



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

AMENDED

SIMSBURY BOARD OF SELECTMEN

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury

Regular Meeting – October 14, 2015 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Consider Request for Waiver of Fees for the Landmark Building at 760 Hopmeadow Street
- c) Consider Tax Abatement Request for Chestnut Hill Associates of Simsbury, LLC
- 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
- e) Acceptance of donation of \$3,500 from the Hartford Foundation for Public Giving to support Social Services Department programs
- 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
- g) Authorize the First Selectman to execute a CASAC Grant Application in the amount of \$5,323 to Support Local Prevention Activities
- h) Approve Public Gathering Permit for Simsbury Celebrates Event on November 28, 2015

Telephone (860) 658-3230
Facsimile (860) 658-9467

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

OTHER BUSINESS

- a) Update on Senior Community Center Project

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

REVIEW OF MINUTES

- a) Regular Meeting of September 28, 2015

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- 1. Personnel – Approval of New and Updated Job Descriptions
 - a. Senior Building Maintainer
 - b. Project Administrator – DPW
 - c. Administrative Assistant – WPCF
- 2. Finance
- 3. Welfare
- 4. Public Safety
- 5. Board of Education

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** 10-6-2015
3. **Date of Board Meeting:** 10-14-2015
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):

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 **\$ 11,053.26**

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					
					\$0.00
					\$0.00
					\$0.00
Total 2012		\$0.00	\$0.00	\$0.00	\$0.00
List 2013					
ARI Fleet LT	13-03-50459	\$1,088.20	\$34.87		\$1,123.07
ARI Fleet LT	13-03-50484	\$1,184.39	\$37.95		\$1,222.34
Cardoso Lorraine J	13-03-52571	\$173.63	\$5.57		\$179.20
Nol Josephine	13-03-63517	\$40.63	\$1.30		\$41.93
O'Brien Margaret	13-03-63608	\$566.76	\$18.16		\$584.92
					\$0.00
					\$0.00
Total 2013		\$3,053.61	\$97.85	\$0.00	\$3,151.46
List 2014					
Corelogic-Bamberg	14-01-377	\$3,820.44			\$3,820.44
Snacks & Stuff LLC	14-02-40739	\$16.51			\$16.51
ARI Fleet LT	14-03-50468	\$949.90	\$30.45		\$980.35
ARI Fleet LT	14-03-50489	\$930.97	\$29.85		\$960.82
Astrazeneca LP	14-03-50584	\$101.15	\$3.24		\$104.39
Capetta Steven H	14-03-52532	\$97.63	\$3.13		\$100.76
Chavez Nancy L	14-03-52937	\$53.63	\$1.72		\$55.35
Czaikowski Neil	14-03-53947	\$27.06	\$0.87		\$27.93
Grise Michael	14-03-57147	\$130.03	\$4.17		\$134.20
Honda Lease Trust	14-03-58090	\$46.29	\$1.48		\$47.77
Honda Lease Trust	14-03-58185	\$206.65	\$6.63		\$213.28
JP Morgan Chase	14-03-59118	\$450.82	\$14.45		\$465.27
Mule Robert M	14-03-62839	\$64.11	\$2.05		\$66.16
Nyquist Mark	14-03-63538	\$71.42	\$2.29		\$73.71
OConnel Walter	14-03-63594	\$26.58	\$0.85		\$27.43
Polo Ashley A	14-03-64689	\$343.81	\$11.02		\$354.83
Prager Beverly T and Richard	14-03-64829	\$50.67	\$1.63		\$52.30
Sidoti Frank J Jr	14-03-66937	\$60.62	\$1.95		\$62.57
Sidoti Frank J Jr	14-03-66940	\$1.52	\$0.05		\$1.57
Sincock Thomas F	14-03-67146	\$19.68	\$0.63		\$20.31
Spaulding Justin	14-03-67512	\$51.82	\$1.67		\$53.49
Spaulding Justin	14-03-67513	\$45.66	\$1.47		\$47.13
Toyota Lease Trust	14-03-68622	\$155.42	\$4.98		\$160.40
Vogt Roger D	14-03-69266	\$43.36	\$1.39		\$44.75
Vogt Roger D	14-03-69267	\$53.86	\$1.73		\$55.59
Whitemoe Stephen P	14-03-69904	\$9.91	\$0.32		\$10.23
Wolman Marvin	14-03-70161	\$140.58	\$4.50		\$145.08
Wright Kimberly L	14-03-70243	\$20.01	\$0.64		\$20.65
Wright Steven F	14-03-70250	\$9.54	\$0.31		\$9.85
					\$0.00
					\$0.00

3590.25

					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total 2014		\$7,999.65	\$133.47	\$0.00	\$8,133.12
TOTAL 2012		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2013		\$3,053.61	\$97.85	\$0.00	\$3,151.46
TOTAL 2014		\$7,999.65	\$133.47	\$0.00	\$8,133.12
					\$11,284.58
TOTAL ALL YEARS		\$11,053.26	\$231.32	\$0.00	\$11,284.58

\$7,463.01



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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** 10-6-2015
3. **Date of Board Meeting:** 10-14-2015
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):

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 **\$ 11,053.26**

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):
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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Request for Waiver of Fees
2. **Date of submission:** August 12, 2015
3. **Date of Board Meeting:** September 16, 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):

HOP 760, LLL, David Richman, member - (860) 930-1121 - darlar3@aol.com
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:

Refund filing fee to appeal zoning violation. Agreement reached to file an amended site plan instead.
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.): See attached memorandum.
7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury): \$240.00

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:

Hop760, LLC is the owner of the Landmark Building at 760 Hopmeadow Street. The Landmark Building is on the Historical Register. The new owners have sought to bring positive economic life to this important building that had been vacant for a significant period of time after Simsbury Bank departed.

In March 2015, the Town issued a notice of a land use violation with respect to the current use of a former lunch room. A hair salon was put in the vacant space. The violation involved one parking space, and the owner believes that it had a sufficient number of parking spaces. There was no dialog before the issuance of the violation.

The owner filed an application with the Zoning Board of Appeals to contest the violation and paid a filing fee of \$240.00. The Town Planner stated a desire to create shared parking in the Town Center. Jim Gallagher says that there has been shared parking in that area for decades. None of the businesses can satisfy the parking requirements without including the available public spaces on Hopmeadow Street and the public lots. See attached March 29, 1984 minutes. ("Adequate space will be available in the municipal lots behind Eno Memorial Hall and off Phelps Lane."). The owner always allowed others to use the parking lot, and agreed that to shared parking as a continuation of existing practice. Then the Town requested additional expensive studies and analyses from the owner, and the appeal continued.

Simsbury Bank squeezed 39 employees in the building and its growth required it to find larger quarters. Currently, approximately 22 persons work in the building, resulting in substantially less parking demand than previously. The existing site plan fails to count the available number of parking spaces. Attached is a photo of two additional spaces not credited to the owner. There are additional spaces as well.

Following conferences with Town Counsel and officials in the planning department, the matter was resolved by agreement. As part of that agreement, the owner is filing an amended site use plan and the hearing before the Zoning Board of Appeals was canceled. The owner is paying for the fees for the new site use plan.

Because the appeal was resolved by agreement and additional fees became due to the Town under that agreement, Hop760, LLC requests a refund of the original \$240.00. Mr. Richman had requested that the initial fees be applied to the new application, but the waiver of fees rests with the Board of Selectmen. Accordingly, Hop760, LLC requests a refund of the initial \$240.00 fee payment.

All variances made due to size and configuration of the properties and buildings. All in the town's interest.

He then spoke to the plan, showing ingress and egress, plantings, and submitted a plan showing location and size of signs on the buildings. Mr. Rome stated they concur with suggestions of the Town Engineer and they will be met.

Tom Mulcahy of Landev Inc. then displayed the plan showing proposed signs for the 760 Hopmeadow building - for People's Bank and Landev, Inc. He described the location and design of the signs - all within the zoning requirements. There will also be directional signs on the properties to accommodate free flow traffic through to Station Street bypassing the drive-in teller. He described the location of these signs as well as the layout of the proposed drive-in teller to the rear of the building. A tenant for 6 Station Street has not yet been finalized but the sign is shown as to location and size.

Discussion followed on the proposal, particularly as it related to parking, and ingress and egress. Mr. Fuller of Landev Inc. was present and in answer to questions, stated that Landev is negotiating use of the so-called drive east of 8 Station Street to Station Street, which was used as necessary. This drive is located on an abutter's property. But at this time they are showing ingress and egress only over the parcels over which they have control. Discussion ensued on other business uses in the center and needs for parking, notation that there is a policy that parking can be shared in the center zone and there is a municipal parking lot behind Historical Society property on Railroad Street - and some parking will be available in rear of Eno Memorial Hall. The owners of the buildings will seriously consider requiring employees to park in the municipal lot, and have represented to People's Bank that there will be 10 spaces, but there will be other tenants. Landev Inc will share the first floor of 760 Hopmeadow Street with the Bank as well as part of the second floor.

Mr. Rome stated that there is an obligation to the bank and there is a sales agreement with the town and that there is a variance for 22 spaces.

It is noted that Town Planner Tolisano's report, Town Engineer's report, Conservation Commission report, and the Planning Commission's report were received. The Planning Commission at its meeting May 8, 1984 recommended the zone change and that the site plan be approved, but with the recommendation that handicap access provisions be provided if possible on the final site plan.

Mr. Fuller stated that they are investigating handicap access to both buildings.

There being no further questions, the hearing was closed.

Hearing Closed



Bldg Official

ZONING COMMISSION

SIMSBURY, CONNECTICUT 06070

May 29, 1984

Margaret C. Shanks
First Selectman
Town of Simsbury

Dear Mrs. Shanks:

The Simsbury Zoning Commission, at its meeting May 21, 1984, took the following action by unanimous vote:

That the following change of zone be filed in the Office of the Town Clerk, Town Hall, as part of the Zoning Map. Effective date of such change being May 25, 1984:

*10
Hopmeadow
COP #8
Station*

Change of Zone: A Zone Change from Simsbury Center Zone Sub-Zone C to Simsbury Center Zone Sub-Zone A for properties known as 760 Hopmeadow Street and 8 Station Street, Simsbury, Connecticut.

Further, pursuant to Article Seven, Section L of the Simsbury Zoning Regulations, the necessary variances having been granted, the Zoning Commission approved a site plan entitled, "Site Development Plan Old Simsbury Town Hall & Police Station Landev, Inc. Developer Town of Simsbury Owner... Date May 7, 1984", modified as follows:

The Final Plan (Mylar) submitted for signature is to contain the following notes:

- a. Exterior lighting, landscaping, and signing subject to field inspection and approval of the Town Planner.
- b. Additional erosion and sedimentation controls shall be implemented as directed by the Simsbury Conservation Officer should field conditions warrant.
- c. Drainage, sedimentation and erosion controls are subject to field inspection and approval of the Town Engineer.
- d. All proposed improvements including landscaping are to be completed or bonded prior to issuance of the Certificate of Occupancy.

Margaret C. Shanks

-2-

May 29, 1984

The Final Plan (Mylar) is to show the following:

- a. The entrance to the property from Hopmeadow Street as a one-way ingress.

The Chairman or Secretary be directed to sign the Final Plan modified as noted above.

The applicant be advised that:

- a. The modified site plan shall be ready for the Chairman or Secretary's signature within 90 days of date of approval. A copy of the signed plan shall be filed with the building official, and no development shall be permitted except substantially as shown on the modified and approved plan.

The Commission recommends:

- a. The owner/developer monitor employee space utilization in order to determine if customer space is being used. Adequate space will be available in the municipal lots behind Eno Memorial Hall and off Phelps Lane.

Please contact Town Planner Tolisano and Town Engineer Sawitzke for the requirements noted in this letter as well as the number of prints required of the signed plan.

Very truly yours,

James W. Gallagher
Acting Chairman
SIMSBURY ZONING COMMISSION

b1s

Certified Mail #P306 964 911

cc: Town Clerk
Town Attorney H. Martyn Owen
Attorney Lewis B. Rome
Town Engineer
Town Planner
Building Official ✓
Landev, Inc.



ZONING BOARD OF APPEALS
SIMSBURY, CONNECTICUT

THIS IS TO CERTIFY that the Simsbury Zoning Board of Appeals granted variances concerning property owned by the Town of Simsbury located at 760 Hopmeadow Street and 6 Station Street, Simsbury, Connecticut. Simsbury Center Zone. Deed References: 6 Station Street - Volume 133, page 283. 760 Hopmeadow Street - Volume 234, page 554.

Said variances to be as follows:

1. Variances in the yard requirements for existing building on Parcel 3, to allow existing building to become conforming. Applicable Regulation: Article Seven, Section L-3-a and L-3-b.
2. Variances of location of unscreened mechanical equipment related to buildings on Parcel 2 and Parcel 3. Any replacement must be of similar size. Applicable Regulation: Article Seven, Section L-4-f.
3. Variance to allow continuance of existing overhead wires on Parcels 2, 3 and 4. Applicable Regulation: Article Seven, Section L-4-b.
4. Variance in the parking requirements to permit 22 spaces on Parcel 3. Applicable Regulation: Article Seven, Section L-4-h.
5. Variance to Zero parking spaces for Parcel 2, with the provision that no additional square footage is added to existing building. Applicable Regulation: Article Seven, Section L-4-h.
6. Variances to permit parking in the 20 foot yard requirement. Applicable Regulation: Article Seven, Section L-3-b.
7. Variances to permit parking in the 20' yard requirement. Applicable Regulation: Article Seven, Section L-3-a.
8. Variances of required landscaped break in parking. Applicable Regulation: Article Seven, Section L-4-h.
9. Variance in yard requirements for building on Parcel 2 on Station Street to allow existing building to become conforming. Applicable Regulation: Article Seven, Section L-3-b.

The following provision shall apply: Parcel #4 is to be limited to parking. No addition building(s) to be constructed.

Map Reference: Map entitled, "Prepared for Landev, Inc. Hopmeadow & Station Streets Simsbury, Connecticut....ed lally and associates...123 Prospect Hill Road Windsor, Conn 06095 Scale: 1" = 10' March 30, 1984"

This is to certify that special circumstances are attached to the property, specifically the location of existing buildings on the parcels, revisions to the Simsbury Zoning Regulations when the Simsbury Center Zone was incorporated into the Zoning Regulations in 1969, and the understanding that parking is also available on other Simsbury Center Zoned properties. These circumstances constitute a hardship to the applicant and relief can be granted without detriment to the public welfare and impairment to the integrity of the Zoning Regulations.

The Vote of the Board of Appeals was unanimous.

Effective date: April 27, 1984, provided a copy of the decision is filed in the office of the Town Clerk and provided the decision is recorded in the Land Records by the owner.

I hereby certify this is a true copy of the decision of the Simsbury Zoning Board of Appeals April 17, 1984.



Charles E. Davis
Secretary
SIMSBURY ZONING BOARD OF APPEALS

CERTIFIED MAIL #P388 880 933 to
Margaret C. Shanks
First Selectman
Town of Simsbury

cc: Town Clerk
Building Official
Zoning Commission
Attorney R. Case
Town Attorney Owen







86 Hopmeadow Street
P.O. Box 248
Simsbury, CT 06070-0248

Tel 860.651.2088
Fax 860.651.2075

Martin J. Geitz
President & Chief Executive Officer

March 25, 2015

Charles D. Houlihan, Jr.
Houlihan Law Offices
P.O. Box 582
75 West Street
Simsbury, CT 06070

Re: Simsbury Bank Employment at 760 Hopmeadow St.

Dear Chip:

Per your request, we have checked our records and found that we had a peak number of 39 employees active at 760 Hopmeadow Street during our tenancy. Note, however, that we typically also had five to ten visitors daily.

Please do not hesitate to let me know if I can be of further assistance.

Very truly yours,

/s/ Martin J. Geitz

Martin J. Geitz
President
Chief Executive Officer



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

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:

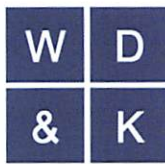
- Preservation of Historic Iconic Mansion
- Preservation of Open Space (West and North Landscape)
- Alignment with Award-winning Town Cherrette
- Favorable Economic Impact During Construction (~\$10M of economic activity)
- Highly Favorable Economic Impact after Construction and Occupancy (~\$2M)
- Upon 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.

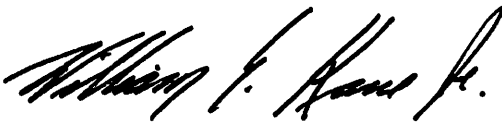
This 88-unit apartment complex, which was completed in early 2014, represents the highest quality apartment in the community. For the 2014 Grand List, this complex has an assessment and tax burden of \$96,392 and \$3,693 per dwelling unit, respectively. While this complex has superior amenities than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



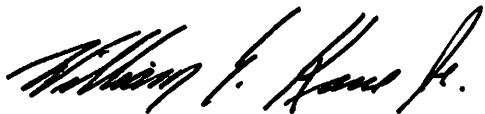
William E. Kane, Jr., MAI
License No. RCG.0000318

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

<u>Mansion Interiors</u>	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
<u>Mansion Exteriors</u>		
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
<u>Sitework to Restore Mansion Building</u>		
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
<u>Misc.</u>		
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
<u>Potential Historical Tax Credits On Above Scope</u>		
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

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.

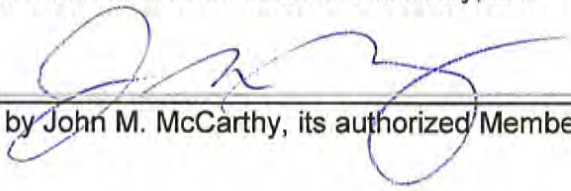
CHAS has provided its "**Business Plan**" as part of this Tax Abatement Application which shows its anticipated future investment in the development of the Mansion and the surrounding land it owns.

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

146 Hartford Road
Manchester, CT
06040
1 860.646.2469
800.286.2469
F 860.533.5143
www.fando.com
Connecticut
Massachusetts
Rhode Island
South Carolina



Mr. John McCarthy

August 27, 2014

Page 2

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



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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.



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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



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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	\$180.00
	(estimate 10 samples @ \$18/sample)	
	Laboratory analyses by TEM –NOB	\$850.00
	(10 samples @ \$85.00/sample)	



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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.



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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



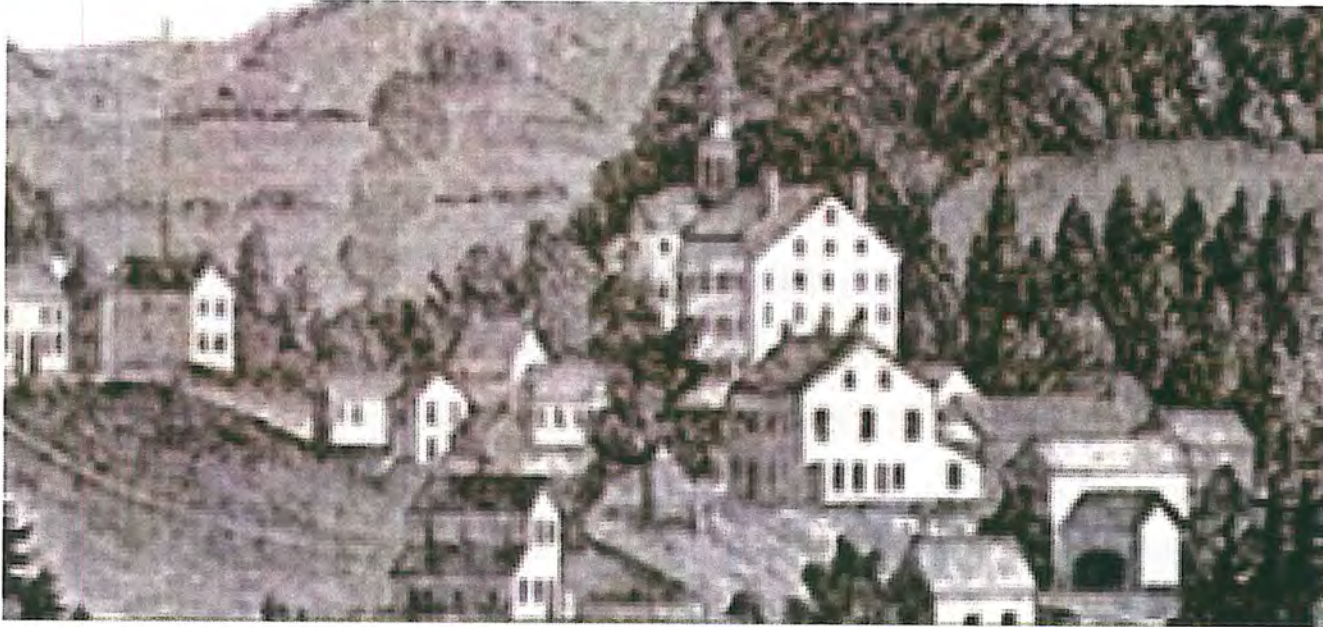
- Community Involvement: building and maintaining strategic alliances and strong reputation within the community and greater Farmington Valley
- Customer Focus: designing and developing attractive lifestyle units that appeal to active residents, especially those who love and respect history and who value 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
P: (860) 724-3000 F: (860) 724-3015

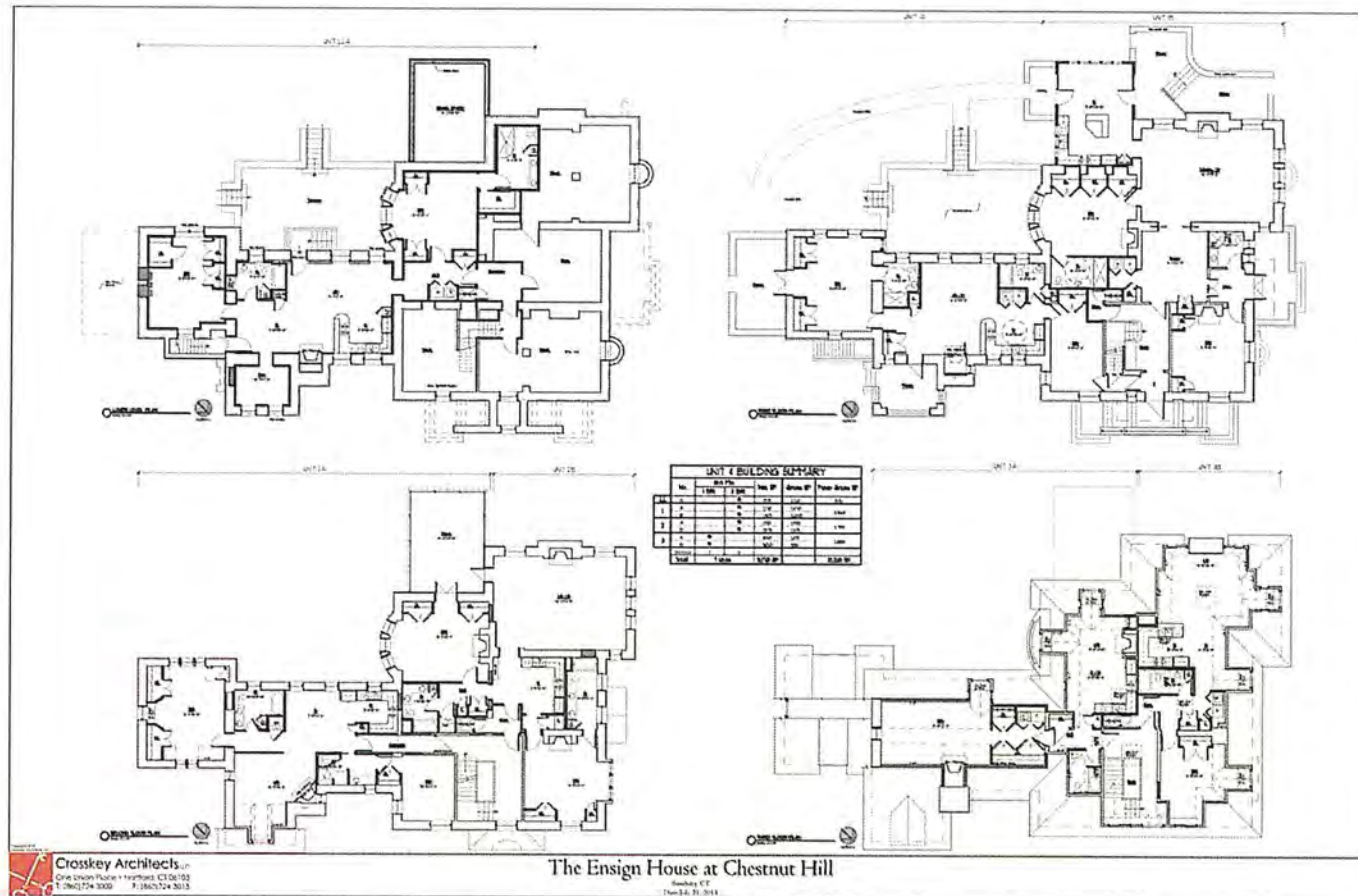
The Ensign House at Chestnut Hill

Soubury, CT
From July 31, 2014

Mansion Elevations



Mansion “Vintage” Floor Plans

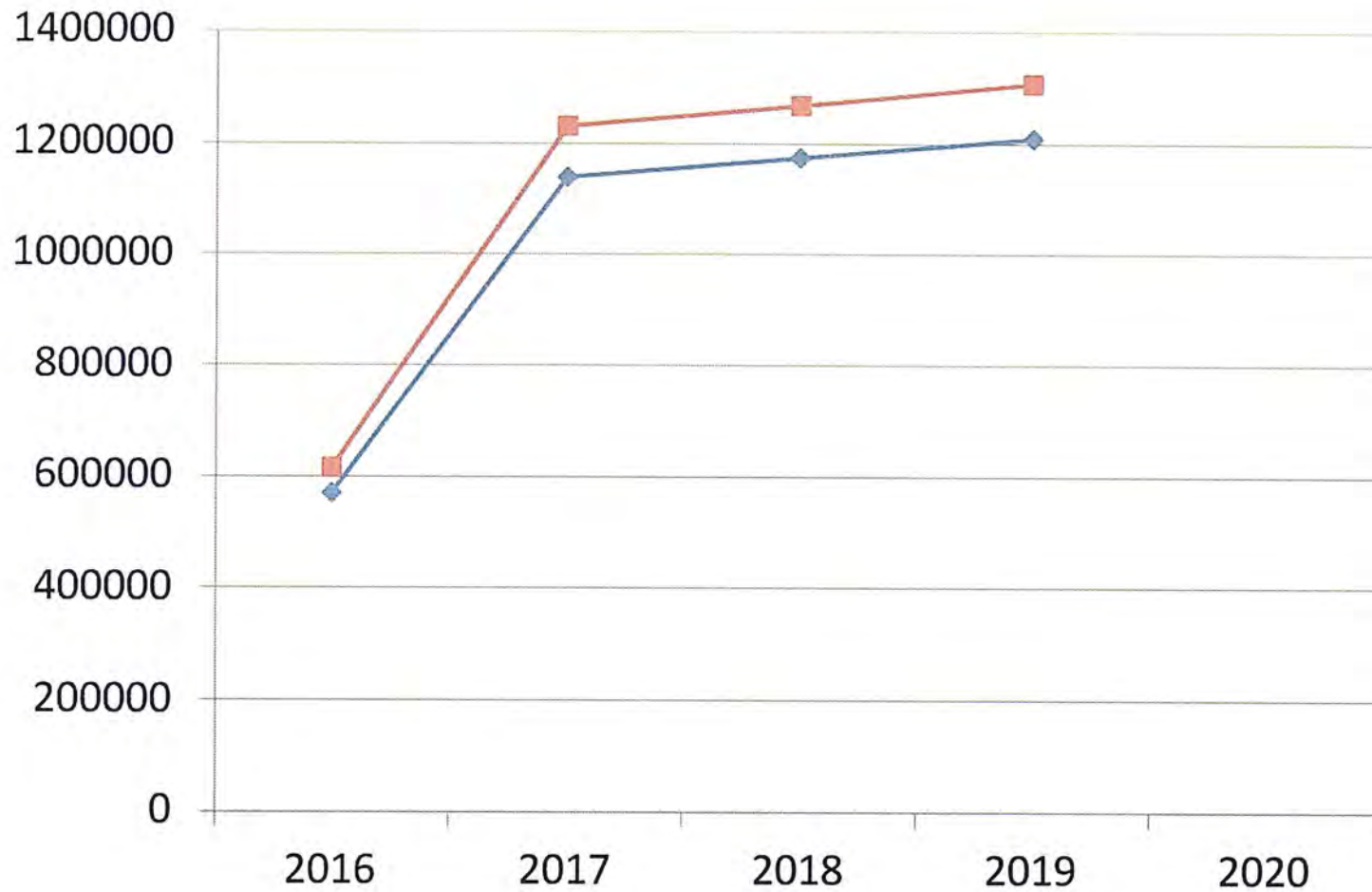


CHAS Rental Projections

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

~3-5% vacancy & credit loss

Growth rate of ~3-4%

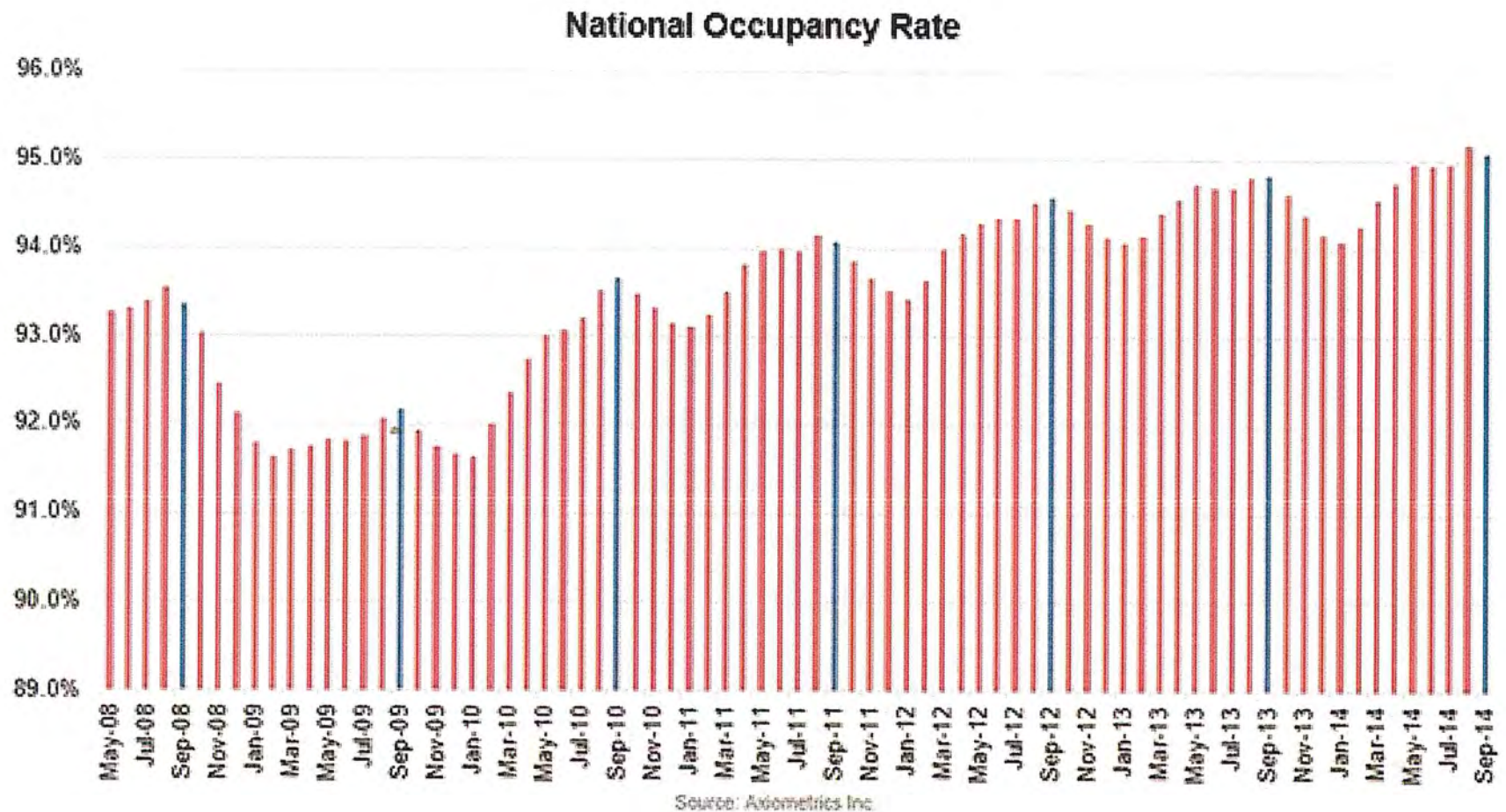


National Rental Rate Growth

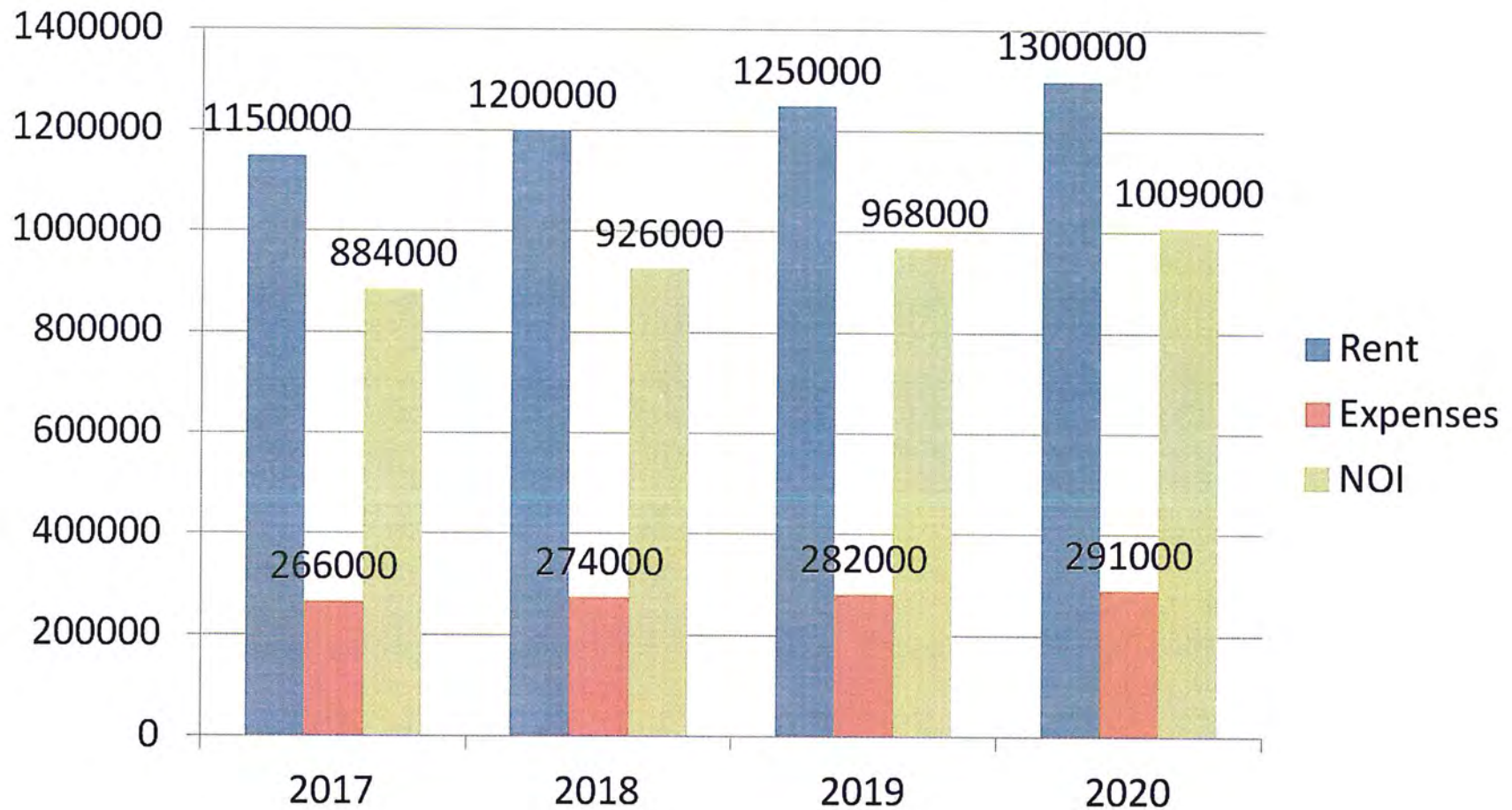


Source: Axionmetrics Inc.

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

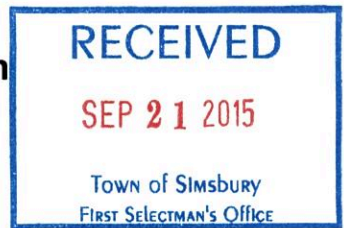
Construction Cost Estimates

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

**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.

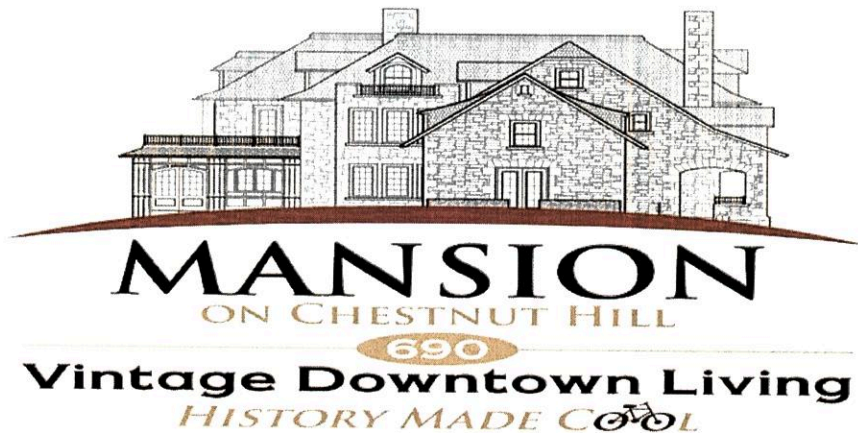
CHAS further plans to surround the Mansion, specifically to the east and south of the site, with compatibly designed residential units that will be more expensive to construct than what "box building" developers would create. CHAS therefore requests that real estate taxes be waived completely during 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		

**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:

Does the application contain:

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.		



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Acceptance of Archdiocese of Hartford donations
2. **Date of submission:** September 29, 2015
3. **Date of Board Meeting:** October 14, 2015
4. **Individual or Entity making the submission:** M. Lecours-Beck
Director of Social Services
5. **Action requested of the Board of Selectmen:** Acceptance of Archdiocese of Hartford donations in the amount of \$1,133.00 for the Keep Simsbury Warm Fund, and \$2,133.00 for the Simsbury Food Closet.
6. **Summary of submission:** The Archdiocese of Hartford Archbishop's Annual Appeal has provided a donation in the amount of \$1,133.00 for the Keep Simsbury Warm Fund and \$2,133.00 for the Simsbury Food Closet.
7. **Financial Impact:** None
8. **Description of documents included with submission:** None



Town of Simsbury

933 HOPMEADOW STREET

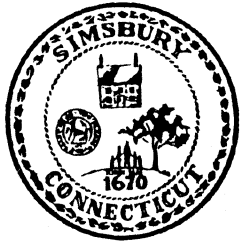
P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION

1. **Title of Submission:** Hartford Foundation For Public Giving Donation
2. **Date of Submission:** October 6, 2015
3. **Date of Board Meeting:** October 14, 2015
4. **Entity making Submission:** M. Lecours-Beck, Director of Social Services
5. **Action Requested:** Acceptance of financial donation in the amount of \$3,500.00 from Hartford Foundation for Public Giving
6. **Summary of Submission:** The Hartford Foundation for Public Giving has donated \$3,500 for our Cheese Day, Bread Day and Food Closet Programs, which assist low-income residents of Simsbury.
7. **Financial Impact:** \$3,500 donation to the Social Services Department



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Dial-A-Ride Operating Assistance Grant Contract
2. **Date of submission:** October 6, 2015
3. **Date of Board Meeting:** October 14, 2015
4. **Individual making submission:** M. Lecours-Beck, Director of Social Services
5. **Action requested of Board:** Authorization for the First Selectman to sign the Operating Assistance Grant Contract between the Greater Hartford Transit District and the Town of Simsbury in the amount of \$6,800.00.
6. **Summary of submission:** The Greater Hartford Transit District provides an operating grant to the Town of Simsbury. The grant offered this year is in the amount of \$6,800, and is to be used to assist the Town of Simsbury with the operational costs of the Dial-A-Ride program.
7. **Financial impact:** Grant funds in the amount of \$6,800.
8. **Description of document included with submission:** Copy of Operating Assistance Grant Contract between the Greater Hartford Transit District and the Town of Simsbury.

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2015 by and between the Greater Hartford Transit District (the "District") and the Town of Simsbury ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2016-ADA-01 Agreement 4.19-06 (11) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of Simsbury for the time period of July 1, 2015 - June 30, 2016.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2015, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operating Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$ 13,600.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$6,800.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must be in the categories set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$6,800.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2015 through June 30, 2016. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders - This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between

the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 15 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this _____ day of _____, 2015.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF SIMSBURY

The Grantee has executed this Grant Contract this _____ day of _____, 2015.

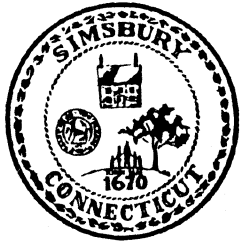
[SEAL]

Signed and Sealed in the
presence of:

Witness

Lisa Heavner, First Selectwoman

Witness



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMAN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Application for CASAC Grant to Support Local Prevention Activities
2. **Date of submission:** October 5, 2015
3. **Date of Board Meeting:** October 14, 2015
4. **Individual or Entity making the submission:** M. Lecours-Beck
Director of Social Services
5. **Action requested of the Board of Selectmen:** Authorize First Selectman to sign Grant Application for funds to support local prevention activities.
6. **Summary of submission:** The Social Services Department applies each year to the Capital Area Substance Abuse Council (CASAC) for a grant to provide funds for substance abuse prevention.
7. **Financial Impact:** \$5,323.000
8. **Description of documents included with submission:** Copy of Grant Application

Funding Application for Grant to Support Local Prevention Council

1	Application Date September 25, 2015	Funding Start Date July 1, 2015 - June 30, 2016
2	Applicant Agency (Legal Name & Address) Simsbury Social Services Department Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	FEIN 06-6002085
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address Simsbury Youth Advisory Board c/o Simsbury Social Services Department 933 Hopmeadow Street PO Box 495 Simsbury CT 06070	
5	LPC Contact Person (Programmatic) M. Lecours-Beck	Telephone Number 860 658-3283
	Title Director of Social Services	Fax Number 860 408-7046
6	Contact Person (Fiscal) M. Lecours-Beck	Telephone Number 860 658-3283
	Title Director of Social Services	Fax Number 860 408-7046
7	List town(s) included in application Simsbury	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, briefly explain below.	
FUNDING SUMMARY		
9	Total Program Budget \$50,000.00	Amount Requested \$5,323.00

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services

a. Description of proposed service #1 Family Day This is a special community event that provides families an opportunity to spend quality time together free of charge and substance free.																			
b. Service type (Refer to Application Instructions, Appendix A) STN02	c. Service dates 07/2016																		
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Tobacco <input checked="" type="checkbox"/> Other: Mental Health	e. Number of participants by gender 250 Males 250 Females																		
f. Service population <input checked="" type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input checked="" type="checkbox"/> Older Adults <input checked="" type="checkbox"/> Youth/Minors not in school <input checked="" type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">50</td> <td style="text-align: center;">0-4</td> <td style="text-align: center;">0</td> <td style="text-align: center;">15-17</td> <td style="text-align: center;">50</td> <td style="text-align: center;">25-44</td> </tr> <tr> <td style="text-align: center;">250</td> <td style="text-align: center;">5-11</td> <td style="text-align: center;">0</td> <td style="text-align: center;">18-20</td> <td style="text-align: center;">50</td> <td style="text-align: center;">45-64</td> </tr> <tr> <td style="text-align: center;">100</td> <td style="text-align: center;">12-14</td> <td style="text-align: center;">0</td> <td style="text-align: center;">21-24</td> <td style="text-align: center;">0</td> <td style="text-align: center;">65+</td> </tr> </table>	50	0-4	0	15-17	50	25-44	250	5-11	0	18-20	50	45-64	100	12-14	0	21-24	0	65+
50	0-4	0	15-17	50	25-44														
250	5-11	0	18-20	50	45-64														
100	12-14	0	21-24	0	65+														
h. Number of participants by race 450 White 15 Black/African American 15 Asian American Indian/Alaska Native 20 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 20 Hispanic/Latino 480 Not Hispanic/Latino																		
j. Number of hours it will take to conduct service 3	k. Number of hours it will take to plan/prepare for service 10																		
l. Amount of LPC funds used on this service \$2,000	m. Total cost of service \$6,000																		

a. Description of proposed service #2 Substance Abuse Presentation to Schools and Community Mr. Chris Hennen, former NBA player and drug addict, has a very powerful story to share with kids and parents.																			
b. Service type (Refer to Application Instructions, Appendix A) STN03	c. Service dates Spring of 2016																		
d. Alcohol or tobacco prevention; other joint behavioral health promotion <input checked="" type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco <input checked="" type="checkbox"/> Other: Drugs	e. Number of participants by gender 500 Males 500 Females																		
f. Service population <input type="checkbox"/> Elementary School Students <input checked="" type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0-4</td> <td style="text-align: center;">200</td> <td style="text-align: center;">15-17</td> <td style="text-align: center;">400</td> <td style="text-align: center;">25-44</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">5-11</td> <td style="text-align: center;">0</td> <td style="text-align: center;">18-20</td> <td style="text-align: center;">300</td> <td style="text-align: center;">45-64</td> </tr> <tr> <td style="text-align: center;">100</td> <td style="text-align: center;">12-14</td> <td style="text-align: center;">0</td> <td style="text-align: center;">21-24</td> <td style="text-align: center;">0</td> <td style="text-align: center;">65+</td> </tr> </table>	0	0-4	200	15-17	400	25-44	0	5-11	0	18-20	300	45-64	100	12-14	0	21-24	0	65+
0	0-4	200	15-17	400	25-44														
0	5-11	0	18-20	300	45-64														
100	12-14	0	21-24	0	65+														
h. Number of participants by race 700 White 50 Black/African American 85 Asian 5 American Indian/Alaska Native 150 Multiracial 10 Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 50 Hispanic/Latino 950 Not Hispanic/Latino																		
j. Number of hours it will take to conduct service 8	k. Number of hours it will take to plan/prepare for service 5																		
l. Amount of LPC funds used on this service \$3,323.00	m. Total cost of service \$8,000.00																		

Funding Application for Grant to Support Local Prevention Council

11	<p>How different cultures will be addressed in all services (see Appendix B)</p> <p>All of our activities/events are inclusive. Any town resident and their families may participate. Promoting diversity is a priority in our work. Although we advertise our activities/events to all, we put forth special effort to engage minority groups and those with lower socio-economic status.</p>										
ITEMIZED BUDGET SCHEDULE 4b											
12	<p>Source and amount of income</p> <p>CASAC \$5,323.00</p>	<p>Program expenses</p> <table style="width: 100%;"> <tr> <td>Family Day</td> <td style="text-align: right;">\$ 2,000.00</td> </tr> <tr> <td>School/community presentation</td> <td style="text-align: right;">\$ 3,323.00</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$ 5,323.00</td> </tr> </table>	Family Day	\$ 2,000.00	School/community presentation	\$ 3,323.00	Total:	\$ 5,323.00			
Family Day	\$ 2,000.00										
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Total:	\$ 5,323.00										
BUDGET NARRATIVE											
13	<p>Briefly describe proposed expenses listed on Schedule 4b</p> <p>Family Day This is an annual substance free community event that brings families together for a fun day of activities at no cost.</p> <p>School/Community Presentation This presentation will instruct parents and students alike in prevention strategies, awareness of signs and symptoms, and resources necessary to counter the increase in drug use, particularly heroin use.</p>										
14	<p>I certify that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name (Print Or Type)</td> <td style="width: 30%;">Title</td> <td style="width: 30%;">Signature</td> <td style="width: 10%;">Date</td> </tr> <tr> <td>M. Lecours-Beck</td> <td>Director of Social Services</td> <td></td> <td>10/ /2015</td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	M. Lecours-Beck	Director of Social Services		10/ /2015
Name (Print Or Type)	Title	Signature	Date								
M. Lecours-Beck	Director of Social Services		10/ /2015								
AUTHORIZING SIGNATURE(S)											
15	<p>In order for this application to be considered for funding, it must be signed by the chief elected municipal official (mayor or first selectman) or the Town Manager. In cases of a multi-town application, this application must be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name (Print Or Type)</td> <td style="width: 30%;">Title</td> <td style="width: 30%;">Signature</td> <td style="width: 10%;">Date</td> </tr> <tr> <td>Lisa Heavner</td> <td>First Selectman</td> <td></td> <td>10/ /2015</td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	Lisa Heavner	First Selectman		10/ /2015
Name (Print Or Type)	Title	Signature	Date								
Lisa Heavner	First Selectman		10/ /2015								
16	<p>If public school-based or public school-related program activities are proposed, the signature of Superintendent of Schools (or his/her designee) of local and/or regional education agency is required.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name (Print Or Type)</td> <td style="width: 30%;">Title</td> <td style="width: 30%;">Signature</td> <td style="width: 10%;">Date</td> </tr> <tr> <td>Matthew Curtis</td> <td>Superintendent of Schools</td> <td></td> <td>10/ /2015</td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	Matthew Curtis	Superintendent of Schools		10/ /2015
Name (Print Or Type)	Title	Signature	Date								
Matthew Curtis	Superintendent of Schools		10/ /2015								

Funding Application for Grant to Support Local Prevention Council

17. Local Prevention Council Membership List

[illegible]



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Approval of Public Gathering Permit – Simsbury Celebrates
2. **Date of submission:** October 12, 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 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 Public Gathering Permit for the 2015 Simsbury Celebrates, to be held on November 28.

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.):

The annual Simsbury Celebrates event is scheduled for Saturday, November 28 from 4:00 to 8:30 p.m.. The Public Gathering Permit meeting was held on Thursday, October 8.

Recreation Supervisor Taryn Rea has secured all the necessary sign-offs and the application is ready for approval by the Board of Selectmen.

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

N.A. The event will pay for police overtime coverage and all other program related costs.

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:** Appointment to Vacancy in Office
2. **Date of submission:** October 12, 2015
3. **Date of Board Meeting:** October 14, 2015
4. **Individual or Entity making the submission:** Simsbury Republican Town Committee
5. **Action requested of the Board of Selectmen:**
The Individual or Entity making the submission requests that the Board of Selectmen:

Appoint the Republican Town Committee nominee Peter L. Tedone of 32 Lincoln Lane, Simsbury, to fill the vacant position on the Police Commission, which was previously held by Carl D. Eisenmann (R). Term: 1/1/2015 to 1/1/2019
6. **Summary of Submission:** Appoint Peter L. Tedone (R) to the vacancy on the Police Commission.
7. **Financial Impact:** None
8. **Description of documents included with submission:** None

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, Philip Purciello, Cheryl Cook, Christopher Kelly, 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

Joan Coe, 26 Whitcomb Drive, spoke about her platform for running for First Selectman, tailgating at concerts, the platform tennis team needing players, Senior Center issues, Eversource staging equipment in Simsbury, and the proposed waiving of fees for 760 Hopmeadow Street.

Mr. Kalechman 971 Hopmeadow Street, spoke about his platform for running for First Selectman and waiving of fees for 760 Hopmeadow Street.

Chip Houlihan, President of the Chamber of Commerce, spoke about upcoming Chamber events. He said the Visitor Center is open and invited everyone to come to the “Spooktacular” Chili Challenge event. The website for more information is www.simsburycoc.org.

PRESENTATIONS

Ms. Heavner said there were no presentations at this time.

FIRST SELECTMAN’S REPORT

Ms. Heavner thanked the Simsbury Woman’s Club and Simsbury Flying Club for the 46th annual Arts and Craft Festival and the 30th Fly-in and Car Show. She thanked all of the volunteers who helped make these events so successful.

Ms. Heavner said the Senior Center will be honoring all Veterans with a special luncheon at Eno Hall on Thursday free of charge. Reservations are necessary and can be made by calling 860-658-3273.

Ms. Heavner said the Public Works Department and the Simsbury Public Library will be sponsoring Touch a Truck once again. This will be held at Boy Scout Hall on October 3rd from

10:00 a.m. to 1:00 p.m. Everyone is being asked to bring a donation for the Simsbury Food Closet.

Ms. Heavner said there will be a ribbon cutting ceremony, for the new Simsbury Visitors Center, on October 5th at 4:00 p.m. at 749 Hopmeadow Street and everyone is invited to attend.

Ms. Heavner said all State offices will be closed on October 12th in honor of Columbus Day and therefore, the Board of Selectmen will meet on Wednesday, October 14th.

Ms. Heavner said she will be holding an open house on Columbus Day from 4:30 – 6:00 p.m. She invited the public to visit her with any comments or questions. She is also available by phone at 860-658-3230.

Ms. Heavner thanked Yvonne Kline, staff and the Board for helping with the Small Cities Grant. She also congratulated the Housing Authority.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Cook made a motion to approve tax refunds in the amount of \$4,261.66 as requested and approved by the Tax Collector. Mr. Kelly 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

Ms. Heavner said this is a request for the waiving of the original \$240.00 fee for the Landmark Building on 760 Hopmeadow Street. She said this Board doesn't decide on Land Use issues, but is just being asked to waive a fee.

Attorney Houlihan explained the issue at 760 Hopmeadow Street. He said because the appeal was resolved by agreement, Hop760, LLC is requesting a refund of the original \$240.00.

Mr. Askham made a motion to table the request for waiver of fees for the Landmark Building at 760 Hopmeadow Street so the Board can obtain more information from Town Counsel. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Acknowledge FY2016 Historic Documents Preservation Grant Application

Ms. Heavner noted that this was for transparency purposes only. No motion is needed. She said this grant was to microfilm and scan Land Records volumes (from 1972-1983) paid for by a State Library Grant and the Historic Documents Preservation Account, which is collected from a surcharge added to recording fees.

d) Adopt Resolution regarding Restatement and Amendment of Town of Simsbury General Government and Police Retirement Plans to reflect collectively bargained and legally required changes

Ms. Heavner said the Administrative Services staff has been working with John Galiette, the Town’s Retirement Plan Counsel and Beck Sielman, its Actuary, to revise the Town’s Pension Plan documents to incorporate legislative and collective bargaining changes and to improve the Retirement Plan’s format. She said the changes are ministerial - not substantive.

Mr. Galiette explained the qualification requirements and the amendments proposed.

Ms. Cook made the following motion:

**RESOLUTION TO BE ADOPTED
BY THE BOARD OF SELECTMEN
OF THE TOWN OF SIMSBURY**

WHEREAS, The Town of Simsbury (the “Town”) is the sponsor of a defined benefit pension plan for the benefit of its employees, the terms of which are set forth in The Town of Simsbury General Government Employees’ Retirement Income Plan and The Town of Simsbury Police Retirement Income Plan; and

WHEREAS, it is desirable that the defined benefit pension plan be combined into a single emended and restated plan document, and that the emended and restated defined benefit pension plan be renamed the Town of Simsbury Retirement Income Plan (the “Retirement Plan”); and

WHEREAS, it is desirable: (a) that the amendment and restatement of the Retirement Plan incorporated the requirements of the Pension Protection Act Of 2006 (“PPA”), the Heroes Earning Assistance and Relief Tax Act of 2008 (the “HEART Act”), the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”) , and subsequently-enacted legislation and regulations; and (b) that the Retirement Plan be submitted to the Internal Revenue Service during the Cycle E remedial amendment period for the issuance of a favorable determination letter.

NOW, THEREFORE, BE IT

RESOLVED: That the amendment and restatement of the Retirement Plan, in the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the Town to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the First Selectman of the Town or any other officer designated by the First Selectman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to take any and all actions which may be necessary or desirable in order to permit the Town to submit an application to the Internal Revenue Service requesting a favorable determination regarding the continued qualifications of the Retirement Plan; and further

RESOLVED: That the First Selectman of the Town or any other officer designated by the First Selectman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to execute the amendment and restatement of the Retirement Plan, to execute such other documents, and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolutions.

Mr. Askham seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

a) Update on Senior Community Center Project

Ms. Heavner said Dr. Pardisani will be meeting with the Aging & Disabilities Commission at a Special Meeting on September 30th, at 5:00 p.m. in the Main Meeting Room. He will also meet with other staff throughout the day.

Ms. Heavner said there are two new considerations to this project. There will be an upcoming application for a tax abatement for the Chestnut Hill Mansion, which is approximately 18,000 sq. ft. Mr. Jackson Eno was very interested in preserving this property and there is a possible opening for a Senior/Community Center to be created at this location.

Ms. Heavner said she was approached by the owner of Andy's who is looking for a possible public/private partnership also. He is not interested in selling the property, but just in a long term lease. This building is approximately 28,000 sq. ft. and on one level.

The Board agreed that both of these new considerations have possible potential. Ms. Heavner noted that both parties are continuing to pursue their own investors, and this is not exclusive to the Town. She noted that the Senior/Community Center is an investment in the future. It is a very challenging task and it needs to be done right.

The Town agreed to have Town staff explore both properties for this project and to let the Chairman of the Public Building Committee know about these potential property considerations.

APPOINTMENTS AND RESIGNATIONS

- a) **Acknowledge the resignation of Edward J. LaMontagne as the Town of Simsbury’s representative to the North Central Regional Mental Health Board effective September 8, 2015**

Ms. Heavner said no motion is needed, but the Board gave their thanks to Mr. LaMontagne for all of his service to the Town.

REVIEW OF MINUTES

- a) **Regular Meeting of September 16, 2015**

Mr. Kelly made a motion to approve the Regular Meeting Minutes of September 16, 2015 as amended. Mr. Paine seconded the motion. All were in favor and the motion passed.

- Amendment to Page 1, 8th paragraph: Ms. Askham made a motion to close the Public Hearing at 7:10 p.m. (Change Ms. Askham to Mr. Askham)

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. **Personnel** – no report at this time.
2. **Finance** – no report at this time.
3. **Welfare** – no report at this time.
4. **Public Safety** – Mr. Kelly said there will be a Fire Department, Police, Ambulance, in conjunction with Ensign Bickford are going to hold an Emergency training session on Hopmeadow Street on October 6th at 6:00 p.m. This is just a training session and signs will be posted.

Ms. Heavner said a press release will also be sent out so people are aware of this program.

5. **Board of Education** – no report at this time.

Mr. Askham said the Chief Kowalski and the Fire Department have been pursuing an emergency radio station and will be attempting to broadcast on October 1st. It can be heard on 103.5 WSIM.

Mr. Kelly noted that the radio station is also asking for people to do programming on this station as well.

Ms. Heavner thanked everyone for their help on working on this project.

ADJOURN

Mr. Paine made a motion to adjourn at 8:10 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk