

Robert J. Pask

2016 FEB 20 A 8: 36

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

FEBRUARY 13, 2018

SPECIAL MEETING/BLESSED SACRAMENT CHURCH

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown, Patricia Harmon and Caroline Torres

Chair Kehoe called the meeting to order at 7:12 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Chair Kehoe explained that this special meeting is the result of discussions at the February 6, 2018 regular Town Council meeting regarding the proposal to purchase the Blessed Sacrament Church to use as a new senior center. The Chair further explained that people from local Pentecostal churches – who had expressed some interest in buying Blessed Sacrament Church – were not in favor of the town purchasing Blessed Sacrament, since they were having difficulties in finding suitable locations for their churches in the town of East Hartford. The Town Council feels that zoning laws and how they apply to churches in East Hartford is a separate issue, which will be the topic of a workshop sometime in April 2018. Additionally, the Council had questions on the costs of the proposed renovations to Blessed Sacrament and the financial impact to the town's taxpayers.

The following citizens came forward in support of the town's purchase of Blessed Sacrament Church to renovate as a new senior center:

Patricia Sirois, 45 Jefferson Lane; Janice Mastropasqua, 42 Hills Street; Holly Reed, 93 Michael Avenue; Janet Penney, 17 Phillips Farm Road; Christina Lessard, 34 Heritage Lane; Kathy Lombardo, 334 Maple Street; Fred Falcone, 326 Long Hill Street; Joe Carey, 15 Fowler Lane; Frank Kucza, 87 Greenlawn Street; William Brown, 877 Burnside Avenue; James Shelmerdine, 745 Tolland Street; Fred Sokolowski, 35 Passaro Drive; Susan Kniep, 50 Olde Roberts Street; Nancy Yiznitsky, 87 Montclair Drive; and Gary Hickey, 265 Hills Street.

The following citizens came forward to speak in favor of the town working with faith-based groups to help them find locations within East Hartford to utilize as a church:

Alvin James, 110 Concord Street; Yannia Roman, 32 Belden Street; and Sheilla Ramos, 306 Tolland Street.

Jon Petoskey, 147 Jessica Drive, pastor to the Pentecostals of Greater Hartford, is in favor of the senior citizens getting a better senior center. However, he believes that his congregation should purchase Blessed Sacrament Church since it is already zoned for use as a church.

Anita Morrison, 34 Jonathan Lane, is in favor of the new senior center but is sympathetic to the needs of other religious groups and hopes that the town can work with the faith community to find areas where they can locate their churches.

There were no other citizens who came forward.

At this point, Mayor Leclerc, along with Mike Walsh, Finance Director, gave the Council a PowerPoint presentation on the existing senior center at the former McCartin School, which proved the need for a new and improved senior center.

The following staff addressed certain aspects regarding the new senior center at Blessed Sacrament: Eileen Buckheit, Development Director, said there are no environmental concerns and the structural report shows that the overall structure is in good condition; Christopher Williams, Architect, reviewed his estimates for the renovations to Blessed Sacrament with the Council; Gregg Grew, Inspections & Permits Director, stated that the open floor plan and clear-span roofing is ideal for a senior center; Scott Chadwick, Corporation Counsel, summarized the offer process on this transaction; Tim Bockus, Public Works Director, reviewed the possible reconstruction layout of the present parking lot to better suit the needs of a senior center; Ted Fravel, Parks & Recreation Director, spoke to the day-to-day needs of seniors and how the proposed location will better suit those needs; Kathy Kane, Senior Services Supervisor, submitted to the Town Council letters from seniors who could not attend tonight's meeting.

MOTION

By Linda Russo

seconded by Ram Aberasturia

that the East Hartford Town Council, acting as a committee of the Whole for the Real Estate Acquisition & Disposition Committee, waives the survey requirement of Section 10-18(b) of the Code of Ordinances and authorizes the Mayor to execute the attached contract and in her discretion, based upon the results of the due diligence required under Section 10-18 of the Code of Ordinances and allowed under the contract, to purchase the property known as 15 Millbrook Drive, East Hartford, Connecticut for \$900,000.00, provided the expenditure of funds for the renovation of such property shall be subject to review and approval by the Town Council.

Motion carried 9/0.

A copy of the contract follows these minutes.

Several Councillors addressed the Pentecostals in the Chambers on the difficulties they have encountered with trying to purchase a building and/or lot to establish their church in East Hartford. Additionally, the Councillors were mindful of the financial scope of this project, and promised the citizens of East Hartford that there are assurances in place to make sure that the project will be managed in a responsible manner.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (9:30 p.m.)
 Motion carried 9/0.

Attest Angela M. Attenello
Angela M. Attenello
Town Council Clerk

REAL ESTATE CONTRACT

1. PARTIES.

Buyer: **Town of East Hartford**
 740 Main Street
 East Hartford, CT 06108

Seller: **Saint Edmund Campion Parish Corporation**
 538 Brewer Street
 East Hartford, CT 06118

2. **PROPERTY.** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, all of the right, title and interest in certain real property consisting of the parcel with all improvements thereon known as 15 Millbrook Drive, East Hartford, Connecticut ("Property"), more particularly described in Schedule A appended hereto and made a part hereof, and Seller's right, title and interest in the kitchen equipment and appliances with the exception of the industrial stove. Seller retains the right, but not the obligation, to remove all other personal property from the site.

3. **FIXTURES.** Fixtures attached or appurtenant to or used in connection with said Property are represented to be owned by the Seller, free from all liens and encumbrances, except as herein stated. Certain fixtures, including but not limited to liturgical, religious, and sacred objects, may be removed from the Property prior to closing. Without limiting the generality of the foregoing, fixtures such as lighting, heating, and plumbing fixtures are included in the sale and will not be removed.

4. PRICE.

- | | | |
|----|--|---------------------|
| a) | The total purchase price is: | \$900,000.00 |
| b) | Buyer shall make the following deposit with the execution of this contract: | \$25,000.00 |
| d) | Total Additional Funds Due at Closing payable by Certified or Bank Draft or wire transfer: | \$875,000.00 |

5. **ESCROW OF DEPOSITS.** All deposits will be held in escrow by Seller's attorney, Cooney, Scully and Dowling, 10 Columbus Avenue, Hartford, CT 06106 ("Escrow Agent") in a non-interest bearing account. In case of a dispute, the Seller's Agent shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon.

6. **CONDITION OF PROPERTY.** The Buyer represents that, subject to the provisions of Paragraph 11 of this Contract, Buyer has inspected the Property thoroughly; that Buyer is satisfied with its condition; that Buyer will take title to the premises in its existing AS IS condition. Seller agrees that it shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear excepted.

7. **RISK OF LOSS.** Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller, and the Seller shall keep the improvements on the Property

insured against loss by fire or other casualty for their full replacement value. Should any building or improvements be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer may at its election either terminate this Agreement, or accept title to the Property and receive the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection thereof).

8. **CLOSING.** The Closing will take place on or about April 11, 2018 or such later date if extended in writing by the parties. The closing will be held at Buyer's attorney's office.

9. **TITLE.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record, any state of facts an accurate survey or personal inspection of the Property might reveal, provided they do not render title to the Property unmarketable; (b) current taxes and assessments; (c) a restriction that the Property be used as a community center or other purpose benefitting the public for five (5) years from the date of closing; and (d) a restriction that the Buyer will not use the name Blessed Sacrament Church or any derivative thereof in connection with any operations or activities on the subject Property. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect rendering the title unmarketable under the Standards of the Connecticut Bar Association.

If a title search reveals that title to the Property is not good and marketable, then Buyer shall notify Seller as to the nature and details of such defect and if, at the time of Closing, the Seller shall be unable to clear or rectify such defect and convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void, the Seller shall return the Buyer's deposit to it, and the parties hereto shall be released and discharged of all further claims and obligations to each other.

10. **ADJUSTMENTS.** Adjustments for taxes, water, fire taxes, sewer, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county where the Property is located.

11. **POSSESSION/MECHANICS' LIENS.** At the time of closing, possession of the improvements on the Property shall be delivered to Buyer free and clear of tenants and subject to ordinary wear and use except as otherwise agreed by the parties. At Closing, Seller shall deliver an affidavit certifying that there are no rights of mechanic's liens or tenants with respect to the Property.

12. **CONDITIONS PRECEDENT TO BUYER'S PAYMENT OF PURCHASE PRICE.**

A. **Inspections.** Seller grants Buyer permission to enter onto the property to conduct the inspections it deems appropriate of the land and improvements for a period commencing upon the date of Buyer's execution of this Contract and terminating March 15, 2018. Buyer agrees to indemnify Seller and hold it harmless against all liabilities, claims and demands (including attorneys'

fees) for personal injury or property damage arising out of or caused by any act or omission of Buyer, its agents, employees, or contractors. Buyer shall use proper care in the performance of its tasks so as not to cause damage to any property, and Buyer shall indemnify and hold Seller harmless from any liabilities, claims, or demands (including attorneys' fees) for damage to such adjoining or adjacent property. This section shall survive a termination of the contract or a closing of the transaction. If Buyer determines that the Property is not suitable for Buyer's purposes, Buyer may terminate this Contract by forwarding a written notice of termination to Seller's Representative by March 16, 2018. If Buyer has so terminated this Contract, then Seller shall promptly return Buyer's deposit to it and neither party shall have further liability to the other except for Buyer's indemnification obligations set forth in this paragraph which shall survive such termination.

B. Municipal Approvals. Buyer shall have until March 15, 2018 by which to obtain all necessary municipal approvals and authorizations for its proposed purchase of the property. If Buyer is unable to obtain such approvals by March 15, 2018, it may terminate this Contract by so notifying the Seller in writing by March 16, 2018 in which event the Seller shall return Buyer's deposit to it and neither party shall have any further liability to the other.

C. Inspection Reports/Surveys. Within five (5) business days after the execution of a contract, Seller shall deliver to Purchaser copies of the following if Seller has such document in its possession:

- Existing survey
- Environmental Reports
- Building Inspection Reports

Buyer shall provide Seller with copies of all inspection reports, testing results, surveys that it has performed upon its receipt of same, and will provide Seller with copies of all governmental applications with supporting documentation that it files with any governmental entity at time of filing.

13. BROKER/NOTICE TO AGENTS. The parties recognize and acknowledge that no realtor was involved in this transaction. If a brokerage claim arises, the party through or from which such claim arises shall save, defend, and hold the other harmless from and against such claim and expense associated therewith (including attorneys' fees and court costs).

14. NOTICES. Any notice required to be provided under this Contract shall be deemed properly given if sent to the party or its attorney via overnight mail through a national carrier, via registered or certified mail through the United States Postal Service, or via email (with acknowledgement of receipt by recipient party).

15. ATTORNEY'S FEES. In the event either the Seller or the Buyer shall bring suit on account of any breach of covenant, agreement, or condition herein written, the prevailing party in such litigation shall be entitled to reasonable attorney's fees, in addition to the amount of the judgment, and costs.

16. **ASSIGNMENT PROHIBITION.** This Contract is not assignable by the Buyer without the Consent of the Seller.

17. **DEFAULT BY SELLER.** If the Seller shall be in default under this Contract, the Buyer shall be entitled to terminate this Contract (by written notice to the Seller) and the Seller shall return all deposit monies to Buyer. Buyer may pursue any remedy available to the Buyer in law or equity.

18. **DEFAULT BY BUYER.** The Buyer shall be in default under this Contract in the event that the Buyer shall fail to perform and comply with the agreements and conditions which are required to be performed or complied with by the Buyer pursuant to this Contract. If the Buyer shall be in default under this Contract, the Seller shall be entitled to terminate this Contract (by written notice to the Buyer) and retain all deposit monies and/or pursue any remedy available to the Seller in law or equity.

19. **COUNTERPARTS.** This Contract may be executed by the parties in counterparts.

20. **COMPLETE AGREEMENT.** This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This Contract may not be modified except by an instrument in writing signed by the parties hereto.

Witnesses:

BUYER: Town of East Hartford

BY _____

Its

Date: _____

Witnesses:

SELLER: Saint Edmund Campion Parish Corporation

BY _____

Rev. John P. Gwozdz

Its Treasurer

Date: _____