

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, September 6, 2016

Council Chambers, Wolcott Town Hall

7:00 p.m.

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MINUTES

Note: These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Roger Picard, Donald Charette Sr., Rachel Wisler, Jeffrey Slavin, George Phelan, Joseph Membrino, and Francis Masi

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas G. Dunn; Sue Hale, Municipal Finance Officer; Attorney William Tynan; et al.

APPROVAL OF MINUTES:

▪ Regular Meeting – September 20, 2016

Upon **MOTION** by Roger Picard, seconded by Donald Charette, it was unanimously voted to **approve** the minutes of the Regular Meeting held on September 6, 2016.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

CORRESPONDENCE (on file):

- 1. Notice to Town Clerk dated September 7th Regarding Referendum Vote scheduled for Tuesday, November 8th**
- 2. Letter dated September 7th to the Board of Education Regarding new Town Council Liaison**
- 3. Letter dated September 13th from Attorney William Tynan Regarding the Purchase of 180 Nichols Road**
- 4. Proposed Explanatory Text of Referendum Question**
- 5. Proposed Contract of Sale for Property Located at 180 Nichols Road**

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- 6. Treasurer's Report dated September 21st**
- 7. Board of Education Year to Date Budget Report dated 08-31-16**
- 8. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 08-31-16**

MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- They have another rating call tomorrow because they are going out to permanent bond; he will keep the Council up to date
- Road reconstruction is coming to an end; Dave Kalinowski will be reporting to the Committee soon and will also appear at a future Council meeting to give a final report
- They have applied for the Municipal Excellence Award through CCM; it is a new award and the criteria fit for the walking trail
- They will be giving rides again with the golf carts through the walking trail; there were many volunteers who drove the carts last time
- The Wolcott Dog Park made it into the CT Landscape Architect Booklet; he has a copy of it if anyone would like to see it
- Eversource has been doing a lot of clearing and they will be expanding the areas through their right of ways; he has a map of the areas they will be cutting
- Gilda DiManto Burns will be the Italian Mayor for the Day on Monday, October 3rd at 6:00 p.m. in the Council Chambers; following that will be the Breast Cancer Awareness ceremony at 7:00 p.m.
- Tomorrow evening is Police Appreciation Night at 5:45 p.m. at the Woodtick Recreation Area

Mr. Charette requested if the maps for the Eversource clearing areas can be placed on the website, at which time Mayor Dunn said that they can try to do that.

Mr. Masi commented that Billy Dauphinais did an excellent job cutting back the brush on Spindle Hill Road.

Mr. Picard referenced the body cams that the Police Dept. uses and advised that there was an article in the paper about the trouble some departments were having with respect to storage of the information. He asked if this was an issue in

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Wolcott. Mayor Dunn stated that he has spoken with the Chief who has no concerns with respect to storage.

FINANCE OFFICER'S REPORT/TRANSFERS:

Sue Hale came forward and reported the following:

- There have been no audit adjustments for FY 2015-2016, therefore, they should have approximately \$550,000 as an addition to the unassigned fund balance
- Surpluses resulted from over collection of revenue: current taxes \$77,000, back taxes \$13,000, interest & liens fees \$68,000; Town Clerk fees \$28,000, building permits \$38,000, and recycle permits \$14,000
- Total revenue over collected totaled \$284,000
- Also, some expenditure items were under expended such as heating fuel, gas & diesel \$34,000
- There are about 30 departments in General Government and almost all contributed something to the surplus
- Total expenditures under expended totaled \$266,000, including \$25,000 from the Board of Education
- The unassigned fund balance total will be approximately \$4,306,000, which equates to 8.1% of their annual budget; their goal, per the fund balance policy is 7%-10%; they are heading in the right direction
- They are prepared for the bond rating meeting tomorrow; Standard & Poor's will be looking at the last audit report completed (FY 2014-2015), results from FY 2015-2016, and the current budget year of FY 2016-2017
- The continued additions to the fund balance will be viewed positively by Standard & Poor's

SUB-COMMITTEE/LIAISON REPORTS:

SUB-COMMITTEE FOR THE BOARD OF ED SETTLEMENT: Mrs. Wisler reported that the cost of investigating the settlement was \$5,192.50.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

- 1. Discussion & Possible Action Regarding Contract of Sale for Property Located at 180 Nichols Road**

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Attorney William Tynan came forward and advised that the Council approved resolutions for the purchase of the property and sent it to referendum, however, there is a provision in the contract stating that the Town's ability to purchase is conditional upon the Council approving the actual contract. He is requesting that the Town Council formally approve the contract. Also, the next item on the agenda authorizes the preparation and printing of explanatory text for the referendum question. He worked the language out with the Town Clerk and submitted it in the Council packets (**see attached**).

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the Contract of Sale for Property Located at 180 Nichols Road (**see attached**).

2. Authorize Preparation & Printing of Explanatory Text for Referendum Question Regarding the Purchase of Property at 180 Nichols Road

Upon **MOTION** by Gale Mastrofrancesco, seconded by Joseph Membrino, it was unanimously voted to **authorize** the Preparation & Printing of Explanatory Text for Referendum Question Regarding the Purchase of Property at 180 Nichols Road (**see attached**).

ITEMS FOR NEXT AGENDA:

Chairman Valletta advised that if anyone has any items that they should contact himself or the Clerk.

TAXPAYERS' TIME (summary of comments below):

Jeffrey Slavin, of 505 Todd Road came forward and referenced the Police Appreciation night scheduled for Wednesday, September 21st from 5:45-8:00 p.m. Car Rally begins at 5:45 p.m. with a checkered flag wave off. Leading the Rally will be our Wolcott Fire Dept. The route will leave the Woodtick parking lot, -Nichols Rd. – Woodtick Rd. – Center St.- past the Wolcott Town Green-Boundline Rd.- Brooks Hill Rd., onto Munson Rd.-Wolfs Hill Rd., back onto Nichols Rd. to the Woodtick Recreation Area. At 6:45 p.m. there will be a recognition ceremony honoring the Police Department. From 7:00-8:00 p.m. there will be recreation for everybody. Bouncy houses, Finger painting, Photo Booth, and Photos on Emergency Vehicles. Everybody in the community is invited and he would like to encourage everyone to attend.

EXECUTIVE SESSION:

No Executive Session was held.

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ADJOURNMENT:

Upon **MOTION** by George Phelan, seconded by Gale Mastrofrancesco, it was unanimously voted to adjourn the meeting at 7:20 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

David Valletta, Chairman
WOLCOTT TOWN COUNCIL

September 13, 2016

Ms. Beth Gaudiosi
Wolcott Town Council Secretary
Town Hall
10 Kenea Avenue
Wolcott, CT 06716

Re: Purchase of 180 Nichols Road, Wolcott

Dear Ms. Gaudiosi:

May this serve as a follow up to the Town Council meeting of September 6, 2016 at which Resolutions #416 and #417 were passed unanimously.

On further reflection I note that the Contract for the purchase of the property required Town Council approval.

There was no voiced objection to the Contract, and the unanimous passage of Resolutions #416 and #417 certainly indicates the Town Council approved the purchase. Out of an abundance of caution, I ask that the next Town Council Agenda include an item to formally approve the Contract of Sale regarding 180 Nichols Road, Wolcott, Connecticut between Maynard Olmstead as Seller and the Town of Wolcott as Purchaser, which Contract was signed by Mayor Dunn on April 14, 2016 and by Maynard Olmstead on April 20, 2016.

Additionally, I ask that the next Town Council Agenda also include an item to formally authorize the preparation and printing of an Explanatory Text for the Referendum Question regarding the property purchase and the acceptance of the State Grant for such purchase.

Should you have any questions please feel free to contact me.

Very truly yours,

William F. Tynan

WFT/dll

TOWN OF WOLCOTT
EXPLANATORY TEXT OF REFERENDUM QUESTION TO APPEAR ON
THE NOVEMBER 8, 2016 ELECTION BALLOT

The preparation of the following explanatory text was authorized by the Town Council on 9/20/2016, was prepared by the Town Clerk and approved by the Town Attorney. The purpose of the explanatory text is to provide you with information about the Referendum Question that will appear on the ballot at the November 8, 2016 election.

The electors and persons qualified to vote at Town Meetings may vote on Tuesday November 8, 2016 between the hours of 6:00 am and 8:00 pm. Electors shall vote at their respective polling places. Residents who are not electors, but own property assessed at \$1,000 or more on the Wolcott Grand List as of 10/1/2015, shall vote in the Town Council Chambers in the Wolcott Town Hall, 10 Kenea Avenue. The referendum question is as follows:

“SHALL THE TOWN OF WOLCOTT PURCHASE 180 NICHOLS ROAD, WOLCOTT CONNECTICUT FOR THE SUM OF \$325,000 AND ACCEPT A STATE GRANT TO FINANCE SAID PURCHASE IN THE AMOUNT OF UP TO \$350,000? YES OR NO

The Grant is for the purposes of Open Space and Recreational Use. The property to be purchased is located at 180 Nichols Road. The property is approximately 8 acres, including a small house and garage, and is across from the Woodtick Recreation Area. It is surrounded by property already owned by the Town of Wolcott and being utilized as BAW baseball fields, a picnic pavilion and a public parking lot. Additional information is available for public inspection in the Office of the Wolcott Town Clerk.

Voters approving the purchase and acceptance of the Grant will vote “Yes” and those opposing the purchase and acceptance of the Grant will vote “No”.

CONTRACT OF SALE

CONTRACT OF SALE between MAYNARD OLMSTEAD, of Wolcott, CT, the Seller (the singular including the plural), and THE TOWN OF WOLCOTT of 10 Kenea Avenue, Wolcott, CT, the Purchaser (the singular including the plural);

WITNESSETH:

That the Seller agrees to sell and convey and the Purchaser agrees to purchase all that certain eight (8) acres of real property together with all appurtenances thereto and all improvements thereon, being the premises known as 180 Nichols Road, located in Wolcott, Connecticut, which is more particularly shown on the Schedule A which is a part of this Contract. Such property is sometimes referred to herein as the "premises" or the "subject property".

The following are the terms and conditions of this Contract:

1. CONSIDERATION:

A. The purchase price is THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS \$325,000.00

Which the Purchaser agrees to pay as follows:

By wire transfer or bank check
made payable to the order of the Seller,
unless otherwise instructed, on delivery of the
deed, the sum of THREE HUNDRED
TWENTY FIVE THOUSAND DOLLARS \$325,000.00

TOTAL: \$325,000.00

2. EFFECT:

A. The covenants and agreements herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns. This Contract constitutes the entire agreement between the parties and may not be changed except by a contract in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, estoppel or discharge is sought.

B. It is further agreed that all previous contracts and/or binders between said parties for the sale of said premises shall be superseded hereby and that this Contract shall be substituted therefore rendering all said prior contracts and/or binders null and void.

3. DEED:

Unless otherwise provided herein, the Seller shall deliver at the closing of title at the Seller's expense a Warranty Deed as is customarily used in Connecticut practice sufficient to convey to the Purchaser marketable title to the premises free from all encumbrances and defects not excepted in this Contract. Any real estate conveyance taxes shall be paid by and at the expense of the Seller at the closing of title. The Purchaser shall bear the expense of recording said deed and of filing the survey, if any. Any title search, title insurance policy or survey desired or required by the Purchaser shall be at the expense of the Purchaser.

4. POSSESSION:

Exclusive possession of said premises, free from all tenants and occupants, is to be delivered to the Purchaser at closing in "AS IS" condition.

Notwithstanding the foregoing, the grandson of the Seller, (Kraig Olmstead), who currently occupies the residence at the premises shall be allowed to remain in possession of the house and nearby garage, and that portion of the premises serviced by the driveway from Nicholas Road to such residence, provided that on or before the date of closing he signs a non-assignable written Lease, satisfactory to the Purchaser, allowing his occupancy for up to one year from the date of closing of title, without any rental charge. Such Lease shall, among other things, provide that during such period of residency, the Tenant shall be solely responsible for all utilities, maintenance, repair and upkeep of such residence, garage and of that portion of the premises serviced by the driveway at his sole cost and expense and shall surrender the property, broom clean and free of all personal property, in the same condition as on the day of closing, reasonable wear and tear excepted.

The provisions of this Article 4 shall survive the closing and transfer of title.

5. CONDITION OF PREMISES; INSPECTIONS:

The Purchaser agrees that this Contract is entered into relying solely on Purchaser's inspection of and knowledge of the value and condition of the land or relying solely upon the Purchaser's having appraisals and inspections thereof to be made on Purchaser's behalf.

The following representations made by the Seller are based only upon the Seller's best knowledge, information and belief, and shall not survive the closing of title:

(A) There are no leased fixtures on the premises except as herein otherwise expressly set forth.

(B) Throughout the period between the date of this Contract and the closing of title, the Seller, as his own expense, shall maintain the grounds covered by this Contract, which are not in the possession of the Purchaser, in their usual and normal condition.

(C) The Purchaser shall have the right to make a final inspection of the premises prior to the

closing of title for the sole purpose of determining whether the premises are in substantially the same condition as they were at the date of this agreement.

(D) The Purchaser will be provided with a copy of any existing survey or certified plot plan of the premises, if available. The Seller will execute an affidavit stating either that no changes have been made to the state of facts as shown on said survey or plot plan; or exactly what changes have been made.

(E) The Purchaser will be provided the customary Title Insurance Affidavit, executed by the Seller at the time of closing of title, with respect to the nonexistence of mechanics' or materialmen's liens, tenants' rights, bankruptcy proceedings and the like.

The Purchaser shall have the right to select various professional(s) to inspect, test and/or investigate the property including building, mechanical, structural, water supply, septic system and environmental assessments. The Purchaser shall pay for the cost of such inspection(s). All inspections shall be ordered within seventy five (75) days of the signing of this Agreement by all parties. All inspection shall be completed no later than one hundred (100) days following the date of the signing of this Agreement by all parties. If such inspections, tests or investigations reveal defects or conditions that adversely affect the property, Purchaser shall provide Seller with copies of any reports which indicate such defects or conditions no later than one hundred twenty (120) days after the signing of this Agreement. If the parties cannot come to a mutual agreement resolving such matters within one hundred thirty (130) days following the execution of this Agreement then Purchaser may choose to terminate this Agreement and the Agreement shall be null, void and of no further force and effect. Failure of Purchaser to furnish such reports to Seller by the date contained herein shall be conclusively considered approval and acceptance of any conditions discovered or that could have been discovered by such inspections. Failure of Purchaser to notify Seller in writing that Purchaser chooses to terminate this Agreement by the date contained herein shall be conclusively considered approval and acceptance of the property conditions.

6. APPORTIONMENTS:

Real Estate Taxes shall be apportioned on the Closing of Title in accordance with the standards and custom of the town of Wolcott.

7. TITLE:

If, upon the date of Closing of Title as herein provided, the Seller shall be unable to convey to the Purchaser a good and marketable title to the premises described in Schedule A, subject only to matters excepted in this Contract, the Seller shall have a further period of thirty (30) days within which to perfect title. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as (i) such matter is not construed as an encumbrance or defect under the Standards of Title of the Connecticut Bar Association as amended, or (ii) the Seller or his attorney can arrange, within thirty (30) days after receipt of written notice from the Purchaser or his attorney of a presumed defect of title, for the issuance to the Purchaser at the Purchaser's expense of a policy of title insurance on the premises without any exception as to such presumed defect. If the

Seller shall be unable to convey good and marketable title to the premises as provided in this paragraph, the Purchaser may elect to accept such title as the seller can convey upon the payment of the purchase price as aforesaid, or may elect to rescind this Contract. If the Purchaser shall elect to rescind, this Contract shall terminate and become null and void and all further claims and obligations between the parties hereto, by reason of this Contract, shall thereupon be released and discharged.

8. DEFAULT:

(A) In the event that the Purchaser is in default by reason of failure or refusal to comply with any of the terms of this Contract, the Seller shall be entitled to:

(1) Pursue any remedy available to him in law or in equity and further recover damages due him as a result of the Purchaser's default hereunder.

(B) In the event that the Seller is in default by reason of failure or refusal to comply with any terms of this Contract, the Purchaser may pursue any remedy available to it in law or in equity and further recover damages due it as a result of the Seller's default hereunder, except that failure to comply by the Seller, as a result of encumbrances or defects in title shall be governed by the provisions of Paragraphs 7 and/or 10 of this Contract.

The parties further agree that the party who is in default shall pay all costs and expenses incurred by the other party as a result of such other party's enforcement of this Contract, including a reasonable attorney's fee.

9. ASSIGNMENT:

This Contract shall not be assigned by the Purchaser without the prior written consent of the Seller.

10. ENCUMBRANCES:

In addition to those encumbrances set forth in Schedule A attached hereto, the property is to be conveyed and sold SUBJECT TO:

(A) Any and all laws, ordinances, governmental regulations and restrictive covenants regulating or prohibiting the occupancy, use and enjoyment of the land and regulating the character, size or location of any improvements now or hereafter erected on said land, provided that the Seller represents that there is no present violation of any of the same.

(B) Such state of facts as an accurate survey and/or physical inspection of said premises might reveal, provided the same do not render title unmarketable.

(C) Such highway easements as may be established by actual highway layout.

(D) Public utility easements furnishing services to the premises (such as water, sewer, gas, electricity and telephone) and not set forth in Schedule A.

(E) Taxes to become due the town, city or other taxing authority affecting said premises, and which are assumed by the Purchaser at the time of and as of the date of the closing.

11. BROKER:

Both Purchaser and Seller represent that no broker was the procuring cause of this Contract.

12. CLOSING:

The Closing of Title shall take place at the office of Tynan & Iannone, 250 Wolcott Road, Wolcott, Connecticut within thirty days after satisfaction of all contingencies set forth herein.

13. APPRAISAL CONTINGENCY:

The Purchaser's obligations hereunder are subject to its receipt of two commercial appraisals of the premises to be obtained at the Purchaser's sole expense, establishing a value of at least Three Hundred Twenty Five Thousand (\$325,000.00) Dollars.

14. OTHER PROPERTY; RELEASE OF CLAIMS:

In partial consideration of this Agreement: (1) the Seller shall execute a Quit Claim Deed, in form acceptable to the Purchaser, of the adjacent property lying Northerly and Westerly of the premises being retained by the Seller; and (2) the closing of title shall also be deemed as Seller's Release of all claims for damages for trespass by Purchaser on the property being conveyed, particularly for construction and use of a driveway for parking and for access to other adjacent land of the purchaser.

15. FUNDING OF GRANT:

The Seller recognizes that the Purchaser anticipates that the funds required to consummate this transaction will be obtained by virtue of a STEAP Grant to the Purchaser from the State of Connecticut and that the Purchaser's obligations hereunder are contingent upon receipt of such grant funding to purchase the subject property for open space and recreational purposes.

16. TOWN COUNCIL AND TOWN REFERENDUM APPROVAL:

The Purchase of the property by the Town of Wolcott is subject to the approval by the Town Council of the Town of Wolcott and by the voters of the Town of Wolcott at a Town Referendum to be held pursuant to Connecticut General Statutes and the Charter of the Town of Wolcott.

17. SUCCESSORS AND ASSIGNS:

The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE PURCHASER
DATED THIS 14th DAY OF April
2016.



THE TOWN OF WOLCOTT
BY MAYOR THOMAS G. DUNN

THE SELLER
DATED THIS 14th DAY OF
2016.

MAYNARD OLMSTEAD

17. SUCCESSORS AND ASSIGNS:

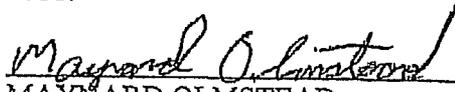
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THE PURCHASER
DATED THIS DAY OF
2016.

THE TOWN OF WOLCOTT
BY MAYOR THOMAS G. DUNN

THE SELLER
DATED THIS DAY OF 4-20 - ,
2016.


MAYNARD OLMSTEAD

SCHEDULE A

A certain piece or parcel of land, with the improvements thereon, situated in the Town of Wolcott, County of New Haven and State of Connecticut, bounded and described as follows:

NORTHERLY: By highway leading from said Woodtick to the Wolcott Road, (Nichols Road, so-called);

EASTERLY: By land formerly of Gustave Cornells, and land now or formerly of C.D. Tuttle;

SOUTHERLY: By land now or formerly of C.S. Tuttle; and

WESTERLY: By land formerly of Gustave Cornells.