


## Town of Colchester Interoffice Memorandum

**To:** Mary Bylone, First Selectman  
**From:** James Paggioli, Director of Public Works   
**CC:**  
**Date:** December 10, 2020  
**Re:** 129 Westchester Road Recommendation for Approval to Purchase.

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In accordance with the purchase and sale agreement for the premises at 129 Westchester Road, environmental testing was conducted. Copies of the P&S agreement, Board Selectman minutes of 2/20/20 depicting approval of the P&S agreement, and copy of the environmental report conducted by Mystic Air Quality Consultants are attached herein. Additional inspections of the premise by staff in regard to features that may be significant were also conducted.

The amount of materials that were asbestos containing within the premises was not significant in regard to a typical home of that era, and is an expected normal remediation quantity when evaluating these structures for demolition.

As such I would recommend approval for the purchase of the premise at 129 Westchester Road by the Town of Colchester in accordance with the Purchase and Sale Agreement.

Since the "consideration amount" of the purchase is one dollar (\$1.00), the acquisition meets the requirements of Article 1107 – Real Estate Purchases, Sales and Transfers; C-1107a (B) – "If the thresholds outlined above are not met such that a Town Meeting is required, the Board of Finance has the authority to approve real estate purchases and transfers following recommendation by the Board of Selectmen." (Copy of applicable Charter attached).

As such I would recommend that the Board of Selectmen pass the following motion:

**Proposed Motion:** The Board of Selectmen recommends to the Board of Finance for the approval of the purchase 129 Westchester Road for the consideration of One Dollar (\$1.00), in accordance with the Purchase and Sale Agreement and Colchester Charter provision C1107a (B), and further the Board of Selectmen authorizes the First Selectman sign all documents related to the closing of the property, subject to approval by the Board of Finance.

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**ARTICLE 1106, The Annual Budget Referendum**

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**§ C-1106a. The Annual Budget Referendum**

The Annual Budget Referendum shall be held on such date as determined by the Annual Budget Meeting. A minimum of two questions shall appear on the ballot for the Annual Budget Referendum. The first question shall require a vote of "Yes" or "No" on whether to approve the Board of Selectmen Budget (Including debt service and capital expenditure budgets) as recommended by the Annual Budget Meeting. The second question shall require a vote of "Yes" or "No" on whether to approve the Board of Education Budget as recommended by the Annual Budget Meeting. The Board of Finance may, at its discretion, also direct that an advisory question appear on the ballot for either or both budgets. Such advisory question(s) shall require a response of either "Too High" or "Too Low" to describe the proposed level of spending.

Any action taken at the Annual Budget Meeting that is approved at the Annual Budget Referendum shall be considered conclusively approved, and no further Town Meetings or referenda regarding the specific action may be called.

**§ C-1106b Recount of Annual Budget Referendum**


Recounts of the votes cast at the Annual Budget Referendum shall be pursuant to any applicable provisions in the General Statutes.

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**ARTICLE 1107, Real Estate Purchases, Sales and Transfers**

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**§ C-1107a. Real Estate Purchases, Sales and Transfers.**

- A. Notwithstanding any other provision of this Charter, the Board of Selectmen shall call a Town Meeting for consideration of the following actions:
- (1) approving real property purchases by the Town not previously budgeted for by the Town , for which the consideration given is an amount equal to or in excess of two percent (2.0%) of the Board of Selectmen Budget, excluding debt service and capital expenditures;
  - (2) approving the sale or other transfer of real property by the Town for which the appraised value of the real property that is the subject of such transaction is an amount equal to or in excess of 2.0% of the Board of Selectmen Budget, excluding debt service and capital expenditures.
-  B. If the thresholds outlined above are not met such that a Town Meeting is required, the Board of Finance has the authority to approve real estate purchases and transfers following recommendation by the Board of Selectmen.

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**ARTICLE 1108, Leases**

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**§ C-1108a. Leases.**



# Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

July 22, 2020

James Paggioli  
Town of Colchester Public Works  
127 Norwich Ave.; Suite 106  
Colchester, CT 06415

Re: **Pre-Demolition Asbestos Surveys (7/17/20)**  
Location 1: 108 Mills Street; Colchester, CT  
Location 2: 129 Westchester Road; Colchester, CT

Dear Mr. Paggioli:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition asbestos survey of accessible materials at the location noted above on July 17<sup>th</sup>, 2020. This survey was conducted by our Connecticut State licensed asbestos inspectors, Bryce Aston (license #000161) and Sawyer Gunnell (license #001077), to determine the presence of asbestos-containing materials. The samples were analyzed by polarized light microscopy at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

## Summary of the findings:

### Location 1: 108 Mills Street; Colchester, CT

Sample #'s	Material	Location	Est. Quantity
40-42	Roofing Shingles	Roof	1500 sq. ft.
43-45	TSI	Bsmt Crawl Area	200 ln. ft.
46-48	Elbows	Bsmt Crawl Area	10 Elbows
49-51	Shed Roofing	Shed	500 sq. ft.

### Location 2: 129 Westchester Road; Colchester, CT

Sample #'s	Material	Location	Est. Quantity
22-24	Bottom Layer Linoleum	Bathroom Floor	50 sq. ft.
34-38	Plaster Walls	Throughout	2500 sq. ft.

## Implications of the findings

As required by state and federal regulations prior to renovation or demolition, all the asbestos-containing materials that will be disturbed by renovation, will need to be removed by a licensed asbestos abatement contractor -employing trained and certified personnel who follow all pertinent asbestos abatement regulations.



# *Mystic Air Quality Consultants, Inc.*

*1204 North Road, Groton, Connecticut 06340*

*www.mysticair.com*

*maq2@aol.com*

*800 247-7746*

## **Limitations of the survey**

This survey and report only deal with accessible areas of the buildings. Additionally, there may be other non-accessible materials above ceilings, behind walls, and below floors that become evident during your renovation activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

## **Lead TCLP Analysis results-**

The results of the TCLP analysis indicate that the building materials from both of the above locations do not need to be disposed of as lead waste. The results of the samples were below the EPA's TCLP standard of 5 mg/L for lead.

Please do not hesitate to contact us with questions relating to the sample results. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, RS  
CEO

- Enclosure 1: Asbestos Lab Results & Chain of Custody -108 Mills Street; Colchester, CT
- Enclosure 2: Asbestos Lab Results & Chain of Custody -129 Westchester Road; Colchester, CT
- Enclosure 3: Rosters of Suspect Materials (both locations)
- Enclosure 4: TCLP Analysis and Chain of Custody
- Enclosure 5: Daily Job Log

## 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) Warranty 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: \_\_\_\_\_

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QUIT-CLAIM DEED

124 AE

Chartered Legal Blank Books, Inc.  
1100 North Main Street  
New Haven, 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, 63 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 I 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.

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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 1966

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

Linda K. MacDonald

Nicholas Norton

Celia Anne Benzinger

RECEIVED  
DEC 31 11 42

STATE OF CONNECTICUT, } ss. COLCHESTER  
COUNTY OF NEW LONDON

December 31 1966

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

Henry Public / A. of Power / Commissioner of Superior Court

STATE OF CONNECTICUT, } ss.  
COUNTY OF

19

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

Grantees' Address:  
Maryin Road, Colchester  
Connecticut 06411

Henry Public / A. of Power / Commissioner of 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

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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.



# 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

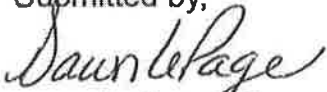
**16. First Selectman's Report:** M. Bylone reported that three used fire trucks were looked at but have more problems than what ours do. Less substantial repairs can be done to ET-1 for approximately \$15,000 which should give us another 18-24 months allowing us time to address the long term solution 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, CT

## Property Listing Report

Map Block Lot

06-12/013-000

Account

W0253200

PID

5251

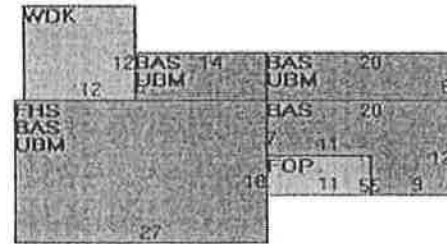
### Property Information

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	R80
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

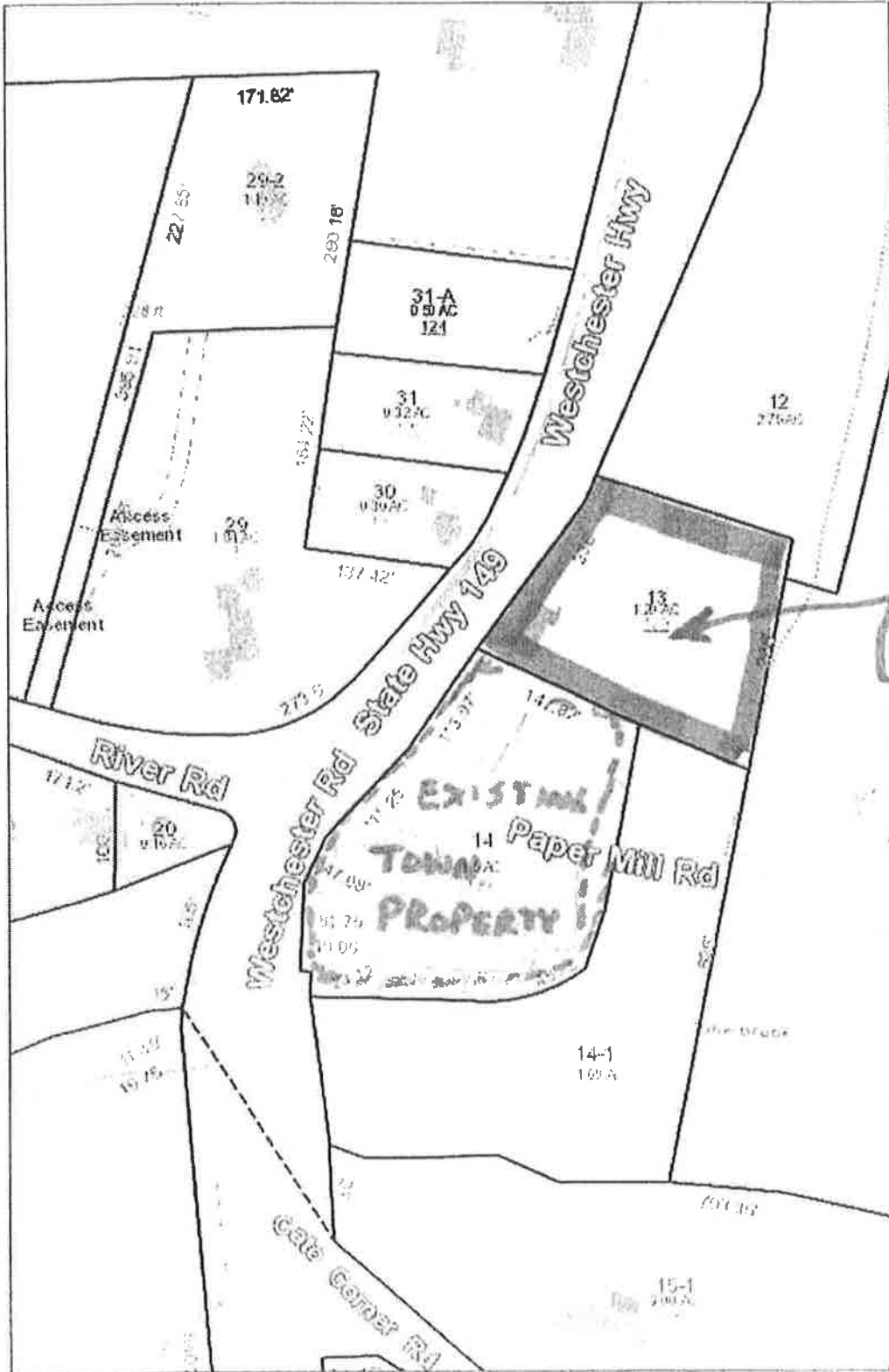
Year Built	1850
Stories	1.5
Building Style	Old Style
Building Use	Residential
Building Condition	NA
Floors	Pine/Soft Wood
Total Rooms	7

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



## Legend

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

PROPOSED  
129 WESTCHESTER  
PROPERTY  
ACQUISITION

## 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.



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