



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

Watch Board of Selectmen meetings LIVE and rebroadcast on Comcast Channel 96, rebroadcast on AT&T U-verse Channel 99 and on-demand on www.simsburytv.org

SIMSBURY BOARD OF SELECTMEN

**Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury
Regular Meeting – November 9, 2015 – 7:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- Veterans Day Program – Tuesday, November 11th at 10:45 a.m. at Eno Memorial Hall
- Annual Recycling Award

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Appoint James Rabbitt, AICP as Director of Planning and Community Development
- c) Consider Tax Abatement Request for Chestnut Hill Associates of Simsbury, LLC
- d) Approve Proposed Eagle Scout Project
- e) Approve Creation of a Friends of Simsbury Farms 501(c)3 for Simsbury Farms Complex
- f) Accept Donation from Peter Dumont for Video Equipment at Simsbury Farms Ice Rink
- g) Approve Temporary Right of Entry and Easements for the Tariffville Water Commission of the Tariffville Fire District
- h) Approve Fiscal Year 2015 Transfers

Telephone (860) 658-3230
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LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
An Equal Opportunity Employer

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

- i) Review Recommendations as proposed by the Economic Development Task Force (EDTF) Process Group
- j) Accept the Performing Arts Center 2015 Administrative Fee of \$10,000 per the Facility Operating Agreement

OTHER BUSINESS

- a) Update on Senior Community Center Project

APPOINTMENTS AND RESIGNATIONS

- a) Acknowledge the resignation Barbara Petitjean (R) as a regular member of the Board of Ethics effective October 21, 2015

REVIEW OF MINUTES

- a) Regular Meeting of October 14, 2015

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel
2. Finance
3. Welfare
4. Public Safety
5. Board of Education

ADJOURN TO EXECUTIVE SESSION

- a) Per General Statutes section 1-200(6)(B) pending litigation: Town of Simsbury v. Corrine Nevers, et al

ADJOURN FROM EXECUTIVE SESSION

Possible Action

ADJOURN

Most of the documents reviewed by the Board of Selectmen at this meeting can be located at:
<http://www.simsbury-ct.gov/board-of-selectmen>



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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** 11-03-2015
3. **Date of Board Meeting:** 11-09-2015
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

Individual or Entity making the submission requests that the Board of Selectmen:

Tax refunds to be approved by State Statue 12-129. Some of the reasons for refunds on cars are –vehicle sold, destroyed, donated, moved out of state or appealed the taxes.

Real Estate refunds are due to the fact that both a bank and an attorney's office pay the taxes because of sale of house or re-finance.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

Approve tax refunds per attached printout in the amount of **\$ 12,118.92**

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2012					
Carpen Patricia O	12-01-1176	\$118.58	\$3.88		\$122.46
Toner Gerard G and Jane T	12-01-8042	\$105.53	\$3.45		\$108.98
McDonough Colin D	12-03-61991	\$142.45	\$4.66		\$147.11
					\$0.00
Total 2012		\$366.56	\$11.99	\$0.00	\$378.55
List 2013					
Carpen Patricia O	13-01-1194	\$118.12	\$3.78		\$121.90
Toner Gerard G and Jane T	13-01-8062	\$105.11	\$3.37		\$108.48
Ari Fleet LT	13-03-50496	\$368.13	\$11.80		\$379.93
Hudson Betty	13-03-58534	\$185.70	\$5.95		\$191.65
Hugabone Jeffrey Raymon	13-03-58562	\$35.25	\$1.13		\$36.38
Marrone Dylan R	13-03-61504	\$206.27	\$6.61		\$212.88
Neiman, Dara (Schmaelzle)	13-03-66462	\$207.42	\$6.65		\$214.07
					\$0.00
Total 2013		\$1,226.00	\$39.29	\$0.00	\$1,265.29
List 2014					
Corelogic (Benigno)	14-01-497	\$1,923.00			\$1,923.00
Toner Gerard G and Jane T	14-01-8090	\$105.42	\$3.38		\$108.80
Ari Fleet LT	14-03-50476	\$880.59	\$28.24		\$908.83
Ari Fleet LT	14-03-50481	\$815.16	\$26.13		\$841.29
Ari Fleet LT	14-03-50491	\$436.60	\$13.99		\$450.59
Ari Fleet LT	14-03-50498	\$392.80	\$12.59		\$405.39
Ari Fleet LT	14-03-50504	\$497.74	\$15.96		\$513.70
Banta Glen A	14-03-50838	\$166.43			\$166.43
Bergethon Priscilla G	14-03-51318	\$119.72	\$3.84		\$123.56
Carlson Jeffrey	14-03-52603	\$110.95	\$3.56		\$114.51
Financial Ser Veh Trust	14-03-55736	\$569.79	\$18.27		\$588.06
Greenlaw Thompson Tyler	14-03-57078	\$64.63	\$2.07		\$66.70
Herron Joseph P	14-03-57809	\$1,046.71	\$33.55		\$1,080.26
Herron Joseph P	14-03-57810	\$410.64	\$23.66		\$434.30
Honda Lease Trust	14-03-58122	\$537.87	\$17.24		\$555.11
Honda Lease Trust	14-03-58123	\$245.62	\$7.87		\$253.49
Honda Lease Trust	14-03-58131	\$219.20	\$7.02		\$226.22
Honda Lease Trust	14-03-58149	\$350.31	\$11.23		\$361.54
Honda Lease Trust	14-03-58219	\$94.02	\$3.02		\$97.04
Honda Lease Trust	14-03-58226	\$67.15	\$2.15		\$69.30
Hugabonne Cara T	14-03-58444	\$43.99	\$1.41		\$45.40
Hugabonne Jeffrey Ramon	14-03-58446	\$94.28	\$3.02		\$97.30
JP Morgan Chase Bank	14-03-59094	\$285.83	\$9.17		\$295.00
Lamaj Nadir	14-03-60089	\$151.26	\$4.85		\$156.11
Schmaelzle Landen A	14-03-66375	\$184.49	\$5.91	\$18.07	\$208.47
Toyota Lease Trust	14-03-68516	\$407.28	\$13.06		\$420.34
Toyota Lease Trust	14-03-68645	\$137.57	\$4.41		\$141.98
Vincent Cheryl	14-03-69219	\$17.38	\$0.56		\$17.94
Washburn Rolland W	14-03-69611	\$138.35	\$4.43		\$142.78

Wright Elizabeth B	14-03-70238	\$11.58	\$0.37		\$11.95
					\$0.00
Total 2014		\$10,526.36	\$280.96	\$18.07	\$10,825.39
TOTAL 2012		\$366.56	\$11.99	\$0.00	\$378.55
TOTAL 2013		\$1,226.00	\$39.29	\$0.00	\$1,265.29
TOTAL 2014		\$10,526.36	\$280.96	\$18.07	\$10,825.39
					\$12,469.23
TOTAL ALL YEARS		\$12,118.92	\$332.24	\$18.07	\$12,469.23



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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**

Confirm Appointment of Director of Planning and Community Development

2. **Date of submission:** November 5, 2015

3. **Date of Board Meeting:** November 9, 2015

4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Thomas F. Cooke – Director of Administrative Services - (860) 658-3230

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**

The Individual or Entity making the submission requests that the Board of Selectmen:

Confirm the appointment of James D. Rabbitt, AICP as Director of Planning and Community Development

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

With the resignation of Hiram Peck from the position of Director of Planning and Community Development on August 14, 2015, the Town of Simsbury conducted an extensive search for a replacement. From August through September the position was advertised in the Hartford Courant, the American Planning Association jobs page, the Connecticut Planners ListServ, and the Town's website.

Finalists for the position were interviewed on September 28, 2015, by a panel consisting of:

José Giner, AICP, Director of Planning & Economic Development, Town of Bloomfield
Francis G. Armentano, AICP, Director of Community Development, Town of Granby
Michael Glidden, Assistant Town Planner, Town of Simsbury
Tom Cooke, Director of Administrative Services, Town of Simsbury
Tom Roy, Director of Public Works, Town of Simsbury
Sean Kimball, Deputy Director of Administrative Services, Town of Simsbury

Two finalists were subsequently interviewed on October 7, 2015, by the First Selectman, Building Official Henry Miga and Messrs. Cooke, Kimball and Glidden.

Mr. Rabbitt has 26 years of experience as a certified planner and, for the past 19 years, has been employed as a Senior Planner with the Southeastern Connecticut Council of Governments serving its 22 municipalities. As a planner at both the municipal and regional level, he has participated in the preparation of multiple Regional Transportation Plans, two Regional Transit Plans, three Regional Plans of Conservation and Development and five municipal Plans of Conservation and Development (for three of which he served as principal author). He has advised municipalities on the development or revision of their zoning codes and has been directly involved in numerous economic development and municipal development projects. In addition to being a Member of the American Institute of Certified Planners, Mr. Rabbitt holds a Bachelor of Science in Business (Accounting) from Central Connecticut State University.

Mr. Rabbitt's qualifications and professional experience are more fully set forth in his resume, which is attached. We are pleased to present him to the Board of Selectmen for confirmation as Director of Planning and Community Development.

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

NA

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

James D. Rabbitt, AICP Resume



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Abatement Application for Chestnut Hill Associates of Simsbury, LLC (called "CHAS")

2. **Date of submission:** June 22, 2015

3. **Date of Board Meeting:** October 14, 2015

4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):** CHAS by John M. McCarthy, Member, 4 Squibnocket Road, Franklin, MA 02038 617-901-4798; William Crosskey II, Crosskey Architects LLC, One Union Place, Hartford, CT 06103 860-724-3000; Arnold C. Sholovitz, Atty. for CHAS, 10 Hampshire Lane, Simsbury, CT 06070 860-658-2578; Louis Perillo III, Director of Economic Development for Town of Southington, 860-276-6297; Jay Eno – executor of estate of Jackson Eno, 617-281-6639

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen: Grant the Tax Abatement for 690 Hopmeadow Street, Simsbury, CT as requested in the CHAS application of 6/22/15 and as amended 9/21/15.

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):** (i) Original Tax Abatement Application filed 1:30 PM on

June 22, 2015; numerous meeting with First Selectman and town staff between that date and latest being October 14, 2015; Amendment for clarification purposes filed 9/21/15. (ii) depending upon the date, the attendees included: John M. McCarthy, Arnold C. Sholovitz and Louis Perillo for CHAS with Lisa Heavener, Tom Cooke, Sean Kimball, Bob DeCrescenzo, Dave Gardner, Joe Mancini, Henry Miga and other staff for the Town of Simsbury.

(iii) In order to preserve the Historic Mansion, CHAS seeks a tax abatement over a period not to exceed 7 years with a suggestion that no taxes be paid during the two (2) years where demolition and construction occur. Please refer to the Tax Abatement Analysis letter dated October 5, 2015 from William Kane, MAI of Wellspeak, Dugas and Kane which letter is attached. (iv) Town Counsel has reviewed the Application and Amendment. There are no other contracts to review. (v) Please refer to the Amended Exhibit A to Business Development Incentive Policy Application. In summary, these Benefits to Town of Simsbury include without limitation:

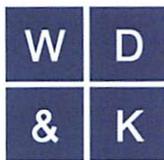
- Preservation of Historic Iconic Mansion
- Preservation of Open Space (West and North Landscape)
- Alignment with Award-winning Town Cherrette
- Favorable Economic Impact During Construction (~\$10M of economic activity)
- Highly Favorable Economic Impact after Construction and Occupancy (~\$2M)
- Upon Tax Abatement Expiration, Tax Revenues Increase Significantly
- Conveyance Tax upon Sale, potential multiplier if converted to condominiums

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury): Based upon a typical multiplier effect, (as will be explained by Louis Perillo), will likely cause in excess of \$2,000,000 annually to be spent locally by the residents of this project. During construction, local retail business will benefit from the influx of workmen spending locally.

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

- A. Tax Abatement Application dated and already filed on 6/22/15*
- B. Tax Abatement Application Amendment filed on 9/21/15*
- C. Letter from William Kane, MAI, calculating an appropriate Tax Abatement, year by year. This letter is dated 10/6/2015*
- D. CHAS Spreadsheet – Non-Recoverable Historic Preservation Costs*
- E. Letter of support by Richard Anthony to be read into record by Jay Eno*



WELLSPEAK DUGAS & KANE, L.L.C.

Real Estate Appraisal & Consulting

October 5, 2015

Mr. John M. McCarthy
Chestnut Hill Associates of Simsbury, LLC
4 Squibnocket Road
Franklin, MA 02038

Re: Tax Abatement Analysis
Chestnut Hill
690 Hopmeadow Street
Simsbury, Connecticut

Dear Mr. McCarthy:

Per your authorization, we have examined the above-referenced property for the purpose of estimating the hypothetical value of the Tax Abatement Agreement that was submitted to the Town of Simsbury for 690 Hopmeadow Street. This Tax Abatement Agreement as proposed is in the early stages of negotiation with the Town of Simsbury and if an agreement is reached, it may differ from that which has been proposed and for that reason, this analysis must be considered a hypothetical analysis.

The property which is the subject of this analysis consists of a 3.236-acre site located at the northeast corner of Drake Hill Road and Hopmeadow Street in the town of Simsbury, Connecticut. Improvements on the site include a two and three-story, office building constructed in 1905. The building, which represents a significant architecturally-styled brownstone building of historical significance, contains 17,441 square feet of gross building area. As of the date of valuation, the improvements are vacant and are considered to be in fair to average physical condition. All approvals are in place to convert this building into 7 residential apartments. However, this conversion is not the maximally productive use of the building without significant income from Historic Tax Credits which are in place and the aforementioned Tax Abatement Agreement. The subject site is also approved for 31 apartment units, the development of which is dependent on the demolition of certain sections of the existing improvements.

It is our understanding that the tax abatement agreement that has been sought after requests a waiver of all real estate taxes for two years while the property is being redeveloped, then 7 years with the tax burden being fixed at the level indicated by the 2014 Grand List. The taxes for this Grand List Year are \$36,468. If approved as proposed, this tax abatement deal would be of significant value given the typical tax burden of a new Class A apartment complex. Perhaps the best indicator of the tax burden for the subject upon completion is provided by the assessment and tax burden for Mill Commons, one of the newest additions to the apartment market in Simsbury.

This 88-unit apartment complex, which was completed in early 2014, represents the highest quality apartment in the community. For the 2014 Grand List, this complex has an assessment and tax burden of \$96,392 and \$3,693 per dwelling unit, respectively. While this complex has superior amenities than the proposed subject development, such as interior garages, the proposed subject will have a far higher percentage of 2-bedroom units (92%). Therefore, the assessment of the Mill Commons apartment would form a reasonable basis for the calculation of the value of the proposed Tax Abatement Agreement, if approved as proposed.

Therefore, assuming an assessment of \$96,000 per dwelling unit upon completion; a 3% increase in real estate taxes annually; a construction period of two years with no change in the assessment in Year 1 from the present level, but a 50% assessment in Year 2 (\$48,000 per dwelling unit to account for a partially completed project in Year 2) followed by a 100% assessment thereafter; the present value of the tax savings under such a deal, if discounted at a rate of 7%, would be \$527,906, rounded to \$530,000. The chart below sets forth this calculation.

	Taxes Under			Discount	Present
	Abatement Deal	At Market	Savings	Factors	Value
Year 1	\$0	\$36,468	\$36,468	0.934579	\$34,082
Year 2	\$0	\$71,974	\$71,974	0.873439	\$62,865
Year 3	\$36,468	\$148,266	\$111,798	0.816298	\$91,260
Year 4	\$36,468	\$152,714	\$116,246	0.762895	\$88,683
Year 5	\$36,468	\$157,295	\$120,827	0.712986	\$86,148
Year 6	\$36,468	\$162,014	\$125,546	0.666342	\$83,657
Year 7	\$36,468	\$166,875	\$130,407	0.622750	\$81,211
Value of Tax Abatement Deal If Approved					\$527,906

It is noted that the application of the abatement has just been submitted and therefore, the valuation of the abatement deal must be viewed as a hypothetical condition.

Very truly yours,



William E. Kane, Jr., MAI
License No. RCG.0000318

CERTIFICATION

The undersigned does hereby certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which includes the Uniform Standards of Professional Appraisal Practice.
3. In compliance with the ethics rule of USPAP, I hereby certify that this appraiser has no current or prospective interest in the subject property or parties involved, and has not performed any services regarding the subject property within the 3 year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. No one provided significant real property appraisal assistance to the person(s) signing this report.
9. William E. Kane, Jr. made a personal inspection of the property that is the subject of this report.

As of the date of this report, William E. Kane, Jr., MAI has completed the requirements of the continuing education program of the Appraisal Institute.



William E. Kane, Jr., MAI
License No. RCG.0000318
Expires April 30, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. No responsibility for legal matters is assumed. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, unless otherwise specified.
2. A request was made for all pertinent information regarding the subject property for the purpose of this valuation. The request included any data deemed relevant to this analysis. The valuation contained herein reflects all such information received.
3. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.
4. This appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.
5. No engineering survey has been furnished to the appraiser, and no responsibility is assumed for engineering matters, mechanical or structural. Good mechanical and structural condition is assumed to exist.
6. It is assumed, unless specifically disclosed, that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report. Specifically, it is assumed that hazardous substances, including friable asbestos, lead paint, toxic waste or contaminated ground water do not exist at the subject property. Members of this office are not qualified to determine the existence of, nor is any certification made as to the presence or absence of, any hazardous substances. No responsibility is therefore assumed for such conditions.
8. No soil borings or analysis have been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.
9. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

10. We have not completed a compliance survey and analysis of the subject property to determine whether or not it is in conformity with the requirements of the Americans with Disabilities Act (ADA), nor have we considered possible noncompliance with the requirements of ADA in estimating the value of the subject property.
11. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.
12. When the Discounted Cash Flow Analysis is utilized, it is prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections and such variations may be material.
13. The date of value to which the opinions expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.
14. If this report is used within a credit sale-leaseback-type transaction, or the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the market value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.
15. Our value estimate presumes that all benefits, terms, and conditions have been disclosed in any lease agreements, and we have been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buybacks, free rent, equity options).
16. Neither all nor any part of the contents of this report shall be conveyed to the public, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the authors or firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI designation.

PROFESSIONAL RESUME OF THE APPRAISER

WILLIAM E. KANE, JR., MAI

Real Estate Appraisal Experience

Real estate appraiser with WELLSPEAK DUGAS & KANE. Formerly employed at the firm of Edward F. Heberger and Associates, Inc., Cheshire, Connecticut, between January 1983 and June, 1995. Assignments include narrative and bank form appraisals of office buildings, regional malls, shopping centers, condominium properties, condominium marketability and feasibility studies, highest and best use studies, and appraisals of other commercial properties. Specializations include proposed multitenant income-producing properties.

Qualified as an expert witness in the state of Connecticut and New Hampshire court systems.

Educational Background

University of Connecticut, Storrs, Connecticut

Degree: Bachelor of Science and Business Administration

Major: Real Estate and Urban Economic Studies

Completed course requirements for additional major in Finance

The Appraisal Institute is the result of the January 1, 1991, unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers. Completed courses that were formerly offered by AIREA and the Society are recognized by the Appraisal Institute.

Society of Real Estate Appraisers

- Successfully challenged SREA 201 examination for Income Property Analysis

American Institute of Real Estate Appraisers and Appraisal Institute

Successfully completed the following courses:

- Real Estate Appraisal Principles (Examination 1A-1)
- Basic Valuation Procedures (Examination 1A-2)
- Capitalization Theory and Techniques - Part A (Examination 1B-B)
- Capitalization Theory and Techniques - Part B (Examination 1B-B)
- Case Studies in Real Estate Valuation (Examination 2-1)
- Valuation Analysis and Report Writing (Examination 2-2)
- Standards of Professional Practice Examination (SPP)
- Demonstration Appraisal Report
- Comprehensive Examination

Awarded five years of creditable appraisal and field appraisal experience by the American Institute of Real Estate Appraisers.

Professional Affiliations

- Past member of the Research Advisory Committee for the Center for Real Estate and Urban Economic Studies, School of Business Administration, University of Connecticut.
- State of Connecticut - Certified Real Estate Appraiser - Certification No. RCG.0000318 Expires: April 30, 2016
- Member of the Appraisal Institute, MAI Designation No. 9686.
- Past member of the International Council of Shopping Centers

Non-Recoverable Historic Preservation Expenses
The Mansion on Chestnut Hill
October 14, 2015

Mansion Interiors	Estimated Cost Range	
CADD Drawings For Mansion	1,700	1,700
Environmental Legal Consultant-Mansion (Due Diligence)	12,000	12,000
Asbestos & Lead Testing-Mansion	9,022	9,022
Roof Consultant-Mansion	3,700	3,700
Abate ACM's & Lead-Mansion	137,500	220,000
Build Back Abated Materials-Mansion	220,000	330,000
Environmental Consultant-Mansion (ACM & Lead Abatement Oversight Process)	19,000	25,000
Remove/Fill In East Staircase To Restore Original Mansion Floor Plates	23,660	29,068
Mansion Exteriors		
Repair/Repointing Redstone-Mansion	27,500	38,500
Replace Low-Sloped Roofs-Mansion	44,000	55,000
Replace Clay Tile Roofs-Mansion	330,000	440,000
Replace Windows-Mansion	165,000	192,500
Power Wash All/Paint Main Building Exterior Wood-Mansion	22,000	27,500
Sitework to Restore Mansion Building		
Demolish Annex Buildings - Structure	33,000	44,000
Demolish Annex Buildings - Basement	27,500	33,000
Fill In Annex Buildings Basement (Use Fill From Site)	8,800	11,000
Landscape/Hardscape Restoration of Historic Mansion Surrounds	22,000	33,000
Misc.		
Development & Project Management-Mansion	35,000	50,000
Architect/Engineering Studies-Mansion	25,000	35,000
Legal-Mansion (Preservation Easements, History/Research, Environmental)	30,000	30,000
Administrative & Accounting-Mansion	4,000	4,000
Property Taxes (Note 60-70% of site is Historic Mansion & Open Space)	72,000	72,000
Utility Bills -Mansion (\$72K to date) during preservation efforts	31,210	31,210
Repairs & Maintenance-Mansion	4,000	5,000
Pollution Coverage Insurance Policy	21,013	21,013
General Liability Insurance-Mansion	6,000	6,000
Builder's Risk Insurance-Mansion	10,000	15,000
Subtotal	1,344,605	1,774,213
Contingency, 5%	67,230	88,711
Subtotals	1,411,835	1,862,924
Potential Historical Tax Credits On Above Scope		
Potential State Historical Tax Credits, 25% (Hard Costs Only)	(242,415)	(333,142)
Potential Federal Historical Tax Credits, 20% (Hard Costs + Most Soft Costs)	(221,016)	(299,798)
Subtotals	(463,431)	(632,940)
Totals	948,404	1,229,984

Indirect Impacts

Forced structured parking due to strict preservation of front lawn	420,000	525,000
Ongoing maintenance of preserved open space (annually)	24,000	24,000

Note:

CHAS has already spent ~\$250k against the above referenced non-recoverable expenses to preserve the Mansion

I. Call to Order

The Special Meeting of the Business Development Committee was called to order at 8:33 a.m. in the Main Meeting Room of the Simsbury Town Offices, 933 Hopmeadow Street, Simsbury, CT. Present were: First Selectman Lisa Heavner and Committee members – Mark Deming (Economic Development Commission representative), Peter Pabich (member at large), Derek Peterson (Zoning Commission representative) and Linda Schofield (Board of Finance representative). Others in attendance included: Thomas Cooke, Director of Administrative Services, Joseph Mancini, Finance Director, David Gardner, Assessor, Attorney Robert DeCrescenzo and other interested parties.

II. Pledge of Allegiance

Everyone stood for the Pledge of Allegiance

III. Public Audience

No members of the public spoke at Public Audience

IV. Review of Minutes

a. Special Meeting – October 14, 2015

Minutes for the October 14, 2015 Special Meeting will stand as submitted.

V. Action Item

a. Discuss and possibly make a recommendation to the Board of Selectmen regarding:

- Application of Chestnut Hill Associates of Simsbury, LLC for requested tax abatement under the adopted Simsbury Tax Abatement Program.

An updated submission was reviewed by members of the committee and Attorney Arnold Sholovitz discussed the changes. He noted that they did receive comments and collectively worked with their certified appraisers on how the money would flow within the seven years of a tax abatement.

Mr. McCarthy noted that the two year construction period, which was a concern to members at the last meeting, will be dealt with in the normal course of business and not apply to the tax abatement period. He discussed the discount rate and the different value to both parties with the discount of money.

Mr. McCarthy stated that they are trying to fill a gap and hope to get some financial help from State and Federal tax credits. He also requested support from the Town for approval to abridge some of this gap at the request level that has been made.

Mr. McCarthy discussed the future taxes after abatement and how it will compare to Mill Commons also located in Simsbury. He noted that they would like to price the rent on what they think the market can handle. Mr. McCarthy noted that it will be an average of \$2,500 to \$2,700.

Ms. Schofield asked for clarification on what portion of the estimated taxes would relate to the apartments in the historic building and what portion on the new ones to be built. Mr. McCarthy stated that seven of the thirty eight apartments will be in the mansion and hopes these will be the price leaders. Mr. McCarthy and Mr. Gardner discussed the future value of these apartments.

Ms. Schofield stated that she would like to know what the dollar amount is going to be or place a cap on the percentage of the tax abatement. Attorney DeCrescenzo discussed the options of picking a number and spreading it out over the seven years or it can be phased in so that it is less in the first two years and increment amounts over the next five.

Ms. Sarah Nielsen noted that they cannot guarantee any grants to this project, as they are very specific. She did note, however, that they can make the effort and do the research to match up with any grants that are possible.

Ms. Heavner asked what the profitability would be for the projected rental rate presented. Mr. McCarthy discussed the layout of the one and two bedrooms and how it would impact the rent. He also noted the unknowns involved with the renovation of the mansion and other risks.

Mr. Deming asked if the lenders are demanding a specific number in the tax abatement. Mr. McCarthy stated they are looking for personal guarantees. He explained that investors want to see something for their risk. Mr. McCarthy noted that they are trying to get a return of 10% to 12% range. He noted that the current rate of return without the abatement is 7.5%.

Ms. Heavner asked Mr. McCarthy what he believes the rate of return would be after the seven year abatement period ends. Mr. McCarthy discussed the items that would affect the rate of return for the future and hopes it would be greater than the investment.

Mr. Pabich questioned the business development guideline and that the intent is to draw and retain businesses to the area. He stated that this project is being applied for under the same guideline and does not appear to fit what the guideline was set to do. Ms. Nielsen noted that, with apartments located downtown, there are a higher percentage of jobs created within a mile radius.

Attorney DeCrescenzo discussed that the Business Development Committee members and the Board of Selectmen are legally bound by Statute.

Ms. Schofield voiced her concern regarding other apartment requests and that this committee cannot set a precedent for giving tax abatements for new apartment construction. She noted that the business incentive guidelines referred to historic preservation and recommended that the Commission focus on the historic aspect of the project.

Mr. Deming noted that this meeting is being held mainly for the historic building and not the apartments behind it that are going to be built. He also noted that, because the Town is very interested in keeping the historic building, the abatement has to be confined to the unrecoverable costs to bring the historic building up to the seven units. Mr. Deming also would like to take into consideration what tax credits would be given by the state and federal government.

Attorney Sholovitz and Mr. McCarthy discussed some of the issues with the historical building that add to the unrecoverable and recoverable costs.

Ms. Heavner noted that this committee will provide a recommendation to the Board of Selectmen for a tax abatement. She noted that the Board of Selectmen can follow or disregard the recommendation and the policy on this decision.

Ms. Heavner listed some guidelines the committee members should keep in mind when making their recommendation for the tax abatement amount. Ms. Heavner has also asked the Town attorney to draft an abatement contract with conditions. She noted that it should include restrictions, a preservation easement and extent of a grant abatement.

Mr. Peterson stated that any abatement applied before C of O should have some clawback provision if they do not get it. Ms. Heavner listed other things to consider in making this decision.

Committee members discussed their opinions on an amount for the tax abatement. All members agreed on a maximum of \$300,000 for the tax abatement. Members noted conditions to be included in the tax abatement which includes the financial viability and reputation of the developer.

Ms. Schofield made a motion that the Business Development Committee recommend a tax abatement for Chestnut Hill Associates of Simsbury, LLC in an amount not to exceed \$300,000 over a period of seven years for the stated public purpose of obtaining a preservation easement for the Eno Mansion with all other restrictions and limitations necessary to protect the Town’s interests, as determined by

Town Counsel, to be included in the contract providing for the tax abatement. Mr. Peterson seconded the motion. All were in favor and the motion passed

V. Adjourn

Mr. Peterson moved to adjourn the meeting at 9:55 a.m. and Mr. Deming seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Leslie Brigham
Commission Clerk

**Second Amendment to
Tax Abatement Application
(Filed at 1:30PM, June 22, 2015)**

**To
Town of Simsbury
From
Chestnut Hill Associates of Simsbury, LLC
Dated: October 22, 2015**

Background: Chestnut Hill Associates of Simsbury, LLC (“CHAS”), filed a Tax Abatement Application on the afternoon of June 22, 2015 which application was dated June 21, 2015¹. The Town of Simsbury requested additional information of CHAS in connection with its Tax Abatement Application. The Town of Simsbury and the Applicant have investigated ways to preserve one of the most important and iconic historical buildings in Simsbury, CHAS has prepared this Second Amendment as part of an on-going dialog to help move the historic preservation towards that important goal².

A meeting of the Simsbury Development Committee, (“SDC”) was scheduled for October 14, 2015. One of the SDC members recused himself so that said SDC meeting has been rescheduled for Friday October 23, 2015 with the Board to Selectmen to meet on October 26, 2015 to consider such Tax Abatement Application together with all amendment.

In order to assist SDC and CHAS in this analysis, CHAS has accepted the voluntary offer of Louis A. Perillo III³, one of Connecticut’s leading experts in the area of historic preservation through the use of Tax Abatements, to serve as a resource for this project. Mr. Perillo has extensive experience in historic projects of this nature and has toured the Mansion and surrounding downtown area. He has subsequently demonstrated a passion for The Project and he has volunteered to assist efforts to preserve this important historic and iconic asset.

The provisions of the original Tax Abatement Application together with the Amendment dated September 21, 2015 are hereby incorporated by reference as if fully set forth in this Second Amendment.

In order to preserve the Historic Mansion, CHAS seeks a Tax Abatement over a period not to exceed 7 years, commencing upon the issuance of a certificate of occupancy for the project. Please refer to the Tax Abatement Analysis letter dated October 21, 2015 from William Kane, MAI of Wellspeak, Dugas and Kane which letter is attached.

CHAS has prepared an Amended Agenda for the Board of Selectman. Such Amended Agenda is hereby made a part of this Second Amendment to the Tax Abatement Application.

CHAS hopes and believes that its mission and that of the Town of Simsbury to preserve what has been called Simsbury’s historic gateway remains a worthy goal that can be achieved. CHAS respects and appreciates the legislative process, recognizing that at this point, the interactive dialogue should not be bound by any “form over substance”. CHAS endeavors to make The

¹ The pending Application was filed and received on the afternoon of June 22, 2015 which was prior to the adoption of current regulations.

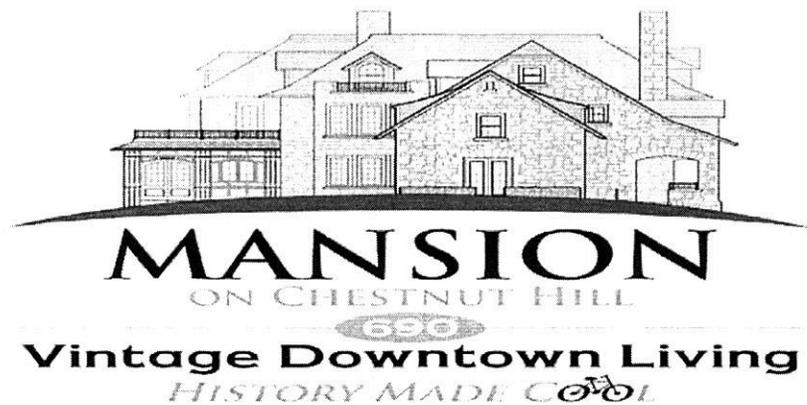
² Item #5 on bottom of page 3 of current Simsbury Business Incentive Program

³ Mr. Perillo is the head of Economic Development Office of the Town of Southington, CT

Project a regional paragon and best practices example of a "Vintage Live, Work and Play" area and needs the full cooperation from the Town to do so.

Amended Submissions:

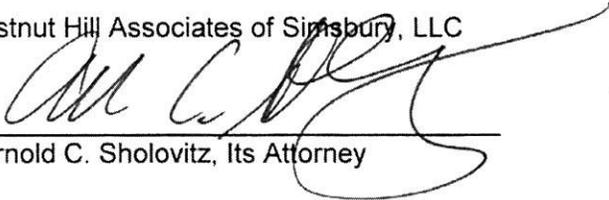
1. **Opinion Letter of William Kane, MAI of Wellspeak Dugas & Kane, LLC**
 - a. **Methodology and calculation of effect of Tax Abatement.** By letter dated October 21, 2015, a copy of which is attached to this Second Amendment, Mr. Kane has opined both as the economic effect of granting a tax abatement to CHAS in the manner suggested together with his calculations of the 100 year effect on real estate taxes in order to preserve the Mansion.



Dated this 22nd day of October, 2015.

Chestnut Hill Associates of Simsbury, LLC

By


Arnold C. Sholovitz, Its Attorney



WELLSPEAK DUGAS & KANE, L.L.C.

Real Estate Appraisal & Consulting

October 21, 2015

Mr. John M. McCarthy
Chestnut Hill Associates of Simsbury, LLC
4 Squibnocket Road
Franklin, MA 02038

Re: Tax Abatement Analysis - Chestnut Hill
690 Hopmeadow Street
Simsbury, Connecticut

Dear Mr. McCarthy:

Per your authorization, we have examined the above-referenced property for the purpose of estimating the hypothetical value of the Tax Abatement Agreement that is being negotiated with the Town of Simsbury for 690 Hopmeadow Street. This Tax Abatement Agreement outlined herein may differ from that which has been proposed and for that reason, this analysis must be considered a hypothetical analysis.

The property which is the subject of this analysis consists of a 3.236-acre site located at the northeast corner of Drake Hill Road and Hopmeadow Street in the town of Simsbury, Connecticut. Improvements on the site include a two and three-story, office building constructed in 1905. The building, which represents a significant architecturally-styled brownstone building of historical significance, contains 17,441 square feet of gross building area. As of the date of valuation, the improvements are vacant and are considered to be in fair to average physical condition. All approvals are in place to convert this building into 7 residential apartments. However, this conversion is not the maximally productive use of the building without significant income from Historic Tax Credits which are in place and the aforementioned Tax Abatement Agreement. The subject site is also approved for 31 apartment units, the development of which is dependent on the demolition of certain sections of the existing improvements.

It is our understanding that the tax abatement agreement that is being sought after requests a 100% abatement of the **increase in taxes** from the present level (2014 Grand List) subsequent to the issuance of a certificate of occupancy for the apartments, assumed to take place after a 24 month construction period. The abatement level sought declines to 75% in the fifth year then to 50% in the final year of the seven year request. The taxes for this 2014 Grand List Year are \$36,468. If approved as proposed, this tax abatement request would be of significant value given the typical tax burden of a new Class A apartment complex. Perhaps the best indicator of the tax burden for the subject upon completion is provided by the assessment and tax burden for Mill Commons, one of the newest additions to the apartment market in Simsbury.

This 88-unit apartment complex, which was completed in early 2014, represents the highest quality apartment in the community. For the 2014 Grand List, this complex has an assessment and tax burden of \$96,392 and \$3,693 per dwelling unit, respectively.

While this complex has superior amenities than the proposed subject development, such as interior garages, the proposed subject will have a far higher percentage of 2-bedroom units (92%). Therefore, the assessment of the Mill Commons apartment would form a reasonable basis for the calculation of the value of the proposed Tax Abatement Agreement, if approved as proposed.

Therefore, assuming an assessment of \$96,000 per dwelling unit upon completion; a 3% increase in real estate taxes annually thereafter and the abatement amount as outlined, the present value of the request would range between \$572,157 and \$601,245, if discounted at a range of rates between 6.0% and 7.5%. The range in discount rates were extrapolated from a quarterly survey completed by PriceWaterhouseCoopers which indicates that typical discount rates range between 5% for the most desirable institutional apartment property to a high of 10% for the least desirable apartment property. The average rate for the survey was 7.24% with an overall downward trend of 74 basis points over the past year. The following chart illustrates the calculations discussed.

After CO Issued	Current Taxes	100% At Market	Abatement Variance	Level	Savings	Taxes Paid
Year 1	\$36,468	\$148,266	\$111,798	100%	\$111,798	\$36,468
Year 2	\$36,468	\$152,714	\$116,246	100%	\$116,246	\$36,468
Year 3	\$36,468	\$157,295	\$120,827	100%	\$120,827	\$36,468
Year 4	\$36,468	\$162,014	\$125,546	100%	\$125,546	\$36,468
Year 5	\$36,468	\$166,875	\$130,407	75%	\$97,805	\$69,070
Year 6	\$36,469	\$171,881	\$135,412	75%	\$101,559	\$70,322
Year 7	\$36,470	\$177,037	\$140,567	50%	\$70,284	\$106,754

Value of Tax Abatement Request If Approved

Discount Rate	Value
7.5%	\$572,157
7.0%	\$581,603
6.5%	\$591,296
6.0%	\$601,245

It is noted that the application of the abatement is being negotiated and therefore, the valuation of the abatement request must be viewed as a hypothetical condition.

Also at your request we have calculated the sum and present value of the taxes under the assumption that the real estate taxes for the property increase annually from the present level at 1.5% (\$37,017) for 93 years and under the assumption that the property is developed as proposed for a period of 93 years, also assuming taxes of \$179,692 increasing at 1.5% per annum. ***Our firm does not represent these figures as our own estimates, but reflect the assumptions provided by the developer.*** The total taxes paid, assuming the status quo scenario, over a period of 93 years, after the seven year abatement expiration, would be \$7,387,102. The total tax collections after the seven year abatement expiration, assuming completion of the proposed development, would amount to \$35,859,410. The present value of this series of cash flows, if discount at a rate of 7%, would be \$3,242,998.

The sum of the benefit, using these assumptions over 93 years, would amount to \$28,472,308. The present value of the incremental increase in taxes would be \$2,574,935.

Very truly yours,



William E. Kane, Jr., MAI
License No. RCG.0000318

CERTIFICATION

The undersigned does hereby certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which includes the Uniform Standards of Professional Appraisal Practice.
3. In compliance with the ethics rule of USPAP, I hereby certify that this appraiser has no current or prospective interest in the subject property or parties involved, and has not performed any services regarding the subject property within the 3 year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. No one provided significant real property appraisal assistance to the person(s) signing this report.
9. William E. Kane, Jr. made a personal inspection of the property that is the subject of this report.

As of the date of this report, William E. Kane, Jr., MAI has completed the requirements of the continuing education program of the Appraisal Institute.



William E. Kane, Jr., MAI
License No. RCG.0000318
Expires April 30, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. No responsibility for legal matters is assumed. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, unless otherwise specified.
2. A request was made for all pertinent information regarding the subject property for the purpose of this valuation. The request included any data deemed relevant to this analysis. The valuation contained herein reflects all such information received.
3. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.
4. This appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.
5. No engineering survey has been furnished to the appraiser, and no responsibility is assumed for engineering matters, mechanical or structural. Good mechanical and structural condition is assumed to exist.
6. It is assumed, unless specifically disclosed, that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report. Specifically, it is assumed that hazardous substances, including friable asbestos, lead paint, toxic waste or contaminated ground water do not exist at the subject property. Members of this office are not qualified to determine the existence of, nor is any certification made as to the presence or absence of, any hazardous substances. No responsibility is therefore assumed for such conditions.
8. No soil borings or analysis have been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.
9. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

10. We have not completed a compliance survey and analysis of the subject property to determine whether or not it is in conformity with the requirements of the Americans with Disabilities Act (ADA), nor have we considered possible noncompliance with the requirements of ADA in estimating the value of the subject property.
11. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.
12. When the Discounted Cash Flow Analysis is utilized, it is prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections and such variations may be material.
13. The date of value to which the opinions expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.
14. If this report is used within a credit sale-leaseback-type transaction, or the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the market value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.
15. Our value estimate presumes that all benefits, terms, and conditions have been disclosed in any lease agreements, and we have been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buybacks, free rent, equity options).
16. Neither all nor any part of the contents of this report shall be conveyed to the public, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the authors or firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI designation.

PROFESSIONAL RESUME OF THE APPRAISER

WILLIAM E. KANE, JR., MAI

Real Estate Appraisal Experience

Real estate appraiser with WELLSPEAK DUGAS & KANE. Formerly employed at the firm of Edward F. Heberger and Associates, Inc., Cheshire, Connecticut, between January 1983 and June, 1995. Assignments include narrative and bank form appraisals of office buildings, regional malls, shopping centers, condominium properties, condominium marketability and feasibility studies, highest and best use studies, and appraisals of other commercial properties. Specializations include proposed multitenant income-producing properties.

Qualified as an expert witness in the state of Connecticut and New Hampshire court systems.

Educational Background

University of Connecticut, Storrs, Connecticut

Degree: Bachelor of Science and Business Administration

Major: Real Estate and Urban Economic Studies

Completed course requirements for additional major in Finance

The Appraisal Institute is the result of the January 1, 1991, unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers. Completed courses that were formerly offered by AIREA and the Society are recognized by the Appraisal Institute.

Society of Real Estate Appraisers

- Successfully challenged SREA 201 examination for Income Property Analysis

American Institute of Real Estate Appraisers and Appraisal Institute

Successfully completed the following courses:

- Real Estate Appraisal Principles (Examination 1A-1)
- Basic Valuation Procedures (Examination 1A-2)
- Capitalization Theory and Techniques - Part A (Examination 1B-B)
- Capitalization Theory and Techniques - Part B (Examination 1B-B)
- Case Studies in Real Estate Valuation (Examination 2-1)
- Valuation Analysis and Report Writing (Examination 2-2)
- Standards of Professional Practice Examination (SPP)
- Demonstration Appraisal Report
- Comprehensive Examination

Awarded five years of creditable appraisal and field appraisal experience by the American Institute of Real Estate Appraisers.

Professional Affiliations

- Past member of the Research Advisory Committee for the Center for Real Estate and Urban Economic Studies, School of Business Administration, University of Connecticut.
- State of Connecticut - Certified Real Estate Appraiser - Certification No. RCG.0000318 Expires: April 30, 2016
- Member of the Appraisal Institute, MAI Designation No. 9686.
- Past member of the International Council of Shopping Centers

I. Call to Order

The Special Meeting of the Business Development Committee was called to order at 8:30 a.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner, Committee members – Peter Pabich (member at large), Derek Peterson (Zoning Commission representative), and Linda Schofield (Board of Finance representative). Others in attendance included: Thomas Cooke, Director of Administrative Services, Joseph Mancini, Finance Director, David Gardner, Assessor, Michael Glidden, Assistant Town Planner, and Attorney Robert DeCrescenzo. Present for Chestnut Hill Associates of Simsbury were John McCarthy and Arnold Sholovitz. Others present included Rich Correia, and Sarah Nielsen for Simsbury Main Street Partnership.

II. Pledge of Allegiance

Everyone stood for the Pledge of Allegiance.

III. Public Audience

No members of the public spoke at Public Audience.

IV. Action Item

a. Discuss and possibly make a recommendation to the Board of Selectmen regarding:

- **Application of Chestnut Hill Associates of Simsbury, LLC for requested tax abatement under the adopted Simsbury Tax Abatement Program**

Ms. Heavner noted that Committee member Louis George (Economic Development Committee representative) had recused himself the prior day. Discussion ensued concerning the advisability of continuing the application process to include a representative of the Economic Development Committee.

Attorney Sholovitz provide a brief background on his research of the property identifying it as potentially is the most historic property in Simsbury. He also reviewed various development options considered by the current owners, noting that they had determined that developing the property as residential real estate was the best option. He stated there had been several unsolicited offers for a retail establishment that may or may not preserve the building which were rejected by the owners. He identified the stability of real estate taxes as a primary concern of potential developers.

John McCarthy, Chestnut Hill Associates of Simsbury, LLC member stated his interest in the property and that he needs to make the project economically viable. He provided background information concerning his involvement in the project and the evaluation of different development options.

Attorney Sholovitz noted that that the Town has a preservation easement on the front lawn and Drake Hill side of the property.

Mr. McCarthy stated they have received input from a variety of construction companies to validate their numbers and although they are not developers they have a good understanding of costs construction restoration and recovery. He stated a lot of the expenses related to the mansion are not recoverable.

Discussion ensued concerning the difference between recoverable versus non-recoverable expenses. Mr. McCarthy explained the process of costs associated with new construction to costs associated with restorations. With restorations expenses that are would not be part of new construction such as asbestos removal are non-recoverable as it would not be put into a new building.

Ms. Heavner stated that the owners had notified the Town that they were not interested in pursuing the option of building a Senior Community Center on the property.

Mr. Peterson asked if the owners had pursued state and federal grants and discussion ensued regarding the owner’s efforts to secure grants for preservation of the mansion. The Committee also discussed the differences between residential options such as condominiums and apartments, office space and the market value of these options. The discussion included resident feedback on apartments in the recent Town survey and Mr. Correia noted the value of apartments located near the downtown. Ms. Nielsen from Main Street Partnerships commented the Charrette proved downtown housing opportunities are needed and wanted.

Discussion ensued concerning the Town’s prior and current tax abatement policies. Ms. Heavner noted that these policies do not have the force of law and that the state statute applies. She reviewed a spreadsheet of prior abatements and noted that \$150,000 total has been the largest abatement given. The Committee was advised that the current property tax on the site is approximately \$36,000.

Ms. Schofield requested clarification on several items in the various documents regarding requests that all fees be waived, that no taxes be paid for two years and that taxes be held at current levels for the following seven years. Discussion ensued regarding whether the request was for seven years of abatement or nine years with the conclusion that the statute limits the abatement to a maximum of seven years. Mr. McCarthy stated that the owners are flexible on the number of years and it is relevant to what the taxes would be and how it would be assessed.

Mr. DeCrescenzo explained the statute allows you to fix the assessment at \$0. He stated if the Board of Selectmen approves an abatement a contract is normally drawn up between the property owner and the town with certain performance milestones and conditions including bankruptcy contingencies, whether or not the property can be sold and other conditions.

Ms. Schofield asked for information about the owner’s financial backing and investors. Mr. McCarthy stated they have had productive conversations with potential lenders and investors. Mr. DeCrescenzo stated that a triggering event for the tax abatement would be to show funding. He added that preservation of the historic property was a primary Town interest and discussed

potential state and federal funding. He added that currently the taxes are based on the October 1, 2014 grand list and there is no ability to abate those taxes other than to sell them their own tax lien for which strongly recommended against. The first opportunity to abate is the tax bill due on July 1, 2016. Discussion continued regarding various ways the abatement could be triggered such as building permit, CO, and when the abatement might start.

The Committee discussed the potential precedent set by an abatement and Mr. DeCrescenzo stated that if the abatement request was for historic preservation purposes this would be a distinguishing factor. Ms. Schofield questioned if the building was designated as historic and was informed that was not. Discussion ensued concerning the advantages and disadvantages of such a designation and the status of historic preservation grant requests. Discussion ensued regarding a purchase of the property by a retail business and the impact on protection of the historic nature of the property.

Discussion ensued concerning the financial aspects of the proposed plan of development, as well as the role of current and future investors.

The Committee agreed to continue the discussion at the next meeting with a representative of the Economic Development Committee present. The member will be provided with a recording of this meeting to prepare for the next meeting. Mr. Cooke stated that he would contact the chair of the Economic Development Commission to request a representative and that he would email proposed dates for the next meeting to the Committee.

V. Adjourn

Mr. Peterson moved to adjourn the meeting at 10:21 a.m. and Ms. Schofield seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

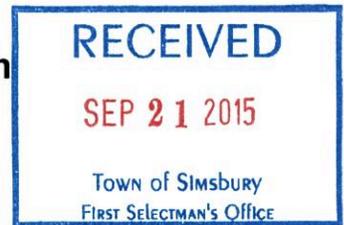
JoAnn Martin
Executive Secretary

Owner	Location	List Year First Abated	Assess. After	Assess. Before	First Year Tax Increase	Abatement FYE 6/05	Abatement FYE 6/06	Abatement FYE 6/07	Abatement FYE 6/08	Abatement FYE 6/09	Abatement FYE 6/10	Abatement FYE 6/11	Abatement FYE 6/12	Abatement FYE 6/13	Total Abated (or to be Abated)	Added tax based on three times first year change**	Net Tax Increase
Ensign-Bickford Realty	175 Powder Forest Drive	2003	5,673,300	5,597,000	\$2,594	\$1,297	\$1,038	\$778							\$3,113	\$7,782	\$4,669
Ensign-Bickford Realty	100 Grist Mill Road	2003	2,479,380	2,240,000	\$8,139	\$4,069	\$3,256	\$2,442							\$9,767	\$24,417	\$14,650
Hermes LLC	765-783 Hopmeadow St*	2003	617,900	506,930	\$1,817	\$908	\$727	\$545							\$2,180	\$5,451	\$3,271
LBH LLC	141 West Street	2003	276,200	114,320	\$5,504	\$2,201	\$1,651	\$1,101							\$4,953	\$16,512	\$11,559
Fiddler's LLC	6 Wilcox Street	2005	2,052,040	501,610	\$55,660			\$27,830	\$22,264	\$16,698					\$66,792	\$166,980	\$100,188
Fiddler's LLC	750 Hopmeadow Street	2005	375,590	216,460	\$5,713			\$2,856	\$2,285	\$1,714					\$6,855	\$17,139	\$10,284
Holloways Inc.	1430 Hopmeadow Street	2005	603,370	59,980	\$19,508			\$9,754	\$7,803	\$5,852					\$23,409	\$58,524	\$35,115
Nagy Realty Management, LLC (a)	30 Wolcott Road	2006	423,180	298,820	\$4,589				\$2,295	\$1,836	\$1,377				\$5,507	\$13,767	\$8,260
Hoffman Phyllis W Trustee of Hoffman Rose Rhea 1990 Family TRS	46 Albany Turnpike	2008	4,520,490	776,150	\$110,832						\$55,416	\$44,332	\$33,250		\$132,998	\$332,496	\$199,498
Hoffman Enterprises, Limited Partnership	36 Albany Turnpike	2009	7,547,830	3,372,130	\$125,688							\$62,844	\$50,275	\$37,706	\$150,825	\$377,064	\$226,239
7 Deer Park LLC	7 Deer Park Road	2009	576,230	370,270	\$6,199							\$2,479	\$1,860	\$1,240	\$5,579	\$18,597	\$13,018
Total Approved Abatements						\$8,475	\$6,672	\$45,306	\$34,647	\$26,100	\$56,793	\$109,655	\$85,385	\$38,946	\$411,979	\$1,038,729	\$626,750
ABATEMENT TO BE CONSIDERED																	
Phonon Corporation **	90 Wolcott Road	2009P	1,915,877	751,060	\$35,585							\$17,792					
		2010	2,036,770	751,060	\$39,278								\$15,711	\$11,783	\$45,286	\$114,141	\$68,855
			1,285,710														
Totals	Including Phonon					\$8,475	\$6,672	\$45,306	\$34,647	\$26,100	\$56,793	\$127,447	\$101,096	\$50,729	\$457,265	\$1,152,870	\$695,605
	* "Before" assessment is from the 2000 Grand List																
	(a) First was \$2,229 - corrected for spreadsheet																
	** Phonon Corporation, one year, with pro-rated increment, then two more years																

**Amendment to Tax Abatement Application
(Filed at 1:30PM, June 22, 2015)**

**To
Town of Simsbury
From**

**Chestnut Hill Associates of Simsbury, LLC
Dated: September 21, 2015**



Background: Chestnut Hill Associates of Simsbury, LLC (“CHAS”), filed a Tax Abatement Application on the afternoon of June 22, 2015 which application was dated June 21, 2015¹. The Town of Simsbury has requested additional information of CHAS in connection with its Tax Abatement Application. Because it is in the best interests of both the Town of Simsbury and the Applicant to find ways to preserve one of the most important and iconic historical buildings in Simsbury, CHAS has prepared this Amendment as part of an on-going dialog to help move the historic preservation towards that important goal².

The Simsbury Development Committee, (“SDC”), and CHAS have agreed to meet on September 22, 2015 at 11:30 AM. In order to assist SDC and CHAS in this analysis, CHAS has accepted the voluntary offer of Louis A. Perillo III³, one of Connecticut’s leading experts in the area of historic preservation through the use of Tax Abatements, to attend. Mr. Perillo is an excellent resource in historic projects of this nature and has toured the Mansion and surrounding downtown area. He has subsequently demonstrated a passion for The Project and he is volunteering to assist efforts to preserve this important historic and iconic asset.

CHAS hopes and believes that its mission and that of the Town of Simsbury to preserve what has been called Simsbury’s historic gateway will allow everyone to have an open dialog on how this worthy goal can be obtained. Certainly all parties should look to the underlying purpose of the goal and not be bound by any “form over substance” concepts. CHAS endeavors to make The Project a regional paragon and best practices example of a “Vintage Live, Work and Play” area and needs the full cooperation from the Town to do so.

Amended Submissions:

1. Amended Exhibit A:

- a. The Amended Exhibit A shows more clearly that from date of acquisition to the date of this submission CHAS has expended in excess of \$500,000 in development costs to local businesses.
- b. It also shows that from now through the end of 2016 CHAS will likely expend approximately \$10,000,000 through local businesses.
- c. It also shows projected local economic impact, based on discretionary spend figures (~\$50k per household) obtained through research, evaluation of regional metrics and discussions with regional and national economic development resources.

¹ The pending Application was filed and received on the afternoon of June 22, 2015 which was prior to the adoption of current regulations.

² Item #5 on bottom of page 3 of current Simsbury Business Incentive Program

³ Mr. Perillo is the head of Economic Development Office of the Town of Southington, CT

- d. It also shows estimations that The Project will create income for 5-10 Project personnel in the approximate amount of \$150k spread amongst various disciplines.

2. Overall Project Schedule:

- a. In order to assist the SDC in its analysis, CHAS has prepared what it calls an "Overall Project Schedule" which, as best as it can determine, shows a reasonable and feasible timeline for the proposed project.

The Application requirements created after the CHAS submission seek additional information not provided within the initial filing. Therefore, CHAS will attempt to address these requirements in the order in which they appear on page 8 of the Simsbury Business Incentive Program. Please note that on page 8 there are two (2) #6 requests, CHAS will address them as #6.a. and #6.b.

CHAS Responses:

1.a. CHAS plans to raze the Annex and Drive Through Teller buildings at considerable cost while protecting the front acreage and the Mansion portion of the site. The Mansion will require substantial environmental remediation and sizeable conversion costs to return it to residential use. A great deal of site work will also be required to return the site to pre-1965 conditions. There are many non-recoverable expenditures (in excess of \$1M), including demolition, environmental remediation and other unusual conversion costs to address non-conforming elements and restore life to the Mansion. The land use restriction in favor of the Town, affects over one-third (1/3rd) of the site on westerly and northerly facades of the Mansion, including the Mansion itself. Assuming both the Mansion and front lawn are protected going forward, both deserve a substantial and ongoing discount as to the assessed value.

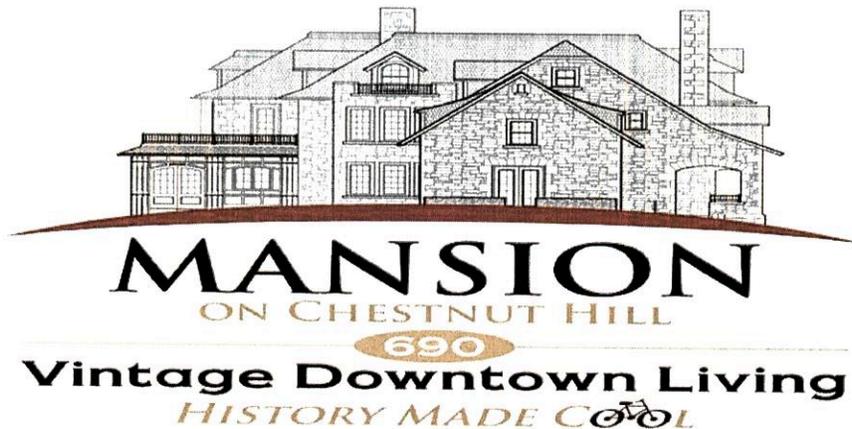
CHAS further plans to surround the Mansion, specifically to the east and south of the site, with compatibly designed residential units that will be more expensive to construct than what "box building" developers would create. CHAS therefore requests that real estate taxes be waived completely during the construction period, not to exceed two years, then upon issuance of the Certificate of Occupancy, CHAS requests that the property taxes remain frozen at current assessed levels for at least seven (7) years.

Currently, The Project is being underwritten predominately as a vintage downtown living apartment project, with valuation based primarily on a future income approach. To that end, investors and development partners are seeking certainty of income going forward. In order to provide reasonable assurances that The Project will be feasible and sustainable on a long term valuation basis, CHAS will require assistance and assurances from the Town that real estate taxes that impact income and ultimately valuation, will not "topple the investment" going forward, even beyond the seven (7) years of abatement being requested.

1.b. CHAS requests that all permit fees be waived with the amount of such request to be determined.

1.c. CHAS is more than willing to collaborate with the Town on any reasonable opportunities to better utilize the front lawn green space in the spirit of Jackson Eno and his inspirational relative Gifford Pinchot... "The greatest good for the greatest number of people in the long run".

2. Please see amended Exhibit A
3. Please see June 21, 2015 application filing
4. CHAS plans to create a unique Vintage Downtown Living Project at 690 Hopmeadow, the description of which was included in the June 21, 2015 application filing.



5. The estimated cost and additional investment required to develop The Project as planned will likely range between \$8M-\$10M.
- 6.a. Please see amended Exhibit A
- 6.b. Please see Overall Project Schedule attached
7. CHAS is currently seeking State and Federal Historic Tax Credits applicable to eligibility requirements. CHAS is also researching energy-based incentives commensurate with C-PACE and CT Green Bank.
8. In addition to the benefits to the Town outlined in amended Exhibit A, CHAS has already demonstrated and will continue to pursue the original objectives:
 - To acquire, preserve and restore the Mansion applying best practices and respect to the Simsbury community using cost-effective methods with a commitment to excellence; and
 - To generate a favorable investment return to Chestnut Hill Investment Partnership as a reward for believing in the CHAS mission and for backing its development financially.

The Town has little risk yet potentially great benefit by supporting the reasonable request by CHAS for Tax Abatement. When granted and upon Certificate of Occupancy, the Town will resume capturing the current level of property tax collection (~\$36k) from 690 Hopmeadow Street. Additionally, during the construction period, the Town Center and local businesses will benefit from the economic activity associated with construction including but not limited to those business favorably impacted in amended Exhibit A. Once the residential units are occupied, the Town Center and local businesses will enjoy a wellspring of economic activity from the successful creation of a vibrant "Live, Work and Play" Project. The Project will also engage

personnel in the daily management and operational duties to support the residential value proposition, thus creating additional income for locals.

When granted, the Tax Abatement will allow CHAS to make the necessary improvements, remediate the environmental problems, improve the site and return it to wonderful sense of place and belonging and preserve the Mansion through a sustainable economic model.

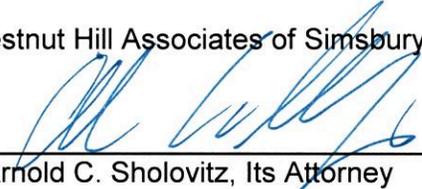
Most recently, the Town conducted a resident survey that wherein the townsfolk overwhelmingly desire the Town to preserve its open space and preserve the historic town character⁴. Most town historians cite the Mansion as one of the southerly cornerstones of the Simsbury Historic District. In fact, most promotional brochures of Simsbury use photos of this building. They want to “aid commercial development while maintaining Town character”. This Project does just that!

9. CHAS remains ready, willing, able and cooperative to working proactively with economic development needs of the Town.

Dated: September 21, 2015

Chestnut Hill Associates of Simsbury, LLC

By


Arnold C. Sholovitz, Its Attorney

⁴ Resident Opinion Study – page 16

**Amended
Exhibit A
Business Development Incentive Policy Application
690 Hopmeadow Street, Simsbury, CT
September 21, 2015**

This "Amended Exhibit A" is intended to supplement the original Exhibit A that was part of the June 21, 2015 Tax Abatement Application filed on June 22, 2015. In order to promote alignment of interests for the proposed Mansion Project, CHAS has attempted, on short notice, to provide reasonable and feasible financial projections, to the best of our ability, in a manner that meets the areas of concern for SDC.

Although CHAS previously filed its Tax Abatement Application under the SDC regulations then in effect, it also recognizes that sharing financial estimates and Project information requested under the current procedures would be helpful. Accordingly, to the extent possible, those areas of concern are addressed.

With this Amended Schedule A, CHAS addresses the "Step 1" issues raised on page 8 of the current SDC regulations. It must be noted that the regulations repeat the number "6" so that there are truly 10 areas of concern rather than nine. There are several stages for which The Project provides favorable economic impact to the surrounding area. CHAS has broken down these stages in the following order: Acquisition and Pre-Development, Development, Local Residential Discretionary Spending and Impact for Local Operational Personnel.

- 1. ACQUISITION & PRE-DEVELOPMENT Direct compensation/economic impact as part of the development process to local businesses from May 2013 thru September 2015, totaling in excess of \$500,000, include:**
 - a. Local Retail Establishments**
 - i. Fuel
 - ii. Hotels
 - iii. Maintenance Supplies
 - iv. Office Supplies
 - v. Restaurants/Food & Beverage
 - b. Accounting**
 - i. Local accounting resources (CPA & bookkeeping)
 - c. Appraisal**
 - i. Wellspeak Dugas & Kane

d. Architects & Other Building Consultants

- i. BPD Roof Consultants
- ii. ProCADD Drafting Services
- iii. Quisenberry Architects
- iv. William Crosskey Architects

e. Attorneys

- i. Alan Kosloff for certain environmental issues
- ii. Arnold C. Sholovitz as general counsel to CHAS, CHAM and CHIP
- iii. DeManche McChristian for specific real estate issues

f. Banking

- i. Bank of America
- ii. Simsbury Bank & Trust Company
- iii. T D Bank

g. Building Supplies and Maintenance

- i. ACE Hardware
- ii. Welden Hardware

h. Town of Simsbury

- i. Development application fees

i. Construction Trades

- i. Commercial Air
- ii. Construction Resources, Inc. (CORE)
- iii. Fire Protection & Testing
- iv. Mystic Air
- v. PJ's Electric
- vi. Randy Romitelli Plumbing & Heating

j. Environmental Engineers/Consultants

- i. Catalyst
- ii. Fuss & O'Neill
- iii. Mystic Air

k. Insurance Agents

- i. Falcigno Insurance (specialty risk – environmental)
- ii. Kerr Insurance – General Liability

l. Land Planners, Civil Engineers and Surveyors

- i. Denno Land Surveying
- ii. LADA
- iii. TO Design, LLC

m. Landscaping and Snow Removal

- i. Briggs Landscaping
- ii. Case Landscaping

n. Marketing Research

- i. Bernard Group

o. Pest Control

- i. Quest

p. Photography

- i. Imagine It Framed

q. Real Estate Advisory Services

- i. Correia Commercial Real Estate
- ii. Coldwell Banker (Simsbury – Katie French)

r. Security Services

- i. Continental Security

s. Signage

- i. Signs Plus

t. Wetlands Scientist

- i. CT Eco Systems

2. **DEVELOPMENT: Estimated direct compensation/economic impact as part of the remaining development period to local businesses from September 2015 thru December 2016, totaling +/- \$10,000,000, include:**

a. Local Retail Establishments

- i. Fuel
- ii. Hotels
- iii. Maintenance Supplies
- iv. Office Supplies
- v. Restaurants/Food & Beverage

b. Accounting

- i. Local accounting resources and bookkeeping services

c. Appraisal

- i. Wellspeak Dugas & Kane

d. Architects & Other Building Consultants

- i. BPD Roof Consultants
- ii. William Crosskey Architects

e. Attorneys

- i. Alan Kosloff for certain environmental issues
- ii. Arnold C. Sholovitz as general counsel to CHAS, CHAM and CHIP
- iii. DeManche McChristian for specific real estate issues

f. Banking

- i. Bank of America
- ii. Simsbury Bank & Trust Company
- iii. T D Bank

g. Building Supplies and Maintenance

- i. ACE True Value Hardware
- ii. Welden Hardware

h. Town of Simsbury

- i. Development and permit application fees
- ii. Utility connection fees

i. Construction Trades

- i. General Contractor
- ii. All remaining subcontractors and vendors

j. Environmental Engineers/Consultants

- i. Fuss & O'Neill

k. Insurance Agents

- i. Falcigno Insurance (specialty risk – environmental)
- ii. Kerr Insurance – General Liability

l. Land Planners, Civil Engineers and Surveyors

- i. Denno Land Surveying
- ii. TO Design, LLC
- iii. LADA

m. Landscaping and Snow Removal

- i. Briggs Landscaping

n. Pest Control

- i. Quest

o. Photography

- i. Imagine It Framed

p. Real Estate Advisory Services

- i. Coldwell Banker (Simsbury – Katie French)
- ii. Correia Commercial Realty

q. Security Services

- i. Continental Security

r. Signage

i. Signs Plus

3. LOCAL RESIDENTIAL DISCRETIONARY SPENDING: Estimated additional direct compensation/economic impact as part of the completed project to local businesses annually, totaling +/- \$2,000,000, include:

a. Additional Spending @ Local Retail Establishments By Tenants & Staff

- i. Auto Maintenance**
- ii. Banks**
- iii. Cleaners**
- iv. Fuel**
- v. Hotels**
- vi. Hardware and Maintenance Supplies**
- vii. Office Supplies**
- viii. Restaurants**
- ix. Other Downtown Simsbury Businesses That Will Benefit Due To Proximity To The Development (including without limitation tax preparation experts, legal advisory, retailers, florists, gardening centers, funeral homes, beauty, spa and nail salons, wellness providers etc.)**

4. IMPACT FOR LOCAL OPERATIONAL PERSONNEL- Business Management will create income for 5 to 10 personnel in the approximate estimated amount of \$150,000 annually in the following disciplines

- a. Local Property Management**
- b. Local Repairs & Maintenance**
- c. Local Landscaping/Snow Removal**
- d. Local Security**
- e. Local Marketing**
- f. Local Sales**
- g. Local Legal & Administrative**
- h. Local Insurance**
- i. Local Accounting**
- j. Local Housekeeping Services**

Overall Project Schedule
Mansion on Chestnut Hill
690 Hopmeadow Street, Simsbury, CT
September 21, 2015

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Acquisition, Pre-Development, Initial Concepts	239 days	Mon 5/13/13	Mon 4/14/14		
2	Closing	1 day	Mon 5/13/13	Mon 5/13/13		Buyer/Seller
3	Explore JV Options w/Developers	13 wks	Mon 5/13/13	Fri 8/9/13 2FF		Owners
4	Programming - Preliminary Draft	23 days	Mon 7/15/13	Mon 8/12/13 3SS+9 wks		Design Committee
5	Overall Project Budget (OPB) Initial Draft	3 days	Sat 8/10/13	Mon 8/12/13 3		Harbor
6	Overall Project Schedule (OPS) Initial Draft	3 days	Sat 8/10/13	Mon 8/12/13 3		Harbor
7	Programming - 75% Complete	4 days	Tue 8/13/13	Fri 8/16/13 4		Design Committee
8	RFP To Architects, Engineers	3 days	Mon 8/19/13	Wed 8/21/13 7		Harbor
9	Architect & Civil Engineer Proposals/Engagement	3 wks	Thu 8/22/13	Thu 9/12/13 8		Architects,Engineers,Owner
10	Updated Test Fits, Schematic Options	4 wks	Fri 9/13/13	Thu 10/10/13 9		Architect/Engineers
11	Test Fits, Schematic Options Review	3 days	Fri 10/11/13	Tue 10/15/13 10		Design Committee
12	Schematic Revision No. 1	2 wks	Fri 10/11/13	Thu 10/24/13 10		Architect/Engineers
13	Schematic Revision No. 1 Review/Comments	2 days	Fri 10/25/13	Mon 10/28/13 12		Design Committee
14	Schematic Revision No. 2	1 wk	Fri 10/25/13	Thu 10/31/13 12		Architect/Engineers
15	Schematic Revision No. 2 Review/Comments	2 days	Fri 11/1/13	Mon 11/4/13 14		Design Committee
16	Schematic Revision No. 3	1 wk	Fri 11/1/13	Thu 11/7/13 14		Architect/Engineers
17	Schematic Revision No. 3 Review/Comments	2 days	Fri 11/8/13	Mon 11/11/13 16		Design Committee
18	25% Development Presentation Materials	2 days	Fri 11/8/13	Mon 11/11/13 16		Architect/Engineers,Owner
19	Present Plans To Local Residents/Professionals For Input	4 days	Tue 11/12/13	Fri 11/15/13 18		Design Committee
20	Schematic Revision No. 4	4 days	Mon 11/18/13	Thu 11/21/13 19		Architect/Engineers
21	Consolidate Site Plan Options	2 days	Fri 11/22/13	Mon 11/25/13 20		Design Committee
22	Informal Presentation To Town Staff	1 day	Tue 11/26/13	Tue 11/26/13 21		City,Design Committee,QA
23	Receive/Town Staff Comments	5 days	Wed 11/27/13	Wed 12/4/13 22		City of Simsbury,Design Committee
24	100% Development Presentation Materials	3 wks	Thu 12/5/13	Thu 12/26/13 23		Architect,Engineers,Owner
25	Update OPB & OPS	3 wks	Fri 12/27/13	Fri 1/17/14 24		Harbor
26	Economic Development Council (EDC) Informal Review	1 day	Mon 1/6/14	Mon 1/6/14 24FF+6 days		City of Simsbury,Owner,QA
27	Zoning Commission Informal Review	1 day	Mon 1/6/14	Mon 1/6/14 24FF+6 days		City of Simsbury,Owner,QA
28	Design Review Board Informal Presentation	1 day	Mon 1/6/14	Mon 1/6/14 24FF+6 days		City of Simsbury,Owner,QA
29	Develop Concept For Smaller Estate Footprint & Finalize Mansion Unit Options	6 wks	Tue 1/7/14	Mon 2/17/14 28		Architect/Engineers,Harbor
30	Update OPS - Validate Costs	4 wks	Tue 2/18/14	Mon 3/17/14 29		Harbor
31	Decision On Development Direction	4 wks	Tue 3/18/14	Mon 4/14/14 30		Owner
32						
33	Mansion	653 days	Tue 4/15/14	Thu 10/20/16		
34	Federal & State Historic Certification/Preservation Tax Credit Applications - Part 1	20 days	Tue 4/15/14	Mon 5/12/14 31		Owner,Consultant
35	Programming - 100% Complete	1 wk	Tue 4/15/14	Mon 4/21/14 31		Design Committee
36	Schematics	13 days	Tue 4/22/14	Thu 5/8/14 35		Architect/Engineers
37	Schematics Review	1 wk	Fri 5/9/14	Thu 5/15/14 36		Design Committee
38	Schematic Revision No. 1	13 days	Fri 5/16/14	Wed 6/4/14 37		Architect/Engineers
39	Schematic Review	4 days	Thu 6/5/14	Tue 6/10/14 38		Design Committee
40	Schematic Revision No. 2	11 days	Wed 6/11/14	Wed 6/25/14 39		Architect/Engineers
41	Schematic Review	3 days	Thu 6/26/14	Mon 6/30/14 40		Design Committee
42	Schematic Revision No. 3	1 wk	Tue 7/1/14	Tue 7/8/14 41		Architect

**Overall Project Schedule
Mansion on Chestnut Hill
690 Hopmeadow Street, Simsbury, CT
September 21, 2015**

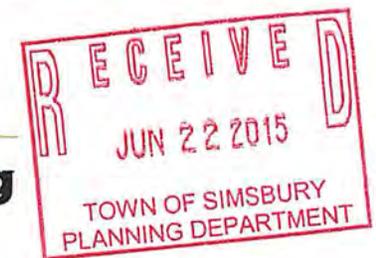
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
43	Schematic Review	3 days	Wed 7/9/14	Fri 7/11/14	42	Design Committee
44	Schematic Revision No. 4	5 days	Mon 7/14/14	Fri 7/18/14	43	Architect/Engineers
45	Preliminary Town Approval	1 day	Mon 7/21/14	Mon 7/21/14	44	City of Simsbury
46	Schematic Review	3 wks	Tue 7/22/14	Mon 8/11/14	45	Design Committee
47	Schematic Revision No. 5	3 days	Tue 8/12/14	Thu 8/14/14	46	Architect/Engineers
48	Schematic Review	2 days	Fri 8/15/14	Mon 8/18/14	47	Design Committee
49	Schematic Revision No. 6	11 days	Tue 8/19/14	Wed 9/3/14	48	Architect/Engineers
50	Schematic Review	3 days	Thu 9/4/14	Mon 9/8/14	49	Design Committee
51	Schematic Revision No. 7	1 wk	Tue 9/9/14	Mon 9/15/14	50	Architect/Engineers
52	Schematic Review	1 wk	Tue 9/16/14	Mon 9/22/14	51	Design Committee
53	Schematic Revision No. 8	17 days	Tue 9/23/14	Wed 10/15/14	52	Architect/Engineers
54	Schematic Approval	1 wk	Thu 10/16/14	Wed 10/22/14	53	Design Committee
55	DRB, Zoning & Conservation Commission Approvals	86 days	Thu 10/23/14	Mon 2/23/15	54	Architect/Engineers
56	Present Plans to Fire Marshall and Building Department	1 day	Mon 3/2/15	Mon 3/2/15	55FS+4 days	Architect,Owner
57	Property Cut	8 wks	Tue 3/3/15	Mon 4/27/15	56	Legal,Surveying,Civil,Owner
58	Code Modification Submittal/Approval	8 wks	Tue 3/3/15	Mon 4/27/15	56	Architect/Engineers
59	Financing Phase	25 wks	Tue 4/28/15	Mon 10/19/15	58	
60	DD's	2 wks	Tue 10/20/15	Mon 11/2/15	59	Architect/Engineers
61	DD Review & Pricing	1 wk	Tue 11/3/15	Mon 11/9/15	60	Design Committee
62	CD's - 50%	2 wks	Tue 11/10/15	Mon 11/23/15	61	Architect/Engineers
63	CD's - 50% Review & Pricing	2 wks	Tue 11/24/15	Mon 12/7/15	62	Design Committee
64	CD's - 50% Revision No. 1	1 wk	Tue 12/8/15	Mon 12/14/15	63	Architect/Engineers
65	CD's - 50% Revision No. 1 Review	3 days	Tue 12/15/15	Thu 12/17/15	64	Design Committee
66	CD's - 100%	1 wk	Fri 12/18/15	Thu 12/24/15	65	Architect/Engineers
67	Federal & State Historic Certification/Preservation Tax Credit Applications - Part 2	5 wks	Fri 12/18/15	Thu 1/21/16	65	Owner,Consultant
68	CD's - 100% Pricing	3 wks	Fri 1/22/16	Thu 2/11/16	67	CORE,Subcontractors
69	Permitting	3 wks	Fri 12/25/15	Thu 1/14/16	66	City of Simsbury,GC
70	Update OPB & OPS	1 wk	Fri 2/12/16	Thu 2/18/16	68,69	Harbor
71	IFC Drawings, Includes RFI's & Building Department Comments	1 wk	Fri 2/12/16	Thu 2/18/16	68,69	Architect/Engineers
72	Abate ACM & Lead	2 wks	Fri 2/12/16	Thu 2/25/16	68,69	Abatement Subcontractor
73	Connecticut Historic Preservation Tax Credit Application - Part 3	20 days	Fri 2/12/16	Thu 3/10/16	68,67	Owner,Consultant
74	Construction, Including Demolition of Annex In The Spring	26 wks	Fri 2/26/16	Thu 8/25/16	71,72	GC,Subcontractors
75	Federal Historic Preservation Certification Application - Part 3	25 days	Fri 8/26/16	Thu 9/29/16	74	Owner,Consultant
76	Connecticut Historic Preservation Tax Credit Application - Part 4	25 days	Fri 8/26/16	Thu 9/29/16	74	Owner,Consultant
77	Connecticut Historic Preservation Tax Credit Application - Part 5	15 days	Fri 9/30/16	Thu 10/20/16	75	Owner,Consultant
78						
79	Site/New Construction	700 days	Tue 4/15/14	Mon 12/26/16		
80	Select Implementing Architect/Finalize Programming	8 wks	Tue 4/15/14	Tue 6/10/14	31	Design Committee
81	Schematics	16 days	Wed 6/11/14	Wed 7/2/14	80	Architect/Engineers
82	Schematic Review	8 days	Thu 7/3/14	Tue 7/15/14	81	Design Committee
83	Schematics Revision No. 1	8 days	Wed 7/16/14	Fri 7/25/14	82	Architect/Engineers
84	Preliminary Government Approval	1 day	Fri 7/25/14	Fri 7/25/14	83FF	City of Simsbury,Owner

**Overall Project Schedule
Mansion on Chestnut Hill
690 Hopmeadow Street, Simsbury, CT
September 21, 2015**

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
85	Schematics Review	3 wks	Mon 7/28/14	Fri 8/15/14	83	Design Committee
86	Schematics Revision No. 2	12 days	Mon 8/18/14	Wed 9/3/14	85	Architect/Engineers
87	Schematics Review	14 days	Thu 9/4/14	Tue 9/23/14	86	Design Committee
88	Schematics Revision No. 3	1 wk	Wed 9/24/14	Tue 9/30/14	87	Architect/Engineers
89	Schematics Review	2 days	Wed 10/1/14	Thu 10/2/14	88	Design Committee
90	Schematics Revision No. 4	3 days	Fri 10/3/14	Tue 10/7/14	89	Architect/Engineers
91	Schematics Review	1 wk	Wed 10/8/14	Tue 10/14/14	90	Design Committee
92	Schematics Revision No. 5	1 wk	Wed 10/15/14	Tue 10/21/14	91	Architect/Engineers
93	Schematics Review	1 wk	Wed 10/22/14	Tue 10/28/14	92	Design Committee
94	Schematics Revision No. 6	2 wks	Wed 10/29/14	Tue 11/11/14	93	Architect/Engineers
95	Schematics Review	1 day	Wed 11/12/14	Wed 11/12/14	94	Design Committee
96	DRB, Zoning & Conservation Commission Approvals	71 days	Thu 11/13/14	Mon 2/23/15	95	Architect/Engineers
97	Present Plans to Fire Marshall and Building Department	1 day	Mon 3/2/15	Mon 3/2/15	96FS+4 days	Architect, Owner
98	Property Cut	4 wks	Tue 3/3/15	Mon 3/30/15	97	Legal, Surveying, Civil, Owner
99	Code Modification Submittal/Approval	8 wks	Tue 3/3/15	Mon 4/27/15	97	Architect/Engineers
100	Financing Phase	25 wks	Tue 4/28/15	Mon 10/19/15	99	
101	Finalize Schematics	2 wks	Tue 10/20/15	Mon 11/2/15	100	Architect/Engineers, Design Committee
102	Design Development (DD)	2 wks	Tue 11/3/15	Mon 11/16/15	101	Architect/Engineers
103	DD Review & Pricing	1 wk	Tue 11/17/15	Mon 11/23/15	102	Design Committee, GC
104	DD Revision No. 1	2 wks	Tue 11/24/15	Mon 12/7/15	103	Architect/Engineers
105	DD Revision No. 1 Approval	1 wk	Tue 12/8/15	Mon 12/14/15	104	Design Committee
106	Government & Fire Marshall Reviews/Approval	1 wk	Tue 12/8/15	Mon 12/14/15	104	City of Simsbury, Owner
107	CD's - 50%	3 wks	Tue 12/15/15	Mon 1/4/16	106	Architect/Engineers
108	CD's - 50% Review & Pricing	2 wks	Tue 1/5/16	Mon 1/18/16	107	Design Committee, GC
109	CD's - 50% Revision No. 1	2 wks	Tue 1/19/16	Mon 2/1/16	108	Architect/Engineers
110	CD's - 50% Revision No. 1 Review	1 wk	Tue 2/2/16	Mon 2/8/16	109	Design Committee
111	CD's - 100%	2 wks	Tue 2/9/16	Mon 2/22/16	110	Architect/Engineers
112	CD's - 100% Pricing	3 wks	Tue 2/23/16	Mon 3/14/16	111	GC, Subcontractors
113	Permitting	3 wks	Tue 2/23/16	Mon 3/14/16	111	City of Simsbury, GC
114	IFC Drawings, Includes RFI's, Building Department Comments	1 wk	Tue 3/15/16	Mon 3/21/16	112, 113	Architect/Engineers
115	Update OPB & OPS	1 wk	Tue 3/15/16	Mon 3/21/16	112, 113	Harbor
116	Construction	40 wks	Tue 3/22/16	Mon 12/26/16	114	GC, Subcontractors
117						
118	Notes:	1 day?	Mon 5/13/13	Mon 5/13/13		
119	1. Assumes one resubmittal each of Parts 2 and 4 of the State Tax Credits	1 day?	Mon 5/13/13	Mon 5/13/13		
120	2. Assumes one resubmittal each of Parts 2 and 3 of the Federal Tax Credits	1 day?	Mon 5/13/13	Mon 5/13/13		

Tax Abatement Application

Chestnut Hill Associates of Simsbury, LLC



Tax Abatement Application
To
Town of Simsbury
From
Chestnut Hill Associates of Simsbury, LLC
Dated: June 21, 2015

Applicant's Name and Address: Chestnut Hill Associates of Simsbury, LLC, ("Applicant" or "CHAS") is a Connecticut Limited Liability Corporation. It's mailing address is Post Office Box 67, Simsbury, CT 06070.

The sole "Member" of CHAS is John M. McCarthy of 4 Squibnocket Road, Franklin, MA.

Applicant's Equity Investors: CHAS is a one asset LLC being the real estate located at 690 Hopmeadow Street, Simsbury, Connecticut (the "Mansion") and its mission is to preserve the building constructed by Ralph Ensign in 1905. In order to do that, CHAS has been funded by certain family members of the recently departed Jackson F. Eno and by John McCarthy and his brother, Anthony McCarthy. As a group, these investors will be called the Chestnut Hill Investment Partnership called "CHIP".

The Mansion was acquired from Webster Bank by Warranty Deed on May 13, 2013 for a stated purchase price of \$1,000,000 with 100% equity from CHIP. From the date of its purchase to this date, the CHIP group has provided 100% of the funds needed to acquire and develop the Mansion.

Mission: CHAS's mission has been two-fold:

1. To acquire, preserve and restore the Mansion applying best practices and respect to the Simsbury community using cost-effective methods with a commitment to excellence; and
2. To generate a favorable investment return to CHIP as a reward for believing in the CHAS mission and backing its development financially.

Development Direction: After CHAS explored a number of options, analyzed the marketplace, and performed extensive test-fits for each proposal in order to determine that each proposal fit the Mission of CHAS, it has been determined that the highest and best use of the Mansion and surrounding land on which the Mansion sits is best suited to residential living. To that end, CHAS has submitted application for and obtained approval for the construction of seven (7) residential units inside the Mansion itself and for the construction of thirty-one (31) new units on the remainder of the property. There is a preservation easement to the Town of Simsbury on the façade of the Mansion including the preservation of the expansive lawn in front of the Mansion. The approved plans respect and adhere to such preservation requirements.

From the date of acquisition to the present, the Mansion and all other structures on the property have remained unoccupied with no tenants. During the construction phase, which will commence upon approval of the Part 2 Historical Tax Credit Application, substantial sums will be paid to local contractors.

Upon completion of construction of both the retrofit of the Mansion and the completion of the 31 new units, a total of 38 households will then become local, Simsbury tax payers and will then be shopping at local Simsbury businesses. One of the prime reasons for a tenant to rent at this

location is because they will be able to walk throughout downtown Simsbury and rarely have to use their car for that purpose.

SIC Codes: Because of the preservation and development path chosen by CHAS, the SIC codes that best apply are those associated with developing and maintaining residential real estate. Codes 6513, 6552, and 6531 appear most appropriate.

Part of the due diligence in acquiring and then developing the Mansion has determined that, while no environmental complaints have ever been filed against CHAS with the Connecticut Department of Environmental Protection (DEP), the use of the existing structure over the years prior to the CHAS purchase of the Mansion has caused there to be small amounts of asbestos and lead. The highly regarded environmental firm of Fuss & O'Neill out of Manchester, Connecticut has mapped the asbestos and lead. Part of the plan of development of CHAS is to sufficiently remove all of the asbestos and lead rather than simply encapsulate it. See "**Exhibit B**" which is attached hereto.

"**Exhibit A**" shows a breakdown of local services engaged and paid for by CHAS since acquisition. That amount now well exceeds \$500,000. Future development on the site will cause the necessary expenditure of funds locally far in excess of the acquisition price by orders of magnitude.

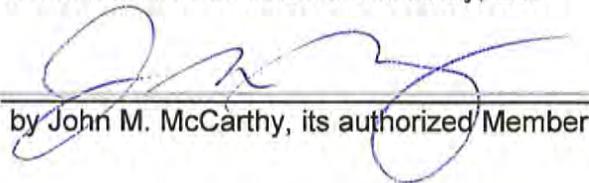
CHAS has provided its "**Business Plan**" as part of this Tax Abatement Application which shows its anticipated future investment in the development of the Mansion and the surrounding land it owns.

Historical Tax Credits: Part of that plan is the current, pending application by CHAS for both State of Connecticut Historical Tax Credits and Federal Historic Tax Credits. The Federal Historic Tax Credits require that CHAS continuously own the real estate for five (5) years upon the grant of the application for such Federal Historic Tax Credits. For that reason alone, the Town of Simsbury should be satisfied that CHAS is committed to develop and preserve the Mansion.

The attached business plan should also make clear that the development of the Mansion may have a more positive impact on the Town of Simsbury than on the partners Return On Investment. CHAS needs help from the Town of Simsbury to preserve this iconic historical symbol because the inherent risks of historic renovation and the unique challenges of the property and extensive site work are greater than most development projects. A grant of this application will provide much needed help to keep Simsbury the true jewel of the Farmington Valley as was envisioned by our own recently posthumously awarded hometown hero, Jackson F. Eno.

Dated: June 21, 2015

Chestnut Hill Associates of Simsbury, LLC



by John M. McCarthy, its authorized Member

Exhibit A

to Tax Abatement Application

CHAS has Caused the following

Local Employment Impact since May 2013

- 1. Direct employment (time and/or money)**
 - a. **CHAS** through its sole Member, John McCarthy
 - b. **Chestnut Hill Asset Management ("CHAM")** comprised of Jackson Eno and John McCarthy for policy and development oversight.
 - c. **Chestnut Hill Investment Partnership ("CHIP")** comprised of Jackson Eno and several of his family members and John McCarthy and his brother, Anthony McCarthy.
- 2. Indirect compensation as part of the development process to local businesses include:**
- 3. Attorney's:**
 - a. **Arnold C. Sholovitz** as general counsel to CHAS, CHAM and CHIP
 - b. **Jeffrey McChristian** for specific real estate issues
 - c. **Alan Kosloff** for certain environmental issues
- 4. Wetlands Scientist:**
 - a. CT Eco Systems
- 5. Land Planners, Civil Engineers and Surveyors**
 - a. LADA
 - b. TO Design, LLC (www.todesignllc.com)
 - c. Denno Land Surveying
- 6. Environmental Engineers:**
 - a. Fuss & O'Neill
 - b. Catalyst
- 7. Architects:**
 - a. William Crosskey
 - b. Quisenberry
- 8. Insurance Agents:**
 - a. Kerr Insurance – General Liability
 - b. Falcigno Insurance (specialty risk – environmental)
- 9. Landscaping and snow removal**
 - a. Case Landscaping
 - b. Briggs Landscaping
- 10. Mechanical, Electrical & Plumbing contractors**
 - a. PJ's Electric
 - b. Mystic Air
 - c. PDB Roof
 - d. Commercial Air
- 11. Accounting**
 - a. Howard page
- 12. Security Services**
 - a. Continental Security

13. Banking

- a. Simsbury Bank & Trust Company
- b. Bank of America
- c. T D Bank

14. Photography:

- a. Imagine It Framed

15. Signage:

- a. Signs Plus

16. Marketing Research

- a. Bernard Group

17. Real Estate Advisory Services

- a. Correia Commercial Real Estate
- b. Coldwell Banker (Simsbury – Katie French)

18. Pest Control

- a. Quest

19. Building Supplies and Maintenance:

- a. Welden Hardware
-



FUSS & O'NEILL
EnviroScience, LLC

Exhibit B to
Tax Abatement Application

August 27, 2014

Mr. John McCarthy
Chestnut Hill Associates of Simsbury, LLC
690 Hopmeadow Street
Simsbury, CT 06070

**RE: Review of Existing Reports, Inspection, and Further Consulting Support for
Asbestos and Lead-Based Paint at 690 Hopmeadow Street, Simsbury, CT
Fuss & O'Neill EnviroScience No. 20130206.A2E**

Dear Mr. McCarthy:

Fuss & O'Neill EnviroScience, LLC (EnviroScience) is pleased to submit this proposal to provide supplemental asbestos and lead paint inspection, abatement design, and construction administration/abatement monitoring services related to the proposed renovations. We understand the project will involve selective demolition within specific areas to include the original brownstone building as well as demolition of the former annex building. We have reviewed previous inspection data from two previous consultants (Mystic Air Quality and Superior Industries, LLC in 2013). EnviroScience previously performed limited plaster sampling for confirmation and a limited lead paint screening within the building in 2013.

EnviroScience will provide these services cost-effectively and in compliance with the applicable laws and regulations of the U.S. Environmental Protection Agency (EPA) and the State of Connecticut Department of Public Health (CTDPH).

Scope of Services

A. Asbestos, Lead-Based Paint and Other Named Materials Survey

1. Asbestos Inspection for Renovation Project

EnviroScience will review proposed demolition and renovation drawings to be prepared by Crosskey Architects to identify specific locations of work. We will review locations in the field and conduct an inspection of the asbestos or suspect asbestos-containing materials (ACM). If additional suspect ACM are identified which have not been sampled, samples shall be collected. This will include some exploratory demolition to look for concealed materials such as piping within wall cavities. During the inspection, EnviroScience will evaluate and quantify the materials. We request to perform detailed inspection (with destruction testing such as core drilling) in the

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F 860.533.5143
www.fando.com
Connecticut
Massachusetts
Rhode Island
South Carolina



Mr. John McCarthy

August 27, 2014

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building. Intent of the approach is to ensure we identify any unique building materials and ensure materials are homogenous in the building.

EnviroScience will collect a set of samples of each suspect material, and we will stop analysis on the set upon receipt of the first positive analysis. It is noted that some materials determined to not to contain asbestos in the Mystic Air Quality inspection report had only a single collected sample. Subsequent sampling by Superior Industries, LLC may have included additional confirmatory analysis of these materials. We shall review data in the field and, as necessary, take at least one sample to confirm if only a single sample result exists for materials.

EnviroScience shall collect samples of suspect asbestos containing materials at the above referenced site. Samples representing each homogenous material shall be collected for analysis by Polarized Light Microscopy (PLM) using approved EPA method 600/R-93/116 in accordance with accreditation of the National Institute of Standards and Technology (NIST).

The EPA for National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance suggests using Asbestos Hazard Emergency Response Act (AHERA) sampling protocols. Using AHERA sampling protocols, EPA considers a homogeneous material to be non-asbestos containing upon receipt of 3 to 7 negative sample analysis results by PLM, depending on material type and quantity. EnviroScience will collect a set of 3 to 7 samples of each suspect material, and we will stop analysis on the set upon receipt of the first positive analysis.

EnviroScience shall include collection of approximately 10 samples for PLM analysis. We shall also provide a unit cost for sample analysis of additional samples. It is presumed that all required samples shall be collected at the time of our supplemental inspection.

Several materials determined to be non-ACM by PLM should be confirmed as recommended by EPA with additional analysis. We shall also perform confirmatory sample analysis for non-friable organically bound (NOB) hard to analyze materials (such as floor tiles, mastics and glues) using Transmission Electron Microscopy (TEM) NOB method. We have reviewed previous inspection report data; no analysis for confirmation has been performed. We have identified nine materials within previous reports where we recommend TEM analysis to confirm materials are non-ACM. **We have included a budget for a total of 10 samples for TEM.**

2. Testing of Surfaces for Lead-Based Paint

It is our understanding that previous testing has been performed for lead paint, including a screening by EnviroScience. We understand that historic restoration of the Brownstown building is intended. We understand specific detailed surface by surface testing to characterize lead paint is



Mr. John McCarthy
August 27, 2014
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requested to assist the architect in proposed restoration methods. Previous inspections were representative sampling, and with a project of this nature, specific component by component testing will assist with restoration methods.

We will also review existing testing information and determine requirements for waste characterization. EnviroScience recommends using the results of the lead-based paint screening program by X-Ray Fluorescence (XRF) to identify lead levels that would require TCLP sampling. This work would be done in consultation with State of Connecticut Regulations for Lead Poisoning Prevention and Control, OSHA Regulation 29CFR 1926.62 and RCRA waste regulations.

3. Mercury

Lamps (i.e., fluorescent tubes and HID bulbs), thermometers, and mercury switches will be inventoried for quantity.

4. PCB-Containing Fluorescent Ballast

Typical ballasts will be examined in-place on their fluorescent light fixture(s) for evidence of the "no PCB" label or for manufacturer's information that can be used to determine the polychlorinated biphenyl (PCB) content. If neither of the above avenues rules out possible PCB content, the ballast(s) will be assumed to contain PCB.

Following completion of the survey, we will prepare a written report detailing our findings and recommendations.

5. Toxicity Characteristic Leaching Procedure (TCLP)

TCLP is used to determine the potential for lead from painted surfaces to leach into groundwater from landfills. If any components of the building are intended for demolition and landfill, a TCLP analysis is required. The components intended for demolition must be known to EnviroScience for use on the site visit. We will include samples of the intended waste stream for demolition of the single story teller section as well as select samples of materials to be disposed of from the brownstone building.

B. Develop Hazardous Materials Abatement Design/Specification

EnviroScience will prepare project specifications and drawings to be used scope identification to accompany architectural demolition, renovation and restoration documents.



Mr. John McCarthy

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EnviroScience will prepare a set of construction documents including abatement plans and specifications, in an agreed upon format, to address removal of hazardous materials from the building which will be impacted by this project. EnviroScience will include sections to address the removal of interior asbestos materials; exterior asbestos materials; lead-based paint; PCB-containing electrical equipment and mercury fluorescent lights. These specifications will detail required work practices, and existing site conditions. Specifications will be in sufficient details so that they will form the basis for the submittal of bids by hazardous materials abatement contractors. The project specifications will further identify final air clearance levels and other federal or state requirements in accordance with the most stringent regulatory requirement.

EnviroScience will assist in the bid process, including conducting a pre-bid meeting with contractors, reviewing bids received from prospective contractors.

C. Construction Administration/Project Monitoring - Hazardous Materials

1. Pre-Abatement Services

EnviroScience will observe pre-cleaning, safety procedures, and setup of total containment, three stage decontamination unit, waste load-out and, air pressure differential systems. EnviroScience will also conduct a pre-abatement, visual inspection/certification of the total containment work area.

As an option, EnviroScience can provide the necessary advice and support to Chestnut Hill Associates of Simsbury, LLC to evaluate submittal by abatement contractors. To accomplish this task, EnviroScience will review the abatement contractor's submittals including:

- Abatement plans: These plans will be based on abatement drawings of the decontamination facilities and their locations, work area isolation plan with layout of engineering controls (e.g. HEPA filter, etc.), and will describe how the contractor will manage aspects of the project such as a security plan, a routing plan for removal of contaminated materials from the building, and a listing of all tools, equipment and supplies proposed for use during the abatement project.
- Description of protective clothing and approved respiratory protection systems to be used.
- Explanation of decontamination sequence to be used.
- Description of asbestos stripping, removal and disposal methods to be used.



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- Description of the final clean-up procedures to be used.
- Proposed landfill for disposal of waste materials and procedures for disposal and hauling to disposal sites.
- Emergency procedures plan in the event an abatement worker is injured and/or becomes ill during the course of performing work.
- Notification to regulatory agencies regarding the abatement schedule and other pertinent information necessary to assure that the contractor has obtained all necessary permits and approvals.

2. **Project Monitoring and Daily Documentation**

EnviroScience will provide trained, experienced, and licensed asbestos Project Monitors to monitor exposure levels and to verify adherence to project specifications during the performance of abatement activities. If problems arise, EnviroScience's Project Monitor will notify the Construction Manager/Owner, who will have the authority to stop the abatement work at any time it is determined that conditions are not within the specification, or that a health hazard might exist for other employees or building occupants, or that the potential exists for contamination of the environment.

The Project Monitor's specific duties on-site will include:

- Document that the asbestos abatement contractor is adhering to standard procedures identified in the project specification during abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, building occupants, and the environment.
- Periodically collect and analyze air samples by Phase Contrast Microscopy (PCM) on-site to evaluate airborne fiber levels in the work area as well as areas adjacent to abatement activities, to assure proper engineering controls are in place and/or to document airborne fiber levels.
- On a routine basis, check containment barriers for separation, ensure adherence to standard operating procedures, implementation of proper engineering control systems and HEPA exhaust system, respiratory protection system, and any other aspects of the abatement process that may impact the health and safety of the people and the pollution of



Mr. John McCarthy
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the environment. The monitoring frequency will be determined by our Project Manager based on good professional judgment.

3. Post Abatement and Re-occupancy Clearance Air Testing

In conjunction with the abatement contractor's superintendent, complete a visual inspection after final cleaning of each abatement work area to ensure that ACM has been effectively removed as required in the project specifications. After inspecting a number of locations, a decision will be made whether to complete a detailed inspection. If the presence of asbestos is determined during the random inspection, the contractor will be informed that complete re-cleaning is necessary before any further inspection can occur. Once a detailed inspection is initiated, then spot cleaning by the contractor will be in order. Once certified as clean, the asbestos abatement contractor will be allowed to begin a "lockdown" procedure in the work area.

After completion of visual inspection and lockdown procedures, the Project Monitor will perform aggressive air sampling using clean leaf blowers or fans to certify that the work area meets clearance airborne fiber levels as required by the project specifications. Samples will be collected on a 25-millimeter filter cassette and will be 1,200-liter minimum with a maximum flow rate of 12 liters per minute. The work area will be certified as clean when total airborne fiber concentrations are not greater than 0.01 fibers/cubic centimeter of air (f/cc) using PCM. If State of Connecticut asbestos abatement criteria require TEM analysis, EnviroScience will arrange for a 24-hour turnaround with EMSL Analytical, Inc. in Westmont, New Jersey, a laboratory with which we have subcontractor arrangements.

After clearance is obtained, our Project Monitor will observe the removal of barriers and disposal of same in sealed plastic bags designated as asbestos waste and cleaned as specified. Once the area is clear for re-occupancy, a final check will be conducted in conjunction with Owner representatives to assure completion of abatement work.

4. Project Documentation

A Documentation of Records report will be prepared by EnviroScience at the completion of the project. This report will include the following:

- Introduction and summary of the project
- Methods, findings and conclusions
- Air sample data sheets
- Sample analysis laboratory reports
- Daily log sheets



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- Pre-abatement, daily and final checklists and inspection reports
- Abatement contractor certifications, licenses, medical and training records
- Contractor abatement plan and material specifications
- Permits, notifications and disposal records

D. Compliance Inspections for Lead-Based Paint

EnviroScience shall perform comprehensive lead paint inspections for compliance with the CTDPH, for the approximately seven newly proposed dwelling units in the existing building. During this process a lead inspector will conduct a comprehensive inspection of each dwelling unit interior, common areas and the building exterior. The purpose of the testing shall serve to issue letters of lead paint compliance for each dwelling unit at the site.

We shall at the time of the proposed testing have performed a determination for lead of the building prior to the planned renovation and restoration work. We shall include an interim inspection upon completion of interior selective demolition to document materials remaining prior to renovation.

Dust wipe samples will be required for each dwelling unit and shall be collected at the time of initial inspections for each unit. An estimate of approximately 15 dust wipe samples will be collected from each unit. It is anticipated that letter of compliance will be issued for each dwelling unit. EnviroScience will collect the samples for analysis by Atomic Absorption Spectrophotometry (AAS).

Project Fees

A. Asbestos, Lead-Based Paint and Named Hazardous Materials Survey

1.	Labor to include field work and report preparation	\$1,500.00
2.	Asbestos Samples:	
	Laboratory analyses by PLM (estimate 10 samples @ \$18/sample)	\$180.00
	Laboratory analyses by TEM –NOB (10 samples @ \$85.00/sample)	\$850.00



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Laboratory analyses by TCLP-Lead \$500.00
(4 samples @ \$125.00/sample)

Subtotal: \$3,030.00

B. Design for Hazardous Materials Abatement

EnviroScience proposes to complete the preparation of specifications and drawings \$2,500.00

Attend Pre-bid Meeting \$400.00

Subtotal: \$2,900.00

C. Construction Administration/Project Monitoring - Hazardous Materials

EnviroScience will provide construction administration and project monitoring services in accordance with the following rate schedule. Note a budget can be determined upon completion of design scope of services, but is dependent on the schedule of an abatement contractor and desired oversight.

We anticipate that monitoring may be limited due to the unoccupied nature of the site, but recommend a budget of approximately \$10,000 for 10 days on-site, sample analysis and management be included.

1. Project Monitoring:

For an eight hour day portal to portal during normal working hours \$595.00/day
It should be noted that work in excess of eight hours in any one day, after hours work, or weekends will be billed at \$85.00/hour

2. PCM analysis (on site for background and Final Air Clearances) \$10.00/sample

3. TEM analysis (Final Air Clearances) \$100.00/sample

4. Project Management \$150.00/hour

5. Documentation of Records Report \$500.00

NOTE: Client's request for Overnight and 2nd Day courier service will be invoiced as a reimbursable expense.



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D. Compliance Inspections for Lead Based Paint

- | | | |
|----|--|------------|
| 1. | Full initial inspection and dust sample collection and prepare letter of compliance (7 units @ \$225/unit) | \$1,575.00 |
| 2. | Lead Dust Wipe Samples (estimate 130 samples @ \$ 12.00 each) | \$1,560.00 |

Subtotal: \$3,135.00

Hazardous Materials

Estimated Total Project Budget

(includes \$10,000 monitoring budget from Item C) **\$19,065.00**

Additional Services

If requested, EnviroScience can obtain a licensed lead abatement contractor to perform selective abatement by chemical stripping of a sample window as discussed at project meeting. We would work with contractor and observe the process and collect samples upon completion to include XRF screening and dust samples. Note unit rates above for our services would apply and we would provide a 10% mark-up of actual contractor cost to retain the services of a lead abatement contractor. It is anticipated that cost of a small pilot project including waste disposal would be approximately \$2,500.

NOTE: Client's request for Overnight and 2nd Day courier service will be invoiced as a reimbursable expense.

Terms and Conditions

The attached Terms and Conditions are an integral part of this agreement.

Agreement for Services

If you are in agreement with this proposal and the attached Terms and Conditions, please indicate by signing the Authorization to Proceed and returning it to our office via fax, email, or mail.

Initiation of Services

Services will commence upon receipt of the signed Authorization to Proceed.



FUSS & O'NEILL

Mr. John McCarthy
August 27, 2014
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Please contact us immediately if you have any questions related to this proposal. We look forward to working with you on this project.

Sincerely,

Robert L. May, Jr.
President

RLM/emf

Attachments: Terms and Conditions

Authorization to Proceed

I hereby authorize Fuss & O'Neill EnviroScience, LLC to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated August 27, 2014. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of 1.5% per month thereafter. A 15% administration charge will be added to subcontract services that are billed through Fuss & O'Neill. I further understand that Chestnut Hill Associates of Simsbury, LLC will be responsible for the reasonable cost of collection.

Printed Name

Date

Signature

Title

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Chestnut Hill Associates of Simsbury, LLC (Client) and Fuss & O'Neill EnviroScience, LLC (Consultant) dated August 27, 2014 in respect of the Project described therein.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this agreement, charges for which will be based on the Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care to provide a work product that complies with such regulations and codes. Consultant cannot warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and full information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,

- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter upon public and private property,
- As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents



resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement of documents to third parties without written consent and project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent by law, defend, indemnify and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement. If it is necessary to distribute any documents to an unrelated third party, the Client agrees and will insure that:

1. The third party is bound by all of the conditions and limitations of this Agreement and related documents;
2. The third party is bound by all limitations of liability or indemnity provisions; and,
3. The limitation of liability set forth in Section 12 is an aggregate limit and the Client does not have the right or duty to apportion the limitation amount between itself and the third party.

Any or Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and the Consultant.

5.0 OPINIONS OF COST

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable total project costs and construction cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written

consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut.

8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.



9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the Project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinates and monitors their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, subject to an administrative markup of 15 percent or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death, or personal property damage caused by the negligence of the Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence.

10.2 The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of the Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with

applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 The Consultant and the Client agree that should the Consultant's services not include construction phase services, the Client shall be solely responsible for interpreting any contract documents and observing the work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Consultant, the Client shall not bring any claim against the Consultant and shall indemnify and hold the Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and the time of the Consultant, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, the Consultant's liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the Consultant's professional negligent errors or omissions shall not exceed the greater of \$50,000 or the total compensation received by the Consultant hereunder, and the Client hereby releases the Consultant from any liability above such amount.



12.0 STANDARD OF CARE

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, express or implied, with respect to the services rendered hereunder.

If Consultants services include Connecticut Licensed Environmental Professional (LEP) verification or Massachusetts Licensed Site Professional (LSP) opinion, Client acknowledges that such services are subject to regulatory audit. In rendering an LEP verification or LSP opinion the Consultant is providing a professional opinion consistent with the standard of care for LEPs/LSPs in the industry; however, regulatory agencies may require response actions beyond those that were the basis for the LEP verification or LSP opinion. Services associated with such audits or response actions can be provided by consultant at an additional cost not included in the Agreement to be mutually agreed upon between Client and Consultant.

If LSP services are provided they will be rendered consistent with 309 CMR, the "Regulations of the Board of Registration of Hazardous Waste Site Cleanup Professionals." LSP Opinions will be provided with consideration of the assumptions, limitations and qualifications of the MCP (310 CMR 40.0000) and relevant final guidance and interpretation published by the Commonwealth of Massachusetts.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the

Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, including but not limited to fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined the Agreement.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due the Consultant for services, expenses or other charges within thirty (30) days after receipt of the Consultant's statement therefore, the amounts due the Consultant will be increased at the rate of one and one half (1.5) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges. The Client shall be responsible for the reasonable cost of collection including reasonable attorney's fees.

15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event either party fails to substantially perform in accordance with the terms to this Agreement through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.



16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and the Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change. Provided the Consultant uses reasonable care, the Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to the Consultant's attention in writing before exploration commences.

18.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

19.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement.

The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which the Consultant is legally liable.

20.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide the Consultant an exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by the Client from the sales tax for any services performed or for

any tangible personal property purchased under this Agreement. In the event that the Client fails to timely provide the Consultant with such an exemption certificate within such time, the Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by the Consultant in connection with the performance of this Agreement before the Client provides the Consultant with such exemption certificate, including any sales tax paid by the Consultant to subcontractors, engineers, suppliers or any other individual entity.

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion.

22.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim.

23.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

Chestnut Hill Associates of Simsbury, LLC



Business Plan

May 2015

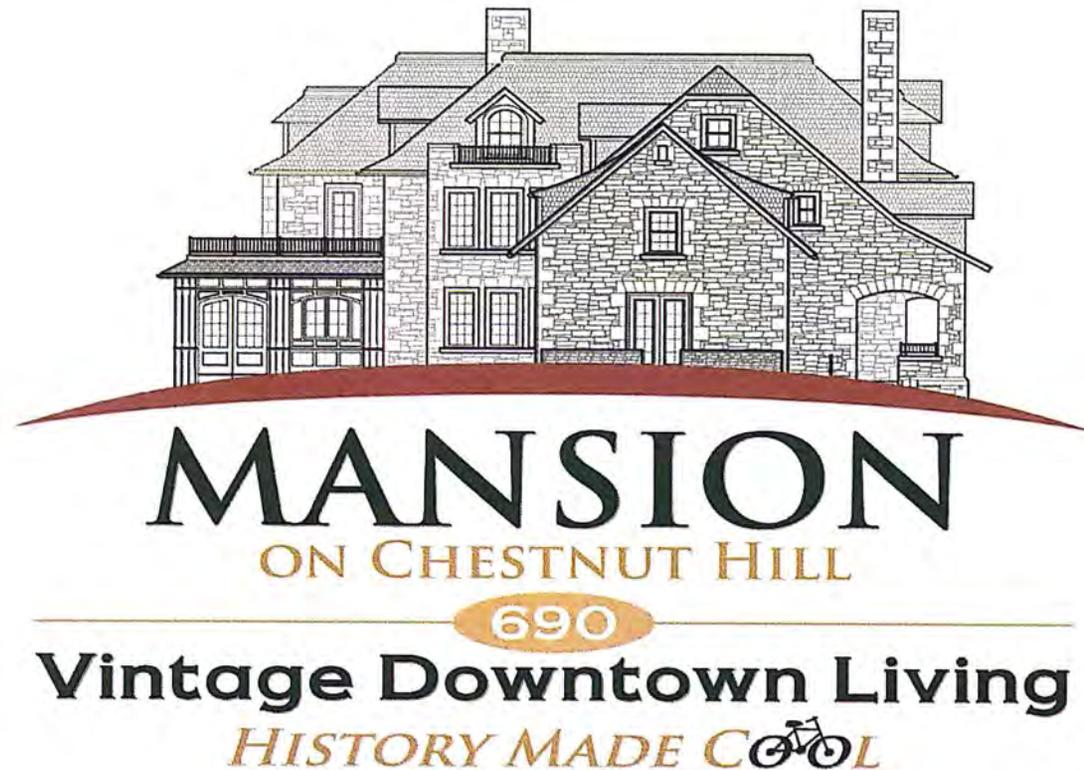
Chestnut Hill Associates Objectives

- Chestnut Hill Associates of Simsbury, LLC(CHAS) was formed in early 2013 by John McCarthy and Jackson Eno to serve as the acquisition entity and investment platform for an historic property at 690 Hopmeadow Street, in Simsbury, CT. The historical significance of the property coupled with favorable acquisition pricing, substantially below building replacement cost and embedded land value, supports the simple yet straightforward primary objectives of CHAS:
 - Restore the iconic property applying best practices with respect to community, cost-effectiveness, environment and overall renovation excellence.
 - Generate a favorable investment return to the Chestnut Hill Investment Partnership(CHIP) as a reward for backing the Chestnut Hill Associates of Simsbury with an all cash acquisition.

Executive Summary for Interested Parties for The Project at 690 Hopmeadow

- CHAS is currently seeking interested parties for The Project at 690 Hopmeadow Street in downtown Simsbury. The initial partners funded the acquisition and early engineering studies from their original capital. Now is the time for a capital event that will advance the project through the development phase.
 - CHAS has determined that the highest and best use for this historic property is rental housing for the mansion parcel. Nothing similar exists in downtown Simsbury. CHAS has separated the total project into two parcels. Parcel A is the restoration of the historic Ensign House into seven luxury rental apartments and Parcel B will be the new construction of 31 rental or “for sale” condo units on the property. This summary is focused on a rental model.
-

Building the Chestnut Hill Brand



Land Use Development Since Project Acquisition

- **Inland Wetlands** Approval for building activities in regulated area including obtaining a revision to the wetlands line to avoid inconsistencies
- **Planning Commission** Approval for the seven (7) residential units in the Mansion and for the proposed thirty one (31) residential units on Parcel B.
- **Zoning Commission** Approval for the seven (7) residential units in the Mansion and for the proposed thirty one (31) residential units on Parcel B.
- **Splitting of the Project into Parcel A and Parcel B:** (Presented to combined Zoning and Planning Commissions but obtained as of right since it is the “first” cut since zoning was implemented in Simsbury.
- **Design Review** Approval of the proposed thirty one (31) residential units on Parcel B.
- **Application for and approval to demolish the Annex and the ATM Building.**
- **Mapping of all asbestos and lead in Parcel A and the Mansion** together with plan to remediate same (plan prepared by Fuss & O’Neil).
- **Architectural Plans drawn by Crosskey Architects** – all plans approved thus far by all relevant boards, commissions and Town of Simsbury oversight departments including Town Planner, Town Building Inspector and Town Fire Marshall.
- **Building Code Modification Approval** – allows for utilization of less restrictive design constraints based on upcoming adoption of the 2012 State Building Code model.
- **State & Federal Historic Preservation Tax Credits for the Mansion** - Approval received for Part 1 Application. Part 2 Application will be submitted once construction drawings are 80% complete. Construction can commence once Part 2 Application is approved.

Development Options for 690 Hopmeadow

- CHAS has negotiated with several local banks, initially seeking a total construction loan of ~\$2M to allow CHAS to completely renovate the historic house, remove the 1960's addition as well as the ATM building on site. CHAS is applying for historic federal and state tax credits which will help reduce the overall cost of renovation and construction. CHAS projects that traditional terms for permanent financing would prevail for this investment scenario.
- Under this scenario, CHAS, upon construction loan approval, would submit some of the qualified expenses already incurred for engineering, legal, architectural and other for reimbursement. This would amount to approximately \$400,000 which could, in turn, be used to potentially fund pre-development and additional due diligence costs of Parcel B.
- CHAS desires to work with local interested parties on this Project. The Town of Simsbury is very interested in seeing the successful development and restoration of this property for many reasons. The visibility of the Project is extremely important to the Town of Simsbury as an anchor property in the downtown. Interested parties, if so desired, can be prominently listed on site signage as the Project proceeds through the construction phase.
- John McCarthy will be at your disposal to discuss any aspect of this Project at any time.

The Chestnut Hill Mission



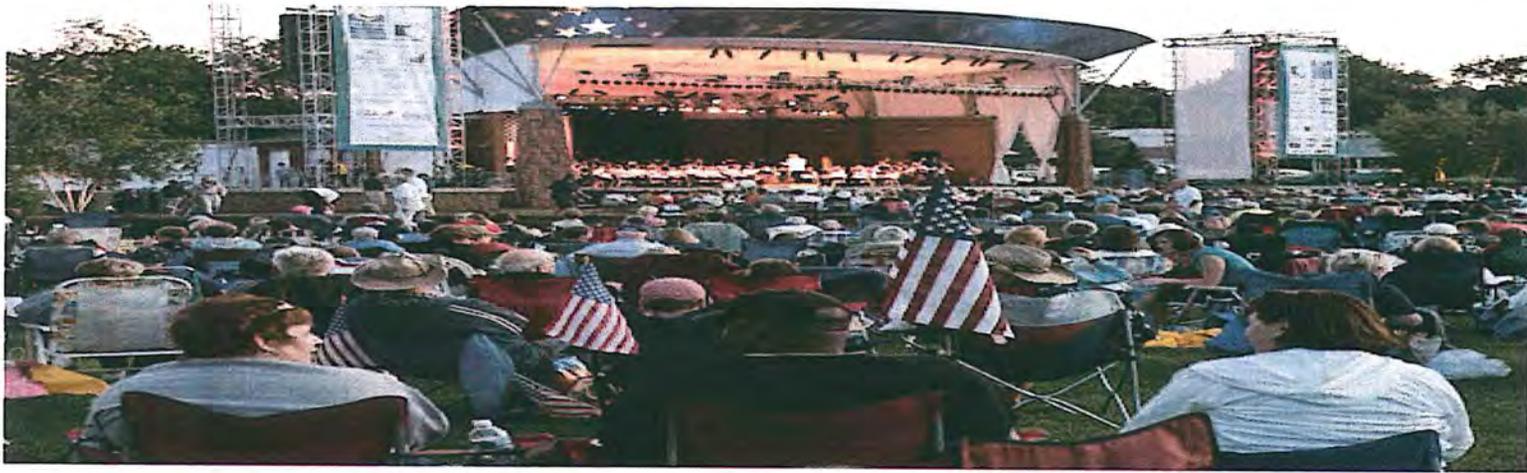
- The Mission of Chestnut Hill Associates of Simsbury is to provide an exceptional living experience and lifestyle option, leveraging the "cruise ship" features(i.e., vibrant lifestyle amenities) within Simsbury Town Center. The project will pay homage to the rich town history by respecting, restoring and ensuring the economic sustainability of the iconic building that anchors the Simsbury Center Historic District

Keys to Success



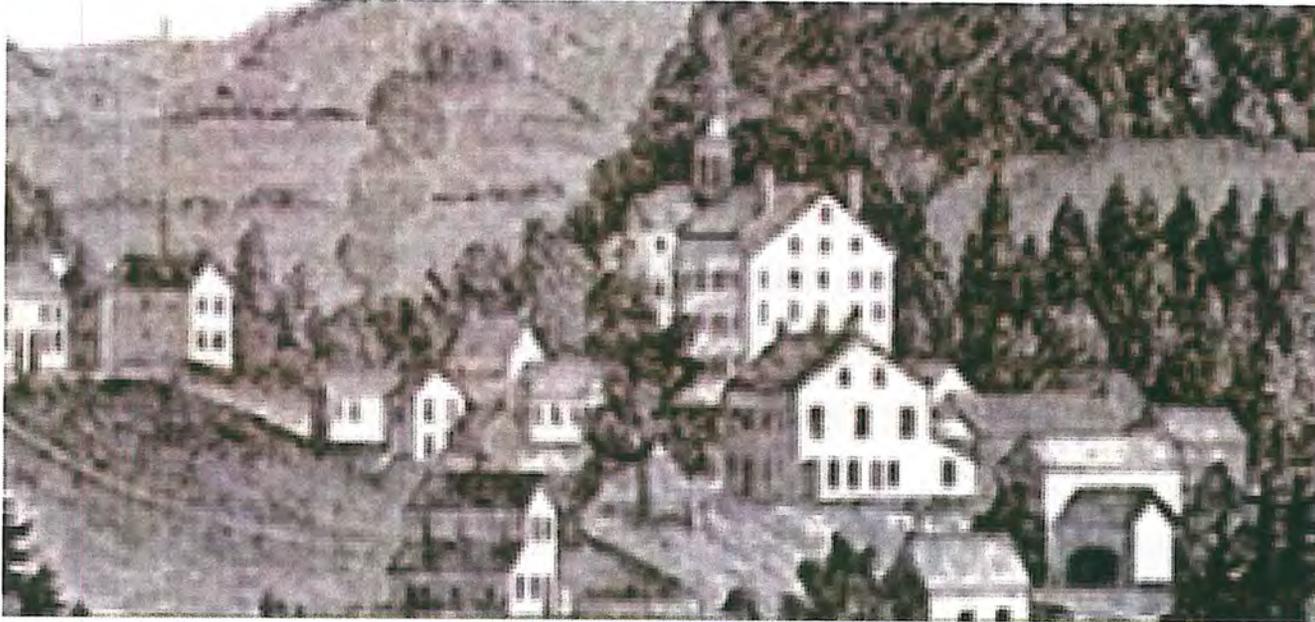
- Community Involvement: building and maintaining strategic alliances and strong reputation within the community and greater Farmington Valley
- Customer Focus: designing and developing attractive lifestyle units that appeal to active residents, especially those who love and respect history and who value excellent "vintage" adaptation

Keys to Success



- Promote the Downtown Living Opportunity: leveraging the superior location, exceptional convenience and embedded "cruise ship" amenities within the Simsbury Town Center

Keys to Success



- Avoid Unrealistic Expectations: differentiating CHAS from the traditional “box-building and price-oriented” alternative living options without over-representing the premium value proposition of Chestnut Hill living

About CHAS

- Chestnut Hill Associates of Simsbury, LLC, (“CHAS”) is the current owner of the Property at 690 Hopmeadow Street. The asset was purchased on May 13, 2013 in an all cash transaction from the immediate previous owner, Webster Bank. To date, the CHAS acquisition group has paid in one hundred percent for all acquisition costs and pre-development expenses.
- Title is owned by CHAS with John M. McCarthy as its sole Member; the funding partners own various shares by contract with CHAS and a limited partnership named Chestnut Hill Investment Limited Partnership (“CHIP”); the management of the asset is done through a general partnership currently comprised of John M. McCarthy and Gregory Stevens dba “Chestnut Hill Asset Management” (“CHAM”).

More About CHAS

- The mission of the Owner and its related entities is to both preserve the historic mansion and to repurpose the Property to make it economically and historically viable for the next 100 years.
 - The Property is the true visual, iconic, and emotional center of Simsbury, an upscale classic New England town. The Mansion is the Town of Simsbury's most iconic building and was constructed in 1905. It is the 3rd structure on this site and all buildings were designed and built by then owners of Simsbury's prime employer, The Ensign Bickford Company.
-

Origin of “CHESTNUT HILL”?

- As outlined in the 2010 project with The Connecticut Commission on Culture and Tourism, Joseph Toy, Founding Father of Ensign Bickford, called the site at 690 Hopmeadow “Chestnut Hill”:

“Citing the uncomfortable character of the original home, however, Toy eventually built a new residence, which he dubbed ‘Chestnut Hill’. Later, his son-in-law, Joseph R. Ensign, moved this house in order to construct a larger and more opulent home on the site.”



The Future of Chestnut Hill

“Our memory is a more perfect world than the universe: It gives back life to those who no longer exist”. (Guy de Maupassant)

The acquisition and development team is poised and prepared to restore this unique asset in order to “give back life to those who no longer exist” by returning the property to a “more opulent” estate...as was the intent of Joseph R. Ensign in the early 1900’s. The restoration will be strategic, well-planned, well-executed and well-balanced. The programming will honor the town’s history, create jobs, enhance Simsbury Town Center commerce and, perhaps most importantly, afford future generations the opportunity to experience historical traditions that contributed to a successful legacy, both within the Farmington Valley Region and the United States of America.

The Future of Chestnut Hill

- Chestnut Hill Associates of Simsbury will provide an exceptional "downtown" living opportunity, setting itself apart from other residential options within the town of Simsbury. Residential units at 690 Hopmeadow will be attractive, well-designed and superiorly located when compared to any other lifestyle venues within the Simsbury Town Center.
 - No other residential rental venues have the outstanding adjacencies nor can they enjoy the point of privilege of being located at the "heart" and iconic anchor of the Simsbury Historic District.
-

Simsbury Market Analysis

- The customer is expected to be a mix of active professionals of all ages, couples, singles and empty-nester move-downs.
- While the design will be geared to capture a balanced target market, baby boomers may, by an overwhelming margin, become the most likely to occupy the residential units of Chestnut Hill. The underlying fundamentals of this assumption are supported by the research of demand and demographics. (See National Demographic Trend Age 65+ section)

Simsbury Market Research Summary

- The Simsbury Market possesses a desirable balance of adequate age, income qualified and home-owner demographic base and location.
- The competitive supply within the expanded Simsbury Market (i.e., locations outside of Simsbury Town Center) specifically Mill Commons, is being successfully absorbed, indicating that the Chestnut Hill financial model is realistic, providing a stable income stream. According to Valley Press, a leading publication within the Farmington Valley and a former tenant of the property at 690 Hopmeadow, "The new Mill Commons luxury apartments are complete and near full occupancy"
- The design of Chestnut Hill, especially in light of the iconic nature of the "time-tested", i.e., circa 1905 Joseph. R. Ensign ceremonial building, is most appealing. Furthermore, this design will feature one of the best historic architects within Connecticut, William Crosskey, ensuring that the project will remain functional, cost-effective and respectful on this most appropriate site within the Simsbury Town Center.

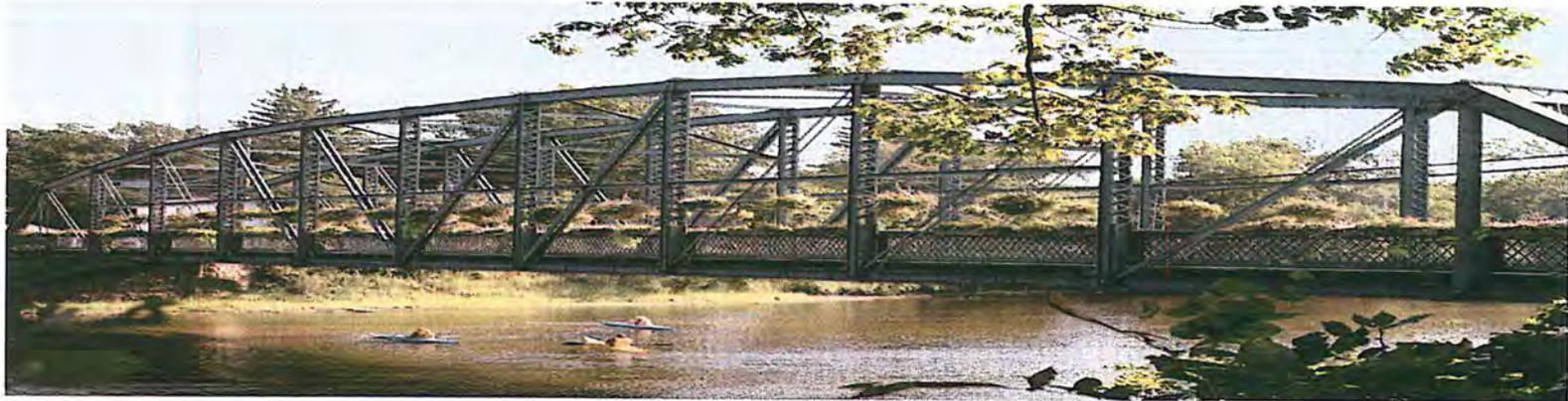
Simsbury Market Overview*

- Population ~23,500
- Households ~8,600
- Median Age ~42
- Age Distribution >50 years of age is 36% of Simsbury Population
- Median Household Income=\$116,554

*Source CERC Town Profile 2013

Farmington Valley Overview

- According to the Valley Press, Avon, Canton, Farmington, Simsbury and Granby are the core towns in which the Valley's population is concentrated. Burlington, New Hartford, Colebrook and Barkhamsted are part of the larger watershed area.
- The population of the core towns is approximately 85,000, and more than 100,000 live in the larger area.



Qualities of Farmington Valley



- While the state capital of Hartford is still a major source of employment and a center of business and cultural activity, the Farmington Valley has developed a distinct identity as a mature, upscale market that includes its own strong corporate and commercial infrastructure.*
- With quiet neighborhoods placed unobtrusively in a semi-rural setting, a relatively unhurried pace, and superb school systems, it's also among the most desirable residential communities in Connecticut.*

- Source Valley Press

National Demographics

National Demographic Trend Age 65+

- According to a prospective partner of CHAS, Urban Senior Living, the US population 65 and over will increase from 40 million in 2010 to 55 million in 2020 (a 36% increase for that decade), according to the U.S. Administration on Aging.
 - By 2050, this age group will include over 88 million seniors. The majority of the country's older population is projected to be relatively young, aged 65–74, until around 2034, when all of the baby boomers will be over 70.
 - As baby boomers are retiring, they are seeking better options in terms of residential lifestyle.
 - Most often, baby boomers seek to remain integrated into their current community, living in efficient homes, with convenient amenities, attentive service, and a worry-free lifestyle.
 - Seniors seek to live independently as long as possible.
-

Demographic Connectivity(65+)

- The 65+ demographics suggest a different approach to senior living.
- This niche living option is placed in a walkable community with ample restaurants, shopping, pharmacies, and attractions.



Active and Healthy Living

- Urban Senior Living representatives have visited the project and considered it favorable for the emerging lifestyle trend known as ***‘Mixed Use Senior Living’***



Active and Healthy Living



- Located in walkable “suburban downtown” areas of communities
- Utilizing existing amenities already used in the community, rather than building new: Grocery store, drug store, banks, hair salon, dining options
- The Farmington River Bike Trail borders the property on two sides
- Minimum 30 units, maximum 80 units, many of which should be "linear friendly" (i.e., well-designed with more wall space) apartments to allow empty nesters to downsize while keeping their most precious furniture and belongings
- Upscale, active, lifestyle-oriented residents

Chestnut Hill Prospects

- Longtime Homeowner-little or no mortgage
 - Active/Independent, possibly concerned about future driving abilities
 - Retired, lived in area most of their lives, raised family, wants to stay nearby
 - Married, Single, Divorced, Widowed
 - Income qualified
 - "History Made Cool" design features to attract younger professionals who will enjoy downtown living, adjacent bike and hiking trails and related "organic" health and fitness programming
 - Concerned with home ownership responsibilities and maintenance
 - Sophisticated, educated, intelligent consumer
 - Residents who may have significant family member involvement as co-decision makers
-

Chestnut Hill Development Overview

- Parcel A of the Chestnut Hill residential plan involves the restoration of the mansion and preservation of the expansive front lawn.
 - The overall plan will be to blend the Parcel A "vintage" units, most likely 7 recreated apartments within the iconic historical structure, with 31 new, attractive, downtown living units to be developed on Parcel B, which is the eastern and southern sections of the 3.24 acre site.
 - These 31 "new" units will be developed with a great appreciation for the original mansion, designed to pay homage to the site, but with a goal to attract a more diverse target market.
 - The theme of "History Made Cool" will promote the more dynamic aspects of Simsbury's "Adventure, Charm and Heritage" campaign.
 - The respect for the Simsbury Historical District coupled with the Town Center's "1st of it's kind" lifestyle programming should attract both the established yet growing baby boomer/urban senior market as well as the emerging professionals, whether single, married or divorced who subscribe and yearn to engage into a healthier downtown lifestyle.
-

Chestnut Hill Competition

- While there are a number of competitive residential venues within greater Simsbury, the Chestnut Hill residential units will enjoy a unique point of privilege not previously offered within the Simsbury Town Center.
 - CHAS has identified several potential forms of competition, Mill Commons and King's Ridge, both of which are located outside of Simsbury Town Center, and a lower quality venue called Meadow View, located at the northern end of Simsbury Town Center.
-

Chestnut Hill Distinct Advantages

The CHAS Competitive Market Analysis(CMA) for Simsbury Town Center concludes that there is no real competition for the Chestnut Hill project because the potential competition lacks some or all of the following project attributes:

- ✓ Superior Site Quality
- ✓ Superior Location
- ✓ Cruise Ship Amenities and Immediate Adjacencies
 - ✓ Iconic Asset as Anchor
 - ✓ Ensign House Communal Reputation
 - ✓ Historical Significance
- ✓ Attractiveness to Targeted Demographics
 - ✓ Asset Quality
- ✓ Town Engagement and Interest

Chestnut Hill Development Team

- **Jackson Eno** was a founding member of this unique Chestnut Hill investment and redevelopment opportunity. Mr. Eno passed away on April 15, 2015 but he left a tremendous legacy within the Town of Simsbury. Jackson served on the board of directors of Simsbury Main Street Partnership, was a past vice president of the Simsbury Historical Society and also served on the board of the Pinchot Institute for Conservation. Mr. Eno was a founding member and CEO of the Simsbury Bank and Trust and most recently as vice president at Merrill Lynch, E&M Group. On May 18, 2015, Jackson was recognized posthumously for his lifetime of community service and was awarded, most deservedly, the title of “Simsbury Hometown Hero”.
- Jackson’s partner within The Project is **John McCarthy** who has a national reputation in Real Estate Development, Asset Restoration and Business Recovery. Mr. McCarthy was formerly the President of Liberty Hospitality Group (a subsidiary of Liberty Mutual Insurance Company). In addition to overseeing other real estate assets for Liberty, he was responsible for the Sanibel Harbour Resort and Spa in Florida when Hurricane Charley hit in August 2004. Hurricane Charley severely damaged this 400 room upscale resort. With his personal presence and leadership, Mr. McCarthy led the \$45M restoration and recovery of the resort to “better than before” status in record time and with minimal dislocation for employees and guests.
- Throughout the hotel, resort and real estate industry, Mr. McCarthy’s methods have become the touchstone of “best practices” in preserving and restoring assets. Mr. McCarthy has become a published author on this subject and he is the managing development partner for Chestnut Hill.

CHAS Project Management

- **John Sokol** is co-founder of Harbor Constructors, Inc. Prior to this, he was the owner of Construction Advisors, a consulting firm which provided project management and owner's rep services to the commercial real estate industry for 15 years. John has successfully managed the completion of over 325 commercial real estate and construction projects during the last 33 years. These projects comprise approximately 5 million square feet and nearly \$450 million in project value. He holds a B.A. degree from Central Michigan University, and is a LEED Accredited Professional as well as certifications in IICRC training in ASD, FSRT, UPH and WRT.
- **Ray Franks** is co-founder of Harbor Constructors, Inc. Prior to this, he was a Division Manager for one of Tampa Bays' premier general contractors, overseeing multiple new construction and renovation projects. Ray has successfully managed the completion of over 200 commercial real estate and construction projects during the last 20 years in Florida, Michigan, North Carolina, Ohio, and Tennessee. These projects comprise approximately 2 million square feet and \$300 million in project value. Ray served in the United States Army, including service in Saudi Arabia and Iraq during Operation Desert Storm. He majored in Business at the University of Georgia, holds a Certified General Contractors License in the State of Florida and is a LEED Accredited Professional and certified in IICRC training in ASD, FSRT and WRT

Crosskey Architects LLC

- Crosskey Architects LLC is an award-winning design and historic preservation practice established in 1984.
 - The firm is experienced in both large and small projects, new construction and renovations and member of US Green Building Council
 - Founder Bill Crosskey remains actively involved in all projects and phases and has won accolades as Architect of Record and/or Historical Architect for dozens of properties on the National Register of Historic Places
-

690 Hopmeadow Photos



Croskey Architects
One Union Plaza • Hartford, CT 06103
T: (860) 734-3000 F: (860) 724-3015

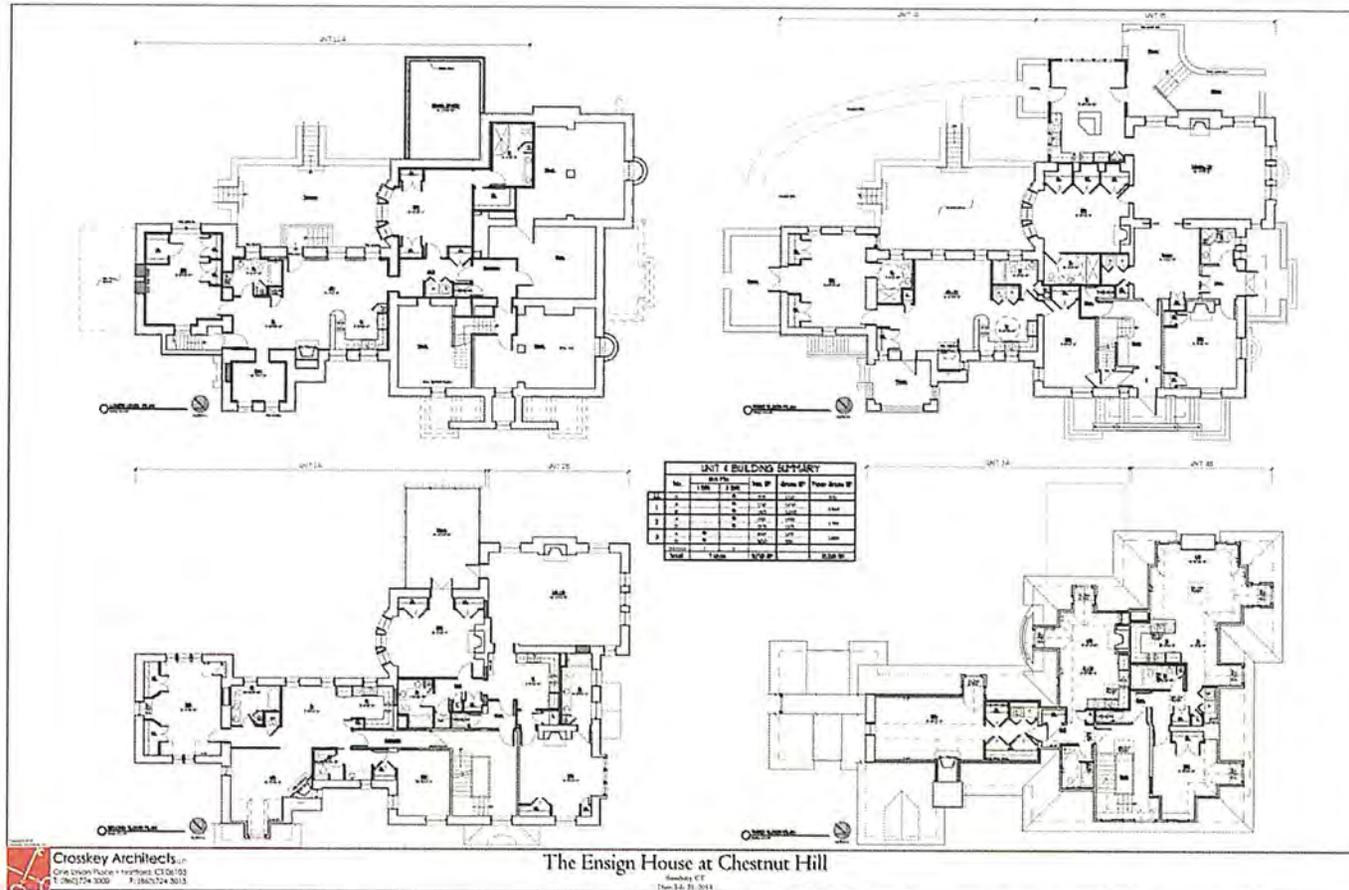
The Ensign House at Chestnut Hill

Sanbury, CT
Photo: July 21, 2014

Mansion Elevations



Mansion "Vintage" Floor Plans

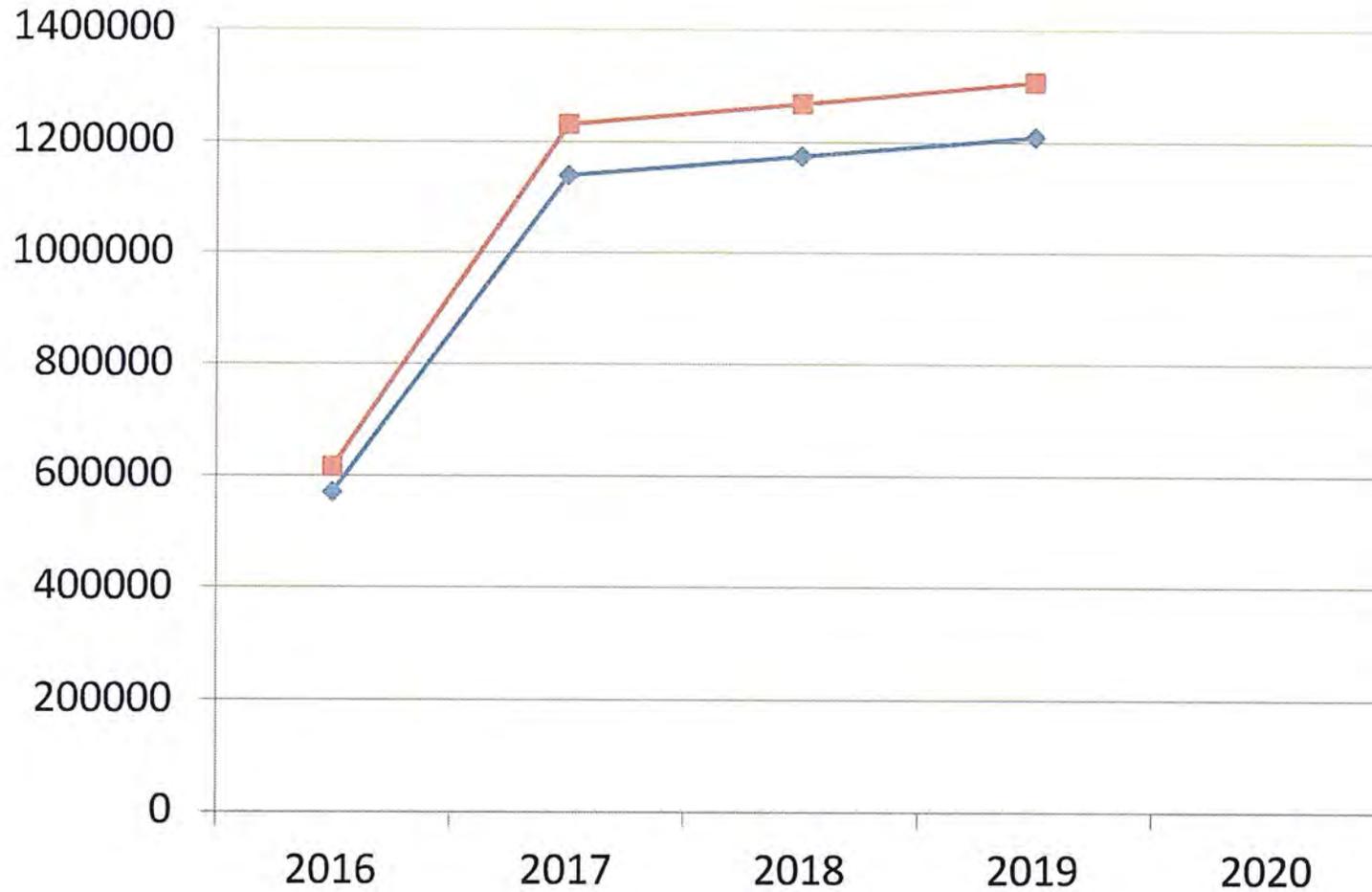


CHAS Rental Projections

Assuming 38 units with monthly per unit rental range of \$2.5k-\$2.75k

~3-5% vacancy & credit loss

Growth rate of ~3-4%

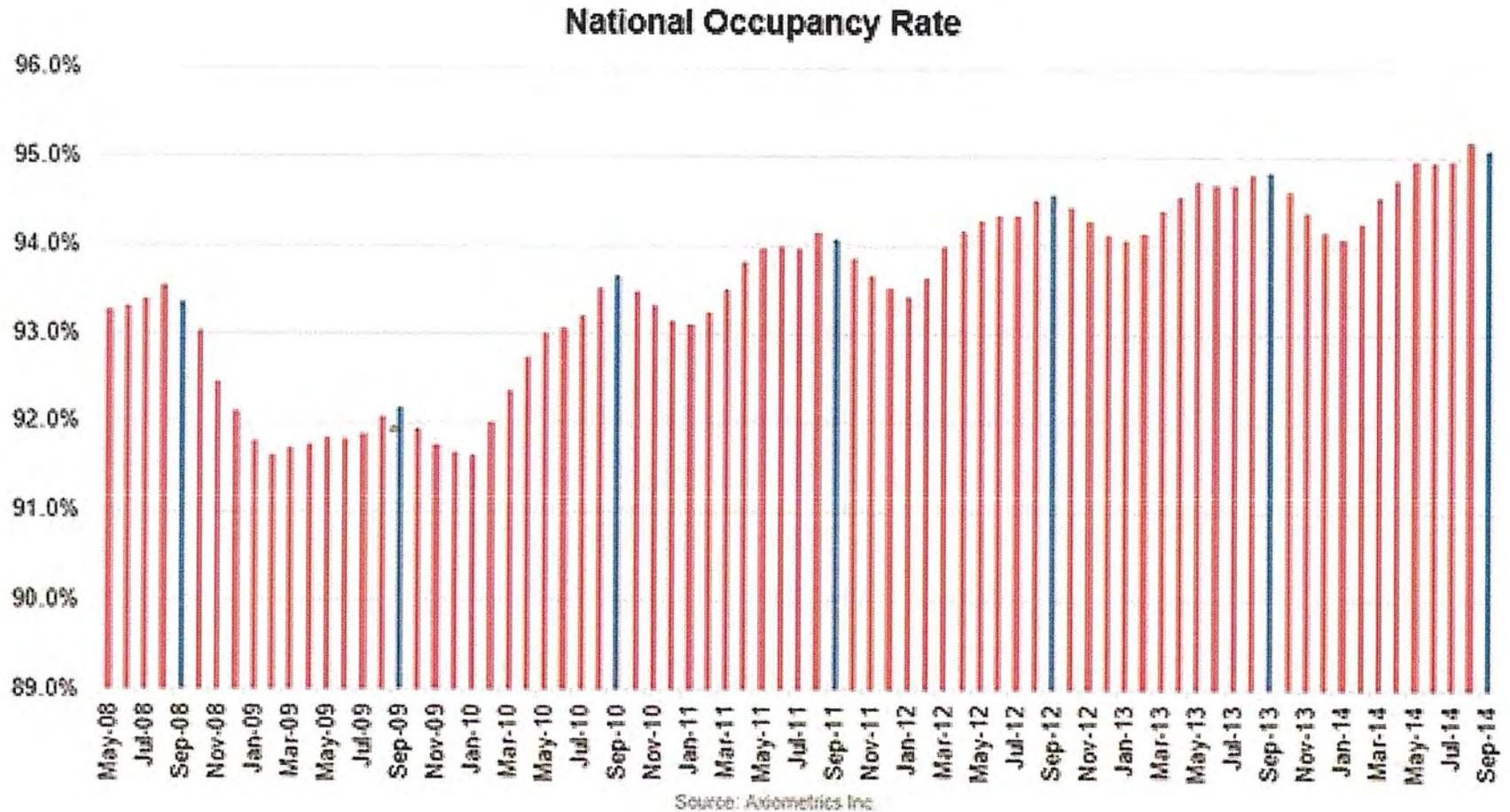


National Rental Rate Growth

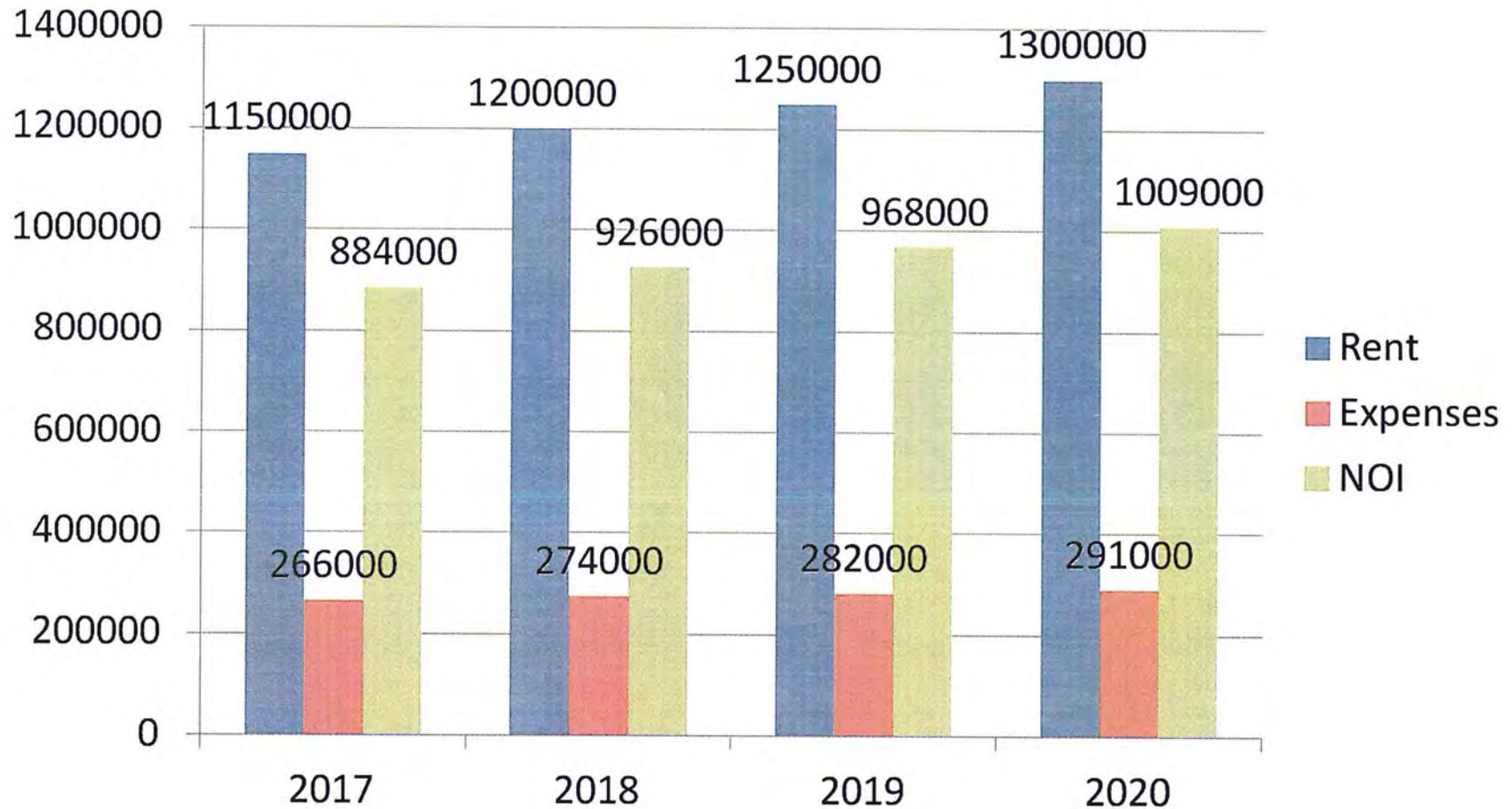


Source: Axometrics Inc.

National Rental Occupancy



CHAS Financial Projection



National Apartment Investment Outlook

According to the National Real Estate Investor:

- Investors are paying high prices for apartment properties because of the growing fundamental strength of the real estate. Vacancies are very low across most major U.S. metros, averaging between 3 and 4 percent in most markets. Rents continue to grow at a healthy clip, which has prompted a surge of new construction.
- “In many markets demand is likely to continue to outpace supply, even with new inventory coming on-line,” says Sharga. For example, young adults are choosing to rent apartments for longer periods of time, rather than buying single-family homes. “It suggests that the apartment sector is going to continue to be strong for the foreseeable future,” Sharga notes.
- Other market watchers also chart big gains for multifamily properties. CoStar’s U.S. Multifamily Index reached its prerecession peak in the third quarter of 2014, and was 1 percent above its 2007 high in September. Multifamily pricing continues to rise, growing 4.5 percent in the third quarter of 2014 alone, according to CoStar. The Prime Multifamily Metros Index, which surpassed its previous peak in March 2013, is now 14.6 percent above the 2007 levels.

Source: “National Real Estate Investor” November 25, 2014

Construction Cost Estimates

- CHAS will share summary and detailed cost estimates with interested parties as it deems appropriate
 - Contact Arnold C. Sholovitz Esquire
 - 1-(860)-658-2578
-

**Statement of Purpose
for the
Simsbury Business Incentive Program**

In an ongoing effort to attract, retain and expand local businesses, the Town of Simsbury has adopted an incentive and abatement program. Created in accordance with Connecticut General Statutes 12-65b and 12-65h, the program allows the Town to enter into written agreements with owners and/or lessees of certain real property where targeted businesses are located or could be properly located in accordance with adopted plans in certain locations in Simsbury.

The decision to approve a request for tax abatement or any benefit described in this Policy is within the sole and exclusive discretion of the Simsbury Board of Selectmen. The filing of an application under this Policy or any recommendation of the Business development Committee or any other Town Agency is not binding on the Board of Selectmen and creates no rights for the applicant or any obligation for the Town.

This Business Incentive Program is completely separate from the statutorily required local land use approval process.

ADOPTED 6/22/15
Resolution Regarding the Establishment of a
Business Development Incentive Policy
("the Policy")

WHEREAS, The Board of Selectmen of the Town of Simsbury seeks to encourage the growth and expansion of resident businesses as well as the initial location of specific types of businesses within the Town of Simsbury; and

WHEREAS, to help accomplish this goal the Town of Simsbury, acting through its Board of Selectmen, hereby establishes a process to take advantage of available economic development incentives as found permissible by the Connecticut General Statutes, and

WHEREAS, the Town may offer qualified applicants temporary tax abatement pursuant to CGS § 12-65b. and § 12-65h., and

WHEREAS, the Town may also offer applicants other incentives as included herein if the proposed new development or expanded existing development are deemed to be in the best interests of the Town as described in this Policy, and

WHEREAS, the Town acting through the Business Development Committee (BDC) will review specific business development incentives on a case-by-case basis and will base the decision to grant any incentives to any specific project applicant on the requirements of this adopted policy and the overall best interests of the Town based on the required application materials, and

WHEREAS, in the event of unusual or extraordinary circumstances presented in writing by the applicant, the Business Development Committee may recommend to the Board of Selectmen approval of the waiver, if requested in writing by the applicant, of any requirement contained in the Policy so long as the development is found to be consistent with the stated goals and objectives of Simsbury's adopted economic development plans.

NOW THEREFORE BE IT RESOLVED, that the following program of incentives is hereby adopted and shall be implemented as indicated hereafter:

THE TYPES OF BUSINESSES or INDUSTRIES TARGETED BY THIS POLICY:

The Business Development Incentive Policy Program will be used to target the following types of high quality businesses that generate substantial tax revenue to the Town of Simsbury:

1. Corporate headquarters and satellite offices
2. Retail uses
3. Campus-style office development
4. Research and development and high technology and information technology facilities, especially those which are environmentally sustainable.
5. Manufacturing facilities as defined in Chapter 588 of CGS. (CGS 12-81, Subdivision 72 defines mfg. facilities.)
6. Existing Simsbury business expansion as defined in §12-65b(b). including office use, retail use, permanent residential use, transient residential use, manufacturing use, warehouse, storage or distribution use , structured multilevel parking use necessary possibly in connection with a mass transit system, information technology, recreation facilities, transportation facilities, or mixed- use development as defined in Section 8-13m. In order to be eligible the business use must be consistent with the list of types of businesses or industries targeted by this Policy (on Page 3).
7. Mixed Use Development which contains at least 25% of its floor area designated for commercial use if combined with a specific plan for the timely, acceptable, sequential development of the entire site and located in the Simsbury Town Center Code area, and existing area zoned for business use, an approved Planned Area Development (PAD) Zone or in an established Village District.
8. New or existing recreational or entertainment businesses which are in keeping with an adopted goal or plan.

The Town is interested in attracting sustainable businesses which will:

1. Generate additional tax revenue through real estate and/or personal property taxes
2. Provide lasting employment opportunities.
3. Provide high quality goods and services
4. Improve the aesthetics of the community or a particular area of the community so designated for such development.
5. Occupy, use and/or preserve a historic site.
6. Provide desirable recreational and entertainment opportunities.

The following types of enterprises shall receive priority in consideration for recommendation for abatement or incentives as outlined in this policy:

1. Those within targeted locations as identified in this Policy, the current Comprehensive Plan or adopted Economic Development Plan.
2. Those proposing a project that forwards a stated goal or objective which will bring about a substantial, positive impact on the Grand List.
 - a. For new businesses a substantial impact will be defined as contributing at least an additional one and one-half (1.5) million dollars in real estate value to the grand list.
 - b. For those businesses that are expanding and meet the above criteria as defined and contributing a minimum *increase* of one (1) million dollars in real estate value to the grand list or an *increase* of 50% of the current real estate value, whichever is greater.

TAX ABATEMENT SCHEDULE*

Minimum Investment	Period of Abatement Not More than
(1) Not less than \$3 Million	7 years
(2) \$500,000 - \$2,999,999	2 years
(3) Equal to 50% of the increase in the assessment	3 years
(4) For retail businesses: To be set by Ordinance	To be set by Ordinance

* Maximum abatement possible, may not be granted for all applications. Percentage abatement applies to the increase in assessment. (example: 50%/40%/30%)

* Varies based on specifics of application and determination of positive contribution to town.

BUSINESS DEVELOPMENT INCENTIVE GUIDELINES:

Overview and Background:

- A. The objective of offering a tax abatement or business development incentive as stated in the Purpose above is to encourage the attraction or expansion of specific types of businesses through the establishment of a public/private partnership, which results in growth expansion consistent with the Town of Simsbury’s adopted plans, codes or regulations.
- B. Any proposed abatements or incentives are subject to final approval by the Board of Selectmen after referral to the BOS by the Business Development Committee.
- C. The Board of Selectman, in adopting these incentive guidelines hereby establishes the following objectives consistent with adopted plans and sound economic growth.

The project must:

1. Provide a clear benefit to the Town as determined by:
 - a. Staff review of application facts and completeness, based on program policy, objectives and guidelines, and
 - b. Recommendation of the Business Development Committee, and
 - c. Approval of the Board of Selectmen.
2. Create substantial, long term tax base growth.
3. Provide stimulation of the local economic conditions for existing businesses, and the development of future related or unrelated industry groups.
4. Accomplish community goals as stated in the current Comprehensive Plan, Plan of Conservation and Development or adopted economic development plan.
5. Must have a solid financial base and growth potential as determined by the Director of Finance.
6. Have parent or subsidiaries of businesses which are the subject of or connected to such applications which must have a satisfactory record of environmental compliance as may be documented, or not, by Connecticut Department of Energy and Environmental Protection (DEEP).

BUSINESS DEVELOPMENT INCENTIVE MINIMUM REQUIREMENTS:

1. The proposed project is a permitted use, or may be permitted by the Zoning Commission through a process established in the Simsbury Zoning Regulations. If rezoning is required, the abatement/incentive may be conditional.
2. Delinquency in any fees or taxes that have not been waived and that are otherwise due to the Town of Simsbury from the applicant or any related entity shall render the applicant and application ineligible.
3. If the end user of the proposed facility is a lessee, tax benefits must be clearly reflected in the lease as accruing to the Applicant entity for at least the term of the abatement period.
4. Applicant must not be in violation of any law, regulation or agreement with town, state or federal government, notwithstanding any tax lien with governmental forbearance.
5. Applicants must be committed to make a significant investment in new or renovated real property in Simsbury.
6. Applicant's project must provide new employment opportunities or enhancement to the tax base or encourage technological innovation and/or investment and address a goal(s) or objective identified in the Town's adopted plans.
7. A statement is to be provided by the applicant as to the ownership structure of the real property, personal property and operating company including information as to the ownership of any applicable subsidiary companies.
8. There is a firm commitment to remain in the Town beyond the length of the abatement or other incentive period, if applicable.
9. All tax obligations to the Town by the applicant must be current except in the case when the applicant is seeking approval to purchase existing tax liens.

10. The project should meet goals and objectives identified in the adopted Plan of Conservation and Development and the adopted 1995 Economic Development Strategic Plan as it may be amended.
11. An agreement entered into pursuant to this Policy shall not be subject to assignment, transfer, or sale without the written consent of the Simsbury Board of Selectmen.
12. After approval of an application by the Board of Selectmen and approval of a final site plan by the Simsbury Zoning Commission, construction shall commence within twelve (12) months and shall be completed within twenty-four (24) months unless otherwise extended by the Board of Selectmen in its sole discretion.
13. In the event that the applicant, during the period of its participation in this program:
 - a. relocates its business from Simsbury,
 - b. becomes delinquent in taxes or fees,
 - c. closes its operation, or
 - d. declares bankruptcy,

then any tax abatement or incentive benefit enjoyed by the applicant under this program shall be forfeited and the applicant shall be required to pay back all taxes that would have been assessed had the applicant not participated in the program.

14. If benefits were obtained fraudulently, the town may pursue any recourse allowed by law including prosecution and obtaining penalty fees.

TYPES OF ASSISTANCE AVAILABLE:

Tax Abatement: The assessment of the real property and all improvements to be constructed thereon may be reduced for a period of time and under the conditions set forth in the above information chart.

The period of reduced assessment shall commence with the Grand List immediately following the issuance of a final certificate of occupancy for the new or expanded construction and upon the execution of an agreement satisfactory to the Town Attorney that will set the terms and conditions of the abatement/incentive based on the established parameters.

Waiving or Reduction of Any Town Permit Fees for targeted businesses and industries:

The BDC Committee may recommend to the Board of Selectmen waiver of up to 50% of any Town permit fees or a smaller portion of such fee upon request and determination that such a fee waiver would encourage the development or expansion of quality businesses especially those of the targeted industries. The Board of Selectmen may upon recommendation of the BDC agree to waive a portion up to 50% of the entire fee as it may determine necessary to encourage the desirable development. The development must have been determined to meet the applicable desirable criteria as outlined herein. The Town and the applicant shall enter into an agreement which will set forth the terms and conditions based upon the established guidelines. The agreement shall be approved by the Town Attorney.

Infrastructure Rebate Program:

An applicant who is applying for a complying new or expanded existing business development that meets the criteria herein may also apply for a partial rebate for infrastructure which is located in the public right of way and approved by the appropriate Town Departments, Town Engineer, and the Board of Selectmen for the construction of infrastructure which the Town Engineer determines will serve a valid public purpose, be in the best long term interest of the Town and may also, in certain developments, clearly contribute to the creation of a more walkable, sustainable community. Note that only improvements that are public and are constructed in the public right of way are eligible for any potential rebate. Parking facilities, for example, which are available to the public may be determined to be eligible for this program.

The percentage rebate which may be applied to any given development under this infrastructure rebate program is to be determined and recommended by the Town Engineer. The maximum percentage of rebate is to be 50% of the cost as determined acceptable by the Town Engineer. Certification of actual cost shall be made to the satisfaction of the Town Engineer. The actual approval of the infrastructure rebate including percentage shall be determined by the Board of Selectmen and also be based on available funding.

Application Requirements and Procedures:

1. Applications shall be made to the Director of Planning and Community Development.
2. Applications shall be reviewed by the First Selectman.
3. Applications shall be referred to the Director of Finance.
4. Applications shall contain at least the information specified herein as required by this policy.
5. For purposes of reviewing these Applications, there is established a **Business Development Committee (BDC)**. The Committee shall consist of five (5) members. The First Selectman shall serve as the Chairperson of the Committee. The remaining four (4) members of the Committee shall be appointed by the First Selectman and one member shall be chosen from each of the then existing membership of the Economic Development Commission, the Board of Finance and the Zoning Commission. The remaining member of the Committee shall be chosen at large.
6. The First Selectman shall refer applications that meet the minimum requirements as set forth in this document to the BDC for consideration and recommendation to the Board of Selectmen.
7. Upon receipt of a complete Application the BDC shall report the findings and recommendations of the Committee to the Board of Selectmen for action.

APPLICATION PROCEDURE:

STEP 1:

Applicant submits a written report, application and Economic Development Impact Statement to the Director of Planning, who will then suggest to the BDC, a Business Development Incentive, based on the report, the development's direct and indirect economic and fiscal impacts and compliance with the overall Business Development Policy.

The applicant's request should include at least the following types of information:

1. Specific Assistance Requested and rationale for the request.
 - a. Tax assessment reduction specifics on a year to year basis, estimated as closely as possible.
 - b. Waiving or reduction of any Town permit fee, specifying the amount of requested waiver
 - c. Any infrastructure rebate request specifically the amount of request with all construction details.
2. Description of the project including an estimate of the number of jobs to be created and their wages.
3. Description of the applicant's business including a listing of its officers.
4. Description of the application and its products or services.
5. An estimate of the value of the proposed improvements.
6. An estimate of employment provided, full-time and part-time.
6. An anticipated project construction schedule.
7. Identification of any other public incentives, financial or otherwise, which have been requested and are included in the project financing.
8. A statement of the benefits to the Town for granting an incentive including an estimate of local taxes to be paid on a year to year basis for as long as the requested incentive lasts.
9. All other information requested by the BDC and /or per the Minimum Criteria/Information of this Policy.

STEP 2:

1. The Planning Director shall refer the application to the Business Development Committee (BDC) for review and recommendation to the Board of Selectmen.
2. The BDC shall review and discuss the application. Questions of fact shall be answered by the applicant or the Director of Planning.

STEP 3:

The BDC shall make a recommendation to the BOS on the application.

STEP 4:

Upon preliminary approval by the Board of Selectmen and at the direction of the First Selectman, the Planning Director and if applicable, the Town Engineer, will work with the applicant, and the Town Attorney to draft a legal contract that assures that all provisions of the Business Development Incentive program as preliminarily approved by the BOS will be met. Contract details will be on a case by case basis depending on the project specifics.

STEP 5:

In order for the incentives to become official, the Board of Selectmen must approve the final Business Development Incentive(s) in contract form by majority vote.

STEP 6.

The BOS shall also authorize the First Selectman to sign the proposed contract once approved as to form by the Town Attorney.

Appendix A

Application Minimum Requirements:

<u>Does the application contain:</u>	YES	NO
Specific assistance requested:		
a. Tax abatement		
b. Reduction of Fees		
c. Infrastructure rebate		
Project Description.		
Description of Business.		
Description of application products & services.		
Est value of proposed improvements.		
Employment to provided (Estimated or Actual).		
a. Full time (by year)		
b. Part time (by year)		
Estimated project relocation or construction schedule.		
Other requested incentives.		
Statement of benefits to Town.		
All other requested info.		

REVIEW DRAFT

**TOWN OF SIMSBURY
AGREEMENT REGARDING
REAL PROPERTY TAX ASSESSMENT
690 HOPMEADOW STREET
SIMSBURY, CONNECTICUT**

This Agreement is entered into this ___ day of November, 2015,
by and between the TOWN OF SIMSBURY, a municipal corporation and body politic having its corporate limits located within the County of Hartford and State of Connecticut (hereinafter the "Town"), and CHESTNUT HILL ASSOCIATES, LLC of Simsbury ("Company") a Connecticut corporation with a principal place of business at 8 Plank Hill Road, Simsbury, Connecticut.

WITNESSETH:

WHEREAS, Company is responsible to pay all real property taxes associated with the Real Property known as 690 Hopmeadow Street, Simsbury, Connecticut ("the Real Property");
and

WHEREAS, Company intends to make improvements to the land and existing structures on the Real Property, including the construction of approximately 31 units of newly constructed apartments, and 7 units of apartments within the existing Ensign House which will be located on the Real Property (the "Facility"); and

WHEREAS, the Proposed Improvements to the Facility were approved by the Zoning Commission on February 25, 2015, Application #14-48 ("the Zoning Commission Approval");
and

WHEREAS, the estimated costs to be incurred by Company in making the above-described improvements to and constructing the Facility on the Real Property will be a minimum of \$ _____; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor, will assess and value the Real Property and personal property on the Grand List of October 1, 2015; and

WHEREAS, the Town will value all the property at its true and actual value; and

WHEREAS, in the course of occupying, developing and utilizing the Real Property, Company will (a) preserve the historic Ensign-House in accordance with the Zoning Commission Approval and plans to be submitted and approved by the State Historic Preservation Office (“SHPO”); (b) add significant and substantial improvements to the Real Property through the construction of 31 new apartment units, and (c) install and/or add taxable personal property assets, such as office and business equipment; and

WHEREAS, the Town is the grantee of a certain Declaration of Preservation Restriction recorded in Volume 292, Page 446 of the Simsbury Land Records; and

WHEREAS, the Town wishes to assist Company in its plans to preserve the historic Ensign House and to add combined real property and personal property value to the Town’s tax base; and

WHEREAS, as a means of preserving the Ensign House, the Town wishes to assist Company to develop the residential development known as the “Ensign House at Chestnut Hill” according to the plans submitted and approved under the Zoning Commission Approval.

WHEREAS, in consideration of the above, the Town is willing to provide tax relief to Company pursuant to Chapter 203 of the Connecticut General Statutes for a period of seven (7) years commencing with the first date that tax payments are due under the Grand List following the date of issuance of the Certificate of Occupancy for the Facility (the “Abatement Term”); and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby covenant and agree that:

1. Preservation of the Ensign House: Company shall preserve the Ensign House by an adaptive reuse project to create seven (7) apartment units in accordance with the Zoning Commission Approval and a plan that meets the standards established and approved by the SHPO and subject to the Easements, Declarations of Covenants, and Declaration of Preservation of Restrictions as may be required by SHPO as well as construct additional improvements to the Real Property including 31 new apartment units and related site improvements (collectively, the “Improvements”).

2. Cost of Improvements: The costs for the improvements shall equal or exceed \$_____. Company will install and properly account to the Town for all taxable personal property assets added to or installed in the Facility.

3. Certificate of Occupancy: Company anticipates it will receive a Certificate of Occupancy for the Facility on or about _____, 2016, and shall actively operate or cause said Facility to operate as apartments at the Real Property for no less than the ten (10) year Operating Term from the date of the Certificate of Occupancy.

4. Employment: Company shall use its best efforts to employ or cause to be employed at least ___ full-time and ____ part-time employees at said Facility throughout the Operating Term.

5. Reduction of Assessment: Commencing with the Certificate of Occupancy, the Grand List for the period following the issuance of the Certificate of Occupancy for the Facility, the Town shall grant to Company a ____% reduction in its real property assessment such that the net effect of the reduced assessment reduces the property tax liability for the Property in the amount of \$ _____ over the seven (7) year period according to a schedule attached hereto as Exhibit A for the Real Property, including the above-described Improvements and the construction of the Facility (the “Abatement”).

6. Abatement Period: The Abatement Term shall be for a period of seven (7) years commencing with the first date that tax payments are due under the Grand List following the date of issuance of a Certificate of Occupancy for the Facility; provided, however, that if such assessment is changed by any future Town revaluation, the tax payments due under the new assessed value of the Real Property shall be adjusted for the remainder of the Abatement Term in accordance with the terms of the Abatement set forth in Paragraph 5.

7. Tax Payment: Company shall maintain all tax obligations owed by it to the Town current and in good standing during the Operating Term.

8. Certification of Value of Site Improvements: Company shall be required to provide proof via affidavit of an appropriate officer within one year after the commencement of operations at the Facility as to a) the actual value of the site improvements and that said improvements are substantially in conformance with the provisions hereof as to the scope of

construction; b) the cost of construction (a minimum of \$_____.00) and c) the number and type (full time or part time) of employees employed at such Facility.

9. Ongoing Employment Obligations: Notwithstanding anything herein contained to the contrary, Company and the Town acknowledge and agree that, while Company shall make every good faith effort to maintain and employ at least ___ full-time and ___ part-time employees during the Operating Term, economic circumstances, financial considerations, and employee transience may make it impossible to maintain precisely the level of employment described herein. Accordingly, Company and the Town acknowledge that variations in the numbers of employees will occur and may continue for unspecified periods of time during the Operating Term of this Agreement. Company will, upon request, disclose to Town its employment statistics no more than once per year. Subject to the above requirement of good faith and Company's cooperation in disclosing all efforts made to comply with the employment parameters stated herein, such variations shall not otherwise constitute a default of this Agreement provided the Facility is operating in accordance with applicable law and Company is in compliance with the terms of this Agreement in all other respects.

10. Default: In the event that Company does not perform any obligation set forth in this Agreement, specifically including the Conditions set forth in Paragraph 23 herein, for a period of at least thirty (30) days (or such longer period if the failure to perform is not reasonably corrected within such 30 days) following the postmark date of written notice of such nonperformance from the Town to Company or if Company otherwise breaches the terms of this Agreement, then Company shall be deemed to be in default of this Agreement. In the event of such default, this Agreement shall be null and void and the Company shall reimburse the Town

for all tax relief provided to Company, its predecessors and/or its assigns and the Town shall be under no obligation to grant further tax relief hereunder.

11. Legal Action to Enforce the Terms: In the event that the Town must resort to legal action to enforce the terms of this Agreement, any amount determined by a Court of competent jurisdiction to be due from Company shall be subject to interest at the rate of eighteen percent (18%) per annum. Such interest shall accrue from thirty (30) days, or such longer period if the default were not able to be cured within 30 days, following the postmark date for the notice of default described in Paragraph 10. In addition, the Town shall be entitled to recover from Company all costs of collection, including reasonable attorney's fees, incurred in enforcing this Agreement.

12. No Further Abatement: Company acknowledges and agrees that the Abatement offered pursuant to this Agreement is not binding upon the Town beyond the seven-year Abatement Term agreed to herein.

13. No Admission as to Values: Company and the Town acknowledge and agree that the values placed upon the Real Property, the Facility, and/or the Improvements as a result of the Abatement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Real Property, the Facility, and/or the Improvements.

14. Notices: All notices hereunder are to be sent by the Town to Company at the following address or to such other address as requested by Company or its successors or assigns: Company: Chestnut Hill Associates, LLC, 8 Plank Hill Road, Simsbury, CT 06070 Attention: Arnold C. Sholovitz, Esq.. All such notices shall be sent via certified mail, return receipt

requested, or overnight mail service. Notices are deemed effective upon delivery . Any refusal to accept such delivery shall still constitute the delivery of proper notice.

15. Assignment: Company may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written authorization of the Town.

16. Release of Liability: Company and/or its successors or assigns releases the Town and its agents, servants and employees from any and all liability, of whatever nature, legal or equitable, which may have arisen or which may arise in connection with this Agreement, including the implementation hereof.

17. Indemnification: Company and/or its successors or assigns shall defend and indemnify the Town and any of its agents, servants and employees against any action, claim or suit of any nature whatsoever, arising from the Town's being a party to this Agreement and/or any undertaking of its obligations hereunder.

18. Execution: This Agreement has been executed by the parties' respective agents, duly authorized and acting in his or her official capacity.

19. Amendment: This Agreement may be amended only by mutual consent of the parties, and any amendments to this Agreement shall be in writing and shall be duly executed and dated by the respective parties.

20. Complete Agreement: This Agreement represents the entire and complete understanding and agreement of the parties, and any and all prior written or oral agreements not otherwise contained in this Agreement shall be and are hereby null and void and of no force or effect.

21. Choice of Law and Venue : In the event that litigation or other dispute resolution process arises, all litigation and dispute resolution shall take place in the State of Connecticut, Judicial District of Hartford, and the Agreement shall be construed in accordance with Connecticut law, without regard to its conflict of law provisions.

22. Notice of Tax Abatement: Upon the execution of this Agreement, a copy of this Agreement or a proper “Notice of Tax Abatement Agreement” shall be filed upon the land records of the Town with respect to the Real Property.

23. Special Conditions: In addition to all other terms and conditions of this Agreement, the Town’s obligations under this Agreement are conditioned on the following (“the Conditions”):

(a) Project Financing: Company demonstrates to the reasonable satisfaction of the Simsbury Finance Director that it has private financing and state and federal grants in place in an amount sufficient to undertake and complete the project;

(b) Property Maintenance: Company demonstrates that it has maintenance contracts in place to keep the property maintained during the period of construction;

(c) Declaration of Preservation Restriction: Company shall, in writing, acknowledge and affirm that the Declaration of Preservation Restrictions wherein the Town is the grantee as recorded in Volume 292, Page 446 of the Simsbury Land Records remains and shall continue in full force and effect;

(d) Non-Transferable: As set forth in Paragraph 15 herein, Company acknowledges and affirms that this tax abatement is non-transferable and any transfer of the tax abatement to a non-related entity shall be an event of default; and

(e) Bankruptcy or Dissolution: It shall be an event of default if the Company shall make a general assignment for the benefit of creditors; or an admission in writing of its inability to pay its debts as they become due; or a filing of a petition in bankruptcy, or its adjudication as a bankrupt or insolvent; or a filing of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, Legal Requirements or regulation; or its filing of an answer admitting or not contesting the material allegations of the petition against it in any such proceeding; or seek or consent to or acquiescence in the appointment of any trustee, receiver or liquidator of Company or any material part of its properties.

In the event that the Company fails to satisfy the Conditions set forth in this Special Conditions paragraph, this Agreement shall be null and void and the Real Property as improved shall be assessed in accordance with the Connecticut General Statutes without regard to the terms and conditions of this Agreement.

24. Code of Ethics: The Company acknowledges and agrees that the Simsbury Code of Ethics, Code of Ordinances Chapter 13, shall be incorporated into this Agreement by reference as if fully set forth herein and that the Company, its officers, agents and employees shall be subject to the provisions thereof as they may apply.

SIGNATURES FOLLOW



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Proposed Eagle Scout Project – Recommendation for Approval

2. **Date of submission:** October 21, 2015

3. **Date of Board Meeting:** October 26, 2015

4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Approve the proposed Eagle Scout project of Justin Bush.

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

At their regular meeting on October 7, the Open Space Committee received a presentation from Justin Bush on a prospective Eagle Scout community project.

The proposed project is the construction and installation of wayfinding signage and trail re-blazing in the town owned Ethel Walker Woods Open Space. The signage is consistent with the recommendations of Milone and MacBroom in their report to the Town.

The Committee was very impressed with the nature of the project and the quality of the presentation. They voted unanimously to recommend this project to the Board of Selectmen for final approval. At their special meeting on October 29, the Culture, Parks and Recreation Commission also unanimously recommended this project for approval by the Board of Selectmen.

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

The project is an enhancement to our park and open space system. It will only have a positive financial impact.

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Meeting minutes from October 7 Open Space Committee meeting – page 1.

Meeting minutes from October 29 Culture, Parks and Recreation Commission meeting.

Project summary will be distributed at the meeting by Justin Bush

1 **CALL TO ORDER**

2 First Selectman Lisa Heavner called the regular meeting of the Open Space Committee
3 to order at 4:30 PM on Wednesday, October 7, 2015. The meeting was held in the main
4 meeting room of the Simsbury Town Offices located at 933 Hopmeadow Street,
5 Simsbury, CT. In attendance were the following committee members: Ferg Jansen,
6 Helen Peterson and Don Rieger. Staff included Gerard Toner, Director of Culture, Parks
7 and Recreation; Town Engineer Jeff Shea and Town Attorney Robert DeCrescenzo.

8
9 **PLEDGE OF ALLEGIANCE**

10 All stood for the Pledge of Allegiance.

11
12 **PUBLIC AUDIENCE**

13 No one spoke at public audience.

14
15 **REVIEW/ADOPT MINUTES OF SEPTEMBER 2, 2015**

16 Line 75 was changed from “Ms. Heaver” to “Ms. Heavner.”

17
18 **EAGLE SCOUT PRESENTATION -- ETHEL WALKER WOODS PROJECT**

19 Justin Bush of Troop 175 presented his proposed Eagle Scout Project to install multiple
20 trail signs and re-blaze trails on the Ethel Walker Woods property. The property has had
21 some trail blazing performed but many of the blazes are worn and faded. Bush would
22 also make wayfinding signs. Both will give users confidence as to what trail he or she is
23 on and how they interconnect. He said he thought he would install 6 to 8 signs. He
24 would use the consultant’s report and the consultant as a guide, as well as consulting
25 with Gerry Toner, director of parks and recreation.

26
27 There was discussion on color and types of blazes or possibly revising the color scheme
28 or adding maps. Bush told the commissioners he hopes to get the posts in before the
29 winter.

30
31 There was discussion on next steps, the approval process and the deadline for the
32 Scout’s project, which is in March.

33
34 **Mr. Rieger moved that the project be approved, contingent on working closely with the**
35 **appropriate town staff and consultant. It was seconded by Ms. Peterson and passed**
36 **unanimously. It was noted that the project approval is subject to approval by the Boy**
37 **Scouts.**

38



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Culture, Parks and Recreation

Culture, Parks and Recreation Commission Meeting
October 29, 2015

Eagle Scout Presentation - Justin Bush

Justin Bush distributed a 12-page report to the commission to explain his Eagle Scout project. He is proposing installing trail signs and updating blazes on seven trails—blue, orange, yellow, green, white, red, and purple—within the Ethel Walker Woods open space property. Currently, there are no trail signs, and the blazes are either faded or confusing. This project was identified by a town consultant as a way to make the trails more accessible to the public. Justin recently made a presentation to the Open Space Committee, at which his project was unanimously approved. They recommended that he consider using plastic blazing markers instead of paint. While this option would be more permanent, it would be cost prohibitive. It would also require nailing, which could cause tree damage. Instead, he is proposing using paint to blaze the trails and using a town vendor to make wood signs with trail names and direction arrows, painted in the color of each trail. He will raise funds for this project through car washes and refundable can collections. He is hoping to start before the first frost, and complete the project by next spring. Mr. Wetjen made a motion to approve Justin Bush's Eagle Scout project. Ms. Cramer seconded the motion. Except for Mr. Bush's abstention (as Justin's father), all were in favor. The motion passed. Justin will make a subsequent presentation to the Board of Selectman.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Proposed Creation of a Friends of Simsbury Farms 501-C-3 Non-Profit Organization
2. **Date of submission:** November 2, 2015
3. **Date of Board Meeting:** November 9, 2015
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Approve the creation of the Friends of Simsbury Farms, a 501-C-3 non-profit organization intended to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex.

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

At the July 23 Culture, Parks and Recreation Commission meeting, Gerry Wetjen introduced the concept of creating a non-profit organization to administer donations

toward improvements at the Simsbury Farms Recreation Complex. Mr. Wetjen created a proposed Mission Statement and By-Laws for the organization that were distributed to the Commission for their review and input. Over the next two months, both the Mission Statement and By-Laws were refined based on the recommendations of the Commission.

At their September 24 meeting, the Commission unanimously voted to recommend to the Board of Selectmen the creation of the Friends of Simsbury Farms organization, contingent upon the approval of Town Attorney Robert Decrescenzo. Attorney Decrescenzo has reviewed the documents and approved them for submission to the Board of Selectmen.

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

Since the intent of the organization is the administration of donations to the Complex, it should have a positive financial impact to the Town.

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Proposed Friends of Simsbury Farms Mission Statement
Proposed Friends of Simsbury Farms BY-Laws

The Friends of Simsbury Farms

Mission Statement

The Friends of Simsbury Farms believes that the cultural and recreational opportunities provided the Simsbury Farms Recreation Complex provides a necessary service and Recreation Facility by the Town of Simsbury.

The function of this Entity will be to provide financial assistance the Culture, Parks and Recreation Department in the areas of enhancements of the Recreation Complex for its users. In order to make effective recommendations, the Board of Directors of the Friends of Simsbury Farms shall work with and obtain detailed information on an ongoing basis from the Culture Parks and Recreation Department as to its needs for enhancing recreational activities and facilities at the Complex. The purpose of this organization is not to assume those financial responsibilities normally funded through the Recreation Department's and Town Budgets but to assist the Recreation Department when a need arises which would not be available through the normal budgeting process.

Policy and Purpose Statement

1. The Board of Directors of Friends of Simsbury Farms (Friends of the Farms) is to be appointed by the Simsbury Culture Parks and Recreation Commission who will have oversight of the activities of Friends of the Farms. The Board shall consist of seven (7) members who shall elect its officers.
2. The Purpose of Friends of the Farms is to provide a means by which citizens can make charitable donations or bequests to fund either capital or programing needs for the Farms, which would not normally be available through the Town of Simsbury's Budgeting for the Simsbury Farms Recreation Complex.
2. New areas of proposed funding will be reviewed by the Board of Directors while in their proposal stage in order for the BOD to have input into these proposals. The Town of Simsbury Director of Recreation with the approval and support of the Town's Culture Park and Recreation Commission shall provide all suggestions for consideration.
3. The Friends of the Farms will have sub-committees reporting to it, composed of members with specific interest in the area the sub-committee addresses. There will be both Department personnel and Commission liaisons on these sub-committees. The BOD will establish guidelines for these committees and will review them periodically as to the current need and function. These sub-committees will provide input to the BOD on their specific areas.
5. There will be an ongoing study to review capital improvements and expenditures relative to cultural and recreational needs of the Complex. The Culture, Parks and Recreation Director will furnish the necessary information to the BOD. Priority recommendations will be reevaluated for the budget process each year. When warranted, individual recommendations will be made to the Board of Selectmen.

Fund Raising

The Friends of the Farms seeks to provide financial assistance to the Simsbury Farms Recreation Complex. **Recreation is recognized as necessary service to the community and an integral part of Simsbury's health and welfare.**

The Friends of the Farms will set up a 501(c) (3) Non-Profit Corporation with assistance from the Town of Simsbury and its Staff. (Subject to approval of the Internal Revenue Service)

The Corporation will seek and accept charitable contributions and/or bequests for the purpose of enhancing the facilities and/or programs of the facility.

NOTE: A Master Plan for the Infrastructure needs of the Complex was implemented and completed in 2013. This plan only dealt with infrastructure and omitted other needs of the facility. In the 2015-2016 Fiscal Year the taxpayers approved addition capital improvements for the Ice Rink and Tennis Courts, which were not dealt with in the Facility's Master Plan. Additional Funding had been requested in the Town's 6 year Capital Plan to expand the Golf Course Restaurant, fund needed capital improvements for

the Golf Course as well as the Reconstruction of the Apple Barn. These as well as Normal Capital Needs of the Facility will not be items for consideration by the Friends of the Farms.

The Culture, Parks and Recreation Department provide the following basic services to the townspeople through its operating budget. (These are services, which will not be funded by the Friends of the Farms.)

1. Year round recreation programs available to all segments of the population, seeking to provide positive leisure experiences for each participant.
2. A system of parks and recreational facilities maintained and prepared for recreational level use and a continually updated capital improvement plan outlining the acquisition and development of park areas and facilities for municipal use.
3. Maintenance of all school athletics fields.
4. Qualified administrative, supervisory, and maintenance staff to administer Department's operations.

The Friends of Simsbury Farms will consider funding for the following activities at the Simsbury Farms Recreation Facility:

1. Golf Course and its confines.
2. Skating Rink
3. Tennis / Paddle Tennis
4. Swimming Pools
5. Fitness Trail
6. Additional Activities recommended by the Town of Simsbury's Culture Parks and Recreation Commission.

Friends of Simsbury Farms

BYLAWS

ARTICLE I: NAME AND PURPOSES

Section 1: The name of this organization is the Friends of Simsbury Farms, Inc.

Section 2: The purposes of the organization is to plan, form, coordinate, and monitor Charitable Donations and/or Bequests for the benefit of the Simsbury Farms Recreation Complex.

ARTICLE II: MEMBERSHIP

Section 1: As per the Organization's Articles of Incorporation the Board of Directors shall be composed of seven (7) members who shall be appointed by the Town of Simsbury's Culture Parks and Recreation Commission.

Section 2: If any vacancy occurs on the BOD during the term of any Director, said vacancy shall be filled by the CPR Commission for the remainder of said term

Section 3: All BOD appointments shall be consistent with the Minority Representation Statute, Section 9-167A of the Connecticut General Statutes as amended.

ARTICLE III: OFFICERS

Section 1: The Board of Directors shall consist of a Chairman and a Vice-Chairman as well as a member of the Culture Parks and Recreation Commission and (4) other members recommended by the Culture Parks and Recreation Commission. The Board of Directors will appoint a Secretary and Treasurer who will be officers of the Corporation.

Section 2: The officers shall be elected by the BOD itself at the January meeting and shall hold office for three years.

Section 3: If any vacancy shall occur, the office shall be filled by election of the BOD as a whole.

ARTICLE IV: DUTIES OF THE OFFICERS

Section 1: The Chairman shall preside over all the meetings of the BOD and shall be the executive officer of the organization. He/She shall represent the BOD before the public, either personally or through delegates, and shall perform all other functions usually attributed to that office. The Secretary shall insure that proper notices of meetings are communicated to the Directors and Town.

Section 2: The Vice-Chairman, in the absence of the Chairman, shall preside over meetings of the BOD and assume other executive functions usually attributed to a Vice-Chairman.

Section 3: A Recording Secretary (an officer of the entity) shall insure that accurate minutes of all BOD meetings are kept. The Recording Secretary shall insure that a log of organization's minutes is kept and will insure that all BOD members are provided copies of the minutes. The Recording Secretary shall further see that such minutes are duly filed with Town agencies and officials as necessary.

Section 4: The Board will appoint a Treasurer (an officer of the entity) to account for all funds received and/or disbursed by The Friends of Simsbury Farms.

Section 5: The Board will adopt policies for receipt and expenditures of all funds entrusted to its care to include an annual financial audit.

ARTICLE V: MEETINGS

Section 1: Regularly scheduled meetings of the Commission shall be held at least on a quarterly basis. The Chairman or a majority of the members of the Board to conduct necessary business may call additional meetings.

Section 2: Meetings shall start at 7:30 p.m. The public is invited to address the Directors on any topic related to the organization's purposes at the start of every meeting. Such time shall be limited to thirty (30) minutes unless the Board agrees to extend such time.

ARTICLE VI: COMMITTEES

Section 1: Advisory Committees to the Board may consist of such committees as may be determined by the BOD including, but not limited, to the following:

1. Simsbury Farms Complex
2. Golf Course

Section 2: All Advisory Committees shall report, as necessary, to the Board as a whole.

Section 4: Advisory Committees shall be solely advisory in nature and shall be approved and appointed by the Board as a whole. Such Advisory Committees shall serve until, in the opinion of the Board, the purpose of the Advisory Committee is accomplished.

ARTICLE VII: AMENDMENTS

Section 1: The By-Laws may be amended by at least two thirds vote of the members present at any regular meeting of the Board, provided that proposed amendments have been previously studied by the Board and that copies of such amendments have been sent to each member of the Board at least two calendar weeks in advance of a publicized meeting for the expressed purpose of bringing about an amendment.

ARTICLE VIII: QUORUM

Section 1: At **least four (4)** members of the Board must be in attendance at an official meeting to satisfy the aspects of a quorum.

ARTICLE IX: AUTHORITY

Section 1: Robert's Rules of Order shall be the parliamentary authority for the Board on all procedures not covered by the By-Laws and such standing rules as the Commission may adopt.

Section II: The Town of Simsbury's Director of Parks and Recreation shall have oversight on the Board and its actions and shall report activities of the Friends of Simsbury Farms to the Town's Board of Selectmen.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Accept a Donation From Peter Dumont for Video Equipment for Use at the Simsbury Farms Ice Rink
2. **Date of submission:** November 4, 2015
3. **Date of Board Meeting:** November 9, 2015
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

The Individual or Entity making the submission requests that the Board of Selectmen:

Accept the donation from Peter Dumont of a television and related media equipment for use by the youth hockey and high school ice teams. The equipment would allow for the teams to view training videos provided by USA Hockey and other organizations. The total value of the donation is \$900.00

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

Peter Dumont is a resident of Simsbury and a coach in the Simsbury Youth Hockey Association. He approached the Department about the possibility of donating a TV and related media equipment for use at the Simsbury Farms Ice Rink. The equipment would allow coaches to show training videos to their teams. The use of this type of equipment is often used in other rinks.

The Town's Data Processing Manager Rick Bazzano met with Mr. Dumont, Recreation Supervisor John Thibeault and me to discuss this installation. Rick approved the installation since the wireless guest network is outside of the Town's network and does not pose a security risk.

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

Mr. Dumont will assume the cost of the equipment and installation and there will not be any added cost to the Town.

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

N.A.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of Submission:**

Tariffville Fire District - Temporary Right of Entry and Easements on Property Owned by the Town of Simsbury

2. **Date of Submission:**

November 3, 2015

3. **Date of Board Meeting:**

November 9, 2015

4. **Individual or Entity making the submission:** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Jerome F. Shea, Town Engineer
Kevin Donahue, Vice President, Tariffville Water Commission

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

The Individual or Entity making the submission requests that the Board of Selectmen:

1. Authorization to enter into a temporary right of entry agreement on property owned by the Town of Simsbury to allow the Tariffville Fire District to complete necessary geotechnical investigations for the relocation of the Tariffville Water Supply Tank.
2. Authorize the execution of a temporary construction easement and adjustment to a permanent easement for construction of a new water supply tank in close proximity to the existing water tank subject to approval of the same by the Department of Energy and Environmental Protection (DEEP). The approval of DEEP is required to assure consistency with a previously executed Conservation and Public Recreation Easement and Agreement for the property.

6. Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

- i. The Tariffville Fire District would like to complete the geotechnical investigation before the winter months since site access is limited during winter conditions.
- ii. The Tariffville Fire District, Department of Energy and Environmental Protection, Town of Simsbury.
- iii. There are not any financial impacts or commitments by the Town of Simsbury for the project.
- iv. The Temporary Right of Entry, Temporary Construction Easement, and Permanent Easement documents will be reviewed and approved by Town counsel. At the present time, only the Temporary Right of Entry has been reviewed and approved by Town counsel in order to initiate the project.

7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

There are not any financial impacts or commitments by the Town of Simsbury for the project.

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

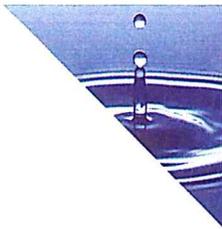
1. Memorandum from the Tariffville Water Commission of the Tariffville fire District to Lisa L. Heavner dated October 6, 2015 requesting a temporary right of entry.
2. Opinion from Robert DeCrescenzo to Lisa Heavner dated October 19, 2015.
3. Temporary Right of Entry (revised) reviewed and approved by Town counsel.

October 6, 2015

Lisa L. Heavner
First Selectman, Town of Simsbury
P.O. Box 495
933 Hopmeadow Street
Simsbury, CT 06070



Tariffville Water
Commission
of the
Tariffville Fire District
organized in 1919
www.TariffvilleWater.org



Re: Laurel Hill Easement and Agreement – Tariffville Water Supply Tank

Dear Lisa:

As you are aware, the Tariffville Water Commission of the Tariffville Fire District (TFD) has been working towards a solution to address their aging water storage tank. The Preliminary Engineering Report referenced in your letter of September 1, 2015 has been accepted by The Department of Public Health. They also accept the recommendation that the tank needs to be replaced. A copy of the acceptance letter dated September 22, 2015 is enclosed.

The next step is to determine if the site identified for the new tank is viable. In order to do so, we need to survey the site and conduct non-invasive geotechnical investigations including subsurface borings. These activities may require limited clearing of the land to provide access to the tank site by hired subcontractors. Borings will be completed in the area of the proposed tank, as shown on the attached map. Additional borings will be completed around the existing tank, within the area of the existing TFD easement.

The Conservation and Public Recreation Easement and Agreement (herein the Agreement) between the Town of Simsbury and the State of Connecticut through Department of Energy and Environmental Protection (DEEP) (formerly the Department of Environmental Protection) grants an easement for the Laurel Hill property from the Town of Simsbury to the State of Connecticut. In reference to uses, the Agreement states in the sixth "WHEREAS" paragraph of the first page that "...for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water." In addition, the Agreement states in Section 2 Part a) that the "...Grantor reserves the right to maintain...other minor surface alterations..." Based on these provisions, we conclude that the Town has the authority to grant us permission to proceed with the non-invasive geotechnical investigations within the easement granted to the State of Connecticut.

The purpose of this letter is to request concurrence from the Town of Simsbury that the proposed geotechnical investigations are permissible under the existing Agreement without the need for a temporary easement or other consent from DEEP and that the Town grants the TFD permission to commence with the investigations. Once the site is deemed viable for construction, the project will be designed and bid. Before construction, we will prepare a temporary construction easement for the project and a permanent easement for the water infrastructure, each of which need to be granted to the TFD by the town, and as may be required by the Agreement, DEEP.

The enclosed map shows the easement area granted to the TFD for the existing tank, the proposed limit of clearing required for construction and the proposed boring locations.

If you are in agreement with us and grant us permission to proceed with the geotechnical investigations, please sign in the designated area below and return this original to: Tariffville Water Commission, P.O. Box 66, Tariffville, CT 06081.

These activities are necessary to support the design of a new tank that will provide long-term, reliable, potable water service to the residents and businesses of Tariffville.

Please contact us with any questions.

Sincerely,



Kevin Donahue
Vice President, Tariffville Water Commission

10/6/15

Lisa L. Heavner
First Selectman, Town of Simsbury



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

September 22, 2015

Walter Banzhaf
Commissioner
Tariffville Water Commission
7 Church Street
Tariffville, CT 06081

PWS Name: Tariffville Fire District Water Department
Town: Simsbury
PWSID: CT1280011
DWS Project No.: 2013-0125
Project: DWSRF – Water Storage Tank Improvements

RE: Engineering Report Acceptance

Dear Mr. Banzhaf:

The Department of Public Health (DPH) has reviewed the engineering report for the Water Storage Tank Improvements project submitted by Woodard & Curran on behalf of Tariffville Fire District Water Department. Based on our review, it appears that the applicable regulatory requirements set forth in Section 22a-482-3(a) of the Regulations of Connecticut State Agencies (RCSA) have been met. The DPH is also in receipt of a Condition Assessment Report of the storage tank, dated June 3, 2015, and submitted on August 7, 2015. This report has been submitted to the department in accordance with RCSA Section 19-13-B102(f)(5)(c).

Based on the above, the DPH accepts the recommendations identified in the engineering report received August 7, 2015 and supplemental information submitted on August 13, 2015 and August 18, 2015. Therefore, the Tariffville Fire District Water Department, who refer to themselves at the Tariffville Water Commission (TWC) should proceed with developing a Work Order to draft the technical documentation (i.e. plans, pre-bid specifications, and supporting materials, etc.) for this project.

Please be reminded that approval from the DPH must be obtained prior to the execution of any Work Order pursuant to RCSA Section 22a-482-4(i) for such technical documentation of this project. Upon receipt of this approval, the TWC should proceed with drafting the technical



Phone: (860) 509-7333 • Fax: (860) 509-7359 • VP: (860) 899-1611

410 Capitol Avenue, MS#51WAT, P.O. Box 340308

Hartford, Connecticut 06134-0308

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Affirmative Action/Equal Opportunity Employer

Walter Banzhaf
Engineering Report Acceptance – Water Storage Tank Improvements
September 22, 2015
Page 2 of 2

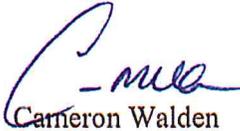
documentation (i.e. plans, pre-bid specifications, and supporting materials, etc.) for this project and submit the project package to the DPH for review and approval.

Please be reminded that approval from the DPH must also be obtained prior to starting the project construction pursuant to RCSA Section 19-13-B102(d)(2). In addition, the proposed sites for the storage tank must be verified prior to finalizing the design of these facilities to ensure the sites are above the 100-flood elevation pursuant to RCSA Section 19-13-B102(d)(1). Necessary permits [i.e. Sale of Excess Water, Water Company Lands, Diversion, etc.] from other state and local agencies must be obtained prior to starting the project construction.

Nothing contained in this letter shall constitute a commitment by the state to make a project loan to you under the DWSRF program.

If you have any questions or need any assistance, please do not hesitate to contact Julie Silva of this office.

Sincerely,



Cameron Walden
Supervising Sanitary Engineer
Drinking Water Section

Cc: R. S. Madigan / K. Donahue, TWC (via e-mail)
D. Iannicelli/ J. Sheehan/ S. Beauchemin, W&C (via e-mail)
T. Chyra/ J. Czaja, DWS (via e-mail)

Figure Exported: 6/26/2015 By: staylor Using: \\wsh\shared\Projects\225993 Tariffville Water District - New Tank\wp\GIS\Preliminary Engineering Report\Figure 2-4.mxd

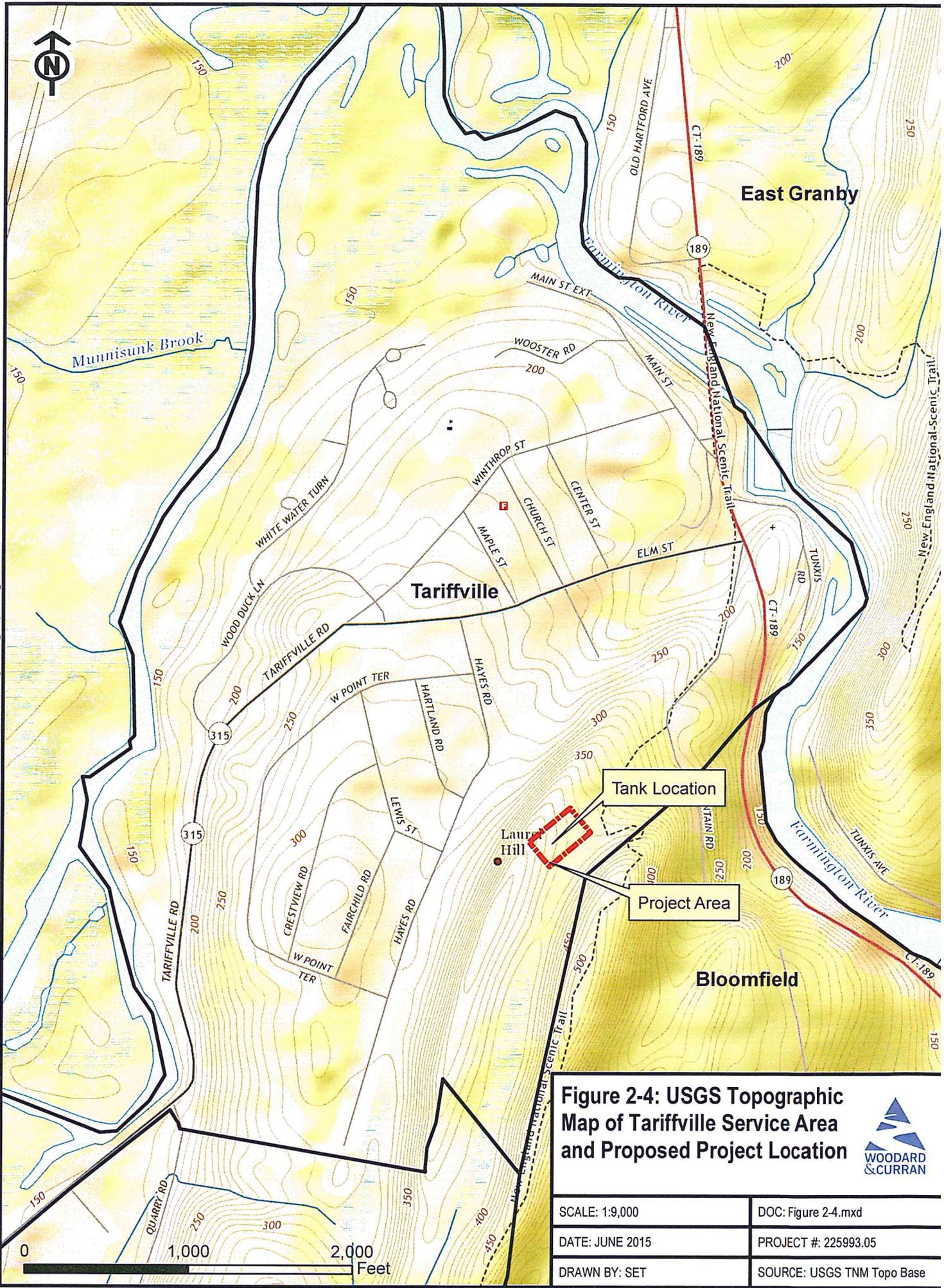


Figure 2-4: USGS Topographic Map of Tariffville Service Area and Proposed Project Location



SCALE: 1:9,000	DOC: Figure 2-4.mxd
DATE: JUNE 2015	PROJECT #: 225993.05
DRAWN BY: SET	SOURCE: USGS TNM Topo Base



Land Acquisition & Management Division
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

VOLUME _____
PAGE _____

**CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT
MUNICIPALITY OF SIMSBURY LAUREL HILL PROPERTY OSWA-349**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, The Town of Simsbury holds title to 59.68 ± acres of real property in the territorial limit of the Town of Simsbury, formerly of Estate of Maurice R. Gersten, late, of the Town of Simsbury, Connecticut.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to regionally significant water related recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Simsbury is consistent with the DEP's conservation and preservation interests, and the Town of Simsbury has a shared interest with DEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through the Commissioner of Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Simsbury;

WHEREAS, the Town of Simsbury and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Simsbury.

NOW, THEREFORE, the TOWN OF SIMSBURY, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (the "Grantor"), for One Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Simsbury, County of Hartford, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

3) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this

Conservation Easement. Holder is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation and Public Recreation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation and Public Recreation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation and Public Recreation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation and Public Recreation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation and Public Recreation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation and Public Recreation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation and Public Recreation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation and Public Recreation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation and Public Recreation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation and Public Recreation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation and Public Recreation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

REMAINDER OF PAGE IS BLANK.

SCHEDULE A

The land upon which The Town of Simsbury is placing a permanent Conservation Easement is described further by means of the following property description.

A certain piece or parcel of land situated in the Town of Simsbury, County of Hartford and State of Connecticut depicted as "PARCEL A" on a map entitled, "PERIMETER SURVEY/RESURVEY MAP OF LAND TO BE ACQUIRED FROM THE ESTATE OF MAURICE GERSTEN BY THE TOWN OF SIMSBURY, MOUNTAIN ROAD SIMSBURY, CONNECTICUT" Date: December 5, 2008, Revised through 10/28/09, Scale: 1" = 80', certified substantially correct by Richard P. Martel Lic. No. 12882, Consultant for the Town of Simsbury, 933 Hopmeadow Street, P.O. 495, Simsbury, CT 06070, Engineering Department. Said map is recorded with the Town Clerk in the Town of Simsbury as Map #3887 & 3888, being further bounded and described as follows:

Beginning at a point in the northerly line of land now or formerly of Anna Mary Roderick, said point being the southeasterly corner of land now or formerly of Ellen G. White and the I.R. Stitch Subdivision;

Thence N 10° 25' 36" E, along said subdivision and land of said White, land now or formerly of Alison J. Buttrick Patton, land now or formerly of Bryan M. Hickey & Christiana L. Hickey, land now or formerly of Donald R. Trainor & Donna D. Trainor, land now or formerly of Stephen Chykirda, land now or formerly of Michael L. Alibrio and land now or formerly of Arthur J. Hayes, partly by each, in all 755.13 feet to a point;

Thence N 14° 07' 56" E, along said Subdivision and land now or formerly of Lorraine V. Rector, land now or formerly of Michael A. Stomski & Gail C. Stomski and land now or formerly of John K. Burke and Ann M. Burke, partly by each, in all 322.36 feet to a point;

Thence N 23° 26' 22" E, along said subdivision and land now or formerly of Brian C. Duffy & Joan T. Duffy, land now or formerly of Eileen Devine, land now or formerly of Nancy M. Blackford and land now or formerly of Jean E. Nelson & Mary A. Nelson, partly by each, in all 378.94 feet to an I.Pipe;

Thence N 20° 29' 16" E, along said subdivision and land now or formerly of Patrick T. Tourville & Betty Tourville, land now or formerly of David Johnson & Mary Johnson, land now or formerly of Kevin M. Donahue, and land now or formerly of Michael C. Tanca, party by each, in all 399.71 feet to a point;

Thence N 29° 13' 56" E along said subdivision and land now or formerly of Carol A. Suhr and land now or formerly of Stanley E. Nieman & Paulette B. Nieman, partly by each, in all 201.00 feet to a point;

Thence N 23° 02' 20" E, along said subdivision and land now or formerly of John R. Payne & Willia A. Payne, land now or formerly of Julie Ann Troiano and land now or formerly of Cynthia L. Weir, partly by each, in all 299.95 feet to an I.Pipe;

Thence N 49° 44' 01" E, along said subdivision and land now or formerly of Michael Martocci & Anne Fournier, 186.25 feet to an I.Pipe;

Thence along property now or formerly of Willow Arms Mutual Housing Authority the following two courses: N 43° 25' 50" E, 613.59 feet to an I.Pin; thence N 26° 31' 00" W, 164.91 feet to a point;

Thence N 62° 20' 44" E, along land now or formerly of Lincoski, 131.21 feet to an I.Pin, and the southwest terminus of Church Street; thence N 63° 32' 25" E, along the southerly terminus of Church Street, 40.00 feet to a point being the southeast terminus of Church Street;

Thence along property now or formerly of A. W. Ashmore the following three courses: S 26° 33' 53" E, 24.67 feet to an I.Pin; thence N 63° 03' 11" E, 273.00 feet to a point; thence N 21° 58' 34" W, 230.79 feet to a point;

Thence along property now or formerly of A. Martin the following two courses: N 63° 05' 08" E, 57.18 feet to a point; thence N 08° 30' 03" W, 97.58 feet to a point;

Thence along property now or formerly of Daniel L. Burt the following two courses: N 81° 29' 57" E, 80.01 feet to a point; thence N 10° 28' 19" W, 63.13 feet to a point;

Thence N 74° 05' 59" E, along Parcel D, 12.05 feet to a point;

Thence along property now or formerly of Edward J. Preneta & Julia A. Preneta the following five courses: S 10° 28' 19" E, 104.69 feet to an I.Pipe; thence S 16° 12' 47" E, 157.88 feet to an I.Pipe; thence N 58° 20' 43" E, 87.10 feet to an I.Pipe; thence N 77° 40' 36" E, 50.15 feet to an I.Pipe; thence N 12° 39' 07" W, 50.93 feet to an I.Pipe;

Thence along property now or formerly of Mary J. Fortin the following two courses: S 76° 31' 41" E, 137.53 feet to an I.Pipe; thence S 75° 08' 11" E, 136.30 feet to a point;

Thence along the west side of Mountain Road the following two courses: S 17° 12' 21" W, 212.04 feet to a point; thence S 24° 29' 51" W, 118.08 feet to a point;

Thence along Parcel C the following three courses: N 15° 17' 12" W, 103.10 feet to a point; thence N 49° 04' 15" W, 30.12 feet to a point; thence S 84° 00' 51" W, 75.20 feet to a point;

Thence S 47° 34' 53" W, along property now or formerly of S. Teresczak, 64.07 feet to a point;

Thence N 48° 48' 45" W, along property now or formerly of H.A. Cassky et.al., 7.10 feet to a point.

Thence along Parcel B the following three courses: N 48° 48' 45" W, 49.90 feet to a point; thence S 31° 56' 39" W, 76.84 feet to a point; thence S 58° 38' 32" E, 37.33 feet to a point;

Thence S 48° 10' 22" E, along property of said Cassky et.al., 20.00 feet to an I.Pipe;

Thence S 10° 06' 39" W, along property now or formerly of D.Reed and K.Fazioli, 291.41 feet to an I.Pipe;

Thence, S 08° 47' 41" W, along the westerly side of Mountain Road and land now or formerly of the State of Connecticut, partly by each, in all, 95.14 feet to a point;

Thence along land of said State of Connecticut the following eleven courses: S 14° 18' 20" W, 296.34 feet to a point; thence S 44° 13' 38" W, 516.10 feet to an I.Pipe; thence S 50° 34' 12" E, 119.90 feet to an I.Pin; thence S 45° 52' 51" W, 155.67 feet along a stone wall to an I.Pin; thence S 53° 25' 29" E, 125.00 feet to a point; thence S 03° 34' 31" W, 142.00 feet to a point; thence S 48° 40' 29" E, 47.50 feet to a point; thence S 22° 10' 26" W, 258.83 feet to a point; thence S 20° 39' 26" W, 82.80 feet to a point; thence S 20° 51' 26" W, 370.00 feet to a point; thence S 07° 40' 26" W, 200.00 feet to a point;

Thence along property now or formerly of The Connecticut Light and Power Company the following seven courses: N 51° 07' 30" W, 240.30 feet to an I.Pin; thence S 10° 09' 57" W, 152.85 feet along a stone wall to an I.Pin; thence S 19° 56' 27" W, 287.65 feet in part along a stone wall, to an I.Pin; thence S 18° 56' 48" W, 155.70 feet to a point; thence S 14° 41' 18" W, 517.62 feet to a point; thence S 30° 28' 43" W, 175.46 feet to a point; thence S 47° 54' 46" W, 201.08 feet to a 36 inch grey birch/wire;

Thence along property now or formerly of Simsbury Land Trust the following two courses: N 74° 15' 31" W, 45.80 feet to a point; thence N 74° 12' 28" W, 4.29 feet to a monument;

Thence N 61° 55' 50" W, along property now or formerly of Town of Simsbury (Open Space), 224.67 feet to an I.Pin;

Thence along property now or formerly of Anna Mary Roderick the following two courses: N 20° 48' 20" E, 368.16 feet to a point; thence N 80° 00' 35" W, 250.00 feet to a point, said point being the point and place of beginning.

Excepting therefrom the area of land encompassed within a 30' Easement in favor of the Tariffville Fire District shown on said map as "**Parcel E**" (0.77 Acres). Said Easement area is bounded and described as follows:

Beginning at a point, said point being the northwesterly corner of the herein described excepted parcel, 80.03 feet S 08° 47' 41" W of an I.Pipe at the southerly corner of land now or formerly of D. Reed & K. Fazioli, on the easterly line of Parcel A and the west side of Mountain Road;

Thence S 08° 47' 41" W along the westerly line of land now or formerly State of Connecticut, 15.11 feet to a point; thence S 14° 18' 20" W along land of said State of Connecticut, 65.65 feet to the northeast corner of the herein described excepted parcel;

Thence along land of said Parcel A the following nine courses: S 35° 05' 51" W 725.23 feet to an I.Pipe and the westerly line of land now or formerly of The State of Connecticut; thence S 71° 52' 00" W, 202.43 feet; thence S 12° 26' 13" E, 19.85 feet to a point; thence S 77° 33' 47" W, 70.00 feet to a point; thence N 12° 26' 13" W 70.00 feet to a point; thence N 77° 33' 47" E, 70.00 feet to a point, thence S 12° 26' 13" E, 20.00 feet to a point, thence N 71° 52' 00" E, 189.47 feet to a point; thence N 35° 05' 51" E 790.18 feet to the point and place of beginning.

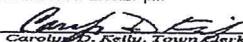
Parcel E consisting of 0.77 Acres.

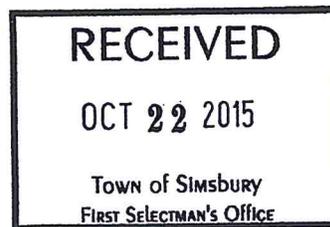
Total area of Conservation Parcel being 59.68 Acres.

Said premises are subject to:

1. Easement and Right-of-Way in favor of The Connecticut Power Company dated July 31, 1940 and recorded in Volume 75 at Page 423 of the Simsbury Land Records. Location is shown on Power Company Map H-343.

Received for Record at Simsbury, CT
On 07/01/2010 At 2:35:27 pm


Carolus D. Kelly, Town Clerk



Robert M. DeCrescenzo
(t) 860.548.2625
(f) 860.548.2680
rdecrescenzo@uks.com

October 19, 2015

Lisa L. Heavner
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Tariffville Water Commission

Dear Lisa:

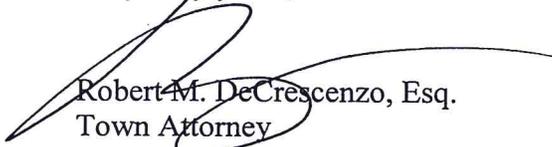
The Tariffville Water Commission of the Tariffville Fire District (TFD) is investigating a solution to address their aging water storage tank located on an easement encumbering 59.6 acre parcel of Town open space land known as Laurel Hill ("the Parcel"). The Parcel is also encumbered by a DEEP conservation easement. The Preliminary Engineering Report referenced in TFD's letter dated September 1, 2015 has been accepted by the Department of Public Health. DPH also accepted the recommendation that the tank needs to be replaced.

According to the TFD, the next step is to determine if the site on the Parcel identified for the new tank is viable from an engineering perspective. In order to do so, they need to survey the site and conduct non-invasive geotechnical investigations, including subsurface borings. These activities may require limited clearing of the land to provide access to the tank site by hired subcontractors. Borings will be completed in the area of the proposed tank, as shown on the attached map. Additional borings will be completed around the existing tank, within the area of the existing TFD easement.

On October 6, 2015 your office received a request from the TFD for a written concurrence with their conclusion that certain geotechnical investigations are permissible under the terms of the DEEP conservation easement. Concurrence by the Town, however, is not binding on DEEP. I recommend that the DEEP review the TFD proposal to conduct its site investigation and give its consent to the work described by the TFD. I enclose a draft Right of Entry for that will allow TFD to conduct its investigation if DEEP concurs. Because it may result in a relocation of the TFD easement, the TFD proposal also needs to be reviewed and approved by the Board of Selectmen.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm
Enclosure

Updike, Kelly & Spellacy, P.C.

100 Pearl Street ■ PO Box 231277 ■ Hartford, CT 06123 (t) 860.548.2600 (f) 860.548.2680 www.uks.com

1102411

TEMPORARY RIGHT OF ENTRY

This TEMPORARY RIGHT OF ENTRY (“**ROE**”), dated as of the ___ day of October, 2015, is entered into by and between the Town of Simsbury, a Connecticut municipality with an office at 933 Hopmeadow Street, Simsbury, CT 06070 (“**Grantor**”), and The Tariffville Water Commission of the Tariffville Fire District with an office at 7 Church Street, Tariffville, CT 06081 (“**Grantee**”).

WHEREAS, Grantor is the owner of the 59.68 acre property located at Laurel Hill, Simsbury, Hartford County, Connecticut (each a “**Grantor Property**”), each as more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain easement rights on the Grantor Property; and

WHEREAS, Grantee desires to enter upon and use the northerly thirty (30) feet of each Grantor Property (the “**Work Area**”), which Work Area is shown as _____ prepared by _____ attached hereto as Exhibit B, to identify and the confirm the location of certain utilities serving the Grantee Property, all as more particularly described in Exhibit C attached hereto and made a part hereof (“**Work**”); and

WHEREAS, Grantee has requested that Grantor enter into this ROE, and Grantor has agreed to enter into this ROE upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual promises hereinafter made, the parties hereto hereby agree as follows:

1. Right of Entry. Grantor hereby gives, grants, bargains, sells and confirms unto Grantee, its agents, contractors, or representatives, a non-exclusive Right of Entry to enter upon and use the Work Area for purposes of conducting the Work, and, if necessary, to enter and cross the Grantor Property to access the Work Area. Grantee understands that the Grantee agrees to use commercially reasonable efforts to minimize both the work within the Work Area and the need to access the Work Area. No ownership, leasehold, possessory, or other rights to the Work Area shall vest in Grantee by virtue of this ROE.
2. Term. This ROE shall commence upon the date hereof and shall terminate automatically without any action by either party upon the earlier of (i) the completion of the Work, or (ii) the date that is one hundred eighty (180) days after the commencement date. This ROE shall terminate automatically without any action by either party if Grantor ceases to be the fee owner of the Work Area.
3. Prohibited Uses. Grantee shall not perform any acts upon the Work Area except as specifically authorized by this ROE.

4. Additional Requirements. Grantee shall use commercially reasonable efforts to ensure all work to be performed hereunder is completed in a good, workmanlike, expeditious, and lien-free manner, and in accordance with all applicable laws and codes. Notwithstanding the foregoing, in the event that any lien shall be filed against the Work Area, the party that authorized, ordered, or requested the work, labor, services or materials in question, shall procure the release or discharge of the lien within sixty (60) days either by payment or in such other manner as may be prescribed by law or bond over to the reasonable satisfaction of the other party, and shall hold the other party harmless from and indemnified against any loss or damage related to the lien. This provision shall survive the expiration or earlier termination of this ROE.
5. Insurance. Grantee shall maintain, at its sole cost, on an occurrence basis, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 per occurrence for general liability, personal injury and property damage, insuring Grantee, Grantor, and any person or entity with access to the Work Area pursuant to this ROE on behalf of Grantee, against any injuries or damages to persons or property that may result from or are related to such parties' respective entry upon the Work Area pursuant to this ROE. All such policies shall name Grantor as additional insured and shall be issued by companies authorized to issue such policies in the State of Connecticut and shall be issued by an insurance company with an A.M. Best rating of no less than A-VIII. Grantee shall provide evidence of such insurance which states that such policies of insurance cannot be cancelled or terminated without thirty (30) days advance written notice to Grantor.
6. Indemnification. Grantee covenants and agrees that it shall defend, indemnify, and hold harmless Grantor, its agents, representatives, and employees from and against any and all claims for damages by reason of injury to persons or damage to the Work Area arising from work or activities performed in the Work Area by or on behalf of Grantee pursuant to this ROE. Anything in the foregoing to the contrary notwithstanding, nothing in this ROE shall be construed to relieve Grantor from responsibility to Grantee for any loss or damage caused to Grantee wholly or in part by the negligent acts or omissions of Grantor.
7. Restoration of Premises. Upon the expiration of this ROE, Grantee shall promptly remove all equipment and materials from the Work Area and Grantee shall restore the Work Area, as nearly as reasonably possible, to the condition it was in prior to Grantee's entry.
8. No Assignment. This ROE is granted solely to Grantee and shall not be assignable, in whole or in part, by Grantee for any reason whatsoever.
9. Amendment. This ROE may not be amended, altered, modified, or extended except by a written instrument signed by Grantee and Grantor.

IN WITNESS WHEREOF, Grantor has executed this Right of Entry as of the day and year first above written.

GRANTOR

TOWN OF SIMSBURY

By: _____
Name:
Title:

EXHIBIT A

THE GRANTOR PROPERTY

EXHIBIT C

THE WORK

TEMPORARY RIGHT OF ENTRY

This TEMPORARY RIGHT OF ENTRY (“**ROE**”), dated as of the ___ day of October, 2015, is entered into by and between the Town of Simsbury, a Connecticut municipality with an office at 933 Hopmeadow Street, Simsbury, CT 06070 (“**Grantor**”), and the Tariffville Fire District with an office at 7 Church Street, Tariffville, CT 06081 (“**Grantee**”).

WHEREAS, Grantor is the owner of the 59.68 acre property located at Laurel Hill, Simsbury, Hartford County, Connecticut (each a “**Grantor Property**”), each as more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain easement rights on the Grantor Property; and

WHEREAS, Grantee desires to enter upon and use the area to the northeast of the existing tank easement on the Grantor Property (the “**Work Area**”), which Work Area is shown as the proposed water storage tank and temporary laydown area prepared by Woodard and Curran attached hereto as Exhibit B, to conduct survey of the area north of the existing tank and conduct geotechnical investigations including sub surface borings on the Grantee Property, all as more particularly described in Exhibit C attached hereto and made a part hereof (“**Work**”); and

WHEREAS, Grantee has requested that Grantor enter into this ROE, and Grantor has agreed to enter into this ROE upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual promises hereinafter made, the parties hereto hereby agree as follows:

1. Right of Entry. Grantor hereby gives, grants, bargains, sells and confirms unto Grantee, its agents, contractors, or representatives, a non-exclusive Right of Entry to enter upon and use the Work Area for purposes of conducting the Work, and, if necessary, to enter and cross the Grantor Property to access the Work Area. Grantee understands that the Grantee agrees to use commercially reasonable efforts to minimize both the work within the Work Area and the need to access the Work Area. No ownership, leasehold, possessory, or other rights to the Work Area shall vest in Grantee by virtue of this ROE.
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5. Insurance. Grantee shall maintain during the term of this ROE, at its sole cost, or cause its contractors or subcontractors performing work to maintain while such contractor or subcontractor is performing work under this ROE on an occurrence basis, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 per occurrence for general liability, personal injury and property damage, insuring Grantee, Grantor, and any person or entity with access to the Work Area pursuant to this ROE on behalf of Grantee, against any injuries or damages to persons or property that may result from or are related to such parties' respective entry upon the Work Area pursuant to this ROE. All such policies shall name Grantor as additional insured and shall be issued by companies authorized to issue such policies in the State of Connecticut and shall be issued by an insurance company with an A.M. Best rating of no less than A-VIII. Grantee shall provide or cause contractors or subcontractors to provide evidence of such insurance which states that such policies of insurance cannot be cancelled or terminated without thirty (30) days advance written notice to Grantor.
6. Indemnification. Grantee covenants and agrees that it shall defend, indemnify, and hold harmless Grantor, its agents, representatives, and employees from and against any and all claims for damages by reason of injury to persons or damage to the Work Area arising from Work or activities performed in the Work Area by or on behalf of Grantee pursuant to this ROE. Anything in the foregoing to the contrary notwithstanding, nothing in this ROE shall be construed to relieve Grantor from responsibility to Grantee for any loss or damage caused to Grantee wholly or in part by the negligent acts or omissions of Grantor.
7. Restoration of Premises. Upon the expiration of this ROE, Grantee shall promptly remove all equipment and materials from the Work Area and Grantee shall restore the Work Area, as nearly as reasonably possible, to the condition it was in prior to Grantee's entry.
8. No Assignment. This ROE is granted solely to Grantee and shall not be assignable, in whole or in part, by Grantee for any reason whatsoever.
9. Amendment. This ROE may not be amended, altered, modified, or extended except by a written instrument signed by Grantee and Grantor.

IN WITNESS WHEREOF, Grantor has executed this Right of Entry as of the day and year first above written.

GRANTOR

TOWN OF SIMSBURY

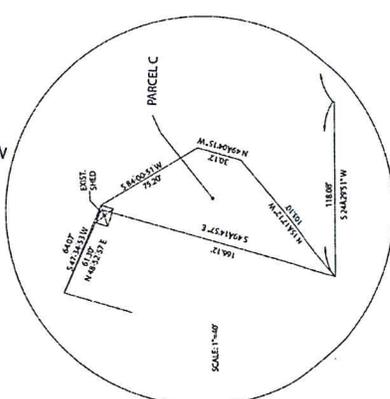
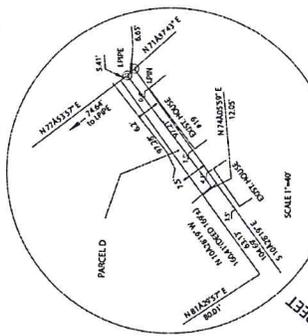
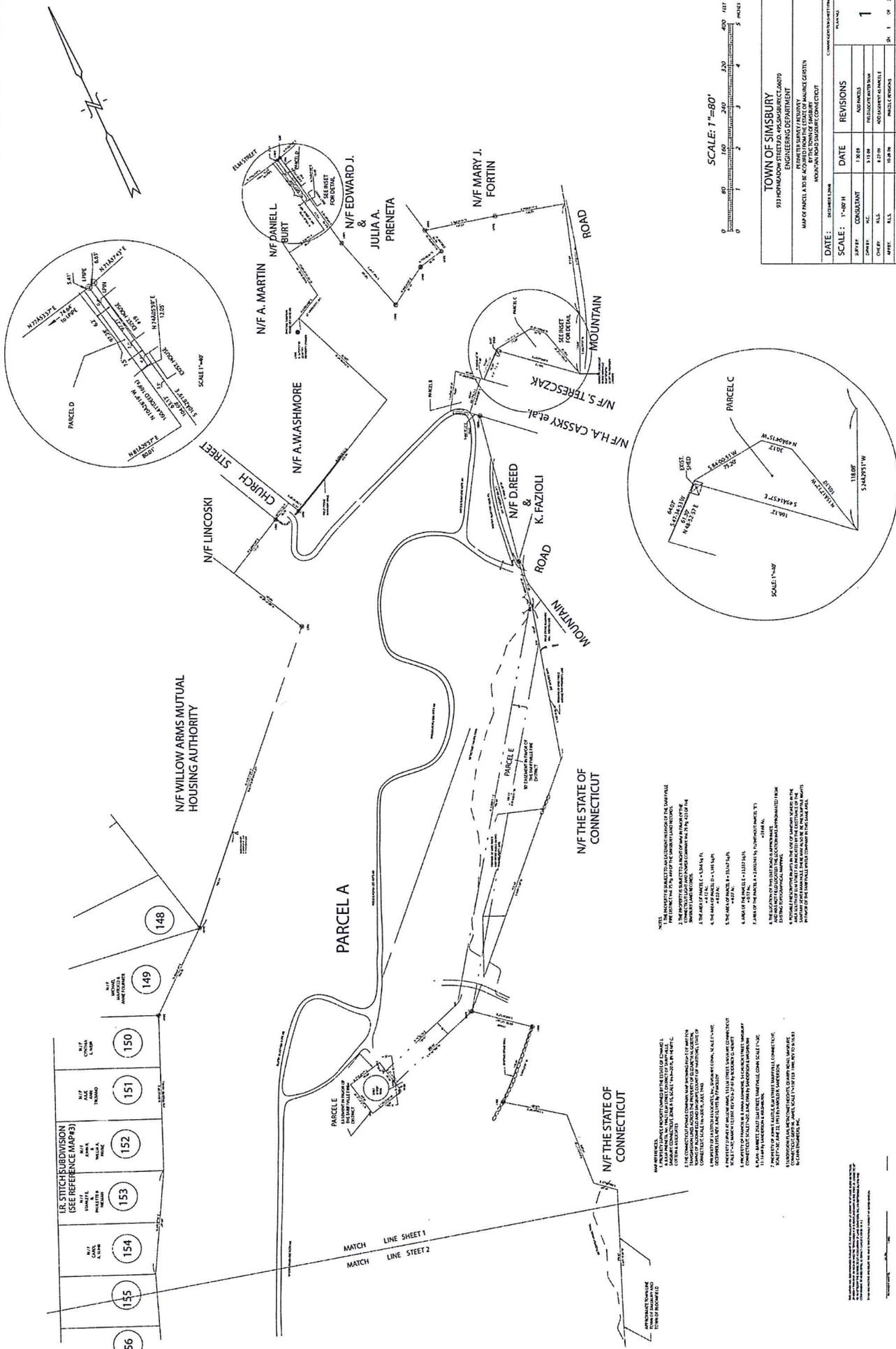
By: _____
Name:
Title:

EXHIBIT A

THE GRANTOR PROPERTY

IR, STITCH SUBDIVISION
(SEE REFERENCE MAP #3)

N/F ALAN ALLEN	154
N/F DANIEL MERRILL	153
N/F DANIEL MERRILL	152
N/F DANIEL MERRILL	151
N/F DANIEL MERRILL	150
N/F DANIEL MERRILL	149
N/F DANIEL MERRILL	148



SCALE: 1"=80'

TOWN OF SIMSBURY
ENGINEERING DEPARTMENT
MAP OF PARCEL A TO BE ACQUIRED FROM THE ESTATE OF MARJORIE GREY

DATE	REVISIONS
1-18-99	507 PARCELS
3-11-99	FIELD CHECK WITH PLAN
8-27-99	ACCOMMODATE PARCEL
10-28-99	PARCEL CORRECTIONS
ALL	SA 1 OF 2
ALL	2

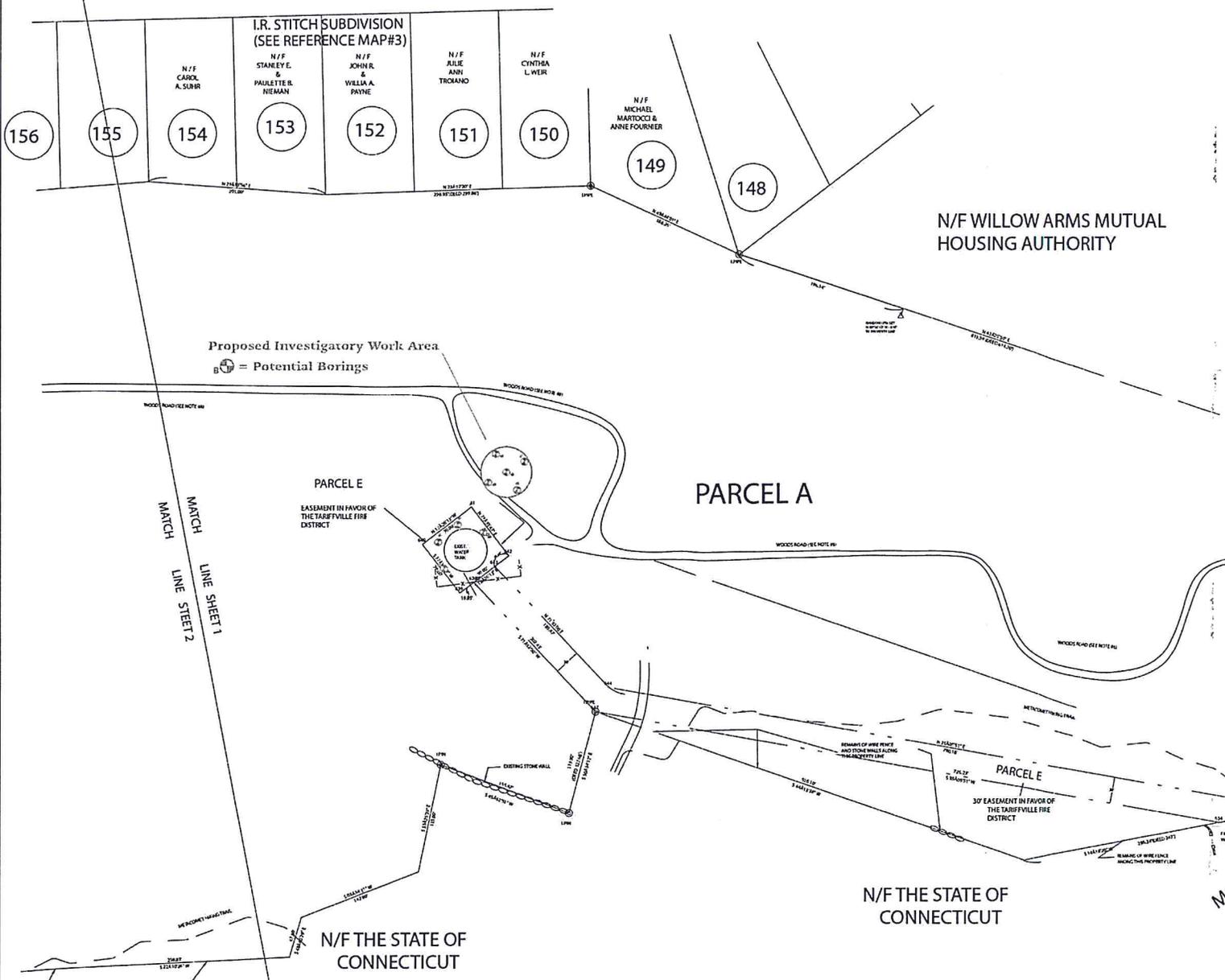
CONTRACT NO. 1388

NOTES:
1. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS SHOWN ON THE RECORD MAPS AND PLANS OF THE TOWN OF SIMSBURY.
2. THE PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS SHOWN ON THE RECORD MAPS AND PLANS OF THE TOWN OF SIMSBURY.
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DATE OF RECORDING: 10/28/99

EXHIBIT B
WORK AREA



N/F THE STATE OF CONNECTICUT

N/F THE STATE OF CONNECTICUT

MAP REFERENCES:

1. PROPERTY SURVEY, PROPERTY OWNED BY THE ESTATE OF EDWARD J. & JULIA PRENITA, No. 19421 ELM STREET, DISTRICT OF TARIFFVILLE, SAUGBRURY, CONNECTICUT, ZONE R-15, SCALE 1/8"=20' PL. BY HENRY C. COTTON & ASSOCIATES
2. THE CONNECTICUT POWER COMPANY, MAP SHOWING RIGHT OF WAY FOR TRANSMISSION LINES ACROSS THE PROPERTY OF ELIZABETH M. GORTON, TOWNS OF BLOOMFIELD AND SIMSBURY, COUNTY OF HARTFORD, STATE OF CONNECTICUT, SCALE 1/4"=300' PL., JULY, 1940.
3. PROPERTY OF I.R. STITCH ASSOCIATES, INC., SIMSBURY, CONN., SCALE 1"=100', DECEMBER, 1953, REV. JUNE 10, 1955 BY FRANKULLOY
4. PROPERTY SURVEY AT WILLOW ARMS, 55 ELM STREET, SIMSBURY, CONNECTICUT SCALE 1"=30', MARCH 10, 1997, REV TO 6-27-97 BY RODERICK D. HEWITT
5. PROPERTY OF FRANCIS W. & ANNA ASHMORE, 54 CHURCH STREET, SIMSBURY, CONNECTICUT, SCALE 1"=30', JUNE, 1988 BY SANDERSON & WASHBURN
6. PLAN - BARRETT, 25427 ELM STREET, TARIFFVILLE, CONN. SCALE 1"=30', 11-14-69 BY SANDERSON & WASHBURN
7. PROPERTY OF JOHN Y. KASTLE, ELM STREET, TARIFFVILLE, CONNECTICUT, SCALE 1"=30', JUNE 22, 1953 BY HAROLD R. SANDERSON
8. SUBDIVISION PLAN, METACOMET HEIGHTS, QUARRY ROAD, SIMSBURY, CONNECTICUT, SERIAL: JAMES, SCALE 1"=100' FEB. 1980, REV TO 9/16/83 BY CANN ENGINEERS, INC.

NOTES:

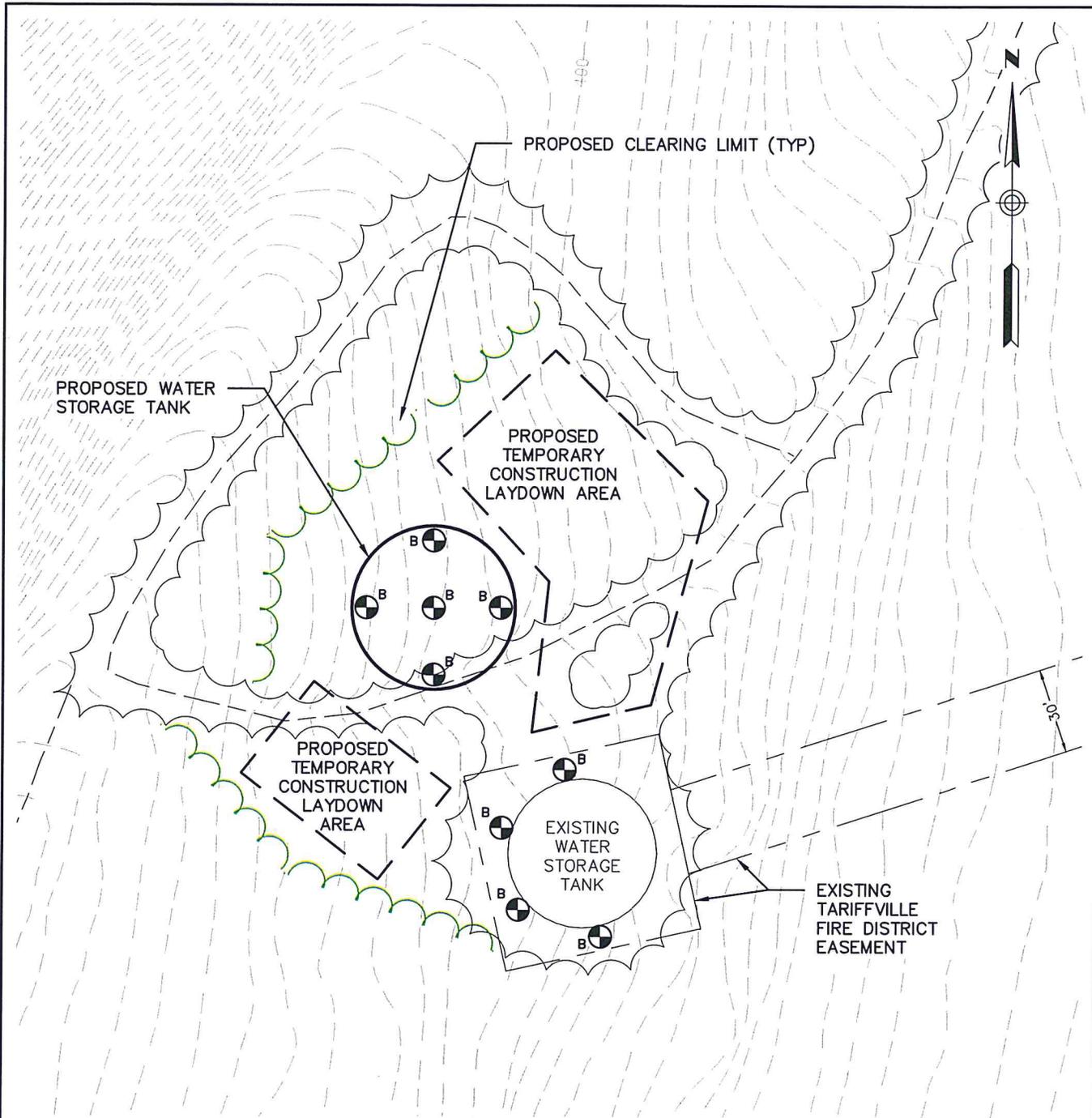
1. THE PROPERTY IS SUBJECT TO AN EASEMENT IN FAVOR OF THE TARIFFVILLE FIRE DISTRICT Vol. 75 Pg. 449 OF THE SIMSBURY LAND RECORDS.
2. THE PROPERTY IS SUBJECT TO A RIGHT OF WAY IN FAVOR OF THE CONNECTICUT LIGHT AND POWER COMPANY, Vol. 75 Pg. 423 OF THE SIMSBURY LAND RECORDS.
3. THE AREA OF PARCEL C = 5,566 Sq. Ft. = 0.12 Ac.
4. THE AREA OF PARCEL D = 1,165 Sq. Ft. = 0.02 Ac.
5. THE AREA OF PARCEL B = 33,167 Sq. Ft. = 0.77 Ac.
6. AREA OF THE PARCEL E = 33,557 Sq. Ft. = 0.77 Ac.
7. AREA OF THE PARCEL A = 2,600,041 Sq. Ft. (WITHOUT PARCEL "E") = 59.68 Ac.
8. THE LOCATION OF THIS DIRT ROAD IS APPROXIMATE AND WAS NOT FIELD LOCATED. THE LOCATION WAS APPROXIMATED FROM EXISTING TOPOGRAPHICAL MAPPING.
9. POSSIBLE PRESCRIPTIVE RIGHTS IN THE USE OF SANITARY SEWERS IN THE AREA SOUTH OF ELM STREET AS INDICATED BY THE EXISTANCE OF THE SANITARY SEWER MAN HOLES. THERE MAY ALSO BE PRESCRIPTIVE RIGHTS IN FAVOR OF THE TARIFFVILLE WATER COMPANY IN THIS SAME AREA.

THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE REGISTRY SECTION 20-22b-1 THROUGH 20-22b-28 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT CIVIL SERVICE BOARD AND THE STATE OF CONNECTICUT. THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL ACTIVITY ACT OF 1981 (C.G.S. § 54-2a).

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

EXHIBIT C

THE WORK



BAR SCALE
1" = 50'
CHECK GRAPHIC SCALE BEFORE USING

LEGEND

- EXISTING EASEMENT
- EXISTING CONTOUR
- EXISTING TREELINE
- PROPOSED TREELINE
- PROPOSED BORING

<p>1699 King Street, Suite 405 Enfield, Connecticut 06092 855.347.6788 www.woodardcurran.com</p> <p>COMMITMENT & INTEGRITY DRIVE RESULTS</p>	PROPOSED LAYOUT		JOB NO: 225993.07 DATE: OCT. 2015 SCALE: 1"=50'
	DESIGNED BY: NTM DRAWN BY: JDE	CHECKED BY: NTM 22599307-EXH1.dwg	TARIFFVILLE FIRE DISTRICT TARIFFVILLE, CONNECTICUT



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Memorandum

11/04/2015

To: Lisa Heavner, First Selectman

From: Michael Glidden CFM CZEO, Assistant Town Planner

Re: Tariffville Water Company; Water Tower Replacement

I researched the approval process concerning the replacement of the water tower by the Tariffville Water Company. I have outlined the process below from an open space and development perspective:

Open Space: Modifications to Easement

The subject property is owned by the Town of Simsbury. A conservation easement filed on the Simsbury Land Records. Modifying the easement would require to approvals: 1) Town and applicable agencies pursuant to 8-24 of General State Statutes and 2) CTDEEP approve final modifications.

The process from a Town perspective for modifying the easement would originate with the Board of Selectman. Pursuant to 8-24 of General Statutes however, a referral would be required by the Board of Selectman concerning the modification by the Board of Selectman to the Planning Commission and Conservation Commission. The Planning Commission and Conservation Commission would review and make recommendations as an advisory capacity to the Board of Selectman. The Board of Selectmen could act on the request after receiving recommendations from the Planning and Conservation Commission.

After local review/approvals are complete, the changes to the easement need to be reviewed and accepted by the Connecticut Department of Environmental and Energy Protection.

Development/Site Improvements

The new water tower and associated site improvements will require approvals from the Conservation Commission and Zoning Commission.

Conservation Commission

An initiation review the Town of Simsbury Official Map of Inland Wetlands and Watercourses shows an area of mapped inland wetland soils and a watercourse adjacent to the existing tower. Construction activities which are within 100 feet of mapped inland wetland soils and watercourses require an approval by the Conservation Commission for regulated activities. Based on the best available data, it appears that an approval is required for regulated activities by the Conservation Commission. A public hearing is at the discretion of the Conservation

Telephone (860) 658-3200
Facsimile (860) 658-9467

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www.simsbury-ct.gov

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

Commission. A hearing could be schedule if the Commission feels that either the application is a significant activity or a public hearing is in the public interest.

Chapter 128 of the Town Code provides the Conservation Commission with the duty of review erosion and sediment control plans. The applicant will be required to submit an application for approval of the erosion and sediment control plan to the Conservation Commission. This application does not require a public hearing.

Zoning Commission

The installation of new water tower will require approval for a special exception by the Zoning Commission pursuant to Article 7A3 of the Zoning Regulations. A public hearing will be required for the special exception application. The Zoning Commission could not take action on the application until the Conservation Commission approves the application for regulated activities.

Town of Simsbury

Geographic Information System (GIS)



Date Printed: 11/4/2015



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Simsbury and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 150 feet





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Fiscal year 2015 Transfers

2. **Date of submission:** 11/5/2015

3. **Date of Board Meeting:** 11/9/2015

4. **Individual or Entity making the submission :** Joseph Mancini Director of Finance

5. **Action requested of the Board of Selectmen** – Four separate approvals for Year end transfers.
 - a. Fiscal year 2015 General Fund Cleanup
 - b. *Simsbury Farms Deficit Cleanup for Fiscal 2015*
 - c. *Funding of the next revaluation*
 - d. *CNR transfer as approved during the fiscal year 2016 budget*

6. **Summary of Submission** –
 - a. The fiscal year 2015 budget transfers covers all the expenditures that are currently in the general fund. On the expenditure side the town is coming in favorable \$107,862. The Board of Selectman has already approved two earlier appropriations of \$400,000 for the pension plans and \$70,000 for heart and hypertension. Revenue is currently favorable \$725,000, mostly due to tax favorability in tax collections and building department fees.
 - b. The board of finance would like to discuss the funding the fiscal year 2015 deficit at Simsbury farms, for fiscal 15 the deficit will be slightly under \$60,000. For comparison purposes, in fiscal 14 Simsbury Farms operating deficit was \$187,000.
 - c. The Board of Finance would like the ability to discuss transferring up to \$270,000 in order to fund, in its entirety, the next revaluation.
 - d. During the Fiscal Year 2016 budget process, a decision was made to fund \$83,550 from the project favorability of fiscal 15 to reduce the fiscal 16 Capital Non-Recurring.

7. **Financial Impact** - This is consistent with the Board of Finance Fund Balance Policy and will continue to allow the town financial flexibility in future years.

Supplemental Transfers

Simsbury Farms

	Transfer To	Transfer From
FY2015 Deficit	\$ 60,000	
General Fund Balance		\$ 60,000

Funding of Next Revaluation

	Transfer To	Transfer From
Revaluation	\$ 270,000	
General Fund Balance		\$ 270,000

Budgeting CNR

	Transfer To	Transfer From
Vehicle	\$ 83,550	
General Fund Balance		\$ 83,550

General Fund Transfers for Fiscal 2015

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10041110	CENTRAL ADMIN		51010	FULL-TIME	313,977	346,532	-	(32,555)	32,555	-	-
10041110	CENTRAL ADMIN		51020	PART TIME	29,500	30,961	-	(1,461)	1,461	-	-
10041110	CENTRAL ADMIN		51040	SEASONAL	7,000	4,942	-	2,058	-	(2,058)	-
10041110	CENTRAL ADMIN		52200	CONTRACTUAL SERVICES	5,000	18,084	-	(13,084)	13,084	-	-
10041110	CENTRAL ADMIN		52400	ADVERTISING	5,000	3,936	-	1,064	-	(1,064)	-
10041110	CENTRAL ADMIN		52432	SPECIAL ACTIVITIES	-	5,643	-	(5,643)	5,643	-	-
10041110	CENTRAL ADMIN		52550	POSTAGE	2,700	3,726	-	(1,026)	1,026	-	-
10041110	CENTRAL ADMIN		53100	OFFICE SUPPLIES	6,000	5,356	-	645	-	(645)	-
10041110	CENTRAL ADMIN		57910	DUES & SUBSCRIPTIONS	2,500	2,767	-	(267)	267	-	-
Amount Sent From Other Departments Central Admin									(50,270)		
					371,677	421,947	-	(50,270)	54,036	(3,766)	-
10041120	ADMIN SERVICES		51400	EDUCATION REIMBURSEMENT	4,400	625	-	3,775	-	(3,775)	-
10041120	ADMIN SERVICES		52110	CONSULTANT	30,000	4,811	-	25,189	-	(25,189)	-
10041120	ADMIN SERVICES		52200	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
10041120	ADMIN SERVICES		52510	COPY & PRINTING SERVICES	5,000	8,861	-	(3,861)	3,861	-	-
10041120	ADMIN SERVICES		54310	EQUIPMENT MAINTENANCE	6,360	7,952	-	(1,592)	1,592	-	-
10041120	ADMIN SERVICES		55310	TELEPHONE SERVICE	45,000	71,119	-	(26,119)	26,119	-	-
10041120	ADMIN SERVICES		57400	CONFERENCES & EDUCATION	35,000	25,291	-	9,709	-	(9,709)	-
10041120	ADMIN SERVICES		57800	TRAVEL	10,000	9,014	-	986	-	(986)	-
Amount Sent to Other Departments Admin Services										8,089	
					135,760	127,672	-	8,089	31,571	(39,660)	-
10041210	BOS-COMMUNITY SERVICES		52432	SPECIAL ACTIVITIES	3,800	7,516	-	(3,716)	3,716	-	-
10041210	BOS-COMMUNITY SERVICES		56910	PUBLIC AGENCY SUPPORT	56,580	55,767	-	813	-	(813)	-
Amount Sent From Other Departments BOS Community Services									(2,903)		
					60,380	63,283	-	(2,903)	3,716	(813)	-
10041230	BOARD OF FINANCE		51020	PART TIME	2,000	1,899	-	101	-	(101)	-
10041230	BOARD OF FINANCE		52400	ADVERTISING	2,500	7,539	-	(5,039)	5,039	-	-
10041230	BOARD OF FINANCE		52510	COPY & PRINTING SERVICES	5,000	3,500	-	1,500	-	(1,500)	-
10041230	BOARD OF FINANCE		52550	POSTAGE	500	115	-	385	-	(385)	-
10041230	BOARD OF FINANCE		53100	OFFICE SUPPLIES	300	-	-	300	-	(300)	-
Amount Sent From Other Departments Board of Finance									(2,752)		
					10,300	13,052	-	(2,752)	5,039	(2,287)	-
10041312	LAND USE COMM		51020	PART TIME	5,000	7,970	-	(2,970)	2,970	-	-
10041312	LAND USE COMM		52200	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
10041312	LAND USE COMM		52400	ADVERTISING	7,500	9,052	-	(1,552)	1,552	-	-
10041312	LAND USE COMM		52510	COPY & PRINTING SERVICES	3,000	600	-	2,400	-	(2,400)	-
10041312	LAND USE COMM		52550	POSTAGE	3,000	1,190	-	1,810	-	(1,810)	-
10041312	LAND USE COMM		53100	OFFICE SUPPLIES	500	388	-	112	-	(112)	-
10041312	LAND USE COMM		53105	TECH & PROGRAM SUPPLIES	-	-	-	-	-	-	-
10041312	LAND USE COMM		57910	DUES & SUBSCRIPTIONS	1,700	1,255	-	445	-	(445)	-
Amount Sent to Other Departments Land Use Comm										245	
					20,700	20,455	-	245	-	(245)	-
10041317	ECON DVLMT COMM		51020	PART TIME	900	818	-	82	-	(82)	-
10041317	ECON DVLMT COMM		52400	ADVERTISING	1,000	-	-	1,000	-	(1,000)	-
10041317	ECON DVLMT COMM		52550	POSTAGE	-	-	-	-	-	-	-
10041317	ECON DVLMT COMM		53100	OFFICE SUPPLIES	200	-	-	200	-	(200)	-
10041317	ECON DVLMT COMM		56910	PUBLIC AGENCY SUPPORT	49,000	54,000	-	(5,000)	5,000	-	-
10041317	ECON DVLMT COMM		57910	DUES & SUBSCRIPTIONS	-	-	-	-	-	-	-
Amount Sent From Other Departments Econ Dvlmnt									(3,718)		
					51,100	54,818	-	(3,718)	3,718	-	-
10041318	HISTORIC DIST COMM		51020	PART TIME	625	533	-	92	-	(92)	-
10041318	HISTORIC DIST COMM		52400	ADVERTISING	-	-	-	-	-	-	-
10041318	HISTORIC DIST COMM		52550	POSTAGE	-	-	-	-	-	-	-
10041318	HISTORIC DIST COMM		53100	OFFICE SUPPLIES	150	-	-	150	-	(150)	-
10041318	HISTORIC DIST COMM		53400	TRAFFIC CONTROL SUPPLIES	500	-	-	500	-	(500)	-
Amount Sent to Other Departments Historic Dist Comm										742	
					1,275	533	-	742	-	(742)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10041320	PUBLIC BLDG COMM		51020	PART TIME	600	1,114	-	(514)	514	-	-
10041320	PUBLIC BLDG COMM		52550	POSTAGE	250	173	-	77	-	(77)	-
10041320	PUBLIC BLDG COMM		53100	OFFICE SUPPLIES	-	14	-	(14)	14	-	-
Amount Sent From Other Departments Public Building Comm									(451)		
					850	1,301	-	(451)	528	(77)	-
10041411	BEAUTIFICATION		52550	POSTAGE	45	59	-	(14)	14	-	-
10041411	BEAUTIFICATION		53300	AGRICULTURAL SUPPLIES	4,000	3,936	-	64	-	(64)	-
10041411	BEAUTIFICATION		54330	FACILITIES MAINTENANCE	120	429	-	(309)	309	-	-
10041411	BEAUTIFICATION		55110	WATER CHARGES	550	271	-	279	-	(279)	-
Amount Sent to Other Departments Beautification										742	
					4,715	4,695	-	20	323	(343)	-
10041412	TOURISM		52400	ADVERTISING	100	-	-	100	-	(100)	-
10041412	TOURISM		52510	COPY & PRINTING SERVICES	1,000	-	-	1,000	-	(1,000)	-
10041412	TOURISM		52550	POSTAGE	150	-	-	150	-	(150)	-
10041412	TOURISM		53100	OFFICE SUPPLIES	130	-	-	130	-	(130)	-
10041412	TOURISM		53105	TECH & PROGRAM SUPPLIES	700	201	-	499	-	(499)	-
Amount Sent to Other Tourism										1,779	
					2,080	201	-	1,879	-	(1,879)	-
10041500	ELECTION ADMINISTRATION		51020	PART TIME	24,000	24,512	-	(512)	512	-	-
10041500	ELECTION ADMINISTRATION		51090	REGISTRARS	47,540	52,550	-	(5,010)	5,010	-	-
10041500	ELECTION ADMINISTRATION		51500	UNEMPLOYMENT COMPENSATION	-	451	-	(451)	451	-	-
10041500	ELECTION ADMINISTRATION		52400	ADVERTISING	1,000	343	-	657	-	(657)	-
10041500	ELECTION ADMINISTRATION		52510	COPY & PRINTING SERVICES	4,500	5,338	-	(838)	838	-	-
10041500	ELECTION ADMINISTRATION		52550	POSTAGE	1,100	1,406	-	(306)	306	-	-
10041500	ELECTION ADMINISTRATION		53100	OFFICE SUPPLIES	2,045	802	-	1,243	-	(1,243)	-
10041500	ELECTION ADMINISTRATION		53920	PROGRAM SUPPLIES	900	1,470	-	(570)	570	-	-
10041500	ELECTION ADMINISTRATION		54310	EQUIPMENT MAINTENANCE	7,390	7,190	-	200	-	(200)	-
10041500	ELECTION ADMINISTRATION		57400	CONFERENCES & EDUCATION	240	250	-	(10)	10	-	-
10041500	ELECTION ADMINISTRATION		57800	TRAVEL	100	110	-	(10)	10	-	-
10041500	ELECTION ADMINISTRATION		57910	DUES & SUBSCRIPTIONS	120	110	-	10	-	(10)	-
Amount Sent From Other Departments Elections Admin									(5,597)		
					88,935	94,532	-	(5,597)	7,707	(2,110)	-
10041611	FINANCE DEPARTMENT		51010	FULL-TIME	325,231	292,976	-	32,255	-	(32,255)	-
10041611	FINANCE DEPARTMENT		51030	OVERTIME	-	4,283	-	(4,283)	4,283	-	-
10041611	FINANCE DEPARTMENT		51040	SEASONAL	-	3,647	-	(3,647)	3,647	-	-
10041611	FINANCE DEPARTMENT		52200	CONTRACTUAL SERVICES	10,000	9,048	-	952	-	(952)	-
10041611	FINANCE DEPARTMENT		52400	ADVERTISING	-	-	-	-	-	-	-
10041611	FINANCE DEPARTMENT		52510	COPY & PRINTING SERVICES	1,200	-	-	1,200	-	(1,200)	-
10041611	FINANCE DEPARTMENT		52520	BANK FEES	2,400	466	-	1,934	-	(1,934)	-
10041611	FINANCE DEPARTMENT		52550	POSTAGE	2,750	2,791	-	(41)	41	-	-
10041611	FINANCE DEPARTMENT		53100	OFFICE SUPPLIES	3,000	2,957	-	43	-	(43)	-
10041611	FINANCE DEPARTMENT		57910	DUES & SUBSCRIPTIONS	390	640	-	(250)	250	-	-
Amount Sent to Other Finance Department										28,164	
					344,971	316,807	-	28,164	8,221	(36,385)	-
10041612	TAX DEPARTMENT		51010	FULL-TIME	86,437	86,151	-	286	-	(286)	-
10041612	TAX DEPARTMENT		51020	PART TIME	30,530	36,931	-	(6,401)	6,401	-	-
10041612	TAX DEPARTMENT		51030	OVERTIME	-	39	-	(39)	39	-	-
10041612	TAX DEPARTMENT		51040	SEASONAL	3,800	3,228	-	572	-	(572)	-
10041612	TAX DEPARTMENT		51140	BOND INSURANCE	190	183	-	7	-	(7)	-
10041612	TAX DEPARTMENT		52200	CONTRACTUAL SERVICES	26,000	31,952	-	(5,952)	5,952	-	-
10041612	TAX DEPARTMENT		52400	ADVERTISING	460	383	-	78	-	(78)	-
10041612	TAX DEPARTMENT		52510	COPY & PRINTING SERVICES	1,100	1,100	-	-	-	-	-
10041612	TAX DEPARTMENT		52520	BANK FEES	3,300	2,838	-	462	-	(462)	-
10041612	TAX DEPARTMENT		52550	POSTAGE	3,500	3,846	-	(346)	346	-	-
10041612	TAX DEPARTMENT		53100	OFFICE SUPPLIES	1,000	714	-	286	-	(286)	-
10041612	TAX DEPARTMENT		53105	TECH & PROGRAM SUPPLIES	1,000	624	-	376	-	(376)	-
10041612	TAX DEPARTMENT		56210	FEES PAID TO STATE	5,650	5,648	-	2	-	(2)	-
10041612	TAX DEPARTMENT		57910	DUES & SUBSCRIPTIONS	250	310	-	(60)	60	-	-
Amount Sent From Other Departments Tax									(10,731)		
					163,217	173,948	-	(10,731)	12,799	(2,068)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10041613	ASSESSORS OFFICE		51010	FULL-TIME	142,571	142,570	-	1	-	(1)	-
10041613	ASSESSORS OFFICE		51020	PART TIME	22,547	17,127	-	5,420	-	(5,420)	-
10041613	ASSESSORS OFFICE		51040	SEASONAL	635	-	-	635	-	(635)	-
10041613	ASSESSORS OFFICE		52200	CONTRACTUAL SERVICES	18,410	23,470	-	(5,060)	5,060	-	-
10041613	ASSESSORS OFFICE		52400	ADVERTISING	55	29	-	26	-	(26)	-
10041613	ASSESSORS OFFICE		52550	POSTAGE	1,425	1,049	-	376	-	(376)	-
10041613	ASSESSORS OFFICE		53100	OFFICE SUPPLIES	1,300	737	-	563	-	(563)	-
10041613	ASSESSORS OFFICE		54310	EQUIPMENT MAINTENANCE	375	-	-	375	-	(375)	-
10041613	ASSESSORS OFFICE		57910	DUES & SUBSCRIPTIONS	545	681	-	(136)	136	-	-
Amount Sent to Other Assessors Office											
					187,863	185,664	-	2,199	5,196	(7,395)	-
10041614	INFORMATION TECHNOLOGY		51010	FULL-TIME	147,895	104,332	-	43,563	-	(43,563)	-
10041614	INFORMATION TECHNOLOGY		51030	OVERTIME	5,843	170	-	5,673	-	(5,673)	-
10041614	INFORMATION TECHNOLOGY		52200	CONTRACTUAL SERVICES	28,598	32,180	-	(3,582)	3,582	-	-
10041614	INFORMATION TECHNOLOGY		52550	POSTAGE	50	22	-	28	-	(28)	-
10041614	INFORMATION TECHNOLOGY		53100	OFFICE SUPPLIES	200	363	-	(163)	163	-	-
10041614	INFORMATION TECHNOLOGY		53105	TECH & PROGRAM SUPPLIES	3,000	3,446	-	(446)	446	-	-
10041614	INFORMATION TECHNOLOGY		57910	DUES & SUBSCRIPTIONS	570	389	-	181	-	(181)	-
10041614	INFORMATION TECHNOLOGY		58560	TECHNICAL & PROGRAM EQUIP	13,000	13,358	-	(358)	358	-	-
Amount Sent to Other Information Technology											
					199,156	154,259	-	44,897	4,549	(49,446)	-
10041615	AUDIT SERVICES		52110	CONSULTANT	36,000	45,201	-	(9,201)	9,201	-	-
Amount Sent From Other Departments Audit											
					36,000	45,201	-	(9,201)	9,201	-	-
10041700	LEGAL SERVICES		52310	LEGAL FEES	181,000	176,035	-	4,965	-	(4,965)	-
10041700	LEGAL SERVICES		52315	LABOR RELATIONS	25,000	57,217	-	(32,217)	32,217	-	-
Amount Sent From Other Departments Legal Services											
					206,000	233,252	-	(27,252)	32,217	(4,965)	-
10041720	TOWN CLERK		51010	FULL-TIME	189,071	189,072	-	(1)	1	-	-
10041720	TOWN CLERK		51020	PART TIME	-	-	-	-	-	-	-
10041720	TOWN CLERK		51030	OVERTIME	500	109	-	391	-	(391)	-
10041720	TOWN CLERK		52200	CONTRACTUAL SERVICES	15,500	15,025	-	475	-	(475)	-
10041720	TOWN CLERK		52400	ADVERTISING	144	-	-	144	-	(144)	-
10041720	TOWN CLERK		52510	COPY & PRINTING SERVICES	7,385	6,252	-	1,133	-	(1,133)	-
10041720	TOWN CLERK		52520	BANK FEES	110	117	-	(7)	7	-	-
10041720	TOWN CLERK		52550	POSTAGE	2,600	2,927	-	(327)	327	-	-
10041720	TOWN CLERK		53100	OFFICE SUPPLIES	500	315	-	185	-	(185)	-
10041720	TOWN CLERK		54310	EQUIPMENT MAINTENANCE	100	535	-	(435)	435	-	-
10041720	TOWN CLERK		57910	DUES & SUBSCRIPTIONS	340	400	-	(60)	60	-	-
Amount Sent to Other Town Clerk											
					216,250	214,753	-	1,497	831	(2,328)	-
10041740	REGIONAL PROBATE COURT		56910	PUBLIC AGENCY SUPPORT	2,104	2,104	-	-	-	-	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10042110	POLICE DEPT		51010	FULL-TIME	3,331,393	3,331,234	-	159	-	(159)	-
10042110	POLICE DEPT		51020	PART TIME	30,292	39,566	-	(9,274)	9,274	-	-
10042110	POLICE DEPT		51030	OVERTIME	148,336	202,082	-	(53,746)	53,746	-	-
10042110	POLICE DEPT		51031	OVERTIME TRAINING	59,770	36,561	-	23,209	-	(23,209)	-
10042110	POLICE DEPT		51035	OVERTIME BOWL W/ BADGES	-	7,043	-	(7,043)	7,043	-	-
10042110	POLICE DEPT		51040	SEASONAL	53,525	53,169	-	356	-	(356)	-
10042110	POLICE DEPT		51060	HOLIDAY PAY	154,578	148,875	-	5,703	-	(5,703)	-
10042110	POLICE DEPT		51070	LONGEVITY	6,475	5,775	-	700	-	(700)	-
10042110	POLICE DEPT		51080	SPECIAL DUTY	-	258	-	(258)	258	-	-
10042110	POLICE DEPT		51100	COLLECTIVE BARGAINING	53,820	47,505	-	6,315	-	(6,315)	-
10042110	POLICE DEPT		52200	CONTRACTUAL SERVICES	47,125	44,558	-	2,567	-	(2,567)	-
10042110	POLICE DEPT		52400	ADVERTISING	500	500	-	-	-	-	-
10042110	POLICE DEPT		52410	INVESTIGATIONS	1,000	1,049	-	(49)	49	-	-
10042110	POLICE DEPT		52510	COPY & PRINTING SERVICES	1,000	818	-	182	-	(182)	-
10042110	POLICE DEPT		52550	POSTAGE	800	1,091	-	(291)	291	-	-
10042110	POLICE DEPT		52620	EQUIPMENT RENTALS	4,500	1,969	-	2,531	-	(2,531)	-
10042110	POLICE DEPT		53100	OFFICE SUPPLIES	4,300	4,642	-	(342)	342	-	-
10042110	POLICE DEPT		53105	TECH & PROGRAM SUPPLIES	24,000	18,868	-	5,132	-	(5,132)	-
10042110	POLICE DEPT		53435	BOWL W/BADGES ACTIVITIES	-	4,715	-	(4,715)	4,715	-	-
10042110	POLICE DEPT		53437	JAG VIOLENCE CRIME PREV	-	18,027	-	(18,027)	18,027	-	-
10042110	POLICE DEPT		53500	MEDICAL SUPPLIES	3,250	4,902	-	(1,652)	1,652	-	-
10042110	POLICE DEPT		53505	CHEMICAL & LAB SUPPLIES	400	-	-	400	-	(400)	-
10042110	POLICE DEPT		53700	CLOTHES & SAFETY SUPPLIES	7,125	11,238	-	(4,113)	4,113	-	-
10042110	POLICE DEPT		54310	EQUIPMENT MAINTENANCE	40,220	36,648	-	3,572	-	(3,572)	-
10042110	POLICE DEPT		54320	VEHICLE MAINTENANCE	20,000	15,476	-	4,524	-	(4,524)	-
10042110	POLICE DEPT		55260	GASOLINE	85,000	80,814	-	4,186	-	(4,186)	-
10042110	POLICE DEPT		55310	TELEPHONE SERVICE	24,000	16,117	-	7,883	-	(7,883)	-
10042110	POLICE DEPT		56910	PUBLIC AGENCY SUPPORT	18,230	17,830	-	400	-	(400)	-
10042110	POLICE DEPT		57910	DUES & SUBSCRIPTIONS	1,680	1,540	-	140	-	(140)	-
10042110	POLICE DEPT		58560	TECHNICAL & PROGRAM EQUIP	-	-	-	-	-	-	-
Amount Sent From Other Departments Police Department					4,121,319	4,152,868	-	(31,549)	99,509	(67,960)	-
10042120	ANIMAL CONTROL		51010	FULL-TIME	50,367	50,367	-	(0)	0	-	-
10042120	ANIMAL CONTROL		51030	OVERTIME	-	257	-	(257)	257	-	-
10042120	ANIMAL CONTROL		52200	CONTRACTUAL SERVICES	2,500	2,500	-	-	-	-	-
10042120	ANIMAL CONTROL		52400	ADVERTISING	200	67	-	133	-	(133)	-
10042120	ANIMAL CONTROL		52510	COPY & PRINTING SERVICES	400	390	-	10	-	(10)	-
10042120	ANIMAL CONTROL		52550	POSTAGE	575	48	-	527	-	(527)	-
10042120	ANIMAL CONTROL		53100	OFFICE SUPPLIES	50	-	-	50	-	(50)	-
10042120	ANIMAL CONTROL		53105	TECH & PROGRAM SUPPLIES	400	305	-	95	-	(95)	-
10042120	ANIMAL CONTROL		53600	PARTS SUPPLIES	600	542	-	58	-	(58)	-
10042120	ANIMAL CONTROL		53700	CLOTHES & SAFETY SUPPLIES	300	102	-	198	-	(198)	-
10042120	ANIMAL CONTROL		56210	FEES PAID TO STATE	6,500	219	-	6,281	-	(6,281)	-
10042120	ANIMAL CONTROL		57400	CONFERENCES & EDUCATION	100	-	-	100	-	(100)	-
10042120	ANIMAL CONTROL		57910	DUES & SUBSCRIPTIONS	50	-	-	50	-	(50)	-
Amount Sent to Other Animal Control					62,042	54,797	-	7,245	257	(7,502)	-
10042200	CIVIL PREPDNESS		53105	TECH & PROGRAM SUPPLIES	6,685	6,308	-	377	-	(377)	-
Amount Sent to Other Civil Prepdness					6,685	6,308	-	377	-	(377)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10043110	DIR OF COMM DEVMNT		51010	FULL-TIME	159,610	162,764	-	(3,154)	3,154	-	-
10043110	DIR OF COMM DEVMNT		51040	SEASONAL	-	-	-	-	-	-	-
10043110	DIR OF COMM DEVMNT		52200	CONTRACTUAL SERVICES	32,000	1,869	-	30,131	-	(30,131)	-
10043110	DIR OF COMM DEVMNT		52400	ADVERTISING	800	-	-	800	-	(800)	-
10043110	DIR OF COMM DEVMNT		52510	COPY & PRINTING SERVICES	-	-	-	-	-	-	-
10043110	DIR OF COMM DEVMNT		52550	POSTAGE	-	-	-	-	-	-	-
10043110	DIR OF COMM DEVMNT		53100	OFFICE SUPPLIES	100	121	-	(21)	21	-	-
10043110	DIR OF COMM DEVMNT		53105	TECH & PROGRAM SUPPLIES	350	-	-	350	-	(350)	-
10043110	DIR OF COMM DEVMNT		57910	DUES & SUBSCRIPTIONS	1,700	1,844	-	(144)	144	-	-
Amount Sent to Other Dir of Comm Devmnt										27,961	
					194,560	166,599	-	27,961	3,320	(31,281)	-
10043120	PLANNING DEPMNT		51010	FULL-TIME	158,332	133,879	-	24,453	-	(24,453)	-
10043120	PLANNING DEPMNT		51030	OVERTIME	-	-	-	-	-	-	-
10043120	PLANNING DEPMNT		52200	CONTRACTUAL SERVICES	1,500	1,116	-	384	-	(384)	-
10043120	PLANNING DEPMNT		52510	COPY & PRINTING SERVICES	420	130	-	290	-	(290)	-
10043120	PLANNING DEPMNT		52550	POSTAGE	50	-	-	50	-	(50)	-
10043120	PLANNING DEPMNT		53100	OFFICE SUPPLIES	1,000	515	-	485	-	(485)	-
10043120	PLANNING DEPMNT		57910	DUES & SUBSCRIPTIONS	500	570	-	(70)	70	-	-
Amount Sent to Other Planning Depmnt										25,592	
					161,802	136,210	-	25,592	70	(25,662)	-
10043130	BUILDING DEPT		51010	FULL-TIME	143,402	143,732	-	(330)	330	-	-
10043130	BUILDING DEPT		51020	PART TIME	25,000	15,274	-	9,726	-	(9,726)	-
10043130	BUILDING DEPT		52200	CONTRACTUAL SERVICES	8,000	22,444	-	(14,444)	14,444	-	-
10043130	BUILDING DEPT		52400	ADVERTISING	200	75	-	125	-	(125)	-
10043130	BUILDING DEPT		52510	COPY & PRINTING SERVICES	360	87	-	273	-	(273)	-
10043130	BUILDING DEPT		52520	BANK FEES	360	384	-	(24)	24	-	-
10043130	BUILDING DEPT		52550	POSTAGE	500	977	-	(477)	477	-	-
10043130	BUILDING DEPT		53100	OFFICE SUPPLIES	500	300	-	200	-	(200)	-
10043130	BUILDING DEPT		53105	TECH & PROGRAM SUPPLIES	500	-	-	500	-	(500)	-
10043130	BUILDING DEPT		54310	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-
10043130	BUILDING DEPT		54320	VEHICLE MAINTENANCE	500	383	-	117	-	(117)	-
10043130	BUILDING DEPT		55260	GASOLINE	2,000	1,650	-	350	-	(350)	-
10043130	BUILDING DEPT		57910	DUES & SUBSCRIPTIONS	400	248	-	152	-	(152)	-
Amount Sent From Other Departments Building Departments									(3,832)		
					181,722	185,554	-	(3,832)	15,275	(11,443)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10043200	ENGINEERING DEPT		51010	FULL-TIME	103,499	106,706	-	(3,207)	3,207	-	
10043200	ENGINEERING DEPT		51020	PART TIME	39,872	43,870	-	(3,998)	3,998	-	
10043200	ENGINEERING DEPT		52110	CONSULTANT	16,000	13,304	-	2,696	-	(2,696)	
10043200	ENGINEERING DEPT		52400	ADVERTISING	150	-	-	150	-	(150)	
10043200	ENGINEERING DEPT		52510	COPY & PRINTING SERVICES	100	-	-	100	-	(100)	
10043200	ENGINEERING DEPT		52550	POSTAGE	200	276	-	(76)	76	-	
10043200	ENGINEERING DEPT		53100	OFFICE SUPPLIES	400	608	-	(208)	208	-	
10043200	ENGINEERING DEPT		53105	TECH & PROGRAM SUPPLIES	935	768	-	167	-	(167)	
10043200	ENGINEERING DEPT		53600	PARTS SUPPLIES	200	91	-	109	-	(109)	
10043200	ENGINEERING DEPT		53900	MISCELLANEOUS SUPPLIES	-	-	-	-	-	-	
10043200	ENGINEERING DEPT		54310	EQUIPMENT MAINTENANCE	1,155	955	-	200	-	(200)	
10043200	ENGINEERING DEPT		54320	VEHICLE MAINTENANCE	500	113	-	387	-	(387)	
10043200	ENGINEERING DEPT		55260	GASOLINE	2,100	1,353	-	747	-	(747)	
10043200	ENGINEERING DEPT		57910	DUES & SUBSCRIPTIONS	954	1,677	-	(723)	723	-	
Amount Sent From Other Departments Engineering									(3,654)		
					166,065	169,719	-	(3,654)	8,211	(4,557)	-
10044100	PUBLIC WORKS ADMIN		51010	FULL-TIME	164,817	167,806	-	(2,989)	2,989	-	
10044100	PUBLIC WORKS ADMIN		51030	OVERTIME	-	-	-	-	-	-	
10044100	PUBLIC WORKS ADMIN		51040	SEASONAL	800	755	-	45	-	(45)	
10044100	PUBLIC WORKS ADMIN		52110	CONSULTANT	5,000	3,458	-	1,543	-	(1,543)	
10044100	PUBLIC WORKS ADMIN		52200	CONTRACTUAL SERVICES	9,000	4,357	-	4,643	-	(4,643)	
10044100	PUBLIC WORKS ADMIN		52400	ADVERTISING	950	304	-	646	-	(646)	
10044100	PUBLIC WORKS ADMIN		52550	POSTAGE	750	502	-	248	-	(248)	
10044100	PUBLIC WORKS ADMIN		53100	OFFICE SUPPLIES	850	1,066	-	(216)	216	-	
10044100	PUBLIC WORKS ADMIN		53105	TECH & PROGRAM SUPPLIES	800	403	-	397	-	(397)	
10044100	PUBLIC WORKS ADMIN		57910	DUES & SUBSCRIPTIONS	1,375	1,030	-	345	-	(345)	
Amount Sent to Other Public Works Admin									4,662		
					184,342	179,680	-	4,662	3,205	(7,867)	-
10044210	BLDGS & MNT ADMIN		51010	FULL-TIME	376,545	356,757	-	19,788	-	(19,788)	
10044210	BLDGS & MNT ADMIN		51020	PART TIME	15,933	18,626	-	(2,693)	2,693	-	
10044210	BLDGS & MNT ADMIN		51030	OVERTIME	23,175	30,519	-	(7,344)	7,344	-	
10044210	BLDGS & MNT ADMIN		51040	SEASONAL	10,800	12,080	-	(1,280)	1,280	-	
10044210	BLDGS & MNT ADMIN		52920	LAUNDRY SERVICE	3,000	2,999	-	1	-	(1)	
10044210	BLDGS & MNT ADMIN		53105	TECH & PROGRAM SUPPLIES	2,000	2,599	-	(599)	599	-	
10044210	BLDGS & MNT ADMIN		53200	BUILDING SUPPLIES	300	8,044	17,610	(25,354)	25,354	-	
10044210	BLDGS & MNT ADMIN		54320	VEHICLE MAINTENANCE	4,250	2,683	-	1,567	-	(1,567)	
10044210	BLDGS & MNT ADMIN		55260	GASOLINE	11,550	10,583	-	967	-	(967)	
Amount Sent From Other Departments Bldgs & Mnt Admin									(14,974)		
					447,553	444,890	17,610	(14,947)	37,271	(22,324)	-
10044220	TOWN OFFICES		52350	CUSTODIAL SERVICES	1,250	-	-	1,250	-	(1,250)	
10044220	TOWN OFFICES		53200	BUILDING SUPPLIES	7,400	8,750	-	(1,350)	1,350	-	
10044220	TOWN OFFICES		53210	CLEANING SUPPLIES	5,750	5,028	-	722	-	(722)	
10044220	TOWN OFFICES		54310	EQUIPMENT MAINTENANCE	16,500	20,753	-	(4,253)	4,253	-	
10044220	TOWN OFFICES		54330	FACILITIES MAINTENANCE	5,838	7,928	-	(2,090)	2,090	-	
10044220	TOWN OFFICES		55110	WATER CHARGES	2,200	2,018	-	182	-	(182)	
10044220	TOWN OFFICES		55120	SEWER USE FEES	1,910	1,910	-	0	-	(0)	
10044220	TOWN OFFICES		55210	NATURAL GAS/PROPANE	45,000	16,350	-	28,650	-	(28,650)	
10044220	TOWN OFFICES		55220	ELECTRIC	71,500	76,301	-	(4,801)	4,801	-	
10044220	TOWN OFFICES		58220	BUILDING IMPROVEMENTS	4,575	6,078	-	(1,503)	1,503	-	
10044220	TOWN OFFICES		58560	TECHNICAL & PROGRAM EQUIP	450	540	-	(90)	90	-	
Amount Sent to Other Town Offices									16,717		
					162,373	145,656	-	16,717	14,087	(30,804)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10044230	ENO MEMORIAL HALL		52350	CUSTODIAL SERVICES	1,750	-	-	1,750	-	(1,750)	
10044230	ENO MEMORIAL HALL		53200	BUILDING SUPPLIES	4,150	4,914	-	(764)	764	-	
10044230	ENO MEMORIAL HALL		53210	CLEANING SUPPLIES	3,200	4,146	-	(946)	946	-	
10044230	ENO MEMORIAL HALL		54310	EQUIPMENT MAINTENANCE	16,600	22,370	-	(5,770)	5,770	-	
10044230	ENO MEMORIAL HALL		54330	FACILITIES MAINTENANCE	4,350	5,022	-	(672)	672	-	
10044230	ENO MEMORIAL HALL		55110	WATER CHARGES	1,300	2,455	-	(1,155)	1,155	-	
10044230	ENO MEMORIAL HALL		55120	SEWER USE FEES	556	544	-	12	-	(12)	
10044230	ENO MEMORIAL HALL		55210	NATURAL GAS/PROPANE	35,000	17,938	-	17,062	-	(17,062)	
10044230	ENO MEMORIAL HALL		55220	ELECTRIC	20,000	19,118	-	882	-	(882)	
10044230	ENO MEMORIAL HALL		58220	BUILDING IMPROVEMENTS	3,000	3,000	-	0	-	(0)	
Amount Sent to Other Eno Memorial Hall										10,400	
					89,906	79,506	-	10,400	9,306	(19,706)	-
10044250	MISC BUILDINGS		53200	BUILDING SUPPLIES	1,350	267	-	1,083	-	(1,083)	
10044250	MISC BUILDINGS		54310	EQUIPMENT MAINTENANCE	2,950	1,487	-	1,463	-	(1,463)	
10044250	MISC BUILDINGS		54330	FACILITIES MAINTENANCE	5,250	8,950	-	(3,700)	3,700	-	
10044250	MISC BUILDINGS		55110	WATER CHARGES	350	925	-	(575)	575	-	
10044250	MISC BUILDINGS		55220	ELECTRIC	6,000	9,523	-	(3,523)	3,523	-	
10044250	MISC BUILDINGS		55240	HEATING OIL	1,625	4,694	-	(3,069)	3,069	-	
Amount Sent From Other Departments Misc Buildings									(8,320)	-	
					17,525	25,845	-	(8,320)	10,866	(2,546)	-
10044310	HIGHWAY-LABR & EQUIP		51010	FULL-TIME	1,145,276	1,145,208	-	68	-	(68)	
10044310	HIGHWAY-LABR & EQUIP		51030	OVERTIME	136,850	205,007	-	(68,157)	68,157	-	
10044310	HIGHWAY-LABR & EQUIP		51040	SEASONAL	14,400	15,540	-	(1,140)	1,140	-	
10044310	HIGHWAY-LABR & EQUIP		52620	EQUIPMENT RENTALS	1,500	1,763	-	(263)	263	-	
10044310	HIGHWAY-LABR & EQUIP		52920	LAUNDRY SERVICE	8,000	7,895	-	105	-	(105)	
10044310	HIGHWAY-LABR & EQUIP		53105	TECH & PROGRAM SUPPLIES	5,000	6,410	-	(1,410)	1,410	-	
10044310	HIGHWAY-LABR & EQUIP		53600	PARTS SUPPLIES	102,000	124,227	-	(22,227)	22,227	-	
10044310	HIGHWAY-LABR & EQUIP		53700	CLOTHES & SAFETY SUPPLIES	11,075	11,455	-	(380)	380	-	
10044310	HIGHWAY-LABR & EQUIP		53800	OIL & LUBRICANTS	8,750	7,502	-	1,248	-	(1,248)	
10044310	HIGHWAY-LABR & EQUIP		54310	EQUIPMENT MAINTENANCE	9,000	15,089	-	(6,089)	6,089	-	
10044310	HIGHWAY-LABR & EQUIP		54320	VEHICLE MAINTENANCE	10,000	10,203	-	(203)	203	-	
10044310	HIGHWAY-LABR & EQUIP		55210	NATURAL GAS/PROPANE	3,000	2,869	-	131	-	(131)	
10044310	HIGHWAY-LABR & EQUIP		55260	GASOLINE	41,250	40,851	-	399	-	(399)	
10044310	HIGHWAY-LABR & EQUIP		55261	DIESEL FUEL	84,420	90,399	-	(5,979)	5,979	-	
10044310	HIGHWAY-LABR & EQUIP		57910	DUES & SUBSCRIPTIONS	275	-	-	275	-	(275)	
10044310	HIGHWAY-LABR & EQUIP		58525	TRUCKS	-	-	-	-	-	-	
10044320	HIGHWAY-FAC & PRGMS		52200	CONTRACTUAL SERVICES	68,500	67,990	-	510	-	(510)	
10044320	HIGHWAY-FAC & PRGMS		52360	TREE SERVICE	40,000	37,255	-	2,745	-	(2,745)	
10044320	HIGHWAY-FAC & PRGMS		53200	BUILDING SUPPLIES	4,300	4,477	-	(177)	177	-	
10044320	HIGHWAY-FAC & PRGMS		53210	CLEANING SUPPLIES	1,500	1,135	-	365	-	(365)	
10044320	HIGHWAY-FAC & PRGMS		53300	AGRICULTURAL SUPPLIES	2,000	1,775	-	225	-	(225)	
10044320	HIGHWAY-FAC & PRGMS		53400	TRAFFIC CONTROL SUPPLIES	15,250	15,390	-	(140)	140	-	
10044320	HIGHWAY-FAC & PRGMS		53410	ROAD & DRAINAGE SUPPLIES	300,000	314,411	-	(14,411)	14,411	-	
10044320	HIGHWAY-FAC & PRGMS		53600	PARTS SUPPLIES	4,000	3,205	-	795	-	(795)	
10044320	HIGHWAY-FAC & PRGMS		53900	MISCELLANEOUS SUPPLIES	2,300	3,918	-	(1,618)	1,618	-	
10044320	HIGHWAY-FAC & PRGMS		54310	EQUIPMENT MAINTENANCE	3,500	7,369	-	(3,869)	3,869	-	
10044320	HIGHWAY-FAC & PRGMS		54330	FACILITIES MAINTENANCE	9,500	18,397	-	(8,897)	8,897	-	
10044320	HIGHWAY-FAC & PRGMS		55110	WATER CHARGES	1,660	2,302	-	(642)	642	-	
10044320	HIGHWAY-FAC & PRGMS		55210	NATURAL GAS/PROPANE	21,000	19,457	-	1,543	-	(1,543)	
10044320	HIGHWAY-FAC & PRGMS		55220	ELECTRIC	10,500	12,513	-	(2,013)	2,013	-	
10044320	HIGHWAY-FAC & PRGMS		55225	STREET LIGHTS	112,000	135,711	-	(23,711)	23,711	-	
10044320	HIGHWAY-FAC & PRGMS		55240	HEATING OIL	5,360	1,587	-	3,773	-	(3,773)	
10044320	HIGHWAY-FAC & PRGMS		58220	BUILDING IMPROVEMENTS	3,200	1,850	-	1,350	-	(1,350)	
10044320	HIGHWAY-FAC & PRGMS		58410	ROADS & DRAINAGE	63,500	64,890	-	(1,390)	1,390	-	
10044320	HIGHWAY-FAC & PRGMS		58450	SIDEWALKS	-	-	-	-	-	-	
10044320	HIGHWAY-FAC & PRGMS		58731	ROAD IMPROVEMENTS	400,000	396,717	-	3,283	-	(3,283)	
Amount Sent From Other Departments Highway									(145,902)	-	
					2,648,866	2,794,768	-	(145,902)	162,717	(16,815)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10044500	LANDFILL		52200	CONTRACTUAL SERVICES	55,000	52,610	-	2,390	-	(2,390)	
10044500	LANDFILL		54330	FACILITIES MAINTENANCE	2,000	3,556	-	(1,556)	1,556	-	
10044500	LANDFILL		56910	PUBLIC AGENCY SUPPORT	-	-	-	-	-	-	
Amount Sent to Other Landfill										833	
					57,000	56,167	-	833	1,556	(2,390)	-
10045100	HEALTH		52200	CONTRACTUAL SERVICES	119,281	119,281	-	-	-	-	
10045210	SOCIAL SRVS-ADMN		51010	FULL-TIME	149,780	151,589	-	(1,809)	1,809	-	
10045210	SOCIAL SRVS-ADMN		52200	CONTRACTUAL SERVICES	500	300	-	200	-	(200)	
10045210	SOCIAL SRVS-ADMN		52510	COPY & PRINTING SERVICES	250	-	-	250	-	(250)	
10045210	SOCIAL SRVS-ADMN		52550	POSTAGE	700	1,141	-	(441)	441	-	
10045210	SOCIAL SRVS-ADMN		53100	OFFICE SUPPLIES	800	685	-	115	-	(115)	
10045210	SOCIAL SRVS-ADMN		53105	TECH & PROGRAM SUPPLIES	100	38	-	62	-	(62)	
10045210	SOCIAL SRVS-ADMN		56910	PUBLIC AGENCY SUPPORT	34,000	34,000	-	-	-	-	
10045210	SOCIAL SRVS-ADMN		57910	DUES & SUBSCRIPTIONS	850	657	-	193	-	(193)	
Amount Sent From Other Social Srvs-Admin										(1,429)	
					186,980	188,409	-	(1,429)	2,250	(821)	-
10045221	ELDERLY SRVS OUTRCH		51020	PART TIME	23,660	23,505	-	155	-	(155)	
10045221	ELDERLY SRVS OUTRCH		53105	TECH & PROGRAM SUPPLIES	150	137	-	13	-	(13)	
Amount Sent to Other Elderly Srvs Outrch										168	
					23,810	23,642	-	168	-	(168)	-
10045222	SENIOR CENTER		51010	FULL-TIME	107,052	113,294	-	(6,242)	6,242	-	
10045222	SENIOR CENTER		51020	PART TIME	2,000	2,558	-	(558)	558	-	
10045222	SENIOR CENTER		52200	CONTRACTUAL SERVICES	16,445	16,168	-	277	-	(277)	
10045222	SENIOR CENTER		52510	COPY & PRINTING SERVICES	1,000	941	-	59	-	(59)	
10045222	SENIOR CENTER		52550	POSTAGE	3,052	2,859	-	193	-	(193)	
10045222	SENIOR CENTER		52620	EQUIPMENT RENTALS	585	536	-	49	-	(49)	
10045222	SENIOR CENTER		53100	OFFICE SUPPLIES	600	600	-	-	-	-	
10045222	SENIOR CENTER		53105	TECH & PROGRAM SUPPLIES	1,580	1,580	-	-	-	-	
10045222	SENIOR CENTER		54310	EQUIPMENT MAINTENANCE	1,625	1,379	-	246	-	(246)	
Amount Sent From Other Senior Center										(1,429)	
					133,939	139,914	-	(5,975)	6,800	(824)	-
10045230	SEN. TRANSPORTATION		52200	CONTRACTUAL SERVICES	113,745	115,974	-	(2,229)	2,229	-	
Amount Sent From Other Sen. Transportation										(2,229)	
					113,745	115,974	-	(2,229)	2,229	-	-
10046110	RECREATION-ADMIN		51050	SPLIT TIME	49,608	50,495	-	(887)	887	-	
10046110	RECREATION-ADMIN		52400	ADVERTISING	440	291	-	149	-	(149)	
10046110	RECREATION-ADMIN		52510	COPY & PRINTING SERVICES	250	200	-	50	-	(50)	
10046110	RECREATION-ADMIN		52550	POSTAGE	250	805	-	(555)	555	-	
10046110	RECREATION-ADMIN		53100	OFFICE SUPPLIES	520	427	-	93	-	(93)	
10046110	RECREATION-ADMIN		54310	EQUIPMENT MAINTENANCE	270	369	-	(99)	99	-	
10046110	RECREATION-ADMIN		57910	DUES & SUBSCRIPTIONS	255	362	-	(107)	107	-	
Amount Sent From Other Recreation-Admin										(1,358)	
					51,593	52,951	-	(1,358)	1,649	(291)	-
10046120	REC-MEMORIAL POOL		51040	SEASONAL	24,800	24,767	-	33	-	(33)	
Amount Sent to Other Rec Memorial Pool										33	
					24,800	24,767	-	33	-	(33)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10046310	P&OS-MAINTENANCE		51010	FULL-TIME	440,755	425,620	-	15,135	-	(15,135)	
10046310	P&OS-MAINTENANCE		51030	OVERTIME	15,250	22,194	-	(6,944)	6,944	-	
10046310	P&OS-MAINTENANCE		51040	SEASONAL	23,200	24,792	-	(1,592)	1,592	-	
10046310	P&OS-MAINTENANCE		52620	EQUIPMENT RENTALS	5,000	8,578	-	(3,578)	3,578	-	
10046310	P&OS-MAINTENANCE		52920	LAUNDRY SERVICE	2,000	1,882	-	118	-	(118)	
10046310	P&OS-MAINTENANCE		53105	TECH & PROGRAM SUPPLIES	300	348	-	(48)	48	-	
10046310	P&OS-MAINTENANCE		53200	BUILDING SUPPLIES	2,600	5,510	-	(2,910)	2,910	-	
10046310	P&OS-MAINTENANCE		53210	CLEANING SUPPLIES	1,500	1,665	-	(165)	165	-	
10046310	P&OS-MAINTENANCE		53300	AGRICULTURAL SUPPLIES	8,101	8,353	-	(252)	252	-	
10046310	P&OS-MAINTENANCE		53410	ROAD & DRAINAGE SUPPLIES	2,678	3,611	-	(933)	933	-	
10046310	P&OS-MAINTENANCE		53600	PARTS SUPPLIES	13,100	14,441	-	(1,341)	1,341	-	
10046310	P&OS-MAINTENANCE		53700	CLOTHES & SAFETY SUPPLIES	2,450	2,900	-	(450)	450	-	
10046310	P&OS-MAINTENANCE		53800	OIL & LUBRICANTS	600	1,629	-	(1,029)	1,029	-	
10046310	P&OS-MAINTENANCE		54310	EQUIPMENT MAINTENANCE	5,000	9,166	-	(4,166)	4,166	-	
10046310	P&OS-MAINTENANCE		54320	VEHICLE MAINTENANCE	3,400	3,115	-	285	-	(285)	
10046310	P&OS-MAINTENANCE		54330	FACILITIES MAINTENANCE	-	5,570	-	(5,570)	5,570	-	
10046310	P&OS-MAINTENANCE		55110	WATER CHARGES	10,500	8,385	-	2,115	-	(2,115)	
10046310	P&OS-MAINTENANCE		55210	NATURAL GAS/PROPANE	5,500	6,915	-	(1,415)	1,415	-	
10046310	P&OS-MAINTENANCE		55220	ELECTRIC	9,500	9,937	-	(437)	437	-	
10046310	P&OS-MAINTENANCE		55260	GASOLINE	26,010	25,457	-	553	-	(553)	
10046310	P&OS-MAINTENANCE		55261	DIESEL FUEL	7,927	8,203	-	(276)	276	-	
10046310	P&OS-MAINTENANCE		57910	DUES & SUBSCRIPTIONS	300	348	-	(48)	48	-	
10046310	P&OS-MAINTENANCE		58560	TECHNICAL & PROGRAM EQUIP	-	-	-	-	-	-	
10046310	P&OS-MAINTENANCE		58610	PARKS IMPROVEMENTS	10,000	4,369	-	5,631	-	(5,631)	
Amount Sent From Other P&OS Maintenance									(7,320)		
					595,671	602,991	-	(7,320)	31,156	(23,836)	-
10046320	P&OS-MEM FIELD		51040	SEASONAL	5,170	3,848	-	1,322	-	(1,322)	
10046320	P&OS-MEM FIELD		53200	BUILDING SUPPLIES	750	955	-	(205)	205	-	
10046320	P&OS-MEM FIELD		53300	AGRICULTURAL SUPPLIES	5,500	5,705	-	(205)	205	-	
10046320	P&OS-MEM FIELD		53600	PARTS SUPPLIES	2,500	2,648	-	(148)	148	-	
10046320	P&OS-MEM FIELD		54310	EQUIPMENT MAINTENANCE	2,000	2,142	-	(142)	142	-	
10046320	P&OS-MEM FIELD		54320	VEHICLE MAINTENANCE	500	36	-	464	-	(464)	
10046320	P&OS-MEM FIELD		55110	WATER CHARGES	3,000	1,783	-	1,217	-	(1,217)	
10046320	P&OS-MEM FIELD		55260	GASOLINE	1,000	1,000	-	-	-	-	
10046320	P&OS-MEM FIELD		55261	DIESEL FUEL	1,000	1,000	-	-	-	-	
Amount Sent to Other P&OS-MEM FIELD										2,302	
					21,420	19,118	-	2,302	701	(3,003)	-
10046330	P&OS-MEM POOL		53200	BUILDING SUPPLIES	1,200	2,131	-	(931)	931	-	
10046330	P&OS-MEM POOL		53210	CLEANING SUPPLIES	800	61	-	739	-	(739)	
10046330	P&OS-MEM POOL		53505	CHEMICAL & LAB SUPPLIES	4,040	2,802	-	1,238	-	(1,238)	
10046330	P&OS-MEM POOL		53600	PARTS SUPPLIES	500	1,132	-	(632)	632	-	
10046330	P&OS-MEM POOL		54310	EQUIPMENT MAINTENANCE	2,100	1,851	-	249	-	(249)	
10046330	P&OS-MEM POOL		55110	WATER CHARGES	5,000	5,295	-	(295)	295	-	
10046330	P&OS-MEM POOL		55120	SEWER USE FEES	1,800	1,997	-	(197)	197	-	
10046330	P&OS-MEM POOL		55220	ELECTRIC	2,200	2,437	-	(237)	237	-	
10046330	P&OS-MEM POOL		55240	HEATING OIL	150	-	-	150	-	(150)	
10046330	P&OS-MEM POOL		55350	REFUSE DISPOSAL	2,400	2,545	-	(145)	145	-	
Amount Sent From Other P&OS Pool									(61)		
					20,190	20,251	-	(61)	2,438	(2,376)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10047100	LIBRARY ADMIN		51010	FULL-TIME	338,770	279,595	-	59,175	-	(59,175)	
10047100	LIBRARY ADMIN		51020	PART TIME	74,757	90,187	-	(15,430)	15,430	-	
10047100	LIBRARY ADMIN		51030	OVERTIME	-	-	-	-	-	-	
10047100	LIBRARY ADMIN		52200	CONTRACTUAL SERVICES	55,469	52,305	-	3,164	-	(3,164)	
10047100	LIBRARY ADMIN		52510	COPY & PRINTING SERVICES	800	35	-	765	-	(765)	
10047100	LIBRARY ADMIN		52520	BANK FEES	1,100	1,798	-	(698)	698	-	
10047100	LIBRARY ADMIN		52550	POSTAGE	350	213	-	137	-	(137)	
10047100	LIBRARY ADMIN		53100	OFFICE SUPPLIES	3,000	2,849	-	151	-	(151)	
10047100	LIBRARY ADMIN		53105	TECH & PROGRAM SUPPLIES	9,000	8,095	-	905	-	(905)	
10047100	LIBRARY ADMIN		54310	EQUIPMENT MAINTENANCE	19,550	14,296	-	5,254	-	(5,254)	
10047100	LIBRARY ADMIN		57910	DUES & SUBSCRIPTIONS	960	680	-	280	-	(280)	
Amount Sent to Other Library Admin										53,703	
					503,756	450,053	-	53,703	16,127	(69,830)	-
10047200	LIB ADLT & YNG ADLT		51010	FULL-TIME	320,198	350,572	-	(30,374)	30,374	-	
10047200	LIB ADLT & YNG ADLT		51020	PART TIME	36,500	32,039	-	4,461	-	(4,461)	
10047200	LIB ADLT & YNG ADLT		52200	CONTRACTUAL SERVICES	8,480	4,788	-	3,692	-	(3,692)	
10047200	LIB ADLT & YNG ADLT		53105	TECH & PROGRAM SUPPLIES	1,000	785	-	215	-	(215)	
10047200	LIB ADLT & YNG ADLT		53150	REFERENCE MATERIALS	122,857	123,799	-	(942)	942	-	
Amount Sent From Other LIB ADLT & YNH ADLT									(22,948)	-	
					489,035	511,983	-	(22,948)	31,316	(8,368)	-
10047300	LIB CHILDREN SRVS		51010	FULL-TIME	182,158	179,432	-	2,726	-	(2,726)	
10047300	LIB CHILDREN SRVS		51020	PART TIME	112,256	106,147	-	6,109	-	(6,109)	
10047300	LIB CHILDREN SRVS		51030	OVERTIME	-	149	-	(149)	149	-	
10047300	LIB CHILDREN SRVS		52200	CONTRACTUAL SERVICES	2,000	2,075	-	(75)	75	-	
10047300	LIB CHILDREN SRVS		52510	COPY & PRINTING SERVICES	100	-	-	100	-	(100)	
10047300	LIB CHILDREN SRVS		53105	TECH & PROGRAM SUPPLIES	1,400	2,074	-	(674)	674	-	
10047300	LIB CHILDREN SRVS		53150	REFERENCE MATERIALS	37,470	38,146	-	(676)	676	-	
Amount Sent to Other Library Children Services										7,360	
					335,384	328,024	-	7,360	1,574	(8,935)	-

BUDGET UNIT	BUDGET UNIT	Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
10047400	LIB BLDNGS & GRNDS		52350	CUSTODIAL SERVICES	2,935	6,018	-	(3,083)	3,083	-	
10047400	LIB BLDNGS & GRNDS		53105	TECH & PROGRAM SUPPLIES	500	-	-	500	-	(500)	
10047400	LIB BLDNGS & GRNDS		53200	BUILDING SUPPLIES	4,700	5,464	-	(764)	764	-	
10047400	LIB BLDNGS & GRNDS		53210	CLEANING SUPPLIES	2,300	1,662	-	638	-	(638)	
10047400	LIB BLDNGS & GRNDS		54310	EQUIPMENT MAINTENANCE	15,000	22,103	-	(7,103)	7,103	-	
10047400	LIB BLDNGS & GRNDS		54330	FACILITIES MAINTENANCE	2,000	1,781	-	219	-	(219)	
10047400	LIB BLDNGS & GRNDS		55110	WATER CHARGES	2,040	1,875	-	165	-	(165)	
10047400	LIB BLDNGS & GRNDS		55120	SEWER USE FEES	1,100	941	-	159	-	(159)	
10047400	LIB BLDNGS & GRNDS		55210	NATURAL GAS/PROPANE	24,000	24,887	-	(887)	887	-	
10047400	LIB BLDNGS & GRNDS		55220	ELECTRIC	72,000	69,557	-	2,443	-	(2,443)	
10047400	LIB BLDNGS & GRNDS		55240	HEATING OIL	500	-	-	500	-	(500)	
10047400	LIB BLDNGS & GRNDS		55350	REFUSE DISPOSAL	2,335	2,547	-	(212)	212	-	
Amount Sent From Other LIB Bldngs & Grnds								(7,426)			
					129,410	136,836	-	(7,426)	12,050	(4,624)	-
10048100	EMPLOYEE BENEFITS		51110	MAJOR MEDICAL INSURANCE	2,391,675	2,152,988	-	238,687	-	(130,825.47)	107,862.00
10048100	EMPLOYEE BENEFITS		51120	LIFE INSURANCE	38,920	41,987	-	(3,067)	3,067	-	-
10048100	EMPLOYEE BENEFITS		51130	DISABILITY INSURANCE	22,795	23,341	-	(546)	546	-	-
10048100	EMPLOYEE BENEFITS		51200	SOCIAL SECURITY/FICA	693,000	711,030	-	(18,030)	18,030	-	-
10048100	EMPLOYEE BENEFITS		51310	POLICE PENSIONS	728,986	717,096	-	11,891	-	(11,891)	-
10048100	EMPLOYEE BENEFITS		51320	TOWN PENSIONS	927,832	942,635	-	(14,803)	14,803	-	-
10048100	EMPLOYEE BENEFITS		51500	UNEMPLOYMENT COMPENSATION	5,000	23,748	-	(18,748)	18,748	-	-
10048100	EMPLOYEE BENEFITS		52110	CONSULTANT	6,500	-	-	6,500	-	(6,500)	-
Amount Sent to Other Employee Benefits										94,023	
					4,814,709	4,612,824	-	201,885	55,193	(149,216)	107,862.00
10048200	GENERAL LIABILITY & INS		51600	WORKER'S COMPENSATION	205,423	202,244	-	3,179	-	(3,179)	-
10048200	GENERAL LIABILITY & INS		52210	COMPREHENSIVE PROP& CASLT	215,182	251,805	-	(36,623)	36,623	-	-
10048200	GENERAL LIABILITY & INS		52220	FLEET INSURANCE	28,080	-	-	28,080	-	(28,080)	-
10048200	GENERAL LIABILITY & INS		52230	BOILER INSURANCE	4,600	3,660	-	940	-	(940)	-
10048200	GENERAL LIABILITY & INS		52240	INSURANCE DEDUCTIBLE	10,000	10,000	-	-	-	-	-
Amount Sent From Other General Liability & INS								(4,424)			
					463,285	467,709	-	(4,424)	36,623	(32,199)	-
10049500	OPERATING TRANSFERS		51700	CONTINGENCY RESERVE	30,000	-	-	30,000	-	(30,000)	-
Amount Sent to Other Employee Benefits										30,000	
					30,000	-	-	30,000	-	(30,000)	-
					18,632,101	18,541,770	17,610	72,721	745,408	(710,266)	107,862

BUDGET UNIT	BUDGET UNIT Title	Account	Account Title	Budget	YTD Expenses	Encumbrances	Fav / (Unfav)	Transfers in	Transfers out	Ending Balance
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Transfers across departments

Employee Benefits									94,023	
Library Admin									53,703	
Information Technology									44,897	
Employee Benefits									30,000	
Finance Department									28,164	
Dir of Comm Devmnt									27,961	
Planning Depmnt									25,592	
Town Offices									16,717	
Eno Memorial Hall									10,400	
Admin Services									8,089	
Library Children Services									7,360	
Animal Control									7,245	
Public Works Admin									4,662	
P&OS-MEM FIELD									2,302	
Assessors Office									2,199	
Tourism									1,779	
Town Clerk									1,497	
Landfill									833	
Historic Dist Comm									742	
Beautification									742	
Civil Prepdness									377	
Land Use Comm									245	
Elderly Srvs Outrch									168	
Rec Memorial Pool									33	
P&OS Pool							(61)	-		
Public Building Comm							(451)	-		
Recreation-Admin							(1,358)	-		
Social Srvs-Admin							(1,429)	-		
Senior Center							(1,429)	-		
Sen. Transportation							(2,229)	-		
Board of Finance							(2,752)	-		
BOS Community Services							(2,903)	-		
Engineering							(3,654)	-		
DepartmentsEcon Dvlmnt							(3,718)	-		
Building Departments							(3,832)	-		
General Liability & INS							(4,424)	-		
Elections Admin							(5,597)	-		
P&OS Maintenance							(7,320)	-		
LIB Bldngs & Grnds							(7,426)	-		
Misc Buildings							(8,320)	-		
Audit							(9,201)	-		
Tax							(10,731)	-		
Bldgs & Mnt Admin							(14,974)	-		
LIB ADLT & YNH ADLT							(22,948)	-		
Legal Services							(27,252)	-		
Police Department							(31,549)	-		
Central Admin							(50,270)	-		
Highway							(145,902)	-		
Subtotal							(369,730)	369,730		



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** EDTF Process Group Recommendations

2. **Date of submission:** 10/20/15

3. **Date of Board Meeting:** 10/26/15

4. **Individual or Entity making the submission:** EDTF Chairman Nancy Haase

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Review recommendations as proposed by the Economic Development Task Force (EDTF) Process Group.

6. **Individual(s) responsible for submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.):**

Nancy Haase nhaase@myspitfire.com / Kevin Crimmins kevin.crimmins@comcast.net / Bill Ethier bethier@hbact.org

7. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

Copy of the EDTF Process Group Recommendations and supporting documentation.

8. **Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**
The following documents are included with this submission and attached hereto:

Copy of the EDTF Process Group Recommendations and supporting documentation.

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

Members: Wayne Cobleigh, Kevin Crimmins, Bill Ethier, Louis George, Ron Jodice

Staff: Hiram Peck, Sarah Nielsen, Nancy Haase

Process Working Group Priority Action: Create and Sustain an Efficient Land Use Permit Application Process

Preface

Simsbury competes for economic development against formidable challenges from regional, statewide, national and even global alternatives. Economic development involves both the attraction of new investors into the local economy and the retention of those who already have invested in the Town. Capital flows most readily to the path of least resistance when the rewards are acceptable for the risks of investing that capital. Accordingly, some of the most important things that the Town can do to improve its effectiveness at economic development and its permitting and decision making processes involve the removal of impediments to sound investments in our Town.

The Economic Development Commission is charged, by the Town's Charter, with supporting and encouraging growth of the Town's Grand List. By statute, the adopted plans and regulations including the Town's Plan of Conservation and Development (POCD) provide documentation of the Town's vision for the types of land uses that it views as desirable. As such these adopted plans and regulations serve as a useful guide to all who have an interest in development regarding the sorts of development that might be considered appropriate and be met with support.

Economic development activity almost invariably includes projects and other plans that require review and approval by the Town's various boards and commissions, especially those focused on land use. Every opportunity to enhance those boards and commissions' reputations for efficiency, preparation and fairness is an opportunity to enhance the Town's competitiveness in economic and community development.

With those ideas as guideposts, this Process Workgroup set out to identify opportunities for improvements, adjustments and enhancements to the process of efficiently bringing forward any project or other initiative related to economic development in Simsbury. All the great branding and marketing work that's been done, from updating the web site to the messaging about what Simsbury has to offer entrepreneurs, employers and job creators, will be wasted if an applicant, i.e., an investor, experiences: A) a difficult, lengthy or confusing process, or B) staff that cannot impress them with service, or C) disrespectful or unprepared commission members who ultimately decide an applicant's future.

Through a lengthy review, evaluation and discussion process, the Group has identified three major areas of focus and a total of six (6) specific recommendations. The areas of focus are listed here, for reference, and the recommendations are presented and discussed in detail below, grouped by area of focus.

- A. Land Use Process, Structure, Sequence of Steps
- B. Staffing, and
- C. Commission Members

Process Working Group Recommendations

A. Land Use Process, Structure, Sequence of Steps:

1. **Revise the Town Charter to consolidate the Planning Commission and Zoning Commission.** Consolidation will improve the efficiency of communications, eliminate delays caused by referrals to separate commissions, enhance the depth of qualified candidates for elected positions and streamline the land use process as well as improve staff efficiency. Combining Planning & Zoning into one body will help meet investor's expectations for a simplified process with as few steps as possible.

Next Steps: Analyze information available from the Connecticut Economic Resources Center regarding which municipalities similar in population to Simsbury have combined Planning and Zoning Commissions and determine whether their results have included improving competitiveness, reducing turnover of members and any other advantages or disadvantages. Benchmark nearby municipalities of Avon, Farmington and Windsor for the impact of establishing a combined Planning and Zoning Commission. Review the Town Charter to assess a call for a Charter revision to establish responsibilities and procedures for Commissions and Boards being evaluated for consolidation.

2. **Optimize the sequencing of Board and Commission meetings to maximize efficiency of the process for applicants.** Where possible, meeting schedules should support a logical flow of the groups whose review is necessary for land use applications. An optimal sequence will avoid unnecessary delays for applicants. Included in the review: the Inland Wetlands Commission, Planning and Zoning Commissions, Economic Development Commission, Zoning Board of Appeals, Water Pollution Control Authority and Design Review Board. Evaluate the application sequence impact of the Farmington Valley Health Department and Fire District. The Design Review Board meeting at the same hearing as the Zoning Commission is a current example of streamlining in action. Pre-application Review meetings requested by applicants for a complex project is also a method to streamline the application process. Likewise, accommodating requests from applicants for joint hearings or meetings, or both, among two or more boards and commissions could make the application process more efficient for all parties involved.

Next Steps: Define optimal sequencing of Town Board and Commission meetings to support efficient movement of projects and applications through the approvals process. To the extent that the current meeting schedules may be inconsistent with that optimal flow, adjust schedules to align with the optimal sequence.

B. Staffing:

3. **Emphasize economic development as a priority and a primary focus of the Town of Simsbury:**
 - a. **Supplement the staffing for both the building department and the planning department.** These departments both report current workloads which exceed the capacity of their current staffing to handle with the desired level of efficiency. Presently, each reports that an additional part-time person would be sufficient to balance their workloads. These two new part-time roles could be consolidated into one full-

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

time, cross-trained staff position. This staff expansion can be expected to improve customer service to Applicants proposing business expansion projects or new economic development projects.

- b. **The Economic Development Commission should operate as a function of the chief executive officer of the Town.** The chief executive officer should be the primary contact responsible for economic development and for supporting the EDC as it facilitates the economic development process from lead generation to preparation of letters of support to applicants. Presently, the EDC operates primarily with guidance from the Town Planner. This change not only will bring the influence and authority of the chief executive officer to the important function of economic development, it also will create efficiencies for the Town Planner and enable the Town Planner to focus more on community development and planning responsibilities. In addition, it aligns a primary duty for economic development with the chief executive officer. Economic development leadership and staffing decisions will be the responsibility of the chief executive officer. The chief executive officer is also the appropriate level of staff responsibility for directing the implementation of approved Economic Development Task Force recommendations with the overall goal to achieve consistent and excellent customer service for applicants. Simsbury needs to stand out from other municipalities as a Town with excellent service by employees, boards and commissions who are well educated on the permit process and who respect the applicant's interests in efficiency and cost-effectiveness. The chief executive officer should regularly report the status and progress on any economic development initiatives to the Board of Selectmen and the public. The chief executive officer should determine how to effectively balance responsibility and accountability for business retention and economic development growth within the total responsibilities of his or her job. Administrative functions and technical matters can be delegated to the appropriate staff. The chief executive officer answering introductory calls from prospective businesses and directing these prospects as appropriate to the EDC, boards and commissions will reinforce that Simsbury welcomes responsible economic development. The chief executive officer should continue the business visitation program and inform prospective applicants of his or her position on economic development matters on the Town's web site inviting prospective applicants to call with their questions, concerns or compliments. The chief executive officer should maintain a high level of awareness of matters relevant to economic development leadership and seek opportunities to make presentations on economic development to prospective real estate developers and corporate siting professionals.

Next Steps: Plan accordingly for staffing requests in the annual budget approval process.

C. Commission Members:

- 4. **Create an orientation and continuous education process and access to tools and resources to enable Commissioners and Board members to be knowledgeable in their roles and responsibilities and well-prepared. In all endeavors, professions and trades, continuous learning is essential to achieving excellence and adapting to changes.** Actively oriented members will differentiate Simsbury and allow us to better compete in the 21st century as an equitable and efficient place for community development,

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

business retention and growth. Budgeting for reimbursement and funding of orientation and continuous education out of pocket and travel expenses by the Town for elected and appointed board and commission members will be an investment that reinforces the Town's values of educational excellence, our reputation for responsible land use. The investment in the education of appointed and elected officials also benefits the Town financially by reducing the potential for litigation for claims and losses due to negligence, errors and omissions in processing land use permit applications.

The primary areas identified for orientation include:

- a) Robert's Rules for conducting meetings, voting and recording of minutes and the role of the chairman and public participation.
- b) Freedom of Information Act Statutes.
- c) The current land use process including CGS 8-7(d) and any changes to the regulatory process.
- d) Civics with an emphasis on federal, state and local government land use regulations and how the State judicial branch of government functions in an appeal of a permit application decision.
- e) The land use applicant's responsibilities, their use of experts and their basic property rights.
- f) A general understanding of the real estate development process, including an overview of project financing, other approval timelines, the importance for the applicant of meeting the market, and how delays can cause proposals to fail.
- g) An understanding of the importance of a commissioner's civic duties, including maintaining monthly meetings throughout the year.

Orientation and continuous education can be conducted on dates when meetings are scheduled to efficiently complete the orientation (including land use commissions, Town Staff, EDC, Zoning Board of Appeals, and Water Pollution Control Authority).

Orientation and continuous education resources are available to Simsbury to invest in our Boards and Commissioners, as follows:

The State of Connecticut Office of Policy and Management Report dated January 13, 2006, "**Land Use Training and Education Available to Members of Local Land Use Agencies**" (in Accordance With Section 85 of Public Act No. 05-3) summarizes a series of ad hoc orientation opportunities available in Connecticut. Orientation resources are available from the University of Connecticut (available in 2015 free of charge and locally with technology that allows for answering test questions real time and anonymously as a class), Connecticut Bar Association, Connecticut Conference of Municipalities, Connecticut Main Street Center, Connecticut Association of Inland Wetland Commissioners, The American Planning Association, The Connecticut Economic Development Association, The International Council of Shopping Centers University and others. The Connecticut Partnership for Balanced Growth, a 501(c)(4) nonprofit, can offer orientation on the land developers' perspective when selecting property to develop and the process developers go through to develop a land use application through public hearings and implementation.

Benefits of a proactive orientation and continuous education program:

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

- a) Reduce costs to the Town and time invested by the Town staff, Town Attorney, Commissioners and Chairpersons, applicants and the public by having fewer and more productive hearings and meetings resulting from better prepared Commissioners.
- b) Enable Commissioners to better prepare themselves for carrying out their responsibilities at each meeting and interaction with Applicants.
- c) Reduce exposure to litigation risks to the Town due to errors or omissions in following the administrative hearing process, state law or Town regulations.
- d) Improve the applicant's and public's confidence and trust in the integrity of the land use permit process for the benefit of the community.
- e) Optimize opportunities to grow the Town's Grand List.
- f) Enhance compliance with Section 85 of Public Act No. 05-3 and a complimentary component to the state planning requirements established under Public Act No. 05-205. These Acts strive to enhance the role of Municipal Plans of Conservation and Development, and to improve the vertical integration of such plans with their regional plan and the State Plan of Conservation and Development. Further efforts to improve the statewide coordination of land use orientation programs for local land use agencies will have a commensurate positive benefit on the quality and effectiveness of municipal plans of conservation and development.
- g) Written guidance materials and videos would help prepare elected officials prior to nomination (see recommendation 5 below) through orientation or onboarding and annually thereafter during their term. The orientation would supplement the nomination's vetting process and enhance the responsibilities of political parties and Commissioners.

Next Steps: Recommend specific alternatives for orientation and continuous education programs and options for funding by the Town for program fees and travel expenses by commissioners and board members.

- 5. **Emphasize the importance of the process for qualifying elected or appointed officials.** Remind the Town's political party committees and other appointing authorities of the importance of the roles and responsibilities of land use commission members and the level of commitment, knowledge and education needed for commission members. Outline the tools and resources for orientation available to nominees from the very beginning of the "onboarding" process.
- 6. **Include a clear summary of the Commissioners' voting record as part of recording the minutes of meetings consistent with Roberts Rules of Order.** This will make the voting records of the land use commissioners fully transparent to voters. To facilitate this objective, the meeting clerk should conduct a roll call of every vote taken regarding delay, approval or denial of a permit application and include each member's roll call vote in the meeting minutes consistent with Robert's Rules of Order using an Excel form that accurately tallies attendance and the voting records. Each commission would then have a continuously updated record of each such recorded roll call vote. Thus, a complete voting record for board and commission members would be readily available for reference by any interested person. This group recommends the format attached as a simple, standard method for the recording of roll call votes by any and all Town of Simsbury boards and commissions.

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

Benefits of a more transparent roll call voting record:

1. Improve accountability of elected and officials to voters and those responsible for nominations or appointments of commission members for their full term of public service.
2. Simsbury gains a competitive advantage in attracting applications for responsible economic development consistent with our Town's stated vision and plans, and in compliance with applicable land use laws.
3. Clarity and transparency reinforces our brand because permit process efficiency, accountability and continuous improvement are built into our land use process.

Next Steps: Review the Robert's Rules of Order Newly Revised 10th Edition regarding roll call votes and the July 1, 2009 memorandum by Hiram Peck to Mary Glassman regarding Land Use Commission, Board and Agency Meeting Minutes. Develop a user friendly, Excel spreadsheet standard template form for use on roll call votes by all boards and commissions that addresses seated and recused commissioners and board members. Adoption of the vote recording policy, the criteria for which votes should be roll call votes and standard format for reporting roll call votes will need to be reviewed and addressed by the Board of Selectmen.

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

Resources Reviewed and Discussed by the Process Group

1. **An Economic Implementation & Marketing Action Study** (Fairweather Consulting and Peter Mathieu & Associates): Shift-Share Analysis on page 7 shows need for improving local competitiveness to attract positive industry mix and positive local share to overcome lack of highway access and leverage proximity to airport. Opportunities exist in niche manufacturing, Jackson lab support services, specialty retail, tourism, hospitality, recreation, and mixed use developments (page 11). This study noted Simsbury’s positive economic development asset as “capacity for expedited approvals” based on Planned Area Development of Simsbury Center Code effective April 15, 2011 (Page 21) and high quality of life in the Knowledge Corridor region. The report also noted “a model planning and approval process” as a factor for “real potential for high-end, innovation-driven development.” (page 24) The report indicated the community inherently seeks to continuously improve everything, [as examples]: regulations, Main Street.”
2. **A Guide for Processing Land Use Development Applications 2009** (25 pages), Notice of Meetings for Regular, Special and Emergency Meetings (1 page).
3. **Draft May 12, 2014 Application Flow Charts** Pages 59-63 outlining Pre-Submittal Process and Formal Submittal Process.
4. **Town of Simsbury Organizational Chart revised March 27, 2014**
5. **Economic Development Strategic Action Plan (Pages 50-105) approved by EDC on 12/4/95** with 4 initiatives including a Goal “**to develop public/private partnerships and advocate a process for continuous improvement and create a better atmosphere for economic development to take place.**” (Page 55). “It is recommended that the Board of Selectmen issue a mandate (Executive Order) to instill the continuous improvement process in the operations of the Town of Simsbury.” **Strategy 1:** Create and implement an internal “customer-service oriented” operations plan developed by Town officials and employees, that focuses on improving customer satisfaction and on providing user-friendly, **streamlined processes in support of economic development activities.**” (Page 56)
6. **Report of the Joint Committee on Economic Development, Report to the Economic Development Commission, September 2001 (Pages 5- 6) Summary of Recommendations** “**Training : Provision that the Town find relevant training for all volunteers serving on boards and commissions** combining presentations whenever applicable. In turn, volunteers will provide information to staff regarding perspectives on the [land use permit] approval process.
7. **Charter of the Town of Simsbury Section 610 Economic Development Commission (terms and appointment) and Section 7-136 (a) through (d) of the Connecticut General Statutes regarding Municipal Economic Development Commissions.** Simsbury has flexibility to reduce term limits to less than 5 years to attract EDC members and can **annually** appropriate for the EDC purposes a sum not exceeding one-twentieth of one percent of the last-completed grand list of taxable property.

**Town of Simsbury Economic Development Task Force – Process Working Group Recommendations
September 8, 2015**

8. **Report on Land Use Training and Education Available to Members of Local Land Use Agencies by State of Connecticut Office of Policy and Management dated January 13, 2006.** This report recommends:
 - a. Support land use education through strengthening of existing efforts, rather than creating or mandating new programs or entities.
 - b. Support and strengthen the Land Use Education Partnership as the best vehicle for “basic training” of local land use officials.
 - c. Regional Planning Organizations should continue to work with their member municipalities to ensure that the Partnership training is conducted for new commission members at appropriate intervals throughout the year.

9. Robert’s Rules of Order, Newly Revised In Brief and Robert’s Rules of Order Newly Revised 10th Edition p. 405 l. 13 to p. 407 l.3. on roll call voting procedures.
10. Appendix A : Summary of Statutory Procedural Requirements pages 124-127
11. Town of Simsbury Zoning Commission Rules of Procedure Revision 5/18/2011
12. Summary of 2014 Survey by Connecticut Conference of Municipalities and State of Connecticut data of Municipalities in Connecticut with combined and separate Planning and Zoning Commissions by Commission Size, by Population, by Elected vs. Appointed Commissioners
13. Memo from Hiram Peck to Nancy Haase on Orientation activities for Board and Commission members dated August 11, 2015.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of Submission:**
2. **Date of Submission:**
3. **Date of Board Meeting:**
4. **Individual or Entity making the submission: (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**

The Individual or Entity making the submission requests that the Board of Selectmen:

review a 10 minute summary of the 2015 Season at Simsbury Meadows,
accept the 2015 Administrative Fee of \$10,000 per the Facility Operating Agreement,
The 2016 Season Plans are under way. The HSO has chosen the 2016 TMMF dates.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

Simsbury Performing Arts Center Inc. requests that the Simsbury BOS offer a five year Facility Operating Agreement. No action is requested at this meeting.

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

\$10,000 will be paid as required by the Operating Agreement

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

none



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignation
2. **Date of submission:** October 21, 2015
3. **Date of Board Meeting:** October 26, 2015
4. **Individual or Entity making the submission:** Barbara A. Petitjean, 28 Drumlin Road, West Simsbury
5. **Action requested of the Board of Selectmen:**
The Individual or Entity making the submission requests that the Board of Selectmen: Accepts the resignation of Barbara A. Petitjean from the Board of Ethics, effective October 20, 2015.
6. **Summary of Submission:**
Resignation: Barbara A. Petitjean, Regular Member
Board: Board of Ethics
Party: Republican
Effective: October 20, 2015
Term of Office: January 1, 2015 to January 1, 2019
7. **Financial Impact:** None
8. **Description of documents included with submission:**
The following documents are included with this submission and attached hereto:

Letter of resignation

Barbara Petitjean
28 Drumlin Road
West Simsbury, CT 06092

Carolyn Keily
Simsbury Town Clerk
933 Hopmeadow Street
Simsbury, CT 06070

October 20, 2015

Dear Carolyn,

Please accept my resignation from the Simsbury Board of Ethics effective immediately. It has been an honor to serve on the Board with such dedicated members.

I gave advance notice to the Simsbury Republican Party and have been told that they are ready to put forward a replacement now so there should be no quorum issues on the Board.

Sincerely,



Barbara Petitjean

CC Simsbury Republican Town Chairman
Office of the First Selectman
Acting Board of Ethics Chair



CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 7:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Christopher Kelly, Philip Purciello and Michael Paine. Others in attendance included: Thomas Cooke, Director of Administrative Services and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Mark Orenstein, 82 Old Meadow Plain Road, spoke about the Senior/Community Center project. He showed the Board a piece of property at the end of Central School, behind the ball fields, that he thinks should be looked at for this project. The Town already owns this property and it should be looked at as an alternative spot.

Joan Coe, 26 Whitcomb Drive, spoke about being a candidate for First Selectman, a Town Manager form of government, zoning restriction waivers, job qualifications of a Board member, the Senior/Community Center and other issues.

Robert Kalechman, 971 Hopmeadow Street, spoke about different issues he feels the Board is lying about, the First Selectman’s salary, how he is running for First Selectman, and other issues.

Wooda McNevin from SCTV said they are starting the fund raising campaign. He explained that SCTV is a free resource to the public of Simsbury, but they still have payroll, insurance, and maintenance costs. He said they are asking for volunteers and for people to donate to SCTV. For more information, residents can go to SCTV.org.

Mr. McNevin also said SCTV will be holding a mini film festival on October 23rd at 7:00 p.m. at the High School. They are hoping that this event will help get people more interested and involved in SCTV.

Mr. Purciello asked for a point of personal privilege to respond to some public comments. He stated his prior employment positions including working for The Travelers and being in the U.S. Navy for six years. He thanked Men’s Warehouse for employing him after completing his Navy tour. He feels he is more than qualified for the position of Selectman.

PRESENTATIONS

Ms. Heavner said there were no presentations at this time.

FIRST SELECTMAN’S REPORT

Ms. Heavner thanked the Public Works Department, Library, Parks and Recreation, and Town staff for putting the “Touch a Truck” event on Saturday, October 3rd. She said this was a very successful event.

Ms. Heavner said the leaf pick-up schedule is now posted on www.simsbury-ct.gov or residents can call Public Works at 860-658-3222 to find out when their leaves will be picked up.

Ms. Heavner said Simsbury Celebrates is looking for volunteers for its event on Saturday, November 28th. If anyone is interested, they can contact the Planning Committee at 860-658-3836 or by e-mailing them at simscelebrates@gmail.com.

SELECTMEN ACTION

a) Approve Tax Refunds

Mr. Kelly made a motion to approve tax refunds in the amount of \$11,053.26 as requested and approved by the Tax Collector. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Consider Request for Waiver of Fees for the Landmark Building at 760 Hopmeadow Street

This item was tabled for future consideration and on-going talks.

c) Consider Tax Abatement Request for Chestnut Hill Associates of Simsbury, LLC

This item was tabled due to uncompleted deliberations.

d) Acceptance of Archdiocese of Hartford donations in the amount of \$1,133 for the Keep Simsbury Warm Fund and \$2,133 for the Simsbury Food Closet

Mr. Askham made a motion to accept the donations of \$1,133 and \$2,133 from the Archdiocese of Hartford for Keep Simsbury Warm and Simsbury Food Closet with thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Acceptance of donation of \$3,500 from the Hartford Foundation for Public Giving to support Social Services Department programs

Ms. Cook made a motion to accept the donation of \$3,500 from the Hartford Foundation for Public Giving to support the Social Services Department programs with thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Authorize the First Selectman to execute a Dial-A-Ride Operating Assistance Grant Contract with the Greater Hartford Transit District in the amount of \$6,800

Ms. Heavner noted that there is no Town match to this grant.

Mr. Purciello made a motion to authorize the First Selectman to execute a Dial-A-Ride Operating Assistance Grant Contract with the Greater Hartford Transit District in the amount of \$6,800. Mr. Kelly seconded the motion. All were in favor and the motion passed.

g) Authorize the First Selectman to execute a CASAC Grant Application in the amount of \$5,323 to Support Local Prevention Activities

Ms. Heavner said that Social Services applies for this grant each year to provide for substance abuse prevention. She said that no motion is needed on this item.

h) Approve Public Gathering Permit for Simsbury Celebrates Event on November 28, 2015

Ms. Heavner said Simsbury Celebrates will be held on November 28th from 4-8:30 p.m. Ms. Rea has secured all the necessary sign-offs and the application is ready for Board approval. There is no financial impact on the Town.

Mr. Kelly made a motion to approve the Public Gathering Permit for Simsbury Celebrates on November 28, 2015 with thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

a) Update on Senior Community Center Project

Ms. Heavner said she received a letter from Chestnut Hill withdrawing from this, therefore, the Performing Arts Center and Andy's Market space are still up for consideration.

APPOINTMENTS AND RESIGNATIONS

a) Appoint Peter L. Tedone (R) as a regular member of the Police Commission with an expiration date of January 1, 2019

Mr. Askham made a motion to appoint Peter L. Tedone as a regular member of the Police Commission with an expiration date of January 1, 2019. Ms. Cook seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

- a) **Regular Meeting Minutes of September 28, 2015** – no action was taken and therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel – Approval of New and Updated Job Descriptions
a. Senior Building Maintainer

Mr. Kelly said there was a Personnel Committee meeting and the following job descriptions have been approved by them. The Senior Building Maintainer position is a new position, which was approved in the budget process.

Mr. Kelly made a motion to approve the job description for the position of Senior Building Maintainer – T8. Mr. Askham seconded the motion. All were in favor and the motion passed.

b. Project Administrator – DPW

Mr. Kelly made a motion to approve the job description for the position of Project Administrator- DPW – A-1. Mr. Askham seconded the motion. All were in favor and the motion passed.

c. Administrative Assistant – WPCF

Mr. Kelly said this was a change to a position. This makes the position more consistent with a similar position in the Public Works Department and it reflects on billing and cross-training.

Mr. Kelly made a motion to approve the job description and title change for the position of Administrative Secretary II-WPCF. Mr. Askham seconded the motion. All were in favor and the motion passed.

- 2. Finance** – no report at this time
3. Welfare – no report at this time
4. Public Safety – no report at this time
5. Board of Education – no report at this time

Ms. Cook thanked the Simsbury Bike Friendly Committee who worked very hard for the National Bike Challenge event. Simsbury came out 5th in the whole country and Weatogue was 2nd. Everyone had a great time.

Ms. Heavner said the Board will be discussing the open space disposition policy at the next meeting.

Ms. Heavner thanked the schools, parents and volunteers for helping with the bike/walk to school month.

ADJOURN

Mr. Askham made a motion to adjourn at 7:34 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk