landlord is not terminating this Lease pursuant to its right of termination. If Tenant elects not to repair, restore or rebuild the Premises, then Landlord may terminate this Lease at any time after the earlier of: (i) notification by Tenant that it will not repair, restore or rebuild or (ii) the passage of the aforementioned time periods.

(b) Not Substantially Damaged. If a fire or other casualty damages but does not substantially damage or destroy the Premises, Tenant shall promptly repair or restore the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect of such damage or destruction, if any. Subject to the rights of any lender, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair or restoration, which shall be undertaken in accordance with the provisions of Articles 12 and 13.

(c) Definition of Substantially Damaged. The Premises shall be deemed substantially damaged or destroyed if more than twenty-five (25%) of the Premises is damaged or destroyed or if the Premises cannot be used by the Tenant in substantially the same manner it was being used prior to the fire or other casualty.

(d) No Costs to Landlord. Tenant may not terminate this Lease or repair the Premises at Landlord's expense as a result of a casualty, and no damages, compensation or claim shall be payable by Landlord for any casualty or any inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises pursuant to this Article 15.

(e) Tenant's Improvements. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to (i) carry any insurance for, (ii) make any insurance proceeds available to Tenant for, (iii) repair any injury or damage by fire or other cause to, or (iv) make any repairs or replacements of the following: the interior of the Premises; any leasehold improvements made by Tenant; or fixtures, inventory or other personal property of Tenant, of employees and those claiming by, through or under Tenant. Rather, Tenant shall maintain at its own cost and expense insurance insuring all fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the expense of Tenant, any carpeting or other personal property in the Premises on the beginning of the Term installed by Landlord, all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, and other personal property located in the Premises acquired by or for the account of Tenant.

(f) Waiver of Subrogation. Each policy of fire insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other party in connection with or arising out of any damages to the Premises or Tenant's property contained in the Premises caused, as the case may be, by fire or other risks or casualty covered by such insurance. In no event shall Tenant, any person or corporation claiming an interest in the Premises by, through or under Tenant, or Landlord claim, maintain or prosecute any action or suit at law or in equity against the other party for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Premises or any part thereof, for

which Landlord or Tenant is required to be insured under the provision of this Lease, whether or not caused by the negligence of the other party, or the agents, servants or employees of the other party.

ARTICLE 16. CONDEMNATION

(a) General. In the event any permanent taking of all or any portion of the Premises (or any interest therein), which permanent taking of such portion materially impairs the use of the Premises then being made by Tenant, prior to the expiration or earlier termination of this Lease and by reason of any exercise of the power of eminent domain (whether by condemnation proceedings or otherwise) or by reason of any transfer of all or part of the Premises (or any interest therein) made in avoidance of such an exercise, the rights and obligations of Landlord and Tenant with respect to this Lease shall terminate as of the date of the Appropriation, as hereinafter defined. Such permanent taking, damage and/or transfer is an "Appropriation."

(b) Permanent Taking. A taking is permanent if its duration is more than one week.

(c) Respective Rights. Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to an Appropriation or intended Appropriation and to make full proof of its claims, but Tenant's rights hereunder are limited to the award entitlements set forth in Article 16(d) below. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of the Landlord.

(d) All Awards to Landlord. All awards, settlements and the like for the taking of the Premises, or any part thereof, shall be paid to Landlord and shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired Term.

ARTICLE 17. SUBORDINATION

(a) General. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground lease or underlying lease, first mortgage, first deed of trust, or other first lien encumbrance or indenture from the Landlord to any third party, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises, any interest of Landlord in the Premises, or Landlord's interest in this Lease and the estate created by this Lease. This provision will be self-operative and no further instrument or subordination will be required in order to affect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, any documents as may be requested by Landlord, any ground landlord or underlying lessor, or any mortgagee, or any holder of a deed of trust or other instrument described in this section, to confirm or effect the subordination. If Tenant fails or refuses to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors, and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph.

(b) Attornment. If any holder of any mortgage, indenture, deed of trust, or other similar instrument described in subparagraph (a) above succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone succeeding to the interest of Landlord, automatically become the Tenant of, and attorn to, the successor-in-interest without change in this Lease. The successor-in-interest will not be bound by (1) any payment of Rent for more than one month in advance, (2) any amendment or modification of this Lease made without its written consent, (3) any claim against Landlord arising prior to the date on which the successor succeeded to Landlord's interest, or (4) any claim or offset of Rent against the Landlord. Upon request by the successor-in-interest and without cost to Landlord or successor-in-interest, Tenant will execute,

acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor-in-interest will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints the successor-in-interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any document described in this Article 17.

ARTICLE 18. LANDLORD'S ACCESS

Landlord, its agents, employees, and contractors may enter the building at the Premises at any time in response to an emergency, and at reasonable hours with prior written notice to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lenders, (c) determine whether Tenant is complying with its obligations under this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of nonresponsibility or similar notices, or (f) make repairs or conduct maintenance which this Lease requires Landlord to make, if any. Landlord may enter upon the land at the Premises at any time for any municipal purpose. Tenant waives any claim on account of any injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry. Landlord will at all times have a key with which to unlock all of the doors to and within the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means Landlord may deem proper to open doors within the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means will be forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any entry entitle Tenant to damages or any abatement of Rent or other charges which this Lease requires Tenant to pay.

ARTICLE 19. INDEMNIFICATION, WAIVER AND RELEASE

(a) Indemnification. Tenant will indemnify Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions and agencies against, and hold Landlord, its officers, officials, volunteers, representatives, employees, departments, boards, commissions, agencies, successors and assigns harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from:

(1) the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

(2) any activity, work, or thing done or permitted or suffered by Tenant in or about the Premises;

(3) any acts, omissions, or negligence of Tenant, any person claiming under Tenant, or other employees, agents, officers, officials, representatives, members, contractors, invitees, volunteers, or visitors of Tenant or any person;

(4) any breach, violation, or nonperformance by Tenant, any person claiming under Tenant, or the employees, agents, officers, officials, representatives, members, contractors, volunteers, invitees or visitors of Tenant, of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

(5) any injury or damage to the person, property, or business of Tenant or its employees, agents, officers, officials, representatives, contractors, invitees, visitors, or any other person entering upon the Premises.

If any action or proceeding is brought against Landlord, officials, its employees, representatives, agents, boards, or commissions, by reason of any claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's sole expense with counsel reasonably satisfactory to Landlord.

(b) Waiver and Release. Tenant waives and releases all claims against Landlord, its officers, employees, agents, officials, volunteers, representatives, employees, departments, boards, commissions and agencies with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees will not be liable for any loss, injury death or damage (including consequential damages) to persons, property, or Tenant's business occasioned by: theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

ARTICLE 20. COVENANT OF QUIET ENJOYMENT

So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises during term hereof will not be disturbed by Landlord.

ARTICLE 21. LIMITATION ON TENANT'S RECOURSE

Tenant's sole recourse against Landlord, its successors and assigns, is to the interest of Landlord in the Premises. In this paragraph the terms "Landlord" and "successors" and "assigns" include the officers, officials, volunteers, representatives, employees, departments, boards, commissions and agencies of Landlord and its successors and assigns.

ARTICLE 22. BREACH AND LANDLORD'S REMEDIES

(a) Breach. As used in this Lease, "Breach" means any of the following:

(1) the failure of Tenant to pay when due any Rent, monies or charges required by this Lease to be paid or caused to be paid by Tenant;

(2) the failure of Tenant to do any act, other than the payment of Rent, monies or charges, required by this Lease to be done or caused to be done by Tenant, within ten (10) days after receipt by Tenant of written notice from Landlord stating that such act to be done by Tenant has not been done. In the event such act cannot be accomplished within said ten (10) day period, then Tenant, to preclude a Breach, must commence the accomplishment of such act within said ten (10) day period and thereafter proceed with diligence and good faith to accomplish same;

(3) tenant's causing, permitting or suffering to be done any act: (i) required by this Lease to have prior written consent of Landlord, unless such consent is so obtained; or (ii) prohibited by this Lease;

(4) tenant's abandonment or vacation of the Premises or failure to occupy the Premises for more than ten (10) consecutive days;

(5) tenant's failure to maintain and repair the Premises as provided in Article 12 or to renovate or restore the Premises in accordance with Article 13; and/or

(6) any (i) attachment, execution or judicial levy upon the leasehold estate hereunder; (ii) assignment of said leasehold estate for the direct or indirect benefit of creditors of Tenant; (iii) any agreement whereby Tenant loses control of its business to a committee of its creditors; (iv) judicial appointment of a receiver or similar officer to take possession of said leasehold estate of the Premises; (v) filing of any petition by, for or against Tenant or filing for a debtor's proceeding under any chapter of federal bankruptcy law or state bankruptcy law, which, only with respect to any filing against Tenant and not consented to or acquiesced in by Tenant, is not released or terminated within thirty (30) days of said filing; or (vi) the legal dissolution of the Tenant.

(b) Remedies. Following the occurrence of a Breach, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(1) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord together with interest thereon at the rate of ten percent (10%) from the date of such expenditure shall be payable by Tenant to Landlord upon demand;

(2) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant;

(3) re-enter the Premises by summary proceedings, or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without Landlord being liable for trespass or for any loss or damage occasioned thereby; and/or

(4) exercise any other legal or equitable right or remedy Landlord may have.

(b) Tenant's Waiver. Tenant hereby specifically waives the right to receive any notice to quit as prescribed by the Connecticut General Statutes. All costs and expenses incurred by Landlord, including, without limitation, attorney's fees, in enforcing any of its rights and remedies under this Lease shall be repaid to Landlord by Tenant upon demand.

(c) Damages. If this Lease or Tenant's possessory interest pursuant thereto is terminated by Landlord pursuant to this Article, Tenant nevertheless shall remain liable for (a) all Rent and other sums due and all damages which Landlord sustained to the date of such termination, and all costs, fees and expenses, including attorney's fees, incurred by Landlord in pursuit of its remedies hereunder and/or in connection with renting the Premises to others from time to time (collectively, "Residual Damages"). If this Lease or Tenant's possessory interest pursuant thereto is terminated pursuant to this Article, Landlord may rent the Premises or any part thereof, alone or together with other premises, for such period or periods which may be greater or less than the period which otherwise would have constituted the balance of the Term, and on such terms and conditions (which may include concessions for free Rent and alterations of the Premises) as Landlord, in its discretion, may determine. If Landlord relets the Premises, Landlord shall reimburse Tenant from any Rent received prior to the end of the Term from such reletting (in an amount up to but not exceeding the Residual Damages) if and when Landlord receives any such Rent. Landlord shall be under no obligation to Tenant to take any action against any new tenant to

enforce payment of any such Rent, provided that all costs, including but not limited to attorneys' fees, incurred by Landlord in reletting the Premises and enforcing payment of any such Rent shall be deducted from amounts otherwise reimbursable to Tenant hereunder to the extent not recovered from such new tenant.

(d) All Landlord Rights Cumulative. Any and all rights and remedies which Landlord may have under this Lease, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all such rights and remedies may be exercised at the same time.

ARTICLE 23. MISCELLANEOUS

(a) Recordation. At either party's request, the other party shall execute and deliver to the requesting party a notice of this Lease, in recordable form, in accordance with Section 47-19 of the Connecticut General Statutes, as amended, for the purpose of evidencing this Lease of record.

(b) Holding Over. If Tenant remains in possession of the Premises after the end of this Lease without the express consent of Landlord, Tenant will occupy the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

(c) Estoppel Certificate. Each of the parties, at the request of the other party and within ten (10) days of such request, shall furnish to such party a statement that this Agreement is in full force and effect; that it has not been assigned, modified or amended in any way (or if it has, then stating the nature thereof); that there are no known breaches thereof (or if there are, describing the same with particularity); and other matters as may be reasonably requested by the requesting party.

(d) No Waiver. No waiver of any condition or agreement in this Lease by Landlord will imply or constitute a further waiver by the Landlord of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance or a surrender of the Premises, and no agreement to accept the surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, or receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No collection will be deemed a waiver of the covenant in this Lease against assignment and subletting; the acceptance of the assignee, subtenant, or occupant as tenant; or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(e) Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

(f) Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease will be written and will be deemed to have been given (1) when personally delivered, (2) by deposit in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested or (3) by deposit with a nationally recognized overnight delivery service, addressed to:

Landlord: Town or Colchester
Town Hall, Office of the First Selectman, Suite 201
127 Norwich Avenue
Colchester, CT 06415

Tenant: Colchester Hayward Volunteer Fire Company, Inc.
52 Old Hartford Road
Colchester, CT 06415

Either Landlord or Tenant may change its address for purposes of this section by giving written notice according to this section. Any notice from Landlord to Tenant will be deemed to have been given if delivered to the Premises, addressed to Tenant, whether or not Tenant has vacated or abandoned the Premises.

(g) Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns.

(h) Entire Understanding. This Lease sets forth the entire understanding between the parties hereto with respect to all matters referred to herein, and the provisions hereof may not be changed or modified except for an instrument in writing signed by both parties hereto.

(i) Governing Law. This Lease is made and delivered within the State of Connecticut and shall be construed and enforced in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

(j) Severability. If any terms(s) or provisions(s) of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(k) **COMMERCIAL TRANSACTION WAIVER. TENANT ACKNOWLEDGES THAT THIS LEASE IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LANDLORD MAY DESIRE TO USE.**

Landlord and Tenant have executed this Lease as of the date first above written.

Signed sealed and delivered in the presence of:

LANDLORD:
TOWN OF COLCHESTER

Witness _____

By: _____
Gregg Schuster
Its Duly Authorized First Selectman

Witness _____

TENANT:

COLCHESTER HAYWARD VOLUNTEER
FIRE COMPANY, INC.

Witness _____

By: _____

Witness _____

Its Duly Authorized

STATE OF CONNECTICUT)

COUNTY OF NEW LONDON) ss: Colchester)

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared Gregg Schuster, who acknowledged himself to be the First Selectman of the **TOWN OF COLCHESTER** a municipal corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand.

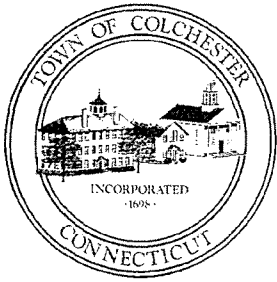
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: Colchester
COUNTY OF NEW LONDON)

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the **COLCHESTER HAYWARD VOLUNTEER FIRE COMPANY, INC.**, a Connecticut non-stock corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the non-stock corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 05/03/12

Re: Land Exchange with Hebron

As discussed, Colchester and Hebron have agreed to exchange certain parcels of land for mutual benefit.

The Town of Hebron's Board of Selectmen has already recommended and approved the swap and a Town Meeting was held where the Town approved the recommended swap.

Recommended Motion:

Move that a Special Town Meeting be held at Town Hall on Thursday, May 17, 2012 at 7:00 p.m., to discuss and vote upon a land swap between Colchester and Hebron, which properties include a 9 acre parcel owned by Hebron adjacent to the Colchester Landfill (Map#10, Lot#23) to be conveyed to the Town of Colchester and a 9.5 acre piece, which encompasses about 8000' of the Airline Trail in Hebron owned by Colchester (Map#09, Lot#12) to be conveyed to the Town of Hebron, as recommended by the Board of Selectmen, and to authorize the First Selectman to sign all necessary documents.

To: Board of Selectman
From: Adam Turner
Re: Proposed Land Swap between Colchester and Hebron
Date: April 27, 2012

MEMORANDUM

For several years the town has been attempting to execute a land swap with the town of Hebron. The swap makes sense to both parties as each currently controls lands that have no utility and would be better utilized by the other. Both parcels to be swapped are located in Hebron.

The Town of Hebron owns a 9.5 acre parcel that is adjacent to the Town of Colchester former landfill facility that has been closed for several years. It might benefit the Town to control this parcel in order to have a buffer between the closed landfill and adjacent properties.

The town of Colchester owns a 9.0 acre parcel in Hebron that is adjacent to and part of the airline trail. The parcel is not maintained by the Town and is instead being serviced by the Hebron Recreation Department as part of their recreational facilities.

Both parties have agreed to a straight land swap with no fees changing hands. As part of this agreement the Town would agree to a conservation restriction ensuring that the land acquired from Hebron adjacent to the landfill remain undeveloped.

State Statute (CGS section 7-163e) and Town Charter (402.1) require that the Town hold both a Public Hearing and a Town Meeting on the subject. Section 8-24 of the Ct Statutes also requires that the Planning and Zoning Commission consider the land swap. The Colchester Planning and Zoning considered the matter in June 2011 and did recommend the matter. The Town must still hold a public hearing on the matter and then a Town meeting.

The Town of Hebron Planning and Zoning Commission also reviewed the matter under the 8-24 process and on May 10, 2011 reported favorably on its merits. The Town of Hebron also has held a public hearing on this matter on July 21, 2011. **A Town meeting was held on November 17, 2011 and the matter was approved.**

**TOWN OF HEBRON
SPECIAL TOWN MEETING
LEGAL NOTICE**

The electors and voters of the Town of Hebron are hereby given notice and warned that a Special Town Meeting will be convened on Thursday, November 17, 2011, at 7:30 p.m., at the Hebron Town Office Building, 15 Gilead Street, Hebron, Connecticut, to consider and act upon the following resolutions:

1. Pursuant to Section 304 C of the Hebron Town Charter, to accept the conveyance to the Town of Hebron of a 9.0 acre parcel of land from the Town of Colchester (Assessor's Map # 10, Parcel #23 – Volume 64 , Page 318), and further to authorize the conveyance of a 9.5 acre parcel of land from the Town of Hebron to the Town of Colchester (Assessor's Map # 9, Parcel # 12 – Volume 120, Page 390), with a Conservation Restriction requiring that the land be left in its natural state as a buffer parcel.
2. Pursuant to Section 304 H of the Hebron Town Charter, to discontinue the portion of Jagger Lane as is presently unimproved commencing at the existing cul-de-sac and running thence westerly to its intersection at Route 85.
3. Pursuant to Section 304 C of the Hebron Town Charter, to accept the conveyance to the Town of Hebron of a 1.73 acre parcel of land from Mary A and Gary R Hilbert (Assessor's Map # 12, Parcel # 9 – Volume 91 , Page 109), and further to authorize the conveyance of a .65 acre parcel of land from the Town of Hebron to Mary A and Gary R Hilbert (Assessor's Map # 12, Parcel # 8 A – Volume 460, Page 238), as shown on a map entitled "Boundary Survey Prepared for the Town of Hebron Show Land to be Protected Under a Conservation and Public Recreation Easement – Kinney Road and Church Street (Conn. Route 85) Hebron, Connecticut.
4. Pursuant to Section 304 C of the Hebron Town Charter, to accept the conveyance to the Town of Hebron from J. Richard Farley, without consideration, a parcel of land .0126 acres, 550 square feet located on Paper Mill Road in the Town of Hebron, County of Tolland and State of Connecticut as shown on a map entitled "Fawn Brook Estates Subdivision Lot Sheet Prepared for J. Richard Farley Paper Mill Road Marlborough – Hebron, Connecticut Scale 1"=50' – Date: Feb., 2009 Rev. May 18, 2009 Rev 7/13/09 Rev. 8/26/09 Rev. 10/20/09 819 Joel M. Fuller 191 Jones Hollow Road Marlborough, Conn. 06447 Licensed Land Surveyor 1-860-295-0822 2 of 19".
5. Pursuant to Section 304 C of the Hebron Town Charter, to authorize the Town Manager to enter into a purchase agreement with Irene Harasimowitz for a 20 acre parcel of land located on Old Colchester Road (Assessor's Map # 17, Parcel # 1 – Volume 60, Page 657) in the amount of \$141,000, funds to come from the Open Space Land Acquisition account.
6. Pursuant to Section 304 C of the Hebron Town Charter, to approve a supplemental appropriation in the amount of \$364,917.22 as approved by the Board of Finance as a supplemental appropriation to the Modular Classroom Fund Balance from the General Fund Balance.

Dated at Hebron, Connecticut, this 3rd day of November, 2011.

Hebron Board of Selectmen

Jeffrey P. Watt, Chairman

Gayle J. Mulligan, Vice Chairman

Mark F. Stuart

Brian D. O'Connell

Daniel Larson

2011 NOV - 17 A 10: 52
HEBRON TOWN CLERK
[Signature]

RECEIVED

**Board of Selectmen
Regular Meeting Minutes
October 20, 2011
Page 6**

Liaison Reports

J. Watt informed members that the AHM Annual Report indicated an increase in Marlborough for services and suggested inviting Joel attend a meeting in December to review it with the board.

B. O'Connell informed members that the Land Acquisition Committee met and were looking at a piece of property.

D. Larson Stated that Parks & Recreation and the Board of Finance were scheduled to meet next week.

B. O'Connell informed members that a representative from HIHS was at the FEMA meeting and requested a way to share information with the Board of Selectmen. B. Therrien offered to share information via the Weekly Management Report. J. Watt suggested he prepare a monthly report that Town Manager Bonnie Therrien could share with the board at a meeting.

Executive Session

J. Watt moved to enter Executive Session to review discuss real estate negotiations. The motion carried with all members in favor and the Board of Selectmen entered into Executive Session at 10:40 p.m. and B. Therrien was invited in.

The Board of Selectmen came out of Executive Session at 10:53 p.m.

B. O'Connell moved to recommend to Town Meeting, on the condition that the Planning and Zoning Commission approves the 8-24 review, for the purchase of the property by the Town on Old Colchester Road, List #1183RE at a price of \$141,000. The vote was unanimous.

Motion by Brian to set a Town Meeting date for November 17, 2011 at 7:30 pm at the Old Town Hall for the following items: 1) Swap of Land with the Town of Colchester; 2) Jagger Lane – Discontinuance of an Unimproved Portion; 3) Kinney Road Land Swap; 4) Acceptance of Land from the Town of Marlborough; and 5) Purchase of Property on Old Colchester Road, List #1183RE.

Adjourn

B. O'Connell moved to adjourn. The motion carried with all members in favor and the meeting adjourned at 10:55 p.m.

Respectfully Submitted,

Brian Whalen
Board Clerk

HEBRON BOARD OF SELECTMEN

PUBLIC HEARING – MINUTES

Hebron Town Hall Meeting Room

July 21, 2011

RECEIVED

2011 JUL 22 P 12:04

Ann E. Hughes
HEBRON TOWN CLERK

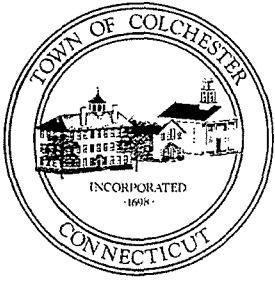
BOS Members Present: J. Watt, D. Larson

BOS Members Absent: G. Mulligan, B'O'Connell, M. Stuart

J. Watt called the meeting to order at 7:38 pm. He read the legal notice for the Public Hearing:

The Town of Hebron Board of Selectmen will conduct a Public Hearing on Thursday, July 21, 2011 at 7:15 pm in the Town Office Building Meeting Room to receive comment on the proposed transfer to the Town of Colchester of a 9.5 acre parcel of property located off Church Street adjacent to the Colchester Landfill/Transfer Station. In exchange for this parcel, the Town of Hebron will be acquiring a 9.0 acre parcel from the Town of Colchester which is adjacent to the Airline Trail.

J. Watt asked for Public Comment. There was none. J. Watt adjourned the Public Hearing at 7:39 pm



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

MEMO

To: Board of Selectmen

From: Cheryl Hancin

Date: April 20, 2012

Re: Ice Cream Vendor Approval

On April 2, the Parks & Recreation Commission reviewed the \$50/concert bid by New England Soft Serve owned by Dave Dander for the RFP Concessions at the Summer Concert Series. The Recreation Commission recommends approval by the Board of Selectmen.

Recommended Motion

Motion for Board of Selectmen to accept the New England Soft Serve bid and authorize the First Selectman to sign all necessary documents.

Gregg Schuster

First Selectman



BID OPENING

DATE: 3/30/12 TIME: 10:00 AM

PLACE: First Selectman's Office, Suite 201, 127 Norwich Avenue, Colchester, CT 06415

BID OPENING: 2012-04 CONCERT SERIES ICE CREAM RFP

IN ATTENDANCE FOR THE TOWN: ○

Cheryl Hancin

Anita Pizzutiello

The following companies submitted bids. Those in attendance were advised that the decision to award the bid would be made at the later date by the Board of Selectmen.

COMPANY	BID AMOUNT
<u>New England Soft Serve</u>	<u>50</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Colchester and Parks Recreation

"Creating Community Through People, Parks and Programs"

127 Norwich Avenue, Colchester, CT 06415

Tel: (860) 537-7297 | Fax: (888) 468-6093 | parksandrec@colchesterct.gov

www.colchesterct.gov

NAOMY A. BRAY
TOWN CLERK

Naomi Bray

012 APR -4 PM 1:38

RECEIVED
COLCHESTER, CT

MINUTES

Colchester Parks & Recreation Commission

April 2, 2012

Town Hall, Meeting Room 3

7:00 pm

Members Present: S. O'Leary, E. Kundahl, J. Barr, L. Dimock, N. Kaplan, and L. Stephenson

Members Absent: M. Kennedy and C. Ferrante

Others Present: Cheryl Hancin, Paula McDowell, BOE Liaison John Reeve, David Dander and Chelsea O'Leary

1. **Call to Order** – Chairman O'Leary called the April 2, 2012 meeting to order at 7:02 p.m.

L. Dimock **MOTIONED** to add to the agenda as item #8 discussion and possible action on food concessions and ice cream. **SECONDED** by L. Stephenson. All members present voted in favor, **MOTION CARRIED**.

E. Kundahl **MOTIONED** to add to the agenda as item #11 discussion and possible action on endorsement application for the Colchester Soccer Club over 30/over 40. **SECONDED** by N. Kaplan. All members present voted in favor, **MOTION CARRIED**.

2. **Citizen's Comments** – none

3. **Acceptance of Minutes: March 5, 2012 Meeting Minutes** – N. Kaplan **MOTIONED** to approve the minutes of the March 5, 2012 meeting as written. **SECONDED** by E. Kundahl. All members present voted in favor, **MOTION CARRIED**.

4. **Reading of Correspondence** – S. O'Leary received correspondence from First Selectman G. Schuster stating the Board of Selectman approved the recreation commission's recommendation for the updated Sport League Endorsement Policy in addition the Board of Selectman approved the solicitation of sponsorship for concerts, Hershey track and 57 Fest and authorize the First Selectman to sign all documents related to these events. S. O'Leary also received correspondence from First Selectman G. Schuster stating he is routinely asked about the continued use of the 57 Fest name nearly seven years after the recognition occurred. He would like the Park & Recreation commission to discuss this topic and issue an advisory opinion for the Board of Selectman to consider.

5. **Recreation Manager's Report** – C. Hancin stated the new spring classes are going well. A survey was conducted of surrounding towns in regards to non-resident fees which she would like to explore reducing this fee. No changes were made to the proposed budget. Training for Activenet started on April 2nd. The software is expected to be up and running by mid May. She is continuing to work with the Colchester Community Theater regarding their relationship with Parks and Recreation.

She would like to review the notarized requirements on the indemnification forms and Sport League Endorsement Form. The bands for the summer concerts are being confirmed and sponsor letters have gone out. E. Kundahl **MOTIONED** to accept the Recreation Manager's report. **SECONDED** by L. Stephenson. All members present voted in favor, **MOTION CARRIED**.

6. Recreation Supervisor's Report (February, May, August, October) - none

7. Committee Reports

- **Facilities** – E. Kundahl stated he was informed that the tarp that was taken off R8 is ripped beyond repair. Most of the fields are already open due to the mild weather we have had. The remaining fields will be open in the near future.
- **Finance/Administration** – none
- **Programs** – none
- **BOS Liaison** – none
- **BOF Liaison** – none
- **BOE Liaison** – Board of Education Liaison John Reeve gave a brief overview of the BOE budget for the upcoming budget season. Discussion was had.

8. Discussion and Possible Action on Food Concession and Ice cream – one bid was submitted from New England Soft Serve. The members of the commission reviewed the bid. N. Kaplan **MOTIONED** to accept the ice cream bid for the concerts from New England Soft Serve. **SECONDED** by E. Kundahl. All members present voted in favor, **MOTION CARRIED**.

C. Hancin received a bid from Hummingbird Caterer for the concerts. Discussion was had. The members of the commission and C. Hancin would like more time to research this catering company. Tabled to the next Park & Recreation's commission meeting.

9. Discussion and Possible Action on Donate for Life Flag – S. O'Leary stated Peter Kupczak would like to hang the Donate for Life Flag the last two weeks in April. This would mean the POW-MIA flag would have to come down for those two weeks. J. Barr will contact the veterans group to ask their permission to take down the POW-MIA flag for those two weeks. E. Kundahl **MOTIONED** to fly the Donate for Life Flag the last two weeks in April and be forwarded to the Board of Selectman for their approval. **SECONDED** by J. Barr. All members present voted in favor, **MOTION CARRIED**.

10. Discussion and Possible Action on 57 Fest Name Change – Memo from Gregg Schuster, First Selectman – discussion was had. The members of the commission decided because of the familiarity of the name amongst other reasons to leave it as 57 Fest for now. S. O'Leary will email First Selectman G. Schuster with their decision.

11. Discussion and Possible Action on Endorsement Application for the Colchester Soccer Club Over 30/Over 40 – S. O'Leary stated they missed the sports council meeting and would like field space on Sundays from 10:00 a.m. to 12 p.m. from mid April into August. S. O'Leary gave him Lacrosse and Soccer's contact information to see if they can possibly give him field space. N. Kaplan **MOTIONED** to accept the endorsement application for the Colchester Soccer Club over 30/over 40. **SECONDED** by E. Kundahl. All members present voted in favor, **MOTION CARRIED**.

12. Discussion and Possible Action on Special Events Policy & Procedure – discussion was had and changes were made. Discussion will continue at the next meeting.

13. **General Comments** – E. Kundahl spoke with Lacrosse regarding the use of youth football's dumpster. This year they are going to look into hiring a staff member to clean up after the games. L. Dimock stated her concern regarding issues that are raised concerning the fields. Would it be possible to have a representative from facilities attend the meetings when needed to address these issues?
13. **Adjournment** – E. Kundahl **MOTIONED** to adjourn the meeting at 8:37p.m. **SECONDED** by L. Dimock. All members present voted in favor, **MOTION CARRIED.**

Note: This meeting was recorded by a digital audio recording system and is available through the Colchester First Selectman's office in accordance with the Freedom of Information Act.

Respectfully Submitted,


Gina Santos, Clerk

**TOWN OF COLCHESTER
SUMMER CONCERT ICE CREAM CONCESSIONS**

Company Name: New England Soft Serve
Contact: David Dander
Address: P.O. Box 689
City, State, Zip: Colchester, CT, 06415
Phone: (860) 537-5459 Fax: same
Email: ddander@sbcglobal.net

Per Concert Bid Amount (at least \$50): \$ 50

The following items are included with this application:

- Proof of Insurance (or ability to obtain insurance if awarded the contract)
- Worker's Comp Certificate (or appropriate waiver)
- Food service permit (or ability to obtain if awarded the contract)
- Three (3) references

I attest that I am available to provide ice cream concessions on the following Thursday dates (please check):

June 28 July 5 July 12 July 19 July 26 Aug. 2
Rain Dates: Aug. 9 Aug. 16

Authorized by (please print): David E. Dander

Authorized Signature: David E. Dander

Date: 3/29/12

CHATHAM HEALTH DISTRICT

Serving the Towns of Colchester, East Haddam, East Hampton, Haddam, Hebron, Marlborough & Portland

2012

FOOD ESTABLISHMENT LICENSE (Class Vendor (Class II Seasonal 4/29-10/29))

This is to certify that *New England Soft Serve*

Located at **Various Chatham Health District**

Licensee: *David Dander*
QFO: *N/A*

Is approved to operator a food establishment or vending machine for the year ending December 31, 2012 under License No. *12/123*

The recipient of this license accepts the same with the understanding that he/she will operate this establishment in accordance with the ordinances and regulations of the Chatham Health District and the Public Health Code of the State of Connecticut

Date Issued 1/1/2012 Signed *[Signature]*
Director of Health or its Agent

This license is non-transferable in regard to location and the person to whom it was issued
This license must be displayed in the public view under a protective covering.



CERTIFICATE OF LIABILITY INSURANCE

AMC

R001

DATE (MM/DD/YYYY)
03-26-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

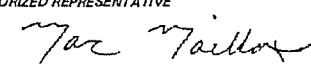
PRODUCER USI CONNECTICUT/PHS 802221 P: (866) 467-8730 F: (800) 308-5459 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (800) 308-5459 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins Co INSURER B: Hartford Underwriters Ins Co INSURER C: Hartford Accident & Indemnity Co INSURER D: INSURER E: INSURER F:	
INSURED DAVID DANDER PO BOX 689 COLCHESTER CT 06415		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	X		31 SBM VS7437	05/05/2012	05/05/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			31 UEC UE9651	05/05/2012	05/05/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		31 WEC IT1157	07/02/2011	07/02/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the insured's operations. Town of Colchester is named as additional insured per the Business Liability Coverage Form SS 00 08 attached to the policy. Re: Summer Concerts on the Green, June 28th, July 5th, July 12th, July 19th, July 26th and August 2nd 2012 Raindate(s): August 9th and August 16th 2012 Location: Town Green, Colchester CT

CERTIFICATE HOLDER Town of Colchester c/o Cheryl Hancin, Rec Mgr Colchester Parks & Recreation 127 NORWICH AVE COLCHESTER, CT 06415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Proposals for Ice Cream Concessions Summer Concerts on the Green

Event: Summer Concerts on the Green

Event Type: Free Family Concerts

Dates: Thursdays, June 28-Aug. 2, 2012 (rain dates: Aug. 9 & 16)

Location: Town Green, Colchester, CT

Expected Participation: 500-1,000 per concert

Contact Information:

Cheryl Hancin, Recreation Manager

Colchester Parks & Recreation

(860) 537-7295

(888) 468-6093 (fax)

RecManager@colchesterct.gov

www.colchesterct.gov

Requirements of Awarded Concessionaire

- Concessionaire must be present and operational at each concert from 5:30pm-8:00pm
- Concessionaire must provide
 - certificate of liability insurance, listing the Town as additional insured
 - notarized letter indemnifying Town
 - proof of worker's compensation insurance
 - food service permit
 - three (3) references for previous similar work
- The selected concessionaire will remit at least \$50/concert to the Town
- Access to electricity will be provided by the Town

Award

Criteria for selection will include, but is not necessarily limited to:

- Availability for concert dates and rain dates
- Proposed Bid Amount per concert
- References
- Experience of the concessionaire

The Board of Selectmen (BOS) is the awarding authority and may make an award in the best interests of the Town of Colchester. The BOS reserves the right to award individual dates to different concessionaires.

Instructions to Bidder

Submit all required documentation, along with the attached form, in a sealed envelope marked "Proposal for Ice Cream Concessions – Bid #2012-04", to: First Selectman, Town of Colchester, 127 Norwich Avenue, Colchester, CT 06415. Bids must be received by Friday, March 30, 2012 at 10:00am, at which point the bids will be opened publicly in Suite 201 of Colchester Town Hall. Questions should be directed to Cheryl Hancin, Recreation Manager of Parks & Recreation, at (860) 537-7295 or RecManager@colchesterct.gov

Insurance Requirements

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured for liability coverage, must be submitted at the time of award.

A. Comprehensive General Liability

Limits of Liability:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

- includes coverage for:

- Products/Completed Operations.
- Contractual Insurance.
- Broad Form Property Damage.
- Independent Contractors.
- Personal Injury.
- Premises-Operations.

B. Worker's Compensation and Employer's Liability

Worker's compensation - Statutory

Employer's Liability - \$500,000.

The Town of Colchester shall be listed as additional insured on Comprehensive General Liability policies. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the

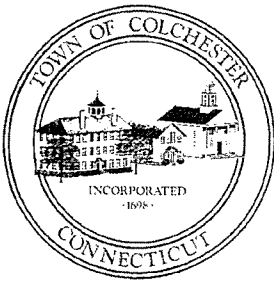
contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Alternative Proposals

Bidders may submit alternate proposals giving details of all variations from terms of proposal. Consideration may be given to such differences provided such action is considered to be in the best interest of the Town.

Right of Rejection

The Town of Colchester reserves the right to reject any or all bids, waive any irregularities, and accept the bid deemed to be in the Town's best interest.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman *gjs*

Date: 5/1/12

Re: Town Hall Operating Hours

Recently, the Town Clerk asked that I review our late evening hours (Thursday, 4:30 – 7:00) as there have been very few citizens requesting service. I called a meeting of Department Heads that have departments staffed during this timeframe and they all agreed that traffic has dramatically decreased over the last couple of years.

Attached to this memo, please find some of their comments. We have no hard data for this issue. Additionally, I have attached a summary of the hours of neighboring towns.

The Board has several options to choose from for this situation including:

1. Leave operating hours as is
2. Collect hard data for a defined period, such as two months
3. Investigate alternative schedules

Town Hall Operating Hours

	Monday	Tuesday	Wednesday	Thursday	Friday
Colchester	8:30 - 4:30	8:30 - 4:30	8:30 - 4:30	8:30 - 7:00	8:30 - 4:30
Hebron	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	8:00 - 6:00	8:00 - 1:00
Marlborough	8:00 - 4:30	8:00 - 7:00	8:00 - 4:30	8:00 - 4:30	8:00 - 12:00
Lebanon	8:00 - 4:00	8:00 - 6:00	Closed	8:00 - 4:00	8:00 - 4:00
East Haddam	9:00 - 4:00	9:00 - 7:00	9:00 - 4:00	9:00 - 4:00	9:00 - 12:00
East Hampton	8:00 - 4:00	8:00 - 6:30	8:00 - 4:00	8:00 - 4:00	8:00 - 12:30
Bozrah	9:00 - 4:00	9:00 - 4:00	9:00 - 4:00	9:00 - 6:00	Closed

Memo

To: Board of Selectmen
From: Nancy A. Bray, Town Clerk
Date: 4/30/2012
Re: Thursday Extended Hours

For the past 21 years, in this building, four offices in Town Hall have been open on Thursday evenings until 7:00. Our citizens seemed to appreciate the extended hours and we would be very busy waiting on our customers during the extra 2 1/2 hour period, sometimes wishing there was more than one of us working that night! Many times people would ask why all the offices were not open on Thursday evenings as they would do business with everyone at once.

It seems that recently we have not seen the amount of traffic that we previously did, many times we will not have even one person "visit" our office during that time. I believe some of the reasons are due to the fact that people are too busy at night with their families, that we have many of our records available to the public on-line, etc.

Of course there are always many tasks to get done in each office and the quiet time is greatly appreciated to "catch up", however, at the same time I am fearful of having one person working at night as that was when the Parks and Recreation Office was robbed. I talked to Gregg briefly about this one day wondering if we could change our daytime hours to accommodate people instead of staying open at night. I thought it was at least worthy of a conversation.

From: Tricia Coblentz
Sent: Thursday, April 26, 2012 3:04 PM
To: Gregg Schuster
Subject: Thursday Pm.

The Tax Office has limited walk in people. Our title searchers stop coming in usually around 5:00. On average we service appr 2- 3 people making payments during the night hours. There have been nights when we have not gotten anyone in the office after 4:00. The exception to this falls in July when payments are heavy, especially the last week. The same goes for January.

Thank you

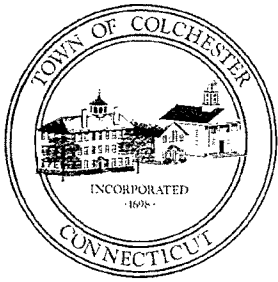
*Tricia Coblentz
Tax Collector
127 Norwich Avenue
Colchester, Ct 06415
Phone: 860-537-7210
Fax: 860-537-7299
Email: taxcollector@colchesterct.gov*

From: Tim York
Sent: Wednesday, April 18, 2012 4:29 PM
To: Gregg Schuster
Cc: Adam Turner; Craig Grimord
Subject: memo

Gregg

After the meeting we all meet and with Sal's knowledge of Thursday evenings over the years we have come up with some average numbers of people coming into the office on Thursday evenings. From 1990 to 2006 the average was 5-9 from 2006 to now the average is 1-3.

Tim York



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman *GS*

Date: 5/1/12

Re: Land Use Assistant MOA

At a previous meeting, the Board met in executive session to discuss the creation of the Land Use Assistant position within this bargaining unit. Attached is an MOA that finalizes the arrangement as well as the job description for the new position.

Recommended Motion – “Move to approve the Land Use Assistant job description and the MOA and authorize the First Selectman to sign all necessary documents.”

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Colchester ("Town") and Local 1303-254 of Connecticut Council 4, AFSCME, AFL-CIO ("Union") representing the Town's Town Hall employees.

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2009 through June 30, 2014 ("CBA"); and

WHEREAS, Ms. Gail Therian is a member of the bargaining unit represented by the Union and currently is employed in the position of Administrative Assistant; and

WHEREAS, the Town has decided to create a new position within the bargaining unit titled "Land Use Assistant", and expects that such position will become implemented in the unit on or about July 1, 2012; and

WHEREAS, the Town and the Union agree that Ms. Therian shall be promoted to the new Land Use Assistant position when such position is implemented by the Town since she has experience performing the duties of such position; and

WHEREAS, the parties have engaged in impact bargaining regarding the Town's creation of this new position and in full and final resolution of all impact bargaining issues, the parties agree to the following terms:

1. The Land Use Assistant position shall be paid at the hourly rate of Twenty-Three Dollars and Three Cents (\$23.03) per hour during the 2012-2013 fiscal year.
2. The job description for the Land Use Assistant position is attached as Attachment A to this Agreement.
3. The hours of work for the Land Use Assistant position shall normally be forty (40) hours per week, excluding a one-half (1/2) hour meal break.
4. All other terms and conditions of employment applicable to the Land Use Assistant position shall be governed by the CBA, as it may be amended from time to time.
5. On July 1, 2012, on a one-time basis, Ms. Therian shall be credited with two (2) additional paid days off in recognition of the additional duties she has previously performed outside of her current job classification.
6. The parties agree that this Agreement is entered into by the Town and the Union on a non-precedent setting basis.

The parties have entered into this Agreement as of this ____ day of April, 2012

TOWN OF COLCHESTER
Gregg Schuster
First Selectman

LOCAL 1303-254, COUNCIL 4,
AFSCME, AFL-CIO

Todd Webb, Staff Representative
COUNCIL 4, AFSCME, AFL-CIO



Town of Colchester Job Description

Planning & Zoning Department **Administrative Land Use Assistant**

GENERAL STATEMENT OF DUTIES

Perform administrative and technician duties for Code Administration, Chatham Health District and Planning & Zoning staff. Work in a safe and responsible manner, including following both OSHA and Town of Colchester safety policies.

WORK SCHEDULE

Monday-Friday, 8:00 a.m. - 4:30 p.m. with a half hour lunch (40 hours/week); evenings as required.

SUPERVISOR

Work under the direct supervision of the Town Planner and department head for Code Administration and Health Director as well as the administrative supervision of the First Selectman.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES

- Assist the public with applications for building, septic, food permits, health inspections, well permits zoning, wetlands, Historic District, road permits, food permits, blasting permits and zoning appeals. Review to assure that all necessary paperwork is included with applications and proper fee is collected. Distribute applications and associated files to appropriate personnel.
- Answer telephones and forward calls/messages to appropriate personnel. Answer basic zoning and building questions.
- Maintain financial records of revenues, expenses and account balances by Commission, Health District and Departments.
- Schedule appointments for Town Planner, Zoning Official, Wetlands Enforcement Officer, Building Official, Fire Marshal and pre-development review meetings.
- Gather and maintain statistical data for Federal, State, Regional and Town agencies.
- Maintain files for the Planning & Zoning, Building & Wetlands Departments, Historic District and Zoning Board of Appeals, and Open Space Advisory Commission.
- Type applicable forms, reports and correspondence generated by the Town Planner, Building Official, Zoning Agent, Fire Marshal, Town Engineer, and Wetlands Enforcement Officer.
- Prepare legal notices, agendas, packets and approval/denial letters and distribute such materials for the Planning & Zoning Commission, Conservation Commission, Historic Commission, Economic Development Commission, Open Space Advisory Commission and Zoning Board of Appeals.
- Update website pages for Building Department, Planning & Zoning Department and all associated Commissions, Engineering, Fire Marshal and Health Departments ensuring accuracy and timeliness of information.
- Perform as clerk for the Planning & Zoning Commission, Zoning Board of Appeals, Conservation Commission, and Historic District Commission.
- Perform support duties for staff of Planning & Zoning, Code Administration and Engineering Departments.
- Provide administrative backup support to co-located departments.
- Perform data entry utilizing permit tracking system for all land use and building permit applications

- Handle all purchasing for Planning and Zoning, Code Administration and Engineering Departments.
- Represent the department in a professional courteous manner.
- Provide extensive public contact, i.e. phone, routine inquiries, written correspondence, and person-to-person.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1) Must have:

- Knowledge of office management practices and procedures.
- Strong interpersonal skills and ability to work well with the public.
- Excellent written and oral communication skills.
- Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.
- Strong communication and customer service skills.
- Knowledge of Connecticut State Statutes regarding Land Use per certification requirements of a Technician of the Connecticut Association of Zoning Enforcement Officials (CAZEO).
- Must be Notary Public or willing to obtain this designation.

2) Must be able to:

- Communicate and work effectively with diverse groups and individuals.
- Exhibit a professional manner with other employees and the public.
- Work independently.
- Maintain accurate records.
- Lift and/or move up to 45 pounds.
- Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.
- Effectively operate software necessary for the job, such as but not limited to Word, Excel, Access, Publisher, or Munis.
- Obtain CAZEO Certification as a Land Use Administrative Technician.

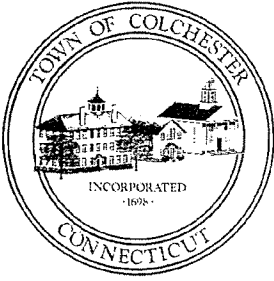
EDUCATION AND EXPERIENCE

- High School diploma or equivalent.
- Two years experience in general clerical work with municipal experience preferred; or an equivalent combination of education and experience.
- Experience in records management, land use records and general accounting.

WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This job description is not all-inclusive and is subject to change by the First Selectman's Office at any time.
Full-time; union; hourly; non-exempt*




Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

MEMORANDUM

To: Board of Selectmen
Cc:
From : Gregg Schuster, First Selectman 
Date: 5/1/12
Re: Council of Governments Review

Colchester currently belongs to the Southeastern Connecticut Council of Governments (SCCOG). SCCOG is a twenty member body that meets monthly to discuss matters of regional concern.

Colchester is bordered by WINCOG, CRCOG, and a new COG being formed through the merger of CRERPA and Mid-State. The state is beginning to push for consolidation of COGs and there may be some changes over the next few years.

I believe it is in the best interest of Colchester to take this opportunity to examine which COG we should align with. This should not be taken as a recommendation to leave SCCOG as I do not have enough information to make a recommendation on this topic.

As we begin this review process, I would like to hear what information Board members would like us to collect and present while conducting our analysis.

TOWN OF COLCHESTER



EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT
LAST REVISION: 04/23/12

All records maintained by the ~~First Selectman~~ **Human Resources Office** are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act. Employees may view their personnel files at mutually agreeable times. When reviewed, personnel files may not be taken from the Human Resources Office and must be reviewed with the supervision of an employee of the Human Resources Office.

III. YOUR PAY AND BENEFITS

Your Paycheck

All employees are paid on a bi-weekly basis. All required deductions for federal, state or local taxes, and all authorized voluntary deductions such as health or dental plans, 401(a), 457, etc. are withheld from your paycheck. All paychecks will be directly deposited into your personal checking or savings account(s).

Non-exempt Employee Pay

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a time card that will be provided to you by your supervisor. Your time card must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Any absences will be verified by the employee and their supervisor and coded properly on the time card for payroll and record keeping purposes.

Unless you are authorized by your supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of the Town's policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of Town policy for any employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Human Resources Office.

Exempt Employee Pay

If you are classified as an exempt salaried employee, you will receive a salary that is intended to compensate you for all hours you may work for the Town. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Exempt employees must complete a bi-weekly time card and is responsible for maintaining a record of time off taken due to vacation, illness, bereavement, etc.

Your wages may be reduced for certain types of deductions such as your portion of the insurance premiums; state, federal or local taxes; social security; or, voluntary contributions to a 401(a) and/or 457 plan.

Reporting Paycheck Concerns

If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Payroll. If Payroll is unavailable, you should immediately contact the Human Resources Office.

In the event that your paycheck is lost or stolen, please notify your supervisor immediately or the Payroll Department.

Overtime

Non-exempt employees will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime, hours not worked but credited to an eligible, non-exempt employee include: holidays, paid sick leave, and vacation days. All overtime work must be authorized in advance by the employee's supervisor.

Benefits

The Town of Colchester provides the following benefits to full-time employees, as defined in these personnel policies. The Town of Colchester also provides pro-rated benefits as well as others as outlined in this policy to employees who work no less than 30 hours per week, excluding health insurance. The Town of Colchester reserves the

right to modify or eliminate any benefits from time to time in its sole discretion, and without prior notice to employees. The Town will provide such notice of benefit changes as is practical at the time of the change. Should any statement contained herein conflict with the terms of any actual benefit plan or contract, including any individual employment contract, the terms of such plan or contract shall prevail.

~~Paid, full-time, elected Officials (First Selectman, Town Clerk, Tax Collector) are provided medical and dental benefits, long-term disability (LTD), as outlined in these policies, and may also participate in the Town's Deferred Compensation Plan. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.~~

Holidays

Eligible full-time employees and part-time employees regularly scheduled to work at least thirty (30) hours per week shall observe the following holidays off with pay annually:

1. ½ Day New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Presidents' Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Veterans' Day
13. ½ Day Christmas Eve
14. Christmas Day
15. One (1) Floating Holiday

Employees eligible for holidays off with pay shall be paid for the hours they were regularly scheduled to work on ~~the holiday a work day.~~ ~~,if they~~ **Eligible employees must** work their full schedule on the first regularly scheduled work day immediately prior to the holiday and on the first regularly scheduled workday immediately following the holiday, or ~~if they were~~ **be** on an approved paid leave of absence ~~with pay for such days.~~

Regular, part-time employees who are consistently scheduled to work at least twenty (20) hours per week shall be eligible for holidays off with pay and according to the preceding guidelines.

For the purpose of calculating overtime, hours credited to an eligible full-time employee for holiday pay will be considered as hours worked. If a holiday falls on a Saturday or Sunday it will be observed on the preceding Friday or the following Monday, at the sole discretion of the Town.

Vacations

All **regular** employees **who work at least 20 hours per week** will receive their vacation time on January 1st of each year, based on the prior year's accrual. Employees ~~presently~~ **will** accrue vacation days based on completed years of service as follows:

<u>Years of Completed, Continuous Full-Time Employment</u>	<u>Annual Vacation</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)

<u>0 – less than six months</u>	<u>0 days</u>
<u>6 mos – 1 yr</u>	<u>3 days</u>
<u>1 year</u>	<u>10 days</u>
<u>2 years</u>	<u>11 days</u>
<u>3 years</u>	<u>12 days</u>
<u>4 years</u>	<u>13 days</u>
<u>5 years</u>	<u>15 days</u>
<u>6 years</u>	<u>16 days</u>
<u>7 years</u>	<u>17 days</u>
<u>8 years</u>	<u>18 days</u>
<u>9 years</u>	<u>19 days</u>
<u>10 years</u>	<u>20 days</u>
<u>More than 10 years</u>	<u>20 days</u>

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall earn vacation on a pro-rated basis, but such employees shall, in no case, be entitled to more than two (2) weeks of vacation per year. **Part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall earn**