



TOWN OF MIDDLEBURY RECEIVED FOR FILING
Board of Selectmen

June 21, 2023 at 2:00pm
TOWN CLERK'S OFFICE
MIDDLEBURY, CT

MINUTES
Meeting of the Board of Selectmen
June 19, 2023 – 4:00 p.m.
Town Hall Conference Room

Mary Beth Lindquist, Esq.
TOWN CLERK

Start – 4:00 p.m.

End – 5:05 p.m.

Present:

Edward B. St. John, First Selectman
Elaine Strobel, Selectman
J. Paul Vance, Selectman
Robert Smith, Town Attorney
Jo-Ann LoRusso, Library Director
Peter Vaccarelli, Assistant Director of D.P.W.
Rita Smith – Library Board of Trustees –
Chairman, PD – Commissioner, BOF-member
Terry Smith – Planning and Zoning - Chairman

Terry McAuliffe, Economic Development -
Chairman
Marj Needham, Middlebury Bee Intelligencer
Liana St. Germain, Recording Clerk
Hiram Peck, Plan Three LLC

Also Present:

Steve Huebner
Gregory Barnes

Call to Order with Pledge of Allegiance

The meeting was called to order by the First Selectman at 4:04 p.m. with the Pledge of Allegiance.

Approval of June 1st, 2023 Meeting Minutes

First Selectman Edward B. St. John MOTIONED to approve the June 1st, 2023 minutes SECONDED by J. Paul Vance. Unanimous approval.

Tax Rebates

None

Resignation

First Selectman St. John read aloud the resignation of Brian Stroby from the Conservation Commission. (see attached)

First Selectman St. John MOTIONED to accept the resignation SECONDED by Selectman Strobel. Unanimous approval.

Appointments

First Selectman St. John MOTIONED to AMEND the Agenda SECONDED by Selectman Strobel to include the endorsement submitted by the Republican Town Committee for the Conservation Commission.

First Selectman St. John MOTIONED to appoint Joseph Bernardi to the Conservation Commission SECONDED Selectman Strobel. Unanimous approval.

Re-Appointments

First Selectman St. John MOTIONED to re-appoint Nancy Mastroianni (R) to the Commission on Aging, SECONDED by Selectman Strobel. Unanimous approval. Term 11/18/2022 – 11/22/2024

Selectman J. Paul Vance MOTIONED to re-appoint Ann Zimkus (D) to the Commission on Aging, SECONDED by Selectman Strobel. Unanimous approval. Term 02/22/2023 – 02/22/2025

Selectman Strobel MOTIONED to re-appoint Nancy Pun (R) to the Commission on Aging, SECONDED by First Selectman St. John. Unanimous approval. 11/06/2022 – 11/06/2024

Discussion and Consideration

Blue Earth Compost Municipal Agreement – Transfer Station

First Selectman St. John notes that the town has recently signed off on a state grant for the Food Scrap Collection Program. Blue Earth Composts' role is to provide us with the containers and dispose of the food waste in the proper facilities outlined in the DEEP grant. First Selectman St. John MOTIONED to approve the agreement with Blue Earth Compost Municipal SECONDED by J. Paul Vance. Unanimous approval. (See attached)

Affordable Housing Plan

Hiram Peck from Plan Three LLC is the Town's consultant. The plan was created a few years ago because the legislature required, statute 8-30j, that towns throughout the state prepare Affordable Housing Plans. This needs to be prepared and filed every five years. This was brought to the Planning and Zoning(P&Z) Commission, and several revisions were made before their final approval. This particular section of the statute does is that it requires that the town adopt a plan. It gives various things that the P&Z Commission could put into regulations to encourage properly sized and well-designed affordable housing. And this is very critical that individuals understand that. We are not talking about a multiple-family, four to six-story dwellings being built. Still, the regulations will be carefully constructed to ensure that what does get proposed is in the property location and adequately designed to fit in well with the town. This plan is not as aggressive as some plans created like others in the state, which has been done intentionally. This also includes talking to various other boards, commissions, and committees along with social services and their discussions regarding these regulations. There are about twenty to twenty-five different suggestions for zoning regulations that could be worked into the new regulations that help affordable housing. The median household in Middlebury is \$520,000.00. Affordable housing means that individuals would spend 30% or less of their income on housing if they were in one of the following categories. 80% of the median is about \$96,000.00, and the other category is 60% which is about \$72,00.00. So, in taking 30% of each of those numbers, that's what individuals would be able to afford to spend on what's called affordable housing. Where things may get tricky or confusing to some is another section of the statute, 8-30g. 8-30g is the Affordable Housing Statute, sometimes used for new development in towns, sometimes known as "friendly affordable housing," well received, other times not so friendly or not well received. These numbers are much lower because they are based on the state's median incomes. The state median income is just over \$79,000.00. So, if you take 60% or 80% of those numbers, those annual incomes are significantly less than the town would normally have. There are two critical sections in this plan, sections six and seven. These are what actions the Commission might consider and what

actions the Commission could consider to put in its plan to encourage affordable housing goals and implementations.

Selectman Strobel asked if a homeowner has a CHFA loan and does that go into the 10% requirement. Mr. Peck stated yes that there are about 120 units currently in town.

First Selectman St. John stated that the town has 120 affordable housing units. He would like to commend the Planning and Zoning Commission back when this was first implemented in 1990. The town has done a great job overall, but we are different from where the state wants the town to be. We are currently at 4.5%, and the state wants the town closer to 10%. First Selectman St. John stated that this is a mandated state legislative that this be done statewide.

Selectman Strobel has one more clarification on page 13, which states, Cost Burdened Households, renters, owners with mortgages and owners with no mortgages, adding this all up comes to 51%. Does this mean 51% of people in Middlebury are Cost Burdened? Mr. Peck states no and clarifies. Mr. Peck says that the way these figures work, the regional planning agency has provided much of the data. Another is a group in Hartford called Partnership for Strong Communities, which deals with affordable housing and homelessness and puts together much information about this. Cost-Burdened Households are households that spend more than 30% of their income on housing. So, out of the total number of homeowners in Middlebury, 15% of the Renters are Cost Burdened. 28% of the owners with mortgages are Cost Burdened, and 11% with no mortgages are Cost Burdened. Mr. Peck states you can not add those numbers together because they are each their own individual entity. The idea of Affordable Housing, with this plan and with the Commission, has been put together to help young people and older folks who want to stay in town but don't want to move. The cost of housing is not going down, the cost of construction is not going down, and the cost of labor especially is not going down, and unfortunately, this isn't going to change any time in the near future.

Terry Smith stated that one confusing part is that for this to be counted towards our goal, those affordable houses must be deed restricted for up to forty years.

Mr. Peck requests the Board votes to adopt the plan, then we can send it to the Office of Policy Management at the state, which will complete our requirement with the state.

(Affordable Housing Plan, final draft attached)

First Selectman St. John MOTIONED to accept the Affordable Housing Plan SECONDED by Selectman J. Paul Vance. Unanimous approval.

Library Lower Level Lease

Rita Smith stated that an interested party would like to lease the Library's lower level. We have a lease agreement that needs to have additional items added. We hope this individual will sign and occupy the premise starting mid-July. Mrs. Smith states this is excellent news for the town and the Library.

First Selectman St. John states that this is not a new arrangement. We have leased the lower level of the Library in the past. First Selectman St. John commends Rita Smith, Peter Vaccarelli, and Jo-Ann LoRusso for working through all of this to ensure everything was present.

First Selectman St. John noted that since no agreements have been signed at this time, no names were to be released at this time.

First Selectman St. John MOTIONED to approve the Lease Agreement with the revisions discussed SECONDED by Selectman Strobel. Unanimous approval.

Bike Route

Selectman Strobel states that an email was received from Mr. David Sieling. He is a member of the Park and Recreation Commission. He came up with a proposed Bike Route. It goes for the length of ten miles. Selectman Strobel states we should look into getting this going, but after speaking with the First Selectman and several portions of the Bike Route going through state roads, a lot needs to be looked into. First Selectman St. John stated that this office receives letters at times with different requests, and they are usually forwarded to the respective commission, committee, or board. With this request, it encompasses a multitude of various jurisdictions. We're asking for a bike route to be established on state highways over which we have no jurisdiction. Our town roads would be something our Public Works Commission would have to agree on. First Selectman St. John states this is a great idea, but he must be very candid. The way people drive today, we are cautious about where these bike routes are established. We need to organizationally need to figure out what we need to make this happen. At this time, Selectman Strobel reads the email. (see attached) Selectman Strobel states that at this time, we should send it back to the Parks and Recreation Commission, have them review it, and possibly reroute the bike route to not include any state roads, and have them bring back their proposal with how much this would cost, and after they have reached out to the Public Works Commission. First Selectman St. John noted that the state has standards that need to be followed as well with this. Mr. Peck stated that he would offer to put together a two-page letter on this regarding guidance. He is currently working on this project with another town.

Ideas for Improving Volunteerism

Terry McAuliffe, Economic Development Chairman

Mr. McAuliffe presented a PowerPoint presentation. (see attached) Mr. McAuliffe researched and looked into our population and our registered voters, Republican, Democratic, and Unaffiliated, and how many serve on our Boards, Commissions, and Committees. Mr. McAuliffe compared our numbers to Woodbury and Southbury and found that they have many more unaffiliated individuals serving on their Boards and Commissions than ours. Mr. McAuliffe says we don't make it easy for unaffiliated individuals to volunteer and serve. Mr. McAuliffe states that after having the Special Joint Meeting with the Economic Development and the Beautification Committee, during their discussion, it was agreed that our downtown does not look pretty. First Selectman St. John asked where our downtown is located. Mr. McAuliffe would consider our downtown, the Village Center to where the First Selectman states, the center of town is the Town Green. Mr. McAuliffe agrees that this is the center of town and, yes, it is beautiful, but he is referencing what people see when they enter the town.

First Selectman St. John stated that the Arts and Culture Committee attempted to be started up when he was not in office but failed. Concerts were brought back last year, with five scheduled for this year. Park and Recreation Commission is working on that. If you'd like, contact them.

First Selectman St. John states that proactively looking for volunteers is no longer a CodeRed we use when we have an active emergency. It's now a weekly alert that we have asked for volunteers in those messages. Finding people to volunteer is just a challenge in general.

Mr. Steve Huebner asked, after looking at these numbers, how many openings are there on our Boards, Commissions, and Committees? First Selectman St. John stated that it is still being determined how many vacancies but it can be looked into. Mr. Huebner goes on to say that 37% of voters in Middlebury are unaffiliated. What are the chances of one of them being appointed? Selectman Vance states there should be a generic application process. Mr. Huebner says there has always been a history where you must be a Republican or a Democrat, and the unaffiliated don't have

a chance. Attorney Robert Smith stated that those parties are organized; the ones that submit names, and the unaffiliated don't have an organized party.

Public Comments

Marj Needham commented on what Mr. McAuliffe spoke about being unaffiliated. She cannot be affiliated and publish the newspaper. She appreciates what he has stated, bringing up a valid point. She believes that if the unaffiliated can vote, they should have an equal opportunity to serve on a town Board, Commission, and Committee.

Marj Needham would like to suggest the bike route to allow an individual to get from spot A to spot B, versus the one currently prosed as more of a scenic route.

Mr. Gregory Barnes asked how one adds an amendment to a town ordinance. First Selectman St. John asked Attorney Smith how the town handles this, to which he stated. The Board of Selectman has authority for ordinances, so you would have to propose something to the Board of Selectman, and it's up to them. Mr. Barnes stated he is requesting the prohibition on selling individual servings of any inebriating substances, including but not limited to alcohol, wine, and marijuana, in a residentially zoned area. First Selectman St. John requested Mr. Barnes submit his request in an email so we can consult our attorney on handling this.

Executive Session

None

Adjournment

First Selectman Edward B. St. John MOTIONED to ADJOURN the meeting at 5:05 p.m.; SECONDED by Selectman Elaine Strobel. Unanimous approval.

The next meeting is slated for Monday, July 17, 2023, at 4:00 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

Liana St. Germain

Recording Clerk

Brigitte Bessette

From: Brian Stroby <brianstroby@gmail.com>
Sent: Tuesday, June 13, 2023 12:20 PM
To: Brigitte Bessette
Subject: CC Resignation

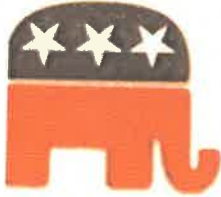
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Email support@computercompany.net if you doubt the validity of this email.

I hereby resign from my position on the Conservation Commission, because of my work requirements and lack of availability. Please acknowledge this effective immediately.

Sincerely,

Brian C Stroby

RECEIVED FOR FILING
June 13 2023 at 12:20 pm
TOWN CLERK'S OFFICE
MIDDLEBURY, CT
Brigitte B. Bessette
TOWN CLERK



Middlebury Republican Town Committee

PO Box 1206, Middlebury, CT 06762

June 16th 2023

Edward B. St. John
First Selectman
Town Hall
1212 Whittemore Road
Middlebury, CT 06762

Dear Ed,

The Middlebury Republican Town Committee at their June 13th 2023 **Monthly Meeting**, voted to endorse: Joseph Bernardi of 450 Regan Rd. and Russ Tolles of 75 Yale Ave for the position on the Conservation Committee.

Please share our recommendation with the selectmen when you consider appointments.

Sincerely,

Russ Tolles
Secretary

MUNICIPAL AGREEMENT

This agreement dated the 19th day of June 2023 is by and between the Town of Middlebury, 1212 Whittemore Road, Middlebury, CT 06762 hereinafter referred to as the "Customer" and **Blue Earth Compost, Inc.**, 18 Midland Street, Hartford, CT, 06120, hereinafter referred to as the "Contractor".

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services:** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks shown below:
 - a. The collection of compostable food waste and acceptable compostable material from the Middlebury Transfer Station.
 - b. The Contractor will transport collected food waste and acceptable compostable material to a composting facility approved by the State of CT Department of Energy and Environmental Protection (DEEP) or the Commonwealth of MA Department of Environmental Protection (DEP).
 - c. The Contractor will provide copies of digital signage that demonstrates acceptable food waste and compostable materials to Customer.
 - d. The Contractor will provide one free training for employees of Customer, if requested.
 - e. The Customer will collect food waste in containers provided by the Contractor and will place them in a mutually-agreed upon location. The Contractor is responsible for ensuring that the collection area is left clean, neat, and in the same condition as found.
 - f. Collection containers shall remain the property of Contractor and shall be returned to Contractor at the conclusion of service. Customer shall be liable for the cost of replacement of lost or damaged containers.
 - g. Should any issues relating to collection arise (e.g. contamination, odor, or pests) the Contractor and Customer agree to work together to resolve the issue.
 - h. The Customer and Contractor will give prior notice, at least 24 hours, if the collection date or time needs to be adjusted.

2. **Term:** The term of this agreement shall last for the duration of the Sustainable Materials Management Grant awarded from CT DEEP beginning on July 1, 2023 and ending June 30, 2024. At the end of this term, the Customer may have the choice to extend the terms of this Agreement. If they do not, it will be understood that the Agreement has expired and the parties will no longer be contractually obligated to each other.

3. **Termination:** Either party may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of said termination.

4. Early Termination Fee: If Agreement is terminated before the conclusion of the agreed upon term by the Customer, the Customer agrees to pay an Early Termination Fee equal to the amount of the most recent invoice.

5. Compensation:

- a. **Number of Carts:** The Contractor will provide the customer with 1, 3-yard dumpster. The amount can be increased as the program grows.
- b. **Pricing:** The Contractor will charge the Customer a flat fee of \$29,000 over 12, monthly bills of \$2,416.66.
- c. **Billing:** Contractor will bill Customer by invoice in arrears on a monthly basis.
- d. **Payment:** The Customer agrees to pay all charges to Contractor on a monthly basis, within thirty (30) days of the date on the Contractor's invoice.
- e. **Contamination Fee:** If, after three (3) months of prior notice, Customer is unable to resolve issues of contamination they will be charged a 50% fee on top of the per cart price on all contaminated carts collected.
- f. **Lost/Damaged Cart Fee:** If Customer loses or damages a container, they will be charged a fee of \$50 for a 32-gallon cart, \$75 for a 65-gallon cart, or \$750 for a dumpster.

6. Governing Laws: This Agreement shall be governed by the laws of the State of Connecticut and the United States of America.

Town of Middlebury

By (Print): Edward B. St. John

By (Sign): 

Date: 6/19/2023

Blue Earth Compost, Inc.

By (Print): _____

By (Sign): _____

Date: _____

LEASE AGREEMENT

AGREEMENT entered into this ____ day of June, 2023 by and between THE TOWN OF MIDDLEBURY, a municipal corporation with a place of business at 1212 Whittemore Road, of Middlebury, Connecticut, (hereinafter referred to as LESSOR) and BRODERICK LAW FIRM, LLC a Connecticut Limited Liability Company, having a place of business at Straits, Connecticut 06708, County of New Haven and State of Connecticut and MICHAEL BRODERICK, an individual residing in the Town of Middlebury, County of New Haven and State of Connecticut (collectively hereinafter referred to as LESSEE).

WITNESSETH

In consideration of the mutual promises, covenants and agreements herein contained and in consideration of the rents hereinafter reserved, LESSOR does hereby let to LESSEE, and LESSEE does hereby take and lease from LESSOR the demised premises hereinafter described for use upon all the terms, promises, covenants and agreements hereinafter set forth.

1. Description of Demised Premises.

1.1 The premises subject to this lease is the property known as 30 Crest Road, 2,776 sq. feet basement, Middlebury, Connecticut, and shall be referred to herein as the "demised premises". Said Unit is more particularly described in Exhibit A Attached hereto.

2. Term.

2.1 The term of this lease shall commence on July 1, 2023. The term shall be Two (2) years from the commencement date with 3 Options as defined in Paragraph 24.

3. Rent.

3.1 Lessee shall pay to Lessor an annual gross rent, free of set off, counter claim, abatement or reduction, during the term of this lease in the amounts indicated below. The annual rent shall be payable in equal monthly installments in advance on the **First** day of each and every month beginning on the **First** day of the **July 2023** month following the commencement of the term of this lease and continuing during the term of this lease. Rent shall be paid to LESSOR at 1212 Whittemore Road, Middlebury, Connecticut 06762 or such address or assignee of Lessor's interest herein or other nominee as Lessor may direct by written notice to Lessee. **Paragraph 3 is specifically, subject to paragraph 10.3.**

3.2 The rental rates for the term are as follows:

TERM	MONTHLY	ANNUAL
Year One	\$2,600.00	\$31,200.00
Year Two	\$2,600.00	\$31,200.00

3.3 The Lessee shall pay any money required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent", all such amounts being agreed

to be additional rent. If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Lessor.

3.4 If Lessee shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Subparagraph 3.2 hereof, such unpaid amounts shall bear interest, from the due date thereof to the date of payment, at the rate of twelve percent (12%) per annum.

4. Taxes.

4.1 Lessee **shall not** be responsible for municipal real estate taxes levied on the demised premises.

4.2 The Lessee shall pay all municipal taxes levied on the personal property located on the premises, including but not limited to, furniture and trade fixtures which are owned and installed by Lessee on the premises.

4.3 The Lessee, at Lessee's sole expense, may protest any assessment before any taxing authority or board or maintain any necessary legal action in reference to said assessment or for the recovery of any taxes paid thereon.

5. Quiet Enjoyment.

5.1 The Lessor covenants with the Lessee, upon Lessee paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee will peaceably and quietly have and hold the Premises, without hindrance or molestation by any person or persons lawfully claiming by or through any Lessor, subject, however, to the terms of this Lease.

6. Insurance.

6.1 It is further agreed that Lessee shall, at their own expense, during the entire term of this lease or any extensions thereof, carry general liability and property damage insurance covering the demised premises and Lessee's Improvements thereon with limits of **One Million (\$1,000,000.00) Dollars for Commercial General Liability coverage and a \$1,000,000 Commercial Umbrella policy and Two Hundred Thousand (\$200,000.00) Dollars for property damage**, the policies for the same to be written in standard Connecticut forms; and the Lessee shall name the Lessor as an additional insured therein and deliver copies of said policies to the Lessor, and copies of each renewal policy or a certificate thereof at least ten (10) days prior to the expiration of the policy it renews. Each such policy shall be noncancellable with respect to the Lessor's interest without at least ten (10) days prior written notice to the Lessor. Lessee covenants and agrees to assume exclusive control of the demised premises, and all tort liabilities incident to the control or leasing thereof, to defend and to save Lessor harmless from all claims or damage arising on account of any

injury or damage to any person or property on said premises or otherwise resulting from the use and maintenance and occupancy of the premises or anything on said premises or facility kept or used thereon.

6.2 The Lessor during the entire term of this lease or any extension thereof shall carry fire casualty insurance.

7. Lessee's Covenants.

The Lessee covenants with the Lessor and agrees as follows:

7.1 to pay the rent at the location designated by the Lessor at the time and in the manner as aforesaid;

7.2 to commit no waste nor suffer the same to be committed on the demised premises, nor injure or misuse the same;

7.3 that it will not assign or sublet this lease or abandon the demised premises without the Lessor's prior written consent (Lessor's consent shall not be unreasonably withheld), and provided that any assignee or sublessee shall be subject to all the conditions and agreements applicable to Lessee herein and Lessee herein shall at all times remain responsible for the full performance of each covenant of this Lease;

7.4 to neither overload the floors or wiring, nor damage or deface any part of the premises or the building on which they are located;

7.5 to conform to all reasonable rules and regulations which the Lessor may make from time to time regarding the operation and use of the building in which the premises are located;

7.6 to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter;

7.7 to fully and promptly comply at all times with all laws, ordinances, orders and regulations of any lawful authority affecting the demised premises, including without limitation of the foregoing such as relate to cleanliness, fire, health, nuisance, safety and environment and agrees to hold the Lessor harmless from all fines, penalties and costs, for violation of, or noncompliance with the same;

7.8 at the expiration of this lease or at the sooner or later termination of its tenancy, to peaceably yield up the premises and all alterations therein in as good condition in all respect, reasonable wear and tear, fire and other unavoidable casualties excepted, as they now are or may be hereafter put into by either party;

7.9 to make no alterations, additions or improvements upon the demised premises without the prior written approval of the Lessor (Lessor's consent shall not be unreasonably withheld);

7.10 to neither do nor permit anything to be done in said premises beyond the purposes for which Lessee is permitted to use the demised premises hereunder, or keep anything therein, which will increase the rate of fire insurance premiums on the building or any part thereof, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof;

8. Repairs.

8.1 The Lessor will be responsible for maintenance, repair and upkeep of said heating and cooling systems during the term of this lease, or any extension thereof. The Lessor shall make all necessary repairs to the demised premises limited to the roof and structural portion of the building. The Lessee shall make all other necessary repairs to the demised premises, excluding the roof and structural portion of the building, and including the interior walls, floors and ceilings, glass, windows and doors.

8.2 All repairs, installations, alterations, improvements and removals made by Lessee shall be done in a good and workmanlike manner in conformity with all applicable laws, ordinances, rules, regulations and requirements of all Federal, state and municipal governments or departments and in accordance with the rules and regulations of any applicable Insurance Underwriters. Lessee or Lessor, as the case may be, shall repair any and all damage caused by or resulting from any such activities. Lessee agrees to indemnify and hold the Lessor harmless against any and all claims for injury, loss, cost, damage or liability to persons or property caused by or resulting from the doing of any such work for Lessee. Lessor agrees to indemnify and hold the Lessee harmless against any and all claims for injury, loss, cost, damage or liability to persons or property caused by or resulting from the doing of any such work for Lessor.

9. Condition of Premises.

9.1 Lessee has examined the demised premises and, except as otherwise expressly provided herein, will accept them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. With respect to work to be performed by Lessor, if any, Lessee's taking possession of the demised premises shall be conclusively presumed to constitute Lessee's agreement that such work was completed in full compliance with the terms hereof. The Lessee shall keep the premises in good condition, and to that end shall perform such redecoration, painting and renovations to the said premises as may be necessary to keep them in repair and good appearance.

10. Alterations and Improvements.

10.1 The Lessee agrees that they will not cause to make any alterations, changes and/or improvements to the demised premises without the prior written consent of Lessor, (Lessor's consent shall not be unreasonably withheld).

10.2 All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by Lessor or the Lessee, except furniture or movable trade fixtures installed at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, without compensation to the Lessee. Notwithstanding the above, Lessee, at Lessor's option, shall be required to remove said trade fixtures and restore the demised premises in its original condition.

11. Default.

11.1 Lessee shall be in default under this lease if:

(a) Lessee shall be in default in the payment of any rent or additional rent for a period of ten (10) days after the same is due; or

(b) Lessee shall be in default in the performance of any other term, covenant or condition of this lease and such default has not been cured within ten (10) days after written notice by Lessor to Lessee specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of ten (10) days, if Lessee shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(c) Lessee makes an assignment of all its assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged thirty (30) days after his appointment; or

(d) A petition is filed or an action commenced by or against Lessee under the Federal Bankruptcy Code or any similar law relating to bankruptcy, insolvency or relief of debtors, provided that if such petition be filed against Lessee by a third party, Lessee shall have 30 days in which to have said petition dismissed or discharged.

11.2 If Lessee shall be in default under this Lease, Lessor at his option, may terminate this lease without further notice to Lessee, and upon such termination, Lessee shall quit and surrender the demised premises and all improvements located thereon to Lessor, but such termination shall not affect the Lessor's rights to recover damages or exercise any other rights as hereinafter provided.

11.3 Upon termination of this lease as aforesaid, Lessor may (i) re-enter and resume possession of the demised premises and enter and possess all improvements thereon and remove all persons and property therefrom either by Summary Process proceedings or by a suitable action or proceeding, at law or in equity, or by force or otherwise, without being liable for any damages therefor and (ii) Lessor may relet the whole or any part of the demised premises and the improvements thereon on behalf of Lessee for a period equal to, greater or less than the remainder of the then term of this lease, at such rental and upon such terms and conditions as Lessor shall deem reasonable, provided however, that Lessor shall make a bona fide effort to obtain fair market rental, to any tenant it may deem suitable and for any use and

purpose it may deem appropriate. Lessor shall not be liable, providing he is acting in good faith, in any respect for the failure to relet the demised premises and the improvements located thereon, or, in the event of such reletting, for failure to collect the rent thereunder and any sums received by Lessor on a reletting in excess of the rent reserved in this lease, shall belong to Lessor.

11.4 Upon termination of this lease as aforesaid, Lessor shall forthwith be entitled to recover from Lessee all damages sustained by the Lessor as a result of Lessee's default, including, but not limited to, the following items:

(a) If the annual rent provided for in paragraph 3.2, and the additional rent provided for herein, exceed the net sum received by Lessor on any reletting, the amount of such excess.

(b) All expenses of operating the demised premises while they are vacant; all expenses, including reasonable attorneys' fees, incurred by Lessor in recovering possession of the demised premises and reletting the same; and all costs of performing any work to be done by Lessee under this Lease.

(c) Costs incurred by Lessor in making the demised premises available for reletting.

Lessee agrees that Lessor shall be entitled to recover the sum set forth in this paragraph in one action. Lessor and Lessee hereby expressly waive their right to a trial by jury in any action brought by either party.

11.5 If the Lessor shall neglect or fail to perform or observe any of the covenants on the part of the Lessor herein contained, and such default shall continue more than thirty (30) days, without the Lessor having commenced the remedy of said default, after written notice of such default is duly given to the Lessor, or if the Lessor shall fail to continue to conclusion the action necessary to remedy said default with diligence and dispatch, then the Lessee may itself cause such default to be made good and may pursue any option or any other rights that they may have under this lease or by law to collect said amount from Lessor.

11.6 Upon the correction of any default, this lease shall be deemed to be in full force and effect and as applicable the rights of the Lessee and the Lessor under the default provisions hereof shall be deemed to have been lost but only insofar as such default is concerned.

12. Liability of Lessor.

12.1 Lessor, its agents, servants and employees, shall not be liable for any loss, damage, injury or other casualty of whatsoever kind and nature or by whomsoever caused, to the person or property of anyone (including Lessee) in, on or off the demised premises arising out of or resulting from Lessee's use, possession, improvement or operation thereof, or from the installation, existence, use, maintenance, condition, or repair, alteration or removal of any equipment thereon, except if due in whole or in part to intentional, reckless or negligent acts on the part of Lessor, its agents, servants, employees or customers and Lessee is not insured against

such loss, damage, injury or other casualty by insurance then carried by the Lessee pursuant to the terms of paragraph 6 hereof. Lessee hereby agrees to indemnify and hold Lessor, its agents, servants and employees, harmless from and against all claims for loss, damage, injury or other casualty to any person or property arising from the use, possession, improvement or operation of the demised premises by Lessee including costs of the defense thereof except as aforesaid.

12.2 Lessor shall be entitled to convey and otherwise dispose of the demised premises and shall be entirely free and released of all covenants and obligations of the Lessor after the demised premises are so conveyed, and Lessor 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 demised premises from the Lessor or any person who subsequently holds title to the demised premises, shall be deemed to have assumed and agreed to carry out any and all covenants on Lessor's part to be performed under this lease. No further agreement will be required between the Lessor and Lessee and any person holding title subsequent to Lessor in connection with the assumption of the obligations of Lessor hereunder.

12.3 Lessor at his sole cost shall keep the parking lot and sidewalk of the demised premises clean and free from accumulations of snow and ice.

13. Waiver.

13.1 No receipt of monies by Lessor from Lessee after the termination or cancellation of this Lease shall reinstate, continue or extend the term of this Lease, or affect any notice theretofore given to Lessee, or operate as a waiver of the right of Lessor to enforce the payment of the fixed or additional rent or rents then due or thereafter falling due, or operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate either by lapse of time or by virtue of any of the express stipulations contained herein, the Lessee hereby waives all right to any notice to quit possession, and upon such termination or upon the commencement of any suit, action or summary proceedings or any other remedy, or after a final order or judgment for the possession of the demised premises, Lessor may demand, receive and collect any monies due or thereafter falling due, without in any manner affecting such proceedings, suit, action, order or judgment; and any and all such monies collected shall be deemed to be payment on account of the use and occupation of the demised premises or, at the election of Lessor, on account of Lessee's liability hereunder.

13.2 The receipt by Lessor of rent with knowledge of the breach of any of the terms, covenants, conditions and agreements of the Lease on the part of Lessee shall not be deemed a waiver of such breach and Lessor may accept such payment without prejudice to Lessor's right to pursue any remedy in this Lease provided. No payment by Lessee or receipt by Lessor of a lesser amount than the fixed monthly rent herein stipulated shall be deemed to be other than on account of said stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to receive the balance thereof.

13.3 A waiver by Lessor of any breach by the Lessee of any of the terms, covenants, conditions and agreements of this Lease shall be limited to the particular instance and shall not operate or be deemed as a waiver of any future breaches of said terms, covenants, conditions and agreements of this Lease; and the failure of Lessor to enforce any agreement, condition, covenant or term, by reason of its breach by Lessee, after notice had, shall not be deemed to void or affect the right of Lessor to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

13.4 No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor.

14. Lessee's Obligation to Discharge Mechanic's Lien.

14.1 If, as a result of Lessee performing its obligations hereunder or in the making of any improvements, repairs, replacements, alterations, installations, and/or changes in or upon the demised premises as permitted hereunder, any mechanic's or other lien or order for the payment of money shall be filed against the demised premises by reason of, or arising out of any labor or material furnished or alleged to have been furnished to, or for, Lessee at the demised premises or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof, or any contract relating thereto, or against Lessor as fee owner thereof by reason of such work or contract of Lessee, Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessee, within twenty (20) days after having been requested in writing so to do by the Lessor, and shall also defend, on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Lessee will pay any damages and discharge any judgment entered therein and save harmless Lessor from and indemnify it against any claim, damage or costs, including reasonable attorney's fees, resulting therefrom.

15. Utilities.

15.1 Lessee shall bear the cost of the following utilities, without limitation, electricity, telephone, and internet, rubbish removal. The Lessee acknowledges that the Middlebury Library's electricity is monitored by an independent company. The Lessee's meter will be read monthly by an employee and/or agent of the Town of Middlebury and monthly bills for electricity will be generated by the Town of Middlebury for said electricity usage. This will be billed as Additional Rent in Accordance with Paragraph 3.3.

15.2 Lessor shall bear the cost of the following utilities, heat, water and sewer.

16. Holding Over.

16.1 In the event Lessee shall continue in occupancy of the demised premises after the expiration of the term of this Lease or any renewal thereof, without having executed a new lease agreement with Lessor, such occupancy shall not be deemed to extend or renew the term of this Lease, but Lessor may, at its option, treat such holding over as a tenancy from month to month upon the terms, covenants, conditions and provisions herein contained, and at the rentals in effect

during the last year of the term of this Lease or any renewal thereof, prorated and payable for the period of such occupancy.

17. Security Deposit.

17.1 Concurrently, with the execution of this Lease, the Lessee has deposited with the Lessor the sum of **Two Thousand Six Hundred (\$2,600.00) Dollars** as security for the performance by the Lessee of all of the conditions required to be performed by the Lessee under this Lease. Such sums shall be returned to the Lessee without interest after the expiration of the term of this Lease provided the Lessee has performed all such conditions. Prior to the time when the Lessee shall be entitled to the return of the security deposit, the Lessor shall be entitled to intermingle such deposit with its own funds and use such funds for such purposes as the Lessor may determine.

17.2 In the event of default by the Lessee in respect of any of the conditions of this Lease, including but not limited to the payment of rents and additional rents, the Lessor at their option, may use, apply, or retain all or any part of such security deposit for the payment of any unpaid rents and additional rent, or for any other amount which the Lessor may be required to spend by reason of the default of the Lessee, including any damages or deficiency in the renting of the leased property, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction or summary re-entry or other re-entry by the Lessor and if the Lessor shall not have elected to terminate this Lease as a result of Lessee's default, Lessee shall promptly on demand of Lessor restore any amount so used by Lessor.

17.3 The Lessee shall not assign or encumber the money deposited as security, and neither the Lessor nor his heir or assigns shall be bound by such assignment or encumbrance.

18. Damages.

In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case, the term hereby created shall, at the option of the Lessor, cease and become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said premises and all of the Lessee's interest therein to the Lessor, and shall pay rent only to the time of such surrender, in which event the Lessor may re-enter and repossess the premises thus discharged from this Lease and may remove all parties therefrom. Should all or a portion of the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, unless the Lessee shall have terminated this Lease, the may enter and shall repair the same with reasonable speed, and no rent payable hereunder shall accrue after said injury or while repairs are being made for all or that portion which is untenable, but the same shall recommence immediately after said repairs shall be completed. Should the demised premises not be repairable within ninety (90) days then the Lessee may, at its option, terminate this Lease by giving notice to the Lessor within thirty (30) days after such destruction of the premises. But if

the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Lessor shall repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine; provided that, if such repair shall not be completed within thirty (30) days of such destruction, Lessee may, at its option, terminate this Lease by written notice to Lessor. The Lessee shall immediately notify the Lessor in case of fire or other damage to the premises.

19. Signs.

No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Lessee, except in such manner and of such size, design and color as shall be approved in advance in writing by the Lessor and (Lessor's consent shall not be unreasonably withheld) in compliance with the regulations of the Town of Middlebury. Notwithstanding the aforementioned the **Town agrees that the Lessee may have a sign at the corner of Whittemore Road and Crest Road and on the building rear entrance door provided all signs comply with Town Regulations.**

20. Subordination - Estoppel Certificate.

20.1 This Lease is subject and is hereby subordinated to all present and future mortgages and deeds of trust affecting the demised premises or the property of which said premises are a part. This provision shall be self operating, however, the Lessee shall execute promptly any certificate or other instrument that the Lessor may request as shall be necessary or proper to give effect to or confirm such subordination.

20.2 From time to time as requested by Lessor or Lessee, the other party shall execute and deliver an Estoppel Certificate in such form as Lessor or Lessee shall reasonably require stating that this Lease is in full force and effect and the terms hereof unmodified (or specifying the alleged modification) that there is no default hereunder on the part of Lessor or Lessee (or specifying any such default which is alleged to exist), that no rental has been pre-paid (or specifying the amount pre-paid) and such other information as shall reasonably be required.

21. Use of Premises.

21.1 Lessee shall have the right to use the demised premises for an operation of an Law Office.

21.2 It shall be Lessee's sole obligation to obtain any and all applicable licenses, permits and franchises required by it for its use of the demised premises and no failure to obtain the same, nor any revocation thereof by any governmental authority of any such licenses, permits or franchises hereto fore or hereafter granted by any such governmental authority shall in any manner affect this Lease or diminish the amount of rent or any other payments or charges payable by Lessee hereunder. Lessor has made no representation regarding the suitability of the demised premises for Lessee's intended use, upon which Lessee has relied in entering into this Agreement.

22. Access to Premises.

22.1 Lessee shall permit Lessor or Lessor's agents to enter the demised premises at all reasonable hours, for the purpose of inspecting the same, or of making repairs, additions or alterations as it shall deem necessary to maintain the premises (there being no obligation, however, on the part of the Lessor to make any such repairs, additions or alterations except as elsewhere provided herein), and Lessor shall have access to the premises for the purpose of performing any other work on the demised premises that Lessee may have failed to commence in accordance with the agreements, conditions, covenants and terms hereof, provided no such entry for repairs or work (except in an emergency) shall be made until after reasonable notice by the Lessor to the Lessee of the necessity of such repairs or work.

22.2 Lessee shall also permit Lessor or Lessor's agents to enter the demised premises at all reasonable hours for the purpose of showing the demised premises to prospective mortgagees or to persons wishing to purchase the same and, within six (6) months prior to the expiration of the term of this lease, to persons wishing to hire the demised premises; and Lessee shall, within four (4) months prior to the expiration of the term of this lease, permit the usual notices of "To Let" and "For Sale" to be placed upon the demised premises and to remain thereon without molestation.

22.3 Lessor may during the progress of any work performed by it on the demised premises in connection with any such repairs keep and store upon the demised premises all necessary materials, tools and equipment. Lessor shall not in any event be liable for (a) inconvenience, annoyance, disturbance, loss of business or (b) any other damages of any kind whatsoever to Lessee or any sublessee by reason of the making of any such repairs or the performance of any work on the demised premises during the course thereof and the obligations of Lessee under this lease shall not thereby be affected in any manner whatsoever. Lessor shall, however, in connection with the doing of any such work cause as little inconvenience or annoyance to Lessee or any sublessee as may reasonably be possible under the circumstances.

23. Cure of Lessee's Defaults.

23.1 If Lessee shall be in default in the performance of any of the agreement, conditions, covenants, or terms herein contained, or in the payment of any amounts required to be paid hereunder by Lessee, including without limitation, Lessee's obligations to maintain in force or pay premiums in connection with any insurance policies required to be maintained by Lessee pursuant to the terms hereof, to pay any taxes, assessments, to make repairs, to keep the demised premises free of any mechanics or other liens for the payment of money, or to make any other payment or to perform any other act on Lessee's part to be paid or performed as provided herein, then Lessor may, but shall not be obligated so to do, upon ten (10) days notice to Lessee (or such shorter period as shall be necessitated by the nature of the default, or without notice if the default shall constitute an emergency) pay or perform the same for the account of Lessee without waiving the performance of or releasing Lessee from any of its agreements, obligations or covenants to be paid or performed by it hereunder. Any amount paid, or any expense or liability incurred, including reasonable attorney's fees, by Lessor for the account of the Lessee as aforesaid, shall be deemed to be additional rent which shall be paid by Lessee, together with interest at the rate of twelve percent (12%), upon submission of a bill therefore by Lessor.

24. Option to Renew.

24.1 The Lessee shall have the option of renewing this lease for one (2) additional terms of Two (2) Years as detailed below:

- (a) For the First Option the Lessee shall give written notice, by certified mail and by regular mail to the Lessor of their intent to exercise their option to renew on or before **January 15, 2025. Rent shall be \$2,800.00 per month \$33,600.00 annually.**
- (b) For the Second Option the Lessee shall give written notice, by certified mail and by regular mail to the Lessor of their intent to exercise their option to renew on or before **January 15, 2027. Rent shall be \$3,000.00 per month \$36,000.00 annually.**
- (c) At the time such notice is given, and at the time such renewal is to take effect, no default of any obligations, covenants or agreements of Lessee hereunder, and no state of facts which with notice, the passage of time or both would become such a default, shall exist;
- (d) All of the terms and conditions of this lease shall continue in effect during the renewal terms.

25. No Other Representation and Governing Law.

25.1 Lessee expressly acknowledges and agrees that the Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made and executed between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25.2 This lease shall be governed in all respects by the laws of the State of Connecticut.

26. Persons and Property Bound.

26.1 This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party hereto is named.

27. Notices.

27.1 Any notice, statement, demand, request or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease except notices of Lessee's default, or pursuant to any applicable law or public authority shall be in writing and shall be deemed to have been properly given, rendered or made, if sent in the continental United States by certified mail, return receipt requested, postage prepaid, addressed to the other party at the address hereinafter set forth:

If the Lessor:

Town of Middlebury
1212 Whittemore Road
Middlebury, Connecticut 06762
and

Atty. Dana A. D'Angelo
20 Woodside Avenue
Middlebury, Connecticut 06762

If the Lessee: BRODERICK LAW FIRM, LLC
30 Crest Road
Middlebury, CT 06762

Michael Broderick

28. Concluding Provisions.

28.1 The invalidity of one or more phrases, sentences, clauses, or sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

28.2 This Lease may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by each of the parties hereto.

28.3 This Agreement shall be executed in two (2) counterparts, and each executed copy shall be deemed an original and shall be binding upon all the parties hereto.

28.4 The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other

28.5 The index and captions of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease.

29. Notice of Lease.

The parties agree that this Lease shall not be recorded in the Office of the Town Clerk of Middlebury, but upon the request of either party hereto, a Notice of Lease shall be recorded in Lieu thereof.

30. Eminent Domain.

30.1 In the event the whole of the demised premises shall be taken under the power of eminent domain, this lease shall thereupon terminate as of the date possession shall be so taken.

30.2 In the event that at any time during the term of this Lease or any extension thereof, less than the whole of the demised premises shall be taken under the power of eminent domain, and if such taking in Lessee's judgment, which judgment, however, shall not be unreasonably or arbitrarily exercised, renders the demised premises unusable for Lessee's operations as previously conducted thereon, Lessee shall have the right upon notice to Lessor, with respect thereto (given within sixty (60) days after Lessee shall have ascertained or been duly notified by Lessor, whichever shall first occur, of the existence of such proceedings in eminent domain) to terminate this lease effective as of the date possession shall be taken by or under the condemner.

30.3 In the event this lease shall be terminated, as provided in the preceding Paragraphs 30.1 or 30.2, the demised premises shall belong absolutely to the Lessor and Lessee shall promptly remove all of Lessee's other property and each party hereto shall thereupon be released from every obligation hereunder to the other except:

(a) With respect to any covenants the breach of which occurred prior to termination date;

(b) The obligation of Lessor to refund to Lessee any rent paid to Lessor, and to reimburse Lessee in the amount of any taxes with respect to the demised premises for any period subsequent to termination date.

The Lessee shall not be entitled to any portion of the damages assessed for such taking; except that the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in the Lessee's own right on account of any and all cost or loss to which the Lessee might be put in removing, or inability to remove, the Lessee's furniture, fixtures, leasehold improvements and equipment.

30.4 In the event a portion of the premises shall be taken under the power of eminent domain, and Lessee shall elect not to terminate the lease, as provided in Paragraph 30.2 hereof, the annual rentals shall remain as stated in Paragraph 3 hereof and shall not be reduced or adjusted.

30.5 A taking by condemnation or a voluntary conveyance under threat of a condemnation or taking by eminent domain is agreed to constitute a "taking under power of eminent domain."

31. COMMERCIAL WAIVER.

THE LESSEE ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS LEASE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES HIS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LESSOR MAY DESIRE TO USE.

32. BROKER

33.1 The Lessor and Lessee represent that no real estate agent other than DRUBNER COMMERCIAL REAL ESTATE SERVICES has in any manner acted as the procurer of this lease. Each of the Lessor and Lessee will indemnify and hold each other harmless from and against any loss, liability and damage including expenses, arising out of any claim for any commission, fee, or charge, so far as any claim thereof arises by reason of said services alleged to have been rendered to, or at the instance, of such party. The provisions of this paragraph shall survive the closing and delivery of the deed.

33. CORPORATE AUTHORITY.

33.1 If the Lessee is a corporation, each individual signing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on the Lessee in accordance with its terms. Lessee shall, at Lessor's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

34. MISCELLANEAOUS

34.1The Landlord will have the carpets cleaned prior to the Tenant taking occupancy.

Signed, sealed and delivered in the presence of:

TOWN OF MIDDLEBURY

By _____
Edward B. St. John, First Selectman,
LESSOR

STATE OF CONNECTICUT}

}ss. Middlebury

COUNTY OF NEW HAVEN }

On this the ____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Edward B. St. John, who acknowledged himself to be the First Selectman of the Town of Middlebury, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by himself as such officer.

Commissioner of the Superior Court
Notary Public

Town of Middlebury

Affordable Housing Plan

2023-2028

Final Draft



Historic Example



Current Example

Community Values Statement:

In Middlebury, residents know and appreciate small-town living at its best. People are drawn to this Town for its beauty, friendliness, and rural warmth. The local government is committed to its residents because they are the heart of our municipality. In addition, the Commission is dedicated to maintaining the high standard of living our residents have always cherished. All of these efforts ensure our hometown to be a premier Connecticut hamlet. In addition the Commission is committed to ensuring that residents and all who wish to live here and become a positive element in the Town will be welcome and able to participate in the benefits of residing in the community. This plan is proposed as a one element to help provide equity and sustainability for all.

An Affordable Housing Truth:

"A common myth around affordable housing is that it consists only of higher density apartments. This is not true. Affordable housing can be like any other type of housing and comes in many forms, shapes and sizes ranging from single-family homes to duplexes and from townhomes to apartments. It can be privately owned or rented. It can house seniors, families with children, single individuals, or persons with disabilities. It can also come in a range of architectural styles making it virtually indistinguishable from other housing types. While some affordable housing units are owned and managed by public entities, most are privately owned and managed."

Town of Chester, Affordable Housing Plan, adopted May 25, 2022.

If this is the case, how do we encourage more affordable housing unit development as required by CGS §8-2 the Zoning Enabling Act, without significantly adversely impacting the existing physical characteristics of the currently built environment? To clearly answer this we might take a look back at the historic development of the region. In addition, we might endeavor to look clearly at what we can accomplish to improve the current

as a goal in most municipal Plans of Conservation and Development, but generally lacks implementation detail and structure. The goal is also stated as a requirement of Connecticut General Statutes Section 8-2.

Affordable housing is generally defined as housing which costs 30% or less of a household's annual income. Typically this housing needs to be available to households making less than the area median income. Certain legislation also specifies incomes that are less than the State median income also must qualify for access to affordable housing.

Each municipality can use this planning opportunity to create an Affordable Housing Plan (AHP) that works best for the specific circumstances which exist in that Town so as to optimize the effort and expenditures to help affordable housing be created and occupied in the Town.

Specifically, the following goals are recommended in this Plan by the Town of Middlebury and the Middlebury Planning and Zoning Commission for action on this legislative requirement at this time.

1. Work to create a regulatory environment which will enable the creation of affordable housing units for seniors, young adults and young families.
2. Create an environment using a variety of tools which allow the development of smaller sized housing units as part of a downsizing options program.
3. Work with a variety of groups and institutions to broaden and maintain a variety of options which will assist those in need to become aware of available educational programs, regulations and other opportunities to locate and occupy appropriate housing for their families.

In addition, CGS 8-2 also now *requires* that Towns adopt regulations that **“promote housing choice and economic diversity, including housing for both low and moderate income households”** as well as encouraging the development of housing that will meet the needs of the residents of the community. This provides a two-pronged requirement for the production of housing in each municipality in Connecticut. This AHP begins to provide the background and basis for actions by the Town through the Commission, to address these requirements.

This initial AHP is aimed at outlining the status of housing opportunities in Middlebury and identifying the current and future housing needs that exist. In addition, it sets out an outline of how Middlebury can help make several types of housing suitable for various families attainable in the Town. The AHP shows how the Town can assist in providing an increase in **“Affordable Housing”** for current and future residents of the Town.



Section 2: What is Affordable Housing?

Housing in Middlebury has become more expensive. While this is not surprising it is an issue that needs to be dealt with to help provide the balanced and fair community that will serve all residents in the future. This issue was addressed in one way by the legislature's adoption of the affordable housing appeals procedure known as CGS 8-30g. thirty years ago. In this legislation the housing it intends to help create known as "Affordable Housing" must meet certain criteria which are outlined by several sections of State Law.

Affordable housing may be defined in part as follows:

1. The unit costs thirty percent (30%) or less of the annual income of a household earning eighty percent of the Area Median Income; and
2. The unit has been deed restricted so as to ensure that the housing unit will remain "affordable" for a period of forty (40) years; or
3. If they are "ownership" units, they are currently financed by Connecticut Housing Finance Authority (CHFA) or the U.S. Department of Agriculture (USDA).

The details of the Area Median Income according to the Department of Housing and Urban Development's (HUD) latest income data for a household of four in the Waterbury CT HUD Metro Fair Market Rent (FMR) area is approximately \$89,400.

While Middlebury has a median household income of \$120,480 which is \$49,110 greater than in New Haven County, this is also \$40,625 greater than in Connecticut overall. This means that an affordable housing unit for a household income of 80%, or 60% as is used by CGS 8-30g. must comply with the lower area median income level.

substantial public interests in health or safety. Only thirty-one of CT towns are exempt from CGS 8-30g at this time according to the Affordable Housing Appeals listing maintained by the CT Department of Housing.

Most of the larger cities are exempt while nearly all smaller towns are not.

CGS 8-30g requires that at least 30% of the units must be restricted to low and moderate income households for at least 40 years. The 30% is further broken down as 15% which earn 80% of the area median income and 15% which earn 60% of the area median income.

In most court cases to date, developers have prevailed in terms of showing that the importance and need for affordable housing proposed in such applications outweighs other matters which cannot be shown to constitute a clear safety or health hazard to the area of development or to the municipality.



Section 3: What is the Status of Middlebury's Housing Stock?

Population Overview:

Middlebury's population is 7,577. Data from the Partnership for Strong Communities indicates that Middlebury's population since 2000 has increased by 17.4% or 1,124 residents. However the population has actually decreased by almost 2% between 2017 and 2020. While New Haven County population increased by only 4.8% and Connecticut's population increased by only 5.7%. It is clear that Middlebury was growing more rapidly than many of the surrounding area towns. Of note though is the recent period beginning in 2019 where the population has begun to dip slightly. Overall the population is still expected to increase by 7.2% from 2020 to 2040. This is an increase of approximately 560 additional residents. This is a higher percentage than the County or the State. The Town growth may be attributable to a number of factors. This additional growth indicates that careful planning for all the elements needed to continue to provide for Town residents will need to be taken into account, including housing.

Data also shows that the median resident population age is continuing to rise. The current median age of residents being 45. This data shows that Middlebury has the highest share of elderly population in the region at 32% of those aged 60 and over. This percentage of this group is also higher than New Haven County and Connecticut as a whole.

Housing overview:

In terms of housing stock the following data provides a brief summary:

Total Housing Units: 3,192

Single Family Units: 2,777 or 87% while 13% are multifamily units.

Housing Units with 4 or more Bedrooms: 25% (New Haven County 17.6%)

Units within developments with 50 or more units: 278

Multifamily Housing 13%

Housing Wage: Typical salary needed to rent a 2 bedroom apartment: \$22.88

Number of Renting Households: 12%

Currently listed as Affordable or subsidized units in Middlebury: (Latest available information CT DOH)

2010 Census: 2,892 units, 2021 Gov. Assisted: 77 units

2021 Tenant Rental Assistance: 5 units

2021 SF CHFA/USDA Mortgage: 18 units

2021 Deed restricted: 20 units

Total Assisted: 120 units

2020 % "Affordable": 4.15% Note: This does not include units which are not deed restricted but which may be considered "naturally occurring affordable housing."

This indicates that as long as the total number of units deemed "Affordable" is less than 10%, the Town remains subject to CGS 8-30g.



Middlebury's population is projected to increase more significantly than New Haven County and the State in the coming years. While population estimates are simply projections, they are based on expected trends. These trends tend to take into account population increases due to trends such as in-migration and school enrollment projections. In Middlebury these projections* are significant.

	Middlebury	New Haven County	Connecticut
Population	7,771	855,733	3,570,549
Pop. Proj. (2030)	8,522 (+9.7%)	891,371 (+4.2%)	3,633,994 (+1.8%)
Pop. Proj. (2040)	8,828 (+13.6%)	900,635 (+5.2%)	3,654,015 (+2.3%)
Pop. change 2000-2010**	+17.4% (increase)	-	-
Pop. change 2010-2020**	0.0% (decrease)	-	-

*Source: CT State Data Center **Source: U.S. Census Bureau

It is noted that municipal population increases have slowed significantly in 2020. The projected increases for 2030 to 2040 are projections and are not yet able to be confirmed. However the aging trend has remained constant for seniors.

While the population projection increases are notable, the fact that this AHP needs to be revised at least every five years will allow for some advance planning to be accomplished prior to 2030 and 2040. It is recommended that these projections be monitored closely and adjustments to any longer range planning policies be adjusted accordingly to take these changes into account.

Section 5: How Do Middlebury's Current Policies Affect Affordable Housing?

There are two primary documents that guide land use in a Connecticut municipality. They are the most current Plan of Conservation and Development (POCD) and the currently adopted Zoning Regulations. The current Middlebury POCD was adopted in 2015. The POCD is required to be reviewed for revisions at least every ten years. The POCD review will likely begin in 2024 so that it can be revised and adopted in 2025 as scheduled. Currently the Commission is nearing a comprehensive revision of the current zoning regulations. It is anticipated the revised regulations will be reviewed and adopted in 2023.

With regard to affordable housing the current **POCD** makes note of the issue as follows:

Page 10 Housing Goal: Middlebury should retain single-family detached housing as its primary residential type, while allowing for a range of alternative housing types and densities consistent with maintaining the Town's character and quality of life.

Objective: #2: Develop regulations which provide more affordable housing opportunities for residents of Middlebury by allowing a small density increase in housing development which dedicate a certain number of units as affordable, in accordance with State Statutes.
#7: Strive to provide for acquisition of land to be used for the construction of elderly housing by private developers.
#8: Encourage the development of more elderly housing, for those residents 62 and over who may not be able to otherwise afford to remain in Middlebury, or who have special medical or financial needs. However there is no need for additional 55 and over age restricted market rate housing, as has been widely developed in the region, as there is a significant surplus.

Section 6: What Actions Might Middlebury Consider?

Based on the available data and the requirements of the CGS 8-30j, the following items are recommended for discussion and consideration as ways to increase the affordable housing supply to an appropriate level in Middlebury. In addition to CGS 8-30g, 8-30j, other statutes also exist which may provide a basis for some actions as well.

Goal 1. Encourage the development of affordable rental options for seniors and young people. The Commission should;

- a. consider regulation and policy changes which may help facilitate development which focuses on the creation of affordable units for seniors and young people.
- b. consider ways to allow seniors who want to remain in town to remain in their homes or to downsize if they want to do so. This might be facilitated in part, by the Commission using various rental options or by facilitating/easing the creation of accessory dwelling units (ADUs) in existing single family homes.
- c. consider close coordination with Social Services to determine the specifics of the needs of seniors and young people in finding or relocating to appropriate, safe housing. This may also include encouraging the housing of health aides or au pairs in existing housing as of right.
- d. encourage and assist local and regional social services to use available technology to help create or advertise existing educational programs or alliances that might assist with these housing issues.
- e. consider creating a zoning overlay regulation which would allow the creation of slightly increased density in appropriate town/village center areas.
- f. consider regulation changes to ease installation of items such as access ramps, driveway connections and necessary alarms for assistance.

e. revise regulations so that while addressing affordable housing the design and desirable physical characteristics of the community are considered as well.

f. revise regulations to ease the creation of desirable ADUs within existing dwellings and in appropriate outbuildings on existing developed properties.

g. examine zoning regulations to determine if additional or revised mixed use regulations could assist in creation of additional affordable housing opportunities in such areas.

h. consider adopting an affordable housing overlay zone regulation such as that authorized by the CT Incentive Housing Zone legislation.

Goal 4. Consider alternative solutions for addressing the local affordable housing issue. The Commission might also;

a. consider recommending or encouraging the conversion of “struggling” properties into affordable housing units by asking a nonprofit to examine the possibility of such development, keeping in mind the environmental health and safety code limitations of the property.

b. examine whether there exists any Town owned (non-open space) property which might be suitable for affordable housing development.

c. examine whether any institutionally owned property, such as churches or schools might be available for such density if developed at a reasonable and acceptable density for affordable housing.

d. consider acknowledging the need on affordable housing by adopting a policy For future inclusion in the POCD to increase the affordable housing by at least 10% of existing level per year.

e. consider asking Social Services Department to consider forming an affordable housing group/committee to educate, discuss and inform the community on affordable housing issues.

Section 7: Goals and Implementation.

The broad goals of this Affordable Housing Plan are as follows:

1. To increase the number of affordable housing units in Middlebury, especially for seniors, young families, and those in need of equitable treatment.
2. To help insure that affordable housing units, whether rental or ownership are created in areas where they are most needed and fit best with surrounding development in terms of density and design.
3. To create affordable dwelling units which help promote equity and sustainability for all existing and future residents in Middlebury as through follow through and coordination of the efforts cited in this AHP.
4. To implement the selected actions by helping facilitate, discuss, educate and coordinate the selected affordable housing efforts with any and all groups interested in constructive and positive progress in the matter of affordable housing creation.
5. To consider the location for affordable housing units to have access to transit when and where it may be available and associated with other mixed use development that will benefit the operation of both uses.
6. To strive to help create at least 10% more units of affordable housing per year as part of the Affordable Housing Plan for the community using the actions cited in this Plan or other actions that may be derived or considered.

In order to achieve these broad goals the specific action listed in Section 6 of this Plan should be adopted and acted upon as part of the Commission's responsibility under CGS 8-30j.

Section 8: Appendix/ Resource and Information Sources and Examples.

- Middlebury Plan of Conservation and Development 2015
- Middlebury Zoning Regulations
- Naugatuck Valley Council of Governments, Regional Housing Profile (Att.)
- Partnership for Strong Communities, Housing Data Profiles. (Att.)
- CT General Statutes 8-30g.
- CT General Statutes 8-30j.
- CT General Statutes 8-2.
- 2021 Income Limit Data from US Department of Housing and Urban Development
- 2018 American Community Survey
- CT Department of Economic and Community Development (DECD)
- CT Department of Housing, 2021 Affordable Housing Appeals List. (DOH)
- 2021 Affordable housing Appeals List, Partnership for Strong Communities



Older, established housing unit

Various Examples of Well Designed Affordable Housing Types



Small, well designed, small lot, classic colonial style.



Small carriage house on possible larger property.



Small sq ft, high tech, energy efficient, small lot.



Apts over village shops. Well designed. Walkable.



Suburban duplex, well designed converted rehab.

END

Liana St. Germain

From: Dave Sieling <geowave@yahoo.com>
Sent: Thursday, May 11, 2023 10:14
To: First Selectman; boscosharons@gmail.com; tws0815@aol.com
Subject: Fwd: Proposed painted bike route

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Email support@computercompany.net if you doubt the validity of this email.

Drafted a solution last week to bike riding fear issue. Demarcated bike lane scenic loop in Middlebury. Click link below for google map of route.

<https://goo.gl/maps/ZiaHppVBZhjtTCAA>

Cheers,
Dave Sieling
Park and Rec Commissioner

Begin forwarded message:

From: David Sieling <geowave@yahoo.com>
Date: May 9, 2023 at 9:09:39 AM EDT
To: Ron Clark <rclarkrn@sbcglobal.net>, Mark Nagrabski <mnagrabski@yahoo.com>, Carolanne Browne <cebrowne18@gmail.com>, Mike Roach <m86r1@hotmail.com>, Betsy Anderson <banderson@middlebury-ct.org>
Subject: Proposed painted bike route

All:

I've come up with a proposed painted bike lane route that the average biker can do in plus or minus an hour (total route 10.8 miles). The route intentionally passes a lot of the scenic spots in Middlebury (Long Meadow Pond, Larkin pond and open space, Turtle pond, Downtown, Abbotts Pond, Views of Quassy Lake from Tranquility Road, the amusement park and our amazing Quassy Field as well as a brief pass through the heart of downtown. The elevation change of the route is 801 feet (serious road bikers will like this)

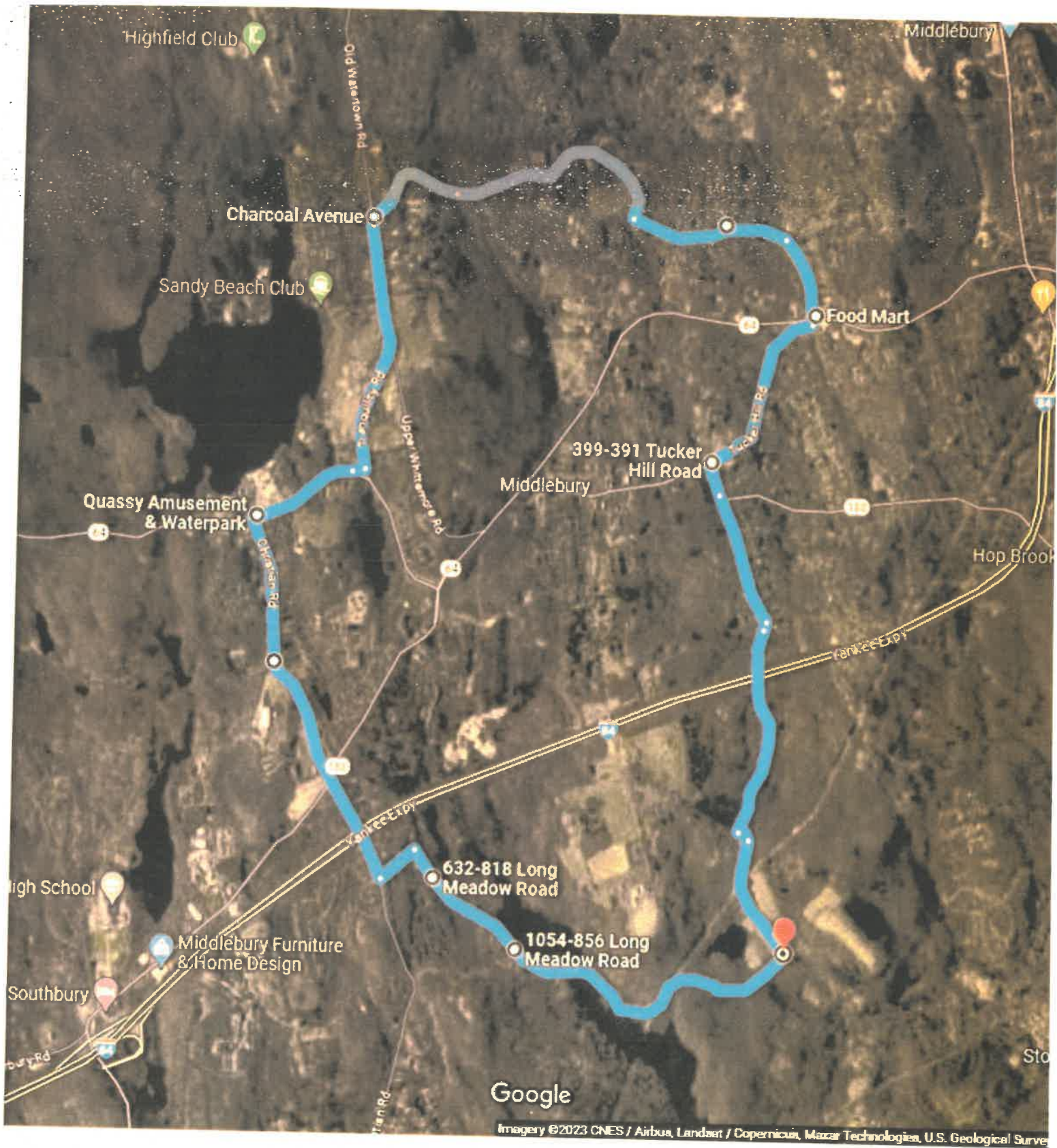
The start and end spot is the parking lot across from the MRA (corn stand lot). An attempt was made to avoid state highways and I was successful except for the small piece near Quassy on 188 and a small piece of 188 near off Tucker Hill Rd (a bike lane is essential demarcated by the white line on the highway). Hopefully this presents a starting point for discussions if we would like to proceed with this.

"Scenic Bicycle of Middlebury"

Click link for route

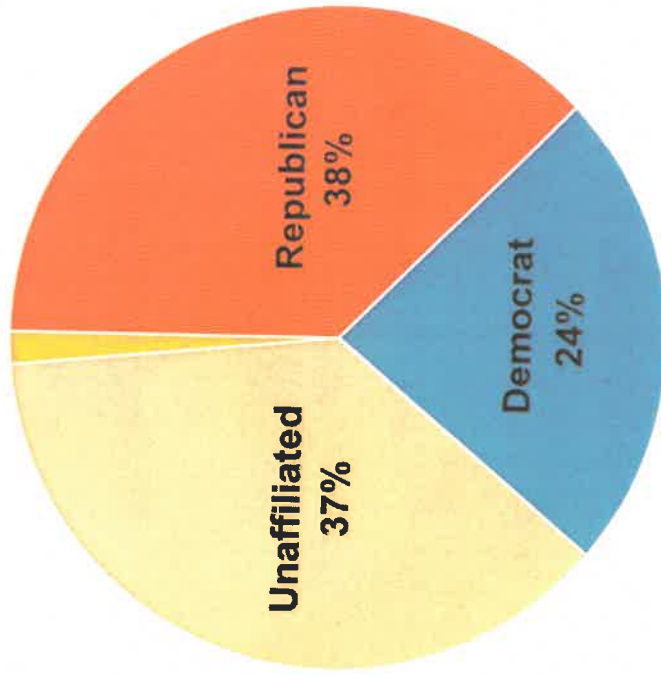
<https://goo.gl/maps/ZjiaHppVBZhjtTCAA>



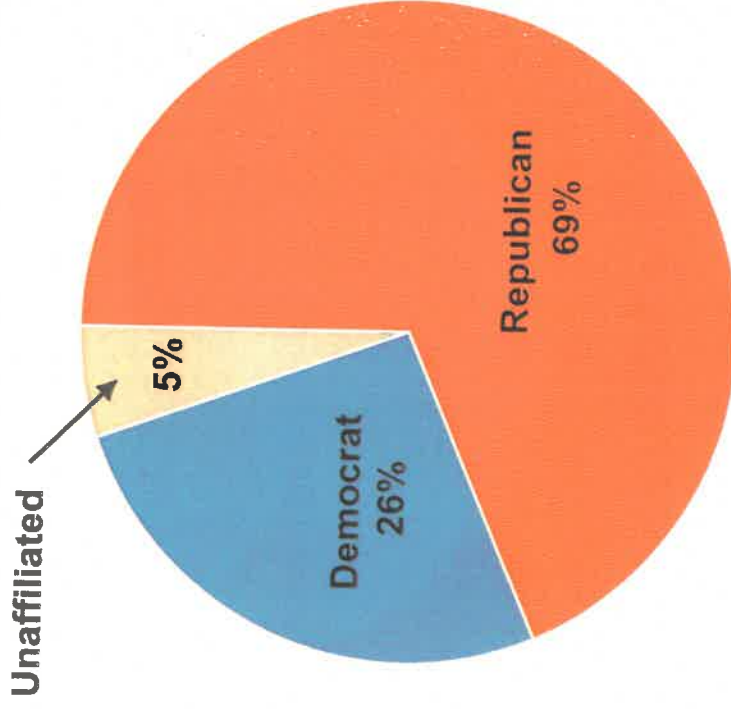


Ideas to Improve Volunteerism

- Reach out to Residents who are not registered with any political party
- Proactively seek volunteers
- Reinvigorate the Beautification Committee
- Promote formation of an Arts and Culture Committee

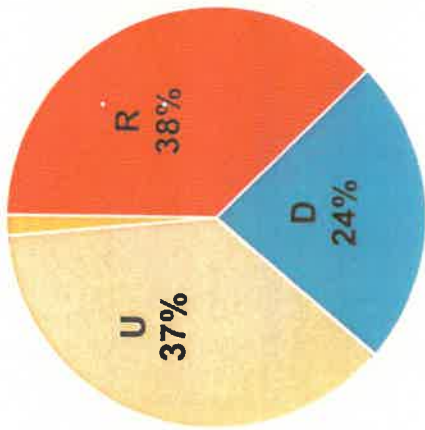


Middlebury Registered Voters

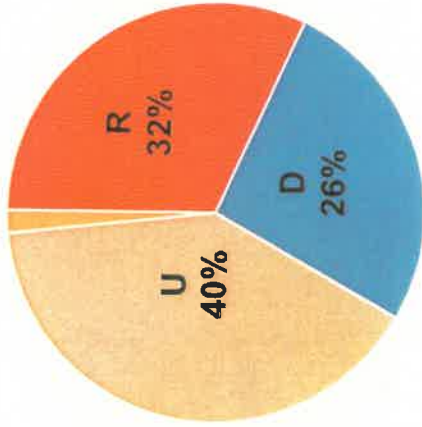


Middlebury Appointed Boards

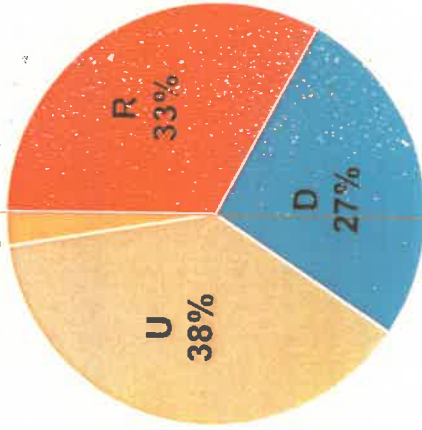
Middlebury Registered Voters



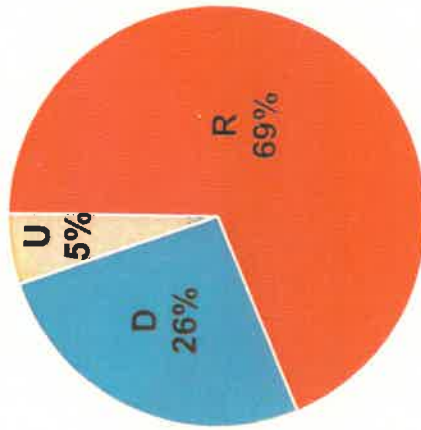
Southbury Registered Voters



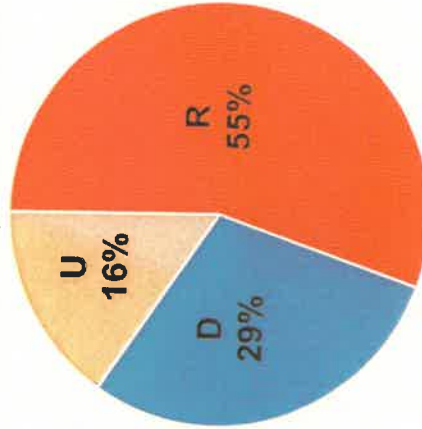
Woodbury Registered Voters



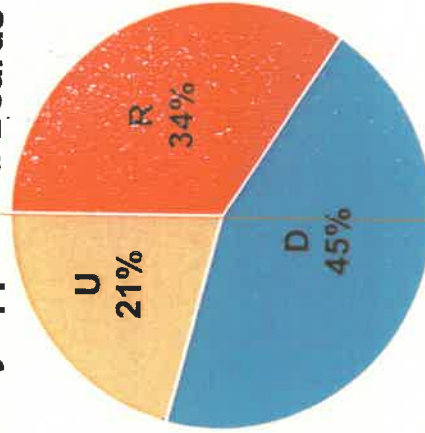
Middlebury Appointed Boards



Southbury Appointed Boards



Woodbury Appointed Boards




 Town of Middlebury CONNECTICUT

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Overview


If you are a resident of the Town of Middlebury and are interested in becoming a volunteer on a Board, Commission or Committee, you will need to send a letter of interest directly to your party's Middlebury Town Committee Chairman.

Once the party nominating committee has had an opportunity to review your letter and any credentials, and if there are any immediate vacancies your name and the names of any other qualified interested parties will be forwarded for recommendation to the Board of Selectmen. The Board of Selectmen will then vote their choice of candidate onto the appropriate Board, Commission or Committee.

Chairpersons

Name	Title	Website	Address	Email
Thomas C. King	Republican Town Committee Chairman	www.middleburygop.com		tomking@middleburygop.com
Chris S. Bisco	Democratic Town Committee Chairman	www.middleburydemocrats.com	P. O. Box 355 Middlebury, CT 05752	

Recently Changed


 Town of Middlebury CONNECTICUT

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Overview

If you are a resident of the Town of Middlebury and are interested in becoming a volunteer on a Board, Commission, or Committee, you have two options.

- Residents who are members of either the Republican or Democratic Parties should send a letter of interest directly to your party's Middlebury Town Committee Chairman. Once the party nominating committee has had an opportunity to review your letter and any credentials, and if there are any immediate vacancies, your name and the names of any other qualified interested parties will be forwarded for recommendation to the Board of Selectmen
- Unaffiliated Residents should send a letter of interest and brief resume to the Board of Selectmen, and they will follow up with an interview.

The Board of Selectmen will then vote their choice of candidate onto the appropriate Board, Commission, or Committee as openings become available.

Chairpersons

Name	Title	Website	Address	Email
Thomas C. King	Republican Town Committee Chairman	www.middleburygop.com		tomking@middleburygop.com
Chris Bisco	Democratic Town Committee Chairman		P. O. Box 355, Middlebury, CT 05752	



Add This



Middlebury Connecticut Economic Development Commission Volunteerism Initiative – June 2023

Town of Southbury Connecticut

Home Government Community Maps Contact

SEARCH BY Google

Things to do

Volunteer Opportunities

VOLUNTEER OPPORTUNITIES

At the Town of Southbury, we believe an involved citizenry is an indication of a strong, vibrant community and an effective government. Many residents have stepped up and served in many different ways through the years. New opportunities await anyone who would like to volunteer their time and talent in shaping Southbury government or helping a local organization.

Here are volunteer opportunities in the Town of Southbury.

- > Boards and Commissions
- > Local Non-Profit Organizations

Quick Links

- Youth Center
- Employment
- Public and Financial

Services & Info

- Agendas and Meetings
- Pay Taxes
- Services and Fees

Connect With Us

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- Instagram

Southbury Town Hall • 101 Main Street South, Southbury, CT 06488 • (203) 262-0000
 Monday - Thursday 9:00 AM to 4:00 PM
 Friday 8:00 AM to 1:00 PM
 Holiday Schedule
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Town of Southbury

BOARD/COMMISSION/COMMITTEE MEMBER ACTION FORM


Full Name: _____
 Address: _____
 Street Address _____
 Woodbury _____
 City _____ State _____
 CT _____ ZIP Code _____
 Home Phone: _____ Cell: _____
 Email Address (Required) _____
 Board/ Commission/Committee _____

Requested Action Taken, please check one:
 New Appointment Filling the Vacancy of:
 Reappointment Resignation

Political Affiliation, circle one: **DEMOCRATIC** **REPUBLICAN** **UNAFFILIATED**
 Signature of member/applicant _____

TERM ENDING: _____
 REGULAR OR ALTERNATE: _____

Attendance Record for Reappointment _____
 Chairman's recommendation for reappointment based on attendance: _____


Town of Middlebury
 CONNECTICUT

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Contact Info

Meetings - When: 3rd Wednesday of March - November (excluding July & August)

Meetings - Where: Shepardson Community Center in Room 26

Meetings - Time: 6:30 p.m.

Home » [Boards & Commissions](#)

Beautification Committee

Overview
 The Beautification Committee is currently inactive.

Committee Members

Name	Title
Francis L. Barton, Jr.	Member
Susan D. Drelichowski	Member
Patricia A. Evans	Member
Joseph P. Mancini	Member
Patricia A. Martino	Member
Diane M. Mazur	Member
Crosby Middlemass	Member
Joanne E. Powell	Member

News

- Middlebury Launches Solar Project
- UPDATE: COVID-19 Expiration Extended
- Flood Insurance Assistance
- Middlebury Affordable Housing Plan
- Friends of Fenn's Farm Fundraiser

[View all](#)

Agendas

- Agenda 2023
- May 17, 2023 - 6:30pm

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Town of Middlebury
 1242 Whittemore Road
 Middlebury, CT 05752
 Phone: (475) 473-3352

Hours
 Monday - Friday, 8am - 4pm

[Directory](#)

Town of Southbury Connecticut

Home Government Departments Community Boards, Commissions, & Committees

ARTS AND CULTURE SUBCOMMITTEE OF THE EDC

Regular Meeting Schedule for 2023

6:30 PM, Town Hall, Room 205

Please check calendar for possible date, time and room location changes.

Meeting Date	Meeting Time	Meeting Location
January 9	February 13	March 13
April 10	May 8	June 12
July 10	August 14	September 11
October TBD	November 13	December 11

Subcommittee Members

Kelly Keenan	Chair
Kim McNeill	Vice Chair
Danielle Hawihome	Member
Don Winter	Member
Jeremy Nelson	Member
Allison Litke	Alternate
Vacancy	Alternate

Additional Information

- Arts & Culture Calendar
- 250th Anniversary Community Quilt Project
- 35th Anniversary Community Cookbook Project
- Make Music Day

[Find us on Facebook](#)

Makers Spotlight Archives
Makers Spotlight Submission
Sign up to Volunteer

Town of Woodbury Connecticut
FIRST COLONIAL SETTLERS IN 1773

Home Government Departments Community Boards, Commissions, & Committees

Arts Alliance of Woodbury

The mission of the Arts Alliance of Woodbury is to promote innovation, creativity, participation and support of the arts. We are a group of artists and supporters, seeking to increase opportunities in the Arts. Please consider becoming a member to support our mission in the Woodbury area. Annual dues are \$20. For more information and links to events, visit our Facebook page www.facebook.com/artsallianceofwoodbury.

Official Website of Woodbury Connecticut @ Copyright 2020 All Rights Reserved
Address: 291 Main St South Woodbury, CT 06798
Office: 203-263-2141 Fax: 203-263-4755
Hours: Monday - Friday 8am - 4pm

Thank You

Appendix and References

Middlebury Charter

-12-

and authority members shall continue to hold the office to which they were elected until their successors elected hereunder are qualified to succeed them.

SECTION 207 NOMINATION OF CANDIDATES

Nomination of candidates for election to any Town office shall be made pursuant to the provisions of Part III of Chapter 153 of the General Statutes.

SECTION 208 COMPENSATION

Members of the Board of Selectmen, the Town Clerk, the Tax Collector, the Treasurer and the Registrars of Voters shall receive such compensation as shall be provided in the budget. All other elected Town officers, board members and commissioners shall serve without compensation.

SECTION 209 MINORITY REPRESENTATION

Minority representation on any appointive or elective commission, committee, board, agency or similar body of the Town shall be determined in accordance with the provisions of Section 9-167a of the General Statutes:

Total Membership of Board, Commission or Committee	Maximum from One Party
3	2
4	3
5	4
6	4
7	4
8	5
9	5
More Than 9 Members	Two-Thirds of Total

-13-

For the purposes of this section, a panel of alternates shall be considered as a separate body.

The procedure set forth in Section 9-167a of the Connecticut General Statutes shall be followed to determine:

1. The maximum numbers of any political party who may be elected at any given time;
2. The winners of any election in which more candidates from the same political party have run than were eligible for election thereunder;
3. The party membership of candidates; and
4. Any other questions arising from the application of this section.

SECTION 210 ELIGIBILITY

No person shall be eligible for election to any Town office, board or commission who is not at the time of election an elector of the Town. Any such person ceasing to be an elector of the Town shall thereupon cease to hold the elected office.

SECTION 211 BREAKING A TIE

When any regular or special municipal election, primary election or referendum conducted pursuant to the provisions of this Charter results in a tie, an adjourned election shall be conducted in accordance with the provisions of Section 9-332 of the General Statutes to determine who shall be elected, or in the case of a question at referendum, whether it shall be accepted or rejected.

SECTION 212 VACANCIES

Except as otherwise provided by the law of the State of Connecticut and with the exception of the provisions set forth in Section 302 B., any vacancy in any elective Town office, from whatever cause arising, shall be filled within ninety (90) days of such vacancy by appointment by the Board of Selectmen for the unexpired portion of the term of the person vacating office or until said office is assumed by a person elected at the next

Southbury Charter

Southbury, CT Search or jump to

Southbury, Connecticut - Code of... PART I - CHARTER CHAPTER V. - APPOINTIVE OFFICERS, COMMISSIONS, COMMITTEES AND AGENCIES (Amended, eff. 12-1-09)

VERSION: SEP 12, 2022 (CURRENT) - CHAPTER II. - OFFICERS AND ELECTIONS

GENERAL POWERS

CHAPTER III. - THE BOARD OF SELECTMEN

CHAPTER IV. - THE FIRST SELECTMAN

CHAPTER V. - APPOINTIVE OFFICERS, COMMISSIONS, COMMITTEES AND AGENCIES

Section 501. - General.

Section 502. - Transition.

Section 503. - Eligibility.

Section 504. - Vacancies.

Section 505. - Minority party representation.

Section 506. - Terms.

Section 507. - Appointed officers and officials.

Section 508. - Appointed boards, commissions, committees and agencies.

Section 509. - Assistants to appointed officers, boards,

Section 505. - Minority party representation. (Amended, eff. 12-3-92; amended, eff. 12-1-19)

Minority party representation on any appointed board, commission or other similar body of the Town shall be determined in accordance with the provisions of Section 9-67a of the General Statutes

Section 506. - Terms. All officers and all members of any board, commission or other appointed body having terms fixed by this Charter shall commence their terms on the 15th day of January and shall serve the term so specified until their successors have been appointed and qualified. Appointments made to all appointive positions, whether or not having fixed terms, shall be made prior to said January 15th and thereafter, provided however, that the Board of Selectmen may extend such time in the case of appointive officers having special qualifications in order to ensure that such officers shall be properly filled. A list of officials not appointed by said January 15th and upon the expiration of any term the editor shall be posted in the Town Clerk's office and updated as required to show the current status. (Amended, eff. 12-1-19; amended, eff. 12-1-19)

Section 507. - Appointed officers and officials.

1. Fire Marshal One (1) Fire Marshal having such qualifications as are required by Sections 29-287 and 29-288 of the General Statutes to perform the duties prescribed for local Fire Marshals by Chapter 541, Part II of the General Statutes. (See also Chapter VI of the Charter Public Safety)
2. Tree Warden, One (1) Tree Warden for a term of two (2) years to perform the duties prescribed by Chapter 451 of the General Statutes.
3. One (1) Finance Director.
4. One (1) Director of Senior Services, who may also be the Municipal Agent for Elderly Persons who shall serve a two (2) or four (4) year term at the discretion of the First

Woodbury Charter

Section 307. Minority Representation.

A. In order to give an opportunity for more than one political party to be represented on all elected boards, commissions, committees or similar bodies of the Town, the number of members of any such body who may be members of the same political party is limited in accordance with the following table:

Total Membership of Board, Commission, Committee or Similar Body	Column I	Column II
3	More than 9	2
4	8	3
5	7	4
6	6	5
7	5	6
8	4	Two-thirds of total membership
9	3	
10	2	

B. For purposes of this Section 307, a panel of alternates shall be considered a separate body.

C. The procedures set forth in Section 9-167a of the Connecticut General Statutes shall be followed to determine:

1. the maximum number of members of any political party who may be elected at any given time;
2. the winners in any election where more candidates from the same political party have run than were eligible for election thereunder;
3. the party membership of the candidates; and
4. any other question arising from the application of this Section 307.

Section 605. Minority Representation.

The provisions of Section 307 of this Charter regarding Minority Representation on any elected board, commission or similar body of the Town shall apply equally to all appointed boards, commissions or similar bodies of the Town.

Middlebury

Population AdvanceCT		7,739	
Party	Count	Percent	
Republican	2,439	38	
Democrat	1,529	24	
Unaffiliated	2,429	37	
Minor	104	1	
Voters SOTS	6,501	100	

Board Makeup		Count		Percent	
Republican	63	69			
Democrat	24	26			
Unaffiliated	5	5			
Minor	0	0			
	92	100			

	R	D	U
Beautification Committee	7	4	1
Commission on Aging	6	2	0
Conservation Commission	5	2	0
EDC	3	2	2
Ethics Commission	4	1	0
Greater Waterbury Cable	1	0	1
Greenway Committee	4	3	0
Land Preservation Open Space	5	2	0
Parks & Recreation	5	1	0
Planning and Zoning Commission	6	1	1
Public Works Commission	5	2	0
Retirement Plan Committee	4	0	0
Water Commission	4	1	0
Zoning Board of Appeals	4	3	0
Appointed Boards Middlebury	R	D	U
	63	24	5

Southbury

Population AdvanceCT		19,681	
Party	Count	Percent	
Republican	5,281	32	
Democrat	4,387	26	
Unaffiliated	6,665	40	
Minor	292	2	
Voters SOTS	16,625	100	

Board Makeup		Count		Percent	
Republican	36	55			
Democrat	19	29			
Unaffiliated	10	16			
Minor	0	0			
	65	100			

	R	D	U
Commission	4	1	1
Conservation	5	3	0
Economic Dev	1	1	1
Ethics	4	1	0
Historic Buildings	3	3	0
Historic Districts	4	2	2
Library Board	2	1	1
Memorial Day	7	1	2
Park and Rec	2	2	1
Public Appeal	4	4	2
Strategic Plan	R	D	U
Appointed Boards Southbury	36	19	10

Woodbury

Population AdvanceCT		9,562	
Party	Count	Percent	
Republican	2,766	33	
Democrat	2,241	27	
Unaffiliated	3,222	38	
Minor	223	2	
Voters SOTS	8,452	100	

Board Makeup		Count		Percent	
Republican	13	34			
Democrat	17	45			
Unaffiliated	8	21			
Minor	0	0			
	38	100			

	R	D	U
Commission	1	5	1
Conservation	1	3	3
Shade Tree	3	2	3
Historic Districts	4	4	1
Library Board	4	3	0
Park and Rec	R	D	U
Appointed Boards Woodbury	13	17	8

