

**SUGGESTED RESOLUTIONS FOR THE
COLUMBIA BOARD OF SELECTMEN
OBERLANDER OPEN SPACE ACQUISITION**

WHEREAS, the Town's Open Space Committee has recommended to the Board of Selectmen that the Town acquire as additional open space a certain undeveloped parcel of land described in the resolution below that is near other lands that the Town has been acquiring to preserve open space; and

WHEREAS, the Board of Selectmen has determined it to be appropriate to seek to acquire such parcel using funds in the Town's Land Acquisition Fund governed by Ordinance 8-13.

NOW, THEREFORE, BE IT RESOLVED

THAT: The Town of Columbia seek to acquire, as additional open space land, an undeveloped, landlocked parcel consisting of 57+ acres identified as parcel 3 on Map 43 by the Town Assessor (the "Property"), from the claimed owners thereof, Robert J. Oberlander, William G. Oberlander, Ida Oberlander, Edward Oberlander, Jr. (collectively the "Oberlanders") once the Oberlanders have resolved certain deferred probate matters and can deliver clear marketable title to the Property to the satisfaction of Town Counsel;

THAT: The Board of Selectmen, subject to Town meeting approval referenced below, empower the First Selectman to negotiate an agreement for the purchase and sale of the Property from the Oberlanders providing for a purchase price of \$105,000, as shall be adjusted for unpaid taxes and other normal closing adjustments.

THAT: Such purchase and sale agreement also set forth as conditions precedent to closing: (i) a requirement that the Oberlanders remedy all title issues so as to be able to deliver marketable title by warranty deed; (2) a provision for the Town to obtain at its expense an A-2 survey of the Property satisfactory in form and substance to the First Selectman; and (3) a provision allowing for any approval of the Town's Planning & Zoning Commissioner and the Town's Financial Planning and Allocation Commission ("FIPAC"), and a Town Meeting as the Board of Selectmen may determine to be appropriate;

THAT: Such purchase and sale agreement further provide that all conditions precedent be satisfied and the Property acquired by the Town prior to April 1, 2018;

THAT: Such purchase and sale agreement further contain such ordinary and usual terms and conditions as Town Counsel shall recommend and the First Selectman shall approve;

- THAT: If FIPAC (already defined above) and a Town Meeting approve the acquisition of the Property, the final purchase price for the Property be charged to the Land Acquisition line item of the Town's current Budget;
- THAT: The Town Administrator present for the Board of Selectmen the proposed acquisition of the Property to FIPAC and seek FIPAC's approval thereof;
- THAT: The Town Administrator present for the Board of Selectmen the proposed acquisition of the Property to the Town's Planning and Zoning Commission for review pursuant to Connecticut General Statutes Section 8-24;
- THAT: If acquisition of the Property receives favorable responses from FIPAC and a report from Planning and Zoning Commission has been obtained or the statutory thirty-five (35) days specified in Connecticut General Statutes Section 8-24 have passed without a report, the Board of Selectmen establishes, without need for further action on its part, a Special Town Meeting pursuant to Article 2 Section 2.4(d) of the Town Charter to be held on _____, 2017 at _____ p.m. at Yeoman's Hall for the purpose of presenting FIPAC's approval and any report of the Planning and Zoning Commission and discussing and acting upon the proposed purchase of the Property pursuant to a purchase and sale agreement to be negotiated so as to address the requirements established in this resolution by the Board of Selectmen and so as to establish such other ordinary and usual terms and conditions as Town Counsel shall recommend and the First Selectman shall approve; and for the purpose of reserving funds in the Land Acquisition line item of the current Town Budget in order to fund the purchase of the Property;
- THAT: For avoidance of doubt if such Town Meeting is held and the acquisition of the Property is favorably acted upon at such Town Meeting, the First Selectman shall submit the subsequently negotiated purchase and sale agreement to the Board of Selectmen for review and further authorization for the First Selectman to execute the same for or on behalf of the Town, unless the Board of Selectmen determines for whatever reason that further review and approval of the purchase of the Property by a second Town Meeting is required because such purchase and sale agreement materially varies from the requirements of this resolution; and
- THAT: Should FIPAC not favor the acquisition of the Property, the Town Administrator shall report thereon to the Board of Selectmen and the Board shall review FIPAC's adverse determination and reconsider the merits of acquiring the Property utilizing other Town resources.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2017, by and among ROBERT JOSEPH OBERLANDER of Venice, Florida; WILLIAM GEORGE OBERLANDER, of Somerset, New Jersey; IDA OBERLANDER, of Franklin Square, New York; and EDWARD OBERLANDER, JR., of East Northport, New York (hereinafter collectively referred to as the "Seller"), and THE TOWN OF COLUMBIA, a municipal corporation having its territorial limits in the County of Tolland, Connecticut (hereinafter referred to as the "Purchaser" or the "Town").

WITNESSETH

In consideration of the mutual agreements hereinafter made, the parties hereto agree as follows:

1. PREMISES. Subject to the provisions of this Agreement, Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase that certain piece or parcel consisting of approximately ___ acres of land, together with all the improvements thereon and appurtenances, identified on the Columbia Tax Assessor's Map ___, Lot ___, and more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Premises"). Said Premises will be conveyed in the present "AS IS" condition.

2. TITLE. (a) The Premises shall be conveyed to Purchaser, or its designated assignee, free and clear of all encumbrances, liens or exceptions to title, and subject to the provisions of this Section. The title herein required to be furnished by the Seller shall be marketable, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Seller acknowledges that legal action is necessary to establish the chain of title between the current record owners of the property who are John Oberlander, Edward Oberlander, Jr., William G. Oberlander and Robert G. Oberlander, Jr. and Seller, who claims to be the current beneficial owner of the Premises and entitled to title ownership. Seller shall take such actions as necessary to establish Seller as record owner promptly upon the Town's satisfaction of the preconditions set forth in Section 4.

(b) In the event, however, that the examination of title reveals any other encumbrance or defect other than as herein provided for, Purchaser shall have the option to waive the same and complete the transaction, but in the absence of such waiver, Seller shall be allowed an additional thirty (30) days after written notice thereof within which to eliminate such other encumbrance or defect. If such elimination is not completed within said period of thirty (30) days or if Seller within said period gives written notice of Seller's inability or unwillingness to eliminate the same at Seller's own expense, and, in either case, if such elimination has not been waived by Purchaser, Purchaser shall be entitled to a refund of the total deposit referred to in Section 3 hereof, and thereafter all rights, duties and obligations of the respective parties

hereunder shall terminate, including the right of Purchaser thereafter to waive such elimination.

(c) A title search shall be procured by and paid for by the Seller and provided to Purchaser once Seller has addressed the title defect referenced in Section 2(a).

3. PURCHASE PRICE. The purchase price shall be One Hundred and Five Thousand Dollars (\$105,000.00) which the Purchaser agrees to pay as follows:

(a) A deposit, upon the satisfaction of the conditions set forth in Section 4 shall promptly be made by the Town and be held by Purchaser's Attorney subject to the terms of this Agreement in the amount of \$500;

(b) A payment by bank check at time of closing and delivery of the deed as hereinafter provided in the amount of \$104,500.00 subject to adjustment as herein provided.

4. CONDITIONS PRECEDENT. Purchaser and Seller acknowledge that the obligations of the Purchaser hereunder are contingent upon receipt of any necessary municipal approvals including, without limitation, approval by the Board of Selectmen, review of the transaction by the Planning and Zoning Commission under Conn. Gen. Stat. §8-24, approval by the Town's Financial Planning and Allocation Commission ("FIPAC") and approval of the acquisition of the Premises and any necessary appropriations or transfers of appropriations by a Town Meeting. Purchaser agrees to seek all approvals subject to the requirement that the Purchaser receives clear title as provided in Section 2(a). Purchaser acknowledges that Seller will not commence its activities to establish title as provided in Section 2(a) until the Purchaser obtains all such conditional approvals. The Purchaser shall report to the Seller promptly after obtaining such conditional approvals or determining that one or more of them have been denied at this time.

5. CONVEYANCE OF TITLE. The deed of conveyance to the Premises shall be a Statutory Form Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered, all at the Seller's expense, conveying the Premises to the Purchaser free and clear of all encumbrances or defects in title as hereinafter set forth, and Seller shall pay, at the time of such delivery, all conveyance taxes, if any. Seller shall also execute and deliver at time of closing affidavits for title insurance respecting the non-existence of claims for mechanics' liens or parties in possession and matters of survey.

The description of the Premises in the deed shall be in accordance with an A-2 survey, certified to Seller and Purchaser. Such survey shall be obtained by Purchaser at its expense once Seller has satisfied the requirements of Section 2(a).

6. EXCEPTIONS TO TITLE. The Premises will be conveyed by Seller and accepted by Purchaser subject to the following:

(a) any and all provisions of any ordinance, municipal regulation, public or private law;

(b) other easements, restrictions and encumbrances, if any, as listed in Schedule A.

It is understood and agreed that all title defects and any and all other title encumbrances affecting the Premises shall be the responsibility of Seller and shall be satisfied as required by this Agreement and in any case no later than at the time of closing.

7. ADJUSTMENTS. The real estate taxes shall be adjusted as of the date of closing in accordance with local custom. Should any tax, assessment, or rate be undetermined at the date of closing of title, the last determined tax, assessment or rate shall be used for the purposes of the adjustment.

Seller represents that Seller has not been notified or become aware of any municipal assessment or charges related thereto which may be levied against the Premises. In the event that such notice is received by Seller prior to the closing, such assessment or charge shall be paid by Seller whenever due, unless otherwise provided for herein.

8. CLOSING DOCUMENTS. At the closing, Seller shall deliver to Purchaser:

- (a) Proof of Seller's title to the Premises;
- (b) The Warranty Deed referred to in Section 5 herein and any necessary state or municipal conveyance tax forms;
- (c) Releases of any monetary liens on the Premises;
- (d) Owner's affidavits as may be required by Purchaser's title insurer;
- (e) Evidence of payment of current real property taxes; and
- (f) FIRPTA Affidavit.

9. DEFAULT. In the event Purchaser shall fail to perform any of Purchaser's obligations and duties hereunder, and the referenced deposit has been made, Seller shall be entitled to the right to retain the above-mentioned deposit made on account of the purchase price as liquidated damages for the breach hereof and in which event this Agreement shall terminate and neither of the parties shall have any further rights against the other. In the event Seller shall fail to perform any of Seller's obligations and duties hereunder, Purchaser shall have the right to seek whatever remedy it may have, either at law or equity including, without limitation, the right to specific performance.

10. TESTING CONTINGENCY. At all times prior to the closing, Purchaser shall have the right to conduct survey, planning, engineering, and environmental tests, inspections, or studies concerning the condition of the Premises and Purchaser's proposed use thereof, provided that Purchaser and its agents shall not hinder or interfere with any activities currently conducted on a portion of the Premises, and Seller hereby grants the right to Purchaser and/or its agents and employees to enter the Premises with personnel and equipment to conduct such tests, inspections, or studies. Purchaser agrees to hold Seller harmless from any loss, damage, claim or injury arising out of Purchaser's exercise of its rights under this Section.

If the results of any such tests, inspections or studies concerning the condition of the Premises are unsatisfactory to Purchaser, in its sole discretion, then Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before the closing date whereupon the deposit shall be returned and neither of the parties shall have any further rights against the other.

11. COOPERATION. At no cost to Seller, Seller will provide all reasonable cooperation to Purchaser in connection with tests, inspections or studies of the Premises prior to closing. Such cooperation shall include, but not be limited to, making available such information as Purchaser may reasonably request, execution of all necessary documents to facilitate Purchaser's plans, including licenses, permits, and applications, as well as attendance at and diligent participation in all necessary hearings and/or administrative proceedings.

12. CLOSING OF TITLE. The closing of title shall take place at the offices of Purchaser, Town Hall, 323 Jonathan Trumbull Highway, Columbia, Connecticut at a mutually convenient date and time once all pre-closing conditions and requirements have been satisfied, but no later than April 1, 2018. At the Closing, all documents required to be executed and delivered under the terms hereof shall be delivered. If the closing has not occurred, or been extended by mutual written agreement, by April 1, 2018, this Agreement will terminate thirty (30) days thereafter unless a suit for specific performance has been commenced by the Purchaser. At the expiration of such 30 days, if the Purchaser is in default, the Seller shall retain the deposit as liquidated damages as herein provided; but if the Purchaser is not in default, said deposit shall be returned and neither party shall have any further rights against the other hereunder.

13. NOTICES. Any notices required or contemplated by this Agreement shall be sent to Purchaser's address as follows:

Town of Columbia
Town Administrator
323 Jonathan Trumbull Highway
Columbia, CT 06237

with a copy to: Halloran & Sage LLP
225 Asylum Street
Hartford, CT 06103
Attn: Henry M. Beck, Jr., Esq.

and to Seller to: The Oberlanders
c/o Augustus Constantine, Esq.
117 New London Turnpike, # 3
Glastonbury, CT 06033

or to such other address as Seller or Purchaser, as the case may be, shall otherwise direct by notice similarly given. Any such notice shall be deemed to have been received when mailed, postage prepaid, to the addressee, certified mail, return receipt requested. Notices may also be hand delivered to the above respective addresses, such notices to be deemed received on the date of written acknowledgment of receipt by Seller or Purchaser, as the case may be.

14. NO BROKER. Purchaser represents and warrants that no agent or broker has called Purchaser's attention to the Premises, showed it to Purchaser or any representative of Purchaser or in any manner dealt with Seller or Purchaser or any of their representatives, or has been instrumental in effecting this transaction. Seller represents that the Premises are not listed with any real estate agent or agency. This Agreement is consummated by the parties in reliance upon the foregoing representations, and each party agrees to indemnify the other against and save one another harmless from any loss or expense, including without limitation, reasonable attorneys fees arising out of any claim by virtue of alleged dealings had by such claimant with Purchaser or Seller or any representative of either.

15. INSURANCE. Seller shall continue to maintain, in full force and effect, all insurance policies relating to or concerning the Premises until the closing.

16. ENVIRONMENTAL MATTERS. Seller represents and warrants to Purchaser that, to the best of Seller's knowledge that:

(a) Seller has not received notice that any use of or condition of the Premises is in violation or has violated any restriction, municipal ordinance, governmental law or regulation nor has Seller reason to believe that any such violation exists or has existed;

(b) The Premises are not the subject of any pending, threatened or anticipated claim, lawsuit, agency proceeding, or other legal, quasi-legal or administrative action or investigation;

(c) There are no ancient burial grounds or archeological artifacts located on the Premises.

The aforesaid representations and warranties shall survive the closing date and delivery of the deed hereunder until three (3) years from the closing date, at which time the aforesaid representations and warranties shall terminate.

Seller shall provide Purchaser with any and all information, environmental or otherwise, which he has concerning the Premises

17. CONDEMNATION.

(a) Seller shall promptly notify Purchaser in the event that all or any portion of the land or the buildings thereon is or is threatened to be taken by any public or private authority under the power of eminent domain or condemnation. In the event of any taking of the land or the buildings or any portion thereof by eminent domain or condemnation, Seller shall promptly advise Purchaser in writing of the award offered by the condemning authority.

(b) In the event of a taking referred to in subparagraph (a) above, Purchaser, at its sole option, may terminate this Agreement, or elect to accept a conveyance of the land, pursuant to the provisions of this Agreement, subject, however, to the condemnation claim, in which event Purchaser shall pay the full purchase price and Seller shall assign Seller's right to such condemnation claim to Purchaser. If Purchaser elects under this subparagraph (b), Seller shall not enter into any agreement with the condemning authority fixing the final award for such condemnation without the prior written consent of Purchaser. The provisions of this subsection shall not apply if the Purchaser is the condemning party.

18. SUCCESSION. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

19. COMPLETE AGREEMENT. It is understood and agreed that this Agreement (including the Schedules hereto) constitutes the entire contract between the parties hereto, and that no oral statement or promises or any understanding not embodied in this writing shall be valid.

20. ATTORNEYS' FEES AND COSTS. If any action is brought in court to enforce the provisions of this Agreement, the prevailing party shall be entitled to all court and sheriff costs and reasonable attorneys' fees.

21. GOVERNING LAW. This Agreement is executed under and shall be construed in accordance with the laws of the State of Connecticut without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts as of the day and year first above set forth.

WITNESSES:

Robert Joseph Oberlander

William George Oberlander

Ida Oberlander

Edward Oberlander, Jr.

TOWN OF COLUMBIA

By: _____
Carmen Vance
Its First Selectman

STATE OF)
) ss.
COUNTY OF)

On this the ____ day of _____, 2017, personally appeared before me, Robert Joseph Oberlander, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this the ____ day of _____, 2017, personally appeared before me, William George Oberlander, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On this the ____ day of _____, 2017, personally appeared before me, Ida Oberlander, signer and sealer of the foregoing instrument, and she acknowledged the same to be her free act and deed.

Notary Public
My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On this the ____ day of _____, 2017, personally appeared before me, Edward Oberlander, Jr., signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss. Columbia
COUNTY OF)

On this the ____ day of _____, 2017, personally appeared before me Carmen Vance, the First Selectman of the Town of Columbia, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said municipal corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Schedule A
ENCUMBRANCES

I MOVE to authorize the Town Administrator to submit the FY 2017-2018 STEAP Grant applications for the following projects:

- Construction of a Public Works Facility at 89 Route 6 for a maximum of \$500,000
- Joint project with Coventry for rehabilitation of the Hop River Bridge for a maximum of \$500,000

Small Town Economic Assistance Program (STEAP) Guidelines and Application

Please read this information before completing the application.

The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action (C.G.S. Section 4-66c) bonds. Two or more qualifying municipalities may submit a single application for an eligible capital project. This program is managed by the Office of Policy and Management and grants are administered by appropriate state agencies.

STEAP funds are issued by the State Bond Commission and **may only be used for capital projects**. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project. Projects should be consistent with local and State plans of Conservation and Development. Projects eligible for STEAP funds include:

- Economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- Recreation and solid waste disposal projects;
- Social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi-purpose human resource centers, and food distribution facilities;
- Housing projects;
- Pilot historic preservation and redevelopment programs that leverage private funds; and
- Other kinds of regional development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

Expenditures that cannot be funded by STEAP Grant funds:

- Programmatic expenditures or recurring budget expenditures are **not** eligible for STEAP or any other state bond program. However, some projects, while generally capital in nature, should not be funded with State bond money for various public policy reasons including but not limited to administrative improvements.
- The following expenditures are **not** eligible for reimbursement in construction, acquisition or development projects: ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; municipal salaries or employee expenses.
- Project components **not** allowable for STEAP fund payment: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. Examples of FF&E include desks, chairs, computers, electronic equipment, tables, bookcases and partitions.
- Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will **not** be funded without advance written approval of the administering agency.
- STEAP funds **cannot** be used to represent the required "match" portion for another state grant.

Please note that priority will be given to applications for projects that benefit two or more eligible municipalities. Each applicant municipality should submit an individual application for the eligible project. Applications should indicate how benefiting municipalities plan to split project costs.

For the purposes of this application and any subsequent award, "Authorized Signatory" refers to the municipality's Chief Executive (Town Manager, Mayor, First Selectman, etc.) – the individual who is legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements.

THIS APPLICATION, ITS RECEIPT, AND/OR ANY SUBSEQUENT ANNOUNCEMENT OR NOTIFICATION OF AN AWARD ASSOCIATED WITH THIS APPLICATION, DOES NOT CONSTITUTE A CONTRACT. A CONTRACT EXISTS ONLY WHEN ALL REQUIRED CONTRACTUAL DOCUMENTS ARE SUBMITTED AND APPROVED BY THE ADMINISTERING STATE AGENCY, AND THE TOWN IS NOTIFIED THAT THE CONTRACT IS FULLY EXECUTED.

State of Connecticut
Office of Policy and Management www.ct.gov/opm
STEAP Project Application, Analysis & Eligibility
Pursuant to Connecticut General Statutes Section 4-66g

APPLICATION FOR FY 2017 STEAP GRANT FUNDING

Please complete one application for each proposed project and also indicate the priority order of all projects submitted. If applications for more than one project are submitted at different times, please reprioritize previously submitted projects with each new application. Complete submittal instructions are outlined on the last page of this application.

Applicant Town(s): Tax ID (FEIN) No.:

Authorized Signatory Full Legal Name:

Authorized Signatory Title:

Authorized Signatory Email:

Authorized Signatory Phone Number: Extension:

Town Office Street Address / PO Box: Town Office Zip Code:

Proposed Project Street Address: Zip Code:

If available, GIS coordinates: Longitude: Latitude:

If no project address is available, please provide street intersection detail.

Requested amount of STEAP Funding (\$500,000 max): \$

Project Name:

Name, phone and email address of person preparing this application:

Identify town officials and professionals that may be contacted with questions regarding this application:

Name, phone and email address

Name, phone and email address

- 1.) Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. **Please be as comprehensive as possible in the description of this project** (*Note: only capital projects will be considered: new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project. For a description of expenditures that **cannot** be funded with STEAP funds, see pg. 1).

- 2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

- 3.) If the applicant is two or more eligible municipalities, how will this project create efficiencies, further cooperation among municipalities, and save costs for local taxpayers?

- 4.) What, if any, planning or design work has begun or been completed on this project?

- 5.) Is the proposed project consistent with the State Plan of Conservation and Development? (Plan detail is available at: www.ct.gov/opm/cdplan.) YES or NO

- 6.) Is the proposed project consistent with your local Conservation & Development (C&D) Plan(s)? YES or NO

- 7.) Last date local C&D Plan(s) Adopted: (mm/dd/yyyy)

- 8.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use? YES or NO

- 9.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area? YES or NO

- 10.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

11.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. *(If necessary, attach response in a separate document.)*

12.) Is this project a phase of a larger plan? YES or NO

If YES, please complete **a** through **e** below.
If NO, skip to #13.

a.) What phase are you applying for?

b.) How many phases are there in total?

c.) What state agency/agencies administers/administered the previous phase(s)?

Agency Name: or n/a

d.) Who is/was the state agency contact person for this project?

Agency Contact Name: or n/a

e.) Attach additional information regarding the overarching, long-term plan if applicable

Attached: YES or NO

13.) Are you providing Town/Local matching funds for this project?

YES or NO If YES, please detail within Funding Source table below.

4.) **Project Funding – Please indicate whether funds are secured or prospective**

Please complete the following table detailing project funding sources. Examples of the other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards used for previous phases of the project (please specify fiscal year), etc. Under uses please indicate estimated costs including, but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

Funding Sources	TOTAL	Secured Amount	Prospective Amount	Anticipated date funds will be secured
STEAP funds from this application if awarded:				
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Local/Town funds:				
Private funds (specify):				
Federal funds(specify):				
Other State funds: (Specify)				
Other funds (Describe):				
Other funds (Describe):				
Other funds (Describe):				
Total Project Cost:				
<u>STEAP Fund Use (Project Budget)</u>	<u>TOTAL</u>	<u>Expended to date</u>		
Professional Services:				
Acquisition:				
Construction:				
Renovation:				
Other (Describe):				
Other (Describe):				
Other (Describe):				
Total Project Cost				

15.) Please detail amounts and types of funds, if any that have been expended to date for this project.

16.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

17.) If this is a multi-phase project, please provide a brief summary of the work completed to date.

18.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin?

30 days / 60 days / 90 days/ 90+ days. Indicate answer here →

19.) Is there any other relevant information you feel may be helpful, please include it below:

20.) Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain.

21.) Was this project not selected in a previous round of STEAP grants?

22.) If other applications, for different projects, for **this round** of STEAP grants have already been submitted, please list below, in priority order, each of your projects (1 being top priority, 4 being last priority):

1.) 3.)

2.) 4.)

Attach the following material:

1. Site location map
2. Property boundary map
3. Two separate real estate appraisals, if land acquisition is proposed. ***Note: STEAP funds cannot exceed the appraised value established in the appraisals**
4. Project plans / concept plans
5. Proposed project schedule and duration of project (or project phase) to be funded by these STEAP funds should they be awarded
6. Project cost estimates supporting the request for funding (if available)
7. List of necessary local, state, and federal permits and approvals required for the project; list the status of each if applicable
8. Environmental site assessments (if applicable)
9. If applicable, any town resolution(s) in support of application for this grant

This page must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.

My signature below, as Authorized Signatory of the Town of _____, indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes; and
8. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded.
9. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date or after the end date (as set forth in the fully executed contract), without a full executed contract and advance written approval by the administering state agency to proceed.
10. I have read, in full, page 1 of this application package, entitled Small Town Economic Assistance Program (STEAP) Guidelines and Application.

Authorized Signatory's Name (Please Print)

Title

Signature

Date

Please submit your completed STEAP application and required documents electronically to:

opm.steapapplications@ct.gov

Amendment of Town Ordinance 6-4

I. **Amended Title of this Ordinance:** Title of Ordinance 6-4 is Amended to Read "An Ordinance Concerning Activities and Conduct at the Columbia Town Beach and the Launching of Watercraft from the Shoreline of Columbia Lake and Penalties for Violation of Such."

II. **Amended Section 2 of this Ordinance:** Section 2 of said Ordinance is amended and restated as follows:

Section 2.0 Definitions: For the purpose of this Section 2, the following terms shall have the meanings set forth in this Section 2.0:

- "Boat Launch" shall mean the boat launch owned, operated and maintained by the Town of Columbia at Lake which is located at the end of Beach Road. For purposes of this Section 2, Boat Launch, in addition to the designated launch ramp, shall also include the launch of any Watercraft from any other location at the Town Beach located on Beach Road.
- "Lake" shall mean Columbia Lake within the Town.
- "Lake Watershed" shall mean that area of the Town included in the Columbia Lake Watershed Protection Overlay Zones LAR, LBR and/or LCR pursuant to Section 21.4 of the Town's zoning regulations, as from time to time amended.
- "Inspection Procedures" shall mean such procedures as shall be established from time to time by the Town's Marine Patrol and published on the Town's website, and otherwise available in printed format free of charge at the Town Hall or from an inspector authorized pursuant to Section 2.3.
- "Non-Native Aquatic Species" shall mean aquatic flora and fauna having the potential for rapid growth, dispersion and displacement of native species within waterbodies of the State of Connecticut, as identified from time to time by the Commissioner of the State of Connecticut Department of Energy and Environmental Protection. Non-Native Aquatic Species shall also include any aquatic flora or fauna suspected to be such in the absence of a positive identification.
- "Time Periods" shall mean such time periods as the Selectmen shall establish as part of the Inspection Procedures during which an authorized Town employee will be available at the Boat Launch to conduct inspections in accordance with the Inspection Procedures.
- "Town" shall mean the Town of Columbia.
- "Watercraft" shall mean any boat, kayak, canoe, paddleboard, personal water craft or other contrivance with or without an independent means of propulsion and capable of carrying one or more persons on and over the surface of a waterbody. "Watercraft" shall also include any motor vehicle to which a trailer or other equipment is attached and used to transport and launch a Watercraft; all or any portion of which is immersed in a waterbody during the course of such launching.

Section 2.1 Use of Launch Ramp: Watercraft which require a powered vehicle to be launched must be launched and removed only from the designated launch ramp:

Section 2.2 Inspection of Watercraft Required: On and after the effective date of this ordinance, no person shall launch any Watercraft into the Lake from the Boat Launch unless the following conditions are met:

- (a) The Watercraft shall be inspected at the Boat Launch for the presence of Non-Native Aquatic Species, pursuant to the Inspection Procedures, and during one of the Time Periods.
- (b) If Non-Native Aquatic Species are discovered on a Watercraft during such inspection, all signs of such Non-Native Aquatic Species shall be removed from such Watercraft by the inspector and collected by the Town for further study or proper disposal, and applicable provisions of the Inspection Procedures shall be satisfied.

Section 2.3 Designation of Inspection Officials; Inspection Schedule and Fees: The Town's Board of Selectmen shall designate one or more Town employees to administer the inspection program and procedures described in Section 2.2 of this ordinance. All such employees shall be under the supervision of the Town's Marine Patrol, and shall receive such reasonably appropriate training as is necessary for the identification of, and potential locations on Watercraft of, Non-Native Aquatic Species. Fees for such inspections as may be set by the Town's Board of Selectmen shall be specified in the Inspection Procedures.

Section 2.4 Launching of Watercraft From Private Property or Other Town Property: No person shall launch any Watercraft into the Lake from any location other than the Boat Launch without making a personal inspection of such Watercraft in accordance with the Inspection Procedures unless such person has personal knowledge that such Watercraft has not been utilized in any other body of water for at least seven days.

Section 2.5 Penalties for Noncompliance: Any person who places a Watercraft into the Lake without complying with all applicable provisions of this ordinance shall be subject to: (i) the fine imposed pursuant to Section 15-180 of the Connecticut General Statutes, as from time to time amended, as enforced by the Town's resident state trooper; and (ii) any additional fine or other penalty specific to this Section 2 as may be imposed by Section 6 of this Ordinance.

III. Amended Penalty: The current penalty provision for Ordinance 6-4 is amended and restated to read:

Penalty: Any person, firm or organization may be fined an amount not more than \$50 for each offense under this Ordinance.

IV. Effective Date: This Amendment to Ordinance 6-4 shall take effect following publication in accordance with Town Charter Section 3.5.

**AN ORDINANCE CONCERNING ACTIVITIES AND CONDUCT AT THE
COLUMBIA TOWN BEACH AND PENALTIES FOR VIOLATION
OF SUCH**

Town Record Book 8 Page 389

Section 1: The use of glass containers at the Town Beach is hereby prohibited.

Section 2: All boats must be launched and removed from the Public Boat Launch. Boats which require a trailer or powered vehicle, to be launched at hours set by the Board of Selectmen. This is to be enforced during the season commencing May 28 - Labor Day or may be extended by the First Selectman.

Section 3: No person may launch a boat without first determining if the launch area is vacant. All vehicles must stop at the designated area. All operators must walk to the launch area to determine availability of the area. No boats may be launched without an Individual "walking" the trailer to and from the launch area. Vehicles are not allowed to park or stand in the launch area for longer than it takes to launch a boat.

(New Language appears below)

Section 5: Prohibited Act: The consumption or possession of alcoholic liquors or beverages by any person at the Town owned public beach is not permitted at any time.

Penalty: Any person, firm or organization violating any provision of this ordinance shall be fined an amount not more than fifty dollars (\$50.00) for each offense.

Public Hearings October 19, 1991 & December 3, 1991

Town Meetings December 3, 1991

Publication Date: December 10, 1991

Effective Dates: January 1, 1992



TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen
FROM: Mark Walter, Town Administrator
DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Alexa Potter **Tel #:** 860-733-3786

Address: 224 East Pearl St
Torrington, CT, 06790

Position/Title: Substitute Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Alexa Potter in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



TOWN OF COLUMBIA

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(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen
FROM: Mark Walter, Town Administrator
DATE: March 15th, 2017
RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Chloe Weston **Tel #:** 860-593-7431

Address: 495 Route 87
Columbia, CT, 06237

Position/Title: Substitute Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:
Head Guard

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Chloe Weston in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



TOWN OF COLUMBIA

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DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Luke Stover **Tel #:** 860-942-0150

Address: 5 Sleepy Hallow Rd
Columbia, CT, 06237

Position/Title: Substitute Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:
Head Guard

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Luke Stover in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



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DATE: March 15th, 2017
RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Alexandra Kaplan **Tel #:** 860-634-4923

Address: 94 Synagogue Road
Lebanon, CT 06249

Position/Title: Head Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$13.78. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Alexandra Kaplan in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



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OFFICE OF THE TOWN ADMINISTRATOR

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DATE: March 15th, 2017
RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Gianna Mohammed Tel #: 860-966-8121

Address: 181A Pine St.
Columbia, CT, 06237

Position/Title: Lifeguard Starting Date: 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:
Head Guard

Signature: _____ Date: _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Gianna Mohammed in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ Date: _____
Carmen L. Vance, First Selectman



TOWN OF COLUMBIA

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OFFICE OF THE TOWN ADMINISTRATOR

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DATE: March 15th, 2017
RE: PERSONNEL HIRE

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Maizey MabrySmith **Tel #:** 860-428-2728

Address: 6 Randazzo Rd
Columbia, CT, 06237

Position/Title: Substitute Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:
Head Guard

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Maizey MabrySmith in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



TOWN OF COLUMBIA

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DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Jayne Lemire **Tel #:** 860-377-6619

Address: 12 Mint Brook Ln,
Amston, CT, 06231

Position/Title: Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Jayne Lemire in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



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DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Shane Vertefeuille **Tel #:** 860-336-7124

Address: 20 Whitney Rd
Columbia, CT, 06237

Position/Title: Head Guard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$13.78. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Shane Vertefeuille in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



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DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Brad Bowers **Tel #:** 860-860-436-7738

Address: 352 Wall St.
Hebron, CT, 06248

Position/Title: Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Brad Bowers in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman



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DATE: March 15th, 2017
RE: **PERSONNEL HIRE**

RECOMMENDATION OF THE COLUMBIA TOWN ADMINISTRATOR

I recommend that the Columbia Board of Selectmen make the following personnel hire:

Name: Jeffrey Minicucci **Tel #:** 860-933-2142

Address: 30 Brian Drive,
Bolton, CT, 06043

Position/Title: Lifeguard **Starting Date:** 5/12/2017

Benefits: FT (benefits) PT (no benefits)
 PT (benefits) Temp/Seasonal (no benefits)

Pay Info: Hourly employee. Hourly rate of pay is \$11.14. Up to 40 hours per week is required.

Comments:

Signature: _____ **Date:** _____
Mark Walter, Town Administrator

AUTHORIZATION OF THE COLUMBIA BOARD OF SELECTMEN

The Columbia Board of Selectmen hired Jeffrey Minicucci in accordance with the specifications listed above at its regular meeting of 3/21/2017

Signature: _____ **Date:** _____
Carmen L. Vance, First Selectman

