



Chairman Kevin J. Dombrowski

TOWN OF LEDYARD

CONNECTICUT
TOWN COUNCIL

MINUTES PUBLIC HEARING LEDYARD TOWN COUNCIL COUNCIL CHAMBERS - ANNEX BUILDING

PUBLIC HEARING MINUTES

6:15 PM, NOVEMBER 9, 2022

DRAFT

- I. CALL TO ORDER – Chairman Dombrowski called to order the Public Hearing regarding the proposed “*Nathan Lester House Lease*” at 6:15 p.m.
- II. PLEDGE OF ALLEGIANCE
- III. PROCEDURE OF THE PUBLIC HEARING
- IV. CALL OF THE PUBLIC HEARING

The following call of the Public Hearing was read by Town Council Administrative Assistant Roxanne M. Maher:

LEGAL NOTICE TOWN OF LEDYARD

NOTICE OF PUBLIC HEARING

In accordance with CGS 07-163e, the Ledyard Town Council will conduct a Hybrid Public Hearing on Wednesday, November 9, 2022 at 6:15 p.m. to receive comments/recommendations regarding:

*“Nathan Lester House Lease Between the
Town of Ledyard and
Sharon E. and Matthew S. Primett”*

Located at 153 Vinegar Hill Road, Gales Ferry

Please attend In-Person at the Council Chambers, Town Hall Annex, 741 Colonel Ledyard Highway; or join the video conference meeting from your computer, tablet, or smartphone at: <https://us06web.zoom.us/j/85611213883?pwd=a2ZVYTNBcVppb3VGUkJJZ3d0d1dvZz09> or by audio only dial: +1 646 558 8656 Meeting ID: 856 1121 3883; Passcode: 066082

At this hearing interested persons may appear and be heard and written communications will be accepted at towncouncil@ledyardct.org.

Dated at Ledyard, Connecticut this 27th day of October, 2022.

For the Ledyard Town Council
s/s Kevin J. Dombrowski, Chairman

Please Publish on the following two dates:
Friday, October 28, 2022
Tuesday, November 1, 2022

IV. PRESENTATION

Mayor Fred Allyn, III, presented the proposed Lease, explaining that in accordance with CGS 7-163e a public hearing was required to receive comments on the lease, sale, or purchase of town property. He went on to explain the Nathan Lester House was town property which was over seen by the Historic District Commission.

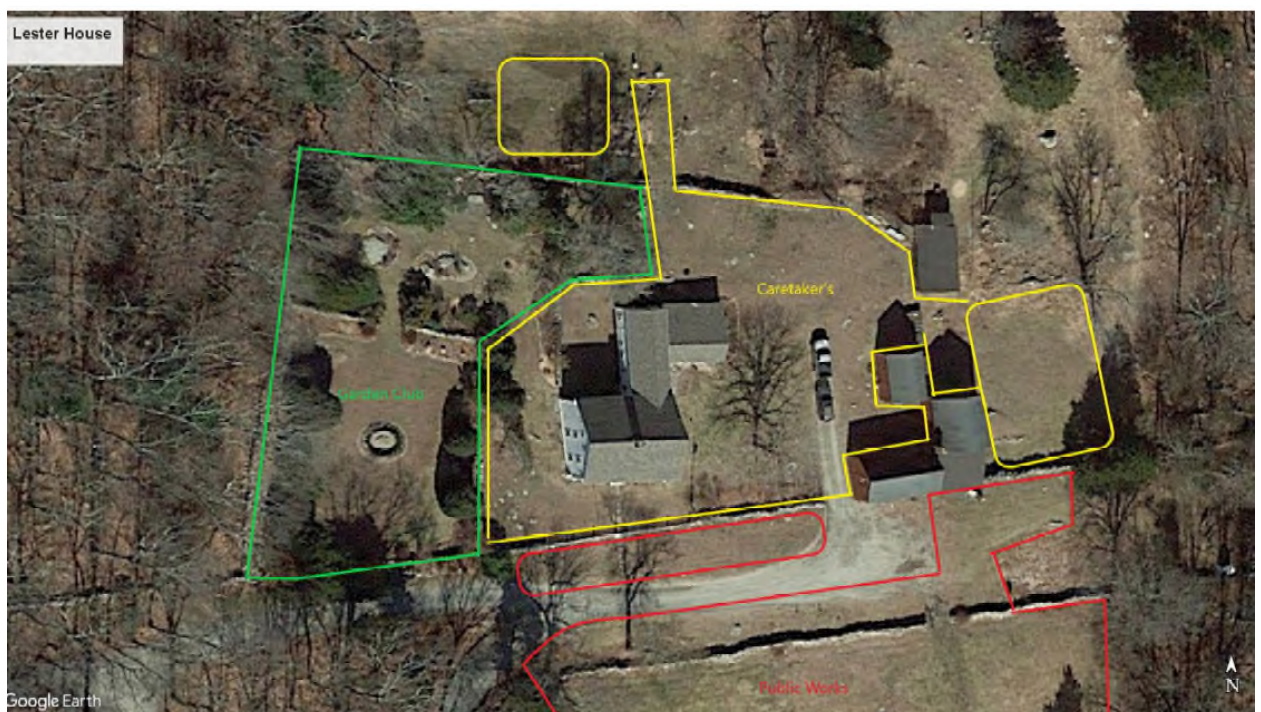
Mayor Allyn noted that the draft Lease provided for tonight's Public Hearing had a typo in the termination date of the Lease, which would be corrected.

Mayor Allyn continued by stating that this was the same Lease the Town previously drafted with the Town Attorney for in preparation for the previous tenants. He stated the changes to the Lease included the following:

- Term of the Lease would end in 2023.
- Lease Rate was adjusted to \$15,500 annually to reflect the correct minimum wage and then some, to accommodate for an increase in the rate the following year for the total dollar value.
- The Security Deposit was increased to \$1,291.67.

Mayor Allyn stated the remainder of the Lease remained the same. He noted paragraph 12 addressed the Lead Paint Disclosure, noting that the home was built prior to 1978 and may contain lead-based paint hazards. He stated the Lease packet also included a Lead Paint Hazard Disclosure that he completed and initialed that the Town was aware that lead paint was present in the home; and that they have worked to remediate a good bit of it. However, it did not mean that the remediation work removed all of the lead paint, stating that there was a full disclosure regarding the lead paint. He stated the town would also provide to the tenant the *Lead Hazards In Your Home Pamphlet*, as part of the full disclosure.

Mayor Allyn stated he added an aerial photograph of the Nathan Lester House Property in the Lease packet, in which he outlined the areas noting that the red shaded areas were mowed and maintained by the Public Works Department, the green shaded areas were the gardens that would be maintained by the Ledyard Garden Club but would be mowed by the Tenant/Caretaker, and the yellow shaded areas would be maintained by the Caretakers.



Mayor Allyn stated in looking for a new occupant/caretakers for the Historic Nathan Lester House that two young couples were interested in living and taking care of the home. He stated that he along with Councilor Saums and two members of the

Historic District Commission met with both couples and selected Mr. and Mrs. Primett, noting that they were 18th Century Reenactors, and were looking forward to playing the role at the Nathan Lester House. He stated they discussed with Mr. and Mrs. Primett the oddities of living in a 1793 home such as it being the drafty home, etc. He stated both of the interested parties received a tour of the caretakers quarters prior to their meetings.

Mayor Allyn stated the town was ready to proceed with entering into a Lease Agreement with Mr. and Mrs. Primett, noting that Mrs. Primett was an avid gardener and that she was looking forward to working in the Lester House gardens.

NATHAN LESTER HOUSE LEASE

THIS LEASE AGREEMENT entered into on this ____ day of October, 2022, by and between the TOWN OF LEDYARD, a municipal corporation existing under the laws of the State of Connecticut (herein the "Lessor") and Sharon E. and Matthew S. Primett (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the Nathan Lester House and outbuildings, structures of historical significance and extensive acreage with walking trails) located at 153 Vinegar Hill Road, Gales Ferry, Connecticut (collectively the "Nathan Lester House Complex"); and

WHEREAS, Lessor deems the preservation of the Nathan Lester House Complex and the contents of the Nathan Lester House and outbuildings to be of benefit to the citizens of the Town of Ledyard and the State of Connecticut; and

WHEREAS Lessor desires to preserve and protect the Nathan Lester House Complex and the fixtures and furnishings of the Nathan Lester House and outbuildings, while at the same time making it available during regularly scheduled hours for the education, welfare, and enjoyment of the citizens of the Town of Ledyard and the State of Connecticut; and

WHEREAS, Lessor's Town Council by way of the Ledyard Historic District Commission (herein "LHDC") established the Nathan Lester House Committee (herein, "NLHC"), a standing committee of the Ledyard Historic District Commission; and

WHEREAS, Lessor and Lessee hereby agree to enter into this Lease Agreement under the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto hereby covenant and agree as follows:

1. Premises. In consideration of the rent hereinafter reserved and of the covenants, representations and agreements herein contained, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor a portion of the Nathan Lester House commonly known as the "caretaker's quarters" and consisting of the second story rooms therein contained, the first floor kitchen and bathroom and living area, as well as the garden areas, lawn, and the small kitchen garden at the end of the caretakers quarters and behind the caretaker's quarters (collectively "The Caretakers Quarters").
2. Occupancy and Use of The Caretakers Quarters. The Caretakers Quarters shall be occupied solely by the Lessee and their immediate family limited to up to four members in total and no one else and the use shall be strictly as a private residential apartment. Under no circumstances shall Lessee permit any person or persons to remain on the premises for a period greater than one (1) week without prior written consent of the Lessor; which consent may be withheld for any reason. Lessee may use the Main House with prior written permission for an evening or day provided it does not conflict with scheduled events. Lessee may cut firewood from dead trees on the property for Lessee's own use.
3. Term. Subject to the terms and provisions herein contained, and the attached Service Agreement, the term of this Lease Agreement shall be for one (1) year and shall commence on November 1, 2022 and shall terminate on 12:00 a.m._____, ~~2023~~ ~~2018~~ (the "Lease Term").

4. Lease Rate: The annual rental rate of the Caretaker's Quarters shall be Fifteen Thousand Five Hundred (\$15,500) DOLLARS, payable in monthly installments of One Thousand Two Hundred Ninety-One and 67/100 (\$1,291.67) DOLLARS. Rent is due on the first of the month and late on the tenth of the month. Lessee is also subject to possible eviction if late.
5. Renewal Term. Under no circumstances shall this Lease Agreement automatically renew. Upon the expiration of the Term hereof, and if agreed to, in writing, between Lessor and Lessee, the Lessee shall be the subject of a month-to-month tenancy under the same terms and conditions hereof unless and until a new lease agreement is entered into between Lessor and Lessee. If there is no such agreement between Lessor and Lessee, then Lessee shall be required to vacate the Nathan Lester House upon the expiration of the Term or any renewal thereof.
6. Security Deposit. The sum of One Thousand Two Hundred and Ninety-One and 67/100 (\$1,291.67) DOLLARS representing the security for the faithful performance and observance by Lessee of the above terms, covenants and conditions of this Lease Agreement on Lessee's part to be observed and performed is due and payable at the time of the execution and delivery of this Lease Agreement.
7. Lester House Rules.

All of the house furnishings and farm tools are owned by the Ledyard Historical Society. All aforementioned furnishings and tools are to remain in the Nathan Lester House and outbuildings.

 - (a) Lessee shall not re-arrange or remove from the Nathan Lester House or its outbuildings any furniture, fixtures, equipment, or other artifacts within the Nathan Lester House except as may be approved in advance, in writing, by the LHDC.
 - (b) During the term of use and occupancy, Lessee shall neither perform nor permit any practice that may damage or otherwise be injurious to the Nathan Lester House, its outbuildings, furnishings, or fixtures. Further, any maintenance or repair occasioned by the Lessee's misuse, neglect, or waste or that of the Lessee's visitors or invitees shall be the sole responsibility of the Lessee.
 - (c) Lessee shall not permit cigarette, cigar, pipe, vape or other forms of smoking or tobacco inhalant within or outside the Nathan Lester House or its outbuildings.
 - (d) Lessee shall not possess or allow any animals or pets within or outside the Nathan Lester House or its outbuildings; Select small farm animals may be permitted subject to conditions imposed by the LHDC.
 - (e) Lessee shall not use any type of space heater, without prior written consent from both the LHDC and NLHC.
 - (f) Lessee shall not install any outdoor television antennas or satellite dishes on or about the Nathan Lester House or its outbuildings.
 - (g) Lessee shall not place air conditioning units within the windows of the Nathan Lester House, without the prior written consent from both the LHDC and NLHC.
 - (h) Lessor will supply and maintain the stove, dishwasher, and refrigerator in the Caretakers Quarters. In case appliances fail, Lessee will notify Lessor, and Lessor will either have the appliance repaired or replaced.
8. Lessee's Obligations. Lessee covenants and agrees that it will, without additional charge perform the duties as noted in attached Appendix A to this Lease. (See Appendix A).
9. Utilities. In addition to the obligations set forth above, Lessee covenants and agrees that during the term of this Lease Agreement, Lessee shall pay for: a) Fifty (50%) Percent of all actual utility costs for heat and seventy-five percent (75%) for electricity. Under no condition, however, shall Lessee allow the temperature in the main house to fall below forty-eight (48) degrees Fahrenheit. Lessor shall not be responsible for any temporary interruption of any such services caused by circumstances beyond its control.
10. Smoke Detectors. Lessee shall keep and maintain the smoke detectors located within the Nathan Lester House in full operation and shall ensure that the batteries are operational at all times. Lessee hereby agrees to indemnify and hold Lessor, and its officers, employees, agents, attorneys harmless from and against any and all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees, and expenses), causes of action, suits, injuries, claims, demands or judgments which arise out of or from Lessee's failure to keep and maintain the smoke detectors.

11. Dangerous Materials. Lessee shall not keep on the premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Nathan Lester House or those that might be considered hazardous or extra hazardous by any responsible insurance company. Any ammunition shall be kept in a fireproof safe.
12. Lead Paint Disclosure. Lessee hereby acknowledges that the Nathan Lester House was built before 1978 and therefore, may contain lead-based paint. The federal government requires that landlords or sellers of property must disclose the potential presence of lead-based paint to their tenants or buyers. Attached hereto is a Lead Paint Disclosure, pamphlet, titled "Protect Your Family from Lead in your Home" and Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (see Appendix B.)
13. Alterations. Lessee will not make any changes, either structural, cosmetic or to the grounds to and of the Nathan Lester House or the Caretakers Quarters therein contained, without receipt of prior written consent from both the LHDC and NLHC. Lessee will not make any changes in the appearance of any walls, floors, ceilings, windows, doors, appliances, or fixtures. Lessee will not make any changes to furnishings without receipt of prior written consent from both the LHDC and NLHC; which consent may be withheld for any reason. Under no circumstances shall lessee make any electrical or plumbing changes or repairs.
14. Assignment and Subletting; Delegation or Assignment of Duties. The duties to be provided by Lessee hereunder are personal in nature and therefore Lessee shall not be permitted to delegate or assign any of its duties to any third-party without the prior written consent of both the LHDC and NLHC; which consent may be withheld for any reason. Further, Lessee covenants not to assign this Lease Agreement, nor to sublet the Nathan Lester House or The Caretakers Quarters, or any portion thereof, nor any space therein.
15. Right of Access. Lessor, the LHDC and NLHC may, at any time during the term of this Lease Agreement, and during reasonable hours, with twenty-four (24) hours notification to the Lessee when possible, enter either to view the Nathan Lester House or to show the same to others or to make repairs or to replace, alter or make new or change existing connections from any fixtures, pipes, wires, ducts, conduits, appliances, and other systems as needed.

Lessor, the LHDC and NLHC may, during the sixty (60) calendar day period preceding the expiration of the Term hereunder, enter to show the Nathan Lester House to prospective tenants, all at times that shall not unreasonably interfere with Lessee's use hereunder.

16. Damage to Premises; Inhabitable or Untenantable. If the Nathan Lester House, or any part thereof, shall, for any reason, become, inhabitable or untenable (as determined in the sole and absolute discretion of Lessor), Lessor shall have the right to terminate this Lease Agreement and neither Lessor nor Lessee shall have any further rights hereunder.
17. Lessee's Contents Insurance. Lessee shall be required to procure and maintain during the Term hereof, insurance sufficient to cover the replacement of its personal belongings and effects in the event of fire, theft, flood, or other damage. A certificate demonstrating the same shall be provided to Lessor prior to the commencement hereof and said certificate shall not be cancellable without at least thirty (30) days written notice to Lessor.

Additionally, Lessee shall procure liability insurance on The Caretakers Quarters covering both Lessor and Lessee liability for personal injury in the amount of \$1,000,000 per person and 1,000,000 per occurrence. Lessee will pay Lessor for any loss or liability that Lessor has or incurs arising out of Lessee's occupancy of The Caretakers Quarters. A certificate naming the Lessor as an additional insured shall be provided to Lessor prior to the commencement hereof and said certificate shall not be cancellable without at least thirty (30) days written notice to Lessor

18. Subordination of Lease. This Lease and Lessee's interest hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the Nathan Lester House by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances and any and all renewals or extensions of such liens or encumbrances.
19. Surrender of Possession. At the expiration of the Lease Term, Lessee shall surrender the Nathan Lester House and contents in as good a state and condition as they were at the commencement of this Lease Agreement, reasonable use, and wear thereof and damages by the elements excepted. Lessee shall remove all of its goods and personal effects from The Caretakers Quarters which are not the property of Lessor and shall yield up to Lessor the Nathan Lester House and all keys (and any copies thereof), locks and other furniture, fixtures and artifacts therein belonging.

20. Non-Discrimination. In carrying out the terms and provisions of this Lease Agreement, Both Lessor hereby affirms that neither party shall discriminate against any person for any reason, including, but not limited to, age, race, color, national ethnicity, sex, religion, family status, disability, marital status, sexual orientation, or lawful source of income.
21. Default. If Lessee fails to comply with any of the provisions of this Lease Agreement, including, but not limited to, the failure to comply with any duties imposed hereunder or which may be imposed by federal, state, or local rule, law, regulation, or ordinance, within seven (7) days after delivery of written notice by Lessor specifying the noncompliance and indicating the intention of Lessor to terminate the Lease Agreement by reason thereof, Lessor may terminate this Lease Agreement.
22. Abandonment. If at any time during the term of this Lease Agreement, or any renewals thereof, Lessee abandons the premises or any part thereof, Lessor may, at its option, obtain possession of the Nathan Lester House in the manner provided by law and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at its discretion, as agent for Lessee, re-let the Nathan Lester House, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease Agreement had continued in force and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the Nathan Lester House by Lessee, the Lessor may consider any personal property belonging to Lessee and left on the Nathan Lester House to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. For purposes of this paragraph abandonment shall be deemed to be defined as the continuous non-use by Lessee of The Caretakers Quarters for more than ten (10) calendar days.
23. Attorney's Fees and Costs. In connection with any litigation arising out of this Lease Agreement, the prevailing party shall be entitled to recover all actual costs incurred, including reasonable attorneys' fees.
24. Termination Without Cause. Notwithstanding anything herein contained to the contrary, either Lessor or Lessee may terminate this Lease Agreement without cause by giving the other written notice stating the date on which this Lease Agreement is to terminate. Such notice must be given at least thirty (30) days prior to the date of termination. If such written notice is given, this Lease Agreement shall terminate upon the date stated in the written notice.
25. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors and permitted assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease Agreement.
26. Recording. The parties agree that neither this Lease Agreement (nor a notice thereof) may be recorded in the Land Records of the town in which the premises are so situated. To record such shall constitute a material breach of this Lease Agreement.
27. Construction of this Lease Agreement. In construing this indenture, feminine or neuter pronouns shall be considered those of masculine form and vice-versa, and the plural for the singular, and the singular for the plural, in any place in which the context may require. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and any action or lawsuit arising from or relating to this agreement, shall be brought but only in the Superior Court of the State of Connecticut, County of New London.
28. Merger. This Lease Agreement, and all attachments hereto, embodies all the agreements between the parties and no representations not set forth herein in writing shall be binding on the Lessor or the Lessee, nor shall the modification or explanation of any of the terms or conditions of this lease be binding on the Lessor or the Lessee unless in writing and signed by them.
29. Waiver. No waiver of any breach or of any covenant, condition or agreement and no failure to give notice thereof shall constitute or operate as a waiver of any subsequent breach.
30. Notices. Notices as provided under this Lease Agreement shall be deemed duly given if sent by certified mail, express mail or overnight courier addressed as follows:
If to Lessor:

With a copy to:
Ledyard Historic Commission
c/o Chairman
741 Colonel Ledyard Hwy.
Ledyard, CT 06339
If to Lessee:

Signed, Sealed and Delivered in
the Presence of:

Frederic B. Allyn, III, Mayor
Duly authorized

COUNTY OF NEW LONDON)

SHARON E. PRIMETT

MATTHEW S. PRIMETT

COUNTY OF NEW LONDON)

COUNTY OF NEW LONDON)

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Commissioner of Superior Court

Notary Public: _____

My Commission Expires: _____

V. PUBLIC COMMENTS

Ms. Alyssa Martic, 821 Long Cove Road, Gales Ferry; and Mrs. Roberta Levandoski, 513 Colonel Ledyard Highway, Ledyard Garden Club co-Chairs requested a copy of the aerial photograph that delineated the different areas of the Nathan Lester House and who would be responsible to maintain the garden areas.

Mayor Allyn stated that he would provide the Ledyard Garden Club a copy of the copy of the aerial photograph that delineated the different areas of the Nathan Lester House and who would be responsible to maintain the areas.

VI. ADJOURNMENT

Hearing no further public comment, Chairman Dombrowski adjourned the public hearing at 6:23 p.m.

Transcribed by Roxanne M. Maher
Administrative Assistant to the Town Council

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council, hereby certify that the above and foregoing is a true and correct copy of the minutes of the Public Hearing held on November 9, 2022.

Attest: _____
Kevin J. Dombrowski, Chairman