

Agenda
Town Council Regular Meeting
Wednesday, June 03, 2020 at 8:00 AM
Via GoToMeeting

You can join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/339410941>

You can also dial in using your phone United States: +1 (646) 749-3122

Access Code: 339-410-941

1. Pledge
2. Visitors
3. Approval of Minutes – May 20, 2020 & May 27, 2020
4. Appointments
Dennis Parker (U) Harbor Commission for a term until June 30, 2024
Aurora Thompson (G) Water Pollution Control Comm until June 30, 2023
Tom Shultz (D) Historic District Commission from an alternate seat to a full seat for a term until June 30, 2025

Reappointments
John May (G) Conservation Commission until June 30, 2022
Robert LaFrance (D) Inland Wetlands Commission until June 30, 2024
Matt Kennedy (D) Water Pollution Control Commission until June 30, 2023
Wesley Kavanagh (D) Shellfish Commission until June 30, 2022
Mike Corcoran (D) Shellfish Commission until June 30, 2022
Scott Harley (D) Inland Wetlands Commission until June 30, 2024
Gerry Vece (D) Human Services Advisory Board until June 30, 2023
Raymond Iverson (D) Harbor Commission until June 30, 2024
Paul Dahlgren (D) Harbor Commission until June 30, 2024
Alan Kravitz (D) Design Review Board until June 30, 2023
Mark Seth Lender (D) Conservation Commission until June 30, 2022
5. Proclamation Honoring The Morgan School Class of 2020
6. Town Beach Concession Stand Contract
7. Chamber of Commerce Lease Agreement
8. Chairman's Report
9. Town Manager's Report
10. Town Council Committee Liaison Reports
11. Executive Session Executive Session – Personnel, pursuant to CGS 1-200(6)(A)
12. Adjourn

From: noreply@civicplus.com
To: [Mary Schettino](#)
Subject: Online Form Submittal: Application Form for Boards & Commissions
Date: Thursday, May 21, 2020 6:25:47 PM

Application Form for Boards & Commissions

Select the Board,
Commission, or
Committee applying for

Harbor Management Commission

Personal Information

First Name	Dennis
Last Name	Parker
Address 1	17 Liberty Street
Address 2	<i>Field not completed.</i>
City	Clinton
State	CT
Zip	06413
Home Phone Number	860-669-4439
Business Address	300 windsor street hartford ct
Business Phone Number	860-277-6206
Occupation	Marine Claims Travelers Boat and Yacht
Email Address	dparker5@travelers.com
Residency Information	
Length of Residency in Clinton CT	20 + years
Are you a registered voter	Yes
Party Affiliation	independant / unaffiliated
Education	high school

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which *Field not completed.*

Please list organization memberships and positions held Ct Marine Trades Association Education Committee

Please List Areas of Special Interest Waterfront conservation..preservation of historic structures and machinery

Please list any experience you might have that would be of relevant interest in the decision making progress. I can attach and or share a resume ..I will send direct to you

Email not displaying correctly? [View it in your browser.](#)

Summary of Qualifications-

Mr. Parker is a 30 year veteran of the marine industry. He was a lead technician with the Brewer Yacht Yard Group for over 15 years where he received certification from major marine manufacturers such as Mercury/Mercruiser, OMC, Volvo Penta, Detroit Diesel, Westerbeke and Yanmar. His responsibilities included the repair of all systems on sail and power boats up to 120 feet in length. Mr. Parker also had the opportunity to work at other well known marinas in Connecticut including Dodson Boatyard in Stonington, Harry's Marine Repair in Westbrook and Cedar Island Marina in his hometown of Clinton. He then moved on to an inside/ outside sales position with the Machine Works of Essex specializing in shafting, running gear and propeller reconditioning where he received specialized training and certifications in "PROP SCAN", Wesmar Bow Thrusters, stabilizers and PYI products.

In 2005 Mr. Parker was offered a position as a customer service representative at Kellogg Marine Supply in Old Lyme, CT a leading supplier of wholesale marine parts and supplies in the northeast. Following the purchase of Kellogg by the Brunswick Boat Group, Mr. Parker was then given the responsibility of participating in the development of the Mercruiser Engine Power Center. His responsibilities as the Quicksilver Parts Distribution Manager included technical support, sales and warranty administration for all Mercruiser Engines and packages sold in the northeast through Kellogg.

Mr. Parker's other responsibilities included oversight of the Quick Parts Distribution warranty program and the development of lesson plans for employee technical training. Mr. Parker also partnered with Kellogg's participating vendors on implementing training seminars for Kellogg customers held annually throughout the northeast. Mr. Parker was a member of the Connecticut Marine Trades Association and served on the Education Committee.

He participated in actively recruiting high school and tech school grads to the marine industry through the CMTA boat shows and career fairs throughout the year in the state of Ct.

In his 12 + years with Travelers Mr. Parker has completed close to 9,000 + estimate/surveys a majority of those involving negotiations for agreed repair pricing. Mr. Parker attends and participates in many marine industry programs during the year promoting education and safety for other marine professionals. Mr. Parker has also participated as an instructor for Travelers catastrophe deployment teams for marine damage appraisals using the CCC estimating format. During his spare time Mr. Parker is an assistant coach for a division III high school hockey team. He also is involved as an owner of a NASCAR asphalt modified.

Mr. Parker is married and lives in Clinton where he and his wife enjoy the ongoing restoration of their 1740 center chimney home in the historic district of Clinton Ct.

DENNIS W. PARKER

17 Liberty Street ,Clinton ,Ct 06413 (860) 669-4439

Profile: Marine professional with thirty +years progressive experience in repair of gasoline and diesel engines, extensive knowledge of related systems on power and sail boats
Diagnostic and trouble-shooting capabilities include AC/DC electrical systems, fresh and salt water plumbing systems, marine air conditioning and diesel fired heating systems .Service Manager ,Tech support and sales for Mercury Marine products, Boat/Yacht Insurance Claims investigator
Member CMTA(Conn Marine Trades) Education Committee

Professional Experience:

TRAVELERS INSURANCE COMPANY Hartford Ct BOAT AND YACHT DIVISION Boat and Yacht Claims/Inside estimator Provide service to Travelers insured Perform damage surveys Investigate claims for vessels sail and power Secure evidence in the field when required Assist with training of other Travelers employee's Negotiate pricing with marine related companies Including parts vendors, service, towing providers and marine surveyors.	2007 to present
KELLOGG MARINE SUPPLY Old Lyme Ct Quicksilver QPD Manager/Supervisor Provide technical support to inside/outside sales staff and to existing clients Mercury Marine warranty administrator and technical advisor to Mercruiser EPC (engine power center)customer service and order entry.Train inside and outside sales staff on engine parts,Mercury Marine propulsion products and Quicksilver branded parts	2004-2007
MACHINE WORKS AT ESSEX New London Ct Inside/Outside Sales Provide sales and service to existing clients .Reactivated route calls , handled inventory and quality control of finished product including propellers , marine shafting ,zinc anodes and custom underwater propulsion systems.	2003
CEDAR ISLAND MARINA Clinton Ct Marine Mechanic Diagnosis and repair of gasoline and diesel powered vessels up to 75' plumbing and electrical repairs ,research and ordering of parts ,maintenance and operation of yard equipment ,marine travel lifts,tow motors ,trailers etc.	97-03
HARRY`S MARINE REPAIR Westbrook Ct Marine Mechanic Diagnosis and repair of gasoline and diesel powered vessels up to 50' plumbing and electrical repairs, maintenance of yard equipment and buildings ,operation and repair of marine travel lifts ,tow motors ,trailers and bobcat loader	98/99
DODSON BOATYARD Stonington Ct Marine Mechanic Diagnosis and repair of gasoline and diesel powered vessels up to 75` plumbing and electrical repairs, maintenance of yard equipment. Assist with yearly inventory control	97/98
BREWERS PILOTS POINT MARINA Westbrook Ct	87/97

Marine Mechanic

Diagnosis and repair of gasoline and diesel powered vessels up to 120` plumbing and electrical, marine heating and air conditioning systems .Maintenance and operation of marine travel lift tow motors trailers and yard vehicles

Training:

Mercury Marine tech #CT2434

CRUSADER and MARINE POWER fuel injection, Mack Boring and Parts Co, Braintree MA

WESTERBEKE marine engines and generators, Hansen Marine, Marblehead MA

YANMAR diesel engines and NORTHERN LIGHTS generators, Mack Boring, Braintree MA

UNIVERSAL DIESEL marine engines, DiPietro Kay Corp, Rocky Hill CT

VOLVO PENTA AMERICA Volvo diesel, gasoline engines and IPS systems, Chesapeake VA

MERCURY MARINE engines, fuel injection, outdrives, Mercury University, Laconia NH

MIDAS and NERCNET electronic parts catalog and warranty , Mercury University, Laconia NH

SIERRA MARINE (TELEFLEX- MORSE) , Ft Lauderdale FL

DETROIT DIESEL ALLISON Middletown CT

WESMAR MARINE Seattle WA

NAIAD SYSTEMS Shelton CT

WESTERN BRANCH METALS, Propeller and shaft failure analysis. Suffolk VA

KNOX MARINE CONSULTANTS CONFERENCE, Thermo graphic Infrared Imaging, Chesapeake VA

TRAVELERS CLAIMS UNIVERSITY, Pathways CCC estimating platform, Windsor Ct

TRAVELERS CLAIMS UNIVERSITY, Heavy equipment estimating Windsor Ct

TRAVELERS CLAIMS UNIVERSITY,OTR and OFF ROAD large truck/trailer estimating, Windsor Ct

TRAVELERS CLAIMS UNIVERSITY, Instructor for estimating platform Hurricane Sandy CAT team

REFERENCES:

Paul Thompson.....1-860-434-1195

Jack Marroney.....1-860-669-1078

William Daly Jr.....1-860-669-1282

Alastair Smith.....1-203-641-0639

David Chase.....1-860-399-6155

Licensed in the following states as a claims adjuster:

Louisiana

North Carolina

Florida

Connecticut

New Mexico

Texas

Oklahoma

Kentucky

Vermont

Rhode Island

Georgia

Mary Schettino

From: Eric Bergman
Sent: Thursday, May 21, 2020 10:07 AM
To: Mary Schettino
Cc: Christopher Aniskovich; Karl Kilduff
Subject: appointments

Please add the following people to the next meeting agenda.

John May, Conservation Committee (reappointment), Green

Aurora Thompson, WPCC (appointment), Green

Materials and letters of intent forthcoming.

Town of Clinton
Town Council
54 East Main Street
Clinton, CT 06413

May 21, 2020

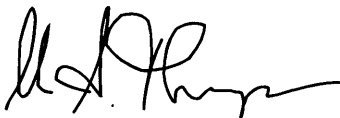
Re: Commission Appointment

To Whom It May Concern:

My name is Matoaka Aurora Thompson and I have been a resident of Clinton since August 2017. I am writing to express my interest in an appointment to the Town of Clinton's Water Pollution Control Commission. Environmental awareness has long been a passion of mine, and I believe that the local ecosystem is not only delicate, but vitally important to our community, the Connecticut shoreline and the greater Long Island Sound. I would very much enjoy lending my support and education to assist our town's government in promoting clean water and pollution control.

Should you have any questions, or require more information to support my qualifications to hold a position, please do not hesitate to contact me.

Warm Regards,

A handwritten signature in black ink, appearing to read 'M. Aurora Thompson', written in a cursive style.

M. Aurora Thompson
85 Commerce Street
Clinton, CT 06413

M. Aurora Thompson

CLINTON, CT
(802) 272-7731
M.AuroraThompson@gmail.com

Work Experience

2019 - CURRENT

Senior Paralegal, McCoy & McCoy, LLC - Hartford, CT

APRIL 2017 - JULY 2019

Sponsorship Marketing Director, Disc Jam Presents, LLC - Worcester, MA

DECEMBER 2015 - JUNE 2017

Legal Affairs Specialist, NY State Office Of Administrative Hearings - Albany, NY

JANUARY 2015 - JULY 2015

Artist Management Assistant, Red Light Management - New York, NY

MARCH 2013 - DECEMBER 2015

Talent Buyer/Event Promotion & Production Assistant, Union Events | The Union LTD - Calgary, AB & Toronto, ON, Canada

DECEMBER 2010 - AUGUST 2012

Paralegal, Law Office of Erica M. Foster - Danvers, MA

Contract Temporary Positions

MAY 2019 - SEPTEMBER 2019

Healthcare Enrollment Advocate, BeneLynk - Milford, CT

SEPTEMBER 2018 - JANUARY 2019

Paralegal, Parrino|Shattuck, P.C. - Westport, CT

MAY 2018 - AUGUST 2018

Senior Case Manager, Stratton-Skiber - Norwalk, CT

OCTOBER 2017 - MAY 2018

Paralegal, Rini & Associates - New Haven, CT

NOVEMBER 2017 - MAY 2018

Paralegal, The Healey Law Firm, LLC - Cheshire, CT

Education

MAY 2015

Albany Law School of Union University, Albany, NY - Juris Doctor

- Intellectual Property Concentration focused on Copyright, Trademark, IP Licensing, Business Torts, International IP, Contracts, and Arts & Entertainment Management.

- Completed 'Mediation' & 'Negotiating for Lawyers' courses to obtain 30-hour Initial Mediation Training certified by the New York State Unified Court System's Office of Alternative Dispute Resolution (ADR) Programs.

MAY 2011

North Shore Community College, Danvers, MA - *ABA Paralegal Certificate*

- Dean's List

MARCH 2005

Goddard College, Plainfield, VT - *Bachelor of Arts, Historical Costume & Textiles*

- Thesis: "*Opulence In Excess: Rococo Period French Fashion*": Political, Economic, Social & Cultural Influences 1715-1789

Technical Skills

- **E-filing, E-discovery, Document Review**
- **Database Operations**
- **MS Outlook, Word, Excel, Powerpoint**
- **Adobe & Sharepoint**

LITIGATION MANAGEMENT TOOLS

Needles Sage Timeslips CasePoint Summation Cloudlex
Sage Timeslips Time Matters Black Knight LPS
Concordance LexisNexis TrialWorks

From: [Andrea Reu](#)
To: [Mary Schettino](#); [Christopher Aniskovich](#)
Cc: [Christine Goupil](#); [Jane Barnett](#); [TIM GUERRA](#)
Subject: Town Council Agenda - Expiring Commission Seats
Date: Monday, May 25, 2020 8:06:30 PM

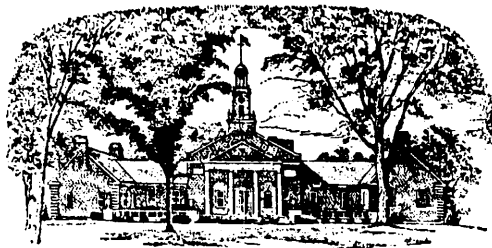
Hello Mary - The Clinton DTC has voted unanimously on endorsing the following reappointments to Boards and Commissions for seats expiring 6/30/20 for Town Council consideration and reappointment. As is our protocol we have confirmed with each member their interest and passion to continue to serve the Clinton community, as an existing member we find their credentials solid and their knowledge and expertise on each board extremely valuable. Please let us know at which meeting you will be addressing these reappointments and this communication on the agenda.

1. Robert LaFrance - Inland Wetlands
2. Matt Kennedy - Water Pollution Control
3. Wesley Kavanagh - Shellfish Commission
4. Mike Corcoran - Shellfish Commission
5. Scott Harley - Inland Wetlands
6. Gerry Vece - Human Services Advisory
7. Ray Iverson - Harbor Management
8. Paul Dahlgren - Harbor Management
9. Alan Kravitz - Alt. Design Review Board
10. Mark Seth Lender - Conservation Commission
11. Move Tom Shultz from Alt to Full Seat on Historic Commission to fill seat being vacated by Brandi Doyle

Respectfully Submitted,

Andrea S. Reu, Chair

Clinton Democratic Town Committee



William Stanton Andrews Memorial Town Hall

TOWN OF CLINTON, CONNECTICUT

*Proclamation Honoring
The Morgan School Class of 2020*

WHEREAS, *The Morgan School Class of 2020 has 152 graduating seniors; and*

WHEREAS, *seniors at The Morgan School have worked hard to graduate despite the challenges of completing the school year in virtual classrooms; and*

WHEREAS, *The Morgan School Class of 2020 will celebrate its accomplishments largely without the traditional rites of passage afforded to previous students; and*

WHEREAS, *public education works best when families and community members work in collaboration with our schools to enrich the learning of our students; and*

WHEREAS, *the Clinton Town Council shares its core values with Clinton Public Schools, we wish to recognize the efforts, determination, and commitment of our graduating seniors.*

NOW THEREFORE, BE IT RESOLVED *that I, Chris Aniskovich, Chairman of the Clinton Town Council and the Clinton Town Council at-large do hereby proclaim June 10, 2020, as Morgan School Senior Day, and encourage our Clinton residents to recognize and celebrate The Morgan School graduating Class of 2020.*

Continued Success,

*Christopher Aniskovich
Town Council Chairman*

Dated: June 3, 2020

SUGGESTED MOTION:

The Town Council of the Town of Clinton hereby authorizes and directs the Town Manager to sign a contract for the Town Beach Concession Stand with Concessionaire John Annelo with terms and conditions as recommended by the Parks and Recreation Commission.

TOWN BEACH CONCESSION STAND CONTRACT

THIS CONTRACT, made by and between the TOWN OF CLINTON, a municipal corporation, located in the County of Middlesex and State of Connecticut, hereinafter called the "Town" and John Anello, of the Town of Clinton, County of Middlesex, State of Connecticut, hereinafter called "Concessionaire", which expression shall include the Concessionaire's executors, administrators and assigns, where the context so requires or admits.

WITNESSETH:

that said Town does grant the right of the Concessionaire to operate a food service business in the building owned by the Town, and located at the Clinton Town Beach, end of Waterside Lane, Clinton, CT.

1. The Concessionaire is authorized to operate a business solely as a snack bar and for the sale of general variety merchandise to include novelty/souvenir items. The sole purpose of this contract is to allow the Concessionaire to operate a business to serve the general public as a food concession; any failure of this purpose would constitute a breach of this contract.
2. This Contract shall be enforced starting on June 3, 2020 through September 7, 2020 (Labor Day). This year only, the rental fee of Six Hundred Dollars (\$600.00) will be waived but, the Concessionaire is responsible for all Electric and Propane bills for this time period as well as connection costs and other expenses to modify the space to meet the needs of the Concessionaire. If you are open for a longer period of time, you will be responsible for the bills for that extended period of time. Copies of the Electric and Propane bills will be sent to you for payment.
3. The Concessionaire promises to pay such fees as aforesaid, and the Town permits the Concessionaire (Concessionaire keeping all the conditions of this contract hereinafter contained) to operate from said premises during said term. The Concessionaire agrees to vacate the premises at the end of the term or sooner termination of this contract. The Concessionaire will not transfer or otherwise assign this contract to any others without written permission of the Town.
4. As a further condition of this contract, the Concessionaire agrees to cooperate with specific recommendations made by the Town Manager and the Parks and Recreation Commission/Director of Parks and Recreation regarding the nature of operation. The Concessionaire will return all keys to the Parks and

Recreation Office as soon as he has vacated the premises at the end of this contract.

5. As a further condition of this contract, the Concessionaire agrees to obtain a full liability insurance policy for itself, naming the Town of Clinton as an additional insured in the amount of not less than \$1,000,000/each occurrences/\$1,000,000 aggregate, protecting the Town and the Concessionaire against any personal injury or property damage claims. The Concessionaire agrees to provide a certificate naming the **Town as additional insured** at the signing of this contract.
6. As a further condition of this contract, the Concessionaire agrees to obtain and maintain all licenses and permits required by the State of Connecticut and the Connecticut River Area Health District. The Concessionaire agrees to provide the Town with copies of all such licenses and permits prior to signing of said contract.
7. As a further condition of this contract, the Concessionaire will not allow the accumulation of any refuse and rubbish on the premises herein demised and will pay the cost of the refuse hauling service. The Concessionaire further agrees that he shall be responsible for policing the exterior of the premises to the extent that patrons of the Lessee's premises and vendors delivering and refuse/recyclers picking up at Lessee's premises have deposited litter, debris or other foreign substances outside of and near the premises. The Concessionaire agrees to perform all maintenance and repairs required to preserve the premises in its present condition of usefulness and in compliance with all public and private rules, codes and regulations affecting the premises.
8. As a further condition of this contract, the Town agrees to continue arrangements for supply of water and electricity to the building. The Town is responsible structural repair of the premises and its systems, including, but not limited to, plumbing and electrical wiring not caused by or made necessary by actions of the Concessionaire.
9. As a further condition of this contract, it is agreed that if the said fees remain unpaid thirty (30) days after the same becomes payable as aforesaid, or if the Concessionaire transfers or otherwise assigns the operation of the concession, then this contract will terminate, and the Town may at any time thereafter, without any re-entry, recover possession thereof in the manner prescribed by the statute of summary process.
10. As a further condition of the contract, if the Concessionaire fails to have said concession open to the public for the summer season without showing good cause, then said contract shall be terminated and the Town shall have the right to consider a breach of contract and shall recover possession in the manner

relating to summary process. The summer season for this purpose shall be as agreed upon in Paragraph 2.

11. As a further condition of this contract, the Town agrees to cooperate with the Concessionaire by notifying the Concessionaire of planned activities at the Town Beach.
12. Upon termination of this contract, and upon written notice being given to the Concessionaire, the Concessionaire may remove all property belonging to said Concessionaire within thirty (30) days of said notice. Removal of said property will be done without causing damage to the concession building.
13. Any change in the aforementioned terms of this contract must be agreed upon by both the Town and the Concessionaire in writing.
14. The parties agree that the Concessionaire shall have first right of refusal to operate the Town Beach concession stand the next year provided no breach occurred the previous year. Subject decision must be made by the Concessionaire no later than March 12, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and dated this _____ day of _____, 2020.

TOWN OF CLINTON, CONNECTICUT
TOWN COUNCIL

By: _____

Concessionaire

Karl Kilduff

Town Manager

Witness: P & R Representative

Witness: Town Clerk's Office

ROBERT G. POTTER
DIRECTOR



CLINTON PARKS & RECREATION DEPARTMENT

May 7, 2020

Via email only to KKilduff@clinton.org

Karl Kilduff, Town Manager
Town of Clinton
54 East Main Street
Clinton, CT 06413

RE: Clinton Town Beach
Concession Stand Contract
Concessionaire: John Annelo and Amanda King d/b/a Hog Wild Smokin' Cue
Contract Proposal

Dear Sir:

Please be advised that in our search for a concessionaire to operate the concession stand at the Clinton Town Beach, the above referenced individuals appeared before the Park & Rec Commission on 4 February 2020. As you may be aware, the concession stand has stood idle for the past two seasons.

In his presentation, Mr. Annelo indicated that his operation, if approved, would require a substantial investment in new equipment and conversion to a propane gas operation. The current onsite equipment, which operates on electricity, would need to be removed.

Following the presentation, a motion was made to approve Hog Wild for conversion and operation of the Town Beach Concession and refer our approval and recommendation to the Town Manager and Town Council. Moreover, because of the initial investment to be made by the applicant, we, as a commission, through said same motion, recommend that any rental fee be waived for the first year and an option for a second year be granted exclusively to the applicant.

The applicant has presented an estimate of his investment for new equipment, installation and conversion. The Director, Bo Potter, can provide you with those numbers. We have attached a contract used in the past and marked up by the Director. Please note that the concession stand does have its own electric meter for which the operator should be responsible. Moreover, we believe the contract should reflect a right of first refusal or an option to purchase the "then used" equipment should the operator decide not to continue in following years. Thank you.

Respectfully yours,

Joseph E. Schettino, Jr.
Chairman
Park & Rec Commission



TOWN OF CLINTON

54 East Main Street
Clinton, Connecticut 06413

Karl R. Riddle II
~~Christine Goupil~~
~~First Selectman~~
Town Manager

CONTRACT

THIS CONTRACT, made by and between the TOWN OF CLINTON, a municipal corporation, located in the County of Middlesex and State of Connecticut, hereinafter called the "Town" and _____, of the Town of Clinton, County of Middlesex, State of Connecticut, hereinafter called "Concessionaire", which expression shall include the Concessionaire's executors, administrators and assigns, where the context so requires or admits.

WITNESSETH:

that said Town does grant the right of the Concessionaire to operate a food service business in the building owned by the Town, and located at the Clinton Town Beach, end of Waterside Lane, Clinton, CT.

1. The Concessionaire is authorized to operate a business solely as a snack bar and for the sale of general variety merchandise to include novelty/souvenir items. The sole purpose of this contract is to allow the Concessionaire to operate a business to serve the general public as a food concession; any failure of this purpose would constitute a breach of this contract.
2. This Contract shall be in force starting on May ~~23, 2018~~ ²⁰²⁰ and terminating on September ~~3, 2018~~ ^{Labor Day}. Total rental for this period shall be Six Hundred Dollars (\$600.00) plus Electric Bills for this time period. If you are open for a longer period of time, you will be responsible for the Electric Bills for that extended period of time. ~~The \$600.00 is to be paid to the Town of Clinton, 54 East Main Street, Clinton, CT-06413 in advance of occupancy.~~ Copies of the Electric Bills will be sent to you for payment.
3. The Concessionaire promises to pay such fees as aforesaid, and the Town permits the Concessionaire (Concessionaire keeping all the conditions of this contract hereinafter contained) to operate from said premises during said term. The Concessionaire agrees to vacate the premises at the end of the term or sooner termination of this contract. The Concessionaire will not transfer or otherwise assign this contract to any others without written permission of the Town.
4. As a further condition of this contract, the Concessionaire agrees to cooperate with specific recommendations made by the ~~Board of Selectmen~~ ^{Town Manager} or the Park and Recreation Commission/Director of Park & Recreation regarding the nature of operation. The

Concessionaire will return all keys to the Park and Recreation Office as soon as he has vacated the premises at the end of this contract.

5. As a further condition of this contract, the Concessionaire agrees to obtain a full liability insurance policy for itself, naming the Town of Clinton as an additional insured, in the amount of not less than \$1,000,000/each occurrence/\$1,000,000 aggregate, protecting the Town and the Concessionaire against any personal injury or property damage claims. The Concessionaire agrees to provide a certificate naming the **Town as co-insured** at signing of this contract.
6. As a further condition of this contract, the Concessionaire agrees to obtain and maintain all licenses and permits required by the State of Connecticut and the Connecticut River Area Health District. The Concessionaire agrees to provide the Town with copies of all such licenses and permits prior to signing of said contract.
7. As a further condition of this contract, the Concessionaire will not allow the accumulation of any refuse and rubbish on the Premises herein demised and will pay the cost of the refuse hauling service. The Concessionaire further agrees that he shall be responsible for policing the exterior of the Premises to the extent that patrons of the Lessee's Premises and vendors delivering and refuse/recyclers picking up at Lessee's Premises have deposited litter, debris, or other foreign substances outside of and near the Premises. The Concessionaire agrees to perform all maintenance and repair required to preserve the Premises in its present condition of usefulness and in compliance with all public and private rules, codes and regulations affecting the Premises.
8. As a further condition of this contract, the Town agrees to continue arrangements for the supply of water and electricity to the building. The Town is responsible for structural repair of the premises and its systems, including, but not limited to, plumbing and electrical wiring not caused by or made necessary by actions of the Concessionaire.
- ~~9. Propane gas is not allowed at or inside the Town Beach Concession Stand.~~
10. As a further condition of this contract, it is agreed that if the said fees remain unpaid thirty (30) days after the same becomes payable as aforesaid, or if the Concessionaire transfers or otherwise assigns the operation of the Concession, then this contract will terminate, and the Town may at any time thereafter, without any re-entry recover possession thereof in the manner prescribed by the statute of summary process.
11. As a further condition of this contract, if the Concessionaire fails to have said Concession open to the public for the summer season without showing good cause, then said contract shall be terminated and the Town shall have the right to consider a breach of contract and shall recover possession in the manner relating to summary process. The summer season for this purpose shall be as agreed upon in Paragraph 2.
12. As a further condition of this contract, the Town agrees to cooperate with the concessionaire by notifying the Concessionaire of planned activities at the Town Beach.

13. Upon termination of this contract, and upon written notice being given to the Concessionaire, the Concessionaire may remove all property belonging to said Concessionaire within thirty (30) days of said notice. Removal of said property will be done without causing damage to the Concession building.
14. Any change in the aforementioned terms of this contract must be agreed upon by both the Town and the Concessionaire in writing.
15. The Parties agree that the Concessionaire shall have first right of refusal to operate the Town Beach Concession Stand the next year provided no breach occurred the previous year. Subject decision must be made by Concessionaire no later than March 18, 2019 ~~2020~~
12
16. Please Note: There will be No evening events (examples, but not limited to; Movies or Concerts) at the Town Beach on the following dates: ~~Thursday nights, July 12, 2018, Friday night, July 13, 2018, Saturday night, July 14, 2018, and Sunday afternoon, July 15, 2018; P & R Theatre Show Performances.~~
17. ~~FYI: Clinton Family Day is schedule to be held at the Town Beach on Saturday, July 21, 2018 (Rain Date: Sunday: July 22, 2018).~~

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and dated this _____ day of _____ 2018.

TOWN OF CLINTON, CONNECTICUT
BOARD OF SELECTMEN

By: _____
Concessionaire

~~Christine Goupi;~~ Karl Kilduff
First Selectman Town Manager

Witness: P & R Representative

Witness: Town Clerk's Office

SUGGESTED MOTION:

The Town Council of the Town of Clinton hereby authorizes and directs the Town Manager to sign a lease agreement for 50 East Main Street as known as the Eliot House with the Clinton Chamber of Commerce for a term ending on May 30, 2021.

LEASE

THIS LEASE, made and entered as of the ____ day of _____, 2020 by and between TOWN OF CLINTON, a Municipal corporation, located in the County of Middlesex and State of Connecticut, (hereinafter called "Landlord"), and CLINTON CHAMBER OF COMMERCE, Inc., 50 East Main Street, in the Town of CLINTON, County of Middlesex and State of Connecticut (hereinafter called "Tenant").

WITNESSETH:

1. **LEASED PREMISES.** Landlord hereby leases to Tenant a portion of that certain property located at 50 East Main Street, Clinton, Connecticut, consisting of a building located thereon known generally as the Eliot House and certain designated parking.

2. **TERM.** *The term of this lease shall be for a period of one (1) year commencing on _____, 2020 and ending on May 30, 2021, unless sooner terminated in accordance with the provisions of this Lease.*

The Tenant shall give the Landlord notice sixty days prior to the end of the term of this lease of the Tenant's desire to extend the term of the lease.

3. **RENT.** *Tenant agrees to pay rent during the term of the lease in equal monthly installments on the first day of each month in the amount of One Hundred and no/100's Dollars (\$100.00) during the term made payable to the TOWN OF CLINTON, 54 East Main Street CLINTON CT 06413. The base rent for the first year of the term shall be One Thousand Two Hundred and no/100's Dollars (\$1,200.00), (hereinafter referred to as the "base rent") for the period of _____ to May 30, 2021.*

Tenant further agrees to pay, as additional rent, the following: (a) the cost of all repairs, maintenance, and upkeep for the premises, pursuant to Paragraph 9 herein; (b) the cost of all insurance on the premises and the structures thereon located, including fire, hazard, and liability, pursuant to Paragraph 10 herein, and; (c) the cost of all utilities used or consumed at the premises, including electrical service, water and sewer usage charges, gas and heating oil. Tenant shall be responsible for promptly making all such payments directly when said amounts are due. If tenant fails to make any of these payments, then Landlord may, but shall not be required to, make such payments, and Tenant shall make such payments to Landlord within ten (10) days after written notice has been given to Tenant of the amount owing. In the event Tenant shall fail to make such payment, tenant may be deemed in default pursuant to Paragraph 11 herein.

4. **LANDLORD'S USE OF THE MEETING ROOM OF THE PREMISES:** Tenant acknowledges that the Landlord will continue to occupy the meeting room located in the premises for purposes of public and municipal agency meetings and related uses that will not unreasonably interfere with the Tenant's use of the leased premises.

5. **USE.** The leased premises shall be used for Tenant's business operations and all other lawful purposes incidental to and related to Tenant's business. Tenant shall not sell or

distribute items from the premises. Landlord warrants and agrees that Tenant shall have peaceful and quiet possession of the leased premises and that use of the leased premises for the purposes foreshadowed does not violate any existing laws, statutes and ordinance, restrictions, rules or regulations.

6. REQUIREMENTS OF THE LAW. Tenant agrees not to violate the applicable laws, statutes, ordinances, and regulations of any public authority having jurisdiction relating to the use and occupancy of the leased premises, including but not limited to any and all laws concerning environmental and hazardous waste disposal and sewage disposal. The leased premises shall not be used in any manner so as to create any nuisance or trespass or so as to vitiate the policies of fire insurance on the leased premises or to increase the fire insurance premiums.

7. ENVIRONMENTAL. Tenant has not allowed any disposal, release or threatened release of any hazardous substance, pollutant or contaminant into, upon or over the premises or into or upon ground or surface water at the premises by the Tenant contrary to any Environmental Law.

8. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. Tenant shall not make alterations in and additions to the interior or exterior of the leased premises without the prior written approval of Landlord, with approval may be withheld for any reason. All improvements, alterations and additions made by Tenant shall become and be the property of Landlord; provided, however, that prior to expiration or termination of this lease, Tenant may remove all trade fixtures, office equipment and furnishings, even though the same may have been affixed to the realty, if Tenant restores the leased premises to their original condition.

9. CONDITION, REPAIR AND SERVICES. Tenant acknowledges that it has inspected the premises and accepts the premises in their present condition and agrees that the leased premises are in good and rentable condition at the time of Tenant's execution of this lease, and Tenant accepts the leased premises in the condition at such time. It shall be conclusively presumed that the Tenant is satisfied with the condition of the premises.

The Landlord shall be responsible for major capital repairs to the roof and other major structural components of the building and repairs constituting substantial replacement of heating, plumbing and/or electrical system of the premises, unless such repairs are necessitated by the negligence of Tenant, his agents and/or employees.

The Tenant agrees to be responsible for trash removal and providing receptacles there for; for the cost of providing all utilities to the leased premises; to maintain the premises in a neat and clean condition, to place trash in proper leak proof receptacles; to provide electricity, heat, and all other utilities in the premises at its own expense.

The Tenant agrees to maintain and make all necessary repairs to the interior of the demised premises, whether or not such repairs are due to the Tenant's neglect or abuse, and will replace all broken glass with glass of the same size and quality as that broken. Such repairs shall include repairs and cleaning required to plumbing, heating and air conditioning systems and fixtures, including all pipes, air conditioners and furnace, and electrical lines and fixtures, whether such items are located inside or outside the leased premises subject to the Landlord's responsibilities set

forth above. If the Tenant fails to make any repairs required under this Lease, or fails to pay any utility bills for the leased premises, Landlord may, but will not be required to, make such repairs or pay such utility bills and charge the costs to Tenant as additional rent, the payment of which shall be due ten days after notice to Tenant of such amount paid by Landlord.

10. INSURANCE. Tenant shall carry fire and extended coverage insurance on the Tenant's personal property and liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) on the leased premises. Tenant shall provide certificates of insurance to Landlord reflecting Landlord's interest as an additional insured.

Tenant will indemnify and hold Landlord harmless from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind, including reasonable attorneys' fees, by or on behalf of any person or governmental authority, arising out of any accident, injury or damage which happens in, upon or about the Premises, however occurring (except as a result of Landlord's negligence), or for any matter or things arising out of the Tenant's occupation, maintenance, repair, alteration, use or operation of the Premises, including, but not limited to, the use and/or disposal of any hazardous or toxic waste or substance.

All personal property placed or stored in or on the Premises by the Tenant, or anyone claiming through or under the Tenant, remains there at Tenant's sole risk. Landlord will not be liable for any damage to this personal property arising out of or caused by fire, rain, water, bursting or leaking of pipes or other causes, unless due to the negligence of Landlord.

11. DAMAGE BY FIRE OR OTHER CASUALTY. It is further agreed by the parties hereto that in case the leased premises shall be damaged by fire or other casualty and such damage is so extensive as to render the premises unusable by the Tenant (which, for the purpose of this agreement shall mean that the business of the Tenant cannot continue operation or recommence operation in a reasonable manner within sixty (60) days after such damage), either the Landlord or the Tenant, except as hereinafter provided, may terminate this lease by notice in writing to the other within sixty (60) days after such damage. Upon termination, rental shall be paid to the date of such damage, and the Tenant shall promptly remove all furnishings, and fixtures in the same manner as otherwise provided for in this lease in the event of the termination.

12. DEFAULT. If Tenant defaults in payment of the rent or any additional rent by not making said payment within ten (10) days of the date it is due, or is in default of any of the terms and conditions of this lease and does not cure such default for a period of thirty days after written notice thereof, or if Tenant breaches any of the other covenants, conditions, or agreements to be kept and performed by Tenant hereunder and does not cure such breach for a period thirty (30) days after written notice hereof, Landlord may either terminate this lease by ten (10) days written notice, in which event this lease shall end.

13. ASSIGNMENT. Tenant may not assign this lease or any interest hereunder, or sublet the leased premises or any part thereof, without Landlord's prior written consent.

14. TERMINATION FOR PUBLIC USE. The landlord may terminate this lease upon 90-days' notice to the Tenant if the Landlord determines it needs to use the Leased Premises for its public uses.

15. SURRENDER. At the expiration or termination of this Lease, Tenant will deliver the Premises to Landlord in substantially the same condition as when they were received, reasonable wear and tear, damage by fire or other unavoidable casualties, and permitted improvements, alterations and addition, excepted.

16. HOLD-OVER. If Tenant remains in possession of the leased premises after the expiration of the term of this lease, with consent of the Landlord, such holding over shall be construed to be a tenancy from month-to-month at two times the rental rate effective as of the last month of the term expired, and upon the other terms herein specified, so far as applicable, unless otherwise agreed to in writing by the parties hereto.

17. NOTICES. All notices and statements which Tenant may be required to serve upon Landlord may be served by delivering the same personally, or by mailing the same, addressed to Town Manager TOWN OF CLINTON, 54 East Main Street CLINTON CT 06413. Landlord shall serve notices and statements upon Tenant by mailing the same addressed to CLINTON CHAMBER OF COMMERCE, Inc., 50 East Main Street, CLINTON, Connecticut, 06413 or to such other address as Tenant may from time designate by notice in writing to Landlord. The date of service of any notice or statement so addressed, postage prepaid, shall be deemed the date of mailing such notice. This provision shall apply to all other notices required under any paragraph of this Lease.

18. SUCCESSORS. This lease shall, subject to the restrictions on assignment by Tenant, be binding on and inure to the benefit of the successors and assigns of Landlord and of Tenant.

19. CAPTIONS. The Captions are inserted only as a matter convenience and for reference and in no way define, limit or describe the scope of this lease or the intent of any provision thereof.

20. MISCELLANEOUS. This is the entire agreement between the parties with respect to the indicated subject matter, there being no verbal or other agreements which modify or affect this Agreement. This Agreement shall not be amended or modified except by a written instrument signed by both parties. This Agreement shall bind and enure to the benefit of the parties and their respective heirs, successors and assigns. The receipt of all or part of any Rent or Additional Rent after an Event of Default will not operate as a waiver of Landlord's right to enforce the payment of any Rent or Additional Rent or to recover the possession of the Premises as provided in this Lease. Landlord's failure to enforce any of Tenant's obligations under this Lease will not operate as a waiver of any of Landlord's rights, with respect to that obligation or to any other obligation of tenant under this Lease.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day herein above first written.

WITNESSED BY:

Town of CLINTON

By Karl Kilduff, Town Manager
Duly Authorized

CLINTON CHAMBER OF COMMERCE, Inc.

By:

Its
Duly Authorized

STATE OF CONNECTICUT)
) ss: CLINTON
COUNTY OF MIDDLESEX)

On this the _____ day of _____, 2020, before me,
_____, the undersigned officer, personally appeared Karl
Kilduff, who acknowledged himself to be the Town Manager of the Town of CLINTON,
Connecticut, and, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Town of CLINTON by herself as Town Manager.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: CLINTON
COUNTY OF MIDDLESEX)

On this the _____ day of _____, 2020, before me,
_____, the undersigned officer, personally appeared
_____, who acknowledged _____ self to be _____ of CLINTON
CHAMBER OF COMMERCE, Inc., and, being authorized so to do, executed the foregoing

instrument for the purposes therein contained, by signing the name of CLINTON CHAMBER OF COMMERCE, Inc by ___self as Member .

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

TOWN MANAGER'S REPORT

TO: Honorable Town Council Members

FROM: Karl F. Kilduff, Town Manager

DATE: June 3, 2020

Please find my report concerning various items of interest to the Town Council and community.

1. Council Business:

- a) Fish Ladder at Old Morgan Site: Following the Council's approval at the last meeting, the grant application to fund the design of the fish ladder is underway.

2. Connecticut Conference of Municipalities:

- a) As Executive Orders continue to be issued CCM continues to host video conferences to discuss new orders that town operations and offer advice on possible responses. CCM intends to move to virtual meetings in June to allow the Legislative Committee to continue to meet.

3. River COG:

- a) The River COG met virtually on May 27, 2020. Items of interest from the Agenda were as follows:
 - Report was received from the Regional Election Monitor which highlighted instructions given to area Registrars regarding the need to develop emergency plans, survey or resources needed to conduct elections during the pandemic and reimbursement plans from the State. It was also announced that the future of the Regional Election Monitor program needs to be clarified in light of a letter issued by the Secretary of State which appears to change the program (that is codified in Statute).
 - A draft study reviewing the merger of 9 Town Transit and Middletown Area Transit is being finalized for presentation.
 - Member towns shared challenges of re-opening their town halls and seeking clarification from the State on reimbursement of COVID related expenses. State guidance is expected soon
 - The COG FY2021 budget was presented. Dues to member towns are not going to increase. However, there is a concern about the amount of funding from the State which could negatively impact the COG.
 - Efforts to create a Regional Plan of Conservation and Development are on-going. A webinar format will be used to educate the public and towns on what the regional plan would be, its connection to local plans of development and the process going forward to create such a regional plan. The goal is to get local Planning & Zoning Commissions on-board with the process as a key stakeholder.

4. Department News:

- a) Assessor's Office - Revaluation Update: Data collection is now complete with the mailing of 3,959 residential data mailers and 354 condo mailers. The data mailers are taking the place of an interior inspection. Vision has received 423 returns on the data mailers and entry of the mailers will start next week. Data entry is ongoing, Vision has entered 1,839 parcel out of 6,500, this number is as of May 19, 2020. One hundred and thirty permits have been completed and data entered, 26 have been completed but not data entered to date. There are still 107 permits as of May 18, 2020 that need inspections. All new permits received after May 18 will be inspected up until October 1, 2020, this includes new photos.
- b) Human Services: The Department was awarded a \$2,500 grant to help Clinton residents that have been affected by COVID-19 or the economic problems related to COVID-19, with financial support for rent payments.
- c) Parks & Recreation: The Parks & Recreation Director held a pre-season kick-off meeting with the Beach staff to review the new requirements for operations during the pandemic. The Beach will be open to the public. However, the playground and splash pad will be off line until they can be properly cleaned and opening rules are issued (the splash pad is treated the same as a pool). Restrooms (in the Concession stand building) will also be open with twice daily cleaning taking place. Operations will remain fluid as Executive Orders and re-opening rules are issued.

5. Miscellaneous:

- a) Re-Open Connecticut: Phase 2 of the Governor's re-opening plan is targeted for June 20. Specific rules and regulations governing those allowed re-openings are to be issued. As was the case with Phase 1, staff will review and digest the rules to understand our roles and responsibilities. Guidance documents are supposed to be issued by June 6.
- b) Town Hall Status: Efforts are on-going to prepare for a wider opening of Town Hall to the public during the month of June. Plexi-glass partitions have been installed at all customer service points and signage have been put in place. Right now, I am targeting mid-June for a wider opening of the building in advance of tax collection season. The Town will still emphasize doing business remotely using online resources. A drop-box is in place in front of Town Hall to assist in tax collection efforts.
- c) Contract Negotiations: Negotiations with the employee unions continue moving into the "new normal" of social distancing. We are trying to make forward progress even though in-person meetings are a challenge right now.

