

**ASHFORD BOARD OF FINANCE
SPECIAL MEETING
Monday, August 22, 2016
7:00 p.m.
Selectman's Conference Room - Upper Level
Ashford Town Offices
5 Town Hall Road, Ashford, CT 06278**

Present: C. Silver-Smith (Chairperson), J. Austin, C. Funk, M. Simpson, G. Zaicek, J. Burnham (alt.), C. Pfalzgraf (alt.)
Guests: Mike Zambo, William Falletti, Christine Abikoff

1. **Call to Order:** Chairperson Silver-Smith called the meeting to order at 7:00 p.m.
2. **Seating of Alternates:** Mr. Pfalzgraf was seated for Ms. Eastwood.
3. **Citizen Petition Received by BOS: \$100K Funding Request for Tremko/Stebbins House Historic Restoration**

MR. SIMPSON MOVED AND MS. AUSTIN SECONDED A MOTION TO NOT SUPPORT THE APPROPRIATION OF \$100,000 TO FACILITATE AN APPLICATION TO THE STATE HISTORIC PRESERVATION OFFICE FOR A \$50,000 MATCHING GRANT FOR REHABILITATION OF THE INTERIOR OF THE TRMKO/SEBBINS HOUSE.

Ms. Eastwood arrived at 7:09 p.m. Mr. Pfalzgraf stepped down and Ms. Eastwood was seated.

Board members and attendees reviewed the history of this project for the benefit of newer members. Items discussed included the need for space to store historic documents and artifacts, the fact that \$100,000 would not be sufficient to perform a complete rehabilitation project and lack of current information needed to complete a grant submission (e.g., scope of work and cost estimates).

Those present expressed disappointment that this project was not presented to the Capital Improvement Committee for consideration during their 2016-2017 budget preparation sessions. It was noted that a Special Town Meeting (October 19, 2009) approved a 20-year lease agreement between the Town of Ashford and the Ashford Historical Society, Inc. which, in 2014, facilitated an application to the Connecticut Trust for Historic Preservation for a \$15,000 maintenance and repair matching grant to perform exterior rehabilitation to the Tremko/Stebbins House. During that 2009 meeting, members of the Ashford Historical Society, Inc. assured those present that rehabilitation of the Tremko/Stebbins House would have no financial impact on the town. Said lease was terminated in May of 2015 citing non-performance relating to item #5 of the agreement.

With discussion ended, Chair Silver-Smith and Mr. Funk caucused from 7:16 p.m. to 7:19 p.m. Chair Silver-Smith then called the motion to a vote.

THE MOTION PASSED WITH EVERYONE VOTING AFFIRMATIVELY, EXCEPT MR. FUNK WHO ABSTAINED.

3. Adjournment:

MS. ZAICEK MOVED AND MS. EASTWOOD SECONDED A MOTION TO ADJOURN THE AUGUST 22, 2016 SPECIAL MEETING OF THE ASHFORD BOARD OF FINANCE. THE MOTION PASSED WITH EVERYONE VOTING AFFIRMATIVELY.

The meeting adjourned at 7:40 p.m.

Respectfully submitted,
Cathryn Silver-Smith

attachment: Tremko/Stebbins Information Packet

The Ashford Historical Society, Inc.

PRESIDENT
Joan E. Bowley

VICE-PRESIDENT
Gerald P. Nagy

SECRETARY
Kay M. Warren

TREASURER
Barbara B. Metsack

MEMBER-AT-LARGE
John Ference

MEMBER-AT-LARGE
Gail Zaicek

CURATOR
John Regan

COMMUNICATIONS/
MARKETING
Vacant

ARCHIVIST/
ACQUISITIONS
Ann Frink

HISTORIAN/
GENEALOGIST
William Karosi

MEMBERSHIP
Evelyn Urda

DATE: April 5, 2010

TO: The Board of Selectmen: Ralph Fletcher, Mike Zambo, William Falletti

FROM: The Ashford Historical Society, Inc., Museum Steering Committee: Joan Bowley, Gerry Nagy, Kay Warren, John Regan

RE: Revisions of proposed lease for the Tremko House, Resolution, Name Change of Committee, and motion for Steering Committee Authority

Attached you will find a copy of the proposed lease revisions emailed to The Ashford Historical Society, Inc. by our attorney, JoAnn Paul on March 15, 2010. President, Joan Bowley was away from March 16 – 31st, therefore the delay.

For the Board of Selectmen's information: At The Ashford Historical Society Inc. meeting of September 23, 2009 a resolution for the Tremko House was made as follows: **"We, The Ashford Historical Society, Inc., resolve to undertake the rehabilitation of the Tremko House for use as a museum on Ashford history, headquarters for the Society, and possibly a Connecticut Tourist Information Center, and we resolve to finance the project ourselves so there is no cost to the Ashford taxpayers."** Gerry Nagy motioned to accept the resolution as written. John Regan seconded. Vote was unanimous. Resolution passed.

At The Ashford Historical Society, Inc. meeting of March 1, 2010, **Barbara Metsack** motioned to change **Ad Hoc Committee to Museum Steering Committee**. **John Regan** seconded. **Vote was unanimous**. **Gerry Nagy** then motioned that the **Museum Steering Committee** have the authority to represent **The Ashford Historical Society, Inc.** in matters dealing with the **Board of Selectmen** and the **Tremko House/Museum** matters. **Barbara Metsack** seconded. **Vote was unanimous**. **Members of the Museum Steering Committee** are: **Joan Bowley, Pres.**; **Gerry Nagy, VP**; **Kay M. Warren, Secretary**; and **John Regan, Curator**. **Pres. Bowley** has the right to choose her committee.

ASHFORD HISTORICAL SOCIETY, INC
ASHFORD, CONNECTICUT

Treasurers Report for the Period from January 1, 2013 to Dec. 31, 2013

Balance on Hand - January 01, 2013 \$2,240.80

INCOME January 01, 2013 - December 31, 2013

2012 Calendars/sets.....	\$	142.00
2013 Calendars.....	\$2,515.00	
Dues/Membership.....	\$	910.00
Donations.....	\$	597.00
Coins, Postcards, misc.....	\$	30.50
Cookbooks.....	\$	28.00
Ice Cream.....	\$	152.00
Bake Sale.....	\$	81.00
Transfer from Savings Account.....		<u>\$1,500.00</u>
Total Income		<u>\$4,455.50</u>

EXPENSES

2013 Calendars.....	\$3,820.00	
John Regan.....	\$	83.95
Web Site(Joan Bowley).....	\$	206.14
Joan Bowley.....	\$	80.79
RAF Acctg Services.....	\$	62.00
Conn.Trust for Historic Preservation.....	\$	75.00
The Hartford.....	\$	425.00
Robert Zaicek.....	\$	140.00
The Pages of Yesteryear.....	\$	<u>52.00</u>
Total Expenses	\$4,944.88	
Paid out of cash		76.00

Balance to check book/bank stmt on Dec. 31, 2013\$1,751.42

Savings Account - New Alliance Bank.....\$1,699.21

***OPINION OF PROBABLE CONSTRUCTION COSTS – THOMAS STEBBINS, SR., HOUSE**
Phase 1 – Exterior Rehabilitation and Maintenance January 31, 2014

Item Description:	Cost:
Replace existing building sill along the south wall of the house	\$ 6,000.00
Replace existing sheathing at south wall, replace siding and exterior trim; Use pre-primed siding and trim at all four walls	\$ 8,000.00
Replace two existing exterior doors; use new or recycled doors; add storm doors	\$ 4,200.00
Replace five existing windows at south and east sides	\$ 6,000.00
Paint exterior siding and trim at four sides; one coat house and trim paint	\$ 4,500.00
Replace the former stoop using granite if possible.	\$ 900.00
Subtotal – Exterior Rehabilitation and Maintenance	\$ 29,600.00
Project Contingency	\$ 400.00
Total – Exterior Rehabilitation and Maintenance	\$ 30,000.00

**Prepared for the AHS by: The Architects, Robert B. Hurd, AIA*

Building Timeline:

Dates	Description	Cost/Award	Outcome
2007-2008	Structural assessment	\$1,200 spent by Town of Ashford	Building structurally sound (engineering assessment)
2009	Special Town Meeting – 20 year lease of building from Town to AHS**	\$1 spent by AHS for 20 year lease term	Approved Unanimously
2009-2010	AHS hires Architect to complete evaluation of building	\$6,000 spent by AHS on Architect	“An Evaluation for Rehabilitation & Reuse of the Tremko House” Architectural Report Completed by R.B. Hurd, AIA
2010	AHS requested that the Town of Ashford use Small Town Economic Assistant Program (STEAP) funding	\$228,000 in 2010	Not granted.
2010-2012	AHS Applies for 6 different grants	--	No grants awarded
2011	AHS applies for matching grant (HPTAG) from CT Trust ***	\$16,000 total value matching grant awarded to AHS - \$8,000 by CT Trust and \$8,000 spent by AHS	“Construction & Bidding Documents” Architectural Report Completed by R.B. Hurd, AIA
2013 - present	Town of Ashford applies for matching grant from CT Trust	\$30,000 total value matching grant awarded to the Town of Ashford - \$15,000 by CT Trust and \$15,000 to be spent by the Town of Ashford	Subject to taxpayer approval at the July 21, 2014 Town Hearing/Special Town Meeting

***The Ashford Historical Society, Inc. (AHS) is a non-profit non-town business entity.*

****The Connecticut Trust for Historic Preservation (CT Trust) is a non-profit state-wide organization.*

ASHFORD TOWN HEARING/SPECIAL TOWN MEETING
TAXPAYER INFORMATIONAL FLYER

Topic: External Rehabilitation of Ashford Historical Tremko/Stebbins House (town owned).

Building Use: Ashford town museum and tourist information center (open to the public).

Date of Hearing/Meeting: July 21, 2014 – 7:30 PM Lower Level, Ashford Town Office Building

Building Cost Comparison:

<u>Option</u>	<u>Description</u>	<u>Cost</u>
A	Total Estimated cost to build a NEW building with equal sq. ft. (1,200) @ \$200 per sq. ft	\$240,000.00
B	Total Estimated cost to REHABILITATE the Tremko/Stebbins historical building	\$228,000.00
	1. Municipal Grant Award* - Exterior Only	\$30,000.00
	2. Future Grant (October 31, 2014) - Interior Only	\$198,000.00

**CT Trust for Historic Preservation – “Maintenance & Repair matching grant” was applied for by the Town of Ashford and approved in April 2014. This is to rehabilitate the exterior of the historical Tremko/Stebbins House (c. 1773).*

Informational Taxpayer Questions:

1. If the taxpayers of Ashford approve of this expenditure, and most of the exterior is rehabilitated (except for the roof), what about the rehabilitation of the remaining exterior and the INTERIOR of the building?

*The State Historic Preservation Office which offers matching, reimbursement **Historic Restoration Fund grants** to CT Municipalities to be used for the rehabilitation of CT historic resources which are listed in the State (Tremko/Stebbins house is on this list) or National Registers of Historic Places is offered each year. The deadline for this year’s **Historic Restoration Fund grant** application is: **4:00 PM on Friday, October 31, 2014.** Grant award range from \$5,000-\$200,000.*

2. Do the taxpayers of Ashford feel this second grant (October 2014 application deadline) should be applied for by the town to complete rehabilitation of this historic project?

Of course, no one knows if we would receive this second grant. Like the first grant, 50% of the requested estimated amount of \$198,000 or \$99,000 could be received.

**** Bottom line, the cost to rehabilitate this historical building would be \$114,000 (\$15,000 + \$99,000) instead of \$228,000. This is a savings of 50% or \$114,000. ****

Prepared by: Joan E. Bowley, President of The Ashford Historical Society, Inc.

OPINION OF PROBABLE CONSTRUCTION COSTS - THOMAS STEBBINS, SR., HOUSE
20 Pompey Hollow Road (Route 44), Warrentville, Connecticut

Phase 1 - Exterior Rehabilitation and Maintenance		January 31, 2014
Item	Description	Cost
•	Replace existing building sill along the south wall of the house	\$ 6,000.00
•	Replace existing sheathing at south wall, replace siding and exterior trim; Use pre-primed siding and trim at all four walls	\$ 8,000.00
•	Replace two existing exterior doors; use new or recycled doors; add storm doors	\$ 4,200.00
•	Replace five existing windows at south and east sides	\$ 6,000.00
•	Paint exterior siding and trim at four sides; one coat house and trim paint	\$ 4,500.00
•	Replace the former stoop using granite if possible.	\$ 900.00
Subtotal - Exterior Rehabilitation and Maintenance		\$ 29,600.00
•	Project Contingency	\$ 400.00
Total - Exterior Rehabilitation and Maintenance		\$ 30,000.00



April 15, 2014

Mr. Michael J. Zambo
First Selectman
Town of Ashford
5 Town Hall Road
Ashford, CT 06278

*Maintenance & Repair Grant Contract – Tremko House (1773)
Sign and return by April 30, 2014.*

Dear Mr. Zembo:

It is my pleasure to inform you that the Town of Ashford's application for a Connecticut Trust Maintenance & Repair Grant (M&R) has been approved. We have allocated up to \$15,000 for exterior repairs to Tremko House.

M&R is a historic preservation technical assistance program of the Connecticut Trust for Historic Preservation (CTHP), with funding from the Connecticut General Assembly.

If you accept this grant you must conduct your project in conformance with the following conditions:

1. *Required Match:* This grant must be matched 1:1 with cash funds. Evidence of the match must be submitted in a final report as set forth in paragraph 4 below. The grantee represents and warrants that the cost-share contributions included in the budget are accurately calculated and complete.
2. *Receipt of Grant Funds:* Upon receipt of this signed contract, the Connecticut Trust will remit payment of 50% of the total grant amount. The remaining balance will be made upon receipt and approval of your Final Report and Budget Summary and required attachments. The amount of the total payment is equal to 50% of documented eligible project costs up to the full amount of the grant.
3. *Limitations to use of grant funds:* Grant funds may be used only during the period of the grant: which is April 15, 2014 through April 15, 2015. Any outstanding obligations are to be liquidated within thirty days after payment of the full grant.
4. *Final Evaluation:* The grantee agrees to submit a final financial report and a narrative report stating the results and accomplishments of the project. The final report must address the project's conformance with the Secretary of the Interior Standards for Treatment of Historic Buildings. The final report is due no more than thirty days after the grant period has ended. The grant period ends April 15, 2015; Final Reports are due by May 15, 2015.

Town of Ashford

Established 1714

Michael J. Zambo
First Selectman

20 May 2014

TO: Cathryn Silver-Smith, Chairman, Ashford Board of Finance

FROM: Michael J. Zambo, first Selectman MB

SUBJECT: Recommended appropriation

At our meeting of Monday, May 19, 2014, the Board of Selectmen voted to recommend to the Board of Finance, the appropriation of \$30,000 from CNR, to be used for external improvements to the Tremko House. The requested appropriation consists of \$15,000 from the Connecticut Trust for Historic Preservation and a matching \$15,000 from the Town of Ashford. I have attached a copy of the grant award letter dated April 15, 2014.

These funds were applied for by the Town at the request of the Historical Society in response to a maintenance and repair matching grant announcement by the Connecticut Trust for Historic Preservation. I have attached a cost sheet, prepared by the Ashford Historical Society's architect, outlining the proposed repair cost (copy attached). Administration of the grant will be done through the Selectmen's Office.

The Board of Selectmen request that the Board of Finance address this recommendation at your next meeting. Following receipt of your approval, the Selectmen will set a date for a special town meeting to approve the appropriation.

5 Town Hall Road, Ashford, Connecticut 06278

Phone: (860) 487-4400 Fax: (860) 487-4430

The Town of Ashford is an equal opportunity provider and employer

Tremko/Stebbins House* Twenty-year Lease Agreement

(*CT State Register For Historic Houses; Leased by The Ashford Historical Society Inc. from the Town of Ashford and signed/dated May 3, 2010)

Rehabilitation Project Plan (Option B¹):

- **Phase I – COMPLETED May 26, 2015 – The CT Trust for Historic Preservation Matching Municipal Grant (2014/15): External Rehabilitation \$30,000 total grant, with a Municipal-match of \$15,000.**
- **Phase II – Future Grant² (4pm Oct. 30, 2015 Application Deadline) – CT Department of Economic & Community Development, Office of Culture and Tourism – Municipal Historic Restoration Fund Grant: Interior Rehabilitation \$200,000 total grant, with a Municipal-match of \$100,000.**

As completed in Phase I, during Phase II The Ashford Historical Society Inc. plans to fulfill a non-financial co-sponsorship role jointly with the Municipal Government of Ashford. In short, we plan to provide our voluntary resources to:

1. Complete the Future Grant² application paperwork.
2. Allow use of Design and Construction Documents (valued at \$22,000 and required for all Grant Applications). Since The Ashford Historical Society Inc. selected and hired Historical Architect Robert B. Hurd, A.I.A. in 2008, these documents are already completed and available for Grant use.
3. Facilitate the Municipal Government of Ashford continued use of the Phase I Historical Architect Robert B. Hurd, A.I.A. as Project consultant during Phase II.

Since the Phase II timeline is very short, we must act quickly. To qualify for the October 2015 Phase II Grant, The Ashford Historical Society Inc. must have a 20-year Lease Agreement on the Stebbins/Tremko House with the Ashford Municipal Government. Therefore, our current lease on the Stebbins/Tremko House must be extended for a 2035 expiration date.

Reference 1: 7/21/14 Flyer prepared by Joan E. Bowley, President of The Ashford Historical Society for Ashford Town Meeting.

Town of Ashford

Established 1714

REGULAR SELECTMEN'S MEETING MONDAY, MAY 4, 2015, 7:00 P.M. ASHFORD TOWN OFFICES MINUTES

1. Call to order at 7:02 p.m.
2. Members present: Zambo, Falletti, Fletcher
Guests: Loretta Wrobel, Gwen Haaland, Steve Morytko, Linda Gagne
3. Hear from the public
4. First Selectman's Briefing
 - Options for signage on Route 89 in the area of Ashford School has been received from DOT and sent to the Superintendent to review. The Selectmen can review the options at their next meeting.
 - The Sand Hill Road residents association has made inquiries into turning the Association-owner portion of Sand Hill Road over to the town. They were advised that process would involve bringing the road up to the standard addressed in the town's public improvement specifications and acceptance by special town meeting.
 - Finance clerk and Senior Center Project Coordinator openings have been advertised in various print media and on the town web site.
 - Fire alarm systems at the TOB, Knowlton Hall, the Senior Center and the Fire Department have been inspected and tested.
 - Reminder that Thursday, May 7, 2015. Ashford's observance will be held at the Ashford Veterans Memorial between the hours of 5 and 6 pm.
5. Hear from Boards, Commissions, Committees
6. Fletcher moved acceptance of minutes of Special Meeting of 4/20/2015. Falletti seconded the motion which passed.
7. Old Business
 - a. 300th Anniversary Committee – no report
 - b. Tax compliance issue – Hull Forest Products/Cadlerock Properties/Cadle: Tax Collector, Linda Gagne reported that legal action relating to the Cadle logging operation is still being pursued. Additional warrants have been served.
 - c. Policies and Procedures Manual – no report
 - d. Budget referendum reminder 5/5/2015
 - e. Personnel issue: sick time payment request – Falletti moved that this item be held in executive session at the end of the meeting. Fletcher seconded the motion which passed.
 - f. Tremko House lease expiration: Zambo reported that he spoke with Joan Bowley, President of the Ashford Historical Society, today and that she would not be able to attend this meeting. Zambo was asked to request a letter from the Society stating their intentions regarding a lease dated May 3, 2010 between the Town of Ashford (Lessor) and the Ashford Historical Society (Lessee).

Christine Abikoff

From: First Selectman
Sent: Friday, May 15, 2015 10:21 AM
To: Christine Abikoff
Subject: FW: Lease on the Tremko/Stebbins House by the Ashford Historical Society Inc.

From: Dennis O'Brien [<mailto:dennis.o.brien@snet.net>]
Sent: Thursday, May 14, 2015 9:54 PM
To: First Selectman
Subject: RE: Lease on the Tremko/Stebbins House by the Ashford Historical Society Inc.

Mike,

I have read Joan Bowley's May 11, 2015 memorandum to you. I have also reviewed the Tremko House lease. Ms. Bowley is of course technically correct in stating that the lease is for 20 years and does not expire until May 3, 2030. However, paragraph 5 of the lease expressly provides that the Town shall have the right to cancel the lease and recover possession of the premises if, within 5 years of the execution of the lease, or by May 3, 2015, the lessee, the Ashford Historical Society, has not secured at least \$185,000.00 to be used for rehabilitation of the Tremko House. If that condition was not met by May 3, 2015, the Town is free to cancel the lease and act to recover possession of the property unless the lessee by the foregoing deadline had application(s) pending for additional funding which, if successful, would satisfy that condition, in which case the Town may give the lessee an extension of up to one year, and may not unreasonably deny same. You are in a better position than I to know whether the lessee has met any of these conditions by the deadline.

Note that Ms. Bowley has referred to "the five year funding stipulation, which we can certainly discuss" as an afterthought in her letter, apparently recognizing the 5 year stipulation's presence in the lease and its significance in this instance. It seems to me that unless the lessee has met at least one of the foregoing two conditions, the town may choose to cancel the lease and oust the lessee from the premises, or not.

Please let me know if and when you need any more from me on this.

Sincerely,

Attorney Dennis O'Brien

From: First Selectman [<mailto:FirstSelectman@ashfordtownhall.org>]
Sent: Wednesday, May 13, 2015 1:57 PM
To: Dennis O'Brien
Subject: FW: Lease on the Tremko/Stebbins House by the Ashford Historical Society Inc.

Hi Dennis,

This is Joan's response to a request from the BOS to the Historical Society about their intentions concerning the Tremko House lease. Please note that a STEAP grant application was submitted for renovation of this house by the Town of Ashford. Please call me if there are questions.

Thanks,
Mike

From: joanie54@charter.net [mailto:joanie54@charter.net]

Sent: Monday, May 11, 2015 12:44 PM

To: First Selectman; 'joanie54@charter.net'; 'joan@ashfordhistoricalsociety.org'

Subject: Lease on the Tremko/Stebbins House by the Ashford Historical Society Inc.

Hi Mike,

Attached please find a letter in response to your May 6, 2015 letter. Thank you.

Joan

F.Y.I.

11 May 2015

To: Mike Zambo, First Selectman Ashford
From: Joan E. Bowley, President The Ashford Historical Society Inc.
Subject: Lease on the Tremko/Stebbins House by The Ashford Historical Society Inc.

Dear Mike,

I am writing in response to your letter of May 6, 2015 relating to the Board of Selectmen's May 4, 2015 meeting where the Tremko/Stebbins House lease was discussed.

I appreciate your contacting me the afternoon of May 4 to advise me this matter would be on that evening's agenda and to remind me that our lease had expired on May 3. However, I did correct your assumption and advised you that the lease did not in fact expire on May 3, 2015, but was for a twenty year term; not due to expire until May 3, 2030 (subject to possible extensions). I suggested that perhaps you were referring to the five year funding stipulation, which we can certainly discuss.

Although you did contact me prior to the meeting, I am aware that our lease was a topic of discussion at the April 8 meeting as well. I did not receive notice of that meeting. In the future, I request that if any matter relating to the AHS is on the agenda for discussion, that I be notified in advance so that I may attend or request that the matter be moved to a later agenda, if am unavailable.

Your recent correspondence requests a response by May 18. Unfortunately, I am out of state until early June and will be unable to attend a May 18 meeting. I respectfully request that this matter be continued to your June 15 (or later) agenda at which time I will be prepared to discuss this matter in detail. Please confirm.

Sincerely,



Joan E. Bowley, President
The Ashford Historical Society Inc.

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34618

Recd
5/4/10
SUM

LEASE

THIS LEASE is hereby made and entered into this 3rd day of May, 2010, by and between the TOWN OF ASHFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the Lessor, and THE ASHFORD HISTORICAL SOCIETY, INC., a Connecticut nonstock corporation with its office located in the Town of Ashford, County of Windham and State of Connecticut, hereinafter referred to as the Lessee.

The parties hereto hereby agree as follows:

1. The Lessor does hereby lease unto the Lessee those premises described as 20 Pompey Hollow Road, more commonly called the "Tremko House," which the Lessee is desirous of rehabilitating, preserving and maintaining for historical purposes.
2. The term of this lease shall be for a period of twenty (20) years from the date of execution of this lease. Lessee shall have the option to renew this lease for five (5) successive terms of five (5) years each upon the same terms and conditions contained herein. Lessee shall give Lessor sixty (60) days written notice of its request for renewal, which request shall not be unreasonably denied.
3. The Lessee shall pay to the Lessor the rental of One Dollar (\$1.00), which amount shall be the rental for each term of this lease and which amount shall be paid in one (1) lump sum within one (1) month from the commencement of this lease. The check in payment of said sum shall be made payable to the order of the Town of Ashford.
4. The demised premises shall be used by the Lessee as an office and for maintaining a museum of art and artifacts of historical interest for the purpose of education and enlightenment of the public concerning the history of Ashford. The Lessee may also offer on the premises materials relating to other sites of local interest.
5. The Lessor shall have the right to cancel this lease and recover possession of the leased premises if, within five (5) years of the execution of said lease, 90% of the anticipated construction costs or \$185,000, whichever amount is greater, for the rehabilitation of the "Tremko House" has not been secured by The Ashford Historical Society, Inc. If at the expiration of five (5) years, The Ashford Historical Society, Inc. has active applications for additional funding pending, which if successful, will satisfy this requirement, Lessor may grant a reasonable extension of this deadline (such consent not to be unreasonably withheld but) not to exceed one year.
6. The Lessee acknowledges that if the lease is terminated for the inability to secure funding, there shall be no remedy to recoup expenses for repairs or modifications from the Lessor.
7. The terms and provisions of this lease may be modified by agreement of the Board of Selectmen of the Town of Ashford and by The Ashford Historical Society, Inc. or its designee.

8. Until the time that a major construction contract is awarded, the Town of Ashford will provide electricity to the Tremko House. Once a major construction contract is awarded, provision of electricity will become the responsibility of the contractor until a Certificate of Occupancy is issued. At the time of issuance of the Certificate of Occupancy, provision of all utilities will become the responsibility of the Lessee.
9. The Lessor shall be responsible for provision of liability and fire insurance on the "Tremko House". If volunteers will be performing work on the Tremko House prior to issuance of a Certificate of Occupancy, The Ashford Historical Society, Inc. must maintain a general liability policy that covers the Society and the volunteers during the course of their work, which shall provide coverage for injury to the volunteers and injury/damage they cause to others.

Upon issuance of said Certificate of Occupancy the Lessee shall be responsible for:

- provision of general liability insurance listing the town, its employees and volunteers as additional insureds having a liability limit of \$500,000.00;
 - medical payments coverage;
 - inclusion of The Ashford Historical Society, Inc. volunteers as insureds under the Society's general liability policy;
 - insurance coverage for contents that are located inside the building and are the property of the Society;
 - insurance coverage for damage to, or loss of exhibit materials that are on loan to The Ashford Historical Society, Inc. and are stored or exhibited within the "Tremko House;"
10. The Lessee shall deliver to the Lessor certificates of such liability insurance policies which shall contain a clause requiring the insurer to give the Lessor ten (10) days notice of cancellation of such policies.
 11. The Lessor shall be responsible for plowing of the parking area during winter storms as time allows and mowing of the grounds during the appropriate season
 12. The Lessee shall be responsible for grounds maintenance (other than mowing) to include landscaping around the building initiated by The Ashford Historical Society, Inc. or any other organization not a part of the Town of Ashford, removal of snow or ice and sanding of walkways and entranceways.
 13. The Lessee shall be responsible for all interior repairs and redecorating, and replacement of all broken glass and for all repairs, whether interior, exterior or structural made necessary by the negligence of the Lessee or Lessee's agents.
 14. It is agreed between the parties that in the event the building in which the leased premises are situated shall be totally damaged by fire, natural disaster or otherwise, this Lease shall terminate as of the date of said destruction. In the event the premises are partially destroyed by fire or other disaster and are in such a condition that repair is possible within the limits of available insurance, the Lessor shall

restore the building to its former condition within one (1) year from the date of fire or other disaster.

15. The Lessee acknowledges the fact that prior to issuance of a Certificate of Occupancy by the Town of Ashford Building Official, the building shall not be occupied or used for storage of any materials belonging to or in the care of The Ashford Historical Society, Inc. except building materials actively being used for the restoration of the building.
16. The Lessee shall promptly pay all contractors and materialmen hired by the Lessee utilizing non-Town of Ashford awarded grant funds to furnish any labor or materials which may give rise to the filing of a mechanic's lien against the premises. Should any such lien be made or filed, the Lessee shall bond against or discharge the same within ten (10) days after written request by the Lessor.
17. Upon issuance of a Certificate of Occupancy, the Lessee shall be responsible for the performance of routine maintenance including reasonable periodic painting. The Lessee shall provide janitorial service for the leased premises. If the Lessee refuses or neglects to perform any such maintenance, after written demand, the Lessor may perform such maintenance without liability to the Lessee for any loss or damage that may occur to the Lessee's locks, fixtures or other property and may hold the Lessee responsible for the cost of any such maintenance services.
18. The Lessee agrees to make any and all necessary repairs to the roof, foundation, walls and windows of the leased premises and to any interior or exterior major structural members of the leased premises during the term of this lease. The Lessor acknowledges that The Ashford Historical Society, Inc. has full authority to hire, supervise and administer payments to contractors as necessary to do the work only as it relates to contracted work funded by grants and funds obtained in the name of The Ashford Historical Society, Inc. Funding obtained in the name of the Town of Ashford for the purpose of repairing or rehabilitating the "Tremko House" will fall under the oversight responsibility of the Town of Ashford or its agent.
19. The Lessee agrees that it will not keep or use in or upon the leased premises any article or material which may be prohibited by the standard form of fire insurance policy.
20. The Lessee will indemnify to Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in condition with loss of life, personal injury and/or damage to property arising from or act of any occurrence in, upon or at the leased premises or the occupancy or use by the Lessee of the leased premises or any part thereof or assigned wholly or in part by the default under this lease or any act or omission of the Lessee, its agents, contractors, employees, servants, lessees or concessionaires, licensees or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee then the Lessee shall protect and hold the Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Lessor in

connection with such litigation. The Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this lease.

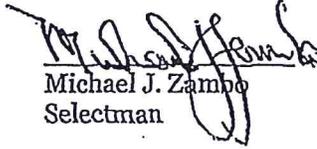
21. The Lessee will record a notice of this lease in the Land Records of the Town of Ashford.
22. The Lessee shall not assign this lease or any interest therein, nor let or underlet the same premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without the written consent of the Lessor, which the Lessor may, in its absolute discretion, withhold.
23. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same continues, shall not be deemed to be a waiver by said party of any said party's right hereunder. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.
24. It is agreed that if any provision of this lease shall be determined to be void or unenforceable, then such determination shall not affect any other provisions of this lease, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provisions of this lease are capable of two constructions one of which would render the provisions void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
25. This lease shall be binding upon the representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 3rd day of MAY 2010.

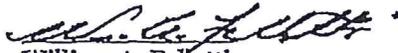
LESSOR - TOWN OF ASHFORD.



Ralph H. Fletcher
First Selectman



Michael J. Zampo
Selectman



William A. Falletti
Selectman

LESSEE - THE ASHFORD HISTORICAL SOCIETY, INC.



Joan E. Bowley, President

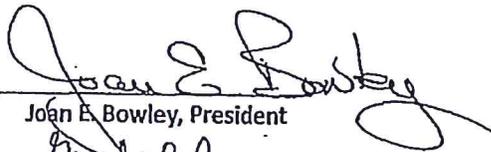
CONSENT TO ACTION TAKEN
IN LIEU OF THE SPECIAL MEETING OF THE DIRECTORS OF
THE ASHFORD HISTORICAL SOCIETY, INC.

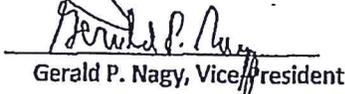
The undersigned, being all the Directors of The Ashford Historical Society, Inc., a duly formed Connecticut Corporation, hereby unanimously consent to and ratify the action taken as set forth in the following resolution:

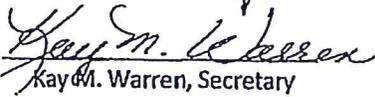
RESOLVED: That the President of said Corporation shall have the authority to execute a lease on behalf of the Corporation, between the Corporation and The Town of Ashford, dated May 1, 2010, for the lease of the so-called Tremko House upon the terms and conditions set forth in said lease document.

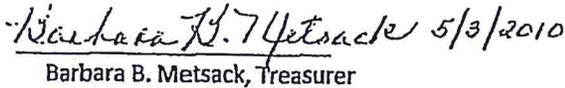
The signing of this consent by the undersigned(s) shall constitute full ratification of the action taken as set forth in the foregoing resolution.

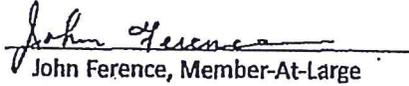
Consent Dated: May 1, 2010

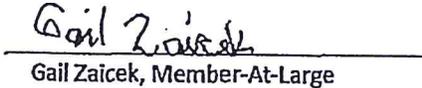

Joan E. Bowley, President


Gerald P. Nagy, Vice President


Kay M. Warren, Secretary

 5/3/2010
Barbara B. Metsack, Treasurer

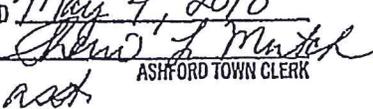

John Ference, Member-At-Large


Gail Zaicek, Member-At-Large


John Regan, Curator

ATTEST:  5-3-10
Kay M. Warren, Secretary

at 1:55 pm

RECEIVED May 4, 2010
ATTEST 
ASHFORD TOWN CLERK
rest.

Town of Ashford

Established 1714

REGULAR SELECTMEN'S MEETING MONDAY, MAY 18, 2015, 7:00 P.M. ASHFORD TOWN OFFICES MINUTES

1. Call to order at 7:00 pm
2. Members present: Zambo, Falletti, Fletcher
Guests: Linda Gagne, Richard Williams, Ray Fenn, Bill Darcy
3. Hear from the public
4. First Selectman's Briefing
 - The Town and the AVFD have been informed by Spartan International that delivery of the new fire truck will be delayed by 50 days. Chief Fletcher has formulated, and I have reviewed, a response to Spartan breach of contract that will ensure that the Town will not incur any additional expenses and that both the Town and the AVFD are made whole.
 - Joe Kalinowski and I met with Syl Pawley, NECCOG Engineer to evaluate Bridge 0485 (Westford Hill Road). RFP's have been sent to three structural engineering firms with replies due Friday, May 29, 2015.
 - The Tremko House exterior renovation project will be completed by this Friday. A wrap up meeting will be held Tuesday, May 26th at 9:00 am.
 - A kick off meeting will be held on Tuesday, May 19th at 9:00 am with FEMA regarding the January blizzard.
5. Hear from Boards, Commissions, Committees:
 - Linda Gagne reported that 26 tax file letters were sent out today.
 - The Tax Collector's Office will be an on-line payment venue for tax bills which is expected to be available for July 1, 2015.
 - The Tax Collector reported that the Cadlerock Properties/Hull Forest Products/Cadle tax compliance issue is ongoing
6. Fletcher moved acceptance of minutes of Special Meeting of 4/20/2015. Falletti seconded the motion which passed.
7. Old Business
 - a. 300th Anniversary Committee report: The Committee is still working up ideas for the 300th anniversary book.
 - b. Tax compliance issue – Hull Forest Products/Cadlerock Properties/Cadle
 - c. Policies and Procedures Manual
 - d. Disposition of Lake Chaffee lots 374A and 375: The party interested in purchasing these properties will be contacted and asked to make an offer on these lots.
 - e. Tremko House lease expiration: Zambo reported that he will extend an invitation to the Historical Society to discuss this item at a June meeting.

Town of Ashford

Established 1714

REGULAR SELECTMEN'S MEETING MONDAY, JUNE 15, 2015, 7:00 P.M. ASHFORD TOWN OFFICES MINUTES

1. Call to order at 7:00 pm
2. Members present: Zambo, Falletti, Fletcher
Guests: Linda Gagne, Joan Bowley, John Regan, Kay Warren, Linda Gardner, Barbara Metsack
3. Hear from the public
4. First Selectman's Briefing
 - Senior Center Program Coordinator Interview Panel has selected five candidates to interview. Interviews will be held on June 16 and June 18.
 - AP/Payroll Clerk interviews were held last week. A candidate was selected but refused the position. The interview panel recommends re-advertising this position.
 - The Town of Ashford received an "Exceptional Property Management" award from CIRMA for having incurred no property losses over the past six years.
5. Hear from Boards, Commissions, Committees:
 - Linda Gagne reported that one property appearing on the tax sale list (located on Frontage Road) has paid the tax amount due. All other properties on the sale list remain.
6. Fletcher moved acceptance of minutes of Regular Meeting of 6/1/2015. Falletti seconded the motion which passed.
7. Old Business
 - a. 300th Anniversary Committee report: No report at this time.
 - b. Policies and Procedures Manual: Ms. Barber is still working on this project.
 - c. Tremko House lease expiration/Ashford Historical Society: Mrs. Bowley, President of the Ashford Historical Society, Inc. thanked the BOS for inviting the Society's Board of directors to their meeting to discuss the status of the Tremko House project. Both parties are pleased with the outcome of Phase I (exterior renovation) of this project. Mrs. Bowley relayed information regarding upcoming grant possibilities, including one through the Department of Economic and Community Development, State Historic Preservation Office matching grant in the amount of \$200,000. This is a reimbursable grant with a town match in the amount of \$100,000. At this time grant availability is uncertain pending passage of the state budget. Fletcher and Falletti raised the question of timing for a public hearing, presentation to the Board of Finance, and scheduling of a special town meeting in relation to the grant application deadline.

The condition of the Ashford Academy was discussed. The BOS was informed that there was an infestation of powder post beetles and a continuing problem