

Agenda
Town Council Regular Meeting
Wednesday, May 04, 2022 at 8:00 AM
Town Hall Rose Room

1. Pledge
2. Visitors
3. Approval of Minutes – April 27, 2022
4. Appointments/Reappointments
Hugh Birdsall - Sustainability Committee until 6/30/2024
Erin Lindsay - Sustainability Committee until 6/30/2024
5. Beautification Committee
6. Transfer for Beautification
7. Town Beach Concession Stand Contract
8. Noise Ordinance Report
9. Spending of Nip Bottle Grant
10. Council Discussion
 - Future Projects
 - Correspondences
11. Chairman's Report
12. Town Manager's Report
13. Town Council Committee Liaison Reports
14. Adjourn

Advisory Committee on Beautification

Purpose:

The Advisory Committee on Beautification is created to enhance the natural beauty of the Town of Clinton. With support of citizen volunteers and in coordination with Town Agencies, the Committee will be responsible for the prioritization, planning, initiation and maintaining of various beautification efforts in Clinton. The purpose is to create pride in Clinton and encourage residents and businesses to do the same.

Charges and Responsibilities:

- The Committee shall strive to coordinate activities between different community organizations to better promote actions that will enhance the town's appearance. The Committee shall focus individual efforts and prioritize such activities with recommendation to the Town Council.
- The Committee shall prepare and present to the Town Council reports as requested. On or before November 30th of each year, the Committee shall prepare and submit to the Town Manager and Town Council an annual report of its activities, and goals for the upcoming year. Projects to be undertaken shall be listed in such report for consideration and approval by the Town Council. Any annual operating budget request shall be submitted at that time to the Town Manager which will identify planned expenses by project or activity.
- The Committee shall be held responsible for operating within any approved budget, regardless of the source of funding.
- The Committee is authorized to receive, on behalf of the town, gifts to improve the overall physical appearance of the town subject to Town Council approval.
- The Committee is authorized to prepare grant submissions for projects that will improve the overall physical appearance of the town subject to prior approval from the Town Council for the grant and the project or activity. The Committee shall coordinate all grant activities with the Town Manager.
- The Committee is authorized to fundraise or work with other entities to fundraise for projects that will improve the overall physical appearance of the town subject to prior approval from the Town Council for the project or activity.

Commitment of Town Funds:

In the performance of its duties, the Committee shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of the Beautification Committee and authorized in advance by the Town Manager.

Meetings:

Meetings shall be held as often as necessary to carry out the purpose and meet established goals. A schedule of regular meetings shall be established annually and filed with the Town Clerk's Office in accordance with Connecticut General Statutes, currently no later than January 31st annually.

The Committee will adhere to all rules and regulations outlined in the Freedom of Information Act.

Membership and Term:

The Committee membership shall be appointed by the Town Council and be comprised of at least seven (7) resident electors of Clinton to serve an initial term of two (2) years starting July 1, 2022. The Town Council has the authority to appoint additional members and/or alternate members as appropriate to facilitate the work of the Committee.

Approved by Town Council
_____, 2022

**TOWN OF CLINTON
TRANSFER OF FUNDS REQUEST FORM**

DATE OF REQUEST:	5/2/22
DEPARTMENT OF REQUEST:	Town Manager
FISCAL YEAR OF REQUEST:	FY22
REASON FOR REQUEST:	To set up budget line for Beautification committee

INCREASE ACCOUNT(S)	DESCRIPTION	AMOUNT
014197-XXXXX	Beautification Committee	\$2040.00
General Gov't Admin/new acct		

DECREASE ACCOUNT(S)	DESCRIPTION	AMOUNT
014199-55506	Annual Town Report	2040.00

1) Department Head Signature*: _____ Date: _____
 Comments: _____

**when completed forward to Director of Finance for review*

2) Director of Finance: Funds are available: Yes No _____



Date Approved: 5/2/22 Denied: _____

3) Town Manager: Date Approved: _____ Denied: _____

4) Town Council: Date Approved: _____ Denied: _____

5) Finance Dept: Date Transfer made: _____

TOWN BEACH CONCESSION STAND CONTRACT

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

WITNESSETH:

That for one dollar (\$1.00) and other good and valuable consideration including the promises and obligations herein said forth, the said Town does grant the right of the Concessionaire to operate a food service business in the building owned by the Town, and located at the Clinton Town Beach, end of Waterside Lane, Clinton, CT.

1. The Concessionaire is authorized to operate a business solely as a snack bar and for the sale of general variety merchandise to include novelty/ souvenir items. The sole purpose of this contract is to allow the Concessionaire to operate a business to serve the general public as a food concession; any failure of this purpose would constitute a breach of this contract.
2. This Contract shall be enforced starting on May 28, 2022 through September 5, 2022 (Labor Day). This year only, the rental fee and electric bills shall be waived but the Concessionaire is responsible for all Propane bills for this time period as well as connection costs and other expenses to modify the space to meet the needs of the Concessionaire. The Concessionaire shall not operate the business beyond the date the Town water supply is shut down for the winter season. The Concessionaire further agrees to be solely responsible for cleaning and sanitizing the restrooms located in said building during any days of operation beyond Labor Day. If you are open for a longer period of time, you will be responsible for the bills for that extended period of time. Copies of any Propane bills will be sent to you for payment. It is agreed that if said utility bills/costs remain unpaid fifteen (15) days after the same has been presented to the Concessionaire, then this contract, at the option of the Town shall terminate.
3. The Concessionaire promises to pay such fees as aforesaid, and the Town permits the Concessionaire (Concessionaire keeping all the conditions of this contract hereinafter contained) to operate from said premises during said term. The Concessionaire agrees to vacate the premises at the end of the term or sooner termination of this contract. The Concessionaire will not transfer or otherwise assign this contract to any others without written permission of the Town.
4. As a further condition of this contract, the Concessionaire agrees to cooperate with specific recommendations made by the Town Manager and the Parks and Recreation Commission/Director of Parks and Recreation regarding the nature of operation. The Concessionaire will return all keys to the Parks and Recreation Office as soon as he has vacated the premises at the end of this contract.

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

12. Upon termination of this contract and upon written notice being given to the Concessionaire, the Concessionaire may remove all property belonging to said Concessionaire within thirty (30) days of said notice. Removal of said property will be done without causing damage to the concession building.
13. Any change in the aforementioned terms of this contract must be agreed upon by both the Town and the Concessionaire in writing.
14. The parties agree that the Concessionaire shall have first right of refusal to operate the Town Beach concession stand the next year provided no breach occurred the previous year. Subject decision must be made by the Concessionaire no later than March 17, 2023.
15. The use of the masculine or feminine gender in this contract shall be deemed to include the feminine where the context would so require; so too, the use of the singular or plural number shall be deemed to include the plural or singular number where the context or relevant circumstances shall so require.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and dated this ____ day of _____ 2022.

TOWN OF CLINTON, CONNECTICUT

By: _____
Paul Orsini, Concessionaire

Karl Kilduff, Town Manager

Witness: P&R Representative

Witness: Town Clerk's Office

Karl Kilduff

From: jeschettino@aol.com
Sent: Thursday, April 14, 2022 9:20 AM
To: Karl Kilduff
Cc: Robert Potter; christopher.passante@prudential.com; gmaher2719@frontier.com; jeschettino@aol.com; juliedmendez41@gmail.com; Kelley Nichols; mikesutyla46@gmail.com; rkarcich@comcast.net; ronstop@yahoo.com; Wendy McDermott
Subject: Beach Concession Stand

Good morning Karl:

I understand you are having a department heads meeting this morning. I would appreciate it very much if you could discuss the beach concession stand with Bo today.

At Tuesday night's meeting the P&R Commission voted to recommend to you and the Town Council the following regarding the concession:

1. Please recognize that it would be provided as a service to the beach going community as it is impractical to view it as a profitable business or operation.
2. We recommend that no fee or rental be charged for use of the space and equipment (other than a nominal \$1.00 to bind any agreement made with the operator).
3. We further recommend that no utility fees or costs be charged to the operator for electrical use. However, since propane is available at the operator's option, then any propane supply would be a direct cost to the operator who would deal directly with the supplier.
4. Instead of putting the the operation out to bid, we recommend seeking "requests for proposals" from interested parties. This way they understand that the space is available for use without underlying fixed costs.

The Commission indicated in the motion that if we do not have candidate in place (or at least interested by the first or second week in May, that we cease efforts to establish an operation in the space and not open it for this season.

Please review these suggestions with Bo. As always, I thank you for you attention to this matter.
Have a great weekend.

Respectfully,

Joe