

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

AGENDA
BOARD OF FINANCE
Special Meeting
Tuesday, January 21, 2020
5:30 P.M. - Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2020 JAN 16 AM 8:30
TOWN CLERK

1. Pledge of Allegiance
2. Call to order and establishment of a quorum
3. To consider and act upon a vacancy created by the resignation of James Reid until such vacancy can be filled at the next municipal election. (November 2, 2021)
4. Town Clerk to swear in new member.
5. To consider and act upon a recommendation from the Board of Selectman, pending the outcome of its January 21, 2020 regular meeting, to approve the purchase of real estate located at **13 Parkway Drive** and appropriate **\$26,000** for said purchase from **Line Item #205-31520 Undesignated Fund Balance**, based upon its consistency with the Capital improvement Plan and move forward to the Representative Town Meeting as required.
6. Adjournment

WATERFORD REPUBLICAN TOWN COMMITTEE

P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

RE: Board of Finance Vacancy

January 15, 2020

RECEIVED FOR RECORD
JAN 16 2020
2020 JAN 16 AM 8:12
TOWN CLERK

Dear Dave,

Please be informed that the Vacancy Committee (Nominating) of the Waterford Republican Town Committee has recently endorsed Mr. Tali Maidelis of 38 Beacon Hill Drive, Quaker Hill, CT to replace of Mr. James Reid of 17 Whaling Drive, Waterford, CT and fill the vacancy on the Board of Finance created by his recent resignation

The Vacancy Committee kindly requests that the name of Mr. Tali Maidelis be placed in nomination to the Board of Finance and its upcoming meeting.

Thank you in advance for your attention and cooperation in this request.

Sincerely yours,

Kathleen M. McCarty
WRTC, Chairman

cc: Mr. Ron Fedor
Chairman of the Board of Finance

CONTRACT OF SALE

CONTRACT OF SALE, made this 17th day of December, 2019, between Carol Caulfield and the Estate of Joseph C. Caulfield, of Waterford, Connecticut 06385, hereinafter throughout described as the SELLER, and the TOWN OF WATERFORD, a municipal corporation located in the County of New London, State of Connecticut, acting hereby by Robert J. Brule, its First Selectman, hereinafter throughout described as the BUYER,

W I T N E S S E T H:

THAT the Seller agrees to sell and convey upon the conditions herein, and the Buyer agrees to purchase, all that certain real property, hereinafter referred to as the premises, known as 13 Parkway Drive, Property ID #2443195, Waterford, Connecticut, as more particularly described on Schedule "A" attached hereto.

1. CONSIDERATION

The purchase price is Twenty Five Thousand and No/100 Dollars (\$25,000.00):	<u>\$25,000.00</u>
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A. Upon the signing of this contract by both Seller and Buyer, a deposit of Five Hundred and No/100 Dollars (\$500.00) to be held by Partner Network Real Estate, real estate agent for Seller;	\$500.00
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B. By bank check or money draft at the time of the delivery of the deed, as hereinafter provided Twenty Four Thousand Five Hundred and No/100 Dollars (\$24,500.00); balance	\$24,500.00
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TOTAL PRICE:	<u>\$25,000.00</u>
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AVENA & KEPPEL, LLC

ATTORNEYS AT LAW

30 SOUTH ANGUILLA ROAD • P.O. BOX 1445 • PAWCATUCK, CT 06379 • (860) 598-3759
JURIS NO. 409171

2. CONDITIONS PRECEDENT TO PERFORMANCE

The Buyer's obligations to purchase the Premises is conditioned upon the Buyer obtaining the following reviews and approvals which shall be regarded as conditions precedent to performance:

A. The Buyer must obtain approvals from the Waterford Board of Finance, Board of Selectmen, Representative Town Meeting and Planning and Zoning Commission.

B. Upon execution of this agreement, the Buyer will immediately seek said approvals, and in the event the Buyer is unable to receive said approvals on or before February 15, 2020, this agreement shall terminate, the deposit shall be returned to the Buyer, and thereafter, the parties shall have no further obligations to each other under the terms of this agreement.

C. Probate Court approval.

3. DEED

The deed of conveyance shall be a full covenant Connecticut Warranty Deed and Executor's Deed, and shall be duly executed and acknowledged by the Seller, conveying all title in and to said premises. The Buyer shall be responsible for any expenses of recording said Deed.

4. ADJUSTMENTS

Taxes, assessments and other municipal charges and similar charges, shall be apportioned in the manner customarily used in the

town where the premises are located as of the date of the delivery of the deed as herein provided. If delivery of said deed shall take place before any tax, assessment, or rate is determined, the last determined tax, assessment or rate shall be used for the purpose of apportionment.

5. RISK OF LOSS

The risk of loss or damage to the premises until the time of the delivery of the deed is assumed by the Seller. In the event that such loss or damage does occur prior to the delivery of the deed, the Seller shall be allowed a reasonable time thereafter, not to exceed thirty (30) days after the date for the delivery of the deed hereunder, within which to repair or replace such loss or damage. In the event the Seller does not repair or replace such loss or damage within said time, the Buyer shall have the option:

A. of terminating this Contract in which event all sums paid on account hereof, or advanced costs, if any, are in fact incurred by the Buyer, shall be paid to the Buyer without interest thereon. Upon receipt of such payments 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;

B. of accepting a deed conveying said premises in accordance with all the other provisions of this Contract, upon payment of the aforesaid purchase price and of receiving the benefit of all

insurance monies recovered or to be recovered on account of such loss or damage, less the amount of any monies actually expended by the Seller on said repairs.

Written notice of Buyer's exercise of either of these options shall be given by the Buyer to the Seller by mail, directed to the Seller at his address as hereinbefore written, within five (5) days after the expiration of the time provided hereunder for Seller to repair or replace the loss or damage.

6. TITLE

If, upon the date of closing of title as hereinafter provided, the Seller shall be unable to convey to the Buyer a good and marketable title to the premises, subject only as aforesaid, 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 such matter is not construed as an encumbrance or defect under the Standards of Title of the Connecticut Bar Association, where applicable, or where a policy of title insurance can be obtained at Buyer's expense at no additional premium without any exception for the presumed title defect. If, at the end of said period, Seller is still unable to convey good and marketable title to the premises subject only as aforesaid, the Buyer may elect to accept such title as the Seller can convey upon the payment of the purchase price as aforesaid, or may refuse to accept the deed of

conveyance. Upon such refusal all sums paid on account hereof, together with the reasonable fees for the examination of the title to the premises, if any are in fact incurred by the Buyer, shall be paid to Buyer. Upon receipt of such payments this Contract shall terminate and become null and void and all further claims and obligations between parties hereto, by reason of this Contract, shall thereupon be released and discharged.

7. REPRESENTATION

Seller represents, in order to induct Buyer to enter into this Contract, unless otherwise stated, at the time of closing of title that:

A. There shall exist no violations of any governmental rules, regulations or limitations, including provisions of any ordinance, municipal regulation, including planning and zoning and applicable building and/or health codes, or public or private law, relating to the premises being conveyed herein, including any building, appurtenances, fixture or system located thereon.

B. There shall exist no violations of any restriction, covenant, agreement or condition affecting the premises being conveyed, as provided herein.

C. Seller is record owner in fee simple of the premises being conveyed herein.

D. There are no municipal or state assessments imposed on said premises, and there have been no municipal improvements made

for which an assessment has been or will be levied, except as specifically set forth herein.

E. There are no current pending or threatened administrative or legal actions against the Seller under any hazardous waste, pollution, or other environmental law or regulation and that the Seller has not received any notice from any state, federal or local governmental authority to the effect that it may not be in full compliance with any hazardous waste, pollution or other environmental law or regulation. Seller further represents that there are no hazardous or toxic substances on the subject property.

8. CLOSING

The closing shall be held ten (10) days after the expiration of any appeal periods for all of the town reviews and approvals required and Probate Court approval and take place at the offices of Avena & Kepple, LLC, 20 South Anguilla Road, Pawcatuck, Connecticut, or at such other place or time as may be mutually agreed upon by the parties hereto upon payment of the aforesaid purchase price, but no later than February 25, 2020, without the written consent of both parties.

9. DEFAULT

In the event the Buyer is in default by reason of failure or refusal to comply with any of the terms of the Contract, the Seller may cancel this Contract and retain all payments paid to the escrow

agent as liquidated damages to compensate the Seller for actual reasonable attorney's fees, miscellaneous costs incidental to the sale, loss of time in securing a Buyer and for other cause and damages incapable of exact determination such as, but not limited to, expenses incurred in the continued maintenance of the property, taxes, interest and insurance, damages incorrect in the removal of the property from the real estate market during the period of this Contract, inconvenience of relisting the Premises for sale, additional legal fees, and loss of interest income on the balance of the purchase price and/or enforcement of this contract according to law or equity.

If the Seller shall default, the Buyer may enforce this Contract according to law or equity, except that the Seller's failure to perform as a result of title defects and/or loss or damage to the property prior to closing shall be governed by the provisions of Paragraphs 5 and 6 of this Contract.

10. COMPLIANCE

The delivery of the deed and closing of title shall constitute full compliance by the Seller with all of the terms, covenants, conditions and representations contained herein or connected with this transaction, with the exception of the warranties and covenants of the warranty deed and any other obligations expressly stated herein to survive the delivery of the deed.

11. ENVIRONMENTAL STUDY

Seller shall provide Buyer with all environmental studies and tests performed in his possession on said premises for any contamination, spill, or leak, within two (2) weeks of the date of both parties signing this agreement. As used herein, the term "waste material" shall mean any "solid waste," "hazardous waste," or "hazardous substance," as such terms are defined by the Resource Conservation and Recovery Act of 1980, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any other federal, state or municipal law, regulations, or guideline; tort, contract or common law; any mixture of sewerage or other waste material that passes through a sewerage system to a treatment facility.

Buyer reserves the right to further inspect and conduct additional studies and testing on the premises during the period prior to closing. If any waste material is discovered in, on, or beneath the real property as a result of said testing and inspection, Buyer may, by written notice given to Seller or Seller's attorney, elect to terminate this Agreement or perform it according to its tenor. Should Buyer elect to terminate this Agreement pursuant to this paragraph, Seller shall immediately return to Buyer all monies deposited with Seller or Seller's attorney pursuant to this Agreement and this Agreement shall be null and void, of no further force or effect, and neither party shall have any rights, in law or equity, against the other.

The terms of the aforesaid are to apply and bind the heirs, executors, administrators, successors and assigns of the respective parties.

Wherever the same shall apply, the singular shall include the plural, and the use of any gender shall be applicable to all genders.

12. CONDITION OF THE PREMISES

The parties agree that the property is to be vacant at the time of closing and that no tenants or rights to occupy by any tenants shall exist at the time of closing.

13. COMMISSION

The real estate agent in this transaction is Partner Network Real Estate which commission shall be paid by Seller.

[The rest of this page is intentionally left blank. Signature page to follow.]

AVENA & KEPPLER, LLC

ATTORNEYS AT LAW

30 SOUTH ANGUILLA ROAD • P.O. BOX 1446 • PAWCATUCK, CT 06379 • (860) 569-3739

JURIS NO. 409171

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

SELLER:

Harry Picazio
Witness

Harry Picazio
Witness

Carol Caulfield
CAROL CAULFIELD

Michael Caulfield
MICHAEL CAULFIELD, EXECUTOR
ESTATE OF JOSEPH C. CAULFIELD

BUYER:
TOWN OF WATERFORD

Robert Brule
Witness

Alan H. Gaudin
Witness

By: Robert Brule
Robert J. Brule
Its: First Selectman
Duly Authorized

N/A	N/A	2,614	N/A
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	RES LOT	N/A
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Caulfield Carol	Tax Billing Zip:	06385
Owner Name 2:	Caulfield Joseph C	Tax Billing Zip+4:	3920
Tax Billing Address:	6 Woodland Rd	Owner Occupied:	No
Tax Billing City & State:	Waterford, CT		

Location Information

Municipality/Township:	Waterford	Flood Zone Code:	AE
Census Tract:	6935.00	Flood Zone Panel:	09011C05113
Charter Route:	C002	Flood Zone Date:	08/05/2013
Zoning:	VR75W		

Tax Information

Property ID:	2443195	Annual Tax:	\$776
Tax Year:	2018		

Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$28,290	\$28,290	\$28,290
Assessed Value - Land	\$28,290	\$28,290	\$28,290
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Total Tax	Tax Year	Change (\$)	Change (%)
\$758	2016		
\$765	2017	\$7	0.92%
\$776	2018	\$11	1.45%

Estimated Value

Value As Of:	02/04/2019
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SCHEDULE A

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

January 14, 2020

Robert Brule, First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

RE: APPLICATION #PL-20-1 – 13 Parkway Drive – Acquisition of Land

Dear Mr. Brule:

At a meeting on January 13, 2020, the Planning & Zoning Commission took the following action in regard to the above referenced application:

APPROVED: #PL-20-1 – Request of the Town of Waterford Board of Selectmen for municipal improvement in accordance with Section 8-24 of the Connecticut General Statutes to accept the property located at 13 Parkway Drive for recreation and open space purposes.

This approval and attached minutes constitutes a report required under CGS 8-24 of the Connecticut General Statutes. A copy of this letter should be included with any request for funds or authorization for grant applications. If you have any questions, please do not hesitate to call this office.

Sincerely,

Joseph Bunkley, Chairman
Planning & Zoning Commission

By:

Mark Wujtewicz
Planner

cc: RTM Moderator
Board of Finance
Director of Finance