

OFFICE OF THE  
FIRST SELECTMAN

Telephone (203) 563-0100

Fax (203) 563-0299

Email to: Bill.Brennan@Wiltonct.org



William F. Brennan  
*First Selectman*

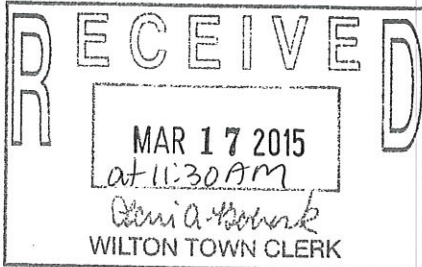
James A. Saxe  
*Second Selectman*

Richard J. Dubow

Michael P. Kaelin

Deborah A. McFadden

TOWN HALL  
238 Danbury Road  
Wilton, CT 06897



**BOARD OF SELECTMEN MEETING  
MONDAY, MARCH 2, 2015  
MEETING ROOM B, WILTON TOWN HALL**

**PRESENT:** **BOARD OF SELECTMEN** – First Selectman Bill Brennan, James Saxe, Richard Dubow, Michael Kaelin, Deborah McFadden

**GUESTS:** Town Counsel Ken Bernhard, Patrick Downend, Robert Nerney, Tom Thirkettle, Judy Zucker, Ty Tregellas, Mark Ketley, Steve Pierce, Peg Koellmer, Christine Tenore, Virginia Smith, Sandy Dennies, Jacqueline Rochester

**OTHERS:** 2 Members of the Press

Mr. Brennan called the meeting to order at 7:30PM.

**A. Consent Agenda**

Upon motion by Ms. McFadden, seconded by Mr. Dubow, the consent agenda was approved, with an adjustment to the Board of Selectmen Minutes of February 17, 2015 to note that a handout was given by Marianne Gustafson during Public Comment session:

Tax Refund

- As Per Tax Collector's memo Dated February 25, 2015

Minutes

- Board of Selectmen Meeting – February 11, 2015 – Budget Work Session
- Board of Selectmen Meeting – February 12, 2015 – Board of Education Capital Discussion
- Board of Selectmen Meeting – February 17, 2015
- Board of Selectmen Meeting – February 19., 2015 - Budget Workshop

Gifts

- Greg Pinchbeck – Town of Wilton K9 Unit - \$1,000

Mr. Brennan thanked Mr. Pinchbeck for his generous gift.

BOS Minutes – 03/02/2015

## B. Discussion and/or Action

1. Consideration of approval of Sale of One (1) Acre of Land on Old Danbury Road, Wilton, CT for 30 Unit Apartment Building and Submission of Change of Zone Application to Planning & Zoning Commission

Mr. Brennan reviewed the Sales Agreement and Change of Zone Application to Planning & Zoning (attached) for the purchase of the One Acre property on Old Danbury Road in Wilton. Motion made by Mr. Brennan to approve the sale of one acre of Town land on Old Danbury Road, Wilton, CT for construction of a 30-unit apartment building consistent with the terms and conditions of the Sales Agreement and approval of the submission of a Change of Zone application to the Planning and Zoning Commission. Motion seconded by Jim Saxe, unanimously carried.

2. Bonded Capital Projects

Mr. Brennan reviewed procedure that is put in place to update the Board of Selectmen and the public on the progress of the two major capital projects (Comstock Community Center and Miller Driscoll School Renovation). Chair or co-Chair of the Building Committees will present report to the Board of Selectmen on a monthly basis and reports will be posted on the Town website. Judy Zucker, co-chair of the Comstock Community Center Building Committee and Ty Tregellas of Turner Construction gave a monthly review on progress of the project (memo attached).

3. FY16 Operating Capital Request – Parks and Recreation Department – TRAX machine – Project Presentation of Purchase/Lease Information and Machine options

Mr. Brennan reviewed the request from the Parks and Recreation Department (memo attached). Mark Ketley and Steve Pierce of Parks and Recreation spoke regarding the FY16 operating capital request for the department. Mr. Pierce stated that in order to cut down on the cost of renting equipment and hiring outside contractors, the Parks and Recreation department is making an operating capital request to add a \$60,000 TRAX machine to its garage for fiscal year 2016. He reviewed the many uses associated with the machine.

4. Commission on Social Services – Presentation of Amended Commission Charge

Peg Koellmer of the Commission on Social Services reviewed the changes to the charge of the Commission on Social Services (attached). After discussion, with regard to section on Election of Officers, change: "Chairman shall appoint members" to "Chairman shall assign members". Reinstate Item 2 under responsibilities and change the language to read may instead of shall. Changes to be made and copy of incorporated changes sent to Board of Selectmen.



5. FY15 Status Report, December 30, 2014  
Sandra Dennies gave a review of the FY15 Financial Status report as of January 31, 2015 (memo attached)
6. Elderly or Disabled Citizens Property Tax Relief Program – Tax Deferrals – Interest Rate Review  
Memo attached regarding Interest Rate on Deferrals (Wilton Tax Relief for the Elderly and Disabled Ordinance). Mr. Brennan gave a quick summary. Question before Board of Selectmen is for this coming fiscal year, do we increase the rate or hold at 2.75%? Ms. Dennies indicated that bonding will take place on March 10<sup>th</sup>, and estimates that the interest rate will be around 2.6%. Decision made by Selectmen keep as an open action item and make recommendation at next Board of Selectmen Meeting. Ms. McFadden made suggestion for next year to review the program.
7. Consideration of Approval of Agreement for Pre-Construction Estimating and Value Engineering Services with Turner Construction Services Co. for Miller Driscoll School Renovation Project  
Mr. Brennan reviewed the Agreement. Agreement has been reviewed by Town Counsel. Motion made by Mr. Dubow to approve the agreement. Motion seconded by Mr. Saxe, unanimously carried.
8. Appointments/Reappointments  
Mr. Brennan made a motion to appoint Joshua Kammerman and William Lalor as members of the Council on Ethics. Motion seconded by Ms. McFadden, unanimously carried.  
  
Mr. Brennan made a motion to reappoint (as attached) members to the Wilton Security Task Force. Motion seconded by Mr. Dubow unanimously carried.  
  
Mr. Brennan made a motion to appoint Phillip Lauria to the Commission on Social Services. Motion seconded by Jim Saxe, unanimously carried.
9. Miscellaneous Other Business  
Teleconference with Moody's on Friday, February 26, 2015 on bonding issue. Moody's very complimentary, confident will get Aaa rating.  
  
Mr. Brennan gave a review of situation at Fire Station 2. Meeting scheduled with Professional Water Systems Company for March 3, 2015 at 2:30PM to discuss possible solutions. There is a potential for a reverse osmosis system to help solve the water potability issue. Real issue is what can be done at the site. Based on Health Department reports, there is no way to put a code compliant septic system on the site, so there is no ability for facility expansion. Barry Bogle, Health Department Director, to confirm this information. Full comprehensive study by A&E firm should be done to assess the needs of the current facility and estimate renovation cost.

Effective March 1, 2015 Miller Driscoll School will be designated as Wilton's primary shelter facility due to construction about to start on the Comstock Community Center. This is a temporary change until Comstock renovations are completed.

Suggestion made by Wilton citizen to start taping the Miller Driscoll Building Committee meetings. Building committee has no objections. Based on discussions, motion was made by Ms. McFadden to have the Miller Driscoll Building Committee meetings taped and made available on the Town website on a trial basis. Citizen hits on the website will be reviewed to assess utilization versus additional costs. Motion seconded by Michael Kaelin carried 4-1.

C. Public Comment - None

D. Reports

First Selectman's Report

Representation on the Economic Development Commission – spoke with Chair of the commission and felt legal expertise needed on the Commission. Based on discussion with Chair, Michael Kaelin will be liaison to the Economic Development Commission.

Proclamation issued for Girl Scout Day on March 12, 2015. Please support the Girl Scout organizations' activities.

Half price for fishing licenses for 16 and 17 year olds beginning with the 2015 season. Also applies to fire hunting, archery hunting, trapping, or sport fishing licenses, as well as most permits, tags or stamps. Town Clerk advised.

Meeting on March 18, 2015 with the Board of Selectmen and Board of Finance to present the Board of Selectmen budget to the Board of Finance. Various department heads to attend.

Meeting on March 24, 2015 – budget hearings at Middlebrook School auditorium

Meeting on April 8, 2015 – Board of Selectmen and Board of Finance bonded capital budget review meetings.

Selectmen's Reports

Jim Saxe – There are two issues to consider with regard to Fire Station 2 - First, is there a way to raise the support beams at the station to get a Tanker in the garage. Second, once tanker is in, is equipment used on the roof able to operate and clear tanker.

Dick Dubow – None.

Michael Kaelin – Thanked and complimented Fire Department, Police Department, CERT and emergency personnel from surrounding communities on handling the fire on Range Road on Saturday February 27, 2015. Very commendable efforts also put in by volunteers for the CERT organization.

Deborah McFadden – Attended CERT annual meeting and expressed appreciation for their continued efforts.

E. Adjournment – Having no further business, the meeting was adjourned at 9:35 p.m.

A handwritten signature in blue ink, appearing to read "Jacqueline Rochester", with a stylized flourish at the end.

Jacqueline Rochester, Recording Secretary

## SALES AGREEMENT

**AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2015 between the TOWN OF WILTON of 238 Danbury Road, Wilton, Connecticut (the “**SELLER**”) and PATRICK DOWNEND of 283 Main Street, Ridgefield, Connecticut (the “**BUYER**”).

### WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase that certain one (1) acre parcel located on the west side of Old Danbury Road as specifically described in Schedule A attached hereto (the “**Premises**”) subject to the encumbrances and exceptions to title set forth or referred to in paragraph 5(c). In addition to the fee interest in said one acre parcel, the SELLER shall convey for no further consideration a non-exclusive, permanent easement to use and occupy eighteen (18) parking spaces on the east side of Old Danbury Road immediately across from the Premises and a non-exclusive permanent easement to use and occupy eight (8) parking spaces on the west side border of Old Danbury Road. The SELLER shall also convey to the BUYER for no additional consideration a non-exclusive, permanent utility easement over and under Old Danbury Road to construct, install and maintain all utilities required by the BUYER to develop and improve the Premises with a thirty (30) unit apartment building. The SELLER also agrees, at no additional consideration, to grant temporary easements to the BUYER for the purpose of: (i) conducting grading associated with construction of parking spaces as depicted on Schedule A and (ii) constructing over flow discharge assembly as noted on the Tighe & Bond Plan (as that term is defined in paragraph 6 of Schedule B). As part of the consideration herein, the BUYER and the SELLER agree to those terms and conditions set out in Schedule B, attached hereto and made a part hereof, all of which shall survive closing.

2. **CONSIDERATION.** The purchase price is ONE MILLION FORTY-FIVE THOUSAND AND 00/100 (\$1,045,000.00) DOLLARS, less a credit of One Hundred Twelve and 00/100 (\$112,000.00) Dollars\* for a net purchase price of NINE HUNDRED THIRTY-THREE AND 00/100 (\$933,000.00) DOLLARS which the BUYER agrees to pay as follows:

(a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection;	\$ 0.00
(b) An initial deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection;	\$ 25,000.00
(c) A further deposit upon the BUYER Obtaining All Necessary Governmental Approvals as those terms are defined in paragraph 5 of Schedule D;	\$ 68,300.00
(d) Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are Immediately available to the SELLER (this amount may vary depending on adjustments pursuant to this Agreement);	\$ 839,700.00
TOTAL	\$ 933,000.00

\*Said credit is an acknowledgement by the parties that the BUYER's commitment to, and enhanced development of the Premises, will add value to the SELLER's adjacent property.



Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event the SELLER or his attorney accepts the BUYER's attorney's trustee check in lieu of other funds, the BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or the BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed in proper form, to convey to the BUYER, or the BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER thereupon shall pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney, provided said office is in Fairfield County Connecticut or at such place in Fairfield County, Connecticut as may be designated by the BUYER's lending institution on or before 120 days of the date that the Buyer Obtains All Necessary Governmental Approvals (as those terms are defined in paragraph 5 of Schedule B) for the construction of the 30-unit apartment building on the Premises (with no appeals of those approvals having been taken, or if taken, the appeals having been successfully and finally defended). The BUYER shall have the option to extend the closing date for up to an additional 90 days in the event that: (i) construction financing has not been finalized or (ii) he has not closed on the sale of that certain property located at 44 Westport Road, Wilton, CT. The 44 Westport Road property will be sold with a deed restriction in favor of the Town of Wilton prohibiting, in perpetuity, the development of multi-family housing on the site.

5. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 5(c) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon rejection, all sums paid on account hereof shall be paid to BUYER without interest. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the Seller shall be marketable, subject only to the items set forth in Schedule A and Paragraph 5(c) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

(c) **EXCEPTIONS TO TITLE:** The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances



and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

6. **CONDITION OF THE PREMISES.** Subject to the terms of paragraphs 3 and 4 in Schedule B, the BUYER agrees that he has inspected said Premises and is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the BUYER's inspections were completed.

7. **BROKER(S).** The parties agree there is no broker who negotiated the sale of Premises.

8. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit: (a) verifying the non-existence of the mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of the SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

9. **MAINTENANCE.** The grounds shall be maintained by the SELLER between the date of the BUYER's signing hereof and the closing of title.

10. **DELIVERY OF PREMISES.** The BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

11. **MORTGAGE CONTINGENCY.** There is no mortgage contingency.

12. **PROPERTY CONDITION DISCLOSURE FORM.** The parties agree that no property disclosure form is required.

13. **NON-MATERIAL FACT CONCERNING REAL PROPERTY.** The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning the real property, as defined in

Connecticut General Statute 20-329cc et seq. with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to the BUYER that it has no knowledge of any non-material fact concerning the real property, as defined in Connecticut General Statute 20-329cc et seq. with regard to the Premises.

14. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

**Notices to the SELLER shall be sent to:**

G. Kenneth Bernhard, Esq.  
Cohen and Wolf, P.C.  
320 Post Road West  
Westport, CT 06880  
(203) 341-5312 Phone  
(203) 341-5306 Fax  
[kbernhard@cohenandwolf.com](mailto:kbernhard@cohenandwolf.com)

**Notices to the BUYER shall be sent to:**

J. Casey Healy, Esq.  
Gregory and Adams PC  
190 Old Ridgefield Road  
Wilton, CT 06897  
(203) 571-6304 Phone  
(203) 834-1628 Fax  
[jhealy@gregoryandadams.com](mailto:jhealy@gregoryandadams.com)

15. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the initial deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's attorney.

16. **ASSIGNMENT.** This Agreement and the BUYER's rights hereunder may not be assigned by the BUYER without the written consent of the SELLER, and any purported assignment without such written consent shall be void and of no effect; with the exception that the BUYER may assign this Agreement to any entity in which he holds a majority ownership interest. Consent of the SELLER to assignment shall not be unreasonably be withheld or delayed. Upon any effective assignment of the BUYER's rights hereunder, the BUYER and the BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by the SELLER.

17. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, the BUYER shall cause the BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

18. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

19. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by the SELLER are made to the best of the SELLER's knowledge and belief.

20. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

21. **COST OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

22. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.

24. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between the SELLER and the BUYER are merged into this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

25. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

26. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.

**IN WITNESS WHEREOF,** the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

TOWN OF WILTON

---

---

William F. Brennan  
Its First Selectman

Patrick Downend

**ATTACHMENTS:**  
**SCHEDULE A**

- Description of Premises
- Exceptions to Title [see Paragraph 5(e)(vi)]



## SCHEDULE B

As part of the covenants and considerations set out in this Agreement, the parties agree to do the following:

1. Survey and Topographic Mapping - The SELLER, at its sole cost and expense, shall provide to the BUYER an updated Class A-2 survey and topographic mapping of the Premises and abutting lands owned by the SELLER. The survey and the topographic mapping shall include: (i) the Premises and Old Danbury Road to a point 200 feet north of the Property and (ii) existing utilities & sewer and proposed grading, drainage and parking easement areas.
2. Creation of the Premises: The SELLER, at its sole cost and expense, shall obtain all necessary governmental approvals to create the Premises and to change the zone of the Premises from DE-5 to R-1A.
3. Environmental Clean Up and Indemnification - The SELLER, at its sole cost and expense, shall be responsible for: (i) removing any underground tanks located on the Premises and (ii) removing any contaminated soil (as defined by statute) or other sub-soil conditions as referenced on page \_\_\_\_ of that certain Environmental Site Assessment prepared by Fuss&O'Neildated February, 2015. Said removal shall be in compliance with all applicable laws, rules and regulations governing same. To the maximum extent permitted by law, the SELLER shall defend, reimburse, indemnify and save harmless the BUYER, his agents and employees, from and against (i) any and all liability, damages and costs (including reasonable attorneys' fees) and (ii) any and all suits, claims, and demands of every kind and nature, by or on behalf of any person, which, in either case, arises out of or is based upon the environmental contamination of the Premises, however occurring. In case any action or proceeding is brought against the BUYER by reason of any of the foregoing, the SELLER, upon written notice from the BUYER, shall, at the SELLER's sole cost and expense, resist or defend such action or proceeding. This provision shall survive the closing of title; however, this provision, and specifically the indemnification provisions herein, shall terminate and be of no further cause and/or effect upon the Buyer's receipt of a Certificate of Occupany for the use of the improvements to be constructed on the Premises.
4. Old Danbury Road Debris – Prior to the closing of title, the SELLER, at its sole cost and expense, shall remove any and all debris located on the Premises or on Old Danbury Road.
5. Land Use Approvals Contingency - As used herein, the term "Governmental Approvals" shall mean all approvals and permits, including without limitation, all environmental clearances and approvals, that the BUYER is required to obtain from federal, state and municipal agencies and authorities in order to be entitled to obtain a zoning permit and a building permit construct a mixed income apartment building consisting of thirty (30) units on the Premises; nine (9) of which units will be restricted as "affordable housing" under Section 8-30g of the Connecticut General Statutes (the "**Apartment Building**"). Prior to construction, the Buyer will submit the construction plans, including designs and materials to be used, to the Seller for an expeditious review and comment by Seller; however, Buyer, in his sole discretion, shall make all final decisions

The terms "Obtain" or "Obtained" when used herein with reference to Governmental Approvals shall mean that, as of a certain date, all Governmental Approvals have been granted and issued with an effective date that has come to pass and that all periods provided by law or regulation to appeal or contest any administrative or judicial decision concerning any such Governmental Approval have passed without the commencement of such appeal or contest, or, if such appeal or contest is

commenced, that there has been a final, unappealable termination of such appeal or contest with the result of all of the foregoing that on such date, the BUYER has the unconditional right to obtain a zoning permit and a building permit to construct the Apartment Building on the Premises.

The BUYER's obligations under this Agreement are conditioned upon the BUYER, at its sole cost and expense, obtaining all Governmental Approvals to construct the Apartment Building. The BUYER shall make every effort to file the requisite applications the Inland Wetlands Commission and Planning and Zoning Commission of the Town of Wilton on or before May 15, 2015. The BUYER shall process said applications with all due diligence, but shall not be required to institute or defend litigation in connection therewith. The BUYER shall not be deemed to have Obtained said Governmental Approvals if said Governmental Approvals require changes or impose conditions that the BUYER is not willing accept. In the event that the BUYER is unable to Obtain said Governmental Approvals on or before August 31, 2015, the BUYER shall have the option to terminate this Agreement by giving written notice of such termination on or before 5:00 p.m. on September 30, 2015 to the SELLER's attorney. In such event, all deposits made hereunder and all interest accrued thereon shall be refunded by the SELLER to the BUYER, whereupon all rights and liabilities of the parties hereunder shall be at an end.

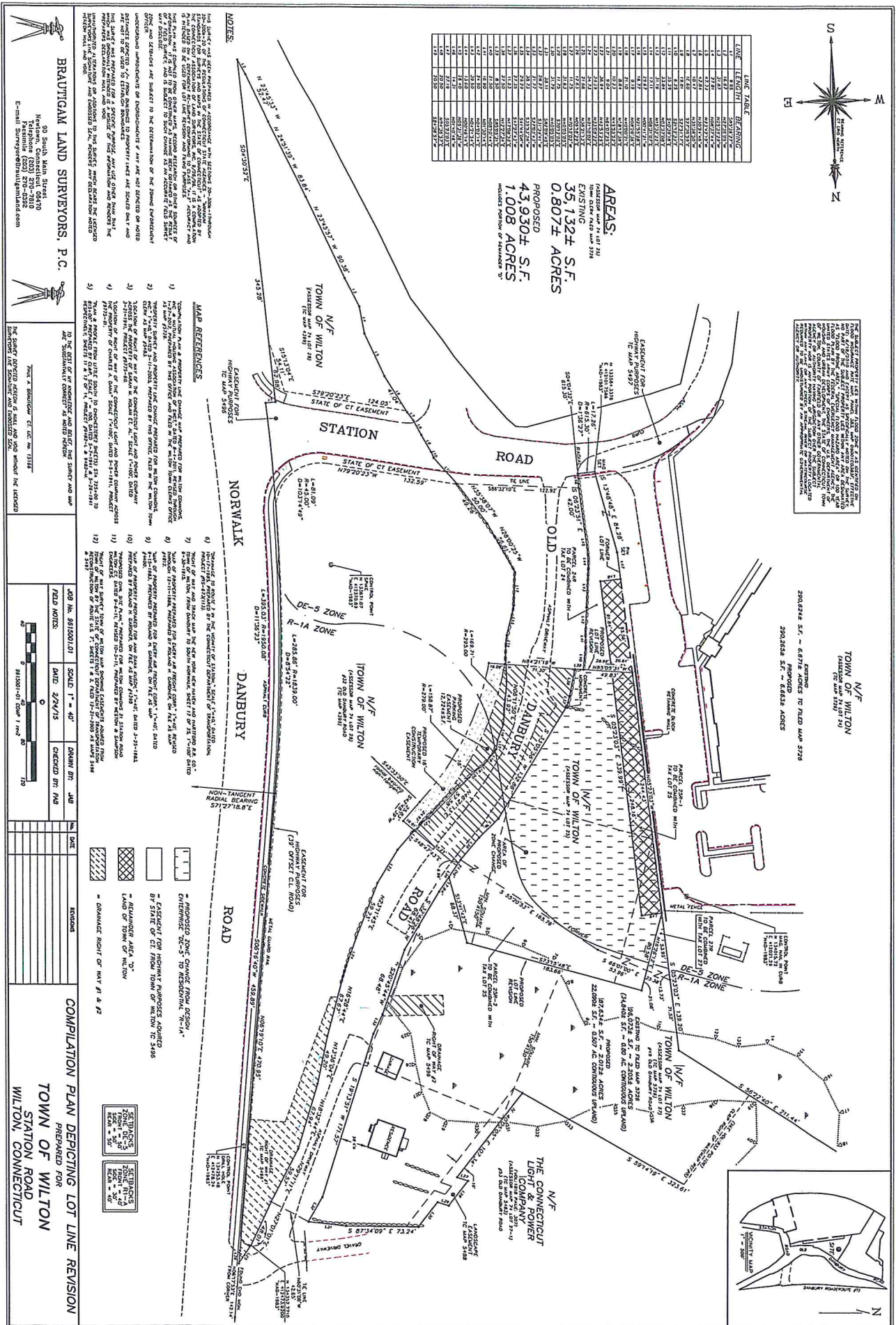
The BUYER, at his sole cost and expense, shall have the right to enter the Premises on and after the date hereof for the purpose of conducting tests, surveying and planning the development of the Premises, provided that the BUYER obtains all necessary governmental approvals and permits, if any, required in order to conduct said tests, surveying and planning and further provided that the BUYER shall indemnify the SELLER against and hold them harmless from all, and all manner of action and actions, cause and causes of actions, suits, debts, controversies, agreements, damages, judgments, suits, claims and demands whatsoever.

6. Development of the Premises - The BUYER agrees to will construct all items and improvements which are color coded and designated as "Downend" as shown on a that drawing by prepared by Tighe & Bond titled "Downend Project, Old Danbury Road Study" dated January 20, 2015; which drawing is attached hereto as Exhibit C and made a part hereof (the "**Tighe & Bond Plan**"). Utilizing the Tighe & Bond Plan, the BUYER will provide site plans depicting vertical and horizontal alignments and spot elevations of Old Danbury Road; including the entrance to the proposed parking lot to be located on the Premises. Following the installation of the sewer extension, the BUYER will leave the roadway in a rough grade condition as specified and detailed on the Tighe & Bond Plan and as to be shown on the plans approved by the Inland Wetlands Commission and the Planning and Zoning Commission
7. Improvements to Station Road and Old Danbury Road – The SELLER, at its sole cost and expense, agrees to make all of the improvements to Station Road and Old Danbury Road as color coded as "Town" on the Tighe & Bond Plan and as to be shown on the plans approved by the Inland Wetlands Commission and the Planning and Zoning Commission. The SELLER, at its sole cost and expense will: (i) install a sidewalk along Old Danbury Road to Station Road; (ii) pave Old Danbury Road and such portion of Station Road that is disturbed by the installation of the sewer and (iii) install 5 street lights along Old Danbury Road. The SELLER shall provide the fine grading, a 12 inch subbase, additional roadway catch basins (as needed), final staking, binder coat, curbing (excepting the parking spaces adjacent to the easterly side of the Premises), a finish asphalt coat (following a winter cycle), and road way striping, including stop bars at the intersection of Old Danbury Road with Station Road, all work to be done at either existing grade or at grade levels created by Buyer at his expense. Grass, guard rails (if required), Town designated lighting (including trenching and

conduit) and all other road improvements associated with bringing Old Danbury Road to current municipal standards not mentioned herein specifically shall be the responsibility of the SELLER. The SELLER also shall be responsible for managing any rain or water runoff from Old Danbury Road or any discharge from Old Danbury Road catch basins as it pertains to the requirements of the Inland Wetlands Commission of the Town of Wilton and Buyer will be responsible for all discharges from the Premises.

8. The BUYER, at his sole cost and expense, shall: (i) install 440 feet of Town sewer with an 8 inch pipe at a maximum depth of 22 feet and a width of 6 feet as shown on the Concept Plan; (ii) provide a temporary pavement on Station Road following the installation of the sewer and (iii) develop the Premises with all utilities and drainage facilities sized to accommodate the future development of Town's remaining land.
9. 44 Westport Road property - The BUYER is the owner of a single family residence located at 44 Westport Road, Wilton, Connecticut (the "44 Property"). It had been BUYER's intention to develop the 44 Property by constructing a mixed income apartment under Section 8-30g of the Connecticut General Statutes. The BUYER agrees to abandon the aforesaid development plans and to sell the 44 Property to a third party with a deed restriction limiting any future development on the property to a single family residence and customary/permissible accessory uses as described in the Zoning Regulations of the Town of Wilton. The deed of conveyance of said property shall contain the following language: (to be agreed to by counsel). At closing, this contract and specifically this provision, may, at the SELLER's option, be recorded on the Wilton Land Records as a perpetual encumbrance on BUYER's title of the 44 Property.
10. The Premises is to be conveyed together with grading, drainage, utility and parking easements granted by the SELLER in favor of the BUYER as shown on the Tighe & Bond Plan.
11. The Seller shall provide for Buyer's use 600 cubic yards of one and one quarter inch of processed stone capable of compacting to no less than 95% density, all to be used by Buyer as fill material for the sewer trench to be constructed. After one winter season, and in the event of any settling of the roadway, Buyer shall be responsible and pay for all remediation necessary to restore the roadway to Town road standards.
12. When Buyer reasonably believes that his project is near completion, the Buyer shall provide the Seller with written notification that Buyer would like the Seller to apply the asphalt binder coat to Old Danbury Road. Said notice shall be given at least five weeks prior to the end of the "asphalt season" and the Seller will apply the asphalt binder coat within said five weeks, subject the cooperation of the Buyer, weather and *force major*. If written notice is given within the five weeks of the end of the asphalt season, then the Seller shall apply the asphalt binder coat in the spring of the next asphalt season. Nothing herein shall prevent the Seller from applying the binder coat earlier than the five weeks in either scenario. The final asphalt coat and curbing shall be done in the year following the winter curing cycle for the binder coat and in the spring of that same year. The Buyer and the Seller agree to communicate and work together throughout this process.

(Document not to scale)





**Tighe & Bond**  
Civil Engineering, Inc.  
1000 Bridgeport Avenue  
Suite 370  
Shelton, CT 06484  
(203) 712-1100

**Downend Project**  
Old Danbury Road Study  
Wilton, CT  
January 20, 2015

**Cost Sharing Agreement**  
SCALE: 1" = 40'  
CSA 01

**LEGEND**

- SIDEWALK & CURBING - TOWN
- CURBING, SIDEWALK, SUBBASE, PAVEMENT & FINE GRADING - TOWN
- STREET LIGHTS - TOWN
- SIDEWALK - DOWNEEND
- CURBING & PAVEMENT - DOWNEEND
- STREET LIGHTS - DOWNEEND
- EXCAVATION & GRADING - DOWNEEND
- TEL-DATA
- ELECTRIC - DOWNEEND
- ELECTRIC - DOWNEEND
- SANITARY SEWER - DOWNEEND
- STORM DRAINAGE - DOWNEEND

**LEGEND**

- TEMPORARY PAVEMENT BY DOWNEEND
- STREET LIGHT BY TOWN (TYP OF 3)
- SIDEWALK BY DOWNEEND
- REMANUFGER AREA TO BY DOWNEEND
- CURBING & PAVEMENT BY DOWNEEND
- STORM DRAINAGE BY DOWNEEND
- TEL-DATA DUCTRANK BY DOWNEEND
- ELECTRIC DUCTRANK BY DOWNEEND
- TEL-DATA MANHOLE BY DOWNEEND
- ELECTRIC MANHOLE BY DOWNEEND
- ELECTRIC TRANSFORMER BY DOWNEEND
- EXISTING 12" WATER MAIN

**SCALE IN FEET**  
0 20 40  
GRAPHIC SCALE

**SCALE**  
1" = 40'  
HORIZONTAL SCALE 1" = 40'  
VERTICAL SCALE 1" = 4'

**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	01/20/2015	ISSUED FOR PERMIT
8	01/20/2015	ISSUED FOR PERMIT
9	01/20/2015	ISSUED FOR PERMIT
10	01/20/2015	ISSUED FOR PERMIT

**PROJECT INFORMATION**

NO.	DATE	DESCRIPTION
1	01/20/2015	ISSUED FOR PERMIT
2	01/20/2015	ISSUED FOR PERMIT
3	01/20/2015	ISSUED FOR PERMIT
4	01/20/2015	ISSUED FOR PERMIT
5	01/20/2015	ISSUED FOR PERMIT
6	01/20/2015	ISSUED FOR PERMIT
7	0	

WILTON PLANNING AND ZONING COMMISSION

CHANGE OF ZONE  
APPLICATION

CHZ#

AMENDMENT DESCRIPTION: Describe in detail the reasons for the proposed amendment. Attach additional sheets as required.

Design Enterprise "DE-5"

Residential "R-1A"

EXISTING DESIGNATION

PROPOSED DESIGNATION

SEE ATTACHED DESCRIPTION

Town of Wilton Board of Selectman 238 Danbury Road, Wilton, CT 06897  
APPLICANT'S NAME ADDRESS

Town of Wilton 238 Danbury Road, Wilton, CT 06897  
OWNER'S NAME ADDRESS

Old Danbury Rd (Known as Assessor's Map #74,

Lot #25 and portion of Lot #27

Design Enterprise "DE-5"

PROPERTY LOCATION

ZONING DISTRICT

5726	1818	307	74	25 & portion of 27	1.00
WLR	VOLUME	PAGE	TAX MAP #	LOT #	ACREAGE

THE FOLLOWING MATERIAL SHALL BE ATTACHED:

All submitted plans and documents shall bear an original signature, seal and license number of the professional responsible for preparing each item. All plans shall be equal in sheet size, collated into sets, stapled and folded. Fifteen (15) complete *COLLATED* sets are required.

- ☒ VICINITY SKETCH at a scale of 1"=100' or 1"=200'. Said map shall show all existing zone boundaries, existing buildings and parcels, labeled by their corresponding Tax Map and Lot number, within 500' of the subject property.
- ☒ CLASS A-2 SURVEY MAP of the subject property.
- ☒ LIST OF PROJECT PROFESSIONALS including name, firm, address and telephone.
- ☒ LETTER OF TITLE certifying owner of record as of date of the application.
- ☒ LIST OF OWNERS WITHIN 500' of the subject property sorted by Tax Map and Lot number.
- ☒ ONE #10 ENVELOPE addressed and stamped for each owner of real property within 500'.
- ☐ \$360 FILING FEE payable to: Town of Wilton.
- ☐ ANY OTHER PLAN OR DOCUMENT AS REQUIRED BY THE ZONING REGULATIONS.

THE APPLICANT understands that this application is to be considered complete only when all information and documents required by the Commission have been submitted and is responsible for the payment of all legal notices incurred. THE UNDERSIGNED WARRANTS the truth of all statements contained herein and in all supporting documents according to the best of his or her knowledge and belief; and hereby grants visitation and inspection of the subject property as described herein.

APPLICANT'S SIGNATURE William F. Brennan, 1<sup>st</sup> Selectman

203-563-0100

TELEPHONE

203-563-0100

OWNER'S SIGNATURE William F. Brennan, 1<sup>st</sup> Selectman  
Dulv authorized by Wilton Board of Selectmen

TELEPHONE

## **Request to Change the Zone of 1.00 acres of property owned by the Town of Wilton from Design Enterprise “DE-5” to Residential “R-1A”**

**Location:** The land in question is located off of Old Danbury Road on property identified as portions of Assessor’s Map 74, Lot 25 and Lot 27 (see attached aerial photo). The area consists of approximately 1.00 acre of land and is physically located in a geographically low area between the Wilton Commons senior housing development and Route 7. Surrounding land uses include the Wilton Commons senior housing development and Trakside Teen Center to the immediate west, the Common Fund office building south of Station Road, vacant land and Route 7 to the east and a town-owned residence and a Connecticut Light & Power substation to the north.

**Background:** The Town of Wilton Board of Selectmen are pursuing negotiations with Patrick Downend of Ridgefield, Connecticut to sell one acre of land for the purpose of developing 30 units of multi-development rental housing pursuant to §8-30g of the Connecticut General Statutes. In order to complete the land transfer, the Town is required by agreement, to establish a one (1) acre lot via the reconfiguration of two existing lots. This procedure does not rise to the level of a subdivision of land as no new additional lot will be created. However, the proposed parcel reconfiguration is subject to the establishment of a zoning district that will permit the establishment of a one (1) acre parcel where, under today’s Design Enterprise “DE-5” requirements, a minimum of five (5) acres is required.

**Rationale:** The concept of encouraging higher density housing near and around town centers and rail stations is consistent with national development trends. Wilton’s 2010 Plan of Conservation and Development encourages multi-family housing in areas where public infrastructure can support higher density development; particularly near transit stations (page 59). The planned housing development is located only 1,100 feet from the Wilton Train Station as well as a short distance from Wilton Center. Quick and convenient access to and from Wilton Center is expected to be enhanced by means of a planned pedestrian bridge and walkway, the design of which is expected to commence in the late spring of 2015.

Recreational amenities, such as the Norwalk River Valley Trail and Merwin Meadows Park will be within short walking distance upon completion of the Wilton Station Walkway; again, making subject area suitable for housing.

The Plan of Conservation and Development also recognizes the importance of maintaining Wilton Center as the predominant “cultural, social and business center of Town” (page 62). Encouraging residential development activity in and around the center is beneficial in terms of stimulating an increased demand for goods and services which in turn expands the overall economic mass within the center.

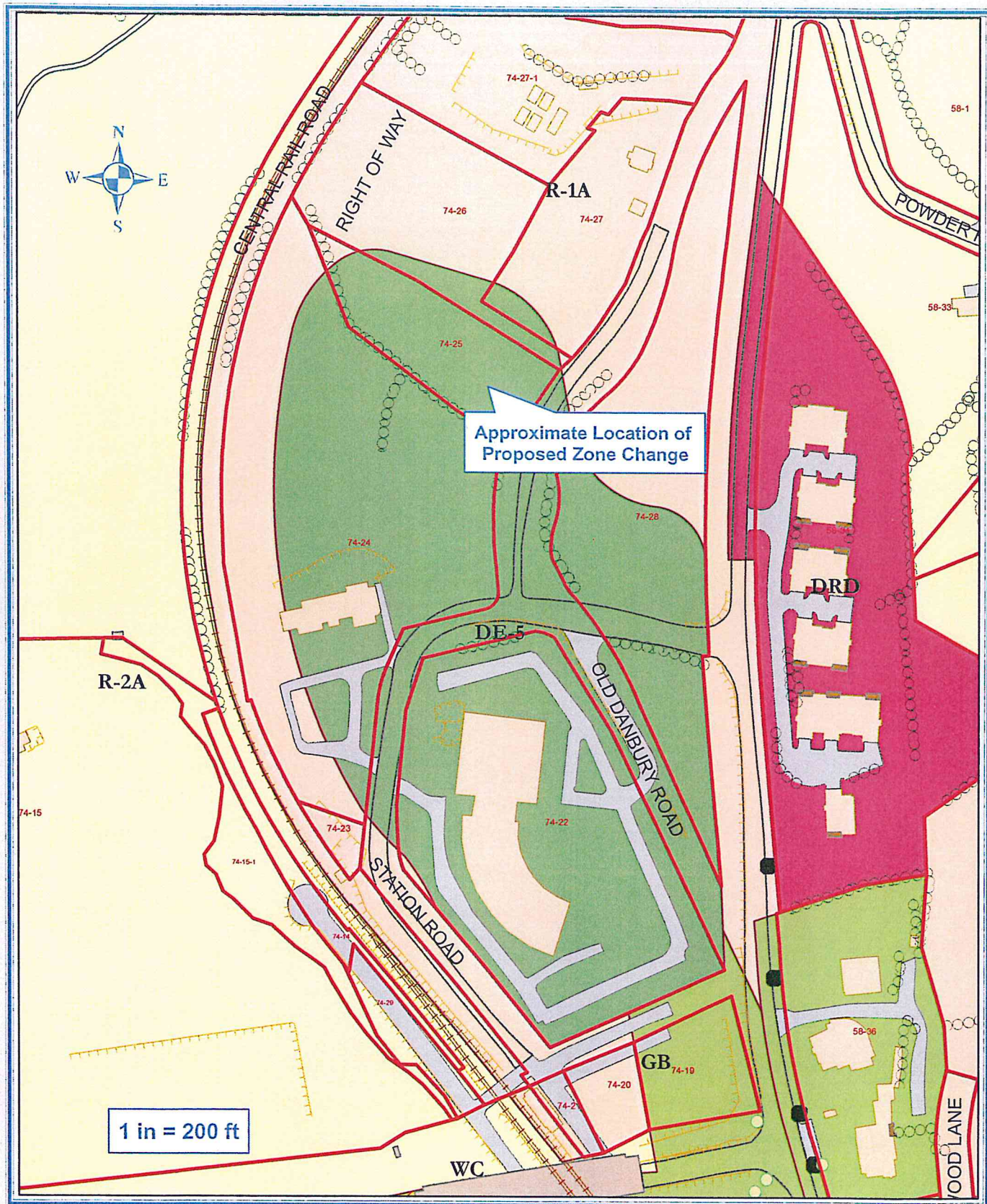
Moreover, The Plan of Conservation and Development recognizes the need for encouraging an array of housing opportunities with an emphasis on affordability (page 58-59). Both senior and

workforce housing are identified in the plan as a type of needed housing in Wilton and the surrounding region.

The area is presently serviced by public water and a public sewer line is located in Station Road; approximately 200 feet to the south. It should be noted that the developer has agreed to extend the sewer at a depth which will allow remaining town-owned property to the north to be serviced by public sewer at a future date. This is important consideration in terms of fostering future development options within this neighborhood.



Old Danbury Road  
Wilton, Connecticut



## Brennan, Bill

---

**From:** Pierce, Steve  
**Sent:** Thursday, February 26, 2015 4:28 PM  
**To:** Brennan, Bill  
**Cc:** Dennies, Sandy; Kets33@aol.com  
**Subject:** Trax Machine Information  
**Attachments:** Trax Machine Chart.xlsx; Trax Machine Information.docx; trax Machine lease info.docx; MunicipalLease.pdf

Bill,

Attached you will please find a chart of information seven different trax machines Doug and I have researched, and which reflect our \$60,000 budget request. I have also included a document which breaks down what the department would use this machine for both now and in the future.

I spoke with Sandy this morning regarding the lease to purchase option you requested we investigate. While we have calls into several vendors, Sandy and I feel the municipal lease to purchase plan we received from Edward Ehrbar Inc reflect a typical program and give us guidelines for what would need to be budgeted if the Town wanted to enter a lease to buy program.

Sandy indicated the standard lease to buy program for the town should be 36 months. As spelled out in the quote we received, please see attached, our payment would be \$1,877 per month or \$22,524 per year. At the end of the three years the town would have paid a total of \$67,572 for the machine and the town would own it outright. The cost to buy this machine outright is \$64,870. There is a additional cost to the town of \$2,702 to lease to buy as opposed to a straight purchase.

Lease to Own	\$67,572
Purchase	<u>\$64,870</u>
Difference over three years	\$2,702

I would suggest a budget item of \$25,000 per year for a lease to purchase a trax machine.

Renting a machine to purchase is far more expensive at about \$38,000 per year and not a real viable alternative to obtaining this piece of equipment.

Please note: the machine that was at the DPW garage during the capital tour was meant to be an example of the type of machine we are interested in purchasing, NOT necessarily the piece of equipment we would select. It happened to be the only machine that was available at the time of the walk through.

Please let me know if you have any questions.

Steve

Make	JCB	JCB	New Holland	New Holland	Kubota	John Deere	Bobcat
Model	150T	190T	C227 T4	C332 T4	SVL75-2	323E	T350 T4
Engine							
Horse Power	56 hp	62 hp	68 hp	76 hp	74.3 hp	74 hp	66 hp
Tipping Load	4,344	5,429	5,400 lbs	6,400	6,670 lbs	7,400 lbs	5,700
Minimum Ground Clearance	9.1 inches	9.1 inches	8 inches	9.5 inches	11.7 inches	9.8 inches	7.3 inches
Length Without Bucket	138 inches	140 inches	105.1 inches	117.8 inches	109 inches	112 inches	104.6
Vehicle Width Without Bucket	66 inches	66 inches	65.9 inches	76 inches	68 inches	71.8 inches	67.1
Cab Entry	Slide	Slide	Front - Over Bucket	Front - Over Bucket	Front - Over Bucket	Front - Over Bucket	Front - Over bucket
Controls	Hand	Hand	Hand or Hand & Foot	Hand or Hand & Foot	Hand or Hand & Foot	Hand or Hand & Foot	Hand or Hand & Foot
Warranty - Arm	Life	Life	1 yr	1 yr	2 yrs	1 yr	1 yr
Warranty - Machine	2 yrs	2 yrs	1 yr	1 yr	2 yrs	1 yr	1 yr
Cost for Machine and Bucket	60,000	64,000	55,529	61,659	67,000	58,490	52,325
Service Location	Danbury	Danbury	Brewster	Brewster	Orange	Wallingford	Stratford



## Parks & Recreation 2016 Trax Machine Request

The following is a breakdown of how the Trax machine would be utilized by the Parks & Recreation Department. We would be purchasing the machine with a bucket, and the rest of the attachments we would purchase over time through our Recreation Equipment line item in our operating budget. We envision this piece of equipment to be in use year round and to last at least twenty years.

### Forklift Attachment

Offload pallets of seed, fertilizer, herbicide, field marking lime, etc – this is currently done by hand and is labor intensive and repetitive. The material is offloaded by hand from the delivery truck, stored, and then loaded by hand on our trucks for distribution on fields. Any leftover material is then off loaded by hand, stored and the process is repeated. Anytime the material is moved in the yard, for access to other material, or equipment, this is the process currently used. The skid steer has an attachment that will enable the machine to act as a fork lift minimizing the manual lifting, making the job safer, faster and more efficient.

**Seasons this would be used: Spring, summer, fall and winter**

### Front Bucket/Snow blower Attachment

We maintain over 4 miles of sidewalks and our quads can push a light storm, but when we get a higher volume of snow we need to rent a trax machine, or hire a contractor with one of these machines. All of the sidewalks we maintain are subject to both local and state road crew's snow removal. All of the snow on the roads gets pushed onto the sidewalks we maintain. Without a trax machine to remove the snow, we have used a tractor without a cab, but a tractor's turning radius limit removal as they have to back up to an area to drop the bucket of snow they pick up. This can sometimes be ¼ of a mile. Due to the trax machine's size and turning radius it is perfect for this type of work, with very little maneuvering it can cut the time of snow removal by half, making the sidewalks usable for the public sooner and safer.

The snow blower attachment would allow us to run the machine without having to dump a bucket of snow thus making the clearing of sidewalks even more efficient. It would also send the snow piles farther away from sidewalks and intersections we maintain.

**Seasons this would be used: Winter**

### Front Bucket

This bucket would allow us to load our trucks with mulch, clay for baseball infields, trap rock for trail repairs, etc. It would also be used for field set up for 11 baseball fields which includes clay distribution and rough grading. It will be used for trail repair and rough grading of trails. It will be used for prep work for sodding, which effects over 10 rectangular fields and 4 baseball/softball fields twice annually.

**Seasons this would be used: Winter, spring, summer, and fall**

## Other Useful Attachments

### Post Hole Digger

This would be very helpful in repairs to fence lines we maintain and are currently dug by hand.

### Sod Roller

We are now renting a sod roller from the sod farm at a cost of \$600 per use which is twice per year.

### Harley Rake

This item fine grades areas for seeding or sodding. It would eliminate hand raking these areas.

### Brush Cutter

This item would be used for rough mowing around the exterior of the community gardens in Allen's Meadow, the Sackett Property, Paths at Schneck's Island,





**From:** Andy Jett <[ajett@ehrbar.com](mailto:ajett@ehrbar.com)>  
**Date:** February 12, 2015 at 3:42:51 PM EST  
**To:** "[douglas.katz@wiltonct.org](mailto:douglas.katz@wiltonct.org)" <[douglas.katz@wiltonct.org](mailto:douglas.katz@wiltonct.org)>  
**Subject:** JCB Compact Track Loader Lease

Douglas - I have attached the JCB municipal lease program. At the end of this lease you would own the machine, there will be no residual. You can get a 24, 36, 48, or 60 month lease. See the attachment. The payment factor is just multiplied by the cost of the machine and that is the monthly payment. The interest rates are subsidized rates.

JCB 150T without snow blower

\$60,870.00

monthly payment on 24 month lease \$2601.00

monthly payment on 36 month lease \$1762.00

monthly payment on 48 month lease \$1343.00

monthly payment on 60 month lease \$1093.00

JCB 190T without snow blower

\$64,870.00

monthly payment on 24 month lease \$2772.00

monthly payment on 36 month lease \$1877.00

monthly payment on 48 month lease \$1432.00

monthly payment on 60 month lease \$1165.00

The 72" snow blower costs \$9000.00 and would increase the monthly payment.

Thanks

Andy Jett  
Edward Ehrbar  
203 617 7885

# MUNICIPAL LEASE PLANS

# \$ 1

**PURCHASE OPTION**

Months:	24	36	48	60
Customer Rate:	2.65%	2.85%	2.99%	3.10%
Payment Factor:	.04273	.02894	.02207	.01796

These Tax-exempt Municipal leases require first payment in advance.

A municipal lease is a contract with many characteristics of a standard commercial lease, with three primary differences:

1. The intent of the Lessee is to purchase or take title of the equipment at the end of lease term.
2. The lease payments include the return of principal and interest, with the interest being exempt from Federal income taxation to the Lessor.
3. The municipal lease provides for termination for non-appropriation of funds to the Government Agency.

Who qualifies for a municipal lease?

1. States and their political subdivisions such as counties and cities.
2. Departments or agencies such as state universities, fire & police departments, school districts, & hospitals.
3. Governmental entity must possess one of three characteristics of a government:
  - Power of eminent domain
  - Police powers.
  - Able to levy taxes.

Who does not qualify for a municipal lease?

1. Non-profit corporations.
2. Private contractors eligible for municipal discounts.

Why choose a municipal lease?

1. Quick Delivery—no need to seek voter approval through bond issue.
2. Non-Appropriation—ability to get out of lease if funds are not appropriated in the municipality budget on an annual basis.
3. \$1.00 Buyout—The Lessee owns the equipment at the end of the lease term.
4. Flexible Terms—The payment can be tailored to the needs of the municipality.
5. Down Payment—No down payment or security deposit required.
6. No Budgetary Constraints.

**home**

Tony Whitehurst  
General Manager  
(912) 447-2270  
(800) 843-4317 fax  
tony.whitehurst@jcb.com

**JCB**  
**FINANCE**

Becky Morningstar  
New Business Manager  
(912) 447-2038  
(800) 843-4317 fax  
becky.morningstar@jcb.com

**next**

## Rochester, Jacqueline

---

**From:** christinetenore@aol.com  
**Sent:** Wednesday, November 05, 2014 11:14 AM  
**To:** Rochester, Jacqueline  
**Cc:** ginsight@aol.com  
**Subject:** WCSS  
**Attachments:** WCSS - proposed Charge.pdf

Good morning, Jackie -

Attached please find two copies of the Wilton Commission on Social Services proposed updated Charge. One is a marked-up copy outlining the changes and the second is a clean copy of the proposed Charge. Please let us know what the procedure is for obtaining approval for the changes.

Thank you, Jackie.

Sincerely,  
Christine Tenore

• Put on  
~~Dec 1~~ BOS only  
• Delay requested to  
3/2/15 BOS only.

## COMMISSION ON SOCIAL SERVICES

Formatted: Left: 0.5", Right: 0.5", Top: 0.5", Bottom: 0.5"

### Establishment; Purpose:

A Commission of nine (9) members to be known as the Commission on Social Services is hereby established with the fundamental purposes of identifying the present and anticipating the future needs for human services in the Town of Wilton and making recommendations concerning those needs to the Board of Selectmen. In addition, the Commission's responsibilities encompass establishing and/or maintaining advisory relationships with organizations and agencies providing social services to the town and its residents. The Commission may serve as a forum for concerns and efforts relating to social service issues.

### Composition:

The members of the Commission shall be known as "Commissioners", all of whom shall be appointed by the Board of Selectmen, and no more than five (5) of whom shall be members of the same political party.

### Term of Office:

Commissioners shall be appointed for a term of two (2) years. The terms of five (5) Commissioners shall commence on December 1 of even-numbered years and the terms of four (4) Commissioners shall commence on odd-numbered years. No Commissioner shall serve more than five (5) consecutive terms, provided, however, that any Commissioner appointed to fill the vacancy of an unexpired portion of a term shall serve no more than four (4) additional consecutive terms following the vacancy term. No Commissioner will serve as Chairman for more than four (4) consecutive years.

### Vacancies:

In the event of a vacancy on the Commission on Social Services, the Board of Selectmen shall appoint a Commissioner to fill the vacancy of the unexpired portion of the term.

### Compensation:

Commissioners shall serve without compensation, except that their actual expenses and disbursements, where reasonably incurred with the advance approval of the First Selectman Director of Social Services and in the performance of their duties, shall be paid from the town treasury.

### Election of Officers:

The Commission annually at its meeting in June shall elect one (1) of its number to be Chairman, one (1) of its number to be Vice Chairman and one (1) of its number to be Secretary. The Chairman shall appoint members, as necessary, to address various social service issues and activities.

### Meetings:

The Commission shall hold regularly scheduled monthly meetings, except for the months of July and August. The Secretary shall be responsible for the publication of meeting agendas and the preparation of minutes in accordance with Freedom of Information requirements.

Annual Report:

Upon request, The Commission shall make a written annual report to the Board of Selectmen in all its matters.

Responsibilities:

1. The Commission shall keep the Board of Selectmen informed, in an appropriate and timely manner, about matters relating to social service activities and shall provide advice on matters concerning significant social services issues in the Town.
2. ~~The Commission, in concert with the Director of Social Services, shall develop written policies to guide the administration and operation of the Department of Social Services, with said policies subject to review and approval of the Board of Selectmen. When appropriate~~Upon request, the Commission Chairman will provide to the First Selectman the Commission's evaluation of staff personnel and candidates for open staff positions.
3. The Commission shall ~~regularly meet~~ at least annually with the Department of Social Services personnel to review the programs and the budget prepared by the staff Director of Social Services, and ~~shall submit the Commission's budget and program recommendations to the Board of Selectmen.~~
4. The Commission ~~shall~~ may, in addition to its functions directly related to the Department of Social Services, review programs and budgets of all social service organizations that receive financial support from the Town, ~~such as including, but not limited to, Nursing & Home Care Visiting Nurse and Hospice of Fairfield County, R.S.V.P., Homes for Hope, and Trackside Senior Center, Dial-A-Ride, InterFaith Housing; and, as may be requested by the First Selectman and/or Board of Selectmen, comment on regional social service agencies that request Town funding.~~
5. The Commission shall interface with social service organizations providing services within the town and report, as appropriate, the activities of such organizations to the Board of Selectmen.
6. ~~The Commission will meet, as necessary, with the Director of Health to review activities and reports on health matters and provide to the Board of Selectmen appropriate and timely advice on any health concerns which, in the opinion of the Commission, require the attention of the Board of Selectmen.~~



## COMMISSION ON SOCIAL SERVICES

### Establishment; Purpose:

A Commission of nine (9) members to be known as the Commission on Social Services is hereby established with the fundamental purposes of identifying the present and anticipating the future needs for human services in the Town of Wilton and making recommendations concerning those needs to the Board of Selectmen. In addition, the Commission's responsibilities encompass establishing and/or maintaining advisory relationships with organizations and agencies providing social services to the town and its residents. The Commission may serve as a forum for concerns and efforts relating to social service issues.

### Composition:

The members of the Commission shall be known as "Commissioners", all of whom shall be appointed by the Board of Selectmen, and no more than five (5) of whom shall be members of the same political party.

### Term of Office:

Commissioners shall be appointed for a term of two (2) years. The terms of five (5) Commissioners shall commence on December 1 of even-numbered years and the terms of four (4) Commissioners shall commence on odd-numbered years. No Commissioner shall serve more than five (5) consecutive terms, provided, however, that any Commissioner appointed to fill the vacancy of an unexpired portion of a term shall serve no more than four (4) additional consecutive terms following the vacancy term. No Commissioner will serve as Chairman for more than four (4) consecutive years.

### Vacancies:

In the event of a vacancy on the Commission on Social Services, the Board of Selectmen shall appoint a Commissioner to fill the vacancy of the unexpired portion of the term.

### Compensation:

Commissioners shall serve without compensation, except that their actual expenses and disbursements, where reasonably incurred with the approval of the Director of Social Services and in the performance of their duties, shall be paid from the town treasury.

### Election of Officers:

The Commission annually at its meeting in June shall elect one (1) of its number to be Chairman, one (1) of its number to be Vice Chairman and one (1) of its number to be Secretary. The Chairman shall appoint members, as necessary, to address various social service issues and activities.

### Meetings:

The Commission shall hold regularly scheduled monthly meetings, except for the months of July and August. The Secretary shall be responsible for the publication of meeting agendas and the preparation of minutes in accordance with Freedom of Information requirements.

### Annual Report:

Upon request, the Commission shall make a written annual report to the Board of Selectmen in all its matters.

### Responsibilities:

1. The Commission shall keep the Board of Selectmen informed, in an appropriate and timely manner, about matters relating to social service activities and shall provide advice on matters concerning significant social services issues in the Town.
2. Upon request, the Commission Chairman will provide to the First Selectman an evaluation of staff personnel and candidates for open staff positions.
3. The Commission shall meet at least annually with the Department of Social Services personnel to review programs and the budget prepared by the Director of Social Services.
4. The Commission may, in addition to its functions directly related to the Department of Social Services, review programs and budgets of all social service organizations that receive financial support from the Town, including, but not limited to, Visiting Nurse and Hospice of Fairfield County; R.S.V.P.; Homes for Hope; and Trackside; and, as may be requested by the First Selectman and/or Board of Selectmen, comment on regional social service agencies that request Town funding.
5. The Commission shall interface with social service organizations providing services within the town and report, as appropriate, the activities of such organizations to the Board of Selectmen.

FINANCE DEPARTMENT

Tel (203) 563-0114

Fax (203) 563-0299



TOWN HALL  
238 Danbury Road  
Wilton, Connecticut 06897

February 24, 2015

To: William F. Brennan, First Selectman

From: Sandra L. Dennies, Chief Financial Officer

Re: Interest Rate on Deferrals

The Wilton Tax Relief for the Elderly and Disabled Ordinance, Section 26A-7B indicates that all deferrals are subject to simple interest of not more than the rate of 5% per year; however, the interest rate is subject to change no more than once per year by the Board of Selectmen in consultation with the Board of Finance.

Beginning February 2 through May 15, 2015 applications may be made for participation in the program. Therefore, your discussion of the interest rate that will be charged should be addressed at your next Board of Selectman meeting.

The interest rates that have been charged in the past are as follows:

Grand List Year 1995 – 2002	6%
2003 – 2008	5%
2009 – 2011	3%
2012	2.5%
2013	2.75%

Last year 27 tax parcels benefitted from the tax deferral program with \$156,209.63 granted in deferrals. In the prior year 29 tax parcels benefitted from the tax deferral program with \$187,410.12 granted in deferrals.

A copy of the application is attached.

OFFICE OF THE ASSESSOR  
(203) 563-0121



TOWN HALL  
238 Danbury Road  
Wilton, Connecticut 06897

TAX RELIEF  
FOR THE ELDERLY or TOTALLY DISABLED HOMEOWNERS  
TOWN CODE CHAPTER 26A Revised January 19, 2010  
FILING PERIOD: February 2, 2015 through May 15, 2015

OWNER \_\_\_\_\_ BIRTH DATE \_\_\_\_\_  
OWNER \_\_\_\_\_ BIRTH DATE \_\_\_\_\_  
PROPERTY ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_

1. Applicant is a resident of the Town of Wilton at time of application: YES NO
2. Applicant has been a taxpayer of the Town for one (1) year immediately preceding the receipt of tax relief under this Article: YES NO
3. Applicant occupied property as PRINCIPAL RESIDENCE for more than 183 days during the twelve months immediately prior to the filing of this application: YES NO
4. Applicant's percentage of ownership: \_\_\_\_\_
5. Applicant is 65 years of age or over as of December 31, 2014: YES NO  
OR Applicant is 60 years of age or over as of 12-31-14 and is the surviving spouse of a taxpayer who qualified for tax relief at the time of his/her death: YES NO  
OR Applicant is under 65 years of age and is permanently totally disabled under SS, Railroad Retirement Act, or any Federal, State or Local Government retirement program with requirements similar to Social Security. If so, attach a copy of the Total Disability Certificate: YES NO
6. Applicant or his or her spouse has paid all taxes due to the Town of Wilton in the fiscal year immediately preceding the fiscal year for which the credit is applied: YES NO
7. Applicant has applied for tax relief under State of Connecticut Statutes: YES NO  
If No, please state reason, \_\_\_\_\_
8. Applicant receives tax relief as a homeowner in another state or in another Connecticut Municipality: YES NO
9. Attach a copy of the signed IRS Form 1040 and 1099 Social Security Statement for 2014. If no IRS filing is necessary, copies of all income sources including 2014 1099 Social Security Statements are required.

ELECTION OF RELIEF PROGRAM: CREDIT \_\_\_\_\_ DEFERRAL \_\_\_\_\_ CREDIT/DEFERRAL \_\_\_\_\_

SWORN AFFIDAVIT (To be signed only in presence of the Assessor or member of the Assessor's staff, or Assessor's designee.)  
The above named applicant, or authorized agent, deposes and says that the above statements are true and complete and claims tax relief under provisions of Chapter 26A of the Town Code of the Town of Wilton. The preceding applicant or authorized agent is also aware that the penalty for making a false affidavit is \$500 fine or imprisonment for one year or both.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ STAFF \_\_\_\_\_

10-1-14 LIST NUMBER \_\_\_\_\_ CREDIT OPTION \_\_\_\_\_ DEFERRAL OPTION \_\_\_\_\_

INCOME	CREDIT	INCOME	MAX. BENEFIT RATE
\$0 - \$42,200	\$4,550	\$0 - \$80,150	100% OF TAX
\$42,201 - \$80,150	\$4,549 - \$1		

TOWN CREDIT \$ \_\_\_\_\_ TOWN DEFERRAL % \_\_\_\_\_

ALLOWED DISALLOWED REASON \_\_\_\_\_

## **APPOINTMENTS/REAPPOINTMENTS**

**March 2, 2015**

**Board of Selectman Meeting**

### **Wilton Security Task Force**

John Logan

Roseann DeSomone

Terrie Schwartz

Jory Higgins - BOE

Ken Post - BOE

John Murphy - BOE

John Suchy

Dr. Kevin Smith - BOE