

REGULAR MEETING MINUTES
COLUMBIA BOARD OF SELECTMEN
Tuesday, March 21, 2017 – 7 pm
Adella G. Urban Administrative Offices Conference Room
323 Route 87, Columbia, CT

Members Present: First Selectman Carmen Vance; Deputy Selectman Steven Everett; Selectman William O'Brien; Selectman Robert Hellstrom; Selectman Robert Bogue.

Also Present: Town Administrator Mark Walter; Ann Dunnack; Robert Powell.

CALL TO ORDER: C. Vance called the meeting to order at 7 pm

1. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited at the Town Meeting earlier.
2. **MINUTES: BOS Regular Meeting Minutes of March 7, 2017:** R. Bogue MOVED to approve the Regular BOS Meeting Minutes of March 7, 2017 as presented. MOTION CARRIED 5:0.
3. **AUDIENCE OF CITIZENS:** A. Dunnack asked if the gate at the lake has been closed to allow it to begin filling. C. Vance stated yes, that it was closed sometime in February.
4. **OLD BUSINESS:**
 - 4.1 **Approval of Oberlander Property to PZC:** C. Vance MOVED to approve the RESOLUTION and Purchase and Sales Agreement as presented and to move the purchase of the Oberlander Property to the PZC for review. MOTION CARRIED 5:0.
5. **NEW BUSINESS:**
 - 5.1 **2017 STEAP Grants:** M. Walter explained that Columbia's number one priority will be to receive reimbursement for a Public Works Facility, and the second will be for rehabilitation of the Hop River Bridge. M. Walter stated that this is the first time that the state announced that they will be favoring joint applications. Discussion followed. S. Everett MOVED 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 grant of \$500,000;
 - Joint project with Coventry for rehabilitation of the Hop River Bridget for a maximum grant of \$500,000. MOTION CARRIED 5:0.
 - 5.2 **Proposal for Gate Monitoring at Columbia Lake and ordinance revision**
 - **Schedule Public Hearing:** C. Vance explained that a hearing must be scheduled to allow for public input and discussion regarding a proposed amendment to existing ordinance #6-4 as well as procedures pertaining to the Gate Monitoring at the Lake.

S. Everett asked how LMAC intends on notifying individuals about the proposed gate monitoring procedures. H. Beck stated that they will be available at Town Hall, published in the Lake Association newsletter and most likely be delivered to docks/houses on the Lake. S. Everett stated that he knows individuals that bring kayaks to lake, but don't even live on Lake He stated that he feels perhaps considering placement of a sign enforcing the procedures will be a good idea, also. Discussion followed.

C. Vance stated that it will be made clear at the Public Hearing that the proposed procedures will allow flexibility and may be amended. C. Vance MOVED to approve RESOLUTION as presented and to schedule a Public Hearing for April 4, 2017 at 6:30 pm in Yeomans Hall to discuss the proposed ordinance revision and procedures for Gate Monitoring at the Lake. MOTION CARRIED 5:0.
6. **COLUMBIA LAKE / DAM / BEACH:** None.
7. **APPOINTMENTS / RESIGNATIONS:**
 - 7.1 **Appointment of Lifeguards:** C. Vance MOVED to approve the appointment of the following lifeguards for the 2017 beach season: Alexa Potter (substitute guard), Chloe

Weston (substitute guard), Luke Stover (substitute guard), Alexandra Kaplan (Head Guard), Gianna Mohammed, Maizey MabrySmith (substitute guard), Allison Cox, Jayne Lemire, Shane Vertifeuille (Head guard), Brad Bowers, Jeffrey Minicucci. MOTION CARRIED 5:0.

7.2 **Appointment of Marc Volza to Youth Services Committee:** W. O'Brien MOVED to appoint M. Volza to Youth Services Committee. He stated that the Committee is pleased that M. Volza has agreed to become a member. MOTION CARRIED 5:0.

8. **TOWN ADMINISTRATOR REPORT:** M. Walter shared CCM Legislative alerts announcing upcoming General Assembly Public Hearings with the Board.

9. **CORRESPONDENCE:** None.

10. **BUDGET:**

10.1 **Transfers:** R. Bogue MOVED to approve the following transfers:

AMOUNT / TRANSFER #	FROM A/C #, DESCRIPTION	TO A/C #, DESCRIPTION
\$90 / 2017-037	10-4350-550, Lake Mgmt Svcs Misc Svcs/Chgs	10-4350-120, Lake Mgmt Svcs Telephone
\$700 / 2017-036	10-4510-130, Planning and Zoning Legal Notices	10-4550-130, ZBA Legals

MOTION CARRIED 5:0.

10.2 **Refunds:** R. Bogue MOVED to approve the following refunds:

AMOUNT	FROM	TO
\$9	Town of Columbia	Neil and Dale McKeever
\$98.90	Town of Columbia	V W Credit Leasing LTD
\$519.99	Town of Columbia	Brendan and Stephanie Boyd

MOTION CARRIED 5:0.

11. **APPROVE PAYMENT OF BILLS:** R. Bogue MOVED to approve the payment of bills in the amount of \$94,157.09 including emergency bills, regular bills, credit cards and paychex. MOTION CARRIED 5:0.

12. **BOARD MEMBER COMMENTS:** W. O'Brien commended M. Walter for doing a nice job presenting the budget at the FiPAC meeting on March 15, 2017.

13. **EXECUTIVE SESSION:**

13.1 **Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statues Section 1-200(6)(A);** C. Vance MOVED to enter into executive session at 7:42 pm with M. Walter present. Executive session ended at 7:50 pm.

14. **ADJOURNMENT:** C. Vance MOVED to ADJOURN at 7:51 pm and the MOTION CARRIED UNANIMOUSLY. The next meeting is scheduled for Tuesday, April 4, 2017.

Respectfully submitted by Kimberly A. Bona

**SPECIAL MEETING MINUTES
COLUMBIA BOARD OF SELECTMEN
Monday, March 27, 2017 – 8 am
Adella G. Urban Administrative Offices Conference Room
323 Route 87, Columbia, CT**

Members Present: First Selectman Carmen Vance; Deputy Selectman Steven Everett; Selectman Robert Hellstrom.

Also Present: Town Administrator Mark Walter; Finance Director Beverly Ciurylo.

CALL TO ORDER: C. Vance called the meeting to order at 8:04 am.

1. C. Vance and S. Everett shared with R. Hellstrom what occurred at the FiPAC meeting on Wednesday, March 22, 2017:
 - 1) Per the charter, the responsibility for deciding to bond and what to bond rests with the BOS.
 - 2) FiPAC is supportive of bonding.
 - 3) FiPAC will not support a 3.6 mill increase.
2. General discussion:
 - a. Only bond for long term assets and not projects such as, vehicle or equipment purchases which only have a life expectancy of 10 or 15 years.
 - b. Plan for only a 6% contribution to the teacher retirement since that issue is pending.
 - c. Since the Town's General Fund is still very healthy, the Town should plan on taking enough out of the general fund to keep the mill rate under two.
3. C. Vance MOVED that the BOS propose to the Town residents that we bond two major projects: rec park improvements and the construction of a new public works garage totaling approximately 5.4 million, the exact figure to be determined by the Financial Advisor. MOTION CARRIED 3:0.
4. C. Vance MOVED that the BOS propose that all four major projects (salt shed, beach, old firehouse and school bleachers) be included in the capital budget and that \$365,000 be taken out of general fund to reduce the mill rate increase to under 2 mills. MOTION CARRIED 3:0.
5. C. Vance MOVED to ADJOURN at 8:34 am and the MOTION CARRIED UNANIMOUSLY.

Respectfully submitted by Carmen L. Vance

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

**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.

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.

Inspection Procedures

The Regulations are promulgated by the Columbia Board of Selectmen as contemplated by Section 2 of Town Ordinance 6-4 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.

1. Each Watercraft shall be given a thorough visual inspection at the Boat Launch for the presence of Non-Native Aquatic Species, prior to launch.

For these Procedures, "Watercraft" shall have the same meaning as in the pertinent ordinance; i.e., "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.

2. If Non-Native Aquatic Species are identified during such inspection, the subject Watercraft shall be removed from the Lake Watershed, and dried or cleaned pursuant to Section 3 or Section 4 of these Procedures, prior to re-inspection and launch at the Boat Launch.
3. If Dried: The affected Watercraft (including any trailer or portion of a motor vehicle immersed during launch, per the above definition) shall be dried for a minimum of seven (7) days during hot/dry weather. If weather conditions are other than hot and dry; e.g., in months other than the months of June, July and August, or periods of wet weather at any time, one of the cleaning methods described in Section 4 shall be used.
4. If Cleaned: The affected Watercraft (including any trailer or portion of a motor vehicle immersed during launch, per the above definition) shall be cleaned by (1) washing with hot water, preferably high pressure; or (2) wetting with a bleach solution (1 oz. per gallon of water) or soap and hot water (Lysol or boat soap), in either case for 10 minutes and rinsing.
5. If the affected Watercraft has been dried pursuant to Section 3 of these procedures, re-inspection and launch of such Watercraft shall not occur until at least seven (7) days have elapsed since Non-Native Aquatic Species were identified on such Watercraft. If the affected Watercraft has been cleaned pursuant to Section 4 of these procedures, re-inspection and launch of such Watercraft shall not occur until such Watercraft has been so cleaned and has dried.
6. Prior to re-inspection and launch at the Boat Launch, the responsible party of a dried or cleaned Watercraft shall sign and present the inspector with the a Certification in the form set forth as Attachment A which is incorporated into these regulations by this reference.

7. At the present time, the Town's Board of Selectmen have determined that no inspection fee shall be assessed pursuant to Section 2.3 of the Town Ordinance 6-4.
8. Pursuant to Section 6.2(a) of Ordinance 6-4, Time Periods for Inspections shall be as follows:

[Town to insert chart.]

Adopted _____, 2017 to be effective simultaneously with the effective date of the amendments to Town Ordinance 6-4 which were adopted by the Board of Selectmen this _____, 2017.

**Attachment A to Regulations Under Town of Columbia
Ordinance 6-4 Section 2**

CERTIFICATION RE: NON-NATIVE AQUATIC SPECIES ON WATERCRAFT

Date: _____

Name (Print): _____

State Identification # or Other Description of Watercraft: _____

Date of Failed Inspection for Non-Native Aquatic Species _____ (must be at least seven (7) days prior to the date above if the Watercraft has been dried only, pursuant to Section 3 of the Inspection Procedures).

I, the above-named person, hereby certify that I have complied with the drying or cleaning requirements of the Watercraft Inspection Procedures (pursuant to Section 3 or 4 of such Inspection Procedures, respectively); and that to the best of my knowledge, no Non-Native Aquatic Species remain on the above-identified Watercraft.

SPRING SCHEDULE

Start April 15, 2017 (Saturday)

Finish May 25, 2017 (Thursday)

Daily Hours of Operation

Day	Morning	Evening	TOTAL
Tuesdays	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
Thursday	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
Saturday	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
		SUB-TOTAL	18 HOURS/WEEK

SUMMER SCHEDULE

Start May 26, 2017 (Friday)

Finish September 10, 2017 (Saturday)

Daily Hours of Operation

Day	Morning	Afternoon/Evening	TOTAL
Monday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Tuesday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Wednesday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Thursday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Friday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Saturday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
Sunday	7 AM – 12 PM	12 PM – 9 PM	14 HOURS
		SUB-TOTAL	98 HOURS/WEEK

FALL SCHEDULE

Start September 10, 2017 (Saturday)

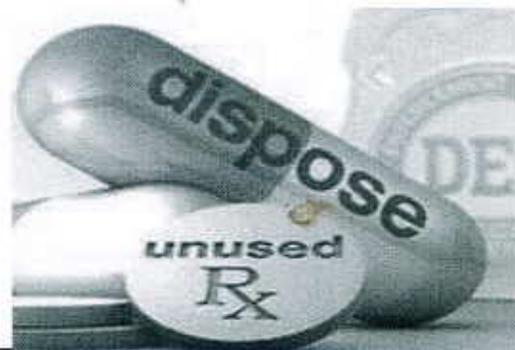
Finish October 31, 2017 (Tuesday)

Daily Hours of Operation

Day	Morning	Evening	TOTAL
Tuesdays	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
Thursday	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
Saturday	7 AM – 10 AM	5 PM – 8 PM	6 HOURS
		SUB-TOTAL	18 HOURS/WEEK

AHM Youth and Family Services FREE COLLECTION AND SAFE DISPOSAL OF UNWANTED MEDICATIONS

Saturday, April 29th, 2017
10am – 2pm
RHAM High School
85 Wall Street, Hebron, CT



National Take-Back Day

Communities are concerned about the rise in over-the-counter (OTC) and prescription drug abuse among teens and contamination of the drinking water. Drop off your unwanted medications. Help prevent over-the-counter (OTC) and prescription drug abuse, keep our youth safe and protect our environment.

Medication must be in original containers, with name crossed out.

The following items will be accepted:

- ❖ Expired or unwanted prescription medications
- ❖ Over-the-counter medicines (cough, pain relievers, etc.)
- ❖ Vitamins/nutritional supplements

**THE SERVICE IS FREE AND ANONYMOUS,
NO QUESTIONS ASKED**

Hosted By: AHM Youth and Family Services
CHEC Coalition (Formerly known as the AHM Substance Abuse Prevention Task Force)

In partnership with: Drug Enforcement Administration (DEA)
Connecticut State Police Troop K
ERASE
RHAM Regional School District #8
Andover, Columbia, Hebron and Marlborough Elementary Schools

No Needles or Sharps Will Be Accepted

For questions, call

860-228-9488



