

Town of Ellington

Policies & Procedures

PROCEDURE FOR SELLING TOWN-OWNED LAND

1. If the First Selectman determines that a parcel of Town-owned land should be offered for sale or sold, or upon direction of the Board of Selectmen to offer a parcel for sale, the First Selectman shall pursue the sale in accordance with the procedures set forth herein.
2. The First Selectman shall identify the parcel to be sold and seek comments or recommendations from the following town departments:
 - a) Assessor – See #3 below for the specific information to be provided
 - b) Building Official
 - c) Department of Public Works/WPCA Administrator
 - d) Town Attorney
 - e) Town Planner
 - f) Planning and Zoning Commission pursuant to CGS §8-24, pending receipt of recommendation from staff a through f noted above.
 - g) Any additional department, town staff or consultant that the First Selectman may deem necessary
3. The Assessor shall be requested to evaluate the property and establish the fair market value of the property for sale purposes. Either the Assessor or First Selectman may decide if an appraisal is necessary and, if so, obtain the same.
4. When the First Selectman has received all of the aforementioned comments, including the report of the Planning and Zoning Commission, then s/he shall place the matter on the agenda of a Board of Selectmen's meeting for further review. The First Selectman shall make a recommendation to the Board regarding the method of sale with the greatest likelihood of finding a buyer most advantageous to the Town, which may include, without limitation: (a) assigning a staff member or officer to solicit offers from interested parties; (b) selling the property at a public auction; or (c) listing the property with a realtor who either has an office in Ellington or resides in Ellington. The Board shall thereafter determine the method of sale and may set a minimum sales price and any other terms or special conditions it deems necessary or appropriate for the sale. At the Board's election, these discussions may be held in Executive Session.

In the event the property is to be auctioned or sold without the assistance of a realtor, then the Town shall cause notice of the proposed sale or auction to be sent to all abutters of the property, using the addresses on file with the Assessor.

In the event the property is to be sold, with or without the assistance of a realtor, the Board approves the form Offer Agreement attached as Exhibit A. In the alternative, a realtor's standard form contract may be used provided that it provides similar terms and provisions, as determined by the Town Attorney.

Upon the Board's determination of the method and terms of sale, the First Selectman shall work with the appropriate parties (designated staff, Town Attorney and/or realtor) to effectuate a sale of the property. In the event multiple offers are received, the Board may reserve the right to review all offers or it may direct the First Selectman to accept the highest and best offer. This provision shall not apply in the event of an auction, in which case the First Selectman shall be permitted to accept the bid of the highest qualified bidder.

Subject to any rules to the contrary established by the Board, the First Selectman shall have the authority to reject any offer that s/he finds unacceptable for any reason.

5. If the Board reserves the right to review all offers, upon receipt of all offers, the First Selectman shall place the matter on the agenda of a Board of Selectmen's meeting for further review. The First Selectman shall provide the Board with copies of all offers received and make a recommendation to the Board regarding which offer to accept. At the Board's election, these discussions may be held in Executive Session.
6. Notwithstanding any provision herein to the contrary, in the event a sale of Town-owned property will require approval at a Town Meeting pursuant to Charter Section 703, no sale shall be deemed final without the same. Any offer or contract received shall be made specifically contingent upon approval at a Town Meeting, if necessary, and, in the event of an auction of said property, the final delivery of the deed shall be made contingent upon approval of the sale at a Town Meeting, if necessary. If a Town Meeting is necessary, it shall be published and held as per the provisions of the Charter. If the sale is rejected at the Town Meeting, the First Selectman shall promptly notify the buyer (or successful bidder) and return any deposit paid and any contract or other right of said party to purchase the property shall thereafter be deemed null and void. If the sale is approved at the Town Meeting, or if a Town Meeting is not required, the First Selectman shall proceed to close or otherwise conclude the sale with the Town Attorney and buyer (of successful bidder).
7. Upon completion of the sale, the following staff shall be notified:
 - a) Assessor
 - b) Building Official
 - c) Director of Public Works/WPCA Administrator
 - d) Tax and Revenue Collector

- e) Town Planner
- f) Finance Officer/Treasurer
- g) Such other staff as the First Selectman may deem appropriate.

BOS Adopted: 07/10/1995

BOS Revised: 05/19/2014

BOS Revised: 04/12/2021

EXHIBIT "A"

OFFER TO PURCHASE TOWN-OWNED PROPERTY

This offer is made this _____ day of _____, 20____, to the Town of Ellington, a municipality with its territorial limits within the Town of Ellington, County of Tolland and State of Connecticut (hereinafter called the "SELLER") by _____, of the Town of _____ and State of _____ (hereinafter called the "BUYER").

WITNESSETH:

Buyer hereby offers to buy that certain piece or parcel of land known as _____, Assessor's APN _____ situated in the Town of Ellington, County of Tolland, State of Connecticut, a description of said premises being more particularly set forth on a deed, map and/or sketch attached hereto as Exhibit _____ hereinafter referred to as "the PROPERTY", under the following terms and conditions:

1. PURCHASE PRICE: \$ _____

DEPOSIT: \$ _____
To be paid herewith directly to the Seller (not less than 10% of purchase price)

BALANCE: \$ _____
To be paid by certified or bank check on the date of the transfer of title.

2. SPECIAL TERMS OR CONDITIONS:

[may be inserted by the First Selectman and/or Board of Selectmen]

3. CONVEYANCE AND ENCUMBRANCES: The transfer of title to the property to the Buyer shall be by Connecticut form Quitclaim Deed, conveying marketable title

in an as-is, where-is condition, free and clear of all encumbrances except as otherwise provided in this Agreement.

4. This agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of Buyer.
5. TESTS: Buyer shall pay for any and all tests, inspections, appraisals, title inspections and surveys of the property desired by them or required by their financing institution. In the event any test reveals a condition not previously disclosed to the Buyer which is adverse to the use or value of the property, Buyer shall have the option to accept the premises and purchase "AS IS", or to terminate this agreement and obtain a refund of their deposit. Buyer shall have a period of ____ days to complete any such tests and inspections, etc., and accept the results of the same or notify the Town of its termination of this agreement, as the case may be.
6. ACCEPTANCE BY TOWN: The Town shall have a period of ____ days to accept this offer, otherwise it shall be deemed null and void and any deposit paid shall be forthwith returned to Buyer. Buyer recognizes that the Town's acceptance of this offer may be subject to approval at a Town Meeting. If necessary, the Town shall have ____ days after acceptance of the offer to coordinate the same. If the sale is not approved at a Town Meeting, the Town shall promptly return any deposit paid to Buyer and, thereafter, this agreement shall be deemed null and void.
7. CLOSING, POSSESSION AND OCCUPANCY: If the sale is approved at a Town Meeting, the transfer of title and possession shall take place within 30 days thereafter. If no Town Meeting is required, the transfer of title and possession shall take place within 30 days after notice of acceptance, per Paragraph 6. The closing shall be take place at the office of the Town Attorney or at such other place as the Town Attorney may agree.
8. ADJUSTMENTS: All adjustments for taxes, sewer and all other adjustments as are normally and customarily made for similar properties shall be computed and paid as of the date of the transfer of title as hereinbefore set forth in accordance with the custom of the Tolland County Bar Association. Buyer shall be liable for taxes on the property from and after the date of closing and the Tax Collector shall send the Buyer a bill apportioned for the remaining part of the Grand List year.
9. DEFAULT: If Buyer is in default under this Agreement, and Seller is not in default of any term of this Agreement, then Seller shall be entitled to retain the deposit as liquidated damages as the actual damages are and will be difficult to ascertain and the parties desire to quantify and liquidate those damages in advance and the deposit is the reasonable value of any such damage.

- 10. REAL ESTATE AGENTS: Unless the Town has a listing agreement with a broker who shall be identified herein, the Buyer hereby represents that either there is no real estate agent who is a procuring cause of this transaction or that Buyer shall be solely responsible for any fee or commission due to any real estate agent representing the Buyer. Buyer hereby agrees to hold harmless and indemnify Seller therefrom.
- 11. All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyer by the Seller other than those set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals and to a duplicate Instrument of the same tenor and date, at _____, Connecticut on the date first above mentioned.

Signed, sealed and delivered in the presence of:

WITNESS:

BUYER(s):

Acknowledgement of Receipt of the offer:

WITNESS:

SELLER:

TOWN OF ELLINGTON

By: _____

Lori L. Spielman
Its First Selectman, duly authorized

Offer Accepted/Rejected by the Town:

WITNESS:

SELLER:

TOWN OF ELLINGTON

By: _____

Lori L. Spielman

Its First Selectman, duly authorized