



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Meeting**  
**Thursday, February 20, 2020**  
**Colchester Town Hall**  
**7:00 P.M.**

## Minutes

RECEIVED  
COLCHESTER, CT  
2020 FEB 24 PM 3:36  
Gayle Furman  
TOWN CLERK

**MEMBERS PRESENT:** First Selectman Mary Bylone, Rosemary Coyle(via phone), Denise Mizla, Denise Turner, Taras Rudko

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Registrar Dot Mrowka, Recreation Director Tiffany Quinn, Director of Public Works Jim Paggioli, Board of Finance Member: Andrea Migliaccio; Town Clerk Gayle Furman, Citizens: Katherine Kosiba, John Sawchuck, Nan Wasniewski, Lindsay Floyd, other citizens

1. **Call to Order:** First Selectman Bylone called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:** Members stood for the Pledge of Allegiance.
3. **Additions and/or deletions to the agenda:** D. Mizla motioned to add Annual Contract for Parking for Senior Center Trips at St. Andrews Church as new agenda item 13 and Resolution Relating to Regional Performance Incentive Program Grant Applications by SCCOG as new agenda item 14, seconded by D. Turner. Vote was unanimous. **MOTION CARRIED.**
4. **Citizen's Comment:** None
5. **Consent Agenda:**
  - a. **Approve minutes of the February 6, 2020 Board of Selectmen Meeting**
  - b. **Tax Abatements**

R. Coyle motioned to approve the consent agenda, seconded by D. Turner. Vote was unanimous. **MOTION CARRIED.**
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
  - a. **Open Space Advisory Committee – To be Interviewed – Lindsay Floyd for a possible term to expire on 3/5/2023:** L. Floyd was interviewed. A decision on the appointment will be voted on at the next meeting.
  - b. **Possible Appointment of Jack Faski to the Economic Development Commission for a term to expire on 10/31/2024:** D. Turner motioned to appoint Jack Faski to the Economic Development Commission for a term to expire on 10/31/2024, seconded by D. Mizla. Vote was unanimous. **MOTION CARRIED.**
  - c. **Reappointment of Kris Barnard to the Open Space Advisory Committee for a term to expire on 3/31/2023:**
  - d. **Reappointment of William Hochholzer Jr. to the Open Space Advisory Committee for a term to expire on 3/31/2023:**

R. Coyle motioned to reappointment Kris Barnard to the Open Space Advisory Committee for a term to expire on 3/31/2023 and reappointment of William Hochholzer Jr. to the Open Space Advisory Committee for a term to expire on 3/31/2023, seconded by D. Mizla. Vote was unanimous. **MOTION CARRIED.**

- e. **Reappointment of Eleanor Phillips to the TVCCA Board of Trustees for a term to expire 3/2/2021:** D. Mizla motioned to reappoint Eleanor Phillips to the TVCCA Board of Trustees for a term to expire 3/2/2021, seconded T. Rudko. Vote was unanimous. **MOTION CARRIED.**

- 7. **Presentation from Norton Park Committee on Fundraising Ideas:** The Chair of the Committee requested the topic of fundraising be listed on the agenda for discussion and possible action. The members of the committee who attended did not come prepared to discuss this topic and did not correct the agenda therefore, the business they intended to discuss was tabled.
- 8. **Discussion and Possible Action on the Concession Stand Proposal from Parks and Recreation:** T. Quinn reported that she had been in contact with Mr. Koji from FUD food delivery. He could offer sports leagues delivery of food to the rec fields. She also looked into having food trucks scheduled for Saturdays and Sundays. High schoolers could deliver pre packaged items. To have workers in the concession stand they would need to be trained. D. Turner and R. Coyle said they would need to have more information before being able to make a decision.
- 9. **Discussion and Possible Action on RFP for Concession Stand:** Mr. Sawchuck was given the opportunity to speak. He asked what the concerns were with his bid as he has given 10 years of good service out of the 11years he has held the contract. First Selectman Bylone said the board's job is to make sure the needs of the taxpayer are met and due to an unpaid bill with an electrician Mr. Sawcheck hired to do work for him at the concession stand and the stand not opening until the fall last year, she has concerns entering into contract with him again. T. Rudko asked for clarification on when the RFP had been awarded last year. T. Quinn said while it was late being signed, it had been awarded in May instead of April as it usually is. There were no known issues in any of the other years Mr. Sawchuck has held the contract.  
D. Turner motioned to approve the RFP for the concession stand to John Sawchuck for the year 2020, seconded by T. Rudko. Vote was 4-1 with M. Bylone opposed. **MOTION CARRIED.**  
D. Turner motioned to authorize First Selectman Bylone to sign the contract with Mr. Sawchuck for the concession stand, seconded by D. Mizla. Vote was unanimous. **MOTION CARRIED.**
- 10. **Discussion and Possible Action on the Formation of a Committee to Examine Fire Department Issues Including: Equipment, Staffing and Paramedic Program.**  
**Membership to include: First Selectman, Vice Chair of Board of Selectmen, Chair and Vice Chair of the Board of Finance, Chief Walter Cox and Deputy Chief Don Lee:**  
R. Coyle motioned to move forward with the formation of Committee to Examine Fire Department Issues Including: Equipment, Staffing and Paramedic Program.

Membership to include: First Selectman, Vice Chair of Board of Selectmen, Chair and Vice Chair of the Board of Finance, Chief Walter Cox and Deputy Chief Don Lee, seconded by D. Mizla. Vote was unanimous. **MOTION CARRIED.**

**11. Discussion and Possible Action on the Eversource, Yankee Gas easement by the Airline Trail:** J. Paggioli had submitted a memo that was given to members prior to the meeting recommending that an easement be granted to Yankee Gas.

D. Mizla motioned that the Board of Selectmen approve the granting of an easement to the Yankee Gas, doing business as Eversource Energy, for the installation, operations and maintenance of underground natural gas main as depicted on the attached mapping, along with the approval of the Joint use Agreement for utilities located within the easement area. Furthermore the Board of Selectmen authorizes the First Selectman to sign all necessary documents for granting of said easement and Joint Use of Agreement providing we get town attorney approval, seconded by D. Turner. Vote was unanimous. **MOTION CARRIED.**

**12. Discussion and Possible Action on the Purchase and Sales Agreement of 129 Westchester Road: CITIZEN'S COMMENTS:**

R. Coyle motioned to authorize the First Selectman to enter into a Purchase and Sales Agreement for the Town of Colchester with Nancy Norton Wasniewski, for the property known as 129 Westchester Road, as described in the attached document, and to sign said agreement as required, seconded by D. Mizla. T. Rudko questioned if asbestos or another issue becomes present, who is responsible for resolving the issue. J. Paggioli said that the Town will have the option to walk away from the deal. Vote was unanimous. **MOTION CARRIED.**

**13. Annual Contract for Parking for Senior Center Trips at St. Andrews Church:**

D. Turner motioned to approve the Facility Usage/Indemnity Agreement with Saint Andrews Parish and Diocese of Norwich and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Vote was unanimous. **MOTION CARRIED.**

**14. Resolution Relating to Regional Performance Incentive Program Grant Applications by SCCOG:**

T. Rudko asked why we have not participated in the past and if signing such an agreement would prohibit the Town from applying for grants ourselves. R. Coyle said that First Selectman Shilosky had attended meetings with SCCOG but she does not recall ever having received a resolution like this before. We pay a fee to belong to SCCOG and this resolution would allow us the opportunities and benefits for applying for grants. They can also assist us with grant writing if there are any grants we wish to apply for on our own.

R. Coyle moved to sign the Resolution. Four members voted in favor. T. Rudko abstained. *\*\*\*While a motion was made, it was later realized after the meeting that a second was not made. The motion will be re-acted upon at the next BOS meeting.*

\*\*R. Coyle left the meeting at this time.

**15. Citizen's Comments:** None

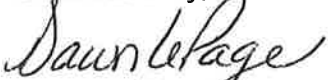
**16. First Selectman's Report:** M. Bylone reported that three used fire trucks were looked at but have more problems than what ours do. Less substantial repairs can be done to ET-1 for approximately \$15,000 which should give us another 18-24 months allowing us time to address the long term solution with better information. Citizens attended the BOF meeting to express continued concerns and dissatisfaction with the sports fields. There has been discussion about holding a Public Meeting with a presentation of the UCONN study done on the fields and have discussion on the lack of fields, field conditions, and what can be done and then field questions from citizens. Department Heads are starting to build their budgets. There is an October 1st deadline for sexual harassment training for all employees. We have increased our requirement for NIMS training. All Department Heads will be required to take levels 100 and 200. FOI training will be held March 3rd at Town Hall, 6:00p.m.. It was reported at a BOS meeting last year that the dog pound was being used by NECOG. The Town was paid \$4,000 for the use of the facility. NECOG later determined the building would take too much work to use and did not move in.

**17. Liaison Reports:** T. Rudko - Planning and Zoning: The moratorium on medical marijuana has expired. The consensus was they would not seek an additional moratorium. They are looking to have conversations with the Agricultural Commission regarding the potential for hemp and medical marijuana grown in Colchester. Water is required and they would be looking to extend the ability to have a growing facility in a zone not currently zoned for agricultural use.

**18. Adjourn:** D. Mizla motioned to adjourn. Seconded by D. Turner. Vote was unanimous. **MOTION CARRIED.** First Selectman Bylone adjourned the meeting at 8:16 p.m.

Please see the minutes of future meeting for any corrections hereto.

Submitted by,



Dawn LePage, Clerk

**Attachments:**

Eversource/Yankee Gas Easement


Memorandum from J. Paggioli

Purchase and Sale Agreement - Westchester Road

St. Andrews contract

SCCOG Resolution

## **Town of Colchester Interoffice Memorandum**

**To:** Mary Bylone, First Selectman  
**From:** James Paggioli, Director of Public Works   
**CC:**  
**Date:** February 17, 2020  
**Re:** Proposed Easement & Joint Use Agreement- Yankee Gas/Eversource/Bloom Energy –Airline Trail

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As part of the Natural Gas Line Project being conducted by Yankee Gas (dba Eversource Energy) to provide service to the Fuel Cell project by Bloom Energy located at 160 Old Amston Road, a Natural Gas distribution main (8" Low Pressure) is required to serve the project. The Fuel Cell project also requires that an 8" water main extension be installed to service the project.

Each of these Utility Main extensions will be paid for by Bloom Energy, not tax payers or Water System rate payers.

In evaluating potential line assignments that would serve the project and cause the least amount of disturbance to the residents of the Town of Colchester, the most advantageous location to the Town was utilized the Airline Trail Spur from Lebanon Avenue to Old Amston Road. The reasons are 1) The Town Water system exists within the Airline Spur trail and making the one mile extension will be a significant amount of work to the eventual looping of the Town water system in the Amston/Old Amston Road Area for water quality purposes at no cost to the rate payers; 2) The work does not require motor traffic delays, or disturbance of town owned roads except for the section along Old Amston Road between the Trail Spur and the Eversource Electrical Substation (roughly 1/10<sup>th</sup> of the entire route total); 3) Eversource already has an easement over the entire portion of property shown on the proposed Gas Easement, except that is for electrical line purposes, therefore the Town is not relinquishing anything new in regard to the easement language or restrictions; 4) The Town owns the property in fee simple and therefore controls the restoration process, which means that the full trail and will be rebuilt to its full width with new stone dust surface and improved drainage characteristics upon the completion of the main installations.

Since the Town has previously deeded an easement to Eversource (then CL&P) in 1973 (Vol 106 Pg 78) that encompassed the entire property that the Town owns from Lebanon Avenue to Old Amston Road, a Joint Use Agreement between Eversource and the Town of Colchester is the best means for each of the utility providers ( Electric, Gas, and Water) to mutually acknowledge that there are other utilities that share the same easement area. Normally this is not required for public roads, since there are existing Connecticut General Statutes that address the rights of utilities and municipalities within streets; however the Airline Trail Spur is technically municipal land being utilized as a pedestrian/bike trail similar to park land.

Attached are the Easement Document, (which is the standardized form typical for all similar easements), the plan that depicts the physical location of the easement, the Joint Use Agreement.

Due to the overall benefit to the residents of the Town of Colchester, I would recommend that the easement be granted to Yankee Gas (dba Eversource Energy) as shown on the attached documents and that the First Selectman be authorized to sign all required documents.

**Proposed Motion: That the Board of Selectmen approve the granting of an easement to the Yankee Gas, doing business as Eversource Energy, for the installation, operations and maintenance of underground natural gas main as depicted on the attached mapping, along with the approval of the Joint Use Agreement for utilities located within the easement area. Furthermore the Board of Selectmen authorizes the First Selectman to sign all necessary documents for granting of said easement and Joint Use Agreement.**

File No, E2009  
Please Return to:  
Real Estate Department  
Eversource  
63R Myrock Avenue  
Waterford, CT 06385

## **GAS DISTRIBUTION EASEMENT**

For a valuable consideration, receipt of which is acknowledged, the **Town of Colchester** grants unto **Yankee Gas Services Company dba Eversource Energy**, a specially chartered Connecticut corporation with offices in Connecticut, its successors and assigns with **WARRANTY COVENANTS**, the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild, across and under those portions of the Grantor's lands described herein (Easement Area) distribution systems for gas, consisting of pipes, valves, fixtures and other appurtenances useful for providing gas services and for any other purpose connected with the services or operations of a Public Service Company as defined in the Connecticut General Statutes (Facilities), including underground pipes running from such Facilities and Easement Area to any structures on the Grantor's lands (Services); the right to provide gas service to abutters by means of the same, and the non-exclusive right to cross and enter the Grantor's lands for the purpose of inspecting, maintaining, replacing, relocating or removing said Facilities and Services. Together also with the non-exclusive right, after consultation with the Grantor, when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the reasonable judgment of the Grantee are necessary to maintain said Facilities, Services and appurtenances.

Said Easement Area is located on the Grantor's lands on the **northerly** side of **Lebanon Avenue, Conn. Route 16** in the Town of **Colchester**, Connecticut, as more particularly described on a map entitled "**Map Depicting Easement Area to be Granted to Yankee Gas Services Company dba Eversource Energy Across the Property of Town of Colchester Colchester, Connecticut Scale: 1"=40' Date: 1/9/2020 Sheets 1 and 2 of 2**" which map has been on or will be filed in the office of the town clerk of said Town of **Colchester**, Connecticut.

The Grantor agrees and acknowledges that Grantee shall have the right, with the necessary materials, vehicles, personnel and equipment, to access Grantor's lands and to locate, install and operate its Facilities and Services within and from the aforementioned Easement Areas. Grantor further agrees and acknowledges that, except with the written permission of the Grantee no building, structure, or other improvement or obstruction shall be located upon or within the bounds of the Easement and Services Areas, with the exception of: low growth minimal rooting plantings; impervious or other suitable cover for drive, walk and parking areas; or temporary/portable surface facilities such as trash dumpsters. Grantor further agrees that nothing shall be attached, at any time, to any property of the Grantee installed by virtue of this Easement. To facilitate the installation, repair, replacement or maintenance of its Facilities and Services, the Grantee may in its reasonable judgment, at its option and without liability to and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed subsequent to the date hereunder which are contrary to the provisions of this Easement. In such event, Grantee shall, at the sole expense of the Grantor, restore the area disturbed to substantially the same condition as existed prior to such installation, repair, replacement or maintenance.

By acceptance of this Easement, for as long as and to the extent that Grantee's Facilities, together with all Services and appurtenances located on the Grantor's lands pursuant to this Easement are used to provide gas distribution and service, and notwithstanding any other agreement between the parties or anything herein to the contrary, the Grantee shall install, repair, replace and maintain such Facilities, Services and appurtenances at its own expense. With regard to any installation, repair, replacement or maintenance (Restorations) of said Facilities, Services and appurtenances, the Grantee shall promptly restore the area disturbed to substantially the same condition as existed prior to such Restorations provided, however, that such other restoration shall not include any structures, other improvements or plantings made or installed contrary to the provisions of this Easement. Any relocation of said Facilities and/or Services requested by or caused by any action on the part of the Grantor shall be at the sole cost of the Grantor.

Any Easement Area herein described and granted, or any interest therein or part thereof, may be assigned by the Grantee, wholly, jointly or in part, to any communication company, public service company or other entity associated with or succeeding to Grantee's business, and the Grantor hereby agrees to and ratifies any such assignment and acknowledges that the interest so assigned may be utilized by said assignee.

File No, E2009  
Please Return to:  
Real Estate Department  
Eversource  
63R Myrock Avenue  
Waterford, CT 06385

The terms "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

If any third party having an interest in the Grantor's lands, as the same are represented herein, shall initiate an action that will adversely affect Grantee's rights and Easement interests as herein granted, then Grantor, at its sole cost and expense, shall pursue and acquire any legal remedies or instruments as may be required to secure Grantee's Easement interests. Grantor shall defend and hold harmless the Grantee from and against any and all claims losses or liabilities whatsoever, including reasonable legal fees, arising from such actions.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed, sealed and delivered in the presence of:

TOWN OF COLCHESTER

\_\_\_\_\_  
Witness sign / print

\_\_\_\_\_  
Witness sign / print

\_\_\_\_\_  
Mary Bylone  
Its: First Selectman

**ACKNOWLEDGMENT**

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

S.S. \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned officer, personally appeared Mary Bylone, First Selectman, who acknowledged herself to be the person whose name is subscribed to the within instrument and acknowledged that she, being duly authorized to do so, executed the same for the purposes therein contained as her and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

\_\_\_\_\_  
Notary Public Seal Required  
My Commission Expires \_\_\_\_\_

**LEGAL TITLE SERVICES, LLC**

*Serving Connecticut*

**100 Tunxis Hill Road**

**Fairfield, CT 06825**

**Telephone: 203-333-1511**

**Facsimile: 203-366-6900**

PROPERTY ADDRESS: Lebanon Avenue  
Colchester, CT

DATE: February 3, 2020

**CERTIFICATE OF TITLE**

The undersigned hereby certifies that after an examination of the land records, as indexed, of the City/Town in which the land and appurtenances described in Schedule A are located, the undersigned is of the opinion that title in FEE SIMPLE is vested in **Town of Colchester** subject only to those matters appearing on Schedule B hereof.

This Certificate of Title is issued to **Yankee Gas Service Company d/b/a Eversource Energy** and is not assignable.

Certified to the 28<sup>th</sup> day of January, 2020 at 8:00 a.m.

**LEGAL TITLE SERVICES, LLC**



**By:**

\_\_\_\_\_   
duly authorized

Legal Title No. 19-171594A



## **SCHEDULE A DESCRIPTION**

All that certain real property, together with the improvements thereon, situated in the Town of Colchester, County of New London and State of Connecticut, containing approximately 3.55 acres, more or less, and being more particularly shown and designated as Lot 01A-000 on the Colchester Tax Assessor's Map No. 27-00. Said premises are also described as the abandoned railroad right of way, formerly belonging to the Colchester Railway Company, running between the northerly line of Lebanon Avenue (CT Rte. 16) and the southerly line of Old Amston Road in said Town of Colchester; being the same premises acquired by the Town of Colchester by Quit Claim Deed from the Trustees of The New York, New Haven and Hartford Railroad Company dated September 3, 1968 and recorded in Volume 94 at Page 196 of the Colchester Land Records.

Together with rights and easements as set forth in grants from Gusmar Properties L.L.C. dated September 4, 1998 and recorded in Volume 479 at Pages 63, 66 and 68, respectively, all of the Colchester Land Records.

Less and excepting therefrom all that certain real property conveyed by the Town of Colchester to Gusmar Properties L.L.C. by Quit Claim Deeds dated October 6, 1998 and recorded in Volume 479 at Pages 71 and 73, respectively, both of the Colchester Land Records.

## SCHEDULE B

1. Any and all provisions of any municipal regulation or ordinance, and any Federal, State, or Local public or private laws, with special reference to the provisions of any zoning rules and regulations governing the subject premises.
2. Such facts as an accurate survey and/or physical inspection of said premises might reveal.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed or recorded in the Town Clerk's Office.
4. Rights of present tenants, lessees or parties in possession not shown by the public records.
5. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Easements or other rights arising by adverse use or prescription, or otherwise, and not appearing in the chain of title for the Statutory period or marketable record title covered by this Certificate of Title, including, but not necessarily limited to, pole lines, wires, pipes, culverts, riparian rights, underground encroachments and any right the public may have in highways upon the land.
7. No liability is assumed for compliance with the requirements of any consumer protection, environmental protection, truth-in-lending, settlement procedures act, or similar law.

**NOTE:** ALL INFORMATION REGARDING TAXES AND SPECIAL ASSESSMENTS IS PROVIDED **FOR INFORMATIONAL PURPOSES ONLY**, SINCE DIRECT ACCESS TO THE TAX COLLECTOR'S RECORDS IS UNAVAILABLE AND RELIANCE MUST BE MADE UPON INFORMATION PROVIDED BY OTHERS. IT IS RECOMMENDED THAT THE AMOUNT AND STATUS OF PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS BE RECONFIRMED WITH THE TAX COLLECTOR'S OFFICE AND/OR RECEIPTED COPIES OF TAX BILLS BE PROVIDED.

8. Real Estate Taxes on the List of October 1, 2018 due and payable July 1, 2019 and January 1, 2020. NOTE: Said premises is reported to be tax exempt. Assessment: \$39,600.00 Map: 27-00 Block: -- Lot: 01A-000 List No: C0542400
9. Real Estate Taxes on the Grand List of October 1, 2019, not yet due and payable.
10. Water and sewer use charges as may be due and payable to Metropolitan District Commission.

11. Easement in favor of The Connecticut Light and Power Company as set forth in a grant dated April 9, 1940 and recorded in Volume 60 at Page 577 of the Colchester Land Records.
12. Easement in favor of American Telephone and Telegraph Company as set forth in a grant dated October 20, 1967 and recorded in Volume 104 at Page 397 of the Colchester Land Records.
13. Easement in favor of The Connecticut Light and Power Company as set forth in a grant dated June 7, 1973 and recorded in Volume 106 at Page 78 of the Colchester Land Records.
14. License Agreement by and between the Town of Colchester and the State of Connecticut for Wire, Pipe and/or Cable Transverse Crossing and/or Longitudinal Occupation within Railroad Right of Way dated July 3, 1996 and recorded in Volume 408 at Page 344 of the Colchester Land Records. *BING SEA -*
15. Notes, notations and conditions shown on Map No. 36-1619 and 44-2487 on file in the Colchester Land Records. *GUYMAN / STORAGE*  
*M.R.*

NOTE: The legal description contained in Schedule A attached hereto and made a part hereof is based on information obtained from the Colchester Tax Assessor's maps and field card data and the Colchester Land Records. The premises consist of land remaining from a railway right of way excepting and excluding various parcels conveyed. A current A-2 survey of the premises is recommended to accurately determine its acreage and boundary calls.

**END OF EXCEPTIONS**



107 Selden Street  
Berlin, CT 06037

Date: 1/17/2020

Mary Bylone  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Re: Joint Use Agreement for 8-inch Water Main in the Eversource Right northerly of  
Lebanon Avenue in the Town of Colchester

Dear Selectman Bylone:

Please find enclosed the Joint Use Agreement to allow the 8-inch water main in the Eversource Right of Way on the Town of Colchester property located northerly of Lebanon Avenue. Please review and execute two original Joint Use Agreements and send both to me. Eversource will execute both and send one fully executed original back to you for recording.

After recording, please send me town a clerk-certified copy of the recorded Joint Use Agreement. The Town of Colchester will be responsible for any expenses incurred for providing this service. If you should have any questions, please feel free to contact me.

Sincerely,

*Brian G. Alicea*

Brian G. Alicea  
Senior Right of Way Specialist  
T & D ROW and Survey Engineering  
107 Selden Street  
Berlin, CT 06037  
(860) 665-2543  
[Brian.Alicea@Eversource.com](mailto:Brian.Alicea@Eversource.com)

Enclosures

Return to:  
Eversource Energy  
Attn: B. Alicea  
107 Selden Street  
Berlin, CT 06037

**AGREEMENT AND CONSENT TO JOINT USE**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation, with its principal place of business at 107 Selden Street, Berlin, CT 06037 ("EVERSOURCE"); and the TOWN OF COLCHESTER., with a mailing address of 127 Norwich Avenue, Colchester, CT 06415( "COLCHESTER");

**WITNESSETH THAT**

WHEREAS, EVERSOURCE acquired an easement from the Town of Colchester, dated June 7, 1973, and recorded in Volume 106, Page 78 of the Town of Colchester Land Records (the "Easement"), which is essential to its operations in the Colchester area and Eversource has overhead distribution facilities and appurtenant equipment installed across the area that is subject to Easement, as set forth in the Easement (the "Easement Area");

WHEREAS, COLCHESTER is the fee owner of property located on COLCHESTER's lands northerly of Lebanon Avenue in Colchester, CT, which is subject to the Easement;

WHEREAS, COLCHESTER wishes to construct and maintain an 8-inch Water Main in the Easement Area under EVERSOURCE's overhead electrical distribution facilities ("8-inch Water Main"), as shown on a plan entitled "Water & Natural Gas Main Extension, Airline Trail, Colchester, Connecticut, December 19, 2019" (the "Plan"), which is attached hereto and made a part hereof, but will not be recorded herewith;

WHEREAS, the Easement prohibits the erection of any building and structures, and that nothing shall be attached to the property of EVERSOURCE within the Easement;

WHEREAS, EVERSOURCE desires to cooperate with COLCHESTER in the construction and maintenance of the 8-inch Water Main, and COLCHESTER desires to cooperate with EVERSOURCE to protect EVERSOURCE's electric facilities within the Easement Area and preserve its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) The definitions of terms that are set forth above in the preamble and the "Whereas" clauses to this Agreement are incorporated into and apply to this Agreement.

(2) This Agreement runs solely with the parcel of land as shown on the Plan and described in the Easement.

(3) EVERSOURCE consents to the construction and maintenance of the 8-inch Water Main and the use of a portion of the Easement Area by COLCHESTER as described above and shown on the Plan, *provided that* COLCHESTER complies fully with the requirements set forth in the Easement and this Agreement; and *further provided* that such consent will not constitute a waiver of any of Eversource's rights under the Easement as by this Agreement.

(4) COLCHESTER and EVERSOURCE agree to jointly use a certain portion of the Easement Area as described above and shown on the Plan, subject to the conditions contained herein.

(5) COLCHESTER and EVERSOURCE agree to use their best efforts to cooperate in said joint use of the Easement Area and to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating the facilities or determining rights of the other. EVERSOURCE's

review and acceptance of site plan submittals from COLCHESTER will be only to the extent that specific plan details are required for the evaluation of the requested joint use(s). EVERSOURCE review of such site plan submittals will not be a comprehensive engineering or drafting review, and EVERSOURCE will not be responsible for any loss suffered as a result of any site plan discrepancies. In addition, COLCHESTER also agrees that any field changes in the site plans within or affecting the Easement Area during construction or thereafter, or any blasting activities, future construction or change of use within the Easement Area will be subject to prior review and written acceptance by EVERSOURCE in accordance with this section (5). Requests for such approval shall be addressed to Shawn Southworth, Manager, Transmission and Distribution Rights of Way and Survey Engineering at telephone number (860) 665-2671 or EVERSOURCE's then current Manager, Transmission and Distribution Rights of Way and Survey Engineering at (800) 286-5000.

(6) COLCHESTER agrees to take all safety precautions when working under and/or near EVERSOURCE's its electric facilities, including but not limited to compliance with applicable Occupational Safety and Health Administration (OSHA) requirements.

(7) COLCHESTER agrees to provide notification to EVERSOURCE prior to beginning construction and/or maintenance of the 8-inch Water Main under or near EVERSOURCE electrical facilities and equipment within the Easement Area (see form UTRM 077-current version will be provided). Notification to EVERSOURCE shall be addressed to Barry Lashley, Manager, Distribution Engineering at telephone number (203) 245-5237 or the then current Manager of Distribution Engineering at (800) 286-5000.

(8) COLCHESTER agrees to use its best efforts to construct and maintain the 8-inch Water Main in a reasonable manner so that they do not interfere with or damage any electric facilities or other equipment owned, constructed or maintained by EVERSOURCE. COLCHESTER agrees to reimburse Eversource for the full costs to

EVERSOURCE as the results of any such interference and any damages that arise out of COLCHESTER's construction and/or maintenance activities within the Easement Area. COLCHESTER further agrees to pay EVERSOURCE in advance the full estimated costs for any relocation and/or changing of the electrical facilities or any other equipment owned, constructed or maintained by EVERSOURCE as may be required to properly operate, maintain, repair, remove and rebuild the same as the result of COLCHESTER's construction and/or maintenance activities within the Easement.

(9) COLCHESTER agrees to use its best efforts to use and maintain the 8-inch Water Main in a reasonable manner so that they:

(a) do not interfere with or damage the electrical facilities or other equipment owned, constructed or maintained by EVERSOURCE or prevent or hamper EVERSOURCE from replacing, repairing, rebuilding, operating, patrolling and removing said facilities or equipment; and

(b) do not prevent EVERSOURCE from complete and unobstructed access to and along the Easement Area and onto adjacent properties that abut the Easement Area. COLCHESTER further agrees to pay to Eversource the full costs incurred by EVERSOURCE due to any such interference or damage as a result of COLCHESTER's use of and/or maintenance activities within the Easement Area.

(10) Concurrently with COLCHESTER's execution of this Agreement, COLCHESTER is granting EVERSOURCE a reasonable right of access over and across adjacent lands of COLCHESTER to and from the EASEMENT AREA.

(11) COLCHESTER agrees not to pile any snow or construction materials or store any equipment within the Easement Area.

(12) COLCHESTER agrees that the plan and profile of the 8-inch Water Main in the Easement Area will be as depicted on the Plan.



(13) COLCHESTER agrees not to construct any other permanent structures within the Easement Area.

(14) COLCHESTER agrees not to place any wells or septic systems within the Easement Area.

(15) COLCHESTER agrees that, following construction and/or maintenance of the 8-inch Water Main, it will: dispose of all waste material, if any, outside the Easement Area; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement Area in a condition that is acceptable to EVERSOURCE.

(16) COLCHESTER agrees that if EVERSOURCE needs to construct additional transmission or distribution lines or upgrade current lines within the Easement Area, COLCHESTER will pay in advance the full estimated incremental additional costs, including, but not limited to, any costs associated with the acquisition of easement rights outside of the existing Easement Area, to EVERSOURCE that is attributable to COLCHESTER's use of the Easement Area, subject to adjustment to reflect actual cost incurred (including overhead costs) following completion of the such construction or upgrade work. If the actual incremental cost of such work is greater than the estimated amount previously paid by COLCHESTER, EVERSOURCE will invoice COLCHESTER for the difference between the actual incremental cost incurred by EVERSOURCE and the estimated amount previously paid, and COLCHESTER will pay such invoiced amount within thirty (30) days after receipt of the invoice from EVERSOURCE. If the actual incremental cost of such work is less than the estimated amount previously paid by COLCHESTER, then EVERSOURCE will pay COLCHESTER the difference between the estimated cost previously paid by COLCHESTER and the actual incremental cost incurred by EVERSOURCE within 30 days of determination of the actual incremental cost of such work.

(17) COLCHESTER further agrees to remove and/or relocate the 8-inch Water Main if such action is required for EVERSOURCE's use of the Easement Area. EVERSOURCE will make reasonable efforts to avoid the need for (or alternatively to reduce the extent of) removal and/or relocation of the 8-inch Water Main. COLCHESTER shall, upon receipt of written notice from EVERSOURCE of its intention to exercise its easement right to require removal or relocation, remove and/or relocate the 8-inch Water Main from that portion of its property subject to said easement right, at COLCHESTER's expense. EVERSOURCE shall give COLCHESTER at least six (6) months prior written notice of its intention to exercise said removal or relocation right. If COLCHESTER fails to remove and/or relocate the 8-inch Water Main within the 6-month notice period, EVERSOURCE will have the right to do so by any means selected by EVERSOURCE and to invoice the cost of such removal and/or relocation to COLCHESTER, which COLCHESTER must pay within 30 days of receipt of such invoice.

(18) COLCHESTER agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over its construction, as described herein, and shall be responsible for payment of any and all taxes levied on it, excluding any taxes levied on EVERSOURCE'S electrical facilities and equipment installed within the Easement Area.

(19) EVERSOURCE will have unimpeded access to its facilities installed within the Easement Area, and EVERSOURCE will not be liable for any costs including, but not limited to, the costs associated with or resulting from the removal of any obstructions installed by COLCHESTER and/or the replacement thereof by COLCHESTER and damages of any kind to COLCHESTER or any third party resulting from EVERSOURCE's exercise of its rights of unimpeded access to its facilities in the Easement Area. In addition, COLCHESTER will indemnify, defend and save harmless EVERSOURCE, its affiliate companies and each of their respective trustees, directors, officers, employees, contractors, successors and assigns from and against any and all loss, cost, damage, expenses (including attorney's fees), and from and against any and all

claims, actions or proceedings for property damage, personal injury or death that any of them or any third party may directly or indirectly suffer, sustain, be liable for or subject to and that arise out of COLCHESTER's use of the rights granted herein. Furthermore,

(20) COLCHESTER must provide evidence of at least the following insurance coverage (a) Comprehensive General Liability insurance, including broad form property damage liability, with a combined single limit for bodily injury and/or property damage of at least \$5,000,000 per occurrence; (b) Automobile Liability insurance with a combined single limit for bodily injury and/or property damage of at least \$2,000,000 per accident. The foregoing insurance requirements may be satisfied with multiple levels of insurance policies including umbrella insurance that provides excess insurance coverage for insurance coverage described above in items (a) and/or (b) of this Section (21). The foregoing insurance policies will be endorsed to: (i) name EVERSOURCE and its affiliates and their respective trustees, directors, officers and employees as additional insureds with respect to any and all third party bodily injury and/or property damage, (ii) contain a waiver of subrogation in favor of the additional insureds, (iii) be primary to any similar insurance or self-insurance maintained by the additional insureds, and (iv) require that thirty (30) days written notice be given to EVERSOURCE prior to any cancellation or material change in any insurance policy. Each insurance certificate evidencing the foregoing coverages shall list the location of EVERSOURCE's Right of Way.

(21) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

(22) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(23) The Agreement shall be interpreted in accordance with the law of the State of Connecticut and it shall be subject to the right of EVERSOURCE to require specific performance with respect to requirements set forth herein, including COLCHESTER's

compliance with law, regulation, safety requirements, regulatory permit or approval requirements and required work or conditions in the Easement Area.

(24) This Agreement contains the entire Agreement between the parties and any amendment thereof shall be in writing and executed by the parties to this Agreement.

(25) This Agreement and any amendments thereto shall be recorded in the Town of Colchester Land Records.

EXECUTED by the parties the day and year first above written.

***[End of Page]***

Witnesses

THE CONNECTICUT LIGHT  
AND POWER COMPANY d/b/a  
EVERSOURCE ENERGY

Sign \_\_\_\_\_

Print Name \_\_\_\_\_

Sign \_\_\_\_\_

Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Shawn Southworth, Manager,  
Transmission & Distribution  
Rights of Way and Survey  
Engineering

**ACKNOWLEDGEMENT**

STATE OF CONNECTICUT

SS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Shawn Southworth, Manager, Transmission & Distribution Rights of Way, Survey Engineering of The Connecticut Light and Power and Power Company dba Eversource Energy, who has proven to me with proper identification and/or through personal knowledge to be the person whose name is subscribed on the preceding or attached document, and acknowledged that he/she signed it voluntarily and of his/her free will and deed and as the free will and deed of such corporation for its stated purpose.

In witness, whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public -- My Commission Expires:

\_\_\_\_\_

Witnesses

TOWN OF COLCHESTER.

Sign \_\_\_\_\_

Print Name \_\_\_\_\_

By: \_\_\_\_\_

Sign \_\_\_\_\_

Its \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF CONNECTICUT

ss: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the TOWN OF COLCHESTER who has proven to me with proper identification and/or through personal knowledge to be the person whose name is subscribed on the preceding or attached document, and acknowledged that he/she signed it voluntarily and of his/her free will and deed and as the free will and deed of such corporation for its stated purpose.

In witness, whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public -- My Commission Expires:

\_\_\_\_\_

Commissioner of the Superior Court







## **Town of Colchester Interoffice Memorandum**

**To:** Mary Bylone, First Selectman  
**From:** James Paggioli, Director of Public Works *JP*  
**CC:**  
**Date:** February 12, 2020  
**Re:** 129 Westchester Road Purchase and Sale Agreement – Land adjacent to Proposed Norton Mill Park Property

---

During the activities occurring at the Norton Mill Park project, the abutting property owner of the premises at 129 Westchester Road has offered to sell that property to the Town of Colchester for the sales price of one (\$1.00) dollar. The property is a single family residence on 1.2 acres of land. The house on the premises is similar to the former single family residence that was located on 139 Westchester Road that was previously demolished. The first step of the acquisition requires that a Purchase and Sale Agreement be agreed to, in order for the Town to conduct inspections of the property prior to the final decision being made to acquire the property. The anticipated use of the property would require that the existing single family structure that is in marginal repair, be demolished. The parcel is directly north of the future park property and would be a prudent acquisition to increase the available land to the public and access to the Jeremy River. The present owner of the property has reviewed the proposed Purchase and Sale Agreement and has no issues with the document. I would recommend that Board of Selectmen authorize the First Selectman to sign the Purchase and Sales Agreement, and that the Town begin to conduct the necessary inspections once the agreement is in force.

As with the previous acquisition (at 139 Westchester Road), the final approval for the property acquisition will be brought before the Board of Selectmen for final approval once all inspection reports are completed.

**Proposed Motion:** The Board of Selectmen authorizes the First Selectman to enter into a Purchase and Sales Agreement for the Town of Colchester with Nancy Norton Wasniewski, for the property known as 129 Westchester Road, as described in the attached document, and to sign said agreement as required.

## PURCHASE AND SALE AGREEMENT

**PURCHASE AND SALE AGREEMENT** is made as of the \_\_\_\_ day of February, 2020 (the "**Effective Date**"), by and between **NANCY NORTON WASNIEWSKI**, an individual, from Colchester, Connecticut 06415 (the "**Seller**") and the **TOWN OF COLCHESTER**, a municipal corporation of the State of Connecticut, having an address of 127 Norwich Avenue, Colchester, Connecticut 06415 (the "**Purchaser**").

**WHEREAS**, Seller is the owner of a certain parcel of real property, together with the appurtenances thereto and buildings and improvements, located at 129 Westchester Road situated in the Town of Colchester, County of New London, and State of Connecticut, as more particularly set forth and described on the attached "**Exhibit A**", attached hereto and incorporated herein by reference (the "**Property**")

**WHEREAS**, Seller and Purchaser desire to enter into an Agreement for the purchase of the **Property** at 129 Westchester Road, Colchester, Connecticut, together with all buildings, improvements, and appurtenances located there on, as described in Volume 158 Page 786 of the Colchester Land Records, which is attached to this agreement as Schedule A; subject to the terms and conditions set forth in this Agreement.

### Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained in this Agreement the parties, intending to be legally bound, agree as follows:

1. **Agreement to Purchase and Sell.** The Seller and Purchaser agree that the Seller shall sell and convey to the Purchaser, and that the Purchaser shall purchase from the Seller, on or before the Closing Date (as defined below), the Property together with (i) all rights, title and interest of the Seller in the Property and together with any rights, privileges, rights of way and easements appurtenant to the Property, including, without limitation all mineral rights on or under the Property, development rights, air rights, and any easements, rights of way, riparian and water rights, or other interests in, on or under any lands located within the Property, or adjoining the Property, and all buildings and improvements located thereon; (ii) all of Seller's right, title and interest in and to the fixtures, equipment, appliances, and other tangible personal property located within and upon the Property (collectively called "**Personal Property**"); (iii) all transferable reports, approvals, licenses, permits, certificates, special permits, site plan approvals, and any variances, any Buildings Surveys in regards to environmental conditions of the buildings, that the Seller has obtained in regard to the Property; (iv) any and all other rights, privileges, and appurtenances owned by Seller and exclusively related to, or used in

connection with the Property, to the extent assignable. The Property and all items referred to in clauses (i), (ii), (iii) and (iv) are herein referred to as the "**Premises.**"

The Premises shall be conveyed subject to and in accordance with the terms, conditions and provisions as set forth in this agreement.

2. **Purchase Price.** Subject to the adjustments and possible proration's hereafter described, the Purchaser agrees to the Seller as the total purchase price for the Premise, the sum of ONE and 00/100 Dollar (\$1.00), (the "Purchase Price"). The Purchase Price shall be payable to the Seller by Cash or Certified/Bank Check on the Closing Date as defined below.

3. **Purchaser's Inspections and Approvals**

(a) **Inspections.** The Purchaser shall have the right to conduct any and all inspections of the Premises and the improvements thereon deemed necessary or desirable in the Purchaser's sole discretion, including but not limited to a geotechnical examination of the surface and subsurface conditions of the Premises and an environmental site assessment of the Premises, at the Purchaser's sole cost and expense (collectively, the "**Inspections.**") The Inspections shall be performed by the Purchaser within ninety days after the Effective Date of this Agreement, ("**Inspection Period**") The Purchaser shall have the right to extend said Inspection Period for two (2) additional 45 day periods each, should a Phase II Environmental Study of the Premises be required as determined by the Purchaser or their experts. Said extension shall be in writing and delivered to the Seller prior to the expiration of the Inspection Period or extension period.

Should the Purchaser determine, in its sole discretion, that the condition of the Premises is unacceptable, for any reason, then the Purchaser shall notify the Seller in writing of such determination, prior to expiration of the Inspection Period or extension period, together with a written statement that the Purchaser is terminating this Agreement. Upon such written notification of said termination to the Seller, the parties shall have no further obligations to each other under this Agreement. Additionally said agreement shall become null and void, with the exception of any reports that the Purchaser and Seller agree to share as noted herein.

(b) **Selectmen Approval.** The Purchaser shall be obligated to purchase the Premises only if the Purchaser has obtained final, unappealable, and binding approval to acquire the Premises as determined by The Town of Colchester Town Charter. ("**Town Approval**") Said Town Approval is intended to be obtained within 60 days after the conclusion of the Inspection Period or extension period. In the event that the Purchaser did not obtain Town Approval of the Premise acquisition in accordance with the Town of Colchester Charter, the Purchaser shall give written notice to the Seller of such, and this agreement shall terminate, and neither party shall have any liability to the other hereunder, except as expressly provided herein.

(c) **Cooperation.** At no cost to the Seller, the Seller shall cooperate with the Purchaser in regard to the Purchaser's Inspections, and the Seller will deliver or make available to the Purchaser copies of any and all reports, surveys, inspections, Title Reports and documents, in the best of their knowledge, within 10 days of the effective date of this agreement. It is noted that the Premises is presently unoccupied and not under any lease. For the duration of the Inspection Period (s) and through to Premises Conveyance Closing, that the Premises remain vacant and no lease be granted to a third party by the Seller.

**4. Environmental Matters.**

(a) The Seller agrees to allow the Purchaser or the Purchaser's Agents and representatives to access the Premises throughout the Inspection Period for the purpose of sampling and inspection of the Premises, ("**Assessment Work**"). All data and reports derived from said inspection shall be shared by the Purchaser to the Seller. There shall be no cost to the Seller for these reports. The Purchaser agrees that the Seller may have a representative present to observe all Assessment Work conducted on the premises, however any such representative shall not interfere with, direct, nor delay the Assessment Work. Said Assessment work shall be completed on or before the expiration date of the Inspection Period or any extension dates.

(b) The Purchaser agrees that any consultant, agent, or contractor performing Assessment Work shall provide to the Seller documentation of Insurance Coverage in accordance with the requirements as shown on "Exhibit B".

(c) The Assessment Work shall be at the Purchaser's sole cost and expense. The Purchaser agrees to keep the Property free and clear of any liens that may arise as the result thereof.

(d) All Activities undertaken in connection with the Assessment Work shall fully comply with applicable laws and regulations, including those applicable to worker safety and proper disposal of disturbed or discarded materials. The Purchaser shall conduct these activities to ensure minimal disturbance or damage to existing structures or any utilities. The Purchaser shall solely be responsible for the offsite disposal of any material taken or samples obtained during the Assessment Work.

(e) It is understood that the Seller makes no representation of the condition of the Premises, in regard to health or safety there in.

(f) In the event that this Agreement is terminated and the sale of the Property to the Purchaser does not occur, the Purchaser shall restore the Premises to the same material condition as existed prior to the commencement of the Assessment Work, unless otherwise agreed to by the Seller.

**5. Closing.** The closing of the purchase and sale of the premises shall take place at a mutually agreed to place and time to the Seller and Purchaser. The Closing shall take place within 60 days of the date of Town Approval. The Purchaser's obligation to pay the Purchase Price shall be conditioned upon the Seller providing the following:

- (a) The Seller shall convey good and marketable title; insurable by a title insurance company in the Title Company Pool as accepted by the Connecticut Bar Association, at regular rates.
- (b) The physical condition of the Property shall be generally the same as the date of the Purchase and Sales Agreement.
- (c) Possession of The Property shall be delivered by the Seller to the Purchaser free and clear of all tenancies and other occupancies.
- (d) Warrantee Deed in the proper Connecticut form (**the "Deed"**), sufficient to convey the Sellers fee simple interest in and to the Premises to the Purchaser, together with fund sufficient to pay all state and municipal taxes for this conveyance.
- (e) Any normal documents and items normally transferred at a real estate closing.
- (f) It is noted that the Purchaser shall pay for all recording costs at regarding the Deed at the Town of Colchester Town Clerk's office as applicable.

6. **Binding Effect.** The Agreement and the covenants and agreements contained herein, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. **Warranty of Signers.** Each individual executing and delivering this Second Amendment on behalf of a party hereto hereby represents and warrants to the other party that such individual has been duly authorized and empowered to make such execution and delivery.

**IN WITNESS WHEREOF**, Seller and Purchaser have hereunto set their hands as of the Purchase and Sales Agreement Effective Date.

**SELLER:**

NANCY NORTON WASNIEWSKI

By: \_\_\_\_\_  
Nancy Norton Wasniewski

Date: \_\_\_\_\_

**PURCHASER:**

TOWN OF COLCHESTER

By: \_\_\_\_\_  
Mary Bylone  
Its First Selectman  
Date: \_\_\_\_\_

786

QUIT-CLAIM DEED

136 AE

Chartered Legal Book Service, Inc.  
S. Norwalk, Connecticut

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT I, NICHOLAS NORTON of North Westchester, Town of Colchester,  
County of New London, State of Connecticut

for divers good causes and considerations thereunto moving, especially for the consideration  
of fifty thousand dollars (\$50,000.00)

received to my full satisfaction of Nancy Norton Wasniewski of  
the Town of Colchester, County of New London, State of Connecticut

have remised, released, and forever quit-claimed, and do by these presents, for  
myself and heirs, justly and absolutely remise, release, and forever

QUIT-CLAIM unto the said Nancy Norton Wasniewski

heirs and assigns forever, all such right and title as I the said Nicholas Norton

have or ought to have in or to that certain parcel of land, together with all buildings  
and improvements thereon, situated in North Westchester, Town of Colchester, County of  
New London, State of Connecticut, on the easterly side of Connecticut Route #149,  
bounded and described as follows:

BEGINNING at a point on the east side of Route 149, which point is the southwest  
corner of the within described premises, which point is marked by a Connecticut  
Highway Department marker, continuing

THENCE easterly along a line forming an interior angle of 99°28'30" with the east  
line of said Route #149, 146.69 feet to an iron pin; continuing

THENCE easterly along the same course from said iron pin to the east bank of the  
Jeremy River 103 feet more or less; continuing

THENCE along the east bank of the Jeremy River in a northerly direction 286 feet  
more or less, continuing

THENCE westerly from the point on said east bank of the Jeremy River to a point on  
the west bank of said river, 65 feet more or less; continuing

THENCE westerly along the same course 13 feet to a nail in a maple on said boundary  
line; continuing

THENCE westerly along the same course 98 feet more or less to the taking line of  
Route 149 as established by the State of Connecticut; continuing

THENCE southerly along said taking line, being the easterly line of Route 149,  
232 feet more or less to the point and place of beginning.

Said parcel contains approximately 1.2 acres and is bounded as follows:

North by land now or formerly of Harold Russell, et al;  
East by land now or formerly of Joseph S. Piskars, et al;  
South by land of Nancy Norton Wasniewski;  
West by Connecticut Route #149.

Being my share of Parcel 1 of the premises conveyed to me by The C. H. Norton Company  
by Quit-Claim Deed dated January 3, 1966 and recorded in the Colchester Land Records  
in Volume 87 at Pages 456-463 and the premises conveyed to me by Nancy Norton  
Wasniewski by Quit-Claim Deed dated December 31, 1986 and recorded in the Colchester  
Land Records immediately before this instrument.

05174 VOL 158 PG. 786-787

U61.158

787

To Have and To Hold the premises unto her, the said Grantee

and to her heirs and assigns, to the only use and behoof of her, her heirs and assigns forever, so that neither I, the said Grantor

, nor any person or persons in my name(s) and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, I

have hereunto set my hand this 31st day of December 1986

*Signed and Delivered in the presence of (Type or Print name below each signature.)*

..... Linda K. MacDonald

..... Nicholas Norton  
Nicholas Norton

..... Celia Anne Benzinger

STATE OF CONNECTICUT,  
COUNTY OF NEW LONDON

ss. COLCHESTER

December 31 1986

Personally Appeared NICHOLAS NORTON  
Signer(s) of the foregoing Instrument, and acknowledged the same to be  
free act and deed, before me.

.....  
Notary Public / J. of Peace / Commissioner of Superior Court

STATE OF CONNECTICUT,  
COUNTY OF

ss.

19

Personally Appeared  
acknowledged the same to be  
and the free act and deed of said corporation/partnership, before me.

Grantees' Address:

.....  
.....  
.....

Notary Public / J. of Peace / Commissioner of Superior Court





# Town of Colchester, CT

## Property Listing Report

Map Block Lot

06-12/013-000

Account

W0253200

PID

5251

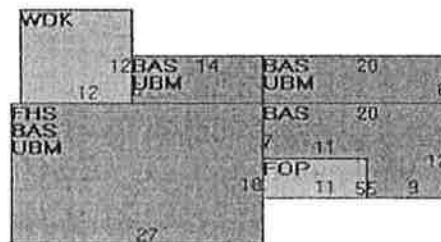
### Property Information

Property Location	129 WESTCHESTER RD
Owner	WASNIEWSKI NANCY N
Co-Owner	
Mailing Address	167 MARVIN RD COLCHESTER CT 06415
Land Use	1010 Single Fam
Land Class	R
Zoning Code	R60
Census Tract	NA
Sub Lot	
Neighborhood	NA
Acreage	1.2
Utilities	
Lot Setting/Desc	NA NA
Survey Map	
Additional Info	

### Photo



### Sketch



### Primary Construction Details

Year Built	1850
Stories	1.5
Building Style	Old Style
Building Use	Residential
Building Condition	NA
Floors	Pine/Soft Wood
Total Rooms	7

Bedrooms	2 Bedrooms
Full Bathrooms	1
Half Bathrooms	0
Bath Style	NA
Kitchen Style	NA
Roof Style	Gable
Roof Cover	Asphalt

Exterior Walls	Asphalt
Interior Walls	Drywall
Heating Type	Forced Air-Duc
Heating Fuel	Oil
AC Type	None
Gross Bldg Area	
Total Living Area	1215



# Town of Colchester, CT

Property Listing Report

Map Block Lot

06-12/013-000

Account

W0253200

## Valuation Summary (Assessed value = 70% of Appraised Value)

Item	Appraised	Assessed
Buildings	56500	39600
Extras	0	0
Outbuildings	0	0
Land	54100	37900
Total	110600	77500

## Sub Areas

Subarea Type	Gross Area (sq ft)	Living Area (sq ft)
First Floor	875	875
Open Porch	55	0
Wood Deck	144	0
Half Story, Finished	486	340
Basement, Unfinished	690	0
Total Area		1215

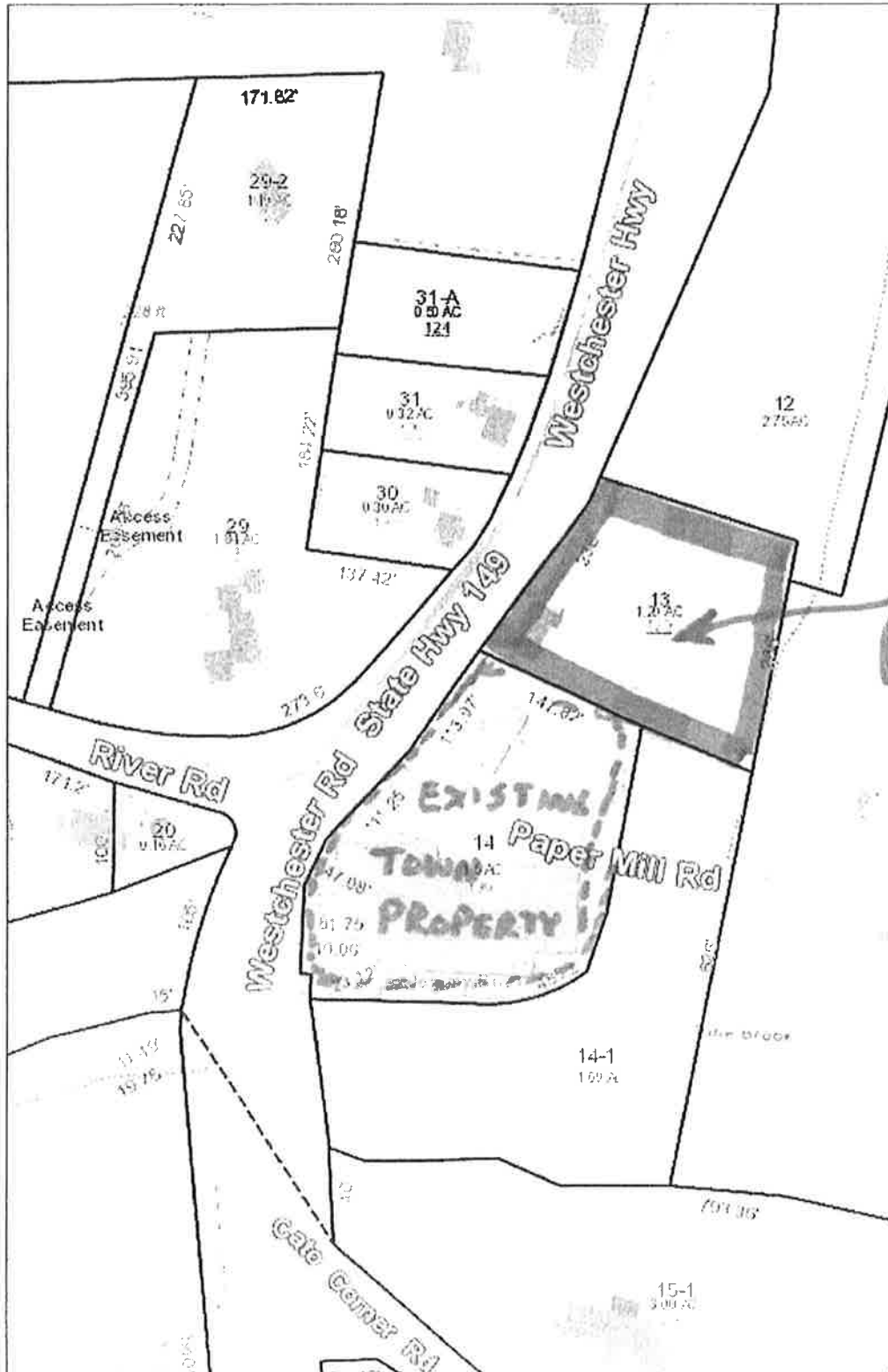
## Outbuilding and Extra Items

Type	Description

## Sales History

Owner of Record	Book/ Page	Sale Date	Sale Price
WASNIEWSKI NANCY N	0158/0786	12/31/1986	0

# Town of Colchester, CT



## Legend

- Street Labels
- Easements
- Historic Parcels
- Taxmap Extents
- Parcels
- Town Border

## Location



## Notes

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



1:1,688





# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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Patricia A. Watts, Director of Senior Services/Municipal Agent

## **MEMORANDUM**

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 2/19/2020

**Re:** Annual Contract for Parking for Senior Center Trips at St. Andrews Church

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Due to the limited availability of parking at the senior center, when out trips are scheduled we need to have our patrons park off-site. St. Andrews Church notified us that as of last year, the Diocese was requiring them to have a formal Facility Use and Indemnity Agreement on file, as well as certification of insurance. Attached, please find the agreement instructions, contract and insurance certificate (through 6/30/20), as requested. The Director of Senior Services will be responsible for coordinating dates of travel with St. Andrews Church office and ensuring that senior center members park in the very back of the lot, per the instructions of St. Andrews Church.

### **Recommended Motion**

Motion to approve the Facility Usage/Indemnity Agreement with Saint Andrew Parish and the Diocese of Norwich and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts

## FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: ST. ANDREW PARISH

PARISH is understood to include the Arch(Diocese) of NORWICH

FACILITY USER: COLCHESTER SENIOR CENTER, TOWN OF COLCHESTER

DATES OF FACILITY USAGE: ASSORTED DATES IN 2020

TYPE OF FACILITY USAGE: PARKING OF CARS IN CHURCH LOT FOR THOSE TRAVELING ON SENIOR TRIPS

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

(Must be an official agent of FACILITY USER)

NAME (Please print): MARY BYLONE, FIRST SELECTMAN

DATE: \_\_\_\_\_

# *Catholic Mutual... "CARES"*

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## **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 203 634-5701 E-MAIL ADDRESS:															
<b>INSURED</b> Town of Colchester 127 Norwich Avenue Colchester, CT 06415		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co. of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Allied World National Assurance Company	10690	INSURER C : Travelers Indemnity Company	25658	INSURER D : Travelers Property Casualty Co. of Amer	25674	INSURER E :		INSURER F :	
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP51N16626	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6306N371395	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5000			5111019000	07/01/2019	07/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7N16598A	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to General Liability, St. Andrews Church and the Diocese of Norwich are additional insured with regard to use of the St. Andrews parking lot located at 128 Norwich Avenue, Colchester, CT as an evacuation location for Colchester students and staff in the event of an emergency, as well as for general overflow parking for Colchester Town and BOE sponsored events.

## CERTIFICATE HOLDER

## CANCELLATION

St. Andrews Church  
 128 Norwich Ave.  
 Colchester, CT 06415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John J. Ullrich*

M O D E L

**RESOLUTION  
RELATING TO REGIONAL PERFORMANCE INCENTIVE PROGRAM  
GRANT APPLICATIONS BY SCCOG**

**RESOLVED**, that the City/Town of \_\_\_\_\_, hereby endorses and authorizes the Southeastern Connecticut Council of Governments (SCCOG) to make application to the Connecticut Office of Policy and Management (OPM) for Regional Performance Incentive Program (RPIP) funding for three projects: a Regional Code Enforcement Official (\$100,000); a Regional Grant Writer (\$80,000); and a Regional Human Resources Staff/Consultant (\$80,000); all of which could benefit the municipalities of the SCCOG region; and

**BE IT FURTHER RESOLVED**, that the City/Town of \_\_\_\_\_, authorizes the Council's Executive Director, James S. Butler, to make these applications and to execute and deliver the Agreement on behalf of the Southeastern Connecticut Council of Governments and to do all things necessary and appropriate to carry out the terms of the Agreement, including executing and delivering all agreements and documents contemplated by the Agreement.