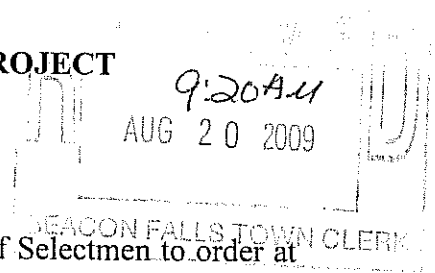


**BOARD OF SELECTMEN**  
**SPECIAL MEETING – MJ&J PROPERTIES PROJECT**  
**AUGUST 18, 2009**  
**(Draft Copy – subject to revision)**



First Selectman S. Cable called a Special Meeting of the Board of Selectmen to order at 3:35 P.M.

**PRESENT:** First Selectman S. Cable, Selectman D. Sorrentino, Selectman M. Krenesky.

**ALSO PRESENT:** Town Attorney D. Civitello, J. Martin, MJ&J Properties and Attorney C. Smith

Attorney Smith thanked the Board of Selectmen for scheduling this meeting.

D. Civitello reviewed the Draft of the Real Property Exchange Agreement with the Board of Selectmen, noting she had reviewed the document and had gone over it with Attorney Smith. She noted a Town Meeting had already approved the land swap between the Town and MJ&J Properties. Photo A shows MJ&J's property to swap with the Town, Photo B shows property Town would transfer to MJ&J.

D. Civitello indicated both parties would begin their inspections, and suggested a Phase I Environmental Study be done with both parties possibly sharing the cost. She noted a request for a zone change would be included in the application submitted by MJ&J to the Planning and Zoning Commission.

D. Civitello noted each side could back off the project for any reason within ninety (90) days after signing the Contract. She noted MJ&J would pay the Town \$250,000 only after all land use proposals have been agreed to by the Land Use Boards, including appeal times. She noted this could be a long process. If MJ&J does not get approvals or if approvals contain unsatisfactory conditions, it can back out of the project.

D. Civitello also discussed 'due diligence' with regard to getting the Phase I study done. She noted MJ&J would most likely try to apply for a zone change during this ninety (90) day period, adding this process could take some time.

S. Cable said she 'will not let the Town be held hostage in any way'. D. Civitello said Town would keep its land until all approvals have been given, with no work to take place on the project. S. Cable noted if zone change is not approved, then project changes.

D. Civitello noted there are slope conditions to be considered.

D. Civitello then went through the agreement and presented her suggestions that had been discussed with Attorney C. Smith.

- Page 2, (c). MJ&J would bear any IRS expense, as Town would not benefit from this provision.

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- Page 2, 2c. A quit claim versus a warranty deed for premises.
- Page 2, 2d. Would be accepted as otherwise provided. If MJ&J determines project is infeasible and quits, they would have to reimburse Town for any monies spent. J. Martin had concerns about Town backing out of project with MJ&J having to pay those expenses. S. Cable noted this current Board of Selectmen who was in favor of the land swap might no longer consist of the same members after the November election, asking who would then be responsible. S. Cable noted Town did not approve this project but did approve the land swap. She added she does not want the Town liable for a big expense if it pulls out of the project.
- Discussion of having a cap if for some reason there are delays with the Environmental Study or Titles.
- M. Krenesky asked if contract would be signed by the November 3, 2009 election. Attorney Smith said he wants a contract in place before anything is done on the project.
- D. Civitello noted Board of Selectmen cannot bind the Town for \$20,000 or more without going to a Town Meeting. C. Smith said he would work on some type of cap.
- 2d – MJ&J would pay all of the Conveyance Taxes.
- Page 3, Section 3. Possession and Occupancy. D. Civitello noted you never know what could happen to property, i.e. weather, fire. S. Cable noted certain tests have to be done, i.e. borings, etc. S. Cable said she does not want to see the land a barren wasteland.
- Page 3. Title. D. Civitello noted term ‘ due diligence’, adding she wants to see everything spelled out more realistically. D. Sorrentino noted it takes approximately four (4) months to have Kingsmark to an Environmental Study. S. Cable suggested asking Kingsmark to do an Environmental Study. D. Sorrentino noted there is wetlands and wildlife on the property. A Phase I study would review for contaminants, with D. Civitello asking if Town knew if any contaminants had ever been dumped on this property. J. Martin noted with tests he had already taken, the property is clean. S. Cable asked J. Martin if he could share any information he has. S. Cable will also talk to A. Bogen (Brownfields) about this, adding Brownfields has recently acquired some stimulus funding to be used for this type of study. D. Civitello added all of the information is required to protect both parties.
- Discussion on what would be a reasonable time to get these things done. C. Smith noted both parties can always modify the original agreement.
- J. Martin noted some work has already been with regard to a Title Search, adding this could save the Town some money.
- Section 5. Approvals. MJ&J wants right to abandon project at any time for any reason and would have to reimburse Town for its expenses, which would not include property restoration. D. Sorrentino would like to see restoration of property if it has been disturbed. S. Cable said she does not want to see any loom taken out, with C. Smith noting this cannot be done until all approvals are in place.

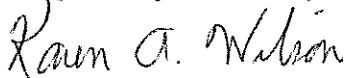
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- Page 4 – Section 5 b. Town would defend any approval against a third party challenge.
- Page 4, Item 6 – Default. No discussion.
- Page 5 – Section 8 – Survival and Succession. It was noted this agreement can be transferred to allow time to require proof of financial status. S. Cable noted she never wants to see a repeat of what happened on Rice Lane. D. Civitello felt J. Martin's experiences with the Town have been positive in the past.
- Page 5, Section 9. Effect of Delivery. No discussion.
- Page 5, Section 11. No Recording. Agreement discussed not to record on Land Records that could cause an encumbrance on the property. Language will be added to this effect. This protects the landowners. D. Civitello noted Town is not obligated to record this, adding she is comfortable with this.
- Page 7, 13b – Both parties have the right to be on the property during the due diligence period to make reasonable investigation, surveys, etc.
- D. Civitello noted this property is in State's Conservation area, adding if Town allows sewers, it would lose its funding for future projects. S. Cable noted Town Planning Consultant B. Miller is currently working on language to have Planning & Zoning Commission asks the State for a change to its Plan. S. Cable noted part of this property is not in the sewer map at this point since the maps have not been finalized yet, adding it is up to the W.P.C.A. to address this. An A-24 report is needed. S. Cable noted Town cannot amend the State's map. Suggestion made to have MJ&J speak to the W.P.C.A. about this.
- D. Sorrentino noted that parts of the property which might be intended for open space are not suitable for any recreational purposed and suggested that in lieu of the donation of specific open space areas, a monetary amount be assigned as comparable.
- S. Cable noted some trails might be used for quads or hiking. J. Martin noted the fifty (50) acre parcel is flat at the top.
- S. Cable noted Open Space Committee could review and make recommendations, with D. Sorrentino adding that Committee has no authority.

Meeting adjourned at 4:50 P.M.

Respectfully submitted,



Karen A. Wilson

Clerk for the Board of Selectmen- Special Meeting – August 18, 2009

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