



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting via Zoom

Thursday, December 17, 2020 @ 7:00 PM

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/84047302125?pwd=Z1FFcjZXVFcrL0VidDVhNWxPKzNxUT09>

Or Telephone:

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782
or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 840 4730 2125

Passcode: 092508

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
 - A. Approve the Minutes of the December 3, 2020 Board of Selectmen
 - B. Reappointment of Jason Radachy to Zoning Board of Appeals for a term to end 12/31/2023
 - C. Reappointment of Bob Setschinsky to Zoning Board of Appeals for a term to end 12/31/2023
 - D. Reappointment of Mark Noniewicz to Planning and Zoning Commission for a term to end 12/31/2023
 - E. Reappointment of Jason Tinelle for Planning and Zoning Commission for a term to end 12/31/2023
 - F. Reappointment of Theodore Fuini for Open Space Commission for a term to end 3/31/2023
 - G. Appointment of Ian Lilly from Alternate to Member for the Planning and Zoning Commission for a term to end 12/1/2022
 - H. Tax Abatements
7. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
 - A. Resignation of Beverly Seeley from the Planning and Zoning Commission
 - B. Possible Appointment of Stephanie Smith as Alternate to the Planning and Zoning Commission for a term to expire 11/5/2023
8. Creating Ad Hoc Committee to Research Using Town Funds to Support Efforts to Secure Both Conservation and Agricultural Easements
9. Presentation on Collaborative for Colchester's Children (C3) by Cindy Praisner

Selectman@ColchesterCt.gov

860-537-7220

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2020 DEC 16 PM 12:46
Mary Bylone

10. Fund Balance Policy
11. Five Year Lease for Copiers with Prism Office Solutions
12. Approval of the Purchase of 129 Westchester Road
13. Community Foundation of Eastern Connecticut Grant Proposal for Norton Park
14. Resolution with Sustainable CT
15. CITIZEN'S COMMENTS
16. FIRST SELECTMAN'S REPORT
17. LIAISON REPORTS: Attached Commission on Aging Report and The 2021 Senior Resource Guide
18. ADJOURN

Heide Perham

From: cmsmailer@civicplus.com on behalf of Contact form at Colchester CT
<cmsmailer@civicplus.com>
Sent: Monday, December 7, 2020 11:47 AM
To: Heide Perham
Subject: [Colchester CT] Report Complaint - Chapter 16 - 12 Fern Drive (Sent by David Anderson, medmax@comcast.net)

Hello hperham,

David Anderson (medmax@comcast.net) has sent you a message via your contact form (<https://www.colchesterct.gov/user/1333/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/1333/edit>.

Message:

Based on Section 16-6 I am sending a notice to the First Selectman of the Town of Colchester to report a complaint on 12 Fern Drive of Colchester, CT.

The foundation of this complaint is based on section 16-3 Section D and sub-sections 3, 4 and 5.

12 Fern Drive has the following:

- Persistent accumulation of garbage or trash on the premise
- Neglect of inoperable motor vehicles and a camper trailer along with two or more unregistered vehicles
- Outside storage of automobiles, furniture, appliances and containers which are incapable of performing the function for which they were designed.

TO: BOARD OF SELECTMAN
FROM: DAVID K. ANDERSON

12/11/2020

SUBJECT: BLIGHT AT 12 FERRIS DRIVE

SOME TIME IN 2021 I PLAN TO LEAVE CONNECTICUT
I HAVE BEEN TOLD THE BLIGHTED PROPERTY
MIGHT AFFECT THE SALE OR SELL PRICE OF
MY HOUSE BECAUSE THE TOWN HAS FAILED
TO ENFORCE THE BLIGHT ORDINANCE.

I AM SURE THE TOWN DOES NOT CARE ABOUT
THAT.

I HAVE BEEN TOLD I MAY BE ABLE TO TAKE
LEGAL ACTION AGAINST THE PROPERTY OWNER
AND THE TOWN FOR NOT ENFORCING THE
BLIGHT ORDINANCE. I DO NOT WANT TO DO
THAT BUT I DO NOT FEEL I SHOULD HAVE A
PROBLEM SELLING MY HOUSE OR LOSING
MONEY BECAUSE TOWN OFFICIALS FAIL TO
DO THEIR JOB.

I EXPECT AN IMMEDIATE RESPONSE TO
TELL ME WHEN THE TOWN WILL ADDRESS
AND CLEANUP THE BLIGHT. DO THE JOB
YOU ARE PAID TO DO. I AM TIRED OF LOOKING
AT THAT JUNKYARD.



DAVID K. ANDERSON

127 BERRY LANE

COLCHESTER, CT. 06415



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Minutes
Regular Meeting via Zoom

Thursday, December 3, 2020 @ 7:00 PM

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Mizla, Denise Turner and Taras Rudko

1. CALL TO ORDER: First Selectman called the meeting to order at 7 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA: T. Rudko motioned to Delete 6E from the Consent Agenda, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
4. CITIZEN'S COMMENTS – H. Jean Smith spoke about the decorated tree on the green
5. CORRESPONDENCE
6. CONSENT AGENDA
 - A. Approve the Minutes of the November 19, 2020 Joint Board of Selectmen and Board of Finance Meeting
 - B. Approve the Minutes of the November 19, 2020 Board of Selectmen Meeting
 - C. Reappointment of Debbie Marvin to the Police Commission for a Term to Expire 11/15/2023
 - D. Reappointment of Carol Vaillancourt to the Police Commission for a Term to Expire 11/30/2023
 - E. Reappointment of Roberta Avery to the Commission on Aging for a Term to Expire 12/1/2023
 - F. Tax Abatements
 - R. Coyle motioned to approve the Consent Agenda, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
7. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
 - A. Discussion and Possible Action on the Appointment of Steven Durel to the Planning and Zoning Commission for a Term to Expire 12/15/2022: R. Coyle motioned to rescind Steven Durels appointment to the Planning and Zoning Commission for a term to expire on 12/15/2022, seconded by D. Mizla. **MOTION CARRIED 4-0-1 with T. Rudko abstaining.**
 - B. Possible Appointment of Timothy Francis to the Agriculture Commission for a Possible Term to Expire 11/19/2023: D. Mizla motioned to appoint Timothy Francis to the Agriculture Commission for a Possible Term to Expire 11/19/2023, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**
 - C. Possible Appointments to Parks and Recreation Commission

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COLCHESTER
2020 DEC -7 AM 10:26
TOWN CLERK

- I. R. Coyle motioned to appoint Dan Eveleigh as a member to the Parks and Recreation Commission for a term to expire 11/1/2023, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**
- II. R. Coyle motioned to appoint Nola Weston as a member to the Parks and Recreation Commission for a term to expire 11/1/2021, seconded by D. Mizla. **MOTION CARRIED 4-0-1** with T. Rudko abstaining.
- III. D. Turner motioned to appoint Anna Ackroyd as an alternate for a term to expire 1/1/2022, seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY**
- IV. T. Rudko motioned to appoint Tim Daniels as an alternate for a term to expire 11/30/2021, seconded by B. Bylone. **MOTION FAILED 1-4-0** with T. Rudko in favor.
- V. D. Mizla motioned to appoint Roseane Tousignant as an alternate for a term to expire 11/30/2021, seconded by R. Coyle. **MOTION CARRIED 4-0-1** with T. Rudko abstaining.
- D. Possible Appointment of Lindsay Floyd to the Historic District Commission for a Possible Term to Expire 11/30/2023: T. Rudko motioned to appoint Lindsay Floyd to the Historic District Commission for a Possible Term to Expire 11/30/2023 with the caveat that she must attend the next Historic District Commission meeting, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**
- E. Possible Appointment of Gerald Dillenbeck to the Economic Development Commission for a Possible Term to Expire 12/3/2025: Gerald Dillenbeck withdrew his application
- F. H. Jean Smith was interviewed for the Historic District Commission for a Possible Term to Expire 11/30/2023: D. Turner motioned to appoint H. Jean Smith for a Possible Term to Expire 11/30/2023, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**
- G. Stephanie Smith was interviewed for the Planning and Zoning Commission for a Possible Term to Expire 12/15/2022
8. Discussion and Possible Action on Sports League Endorsement Policy: D. Mizla motioned to remove section 4.4 and accept the revision of 4.3 in the policy for Field Scheduling, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
9. Discussion and Possible Action on the Platform Upgrade to the Police Pension Plan Administration: T. Rudko motioned to approve the platform upgrade to the police pension plan administration and authorize the First Selectman to sign all necessary documents.
10. CITIZEN'S COMMENTS: Tim Daniels spoke against the process of the Parks and Recreation Commission.
11. FIRST SELECTMAN'S REPORT:
 - Colchester COVID cases are currently at 30 cases per 100,000, there have been 67 new cases in the past two weeks.
 - Town Hall is closed to the public, but fully operational, until January 3 when it will be reevaluated.

- Working on getting ongoing COVID testing set up at the Citizens Bank in front of Town Hall. Beginning union negotiations.
- There will be a field presentation forum on Monday, December 14 at 6 p.m. via Zoom.
- First Selectman's first year report will be going out on Friday, December 4.
- Approximately 400 homes lost power due to the storm Monday, November 30. FS let the Board of Finance that the budget for tree removal has been exhausted.
- There continues to be an increase in building permits coming into the Planning and Zoning Department.

12. LIAISON REPORTS: D. Turner - no meetings to attend

T. Rudko – No meetings

D. Mizla – Youth Services Advisory Board – They continue to have hybrid programming, with the limited capacity at the youth center due to COVID. They are selling hand crafted ornaments. Working on the Resolution Run which people will run on their own and video themselves running.

R. Coyle – Chatham Health is overwhelmed with local COVID cases and contact tracing. There are 300 new cases within the district. They are preparing for the vaccination to be released and how that will be distributed. Long Term Recovery Committee – Last meeting they invited Tiffany Quinn to discuss physical space where people can do in person programming.

First Selectman – Unable to attend the Police Commission meeting but the commission was unable to purchase a pickup and will be purchasing an SUV instead.

13. ADJOURN: T. Rudko motioned to adjourn, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

Heide Perham

From: Matthew Bordeaux
Sent: Wednesday, December 9, 2020 4:27 PM
To: First Selectman
Cc: Heide Perham
Subject: PZC Membership

After speaking with the Planning and Zoning Commission Chairman, it is his recommendation that the vacant regular seat of the commission be offered to the alternate with the greatest seniority. As Beverly Seeley has recently decided to resign from the Commission, Ian Lilly will become the next most senior alternate member and is therefore the Chairman's recommended appointment to the regular seat.

Please let me know if I can be of any further service regarding this matter,

Matthew R. Bordeaux
Planning Director
Town of Colchester, CT
127 Norwich Ave.
Colchester, CT 06415
860.537.7282
www.colchesterct.gov

Zoning Board of Appeals-5 Members, 3 Alternates, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Laurie Robinson	D	860-917-5642	robinson@snet.net	12/1/2022
Vice Chair	Patrick Reading	R	860-705-8398	pmreading@yahoo.com	12/1/2023
Member	Jason Radachy	U	860-537-6532	jason.radachy@gmail.com	12/31/2020
Member	Michael Solis	D	860-537-2535	arcangelct@yahoo.com	12/1/2023
Member	Bob Setschinsky	D	860-608-4488	bsetchinsky@snet.net	12/31/2020
Alternate	VACANT				12/31/2020
Alternate	VACANT				12/31/2020
Alternate	VACANT				12/31/2023

Planning and Zoning Commission-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Joseph Mathieu	R	860-537-5918	jbmathieu@comcast.net	11/30/2022
Vice Chair	John R. Novak	R	860-537-4566	jrn4@snet.net	12/1/2021
Secretary	Mark Noniewicz	R	860-537-5066	mnoniewicz@comcast.net	12/31/2020
Member	Bruce Hayn	U	860-885-6189	brunohayn@yahoo.com	12/31/2022
Member	Meaghan Kehoeegreen	D	860-861-5924	meaghanerin@hotmail.com	12/1/2022
Member	Jason Tinelle	U	860-537-1613	tinelle_bosnia@yahoo.com	12/31/2020
Member	Ian Lilly	D	860-593-2363	ian_lilly@yahoo.com	12/15/2022
Alternate					12/31/2020
Alternate					11/5/2023

Planning and Zoning Commission

Heide Perham

From: Matthew Bordeaux
Sent: Tuesday, December 15, 2020 10:17 AM
To: First Selectman; joseph.mathieu@thehartford.com
Cc: Heide Perham
Subject: Fw: Planning and Zoning Commission

FYI.

From: Beverly Seeley <b_seeley@outlook.com>
Sent: Monday, December 14, 2020 5:01 PM
To: Matthew Bordeaux <planner@colchesterct.gov>
Subject: Re: Planning and Zoning Commission

Thank you the reminder....

12/14/2020,

To whom it may concern,

It has been a eye opening experience being part of the P&Z Committee. All of you have shown great regard in planning for this town. It is with much regret that I have decided to resign from the Committee.

Respectfully,
Beverly D Seeley

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From: Matthew Bordeaux <planner@colchesterct.gov>
Sent: Monday, December 14, 2020 2:43:14 PM
To: b_seeley@outlook.com <b_seeley@outlook.com>
Subject: Planning and Zoning Commission

Greetings Beverly,

I just wanted to remind you to please send in a letter or email regarding your resignation from the Commission. I need something in writing to make it official before I can move any other new members into regular roles.

Thanks Beverly,

Matthew R. Bordeaux
Planning Director
Town of Colchester, CT
127 Norwich Ave.
Colchester, CT 06415
860.537.7282



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 11/18/2020

BOARDS & COMMISSIONS APPLICATION

Name: Stephanie Smith

Address: 12 Broadway St. Colchester, CT. 06415

Home Phone: _____ Email: stephanie.garvsmith@gmail.com FAX: _____

Cell Phone: 860-617-5582 Town Residency 23 Years

Party Affiliation: ☒ Democrat ☐ Republican ☐ Unaffiliated (check one)

Commission or Board you are interested in serving on: Planning & Zoning Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Bacon Academy, 4 yrs, graduated 2005

College: Manist College - Poughkeepsie, NY, 4 yrs,
BA. Communication, Minor Studio Art
graduated 2009

Trade, Business Or Correspondence School: Sales + graphic design

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

TEAM Enterprises - Bachelors USA, Fort Lauderdale FL
Teeling Whiskey Brand Ambassador - Philadelphia, PA
2 years - moved back to Connecticut.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? yes

Why are you interested in serving? Recently moved back to town after living in Philadelphia for 10 years. I have a vested interest in the town's growth + development and want to become involved to share ideas and take action in areas that will improve the town - specifically, tourism.

Do you have any experience or familiarity with this area? My family has lived in downtown Colchester for over 30 years - so I have witnessed many changes within the town. Having lived 10 years in Philadelphia, I offer a fresh perspective on how to embrace historic integrity and beauty without sacrificing commercial and economic development. As someone who plans to invest myself, via a business, in town, it is of great interest.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? _____

Date: 11/18/2020

Signature: Stephan L. M.

Heide Perham

From: Leslie Curtis <lesliescurtis@yahoo.com>
Sent: Thursday, December 10, 2020 3:31 PM
To: First Selectman; Heide Perham
Cc: Johnbarn; Lisa Hageman; Cathy Shea; David Levine
Subject: Info from Colchester Land Trust for BoS Zoom Meeting on December 17, 2020

Hi Mary and Heide,

The Board of the Colchester Land Trust met by Zoom on Tuesday evening, December 8th and voted to endorse the idea that our group should petition the Board of Selectmen to form an ad hoc committee to investigate and make recommendations to the BoS about what language changes would need to be made to town government rules and regulations to allow the town to participate in funding conservation and/or agricultural easements in conjunction with groups like ours. I hope the Selectmen will be able to act on this concept at that meeting since I have previously discussed this concept with each of them in some depth.

The CLT members who are cc'ed on this email are the ones who have so far indicated to me an interest in joining the meeting by Zoom and their email addresses can be found by hovering with the mouse over their names. Please add all of them (and me, of course) to the distribution of the Zoom link to the December 17th meeting of the Selectmen

I am anticipating that Lisa Hageman will want to be a major participant in this meeting along with me, and others may have perspectives to offer to the Selectmen as well. (Also other CLT members may express an interest in attending this meeting, and if they do, I will send their email addresses to you, too, for subsequent inclusion in distribution of the Zoom link.)

We would appreciate it if this topic could be addressed early in the course of the meeting so that we can all exit the Zoom session once this piece of business has been concluded on the BoS agenda for the evening.

Thank you,
Leslie

Reasons to Recommend Concept of Permitting the Municipal Funding of Agricultural and/or Conservation Easements to Preserve Our Rural Heritage

Background:

The Town of Colchester's current regulations require its outright ownership of any land which is purchased using its municipal tax dollars. Such transactions remove land so purchased from our municipal tax rolls. And this also makes the Town fully responsible for future property maintenance expenses on these lands.

The requirement for ownership also is understood to mean that no town public funding can be used to partner with not-for-profit land conservation groups to help purchase conservation and/or agricultural easements on property here in town.

Easements on land have been historically used to extinguish future development rights (as well as specific other land use restrictions) on acreage which a willing landowner and a willing conservation group (whether an agency of the state or one of the many non-governmental groups like the Connecticut Farmland Trust or the Colchester Land Trust) agree to mutually acceptable terms. Once an easement contract is signed, its terms will govern land uses on that property in perpetuity rather than only apply to the property-owner who is party to the original contract.

Lands protected by covenants of easement contracts remain on the local property tax rolls. Landowners can sell or transfer such assets to other owners who will be well aware that they will be bound by the terms of the easement documents. The participating conservation group is the responsible party for stewardship of the property to ensure that the terms of the easement contract are followed to the letter and/or that violations are duly reported and re-mediated.

This is not a radical idea. Several other towns in our state (among them our neighboring town of Lebanon) have been using their municipal funds to participate financially with private conservation groups in their efforts to fund such easements for agricultural or open space land preservation purposes.

According to the 2020 Budget Survey, about two-thirds of those who responded answered the question about the value to them of preserving open space and farmland as either Very or Somewhat Important way to preserve our rural environment and is seen as a positive civic goal. Easements provide great “bang” for the land conservation “buck” and will be a wise use of local taxpayer dollars.

Recommendation:

That the Colchester Agriculture Commission should advocate for this concept before our Board of Selectmen. The recommendation should include that a task-force be authorized by the Selectmen to identify and recommend specific changes which would need to be made to the language of current Town government rules and regulations to permit public funds to be spent to support the efforts of private land conservation groups to fund such agricultural and/or conservation easements that are deemed by the Agriculture Commission, the Conservation Commission and/or the Open Space Advisory Commission to be a worthy municipal benefit.

Notes:

Over time, without a plan and civic or private land conservation efforts and interventions, the natural tendency is a relentless trend towards the steady reduction of open space and farmland into more intensive development by both residential and commercial land uses. This proposal to increase the ways which the Town of Colchester is authorized to expend municipal funds for land conservation purposes is intended to be an additional option that our town can use in the goal to protect important parcels that give our town its “rurban” character. Appropriate opportunities to do this arise with great degree of unpredictability.

The Colchester Land Trust (CLT) is an accredited private 501(3)(c) charitable organization whose goal is to foster the protection of open space and farmland in our town. This is an entirely volunteer operation whose success has depended upon private philanthropy as well as from grants from private or public conservation entities at both the state and national levels. CLT, however, has only a finite ability to raise funds necessary for its land conservation mission.

The CLT has been approached by many landowners over the years who desire to preserve their properties from future development, many of these in our town are “land rich” but cash poor, having insufficient outside income to take advantage of potential income tax benefits of donating their land to the CLT or any other land conservation organization. In the future some financial assistance from our town will help all such efforts be more successful at this goal as opportunities arise by landowner request. The great need is for private groups to be able to partner with the Town when land conservation goals are mutual by having a nimble financial partnership methodology to help raise the money to fund these civic investments in the long-term quality of life here that a majority of our citizens value.

TOWN OF COLCHESTER

FISCAL VALUE OF LAND USE

FUNDED BY

CT DEPARTMENT OF AGRICULTURE AG-VIABILITY GRANT

Cost of Community Services Study

Build-out Analysis

Fiscal Impact Projection

Prepared by

Paula Stahl, LLA, AICP

Stahl & Associates LLC

January 7, 2013

The Cost of Community Services Study is a tool used to demonstrate the cost to provide town services on a land use basis. The American Farm Land Trust developed the model 30 years ago, since then it has been used across the country to evaluate the differences between revenue generated and services required by specific land uses.

A **Build-Out Analysis** estimates the potential future development based on the amount of undeveloped land, site development limitations and zoning regulations.

Fiscal Impact Analysis studies how future development might impact the town's Mill Rate.



COST OF COMMUNITY SERVICES STUDY

Cost of Community Services Studies (COCS) are case studies that use a consistent methodology to determine the fiscal contribution of current land uses of a particular town. Because the methodology is consistent, COCS Studies can be compared to other towns. A COCS Study is a snapshot in time, for Colchester the snapshot is of fiscal year 2012-2013, and analyzes revenues and expenditures for each type of land use. A COCS Study provides a baseline of current information and a tool for comparison. The results of the Colchester COCS Study will be used with the results of the Colchester Build Out Analysis for a Future Fiscal Analysis.

METHODOLOGY

For this COCS Study Colchester's budget and other financial data for the 2012-2013 fiscal year was analyzed along with the Colchester Grand List of 10/1/11, the basis for determining Colchester's Mill Rate for 2012-2013. The Study focused on the amount needed to be raised by local taxes on property assessed (real estate, motor vehicles and personal property) to support the town services used. The findings are in the form of ratios that compare Colchester's 2012-2013 budgeted revenue to the budgeted expenditures allocated over Colchester's unique mix of land uses.

The basic steps of the study are:

1. Collect budget data for Colchester's 2012-2013 revenues and expenditures,
2. Determine the major land use categories in Colchester,
3. Allocate the full taxable Grand List by each land use category,
4. Allocate the town's revenues and expenditures by each land use category,
5. Analyze the data and calculate the revenue-to-expenditure ratios for each land use category.

For Colchester's Study, the data collected included the Fiscal Year 7/1/12 to 6/30/13 approved budget by department and category, debt payment schedule, detailed real estate assessment for 6386 properties, motor vehicles by assessment category and personal property by assessment category.

After reviewing the Grand List, it was determined that this Study will use the same major land use categories as the majority of other communities across the country. The categories are:

Residential: Single- and multi-family residences, condominiums, apartment buildings, and rental units and the people that inhabit them.

Commercial/Industrial: Businesses (such as retail, service and restaurants), manufacturers, industrial uses and utilities.

Open Space/Farm/Vacant: Undeveloped parcels, forestland, farmland and land zoned residential or commercial and assessed as excess land.

TOWN OF COLCHESTER: FISCAL VALUE OF LAND USE

GRAND LIST ALLOCATION BY LAND USE CATEGORY

Colchester's Assessor's 10/1/11 Grand List was analyzed and properties allocated by the type of land uses per the assessor's database. The following summarizes the results of the analysis. The grand total of taxable properties is \$1,186,104,840 as shown on the Mill Rate Calculation page of the budget document and used to determine the Mill Rate of 28.80 for the fiscal year 2012-2013.

Table 1
Town of Colchester
Grand List Data

	Residential	Commercial Industrial	Open Space Farm/Vacant	Total
Taxable Property:				
RE : Residences	870,216,010			870,216,010
less exemptions	(1,448,005)			(1,448,005)
RE: Commercial		117,725,670		117,725,670
RE: Open Space, Farm, Vacant			34,803,750	34,803,750
Motor Vehicles - by code	94,441,230	20,668,760	279,300	115,389,290
Personal Property - by code	978,020	33,274,075	3,666,030	37,918,125
Motor Vehicle supplement - by code %	10,803,639	2,364,410	31,951	13,200,000
Budgeted Prorates and BAA adjustments - by %	(1,395,420)	(249,077)	(55,503)	(1,700,000)
Total	973,595,474	173,783,838	38,725,528	1,186,104,840

BUDGET AND REVENUE ALLOCATIONS BY LAND USE CATEGORY

Each of Colchester's budgeted revenue and expenditure line items were allocated to the same three land use categories as the Grand List allocation. Each budget allocation was based on the 2012-2013 approved budget line item by line item for both revenues and expenditures. For example, the revenue items for a library grant and library fines and fees were allocated at 100% to the residential land use as was the budgeted expense for Cragin Library. Real estate tax revenue was allocated according to the Grand List Data shown above times the Mill Rate of 28.80. Certain revenues and expenditures were allocated by the percentage of each land use category to the total grand list.

Colchester's expenditure budget for 2012-2013 was \$50,281,526 offset by an equal amount of revenues from local taxes, intergovernmental sources, fees, interest and other revenues. The summary of the Study is shown in Table 2 on the following page.

TOWN OF COLCHESTER: FISCAL VALUE OF LAND USE

Table 2
Town of Colchester
Summary - Cost of Community Services
Based on 2012-2013 FY Budget

	2012-2013 Budget Total	Residential	Commercial Industrial	Open Space Farm/Vacant
Grand List	1,186,104,840	973,595,474	173,783,838	38,725,528
Revenue				
Real Estate Tax Revenue	28,853,792	23,684,181	4,227,554	942,057
Personal Property Tax Revenue	1,092,042	0	1,004,679	87,363
Other Taxes	4,266,649	3,493,711	743,792	29,146
Total Tax Revenue	34,212,483	27,177,892	5,976,025	1,058,566
Intergovernmental Revenues	14,889,100	14,760,386	116,937	11,777
Local Revenue	1,120,829	896,641	190,452	337,366
Other Revenues	59,114	46,959	10,326	1,829
Total General Fund Revenue	50,281,526	42,881,878	6,293,740	1,105,908
Town Government Expenditures				
General Government	3,266,599	2,785,872	408,880	71,847
Public Safety	2,211,618	1,886,147	276,828	48,643
Public Works	3,271,201	2,789,797	409,456	71,948
Community & Human Services	1,385,631	1,385,631	-0-	-0-
Capital Projects & Debt Pmts	2,622,317	2,580,847	35,272	6,198
	12,757,366	11,428,294	1,130,436	198,636
Board of Education	37,524,160	37,524,160	-0-	-0-
Total General Fund Expenditures	50,281,526	48,952,454	1,130,436	198,636
Total Revenue	50,281,526	42,881,878	6,293,740	1,105,908
Total Expenditure	50,281,526	48,952,454	1,130,436	198,636
Cost of Services Used for every \$1 Paid in Taxes		1.14	0.18	0.18

COST OF COMMUNITY SERVICES STUDY SUMMARY

The results of the Study show that for every \$1 paid by a residential use, \$1.14 is used in services, meaning that residential properties do not provide sufficient revenue to support the cost of services provided to them. The results for the other two land use categories both indicate that for every \$1 paid by those uses, only 18 cents is needed for their services. Table 3 below shows the results of this study for Colchester, and Table 4 shows the results from similar studies in Connecticut.

Colchester Cost of Community Services Study			
The dollar cost of services for every dollar paid in local taxes			
	Residential	Commercial Industrial	Open Space Farm/Vacant
Colchester 12-13	1.14	.18	.18

Table 3. Cost of Community Services Study shows the amount of services provided to each land use category for every \$1.00 paid in local taxes. These results indicate that as land use shifts from undeveloped to residential use, the demand for services increases. This increased demand will result in an increased Mill Rate.

Other Connecticut COCS Studies			
The dollar cost of services for every dollar paid in local taxes			
	Residential	Commercial Industrial	Open Space Farm/Vacant
Bolton (1)	1.05	.23	.50
Brooklyn (3)	1.09	.17	.30
Coventry (3)	1.06	.25	.25
Durham (2)	1.07	.27	.23
Farmington (2)	1.33	.32	.31
Lebanon (3)	1.12	.16	.17
Litchfield	1.11	.34	.34
Pomfret (2)	1.06	.27	.86
Windham (3)	1.15	.24	.19

(1) Geisler; (2) SNE Forest Consortium; (3) Stahl

Table 4. Cost of Community Services Studies for other Connecticut towns parallels Colchester's results and shows that the more developed towns have increased demand for services from residential properties.

Although counterintuitive, development over time may not bring lower taxes. There is an immediate increase in tax revenue, but gradually the demand for increased services, and the need to upgrade infrastructure, increases expenditures to an amount that exceeds the increased revenue, resulting in an increasing Mill Rate. Even new commercial and industrial development can trigger an increase in residential development, require additional infrastructure, increase traffic, and have other impacts that can contribute to an increased cost of services also resulting in an increasing Mill Rate.

BUILD-OUT ANALYSIS

A Build-Out Analysis estimates the maximum development possible in a community. This study is based on Colchester's land use as determined by the Town Assessor. A Build-Out Analysis isn't an attempt to forecast what will happen, but rather what is possible under current land use regulations. For this analysis, the proposed Colchester Zoning Regulations, district boundaries and minimum lot size was used.

METHODOLOGY

The first step in estimating the amount of additional development possible is to determine how the land is currently used. Second, the average percentage of town-wide site limitations is calculated. Third, the parcels with the greatest potential for development are identified. Lastly, the build-out is calculated.

PARCEL INFORMATION

Once a year the Town Assessor develops a Grand List of all the properties within Colchester, the Grand List for 10/1/11 was used for this study. By using the Assessor's data along with the parcel map and on-line parcel information, a current use for each parcel was determined. Each parcel was then categorized by current use and acreage. Table 5 is a summary of all the parcels on the Assessor's database. According to that database, Colchester is currently divided into 6,386 parcels totaling 29,399 acres. According to GIS calculations, the total area within the town borders is 31,561 acres. The variance appears primarily to be attributed to state roads not on the Assessor database.

Table 5
Town of Colchester
Summary of Current Land Use

Current Use Category	Number of Lots	Total Acres	Average Acres
<u>Residential Use</u>			
Condos and mobile homes	570	296.8	
Less than or equal to 1 acre	1,511	860.0	0.6
Greater than 1 acre less than 2 acres	1,690	2,466.9	1.5
Greater than 2 acres less than 5 acres	953	2,962.0	3.1
Greater than 5 acres less than 20 acres	392	3,521.0	9.0
Greater than 20 acres	95	4,425.2	46.6
	5,211	14,531.9	
<u>Commercial Use</u>			
Less than or equal to 5 acres	181	225.0	1.2
Greater than 5 acres less than 10 acres	14	102.0	7.3
Industrial & Public Utility	27	102.0	3.8
Greater than 10 acres	14	378.7	27.1
Primarily undeveloped, zoned residential	6	496.3	82.7
	242	1,304.0	
<u>State/Municipal/Institution/Other</u>			
State of Connecticut	53	3,532.4	66.6
Colchester	93	1,180.7	12.7
Religious Org / Cemetery	16	85.4	5.3
Land Trust	4	61.5	15.4
City of Norwich	10	1,145.5	114.6
Other Non-Profit	12	24.1	2.0
	188	6,029.6	
<u>Undeveloped Parcels</u>			
Residential < .15	49	5.0	
Residential < 2	328	342.1	1.0
Residential > 2 ac < 4ac	84	233.9	2.8
Residential > 4 ac	132	2,080.7	15.8
Commercial and Industrial	44	227.9	5.2
Agriculture and forest (may incl. res.)	108	4,643.9	43.0
	745	7,533.5	
Total per Assessor Database	6,386	29,399.0	

SITE LIMITATIONS

The next step was to analyze the town's soils for conditions that would restrict development. In Colchester, the town's regulations prohibit building on wetland soils, or steep slopes, and inland wetlands review is required for any development proposed within 100' of a stream or waterbody and within 75' any wetland soils.

By analyzing Colchester's GIS information, the site limitations for building can be determined. The USGS Soil Survey data defines soils by various categories including water, hydric or wetland soils, and also by the degree of slope.

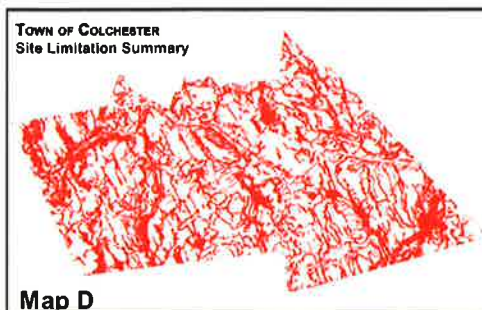
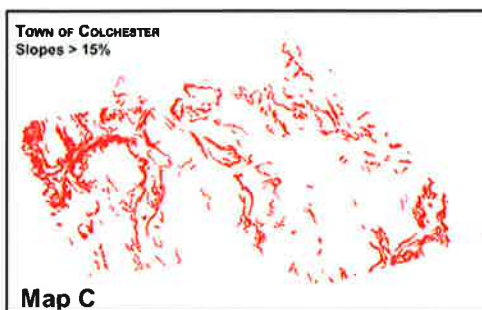
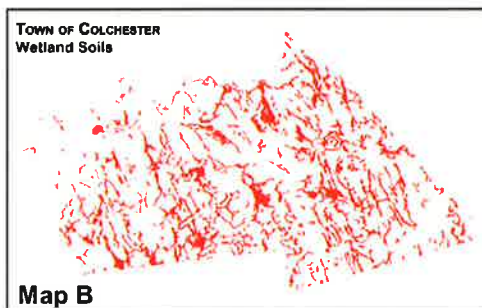
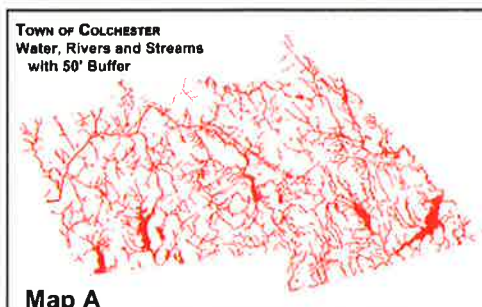
You can't build in water. Map A shows in red the amount and locations of soils classed as lakes, ponds, rivers and streams with a 50' buffer used for this analysis. Regulations stipulate that you cannot build in wetland soils, the USGS Soil Survey refers to these as Hydric Soils and they are shown in Map B. The USGS Soil Survey classifies soil type by slope as well; Map C shows steep slope that are 15% or greater. Map D summarizes the town-wide site development limitations.

Of the 31,561 acres in Colchester, there is a town-wide average site limitation of 38.4% that will limit future development. Much of Colchester was developed long before these regulations were in place, so some of these 'unbuildable' areas have actually been built upon. See Table 6 for the site limitations in acres.

Table 6
Town of Colchester
Site Limitations Town-wide

Total Acres	31,561
Site limitation (in acres):	
Slopes > 15%	4,092
Water, Streams and Rivers	
plus 50' as a buffer	981
Wetlands plus 37.5' as buffer	<u>7,052</u>
Total Acres with limitations	12,125
average site limitations town-wide	38.4%

Source: GIS soil data layer by classification as of 12/11/12



PARCELS WITH POTENTIAL FUTURE DEVELOPMENT

Currently the primary land use in Colchester is residential; this build-out analysis will focus on the potential for additional residential development in the town. This step in the analysis involves reviewing parcels and codes on the Assessor's database (see Table 5) to determine, based on lot size, which have a potential to be developed. The resulting list was then categorized by current use and parcel size.

Table 7 summarizes the land, by category, which was considered potentially developable. These 1,134 parcels totaling 15,605 acres (49% of the town) were then be used in the build-out calculations.

Undeveloped parcels. There are 319 undeveloped residential lots that might not meet the proposed minimum lot size, but would be considered 'lots of record' and potentially could be developed. 84 undeveloped parcels, between 2 and 4 acres, could potentially be developed but assumed too small for subdivision. There are 132 parcels greater than 4 acres that total 2,081 acres. In addition, there are 6 parcels currently used for outdoor activities, totaling 496 acres, that could potentially be developed as they are primarily undeveloped today.

Larger parcels with existing with residences. Some parcels, currently developed with one residence, could conceivably be subdivided in the future. For this analysis, a single family home on a parcel larger than 5 acres was considered to have excess land that could potentially be subdivided and later developed.

Agricultural lands. Colchester has a significant number of parcels coded by the Assessor as having an agricultural use. Of these, 108 are undeveloped and total 4,644 acres. Another 99 parcels, totaling 3,661 acres, are coded as agricultural use and include a residence, these larger parcels could potentially be subdivided and later developed.

For this analysis, it was assumed that undeveloped parcels owned by Connecticut, Colchester, or a religious organization would never be developed.

Table 7**Town of Colchester****Parcels with Residential Development Potential**

	Number of Lots	Total Acres	Average Acres
Undeveloped parcels in residential zones:			
Lot of record < 2 acres > .20	319	341	1.1
Parcels > 2 acres < 4 acres	84	234	2.8
Parcels > 4 acres	132	2,081	15.8
Primarily undeveloped	6	496	82.7
Existing Residential Use: 5 - 20 acres			
Parcels > 5 acres < 20 acres	356	3,091	8.7
Parcels > 20 acres	30	1,057	35.2
Parcels with Agricultural Use			
Undeveloped farm or forest land	108	4,644	43.0
Parcels between 5 and 20 acres with Res. Use	36	430	11.9
Parcels greater than 20 acres with Res. Use	63	3,231	51.3
	1,134	15,605	

TOWN OF COLCHESTER: FISCAL VALUE OF LAND USE

BUILD-OUT CALCULATION

Once the potential parcels and the town-wide average site limitations have been determined, the potential residential build-out can be calculated. The build-out was calculated using the proposed 2-acre minimum parcel size, current regulations would all significantly smaller parcels and would greatly increase the build-out potential.

To be conservative, parcels that currently have a residence were limited to future development on the land in excess of 3 acres, only those remaining acres were considered potentially developable. It was also assumed that existing vacant parcels less than 4 acres would be limited to only one residence; in actuality abutting properties could be combined for additional buildings.

All parcels, except the lots of record, were reduced by 38.4% based on the town-wide average site limitations. With growth comes the need for additional infrastructure (roads, parks and municipal

Table 8

CurreTown of Colchester

Build-out Calculations: Residential

	Lots Avail	Acres Avail	Avg Acre	Ex. Res Use	Avg Acre	Less Avg Site Lim.	Less 5% for Infr.	Net Avail. Acres	Build-out Potential	
									If at min. lot size	If at large lot size
Undeveloped parcels in residential zones:										
Lot of record < 2 acres > .2	319	341	1.1						319	319
Parcels > 2 acres < 4 acres	84	234	2.8		2.8	1.7	1.6	134	89	49
Parcels > 4 acres	132	2,081	15.8		15.8	9.7	9.2	1,214	809	441
Other primarily undeveloped	6	496	82.7		82.7	50.9	48.4	290	193	105
Existing Residential Use: 5 - 20 acres										
Parcels > 5 acres < 20 acres	356	3,091	8.7	3	5.7	3.5	3.3	1175	783	427
Parcels > 20 acres	30	1,057	35.2	3	32.2	19.8	18.8	564	376	205
Parcels with Agricultural Use										
Undeveloped farm or forest land	108	4,644	43.0		43.0	26.5	25.2	2,722	1,815	990
Parcels 5 - 20 acres with Res.	36	430	11.9	3	8.9	5.5	5.2	187	125	68
Parcels 20+ acres with Res.	63	3,231	51.3	3	48.3	29.8	28.3	1,783	1,189	648
	1,134	15,605				Potential additional households			5,698	3,252
						Current households (2010)			5,669	5,669
						Potential total households			11,367	8,921
						Current population (2010)			15,383	15,383
						Potential population at 2.71 per household (2010 statistic)			30,805	24,176
						Potential population growth			200%	157%

TOWN OF COLCHESTER: FISCAL VALUE OF LAND USE

buildings), for that reason the parcels were further reduced by 5%.

Table 8 summarizes the build-out analysis. Two scenarios were used to calculate build-out and are shown in the last two columns on the right. The assumption for both was that only single-family detached homes would be built; if the development included condo or apartment complexes, the population density per acre would be increased considerably.

The first build-out potential column, assumes that all future residential development will be on lots no larger than 2 acres; or on conservation subdivisions based on a 2 acre lot size. This is the manner of a traditional build-out calculation - assuming the worst-case scenario. The second build-out potential column, is more conservative and assumes that the future average residential development will be on 4 acres.

Currently there are 5,669 households in Colchester, that could grow by 157% to 200% if future development were limited to a density of one household per 2 acres as proposed.

With the housing pressures facing Eastern Connecticut in the future, a 10% growth rate per decade is likely, if so, build-out could be reached in 50-60 years. Table 9 shows the decade when full build-out would be reached based on the two scenarios and for growth rates of 5%, 10% and 15%.

Because Colchester is such a desirable community in which to live, the town recently has seen remarkable growth; the town grew at 33% between 1990 and 2000, the recession held growth to 6% from 2000 to 2010.

Table 9							
Town of Colchester							
Projected Decade Build-out Could Be Reached							
at various growth rates							
If at min. lot size / 200% population growth				If at larger lot size / 157% population growth			
	5%	10%	15%		5%	10%	15%
2010	15,383	15,383	15,383	2010	15,383	15,383	15,383
2020	16,152	16,921	17,690	2020	16,152	16,921	17,690
2030	16,960	18,613	20,344	2030	16,960	18,613	20,344
2040	17,808	20,474	23,396	2040	17,808	20,474	23,396
2050	18,698	22,521	26,905	2050	18,698	22,521	24,176
2060	19,633	24,773	30,805	2060	19,633	24,176	
2070	20,615	27,250		2070	20,615		
2080	21,646	29,975		2080	21,646		
2090	22,728	30,805		2090	22,728		
2100	25,057			2100	23,864		
/				2110	24,176		
2151	30,805						

FUTURE FISCAL IMPACT: A 20-YEAR PROJECTION

Any land use changes today, will have a fiscal impact on Colchester in the future. Developing a parcel increases the Grand List and increases tax revenues. Because this developed parcel now has a greater demand for town services, town expenses will also increase. For example, if a large parcel were to become a factory employing 50 people with many truck deliveries, perhaps the town would have an added expense of upgrading and maintaining nearby town roads. Many future expenses are incremental – one more house would not mean the need for an addition to the elementary school, but perhaps 30 or 50 more houses would increase the student population to a point that a building expansion would be necessary.

METHODOLOGY

The assumptions that were used for this study are based on information received from Colchester and other fiscal forecasting studies. The basis for the analysis was Colchester's 2012-2013 fiscal year budget, projected to fiscal year 2022-2023.

ASSUMPTIONS

Projections are based on assumptions.

To isolate the effect of change in land use from the effect of inflation and other budget increases, the following assumptions were made for the calculations:

- State aid to Colchester would remain the same
- State reimbursement rate (%) for education would remain the same
- Colchester's Mill Rate was fixed at 28.8, the current rate
- There would be 0 % inflation
- All town and Board of Education salaries would remain the same
- All 2012 debt would be paid within 20 years

Assuming a 10% per decade population growth, in 20 years:

- Taxes would increase by the growth in the Grand List
- Revenue from town services and fees would increase at the rate of growth
- Certain expenses would increase at the rate of growth (i.e. library, public works)
- Certain expenses would increase at less than the rate of growth because population increase would have limited affect (i.e. legal counsel, elections)
- Certain expenses would increase at a higher rate than the rate of growth because population increase would have a greater affect (i.e. public safety)

Assumptions made regarding Colchester education system

- In 20 years, Colchester Elementary School would be 50 students above capacity
- In 20 years, Jack Jackter Intermediate School will near capacity
- William Johnston Middle School would have capacity

TOWN OF COLCHESTER: FISCAL VALUE OF LAND USE

- Bacon Academy is over capacity today and is utilizing temporary classroom buildings
- School population would increase at a rate of 1.2 per new household.

PROJECTIONS

If Colchester were to grow at 10% per decade, by 2032 (20 years from today) land use would shift as undeveloped land was developed. This growth is projected to result in an increase in the grand list of over \$151 million and an additional \$4.2 million in local taxes at today's Mill Rate. The intergovernmental revenues would increase by almost \$3 million. The total revenue on Colchester's Fiscal Year 2032-2033 budget would be projected at \$7.2 higher than today.

However, the demand for services from an increased population and additional school children would cost an additional \$11.5 million in expenditures, and create a short fall of \$4.2 million. A 3.6 Mill Rate increase would be needed to balance the budget.

Because all other variables were calculated at a zero change, the Mill Rate increase of 12.4% would only be the result of the town's population growth.

COMPARISON TO OTHER TOWNS

Findings in similar studies across the country have found that growth over time increased the cost of services greater than the accompanying revenue, requiring a Mill Rate increase to balance the budget.

To offset the fiscal impact of growth, many towns have adopted an aggressive agricultural land and open space acquisition, either by out-right purchase of open space or the purchase of development rights. The funding source is usually through a partnership among the town, local and regional land trusts, non-profits, state and federal agencies.

For example, the Town of Pomfret, CT in 2007 purchased the development rights to the MacDaniel farm for \$600,000. Over a 30 year time period, the net cost (price, interest and cost of services less the tax revenue still generated) was projected to be \$706,471. However, if that land were developed into single-family residences, the 30 years net expense (taxes paid on above-median assessed homes less the cost to provide services to the residents) was projected at \$2,495,909 over that same time period. By purchasing the development rights to the MacDaniel farm, the town saved \$1,789,438 in budget short-fall over that 30 year period. As a bonus, they were able to maintain a working farm that is part of the local economy and the rural landscape that is enjoyed by all.

C3 Refresh:

Logo, Mission, and Vision Updated



**A Reminder
of Our
Impact !**
From Beth Tiezzi

Values (Or Guiding Principles)

- Positive early childhood experiences in the first years of a child's life are foundational for future success.
- Children need sensitive and responsive first relationships to grow and thrive.
- All families need a strong network of nurturing relationships.
- Community needs are met by being family-centered and family-driven.
- Families' cultural differences, diverse languages, values, strengths, and needs are all honored and welcomed.

Values (Or Guiding Principles)

- Collaborative partnerships, community engagement, sharing of resources, and continuous evaluation create community change.
- Strategies and actions are based on current best practices, available research, and data.
- Children facing barriers, risks, setbacks, or challenges to their healthy development are sought out and offered quality services.
- Families receive services and supports in an efficient, equitable, coordinated, caring, professional, and effective manner.

Mission

C3 fosters and promotes a collaborative system of services and supports to empower young children and families.

Vision

Original Vision- created in 2009/2010:

All of Colchester's youngest citizens are healthy, happy, and successful children.

New Vision-

Colchester's children and families are thriving within a nurturing community.

Logo and Tagline

The Old
Version



**Collaborative for
Colchester's Children**

HEALTHY. HAPPY & SUCCESSFUL CHILDREN

The New!



**Growing
Stronger
Together**

TOWN of COLCHESTER

Unassigned Fund Balance Policy (Draft - with changes from 12/02/2020)

POTENTIAL USES ¹				REQUIRED ACTION TO USE	
Supplemental Appropriation		Budget	Supplemental Appropriation	Budget	
Cautionary Zone < 10%	Specific Urgent and Unexpected Situation as deemed by the Board of Finance and Board of Selectmen	N/A	Requires recommendation by the Board of Selectmen. Requires approval by at least 4 members of Board of Finance. Board of Finance shall adopt a plan that will restore the dollars to Unassigned Fund Balance to 10% over the next 2 fiscal years. ¹	N/A	
	Capital Projects Repay Debt, If Permissible	N/A	Requires recommendation by the Board of Selectmen if it brings balance below 10%. Requires approval by a majority of the Board of Finance, but at least 3 members approving. If the appropriation results in the fund balance falling below 10%, the Board of Finance shall adopt a plan to restore the Unassigned Fund Balance to greater than 10% over no more than the next 2 fiscal years. ¹	N/A	
Confidence Zone 10% to 12%	Transfer to Other Funds	Should avoid bringing the Fund Balance below 10% ²	Requires recommendation by the Board of Selectmen if it brings balance below 10%. Requires approval by a majority of the Board of Finance, but at least 3 members approving. If the appropriation results in the fund balance falling below 10%, the Board of Finance shall adopt a plan to restore the Unassigned Fund Balance to greater than 10% over no more than the next 2 fiscal years. ¹	Identify one time expenditure, expected temporary revenue reduction, or temporary expense increase to occur in next fiscal year. Requires approval by at least 4 members of the Board of Finance.	
	Other One Time Items	The fund balance can be used for revenue in the next Fiscal Year Budget (Mill Rate Relief) ³	Cannot bring the Unassigned Fund Balance below 12% ²	Should the Unassigned Fund Balance fall below 12% on subsequent Town audits, the Board of Finance shall adopt a plan to restore funds used to bring the Unassigned Balance back to 12% over the next 3 fiscal years. ¹	
High Confidence Zone >12%					
>15%	For Unassigned Fund Balance amounts above 15%, the Board of Selectmen and the Board of Finance shall identify for the taxpayers future purposes for this money.				

1. Declarations of an ongoing emergency by other government entities can allow the BOS and BCF to create adjustments to the policy for the use of funds and planned restoration schedules.
2. Based on the Unassigned Fund Balance and Expenses shown in the last Fiscal Year Town audit.
3. Because use of funds in the current year budget could create a need to replace these funds in the next budget through a tax increase, consideration should be given to allow these funds to be used in a way to allow potential availability over multiple budget years.



N. Maggie Cosgrove
Chief Financial Officer
Finance Department

Date: December 11, 2020

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Replacement Copiers – Town Clerk, Water/Sewer, Selectman, Recreation, Youth Service, Fire, Public Works, Police

Background

Copier leases for the following departments expired on or before 12/09/2020 and are currently being extended on a month to month basis: Town Clerk, Water/Sewer, Selectman, Recreation, Youth Service, Public Works, and Police. The Fire department's lease agreement expires on 9/7/2021.

Initial quotes were received from three vendors with savings recognized by all three. Finance asked for the vendors to review the pricing to see if the best price was proposed and resubmit their quotes. Final quotes from all three vendors were reviewed, with reference checks for any vendor the Town has not conducted business with in the past. Finance worked with Novus (IT consultants) and each department to make sure the current needs of the department were reflected in the proposed copiers.

Prism's, the selected vendor, pricing showed significant savings of \$287/month compared to the current lease payment for "like-model" copiers. It was also \$46/month lower than then second lowest quote. There is a per image charge of \$0.0036 for black & white images (current charge is \$0.005), and \$0.036 per image for color (current charge is \$0.055). This includes all service, toner, staples and drum repair/replacement. The new lease agreement also includes a payment to the Town to buyout the remaining lease term on the Fire department's agreement.

The total proposed lease for all of the equipment is \$720.00 per month for 60 months. Each of the copiers include all features the departments currently have, with an upgrade in the Town Clerk and Water/Sewer to a color copier.

Upon approval of the lease agreement, final arrangements will be made to remove the existing equipment and accept delivery of the new equipment. The lease will commence upon acceptance of the delivery of the new equipment.

The lease agreement includes a non-appropriation clause.

Recommendation

Approve the 5 year lease agreement for copiers with Prism Office Solutions and authorize the First Selectman to sign all necessary documents.

127 Norwich Avenue, Colchester, CT 06415 Phone 860-537-7229 Fax 860-537-7231



PRISM
OFFICE SOLUTIONS

OFFICE LINK, INC.
PH 203-654-3300
FAX 203-654-3301

PRISM ORDER AGREEMENT

- ☐ Equipment Purchase
☐ Installment Purchase
☒ Lease
☐ Rental

- ☒ N ☐ Maintenance Agreement
☒ Upgrade Current Equipment
☐ Maintenance Only
☐ Lease Upgrade

P.O. # for this order: _____

- ☒ Tax Exempt
☒ New Customer

Bill to: Customer Name Town of Colchester				Installed At See Schedule A			
Billing address 127 Norwich Ave.				Street Address			
PO Box#				Contact Keri			
City Colchester		Zip 06415		Phone (860)537-7200		City Zip	

Qty	Product Description	Product #	Price	Less Deductions		Net Price	Totals
				Trade-In	Other		
3	Toshiba E-Studio 5015ACT						A) Total Net
1	Toshiba E-Studio 5516AC						Supplies
1	Toshiba E-Studio 3515AC						State Tax
1	Savin IM C3500						Interim Total
1	Toshiba E-Studio 4518A						Cash Down Payment
1	Savin IM350F						
	Accessories listed on Schedule A.						Unpaid Balance Of Cash Price
A) Total Net Price (Exclusive of Tax, Maintenance & Supplies)							

Special Instructions:

Includes Setup, Delivery, And Install. Prism will pickup existing machines and return them to the leasing company at no charge. Equipment mix consists of new and current models. Prism will issue check to Town for \$1,000 for remaining payments on Fire Departments copier. There will be no lease payments for 90 days.

Trade in model: _____ Copy Count: _____ Trade in owned by: Customer ☐ Lease Co ☐ Other _____

Equipment Warranty: (Does not cover consumables such as drum, rollers, lamps)

A) Labor _____ Days From Date of Install B) Parts _____ Days From Date of Install

Lease With Purchase Option

Initial Term: (check one) ☐ 24 ☐ 36 ☐ 39 ☐ 48 ☒ 60 Other _____

Monthly Rental Payment: \$ 720 Security Deposit: \$ _____
(Exclusive of Sales/Use Tax)

Equipment Service:

Maintenance Agreement Type

Billing Frequency: Annual ☐ Monthly ☒ Other: _____

- ☒ MA3 All Inclusive Service: Consumable parts, labor & supplies (except paper & staples)

Rate: \$ _____ per _____ copies
Overage: _____ per copy on the excess within a billing period

- ☒ Cost Per Copy

CPC Rate: See Maint.

Sales Rep-Order Acknowledgment Keith Albert	Purchaser Name
Date 12/11/2020	Signature
Prism Office Link Inc. Signature <i>Kaum</i>	Title Date

PRISM SCHEDULE A

Location	Proposed	PPM	Trays	Staple	Punch	Fax	Color
Selectman's	Toshiba E-Studio 5015AC	50	4	YES	YES	YES	YES
Recreation	Toshiba E-Studio 5015AC	50	2	YES	NO	NO	YES
Water/Sewer	Toshiba E-Studio 5015AC	50	4	YES	NO	YES	YES
PW Admin	Savin IM 350F	35	1	NO	NO	NO	NO
Town Clerk	Toshiba E-Studio 5516AC	55	4	YES	YES	YES	NO
Youth Services	Toshiba E-Studio 3515AC	35	2	YES	NO	YES	YES
Police	Savin IM C3500	35	2	YES	NO	YES	YES
Fire Department	Toshiba E-Studio 4518A	45	4	YES	NO	YES	NO



75 School Ground Road
Branford, CT 06405

Maintenance Agreement

Effective date: _____

Customer

Town of Colchester
127 Norwich Ave.
Colchester, CT 06415
(860) 537-7200

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba E-Studio 5015AC Toshiba E-Studio 5015AC Toshiba E-Studio 5015AC Savin IM 350F Toshiba E-Studio 5516AC Toshiba E-Studio 3515AC Savin IM C3500 Toshiba E-Studio 4518A		Selectman Recreation Water/Sewer PW Admin Town Clerk Youth Services Police Fire Department		Cost per page billed at B&W-\$0.0036 Color-\$0.036
MA Type 3: Includes Service: Parts and Labor, Drums, Toner, and Supplies (except for Paper and Staples)				

Comments:

Customer: _____

Accepted by: _____

Name

Date

Please sign this service agreement and return this copy to our office along with your payment. This agreement must be paid in full by the start date of your contract. If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSOR LEGAL NAME: Colchester Town Of		Telephone No: 8605377260	
Billing Address: 127 Norwich Ave, Colchester, CT 06415-1290		Equipment Location (if other than Billing Address): 127 Norwich Ave, Colchester, CT 06415-1290	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
* PLEASE REFER TO SCHEDULE A			
BASE TERM IN MONTHS 63	TOTAL NUMBER OF LEASE PAYMENTS 3 @ \$0.00 followed by 60 @ \$720.00 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$0.00	
		(b) Security Deposit: \$0.00	
		(c) Documentation Fee: \$95.00	
		Total due a + b + c = \$95.00	

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. ~~We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.~~

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Colchester Town Of		Print Name: _____	Title: _____
X _____		E-Mail Address: _____	Date: _____
Lessee Authorized Signature		Tax ID Number: _____	
<p>PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.</p>			
SIGNED X _____		Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____		Title: _____	Date: _____



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: 623678

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 127 Norwich Ave, Colchester, CT 06415-1290

3	Toshiba 5015AC Copier System	New			
1	Toshiba 3515AC Copier System	New			
1	Toshiba E-Studio 5516AC	New			
1	Savin IM C3500 Copier System	New			
1	Savin IM 350 F Copier System	New			
1	Toshiba E-Studio 4518A				

LESSEE: Colchester Town Of

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



State and Local Government Addendum

Reference: Application No. 623678

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Colchester Town Of** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("**Claims**"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.


7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Colchester Town Of	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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.

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.

ARTICLE 1106, The Annual Budget Referendum

§ 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.

ARTICLE 1107, Real Estate Purchases, Sales and Transfers

§ 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.

ARTICLE 1108, Leases

§ 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 17th, 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) 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: _____

Seems A

Vol. 158

786

QUIT-CLAIM DEED

144 AE

Chartered Legal Book Binders, Inc.
P.O. Box 8, Hingham, 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 Wasnievski 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 Wasnievski

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 Wasnievski;
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, 1986 and recorded in the Colchester Land Records
in Volume 67 at Pages 456-463 and the premises conveyed to me by Nancy Norton
Wasnievski 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

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
Linda K. MacDonald

Nicholas Norton
Nicholas Norton

Cella Anne Benkefeger
Cella Anne Benkefeger

STATE OF CONNECTICUT,
COUNTY OF NEW LONDON

ss. COLCHESTER

December 31 1966

Personally Appeared NICHOLAS MORTON

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

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

STATE OF CONNECTICUT,
COUNTY OF

ss.

19

Personally Appeared


, as aforesaid, Signer of the foregoing instrument, and acknowledged the same to be free act and deed as such and the free act and deed of said corporation/partnership, before me.

Grantor's Address:

1450 N. Road, Colchester
Connecticut 06430

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

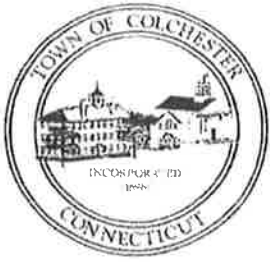
Town of Colchester Interoffice Memorandum

To: Mary Bylone, First Selectman
From: James Paggioli, Director of Public Works 
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.



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

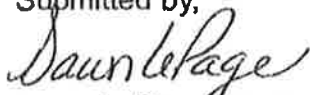
16. First Selectman's Report: M. Bylone reported that three used fire trucks were looked at but have more problems than what ours do. Less substantial repairs can be done to ET-1 for approximately \$15,000 which should give us another 18-24 months allowing us time to address the long term solution with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

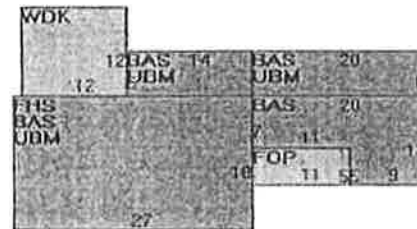
Property Information

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

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

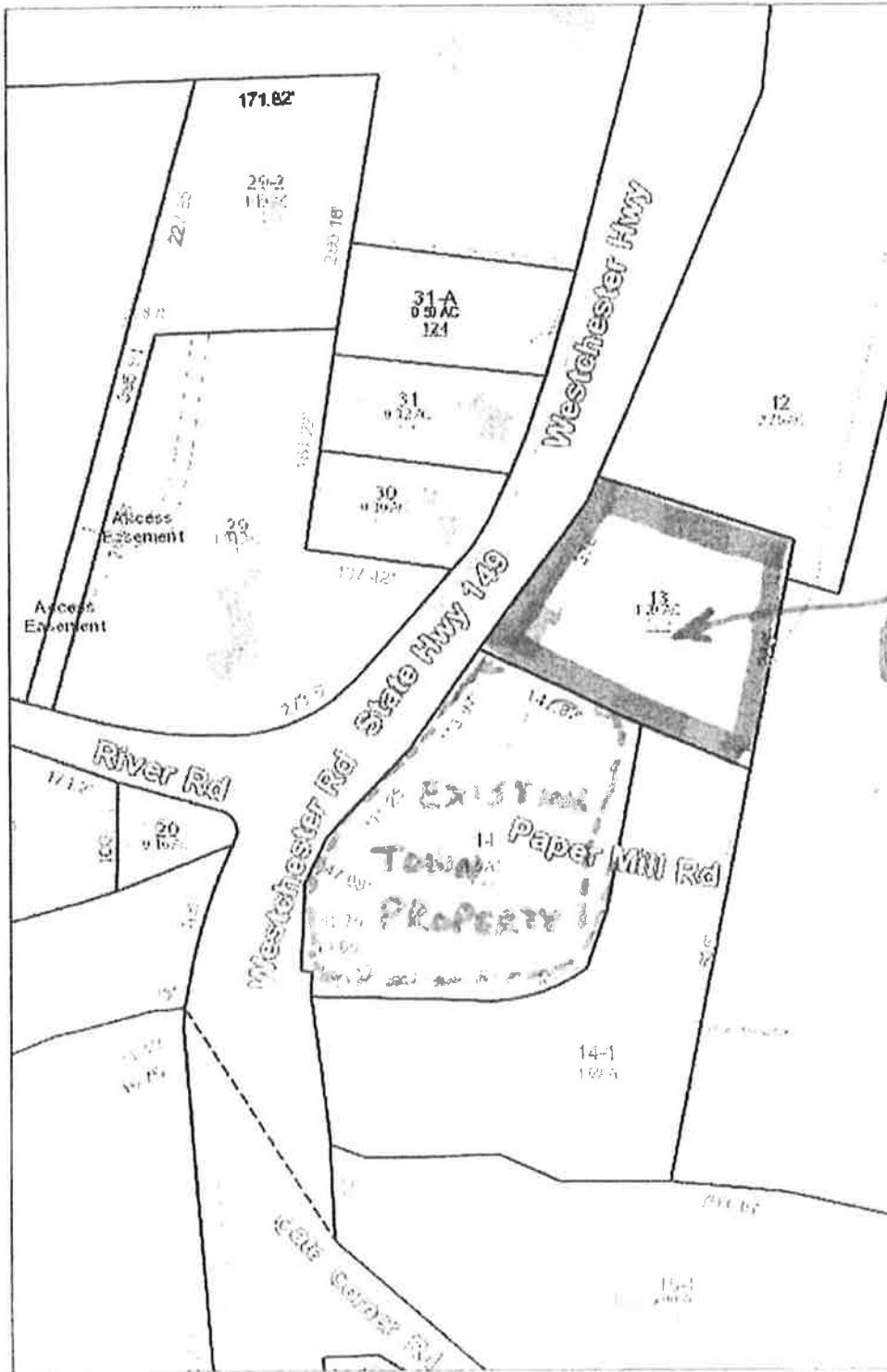
Outbuilding and Extra Items

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

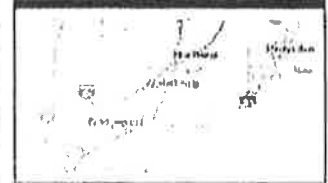


Legend

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

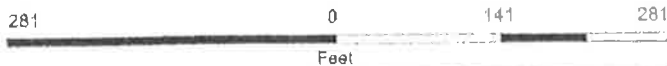
PROPOSED
12.9 WESTCHESTER
PROPERTY
ACQUISITION

Location



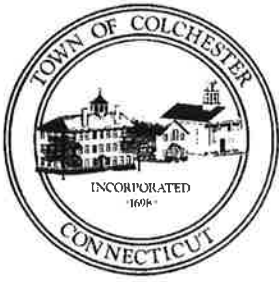
Notes

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.



1:1,688





Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Town of Colchester
Resolution Supporting Participation
In the Sustainable CT Municipal Certification Program

WHEREAS, Sustainable CT is a comprehensive, statewide, action-oriented voluntary certification program, built by and for municipalities, with the vision that: *Sustainable CT communities strive to be thriving, resilient, collaborative, and forward-looking. They build community and local economy. They equitably promote the health and well-being of current and future residents. And they respect the finite capacity of the natural environment.*

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities.

WHEREAS, the Town of Colchester embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT.

RESOLVED, by the Board of Selectmen of Colchester that we do hereby authorize First Selectman Mary Bylone to serve as Colchester's Sustainable CT contact person for the Sustainable CT Municipal Certification process and authorize her to complete Municipal Registration on behalf of Colchester.

RESOLVED, that to focus attention and effort within Colchester on matters of sustainability, and in order to promote the Board of Selectmen's local initiatives and actions toward Sustainable CT Municipal Certification, the Board of Selectmen's establishes an advisory Sustainability Team.

RESOLVED, that the first meeting of the Sustainability Team must be held within 90 days of passing this resolution and that the Sustainability Team shall meet as frequently as needed, but no less than quarterly.

RESOLVED, that the Sustainability Team shall report annually to the Board of Selectmen on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.

Dated this _ day of December, 2020

Mary Bylone
First Selectman

Date