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**BOARD OF SELECTMEN
REGULAR MEETING
TUESDAY, FEBRUARY 18, 2025
TOWN HALL MEETING ROOM
7:00 P.M.
AGENDA**

1. Pledge Of Allegiance

2. Minutes

Approval of Board of Selectmen Minutes - February 3, 2025

Documents:

[BOARD OF SELECTMEN MEETING MINUTES - 2.3.2025.PDF](#)

3. Appointments

Documents:

[BOS021825APPTS.PDF](#)

4. Communications

4.I. Proclamation - Missing Clock Project

Documents:

[CLOCKPROCLAMATION.PDF](#)

4.II. Proclamation - American Legion Sound System

Documents:

[AMERICANLEGIONPROCLAMATION.PDF](#)

5. Old Business

6. Business

6.I. Bond Referendum - Doherty Bridge

Documents:

[BONDREFERENDUMQUESTION.PDF](#)

6.II. Public Works Garage - Solar Array

Documents:

[SOLARARRAYDPWGARAGE.PDF](#)

6.III. 83 Salmon Brook Street (Aka Freshies) Lease

Documents:

[LEASEAGREEMENT-83SBST.PDF](#)

6.III.i. Amended Draft Lease

Documents:

[AMENDEDDRAFTLEASE.PDF](#)

6.IV. STEAP Grant Submission Approval

Documents:

[STEAPGRANTAPPLICATION.PDF](#)

6.V. Park & Recreation Grant Fund Appropriation For Holcomb Farm Signage

Documents:

[HOLCOMBFARMSIGNAGE.PDF](#)

6.VI. Action Requested - Possible KCE Battery Project Appeal

Documents:

[KCEBATTERYPROJECT.PDF](#)

7. Town Manager Report

7.I. Town Manager's Report For The February 18, 2025 BOS Meeting

Documents:

[TMREPORT21825.PDF](#)

8. First Selectman Report

9. Selectmen Reports

10. Public Session

11. Executive Session

12. Adjournment

The Next Regular Meeting is Scheduled for March 3, 2025.

**TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING**

Minutes

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February 3, 2025

Members Present: First Selectman Mark H. Fiorentino
Selectman Mark C. Neumann
Selectman Frederick A. Moffa
Selectman Kelly O. Rome
Selectman Margaret Q. Chapple

Others Present: Mike Walsh, Town Manager
Scott A. Nolan, Town Clerk
Zainab Zafar, Student Liaison
Ben LaVigne, Student Liaison

At 7:00 p.m. First Selectman, Mark H. Fiorentino called the meeting of the Board of Selectmen to order in the Town Hall Meeting Room 15 North Granby Road, Granby, CT 06034.

I. PLEDGE OF ALLEGIANCE

Zainab Zafar, Student Liaison led members of the Board of Selectmen in the Pledge of Allegiance. After the Pledge of Allegiance, First Selectman Mark H. Fiorentino requested an amendment to the agenda to add agenda items VII. First Selectman's Report, VIII. Select members Reports, IX. Public Input, and X. Executive Session.

Selectman Mark C. Neumann made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby amends the February 3, 2025, Board of Selectmen agenda to add agenda items VI. First Selectman's Report, VII. Select members Reports, VIII. Public Input, and IX. Executive Session.

The motion was seconded by Selectman Frederick A. Moffa at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES**.

II. MINUTES

A. Approval of Board of Selectmen Meeting Minutes – January 21, 2025

Selectman Kelly O. Rome made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby approves the minutes of the Board of Selectmen meeting minutes of January 21, 2025.

The motion was seconded by Selectman Mark C. Neumann at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES**.

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BOARD OF SELECTMEN
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February 3, 2025

B. Approval of Three Board Meeting Minutes – January 21, 2025

Selectman Mark C. Neumann made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby approves the minutes of the Three Board meeting minutes of January 21, 2025.

The motion was seconded by Selectman Margaret Q. Chapple at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES**.

III. APPOINTMENTS

First Selectman Mark H. Fiorentino informed members of the Board of Selectmen there were currently no vacancies on any boards or commissions.

IV. OLD BUSINESS

No old business took place.

V. BUSINESS

A. Department of Public Works Supervisor Job Description Approval

Mike Walsh, Town Manager informed members of the Board of Selectmen that related to the reorganization of the Public Works Department that took place on July 30, 2024, that the Deputy Director position was eliminated, and its place is now five supervisor positions and that these new positions are supervisors for General, Fleet, Grounds, Roads, and Facilities. Mike Walsh, Town Manager further explained that the purpose of this reorganization was to flatten the organizational structure, provide more training and promotional opportunities, create smaller spans of control with direct supervision provided by existing employees, and enhance daily communication and autonomy. Mike Walsh, Town Manager also noted that recently, the Town completed a competitive interview to fill the last of the five positions with the Facilities Supervisor and as a result, Rich Thomas has been promoted to the Facilities Supervisor position. Mike Walsh, Town Manager further noted that accordingly a motion was needed to allow this job description to be officially accepted by the Board of Selectmen.

Selectman Frederick A. Moffa made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby approves the new supervisor job description for Facilities as provided in the attached memo from Human Resources Director Krista Shaffer dated January 16, 2025.

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The motion was seconded by Selectman Kelly O. Rome at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES.**

B. Outside Council Request

Mike Walsh, Town Manager informed members of the Board of Selectmen that as they were aware the KCE Battery Project was recently approved by the Connecticut Sitting Counsel over the objections of the Town of Granby and that the Town desires to explore all its options including an appeal of the approval. Mike Walsh, Town Manager further explained that accordingly in order to fully explore the Town's rights we need to seek a qualified attorney/law firm that specializes in such an appeal process.

Selectman Margaret Q. Chapple made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby authorizes the hiring of an attorney/law firm to assist the Town in legal matters related to the possible appeal of the KCE Battery Project matter and to direct Town Manager Mike Walsh to execute an engagement letter with the firm that is in the best interest of the Town of Granby and further, report back to the Board of Selectmen on the progress of this initiative at the February 18th meeting.

The motion was seconded by Selectman Kelly O. Rome at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES.**

C. Scott Nolan Communication

Mike Walsh, Town Manager informed members of the Board of Selectmen that he has received a Letter of Resignation from Town Clerk Scott Nolan and that it goes without saying that Scott his attention to detail, professionalism, and work ethic will be missed. First Selectman Mark H. Fiorentino thanked Town Clerk Scott Nolan for his service to the Town of Granby afterward members of the Board of Selectmen took an opportunity to wish him well.

Scott Nolan noted that while his time working for the residents of Granby has been short, it has certainly been both enjoyable and rewarding and that in a short amount of time, he was able to quickly become a part of an amazing team of municipal leaders, town staff, and a member of truly dedicated public servants which has made my decision to leave all the more difficult. Town Clerk Scott Nolan took an opportunity to extend his utmost appreciation to Assistant Town Clerks Jini Ruscitti and Laura Milne, along with First Selectman Fiorentino, and members of the Board of Selectmen, and the Town Hall staff for this rewarding opportunity to serve the residents of Granby for which he was genuinely grateful. Town Clerk Scott Nolan further wished members of the Board of Selectmen and the Town staff the best of luck in all their future endeavors and that he is confident that the more than 11,000 Granby residents they serve are in good hands under their leadership.

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D. Kearns Developer Vote

Mike Walsh, Town Manager reminded members of the Board of Selectmen that the Town of Granby issued an RFP in mid-2024 seeking interested developers of the Kearns School site for the purpose of Senior Housing and that on January 13, 2025, two capable developers gave detailed presentations to the Board of Selectmen, the Commission on Aging, and the residents of the Town who participated in person or via zoom. Mike Walsh, Town Manager further elaborated that in a Special Meeting held by the Commission on Aging the week of January 20, 2025, they voted in support to proceed to work with New Samaritan/7 Summits in search of an agreement to develop the Kearns School as Senior Housing and that the commission also provided a list of priorities. Mike Walsh, Town Manager further noted that a motion was needed in order to enter into an agreement.

Deborah Holcomb (*Commission on Aging Member*) – addressed members of the Board of Selectmen regarding her concerns related to Senior Housing noting her concerns of what the assessed impact is on the Town of Granby, sewer usage, goals of the property, and the draw on other town resources. Commissioner Holcomb further expressed her concerns on the recourse for the Town should the development not meet their obligations. Further discussion took place.

Selectman Mark C. Neumann made a motion for the adoption of the following resolution:

BE IT RESOLVED, that the Granby Board of Selectmen hereby directs Town Manager Mike Walsh to begin working with New Samaritan/7 Summits in order to create a development agreement for the Kearns School Senior Housing Initiative with an emphasis on the listed priorities as provided by the Commission on Aging and the Board of Selectmen; and further to return to the Board of Selectmen no later than April 30, 2025 to provide either an update of the progress on the development agreement or an agreement for the Board of Selectmen to consider for approval.

The motion was seconded by Selectman Margaret Q. Chapple at which time the motion passed by a unanimous voice vote (5/0/0) **MOTION CARRIES**.

VI. TOWN MANAGER REPORT

Town Manager, Mike Walsh updated members of the Board of Selectmen regarding the various department reports which included; obligation of all ARPA funds by the 12/31/2024 deadline, the “Church” meetings are ongoing with possible uses of the building being explored, held the kickoff meeting with GZA (the P&R facilities/ master plan consultant), the assessor’s office is working on the grand list and is looking to finalize it January 31st, the Building Official and the Fire Marshal have final inspections scheduled for Building 6 at Sation 280 and it is anticipated that a C/O will be issued for this building and after six of the seven buildings will have C/Os, Granby Police Department Challenge Coin competition was established through Granby memorial High School with a

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scholarship for the winner, officer Abalan and officer Deloy rescued an owl after being struck by a vehicle, public works picked up over 400 Christmas trees, on January 12 DPW received a call to report a sewer backup from Bank Street to RT 10, the library renovation project is complete, Cossitt library has a new makerspace technician, Human Resources has assisted with the roll-out of VCS timekeeping system and has attended a sick leave webinar sponsored by ConnPELRA to gain a better understanding of the new sick leave law, Human Services is kicking off the Park Study with GZA, and the Town Clerks office has been working on digitizing maps. Mike Walsh, Town Manager also reported about the new room use policy which seems to be working well. Mike Walsh, Town Manager also informed members of the Board of Selectmen that the Aquarian water sale had gone through, and a meeting will be taking place shortly to assess the impact. Mike Walsh, Town Manager also informed members of the Board of Selectmen regarding some recent donations that the Town of Granby has received.

VII. FIRST SELECTMAN'S REPORT

First Selectman Mark H. Fiorentino informed members of the public that he is entering a period of time that he will be traveling a lot for work and that he intends to be back and forth a few days before each Board of Selectmen meeting.

VIII. SELECTMEN'S REPORT

Selectman Mark C. Neumann informed members of the public that he had stopped by the library and that the renovations came out great and really brightened the library up.

Selectman Margaret Q. Chapple informed members of the public that she and an opportunity to attend several of the concerts that the schools have hosted and commented on what a wonderful job the staff was doing with our young musicians.

Zainab Zafar, Student Liaison informed members of the public that today high school students were given an opportunity to job shadow any profession of their choosing and that Zainab Zafar, Student Liaison was able to shadow a teacher and is considering a career in education.

Ben LaVigne, Student Liaison further explained that he also took an opportunity to job shadow a professor at Trinity College and found it very interesting. Ben LaVigne, Student Liaison also informed members of the Public that semester two has started and that seniors are looking forward to their Senior events and Graduation is set for June 10, 2025. Ben LaVigne, Student Liaison also took an opportunity to thank first responders for all of their efforts in regards to the recent lockdowns that took place in the schools.

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IX. PUBLIC SESSION

Maureen Eberly (*Silkey Road*) – addressed members of the Board of Selectmen taking an opportunity to thank Town Clerk Scott Nolan for all of his work for the Town of Granby and wished him well noting that the Town Clerk had helped on numerous occasions finding information and getting her familiar with the Town vault.

X. EXECUTIVE SESSION

Selectman Mark C. Neumann made a motion to go into Executive Session at 7:41 p.m. to discuss potential litigation and invited members of the Board of Selectmen and the Town Manager into Executive Session.

The motion was scheduled by Selectman Frederick A. Moffa which passed by a unanimous voice vote. **(5/0/0) MOTION CARRIES.**

At 8:25 p.m. Selectman Mark C. Neumann made a motion to end the Executive Session which was seconded by Selectman Kelly O. Rome which passed by a unanimous voice vote **(5/0/0) MOTION CARRIES.**

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XI. ADJOURNMENT

There being no more business to come before the meeting, Selectman Mark C. Neumann made a motion to adjourn the Board of Selectmen meeting at 8:26 p.m., which was seconded by Selectman Frederick A. Moffa and passed by a unanimous voice vote. **(5/0/0) MOTION CARRIES.**

Respectfully submitted & attested,



Scott A. Nolan
Town Clerk

Received for Record February 5, 2025, at 11:37 AM
By SCOTT A. NOLAN, Town Clerk



TOWN OF GRANBY

MEMORANDUM

DATE: February 18, 2025

TO: The Granby Board of Selectmen

FROM: Scott A. Nolan, Town Clerk

REGARDING: Appointments

There are currently no open positions to fill.




TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager 

REGARDING: Board of Selectmen Proclamation for the "Clock Project"

As you may recall, in the fall of 2024, based on the organizational efforts of Granby resident Deborah Kulwich, a new Community Clock was purchased and installed at the entrance to the Town Hall Complex.

Because of those efforts, please accept the attached proclamation which recognizes Deborah Kulwich and a host of people, organizations, and businesses who worked together to make the "Clock Project" a reality.

All of the people listed in the proclamation have been invited to attend the February 18th Board of Selectmen Meeting. If I can answer any questions on the aforementioned, please let me know. Thank you.




TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager 

REGARDING: Board of Selectmen Proclamation for the American Legion

As you may recall, the Town of Granby held a Holiday Tree Lighting Ceremony next to the Library in December to kick off the Town's annual holiday festivities. The event was well attended and everyone had a good time.

New for this event was the use of a sound system including microphone, amplifiers, and all the equipment that goes with it. The use of the sound system was generously provided by the American Legion Shannon Shattuck Post 182.

Because of their generosity, a proclamation is attached for the Board of Selectmen to consider at their February 18th, 2025 scheduled meeting.

There is a bit of a story behind the American Legion's procurement of the sound system and while that is detailed in the proclamation, additional details will be provided by Curt Johnson who helped coordinate the fund raising campaign that results in the funds available for the procurement.

All of the people listed in the proclamation have been invited to attend the February 18th Board of Selectmen Meeting. If I can answer any questions on the aforementioned, please let me know. Thank you.




TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager 

REGARDING: Bond Referendum Question – Doherty Bridge

Attached please find a bond referendum package related to an amending resolution that seeks to include the Doherty Bridge reconstruction as part of the 2019 bond authorization approved by the voters in 2019.

The bond referendum package, including adoption timelines, was prepared by Marie Phelan who is an attorney with Pullman and Comley, the Town's Bond Counsel.

In brief, the Board of Selectmen should approve the attached resolution at their March 17, 2025 regularly scheduled meeting. This will allow the Board of Finance to approve the resolution at their March 25, 2025 regularly scheduled meeting. The Town Clerk will then need to post the Notice of Town Meeting and Referendum on or before April 9, 2025. A Town meeting will need to be held on Monday, April 14, 2025 in order for the referendum to be held on April 21, 2025.

If you have any questions on the aforementioned, I will be on hand at your next meeting to answer any questions. Thank you.

**Town of Granby, Connecticut
Adoption Timeline for Doherty Bridge
Town Meeting and Referendum**

<u>Appropriate Body</u>	<u>Action</u>	<u>Notes on Timing</u>	<u>Proposed Dates</u>
Board of Selectmen:	Approve resolution, set time and date for Town Meeting.		March 17, 2025 is closest meeting scheduled prior to proposed Town Meeting date leaving time for BOF Meeting thereafter.
Board of Finance:	Approve resolution.		March 24, 2025 is closest meeting scheduled prior to proposed Town Meeting date.
Town Clerk:	Issues Notice of Town Meeting and Referendum.	At least 5 days prior to Town Meeting, notice should be posted and published. (CGS §7-3 and 7-7). The day the notice is given is included in the five day count, and any Sunday or intervening holiday is included, but the day of the meeting is not included. (CGS §7-3).	Notice posted and published on or before April 9, 2025.
Town Meeting:	Discuss, consider, but not vote on, resolution.	Referendum to take place on the 7 th day following the Town meeting. (Charter §11-3(c).	Hold Town Meeting on April 14, 2025.
Referendum Date	Hold referendum.		April 21, 2025

WARNING
NOTICE OF SPECIAL TOWN MEETING AND REFERENDUM VOTE
GRANBY, CONNECTICUT

All electors and persons qualified to vote in town meetings of the Town of Granby, Connecticut (the "Town"), are hereby notified that the Board of Selectmen of the Town are convening a Special Town Meeting to be held at the [Granby Senior Center & Youth Services Building, Community Room, 15C North Granby Road, Granby, CT 06035]. The Special Town Meeting will be held at _____ p.m. on April 14, 2025 for the following purpose:

Item 1. To consider and discuss, but not vote upon, an amendment to the resolution authorizing an appropriation and bond authorization of \$13,716,000 for various bridge projects adopted on June 4, 2019 to expand the scope of such resolution to include the planning, design, construction, reconstruction, repair and resurfacing of the bridge located on Doherty Road in the Town of Granby (the "Amendment").

The full text of the authorizing resolution for the Amendment is on file and open to inspection at the office of the Town Clerk, Town Hall, 15 North Granby Rd., Granby, Connecticut, for the review of any interested person.

All persons qualified to vote in town meetings of the Town are hereby further notified that pursuant to Section 7-7 of the Connecticut General Statutes and the Charter of the Town, the Board of Selectmen have removed the above item on the call of this Special Town Meeting for submission to the voters of the Town who are qualified to vote at town meetings for "yes" or "no" vote by voting machine on the following question:

Shall the Town of Granby amend the resolution authorizing an appropriation and bond authorization of \$13,716,000 for various bridge projects adopted on June 4, 2019 to expand the scope of such resolution to include the planning, design, construction, reconstruction, repair and resurfacing of the bridge located on Doherty Road in the Town of Granby?

The vote will be conducted at Granby Town Hall Meeting Room, 15 North Granby Road, Granby, CT 06035, during the hours between 12:00 p.m. and 8:00 p.m. on April 21, 2025.

Mark H. Fiorentino
First Selectman

Margaret Q. Chapple
Selectman

Frederick A. Moffa, O.D.
Selectman

Mark C. Neumann
Selectman

Kelly O. Rome
Selectman

**TOWN OF GRANBY
BOARD OF SELECTMEN
BOND RESOLUTIONS**

**RESOLUTION AMENDING A RESOLUTION AUTHORIZING AN
APPROPRIATION AND BOND AUTHORIZATION OF \$13,716,000 FOR
VARIOUS BRIDGE PROJECTS TO EXPAND THE SCOPE OF THE
PROJECT TO INCLUDE THE DOHERTY ROAD BRIDGE PROJECT**

WHEREAS, on June 4, 2019, the Town of Granby, Connecticut (the "Town") approved an appropriation and bond authorization for various bridge projects (the "Bridges Project") in the amount of \$13,716,000 (the "Bridges Resolution"); and

WHEREAS, on March 3, 2021, and on July 28, 2021, the Town issued a total of \$4,050,000 in bonds to fund the Bridges Project (the "Bond Proceeds"); and

WHEREAS, due to unexpected lower costs and grant reimbursements from the State of Connecticut (the "State"), the Town had \$2,580,000 in surplus Bond Proceeds (the "Surplus"); and

WHEREAS, the Town authorized \$1,460,000 of the Surplus for school projects leaving \$1,120,000 remaining in Surplus (the "Remaining Surplus"); and

WHEREAS, the Bridges Resolution did not contemplate or include costs related to the Doherty Road Bridge, but the Town now expects to incur costs to repair Doherty Road Bridge (the "Doherty Road Bridge Project"); and

WHEREAS, the Town desires to fund a portion of the costs of the Doherty Road Bridge Project with the Remaining Surplus and fund the balance of the costs with grant funds from the State and Town funds on hand; and

WHEREAS, accordingly, the Town seeks to expand the scope of the project description in the Bridges Resolution to include costs associated with the Doherty Road Bridge Project.

NOW, THEREFORE, BE IT RESOLVED, that the Bridges Resolution is hereby amended to expand the scope of the Bridges Resolution to include costs associated with the Doherty Road Bridge Project (the "Amendment").

BE IT FURTHER RESOLVED, that the Board of Selectmen hereby recommends to the Board of Finance and to all persons qualified to vote in town meetings of the Town that it approve the Amendment.

BE IT FURTHER RESOLVED, that should the Board of Finance approve the Amendment, a Special Town Meeting is hereby called to be held on _____, 2025 at _____, p.m. at [Granby Senior Center & Youth Services Building, Community Room, 15C North Granby Road, Granby, CT 06035] (the "Town Meeting"), to consider the Amendment

approved by the Board of Selectmen at its meeting held on _____, 2025, and the Board of Finance at its meeting to be held on _____.

BE IT FURTHER RESOLVED, that the Board of Selectmen, pursuant to Section 7-7 of the Connecticut General Statutes, as amended, and the Charter of the Town hereby removes the item described above on the call of the Town Meeting to be held on _____, 2025 for submission to the voters for vote by voting machine on _____, 2025 by the voters entitled to vote at the Town Meeting during the hours from 12:00 p.m. to 8:00 p.m. such referendum to be held at the Granby Town Hall Meeting Room, 15 North Granby Road, Granby, CT 06035 under the following heading:

Shall the Town of Granby amend the resolution authorizing an appropriation and bond authorization of \$13,716,000 for various bridge projects adopted on June 4, 2019 to expand the scope of such resolution to include the planning, design, construction, reconstruction, repair and resurfacing of the bridge located on Doherty Road in the Town of Granby?

The moderator of the Town Meeting shall adjourn such meeting after reasonable discussion of such item and conclusion of such other business as may properly come before the Town Meeting and order such vote by voting machine in accordance with this resolution, Section 7-7 of the Connecticut General Statutes and the Charter.

BE IT FURTHER RESOLVED, that the Board of Selectmen authorizes the Town Clerk, subject to the approval of a municipal attorney, to prepare and print a concise explanatory text and other printed materials concerning the question to be submitted to the voters at referendum on _____, 2025 specifying the intent and purpose of the Amendment in accordance with Section 9-369b of the Connecticut General Statutes.

**TOWN OF GRANBY
BOARD OF FINANCE
RESOLUTION**

**RESOLUTION AMENDING A RESOLUTION AUTHORIZING AN
APPROPRIATION AND BOND AUTHORIZATION OF \$13,716,000 FOR
VARIOUS BRIDGE PROJECTS TO EXPAND THE SCOPE OF THE
PROJECT TO INCLUDE THE DOHERTY ROAD BRIDGE PROJECT**

WHEREAS, on June 4, 2019, the Town of Granby, Connecticut (the "Town") approved an appropriation and bond authorization for various bridge projects in the amount of \$13,716,000 (the "Bridges Resolution"); and

WHEREAS, on March 3, 2021, and on July 28, 2021, the Town issued a total of \$4,050,000 in bonds to fund the Bridges Project (the "Bond Proceeds"); and

WHEREAS, due to unexpected lower costs and grant reimbursements from the State of Connecticut (the "State"), the Town had \$2,580,000 in surplus Bond Proceeds (the "Surplus"); and

WHEREAS, the Town authorized \$1,460,000 of the Surplus for school projects leaving \$1,120,000 remaining in Surplus (the "Remaining Surplus"); and

WHEREAS, the Bridges Resolution did not contemplate or include costs related to the Doherty Road Bridge, but the Town now expects to incur costs to repair Doherty Road Bridge (the "Doherty Road Bridge Project"); and

WHEREAS, the Town desires to fund a portion of the costs of the Doherty Road Bridge Project with the Remaining Surplus and fund the balance of the costs with grant funds from the State and Town funds on hand; and

WHEREAS, accordingly, the Town seeks to expand the scope of the project description in the Bridges Resolution to include costs associated with the Doherty Road Bridge Project.

WHEREAS, on _____, 2025, the Board of Selectmen approved an amendment to the Bridges Resolution to expand the scope of the project description to include costs associated with the Doherty Street Bridge Project (the "Amendment"); and

WHEREAS, the Board of Finance wishes to approve such Amendment.

NOW THEREFOR, BE IT RESOLVED, that the Board of Finance of the Town of Granby (the "Town") on recommendation from the Board of Selectmen, approves the Amendment and recommends to all persons qualified to vote at town meetings of the Town that the Amendment be approved.



TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager

A handwritten signature in blue ink, likely belonging to Mike Walsh, the Town Manager.

REGARDING: Public Works Garage Roof – Placement of a Solar Array

As you may recall, a brief discussion of solar opportunities available to the Town of Granby was had at the CPPAC meeting late last year. After viewing a Connecticut Greenbank prepared presentation and fielding a number of questions, the consensus of the group was to isolate one Town solar application and work with the Greenbank to estimate the financial benefits available to the Town of Granby.

As a result of that direction and corresponding work, attached please find a brief PowerPoint presentation prepared by the Connecticut Greenbank specific to the Department of Public Works garage roof.

While the presentation explains the solar siting process in more detail, there appears to be an available revenue stream of between \$323,000 to \$404,000 available to the Town of Granby over 20 years depending on how the contract is structured.

Because the Public Works garage roof (photo also attached) has been in place for 38 years and eventually would need to be addressed, if the \$97,000 cost of the roof replacement was incorporated into the contract, the available revenue stream to the Town would be between \$206,000 and \$287,000, or \$10,000 to \$15,000 of savings annually including the benefit of a new roof.

At this juncture, I would like to request your approval to move forward in a more substantive way in the hopes of bringing an executable contract for this solar application to you in the future to consider. Accordingly, I respectfully request the following motion be approved to allow the Town to move this process forward.

Proposed Motion:

Move that the Board of Selectmen direct Town Manager Mike Walsh to work with the Connecticut Green Bank for the purposes of negotiating a solar agreement on 52 North Granby Road, and to return to the Board of Selectmen at a future date to consider the execution of a 20 year solar contract, including the cost of replacing the roof at that location.

Solar MAP

Municipal Assistance Program



1

Mission & Vision



Connecticut Green Bank is the nation's first state level green bank. Established in 2011 as a quasi-public agency, the Green Bank uses limited public dollars to attract private capital investment and offers green solutions that help people, businesses and all of Connecticut thrive.

Our mission is to confront climate change by increasing and accelerating investment into Connecticut's green economy to create more resilient, healthier, and equitable communities.



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2

Less work. More benefits.
Now even easier for towns and cities.

- Makes it even easier for municipalities to access renewable energy and achieve energy savings using the Green Bank Solar PPA
- Provides technical assistance support that simplifies every step of the process



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3



A quasi-state agency and trusted partner to municipalities, is using solar to put towns and cities in charge of their energy costs. With the Green Bank's 'Green Bank Solar PPA' municipalities can go solar, enjoying peace of mind and other benefits.

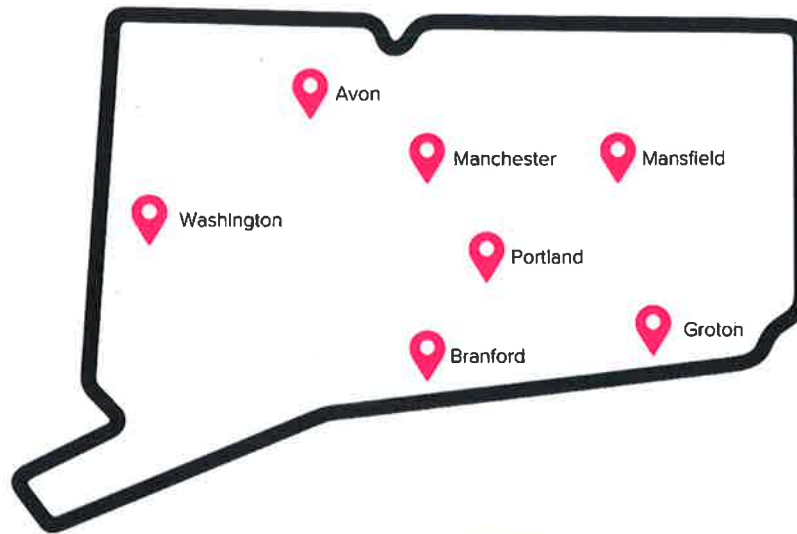


CSW Energy is experienced in working with municipalities to develop solar PV projects. Green Bank is working with CSW Energy to help municipalities to analyze their portfolio of buildings and identify opportunities for solar, get connected with a contractor, and access attractive financing through Solar MAP.

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Sample List of Participating Municipalities



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5

Solar MAP Program Steps

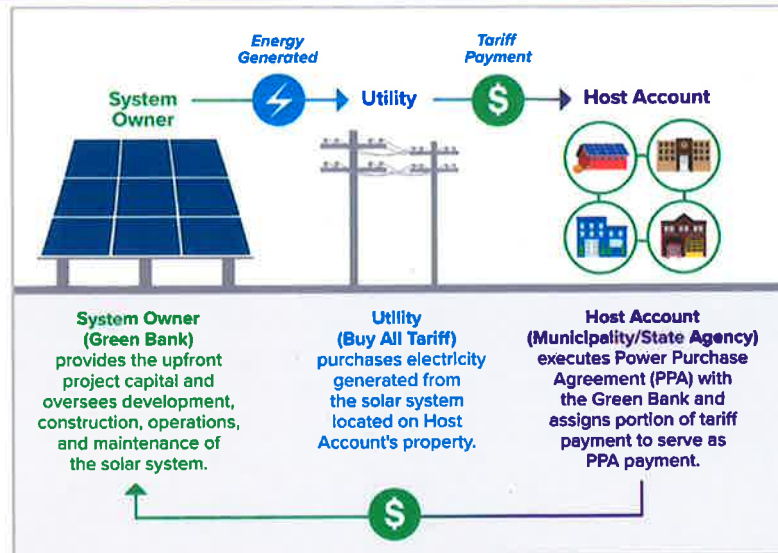


- 1 **Site Analysis.** The Solar MAP team performs an analysis on municipal sites to **identify opportunities** for solar projects and, working with municipal stakeholders, develops a list of onsite solar projects using the Green Bank Power Purchase Agreement (PPA).
- 2 **Project Development.** The Solar MAP team conducts **site visits, develops system designs and secures the utility incentives** (NRES program) needed for each project to delivery energy cost savings.
- 3 **Execute.** The Solar MAP team will present **project specs and pricing to execute the PPA.**
- 4 **Competitive Partner.** The Solar MAP team will solicit proposals from qualified solar contractors and select the best proposal, **bundling participating municipalities together** to achieve economies of scale. Incentives will then be submitted for and secured.

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How Does it Work? Solar Buy All Sell All PPA



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Department of Public Works Town Garage



- Site does not qualify for a low income or energy community ITC bonus
- Age of the roof?
- Are structural and electrical drawings available for review?
- Can you provide the most recent utility bill?

	Result	kWdc (est)	kWh (est)
Rooftop	Pass	270	324,000
Ground	n/a	00	00
Carport	n/a	00	00

DG Hosting CT Final: 43F3	
Location Hosting Capacity(MW)	0.20
Section ID	17769602
Operating Voltage (kV)	23
Circuit Name	43F3
Bulk Circuit Name	43F3
Distribution Substation Name	N/A
Distribution Substation Voltage(kV)	N/A
Distribution Substation Rating (MVA)	
Bulk Substation Name	43F NE SIMSBURY
Bulk Substation	115/23
Zoom to	***



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30% ITC – Buy All Sell All PPA EPC Cost



Site	
System Size (kW)	270 kW DC
Year 1 Production (kWh)	324,000 kWhs

ITC Assumption	30% ITC
Credit Value	\$0.06622
Year 1 Savings	\$21,455.28
Cumulative Savings	\$403,991.12

This modeling assumes an EPC cost estimate of \$1.75/Watt. This is a high-level figure based on similarly sized projects.

Modeling is meant to provide an indication of the value of developing a project.

Actual economics will vary based on formal design and realized system production.

Cost estimate to be dialed in with a required technical assessment.

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30% ITC – Buy All Sell All – EPC Cost #2



Site	
System Size (kW)	270 kW DC
Year 1 Production (kWh)	324,000 kWhs

ITC Assumption	30% ITC
Credit Value	\$0.05292
Year 1 Savings	\$17,146.08
Cumulative Savings	\$322,851.25

This modeling assumes an EPC cost estimate of \$2.00/Watt. This is a high-level figure based on similarly sized projects.

Modeling is meant to provide an indication of the value of developing a project.

Actual economics will vary based on formal design and realized system production.

Cost estimate to be dialed in with a required technical assessment.

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30% ITC – Buy All Sell All – EPC Cost #3



Site	
System Size (kW)	270 kW DC
Year 1 Production (kWh)	324,000 kWhs

ITC Assumption	30% ITC
Credit Value	\$0.04702
Year 1 Savings	\$15,234.48
Cumulative Savings	\$286,856.88

This modeling assumes an EPC cost estimate of \$1.75/Watt. This is a high-level figure based on similarly sized projects.

Modeling is meant to provide an indication of the value of developing a project.

Actual economics will vary based on formal design and realized system production.

Cost estimate to be dialed in with a required technical assessment.

Note: Modeling Includes roofing estimate of \$96,363

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30% ITC – Buy All Sell All – EPC Cost #4



Site	
System Size (kW)	270 kW DC
Year 1 Production (kWh)	324,000 kWhs

ITC Assumption	30% ITC
Credit Value	\$0.03372
Year 1 Savings	\$10,925.30
Cumulative Savings	\$205,717

This modeling assumes an EPC cost estimate of \$2.00/Watt. This is a high-level figure based on similarly sized projects.

Modeling is meant to provide an indication of the value of developing a project.

Actual economics will vary based on formal design and realized system production.

Cost estimate to be dialed in with a required technical assessment.

Note: Modeling Includes roofing estimate of \$96,363

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Questions & Answers



Katie Shelton
Senior Manager Market Engagement
Katie.Shelton@ctgreenbank.com
860-785-9625



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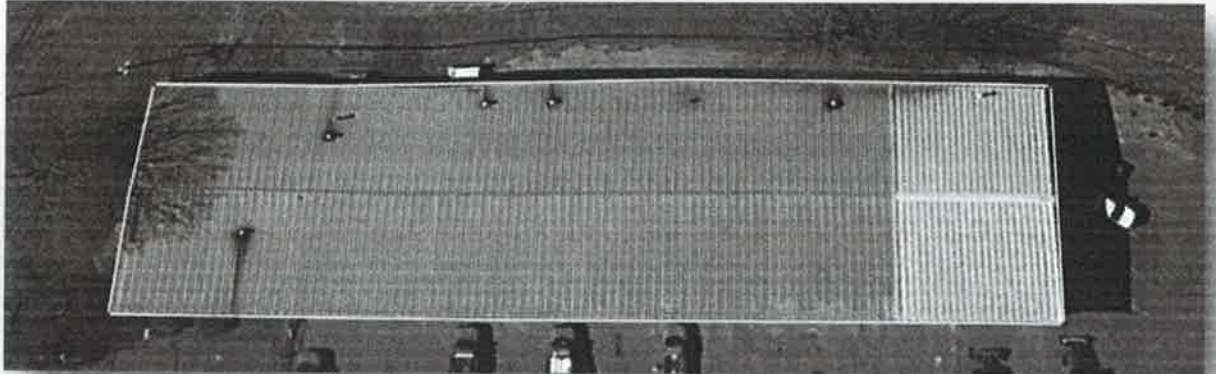
13

Thank you for attending!



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January 21st, 2025
Town of Granby
52 North Granby Rd.
Granby, CT






TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager 

REGARDING: Lease Agreement – 83 Salmon Brook Street (aka Freshies)

As you may recall, the Town issued a request for proposal (RFP) in 2024 seeking a sale or lease of the property located at 83 Salmon Brook Street (aka Freshies).

The Town received two proposals for reuse of the property, and selected the proposal that represented the highest and best use in order to negotiate a sale or lease of the property.

Over the last six months, negotiations with the preferred submitter included securing two appraisals of the building and also allowing contractors to walk the building to identify and estimate needed repairs.

We return to you tonight to update the Board of Selectmen and the community on the status of the process, and additionally to seek your approval of the attached lease agreement as drafted by Rich Roberts, the Town's Attorney.

I would direct your attention to an attached memo prepared by Community Development Director Abby Kenyon where she discusses four possible outcomes related to the building – each with various pros and cons. As you read and digest that content, please recognize that the Town purchased this building years ago for approximately \$90,000 and has not invested in the repair of the property to any great degree. As result, a new roof, significant water proofing of the foundation, and new mechanicals are needed.

In order to move forward and update the property for necessary repairs while allowing it to become an income source to the Town, we are recommending that the Town enter into a 10-year lease with an option to buy at fair market value that must be exercised within four years of operation.

Accordingly, I respectfully request the following motion be approved to allow the Town to move this process forward.

Proposed Motion:

Move that the Board of Selectmen direct Town Manager Mike Walsh to execute the attached lease agreement for 83 Salmon Brook Street (aka Freshies) with a 10-year term beginning on April 1, 2025.



TOWN OF GRANBY

MEMORANDUM

DATE: February 18, 2025

TO: The Granby Board of Selectmen

FROM: Abby Kenyon, Director of Community Development

REGARDING: 83 Salmon Brook Street, Options

Background

The Town purchased 83 Salmon Brook Street in 2011 for \$90,000. The purchase of the property provided the Town control over future development of the area, including access to the rear property. At the time of purchase, the building needed extensive improvements. In 2012, the Town issued a Request for Proposals (RFP) and was able to negotiate an arrangement where Peppermill Country Deli & Bakery agreed to make all the improvements and maintain the property. The lease was signed in April 2012 and was to expire December 31, 2018, with an additional option to extend. In 2018, the Town authorized the sub-lease of the property to Freshies Café. The agreement with Freshies Café terminated December 31, 2023 and the property has been unoccupied since.

In the winter of 2024, the Board of Selectmen authorized issuance of an RFP for a commercial real estate broker to assist in the marketing of the property. It was expected that the selected broker would provide advice and guidance as to whether a lease, sale or some other arrangement was the most beneficial to the Town. There were no responses received to the RFP.

In the spring of 2024, an RFP was issued for the sale or lease of the property. Respondents were asked to provide information about the intended use of the property and to indicate if a sale or lease was preferred. There were two walk-throughs held with a total of eleven parties in attendance. Two responses were received, and town staff has been in discussions with one of the respondents in more detail since then.

A draft lease agreement has been prepared for consideration. To assist the Board in evaluating this agreement, we thought it would be helpful to provide the Board with an outline of four potential outcomes for this property. Refer to the following:

Options

- 1) Do Nothing: The first option is to do nothing with the property. Under this option, the building would continue to sit unoccupied. The Town could issue another RFP for the sale or lease of the property to see if there was interest by other parties. While there was

interest when the first RFP was issued as demonstrated by the number of walk-throughs, only two responses were received. It is unknown if re-issuing the RFP would yield better results at this time. Given the amount of time it would take to re-issue the RFP and evaluate the responses, and considering the repairs that are needed, under this option the building would continue to deteriorate.

- 2) Demolish the building: Considering the repairs that are needed to the building, the Town could decide to demolish the building. There would then be a vacant property that the Town could either hold for the time being and allow the parking lot to be used by bike trail users, or the Town could list the property for sale. Funds would be needed for the demolition and it is unknown how long it would take to market and sell the property.
- 3) Sell: The Town could sell the property. Both respondents proposed a purchase of the property as an option and the Town also obtained an appraisal. The appraisal was based on an extraordinary assumption that issues with the basement would be remediated. Therefore, unless the Town funds repairs in advance of a sale, it is expected that a sales price would be greatly reduced to account for the work that is needed.
- 4) Lease: The Town could lease the property. Again, due to the repairs needed to the building to be operational, any lease would have to take into account the cost of these repairs. Similar to when the Town first purchased the building and the rent was reduced to account for repairs, a potential tenant would likely expect the same. Under this lease option, the building would be repaired and occupied; personal property taxes would be collected on the equipment; and the Town would retain ownership. This would allow for a future sale.

Next Steps

As noted in the memo from the Town Manager, a proposed lease agreement (option 4) is presented for consideration.

LEASE

THIS LEASE, made as of the 1st day of _____, 2025, by and between the TOWN OF GRANBY, a municipal corporation organized and existing under the laws of the State of Connecticut and having its territorial limits in the County of Hartford in said State, acting herein by Michael P. Walsh, its Town Manager, hereunto duly authorized (hereinafter the Lessor) and _____, of the Town of Granby, County, of Hartford and State of Connecticut (hereinafter the Lessee).

WITNESSETH:

Demised Premises:

In consideration of the terms herein reserved and of the covenants and agreements herein contained to be paid, performed and observed on the part of the Lessee, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, those certain premises known as and located at No. 83 Salmon Brook Street in the Town of Granby, including all buildings and improvements thereon, being shown as a parcel containing 65,443 square feet or 1.503 acres on a certain map entitled: "Parcel Map prepared for Upstream Properties, LLC Salmon Brook St. & Canton Rd. Granby, Connecticut," Scale 1"=100', Dated 3/21/18, Revised 3/19/20, Sheet No. 1 of 1, Prepared by Denno Land Surveying & Consulting, LLC, 2 Tunxis Rd. Ste. 203, Tariffville, CT 06081, which map is filed with the Town of Granby, Town Clerk as Map Number 2938-1.

Term:

The term of this Lease shall commence on _____ 1, 2025, and end on _____ 31, 2035, unless sooner terminated as herein provided.

Rental:

Subject to the further provisions of this Lease, the Lessee shall pay the Lessor, by the first day of each month that rent is due, the sum of Three Thousand Dollars (\$3,000.00) per month.

It is the intention of the Lessor and the Lessee that the rent herein specified shall be net to the Lessor in each year during the term of this Lease; that all costs, expenses and obligations of every kind relating to the leased premises which may arise or become due during the term of this Lease shall be paid by the Lessee, and that the Lessor shall be indemnified by the Lessee against such costs, expenses and obligations. Such costs, expenses and obligations include, but are not limited to, the costs of all improvements to be made by the Lessee, the cost of any required building permits or other governmental permits, the cost of casualty insurance coverage as hereinafter required, the cost of all utilities serving the premises and the cost of all expenses for property maintenance, including the maintenance of any structures upon the premises.

It is further agreed that the rents herein provided for are in lieu of all municipal real estate taxes which might otherwise be assessed against the leased premises and the Lessor will hold the Lessee harmless from any such assessments during the initial and any extended lease term. Notwithstanding the foregoing, Lessee shall pay any and all personal property taxes attributable to the leased premises and its occupancy thereof. Further, Lessee shall be responsible for arranging for and payment of any and all utilities serving the leased premises.

In the event any payment of rent hereunder is not received within ten (10) days of the date on which it becomes due, the Lessee shall pay a late charge equal to five percent (5%) of such rent payment.

Deferral of Rent Payments; Capital Improvements and Repairs:

Notwithstanding anything in this Lease to the contrary, the Lessor and the Lessee acknowledge that the leased premises are in need of substantial capital repairs and replacements. The Lessor is willing to defer or reduce some of the monthly rental payments due hereunder in consideration of the Lessee's agreement to make certain of those capital repairs which shall include, without limitation, the roof of the structure, water infiltration into the basement and other repairs needed to the foundation, and repair or replacement of the walk-in cooler. The Lessor and the Lessee shall jointly determine the items requiring repair or replacement and the preliminary budget and schedule for making such repairs. Thereafter, the Lessee shall be solely responsible for ensuring that those repairs or replacements are conducted in a workmanlike manner. The Lessee shall notify the Lessor when any such repairs or replacements are to be conducted and the Lessor shall review and inspect any such work when it has been completed.

Subject satisfactory compliance with the provisions of this section and observance of the remaining terms of this Lease, the Lessor shall abate the rent due hereunder as follows: During the first thirteen (13) months of the term of the Lease, the rent due shall be zero dollars. During the following twelve (12) months of the term of the Lease, the rent each month shall be One Thousand Dollars (\$1,000.00). During the following twelve (12) months of the term of the Lease, the rent each month shall be Two Thousand Dollars (\$2,000.00). This schedule of abatement is subject to future adjustment based on mutually acceptable changes to the budget and schedule for repairs and replacements, but in no event shall the Lessor be obligated to abate rent in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) in the aggregate.

The Lessee shall also provide the Lessor with complete invoices marked "PAID" for any repair or replacement work covered by this section. The Lessee shall be responsible for ensuring

that there are no mechanics' liens placed on the leased premises and shall promptly cause any such liens to be released.

In the event the Lessee shall fail to make the required repairs or replacements substantially in accordance with the budget and schedule then in effect, the Lessor's agreement to abate the rent as provided herein may be terminated upon thirty (30) days' prior written notice to the Lessee. In the event the Lessee shall have expended less on repairs and replacements than the Lessor shall have granted in rent abatements at the time of such default, the Lessee shall pay such shortfall to the Lessor in five equal installments together with each of the next five rent payments in the required amount of \$3,000.00 each.

Quiet Enjoyment:

The Lessor covenants that it has good right and lawful authority to enter into this Lease and that, subject to all of the provisions of this Lease and any easements or restrictions to which the premises may be subject, and further subject to municipal zoning and inland wetlands regulations, the Lessee shall have the quiet and undisturbed possession of the demised premises so long as the Lessee shall not be in default hereunder.

Repairs and Maintenance:

The Lessee covenants that, throughout the term of this Lease, at the sole cost and expense of the Lessee, to take good care of the buildings and improvements now or at any time erected on the demised premises, the fixtures thereon, the sidewalks, curbs, parking spaces and landscaping and to make all necessary repairs thereto. "Repairs" shall be deemed to include replacements or renewals when necessary, and all such repairs shall, to the extent feasible, be equal in quality and

class to the original work. The Lessee shall keep and maintain the premises in a clean and orderly condition, free of accumulated dirt and rubbish and shall keep sidewalks, driveways, parking areas and similar areas free from snow and ice. All improvements and alterations of the premises and all fixtures (other than kitchen and cooking appliances such as stoves, ovens, refrigerators and sinks) made or installed by the Lessee on the premises shall immediately, upon the completion or installation thereof, be and become the property of the Lessor.

Compliance with Law, Ordinances and Regulations:

The Lessee covenants throughout the term of this Lease to comply with and conform to all of the laws of the United States and the State of Connecticut and the ordinances and regulations of the Town of Granby, including but not limited to, those relating to health, nuisance, fire, highway, sidewalks and zoning, insofar as the demised premises may be concerned and insofar as such may be applicable to the Lessee as occupant of the demised premises, and to save the Lessor harmless from all fines, penalties and costs for violation or non-compliance with the same.

Surrender upon Termination:

The Lessee shall on the last day of the term (or upon the earlier termination) peaceably and quietly surrender the leased premises to the Lessor in a broom-clean condition, including all buildings, alterations, replacements, changes or additions placed by the Lessee thereon in as good condition and repair as at the commencement of the term, and as any new buildings, structures, replacements, additions or improvements, constructed, erected, added or placed thereon by the Lessee are when completed, with the natural wear and tear thereof excepted.

Default and Remedies:

If the Lessee shall make default in payment of the rents due hereunder for a period of ten days after any of the same shall become due and payable, or if default shall be made by the Lessee in any of the other covenants and agreements herein contained to be kept and fulfilled on the part of the Lessee for a period of ten days after written notice of such default is given by the Lessor without action by the Lessee to remedy such default to conclusion with reasonable diligence; or if the Lessee shall file a voluntary petition in bankruptcy or take the benefit of any insolvency act or be dissolved pursuant thereto, or if a receiver is appointed for the Lessee's business or assets; or if the Lessee makes an assignment for the benefit of creditors; or if the Lessee's interests herein shall be sold under an execution; then and thereafter the Lessor shall have the right at its option and without prejudice to any other rights it may have hereunder to terminate the Lease and to re-enter and take possession of the premises, or without such re-entry, may recover possession of the premises in the manner prescribed by the statutes relating to summary process, and any demand for rent, re-entry for condition broken, and any and all notice to quit or other formalities of any nature to which the Lessee may be entitled, in such event, are specifically waived; and that after default is made in any of the covenants contained herein, the acceptance of rent or failure to reenter and take possession shall not be held a waiver of the Lessor's right to terminate this Lease and to re-enter and take possession of the premises.

Risk of Loss:

The Lessee shall maintain full replacement coverage casualty insurance on the premises which shall name the Lessor as an additional insured. Such insurance shall be of the type and in the amounts required by the Lessor, with an insurance company with an AM Best Rating of A-,

VIII or better, licensed to write insurance in the State of Connecticut. In the event of destruction or damage to the leased premises or any portion thereof by fire or other covered casualty, the proceeds of such insurance shall be payable to the Lessor and the Lessee as their interests shall appear and be used to replace, repair or restore the premises, and the Lessee shall not be entitled to surrender possession of the leased property, to terminate the Lease, to violate any of its provisions or to cause any rebate or abatement in rent then due or thereafter becoming due under the terms hereof. The Lessee shall procure such other insurance coverages, including without limitation workers compensation coverage, in such amounts and on such terms as the Lessor may reasonably require. The Lessee shall provide evidence of compliance with the requirements herein contained on the Lessor's reasonable periodic request therefor.

Condemnation:

If the whole of the demised premises are taken by any public or other authority under any power of eminent domain or condemnation, then this lease shall forthwith terminate when title passes to said public or other authority, and the Lessee shall have no claim or interest in or to any award for damages to the Lessor on account of said taking. If a material portion of the demised premises is so taken and such taking shall prevent the Lessee from conducting business substantially in the manner currently conducted, the Lessee shall have the option to cancel and terminate this Lease upon notice thereof within thirty days of such taking. If the Lessee shall not elect to so terminate, the Lease shall remain in full force and effect. In no event shall the Lessee be entitled to any portion of the award judgment or settlement received by the Lessor on account of such partial taking.

Condition of the Premises:

The demised premises are leased to the Lessee "as is." The Lessee represents that it is fully familiar with the physical condition of the premises and acknowledges that the Lessor has made no warranties or representations regarding the condition of the same.

Attorney's Fees:

The Lessee covenants and agrees, after any default by the Lessee, to pay all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred by the Lessor in securing any of the Lessor's rights against the Lessee, including regaining possession of the premises, or in enforcing any covenant or agreement of the Lessee contained in this Lease.

Assignment and Subletting:

The Lessee shall not assign this Lease nor sublet the demised premises or any portion thereof without the prior written consent of the Lessor, provided however, that in the event of such assignment or sublease with the consent of the Lessor, the Lessee shall remain primarily liable for the fulfillment of the covenants of the Lessee under this Lease, so that, thereafter, the obligations of the Lessee and any such assignee or sublessee shall be the joint and several obligations of each.

Recording:

Lessee shall not record this Lease but will execute a Notice of Lease for recordation by the Lessor on the Land Records.

Lessee's Intention:

The Lessor and the Lessee acknowledge that the Lessee will operate a restaurant on the leased premises and that the use will not change without the prior consent of the Lessor. The Lessee is authorized to make substantial improvements to the premises, including landscaping, which will require the consent and approval of Lessor, which consent and approval will not be unreasonably withheld.

Lessee's Option to Purchase:

Provided that no event of default shall exist hereunder, at any time during the first four years of the term of this Lease the Lessee may notify Lessor in writing that Lessee wishes to exercise its option to purchase the demised premises. Absent a contrary agreement between Lessor and Lessee, the purchase price shall be the Fair Market Value as determined in accordance with this section.

Each of Lessor and Lessee shall engage a licensed MAI appraiser employed by an appraisal firm of recognized competence in the northern Connecticut area with not less than ten (10) years' experience in appraising and valuing properties of the general type, location and character as the demised premises. The two appraisers shall meet within ten (10) days after they are designated in an attempt to agree upon the Fair Market Value and, if within twenty (20) days after they shall have been designated, they do not agree upon the Fair Market Value, then each shall within ten (10) days thereafter deliver a written report to both Lessor and Lessee setting for their determination of the Fair Market Value. If the appraisals are within ten percent (10%) of each other, they shall be averaged and that shall be the Fair Market Value. If the appraisals are not within ten percent (10%) of each other, the two appraisers shall jointly select a third appraiser

who shall also provide a determination of the value of the demised premises. If the determination of the Fair Market Value of any two of the appraisers shall be identical, that shall be deemed to be the Fair Market Value. If the determinations of all three appraisers shall be different in amount, then the average of the two nearest in amount shall be deemed the Fair Market Value. Each party shall bear the cost of their own appraiser and the cost of the third appraiser shall be split equally.

Following the determination of the purchase price, the Lessor shall initiate the approval processes necessary to convey the demised premises to the Lessee. The obligation of the Lessor to convey the demised premises to the Lessee shall be conditioned upon Lessor's receipt of all necessary governmental approvals, including, without limitation, approval by a special town meeting. Upon the satisfaction of all such conditions, the sale shall take place in the office of the Town Manager on the thirtieth (30th) calendar day following receipt of the final approval.

Entire Agreement:

This Lease sets forth the entire agreement and understanding between the parties, all prior conversations and writings between them being merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon the parties unless reduced to writing and signed on their behalf.

IN WITNESS WHEREOF the parties have caused these premises to be signed on the ____ day of _____, 2025, at Granby, Connecticut.

Signed in the Presence of:

TOWN OF GRANBY, Lessor

By _____

Michael P. Walsh
Town Manager

_____, Lessee

By _____

LEASE

THIS LEASE, made as of the 1st day of April, _____, 2025, by and between the TOWN OF GRANBY, a municipal corporation organized and existing under the laws of the State of Connecticut and having its territorial limits in the County of Hartford in said State, acting herein by Michael P. Walsh, its Town Manager, hereunto duly authorized (hereinafter the Lessor) and _____, of the Town of Granby, County, of Hartford and State of Connecticut (hereinafter the Lessee).

WITNESSETH:

Demised Premises:

In consideration of the terms herein reserved and of the covenants and agreements herein contained to be paid, performed and observed on the part of the Lessee, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, those certain premises known as and located at No. 83 Salmon Brook Street in the Town of Granby, including all buildings and improvements thereon, being shown as a parcel containing 65,443 square feet or 1.503 acres on a certain map entitled: "Parcel Map prepared for Upstream Properties, LLC Salmon Brook St. & Canton Rd. Granby, Connecticut," Scale 1"=100', Dated 3/21/18, Revised 3/19/20, Sheet No. 1 of 1, Prepared by Denno Land Surveying & Consulting, LLC, 2 Tunxis Rd. Ste. 203, Tariffville, CT 06081, which map is filed with the Town of Granby, Town Clerk as Map Number 2938-1.

Term:

The term of this Lease shall commence on April 1, _____ 1, 2025, and end on March 31, _____ 31, 2035, unless sooner terminated as herein provided.

Rental:

Subject to the further provisions of this Lease, the Lessee shall pay the Lessor, by the first day of each month that rent is due, the sum of Three Thousand Dollars (\$3,000.00) per month.

Annually beginning on April 1, 2030 and continuing through the term of the lease, the rent shall be increased by 2.5%.

It is the intention of the Lessor and the Lessee that the rent herein specified shall be net to the Lessor in each year during the term of this Lease; that all costs, expenses and obligations of every kind relating to the leased premises which may arise or become due during the term of this Lease shall be paid by the Lessee, and that the Lessor shall be indemnified by the Lessee against such costs, expenses and obligations. Such costs, expenses and obligations include, but are not limited to, the costs of all improvements to be made by the Lessee, the cost of any required building permits or other governmental permits, the cost of casualty insurance coverage as hereinafter required, the cost of all utilities serving the premises and the cost of all expenses for property maintenance, including the maintenance of any structures upon the premises.

It is further agreed that the rents herein provided for are in lieu of all municipal real estate taxes which might otherwise be assessed against the leased premises and the Lessor will hold the Lessee harmless from any such assessments during the initial and any extended lease term. Notwithstanding the foregoing, Lessee shall pay any and all personal property taxes attributable to the leased premises and its occupancy thereof. Further, Lessee shall be responsible for arranging for and payment of any and all utilities serving the leased premises.

In the event any payment of rent hereunder is not received within ten (10) days of the date on which it becomes due, the Lessee shall pay a late charge equal to five percent (5%) of such rent payment.

Deferral of Rent Payments; Capital Improvements and Repairs:

Notwithstanding anything in this Lease to the contrary, the Lessor and the Lessee acknowledge that the leased premises are in need of substantial capital repairs and replacements. The Lessor is willing to defer or reduce some of the monthly rental payments due hereunder in consideration of the Lessee's agreement to make certain of those capital repairs which shall include, without limitation, the roof of the structure, water infiltration into the basement and other repairs needed to the foundation, and repair or replacement of the walk-in cooler. The Lessor and the Lessee shall jointly determine the items requiring repair or replacement and the preliminary budget and schedule for making such repairs. Thereafter, the Lessee shall be solely responsible for ensuring that those repairs or replacements are conducted in a workmanlike manner. The Lessee shall notify the Lessor when any such repairs or replacements are to be conducted and the Lessor shall review and inspect any such work when it has been completed.

Subject satisfactory compliance with the provisions of this section and observance of the remaining terms of this Lease, the Lessor shall abate the rent due hereunder as follows: During the first ~~thirteen (13)~~eighteen (18) months of the term of the Lease, the rent due shall be zero dollars. During the following ~~thirty-five twelve (12)~~ (35) months of the term of the Lease, the rent each month shall be One Thousand Dollars (\$1,000.00). During the following ~~one twelve (12)~~ (1) months of the term of the Lease, the rent ~~each month~~ shall be Two Thousand Dollars (\$2,000.00). This schedule of abatement is subject to future adjustment based on mutually

acceptable changes to the budget and schedule for repairs and replacements, but in no event shall the Lessor be obligated to abate rent in an amount in excess of ~~One Hundred Twenty Five Seventy-Five~~ Thousand Dollars (\$~~127~~5,000.00) in the aggregate.

The Lessee shall also provide the Lessor with complete invoices marked "PAID" for any repair or replacement work covered by this section. The Lessee shall be responsible for ensuring that there are no mechanics' liens placed on the leased premises and shall promptly cause any such liens to be released.

In the event the Lessee shall fail to make the required repairs or replacements substantially in accordance with the budget and ~~by March 31, 2026~~~~schedule then in effect~~, the Lessor's agreement to abate the rent as provided herein may be terminated upon thirty (30) days' prior written notice to the Lessee. In the event the Lessee shall have expended less on repairs and replacements than the Lessor shall have granted in rent abatements at the time of such default, the Lessee shall pay such shortfall to the Lessor in five equal installments together with each of the next five rent payments in the required amount of \$3,000.00 each.

Quiet Enjoyment:

The Lessor covenants that it has good right and lawful authority to enter into this Lease and that, subject to all of the provisions of this Lease and any easements or restrictions to which the premises may be subject, and further subject to municipal zoning and inland wetlands regulations, the Lessee shall have the quiet and undisturbed possession of the demised premises so long as the Lessee shall not be in default hereunder.

Repairs and Maintenance:

The Lessee covenants that, throughout the term of this Lease, at the sole cost and expense of the Lessee, to take good care of the buildings and improvements now or at any time erected on the demised premises, the fixtures thereon, the sidewalks, curbs, parking spaces and landscaping and to make all necessary repairs thereto. "Repairs" shall be deemed to include replacements or renewals when necessary, and all such repairs shall, to the extent feasible, be equal in quality and class to the original work. The Lessee shall keep and maintain the premises in a clean and orderly condition, free of accumulated dirt and rubbish and shall keep sidewalks, driveways, parking areas and similar areas free from snow and ice. All improvements and alterations of the premises and all fixtures (other than kitchen and cooking appliances such as stoves, ovens, refrigerators and sinks) made or installed by the Lessee on the premises shall immediately, upon the completion or installation thereof, be and become the property of the Lessor.

Compliance with Law, Ordinances and Regulations:

The Lessee covenants throughout the term of this Lease to comply with and conform to all of the laws of the United States and the State of Connecticut and the ordinances and regulations of the Town of Granby, including but not limited to, those relating to health, nuisance, fire, highway, sidewalks and zoning, insofar as the demised premises may be concerned and insofar as such may be applicable to the Lessee as occupant of the demised premises, and to save the Lessor harmless from all fines, penalties and costs for violation or non-compliance with the same.

Surrender upon Termination:

The Lessee shall on the last day of the term (or upon the earlier termination) peaceably and quietly surrender the leased premises to the Lessor in a broom-clean condition, including all

buildings, alterations, replacements, changes or additions placed by the Lessee thereon in as good condition and repair as at the commencement of the term, and as any new buildings, structures, replacements, additions or improvements, constructed, erected, added or placed thereon by the Lessee are when completed, with the natural wear and tear thereof excepted.

Default and Remedies:

If the Lessee shall make default in payment of the rents due hereunder for a period of ten days after any of the same shall become due and payable, or if default shall be made by the Lessee in any of the other covenants and agreements herein contained to be kept and fulfilled on the part of the Lessee for a period of ten days after written notice of such default is given by the Lessor without action by the Lessee to remedy such default to conclusion with reasonable diligence; or if the Lessee shall file a voluntary petition in bankruptcy or take the benefit of any insolvency act or be dissolved pursuant thereto, or if a receiver is appointed for the Lessee's business or assets; or if the Lessee makes an assignment for the benefit of creditors; or if the Lessee's interests herein shall be sold under an execution; then and thereafter the Lessor shall have the right at its option and without prejudice to any other rights it may have hereunder to terminate the Lease and to re-enter and take possession of the premises, or without such re-entry, may recover possession of the premises in the manner prescribed by the statutes relating to summary process, and any demand for rent, re-entry for condition broken, and any and all notice to quit or other formalities of any nature to which the Lessee may be entitled, in such event, are specifically waived; and that after default is made in any of the covenants contained herein, the acceptance of rent or failure to reenter and take possession shall not be held a waiver of the Lessor's right to terminate this Lease and to re-enter and take possession of the premises.

Risk of Loss:

The Lessee shall maintain full replacement coverage casualty insurance on the premises which shall name the Lessor as an additional insured. Such insurance shall be of the type and in the amounts required by the Lessor, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write insurance in the State of Connecticut. In the event of destruction or damage to the leased premises or any portion thereof by fire or other covered casualty, the proceeds of such insurance shall be payable to the Lessor and the Lessee as their interests shall appear and be used to replace, repair or restore the premises, and the Lessee shall not be entitled to surrender possession of the leased property, to terminate the Lease, to violate any of its provisions or to cause any rebate or abatement in rent then due or thereafter becoming due under the terms hereof. The Lessee shall procure such other insurance coverages, including without limitation workers compensation coverage, in such amounts and on such terms as the Lessor may reasonably require. The Lessee shall provide evidence of compliance with the requirements herein contained on the Lessor's reasonable periodic request therefor.

Condemnation:

If the whole of the demised premises are taken by any public or other authority under any power of eminent domain or condemnation, then this lease shall forthwith terminate when title passes to said public or other authority, and the Lessee shall have no claim or interest in or to any award for damages to the Lessor on account of said taking. If a material portion of the demised premises is so taken and such taking shall prevent the Lessee from conducting business substantially in the manner currently conducted, the Lessee shall have the option to cancel and

terminate this Lease upon notice thereof within thirty days of such taking. If the Lessee shall not elect to so terminate, the Lease shall remain in full force and effect. In no event shall the Lessee be entitled to any portion of the award judgment or settlement received by the Lessor on account of such partial taking.

Condition of the Premises:

The demised premises are leased to the Lessee "as is." The Lessee represents that it is fully familiar with the physical condition of the premises and acknowledges that the Lessor has made no warranties or representations regarding the condition of the same.

Attorney's Fees:

The Lessee covenants and agrees, after any default by the Lessee, to pay all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred by the Lessor in securing any of the Lessor's rights against the Lessee, including regaining possession of the premises, or in enforcing any covenant or agreement of the Lessee contained in this Lease.

Assignment and Subletting:

The Lessee shall not assign this Lease nor sublet the demised premises or any portion thereof without the prior written consent of the Lessor, provided however, that in the event of such assignment or sublease with the consent of the Lessor, the Lessee shall remain primarily liable for the fulfillment of the covenants of the Lessee under this Lease, so that, thereafter, the obligations of the Lessee and any such assignee or sublessee shall be the joint and several obligations of each.

Recording:

Lessee shall not record this Lease but will execute a Notice of Lease for recordation by the Lessor on the Land Records.

Lessee's Intention:

The Lessor and the Lessee acknowledge that the Lessee will operate a restaurant on the leased premises and that the use will not change without the prior consent of the Lessor. The Lessee is authorized to make substantial improvements to the premises, including landscaping, which will require the consent and approval of Lessor, which consent and approval will not be unreasonably withheld.

Lessee's Option to Purchase:

Provided that no event of default shall exist hereunder, at any time during the ~~first four years of the~~ term of this Lease the Lessee may notify Lessor in writing that Lessee wishes to exercise its option to purchase the demised premises. Absent a contrary agreement between Lessor and Lessee, the purchase price shall be the Fair Market Value as determined in accordance with this section.

Purchase of the demised premises shall be subject to a deed restriction in favor of the Lessor requiring, in perpetuity, use of the demised premises to be in conformity with all local codes, ordinances, rules, policies and procedures in place at the time of the purchase.

Each of Lessor and Lessee shall engage a licensed MAI appraiser employed by an appraisal firm of recognized competence in the northern Connecticut area with not less than ten

(10) years' experience in appraising and valuing properties of the general type, location and character as the demised premises. The two appraisers shall meet within ten (10) days after they are designated in an attempt to agree upon the Fair Market Value and, if within twenty (20) days after they shall have been designated, they do not agree upon the Fair Market Value, then each shall within ten (10) days thereafter deliver a written report to both Lessor and Lessee setting forth their determination of the Fair Market Value. If the appraisals are within ten percent (10%) of each other, they shall be averaged and that shall be the Fair Market Value. If the appraisals are not within ten percent (10%) of each other, the two appraisers shall jointly select a third appraiser who shall also provide a determination of the value of the demised premises. If the determination of the Fair Market Value of any two of the appraisers shall be identical, that shall be deemed to be the Fair Market Value. If the determinations of all three appraisers shall be different in amount, then the average of the two nearest in amount shall be deemed the Fair Market Value. Each party shall bear the cost of their own appraiser and the cost of the third appraiser shall be split equally.

Following the determination of the purchase price, the Lessor shall initiate the approval processes necessary to convey the demised premises to the Lessee. The obligation of the Lessor to convey the demised premises to the Lessee shall be conditioned upon Lessor's receipt of all necessary governmental approvals, including, without limitation, approval by a special town meeting. Upon the satisfaction of all such conditions, the sale shall take place in the office of the Town Manager on the thirtieth (30th) calendar day following receipt of the final approval.

Entire Agreement:

This Lease sets forth the entire agreement and understanding between the parties, all prior conversations and writings between them being merged herein and extinguished. No subsequent

amendment to this Lease shall be binding upon the parties unless reduced to writing and signed on their behalf.

IN WITNESS WHEREOF the parties have caused these premises to be signed on the _____ day of _____, 2025, at Granby, Connecticut.

Signed in the Presence of:

TOWN OF GRANBY, Lessor

By _____

Michael P. Walsh
Town Manager

_____, Lessee

By _____



TOWN OF GRANBY

MEMORANDUM

DATE: February 13, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager

REGARDING: Request for Permission to Submit a STEAP Grant Application

By way of this memo, attached please find a brief narrative prepared by Grants Administrator Catherine Lanyon which details a conceptual plan for creating a new walking path at Salmon Brook Park from the parking lot near the Dog Park through the Rover's Field north, including handicapped accessibility from the Route 20 overflow parking lot to the Rover's Fields.

A engineering drawing is attached so you have a concept of the plan we are submitting as we seek grant approval. That drawing addresses the steep grade from the parking lot to the fields. In total, based on very preliminary estimates completed by Town Engineer Kevin Clark, the cost of this path and handicapped accessibility project would total between \$600,000 to \$700,000.

The Town seeks to submit this project under the State of Connecticut Small Town Economic Assistance Program Grant (STEAP) provided the Board of Selectmen provides the Town with the authority to submit the project. The Grant application is due by February 20, 2025. Accordingly, I respectfully request the following resolution be approved by the Board of Selectmen via motion to allow the Town to move this process forward.

Municipal Certification of Resolution - STEAP 2025

I, Jini Ruscitti, Acting Town Clerk of the Town of Granby, a municipality organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of the resolution adopted at a Board of Selectmen Meeting of said municipality at a meeting held on February 18th, 2025: "RESOLVED, that Town Manager Mike Walsh be, and hereby is, authorized to accept on behalf of the Town of Granby, a 2025 Connecticut STEAP Grant in the amount of \$700,000 for Handicapped Accessibility Access at the Salmon Brook Park North Fields; and FURTHER RESOLVED, that Town Manager Mike Walsh is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2025 STEAP Grant with the State of Connecticut." AND I DO FURTHER CERTIFY that the above resolution has in no way been altered, amended or revoked, and is in full force and effect. AND I DO FURTHER CERTIFY that Mike Walsh is the Town Manager of the Town of Granby, and has been since March 4, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Granby this 19th day of February, 2025.

Signature/Town Clerk



TOWN OF GRANBY

MEMORANDUM

DATE: February 13, 2025

TO: Mike Walsh, Town Manager

FROM: Catherine Lanyon, Town Manager's Office, Grants

REGARDING: Board of Selectmen Approval for Authorization of STEAP Grant

Background

I am Catherine Lanyon, and part of my job within the Town Manager's Office is to organize and apply for various grant opportunities. The current grant opportunity for discussion is the annual Small Town Economic Assistance Program (STEAP) offered through the Connecticut Office of Policy and Management. Previously the Town has been awarded this grant to fund the new internal walking path loop at Salmon Brook Park, as well as to renovate and update the kitchen at the Granby Senior Center.

The item currently furthest along for consideration for grant funding is a twofold project at Salmon Brook Park. This project will install a paved walking path connector along the Rovers Soccer Fields and a paved path and ramp connecting the auxiliary parking lot on Route 20 to the back corner of the Rover Soccer fields. The walking path connector is approximately 1,600 feet long, and will connect via crosswalk to the current walking path loop within the center of Salmon Brook Park. The ramp from the Route 20 auxiliary parking lot to the back corner of the Rover Soccer fields includes both a paved path as well as an ADA ramp. Completing this project would fully connect the entire park with accessible walkways from the farthest north entrance off Route 20 to the farthest south entrance off Route 10/202.

This project will have a positive impact on the community by creating greater physical accessibility to a large portion of the park. Currently, there is not any walking path to reach these back fields, and only a dirt path down a steep slope in the woods to reach the auxiliary parking lot. This means that anyone using mobility aids, anyone pushing strollers, or transporting other kinds of equipment is severely limited from being able to reach the back corner of the park fields. The installation of this paved walking path will improve the

quality of life for players and fans, as a larger number of people, regardless of mobility challenges, will be able to reach the fields for participation and spectating purposes. The paved walking path enables those using mobility aids, families pushing younger children in strollers, staff trying to move sports equipment, to be able to reach the soccer fields with more ease and less difficulty.

As reported by DOT, the park has an average daily traffic volume of 10,300 vehicles. Given the significant traffic volume, there is a great need to increase the sidewalk network to provide safe walking paths for pedestrians and to offer an alternative to vehicular use within Granby Center. Additionally, the ramp connection to the auxiliary parking lot will enable almost 90 vehicles to park and still enter Salmon Brook Park, without contributing extra traffic to the Center of town, or contributing congestion to the main parking lot. As more people use the path to walk, vehicle traffic in Granby Center and the main parking lot should decrease on game days.

We estimate the cost of this project to be around \$600,000-700,000. We are waiting for final budget numbers from the town engineer to be able to submit the final grant application, but our estimates are putting us around the \$600,000-700,000 mark.

The grant does encourage a municipal match amount of 20%, which the Town would provide from the Parks & Recreation General Fund.

Options

If we split this proposal into two phases, the ramp/path from the auxiliary parking lot & the paved connector along the fields, that would reduce the request amount of the grant on this application, as well as reduce our encouraged municipal match.

Next Steps

Please seek approval from the Granby Board of Selectmen authorizing the Grants Office to apply for this grant application.



	CONCEPT PLAN TOWN OF GRANBY PROPOSED SIDEWALK AND BIKEWAY SALMON BROOK STREET GRANBY, CONNECTICUT		
	DATE: FEBRUARY 7, 2007	JOB # 07-0010-01	SHEET # OF 3
TOWN OF GRANBY ENGINEERING DEPARTMENT 11 GRANBY TOWN HALL GRANBY, CONNECTICUT 06033 PHONE: (860) 339-2101 FAX: (860) 339-2102			



TOWN OF GRANBY

MEMORANDUM

DATE: February 12, 2025

TO: The Granby Board of Selectmen

FROM: Kimi Cheng, Director of Finance

REGARDING: Parks & Recreation Fund Appropriation for Holcomb Farm Signage

Background

As you may recall, at the June 17th Board of Selectmen meeting, the BOS approved to reallocate \$75,000 ARPA funds for project number 2024-016 Holcomb Farm repairs, signage, sidewalks, fencing, tree removal, and AV North Barn. We had spent a total of \$89,040.09 for the Holcomb Farm improvement project. However, ARPA is no longer available for projects with no contract signed before obligation deadline of December 31, 2024. Staff is requesting an additional appropriation of \$2,297.27 from the Parks and Recreation Fund to pay for the remaining balance for the Holcomb Farm replacement sign.

The Parks and Recreation Fund has sufficient funds to cover this appropriation, with a balance of \$560,297 as of June 30, 2024.

Pursuant to section 10-6(e) of the Granby Town Charter, I am forwarding the request to you for comment. The Board of Finance will then hear this request for comment as well.

The following motion is needed from the Board of Selectmen:

Motion to approve a \$2,297.27 appropriation from the Parks and Recreation Fund for the Holcomb Farm replacement sign and forward this request to the Board of Finance to approve.




TOWN OF GRANBY

MEMORANDUM

DATE: February 13, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager 

REGARDING: Charter Section 6-6 (b) Town Attorney/Special Counsel Update

Action Requested – Possible KCE Battery Project Approval Appeal

As we discussed at the February 3, 2025 Board of Selectmen Meeting, the KCE Battery Project was recently approved by the Connecticut Siting Counsel over the objections of the Town of Granby.

As a result of that approval, the Town desired to explore all its options including an appeal of the approval with time being of the essence. One of the tasks the Board of Selectmen directed me to complete was to identify a qualified attorney/law firm who specializes in such an appeal.

To that end, I have identified Attorney David Sherwood from the firm of Moriarty, Paetzold & Sherwood out of Glastonbury, Connecticut. Attorney Sherwood has brought similar appeals and has agreed to represent us at an hourly rate of \$400 should the Town seek to appeal the approval.

Based on the aforementioned, I respectfully request the following motion be considered to allow the Town to continue to move forward.

Proposed Motion:

Move that the Board of Selectmen vote to appeal the KCE Battery Project approval by the Connecticut Siting Counsel, and further to periodically provide an update on the status of the appeal to the Board of Selectmen.



TOWN OF GRANBY

MEMORANDUM

DATE: February 10, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager

REGARDING: Town Manager's Report for the February 18, 2025 BOS Meeting

Provided below please find an update of ongoing Town of Granby projects as well as commentary on noteworthy items you may find of interest.

Also attached is the FY25 year-to-date January budget summary and Phase I and II ARPA spending through January 31, 2025, as compiled by Finance Director Kimi Cheng.

Town Manager's Commentary on Projects/Noteworthy Items

- The Radio Commo Project contract has been signed and grant paperwork submitted
- Acquisition of 229 Mountain Road progresses as we work toward a closing date
- Secured an attorney to evaluate an appeal of the CT Siting Council KCE decision
- Continue working on a terms sheets for the lease of the Freshies property
- FY26 Budget preparation is in full swing in anticipation of the March workshops
- Communicating the next steps related to the Kearns Senior Housing development
- Worked on the VCS time and attendance rollout including staff meetings
- Submitting a STEAP Grant application to the State Office of Policy and Management

If you have any questions on the aforementioned, I will be on hand at your next meeting to answer any questions. Thank you.



TOWN OF GRANBY

MEMORANDUM

DATE: February 12, 2025

TO: The Granby Board of Selectmen
FROM: Kimi Cheng, Director of Finance
REGARDING: January 2025 Budget Operations Report

Highlights for Revenues:

As of 1/31/25, the total tax collection was consistent with the prior years at 95% (vs. 96% last year).

As of 2/11/25, the daily rate for STIF was 4.44%, or a 7-day yield was 4.44%. In January, interest earned from the STIF account was approximately \$60.1K.

Received the second ECS installment of \$1,319,579 in January.

Highlights for Expenditures:

As of 1/31/25, the total general fund expenditure was consistent with the last fiscal year at 64% (vs. 65% last year).

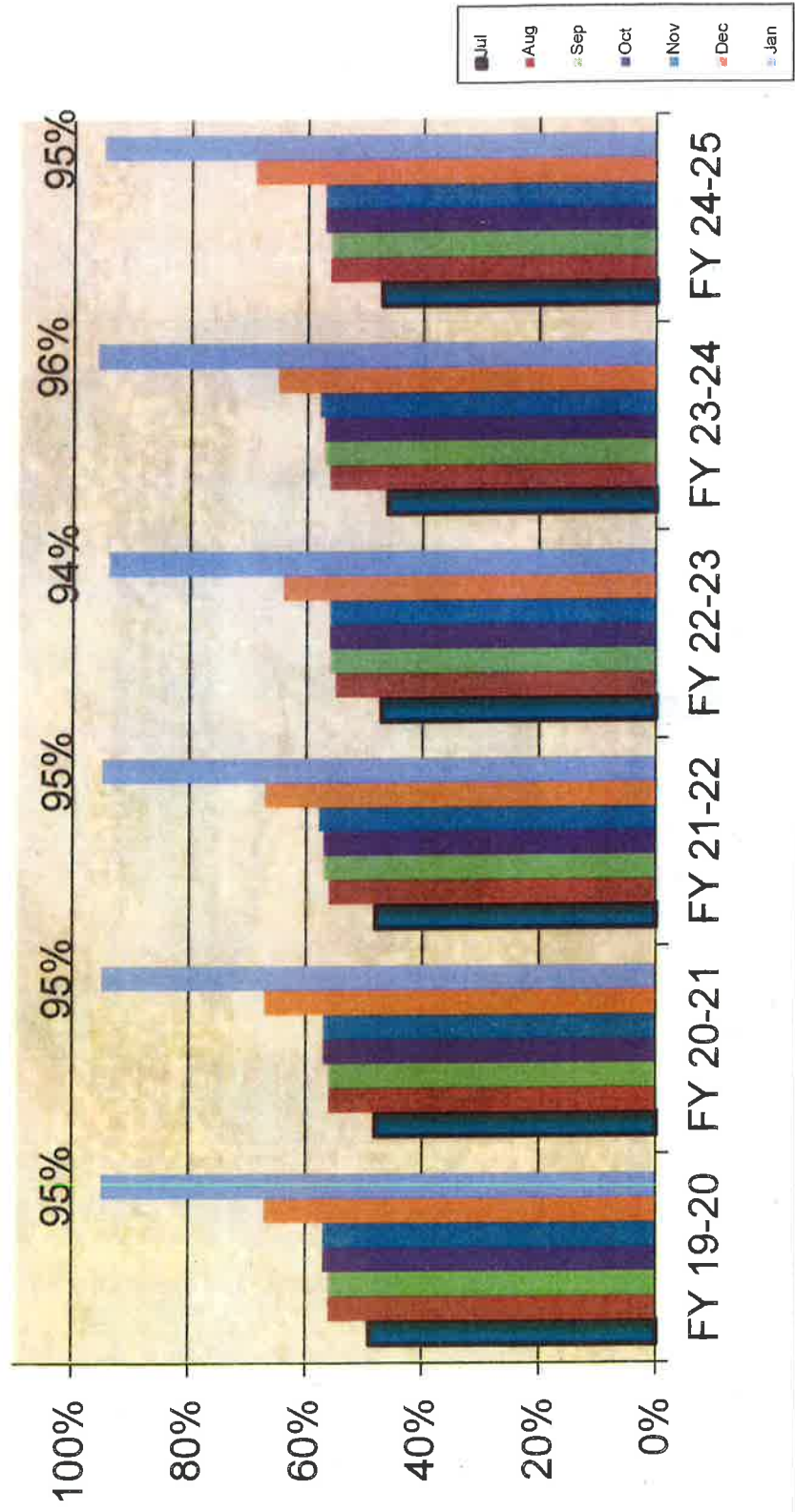
The Public Works Department's overtime expense as of January 31, 2025, was \$45,928.58 (vs. \$41,430.58 last year) due to many rainstorms that caused washouts and fallen trees in August. Staff had to work later to accommodate needs on the road overlay program with traffic control and supervision and for coverage at the Celebrate the Valley event. We had no snow until January last year, when we started the snow season in December of this year. We estimated the February OT number would worsen due to several snowstorms that already occurred in February. However, if we finish our snow season in February and no emergency occurs from March to June, we should still be within our OT budget of \$125,145.

The Police Department's overtime expense as of January 31, 2025, was \$108,941.31 (vs. \$106,319.11 last year) due to the high school lockdowns, rifle training, specific training for officers' recertification, school traffic assistance, community policing, and shift vacancy coverage due to PTO and injury lost time. We are estimated to have a similar overtime overage as the last fiscal year, but we should have enough funds from the unfilled position to cover this overage. Note that these OT numbers exclude holiday pay, special pay, premium pay, and holiday premium pay.



**BUDGET OPERATIONS
JANUARY 2025**

CURRENT YEAR TAX COLLECTION DATA



**TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
JANUARY 2025**

DESCRIPTION	ADJUSTED BUDGET	REVENUE RECEIVED	BAL DUE {EXCESS}	% REC'D	REMARKS	Jan 24 % REC'D	Dec 24 % REC'D
41010 Current Year Taxes	44,492,129	42,271,013	2,221,116	95%	Pymts. Due - July & Jan.	96%	69%
41020 Prior Years Taxes	210,000	186,254	23,746	89%		99%	84%
41040 Interest & Liens	130,000	105,566	24,434	81%		71%	60%
41060 Auto Supplement	400,000	311,611	88,389	78%	Billed - December	79%	9%
Property Taxes	45,232,129	42,874,444	2,357,685	95%		96%	69%
43170 Spec Ed / Excess	1,167,286	0	1,167,286	0%	Pymts. Due - Feb. 75% - June Bal.	0%	0%
43200 Educ Cost Sharing	5,278,314	2,639,158	2,639,156	50%	Pymts. Due - Oct. 25% - Jan. 25% - Apr. Bal.	50%	25%
43590 Tuition - Other Towns	1,283,865	386,669	897,196	30%	School Bills for Activity	27%	28%
State Education Total	7,729,465	3,025,827	4,703,638	39%		39%	22%
43110 Veterans Exempt GT	2,500	2,485	15	99%	By Assessor Appl. in Aug but rec Pymt. in Dec. Pymt. @June; motor vehicle violations \$450; \$3,411.10 from Early Voting Grant; and \$5K for 2023 Neglected cemetery grant reim.	84%	99%
43120 Misc - State	35,332	8,861	26,471	25%	2023 Neglected cemetery grant reim.	32%	11%
43130 Telecommunications	13,000	0	13,000	0%	Pymt. Due - April	0%	0%
43140 State Revenue Sharing	0	0	0	N/A		N/A	N/A
43310 Tiered Pilot	12,897	12,897	0	100%	Pymt. Due Oct.; Stated changed to Tiered Pilot	107%	100%
43320 SS Dist Tax Relief	1,300	1,557	(257)	120%	Pymt. Due - Dec.	76%	120%
43380 MRSA Motor Vehicle	0	0	0	N/A		100%	N/A
State Municipal Total	65,029	25,800	39,229	40%		122%	32%
Intergovernmental Revenue	7,794,494	3,051,627	4,742,867	39%		50%	22%
43615 Town Clerk Fees	220,000	183,492	36,508	83%	Statutory Collections	76%	74%
43620 Planning & Zoning	3,000	1,616	1,384	54%	Application Permit Fees	44%	47%
43630 Zoning Bd of Appeals	606	1,010	(404)	167%	Application Permit Fees	84%	133%
43640 Building Permits	150,000	210,959	(60,959)	141%	Building Permit Fees. \$4.5K for 280 SB; \$8.3K for 141% W. Granby Rd; \$22K Harness Way	203%	117%
43660 Inland Wetlands	4,000	2,836	1,164	71%	Permit/Appl. Fees	407%	24%
43670 Short Term Investments	200,000	494,920	(294,920)	247%		500%	217%
43680 Rents	18,800	12,400	6,400	66%	Drummer/GLT/Farmhouse/Acreage/School Rental	45%	57%
43700 Snow Plow & Grading	11,000	11,136	(136)	101%	Private Roads	0%	101%

**TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
JANUARY 2025**

DESCRIPTION	ADJUSTED		REVENUE	BAL DUE	%	RECE'D	REMARKS	Jan 24		Dec 24	
	BUDGET	RECEIVED						%	REC'D	%	REC'D
43710 Photocopying	90	97		(7)	108%				136%		90%
43715 Open Farm Day	2,500	1,250		1,250	50%				23%		50%
43740 Dispatch Services	16,580	16,580		0	100%		Police Bill For Dispatch Services		100%		100%
43745 Hay Rentals	38,438	18,925		19,514	49%		Northern Valley Farms		140%		49%
43760 Library	3,000	2,282		718	76%		Book Fines, Trust Investment		64%		71%
43770 Contract - Bldg. Inspection	14,000	10,500		3,500	75%		Bldg. Dept. Bills Qtrly For Services		50%		50%
43790 Driveway Permits	1,000	650		350	65%		New Const. Activity		277%		65%
43800 Police Photo/Lic/Permits	11,000	6,806		4,195	62%				44%		53%
43840 Returned Check Fee	100	45		55	45%				40%		45%
43990 Pay For Participation	42,000	19,084		22,916	45%		Received from BOE; have not received yet		62%		10%
46038 Miscellaneous	35,000	47,033		(12,033)	134%		Gov Deals Sales \$24,123; CIRMA \$12,507.57		92%		124%
46240 Communication Fees	42,722	25,243		17,479	59%				56%		44%
Local Departmental Revenues Total	813,836	1,066,862		(253,026)	131%				177%		112%
43934 Sewer Utility Fund Contribution	18,431	18,431		0	100%				0%		100%
43950 Transfer-in Fund Bal.	6,785,000	4,785,000		2,000,000	71%				100%		71%
43955 Additional Appropriations	0	0		0	0%				0%		0%
Transfers In Total	6,803,431	4,803,431		2,000,000	71%				96%		71%
Local Dept. Rev. & Transfer In Total	7,617,267	5,870,293		1,746,974	77%				146%		75%
General Fund Revenues	60,643,890	51,796,364		8,847,526	85%				89%		63%

**TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
JANUARY 2025**

ACCT. #	DESCRIPTION	ADJUSTED BUDGET	EXPENSED	ENCUMBERED	UNENCUMBERED ALLOTMENT	% EXP.	REMARKS	Jan 24 % REC'D	Dec 24 % REC'D
1001	General Administration	361,781	191,677	138,603	31,500	91%		46%	91%
1003	Legal Services	34,000	42,579	19,632	(28,211)	183%	is covered by contingency.	116%	183%
1005	Fringe Benefits	3,268,080	2,868,159	51,314	348,607	89%	\$31,711.18 was for UKS.	94%	87%
1007	Town Clerk Operations	169,217	91,437	67,782	9,998	94%		90%	94%
1009	Probate	5,390	5,614	0	(224)	104%	is covered by contingency	100%	104%
1011	Contingency & Reserve	242,900	23,014	10,666	209,220	14%		29%	14%
1013	Election Services	71,680	38,812	7,311	25,557	64%		51%	63%
1015	Boards, Reg. Prog. & Staff Dev.	66,180	41,825	7,619	16,736	75%		91%	74%
1017	Revenue Collections	143,676	78,321	56,522	8,833	94%		87%	92%
1019	Property Assessment	219,925	127,829	77,240	14,856	93%		93%	93%
1021	Finance Management	421,167	273,038	127,090	21,039	95%		97%	95%
1023	Insurance	353,544	237,536	77,887	38,121	89%	Realloc.Unemploy. pmt to HR	92%	89%
1031	Community Development	147,399	84,758	58,609	4,032	97%		94%	97%
1033	Human Resources	109,288	73,824	35,235	228	100%		89%	97%
							\$17,000 short in personnel budget, which is covered by contingency		
1035	Technology	181,902	130,520	55,256	(3,874)	102%		82%	100%
	General Government	5,796,129	4,308,944	790,767	696,417	88%		88%	86%
2001	Building Inspection	193,022	102,963	74,998	15,061	92%		86%	92%
2003	Fire Prevention	415,776	208,480	202,573	4,723	99%		99%	99%
2005	Emergency Management	12,150	9,600	0	2,550	79%		86%	79%
2007	Health Services	178,176	138,269	40,130	(223)	100%	CMED & EMED is short, which is covered by contingency	100%	100%
2009	Police Dept Administration	404,318	235,964	160,030	8,325	98%		99%	98%
2011	Police Oper. & Communications	2,035,266	1,172,793	751,533	110,940	95%		91%	93%
	Pers. & Prop. Protection	3,238,708	1,868,069	1,229,264	141,375	96%		93%	95%
3003	General & Equipment Maint.	3,592,100	1,823,629	1,320,106	448,366	88%		85%	84%
3011	Planning & Engineering	37,383	12,565	9,415	15,404	59%		60%	58%
	Public Works & Env.	3,629,483	1,836,193	1,329,521	463,769	87%		84%	84%

**TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
JANUARY 2025**

ACCT. #	DESCRIPTION	ADJUSTED BUDGET	EXPENSED	ENCUMBERED	UNENCUMBERED ALLOTMENT	% EXP.	REMARKS	Jan 24 % REC'D	Dec 24 % REC'D
4001	Library Services	629,569	369,451	198,965	61,153	90%		85%	88%
4003	Social-Senior-Youth-Services	377,561	173,820	120,661	83,079	78%		73%	77%
4005	Recreation Administration	103,961	0	0	103,961	0%	Will not fill due to re-	100%	0%
4009	Community Support	3,500	37	0	3,463	1%	organization	0%	1%
	Lib., Rec., & Soc. Services	1,114,591	543,309	319,626	251,656	77%		82%	76%
6001	Capital Improvement	7,000,000	5,000,000	0	2,000,000	71%		100%	71%
7001	Debt Service	1,746,458	955,016	0	791,442	55%	Payable in Jul/Aug & Jan/Feb	55%	21%
	Capital & Debt Service	8,746,458	5,955,016	0	2,791,442	68%		80%	61%
	Town Section	22,525,369	14,511,531	3,669,178	4,344,660	81%		86%	77%
8001	Board of Education	38,118,521	20,589,623	0	17,528,898	54%		55%	48%
	Board of Education	38,118,521	20,589,623	0	17,528,898	54%		55%	48%
	General Fund Expenses	60,643,890	35,101,154	3,669,178	21,873,558	64%		65%	59%

ARPA Report as of 2/11/26

Rec'd 6/22/2021	1,702,751.69	
Rec'd 8/11/2022	585,201.77	
Rec'd 10/4/2022	1,117,549.92	
Total ARPA Grant Received	3,405,503.38	Allocated Fund 3,606,556.30
Allocated Fund	3,606,556.30	Total spent 3,121,896.49
Earned Interests	(201,052.92)	Remaining Unspent 484,659.81

Row Labels	BOS Approval Date	Sum of Total BOS Approved	Sum of Total Spent	Sum of Remaining	Unencumbered Encumbered	Unencumbered Balance	Notes
52656.GRANT EXPENSES-P&R	Apr 19, 2021	36,114.19	36,114.19	0.00		0.00	✓ Completed
67000.AP Digitization (plus 2 years maintenance)	June 17, 2024	47,013.00	4,651.00	42,362.00	42,362.00	0.00	Contract signed. Implementation stage
67000.Ayaya	Feb 5, 2024	8,778.17	8,778.17	0.00		0.00	✓ Completed
67000.Budget Digitization (plus 2 years)	June 17, 2024	46,180.09	46,180.09	0.00		0.00	✓ Completed
67000.Folder/Inserter Machine	June 17, 2024	4,930.00	4,930.00	0.00		0.00	✓ Completed
67000.GIS System	Apr 3, 2023	10,890.00	10,890.00	0.00		0.00	✓ Completed
67000.Municipality Integrated Parcel Mgmt System	Jun 20, 2022	66,978.23	49,168.70	17,809.53	3,750.00	14,059.53	It is live internally for the Building Dept. The live date for the public is estimated to be in this spring.
67000.Plotter	Apr 3, 2023	9,855.50	9,855.50	0.00		0.00	✓ Completed
67000.RedNMX System (Fire Inspection Software)	Apr 3, 2023	5,950.00	5,950.00	0.00		0.00	✓ Completed
67000.SC Dept Header Page	June 17, 2024	3,819.73	3,819.73	0.00		0.00	✓ Completed
67000.SC Main Hall Audio Visual upgrade	June 17, 2024	87,343.20	87,343.20	0.00		0.00	All equipment has arrived. Wiring work complete. IT is in the process of installing and configuring equipment.
67000.TH Computer Equipment	June 17, 2024	215,125.14	215,125.14	0.00		0.00	Wiring and mounting work complete. Waiting on power cords for speakers. ETA on completion of project is 2/14.
67000.TH Meeting Room Sound System	June 17, 2024	18,984.02	18,984.02	0.00		0.00	✓ Completed
67000.VPN	Feb 5, 2024	1,102.00	1,102.00	0.00		0.00	✓ Completed
67000.WiFi Access Point and Network	9/6/22 & 12/4/23	217,893.18	217,893.18	0.00		0.00	✓ Completed
67000A.Axon Fleet Cruiser Cameras	9/6/22 & 5/1/23	59,997.90	59,997.90	0.00		0.00	✓ Completed
67000A.NexGen Public Safety Solutions CAD/RMS System	Jun 20, 2022	163,882.95	163,882.95	0.00		0.00	✓ Completed
67001.GMHS HVAC	Aug 15, 2022	848,957.00	848,957.00	0.00		0.00	✓ Completed
67002.Wells Road HVAC	Aug 15, 2022	286,208.24	286,208.24	0.00		0.00	✓ Completed
67003.Communications Upgrades: Website Update	Sept 6, 2022	44,300.00	44,300.00	0.00		0.00	✓ Completed
67004.FVHD	Sept 6, 2022	44,449.00	44,449.00	0.00		0.00	✓ Completed
67005.Town Hall Complex HVAC	Apr 17, 2023	49,860.00	49,860.00	0.00		0.00	✓ Completed
67006.Library Renovation Space Study	Nov 6, 2023	18,500.00	9,450.00	9,050.00	7,550.00	1,500.00	Awaiting renderings, expected by the end of February 2025.
67007.AEDs	Dec 4, 2023	12,160.18	12,160.18	0.00		0.00	✓ Completed
67008.Emergency Communication System	Dec 18, 2023	19,867.00	19,867.00	0.00		0.00	✓ Completed
67009.Drummer Roof Replacement	June 17, 2024	5,093.05	5,093.05	0.00		0.00	✓ Completed
67009.GPS for PW equipment plus monitoring	June 17, 2024	49,979.00	49,979.00	0.00		0.00	✓ Completed
67009.Mini Sweeper (MS4 compliance assistance)	June 17, 2024	184,492.37	184,492.37	0.00		0.00	✓ Completed
67009.PW Electronic Sign Boards (2)	June 17, 2024	30,970.32	30,970.32	0.00		0.00	✓ Completed
67009.Snow Plow Replacement	June 17, 2024	13,580.00	13,580.00	0.00		0.00	✓ Completed
67010.SBP Basketball Courts Renovation	June 17, 2024	110,752.84	90,752.84	20,000.00	20,000.00	0.00	Painting and line striping will be done until the spring when the temperature rises.
67011.SBP Walking Trail	June 17, 2024	188,670.05	23,525.84	165,144.21	165,144.21	0.00	✓ Completed
67012.Library Renovation	June 17, 2024	133,739.18	133,739.18	0.00		0.00	Contract signed. Main area carpets and staff office flooring has been installed. 50% of painting is complete. Estimated 3 weeks to completion.
67013.PD HQ Improvement	June 17, 2024	114,844.90	90,383.70	24,461.20	24,461.20	0.00	Need carpet install (schedule for Mar 3-5); Need High density evidence storage system installed (Mar/Apr installation)
67014.HF Improvement	June 17, 2024	89,040.09	89,040.09	0.00		0.00	✓ Completed
67015.Town Center Consultant	June 17, 2024	75,000.00	22,500.00	52,500.00	52,500.00	0.00	Contract signed. Estimated 10 months timeline for completion.
67016.P&R Study	Oct 21, 2024	25,000.00	0.00	25,000.00		25,000.00	Contract signed.
67017.Road Repaving	June 17, 2024	7,027.12	28,744.25	(21,717.13)		(21,717.13)	✓ Completed
67018.Tow Behind Trailer/Grass Flail	Oct 21, 2024	39,786.24	39,786.24	0.00		0.00	✓ Completed
67019.Wastewater Facilities Plan	Nov 4, 2024	33,400.00	8,350.00	25,050.00	25,050.00	0.00	Contract signed.
67020.Library Capital Campaign Consultant	Nov 4, 2024	40,000.00	15,000.00	25,000.00	25,000.00	0.00	Contract has been signed, internal audit interview requests have been sent out and will take place on January 29 & 30. Estimated completion is 6 months.
67021.TH Space Recovery Initiative	Nov 4, 2024	8,645.83	8,645.83	0.00		0.00	✓ Completed
67022.Animal Shelter	Sept 16, 2024	27,395.59	27,395.59	0.00		0.00	✓ Completed
67023.Contribution to BOE for ARPA IT Projects	Dec 31, 2024	100,000.00	0.00	100,000.00	50,000.00	50,000.00	Transfer 50% in FY25 and 50% in FY26
Grand Total		3,606,556.30	3,121,896.49	484,659.81	415,817.41	68,842.40	