AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
AUGUST 4, 2020 – 7:00 P.M.
LINCOLN CENTER HEARING ROOM

ONE MEETING AGENDA

1. MEETING CALLED TO ORDER.
2. AWARDS AND PRESENTATIONS.
3. OPENING OF MEETING TO ELECTORS OR TAXPAYERS WHO WISH TO BE HEARD ON ANY SUBJECT WITHIN THE JURISDICTION OF THE BOARD OF DIRECTORS. (Sign-up sheet available 15 minutes prior to the start of the meeting)
4. ADOPTION OF MINUTES OF PREVIOUS MEETING.
   A. Actions, July 7, 2020 – Regular Meeting
   B. Minutes, July 7, 2020 – Regular Meeting
   C. Minutes, July 14, 2020 – Special Meeting
5. COMMUNICATIONS.
6. REPORTS.
   A. Manager’s Report
      1. School opening update (Matt Geary)
      2. Library operations update (Doug McDonough)
   B. Other Reports
7. PRESENTATION OF BID WAIVER REQUESTS.
8. PUBLIC HEARINGS (formally advertised).
   * A. Appropriations to Special Projects as follows:
      1. Youth Service Bureau ................................................................. $20,000
         for summer camp scholarships to Manchester youth to be financed by
donations from the Mayors’ Program for Manchester Children and SBM
         Charitable Foundation which are gratefully acknowledged and accepted.
      2. Recreation Division – Charter Oak Park ........................................ $20,000
         to be funded by a reimbursement for the pavilion from the Manchester
         Rotary Club Foundation.
      3. Library Donation Trust Fund Account ......................................... $8,185
         to be financed by donations to purchase books, along with promoting and
         conducting public programs.
   * B. Appropriations to Education Special Projects as follows:
      1. Elementary and Secondary School Education Relief (ESSER) Funding ... $1,540,381
         to be funded under the Federal CARES Act to support next steps
         to continue to provide accessible, equitable and meaningful education.
      C. Approval of a development agreement and tax assessment agreement with Manchester
         Parkade I for the development of the Broad Street Parkade properties known as 296,
         324, 330, 344, 340 Broad Street, 418 Middle Turnpike West and a portion of Green
         Manor Boulevard and authorization for the General Manager to execute any and all
         documents necessary, including an energy production related Payment in lieu of Taxes
         (PILOT) agreement, to effectuate said approvals.
9. CONSENT CALENDAR.
10. ACTION ON ITEMS OF PUBLIC HEARING.
11. UNFINISHED BUSINESS.
12. NEW BUSINESS.
   * A. Appropriation to Special Projects (under $500) as follows:
      1. Hockanum River Linear Park Fund................................................................. $80
         for trail maintenance to be funded by the sale of t-shirts and sweatshirts.
      2. Memorial Tree Program................................................................................. $360
         to be financed by donations honoring Joan Kelsey, Jeffrey E. Huffmire, Karen
         Obue Buske, Coral G. Mobus, John Talley, Nancy Pierce, Amy Beth Carron, Mary
         Russo, and Leonardo Parla which are gratefully acknowledged and accepted.
   * B. Acceptance of the resignation of Rudy Kissmann (D) from the Redevelopment
      Agency with a term expiring November 2020.
   C. 1. Approval of an amendment to the March 3, 2020 resolution establishing the
         Sustainability Commission.
      2. Appointments to Sustainability Commission.
   D. Resolution of the Board of Directors in Support of Our Emergency Responders.

13. COMMENT AND DISCUSSION BY BOARD MEMBERS ON ITEMS FOR
    FUTURE AGENDA OR OF GENERAL CONCERN.

14. ADJOURNMENT.

CONSENT CALENDAR: Items marked by an * which are not subsequently removed from the consent calendar by a Director
are approved under item #9 of this Agenda.
PRESENT:  Mayor Moran, Director Dougan and General Manager Shanley.

REMOTE:  Deputy Mayor Jones, Secretary Castillo, Directors Bergin, Conyers, Floyd-Cranford, Marois and Schain, and Town Attorney Barry.

1. MEETING CALLED TO ORDER.

The meeting was called to order at 7:00 p.m. All in attendance participated in The Pledge of Allegiance to The Flag, led by Mayor Moran.

4. ADOPTION OF MINUTES OF PREVIOUS MEETING.

#119-20  A. Actions, June 2, 2020 – Regular Meeting

#120-20  B. Minutes, June 2, 2020 – Regular Meeting

Castillo/Bergin  9 Voted in Favor

#121-20 APPROVED - Motion to Suspend the Rules to add an agenda item and to move an agenda item up.

Jones/Castillo  9 Voted in Favor

#122-20 APPROVED - Motion to add agenda item 12 H. Authorize the upgrade of two authorized & funded Account Associate positions in Accounting to Senior Account Associate, effective July 1, 2020.

Jones/Dougan  9 Voted in Favor

#123-20 APPROVED - Motion to move item 12 C. to the agenda at this time.

Jones/Bergin  9 Voted in Favor

#124-20 APPROVED - 12C. Resolution regarding racism as a public health crisis.

Floyd-Cranford/Jones  9 Voted in Favor

#125-20 APPROVED - Motion to suspend the rules to continue the meeting past 11:00 p.m.

Jones/Bergin  9 Voted in Favor
9. **CONSENT CALENDAR.** (Added items 8C, D and E, and 12 B, E, F and G)

#126-20 8A. Appropriations to Special Projects as follows:

1. School Readiness Local Early Childhood Council Grant $18,100 (3/1/20 to 6/30/20) to be financed by a grant from the Connecticut Council for Philanthropy to further develop the collaborative and create solid strategic goals to strengthen our local birth to 5 efforts.
2. Senior, Adult and Family Services – Rental Assistance Program $10,000 to be financed by a grant from Manchester Interfaith Social Action Committee.

#127-20 8B. Appropriations to Education Special Projects as follows:

1. Immigrant & Youth Education Program Grant (FY 19/21) $6,962 to be funded by the Connecticut State Department of Education to enhance instructional opportunities for immigrant children and youth.
2. Hartford Foundation for Public Giving COVID-19 Response Grant $75,000 to provide assistance with operating support for distance learning needs during COVID-19 response serving Manchester families (FY19/21).

#128-20 8C. 1. Adoption of the Community Development Block Grant Annual Action Plan for Year 30 (October 1, 2020 - September 30, 2021).
2. Appropriation to Community Development Block Grant Program Year 30 (October 1, 2020 - September 30, 2021) $695,155
3. Adoption of the 2020-2024 Consolidated Plan.

#129-20 8D. Resolution to appropriate $2,900,000 to capital accounts for the 2020-2021 fiscal year budget for the purpose of paying the costs of water distribution system and sewer system improvements and authorize the issuance of temporary notes in an amount not to exceed $2,900,000, or so much as may be necessary after deducting grants to be received for the projects.

#130-20 8E. Appropriation from reserve for purchase of Police body cameras $165,000

#131-20 12A. Acceptance of the resignation of Joyce Hodgson (D) from the Advisory Board of Health with a term expiring November 2020.

#132-20 12B. Education Special Projects Appropriations Grant Period Extensions to allow funds to be spent through September 30, 2021, as follows:

1. Immigrant & Youth Education Program Grant FY 18/20.
2. Title I, Part A, Improving Basic Programs Grant FY 18/21.
3. Title II, Part A, Supporting Effective Instruction Grant FY 18/21.
4. Title III, Part A, English Language Acquisition Grant FY 18/21.
5. Title IV, Part A, Student Support and Academic Enrichment Grant FY 18/21.

#133-20 12E. Reappointment of Dana Hebert to the Cox Cable Advisory Council with term expiring July 2020 (2 year term).

#134-20 12F. Reappointment of Eric Prause to the Cox Cable Advisory Council with term expiring July 2020 (2 year term).

#135-20 12G. Reappointment of Donald Modean to the Cox Cable Advisory Council with term expiring July 2020 (2 year term).
12. **NEW BUSINESS.**

#136-20 **APPOINTED** - Keren Prescott (D), 75 Farm Drive, to the Advisory Board of Health with a term expiring November 2020 to fill the vacancy left by Joyce Hodgson (D).

Floyd-Cranford/Bergin 9 Voted in Favor

#137-20 **APPROVED** - H. Authorize the upgrade of two authorized & funded Account Associate positions in Accounting to Senior Account Associate, effective July 1, 2020.

Jones /Bergin 9 Voted in Favor

14. **ADJOURNMENT.**

#138-20 The meeting was adjourned until the August 4, 2020 Regular Meeting of the Board of Directors at 7:00 p.m. in the Lincoln Center Hearing Room.

Adjournment: 12:10 p.m.

Bergin/Schain 9 Voted in Favor

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APPROVED: ATTEST:

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Secretary, Manchester Board of Directors
MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
JULY 7, 2020 - 7:00 P.M.
LINCOLN CENTER HEARING ROOM

ONE MEETING AGENDA

PRESENT: Mayor Moran, Director Dougan and General Manager Shanley.

REMOTE: Deputy Mayor Jones, Secretary Castillo, Directors Bergin, Conyers, Floyd-Cranford, Marois and Schain, and Town Attorney Barry.

EXECUTIVE SESSION - The Board went into Executive Session at 6:15 p.m. to discuss Personnel and Real Estate. Present were Mayor Moran, Director Dougan and General Manager Shanley. Present remotely were Deputy Mayor Jones, Secretary Castillo, Directors Bergin, Conyers, Floyd-Cranford, Marois and Schain, and Deputy General Manager Stephanou.

Present during the Real Estate discussion were Director of Planning and Economic Development Gary Anderson, Mike Goman from Goman & York and RDA members Terry Bogli, Steve Carter, Michael Farina, Stephanie Knybel, Jerald Lentini, Patricia McMann, Matthew Peak, Louis Spadaccini, Gary Sweet and Aaron Wlochowski. The Executive Session adjourned at 6:50 p.m. No votes were taken.

1. MEETING CALLED TO ORDER.

The meeting was called to order at 7:00 p.m. All in attendance participated in The Pledge of Allegiance to The Flag, led by Mayor Moran.

2. AWARDS AND PRESENTATIONS. (None)

3. OPENING OF MEETING TO ELECTORS OR TAXPAYERS WHO WISH TO BE HEARD ON ANY SUBJECT WITHIN THE JURISDICTION OF THE BOARD OF DIRECTORS. (Sign-up sheet available 15 minutes prior to the start of the meeting)

Mayor Moran explained that due to the number of residents signed up to speak, each speaker will be allowed 3 minutes.

Don Patterson, 310 Timrod Road, would like Manchester to have a civilian police review board which will help resolve citizen complaints against the local police. This review board would be composed of 6-10 people representing a cross-section of town residents chosen by gender, race and age. They will be a minimum of 18 years of age and will serve a 4-year term. Each member will be required to attend at least 8 meetings a year, or can be replaced. The Board of Directors will determine who sits on this review board. There would be one police officer as a member of the review board but they will not have voting powers.

Edward Cassidy, 30 Division Street, stated that since the 9/11 attack, when he sees something, he says something. He stated that every time he says something to the proper authorities since then that it has fallen on deaf ears. He thanked Town staff for trying their best with the resources they are given. The Federal government is broken and their decisions benefit them but not all of us. We are supposed to be one nation under God with true liberty, true justice and true independence for all of us, not just some of us. At the Federal level, our integrity is bought and sold like cattle. We really don’t know who we are voting into office as deals are made without our knowledge. We were all promised to be a self-governed people by the vote but that promise was broken. We need to be a better example for every nation.
Jeri Beckford, 149 Maple Street, is in strong support of the proposals made by the African American and Black Affairs Commission (AABAC), Power Up Connecticut and Uniting for a Safe and Inclusive Community (USIC) for a Resolution to declare racism as a public health crisis. She is also in support of declaring Juneteenth as a Town holiday and for the Town to establish a civilian police review board with subpoena powers in Manchester, which will all aid in the enhancement of racial equity and cultural education in Town. You can love and have pride in the country, state and city you call home yet still have a desire to make your home better, richer and more desirable to anyone who lives or visits here. Recently, a friend of hers who is an unapologetic Trump supporter informed her that he and others were verbally assaulted on various occasions for wearing hats or shirts in support of the President. She listened to his account of how he now has to keep his guard up constantly in the event that he has to diffuse an encounter with a member of the public that might look at him in disgust, spew words of hatred at him or attempt to harm him physically for wearing his Trump gear. He stated he does not wear his Trump gear every day because his nerves would be shot having to worry every day about a possible negative reaction to what he is wearing. He has a choice to wear something that can attract negative attention, but African Americans and people of color cannot simply shed their skin color to avoid the trauma that comes mentally and physically with their skin color. That is why she is in support of the resolution declaring racism a public health crisis.

Kendra Maas, 35 Phelps Road, asked what percentage of police calls are related to mental health or wellness checks. She was unable to find this information online. She feels those types of calls would be better handled by social workers or by Human Services. The Town spends $20M for the Manchester Police Department but only $2.8M on Human Services. Our Town is better serviced by shifting money from the police for non-police matters including mental health, wellness checks and homelessness. She would like to know where she can find this data. If this information is not being collected, it should be so informed decisions can be made about how to allocate the police budget.

Catherine Grant-Alston, 116 Cougar Drive, is in support of the Resolution declaring racism as a public health crisis.

Asia Alston, 116 Cougar Drive, just completed fourth grade at Keeney Elementary School. Since moving to Manchester it has been a difficult experience for her. She has been bullied in school because of the color her skin. She was called names and told she shouldn’t be alive. It was mean and it hurt a lot. She did not feel like she was protected by the school Principal. Racism is bad and it should be stopped.

Diane Clare-Kearney, 16 Briarwood Drive, is deeply hurt and disappointed, but sadly not surprised, at the way a segment of this community chose to treat Mayor Moran. She feels this was directly related to him choosing to post and publically share that Black Lives Matter. No lives matter until Black lives matter. Some of our white neighbors, politicians and police officers did not like the way Mayor Moran stood with Black people in our plight to demand and expect to be treated equally. Mayor Moran never said that white lives don’t matter; he never said that police officers’ lives don’t matter. He just said Black lives matter, too! As a result, a group of people decided to create an alternative and false narrative to channel resentment toward Mayor Moran. On May 19th, community businessman MD Rahman sponsored a drive-by giveaway of hand sanitizers and masks for the community. There were at least two dozen people helping with this event, including Mayor Moran. There were police officers at the event. At one point, Mayor Moran was looking for shade against Bennet Academy to check his phone. Someone, believed to be a police officer, thought the pose looked funny so he took a picture. Sadly, an article in Law Enforcement Today aired a headline and included a photo implying that Mayor Moran couldn’t make it to the restroom. A group of citizens tried to ruin a man’s reputation. Why? Because he was supporting Black people. The good news is that Chief Darby interviewed officers who were at the event and observed him standing next to the building and witnessed nothing other than Mayor Moran seeking out shade to check his phone. Again, because the Mayor and Board of Directors addressed the murder of George Floyd
in Minneapolis and Jose Soto in Manchester, because they recognized that for many there is terror associated with police interaction, the police got their feelings hurt.

**Taylor Clare-Kearney**, 16 Briarwood Drive, stated the reality is that Law Enforcement Today is trying very hard to drive a wedge between local officers and public officials to speak out on anything that might be reformative or progressive. Mayor Moran has a great relationship with the Manchester Police Department. What this group of people did was intentional. Mayor Moran is a peacemaker and often stands in the middle, trying to be the compromiser that hears and respects both sides. Don’t try to ruin him because this time he moved on the side of equality. Mayor Moran, I have been where were you were a few weeks ago. I know it was lonely for a minute and I know that it hurt you and your family to the core, and that’s because you care and love this community. Please know that I, along with thousands of others in this community, know that was not you, nor would it ever be. We stand by you today and always. Racism is a tool that the power and elite use to divide us. I strongly support the demands made by AABAC, Power Up CT and USIC for a Resolution to declare racism as a public health crisis, declare June 19th (Juneteenth) a Town holiday and establish a civilian review board with subpoena power in Manchester.

**Julie Madsen**, 147 John Olds Drive, is a licensed clinical social worker who specializes in trauma. She has practiced in several different countries and most of the clients she has served are people of color who have been traumatized. She is very much in favor of declaring racism a public health crisis. Racism is one of the worst forms of trauma that exist but is not recognized in the way that other people experience PTSD. We can acknowledge that veterans have PTSD and can sympathize with their experience and accommodate them and understand that they don’t have the same capacity to work or function, but the same courtesy is not extended for racism. Racism is dismissed and weaponized against the Black community in particular to continue to further white supremacy ideals. Racism is abuse and in the cycle of abuse there are three phrases. The first is the honeymoon phase where tensions are smoothed, where agencies say we are standing with you in solidarity. Next is the tension building phase, where a Black person walks down the street looking “suspicious” or a child is riding their bike too close to a white person’s house. Last is the abuse phase which looks like an unarmed Black man being killed or a Black child being chased on their bicycle and having their tires slashed or a Black woman fired from her job for wearing her natural hair to work and told she looks unprofessional. Then the cycle starts all over again. The fake apologies come, the gas lighting starts and the cycle continues. Today, you have an opportunity to be a perpetuator of that cycle. You can choose to continue to be the abuser or you can choose to be brave and say that enough is enough and that we are not going to continue this cycle.

**David Gabriel Luchetti**, 17 Armory Street, is in support of declaring racism a public health crisis in Manchester. Statistics show that being Black or Brown is bad for your health. Black women are four times more likely to die in pregnancy or delivery compared to white women. Black men are twice as likely to be pulled over by police as white men. 80% of white people have healthcare coverage while a much lower percentage of non-white people have healthcare coverage. We have seen in our own Town that being of color is bad for your health. Jose Soto lost his life because of racism. Not only does the Town need to declare racism as a public health crisis, things need to change. We can’t keep doing things the same way. Funding needs to change. He also supports a civilian review board.

**Randy Conway**, 239 E. Middle Turnpike, a member of AABAC, requests that the Board of Directors form a citizen review board. There is a need for independent municipalities to compose a citizen representative charge for the investigation by members of the public concerning misconduct by police officers. Historically, Blacks are often the target of unfair treatment and discriminatory actions by the police. Beginning in 2019, several meetings have been held between the AABAC and the Manchester Police Department to discuss hiring and retention of Black officers, police engagement with the Black community, transparent complaints process that includes tracking, establishment of a citizens review collaborate and review of data to help us understand the outcomes and results of the complaints
investigations. The most recent example of why it is so important to establish a citizen review board is because of the fatal shooting of Jose Soto, who was gunned down by four police officers, two of whom are Manchester Police officers operating under CREST. This fatal police encounter leaves many questions about the night and investigation at both the local and State level. Oversight is required outside the police department by representatives of those who are frequent subjects of police aggression. A civilian review board must include people of racial, ethnic and gender diverse backgrounds, and must be provided the financial resources to function. The review board must be allowed to conduct independent investigations in real time of police activity including the allegations of intimidation, discrimination, abuse of power, use of force and actions that lead to injury or death of individuals. There must be increased citizen comfort in reporting concerns about police mistreatment and trust in an unbiased investigative process. The board would be allowed access to all documents, photos or videos related to incidents and access to all police disciplinary reports, and permission to publish these reports.

**Rashaaud Conway**, 239 E. Middle Turnpike, as a member of AABAC, requests that the Town of Manchester designate June 19th at Juneteenth. Juneteenth is the oldest known celebration commemorating the end of slavery in the United States. In 1865, the Union soldiers landed in Galveston, Texas with news that the war had ended and that slaves were now free. This was two years after President Lincoln’s Emancipation Proclamation which had little impact due to the limited number of union troops to enforce the Executive Order to end slavery. Slave owners refused to acknowledge the end of the Civil War and continued to enslave more than 250K black people. On June 19, 1865, 250K enslaved Black people finally received news that they were freed. On January 1, 1980, Juneteenth became an official state holiday in Texas largely due to the efforts of Al Edwards, an African American State Legislator, who actively sought to spread the observance of Juneteenth across America. It is time for Manchester, the State of Connecticut and our nation to recognize Juneteenth.

**Rafiq Conway**, 239 E. Middle Turnpike, a member of AABAC, recommends the Town of Manchester recognize Juneteenth as a Town holiday. All men are created equal with the right to pursue life, liberty and happiness. On behalf of AABAC, Power Up CT and USIC we would like Manchester to declare racism a public health crisis, observe Juneteenth as a holiday and establish a civilian review board with subpoena powers.

**Jessee Muniz Poland**, 185 Pine Street, explained the Manchester Latino Affairs Council (MLAC) has been working with Chief Darby to strengthen the partnership between the Manchester Police Department (MPD) and the Latino community following the April 2nd fatal shooting of Jose Soto. MLAC has identified two agenda items: 1) Increase the hiring of Black and Latino individuals and 2) ensure that the police officers conducting community policing look like the community they represent. She believes health inequity is due to racism and is in support of the Resolution to declare racism a public health crisis.

**Ryan Parker**, 65 North School Street, stated Black lives matter in Manchester and beyond. He is a Manchester educator, youth empowerment activist and poet laureate. He strongly supports the demands of the AABAC, Power Up CT and USIC for a Resolution to declare racism a public health crisis, declare Juneteenth an official Town holiday and establish a civilian review board with subpoena power in Manchester. He stands behind these demands because all Black lives matter and we must stand together against any violation of our human rights. He supports Manchester youth who request that we remove school resource officers (SRO) from Manchester public schools. It is absolutely essential for us as a community to shift from operating off an economy of fear to instead operate off an economy of care. Two days ago when he taking part in a rally, he witnessed people saying hateful racist comments. Racism exists in Manchester and beyond. What a gift it is that Black and brown people displayed an eloquent and peaceful approach to affecting change in the midst of turmoil. This is a testament of our magic. It is highly evident that declaring racism a public health crisis, declaring June 19th as an official Town holiday and establishing a civilian review board with subpoena power in Manchester is necessary.
Angela Bellas, 126 Lakewood Circle North, is a member of USIC and strongly supports a public Resolution to declare racism a public health crisis, declare Juneteenth an official Town holiday and establish a civilian review board with subpoena power. Additionally, we support demands from Manchester Youth Move Forward to defund police and remove SROs from Manchester public schools. She named several Black, Latino and indigenous men, women and children killed by police over the past five years in the United States, but noted not a single officer been charged with any crime for these deaths. Black and Brown folks are killed at disproportionately higher rates than their white counterparts, especially when unarmed. Law enforcement officers also perpetrate sexual violence against women of color, particularly in low income communities and throughout the prison system. The structural violence of poverty, low wage jobs, unemployment, lack of safe and affordable housing, mass incarceration, rampant health disparities and inequity in education all disproportionately impact Black and Brown communities. We need transformative justice to end the violence of white supremacy, racial capitalism and patriarchy. We need transparency and police accountability immediately, in Manchester and across Connecticut.

Teresa Quintana, 39 Union Street, continued with statistics of the police killings in Connecticut. Body camera footage has been viewed of many of these killings but officers have not been charged. Many lives have been taken from us at the hands of State police. She spoke of the many families affected by these senseless killings. No one can prepare you for the pain of losing a family member to this violence. She prays for justice for all those killed, including Jose Soto, killed by CREST officers outside his mother’s home in Manchester, after the Department of Corrections was sent to serve a violation of parole in the middle of a global pandemic. No weapon was found on or near Jose Soto and his mother had informed police that he suffers from PTSD prior to the shooting. The killing remains under investigation. Two Manchester police officers were involved in this killing. We need police accountability and we demand justice for Jose.

Micaela Arenas, 39 Union Street, stated Black and Brown people can do everything right and still end up dead with no hope of justice, and be blamed for causing their own death at the hands of the police. Our children often experience racism at an early age, causing emotional, psychologic and physical damage. Having to speak with a young child about how you may be treated differently or unfairly simply because of the color of your skin is painful, heartbreaking and unjust. Black families have had to speak with their children on how to navigate the police so that hopefully they will make it home alive. People of color are nervous and often terrified when they are pulled over by a police officer, even when they know that they have done nothing wrong or unlawful. While white people are shocked by the cold and callous murder of George Floyd, for many of us it was just another day in America. If you are given the power to take away someone’s life, then there needs to be accountability when a life is taken. We need to build anti-racist communities where everyone feels safe and where Black and Brown parents do not have to live in fear that their child will be the next victim. To this end, we need police accountability and independent oversight that law enforcement officers and State attorneys have not been able to provide. We must have much stronger mechanisms for police accountability and demand a civilian review board with subpoena powers in Manchester.

Leandro Arenas, 39 Union Street, strongly supports a civilian review board with full investigative powers including the power to subpoena or compel testimony. This review board should be mandated to have complete access to internal affairs and relevant files, and it must reflect the community in which it serves. The civilian review board should have a meaningful say in the discipline of officers. The civilian review board must be fully funded and staffed. It would have the power to hire and fire Police Chiefs. It would also be allowed to accept anonymous complaints from third parties. Almost twenty years ago the National Institute of Justice reported that civilian oversight improves the relationship with the community and has strengthened the quality of the police department and reassured the public that the process is thorough and fair. Civilian review boards help discourage misconduct and help the public understand the nature of police work. For these reasons and many more, we demand a civilian review board with subpoena powers.
Rhonda Philbert, 785 Tolland Turnpike, representing AABAC, is supportive of the Resolution to declare racism a public health crisis. Systemic racism negatively impacts the health outcomes for Black people because societal structures in this country are built to uphold white supremacy. Experiences with systemic racism in America causes health inequity. People of color experience and die from stress related crime disease at a disproportionately higher rate than our white counterparts. According to a public health model, racism is an antigen, a toxin to the body that causes disease. Research indicates that stress causes the production of the hormone cortisol that increases a person’s risk for diabetes, hypertension, lowered immunity to infection and triggers asthma. These diseases occur in populations of color more than white populations. Public health research indicates the stress of racism causes infant mortality to be 25 more times more than white infant mortality. We are all part of the human race but society has created a framework based on race that puts Black people at risk for disproportionate occurrences of diseases connected to stress and trauma. It took a public health emergency like COVID-19 to expose the gravity of systemic racism in this country. Black people are twice as likely to die from COVID-19 than whites are. The labor market is structured by racism and discrimination, and as a result Black people are at frontline low-paying jobs and are disproportionately exposed to coronavirus. We are petitioning our Town leadership to recognize racism as a public health crisis because it is the first step to dismantling systemic racism. The Town also needs to declare Juneteenth an official Town holiday and establish a civilian review board with subpoena powers in Manchester. The Town needs to put commitment, time and energy into these matters.

Linda Harris, 60 Brookfield Street, stated that in the age of COVID-19 we are experiencing many different ways of operating. We are being told to wear masks when we go outside of our homes, maintain at least 6 feet between us and to wash our hands more than we’re used to. Many complain that their rights are being infringed upon. For the first time, many whites are experiencing parameters of how they can live their lives, something that Blacks have experienced for generations for fear of harm coming to them even when they follow the rules. Racism in America is real but it is considered a Black problem. Racism was not discussed, but the pandemic has brought it to the forefront. As a country, starting right here in Manchester, we must address this problem head on. Racism is a public health crisis and needs to be declared as such. We must understand our collective history and can do so by declaring Juneteenth as a day that we recognize and celebrate. Manchester needs to decide on the value placed on the quality of each life and action is required now. She is in strong support of the demands made to declare racism a public health crisis, declare Juneteenth an official Town holiday and establish a civilian review board with subpoena power in Manchester.

Keren Prescott, 75 Farm Drive, on behalf of Power Up, stated racism is a system of structuring opportunity and assigning value based on the social interpretation of how one looks, which is what we call race. Black people are disproportionately affected by COVID-19, killing us at twice the rate of our white counterparts. Due to generational trauma, Black and Brown Americans are 2.5 times more likely than whites to be killed by police. Black students are expelled at a rate three times higher than white students. On average, 5% of white students are suspended compared to 16% of Black students. She is asking the Town of Manchester to declare racism a public health crisis today. We cannot wait another day. Black people are suffering financially, emotionally, physically and educationally. We are dying. If you don’t do this today, the blood is on your hands. This is the right step in the right direction. What we do from here on will determine not only just Manchester’s history, not just Connecticut’s history but American’s history. We are demanding, not asking, that you declare Juneteenth a holiday. Our lives matter.

Colin McNamara, 47 Grandview Street, spoke about 5G. 5G is the biggest advancement in Telecomm structure in history. The industry itself and the FCC have admitted that there has been no safety testing. They simply want to roll it out because that is what’s good for big business. 5G will affect every single person’s health. Big technology industries have been censoring all information regarding 5G on social media. The roll out should not be allowed in Manchester without independently funded studies that...
conclude it is safe. He stands behind all those who spoke out about declaring racism a public health crisis. 5G will affect every person regardless of race, color, creed or age. Microwave radiation coming from every other telephone pole will affect everyone’s health. There isn’t a single medical doctor on the FDC board of directors that approves the 5G roll out. He asked that Manchester pause the residential roll out of 5G until there are studies that prove it is safe.

Dorothy Thompson, 71 Garden Street, spoke in support of a Resolution to declare racism a public health crisis, declare Juneteenth an official Town holiday and establish a civilian review board with subpoena power to hold police accountable in Manchester. She spoke about her personal experiences and observations of what she has seen in Town. She would like to be able to call police if she needs them without worrying about putting her Black or Brown neighbors in harm’s way. She called the police for a broken windshield a couple years ago and was told this isn’t a problem as much on the west side as on the east side. That is not community policing. She doesn’t know if it is more dangerous to call police or not. She wonders how many Black people feel that same way. We need a police review board because as a person with mental illness she wonders if she is one day away from becoming someone whose life doesn’t matter. We can’t call this a free country until we can hold police accountable for their wrong doing.

Sheri Whiting, 51 Sycamore Lane, is in support of all those who have spoken before her. She is very concerned about the instillation of 5G towers in Town. Before COVID-19 hit, she heard that there were 5G towers being installed on various poles around Town. She called the Town to find out where they were being installed near her, and was told 310 Charter Oak Street and 328 Highland Street. That was the only information she could get. She was told they would get back to her with more information but then COVID-19 hit and she never heard back. She asked what the Town is doing about notifying citizens about where 5G towers are being installed, what our rights are and how 5G towers will affect our health and safety. We don’t know the effects of being exposed to this high radiation they emit. She asked how to get more information about 5G from the Town.

Genaro Gonzalez, 2-3 Pearl Street, thanked Joel Cox for helping to relocate him and his family. He also spoke about 5G and its health and safety risks for residents, which he has been speaking about for months. There are people suffering from the effects of 5G radiation and the Town needs to do something about this.

Tracy Patterson, 30 Livingston Way, said that as a resident, wife, mother and Black woman, it is increasingly difficult to go about life every day without acknowledging the hefty weight of the ill effects of systematic racism that is pervasive in today’s society. She is imploring the Board of Directors to do the right thing; blaze the trail in Connecticut by declaring racism a public health crisis. By doing so, you set the pace to begin the dismantling of systematic racism, oppression, segregation and overall unfair treatment of Black and Brown people. By not supporting this effort, you make the choice to turn your backs on and ignore the racism that plagues this Town as well as other towns in this country. We demand equity and education, healthcare, employment and acknowledge that there are fundamental flaws in policing and we must do what we can to stop it. She is in support of asking the Town to implement a civilian review board with subpoena power that is representative of this Town’s residents. Please stand in solidarity with your Black residents and declare Juneteenth an official Town holiday, because Black lives matter.

Secretary Castillo read the following from a resident who was unable to call in tonight:

Maria Cruz, 71 Hamilton Drive, Chair of the Manchester Latino Affairs Council (MLAC) stated that MLAC has met on two occasions with Police Chief Darby to work on strengthening the partnership between the Manchester Police Department and the Latino Community following the April 2, 2020 fatal shooting of 27 year old, Jose Soto. MLAC has identified two agenda items, increase the hiring of Black and Latino individuals and ensure that our police officers conducting Community Policing look like the community they are assigned to represent, which it currently does not. MLAC is seeking the support from
the Board of Directors and Town Manager to change the academic requirements for an entry level police officer from a degree and/or military service to having a high school diploma or GED. There are approximately 35 municipal police departments in Connecticut that require a High School Diploma or GED for an entry level police officer position. MLAC’s goal is to increase the number of Black and Latino police officers in Manchester and ensure that our police officers conducting community policing look like the community they are policing. We look forward to having your support for further conversation and discussion regarding our ability to achieve these goals.

4. ADOPTION OF MINUTES OF PREVIOUS MEETING.

A. Actions, June 2, 2020 – Regular Meeting

B. Minutes, June 2, 2020 – Regular Meeting

Castillo/Bergin 9 Voted in Favor

5. COMMUNICATIONS.

Mayor Moran explained the Board of Directors has received several communications over the last month. Topics included declaring racism as a public health crisis, defunding the police department, continue to fund the police department and complaints about the increase in fireworks.

He reminded residents that we are still in the midst of a pandemic. As of today, Manchester has had 764 cases of COVID-19 and sadly 104 fatalities. There have been 5,462 people tested for the coronavirus. In Hartford country as of today there are 30 people hospitalized for COVID-19. Now that summer is here and we gather more, please remember to follow social distancing guidelines.

APPROVED - Motion to Suspend the Rules to add an agenda item and to move an agenda item up.

Jones/Castillo 9 Voted in Favor

APPROVED - Motion to add agenda item 12 H. Authorize the upgrade of two authorized & funded Account Associate positions in Accounting to Senior Account Associate, effective July 1, 2020.

Jones/Dougan 9 Voted in Favor

APPROVED - Motion to move item 12 C. to the agenda at this time.

Jones/Bergin 9 Voted in Favor

12C. Resolution regarding racism as a public health crisis.

Director Floyd-Cranford read the following:

RESOLUTION OF THE BOARD OF DIRECTORS OF MANCHESTER

WHEREAS, racism is a social construct that manifests as individual racism that is interpersonal and/or internalized, and/or systemic racism that is institutional or structural; and affords opportunity and assigns a person's value based on the social interpretation of how one looks;
WHEREAS race has no biological basis;

WHEREAS racism unfairly disadvantages specific individuals and communities, while unfairly giving advantages to other individuals and communities, and saps the strength of the whole society through the waste of human resources;

WHEREAS racism is a root cause of poverty and constricts economic mobility;

WHEREAS racism causes persistent discrimination and disparate outcomes in housing, education, employment, and criminal justice, and is itself a social determinant to health;

WHEREAS racism and segregation have exacerbated a health divide resulting in people of color in our town and across Connecticut bearing a disproportionate burden of illness and mortality most recently with respect to COVID-19 infection and persistently death, heart disease, diabetes, and infant mortality;

WHEREAS African-American, Black, Native American, Indigenous, Asian and Latinx residents are more likely to experience poor health outcomes as a consequence of inequities in economic stability, education, physical environment, food, and access to health care and these inequities are, themselves, a result of racism;

WHEREAS numerous studies have linked racism to worse health outcomes; and

WHEREAS the collective prosperity and wellbeing of Manchester depends upon equitable access to opportunity for every resident regardless of the color of their skin:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Town of Manchester asserts that racism is a public health crisis affecting our town and all of Connecticut;

BE IT FURTHER RESOLVED, that the Board of Directors of the Town of Manchester will establish itself as an equity and justice-oriented organization, by continuing to identify specific activities to enhance diversity and to ensure antiracism principles across our leadership, staffing and contracting; and

BE IT FURTHER RESOLVED, that the Board of Directors of the Town of Manchester will promote equity through all approved policies and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;

BE IT FURTHER RESOLVED, that the Board of Directors of the Town of Manchester will improve the quality of the data Manchester collects and analyzes by using qualitative and quantitative data to assess inequities in impact and to enable continuous improvement; and

BE IT FURTHER RESOLVED, the Board of Directors of the Town of Manchester will continue to advocate locally for relevant policies that improve health outcomes in communities of color, and support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism; and

BE IT FURTHER RESOLVED, the Board of Directors of the Town of Manchester will seek to form alliances and partnerships with organizations that are confronting racism and encourage other local, state, regional, and national entities to recognize racism as a public health crisis;
BE IT FURTHER RESOLVED, the Board of Directors of the Town of Manchester will support community efforts to amplify issues of racism and engage actively and authentically with communities of color; and

BE IT FURTHER RESOLVED, the Board of Directors of the Town of Manchester will identify clear goals and objectives, and require periodic reports from town departments, boards, and commissions to assess progress and capitalize on opportunities to further advance racial equity.

Director Floyd-Cranford thanked everyone who is here in support of this Resolution. This may be very uncomfortable dialog for some of you but I must speak the truth regarding the need for this Resolution and the truth cannot be told without going into the history of America.

Declaring racism a public health crisis in Manchester is not a symbolic gesture or a “Check the Box Moment” because it might look trendy or might look good during this time of racial unrest. This is an action plan that falls into alignment with the work that Manchester has already began, including supporting and fully funding the Equity and Inclusion Collaborative. This Resolution for me personally ties into the current movement against the history of all racist practices. Black Lives Matter on every level. Systemic racism adversely impacts the health care industry and overall well-being of Black people, all people of color and marginalized communities.

History has shown that racism in health care was first widely exposed in 1932 during the Tuskegee Study, also known as the Tuskegee Experiment. At that time, the Nation’s Public Health Service experimented on 600 Black men, centered on the finding a cure for syphilis and went on for 40 years; from 1932-1972. 399 men contracted the disease, and 201 of these men were deliberately infected with the Syphilis Virus by the doctors who conducted this experiment.

The doctors whom they entrusted their health and lives to purposely infected them with a deadly virus. Even when penicillin was discovered to cure the disease in 1947, researchers convinced the doctors to intentionally withhold the cure from these Black men. These doctors and researchers watched 128 men die from their experiment on Black people. Additionally, at least 40 of their spouses contracted the disease and 19 of their children were born with syphilis.

In 1951 Henrieta Lack, a Black woman died from cancer. Before her family could bury her, doctors at Johns Hopkins extracted cells from her body without her family’s knowledge or consent. Her cells are called HeLa cells and were used in efforts to find a cure for cancer. Today in 2020, HeLa cells are still being used for data purposes. Black people’s bodies were used in studies and experiments for centuries without our knowledge or consent because America once owned Black people. So we had no choice when it came to being used as human guinea pigs. We had no resources and no alternatives. But we had a hope that doctors would see our humanity and not view our bodies as vehicles for their research. We have been betrayed by the Hippocratic Oath for Centuries.

These are shameful events of the past that many don’t know about and some don’t want to remember. We cannot afford to forget these atrocities because people of color continue to be betrayed in many aspects by the health care system. In 1997, President Bill Clinton apologized for the Tuskegee Experiment. He said that the United States did something deeply, profoundly and morally wrong. Unfortunately, we have not corrected the wrongs of racism in our health care system. The prevalence of systemic racism is evident and studies have proven the disparity in health care for people of color continues to run rampant. Racism still rears its ugly head regarding the disproportionate rates of people of color outnumbering white people in diseases such as hypertension, ovarian and breast cancer and heart disease. The lack of medical resources in communities of color, and the lack of affordable health care and something as simple as being medically
treated for not having access to clean drinking water is steeped in racist practices. Health care and the lack of services is a reality for most people of color.

According to a May 2020 analysis by MedRxiv, Black mothers’ maternal mortality rate is 4 to 5 times that of white mothers. According to the Centers for Disease Control, Black infants have more than twice the infant mortality rate of white infants. Black and indigenous persons of color are also diagnosed with asthma, diabetes, and obesity at disproportionately higher rates than whites.

In 2002 a study titled The Unequal Treatment: Confronting Racial and Ethnic Disparities in Health Care reported that once Black people enter a health care setting, they have to contend with clinicians’ racial bias. 18 years later, a 2019 study published in the Journal of General Internal Medicine by researchers at the University of California, San Francisco, and Brown University, discovered that professors used different adjectives to describe underrepresented minority groups. Black people who are rushed to a hospital’s emergency room with a chief complaint of chest pain, or a heart attack in progress may be met with skepticism.

These facts are why I presented this Resolution to our Board, and why I stand whole heartedly with grassroots organizations that are vehemently exposing this health care phenomenon which is real and seeded in deeply rooted historical systemic racism. This is why I link arms and support community leaders who are fighting to end racism in Manchester and beyond. It is my desire that this Resolution will increase the awareness of Manchester citizens who hunt down children and terrorize them on the streets of Manchester. It is my hope that this Resolution supports the voices and the people who stand against police and SWAT teams killing unarmed men of color. The last medical fact that I share with you is from the May 2020 Journal of General Internal Medicine which reported that Blacks are 3.5 times more likely to die of COVID-19 than whites.

Today two pandemics are on course to collide as the world watches, the COVID-19 pandemic and the racism pandemic. In order for all of us to live and live in peace, we must seek the cure for COVID-19 and must be equally committed to dismantle and eradicate racism with the exact same level of urgency. If I were to say to you that today I am hoping we find the cure for racism before we find the cure for COVID-19, if that thought scares you, then you know both the power and the danger of racism. And you know that racism is more deadly than any virus that American has ever had to contend with!

Secretary Castillo thanked Director Floyd-Cranford for bringing this Resolution to the Board of Directors and pushing to ensure that this Resolution is passed. I, as a political leader elected by our residents, cannot sit here and ignore the cry of my community. Thank you for all those who called in today asking for change. People are not going to remain quiet; they are going to scream and yell until we make change. Change has to happen and we need to do the right thing. I am in support of this Resolution, which is the first step. There will be many more steps and many hard decisions made. We need to be ready as elected officials to make changes that are going to be tough. She is ready and hopes other Board members are as well.

Director Marois entered politics to make a positive difference in the community, which takes time and effort. Significant change, especially in racial issues doesn’t happen overnight. Our community deserves our best effort which is why he finds it a little bit hard to vote in favor of the resolution. He doesn’t disagree with the Resolution, which has many meaningful words, but he is not satisfied with the Resolution because it lacks substantial actions. Our community isn’t helped with a broad brush of futile language that doesn’t make a difference in a lot of people’s lives. He agrees there should be equity and opportunity for all but he wonders if we are pushing forward a Resolution that makes us feel better but lacks a tangible plan for our community. He would like to see something that is specifically goal-oriented and identifies
action steps. Our community needs more time working together to define what this truly means. He will support the Resolution tonight but as leaders we need to come up with a more finite plan.

**Vice Chair Jones** thanked the residents who sent many messages over the last few weeks both publically and privately, those who called in this evening and those who were in the street tonight and many nights declaring how important this is. She has had the pleasure of walking alongside them. This is long overdue. She also thanked Director Floyd-Cranford for her leadership on initiating this conversation and for her dedication to our community in this way. She disagrees with the idea that this isn’t substantive enough. This is a necessary first step in order to do some of the hard work that need to come next. Parts of the Resolution are specific recommendations, most notably: “the Board of Directors of the Town of Manchester will improve the quality of the data Manchester collects and analyzes by using qualitative and quantitative data to assess inequities in impact and to enable continuous improvement.” That is a concrete step. My intention is that, from this, Town staff will take the matrix that they are using in their departments into their interactions with the community. Giving specific direction to Town staff regarding alliances and partnerships with organizations that are confronting racism is a concrete step. This Resolution is not symbolic; it is an action plan.

Much like racism is a public health crisis, white privilege is also a public health crisis. For those of us who benefit from white privilege, when we do not acknowledge or work to lift the voices of our fellow residents who have not historically had access to positions of power, that has to be a part of it. This has to be a large piece of our work together. She agrees with Director Floyd-Cranford that a cure for racism is more important than a cure COVID-19. $16B has been funneled to research a vaccine for COVID-19 in the hopes that a cure is found in the next 9 months, but there is work to be done in terms of our own examination of our priorities and our budgeting. That is also a large part of this Resolution, which she is in full support of.

**Director Floyd-Cranford** stated this Resolution is not about waiting on someone’s validation on when the time is right. In 1965 during Martin Luther King’s march from Selma to Montgomery, people were saying wait. We are not going to wait any longer. The time is now, with or without anyone’s permission. We are moving forward now! We would like for this to be a unified decision, as we have for the most part been a unified Board. This is a human rights matter. The time is now to right the history that was profoundly wrong of Blacks being used as experiments without their knowledge. We have to take this step. This Resolution is the second step. The first step was in 2019 when the Board of Directors voted to fund and fully support the Diversity, Equity and Inclusion Collaborative so that our Town could start better communication and engagement with our diverse citizens. We are still working on step one, but it is time for us to take step two. Part of this Resolution states that we going to “advocate locally for relevant policies that improve health outcomes in communities of color, and support local, State, regional, and federal initiatives that advance efforts to dismantle systemic racism.” This is not symbolic. This is the right thing to do.

Manchester’s history is very reflective of American history. Manchester’s history continues to act out the nickname of Clanchester; many people hate the name Clanchester and get uncomfortable when they hear it. It is not an embarrassment to the people who are terrorized. When those 3 young Black children were being terrorized, chased down the street, by two adult white men yelling racial slurs at these children, that was a reflection of what America is to some of us. When you sit in the seat of white privilege, you may not be able to comprehend that. When you sit in the seat of white privilege, you can say the time is not right but this is not your time; this is our time. Manchester, Clanchester, is going to change and we are becoming a unified community. When I can name so many organizations (AABAC, Power Up, USIC, and others) that work under one umbrella to make this Town better, we will eradicate racism. This is the time to eradicate the profound wrong that has happened in America and in Manchester. We are unified and we are not stopping. We would like all Board of Directors members to join us.
**Director Marois** explained he is not saying he wants to delay this Resolution or that this is not the time to move on this. He is saying we should be working together to promote progress. There should be action taken but we need to work together and communicate on what this really means and create substantial goals.

**Director Schain** joined his colleagues in thanking Director Floyd-Cranford for her leadership on this Resolution. He thanked all the thoughtful and impassioned Manchester residents who have spoken up on this topic through rallying, speaking at this meeting or sending emails. There is no doubt that racism is a very real and pervasive force in our society and there is no doubt that racism places real obstacles in the path of people of color as they seek to live their lives in the most fulfilling and satisfying manner. By adopting this Resolution, we are saying this has to stop. We can and must do better and we are saying that Black lives matter. By supporting this Resolution tonight, we are saying this is a community with opportunity for all and a community where people live with love and respect for their neighbors no matter what color their skin is. We are committed to bring about real and meaningful change to Manchester.

**Director Dougan** thanked Director Floyd-Cranford for her passion and concern for everyone in our community that suffers from racism. As a white woman, these experiences haven’t been hers. She has never been afraid to call a police officer. She has never felt endangered of her life. She has learned a lot in the past few months and had a very long and passionate discussion with her son on Saturday evening about racism. She thanked the people who have raised a lot of noise and have made issue of this because it has made her stop and think. She also thanked Secretary Castillo for her passion on this topic. This Resolution is not political. It is showing our support for our community, as a unified front.

**Director Bergin** expressed his strong support for this Resolution and gratitude for Director Floyd-Cranford bringing it forward. It was great to hear all the participation from residents. It underscores the significance of taking this step. He looks forward to all the ways in which the Board of Directors is going to work together on this issue moving forward.

**Director Conyers** thanked all the citizens and local groups who have voiced their thoughts in support of this Resolution. He fully supports this Resolution and echoes his colleagues toward future action.

**Mayor Moran** also thanked Director Floyd-Cranford for her passion on drafting this Resolution, with help from others. We don’t have all the answers but we are acknowledging the disparity. As Secretary Castillo said, change is tough. Bobby Kennedy said people don’t always agree with change, but change is a motivator and change has its enemies. A letter from eight religious leaders in our community said “though we represent a variety of religious identities and beliefs, our faiths share a common ethical foundation which can be best expressed as love thy neighbor.” They go on to say “opponents of this measure will contend that this gesture is merely symbolic and will have no long-term positive impact on Manchester, but we disagree. We believe that such a Resolution can serve as a binding guide for antiracist policy making.” It is time to speak the truth; racism is a public health crisis. This Resolution boldly makes this declaration and sets Manchester on a path toward justice and healing. Let’s love thy neighbor. Let’s pass this Resolution.

**APPROVED** - 12C. Resolution regarding racism as a public health crisis.

**Floyd-Cranford/Jones**

**9 Voted in Favor**

6. **REPORTS.**

   A. Manager’s Report
2. Discussion: 5G Technology

**General Manager Shanley** explained that this evening’s reports were all requested by Board members. First, Charles Vidich is the Senior Project Manager for the Western Connecticut Council of Governments responsible working on a significant telecommunications plan for the State. He holds a Master’s degree in City Planning and Environmental Health from Harvard. He has more than 40 years of experience in public health and planning. He has conducted research and lectured on public health and quarantine, and the challenges of controlling communicable disease outbreaks. He has been working on cell technology in Connecticut, reviewing what the State is and isn’t doing, and has expressed his frustration about the lack of action at the federal level.

It has been said that the Town is rolling out 5G, but that is a misconception. The industry has been for many years installing technology that is authorized by the Siting Council of the State. It is not authorized, nor do we have the authority locally to govern this roll out. Absent 5G technology, we wouldn’t be able to hold this virtual meeting.

**Mr. Vidich** stated he has been working full time exclusively on 5G broadband and what impacts it may have on communities. There are multiple ways it will affect us, including economic development, public health and intergovernmental cooperation. 5G is designed to increase not only the coverage but the density of data uploads and downloads. Traditionally we are dealing with 25 megabits per second from a cell phone or computer to 150 megabits per second, but with 5G broadband we are talking about between 1-5 gigabits. It is not about coverage, it is about the intensity of data streaming we are doing today. Many Towns are not able to have Zoom meetings because coverage fades out, unless there is a direct cable fiber optic connection to your phone. The Federal Communications Commission is working to minimize the roll of municipal governments in decision making on how small cell telecommunications systems are deployed. State authorities are finding that they are getting more and more constraints on what they are able to do. The Shot Clock Concept, where a public hearing is held on a special permit for a small cell, is pretty much obsolete under the new regulations because new small cells have to be approved in 90-days but if there is an existing tower or telephone pole that has the small cell, it has to be approved in 60-days. The timeliness makes it virtually possible to have public hearings on individual small cell deployments.

With the increasing use of gigahertz spectrum of radiofrequency, we are dealing with areas of exposure that we have not traditionally had. The issue becomes what are the exposures that we will have in our community. There is no universal situation of what the exposure is. These will be site-specific. It depends on the time you’re exposed, the distance you are from the unit and the shielding which is applied to protect you. The Center for Disease Control and Prevention uses those three concepts to determine exposure. One of the most important concepts to understand is everything in life is a poison; it is the dose that makes the poison. This is a concept from 16th century physician Paracelsus. If you drink 150 gallons of water, you can die from water.

The good news for Manchester is that there is a zoning regulation that requires annual review of radiofrequency exposures for units being installed. Anything on a tower or electric transmission line is regulated by the Connecticut Siting Council, anything on an electric distribution line to a home is regulated by Connecticut Public Utilities Regulatory Authority and anything which doesn’t fall under those two categories is regulated by the municipality. However, both the Connecticut Siting Council and Connecticut Public Utilities Regulatory Authority expect the municipalities to provide advice about anything that falls within their authority. The FCC has basically said that not only the Shot Clock concept comes in, but they regulate how high these small cells will go on buildings or utility poles. Municipalities that have a point person looking at these issues can begin to start sorting out where they can have influence over the towers. Connecticut Siting Council and Connecticut Public Utilities Regulatory Authority can control
radiofrequency exposure standards which are set up by the FCC. Municipalities can require that they provide verification that exposure standards are being met. Currently, Manchester is one of only 12 municipalities in Connecticut that request an annual report on exposure from towers. However, it is important that you get the report within 90 days of the installation. The studies which are done at the time of submitting an application are only theoretical calculations. Once a small cell is installed and an exposure report is done, you are getting real radiofrequency exposure levels. The National Council on Radiation Protection and Measurement, which is a congressional established independent think tank, provides key guidance to the FCC. The Federal Drug Administration only manages the standards for cell phones, not for the broadband industry. 55% of all municipalities currently have the authority within their regulations to request radiofrequency exposure studies. Our municipal taskforce, which includes Chief Elected Officials, Town Attorneys and Town Planners, met with Senator Blumenthal last week and expressed our dissatisfaction with the lack of public review on the issues from the FCC. We talked about the importance of getting the word out. Our municipalities are taking the blame for an issue which is really at the federal level. One of the key tools is to take advantage of requesting the studies which will give us real data about whether someone has had exposure or not based on proper testing methodologies.

**Vice Chair Jones** stated we have had a number of residents over the past several months who have expressed concerns about the harmful health effects of 5G. It sounds like some of the zoning regulations and enforcement is under the purview of zoning vs. the Board of Directors purview.

**Mr. Vidich** explained the taskforce has put together a model municipal Ordinance after looking at dozens of municipal approaches across the country. Small cells not only affect land use, but also the building department, electrical companies and historical districts. What is needed is an umbrella Ordinance that establishes the structure of how to deal with small cells and then establishes what each department will do in regard to small cells. A model municipal Ordinance is the starting point, because it establishes a coordinated strategy for the entire community.

**Vice Chair Jones** stated that several years ago there was a work group in Manchester considering ways to supply municipal broadband through our existing fiber optic network. She asked if that is a good strategy to offer residents some of the functionality that 5G is attempting to provide while avoiding some of the concerns that come with 5G.

**Mr. Vidich** stated there are overlapping strategies because wireless deals with telemedicine, autonomous vehicles and a whole range of higher density data transmission which doesn’t necessarily affect buildings. The higher the gigahertz level, the less effective the gigahertz radiofrequencies are for going into buildings. The Connecticut Superior Court in November affirmed the right of municipalities to have first game, the authority to put fiber optics on telephone poles or underground. He is in support of first game fiber optics. The question is who will pay for it. There are multiple strategies to increase the density of transmission. When you get into 5G broadband, trees and buildings interfere with transmission. He believes every broadband company should give us their strategic plan for every municipality in Connecticut so that we know what the implications are. He recommends working with the State Legislators to promote and encourage that process to happen. Normally, the government does planning but in this case, the private sector is doing the planning and we are just waiting to see what they’re going to do. We need to get some parody of communication that allows us to see what the plan is.

**Director Marois** asked who insures the actual products and who would be liable if health issues are found to be caused by 5G in the future.

**Mr. Vidich** explained that some companies, such as Crowne Castle, will put up the infrastructure and then rent it out to vendors while other companies put up their own units. When Crowne Castle puts up the infrastructure, they’re happy to have co-located units on the same pole or building. Whereas, other
companies, such as Verizon, have taken the policy that the poles are for their use only. The company that puts up the infrastructure has the responsibility of maintenance. We live in a very litigious society where everyone and anyone can be litigated against. Everyone in our society needs to be educated about proper public health considerations with the use of anything that has a radiofrequency, including cell phones. Young people need to consider their health when using cell phones constantly.

Director Floyd-Cranford stated many residents have concerns about adverse effects of 5G. She asked how decisions are made on where towers are located. Social media suggests that these infrastructures are often placed in communities of color. She also asked why residents are not informed when 5G towers are put in their neighborhoods.

Mr. Vidich stated there are 2,302 towers in Connecticut. Towers have traditionally been located to provide coverage and a very low density of data for cell phones. The cell phones are now serving as mini movie centers. He does not see this as uniquely tied to any particular communities but the focus of 5G broadband is to urban centers. The Public Utilities Regulatory Authority is required to notify abutting properties when they put a small cell in, so the property owner has the opportunity to respond. He recommended working with State Legislators to raise public awareness of radiofrequency towers being installed. The municipality should be getting notice of these proposed installations. As standard operating procedure, the municipality should require these mobile broadband companies to provide calculations of what the exposures will be. He encouraged engaging in conversations with these broadband providers to make them aware of the Town’s concerns.

3. Briefing: 8 Can’t Wait (MPD)

Chief Darby explained that 8 Can’t Wait is a National movement where police departments are being asked to address issues with police use of force incidents. Many of the items on this list are already being done by the Manchester Police Department (MPD). The first item is to Ban Chokeholds. MPD did not specifically ban chokeholds prior to the George Floyd incident but a chokehold was not a trained maneuver. In the past ten years, we have had two instances where an officer used some type of restraint around the neck area and they were disciplined under Chief Montminy. We now prohibit any type of chokehold.

The second item is to Require De-escalation. We have always trained officers to try to de-escalate situations before using force and the majority of our officers have crisis intervention training, which is training for dealing with people who have mental health issues. We have included training on de-escalation for years where we do scenarios with officers on different types of use of force situations. Those use of force situations often require role-playing where officers are asked to evaluate what type of use of force needs to be used to try to de-escalate a situation. Several years ago, we purchased a use of force video simulation where the officers have the ability to use different levels of force. The officers are required to interact via verbal commands with people and establish a dialogue and the instructor has the ability to change how the scenario plays out. Many of the scenarios require de-escalation, but there are some scenarios where de-escalation is not appropriate, when officers have to make split second decisions. If the person is uncooperative, the officers have options available to them where they can use a Taser or baton, and up to deadly force if the situation requires that. Our Use of Force policy now specifically states that an officer shall use de-escalation techniques and other alternatives to higher levels of force consistent with his/her training whenever possible and appropriate before resorting to use of force and to reduce the need for use of force. We also reemphasize this in our lethal force policy and in our less lethal force policy. Our goal is to de-escalate whenever possible before having to use any type of force.

Next of the 8 is to Require Warning Before Shooting. This has always been in our policy and talks about where practical an officer is given a warning of his/her intent to use lethal force. That is not always practical if an officer pulls up to a situation where there is an active shooter where they may not have the
opportunity to give warning before their intent to use deadly force because a situation requires a split second decision. The next item is to **Require Exhausting all Alternatives Before Shooting**, where we talk about the de-escalation techniques under our Use of Force Policy. This states that authorized MPD personnel will only use the force necessary to affect lawful objectives and will constantly weigh the advantages and disadvantages of the use of lethal force, and will ensure that any lethal force meets the test of reasonableness. Sworn personnel are authorized to use lethal force if the office reasonably believes that the person still poses a significant threat to the officer or a third person through the use of lethal force to the officer or a third person.

The next item, **Duty to Intervene**, was recently added to our policy. We have always expected our officers to intervene and to speak up when they see something a fellow officer shouldn’t be doing. This policy specifically states any officer/employee present and observing another officer using unnecessary force has an affirmative obligation to intercede and report the conduct to a supervisor as soon as possible. **Ban Shooting at Moving Vehicles** is a State policy that changed within the past year. We addressed this in our Use of Force Policy. Sworn personnel are not permitted to use lethal force under the following circumstances: The use of warning shots is strictly prohibited, discharging a firearm at or from a moving vehicle except as the ultimate measure of self-defense, in defense of another or when the occupant of the vehicle has committed a felony in which lethal force was used and the occupants pose an imminent threat if their apprehension is delayed.

**Require Comprehensive Reporting** has been part of our policy. MPD has been a nationally accredited police department since 1989 and as part of that we are required to prepare comprehensive Use of Force reports and Use of Force Analysis every year. Whenever an officer uses force against an individual, they are required to complete a Use of Force Report which is reviewed by their supervisor, then by the Shift Lieutenant, then the Captain of the division and then on to the Police Chief and to our professional standards unit. Each Use of Force form is evaluated to determine whether or not it complies with our department policy. Use of Force ranges from using a Taser, baton, pepper spray or using a weapon to gain compliance, such as pointing a Taser at someone to gain compliance. Beginning January 1, 2016, the officer of professional standards lieutenant is required to complete a yearly report that gets sent to the State of Connecticut, similar to what we do for the racial profiling stops. They also track Use of Force for Tasers.

The last item, **Require Use of Force Continuum**, is something that had not been part of our policy but is under consideration. Commission on Accreditation for Law Enforcement Agencies (CALEA) does not require use of force continuum. The Police Executive Research Forum (PERF) issued a report in March of 2016 where they recommended discontinuing outdated concepts such as use of force continuum. Depending on the assessment of the threat, officers are expected to make decisions based on the range of options available to them. The standard on use of force has been based on the U.S. Supreme Court decision on Graham v. Connor in 1989 where they developed the standard of “objective reasonableness.” Specifically, the Court stated that the reasonableness of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight. The calculus of reasonableness must embody allowance for the fact that police officers are often forced to make split second judgments in circumstances that are tense, uncertain and rapidly evolving, about the amount of force that is necessary in a particular situation. We are currently reviewing different use of force continuums to determine if we can find one that we believe is appropriate for us.

**Director Dougan** asked for clarification on what the Professional Standards Unit does.

**Chief Darby** explained that as part of being an accredited organization, we have a Professional Standards Unit supervised by Lieutenant Laughlin. This unit includes our accreditation personnel and our Internal Affairs (IA) investigative unit which handles complaints.
Director Dougan asked if all complaints go through the Professional Standards Unit.

Chief Darby stated that not all complaints go through this unit, as some are handled by Captain Grant, our Patrol Captain. The more serious complaints get handled by the IA Lieutenant. Rudeness complaints or complaints questioning why someone received a ticket are handled by the Patrol Captain.

Director Floyd-Cranford stated she has seen other 8 Can’t Wait campaigns where the officer who witnessed Use of Force not only has to complete a report, but are also required to intervene at the time of the incident. She asked if that is required by the Manchester Police Department (MPD).

Chief Darby stated MPD’s policy states that any officer or employee present and observing another officer using unnecessary force has an affirmative obligation to intercede immediately, and then to report that conduct to a supervisor as soon as possible.

Director Bergin asked if the policy changes by the MPD were done on their own initiative or done to meet new State laws.

Chief Darby explained that MPD was already in the process of making some changes prior to the new requirements to meet 8 Can’t Wait national initiatives. Some changes just required us to use specific language within our policies.

Director Floyd-Cranford asked for statistics on the total number of officers on the MPD and how many officers of color there are. She also asked what MPD is doing to actively recruit more officers of color on the force. There appears to be an educational barrier to hiring more persons of color.

Chief Darby explained that the MPD has been trying to recruit more officers of color. Officers of color do not fail out of the process at any greater rate than white candidates, but the number of applicants of color is significantly lower than those of white candidates. Over the past year we have hired between 18-20 people. We sent a diverse group of officers to several job fairs and events to help recruit candidates but we have struggled to recruit applicants of color. MPD has been looking for the assistance of the community, including AABAC and MLAC, to help attract candidates of color to the MPD. We spoke about the educational requirements of either 2 years military service time or 60 hours of college credits. There are currently 115 officers with 5 who came in under the military requirements, 28 with 60-college credits and 75 officers with a Bachelor’s degree and 7 officers with a Master’s degree. We also currently have 3 officers working to achieve their Bachelor’s and 2 working to achieve their Master’s degree. The educational requirements were in place when he began on the force and this requirement was highly recommended by both the Town and the police union. The educational requirement is part of the union contract. There are a total of 11 Black and Hispanic officers on the force.

General Manager Shanley explained the educational requirement has been integrated into the police contract for many years. He would like more information on the departments that require only a high school diploma to see if in fact they are more diverse than our department, and whether or not they are more successful with lower educational standards. He has seen studies that show that education is a very good indicator of the success of a police force. He is unsure if the educational requirement is the driving factor in terms of fewer diverse applicants.

Director Castillo stated information received last night during MLAC’s meeting with Chief Darby are that there are currently 90 male officers consisting of 84 white male officers, 4 Black male officers and 2 Latino male officers. Of 26 women officers, there are 21 white female officers, 2 Black female officers and 3 Latina officers.
**Director Floyd-Cranford** believes the number of minority officers is tied into the educational requirement, and racism has a huge impact on education. People of color are at an educational and employment disadvantage throughout the country. There are towns in Connecticut where you can become a police officer without the educational “barrier” for people of color because of systemic racism. She would like to see statistics of police departments that have educational requirements vs. those that don’t. Education does not stop a police officer from taking the identification card of a Latino and throwing it on the ground. Education doesn’t stop the way that some Town residents say they have been spoken to when they’ve been stopped when they ask the simple question of why they are being stopped. Answers don’t come from an educational foundation. This is about over policing people of color which is why 8 Can’t Wait was established. If education was a proven factor to stop over-policing and police brutality of people of color, we could commend the MPD for having so many educated police officers. However, she doesn’t see where higher education has had a positive impact on policing. We need to look to find more creative ways to get more than 11 people of color out of 115 current officers. The percentage of officers of color is not reflective of our Town’s demographics. She would rather have Manchester officers who are racially and culturally sensitive than officers who have a higher education. She understands that the MPD lacking officers of color is not unique to Manchester. This is a systemic racism problem throughout the United States.

**Chief Darby** explained the hiring of officers of color is not an issue unique to Manchester. It is a problem for agencies across Connecticut and across the United States. MPD started a program with students in January at Manchester High School to try to get them interested in a law enforcement career and had a series of seminars to expose them to different aspect of being a police officer. We were looking to develop a homegrown pool of candidates to become future Manchester police officers. This group was very diverse. We also have a police explorer program with almost 40 very diverse explorers. We are trying to come up with new innovative ways to establish good relationships with the diverse youth in our community and to help them toward becoming Manchester police officers.

**Secretary Castillo** would like more information on how to change educational requirements for Manchester police officers, as other nearby towns only require a high school education or GED. There may be some young people who would like to become a police officer in our community but may not be ready or able to go to college.

**General Manager Shanley** explained that requiring people to have an education for a job is something that municipalities have worked hard to accomplish over the last 30-40 years. If we find education is in fact a barrier and the communities around us that require only a high school education or GED are able to recruit people of color much better, than we will look into it changing the requirement.

**Chief Darby** then spoke about the use of body cameras for officers, which MPD has been looking into for years. The estimated cost for 120 body cameras is $265K, through WatchGuard, the same company the police vehicle cameras are from. Going through the same company will allow us to pair the body cameras with the vehicle cameras to capture the video when an officer is in the car to when they are out of the car. The audio for both will be streamed from the body camera. Other costs associated with this are approximately $100K per year for cloud storage of video and audio.

There were some concerns about freedom of information (FOI) laws with use of body cameras, for instance, video of a victim in a domestic dispute. Victims cannot be seen or heard in the video. If there are juveniles in the video, we would need to redact juvenile footage. Witness statements are protected from FOI. There are a lot of privacy concerns. Police officers often go into people’s homes for medical, mental health or domestic violence issues. We need to determine what type of video or audio would be available to the public, should they request it. Police are not bound by HIPAA laws as we are not medical providers. We would need to work through these issues with the FOI Commission. Our officers will gladly wear
body cameras and in fact they want body cameras to be able to have their point of view seen, rather than just the point of view from the camera of a bystander passing by that may just capture part of an incident and not the entire incident. Use of body cameras should increase the level of confidence that the public has in the police department. He received some calls about a use of force incident that happened on Main Street recently, so a ZOOM meeting was held where video footage was shown of the entire incident. Once members of the community saw the full video, they were more comfortable with what had happened than they were with the portion of the incident they had seen on social media. Cameras are welcomed by officers.

**Mayor Moran** explained that a meeting will be held next week to discuss the use of body cameras in more detail.

4. Discussion: Fireworks in neighborhoods

**Chief Darby** said there has been a large increase in the use of illegal fireworks this year, but this problem is not unique to Manchester or to Connecticut. An increase in fireworks has been a national trend this year, and MPD has received numerous complaints from residents. At General Manager Shanley’s request, Chief Darby did a report on June 24th of fireworks calls for the prior 30 day period. This showed 176 complaints. On the 4th of July, between 8:00 and midnight, there were 65 fireworks complaints. There were 8 officers on duty that night and over 100 service calls. We didn’t have the resources to be able to handle all those calls, so they were prioritized based on the type of call. An active incident, such as a domestic call, would take priority over a call on fireworks.

1. Absentee ballot process (Town Clerk and Registrars)

**General Manager Shanley** stated the Board of Directors asked for a briefing by the Town Clerk Joe Camposeo and Town Registrars Tim Becker and Jim Stevenson on the absentee ballot process.

**Mr. Camposeo** explained that in the early part of 2020, there were a lot of changes due to the pandemic. The Secretary of State and Governor were concerned about the impact COVID-19 would have on the election process. The State of Connecticut determined that anyone with pre-existing health conditions could vote by absentee ballot. Subsequently, Governor Lamont issued Executive Order 7QQ to permit all registered voters to cast an absentee ballot for the August 11, 2020 Presidential Primary. The Secretary of State’s office hired a mail house, Cathedral Corporation, to mail bar coded applications to every registered voter by the end of June. If voters wanted to vote by absentee ballot, they would submit their application to the Town Clerk. Town Clerk’s offices will then log applications into the Connecticut Voter Registry System (CVRS). The CVRS exports the file daily to Cathedral Corporation who would then mail ballots to voters by July 21st. Cathedral then sends confirmation of mailings to the Town Clerks. The Town of Manchester will have a drop box at the Town Hall designed for drop off of ballots.

**APPROVED - Motion to suspend the rules to continue the meeting past 11:00 p.m.**

**Jones/Bergin** 9 Voted in Favor

**Mr. Camposeo** explained that prior to these changes, the Town Clerk’s office had mailed absentee ballot applications to overseas and active military voters. When ballots are received in the Town Clerk’s office, they will be date/time stamped, information will be entered into CRVS, ballots will be sorted by voting district, address and name, and voted ballots will be secured in the vault until Election Day. On Election Day, staff removes the ballots and prepares an affidavit to account for the ballots alphabetically by voting district. On the morning of the Primary, the Registrars come over to the Town Clerk’s office and verify the number of ballots. They then complete and are sworn to an affidavit. During the course of the day, the
Registrars take the ballots to the Central Counters that they have appointed for ballot counting in the Weiss Building. Ballots are counted and secured. The day after the election, all voted and secured ballots are returned to the Town Clerk.

Mr. Stevenson explained the Registrars have a centralized absentee ballot counting operation at the Weiss Building. On Election Day, Mr. Stevenson and Mr. Becker go to the Town Clerk’s office to count the ballot envelopes and sign affidavits to the number of ballots removed from the Town Clerk’s office. The ballots are brought to the Weiss Building and handed over to our Central Counting Moderator, who counts them again for accuracy and validation. Both Registrars and the Central Counting Moderator sign an affidavit to attest to the number of ballots delivered. Once the Moderator has the ballots, teams of counters will begin to process the ballots. The ballots come in two envelopes. The outer envelope is used for mailing and has the name of the voter. The voter’s name is checked off the official list as having voted. The outer envelope is then opened and the inner envelope is checked to be sure there is a signature. The counter then opens the inner envelope and places the ballot face down and prepares for it to be sent through the tabulator.

Ballot stacks are shuffled face down for privacy, and then are run through the tabulator. At 8:00 p.m., the Registrars check with the Town Clerk to see if there are any additional absentee ballots, and if there are they bring them to the Central Counting operation to be put through the tabulator. After 8:00 p.m. the Central Counting Moderator will print the results and turn them over to the Head Moderator. The Registrars and Town Clerk’s offices will confer up to Election Day on how many ballots have been received. Based on those numbers, they determine if they need to add additional ballot counters. In 2016, 295 Primary Absentee ballots were processed by 2 teams of counters (one from each party) and for the Presidential election 1676 were processed by 4 teams of counters. They do anticipate a substantial increase in those numbers for 2020 because everyone has the opportunity to vote by absentee ballot.

The Registrars’ office was recently contacted by a resident asking if they applied for and received an absentee ballot could they then change their mind and vote in person. If they haven’t sent in the absentee ballot in, they can show up on Election Day and vote in person. Statutorily, up until 10:00 a.m. on Election Day if they have sent it in, they can ask that their absentee ballot be withdrawn. All Manchester polling places will be open and fully staffed on Election Day from 6:00 a.m. to 8:00 p.m. A voting safety plan will be implemented that has been signed off on by the Director of Health and Secretary of State. Standard PPE will be available for all poll workers. There will be sneeze guards at all tables. Sanitizer will be available for all voters at the entrance and exit of each polling location. Voters will be asked to utilize their own pen to complete the ballot. If they do not have their own pen, they will be given a golf pencil to utilize for completing their ballot.

Mr. Camposeo explained they face added challenges this year with an unknown increase in the number of absentee ballots expected. The Town Clerk’s office will probably require additional staff to input information into the two systems, one for the application and one for the ballot, and the Registrars will likely need more counters at a central location. A secure, CDC compliant location would be needed for additional staff. There was a plan in place for Federal reimbursement for the extra costs associated with absentee ballots but the funding may be insufficient.

Mr. Stevenson explained there are a lot of unknowns here. We do not know how many people will vote by absentee ballot or how many people will show up in person on Primary or Election Day. Traditionally there is a low turnout for the Primary, especially with this Presidential Primary at such a late date. Both the Registrars and the Town Clerk are using this as an opportunity to establish and iron out this process.

Mr. Camposeo stated there is a new system being used for the input of election data, which helps to manage the information but could be an added challenge.
Director Marois asked how someone can request an absentee ballot, and if they can request it electronically. He also asked what systems are in place to prevent people from fraudulently voting. He talked about someone who received an absentee ballot for someone else who had lived at their address two years prior.

Mr. Camposeo stated an absentee ballot is requested by sending an application in. There are some ways to do an application electronically, most frequently by someone living overseas or in the military. You can request an application by email or fax. Connecticut State Statute does require that the original application be in our hands by the close of polls on Election Day. If you sent an email application but we did not get the hard copy, the ballot to vote now becomes a rejected ballot. Any ballots they suspect are fraudulent are turned over to the Elections Enforcement Commission. There are systems in place to uncover any potential illegal use of an application or ballot.

Mr. Becker explained that applications sent through the Secretary of State’s office to all registered voters had with it a pre-paid reply envelope. When the application is mailed in to the Town Clerk’s office and the ballot is issued, the ballot will arrive also with a pre-paid envelope. We worked with the Board of Education who has agreed to have their custodial staff sanitize the voting booths and all the surfaces at each location every hour. Voters who are comfortable going to the supermarket should be comfortable voting in person, because you will be spending a lot less time there.

Director Conyers asked if we have looked into other States who have gone through the Primary to see what percentage of voters voted by absentee ballot. He is pleased to hear Manchester is keeping all polling locations open so we don’t have an issue with large crowds, as some other states have had. He asked if we anticipate a delay in results if we use the same process and have a large number of absentee ballots for the Presidential election in November.

Mr. Camposeo said that is why he is considering the need for additional staff. With the potential of a large turnout of vote by mail for November, he anticipates needing several work stations of people helping his office to input the data. He did a time analysis of the time it takes to process an absentee ballot in the Town Clerk’s office and it was approximately 22-27 minutes per ballot. This does not include the time it takes the Registrars’ office to do their part of the process. If the Town Clerk’s office processes 10K absentee ballots, we would definitely require some additional resources to assist us.

Mr. Becker stated there were 1,676 absentee ballots in the 2016 election. Quite a number of those ballots came in from overseas, which all need to be hand-counted. Military and overseas ballots cannot be put through the tabulator. It was past 3:00 a.m. before we finished inputting the data. Obviously, we would have more people and if we have a large influx, we could set up a second tabulator but it’s possible if we have 15K absentee ballots it could take more than a day.

Mr. Stevenson said they will add staff as needed and add counters based on the numbers from the Town Clerk’s office prior to Election Day.

Mr. Camposeo explained there is accountability, particularly with respect to the military ballots. Each election we have to submit a report to the Secretary of State on the number of military ballots we issue. Some of those ballots are being sent to military addresses that we have no idea where they are. It takes a while to get them back. Invariably, we can have as many as 30 ballots coming in within a month after the election and they’re postmarked well before the election. He has spoken up about this issue.

Mayor Moran reminded everyone we are in the middle of pandemic. Just because people go to get groceries, doesn’t mean they go to grocery stores. Someone else could be doing it for them. There is a large population including elderly who are likely to vote by absentee ballot because they are not willing to
go out to a polling location to vote in person. I would hope that we trust all our residents to be trustworthy in this process. This isn’t the first time we’ve had absentee ballots. We seem to have lost sight of the pandemic but that’s the reason we are allowing absentee ballots the way we have. He stated everyone in their jobs in the country and around the world is in abnormal times because of COVID-19 but we need to ensure that everyone has the right to vote.

Mr. Camposeo commented that even if there is a large volume of people voting by absentee ballot, we will find a way to be prepared to ensure their vote gets counted. That is without question.

B. Other Reports. None.

7. PRESENTATION OF BID WAIVER REQUESTS. None.

8. PUBLIC HEARINGS (formally advertised).

A. Appropriations to Special Projects as follows:
   1. School Readiness Local Early Childhood Council Grant $18,100 (3/1/20 to 6/30/20) to be financed by a grant from the Connecticut Council for Philanthropy to further develop the collaborative and create solid strategic goals to strengthen our local birth to 5 efforts.
   2. Senior, Adult and Family Services – Rental Assistance Program $10,000 to be financed by a grant from Manchester Interfaith Social Action Committee.

Mayor Moran opened the floor for public comment at this time. There being no public comments, Mayor Moran opened the floor for Board Members’ comments.

Vice Chair Jones asked about the rental assistance program. A resident waiting to speak on this wanted to know if people who are undocumented or mixed status households eligible for assistance through this.

General Manager Shanley stated he will get an answer for that question.

There being no further comments, Mayor Moran closed the public hearing on the above items.

B. Appropriations to Education Special Projects as follows:
   1. Immigrant & Youth Education Program Grant (FY 19/21) $6,962 to be funded by the Connecticut State Department of Education to enhance instructional opportunities for immigrant children and youth.
   2. Hartford Foundation for Public Giving COVID-19 Response Grant $75,000 to provide assistance with operating support for distance learning needs during COVID-19 response serving Manchester families (FY19/21).

Mayor Moran opened the floor for public comment at this time. There being no public comments, Mayor Moran opened the floor for Board Members’ comments. There being no comments, Mayor Moran closed the public hearing on the above items.

C. 1. Adoption of the Community Development Block Grant Annual Action Plan for Year 30 (October 1, 2020 - September 30, 2021).
    2. Appropriation to Community Development Block Grant Program Year 30 (October 1, 2020 - September 30, 2021) $695,155
    3. Adoption of the 2020-2024 Consolidated Plan.
Mayor Moran asked if this is will conclude the CDBG action plan for this year.

Ms. Guerette, Community Development Program Manager, stated there were no more public comments received on this Action Plan. If the Board of Directors makes the decision to adopt the Annual Plan, the 5-year Plan and appropriate the funds, this will conclude the CDBG Program for this year.

Mayor Moran opened the floor for public comment at this time. There being no public comments, Mayor Moran opened the floor for Board Members’ comments. There being no comments, Mayor Moran closed the public hearing on the above items.

D. Resolution to appropriate $2,900,000 to capital accounts for the 2020-2021 fiscal year budget for the purpose of paying the costs of water distribution system and sewer system improvements and authorize the issuance of temporary notes in an amount not to exceed $2,900,000, or so much as may be necessary after deducting grants to be received for the projects.

General Manager Shanley explained this is consistent with the budget.

Mayor Moran opened the floor for public comment at this time. There being no public comments, Mayor Moran opened the floor for Board Members’ comments.

Director Dougan asked for clarification of where this money comes from. She also asked if there are any anticipated problems due to COVID-19 with people are being laid off and not able to come up with payments.

General Manager Shanley explained this is the ability to issue notes to be able to finance the projects seen in the Capital budget, which would eventually be paid by the rate payers. He stated the bigger worry is the reduction of water use. With less water used, we fall behind on revenue. Potentially, people could not pay their water and sewer bills but historically Manchester residents have always been impressive in terms of paying these bills.

There being no comments, Mayor Moran closed the public hearing on the above items.

E. Appropriation from reserve for purchase of Police body cameras………..$165,000

General Manager Shanley stated at this juncture there isn’t any grant money available to us for this. There is a State grant program, but we are not aware of any funding left in it. There is some talk about refunding this in the special Legislative Session and also some talk of federal money but there is no funding currently available. We would like to move forward for this purchase and the best way to do that is appropriate money from our reserves. Total cost of body cameras is $265K with the other $100K which is at the Chief’s discretion to use.

Director Dougan asked if money became available if it could be used for the annual cloud storage for video/audio.

General Manager Shanley said that we would have to wait to see how the Legislation reads, but typically the funding cannot be used for maintenance. We will check on the availability of funding if it becomes available.

9. CONSENT CALENDAR. (Added items 8C, D and E, and 12 B, E, F and G)

8A. Appropriations to Special Projects as follows:
1. School Readiness Local Early Childhood Council Grant.................................$18,100 (3/1/20 to 6/30/20) to be financed by a grant from the Connecticut Council for Philanthropy to further develop the collaborative and create solid strategic goals to strengthen our local birth to 5 efforts.

2. Senior, Adult and Family Services – Rental Assistance Program .......................$10,000 to be financed by a grant from Manchester Interfaith Social Action Committee.

8B. Appropriations to Education Special Projects as follows:
   1. Immigrant & Youth Education Program Grant (FY 19/21).................................$6,962 to be funded by the Connecticut State Department of Education to enhance instructional opportunities for immigrant children and youth.
   2. Hartford Foundation for Public Giving COVID-19 Response Grant..............$75,000 to provide assistance with operating support for distance learning needs during COVID-19 response serving Manchester families (FY19/21).

8C. 1. Adoption of the Community Development Block Grant Annual Action Plan for Year 30 (October 1, 2020 - September 30, 2021).
   2. Appropriation to Community Development Block Grant Program Year 30 (October 1, 2020 - September 30, 2021) ........................................ $695,155
   3. Adoption of the 2020-2024 Consolidated Plan.

8D. Resolution to appropriate $2,900,000 to capital accounts for the 2020-2021 fiscal year budget for the purpose of paying the costs of water distribution system and sewer system improvements and authorize the issuance of temporary notes in an amount not to exceed $2,900,000, or so much as may be necessary after deducting grants to be received for the projects.

8E. Appropriation from reserve for purchase of Police body cameras .......................$165,000

12A. Acceptance of the resignation of Joyce Hodgson (D) from the Advisory Board of Health with a term expiring November 2020.

12B. Education Special Projects Appropriations Grant Period Extensions to allow funds to be spent through September 30, 2021, as follows:
   1. Immigrant & Youth Education Program Grant FY 18/20.
   2. Title I, Part A, Improving Basic Programs Grant FY 18/21.
   3. Title II, Part A, Supporting Effective Instruction Grant FY 18/21.
   4. Title III, Part A, English Language Acquisition Grant FY 18/21.
   5. Title IV, Part A, Student Support and Academic Enrichment Grant FY 18/21.

12E. Reappointment of Dana Hebert to the Cox Cable Advisory Council with term expiring July 2020 (2 year term).

12F. Reappointment of Eric Prause to the Cox Cable Advisory Council with term expiring July 2020 (2 year term).

12G. Reappointment of Donald Modean to the Cox Cable Advisory Council with a term expiring July 2020 (2 year term).

Castillo/Floyd-Cranford  9 Voted in Favor

11. UNFINISHED BUSINESS. None.
12. NEW BUSINESS.

D. APPOINTED - Keren Prescott (D), 75 Farm Drive, to the Advisory Board of Health with a term expiring November 2020 to fill the vacancy left by Joyce Hodgson (D).

Floyd-Cranford/Bergin 9 Voted in Favor

H. APPROVED - Authorize the upgrade of two authorized & funded Account Associate positions in Accounting to Senior Account Associate, effective July 1, 2020.

Director Jones explained this authorizes replacing a Senior Administrative Secretary with an Account Associate in the Purchasing Department, for a savings of $8,980. It also upgrades of two Senior Account Associates in the Accounting Department at the added cost of $3,592 each, for a total of $7,184. This action results in a net savings of $1,790.

Jones / Bergin 9 Voted in Favor

13. COMMENT AND DISCUSSION BY BOARD MEMBERS ON ITEMS FOR FUTURE AGENDA OR OF GENERAL CONCERN.

Mayor Moran stated we would like to hold a special meeting Tuesday, July 14th at 7:00 p.m. to discuss the use of body cameras by the Manchester Police Department and impartial policing training and other related topics.

14. ADJOURNMENT.

The meeting was adjourned until the August 4, 2020 Regular Meeting of the Board of Directors at 7:00 p.m. in the Lincoln Center Hearing Room.

Bergin/Schain 9 Voted in Favor

Adjournment: 12:10 a.m.

lgl

APPROVED: ATTEST:

____________________________________
Secretary, Manchester Board of Directors
MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Tuesday, July 14, 2020
7:00 p.m.
HEARING ROOM - LINCOLN CENTER
494 Main Street
Manchester, CT

PRESENT: Mayor Moran, Director Dougan and General Manager Shanley.

REMOTE: Deputy Mayor Jones, Secretary Castillo, Directors Bergin, Conyers, Floyd-Cranford, Marois and Schain.

1. MEETING CALLED TO ORDER.

The meeting was called to order at 7:05 p.m. All in attendance participated in The Pledge of Allegiance to The Flag, led by Mayor Moran.

General Manager Shanley explained that all items on tonight’s agenda were requested by the Board of Directors. With us tonight are Chief Darby, Captain Palombizio, Captain Grant and Lieutenant Laughlin to provide additional information. He explained that the USDD 1033 Program is the U.S. Department of Defense’s (DoD) Program that permits equipment transfers to law enforcement agencies. There will be a briefing by Lieutenant Laughlin and Captain Grant on Manchester’s Fair and Impartial Policing Training which they conduct for officers of the Manchester Police Department (MPD).

We will then have a discussion on call trends for emotionally disturbed persons. Several years ago when State law changed allowing emotionally disturbed persons into group homes or individual apartments, there was a large increase in the number of these types of calls to the MPD. The last item is for discussion by the Board of Directors. MPD will any answer questions regarding what we are already doing consistent with the proposed mandates and/ or challenges.

2. Discussion regarding the expected use of body cameras.

Chief Darby began by thanking the men and women on the Manchester Police Department for the good work that they do in this community every day. We are in a time when police officers are unfairly being vilified. For years, our officers have worked with the youth in this community through the Youth Services Bureau, Police Athletic League (PAL), 3 on 3 basketball programs, mentoring programs and law enforcement classes taught at Manchester High School. MPD has always been there to work with our local business community and in our local neighborhoods. It has been disheartening to hear a public official call our officers and CREST officers murderers. I believe this statement was irresponsible, divisive and made without knowing the facts. Our officers are good, honest, hard-working and compassionate people and I appreciate everything they do to keep this community safe, and I believe the majority of people in this community appreciate everything that they do.

The Board of Directors appropriated money for purchase of body cameras at last week’s meeting and we thank them for that. Over the last month or so, we have been in the process of looking at model policies in the State of Connecticut and standards from the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) on the use of body worn cameras. Captain Palombizio has been working on this initiative.
Captain Palombizio explained that the Manchester Police Department’s policy on the use of body camera is in the early stages. We are currently gathering information on the use of body cameras and reviewing CALEA standards to ensure our policies are in compliance with CALEA requirements. There are requirements and restrictions for activation and deactivation of the devices, criminal and administrative use of camera-captured data, data storage and retention requirements, equipment maintenance and inspection procedures, training requirements for users/supervisors and requirements for documented review of camera-captured data including frequency and quantity. We will work with CALEA to put our policies in place. The purpose of equipping police officers with body cameras is to strengthen police accountability, resolve officer-involved incidents and complaints, improve transparency, identify and strengthen officer performance and improve evidence and documentation. Information collected will include digital multimedia, video files providing date, time, GPS coordinates, etc. and evidence transfer management which is the securing the data once it is collected.

The policy will include procedures for using the body worn cameras (BWC), beginning with shift procedures when an officer comes on duty. All officers will be properly equipped with a BWC for each shift, and will be required to inspect their BWC for damage and functionality prior to beginning their shift. Officers are required to notify the supervisor on shift if there is any problem with the camera. For purposes of this policy, interacting with the public in a law enforcement capacity means that a police officer is in personal contact with one or more members of the public, the purpose of which is to conduct a self-initiated investigation into, or to respond to a third-party complaint involving the possible commission of any offense, violation or infraction. Police officers shall record all vehicular pursuits, motorist assists, taking of statements from or interviewing suspects, witnesses and victims, transportation and processing of prisoners and any incident or event not otherwise prohibited by this policy, which may be dangerous, unpredictable, or potentially useful for department training purposes, and situations where a police officer, by reason of training and experience, determines that the incident should be documented on video. Once an incident is documented and the shift comes to an end, officers will be required to download the video.

The model policy states that BWCs will be deactivated for communication with other law enforcement agency personnel, except as the officer performs his or her duties, encounter with an undercover officer or informant, when an officer is on break or is otherwise engaged in a personal activity, a person is undergoing a medical or psychological evaluation, procedure or treatment, person other than a suspect to a crime if an officer is wearing his/her issued or approved body-worn camera in a hospital, medical or mental health facility setting, unless responding to a call involving a suspect to a crime who is thought to be present in the facility, any private conversation to which the officer is not a party, or any telephonic conversation unless specifically authorized by law while in the performance of their official duties. At the end of their shift, all officers will be required to download any and all recordings of interactions with the public or arrests.

Again, we are in the early stages of building this policy as we have not yet ordered the BWCs. Once we get the equipment we need to make the BWCs operational, no part of this policy will be operational until all officers and supervisors have been fully trained according to CALEA standards and in the model policy set forth by the State of Connecticut.

General Manager Shanley explained that Manchester is one of 20 municipalities in the State that are accredited by CALEA.

Captain Palombizio then detailed the responsibilities of supervisors. Supervisors must ensure all BWCs are functional and officers are using them properly throughout their shifts. As we do with WatchGuard video cameras which are attached to the vehicles, shift commanders will do monthly compliance checks to ensure the BWCs are functioning properly and officers are in compliance while using them.
Chief Darby explained that there is an approximately 2-3 month lead time on delivery for these cameras, according to the manufacturer. The longer we wait to make the purchase, the longer it will take for delivery as more police departments across the country purchase these cameras.

Director Dougan appreciates all the work the Manchester Police Department does for this Town. She asked if officers can review the video data in order to assist in writing up reports. She asked if the camera doesn’t get turned off and there is a medical incident or an incident involving a minor if this information can be redacted so the public does not have access to the information. She asked if the body cameras have automatic activation under certain circumstances, like vehicle cameras do.

Chief Darby stated officers will have the ability to review the video data prior to writing reports, which is a State-wide policy. Part of this purchase includes redaction software which can be used to redact faces and voices if necessary. He explained that the dashboard cameras in vehicles activate automatically when the emergency lights are turned on and when a certain speed is reached. When an officer gets into the cruiser, they will put their BWC into a cradle which will pair it up to the dashcam in that vehicle. When the dashcam is activated, the BWC will also be activated.

Secretary Castillo asked if there is a central area where the cameras are being monitored or if it is just the responsibility of the individual officer to ensure their camera is working properly.

Chief Darby explained that at this time, there is not a central location for monitoring the cameras, but it is something that could be added to the policy. Currently, each shift lieutenant in the Patrol Division is responsible for auditing dashboard video to ensure officers are in compliance, and the same would be done for BWCs.

Secretary Castillo understands that MPD policy hasn’t been established yet, but she asked if they will be following a model policy. She also asked if there are any policies in place for an officer who forgets to turn the body camera on and if there would be situations where the BWCs would activate automatically if an officer draws their weapon or similar situation.

Chief Darby explained that the State of Connecticut has issued a model policy that MPD will follow. He is also waiting to see what comes out of the Special Session on dashcams and body cameras. We will review any policy changes prior to taking delivery on the body cameras. There will be some safeguards in place if an officer forgets to activate the body camera prior to an incident that will allow them to activate the camera’s pre-event feature which will go back to record a preconfigured period of time. Officers will be trained in how to activate cameras in stressful situations. There may be a time when an officer is not engaged with the public and something happens quickly which doesn’t allow time to turn the camera on, but as part of our firearms training, we will incorporate the use of cameras to help ensure officers activate them properly in stressful situations. He stated that, unfortunately, the WatchGuard system that we have does not have the ability to automatically activate when a weapon is drawn.

Director Bergin asked for clarification on the monthly compliance checks, and if the monthly compliance checks are for adherence to policy or activation of cameras. He also asked what remedial steps are in place if an officer is not in full compliance.

Captain Darby stated there are several body camera vendors, but we chose to go with WatchGuard because that is who we have the vehicle cameras through and the BWCs can be synced to vehicle cameras. We have been pleased with their service on the product we have. He stated other vendors may have this technology but then the BWCs wouldn’t be able to be synced to the vehicle cameras. He also stated that if we went with a new vendor for the BWCs, we would then have two separate cloud storage systems and two different software systems and we would not have the ability to sync up the cameras. The monthly
compliance checks are to ensure officers are logged into the system properly and have their microphones turned on. If an officer is not in compliance, they receive a counseling session and follow up training. If there were future violations, it would result in progressive discipline.

**Director Bergin** said it is important to recognize the good work and service of our local police officers. At this time of intense scrutiny, comments made can feel like vilifying and it is important not to vilify any individuals who are serving the Town in this capacity. The buy in of our officers is very important to any kind of change we make as a Town. He asked for clarification about the earlier comment made about a Director referring to officers as murderers, as he wasn’t aware of the comment being made.

**Chief Darby** stated that comment was made at a press conference and at last week’s Board of Directors’ meeting.

**Director Floyd-Cranford** is pleased to hear that MPD will be utilizing body cameras. As a Director, a Manchester resident and a person of color, in witnessing things like the George Floyd murder, people should not fear using proper terminology particularly as they see it. There are great, honorable police officers who protect and serve the community but there is another category of people who wear the badge who do things that are horrible, who do murder and stand behind the badge to do that. When she sees someone dishonor their badge and murder someone in the eyes of the entire world, she cannot put those murderers in the same category as law-abiding, honorable and decent police officers who protect and serve the community. She will not take back what she said and what she feels. There were police officer murderers dishonoring that badge. We will not let anyone silence us and stand back and say all police officers are wonderful. George Floyd was just one person whose life was taken. That’s why we want the body cameras, because we want people to see what communities of color have been living with and experiencing. She stated she would be happy to sit down with Chief Darby to discuss this further.

**Chief Darby** stated no one in the MPD will argue that George Floyd was murdered. That is not in dispute. He would be happy to meet with Director Floyd-Cranford on the incident that happened in Manchester on April 2\(^{nd}\), which is the incident that was referred to.

**Director Schain** asked Chief Darby to talk a little about what process would be in place for the public to access and view the footage if they requested it.

**Chief Darby** explained that we are bound by law to release any Freedom of Information requests. If we had any use of force incidents that occurred in Town that the public had questions about, we would have the ability to release the video. With the dash cams, we are limited to what happens in front of the vehicle. Once the officers have body cams, we will likely get a lot more requests for video footage and will release any FOI requests. We could also release any video footage that we feel the public needs to see in order to clarify police interactions.

**Vice Chair Jones** asked what our current compliance is with dashcams. She also asked what our retention policy is on keeping video and audio footage.

**Captain Grant** explained each shift Lieutenant is required to do a minimum of two WatchGuard video checks per personnel per month. The information is documented on a Video Compliance Report which is sent to the Support Services Division Commander. He does not have statistics on the officers’ compliance rate. The normal retention policy is 90-days but data is kept longer in some instances, DUIs for example which need to be adjudicated in court.
**Director Floyd-Cranford** asked if it is possible to adjust the pre-event time for BWCs. In regard to redacting information in the event someone is injured, she asked if family members would have access to the full video. She asked about dashcam footage from the Jose Soto shooting.

**Chief Darby** explained that the MPD is researching other police departments to find out what pre-event setting they use and what their history has been with this feature. The State may also have a specific requirement that we must adhere to. Redacted information is to protect people, but their family can view the full video as long as it complies with the law. Under FOI, witness statements are not admissible but under the model policy for bodycams, we are to videotape witness statements. He explained that dashcams are stationary and in a fixed position. During the Jose Soto incident there was only one dashcam facing the house. Not knowing where an incident could potentially happen, it would be difficult to face cruisers to the right position. Body cameras would give us the best view from the officer’s perspective.

**Director Floyd-Cranford** asked how many times an officer’s body camera could malfunction before they were retrained and what the consequence would be if there was an additional time.

**Chief Darby** explained if a body camera itself malfunctioned, than there wouldn’t be any culpability on the officer. If an officer fails to activate the body camera, that is a different issue, which is why compliance checks are done. Depending on the type of incident, if we do an audit and an officer is at a relatively minor complaint and it’s the first time they forget to activate the body camera, that may result in re-training. If the same officer has repeated failures to activate their camera, that is an issue that would be dealt with. Discipline would be in steps.

**Vice Chair Jones** asked what happens once Manchester policies are set, when a Manchester officer participates in CREST actions. She wondered how MPD policies would intersect with CREST policies. She also asked if officers from outside of Manchester respond to a CREST call in Manchester, if we would issue body cameras to them because they are operating in our jurisdiction.

**Chief Darby** explained that Manchester police officers operating on the CREST team would follow Manchester policies. Each department has their own body cameras and their own body camera policies, so officers from another town responding to a CREST call in Manchester would be governed by their town’s policies. At the time of the April 2nd CREST call, it was not a CREST policy for officers from agencies that had body cameras to wear them on CREST calls because not every agency had them. Since then, CREST has changed their policy. CREST members from a department that has body cameras would be required to wear them on all CREST calls. He anticipates a statewide body camera mandate to come out of the Special Session.

**Director Bergin** asked if body cameras are warrantied from the company they are being purchased from if they malfunction.

**Chief Darby** explained that extra body cameras would be purchased that could be used if a camera malfunctions.

**Mayor Moran** recalled a past issue with storage of data from body cameras. He asked if that was still an issue.

**Chief Darby** explained the issue is in the cost of data storage. Several years ago the State had grant money available to provide body cameras for police departments and several departments took advantage of that, but after year one when they were responsible for paying the storage fees some of the smaller agencies couldn’t afford to pay those costs. Manchester’s data storage fees are going to be approximately $100K per year. Storage is the most expensive part of body camera use.
3. Discussion of past participation in USDD 1033 program.

**General Manager Shanley** explained we have had very little participation in this program. We were offered a mine resistant vehicle in 2014 but we declined.

**Chief Darby** explained that in 2010, there was an active shooter incident that occurred at Hartford Distributors, Inc. and in 2011 there was a shooting on Courtland Street where a police officer was shot and the suspect had fired 100 rounds into a neighborhood. At that time, we had a 1970’s Air Force armored vehicle that was very unreliable. At Hartford Distributors Inc. we used the armored vehicle that we had to help evacuate victims from inside the building because we did not know where the suspect was at that time. We then used it on Courtland Street to evacuate officers that were in close proximity to the house and were pinned down by gunfire.

An armored vehicle is a necessity for law enforcement, not only to protect officers but to protect citizens. We have used this vehicle for incidents that have occurred in town and in surrounding towns where we have evacuated residents from neighborhoods because of armed suspects and we have evacuated children from a daycare center. A lot of people refer to these as tanks, but they are not tanks. They are armored vehicles that are offensive, not defensive, that protect our officers and community.

Through this military program, we applied for one of these surplus vehicles, realizing that the one we had was no longer reliable. In April of 2014, we were notified that a vehicle was available to us but by that time we had acquired an armored vehicle as a regional asset through the Capitol region’s police association through a federal grant. Since we no longer had the need for an MRAP vehicle, we signed that vehicle over to the Newington Police Department. Although it shows up as a Manchester asset, it was turned over to Newington.

The other part of the USDD program we utilize is our Infrared Illuminators (IR Illuminators), which are used by our CREST officers for night vision. The officers assigned to CREST who work in patrol have used the IR Illuminators in the past when searching for missing persons. It is a very valuable piece of equipment for helping us locate people whom we wouldn’t be able to see in the darkness without this technology. The Manchester Police Department also has 16 caliber rifles, old surplus military rifles utilized by our Honor Guard for ceremonial services but they are not capable of firing.

**Vice Chair Jones** asked how often this program is available and what the process is to acquire equipment. She also asked how often we are utilizing this program.

**Chief Darby** explained that requests can be made at any time through a designated website. Sergeant Roy, a former military officer, is the MPD coordinator for this program. If we are in need of specific equipment, Sergeant Roy will look on the website to see if it is available and put a request in for it. We have utilized this program to get supplies such as generators and lighting equipment for our traffic team. We have not used it in the past few years for any type of weaponry.

4. Manchester’s Fair and Impartial Policing Training

**Chief Darby** stated that all officers receive training for this in the academy. There is a 4-hour Cultural Awareness and Diversity training and a 6-hour Fair and Impartial Policing training. Every 3 years, police officers go through 40 hours of recertification training in order to maintain their certification, which includes 4 hours of Fair and Impartial Policing. Captain Grant and Lieutenant Laughlin are instructors for this training.
Captain Grant explained that in 2014, he and Lieutenant Laughlin went to a train the trainer course on Fair and Impartial Policing in Norwalk, Connecticut, in direct response to what we saw in the shooting of Michael Brown in Missouri. We wanted to ensure that all Manchester officers had this training. In 2015, we began a 4-hour training on this during the recertification process. We taught a course on de-escalation and fair and impartial policing in Green Bay, Wisconsin. We have also provided this training to the police explorers academy during the summer. We generally do between 2-8 hour block of training. We also went to FBI training and have gone to courses with the National Association of Black Law Enforcement Officers.

The goal of the training is to recognize your own biases. We talk about how bias affects our perceptions and behaviors, and discuss how to treat the public. We train on how bias impacts police in the community and the decisions that we make based on our biases. We talk about supporting procedural justice and police legitimacy. Police legitimacy is the trust that we develop with our community, which is very important. As long as we are honest, fair and impartial, then the community will feel that we are fair and they will give us their support. We look to reduce the influence of bias and to make sure that every officer comes home safely. We make sure that our biases don’t take over our actions and put us in an unsafe place. We also review race and crime association studies done by Dr. Joshua Corell in 2007. We do implicit bias training. The focus of what we train on is bias and how it affects what we do, and how to control those biases. We address this through implicit bias and positive contact with groups other than our own. We teach officers to go into communities with positive thinking. Our Police Area Representatives (PAR) program helps connect our officers with our communities. We do movie nights, coffee with a cop and other programs to support positive interaction between the police and the community. By doing this, we work to unarm stereotypes and gain the trust of the community.

In the training, we talk about the impact biased policing has on our community and the police department. We cover the history of policing. We talk about immigrants’ views of police and how their concepts on coming to this country which may affect how they feel when they encounter police. If we don’t understand their views, then we will be confused by their response when dealing with us. We need to ensure we gain their trust. We talk about helping people be good witnesses if they see burglaries or car break-ins. If we have legitimacy and the people in the community trust us, then they are going to call the police when something happens. We have contacts on our website asking and soliciting information from the public. We talk about cooperation and acceptance of decisions, so when an officer makes a decision to arrest or issue a ticket, legitimacy helps to minimize the conflict between the officer and the citizen. If they understand and respect what we are saying and we’re fair and just than they will more likely comply with us. We also review procedural justice, treating the community with dignity, respect and fairness, allowing people to tell their side and making decisions based on facts and not bias. We recognize that there is bias, but in this training we talk about ways to control that bias. We talk about how our body language tells most of the story. We can tell someone what we’d like them to do, but our body language can influence what that person will do. We hope to educate so that there is no fear of police. We talk about positive vs. negative interactions.

Lieutenant Laughlin thanked the Board of Directors for asking him to be here tonight. He loves his job, the Town and the people he works with. This is a program that he and Captain Grant talked about before they started teaching it, to try to figure out the best way to communicate our methods. What we are learning at this time of crisis in our country is that we need to talk about the issues that we are faced with at the federal, state and local levels. We cannot solve problems unless we talk about them. We do a lot of good things for this community. When we can get together with our community to discuss the issues, we can solve a lot.

Director Bergin asked how the training is assigned. He asked if the training is required locally or if it is determined by the State.
Lieutenant Laughlin explained that Connecticut State Police Officer Standards and Training Council (POST) mandate the credit hours that officers must go through every 3 years. We teach Fair and Impartial Policing training under cultural diversity.

Director Floyd-Cranford asked who evaluates the curriculum used and how often the curriculum is reviewed. She also asked if the curriculum is data-driven and evidence based. She asked how it is determined how effective the training is.

Lieutenant Laughlin explained the curriculum that he and Captain Grant teach is a nationally recognized standard of fair and impartial policing. It was created by Dr. Lorie Fridell in conjunction with Dr. Jennifer Eberhardt out of Stanford. It was recognized in President Obama’s report on policing as the gold standard for training. He and Captain Grant have also gone through other FBI courses on diversity and other issues. The train the trainer program was so ground breaking, that it was featured in a movie titled “Two Black Men a Week.”

The curriculum is data-driven and cites studies by Dr. Corell in 2007 and 2014 and research done by Dr. Eberhardt on race as it relates to police actions. Their material is used throughout the curriculum. As you know, any time you are dealing with data it can be subjective but we rely heavily on this data. In terms of how this training is received and the retention of data from the training, he doesn’t have the value to put to that, but he did note that he and Captain Grant are often recognized from the in-service training they do. Most in-service training is not very exciting, so to be recognized for teaching it is a testimony to the training.

Director Floyd-Cranford stated there are currently a lot of trainings on undoing racism. Implicit bias training is different from training on undoing racism as you are policing. Implicit bias is recognizing that you may see someone differently but that doesn’t necessarily prevent racism. She asked if there will be more training added to address this.

Captain Darby explained that in addition to POST training requirements, Manchester is looking into other training opportunities.

General Manager Shanley explained MPD leadership went through 3 days of training on diversity, equity and inclusion last fall. Every officer, and every Town employee, is scheduled for a 6-hour work session on Every Day Antiracism with Jamal Jimerson.

Vice Chair Jones would like to learn more about the training. She recently watched an interview with Dr. Eberhardt on bias. Some of the studies have shown that Black youth are perceived to be 4 ½ years older than their white peers, so a 9 year old could appear as a 13 year old and a 15 year old could be perceived as an adult. There are also studies that show when someone is tired, hungry or otherwise cognitively distracted that their bias has more of an opportunity to hinder what they might otherwise say are their stated beliefs and their behavior may be different. She asked how much of that is included in the training. Police officers often work long shifts or take on added shifts and she wonders how that plays into the possibility that the interaction is perhaps not what their stated values are and end up operating more from biases.

Lieutenant Laughlin stated cognitive impairment statistics do confirm that the error rate is higher in police officers when they were exposed to fatigue or stress. This is not currently a focal point in the training but it is something that should be looked at in law enforcement. We discuss how to ensure we make the best decisions when we are cognitively not at our best. He and Captain Grant teach eyewitness identification certified by POST. One of the things that they cover is that people are able to better identify
people that are of our same race. The ultimate goal is that we continue working toward becoming a more diverse department, to match the demographics in our community.

**Vice Chair Jones** stated Manchester should focus our energies around increasing and going beyond POST standards so that our officers have access to the best information available. There is research out of the University of Oregon around vulnerable decision points and teaching strategies for shifting away from biases. We should be looking at some of the data in the MPD around when we are seeing negative police interaction, for example if someone has been on shift for a long time.

**Captain Grant** explained that he and a group of peers, made up of dispatch, officers, civilians and supervisors, have had diversity discussions. We talk about the demographics of where we live, the towns we serve and towns or countries we come from. He stated he grew up in New York but has been in Manchester for almost 24 years and it has been a pleasure to serve at every level in the MPD. He recognized coming up as a young Black male that there are always things that can progress in policing and that over the years things need to change. MPD officers make an honest effort to make sure that we serve the community the best that we can. He stated there have been many positive changes since he joined the MPD. Our officers are devoted to the department and to the community. We have some difficulties in recruiting right now, but we value diversity and are working to ensure that everyone is represented. We would love to sit down with any Board member or anyone in the Town so that we can form a united front for the betterment of this community.

**Vice Chair Jones** is disappointed to hear the number of hours of pre-service training on human relations. She thinks we should explore that requirement more for Manchester officers. She is hopeful that we can establish some parameters so that more people feel supported in their interaction with members of the police department.

**Mayor Moran** said it is so important that we work together, citizens, government officials and police personnel, for the common good of Manchester. He recently read that learning to be antiracist is a reeducation process for some people. We must unlearn our racist condition to reeducate and recondition ourselves as antiracist. It is a journey and will be unfamiliar territory to some, but our goal is for this community to be antiracist.

5. **Emotionally Disturbed Persons call trends and other data**

**General Manager Shanley** explained that one of the issues that has come up nationally as well as in Connecticut is questioning whether or not law enforcement needs to be responding to calls regarding people who have emotional problems that are causing a disturbance. There has been a large increase over the last 15 years of these calls, somewhat related to a change in State policies.

**Chief Darby** stated the Town of Manchester has a significant number of group homes and facilities that call the police department on a regular basis to respond to mental health issues that have gone beyond the staff’s control. Group homes and facilities contracted for services by state and local agencies have a significant volume of calls for service that are reported to the police department. The police have a statutory obligation to respond to these calls for service. Some are calls for missing juveniles with mental health issues and some are for assaults reported to staff at a managed care facility between two elderly patients. Each year the number of calls of this nature has increased significantly. In 2009, there were 798 calls for police response for emotionally disturbed persons. In 2014, there were 1,177 calls and in 2019 there were 1,352 calls. In 2020, the numbers appear to be down but this is likely due to COVID-19, as there are less people out in public. These are calls that come in specifically for people who are having mental health episodes. These are the calls reported to dispatch as people in a mental health crisis. The total number of true mental health calls that MPD goes to is much higher.
In 2015, we began tracking calls for intoxicated, with substance abuse problems or other mental health issues. The majority of those intoxicated persons calls we go on are for people at the point where they are incapacitated or a danger to themselves and have to be admitted to the hospital for their own safety.

There has been a lot of discussion lately about whether police officers need to go to mental health calls. He does not feel that police need to go to every one of these calls, but the police are called because they are available 24-hours a day 7 days a week and can respond within minutes, rather than in hours or days if social workers are called to respond. There are some addresses that we are called to quite often. There was a group home on Hartford Road that we received 611 calls for service between 2015-2018. Community Health Resources (CHR), a mental health facility on Center Street, made 398 calls for service between 2017-2020 and from their other facility across the street there were 266 calls for service during this same timeframe. There may be some instances where it may be appropriate to call a mental health worker but often times the calls we receive are from mental health professionals. Regular meetings are held between police staff, Town staff and our mental health professionals in Town to talk about particular residents that we respond to or have significant interactions with, so we can get them the proper services.

Captain Grant explained that in 2010 he took over the Crisis Intervention Team (CIT). CIT officers receive 40 hours of training by Connecticut Alliance to Benefit Law Enforcement (CABLE). Approximately 75% of the MPD is trained in CIT. We have hired approximately 19 new officers over the last two years that haven’t been trained on this yet. Since 2010, we have implemented CIT meetings with CHR, 211, EMTS and MACC once a month to go over community events and incidences, in an attempt to collaborate information and try to find more long term solutions. The meetings also incorporate training.

Chief Darby explained that the MPD started with a new dispatch and records management system on July 1, 2019. With this new system, they are able to get much more accurate reports for calls and service. He reviewed the number of calls between 7/1/2019 to 6/30/2020 for emotionally disturbed persons and intoxicated persons. Calls are higher Monday-Friday than they are on the weekends. There has been talk of mental health workers responding to these calls, but these types of calls come in every day of the week and at various hours throughout the day. A lot of mental health facilities have normal business hours of 8:00-4:00 p.m. or 9:00-5:00 p.m. but many calls are received outside of those hours. If we implement a plan to use social workers, we would need people on-call or available days, evenings and weekends to be able to assist or handle some of these types of calls.

Director Bergin asked if there are times where the police respond to a call and then call clinicians to help with de-escalation of a situation.

Captain Grant gave the example of a domestic incident between a husband and wife. If one of the parties was taken away to the police station and the other parent was left behind with the child, there is a series of questions and instructions that the police officers ask the parent if they needed help to understand the process, and ask if they would be willing to participate in a program that would have them speak to a clinician who could give guidance to the child. If they accepted the service, they would follow up with a clinician a day or so after the event. There are also informational booklets that could be handed out to parents. If there was a death of a family member, we could call in clinicians to speak with the family. There have been instances where clinicians are called to a scene. He gave an example of a runaway, where someone in plain clothes can sometimes have a better effect than an officer. Sometimes we do a Police Emergency Examination Request (PEER) where we have the child go to the hospital for a mental health evaluation where we will call a clinician to help us.

Mayor Moran stated that he recalls a change in protocols for group homes where the calls for service decreased.
Chief Darby explained that when the MPD sees an increase in calls for service from a particular group home, they meet with that facility’s management to try to work on the problem, to ensure they have proper staff there to deal with the people who are in crisis and that they only call the police if the person is of danger to themselves or to the staff. This has been successful for several facilities in Town by having regular meetings with management to try to curtail some of the call activity.

Captain Grant explained they have also worked with DCF and with program directors from these facilities on their protocol for runaways. We changed the ages and parameters of which they would call the police and once new protocols were put in place, there was a significant decline in those calls for service. Having community officers meet regularly with CHR and 211 has been beneficial. Sometimes it is something we can handle through planning and policy changes.

General Manager Shanley asked Chief Darby to talk about how domestic violence calls are handled in direct partnership with Interval House.

Chief Darby stated there is a full time worker from Interval House who has office space in the MPD. She reviews all the domestic violence cases that we have and reaches out to victims of domestic violence to help them navigate the court system. She will assist victims in obtaining any protective orders or victim services that are needed. If there is a case where an arrest was not made, she will still reach out to the victim and let them know what services are available to them in the hope they can get some help before a situation escalates. It has been a very important partnership and great resource for the MPD.

General Manager Shanley explained that the MPD budget includes money to pay for the position.

Vice Chair Jones asked if representatives from Human Services are involved in the community interagency meetings, since many people are accessing services from a variety of agencies. She referred to the graph showing calls for service and noted that there are quite a few calls in the middle of the traditional work day. She asked if there has been discussion with the various agencies about protocols they have for staffing levels during these peak call periods.

Chief Darby explained they often work with Human Services on many different issues, including mental health, housing and homelessness.

Captain Grant explained that MPD works directly with Town staff from Senior, Adult and Family, Human Services, the Fire Department and other departments. The main problem is the coverage after hours. The coverage at night falls on CHR staff and they are limited when staffing goes down after hours, so they reach out to the MPD.

Captain Darby stated the question is if we have Town staff available during working hours would they be able to respond. That is a much larger conversation. When somebody calls the MPD, it is usually because an individual is in crisis and they need assistance. A dispatcher may not know how to properly triage that call to decide whether or not to send a police officer. A police officer needs to respond and then can call the appropriate resources once they are on the scene.

Mr. Cox, Human Services Director, stated Human Services staff has a very good relationship with MPD. They do get direct referrals from various agencies and work well with them to try to mitigate some of these issues. There can be more conversation around this but all of the players are working cooperatively to try to reduce some of the volume and mitigate some of the issues that we see.
Director Dougan asked how many officers respond to emotionally disturbed person (EDP) or intoxicated person calls, and what percentage of all calls does this group make up. She asked if one officer and one person in the social services field could respond or if that would decrease the safety level.

Chief Darby explained that typically two officers respond to these calls and depending on the location a supervisor may also respond. They always send two officers on these calls because the social worker wouldn’t have the training that an officer would have if the encounter went downhill. If there were social workers assigned to the MPD that could go on calls with officers, that would be one thing but a lot of the calls they get they have to respond right away. He does not know what percentage of calls are for EDP or intoxication but officers respond to a lot of calls where there are mental health issues involved but the calls were not identified as such.

6. Proposed Police Accountability Bill from the Legislature’s Judiciary Committee

General Manager Shanley stated this was added to the agenda because it was just released and he thought the Board of Directors might want the opportunity to discuss it. This bill contains a number of proposals that would address and supersede anything that we would do locally. Much of it we are already doing. One of the things we would need to have extensive discussion on is the elimination of qualified immunity for police officer actions.

Mayor Moran stated the Board of Directors has received a lot of requests for a civilian review board. We need to see what decisions the State makes before we can determine what to do in our community.

General Manager Shanley explained that we have guidelines that we must work within that could accommodate some form of a civilian review board. A civilian review board would be superseded by any State action. We should know by the end of July if the State is going to mandate Town actions. He suggested having a future meeting to discuss this topic.

Director Dougan stated that if we had a civilian review board, she would like the members to be POST educated. Members must have a tremendous amount of knowledge of the processes and procedures of a police officer. She wondered what that would cost of that would be and if the State would be willing to provide training for members. It’s a hard balance between wanting members to be civilians but the need for them to be educated in police policies.

Chief Darby stated for the past 18 months he has been meeting with community groups on a somewhat regular basis. There have been incidents that have come up over the past couple of months that he has held zoom meetings with community groups to discuss use of force issues, specifically an incident on Main Street. In this meeting, videos and police reports were viewed in response to issues they have brought up. We have worked hard to be transparent and to keep community groups informed.

Vice Chair Jones appreciates the summary provided on this topic. It is speculative at this point. She would welcome an opportunity to discuss this more after we see what impact the State’s decision will have on local policing.

General Manager Shanley stated a few years ago we had a significant problem with juvenile crime that was directly related to State action to solve a problem at the State level without thinking through what the impact would be to local police departments. There was also the decision to bring emotionally disturbed people out of institutions and into communities, well intended, but secondary and tertiary impacts fell to the local police departments. It is fair to say we may see quick action by the State that may have unforeseen consequences.
**Director Bergin** asked for clarification on what State action was taken regarding juvenile crime that had an impact locally. In regard to a civilian police review board locally, he doesn’t want us to wait for State action to continue these discussions. Much of this meeting agenda was initiated by the democratic caucus requesting data around policing policies and procedures, which the Chief and Captains have responded to. We will likely be preempted by the State’s decisions but we need to continue these conversations to get a better understanding of the challenges and operations of the Manchester Police Department.

**General Manager Shanley** explained there was an incident in a juvenile institution a few years ago and a subsequent State decision to no longer institutionalize juveniles in the same way. He agrees that the discussions should be continued to address additional questions from the Board of Directors. He has worked with a number of police agencies in a number of communities over the last 35 years, some very challenged. The Manchester Police Department is the best police department he has ever worked with. He doesn’t want to be misunderstood as saying that the State will handle these issues. He thinks that as a community we can address many of these topics better locally.

**Director Dougan** stated that the proposed police accountability bill talks specifically about how towns that have a higher concentration of minority residents need to recruit, retain and promote minority police officers, but we know how hard this town has been working to get more officers that reflect our community.

**Director Floyd-Cranford** stated 3 years ago a law was passed to increase the age of incarcerating youth, particularly looking at the high concentration of youth of color who were in juvenile facilities similar to prisons. Juveniles of color were being over policed. Increasing the age helped to give these young men of color a chance to remove the stigma of being incarcerated, and those who could be were put into group homes with support services. Manchester is now a very diverse community but our police force is not reflective of that. Even though recruitment efforts are being made, Manchester has educational barriers to getting on the force that other towns in Connecticut don’t have. That is what we need to look at. Manchester also has a criterion that appears to be exclusionary in the Fire Department because you have to be a paramedic in addition to being a fire fighter. We have to look at barriers that area systemic racism.

Numbers show there are a lot of people of color that cannot afford education. If you can’t afford to go to college to get the education that Manchester requires, than you will never be able to become a Manchester police officer. But you can become a police officer in East Hartford, Hartford or Bloomfield. We need to take an honest look at the barriers that stop us from being reflective of this town’s diversity. At last week’s meeting, she asked if education eradicates racism.

Once an officer is trained, how are we evaluating them? How do we know that the training has impact? Do we have evidence that it is working? When there is an incident, like the one on Main Street recently, we need to look at the race and ethnicity of the suspect and of the police officers. Is there one particular officer who tends to over police people of color? These are numbers that we need to honestly look at and this is how we can evaluate the effectiveness of training and educational levels. There is systemic racism that education will not eradicate. We need to have real honest conversations. In order for Manchester to have a police force that is reflective of our community, we need to look at the barriers that prevent this. Just because an officer has an associate’s degree doesn’t impact how they truly feel in their hearts and minds about people of color.

**Chief Darby** stated the incident on Main Street is being portrayed as excessive force being used by the officers. He gave case reports to members of the community group and they reviewed the video together. One of Director Floyd-Cranford’s relatives, a former State trooper, reviewed the video but reserved his comments to the end. The civilians watching the video were given the opportunity to provide their comments and came to the conclusion that the officers handled it appropriately.
Director Floyd-Cranford asked to see the breakdown of policing by statistics, so we can see if there is one particular officer who is involved in over policing people of color. We can’t do that without the data. There was an incident where an officer took the badge of a Latino officer and threw it on the ground and told him to fetch it. She asked what level of education that officer had. There is also a video of an officer being disrespectful to another law enforcement officer of color. Education is proven to be a barrier to hiring more people of color but is the education level really positively impacting racism?

Chief Darby will work with the Superintendent of Communications in the MPD to see if we can get that information. The incident where the Black gentleman was taken into custody on Main Street was because of two witnessed called to report a fight. The officers responded because it was reported that there was a violent encounter possibly going to happen. The suspect was in possession of an 8” butcher knife and that is why he was taken into custody. So, when looking at numbers, you can’t just look at the number of police interactions and the race of people they interact with. You also have to look at how the call came in and the information the officer had. It is a lot more than looking at raw numbers and trying to draw conclusions from that. We believe in holding people accountable and we believe in providing a professional service to everyone in Town regardless of their race and we will gladly investigate any complaints. MPD goes on over 60,000 calls a year and try to be as perfect as we can be and to treat everybody with respect and dignity. Our officers will be held accountable if there is an incident. He is open to further discussion.

Director Floyd-Cranford believes this is a case where a civilian review board could be used. It would be a place where people could feel comfortable making complaints. The current complaint process requires that a resident go to the MPD to file a complaint. With the civil unrest as it is now because of George Floyd and many other cases, many residents may not be comfortable going to the police department to file a complaint. Because of the history of people of color being on the wrong side of policing, many people of color do not reach out to the police because they are afraid to. We need to have community policing where the officers can identify with the culture of people in the community.

Captain Grant stated there have been a number of occasions over the past several years where Chief Darby has held officers accountable. Any time something is brought to his attention, he has been responsive. He has met with many residents who have come to him to voice a complaint. We continue to meet with community groups about these issues. People do have a natural fear of the police, not unlike many communities, but we have always held ourselves accountable when someone comes forward. He is available for anyone that has come to the Board of Directors to voice a complaint.

Secretary Castillo has heard residents’ complaints about discrimination by the MPD and their fear of speaking up. This is the time for us to come together to have difficult discussions. We need to involve everyone so that we can have some real change. Change is going to take place and we need to be ready for it.

Mayor Moran stated we are on a journey that sends us into unfamiliar territory and at times it will be uncomfortable.

7. Public Comment

Kendra Maas, 35 Phelps Road, asked how long the body cam video data would be stored. We want a record of interactions but also need to be very aware of privacy issues. She talked about police calls that could potentially be answered by social workers. The data showing total number of calls isn’t as useful as a breakdown of how much time police officers are spending on calls that could have been handled by a social worker. There is a huge amount of money in the Town’s budget for police vs. a small amount for Human Services.
In the UK, there is a 311 service to call for a social services worker. The caller would be the one who determines if they want police or social services to respond, taking the decision away from the dispatcher and putting it on the caller.

**Thomas Nagle**, 152 Briarwood Drive, stated we sometimes forget that our police officers are not only defenders of our community but they are a part of our community. The officers take a vow to protect the safety and welfare of others at the potential peril of their own lives. No other profession does this. He has confidence in the Manchester Police Department which has been nationally accredited since 1989. He was pleased to hear about the 8 Can’t Wait initiative at last week’s meeting, where Chief Darby specifically addressed each issue. He thanked the Chief and command staff for the great work they are doing. He fully supports the funding of body cameras. In regard to the proposed police accountability bill, we need to ensure there are no unintended consequences. He is concerned about removing any protections for law enforcement personnel. These men and women put their lives on the line for us. MPD has earned our trust and respect. Our officers should be set up for success through any decisions that we make because if they fail, we all fail and that is not an option.

**Mary Bugbee**, 127 Henry Street, is very proud to be a Manchester resident where Town officials are taking the concerns of our community seriously. She supports measures that will improve police accountability but does not support measures that result in appropriating more funds to the police at the expense of education, health and mental health services that are important for a strong, healthy and safe community. There is no evidence showing that implicit bias training changes behavior, including studies done with police. She does not support the appropriation of Town funds for implicit bias training. However, if these trainings are budget neutral, she doesn’t see a problem with having them. Even a weeklong training can’t undo a lifetime of being socialized in a white supremacist society. She is highly skeptical that trainings can solve the crisis of racist policing in this country. She is leery of accountability measures that rely on body cameras if they don’t come with real Legislative changes that bring accountability to police who racially profile, brutalize and murder civilians. Research shows that body cameras have not reduced police violence, however widespread use of cameras is recent and there are only a few years of data to determine their impact on police behavior. As long as we have provisions and collective bargaining agreements that shield police officers from consequences and Legislation and court decisions that provide qualified immunity to police officers, she has major misgivings about purchasing body cameras on a large scale when that money can be better spent elsewhere.

**Keren Prescott**, 75 Farm Drive, spoke about the difference between the incident on Main Street where a Black man was arrested and the incident where two white men were arrested for terrorizing three young boys. There is a clear difference in how the officers interacted with the Black man vs. the two white men. The Black man fit a description and as a result of him not answering questions the way the police liked it, the interaction escalated into him being arrested. She sees a big difference in how the suspects were handled. When we are talking about data, we need to make sure we are getting accurate data and that we also have a record of any complaints that come in on every officer. We need to look at how we reform the complaint process because it doesn’t make any sense for someone to come to the police to make a complaint about a police officer at the police station. We need to look at how those two situations were handled by the police and how a Black man was handled vs. how two white men were handled. It is hard to reform something if you don’t have accurate data to look at.

**Linda Harris**, 60 Brookfield Street, talked about data of complaints that are made, not related to traffic stops, based on the race of the person who is making the complaint and the race of the officer that the complaint was made against. She has been told that records are not kept based on the race of the individual who made the complaint. The other part of the complaint process that needs to be revised is that a complaint can be made to any officer in the police department or can be made to Captain Grant. Unless that person is not satisfied with the outcome of their discussion or if the person they make the complaint to
feels it needs to go further, that complaint does not go to Internal Affairs. Internal Affairs starts the tracking of complaints. If anyone approaches the police in any capacity at any point that discussion should be documented somewhere because the outcome should be tracked. She advocates strongly for keeping data on the race of the individuals who come forward and the race of the police officers. That is the only way we can truly know how significant the problem is.

Michael Mangene, 67 Princeton Street, stated it is rather unfortunate all the comments he is hearing from residents demonizing the police department. There have been a lot of comments talking about recruiting police officers of color. He is unsure how we will be able to do that when we are demonizing our police force. He appreciates how well the MPD serves this community. Many of us in this Town appreciate the work that they do.

Michael Morrissey, 239 East Middle Turnpike, has been a member of the MPD for the past 13 years and has been a member of the Manchester community for the past 12 years. He first thanked Chief Darby and command staff for their leadership during the difficult times of the pandemic and turbulent conduct toward law enforcement. He expressed his concern as a resident of this community about the perception of the police department. Members of the MPD are not afraid of oversight and in fact welcome it. When the Chief wanted to issue body cameras, there was no pushback from officers. We are not naïve enough to think we cannot improve. We work to improve every day and our training is second to none in this country. This is evidenced by our extremely low rate of use of force and the great compassion we show to residents, often at difficult times in their lives and in times of crisis. Nothing has shown the professionalism and dedication to public safety of the MPD more than the way we have protected the public’s right to safely assemble during the many recent demonstrations. He realizes people’s perception is their reality and doesn’t make light of that, however he has not seen any statistical or factual basis that shows racial bias by the MPD. He asks that this body take a deeper look at the MPD and make decisions on our work based on actions and not the perception of a few. If these matters were rooted in fact, this body should have taken up this perceived problem long ago. The idea of defunding or reducing the police budget will do nothing to improve the MPD. It will remove our most senior officers and eliminate training for officers that need it the most. He especially takes issue with any elected official characterizing any member of the MPD as a murderer. This is false and a perception not rooted in any fact. In summary, the MPD is a professional organization and any cuts to budgets should be thoughtful decisions rooted in fact, not based on emotion from a disturbing incident that took place in Minnesota.

Adam Pillsbury, 250 Fern Street, hopes the Board of Directors and residents appreciate the importance of having local law enforcement. Law enforcement is under such a negative light. We need to work on recruitment and retention of officers. He disagrees that education is not important. Regardless of race, education is important. The better trained and better educated officers we have responding to calls, the better off we are. Fair and impartial training and college education definitely help. With negative policing, he is worried about what generations to come are going to get out of law enforcement in the future. He hopes as a Town that we have a hand in what our law enforcement does in the community. It is important to move forward in a positive direction. He fully supports the MPD.

Mayor Moran asked how long the video camera data will be stored.

Captain Palombizio stated the required minimum to store video camera data is 90-days. Different types of calls will dictate how long the retention is, which is set by the State retention laws. We are in the early stages of setting this policy. We do have policies in place to ensure certain calls for service such as DUIs are retained for a longer period of time for adjudication purposes.
Mayor Moran thanked Chief Darby and his command staff for being here this evening. He also thanked the public for asking questions and participating in these important discussions. We will have more conversations in the coming months.

8. Adjournment

The meeting was adjourned until the August 4, 2020 Regular Meeting of the Board of Directors at 7:00 p.m. in the Lincoln Center Hearing Room.

Dougan/Schain 9 Voted in Favor

Adjournment: 10:50 p.m.

lgl

APPROVED: ATTEST:

______________________________
Secretary, Manchester Board of Directors
Town of Manchester
YOUTH SERVICE BUREAU

Date: July 13, 2020
To: Scott Shanley
    General Manager
CC: Chris Silver
    Director, Leisure, Families, and Recreation
From: Sharon Kozey
    Director, Youth Service Bureau
Re: Agenda Item for Board of Directors

Background
Manchester Youth Service Bureau will be sending children and youth to summer camps throughout the region with funds received from the Mayor’s Program for Manchester Youth and the SBM Charitable Foundation for the summer of 2020.

Discussion
Last year, the Youth Service Bureau sent 90 Manchester youth to camp at no charge to the camper with the money received from the Mayor’s Program for Manchester Youth and The SBM Charitable Foundation. Youth attended both overnight and day camps throughout the region. These youth would not have been able to afford these opportunities without these camperships.

This year, funding has again been received from the Mayor’s Program for Manchester Children and the SBM Charitable Foundation in the total amount of $20,000 ($10,000 from the Mayor’s Program for Manchester Children and $10,000 from SBM Charitable Foundation).

Mayor’s Program for Manchester Children - $10,000
SBM Charitable Foundation - $10,000

The total donation is in the amount of $20,000.

Financial Impact
This donation goes into a special donation account for use for summer camperships. There is no financial impact to the General Fund.

Recommendation
I request that this donation be appropriated by the Board of Directors.
February 14, 2020

Molly Devaney
158 Highwood Drive
Manchester, CT 06040

Dear Molly:

On behalf of the SBM Charitable Foundation ("SBMCF"), please find enclosed a "We're Pulling for You" grant in the amount of eleven thousand seven hundred dollars ($11,700.00) given to support the Mayors' Program for Manchester Children's summer camp scholarship program for low/moderate income Manchester children. Specifically, ten thousand dollars ($10,000.00) is to be used for camperships to the Channel 5 Kids Camp and other area summer camps in Connecticut only. It is the understanding of the SBMCF, per my discussion with you, that the Mayors' Program for Manchester Children will match the $10,000.00 in funding dollar for dollar to provide even more camperships in 2020. In addition, this grant includes one thousand seven hundred dollars ($1,700.00) which is a direct contribution to the Mayors' Program organization.

Prior to December 31, 2020, please have the Manchester Youth Services Department, which administers these camperships, provide the SBMCF with a written summary of the achievements realized through the use of this grant including how many children participated in the program throughout the summer, which camps were attended, the cost of each camp, and feedback from those children and their families. Please also include an accounting of how the one thousand seven dollars ($1,700.00) in funding was spent, as well as a detailed final organization budget for the full eleven thousand seven hundred dollars ($11,700.00) in funding.

In considering future grant requests, and being mindful of the present difficult economic environment, the SBMCF places more emphasis on the review of administrative costs of current and potential grant recipients. This review, along with the effectiveness of the services and quality of detailed feedback provided by each non-profit requesting support, will directly influence decision making in regard to future funding. We look forward to hearing from you prior to December 31, 2020, with an accounting of how your organization's current grant was spent.

The enclosed check must be cleared within 30 days of issuance; if the check is still outstanding at the end of that period, we will consider the grant as declined on your behalf. A reissue will not be made after that time period.

By accepting this grant, your organization agrees to have any publication that includes the SBMCF name, or any use of the SBMCF logo, approved by our Staff prior to release or printing of any material, and that a copy of any such material (including publications, press releases, posters, advertisements, etc.) will be sent by your organization to the SBMCF for our records. Please contact Kelley Gunther (860-533-1057, kgunther@sbmfoundation.org) for logo copies and/or approval of printed materials.

This is a direct donation to your organization with no goods or services inuring to the benefit of the SBMCF. Should you wish to acknowledge the gift, the acknowledgement should be made in the name of the "SBM Charitable Foundation".

Sincerely,

[Signature]

Doreen H. Downham
Executive Director

cc: Senator Steve Cassano
Sharon Keary
Heather Wluchowski /
TOWN OF MANCHESTER
DEPARTMENT OF LEISURE, FAMILY AND RECREATION
AGENDA ITEM SUBMISSION

To: Scott Shanley, General Manager

From: Chris Silver, Director of Leisure, Family and Recreation

Subject: August Agenda Item

Date: July 2, 2020

Background.

The Recreation Division’s Main Office received a reimbursement check for the pavilion at Charter Oak Park from the Manchester Rotary Club Foundation, Inc. in the amount of $20,000.00.

Discussion/Analysis.

Financial Impact.

Other Board/Commission Action.

Recommendations.

I am recommending that an item be placed on the Board’s August agenda accepting the reimbursement and appropriating $20,000.00 to account 30155000 7000 GR186.

Attachments.

Cc: Kimberly Lord, Director of Finance
    Donna Huot, Executive Assistant
Date: July 17, 2020
To: Scott Shanley, General Manager
From: Douglas McDonough, Library Director

Subject: Request for Board Acceptance and Appropriation of $8,185

Background.
The following donations have been received:

$50 from the Manchester Traveling Book Club
$25 from Margaret Dunn
$100 from the Ingleton Family
$60 from Jean, James and Scott Martin
$200 from the Manchester Lions Club
$50 from David and Eileen Quigley
$100 from Nathaniel Wilson
$25 from the Pi Chapter of the Alpha Delta Kappa Sorority
$200 from the Milan Cultural Association Inc.
$100 from Bruce and Elissa Breiling
$25 from Robert and Mary Joslin
$50 from the Connecticut Employees Union Independent
$50 from Lee Daigle
$50 from St. Teresa of Calcutta Parish Corp.
$15 from L.F. and J.K. Luciani
$20 from Rebecca Jensen
$25 from Carol Allen
$20 from J.R. and Theresa Curtiss
$20 from Maureen Butts
$7,000 from the Brin Family

Discussion/Analysis. These generous donations will be used to purchase books, along with promoting and conducting public programs.

Financial Impact. $8,185

Other Board/Commission Action. N/A

Recommendations.
Request that the Board of Directors accept with thanks and appropriate to the Library’s Trust Fund Account 755.

Attachments. Copy of memo and checks to Finance Department.

DM:aw
To: Manchester Board of Education

From: Matthew Geary, Superintendent of Schools

Subject: Item for Appropriation FY 19/21 Elementary and Secondary School Education Relief (ESSER) Funding

Date: July 7, 2020

Background: The United States Department of Education has approved the Department’s application for funding under the federal CARES Act, Elementary and Secondary School Education Relief (ESSER). The Department was awarded $111 million in funding, of which $11.1 million will be reserved for state-level activities, and the balance of $99.9 million will be distributed to local education agencies (LEAs) based on the proportion of Title I funding they received for fiscal year 2020.

Discussion/Analysis: The funding will be used toward support for districts as we consider next steps to continue to provide education in a way that is accessible, equitable and meaningful for the children we serve. The road to recovery for school districts will be unique to each district.

Financial Impact: None.

Other Board/Commission Action: None.

Recommendations: The Superintendent recommends that the Board of Education request the Board of Directors to establish an appropriation for FY19/21 Elementary and Secondary School Education Relief funding in the amount of 1,540,381.

Attachments: Award Letter & Budget.
<table>
<thead>
<tr>
<th>Grant Recipient</th>
<th>Grant Title</th>
<th>Award Information</th>
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| MANCHESTER PUBLIC SCHOOLS
45 NORTH SCHOOL STREET
MANCHESTER, CT 06040-2022 | EDUCATION STABILIZATION FUND | Grant Type: FEDERAL
Statute: P.L. 116-136 THE CARES ACT
CFDA #: 84.425D
SDE Project Code: SDE0000000000002 | 3/13/2020 - 9/30/2021 |

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<th>Education Staff</th>
<th>Authorized Funding</th>
<th>Terms and Conditions of Award</th>
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<tr>
<td>Program Manager: Marlene Padernacht 860-713-6568</td>
<td>Grant Amount: $1,540,381</td>
<td>This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.</td>
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<td>Payment &amp; Expenditure Inquiries: Jeffrey Lindgren 860-713-6624</td>
<td>Funding Status: Final</td>
<td>Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2019 and June 30, 2020 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2020. For grants awarded for two-year periods beginning July 1, 2019, final second-year budget revision requests covering the entire two-year period must be received at least 60 days prior to the expiration of the grant period but no later than February 1, 2021. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes. The following attachment(s) are incorporated by reference: ED114.</td>
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The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

These funds to be used for COVID-19 related expenses retroactive to March 13, 2020 through September 30, 2021.

This grant has been approved. 6/23/2020

Desi Nesmith
ED 114

**Fiscal Year:** 2020  
**Grantee Name:** MANCHESTER  
**Grant Title:** EDUCATION STABILIZATION FUND  
**Project Title:** ELEM, AND SECOND. SCHOOL EMERGENCY RELIEF FUND  
**Fund:** 12060  
**SPID:** 29571  
**Year:** 2020  
**PROG:** 82079  
**CF1:** 124137  
**CF2:**  
**Grant Period:** 3/13/2020 - 9/30/2021  
**Vendor ID:** 0077  

**Grantee:** 077-000  
**Funding Status:** Final  
**Vendor ID:** 00077

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**Authorized Amount:** $1,540,381

**Original Request Date:** 6/16/2020

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**Created On:** 6/23/2020

**This budget was approved by Marlene Padernacht on 6/23/2020.**

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<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,540,381</strong></td>
</tr>
</tbody>
</table>
TO: Scott Shanley, General Manager

FROM: Gary Anderson, Director of Planning
and Economic Development

DATE: July 27, 2020

RE: Broad Street Parkade Development Agreement with Manchester Parkade I LLC

At its August 4, 2020 regular meeting, the Board of Directors will be asked to approve a development agreement with Manchester Parkade I LLC, the team chosen to develop the former Broad Street Parkade property. The Manchester Redevelopment Agency and Town Staff believe this agreement provides the necessary municipal involvement to achieve the long-desired private redevelopment of the property, affords the developers the best opportunity to complete the project, and protects the Town’s long-term interests. If constructed as proposed, the development will have a long-lasting impact on Manchester.

Background

Private development of the Broad Street Parkade is central to the Town’s Broad Street Redevelopment Plan, adopted in 2009 and renewed by the Board of Directors in 2019, and supported by the Manchester taxpayers through bond referendums in 2009 and 2011. The Plan calls for mixed-use development on the Parkade property as an engine to generate economic vitality in the center of town, support surrounding existing businesses, and improve the general condition of the area to benefit the surrounding neighborhoods and Manchester as a whole. The great majority of the other recommendations in the Plan have been implemented over the last 10 years. Those include: Purchasing and removing the blighted Broad Street Parkade buildings; reconstructing Broad Street; connecting Center Springs Park to Broad Street; purchasing, demolishing and assessing the Nichols properties across the street from the Parkade; and adopting new zoning regulations to set the stage for attractive mixed-use development.

After the Town addressed the substantial legal hurdles that hindered development plans for the Parkade, the Redevelopment Agency published a request for proposals for development of the property last year. Manchester Parkade I LLC was recommended by the RDA and approved by the Board of Directors as the selected developer. The proposed agreement was then negotiated through a memorandum of understanding between the Town and Manchester Parkade I LLC. The version of the agreement before the Board is the result of that work, outlining the general project scope, timeline and responsibilities of both parties moving forward. The developer’s vision for the site has stayed consistent through that process and still aligns with the Redevelopment Plan and requirements of the RFP.
Development Details

The developer’s plan calls for a phased project of +/- $140 million in total construction cost and includes 139,000 sf of commercial (office and retail), 480 residential units, a hotel and additional live/work units. In addition, the developer will build out a microgrid at the site, allowing the site to power by generating electricity and heat through green energy (primarily fuel cells and solar). Fourteen (14) buildings are proposed and laid out in a way that is intended to create a compact, walkable community for residents, workers and visitors. The development would also create public spaces throughout, including the long-desired Bigelow Brook Greenway along the southern border of the property. The greenway, another of the Redevelopment Plan’s objectives, will ultimately link the Hockanum River trail network at Middle Turnpike with Center Springs Park and Downtown.

Phase I of the project is projected to include more than $50 million in private investment and includes all of the project infrastructure, including the energy plant, 26,000 sf of office space, 198 apartment units, 12,000 sf of retail and additional live/work units. Phase I is contemplated to be completed over the first two years of the project.

Economic Benefit and Financial Analysis

A development of this scale would have a major impact on the Broad Street area, and on all of Manchester. If constructed as proposed, this would be the largest development project in Manchester since the Shoppes at Buckland Hills in the 1980s. It would result in new tax revenue, jobs, economic activity, community amenities and improved physical conditions.

The Town’s consultant on the Parkade, Goman & York completed a financial analysis of the proposed Parkade project. That report, enclosed, indicates significant positive economic for the Town. These projected benefits include:

- Tax revenue generated by Phase I of the development is projected to be in the hundreds of thousands of dollars.
- Tax revenue generated by the entire development is projected to be in the millions of dollars.
- The development (even only Phase I) will have a significant and long-lasting positive impact on the Broad Street area and the broader Manchester community.
- The development will have a positive impact on job creation, consumer spending and property values. Phase I of the development (including the proposed hotel) is projected to generate 300 permanent jobs and over 300 construction jobs.
- Municipal participation (tax agreement and infrastructure assistance) is necessary to reach the ROI (return on investment) necessary to attract investors.
• The 100% abatement for the first year of a tax agreement is critical in getting the development off the ground

Agreement Summary

1. Structure and Phasing
   The agreement proposes a condominium structure to the development, to occur over three phases. At the preliminary real estate closing, the Parkade property would be split into individual condominiums. The developer would obtain ownership of the microgrid and common elements. The Town would maintain ownership of the rest of the property until plans and permits for each building are completed. Each condominium would then be sold to the developer as building permits are applied for.

2. Purchase Price
   The purchase price for the entire property (which includes 296, 324, 330, 334, 340 Broad Street, 418 Middle Turnpike West and a portion of Green Manor Boulevard) is $1.7 million. This price has stayed consistent since the developer’s response to the Redevelopment Agency’s Request for Proposals. This amount would be paid in segments as the project progresses and invested directly into Green Manor Blvd., the Bigelow Brook Greenway and other portions of the project infrastructure.

3. Infrastructure
   The development agreement includes an infrastructure fund be set up to complete shared elements including reconstruction of Green Manor Blvd and development of the Bigelow Brook Greenway. The developer’s condominium payments would go directly into this fund and would be used to pay for these improvements. The developer will be responsible for the balance of the infrastructure, including the microgrid, utilities, and internal streets and sidewalks. Green Manor Blvd, internal streets, public spaces, sidewalks and the Greenway will be privately owned and maintained, however public access will be preserved.

4. Tax Assessment Agreement and Town Participation
   The developer has requested a tax assessment agreement in order to make the project financially viable. The proposed agreement is split into three parts, one for each phase of the project. The agreement for the first Phase would be for seven years, Phase II would be six years and Phase II would be five years. In line with previous tax assessment agreements the Town has signed, the benefit to the developer is reduced each year of the agreement until 100% of the real estate taxes are paid. As a Town-owned property, the Parkade does not currently generate any property tax revenue. This agreement will allow the Town to begin receiving property tax revenue in the second year of the agreement (the 2022 grand list). Additionally, the agreement does not include personal property,
which would be assessed in full and the developer has proposed PILOT payments for electricity generation and related infrastructure. Those rates are being finalized but will result in additional revenue for the Town.

The agreement reduces building permit fees and provides for a tipping fee rebate at the Manchester landfill for project-related construction waste. No soil, foundation remains or other items currently on site will be accepted at the landfill.

5. **Town Protections**
   The agreement has several safeguards built in to ensure the development occurs as planned and if it does not, the ability to either nullify the agreement or take the land back. Most notably, the sale structure provides that the Town holds each condominium until the developer is ready to build on it, limiting the risk that the property is transferred and remains undeveloped. Once transferred the agreement does give the Town authority to take action if the developer does not meet specific benchmarks. Actions range from altering or nullifying the agreement to taking back the property. Finally, as with all sizable developments that include public improvements, the developer will be responsible to post a performance bond to cover the cost of those improvements.

**Next Steps**

While working with Town staff on the details of the agreement, Manchester Parkade I LLC has also completed fully surveyed and engineered site plans, and has worked closely with staff to proactively address zoning, infrastructure, and other technical issues in advance of submitting land use applications. If the Board approves this agreement, their development team is prepared to submit the necessary land use applications and plans immediately.

**Summary**

Redevelopment of the Broad Street Parkade has been an economic development priority for over a decade. The agreement before the Board offers the opportunity to see the property developed as envisioned in the Broad Street Redevelopment Plan and subsequent plans and initiatives. Manchester, along with the State and the Nation, faces uncertain economic times as we recover from the current COVID-19 pandemic. However the principals of Manchester Parkade I have expressed confidence in their ability to complete the project, even within the current and near-future economic context. If approved, the agreement provides the developer the opportunity to complete a transformative, lasting project in Manchester. It will then be up to Manchester Parkade I LLC to execute.
Tax Abatement Feasibility Study: Manchester Parkade Redevelopment

296-340 Broad Street Manchester CT
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<th>Section</th>
<th>Page</th>
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<td>Assignment and Project Overview</td>
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<td>Review of Development Proposals</td>
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<td>Economic Impact Analysis</td>
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<td>Fiscal Impact Analysis</td>
<td>24</td>
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<tr>
<td>APPENDIX: Supplemental Pro forma Financial Workbooks</td>
<td>31</td>
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</table>
Executive Summary
Executive Summary
Review of Development Proposal

Goman+York reviewed the proposal by Manchester Parkade I, LLC (the “developer”) submitted to the Town of Manchester. Additionally, we conducted our own, independent financial model of the proposed development, informed by industry standard metrics and our own proprietary research.

Simply stated, the project would not be viable without a tax abatement. The typical desired Returns on Investment (ROI) for this type of development range between 12 and 18 per cent.

Public incentives such as tax abatements are necessary to achieve the returns required to attract the needed equity capital; otherwise, the project may not get built.

The improved rates of return resulting from the tax abatement would make the proposed development more attractive to investors and more likely to be successful.

Finally, if Phase 1 is not successful, it is unlikely that subsequent phases would be achieved. The completed project (Phases 1, 2 and 3) carries a much larger (+55% compared to just Phase 1) positive fiscal impact to the Town of Manchester. Municipal support will be critical to ensure the long-term success of the full project as envisioned and provide the greatest economic benefit to the Town.

Phase 1 Return on Investment – Without Tax Abatement
- 6.5% project IRR and 9.3% equity IRR (developer assumptions)
- 6.2% project IRR and 8.4% equity IRR (Goman+York assumptions)

Phase 1 Return on Investment – With Tax Abatement
- 7.1% project IRR and 11.0% IRR on Equity (developer assumptions)
- 6.8% project IRR and 10.1% IRR on Equity (Goman+York assumptions)

All Phases Return on Investment – Without Tax Abatement
- 7.1% project IRR and 11.1% IRR on Equity (developer assumptions)
- 6.7% project IRR and 10.2% IRR on Equity (Goman+York assumptions)

All Phases Return on Investment – With Tax Abatement
- 7.5% project IRR and 13.5% IRR on Equity (developer assumptions)
- 7.2% project IRR and 12.2% IRR on Equity (Goman+York assumptions)

<table>
<thead>
<tr>
<th>Proposed Tax Abatement Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
</tr>
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</tr>
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<td>7</td>
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<tr>
<td>8</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10+</td>
</tr>
</tbody>
</table>
Executive Summary

Economic Impact Job Creation & Consumer Spending

**Construction Jobs (FTE) & Permanent Jobs (FTE)**

- **200** Commercial
- **184** Residential
- **300** Total permanent FTE jobs created directly from redevelopment:
  - **60-80** New, permanent, on-site FTE jobs created:
  - **30-50** New, permanent, surrounding area FTE jobs created:

**New Permanent Jobs (FTE)**

- **40** Due to Relocations
- **70** Due to New Product (Hotel and Residential)

**Positive Economic Impact**

- **$0**
- **$500,000**
- **$1,000,000**
- **$1,500,000**
- **$2,000,000**

**Phase 1**

- **$0** (Employees)
- **$500,000** (Residents)

**Phases 2 and 3**

- **$500,000** (Employees)
- **$1,500,000** (Residents)

**All Phases Total**

- **$2,000,000** (Employees)
- **$5,000,000** (Residents)

**Local Consumer Spending**

**Economic Impact – Job Creation**

Total permanent FTE jobs created directly from redevelopment:

- **300**

New, permanent, on-site FTE jobs created:

- **60-80**

New, permanent, surrounding area FTE jobs created:

- **30-50**

**GOMAN + YORK**

Tax Abatement Feasibility Study: Manchester Parkade Redevelopment
**Executive Summary**

*Municipal Fiscal Impact*

**Net Fiscal Impact – Findings & Conclusion**

As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one as a result of the 100% tax abatement.

However, for years two through seven, the development is fiscally positive, starting at +$96,813 in year two to +$1,501,181 in year seven. Once the tax abatement expires, the positive impact improves to +$1,765,386 per year for years eight and beyond.

**Net Fiscal Impact – Findings & Conclusion**

As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one, resulting from the 100% tax abatement on Phases 1. The 100% abatements for Phases 2 & 3 will offset by the positive tax revenues from Phase 1.

In total, the first five years are a net positive +$1,723,723 in taxes. After all tax abatements are finished in year 10, the completed project is net +$3,903,668 positive per year.
The Assignment
296-340 Broad Street Manchester CT

Goman+York was engaged to provide a preliminary analysis to determine the costs and benefits to the Town of Manchester related to the potential provision of a property tax abatement for a proposed development for 296-340 Broad Street. Our analysis includes:

1. A review of the development cost pro forma and any related Information, as provided by the Town of Manchester,
2. A review of the pro forma Operating Statement for the completed project, as provided by the developer or the Town of Manchester. In the absence of pro forma operating information, G+Y will provide our best estimate of Net Operating Income for purposes of project valuation,
3. Creating a valuation analysis of the completed project, based upon the available information,
4. Estimating the costs to the Town of providing a tax abatement,
5. Estimating the net increase in property taxes that the Town can reasonably expect to receive from the new development,
6. Estimating the anticipated impact on the assessed value of properties surrounding the new development and the resultant increase in property taxes.
Development Proposal

Full build-out
Development Proposal

Phase 1

**Building 10 - HOTEL**
- 120 units
- 3 floors
- 57,000 SF total area
- 120 parking spots

**Building 11 - ENERGY GENERATION**
- 1 floor
- 5,000 SF total

**Building 12 - OFFICE**
- 19,000 SF
- 2 floors
- 38 parking spots

**Building 13 - OFFICE**
- 26,000 SF
- 2 floors
- 52 parking spots

**Building 14 - RESIDENTIAL**
- 174 units
- 3 floors
- 208,500 SF total area
- 238 parking spots

**Building 15 - MIXED USE**
- RETAIL:
  - 12,000 SF
  - 1 floor
  - 30 parking spots
- RESIDENTIAL:
  - 24 units
  - 2 floors
  - 32,000 SF total area
  - 36 parking spots
Conceptual Rendering of the Completed Redevelopment

All Phases
Review of Development Proposal
Why is Municipal Government Support Necessary?

Real estate developments must achieve high returns to be attractive to investors
- Typical desired Return on Investment (ROI) = 12 - 18%
- Public incentives such as tax abatements are necessary to achieve the returns required to attract the required equity capital; otherwise, the project may not get built

The higher return on Investment:
- Reflects the risks of real estate development vs. alternative investments
- Is a common issue in older urban markets, smaller cities, particularly in the Northeast
- Required returns vary by the conditions of the market:
  - growth and affluence
  - urban vs. suburban
Review of Development Cost Pro forma

Provided by Manchester Parkade I, LLC (developer)

In analyzing the necessity of a tax abatement for the proposed Parkade redevelopment project, Goman+York examined the expected valuation and projected returns.

The developer’s proposal included only hard construction costs without expected land and soft costs. Goman+York produced two prospective financial pro forma models; one utilizing the hard construction costs provided by the developer with other costs estimated by Goman+York and another utilizing Goman+York’s total cost expectations. Each model includes a detailed development cost structure and a 15-year operating timeline.

Goman+York finds that Phase 1 of the proposed redevelopment represents the highest investment risk, largely as the result of the initial required infrastructure improvements, amounting to an estimated $15 million in hard construction costs. This is not unusual in projects of this scale.

See appendix for Supplemental Pro forma Financial Workbook.
Review of Pro forma Operating Statement

Phase 1

Assumptions Without a Tax Abatement
Goman+York used prevailing market rates for rental rates across the use categories of the redevelopment project. The retail & office rents were assumed to establish a new upper end of the Middle Turnpike & Broad Street corridor market. Residential rental rates were estimated at an average of $2.10 per square foot per month.

Without the tax abatement, the stabilized operating statement shows an overall Net Operating Income (NOI) of approximately $6.5 million. This provides a current day valuation of approximately $108 million, roughly equivalent to the overall cost of the project.

Calculating the Need for a Tax Abatement
When examining the project over a longer 15-year holding period with the proposed tax abatements, we observe:

• 7.1% project IRR and 11.0% equity IRR (developer assumptions)
• 6.7% project IRR and 10.1% equity IRR (Goman+York assumptions)

Low returns such as these indicate the project may have difficulty finding investors.

Proposed Tax Abatement Structure
Given the size of the Phase 1 project and expected infrastructure expenses, Goman+York applied a tax abatement structure of:

• 100%: Year 1
• 85%: Year 2
• 70%: Year 3
• 55%: Year 4
• 40%: Year 5
• 25%: Year 6
• 10%: Year 7
• 0%: Years 8+

<table>
<thead>
<tr>
<th>Income: Rental Unit Descr.</th>
<th>Units</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Use Retail $/Sq. Ft.</td>
<td>24</td>
<td>288,000</td>
</tr>
<tr>
<td>Residential $/Sq. Ft.</td>
<td>25.2</td>
<td>7,323,120</td>
</tr>
<tr>
<td>Hotel $/Room Night</td>
<td>120</td>
<td>5,256,000</td>
</tr>
<tr>
<td>Office $/Sq. Ft.</td>
<td>24</td>
<td>744,000</td>
</tr>
<tr>
<td>CAM $/Sq. Ft.</td>
<td>11</td>
<td>819,831</td>
</tr>
</tbody>
</table>

Income: Total Rental 14,430,951

Gross Rental Income 12,152,955

Operating Expenses:

| Residential - Oper. Ex % | 30% | 2,196,936 |
| Residential - Taxes $ | | 1,055,219 |
| Commercial - Oper. Exp. $/Sq. Ft. | 3.00 | 93,000 |
| Commercial - Property Taxes $/Sq. Ft. | 8.00 | 726,831 |
| Hotel Expenses % | 30% | 1,576,800 |

Gross Operating Expenses 5,648,786

Net Operating Income (NOI) 6,504,169

Stabilized Valuation Cap. Rate 6.00% 108,402,817

Debt Service - Permanent Loan (5,539,493)

Net Cash Flow - Annual 964,676
In addition to analyzing Phase 1 as a stand-alone project, Goman+York also examined the project at full build-out.

As with Phase 1, two cost estimates were produced, one using the developer’s assumptions and one using those derived by Goman+York. Since most site costs are expected to be completed as part of Phase 1, the land and site costs were projected to remain unchanged for subsequent phases.

Overall, the two estimates of project cost are approximately similar, with Goman+York’s numbers being slightly more conservative.

<table>
<thead>
<tr>
<th>Goman+York Costs - All Phases</th>
<th>Total</th>
<th>Per Sq. Ft.</th>
<th>Diff. vs Dev.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land &amp; Site Costs</td>
<td>$8,542,188</td>
<td>$10.65</td>
<td>0%</td>
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<tr>
<td>Construction Costs</td>
<td>$138,091,754</td>
<td>$172.16</td>
<td>+3.80%</td>
</tr>
<tr>
<td>Soft Costs</td>
<td>$22,772,069</td>
<td>$28.39</td>
<td>+3.61%</td>
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<td>Financing &amp; Leasing Costs</td>
<td>$14,647,822</td>
<td>$18.26</td>
<td>+2.58%</td>
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<tr>
<td>Developer Fees</td>
<td>$8,234,548</td>
<td>$10.27</td>
<td>+3.73%</td>
</tr>
<tr>
<td><strong>Total Development Cost</strong></td>
<td><strong>$192,288,380</strong></td>
<td><strong>$239.73</strong></td>
<td><strong>+2.65%</strong></td>
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<table>
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<th>Developer Costs - All Phases</th>
<th>Total</th>
<th>Per Sq. Ft.</th>
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<tbody>
<tr>
<td>Land &amp; Site Costs</td>
<td>$8,542,188</td>
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<tr>
<td>Construction Costs</td>
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<tr>
<td>Soft Costs</td>
<td>$21,975,183</td>
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<td>Financing &amp; Leasing Costs</td>
<td>$14,278,438</td>
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<tr>
<td>Developer Fees</td>
<td>$7,941,724</td>
<td>$9.90</td>
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<tr>
<td><strong>Total Development Cost</strong></td>
<td><strong>$185,769,694</strong></td>
<td><strong>231.60</strong></td>
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As anticipated, the financial viability of the project improves upon with the completion of all phases.

Without a tax abatement, our estimate of the stabilized operating statement for the entire project (phases 1, 2, 3) indicates an overall Net Operating Income (NOI) of approximately $12.2 million. This provides a current day valuation of approximately $204 million, compared to an overall project cost of $186.7 million across all phases.

When examining the project over a longer, 15-year holding period, with a tax abatement structure, the rates of return improve to:

- 7.5% project IRR and 13.4% IRR on Equity (developer assumptions)
- 7.2% project IRR and 12.2% IRR on Equity (Goman+York assumptions)

The improved rates of return resulting from the tax abatement would make the proposed development more attractive to investors and more likely to be successful.

### Proposed Tax Abatement Amounts

<table>
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<tr>
<th>Years</th>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
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<tbody>
<tr>
<td>1</td>
<td>100%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>85%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>70%</td>
<td>100%</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>55%</td>
<td>85%</td>
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</tr>
<tr>
<td>5</td>
<td>40%</td>
<td>70%</td>
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<td>6</td>
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<td>7</td>
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<td>70%</td>
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<td>25%</td>
<td>55%</td>
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<td>9</td>
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<tr>
<td>10+</td>
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<td>0%</td>
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### Income: Rental

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<tr>
<th>Unit Descr.</th>
<th>Units</th>
<th>$ Amount</th>
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<tbody>
<tr>
<td>Mixed Use Retail $/Sq. Ft.</td>
<td>24</td>
<td>1,032,000</td>
</tr>
<tr>
<td>Residential $/Sq. Ft.</td>
<td>25.2</td>
<td>15,475,320</td>
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<tr>
<td>Hotel $/Room Night</td>
<td>120</td>
<td>5,256,000</td>
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<tr>
<td>Office $/Sq. Ft.</td>
<td>24</td>
<td>1,992,000</td>
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<tr>
<td>CAM $/Sq. Ft.</td>
<td>11</td>
<td>1,522,978</td>
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### Income: Total Rental

- Residential Vacancy Loss % 5% (773,766)
- Retail/Office Vacancy Loss % 7% (211,680)
- Hotel Vacancy Loss % 35% (1,839,600)

**Gross Rental Income**

22,316,274

### Operating Expenses:

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>%</th>
<th>$ Amount</th>
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<tbody>
<tr>
<td>Residential - Oper. Ex</td>
<td>30%</td>
<td>4,642,596</td>
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<tr>
<td>Residential - Taxes</td>
<td>$</td>
<td>2,478,231</td>
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<tr>
<td>Commercial - Oper. Exp. $/Sq. Ft.</td>
<td>3.00</td>
<td>378,000</td>
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<tr>
<td>Commercial - Property Taxes $/Sq. Ft.</td>
<td>8.00</td>
<td>1,144,978</td>
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<tr>
<td>Hotel Expenses %</td>
<td>30%</td>
<td>1,576,800</td>
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**Gross Operating Expenses**

10,220,605

**Net Operating Income (NOI)**

12,232,647

**Stabilized Valuation**

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<th>Cap. Rate</th>
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<tr>
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**Debt Service - Permanent Loan**

(10,418,344)

**Net Cash Flow - Annual**

1,814,303
Economic Impact Analysis
Economic Impact Analysis

*Methods*

**Assumptions - Construction and Permanent Jobs Impact:**

To estimate construction jobs created (and/or sustained) by commercial and residential development (construction) we use a multiplier of 9.4 labor hours per $1,000 of total construction cost (total project cost less the soft costs).

- **Calculation:** construction cost multiplied by labor hours of 9.4 hours per $1,000 construction cost and divided by 2,000 hours (average full-time hours worked per year) equals the total number of construction jobs created and/or sustained. For example, if the construction costs are estimated at $10,000,000 x 9.4 (labor hour multiplier) = $94,000,000 / 1,000 (per $1,000 construction cost) = 94,000 hours / 2,000 (full-time employment hours)

To estimate permanent jobs created (and/or sustained) by commercial and residential development we utilized industry standards for employment per square foot (commercial office and retail), staffing per room (hotel), and derived multipliers from the National Association of Homebuilders (2015) study on the local economic impact of multi-family housing development.

**Assumptions - Consumer Spending and Local Area Impact:**

- **Household Income:** Renter Median Household Income for Manchester (Source: US Census or ESRI) adjusted by Goman+York for the housing product and price point. Our adjusted household income is $55,000.

- **Disposable Income (Spending Power):** We calculate disposable income based on a 22% average income tax rate (10.8% federal income, 4.0% CT income, 5.8% Social Security, 1.4% Medicare). Therefore, a renter household making $55,000 a year would have $42,900 in discretionary spending (minus 22% of tax rate). We assume 30% disposable income for a total of $12,870 per household.

- **Disposable Income – Local Share Spending:** Using the 30% of household disposable income, we allocate 30% of disposable household income for local (in Manchester) spending.
Economic Impact Analysis

Multipliers & Calculations

Economic Impact

The aim of our economic impact assessment is to provide the Town of Manchester with a reasonable estimate of the economic impact of the redevelopment of the Manchester Parkade site. To accomplish this, we utilize economic development research studies and sources to develop multipliers that allow us to estimate job creation, consumer spending, and impacts on surrounding property values.

Construction Jobs

To calculate the construction jobs created by the commercial office, retail, and hotel development we use a multiplier of 9.4 labor hours per $1,000 of construction costs. The total labor hours are then divided by 2,000 hours (the average full-time hours worked per year) to estimate the total number of full-time equivalent construction jobs created and/or sustained by the proposed development.

Per the developer’s (Manchester Parkade I LLC) pro forma financials, buildings 10, 11, 12, 13, and 15 (also known as Phase 1) all include commercial space (office, retail, or hotel) that totals to $31,350,000 in hard costs. We multiplied the hard costs of $31,350,000 by 1.25 to account for soft costs, resulting in a total construction cost of $39,187,500.

The calculation follows, total construction costs of $34,375,000 x 9.4 (labor hour multiplier) = $368,362,500 / 1,000 (per $1,000 construction cost) = 368,362.5 hours / 2,000 (1-year full-time employment hours) = 184 full-time equivalent (FTE) construction jobs to be created and/or sustained during the construction period of the commercial office, retail, and hotel space.

For the construction of the 198 proposed residential apartment units, we start by using the findings of a study by the National Association of Home Builders (2012) that found the construction of 100 multi-family units creates 165 construction jobs. Multiplied by 2, to account for the 198 proposed residential units, the findings of the NAHB study would estimate 330 construction jobs created. Next, we compare the construction jobs estimated by the NAHB findings to our labor hours and construction cost multiplier used above.

Per the developers pro forma, buildings 14 and 15 include residential units that total $34,050,000 in hard costs. We multiplied the hard costs of $34,050,000 by 1.25 to account for soft costs, resulting in a total construction cost of $42,562,500. The calculation, total construction costs of $42,562,500 x 9.4 (labor hour multiplier) = $400,087,500 / $1,000 (per $1,000 of construction cost) = 400,087 hours / 2,000 (1-year full-time employment hours) = 200 full-time equivalent (FTE) construction jobs to be created and/or sustained during the construction period of the residential apartments. Being conservative in our work, we believe the 200 FTE construction jobs is a more realistic estimate. Combined, we estimate that Phase One construction will create and/or sustain 384 construction jobs.

Permanent Jobs

To calculate the permanent jobs created, we utilize several sources and industry standards for each use (commercial office, retail, hotel, and residential apartments) that is included in Phase One of the development. For commercial office space, an employee typically occupies between 175 and 225 square feet of floor area. Therefore, using 200 square feet per employee, we estimate that the 45,000 square feet of proposed office space will house approximately 225 employees (or jobs). This is not to say that these are new jobs created but is the total number of jobs expected to be associated with the commercial office space.

For retail uses, the industry estimates approximately one employee per 400 square feet of retail space. Therefore, with 12,000 square feet of proposed retail space, we estimate a total of 30 retail jobs. However, restaurants have higher staffing requirements than retail. Therefore, if the 12,000 square feet of retail were to include a full-service casual dining establishment, we estimate an additional 20 to 30 jobs.

The typical budget or business class hotel with between 60 and 120 rooms does not typically require large staffing levels, due to the limited level of services provided. For a 60-room hotel, staffing can be a few as 10 full-time and three part-time positions. For a 120-room hotel, we estimate 24 full-time jobs and 6 part-time jobs.

For the residential use, the 198 residential apartment units in phase 1, we would not expect more than one or two direct full-time on-site jobs. However, the NAHB (2015) study found that 100 newly constructed apartments create and sustain approximately 50 jobs in year two (and beyond). These jobs would include facilities management and maintenance and the spillover (spending) into surrounding businesses from the new residents. Therefore, we conservatively estimate 50 jobs created from the 198 residential units on-site and in the surrounding area.

Total Permanent Jobs

Based on the estimates above, we conclude that the Phase One redevelopment will result in approximately 300 jobs on-site. It is also likely that the retail and hotel jobs will be newly created jobs, while the commercial office jobs are most likely to be relocation of existing jobs. Therefore, we estimate approximately 60 to 80 new jobs will be created on-site. In addition, we estimate that the 198 residential units will result in an additional 30 to 50 jobs being created and/or sustained in the surrounding area.
Economic Impact Analysis

Phase 1 Estimates

<table>
<thead>
<tr>
<th>Construction Jobs (FTE)</th>
<th>Permanent Jobs (FTE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>Residential</td>
</tr>
<tr>
<td>200</td>
<td>184</td>
</tr>
<tr>
<td>Office</td>
<td>Residential</td>
</tr>
<tr>
<td>30</td>
<td>27</td>
</tr>
<tr>
<td>50</td>
<td>225</td>
</tr>
</tbody>
</table>

Total permanent FTE jobs created directly from redevelopment: 300

New, permanent, on-site FTE jobs created: 60-80

New, permanent, surrounding area FTE jobs created: 30-50
Consumer Spending by Employees

Consumer spending is another way to think about the economic impacts of new commercial development, new housing, and new households within a community. To estimate the potential for increased consumer spending related to the commercial development (office, retail, and hotel) we utilize the estimated 300 jobs to be created on site and estimate the potential spending in on site and area businesses. Most of the consumer spending related to these jobs will be in the form of professional and personal services, restaurants (food & drink), and retail. For example, an employee may spend $10 a week or day on lunch at local restaurant. In another example, they may have vehicle services at a local repair facility. However, to be conservative, recognizing that all the jobs/employees will not be on site each day, we will estimate 200 jobs/employees (67%) and approximate their weekly spending at area businesses. To do this, we assume a low of $10 per week and a high of $50 per week. We multiply the weekly spend by a total 50 weeks per year—assuming two weeks for personal time off.

This calculation estimates a low of $100,000 per year and a high of $500,000 per year in new spending within the immediate area. Recognizing that many jobs/employees will spend very little, while others will spend more, we could conservatively estimate that new spending in the area would total between $200,000 and $250,000 per year.

Consumer Spending by Residents

To estimate the consumer spending impact of new housing, we use an estimate of discretionary income. Based on figures from several sources and studies, we estimate that between 25% and 35% of household income is available for discretionary spending.

Based on the average rental value of the 198 housing units proposed in Phase 1 (and a review of US Census data on household income), we estimate the average household income of our likely renters will be approximately $55,000 annually, before taxes. Assuming a 22% average income and payroll tax rate, we assume 30% of household income is discretionary, and we further estimate that approximately $12,870 of household income is available for disposable spending. That totals to $2,548,260 in discretionary spending for the 198 households.

Recognizing that our lives and consumer spending habits stretch across municipal borders, we conservatively assume and estimate that only 25% of household discretionary spending will be spent in the local community (within Manchester). Therefore, we estimate and anticipate that local discretionary spending will total approximately $637,065 in consumer spending per year at local businesses.*

* Our estimates for local consumer spending multi-family residential apartments are more conservative than those of the National Association of Home Builders. A 2015 study by NAHB found that the consumer spending impact on local business was $623,200 per 100 multi-family units. That translates to $1,233,936 in consumer spending at local businesses for the proposed 198 residential apartments in Phase 1. Our estimates of $637,065 is approximately 49% less than the NAHB findings.
Economic Impact Analysis

Disposable Income & Consumer Spending

Total Consumer Spending Impact on Local Market

Adding our estimated spending by residents to our previous estimate of spending by employees, we conservatively estimate that the Phase 1 development will generate over $800,000 in total new consumer spending within the immediate area and the overall Manchester community each year.

By extrapolating the calculations for Phase 1 across to Phases 2 and 3, we estimate an additional 225 to 250 jobs and an additional 297 residential units that would result in an additional $1.0 to $1.1 million in local consumer spending per year. At build-out, all three Phases of the proposed development would generate between $1.8 and $1.9 million in local consumer spending per year.

![Local Consumer Spending Chart](chart.png)

- **Employees**
- **Residents**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Local Consumer Spending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$0</td>
</tr>
<tr>
<td>Phases 2 and 3</td>
<td>$500,000</td>
</tr>
<tr>
<td>All Phases Total</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

---

Disposable Income & Consumer Spending:

- Phase 1
  - Employees: $0
  - Residents: $0
- Phases 2 and 3
  - Employees: $250,000
  - Residents: $750,000
- All Phases Total
  - Employees: $250,000
  - Residents: $1,500,000
Estimating Property Value Impact to Proximate Properties

Qualitatively, market experts recognize that investment (maintenance and improvement) in one property benefits other proximate properties. Market experts also recognize the inverse, disinvestment (deferred maintenance and deteriorating property conditions) in one property negatively impacts other proximate properties. This dynamic effect of investment—especially, the negative effect of disinvestment—is well documented in distressed neighborhoods and communities suffering from socio-economic decline.

Most notable is the term blight (blighted properties) and the disastrous outcome of excessive blight—vacancy and abandonment—on neighborhoods. The former Manchester Parkade highlights negative effects of disinvestment and blight. As an older property, suffering from decades of disinvestment and deterioration, ultimately it became vacant and abandoned. Therefore, with confidence, we can safely assume the former Parkade, prior to demolition, had a negative impact on proximate area properties and their value.

Example of Impacts on Residential Property Values

A housing market study from 2015 of Oswego, New York expresses the above quantitatively. The study included a comparable property sales value analysis of houses and city blocks—house sales on blocks with a blighted property compared to comparable house sales on blocks without blighted properties—to determine the extent of negative effects on property value from blighted properties. The study found that house sales on blocks with just one blighted property sold for up to 20% less than comparable house sales on blocks with no blighted properties. In addition, the study found that properties closest to the blighted property suffered the greatest depreciation in sales value.

The Oswego study and findings help to quantify the negative impacts of blighted properties on proximate properties. In addition, provided we recognize the differences in residential and commercial real estate valuation (how properties are valued), the Oswego study informs us as to the negative impact the blighted Parkade property may have had on proximate properties before demolition. We will point out that, since its demolition, the direct negative impact of the Parkade property on proximate property values has likely diminished to little or nothing.

Implications for Commercial Property Values and the Subject Site

While residential property is typically valued through comparable sales (contributing to the strength of findings in the Oswego study), commercial real estate is commonly valued through the income approach—an analysis of the properties net operating income as a means of measuring the potential of the property to produce income. Therefore, it is more challenging to measure the direct effect of a blighted commercial property on proximate properties. Since the potential for a commercial property to generate income is related to location, accessibility, and activity (i.e. traffic counts at the property), the negative effect of the blighted Parkade in the past, and the vacant Parkade site today, is most likely the result of trip generation loss to and from the Parkade.

Therefore, any redevelopment of the Parkade site that results in new activity and trip generation will positively impact the economic activity and vibrancy in the area. For example, the proposed Phase 1 development will add 198 households, approximately 80 daily-occupied hotel guests, and 300 employees to the site, all of which will generate new economic activity and vibrancy in the area. As discussed above, the new consumer spending in the immediate area will result in new and increased operating income for proximate businesses. That new income will, in time, result in property value appreciation and tax value appreciation.

Unfortunately, we cannot quantify with any specificity as to amount of appreciation in value or tax revenues. However, our conclusion is that the investment and improvements (new development) on the Parkade site will result in modest real property appreciation and as a result, modest tax value appreciation.
Fiscal Impact Analysis
Fiscal Impact Analysis

Approach and Assumptions

Estimating the cost to the Town of providing a tax abatement

The aim of this municipal fiscal impact analysis is to estimate the tax revenues and costs of general government services (expenditures) to determine the net fiscal impact to the Town of Manchester from the proposed development and tax abatement for the Broad St “Parkade” redevelopment. To accomplish this, Goman+York employed the following approach:

- reviewed the Town of Manchester 2019-2020 adopted budget, including the Board of Education budget,
- calculated the estimated tax revenue to be generated by the proposed development,
- made several assumptions to best allocate the estimated expenditures related to general government services, and,
- performed a detail analysis of the projected school district enrollments resulting from the proposed multi-family residential housing units.

In doing so, we performed the analysis and calculations for both Phase 1 and the combined Phases 1, 2, and 3. The findings are presented in tables on the following pages.

School District Enrollment Projection

To project and estimate the school district enrollments from the proposed multi-family residential housing units, we utilized the Rutgers “Residential Demographic Multipliers - Connecticut” (2006). The Multipliers have been found by Rutgers to be associated with statistically significant results and we have continually compared, tested, and verified the Multipliers against our own research and findings.

It is important to explain that Goman+York has performed dozens of municipal fiscal impact statements for commercial and residential developments (including school enrollments) for both developers and municipal agencies and our findings in this analysis are consistent with our experience and research.

A recent study we conducted for the Town of Ellington analyzed school enrollments from existing multi-family developments and found that multi-family housing generated only 0.16 enrollments per unit. Another recent study commissioned by the South Windsor Board of Education analyzed newly constructed multi-family housing and found the same, approximately 0.16 school enrollments per unit.

In addition, the South Windsor study also analyzed the percent of students in newly constructed multi-family housing that were new to the school district. The findings, over two consecutive years, revealed that only 21% to 29% of enrollments were new to the district. This is important to understand for our approach and calculations as to costs associated with enrollments.

Phase 1 (buildings 10-15) alone includes 198 proposed multi-family rental units. Using preliminary information provided to us by the developer (Manchester Parkade I LLC), we use the following mix of unit types by number of bedrooms:

- 60% (118 units) one-bedroom units,
- 40% (80 units) two-bedroom units,

Combined, Phases 1, 2, and 3 include 495 proposed multi-family rental units. We used a mix of:

- 60% (301 units) one-bedroom (or work/live),
- 40% (194 units) two-bedroom units,

The following table provides the calculations and projections for new school district enrollments based on the assumed unit mix and the Rutgers Multipliers.
### Fiscal Impact Analysis

#### Additional School Enrollment Projections

<table>
<thead>
<tr>
<th>Units Mix</th>
<th>Units</th>
<th>Multiplier</th>
<th>PSAC</th>
<th>N-T-D ratio</th>
<th>N-T-D-E</th>
<th>Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-Bedroom (60%)</td>
<td>118</td>
<td>0.04</td>
<td>4.72</td>
<td>50%</td>
<td>2.36</td>
<td>3</td>
</tr>
<tr>
<td>Two-Bedroom (40%)</td>
<td>80</td>
<td>0.25</td>
<td>12.5</td>
<td>50%</td>
<td>6.25</td>
<td>6</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>198</td>
<td>[0.087]</td>
<td>17.22</td>
<td>50% (4)</td>
<td>8.61</td>
<td>9</td>
</tr>
<tr>
<td><strong>All Phases (1,2,3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-Bedroom (60%)</td>
<td>301</td>
<td>0.04</td>
<td>12.04</td>
<td>50%</td>
<td>6.02</td>
<td>6</td>
</tr>
<tr>
<td>Two-Bedroom (40%)</td>
<td>194</td>
<td>0.25</td>
<td>48.5</td>
<td>50%</td>
<td>24.25</td>
<td>25</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>495</td>
<td>[0.122]</td>
<td>60.54</td>
<td>50% (4)</td>
<td>30.27</td>
<td>31</td>
</tr>
</tbody>
</table>

**Notes:**

1) **Multipliers:** Derived from the Rutgers University, Center for Urban Policy Research “Residential Demographic Multipliers – Connecticut.”

2) **PSAC - Public School Age Children.** It is another way of saying enrollments.

3) **N-T-D (New-To-District):** represents the percent of student enrollments who are projected to be new to the Manchester School District—most enrollments from new residential development are associated with students already enrolled in the District.

4) The 50% New-To-District estimate is a conservatively high estimate.

5) Manchester has 23,728 housing units and 6,309 pupils enrolled in the school district. That equals 0.265 enrollments per household.

6) The total New-To-District enrollments projected from the development.
Fiscal Impact Analysis:

Enrollment Projections and Education Expenditures

<table>
<thead>
<tr>
<th>Education Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>To calculate the costs of the projected enrollments, we start with the Manchester Board of Education budget for 2019-2020. The total BOE budget is $117,680,210 and the 2019-2020 school district enrollments were 6,309 as of October 1, 2019.</td>
</tr>
<tr>
<td>To estimate cost of enrollments resulting from the proposed multi-family residential units in Phase 1 and in All Phases, we make four calculations aimed at estimating the actual cost of new per-pupil enrollments.</td>
</tr>
<tr>
<td>The table provides a summary of these four calculations and detailed notes to explain the specifics of the calculations. The New-to-District Allocated Expenditures totals will be used for the fiscal impact analysis on the following pages.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOE Expenditures</th>
<th>Cost/Pupil</th>
<th>PSAC</th>
<th>PSAC Cost</th>
<th>N-T-D-E</th>
<th>N-T-D-E Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$18,653</td>
<td>18</td>
<td>$335,754</td>
<td>9</td>
<td>$167,877</td>
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<tr>
<td>Local-Share Expenditures</td>
<td>$13,799</td>
<td>18</td>
<td>$248,382</td>
<td>9</td>
<td>$124,191</td>
</tr>
<tr>
<td>Allocated Expenditures</td>
<td>$8,280</td>
<td>18</td>
<td>$149,040</td>
<td>9</td>
<td>$74,520</td>
</tr>
<tr>
<td>All Phases (1,2,3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$18,653</td>
<td>62</td>
<td>$1,156,486</td>
<td>31</td>
<td>$578,243</td>
</tr>
<tr>
<td>Local-Share Expenditures</td>
<td>$13,799</td>
<td>62</td>
<td>$855,538</td>
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<tr>
<td>Allocated Expenditures</td>
<td>$8,280</td>
<td>62</td>
<td>$513,360</td>
<td>31</td>
<td>$256,680</td>
</tr>
</tbody>
</table>

Notes:

- **Total Expenditures**: The BOE budget divided by the total enrollment. The 2019-2020 budget is $117,680,210 divided by 6,309 enrollments (October 1, 2019) is $18,653/pupil.

- **Local-Share Expenditure**: The per pupil expenditure is less the non-local tax revenues (federal, state, and other revenue sources). A total of 26% or $30,619,100 of the BOE budget is funded by other revenue sources. Therefore, local property taxes fund only $87,061,110 of the BOE budget, reducing the local share per pupil expenditure to $13,799.

- **Allocated Expenditures**: This is based on a general analysis of the BOE budget that isolated approximately 40% of the budget that is unlikely to be impacted by changes in enrollment. For example, district office expenditures, school administrative offices, utilities, building operations and maintenance, prorated staffing, etc. are not impacted by changes in enrollments. Therefore, the Local-Share Expenditure is reduced by 40% to provide the Allocated Expenditure. This approach is conservative compared to approaches that allocate new resources and staffing per new pupil.

- **N-T-D-E (New-To-District Enrollments)**: This represents the portion or percent of student enrollments anticipated to be new to the Manchester School District. Our research and other studies show that student enrollments generated by newly constructed multi-family housing units are not all new-to-district enrollments. In fact, most enrollments from newly constructed multi-family housing units are existing enrolled students who have relocated within the district. To account for the New-To-District enrollments, we conservatively estimate that 50% or enrollments will be New-To-District.
Expenditures – General Government Services

General government services, for the purposes of this analysis, are all local government functions, excluding education. Therefore, the expenditures for general government services are based on the Town of Manchester 2019-2020 budget, less education. The Manchester budget (general government and education) for 2019-2020 was $192,487,317, of which $117,680,210 (61.1%) was for education. Less the education budget, the total budget for general government is $74,807,107.

Since the education budget and expenditures were already addressed above, we utilize the $74,807,107 Town budget as the starting point for general government services, and then we seek to isolate those portions of the budget that can be attributed to both commercial and residential uses to calculate the tax value of services to be utilized by the proposed development. In doing so, we recognize the following:

Commercial and industrial properties accounted for approximately 21% of the total Grand List. It is generally agreed that commercial and industrial land uses are fiscal positives regarding municipal tax revenue and expenditures. For example, a 2012 study published by the American Farmland Trust and Connecticut Conference of Municipalities showed that commercial and industrial land uses require, on average, only $0.27 in community services for every $1.00 generated in tax revenue. Therefore, commercial and industrial properties cover more than their proportionate share of town services and subsidize the residential tax burden by providing a net positive $0.73 cents on the dollar.

As a result of this, we can account for and deduct 21% of the Manchester’s general government budget that is funded by commercial and industrial property tax revenues—the recognition that commercial properties cover their costs and subsidize the budget on a net basis.

With the education expenditures (61.1% of the budget) already accounted for and combined with the commercial and industrial properties (21% of the budget), a total of 82.1% of the total municipal budget expenditures can be allocated, leaving 17.9% of Manchester’s budget to be allocated exclusively to the residential share of general government services/expenditures.

Last, we account for the 3.7% of Manchester’s budget (less education) that is funded by non-tax revenue and deducted that amount from the property tax burden.

The result, for Phase 1, we allocate $149,605 (14.2%) of the $1,055,219 in residential real property tax revenues from the proposed development to fund the cost of general government services and $188,976 (26%) of the $726,831 in commercial real property tax revenues from the proposed development to fund the cost of general government services. The same is for the combined Phases I, II, & III.

Revenues – Real and Personal Property Taxes

Based on our development proforma calculations above, Goman+York projects that Phase 1 will generate approximately $1,055,219 in taxes per year from the residential development and $726,831 in taxes per year from the commercial development—totaling $1,782,050 per year in new tax revenue—this is before the tax abatement.

For the combined total of Phases 1, 2, and 3, Goman+York projects that the development will generate approximately $2,478,231 in taxes per year from the residential development and $1,144,978 in taxes per year from the commercial development—totaling $3,623,209 per year in new tax revenue—this is before the tax abatement. The new tax revenues for Phase 1 ($1,782,050) and All Phases ($3,623,209) provide the revenue side of the municipal fiscal impact equation—recognizing that the tax abatement will be accounted for in the calculations.

Personal property taxes are estimated for motor vehicles (1.25 per unit) and commercial equipment for businesses. For Phase 1 we estimate approximately $75,000 in motor vehicle taxes and $25,000 in commercial equipment for a total of $100,000. For the combined Phases 1, 2, 3, we conservatively increased the amount to $250,000 in personal property taxes.
Fiscal Impact Analysis

Phase 1

Tax Abatement Feasibility Study: Manchester Parkade Redevelopment

As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one as a result of the 100% tax abatement.

However, for years two through seven, the development is fiscally positive, starting at $96,813 in year two to $1,501,181 in year seven. Once the tax abatement expires, the positive impact improves to $1,765,386 per year for years eight and beyond.
Fiscal Impact Analysis

Phase 2

Phase 2. Net Fiscal Impact of Proposed 6-year Tax Abatement

<table>
<thead>
<tr>
<th>Year</th>
<th>Residential</th>
<th>Commercial</th>
<th>Personal Property</th>
<th>Subtotal</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>$0</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>2</td>
<td>$155,377</td>
<td>$29,903</td>
<td>$51,500</td>
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<td>3</td>
<td>$320,076</td>
<td>$61,601</td>
<td>$106,090</td>
<td>$487,767</td>
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<tr>
<td>4</td>
<td>$494,518</td>
<td>$95,173</td>
<td>$109,273</td>
<td>$698,963</td>
</tr>
<tr>
<td>5</td>
<td>$679,138</td>
<td>$130,704</td>
<td>$112,551</td>
<td>$922,393</td>
</tr>
<tr>
<td>6</td>
<td>$874,390</td>
<td>$168,281</td>
<td>$115,927</td>
<td>$1,158,599</td>
</tr>
<tr>
<td>7</td>
<td>$1,200,829</td>
<td>$231,106</td>
<td>$119,405</td>
<td>$1,551,340</td>
</tr>
</tbody>
</table>

Phase 2. Fiscal Impact of Proposed 6-year Tax Abatement

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
<th>Expenditures</th>
<th>Total Net Fiscal Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Year 1</td>
<td>Year 1</td>
<td>($71,893)</td>
</tr>
<tr>
<td>2</td>
<td>Year 2</td>
<td>Year 2</td>
<td>$37,279</td>
</tr>
<tr>
<td>3</td>
<td>Year 3</td>
<td>Year 3</td>
<td>$76,795</td>
</tr>
<tr>
<td>4</td>
<td>Year 4</td>
<td>Year 4</td>
<td>$275,663</td>
</tr>
<tr>
<td>5</td>
<td>Year 5</td>
<td>Year 5</td>
<td>$486,393</td>
</tr>
<tr>
<td>6</td>
<td>Year 6</td>
<td>Year 6</td>
<td>$709,519</td>
</tr>
<tr>
<td>7</td>
<td>Year 7</td>
<td>Year 7</td>
<td>$1,088,788</td>
</tr>
</tbody>
</table>

Net Fiscal Impact – Findings & Conclusion

As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one as a result of the 100% tax abatement.

However, for years two through seven, the development is fiscally positive, starting at $+37,279 in year two to $+709,519 in year six. The positive impact improves to $+1,088,788 per year for years seven and beyond.
Fiscal Impact Analysis

Phase 3


As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one as a result of the 100% tax abatement.

However, for years two through five, the development is fiscally positive, starting at +$57,801 in year two to +$396,438 in year five. The positive impact improves to +$779,292 per year for years six and beyond.
Fiscal Impact Analysis

All Phases (1, 2, 3)

As shown in the tables and graphs, the proposed development with the assumed tax abatement will be negative in year one, resulting from the 100% tax abatement on Phases 1. The 100% abatements for Phases 2 & 3 will offset by the positive tax revenues from Phase 1.

In total, the first five years are a net positive +$1,723,723 in taxes. After all tax abatements are finished, the completed project is net +$3,903,668 positive per year.
APPENDIX:
Supplemental Pro forma
Financial Workbooks
# Development Costs

## Phase 1 (Goman+York numbers)

### Costs

<table>
<thead>
<tr>
<th>Unit Costs</th>
<th>Units</th>
<th>Unit Desc.</th>
<th>$/Unit</th>
<th>Cost to Complete ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
<td>8.3</td>
<td>acre</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Site Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey &amp; Topo</td>
<td></td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Environmental Reports</td>
<td></td>
<td></td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td>Environmental Remediation</td>
<td></td>
<td></td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Geo-Tech Reports</td>
<td></td>
<td></td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td>Site Cleanup/Demolition</td>
<td>8.3</td>
<td>acre</td>
<td>25,000</td>
<td>155,625</td>
</tr>
<tr>
<td>Greenway Improvements</td>
<td></td>
<td></td>
<td>22,500</td>
<td></td>
</tr>
<tr>
<td>Infrastructure Road/Utilities</td>
<td></td>
<td></td>
<td>7,000,000</td>
<td></td>
</tr>
<tr>
<td>Site Cost: Contingency</td>
<td></td>
<td>%</td>
<td>0.10</td>
<td>776,563</td>
</tr>
<tr>
<td><strong>Sub-Total: Land/Site</strong></td>
<td>12,000</td>
<td>$/Sq. Ft.</td>
<td>110</td>
<td>1,320,000</td>
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<tr>
<td>Mixed Use Retail</td>
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<tr>
<td>Office</td>
<td>45,000</td>
<td>$/Sq. Ft.</td>
<td>110</td>
<td>6,750,000</td>
</tr>
<tr>
<td>Central Plant</td>
<td>5,000</td>
<td>$/Sq. Ft.</td>
<td>1500</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Permits/fees</td>
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<td>%</td>
<td>0.02</td>
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<tr>
<td>Signage</td>
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<td></td>
<td>10,000</td>
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<tr>
<td>Parking lots</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>6</td>
<td>947,100</td>
</tr>
<tr>
<td>Parking lot - lighting</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>2</td>
<td>315,700</td>
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<tr>
<td>Constr. Cost: Contingency</td>
<td>0.05</td>
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<td>Architectural</td>
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<td>7.5%</td>
<td>%</td>
<td>8%</td>
</tr>
<tr>
<td>Engineering - Building &amp; Site</td>
<td></td>
<td>7.5%</td>
<td>%</td>
<td>8%</td>
</tr>
<tr>
<td>Engineering – Traffic (budget)</td>
<td></td>
<td></td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Legal (budget)</td>
<td></td>
<td></td>
<td></td>
<td>75,000</td>
</tr>
<tr>
<td>Property Taxes - Constr. Period (budget)</td>
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<td></td>
<td></td>
<td>98,258</td>
</tr>
<tr>
<td>Insurance (budget)</td>
<td></td>
<td></td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>Contingency: Soft Costs</td>
<td></td>
<td>5%</td>
<td>%</td>
<td>0.05</td>
</tr>
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<td><strong>Sub-Total: Soft Costs</strong></td>
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<td>Lease Commissions: Retail</td>
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<td>%</td>
<td>92,400</td>
</tr>
<tr>
<td>Lease Commissions: Office</td>
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<td>5%</td>
<td>%</td>
<td>315,000</td>
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<td>Lease Commissions: Residential</td>
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<td>$/unit</td>
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<td>392,200</td>
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<tr>
<td>Lease Allowances: Retail</td>
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<td></td>
<td></td>
<td>240,000</td>
</tr>
<tr>
<td>Lease Allowances: Office</td>
<td></td>
<td></td>
<td></td>
<td>900,000</td>
</tr>
<tr>
<td><strong>Sub-Total: Leasing Costs</strong></td>
<td>1,399,600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest - Constr. Period</td>
<td></td>
<td>6%</td>
<td>%</td>
<td>1,564,139</td>
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<tr>
<td>Interest Reserve until Stabilized</td>
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<td></td>
<td></td>
<td>3,601,757</td>
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<tr>
<td>Operations Reserve for Operating Losses</td>
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<td></td>
<td></td>
<td>-</td>
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<tr>
<td>Construction Loan: Fees</td>
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<td>0.75%</td>
<td>%</td>
<td>532,163</td>
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<tr>
<td>Permanent Loan: Fees</td>
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<td>1.0%</td>
<td>%</td>
<td>532,163</td>
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<tr>
<td><strong>Sub-Total: Financing</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Development Fees</td>
<td></td>
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<td>%</td>
<td>0.05</td>
</tr>
</tbody>
</table>

### Total: Development Costs

- $101,364,422
- $281.96

---

[Company Logo] Tax Abatement Feasibility Study: Manchester Parkade Redevelopment
# Phase 1 (Goman+York numbers)

## Stabilized Operating Cash Flow

<table>
<thead>
<tr>
<th>Income: Rental</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mixed Use Retail</strong></td>
<td>$/Sq. Ft. 24</td>
</tr>
<tr>
<td><strong>Residential</strong></td>
<td>$/Sq. Ft. 25.2</td>
</tr>
<tr>
<td><strong>Hotel</strong></td>
<td>$/Room Night 120</td>
</tr>
<tr>
<td><strong>Office</strong></td>
<td>$/Sq. Ft. 24</td>
</tr>
<tr>
<td><strong>CAM</strong></td>
<td>$/Sq. Ft. 11</td>
</tr>
</tbody>
</table>

| Income: Total Rental | 14,430,951 |

| Residential Vacancy Loss | % 5% | (366,156) |
| Retail/Office Vacancy Loss | % 7% | (72,240) |
| Hotel Vacancy Loss | % 35% | (1,839,600) |

| Gross Rental Income | 12,152,955 |

## Operating Expenses:

<table>
<thead>
<tr>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Oper. Ex</td>
</tr>
<tr>
<td>Residential - Taxes</td>
</tr>
<tr>
<td>Commercial - Oper. Exp.</td>
</tr>
<tr>
<td>Commercial - Property Taxes</td>
</tr>
<tr>
<td>Hotel Expenses</td>
</tr>
</tbody>
</table>

| Gross Operating Expenses | 5,648,786 |

## Net Operating Income (NOI)

| 6,504,169 |

## Stabilized Valuation

<table>
<thead>
<tr>
<th>Cap. Rate</th>
<th>6.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>108,402,817</td>
<td></td>
</tr>
</tbody>
</table>

| Debt Service - Permanent Loan | (5,539,493) |

### Net Cash Flow - Annual

| 964,676 |

### Return on Invested Equity

| 3.80% |
### Phase 1 (Goman+York numbers)

#### Valuation & Permanent Financing

**Valuation & Permanent Financing Matrix**  
*Shaded cells indicate projected outcome*

<table>
<thead>
<tr>
<th>Market Value</th>
<th>5.50</th>
<th>6.00</th>
<th>6.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>5,562,698</td>
<td>101,139,971</td>
<td>92,711,640</td>
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<tr>
<td>Stabilized NOI - As Projected</td>
<td>6,180,776</td>
<td>112,377,745</td>
<td>103,012,933</td>
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<tr>
<td>Stabilized NOI - w/+10% Variance</td>
<td>6,798,854</td>
<td>123,615,520</td>
<td>113,314,227</td>
</tr>
</tbody>
</table>

**Permanent Financing**  
*based upon "Stabilized NOI - As Projected"*

<table>
<thead>
<tr>
<th>Loan Amounts</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stabilized NOI - As Projected</td>
<td>70,797,980</td>
<td>84,283,309</td>
<td>98,892,416</td>
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<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>64,898,148</td>
<td>77,259,700</td>
<td>90,651,381</td>
</tr>
<tr>
<td>Stabilized NOI - w/+10% Variance</td>
<td>59,905,983</td>
<td>71,316,646</td>
<td>83,678,198</td>
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</table>

**Debt Service**  
Assumes: 30 yr. term, 6.0% int. rate, LTV as shown

<table>
<thead>
<tr>
<th>Debt Service - Monthly</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan to Value</td>
<td>($401,983)</td>
<td>($478,551)</td>
<td>($561,500)</td>
</tr>
<tr>
<td>Monthly</td>
<td>($368,485)</td>
<td>($438,672)</td>
<td>($514,709)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debt Service - Annual</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan to Value</td>
<td>(4,823,798)</td>
<td>(5,742,616)</td>
<td>(6,738,003)</td>
</tr>
<tr>
<td>Annually</td>
<td>(4,421,815)</td>
<td>(5,264,065)</td>
<td>(6,176,503)</td>
</tr>
</tbody>
</table>
## Phase 1 (developer numbers)

### Development Costs

<table>
<thead>
<tr>
<th>Costs</th>
<th>Units</th>
<th>Unit Desc.</th>
<th>$/Unit</th>
<th>Cost to Complete ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
<td>8.3</td>
<td>acre</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey &amp; Topo</td>
<td></td>
<td></td>
<td></td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental Reports</td>
<td></td>
<td></td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>Environmental Remediation</td>
<td></td>
<td></td>
<td></td>
<td>60,000</td>
</tr>
<tr>
<td>Geo-Tech Reports</td>
<td></td>
<td></td>
<td></td>
<td>22,500</td>
</tr>
<tr>
<td>Site Cleanup/Demolition</td>
<td>8.3</td>
<td>acre</td>
<td>25,000</td>
<td>155,625</td>
</tr>
<tr>
<td>Greenway Improvements</td>
<td></td>
<td></td>
<td></td>
<td>500,000</td>
</tr>
<tr>
<td>Infrastructure Road/Utilities</td>
<td></td>
<td></td>
<td></td>
<td>7,000,000</td>
</tr>
<tr>
<td>Site Cost: Contingency</td>
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<td></td>
<td>0.10</td>
<td>776,563</td>
</tr>
<tr>
<td><strong>Sub-Total: Land/Site</strong></td>
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<td></td>
<td>8,542,188</td>
</tr>
<tr>
<td><strong>Construction:</strong></td>
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<td></td>
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<td>Mixed Use Retail</td>
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<td>125</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Residential</td>
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<tr>
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<td>12,000,000</td>
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<tr>
<td>Office</td>
<td>45,000</td>
<td>$/sq. ft.</td>
<td>150</td>
<td>6,750,000</td>
</tr>
<tr>
<td>Central Plant</td>
<td>5,000</td>
<td>$/sq. ft.</td>
<td>1500</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Permits/fees</td>
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<td>%</td>
<td>0.02</td>
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<tr>
<td>Signage</td>
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<td></td>
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<tr>
<td>Parking lots</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>6</td>
<td>947,100</td>
</tr>
<tr>
<td>Parking lot - lighting</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>2</td>
<td>315,700</td>
</tr>
<tr>
<td>Constr. Cost: Contingency</td>
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<td>%</td>
<td>0.05</td>
<td>3,182,663</td>
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<tr>
<td><strong>Sub-Total: Construction</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>Soft Costs:</strong></td>
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<tr>
<td>Architectural</td>
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<td>7.5%</td>
<td>%</td>
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</tr>
<tr>
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<td>Engineering – Traffic (budget)</td>
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<tr>
<td>Legal (budget)</td>
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<td></td>
<td>75,000</td>
</tr>
<tr>
<td>Property Taxes - Constr. Period (budget)</td>
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<td></td>
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<tr>
<td>Insurance (budget)</td>
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<td></td>
<td>150,000</td>
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<tr>
<td>Contingency: Soft Costs</td>
<td></td>
<td></td>
<td>5%</td>
<td>%</td>
</tr>
<tr>
<td><strong>Sub-Total: Soft Costs</strong></td>
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<tr>
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</tr>
<tr>
<td>Lease Commissions: Retail</td>
<td></td>
<td></td>
<td>5%</td>
<td>%</td>
</tr>
<tr>
<td>Lease Commissions: Office</td>
<td></td>
<td></td>
<td>5%</td>
<td>%</td>
</tr>
<tr>
<td>Lease Commissions: Residential</td>
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<td>$/unit</td>
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<tr>
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<tr>
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<td>900,000</td>
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<td></td>
<td></td>
<td>6%</td>
<td>%</td>
</tr>
<tr>
<td>Interest Reserve until Stabilized</td>
<td></td>
<td></td>
<td></td>
<td>3,495,717</td>
</tr>
<tr>
<td>Operations Reserve for Operating Losses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Loan: Fees</td>
<td></td>
<td></td>
<td>0.75%</td>
<td>%</td>
</tr>
<tr>
<td>Permanent Loan: Fees</td>
<td></td>
<td></td>
<td>1.0%</td>
<td>%</td>
</tr>
<tr>
<td><strong>Sub-Total: Financing</strong></td>
<td></td>
<td></td>
<td></td>
<td>5,530,592</td>
</tr>
<tr>
<td><strong>Development Fees</strong></td>
<td></td>
<td></td>
<td>0.05</td>
<td>%</td>
</tr>
<tr>
<td><strong>Total: Development Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td>98,413,813</td>
</tr>
<tr>
<td><strong>Total: Development Costs - P.S.F.</strong></td>
<td></td>
<td></td>
<td></td>
<td>273.75</td>
</tr>
</tbody>
</table>
**Phase 1 (developer numbers)**

*Stabilized Operating Cash Flow*

<table>
<thead>
<tr>
<th>Income: Rental</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Use Retail $/Sq. Ft.</td>
<td>24</td>
</tr>
<tr>
<td>Residential $/Sq. Ft.</td>
<td>25.2</td>
</tr>
<tr>
<td>Hotel $/Room Night</td>
<td>120</td>
</tr>
<tr>
<td>Office $/Sq. Ft.</td>
<td>24</td>
</tr>
<tr>
<td>CAM $/Sq. Ft.</td>
<td>11</td>
</tr>
</tbody>
</table>

Income: Total Rental: 14,430,951

Residential Vacancy Loss % 5% (366,156)
Retail/Office Vacancy Loss % 7% (72,240)
Hotel Vacancy Loss % 35% (1,839,600)

**Gross Rental Income** 12,152,955

**Operating Expenses:**

| Res. Oper. Exp. % | 30% | 2,196,936 |
| Res. Taxes $     |     | 1,055,219 Without Tax Abatement |
| Commercial Oper. Exp. $/Sq. Ft. | 3.00 | 93,000 Assumes NNN leases |
| Commercial Property Taxes $/Sq. Ft. | 8.00 | 726,831 Assumes NNN leases |
| Hotel Expenses % | 30% | 1,576,800 |

**Gross Operating Expenses** 5,648,786

**Net Operating Income (NOI)** 6,504,169

**Stabilized Valuation**

| Cap. Rate | 6.00% | 108,402,817 |
| Debt Service - Permanent Loan | (5,539,493) |

**Net Cash Flow - Annual** 964,676

**Return on Invested Equity** 4.41%
# Phase 1 (developer numbers)

## Valuation & Permanent Financing

### Valuation & Permanent Financing Matrix

*Shaded cells indicate projected outcome*

<table>
<thead>
<tr>
<th></th>
<th>Capitalization Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.50</td>
</tr>
<tr>
<td>Market Value</td>
<td></td>
</tr>
<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>$5,562,698</td>
</tr>
<tr>
<td>Stabilized NOI - As Projected</td>
<td>$6,180,776</td>
</tr>
<tr>
<td>Stabilized NOI - w/+10% Variance</td>
<td>$6,798,854</td>
</tr>
</tbody>
</table>

### Permanent Financing

*based upon "Stabilized NOI - As Projected"*

<table>
<thead>
<tr>
<th>Loan To Value</th>
<th>Monthly Loan Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>70%</td>
<td>64,898,148</td>
</tr>
<tr>
<td>75%</td>
<td>77,259,700</td>
</tr>
<tr>
<td>80%</td>
<td>90,651,381</td>
</tr>
</tbody>
</table>

### Debt Service

Assumes: 30 yr. term, 6.0% int. rate, LTV as shown

<table>
<thead>
<tr>
<th>Loan to Value</th>
<th>Monthly Debt Service</th>
<th>Annually Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>70%</td>
<td>($401,983)</td>
<td>($4,823,798)</td>
</tr>
<tr>
<td>75%</td>
<td>($478,551)</td>
<td>($5,742,616)</td>
</tr>
<tr>
<td>80%</td>
<td>($561,500)</td>
<td>($6,738,003)</td>
</tr>
</tbody>
</table>
### Development Costs

#### Land Costs:

<table>
<thead>
<tr>
<th>Units</th>
<th>Unit Desc.</th>
<th>$/Unit</th>
<th>Cost to Complete ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.3</td>
<td>acre</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Site Costs:

- Survey & Topo: 7,500
- Environmental Reports: 20,000
- Environmental Remediation: 60,000
- Geo-Tech Reports: 22,500
- Site Cleanup/Demolition: 25,000
- Greenway Improvements: 7,000,000
- Infrastructure Road/Utilities: 7,000,000
- Site Cost: Contingency: 0.10%: 776,563

**Sub-Total: Land/Site** 8,542,188

#### Construction:

- Mixed Use Retail: 110 $/Sq. Ft.: 4,730,000
- Residential: 160 $/Sq. Ft.: 98,256,000
- Hotel: 175 $/Sq. Ft.: 9,975,000
- Office: 110 $/Sq. Ft.: 9,130,000
- Central Plant: 1500 $/Sq. Ft.: 7,500,000
- Permits/fees: 0.02%: 652,156
- Signage: 10,000
- Parking lots: 6 $/sq. ft.: 947,100
- Parking lot - lighting: 2 $/sq. ft.: 315,700
- Constr. Cost: Contingency: 0.05%: 6,575,798

**Sub-Total: Construction** 138,091,754

#### Soft Costs:

- Architectural: 8%: 10,356,882
- Engineering - Building & Site: 8%: 10,997,546
- Engineering – Traffic (budget): 10,000
- Legal (budget): 75,000
- Property Taxes - Constr. Period (budget): 98,258
- Insurance (budget): 150,000
- Contingency: Soft Costs: 0.05%: 1,084,384

**Sub-Total: Soft Costs** 22,772,069

#### Leasing Costs:

- Lease Commissions: Retail: 5%: 331,100
- Lease Commissions: Office: 5%: 581,000
- Lease Commissions: Residential: 198 $/unit: 395,038
- Lease Allowances: Retail: 860,000
- Lease Allowances: Office: 1,660,000

**Sub-Total: Leasing Costs** 3,827,138

#### Financing:

- Interest - Constr. Period: 6%: 2,963,640
- Interest Reserve until Stabilized: 6,847,530
- Operations Reserve for Operating Losses: -
- Construction Loan: Fees: 0.75%: 1,009,514
- Permanent Loan: Fees: 1.0%: -

**Sub-Total: Financing** 10,820,684

### Total Development Costs

- Development Fees: 0.05%: 8,234,548

**Total: Development Costs** $192,288,380

- Development Costs - P.S.F.: $239.73
### All Phases (Goman+York numbers)

**Stabilized Operating Cash Flow**

<table>
<thead>
<tr>
<th>Income: Rental</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Use Retail</td>
<td>$/Sq. Ft.</td>
</tr>
<tr>
<td>Residential</td>
<td>$/Sq. Ft.</td>
</tr>
<tr>
<td>Hotel</td>
<td>$/Room Night</td>
</tr>
<tr>
<td>Office</td>
<td>$/Sq. Ft.</td>
</tr>
<tr>
<td>CAM</td>
<td>$/Sq. Ft.</td>
</tr>
</tbody>
</table>

| Income: Total Rental | 25,141,320 |

| Residential Vacancy Loss | % | 5% | (773,766) |
| Retail/Office Vacancy Loss | % | 7% | (211,680) |
| Hotel Vacancy Loss | % | 35% | (1,839,600) |

**Gross Rental Income**

| 22,316,274 |

**Operating Expenses:**

| Residential - Oper. Ex | % | 30% | 4,642,596 |
| Residential - Taxes | $ | 2,478,231 Without Tax Abatement |
| Commercial - Oper. Exp. | $/Sq. Ft. | 3.00 | 378,000 Assumes NNN leases |
| Commercial - Property Taxes | $/Sq. Ft. | 8.00 | 1,144,978 Assumes NNN leases |
| Hotel Expenses | % | 30% | 1,576,800 |

**Gross Operating Expenses**

| 10,220,605 |

**Net Operating Income (NOI)**

| 12,232,647 |

**Stabilized Valuation**

| Cap. Rate | 6.00% | 203,877,450 |

**Debt Service - Permanent Loan**

| (10,418,344) |

**Net Cash Flow - Annual**

| 1,814,303 |

**Return on Invested Equity**

| 5.36% |
All Phases (Goman+York numbers)

Valuation & Permanent Financing

Valuation & Permanent Financing Matrix
*Shaded cells indicate projected outcome*

<table>
<thead>
<tr>
<th></th>
<th>Capitalization Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.50</td>
</tr>
<tr>
<td></td>
<td>$11,093,822</td>
</tr>
<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>$12,232,647</td>
</tr>
<tr>
<td>Stabilized NOI - As Projected</td>
<td>$13,455,912</td>
</tr>
<tr>
<td>Stabilized NOI - w/+10% Variance</td>
<td>$14,679,180</td>
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</tbody>
</table>

Permanent Financing
*based upon "Stabilized NOI - As Projected"*

<table>
<thead>
<tr>
<th>Loan To Value</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>140,119,411</td>
<td>166,808,823</td>
<td>195,722,352</td>
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<tr>
<td></td>
<td>128,442,794</td>
<td>152,908,088</td>
<td>179,412,156</td>
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<tr>
<td></td>
<td>118,562,579</td>
<td>141,145,927</td>
<td>165,611,221</td>
</tr>
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</table>

Debt Service
*Assumes: 30 yr. term, 6.0% int. rate, LTV as shown*

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>70%</td>
<td>75%</td>
</tr>
<tr>
<td>Debt Service - Monthly</td>
<td>($795,583)</td>
<td>($729,284)</td>
</tr>
<tr>
<td>Loan to Value</td>
<td>(947,122)</td>
<td>(868,195)</td>
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<tr>
<td></td>
<td>($1,111,290)</td>
<td>($1,018,682)</td>
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<tr>
<td>Debt Service - Annual</td>
<td>(9,546,991)</td>
<td>(8,751,409)</td>
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<tr>
<td>Loan to Value</td>
<td>(11,365,466)</td>
<td>(10,418,344)</td>
</tr>
<tr>
<td></td>
<td>(13,335,480)</td>
<td>(12,224,190)</td>
</tr>
</tbody>
</table>
### Development Costs

<table>
<thead>
<tr>
<th>Costs</th>
<th>Units</th>
<th>Unit Desc.</th>
<th>$/Unit</th>
<th>Cost to Complete ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
<td>8.3</td>
<td>acre</td>
<td>8.3</td>
<td>-</td>
</tr>
<tr>
<td><strong>Site Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey &amp; Topo</td>
<td>7,500</td>
<td></td>
<td></td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental Reports</td>
<td>20,000</td>
<td></td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>Environmental Remediation</td>
<td>60,000</td>
<td></td>
<td></td>
<td>60,000</td>
</tr>
<tr>
<td>Geo-Tech Reports</td>
<td>22,500</td>
<td></td>
<td></td>
<td>22,500</td>
</tr>
<tr>
<td>Site Cleanup/Demolition</td>
<td>8.3</td>
<td>acre</td>
<td>25,000</td>
<td>155,625</td>
</tr>
<tr>
<td>Greenway Improvements</td>
<td>500,000</td>
<td></td>
<td></td>
<td>500,000</td>
</tr>
<tr>
<td>Site Cost: Contingency</td>
<td>%</td>
<td></td>
<td>0.10</td>
<td>776,563</td>
</tr>
<tr>
<td><strong>Sub-Total: Land/Site</strong></td>
<td></td>
<td></td>
<td></td>
<td>8,542,188</td>
</tr>
<tr>
<td><strong>Construction:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed Use Retail</td>
<td>43,000</td>
<td>$/Sq. Ft.</td>
<td>125</td>
<td>5,375,000</td>
</tr>
<tr>
<td>Residential</td>
<td>614,100</td>
<td>$/Sq. Ft.</td>
<td>142</td>
<td>87,300,000</td>
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<tr>
<td>Hotel</td>
<td>57,000</td>
<td>$/Sq. Ft.</td>
<td>211</td>
<td>12,027,000</td>
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<tr>
<td>Office</td>
<td>83,000</td>
<td>$/Sq. Ft.</td>
<td>150</td>
<td>12,450,000</td>
</tr>
<tr>
<td>Central Plant</td>
<td>5,000</td>
<td>$/Sq. Ft.</td>
<td>1500</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Permits/fees</td>
<td>%</td>
<td></td>
<td>0.02</td>
<td>772,496</td>
</tr>
<tr>
<td>Signage</td>
<td></td>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Parking lots</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>6</td>
<td>947,100</td>
</tr>
<tr>
<td>Parking lot - lighting</td>
<td>157,850</td>
<td>$/sq. ft.</td>
<td>2</td>
<td>315,700</td>
</tr>
<tr>
<td>Constr. Cost: Contingency</td>
<td>0.05</td>
<td>%</td>
<td>0.05</td>
<td>6,334,865</td>
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<tr>
<td><strong>Sub-Total: Construction</strong></td>
<td>133,032,161</td>
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</tr>
<tr>
<td><strong>Soft Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural</td>
<td>7.5%</td>
<td>%</td>
<td>8%</td>
<td>9,977,412</td>
</tr>
<tr>
<td>Engineering - Building &amp; Site</td>
<td>7.5%</td>
<td>%</td>
<td>8%</td>
<td>10,618,076</td>
</tr>
<tr>
<td>Engineering - Traffic (budget)</td>
<td></td>
<td></td>
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<td>10,000</td>
</tr>
<tr>
<td>Legal (budget)</td>
<td>75,000</td>
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<td>498,258</td>
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<tr>
<td>Property Taxes - Constr. Period (budget)</td>
<td>150,000</td>
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<td></td>
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<tr>
<td>Insurance (budget)</td>
<td>1,046,437</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contingency: Soft Costs</td>
<td>5%</td>
<td>%</td>
<td>0.05</td>
<td>1,046,437</td>
</tr>
<tr>
<td><strong>Sub-Total: Soft Costs</strong></td>
<td>21,975,183</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Leasing Costs:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease Commissions: Retail</td>
<td>5%</td>
<td>%</td>
<td>331,100</td>
<td></td>
</tr>
<tr>
<td>Lease Commissions: Office</td>
<td>5%</td>
<td>%</td>
<td>581,000</td>
<td></td>
</tr>
<tr>
<td>Lease Commissions: Residential</td>
<td>198</td>
<td>$/unit</td>
<td>1,995</td>
<td>395,038</td>
</tr>
<tr>
<td>Lease Allowances: Retail</td>
<td></td>
<td></td>
<td>860,000</td>
<td></td>
</tr>
<tr>
<td>Lease Allowances: Office</td>
<td></td>
<td></td>
<td>1,660,000</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total: Leasing Costs</strong></td>
<td>3,827,138</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Financing:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest - Constr. Period</td>
<td>6%</td>
<td>%</td>
<td>2,862,647</td>
<td></td>
</tr>
<tr>
<td>Interest Reserve until Stabilized</td>
<td></td>
<td></td>
<td>6,613,363</td>
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</tr>
<tr>
<td>Operations Reserve for Operating Losses</td>
<td></td>
<td></td>
<td>975,291</td>
<td></td>
</tr>
<tr>
<td>Construction Loan: Fees</td>
<td>0.75%</td>
<td>%</td>
<td>975,291</td>
<td></td>
</tr>
<tr>
<td>Permanent Loan: Fees</td>
<td>1.0%</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total: Financing</strong></td>
<td>10,451,300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Fees</td>
<td>0.05</td>
<td>%</td>
<td>0.05</td>
<td>7,941,724</td>
</tr>
<tr>
<td><strong>Total: Development Costs</strong></td>
<td>$ 185,769,694</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total: Development Costs - P.S.F.</strong></td>
<td>$ 231.60</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Stabilized Operating Cash Flow

#### Income: Rental

<table>
<thead>
<tr>
<th></th>
<th>$/Sq. Ft.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Use Retail</td>
<td>24</td>
<td></td>
<td>1,032,000 NNN leases</td>
</tr>
<tr>
<td>Residential</td>
<td>25.2</td>
<td></td>
<td>15,475,320 Average rent of $2.10/SF/Month</td>
</tr>
<tr>
<td>Hotel</td>
<td>120</td>
<td></td>
<td>5,256,000</td>
</tr>
<tr>
<td>Office</td>
<td>24</td>
<td></td>
<td>1,992,000 NNN leases</td>
</tr>
<tr>
<td>CAM</td>
<td>11</td>
<td></td>
<td>1,522,978</td>
</tr>
</tbody>
</table>

**Income: Total Rental**

- Residential Vacancy Loss % 5%  (773,766)
- Retail/Office Vacancy Loss % 7%  (211,680)
- Hotel Vacancy Loss % 35%  (1,839,600)

**Gross Rental Income**

- 22,316,274

#### Operating Expenses:

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Oper. Ex</td>
<td>30%</td>
<td>4,642,596</td>
<td></td>
</tr>
<tr>
<td>Residential - Taxes</td>
<td>$</td>
<td>2,478,231</td>
<td>Without Tax Abatement</td>
</tr>
<tr>
<td>Commercial - Oper. Exp.</td>
<td>$/Sq. Ft.</td>
<td>3.00</td>
<td>378,000</td>
</tr>
<tr>
<td>Commercial - Property Taxes</td>
<td>$/Sq. Ft.</td>
<td>8.00</td>
<td>1,144,978</td>
</tr>
<tr>
<td>Hotel Expenses</td>
<td>%</td>
<td>30%</td>
<td>1,576,800</td>
</tr>
</tbody>
</table>

**Gross Operating Expenses**

- 10,220,605

**Net Operating Income (NOI)**

- 12,232,647

**Stabilized Valuation**

- Cap. Rate 6.00%  203,877,450
- Debt Service - Permanent Loan  (10,418,344)

**Net Cash Flow - Annual**

- 1,814,303

**Return on Invested Equity**

- 6.59%
### Valuation & Permanent Financing

#### Valuation & Permanent Financing Matrix

*Shaded cells indicate projected outcome*

<table>
<thead>
<tr>
<th>Capitalization Rates</th>
<th>5.50</th>
<th>6.00</th>
<th>6.50</th>
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<tr>
<td>Market Value</td>
<td></td>
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<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>$11,099,382</td>
<td>200,170,587</td>
<td>183,489,705</td>
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<tr>
<td>Stabilized NOI - As Projected</td>
<td>$12,232,647</td>
<td>222,411,764</td>
<td>203,877,450</td>
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<td>$13,455,912</td>
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<tr>
<td>Permanent Financing</td>
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</tr>
<tr>
<td>based upon &quot;Stabilized NOI - As Projected&quot;</td>
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</table>

**Loan To Value**

<table>
<thead>
<tr>
<th>Loan To Value</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
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<tbody>
<tr>
<td>Stabilized NOI - w/-10% Variance</td>
<td>$140,119,411</td>
<td>128,442,794</td>
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<td>$166,808,823</td>
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<td>Stabilized NOI - w/+10% Variance</td>
<td>$195,722,352</td>
<td>179,412,156</td>
<td>165,611,221</td>
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<tr>
<td>Debt Service</td>
<td></td>
<td></td>
<td></td>
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</table>

*Assumes: 30 yr. term, 6.0% int. rate, LTV as shown*

**Debt Service - Monthly**

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<tr>
<th>Loan to Value</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
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<tr>
<td>($795,583)</td>
<td>($947,122)</td>
<td>($1,111,290)</td>
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<td>($729,284)</td>
<td>($868,195)</td>
<td>($1,018,682)</td>
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<td>($673,185)</td>
<td>($801,411)</td>
<td>($940,322)</td>
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**Debt Service - Annual**

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<thead>
<tr>
<th>Loan to Value</th>
<th>70%</th>
<th>75%</th>
<th>80%</th>
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<tbody>
<tr>
<td>(9,546,991)</td>
<td>(11,365,466)</td>
<td>(13,335,480)</td>
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<tr>
<td>(8,751,409)</td>
<td>(10,418,344)</td>
<td>(12,224,190)</td>
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<tr>
<td>(8,078,223)</td>
<td>(9,616,933)</td>
<td>(11,283,868)</td>
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</tr>
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</table>
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE TOWN OF MANCHESTER

AND

MANCHESTER PARKADE I LLC
PARKADE 1, LLC
PARKADE 2, LLC
PARKADE 3, LLC
PARKADE 4, LLC
PARKADE 5, LLC
PARKADE 6, LLC
PARKADE 7, LLC
PARKADE 8, LLC
PARKADE 9, LLC
PARKADE 10, 11, 12, LLC
PARKADE 14, LLC
PARKADE MICROGRID, LLC

Effective ____________, 2020
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<td>1.2.42</td>
<td>Microgrid Deed</td>
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<td>Microgrid Unit</td>
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<td>Office Space</td>
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<td>Parcel</td>
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<td>Parkade Deed</td>
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<td>Permitted Encumbrances</td>
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<td>Permitted Mortgage</td>
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<td>Project</td>
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<td>1.2.52</td>
<td>Project Entity Default</td>
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<td>1.2.53</td>
<td>Project Entity</td>
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<td>1.2.54</td>
<td>Proposed Master Preliminary Plan</td>
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<td>Special Declarant Rights</td>
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<td>State</td>
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<td>1.2.60</td>
<td>Surface Parking</td>
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<td>Town</td>
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<td>1.2.62</td>
<td>Town Funds</td>
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<td>1.2.63</td>
<td>Town Default</td>
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<td>1.2.64</td>
<td>Town Infrastructure Improvements</td>
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<td>Town Manager</td>
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<td>1.2.66</td>
<td>Transfer Act</td>
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<td>1.2.67</td>
<td>Uncontrollable Circumstances</td>
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<td>1.2.68</td>
<td>Unit</td>
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<tr>
<td>1.2.69</td>
<td>Unit Deeds</td>
</tr>
<tr>
<td>1.2.70</td>
<td>Unit Owner</td>
</tr>
</tbody>
</table>

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is made and executed this day of __________, 2020 (the "Effective Date"), by and between the TOWN OF MANCHESTER, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), MANCHESTER PARKADE I, LLC, a Connecticut limited liability company (the "Developer"), and the following Connecticut limited liability companies, which are sometimes collectively referred to herein as the "Project Entities" or each individually as a "Project Entity":

1. PARKADE 1, LLC;
2. PARKADE 2, LLC;
3. PARKADE 3, LLC;
4. PARKADE 4, LLC;
5. PARKADE 5, LLC;
6. PARKADE 6, LLC;
7. PARKADE 7, LLC;
8. PARKADE 8, LLC;
9. PARKADE 9, LLC;
10. PARKADE 10, 11, 12, LLC;
11. PARKADE 14, LLC; and
12. PARKADE MICROGRID, LLC.

The Town, the Developer, and the Project Entities are sometimes are collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Town and Developer previously entered into a Memorandum of Understanding (the "MOU") effective July 10, 2019, regarding the proposed redevelopment of certain real property along the west side of Broad Street Manchester CT commonly referred to as the Manchester Parkade; and

WHEREAS, the Parties desire to replace the terms and provisions of the MOU with the terms and provisions of this Agreement as further set forth hereinafter; and

WHEREAS, the Town is the fee owner of the Town Property (defined below) and has the full right, title, power and authority to enter into this Agreement and consummate or cause to be consummated the several transactions contemplated herein; and

WHEREAS, the Town believes that the redevelopment of the Town Property pursuant to this Agreement is in the best interest of the Town and its citizens and is in accordance with the public purposes and provisions of the applicable laws and requirements under which the Project (defined below) will be undertaken; and
WHEREAS, the framework and concept for the proposed redevelopment has been the subject of ongoing negotiations between the Town and the Developer; and

WHEREAS, it is currently contemplated that the Town will convey the Town Property to Developer on the terms of this Agreement; and

WHEREAS, the rights, duties and obligations of the Parties are and shall be subject to the terms and provisions of this Agreement, as hereinafter defined;

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, in and for the consideration of the performance of the mutual duties and responsibilities set forth herein, the receipt and adequacy of such consideration being hereby acknowledged, do hereby covenant and agree as follows:

1 Definitions.

1.1 Description of Relevant Real Property
This Agreement concerns various Parcels of real property located within the Town of Manchester, Connecticut. For purposes of this Agreement, these Parcels shall be referred to as follows:

1.1.1 Adjacent Parcel
That Parcel located in the Town and known as 296 Broad Street, which Parcel is further described in Exhibit A hereto.

1.1.2 Extra Land
That Parcel located in the Town and known as 418 Middle Turnpike West, which Parcel is further described in Exhibit A hereto.

1.1.3 Green Manor Parcel
That piece of land, which abuts the northern boundary line of the Parcels known as 324 and 334 Broad Street, which is currently being used as part of the private right-of-way known as Green Manor Boulevard, which Parcel is further described in Exhibit A hereto.

1.1.4 Parkade Parcels
Those Parcels located in the Town and known as 324, 330, 334 and 340 Broad Street, which consists of approximately 23.2 acres of land, together with any improvements located thereon.
1.1.5 Project Parcels
The Parkade Parcels, Adjacent Parcel, Green Manor Parcel and the Extra Land.

1.1.6 Theater Parcel
That Parcel located in the Town and known as 416 Middle Turnpike West, which Parcel is further described in Exhibit A hereto.

1.1.7 Town Property
That certain real property owned by the Town at the Effective Date, which consists of the Parkade Parcels, the Adjacent Parcel, the Extra Land, and the Green Manor Parcel.

1.2 Other Defined Terms

1.2.1 Agreement
This Development Agreement, all recitals, exhibits, schedules and appendices hereto, and any and all supplements and amendments hereto or thereto.

1.2.2 Affiliate
With respect to any Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.2.3 Applicable Laws
All federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders or determinations of Governmental Authorities, including Environmental Laws, applicable to the design, development, purchase, acquisition, disposition, equipping, construction, financing, leasing, maintenance, ownership, occupancy, possession, control, management, use or non-use or operation of any property, facility, structure or improvement forming part of the Project.

1.2.4 Approved Master Preliminary Plan
As defined in Section 2.3.

1.2.5 Building Benchmark
As defined in Section 3.8.

1.2.6 Central Plant
The Unit together with the building, fixtures, and improvements (which may include, without limitation, gas-fueled turbines, electrical generators, fuel cells, and/or transformers, and associated transformers, metering and control
equipment) to be declared by Developer at the location shown as Unit 13 on the Master Preliminary Plan.

1.2.7 CIOA
The Common Interest Ownership Act, Chapter 828, Sections 47-200 through 47-299 of the Connecticut General Statutes, as it may be amended from time to time.

1.2.8 Common Elements
All portions of the Common Interest Community other than the Units. Common Elements may include easements in favor of Units or the Common Elements over other Units and other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

1.2.9 Common Interest Community
A planned community or condominium created by the Developer by means of the Declaration pursuant to CIOA for the purpose of providing separate ownership of Units and coordinating the making of expenditures for the upkeep of the Common Elements.

1.2.10 Initial Closing
As defined in Section 3.1.

1.2.11 Closing Date
As defined in Section 3.1.

1.2.12 Declaration
The instrument or instruments, recorded in accordance with Section 3.4, which create and govern the rights of the Developer and the Unit Owners with respect to the Units and Common Elements comprising the Project and satisfying the requirements of Section 47-224 of CIOA, as amended from time in accordance with its terms, the bylaws of the Common Interest Community, this Agreement and CIOA.

1.2.13 DEEP
The Department of Energy and Environmental Protection of the State.

1.2.14 Developer
As defined in the Preamble.

1.2.15 Developer Default
As defined in Section 5.1.

1.2.16 Development Rights
As defined in Section 4.2.
1.2.17 Effective Date
As defined in the Preamble.

1.2.18 Eligible Mortgagor
The holder of a first mortgage on a Unit granted to secure the repayment of a loan for the purpose of financing hard and soft costs of the construction and furnishing of buildings and other improvements in the Unit, that has notified the Town and the association of Unit Owners in the Common Interest Community, in writing, of its name and address, that it holds a first mortgage on a Unit, and the identification of the Unit on which it holds such Mortgage.

1.2.19 Environmental Laws
Any and all federal, state and local laws, statutes, ordinances, rules, regulations, orders, or determinations of any Governmental Authority pertaining to the environment, including the federal Clean Water Act, the federal Clean Air Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the federal Water Pollution Control Amendments, the federal Resource Conservation and Recovery Act of 1976, the federal Hazardous Materials Transportation Act of 1975, the federal Safe Drinking Water Act, the federal Toxic Substances Control Act, and any comparable or similar environmental laws of the State applicable to the design, development, purchase, acquisition, disposition, equipping, construction, financing, leasing, maintenance, ownership, occupancy, possession, control, management, use or non-use or operation of any property, facility, structure or improvement forming part of the Project.

1.2.20 Environmental Reports
As defined in Section 6.1.1.

1.2.21 Environmental Remedial Action
As defined in Section 6.6.

1.2.22 Existing Environmental Conditions
As defined in Section 6.1.2.

1.2.23 FOIA
The Freedom of Information Act, Chapter 14 Sections 1-200 through 1-242 of the General Statutes as it may be amended from time to time.

1.2.24 General Statutes

1.2.25 Governmental Authorities
All federal, state or local governmental bodies, instrumentalities or agencies, including all political subdivisions of the State (including municipalities, taxing,
fire and water districts and other governmental units), including the Town of Manchester and the State of Connecticut.

1.2.26 **Greenway**
The land and improvements thereon more particularly described in the Greenway Deed.

1.2.27 **Greenway Deed**
The Deed of Easement to the Town from the Common Interest Community making certain land available to the public without charge, rent, fee or other commercial service, as contemplated by Conn. Gen. Stat. § 52-557f, for certain recreational purposes, the form of which is attached hereto as **Exhibit C**.

1.2.28 **Governmental Permits**
All local approvals, other approvals and permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by Governmental Authorities pursuant to Applicable Laws, including those relating to traffic, environmental protection, wetlands, zoning site approval, building and public health and safety, that are required for the development of any property, facility, structure or improvement forming part of the Project, but specifically excluding elevator licenses, liquor licenses and other operational permits of the like.

1.2.29 **Hazardous Materials**
(i) Any chemical, compound, material, mixture or substance that is now or hereafter defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous waste”, “restricted hazardous waste” or “toxic substances” or terms of similar import under any applicable federal, state or local law, or under the regulations adopted or promulgated pursuant thereto, including Environmental Laws; (ii) any oil, petroleum or petroleum derived substance, any flammable substances or explosives, any radioactive materials, any hazardous wastes or substances, any toxic wastes or substances, or any other materials or pollutants which cause any part of any facility, structure or improvement to be in violation of any Environmental Laws; and (iii) asbestos in any form, urea formaldehyde foam insulation, electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of applicable legal or regulatory limits.

1.2.30 **Infrastructure Budget**
As defined in Section 8.1.

1.2.31 **Infrastructure Fund**
As defined in Section 8.2.
1.2.32 **Infrastructure Improvements**
As defined in Section 8.1.

1.2.33 **Infrastructure Notice**
As defined in Section 8.1.

1.2.34 **Land Records**
The Land Records of the Town of Manchester, Connecticut.

1.2.35 **Limited Common Element**
A portion of the Common Elements allocated by the Declaration or by the operation of Subsections 47-221(2) or (4) of CIOA for the exclusive use of one (1) or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community will be described in the Declaration as it may be amended from time to time.

1.2.36 **Master Preliminary Plan Approval Date**
As defined in Section 2.3.

1.2.37 **Microgrid**
The group of interconnected loads and the energy resources within the Project, including the energy resources located at the Central Plant capable of connecting and disconnecting from the grid to enable it to operate in both grid-connected or in island-mode.

1.2.38 **Microgrid Deed**
As defined in Section 3.6.

1.2.39 **Microgrid Unit**
That Unit or Unit(s) on which the Central Plant will be located, which area of land making up such Unit(s) is depicted on the Master Preliminary Plan as Unit # 13.

1.2.40 **Office Space**
All categories of land use encompassed by “Office Uses” within the meaning of Section 26.04 of the Town’s Zoning Regulations.

1.2.41 **Parcel**
A piece or parcel of land, together with any fixtures or other improvements located thereon, which is an existing building lot subject to separate taxation at the Effective Date of this Agreement.

1.2.42 **Parkade Deed**
As defined in Section 3.2, the form of which is attached as Exhibit B.

1.2.43 **Permitted Encumbrances**
Any of the following: (A) liens for taxes, assessments and other governmental charges or levies not yet delinquent; (B) liens of materialmen, mechanics,
carriers, warehousemen, and other similar liens arising in the ordinary course of business and securing obligations that have not remained unpaid for more than 90 days from the date the same shall have become due; (C) pledges or deposits made in connection with, or to secure payment of, worker’s compensation, unemployment insurance, old age pensions or other social security obligations; 

(D) any rights created pursuant to this Development Agreement; (E) public or private utility access, easements, and rights of way, including without limitation those relating to the Microgrid; (F) easements, rights of way, encroachments, and exceptions which will not interfere with or impair the present or future operation of the property; (G) rights of tenants, occupants and licensees pursuant to leases, occupancy agreements or other such rental agreements; (H) rights, interests, privileges or entitlements approved in writing by the Town; and (I) such minor defects, irregularities, encumbrances, easements, and clouds on title as normally exist with respect to similar properties and which do not adversely affect marketable title of the property affected thereby as determined by application of the Standards of Title of the Connecticut Bar Association then in effect.

1.2.44 Permitted Mortgage

Any fee or leasehold mortgage, security agreement, or other form of security given in connection with a financing, refinancing, or sale, the proceeds of which are to be used exclusively in connection with one or more Units, the Common Elements, a combination thereof, or any other part of the Project, including, without limitation, to pay for or reimburse the cost of acquisition of a Unit or for the so-called “hard” and “soft” costs associated with development and construction of the Project, including, without limitation, any improvements to be built in the Common Elements or on any Unit (including financing secured by one or more of the Units or part or all of the Common Elements in the Common Interest Community).

1.2.45 Person

Any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit.

1.2.46 Phasing Plan

As defined in Section 0.

1.2.47 Project

The mixed-use development, projected to include approximately 883,200 square feet of buildings, including Office Space, market-rate housing, retail and entertainment components, including, without limitation, improvements to Green Manor Boulevard and construction of a greenway along Bigelow Brook (the “Greenway”) as set forth in the Conceptual Space Allocation which is part of the Proposed Master Preliminary Plan attached hereto as Exhibit L; potential establishment of a foreign trade subzone as an additional incentive for business attraction; the Microgrid; sustainable building and site principles constructed to
LEED standards and low impact stormwater collection, proposed by the Developer to be constructed on Parcels of land including the Theater Parcel.

1.2.48 Project Entity Default
As defined in Section 5.3.

1.2.49 Project Entity
As defined in the Preamble.

1.2.50 Proposed Master Preliminary Plan
As defined in Section 2.1.

1.2.51 Representatives
A Person’s Affiliates, and its or their directors, members, managers, partners, officers, employees, agents, consultants and advisors (including lenders, financial advisors, counsel, accountants, architects, engineers and other professionals) preparing, furnishing, receiving or utilizing, as the case may be, any Proprietary Information.

1.2.52 Residential
All categories of land use encompassed by “Residential Use” within the meaning of Section 26.04 of the Town’s Zoning Regulations.

1.2.53 Retail
All categories of land use encompassed by “Retail Business and Consumer Service Use” within the meaning of Section 26.04 of the Town’s Zoning Regulations.

1.2.54 Special Declarant Rights
Rights reserved in the Declaration for the benefit of the Developer which may include the right to (A) complete improvements indicated on surveys and plans filed with the Declaration; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community; (E) make the Common Interest Community subject to a master association; (F) merge or consolidate the Common Interest Community with another common interest community of the same form of ownership; (G) appoint or remove any officer of the association of Unit Owners of the Common Interest Community or any master association or any executive board member during any period of declarant control; (H) control any construction, design review or aesthetic standards committee or process; (I) attend meetings of the Unit Owners and, except during an executive session, the executive board of the association of Unit Owners of the Common Interest Community; or (J) have access to the records of the association
of Unit Owners of the Common Interest Community to the same extent as a Unit Owner.

1.2.55 **State**
The State of Connecticut.

1.2.56 **Surface Parking**
One or more parking fields and associated lighting, landscaping, drainage, signage and other improvements to constructed as part of the Project.

1.2.57 **Tax Assessment Agreement**
As defined in Section 7.1

1.2.58 **Town**
The Town of Manchester, Connecticut.

1.2.59 **Town Funds**
As defined in Section 8.1.

1.2.60 **Town Default**
As defined in Section 5.2.

1.2.61 **Town Infrastructure Improvements**
As defined in Section 8.1.

1.2.62 **Town Manager**
The General Manager of the Town, provided that, in event there is a vacancy in the position of General Manager, or the Town eliminates said position, then the term "Town Manager" shall instead refer to the chief-most elected official of the Town.

1.2.63 **Transfer Act**
Sections 22a-134 to 22a-134i of the General Statutes.

1.2.64 **Uncontrollable Circumstances**
As defined in Section 5.4 hereof.

1.2.65 **Unit**
A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described pursuant to subdivision (5) of subsection (a) of section 47-224 of the General Statutes.

1.2.66 **Unit Deeds**
As defined in Section 3.5.
1.2.67 Unit Owner
A Person who owns a Unit in the Common Interest Community, but does not include a Person having an interest in a Unit solely as security for an obligation, and includes a Person holding a leasehold interest of forty years or more in a Unit, including renewal options.

2 The Proposed Master Preliminary Plan.

2.1 The Proposed Master Preliminary Plan.
The Developer has proposed a redevelopment of the Property as outlined in its RFP submission to the Manchester Redevelopment Agency dated May 16, 2019, as amended May 28, 2019. Furthermore, the Developer has prepared a proposed master preliminary plan for the Project which is consistent with said RFP submissions and the desires of the Town, a copy of which is attached hereto as Exhibit L (the “Proposed Master Preliminary Plan”). The Developer may amend the Proposed Master Preliminary Plan at any time prior to the Master Preliminary Plan Approval Date with the written consent of the Town Manager. The Proposed Master Preliminary Plan shall include, among other things, project phasing milestones and deadlines for the sequencing of the Project. A preliminary outline of such milestones and deadlines is attached as Exhibit J.

2.2 Reserved

2.3 Approval of the Master Preliminary Plan
No later than thirty (30) days after the Effective Date, the Developer shall apply to the Town’s Planning and Zoning Commission for approval of the Proposed Master Plan. The Town shall join in and consent to the Developer’s application for the Proposed Master Preliminary Plan. The final Proposed Master Preliminary Plan, as approved by the Town’s Planning and Zoning Commission shall be referred to herein as the “Approved Master Preliminary Plan”. The date that the approval of the Master Preliminary Plan by the Town’s Planning and Zoning Commission becomes final and non-appealable shall be referred to herein as the “Master Preliminary Plan Approval Date.” Thereafter, the Approved Master Preliminary Plan may only be amended with the consent of the Town and approval of the Town’s Planning and Zoning Commission.

2.3.1 Denial of Master Preliminary Plan.
In the event that the Manchester Planning and Zoning Commission denies the Developer’s Master Preliminary Plan, the parties agree that the Developer shall have the right to resubmit a revised application. In the event that the revised Master Preliminary Plan application is denied by the Commission, the Town and Developer reserves the right to cancel this Agreement and upon cancellation, the Parties shall have no further obligations to each other hereunder.
3 Creation of Condominiums, Conveyance Back to The Town, & Sale to Project Entities

3.1 Initial Closing
There shall be a closing at the offices of the Town of Manchester or at such other place in Hartford County, Connecticut the Town may designate (the “Initial Closing”). The Initial Closing shall occur simultaneously with the execution of this Agreement. The purpose of the Initial Closing shall be to create the condominium units that will be sold to the Project Entities. As further described herein, the following documents will be recorded on the Land Records at the Initial Closing:

(1) the Town shall record the Parkade Deed transferring the Town Property, the Adjacent Parcel, and Extra Land to the Developer, in accordance with Section 3.2 hereof;

(2) the Developer shall record an easement in favor of Parkade Microgrid, LLC, in accordance with Section 3.3 hereof;

(3) the Developer shall record, immediately after the recording of the Parkade Deed, a Declaration submitting the Parkade Parcels and the Green Manor Parcel to the condominium form of ownership in accordance with Section 3.4 hereof;

(4) the Developer shall record on the Land Records deeds transferring each Unit to the Town, in accordance with Section 3.5; and

Additionally, the parties will enter into certain Purchase and Sale Agreements at the Initial Closing, pursuant to Paragraph 3.7 hereof, whereby the Town will sell the Units to the Project Entities for an aggregate total of $1.7 Million Dollars, to be allocated as set forth on Exhibit I hereto.

3.2 Conveyance From the Town to the Developer
At the Initial Closing, the Town shall record a deed transferring all of the Parkade Parcels, the Extra Land, and the Green Manor Parcel to the Developer, which deed shall be in the form attached hereto as Exhibit B (the “Parkade Deed”).

3.3 Microgrid Easement
At the Initial Closing, immediately after the recording of the Parkade Deed, the Developer shall record in the Land Records an easement in favor of Parkade Microgrid, LLC, in the form attached hereto as Exhibit E.
3.4 Formation of a Common Interest Community

3.4.1 The Declaration. At the Initial Closing, immediately after the recording of the Parkade Deed, the Developer shall record on the Land Records a Declaration and Survey submitting the Parkade Parcels and the Green Manor Parcel to the condominium form of ownership under CIOA in the form attached hereto as Exhibit F (the “Declaration”). The Greenway and the Green Manor Parcel shall become a part of the common elements of the Common Interest Community. The Declaration shall provide that the Developer shall retain the right to add additional land from the Theater Parcel to those Units located on the Adjacent Parcel and to add additional land from the Theater Parcel as part of the common elements of the condominium association.

3.4.2 Association and Bylaws. At the Initial Closing, the Developer and the Project Entities shall form an association of Unit owners and adopt bylaws in the form attached hereto as Exhibit G. The bylaws shall be consistent in form and substance with CIOA and the provisions of this Agreement with respect to the organization of the Common Interest Community.

3.4.3 Approval by Title Insurance Company. Prior to the Initial Closing, the Developer shall provide the Town with reasonable written evidence that one or more title insurance companies authorized to transact business in the State have reviewed the Declaration and bylaws and have determined that any Unit or Units declared in the Declaration are insurable and marketable.

3.5 Conveyance of Units to Town. At the Initial Closing, immediately after the recording of the Declaration, the Developer shall record on the Land Records quitclaim deeds (the “Unit Deeds”) transferring title to each Unit to the Town, except for the Microgrid Unit. Each of the Unit Deeds shall be in the form attached hereto as Exhibit H. For the purpose of conveyance taxes, the consideration for each Unit Deed shall be $1.00. In no event shall the Town be liable to pay any assessment for common charges by virtue of its ownership of a Unit. In the event the Association of Unit Owners shall nonetheless assess any Unit owned by the Town, Developer shall immediately pay such assessment. During the term of this Agreement, the Town shall not exercise any voting rights in the common interest community association that it has by virtue of its ownership of any Unit without the Developer’s prior written consent. Notwithstanding the foregoing, the Town may exercise such voting rights to vote against any assessment for which the Town would be liable, unless the Developer provides the Town with reasonable assurances that it can and will pay any such assessment. The Developer shall further hold the Town harmless for any assessment levied against the Unit while owned by the Town and for any tax incurred as a result of Developer’s brief ownership of the Project Parcels during the initial closing.
3.6 Conveyance of Microgrid to Project Entity.
At Initial Closing, immediately after the recording of the Declaration, the Developer shall record on the Land Records a quitclaim deed (the “Microgrid Deed”) transferring title to the Microgrid Unit to Parkade Microgrid, LLC. The Microgrid Deed shall be in the form attached hereto as Exhibit K.

3.7 Purchase and Sale Agreements.
At the Initial Closing, the Town will enter into purchase and sale agreements for each Unit with the corresponding entity and at the price set forth on Exhibit I hereto (collectively referred to as the “Purchase and Sale Agreements,” or each individually as a “Purchase and Sale Agreement”). Each Purchase and Sale Agreement shall be in the form attached hereto as Exhibit D and call for a closing that occurs simultaneously with the Town’s issuance of a building permit.

3.8 Immediate Sale Upon Proof of Completion.
Each Purchase and Sale Agreement shall provide that, any time after the Town has issued certificates of occupancy for at least six (6) of the buildings constructed as part of the Project (the “Building Benchmark”) pursuant to the phasing plan set forth on Exhibit L-1 (the “Phasing Plan”), the closings under such agreements may occur on such date selected by the Project Entity upon thirty (30) days written notice to the Town, regardless as to whether a building permit has issued, but in any event, not later than the earlier of (a) two-years after the Building Benchmark; or (b) the termination of the applicable Purchase and Sale Agreement (the “Outside Closing Date”).

4 Restrictions and Controls Upon Development

4.1 Unit Designations
The Declaration incorporates a survey on which airspace units are depicted with reasonable accuracy. The survey shows the lateral boundaries of the units, and the surface of the ground will be the lower boundary of the units. Those portions of the Parkade Parcels that are not designated as units will be part of the common elements. The Green Manor Parcel and Greenway will be part of the common elements. Areas of the survey where development rights are reserved will be labeled and noted accordingly. The buildings that are to be built on each Unit shall be appropriately marked as “need not be built.”

4.2 Common Interest Community Development Rights
The Declaration provides that the Developer reserves certain development rights and special declarant rights, including, but not limited to, the rights to: (1) create additional units, (2) create or allocate limited common elements to units, (3) add land to the community, and (4) withdraw land from the community (the “Development Rights”).
4.3 **Transfer of Common Interest Community Development Rights and Special Declarant Rights.** The Developer shall not transfer, convey, sell or otherwise alienate any of the Development Rights, other than in the form of a Permitted Mortgage, unless the transaction is (a) in compliance with CIOA, the provisions of this Agreement and the provisions of the Declaration, (b) approved in advance by written consent by the Town in its sole discretion, and (c) the assignee agrees to assume all of the Developer’s applicable obligations under this Agreement. Notwithstanding the foregoing, the Developer: (1) may convey any Development Rights in one or more Units to the Project Entity that owns said Unit or is under a contract with the Town for the purchase of said Unit, without the advance written consent of the Town; and (2) may convey Development Rights, without the advance written consent of the Town to the owner of the Microgrid Unit as may be reasonably necessary to construct, finance, or operate the Microgrid. In all cases where Town approval is required the Town reserves the right to condition any approval of a conveyance of all or substantially all of the Development Rights on approval of the assignee’s development experience and financial capacity and payment of a transfer fee of 50% of the consideration to be paid to Developer in excess of its’ out-of-pocket expenses plus reasonable overhead and profit. For the avoidance of doubt, it is the parties’ intention that the forgoing transfer fee will not apply with respect to conveyances made in connection with a Permitted Mortgage.

4.4 **Phasing Plan.**

On and after the Initial Closing, the Developer will use commercially reasonable diligence to pursue the development of the Project and obtain a building permit for the buildings to be constructed as part of each Unit, in accordance with the Phasing Plan.

5 **Default**

5.1 **Default by Developer.**

5.1.1 The occurrence of any one or more of the following events constitutes a default by Developer under this Agreement (**Developer Default**):

(i) failure by Developer, which failure continues for more than thirty (30) days after written notice of such failure is given by the Town to Developer, to make any payment when due to the Town under this Agreement;

(ii) failure by Developer to observe or perform any other material covenant, agreement, condition or provision of this Agreement or the Declaration, if such failure shall continue for more than sixty (60) days after notice of such failure is given to Developer by the Town; provided, however, that Developer shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within sixty (60) days,
so long as Developer has promptly commenced such cure, and diligently proceeds in a reasonable manner to complete the same thereafter and such default has in any event been cured within 180 days of such default;

(iii) any material representation or warranty of Developer made to the Town proves to have been inaccurate in any material respect when made and, if susceptible of cure, the same continues for a period of thirty (30) days after notice thereof by the Town to Developer;

(iv) the occurrence of an Event of Insolvency as to Developer; or

(v) the assertion against Town or any Unit owned by Town by any Project Entity, any association of unit owners, any person providing labor, other services or material to the Project or any other Person of any claim or lien for the failure of Developer to pay or perform any obligation of Developer under this Agreement or the Declaration, unless the Developer pays such amounts or provides the Town with a surety bond for such amounts within ninety (90) days after notice to the Developer of the same.

5.1.2 In the event that Developer wishes to avail itself of the extended cure rights provided in this Section 5.1 in circumstances in which cure is possible, but not within the applicable grace period, Developer shall promptly furnish to the Town a written statement specifying the actions undertaken or to be undertaken to cure such default, and thereafter, upon the written request of the Town, shall promptly provide such additional or updated information with respect to such actions as the Town may reasonably request.

5.2 Default by the Town.

5.2.1 Upon the failure by the Town to observe or perform any material covenant, agreement or provision of this Agreement, if such failure shall continue for more than sixty (60) days after written notice of such failure is given to the Town by Developer; provided, however, that the Town shall not be in default with respect to such matters that are susceptible of cure but cannot reasonably be cured within sixty (60) days, so long as the Town has promptly commenced such cure, and diligently proceeds in a reasonable manner to complete the same thereafter ("Town Default"); or

5.2.2 In the event that the Town wishes to avail itself of the extended cure rights provided in this Section 5.2 in circumstances in which cure is possible, but not within the applicable grace period, the Town shall promptly furnish to Developer a written statement specifying the actions undertaken or to be undertaken to cure such default, and thereafter, upon the written request of Developer, shall promptly
provide such additional or updated information with respect to such actions as Developer may reasonably request.

5.3 **Default by Project Entity.**

The failure by any particular Project Entity to observe or perform any material covenant, agreement, condition or provision of this Agreement applicable to that Project Entity shall constitute a default by that particular Project Entity under this Agreement (a "Project Entity Default") if such failure shall continue for more than sixty (60) days after notice of such failure is given to that Project Entity by the Town; provided, however, that the Project Entity shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within sixty (60) days, so long as that Project Entity has promptly commenced such cure, and diligently proceeds in a reasonable manner to complete the same thereafter and such default has in any event been cured within 180 days of such default.

5.4 **Remedies for Default.**

5.4.1 In addition to any remedies provided at law or in equity hereunder, the parties shall further have the right to sue for specific performance, or injunctive or other equitable relief. Nothing contained herein shall limit the rights and remedies of the Town with respect to the enforcement of payment and collection of all tax obligations and any other taxes, fees, charges or assessments due the Town under applicable laws. No remedy herein conferred is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of law.

5.4.2 The Parties further specifically acknowledge and agree, that, in any action for specific performance, injunctive or other equitable relief as a result of Developer Default, Project Entity Default, or Town Default, consistent with applicable rules of procedure and case law and the most common use of terms therein, the injury to the Town, Project Entity, or Developer, as the case may be, from any such default is real, specific, immediate and irreparable, and that no bond shall be required to be posted by the Town, Project Entity, or Developer prior to the award of any such injunctive or other equitable relief.

5.5 **Uncontrollable Circumstances.**

The parties hereto shall be excused from their obligations hereunder, and any deadline or other time of performance specified herein shall be extended, to the extent and for so long as such party shall be prevented from compliance by reason of Uncontrollable Circumstances or the consequential effects thereof, provided that: (1) the facts giving rise to such inability to comply are actually known by the other Party; or (2) notice of such inability to comply is given to the other Party to this Agreement within thirty (30) days after the occurrence of the applicable
Uncontrollable Circumstance becomes known to, or the effect thereof becomes determinable or measurable by, the party providing such notice.

"Uncontrollable Circumstance(s)" means any event which renders impossible, prevents, interrupts or delays the performance of an obligation of a party, if such event is beyond the reasonable control of such Party and which, by the exercise of due diligence, such party would be unable to overcome, including: strikes, lockouts, sit-downs, material or labor restrictions by any Governmental Authority, shortages of material or labor, a significant and unusual increase in the cost of materials or labor, unusual transportation delays, riots, floods, explosions, epidemic, pandemic or similar public health emergency, quarantine restrictions, any event that results in the State of Connecticut or the federal government issuing a disaster declaration, earthquakes, fire, unusually unfavorable weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, and the commencement and continued pendency of legal proceedings, including any appeal of a decision of the Planning and Zoning Commission of the Town of Manchester, not brought by such party or any affiliate thereof and not based on any event or circumstance which constitutes a breach or default by such party of any obligations, covenants or agreements under this Agreement or which is otherwise within the reasonable control of such party, which legal proceedings restrain or enjoin the performance by such party of such obligation, or, if adversely determined, would effectively prohibit the development, financing or operation of the Project. Without limitation, the following are not “Uncontrollable Circumstances”: (i) changes in economic or market conditions; (ii) Developer’s failure or inability to attract or reach agreement with a prospective tenant; (iii) the failure or inability of Developer to obtain the Opportunity Zone equity contribution or other financing, or to satisfy the conditions or requirements of any financing commitment, other than as a result of the occurrence of an event or events that otherwise constitute Uncontrollable Circumstances; or (iv) the inability to obtain necessary Governmental Permits or to satisfy the conditions or requirements of necessary Governmental Permits other than as a result of the occurrence of an event or events that otherwise constitute Uncontrollable Circumstances.

6 Environmental

6.1 Prior Environmental Reports

6.1.1 Developer’s Acknowledgement of Access
Town has delivered to Developer, or has provided Developer with an opportunity to review, copies of all documents in the Town’s possession, custody, or control relating to the status of the Property with respect to any environmental condition or Environmental Law, a list of which is set forth on Exhibit M attached hereto (the "Environmental Reports").

6.1.2 Disclaimer of Representations
Developer acknowledges and agrees that the Town makes no representation as to whether the Property is or may be subject to various obligations under the
Transfer Act and that the Environmental Reports disclose the presence of environmental conditions on or near the Property resulting from past activities and facilities located on or in the vicinity of the Property (hereinafter, such environmental conditions, together with any additional environmental conditions that may be present in, on, under or about the Property as a result of past activities and facilities located on or in the vicinity of the Property, the "Existing Environmental Conditions").

6.2 No Representations or Warranties
The Town does not make, has not made and specifically disclaims any representation or warranty, express or implied, regarding any Existing Environmental Condition at, on, under or about the Property or any Environmental Liability related to the Property. Developer acknowledges and agrees that (i) Town makes no representations or warranties as to the truth, accuracy or completeness of the Environmental Reports, (ii) the Environmental Reports are provided only for Developer's convenience, (iii) Developer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any Environmental Reports, and (iv) that Developer has entered into this Agreement subject to any and all Existing Environmental Conditions.

6.3 Developer's Environmental Reports to be Delivered to Town; Reliance Letters
Developer shall deliver to Town any and all reports and other data or information with respect to Existing Environmental Conditions prepared by or for the Developer in connection with its due diligence investigation of the Property. Developer shall also provide, at no expense to the Town, a reliance letter from each engineer or consultant preparing any of such reports.

6.4 Compliance with the Transfer Act
In the event that the Town or the Developer, based on an investigation performed in accordance with prevailing standards and guidelines, determines that the Property is an "establishment" under the Transfer Act, the Town shall prepare and deliver the appropriate forms on which Town shall provide the required certification, along with a bank check or money order made payable to DEEP in the amount of the appropriate filing fee under the Transfer Act. The Town shall prepare and deliver to Developer at the Initial Closing a completed Environmental Condition Assessment Form on which Town shall be the certifying party.

6.5 Environmental Due Diligence
Developer is in the process of obtaining an updated Phase I report for the Property. The Developer will provide a completed copy to the Town. In the event that the updated report indicates that further testing is needed, e.g. a Phase II report, the parties will negotiate in good faith the scope and cost of the report in order to proceed. If such Phase II report indicates the need for further remediation of the Property, the parties shall negotiate the responsibility for the costs thereof. In the event that the parties cannot reach agreement on the liability of the Town for such costs, the Developer shall have the right
on fifteen (15) days’ notice to the Town to terminate this Agreement without further responsibility.

6.6 Communications with Governmental Authorities

In connection with any Environmental Remedial Action, the following communications protocol shall apply:

6.6.1 General Limitation

Developer shall refrain from communicating either orally or in writing, or in any other manner, with any Governmental Authority concerning Town's obligations under this Agreement. Developer acknowledges and agrees that Developer shall coordinate through Town, and Town shall control, all correspondence, discussions and negotiations with, and submissions to, any Governmental Authority concerning, or that may affect, such matters. Town shall provide Developer with an opportunity for timely prior review and comment of all substantive submissions to be made by Town to any Governmental Authority in connection with Town's obligations hereunder and shall duly consider any comments made by Developer.

6.6.2 Exceptions

Notwithstanding the foregoing, nothing in this Agreement shall preclude Developer from making any filing or other communication necessary to satisfy a legal obligation of Developer. For any communication required by Developer under this Section 6.6.2, Developer shall provide Town with an opportunity for timely prior review and comment of all substantive submissions to be made by Developer to any Governmental Authority in connection with any Environmental Remedial Action by Developer and shall duly consider any comments made by Town.

6.6.3 Cooperation

Town and Developer shall timely provide each other with copies of all correspondence or communications from, with or to any Governmental Authority in connection with any Environmental Condition arising or occurring at, on, under, about or emanating from or to the Property and whenever arising or accruing.

6.7 Survival

The provisions of this Section 6 shall survive the Initial Closing, or any earlier termination of this Agreement, without time limitation.
7 Assessment of Taxes

7.1 Tax Assessment Fixing Agreement.
Pursuant to Connecticut General Statutes § 12-65b, the Town agrees to fix the assessment of the Units and the Development Rights according to the terms and conditions of the Tax Assessment Fixing Agreement attached hereto as Exhibit N.

8 Town Cooperation & Assistance

8.1 Infrastructure Improvements.
The parties agree that for the Project to be developed as envisioned in the Proposed Master Preliminary Plan, there are substantial infrastructure improvements that are required to be constructed in the Common Elements, excluding the Microgrid, but, including without limitations: roadways, sidewalks, crosswalks, traffic signals, traffic signage, sanitary and storm sewer lines, surface-level parking lot paving and striping, fire lane access drive, and the construction of the Greenway along Bigelow Brook. The design and construction plans for all infrastructure improvements shall be completed by the Developer.

Those Infrastructure Improvements which specifically relate to the construction and/or reconstruction of Green Manor Boulevard, the Greenway along Bigelow Brook, and the vehicular & pedestrian ways throughout and surrounding the Project, shall be completed by the Developer at the sole cost and expense of the Town (collectively the “Infrastructure Improvements,” and each individually an “Infrastructure Improvement”) up to the maximum amount of $1,700,000 and according to the schedule stated in Exhibit O. Any costs or expenses for Infrastructure Improvements in excess of said $1,700,000 cap shall be borne by the Developer. Prior to commencing work the Developer shall provide written notice to the Town (each an “Infrastructure Notice”), which shall describe the scope, schedule and estimated budget to undertake such Infrastructure Improvements (each an “Infrastructure Budget”), all of which shall be subject to the reasonable approval of the Town, which shall not be unreasonably withheld or delayed. Each Infrastructure Budget shall include all hard costs and may include associated soft costs (including financing costs required to fund any Infrastructure Improvement). Within thirty (30) days after approval of an Infrastructure Budget, the Developer shall diligently commence to completion the work. All costs and expenses for the work shall be funded by the Developer and reimbursed from the Infrastructure Fund set forth below. If the actual cost of such Infrastructure Improvement exceeds the final approved Infrastructure Budget associated with such improvement, then the Developer shall submit to the Town a revised Infrastructure Budget for the Town’s approval, which shall not be unreasonably withheld or delayed. All Infrastructure Improvements shall be completed by the date set forth on Exhibit L-1.

Each time there is a closing for the sale to a Project Entity of a Unit, the Town shall direct the Project Entity to pay the full amount of the net sales proceeds of such sale that would
otherwise be paid to the Town, directly to the Developer instead, to be held by the Developer in the Infrastructure Fund established in Section 8.2. The net sales proceeds from each Unit sale shall be the sole source of funding and/or reimbursing Developer for the cost of the Infrastructure Improvements.

8.2 Infrastructure Fund.
The Developer shall establish a dedicated bank account to hold any portion of the Town Funds that are dedicated for Infrastructure Improvements that are paid to the Developer (the “Infrastructure Fund”). Any disbursements from the Infrastructure Fund shall be used solely for the Infrastructure Improvements, including, but not limited to, the hard and/or soft costs associated with the Infrastructure Improvements. The Developer acknowledges that the Developer is obligated to perform the Town Infrastructure Improvements prior to all of the anticipated closings for Unit sales, and that there may be insufficient amounts on deposit in the Infrastructure Fund to reimburse Developer for such costs at the time they are incurred. Developer represents that they have sufficient alternative funding to advance the costs until such time as the sales occur. Upon completion of the Infrastructure Improvements, any remaining funds in the Infrastructure Fund shall be paid to the Town. Developer shall provide to the Town not less than 10 days prior to seeking reimbursement from the Infrastructure Fund evidence reasonably acceptable to the Town, such as copies of invoices, purchase orders, and payment receipts, to support any withdrawals from the Infrastructure Fund.

Upon reasonable notice to the Developer, the Town shall have the right to audit the Infrastructure Fund. In the event of a breach by the Developer of any of the terms of this Section 8.2, the Town shall have the right to require that the Infrastructure Fund be held by the Town.

8.3 Sewers, Drains and Water Lines.
The Developer shall be responsible at its sole cost for the installation or relocation of any the sewers, drains and water lines in any public rights of way adjacent to the Parkade Parcels and the Green Manor Parcel of the size, capacity and serviceability necessary to meet the requirements of the Project. The Developer shall further be responsible at its sole cost for the costs of installing and extending the intradevelopment utility lines to any improvement and from the Property lines to the utility lines and public right of ways and of complying with any of the applicable building and zoning ordinances relating to utilities and requirements of the City. Notwithstanding the forgoing, the Town shall reasonably cooperate with the Developer, at no cost to the Town, in the installation or relocation of any sewers, drains, water lines, or other utilities in any public rights of way adjacent to the Parkade Parcels and the Green Manor Parcel that may be necessary to meet the requirements of the Project. In the event the Town requires one or more approvals in connection with such cooperation, such as an approval under Conn. Gen. Stat. § 8-24, the Town shall make good faith efforts to obtain such approval(s), but shall have no obligation to undertake any act for which such approval(s) are needed and are not obtained. The Town also agrees to cooperate with Developer, at no cost or expense
to the Town, in obtaining any third party consents that may be necessary to accomplish such installation or relocation, provided that such assistance shall not require the Town to exercise any right of eminent domain.

8.4 **Permit and Inspection Fees.**
With respect to building permit and inspection fees, the Developer shall pay a flat fee to the Town, in lieu of all such fees relating to the Project, in the amount of $100,000 per calendar year for any year in which the Developer or any Project Entity is actively constructing one of more of the buildings contemplated by the Approved Master Preliminary Plan, as that plan may be amended or revised. The Parties agree that this flat fee is sufficient to compensate the Town for its actual cost of processing the permits and conducting any inspections relating to the Project.

8.5 **Recording Fees.**
To the extent that this Agreement calls for the Town or the Developer to record any documents on the land records of the Town at (a) the Initial Closing, or (b) at any closing for the sale of a Unit from the Town to a Project Entity, then such documents shall be provided to the Town at the time of the Closing and the Town shall cause an employee of the Town to record the same on the Town’s land records in conjunction with such employee’s official duties and the Town, as contemplated in Conn. Gen. Stat. § 7-34a.

8.6 **Rebate of Tipping Fees.**
The Town shall rebate any construction waste tipping fees paid at the Town’s landfill that are associated with the Project. All contractors delivering waste must have a valid Commercial Permit issued by the Town Sanitation Division. Contractors delivering such material to the landfill shall pay 100% of the tipping fees at the time of delivery. At any time, the Developer or owner of the relevant Unit may submit a request for said fees to be rebated. The Town will rebate said fees within thirty (30) days of its receipt of a valid request. The rebate will be paid to the owner/agent and not the contractor who delivered the waste to the landfill.

8.7 **Joining in Applications.**
Within thirty-five (35) days after receipt of a written request from Developer, the Town will join (if required) in any and all applications for permits, licenses or other authorizations required by any government, public utility, or other body having jurisdiction in connection with work the Developer is to perform under this Agreement and will also join in any grants for easements for electric, telephone, gas, water, sewer and any other public utilities and facilities that relate to the Project. In the event the Town requires one or more approvals in order to comply with its obligations under this Section, including, but not limited to, an approval under Conn. Gen. Stat. § 8-24, then the Town shall not be in breach for failure to so comply so long as the Town acts diligently and in good faith to obtain such approval(s).
8.8  **Greenway**  
Within ninety (90) days after the completion of the Town Infrastructure Improvements for the Greenway the Developer will cause the Common Interest Community to record the Greenway Deed of Easement. The Declaration shall similarly contain a specific covenant of the Common Interest Community to deliver the Greenway Deed of Easement to the Town.

8.9  **Temporary Construction Easement.**  
The Town agrees to permit and hereby grants the Developer and its agents, consultants, and contractors, the right, during the term of this Agreement, to enter upon and use each of the Units in connection with the design and/or construction of the Infrastructure Improvements, the Microgrid, or any other aspect of the Project, including, but not limited to, the right to enter upon said parcels, pass and repass over said parcels for any and all purposes, construct and install materials or improvements, to store materials and equipment, to operate equipment, install utilities, install drainage and detention ponds, to excavate, grade, slope, clear, pave, and/or fill, to remove or add any trees, shrubs, plants and bushes, install decorative landscaping or fencing, and to erect temporary/construction fencing, and perform any other work necessary for the design, construction, or maintenance of any portion of the Project. The above rights shall automatically terminate, with respect to any particular Unit, upon the Town’s transfer of said Unit to a Project Entity. For the avoidance of doubt, nothing in this Section shall permit the Developer to construct, on any of the Units, any permanent structures for which a building permit would be required while the applicable Unit continues to be owned by the Town. The Developer’s exercise of the foregoing rights shall be subject to any required permitting or regulatory approvals that would normally be required for such activities on private property.

The Developer agrees to indemnify, defend and hold harmless the Town against and from any and all claims, suits, costs, expenses, losses, liabilities, and damages, including reasonable attorneys’ fees, asserted against the Town by any third party arising out of the entry and/or use of the Units permitted by this Section by the Developer or any of its agents, consultants, and contractors. This indemnity will survive the termination of this Agreement. Prior to exercising any of the rights granted by this Section, the Developer shall obtain commercial general liability insurance with limits of liability for bodily injury not less than $1,000,000 per occurrence and naming the Town as additional insured.

8.10  **Theater Parcel**  
The Parties acknowledge that Master Preliminary Plan contemplates the use of a portion of the Theater Parcel, which the Developer is in the process of obtaining rights to. The Developer will use diligent efforts to acquire privately such portions of the Theater Parcel as are necessary to develop the Project according to the Master Preliminary Plan. In the event that, for any reason, the Developer is unable to acquire such portions of the Theater Parcel, then the Developer shall present to the Town for approval an alternative Master Preliminary Plan that is substantially similar to the existing Master Preliminary Plan, but does not include the Theater Parcel.
9 Miscellaneous Provisions

9.1 Governing Law.
The laws of the State of Connecticut shall govern the validity, performance, construction and enforcement of this Agreement.

9.2 Partial Invalidity
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent possible by law.

9.3 Covenants to be Enforceable by the Town
Any covenant contained in this Agreement and/or the Deed which is expressed to be a covenant running with the Property shall be enforceable by the Town whether or not the Town retains title to an interest in or possession of any land to which such covenant relates. The provisions of this Section 9.3 shall apply to this entire Agreement and is intended to augment (and not restrict) the provisions herein contained.

9.4 Members and Officers Barred from Interest
No member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement or the Developer, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Town shall be personally liable to the Developer or any successor in interest in the event of any default by the Town or for any amount which may become due to the Developer or to its successor or with respect to any other obligations arising under the terms and conditions of this Agreement.

9.5 Town's Exercise of its Police Powers; FOIA
Nothing in this Agreement shall be in derogation of the valid exercise of the police powers of the State of Connecticut. Developer acknowledges that, in the absence of an applicable exception, all communications among the Town, on one hand, and the Developer or the Project Entities, on the other hand, are subject to public disclosure under FOIA. The Town will, whenever legally permitted, provide notice of such FOIA request to the Developer in order to afford the Developer a reasonable opportunity to object to the request. If the Developer objects, the Town shall join in such objection provided the Town finds it is based on a bona fide basis.

9.6 Agreement Binding on Successors and Assigns
The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Town and the Developer.
9.7 **Waivers**
Any right or remedy which the Town or the Developer may have under this Agreement may be waived in writing by the Town or by the Developer (as the case may be) without execution of a new or supplementary agreement, but any such waiver shall not affect any other rights not specifically waived, or be deemed a waiver of such right in the future, unless the writing shall expressly so state. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit that Party’s right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the Party against which it is to be enforced.

9.8 **Amendments; Modifications**
No amendment or modification of this Agreement shall be effective unless in writing and duly executed by each of the Parties hereto, evidencing the mutual agreement of the Parties to any such amendment or modifications, such acknowledgment and acceptance not to be unreasonably withheld or delayed.

9.9 **Approvals and Notices**

9.9.1 **Means of Notice; Addresses**
Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by the Town Manager or other duly authorized officer of the Town, or a duly authorized officer of the Developer, and sent by registered or certified mail, return receipt requested, postage prepaid to the principal address of the party to whom it is directed, which are as follows:

If to the Town:

The Town of Manchester  
41 Center Street  
Manchester, CT 06045  
Attn: Scott Shanley  

With a copy to:  
Updike Kelly & Spellacy PC  
100 Pearl Street  
Hartford CT 06103  
Attn: Brian C. Courtney, Esq.

If to the Developer:

Michael Licamele  
Managing Member
Manchester Parkade, I LLC  
18 Wells Hill Road  
Easton, CT 06612

With a copy to:  
David Shufrin, Esq.  
Hurwitz Sagarin Slossberg & Knuff, LLC  
147 North Broad Street  
Milford, CT 06460

If to a Project Entity to:  
Michael Licamele  
Managing Member  
[Project Entity Name]  
18 Wells Hill Road  
Easton, CT 06612

With a copy to:  
David Shufrin, Esq  
Hurwitz Sagarin Slossberg & Knuff, LLC  
147 North Broad Street  
Milford, CT 06460

9.10 References to Sections, etc.
References to a “Section”, “Sections”, “Article” or “Articles” herein refer to this Agreement unless otherwise stated. The titles of the several Articles and Sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting any of the provisions of this Agreement. References to “writing” shall include printing, photocopy, typing, lithography and other means of reproducing words in a tangible, visible form; the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; and “or” is not exclusive.

9.11 Number and Gender
Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa

9.12 Computation of Time
All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar
days, unless otherwise expressly provided. However, in the event the date specified or computed under such instrument for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, shall be a day other than a Business Day, then the date for such performance, delivery, completion, observance, or occurrence shall automatically be extended to the next calendar day that is a Business Day. Where a provision of this Agreement requires the giving of notice a stated number of days “before,” “prior to” or “in advance of,” or words of similar import, in computing the timeliness of a notice or the date on which the action with respect to notice is given is to become effective, such terminal day shall be excluded from the computation, but the date on which the notice has been given (or deemed to have been given) shall be included in the computation; by way of illustration, a notice required under this Agreement to be given “not less than ten (10) days in advance” of the taking of an action by a Party and is deemed given by that Party on the first day of the month shall be sufficient to allow that Party to take the described action on or after the 11th day of that month. All references in this Agreement to times or hours of the day shall refer to Eastern Time.

9.13 Calculation and Valuation
Whenever any calculation or valuation may be made for any purposes hereunder and the method or manner of such calculation or valuation is not provided for in this Agreement, it shall be done in accordance with generally accepted accounting principles consistently applied or in such other manner as may be mutually agreed by the parties, unless otherwise required by Applicable Laws.

9.14 Attachments
All Schedules, Exhibits and other attachments to this Agreement are incorporated herein by reference in their entirety and made a part hereof for all purposes; provided, however, that in the event of a conflict between the terms of the text of this Agreement and any such attachments, the text of this Agreement shall control.

9.15 References to Statutes and other Enactments
Any reference to any statute, law or regulation includes all statutes, laws or regulations amending, consolidating or replacing the same from time to time, and a reference to a law or statute includes all regulations, codes or other rules issued or otherwise applicable under such law or statute unless otherwise expressly provided in such law or statute or in this Agreement. This rule of interpretation shall be applicable in all cases notwithstanding that in some cases specific references in this Agreement render the application of this rule unnecessary.

9.16 Construction in Favor of Good Faith Exercise of Discretion
All approvals, consents, waivers, acceptances, concurrences and permissions required to be given or made by any Party hereunder shall be at the sole discretion of the Party whose approval, consent, acceptance or permission is required, which discretion shall be exercised in good faith, whether or not expressly so stated, unless otherwise expressly provided herein. Wherever under this Agreement “reasonableness” is the standard for the
granting or denial of any approval, consent, waiver, acceptance or concurrence of any party hereto, the Parties shall be entitled to consider, *inter alia*, public policy and public laws, business and economic considerations, and the rights of and/or obligations owed to third parties.

9.17 **No Presumption of Construction Against Either Party**

The Parties have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against the either Party solely by virtue of the fact that either Party may be considered the drafter of this Agreement or any particular part hereof.

9.18 **Entire Agreement**

This Agreement and the documents executed herewith shall constitute the entire agreement among the parties and shall supersede all other agreements, arrangements, representations, understandings, and communications to date, either oral or written with respect to the transactions contemplated by this Agreement. There are no restrictions, promises, obligations or undertakings between the Parties, other than those set forth or referred to in this Agreement, or the documents executed herewith, with respect to the subject matter hereof. No oral statements or promises and no understandings not embodied in this Agreement, or the documents executed herewith, shall be of any effect whatsoever.

9.19 **Obligations to Continue**

Except as to obligations to be performed at or prior to the Initial Closing or the delivery of any deed, the provisions of this Agreement shall survive the Initial Closing and delivery of any deeds.
Attachments

Exhibit A – Legal Descriptions of Each Parcel
Exhibit B – Parkade Deed
Exhibit C – Greenway Deed of Easement
Exhibit D – Form of Purchase and Sale Agreements
Exhibit E – Microgrid Easement
Exhibit F – Declaration
Exhibit G – Condominium Bylaws
Exhibit H – Form for Unit Deeds
Exhibit I – Schedule of Project Companies
Exhibit J – Schedule of Dates for Project Deeds
Exhibit K – Deed for Microgrid Unit
Exhibit L – Master Concept Plan
Exhibit M – List of Environmental Reports
Exhibit N – Tax Assessment Fixing Agreement
Exhibit O – Infrastructure Improvements

[Remainder of page is intentionally left blank; the next page is a signature page]
TOWN OF MANCHESTER

By: __________________________
    Scott Shanley
    General Manager

Approved as to Form:

MANCHESTER PARKADE I LLC

By: __________________________
    Michael Licamele
    Managing Member

THE PROJECT ENTITIES

By: __________________________
    Name: Michael Licamele
    Title: As Managing Member of:
    PARKADE 1, LLC
    PARKADE 2, LLC
    PARKADE 3, LLC
    PARKADE 4, LLC
    PARKADE 5, LLC
    PARKADE 6, LLC
    PARKADE 7, LLC
    PARKADE 8, LLC
    PARKADE 9, LLC
    PARKADE 10, 11, 12, LLC
    PARKADE 14, LLC
    PARKADE MICROGRID, LLC
Ezhibit A - Legal Descriptions of Each Parcel

1. The Parkade Parcels (324, 330, 334 and 340 Broad Street):
All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Manchester, County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

Beginning at a point located in the westerly street line of Broad Street (a sixty (60) foot wide public right of way) said point being S 7-24-55 E 130' from the point of intersection of said westerly street line of Broad Street and southerly street line of Green Manor Boulevard (a fifty (50) foot wide right of way, thence S 7-24-55 E - 488.29' along the westerly street line of Broad Street to a point; thence S 82 47 05 W - 300.00' to a point; thence S 7-24-55 E - 100.00' to a point; thence N 82-47-05 E-300.00' to a point in the westerly street line of Broad Street, the last three courses being the adjoining property line of the property of Leo Bedrick N/F; thence S 7-24-55E -30.00' along the westerly street line of Broad Street to a point; thence S 82-47-05 W -295.81' to a point; thence S 82-47-05 W -344.06' to a point; thence N 89-06-55 W -241.23' to a point; thence 61-48-55 W -345.55' to a point, the last four courses being the adjoining property lines of the property of Catholic Cemeteries Association of the Archdiocese of Hartford Inc. N/F; thence N 15-26-40 W - 180.99' to a point; thence N 14-53-11 W -368.03' to a point in the southerly street line of Green Manor Boulevard, the last two courses being the adjoining property lines of the property of J.M.B. Income Properties LTD-11 N/F; thence S 89-06-55 W -295.81' to a point; thence along a curve deflecting to the left with a radius of 525.00' and a delta angle of 11-54-0 an arc distance of 109.04' to a point; thence N 81-06-05 E-620.71' to a point, the last three courses being the southerly street line of Green Manor Boulevard; thence S 7-24-55 E-130.00' to a point in the westerly street line of Broad Street; thence N 81-06-05 E -210.00' to a point being the point of the beginning, the last two courses being the adjoining property lines of the property of Beaver Ltd. & Gerald L. Schulman.

Together with the right to use in Common with others entitled thereto, Green Manor Boulevard, a fifty (50) foot wide roadway, for the ingress and egress and for all other roadway purposes to and from Broad Street and Middle Turnpike West, pursuant to Declaration of Easement in Volume 415 at Page 49. Said Green Manor Boulevard being described as follows:

Commencing at a point in the Westerly line of Broad Street which is the Northeasterly corner of said land of said Ellis and Kaplan and is fifty and 02/100 (50.02) feet Southerly from a merestone in said Westerly line of Broad Street at the Southeasterly corner of land now or formerly of First Hartford Realty corporation; thence running Westerly at an interior angle of 91 degrees 29' with the Westerly line of Broad Street, along land on Neil H. Ellis et al; Eight hundred Thirty and 71/100 (830.71) feet to a point; thence running northwesterly along land of Neil H. Ellis et al on a curve to the right, which curve is tangent to the aforementioned line at said point and has a radius of Five Hundred Twenty-Five and 00/100 (525.00) feet, a distance of One Hundred Nine and 04/100 (109.04) feet to a point; thence running Northwesterly along land of Neil H. Ellis et al, and other land of The Farm Lands Exchange Corporation, partly on each, in a line which is tangent to said curve at said point a distance of Eleven Hundred Thirty-Seven and 00/100 (1,137.00) feet to a point; thence running Northwesterly and Northerly along other land of The Farm Lands Exchange Corporation on an arc to the right of a circle with a
radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, which arc is tangent to the
aforementioned line at said point, a distance of Three Hundred Sixty-One and 28/100 (361.28)
feet; thence running Northerly along other land of The Farm Lands Exchange Corporation in a
line which is tangent to said curve at said point a distance of Five Hundred Forty-two and
92/100 (542.92) feet to a merestone in the Southerly line of Middle Turnpike West. The
Northerly and Easterly line of Green Manor Boulevard is Fifty and 00/100 (50.00) feet from
and parallel to the course above described.

Together with all rights, privileges and easements, including easements for parking, sidewalks,
drainage, utilities and other common facilities created pursuant to Cross-Easement Agreement
dated May 31, 1966 recorded in Volume 418 at Page 643 of the Manchester Land Records, as
amended by Agreement and Consent dated March 3, 1982 and recorded in Volume 804 at Page
194 of said Land Records.
2. **The Adjacent Parcel (296 Broad Street).**

Parcel "B" contains 167,629 square feet of land more or less (3.848 acres of land, more or less), and is shown on a map entitled "PROPERTY SURVEY SHOWING SOME LAND OF L & J MANCHESTER II LLC TO BE CONVEYED TO THE TOWN OF MANCHESTER, 296 Broad Street Manchester, CT. Date 05/14/18, Scale 1" = 60""

Beginning at a point in the West Street line of Broad Street, said point being the southeast corner of property now or formerly L & J Manchester II LLC and the northeast corner of Parcel "B";

Thence, S 07° 24' 05" E for a distance of 10.00 feet to a point on a line.

Thence, S 81° 06' 55" W for a distance of 830.71 feet to the beginning of a curve, Said curve turning to the right through an angle of 11° 54' 00", having a radius of 525.00 feet, and whose long chord bears S 87° 03' 55" W for a distance of 108.84 feet.

Thence, N 86° 59' 05" E for a distance of 298.55 feet to a point on a line.

Thence, S 14° 52' 01" E for a distance of 368.03 feet to a point on a line.

Thence, S 15° 25' 30" E for a distance of 180.99 feet to a point on a line.

Thence, N 61° 48' 05" W for a distance of 10.62 feet to a point on a line.

Thence, S 81° 22' 10" W for a distance of 569.00 feet to a point on a line.

Thence, N 09° 18' 36" W for a distance of 151.40 feet to a point on a line.

Thence, N 80° 41' 24" E for a distance of 218.85 feet to a point on a line.

Thence, N 04° 42' 18" W for a distance of 90.23 feet to a point on a line.

Thence, N 85° 17' 42" E for a distance of 172.67 feet to a point on a line.

Thence, N 04° 33' 33" E for a distance of 338.00 feet to a point on a line.

Thence, S 86° 59' 05" E for a distance of 399.28 feet to the beginning of a curve, Said curve turning to the left through an angle of 11° 54' 00", having a radius of 515.00 feet, and whose long chord bears N 87° 03' 55" E for a distance of 106.77 feet.

Thence N 81° 06' 55" E a distance of 830.96 feet to the point of beginning.

Together with the rights, benefits and easements set forth in the following:

a) **Access and Construction Easement Agreement** by and between Broadmanor Associates and Virginia Realty Co., Inc. dated June 21, 1991 and recorded in Volume 1453, Page 39 of the Manchester Land Records;

b) **Reciprocal Construction Easement and Agreement** by and between Broadmanor Associates and Virginia Realty Co., Inc. dated June 21, 1991 and recorded in Volume 1453, Page 58 of the Manchester Land Records; and

3. **The Extra Land (418 Middle Turnpike West).**

   That certain piece or parcel of land located in the Town of Manchester, County of Hartford and State of Connecticut, known as 418 Middle Turnpike West and also known as 418 V Middle Turnpike West, which parcel represents the land remaining from that land described in a Quit Claim Deed from Wolfred G. Lundberg to the Farm Lands Exchange Corporation dated January 21, 1940 and recorded in Volume 140 at page 511 of the Manchester Land Records.

   Together with an Access Easement and Agreement by and between L&J Manchester II LLC and the Town of Manchester dated April 9, 2009 and recorded in Volume 3676, Page 212 of the Manchester Land Records.
4. The Theater Parcel (416 Middle Turnpike West).

All that parcel of land situated on the southerly side of Middle Turnpike West and the westerly side of Broad Street in the Town of Manchester, County of Hartford and State of Connecticut being shown as Parcel C on a map entitled "Resubdivision Plan prepared for L & J Manchester II, LLC 290 - 308 Broad Street 346-416 Middle Turnpike West Manchester, Conn. Plot Plan Proj. 05-270 Sheet 3 of 10, Date 10-9-2006 revised to 04-13-07" prepared by Meehan & Goodin, Engineers - Surveyors, P.C., reference to which map is hereby made. Said parcel is more particularly bounded and described as follows:

Beginning at a drill hole set in the southerly line of said Middle Turnpike West, which point marks the northeasterly corner of land now or formerly of BHC Realty, LLC and the northeasterly corner of the herein described parcel. The lines run:

| Thence | S-84°-57-27"-E, along the southerly line of said Middle Turnpike West, a distance of 10.00 feet to a point that marks the northwesterly corner of Parcel B as shown on said map; |
| Thence | S-05°-02'-34"-W, a distance of 542.97 feet to a point; |
| Thence | along a curve to the left having a delta angle and radius of 92°-01-39" and 215.00 feet, an arc distance of 345.33 feet to a point; |
| Thence | S-86°-58'-04"-E, a distance of 737.16 feet to a point marking the northwesterly corner of Parcel D as shown on said map; |
| Thence | S-04°-33'-33"-E, a distance of 338.00 feet to a point; |
| Thence | S-85°-17'-42"-W, a distance of 172.67 feet to a point; |
| Thence | S-04°-42'-18"-E, a distance of 90.23 feet to a point; |
| Thence | S-86°-41'-24"-W, a distance of 218.85 feet to a point and land now or formerly of Bonifacio H. Mata, the last four courses being bounded by said Parcel D; |
| Thence | N-09°-18'-36"-W along land of said Mata, land now or formerly of Pamela Villas and land now or formerly of Michael G. Maksymiw, partly by each, a distance of 262.13 feet to a point; |
| Thence | N-86°-01'-29"-W, along land of said Maksymiw, land now or formerly of Patricia A. Ucello, land now or formerly of Kenneth L. Howard, land now or formerly of Nancy Ann Crammazza and land now or formerly of Barbara J. Sheidwick, partly by each, a distance of 306.00 feet to a point and land now or formerly of the Town of Manchester; |
| Thence | N-05°-33'-08"-W, a distance of 193.49 feet to a point; |
| Thence | N-86°-59'-05"-W, a distance of 21.38 feet to a point; |
| Thence | along a curve to the right having a delta angle and radius of 92°-01-39" and 225.00 feet, an arc distance of 361.39 feet to a point and land now or formerly of said BHC Realty LLC, the last two courses being bounded by said Town of Manchester; |
| Thence | N-05°-02'-34"-E along land of said BHC Realty LLC, a distance of 542.97 feet to the point and place of beginning. |

Said Parcel of land contains 5.87 acres of land by computation.


Together with rights under an Access Easement and Agreement by and between L& J Manchester II LLC and D-1, LLC dated November 18, 2009 and recorded in Volume 3717, Page 176 of the Manchester Land Records.
5. The Green Manor Parcel.

All that parcel of land situated on the westerly side of Broad Street in the Town of Manchester, County of Hartford and State of Connecticut being shown on a map entitled "Plan Prepared for L & J Manchester II LLC 346-416 Middle Turnpike West and 250-308 Broad Street Manchester, Conn. Perimeter Survey Showing Some Land of L&J Manchester II to be conveyed to the Town of Manchester Proj.: 05270 Sheet 1 of 1 Date 2-11-2019 Scale 1"=50' BY Meehan & Goodin, Engineers — Surveyors, P.C." reference to which map is hereby made. Said parcel is more particularly bounded and described as follows:

Beginning at a point located on the westerly line of Broad Street which point marks the southeasterly most corner of the remaining portion of Parcel B known as 290 Broad Street and the northeasterly corner of the herein described parcel, the lines run;

Thence S-07°-24'-05"-E, along the westerly line of said Broad Street, a distance of 40.02 feet to a point that marks the northeasterly corner of land now or formerly of the Town of Manchester;
Thence S-81°-06'-55"-W, a distance of 830.97 feet to a point;
Thence along a curve to the right having a delta angle and radius of 11°-54'-00" and 515.00 feet, an arc distance of 106.96 feet to a point;
Thence N-86°-59'-05"-W, a distance of 431.03 feet, the last three courses being bounded by said Town of Manchester and land now or formerly of D-3 LLC, partly by each;
Thence N-03°-00'-55"-E along the remainder of Parcel B, a distance of 40.00 feet to a point;
Thence S-86°-59'-05"-E, a distance of 313.46 feet to a point;
Thence S-53°-00'-01"-W, a distance of 9.33 feet to a point;
Thence S-86°-59'-05"-E, a distance of 124.72 feet to a point;
Thence along a curve to the left having a delta angle and radius of 11°-54'-00" and 481.00 feet, an arc distance of 99.90 feet to a point;
Thence N-81°-06'-55"-E, a distance of 320.96 feet to a point;
Thence N-10°-20'-2'-W, a distance of 6.00 feet to a point;
Thence N-81°-06'-55"-E, a distance of 511.19 feet to the point and place of beginning, the last seven courses being bounded by said parcel B.

Said Parcel contains 51,366.5 S.F, of land by computation.
Exhibit B — Parkade Deed

QUITCLAIM DEED

GRANTOR, the TOWN OF MANCHESTER, a Municipal Corporation organized and existing under the laws of the State of Connecticut and having its territorial boundaries within the County of Hartford and State of Connecticut (hereinafter referred to as “GRANTOR”), for the consideration of One Dollar ($1.00) paid, and other valuable consideration, grants to MANCHESTER PARKADE I LLC, a Connecticut limited liability company with a principal place of business at 18 Wells Hill Road, Easton, CT 06612 (hereinafter referred to as the “GRANTEE”), all that certain real property situated in the Town of Manchester, County of Hartford and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof, with QUITCLAIM COVENANTS.

Signed this ______ day of __________, 2020.

Witnesses:

TOWN OF MANCHESTER,
CONNECTICUT

By: __________________________
Name: __________________________
Title: __________________________

STATE OF CONNECTICUT:

COUNTY OF NEW HAVEN:

Before me, the undersigned officer, personally appeared, __________________, who acknowledged himself to be the __________________ of the Town of Manchester, Connecticut, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as a such.

Notary Public / Commissioner of the Superior Court
Schedule A

Parcel 1
(324, 330, 334 and 340 Broad Street)

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Manchester, County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

Beginning at a point located in the westerly street line of Broad Street (a sixty (60) foot wide public right of way) said point being S 7-24-55 E - 130' from the point of intersection of said westerly street line of Broad Street and southerly street line of Green Manor Boulevard a fifty (50) foot wide right of way, thence S 7-24-55 E - 488.29' along the westerly street line of Broad Street to a point; thence S 82 47-05 W - 300.00' to a point; thence S 7-24-55 E - 100.00' to a point; thence N 82-47-05 E-300.00' to a point in the westerly street line of Broad Street, the last three courses being the adjoining property line of the property of Leo Bedrick N/F; thence S 7-24-55E -30.00' along the westerly street line of Broad Street to a point; thence S 82-47-05 W -295.81' to a point; thence N 89-06-55 E -345.55' to a point, the last four courses being the adjoining property lines of the property of Catholic Cemeteries Association of the Archdiocese of Hartford Inc. N/F; thence N 15-26-40 W - 180.99' to a point; thence N 14-53-11 W -368.03' to a point in the southerly street line of Green Manor Boulevard, the last two courses being the adjoining property lines of the property of J.M.B. Income Properties LTD-11 N/F; thence S 86-59-55 E -298.55' to a point; thence along a curve deflecting to the left with a radius of 525.00' and a delta angle of 11-54-0 an arc distance of 109.04' to a point; thence N 81-06-05 E -620.71' to a point, the last three courses being the southerly street line of Green Manor Boulevard; thence S 7-24-55 E-130.00' to a point in the westerly street line of Broad Street; thence N 81-06-05 E -210.00' to a point being the point of the beginning, the last two courses being the adjoining property lines of the property of Beaver Ltd. & Gerald L. Schulman.

Together with the right to use in common with others entitled thereto, Green Manor Boulevard, a fifty (50) foot wide roadway, for the ingress and egress and for all other roadway purposes to and from Broad Street and Middle Turnpike West, pursuant to Declaration of Easement in Volume 415 at Page 49. Said Green Manor Boulevard being described as follows:

Commencing at a point in the Westerly line of Broad Street which is the Northeast corner of said land of said Ellis and Kaplan and is fifty and 02/100 (50.02) feet South from a merestone in said Westerly line of Broad Street at the Southeasterly corner of land now or formerly of First Hartford Realty corporation; thence running Westerly at an interior angle of 91 degrees 29' with the Westerly line of Broad Street, along land on Neil H. Ellis et al; Eight hundred Thirty and 71/100 (830.71) feet to a point; thence running northwesterly along land of Neil H. Ellis et al on a curve to the right, which curve is tangent to the aforementioned line at said point and has a radius of Five Hundred Twenty-Five and 00/100 (525.00) feet, a distance of One Hundred Nine and 04/100 (109.04) feet to a point; thence running Northwesterly along land of Neil H. Ellis et al, and other land of The Farm Lands Exchange Corporation, partly on each, in a line which is tangent to said curve at said point a distance of Eleven Hundred Thirty-
Seven and 00/100 (1,137.00) feet to a point; thence running Northwesterly and Northerly along other land of The Farm Lands Exchange Corporation on an arc to the right of a circle with a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, which arc is tangent to the aforementioned line at said point, a distance of Three Hundred Sixty-One and 28/100 (361.28) feet; thence running Northerly along other land of The Farm Lands Exchange Corporation in a line which is tangent to said curve at said point a distance of Five Hundred Forty-two and 92/100 (542.92) feet to a merestone in the Southerly line of Middle Turnpike West. The Northerly and Easterly line of Green Manor Boulevard is Fifty and 00/100 (50.00) feet from and parallel to the course above described.

Together with all rights, privileges and easements, including easements for parking, sidewalks, drainage, utilities and other common facilities created pursuant to Cross-Easement Agreement dated May 31, 1966 recorded in Volume 418 at Page 643 of the Manchester Land Records, as amended by Agreement and Consent dated March 3, 1982 and recorded in Volume 804 at Page 194 of said Land Records.

**Parcel 2**

*(Portion of Green Manor Blvd.)*

That certain piece or parcel of land located in the Town of Manchester, County of Hartford and State of Connecticut, known as 418 Middle Turnpike West and also known as 418 V Middle Turnpike West, which parcel represents the land remaining from that land described in a Quit Claim Deed from Wolfred G. Lundberg to the Farm Lands Exchange Corporation dated January 21, 1940 and recorded in Volume 140 at page 511 of the Manchester Land Records,

Together with an Access Easement and Agreement by and between L&J Manchester II LLC and the Town of Manchester dated April 9, 2009 and recorded in Volume 3676, Page 212 of the Manchester Land Records.
Parcel 3
(418 Middle Turnpike West)

All that parcel of land situated on the westerly side of Broad Street in the Town of Manchester, County of Hartford and State of Connecticut being shown on a map entitled "Plan Prepared for L & J Manchester II LLC 346-416 Middle Turnpike West and 290-308 Broad Street Manchester, Conn. Perimeter Survey Showing Some Land of L&J Manchester II to be conveyed to the Town of Manchester Proj.: 05270 Sheet 1 of 1 Date 2-11-2019 Scale 1"=50' BY Meehan & Goodin, Engineers - Surveyors, P.C." reference to which map is hereby made. Said parcel is more particularly bounded and described as follows:

Beginning at a point located on the westerly line of Broad Street which point marks the southeasterly most corner of the remaining portion of Parcel B known as 290 Broad Street and the northeasterly corner of the herein described parcel, the lines run;

Thence S-07°-24'-05"-E, along the westerly line of said Broad Street, a distance of 40.02 feet to a point that marks the northeasterly corner of land now or formerly of the Town of Manchester;

Thence S-81°-06'-55"-W, a distance of 830.97 feet to a point;
Thence along a curve to the right having a delta angle and radius of 11°-54'-00" and 515.00 feet, an arc distance of 106.96 feet to a point;
Thence N-86°-59'-05"-W, a distance of 431.03 feet, the last three courses being bounded by said Town of Manchester and land now or formerly of D-3 PLC, partly by each;
Thence N-03°-00'-55"-E along the remainder of Parcel B, a distance of 40.00 feet to a point;
Thence S-86°-59'-05"-E, a distance of 313.46 feet to a point;
Thence S-53°-00'-01"-W, a distance of 9.33 feet to a point;
Thence along a curve to the left having a delta angle and radius of 11°-54'-00" and 481.00 feet, an arc distance of 99.90 feet to a point;
Thence N-81°-06'-55"-E, a distance of 320.96 feet to a point;
Thence N-10°-20'-27"-W, a distance of 6.00 feet to a point;
Thence N-81°-06'-55"-E, a distance of 511.19 feet to the point and place of beginning, the last seven courses being bounded by said parcel B.

Said Parcel contains 51,366.5 S.F, of land by computation
Exhibit C – Greenway Deed
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") executed as of the day of , by and between the Town of Manchester, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter, "Seller"); and , a Connecticut limited liability company (hereinafter, "Buyer"), upon the terms and conditions set forth herein. The Seller and Buyer shall be collectively referred to herein as the Parties.

RECITALS

WHEREAS, the Parties are also party to that certain development agreement, dated , 2020 (the "Development Agreement").

WHEREAS, in accordance with the terms of the Development Agreement, the Seller owns that certain condominium unit located in the State of Connecticut, Town of Manchester known as and more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, pursuant to the Development Agreement, the Seller has approved or will approve a certain Master Preliminary Plan that calls for the development of certain improvements on the Property (the "Improvements").

WHEREAS, the Seller desires to sell and Buyer desires to purchase the Property upon the terms and provisions of this Agreement, which calls for a closing to occur upon the issuance of a building permit for the Improvements.

NOW THEREFORE, for and in consideration of ($ ) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged by the Seller, and the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

SECTION 1 - PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the Property.

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property is ($ ), which the Buyer agrees to pay at the closing of the purchase and sale (the "Closing").

SECTION 2 - CLOSING UPON ISSUANCE OF BUILDING PERMIT

1.1 The Closing. The Closing shall take place at the offices of the Seller, or such other place agreed to by the parties, on the date that Seller issues a building
permit for the Improvements. Notwithstanding the foregoing, if the Building Benchmark (as such term is defined in the Development Agreement) has been reached prior to the issuance of a building permit for the Improvements, then the closing shall occur on such date that is selected by the Seller, upon thirty (30) days written notice to the Town, and not later than the earlier of (a) two-years after the Building Benchmark; or (b) the termination of this Agreement.

1.2 Cooperation. The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein in accordance with the customary practice in Hartford County, Connecticut. Notwithstanding the foregoing, the Closing may, on agreement of the parties, be held by means of an escrow closing, whereby Seller, Buyer and their respective attorneys shall exchange closing documents through an escrow agent and consummate the Closing without being physically present.

1.3 Obligations of Seller at Closing. The following events shall occur at the Closing:

(a) Seller shall execute, have acknowledged and deliver to Buyer a quit-claim deed in the form attached hereto as Exhibit B (the “Deed”) conveying title to Buyer to the Property, subject only to the Permitted Exceptions.

(b) Seller shall deliver to Buyer executed originals of all transfer tax forms or similar forms required by the State of Connecticut or the county or town in which the Property is located, with respect to the transfer contemplated hereby.

(c) Seller shall execute and deliver to Buyer a Foreign Investment in Real Property Tax Act (FIRPTA) affidavit.

(d) Seller shall execute and deliver to Title Company any additional documents that Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

(e) Seller shall pay or cause to be paid Seller’s legal fees, and all other charges required under this Agreement to be paid by Seller.

(f) Seller shall deliver all keys, security codes, or other access devices in the possession of Seller to all locks used or applicable to the Property, which delivery may be made by leaving same at the Property.

1.4 Obligations of Buyer at Closing. The following events shall occur at Closing:

(a) At the Closing, Buyer shall deliver a certified check or effect a wire transfer of funds, payable to the order of Seller (or as designated by Seller) in the amount set forth in Section 1.2, subject to adjustment as provided herein.

(b) Buyer will execute any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.
(c) Buyer and its affiliates shall be in compliance with the Tax Fixing Agreement and Development Agreement.

(d) Buyer shall have provided proof of sufficient funding to construct the improvements set forth in the building permit.

SECTION 3 – AS IS SALE

3.1 Buyer expressly acknowledges that except as expressly provided herein, the Property is being sold and accepted AS IS, WHERE-IS, WITH ALL FAULTS, and Seller makes no representations or warranties, express or implied, with respect to the physical condition or any other of the Real Property, including, without limitation, (i) the structural integrity of any improvements on the Property, (ii) the manner, construction, condition, and state of repair or lack of repair of any such improvements, (iii) the conformity of the improvements to any plans or specifications for the Property, including but not limited to any plans and specifications that may have been or which may be provided to Buyer, (iv) the conformity of the Property or its intended use to past, current or future applicable zoning or building code requirements or restrictive covenants, or the compliance with any other laws, rules, ordinances, or regulation of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the Property, (vi) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, restriction, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, materials of any kind or any other environmental condition or whether the Property is in compliance with applicable laws, rules and regulations, (x) the Property’s investment potential or resale at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the Property or (xii) any other matter whatsoever affecting the stability, integrity, fitness for use or other condition or status of the land or any buildings or improvements situated on all or part of the Property or any other aspect of the Property or any part thereof (collectively, the “Property Conditions”), and except for warranties and representations expressly provided herein, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE relating to the Property, its improvements or the Property Conditions, such waiver being absolute, complete, total and unlimited in any way.

3.2 Notwithstanding anything herein to the contrary, all of the terms and provisions of this Section 3 shall survive the Closing or a termination of this Agreement.

SECTION 4 - MATTERS TO WHICH THE SALE IS SUBJECT

4.1 Seller shall convey to Buyer the same title to the Property as was conveyed to Seller by Manchester Parkade I, LLC, subject only to the following Permitted Exceptions:
4.1.1 All general real estate taxes, general and special assessments, and water and sewer rents or charges for periods following the Closing;

4.1.2 Building, building line, use or occupancy restrictions, rent regulations and/or laws now or hereafter in effect and/or rulings, decisions and/or interpretations by any court, agency and/or administrative body, and zoning, building and/or environmental laws and ordinances of the Federal, state, municipal, city, town, country, village, and other governmental authorities having jurisdiction over the Property;

4.1.3 Rights, if any, now existing or hereafter acquired, with Buyer’s prior written consent, or by condemnation by any utility company or other service supplier to maintain and operate lines, cables, poles, distribution boxes and the like, in, under, over and upon the Property;

4.1.4 Standard exclusions, exceptions and conditions contained in the form of fee title policy to be issued by the Title Company (as hereinafter defined with respect to the Property);

4.1.5 Any and all (i) statutes, ordinances, rules or regulations of the municipality or any governmental authority having jurisdiction of the Property, including, without limitation, building, building line, use or occupancy restrictions and zoning, building and/or environmental laws and ordinances of the Federal, state, municipal, city, town, and other governmental authorities having jurisdiction over the Property; and (ii) violations of laws, regulations, ordinances, orders or requirements, if any noted in or issued prior to or subsequent to the date hereof by any governmental or municipal department or authority having jurisdiction over the Property and any conditions constituting such violations, although not so noted or issued; provided, however, that Seller shall pay all fines associated with any such violations prior to Closing;

4.1.6 The provisions of any amendments to the Declaration;

4.1.7 Any common interest community charges assessed against the Property;

4.1.8 Takings of any part of the Property by the United States or the State of Connecticut in the exercise of their powers of eminent domain or conveyed to either of them under threat of such taking; and

4.1.9 Those Permitted Exceptions set forth on Exhibit B annexed hereto.

SECTION 5 - TERMINATION

5.1 Time of Essence. Time is of the essence of the obligations of the parties only where specifically provided for herein.

5.2 Termination. The Seller shall have the right to terminate this Agreement in the event that Buyer has not obtained a building permit for the Improvements within
sixty (60) months after the Town’s written approval of the Proposed Master Preliminary Plan (as such term is defined in the Development Agreement).

5.3 **Effect of Termination.** Upon termination of this Agreement under this Section 5 or any other provision of this Agreement, no party thereafter shall have any further obligations to the other hereunder.

5.4 **Injunctive Relief or Specific Performance.** In the event the Closing and the consummation of the transaction herein contemplated does not occur as herein provided by reason of any default of Buyer or Seller, in addition to the Seller’s right to terminate this Agreement under Section 5.2 above, Buyer and Seller agree that it may be impractical and extremely difficult to estimate the damages suffered by the injured party and therefore the injured party shall be entitled to seek injunctive relief or specific performance. The Buyer and Seller further agree that, in the event that either of them seeks injunctive relief or specific performance against the other relating to this Agreement, the party seeking such relief shall not be required to post a bond or any other form of security.

**SECTION 6 – CONDOMINIUM RIGHTS.**

6.1 **Buyer to Exercise Voting Rights.** During the term of this Agreement, the Buyer shall have the exclusive right to exercise all voting rights appurtenant to ownership of the Property (the “Voting Rights”), provided that the Buyer shall not vote in favor of any assessment by the common interest community association against the Seller or the Property unless (a) the Buyer has obtained the Seller’s prior written consent; or (b) the amount that Seller would owe under such assessment has been prepaid to the common interest community association on the Seller’s behalf, such that Seller shall have no liability under such assessment. Within five (5) business days after a request from Buyer, Seller shall execute, at the option of Buyer, a power of attorney or general proxy granting the Buyer the Voting Rights or a specific proxy exercising the Voting Rights in the manner directed by the Buyer. Buyer shall further not vote to change any provision of the Declaration which is in any way inconsistent with the terms of the Development Agreement. Notwithstanding anything to the contrary herein, the Buyer shall be entitled to assign the rights granted under this Section 6.1 to Manchester Parkade 1, LLC without the Seller’s consent.

6.2 **Indemnification from Assessments.** The Buyer shall pay, indemnify, and hold harmless the Seller from any and all assessments by the common interest community association against the Seller and/or the Property.

**SECTION 7 - MISCELLANEOUS**

7.1 **Effect of Headings.** The subject headings of paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

7.2 **Entire Agreement.** This Agreement, together with the terms of the Development Agreement, constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding
the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

7.3 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile or PDF electronic transmission, the same of which shall be treated as originals.

7.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

7.5 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction—to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

7.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws.

7.7 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED THEREBY.

7.8 Broker's Fees. Seller and Buyer each represent and warrant to and with each other that they respectively have not had any dealings, negotiations or consultations with any real estate broker, finder or any other party entitled to a commission in connection with this Agreement. Buyer shall indemnify and save Seller harmless from and against any loss or damage arising from Buyer's breach of this representation and warranty. The obligations set forth in this Paragraph shall survive the Closing.

7.9 Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

7.10 No Recording. Neither this Agreement, nor any memorandum or evidence hereof, other than the Deed, shall be recorded in any public records without the prior written consent of Seller and upon any such recording in the absence of such consent shall constitute a breach of this Agreement by the party requesting or effecting such recording. Notwithstanding the above, either party may disclose or record this Agreement to the extent necessary to enforce
any rights it may have hereunder, including the filing of this Agreement with a court of competent jurisdiction

7.11 Computation of Time Periods. If the date upon which the Closing Date or any other date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 11:59 p.m. on the next day which is not a Saturday, Sunday or federal, state or legal holiday.

7.12 Buyer’s Execution of Agreement. This Agreement is submitted to Seller on the understanding that it shall not be considered an offer and shall not bind Seller or Buyer in any way until (i) Seller has duly executed and delivered to Buyer duplicate originals of this Agreement and (ii) Buyer has executed and unconditionally delivered one of said originals to Seller.

7.13 Section 1031 Exchange. Either party may consummate the purchase or sale (as applicable) of the Property as part of a so-called like kind exchange (an “Exchange”) pursuant to § 1031 of the Internal Revenue Code of 1986, as amended (the “Code”), provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to the exchanging party’s obligations under this Agreement; (b) the exchanging party shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (c) neither party shall be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other party; and (d) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the non-exchanging party had the exchanging party not consummated the transaction through an Exchange. Neither party shall by this Agreement or acquiescence to an Exchange desired by the other party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its Exchange in fact complies with § 1031 of the Code. Subject to the foregoing, however, the parties shall reasonably cooperate with each other in order to permit such an Exchange to be made.

7.14 Jointly Drafted. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Buyer and Seller. Notwithstanding any rule of construction to the contrary, the Buyer and Seller agree that no provision in this Agreement shall be construed and interpreted for or against any of the parties because such provision or any other provision of the Development Agreement as a whole is purportedly prepared or requested by such party.

7.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.16 Assigns. The Buyer shall not assign its rights under this Agreement without the prior written consent of Seller, not to be unreasonably withheld, conditioned, or delayed. Seller shall not assign its rights under this Agreement without the prior written consent of Buyer, not
to be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, the Buyer may assign its rights under this Agreement, without the consent of Seller, as collateral for any loan, mortgage, equity investment, or other form of financing that, by its terms, may not be used other than in connection with the Project (as such term is defined in the Development Agreement), including, but not limited to, to pay for or reimburse “hard” and “soft” costs associated with development and construction of the Project, any improvements to be built in the Common Elements or on any Unit (a “Permitted Financing”). For the avoidance of doubt, it is the parties’ intent that a Permitted Financing may include, *inter alia*, a guaranty by Buyer of a mortgage, equity investment, or other form of financing in favor of Manchester Parkade I, LLC, provided that it otherwise meets the definition of a Permitted Financing. Furthermore, a loan, mortgage, equity investment, or other form of financing shall not be excluded from the definition of a Permitted Financing merely because the terms of such Permitted Financing only permit the funds to be used for a specific portion of the Project (i.e. infrastructure, a specific unit, etc.), as opposed to the Project as a whole.

7.17 Notices per Development Agreement. All notices provided for herein shall be delivered in accordance with the Notice Section of the Development Agreement, provided that, if any person notifies Seller, in writing, that it holds a collateral interest in this Agreement as the result of Permitted Financing, then Seller shall thereafter simultaneously provide said holder with a copy of any notice given to the Buyer hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:

______________________________
Town of Manchester, CT

By:______________________________

BUYER:

______________________________

By:______________________________

Michael Licamele
Exhibit A to Agreement of Purchase and Sale

Property Description
QUITCLAIM DEED

WHEREAS, the GRANTOR, the TOWN OF MANCHESTER, a Municipal Corporation organized and existing under the laws of the State of Connecticut and having its territorial boundaries within the County of Hartford and State of Connecticut (hereinafter referred to as “GRANTOR”), has adopted that certain Broad Street Redevelopment Plan, which calls for a revitalized, vibrant, mixed use district in the Broad Street redevelopment area.

WHEREAS, the GRANTOR is the current owner of certain real property in the Broad Street redevelopment area.

WHEREAS, the GRANTOR has entered into a certain Development Agreement with Manchester Parkade I, LLC, dated _____, 2019, which is recorded in the land records of the Town of Manchester at Vol. _____, Page ______ (the “Development Agreement”).

WHEREAS, a Master Plan For the Manchester Parkade Redevelopment has been approved by the Planning and Zoning Commission of the Town of Manchester, which plan is subject to amendment pursuant to the terms of the Development Agreement (subject to any such amendments, hereinafter referred to as the “Approved Master Plan”).

NOW, THEREFORE, the GRANTOR for the consideration of One Dollar ($1.00) paid, and other valuable consideration, grants to <PROJECT ENTITY NAME>, a Connecticut limited liability company with a principal place of business at 18 Wells Hill Road, Easton, CT 06612 (hereinafter referred to as the “GRANTEE”), with QUITCLAIM COVENANTS, all that certain real property situated in the Town of Manchester, County of Hartford and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof (the “Subject Property”).

The Subject Property is conveyed together with and subject to the benefits, rights, privileges, easements, burdens, covenants, restrictions, agreements, by-laws, rules and regulations, and reservations, all as set forth and contained in the Declaration of Manchester Parkade, dated January __, 20__ and recorded on the land records of the Town of Manchester at Vol. _____, Page ______ (hereinafter referred to as the “Declaration”).
FURTHER, by acceptance of this Deed, the GRANTEE herein does hereby covenant, consent and agree, for itself, its representatives, successors, and assigns, to the following terms, covenants, conditions, and restrictions, which shall run with the land:

I. Limitation on Uses:

A. Restrictive Covenants. By acceptance of this Deed and as part of the consideration for the property conveyed, the GRANTEE herein does hereby covenant, consent and agree, for itself and its successors and assigns, that the Subject Property shall not, in whole or in part, be used for (the “Restrictive Covenants”):

i. An Adult Entertainment Business or an Adult-Oriented Establishment, as defined in Chapter 98 of the Town of Manchester’s Code of Ordinances in effect on the date hereof;

ii. funeral parlor;

iii. onsite dry-cleaning facility (pick up / drop off facilities are permitted);

iv. A pawn shop, being defined as a retail establishment engaged in the business of loaning money on the deposit or pledge of wearing apparel, jewelry, ornaments, or household goods, or purchasing such property on condition of selling the same back again to that same person at a stipulated price;

v. A retail store specializing in the sale of tobacco products, electronic cigarette products, or non-medical devices that are designed to inhale vaporized liquids or solids through the mouth, provided that sales of such products shall be allowed on an incidental basis in any retail store where no more than 20% of that store’s total sales floor area is used for the display of such products; or

vi. Any overstock store, close-out store, salvage store, or “dollar store” that exceeds 10,000 square feet of building space.

B. The GRANTEE and its successors and assigns shall:

i. not discriminate upon the basis of race, color, religion, gender, sexual orientation, national origin, marital status or physical disability in the sale, lease, or rental or in the use and occupancy of the Subject Property or any improvements erected or to be erected thereon, or any part thereof or in the employment of persons and the provision of products or services to customers, or the operation of any business at the Subject Property;

ii. comply with all federal, state and local laws in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, gender, sexual orientation, national origin, marital status or physical disability in the sale, lease, or rental or in the use and occupancy of the Subject Property or any improvements erected thereon or to be erected thereon, or any part thereof or in the employment of persons and the provision of products or services to customers the operation of any business at the Subject Property.
C. Duration of Restrictive Covenants.

The Restrictive Covenants shall run with the land in perpetuity and shall operate for the benefit of and may be enforced by the GRANTOR, the declarant under the Declaration, or any owner of a unit created under the Declaration. It is understood, however, that these covenants are not to be enforced personally for damages against the GRANTEE, or its successors and assigns, but only for injunctive relief against the owner or owners of the Subject Property at the time of the violation of the covenant or of a threatened or attempted violation.

Signed this ______ day of ____________, 2020.

Witnesses:

TOWN OF MANCHESTER, CONNECTICUT
By: ____________________________
Name: __________________________
Title: ___________________________

STATE OF CONNECTICUT:
COUNTY OF NEW HAVEN:
Before me, the undersigned officer, personally appeared, ________ , who acknowledged himself to be the __________________ of the Town of Manchester, Connecticut, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as a such.

Notary Public / Commissioner of the Superior Court
Exhibit E – Microgrid Easement

[To be prepared in conjunction with Microgrid investor]
Exhibit F – Declaration

[To be prepared by Jacobs, Walker, Rice and Barry, LLC]
Exhibit G — Condominium Bylaws

[To be prepared by Jacobs, Walker, Rice and Barry, LLC]

[Bylaws will require each condo unit to purchase power and hot water from Microgrid, so long as Microgrid is operating and offering the same at or below rates from applicable public utilities. Also would prohibit utility easements that compete. This could only be amended with unanimous consent from all unit owners, including Microgrid]
QUITCLAIM DEED

GRANTOR, MANCHESTER PARKADE I LLC, a Connecticut limited liability company with a principal place of business at 18 Wells Hill Road, Easton, CT 06612 (hereinafter referred to as "GRANTOR"), for the consideration of One Dollar ($1.00) paid, and other valuable consideration, grants to the TOWN OF MANCHESTER, a Municipal Corporation organized and existing under the laws of the State of Connecticut and having its territorial boundaries within the County of Hartford and State of Connecticut (hereinafter referred to as the "GRANTEE"), all that certain real property situated in the Town of Manchester, County of Hartford and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof, with QUITCLAIM COVENANTS.

The Subject Property is conveyed together with and subject to the benefits, rights, privileges, easements, burdens, covenants, restrictions, agreements, by-laws, rules and regulations, and reservations, all as set forth and contained in the Declaration of Manchester Parkade, dated ___, 20__ and recorded on the land records of the Town of Manchester at Vol. ___, Page ___ (hereinafter referred to as the "Declaration").

[Add covenants against Grantor’s Acts]

Signed this ___ day of ___________, 2020.

Witnesses:

________________________________________

MANCHESTER PARKADE I LLC

By: ________________________________
   Name: ________________________________
   Title: ________________________________

STATE OF CONNECTICUT:

               ss.                      ___  __, 2020

COUNTY OF NEW HAVEN:

Before me, the undersigned officer, personally appeared, _______________, who acknowledged himself to be the ___________________ of MANCHESTER PARKADE I LLC, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as a such.

Notary Public / Commissioner of the Superior Court
<table>
<thead>
<tr>
<th>Unit/Building #</th>
<th>Project Company</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>PARKADE 9, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td>13</td>
<td>PARKADE MICROGRID, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td>6</td>
<td>PARKADE 6, LLC</td>
<td>$249,999.00</td>
</tr>
<tr>
<td>5</td>
<td>PARKADE 5, LLC</td>
<td>$149,999.00</td>
</tr>
<tr>
<td>1</td>
<td>PARKADE 1, LLC</td>
<td>$499,999.00</td>
</tr>
<tr>
<td>7</td>
<td>PARKADE 7, LLC</td>
<td>$249,999.00</td>
</tr>
<tr>
<td>3</td>
<td>PARKADE 3, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td>10, 11, 12</td>
<td>PARKADE 10, 11, 12, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td>8</td>
<td>PARKADE 8, LLC</td>
<td>$149,998.00</td>
</tr>
<tr>
<td>2</td>
<td>PARKADE 2, LLC</td>
<td>$399,999.00</td>
</tr>
<tr>
<td>14</td>
<td>PARKADE 14, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td>4</td>
<td>PARKADE 4, LLC</td>
<td>$1.00</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total =</td>
<td>$1,700,000</td>
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</table>
### Exhibit J – Schedule of Dates for Project Deeds

<table>
<thead>
<tr>
<th>Phase #</th>
<th>Construction/Building Information</th>
<th>Must Be Built Before Next Phase?</th>
<th>File for Land Use Approvals by Date</th>
<th>File for Building Permit by Date</th>
<th>Commence Construction by Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>One</strong></td>
<td>Utility infrastructure loop</td>
<td>Must Be Built Before Phase 2</td>
<td>Within 12 Months After Master Preliminary Site Plan Approval</td>
<td>Within 9 months after obtaining all required approvals</td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td></td>
<td>Parking lots in E1 and N2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All roads, connectors and Greenway</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 – Office Building (25,000sf)</td>
<td>Must Be Built Before Phase 2</td>
<td></td>
<td></td>
<td></td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td>7 – Mixed Use Building – Retail/Residential (44,000sf)</td>
<td>Must Be Built Before Phase 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 – Energy Plant</td>
<td>May be built in Phase 1 or later</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 – Apartments (174 units)</td>
<td>May be built in Phase 1 or later</td>
<td></td>
<td></td>
<td></td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td>10/11/12 – Work-Live (23,400sf)</td>
<td>May be built in Phase 1 or later</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Two</strong></td>
<td>6 – Office Building (30,000sf)</td>
<td>Must Be Built Before Phase 3</td>
<td>Within 24 Months After Preliminary Site Plan Approval</td>
<td>Within 12 months after obtaining all required approvals</td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td></td>
<td>8 – Mixed-Use Building – Retail/Residential (46,000sf)</td>
<td>Must Be Built Before Phase 3</td>
<td>Within 24 Months After Preliminary Site Plan Approval</td>
<td>Within 12 months after obtaining all required approvals and completing Phase 1</td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td>2 – Apartments (165 Units)</td>
<td>May be built in Phase 2 or later</td>
<td></td>
<td></td>
<td></td>
<td>Before expiration of building permit</td>
</tr>
<tr>
<td>Three</td>
<td>14 – Mixed – Retail/Office (57,000sf)</td>
<td>Approval</td>
<td>Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------</td>
<td>----------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Within 36 Months After Preliminary Site Plan Approval</td>
<td>Before expiration of building permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Within 12 months after obtaining all required approvals and completing Phase 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Before</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Apartments (93 units)</td>
<td>Within 36 Months After Preliminary Site Plan Approval</td>
<td>Before expiration of building permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Beer Garden (2,000sf)</td>
<td>Within 12 months after obtaining all required approvals and completing Phase 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Before</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>9 – Hotel (120 rooms)</td>
<td>May be built in any phase</td>
<td>Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>48 Months after preliminary site plan approval</td>
<td>Before expiration of building permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Within 12 months after obtaining all required approvals and completing Phase 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
- The hotel is on a separate development and financing track from the other components and not part of any phase.
- Size of buildings/number of units is approximate – actual size of each building will be determined when full architectural plans are prepared.
QUITCLAIM DEED

GRANTOR, MANCHESTER PARKADE I LLC, a Connecticut limited liability company with a principal place of business at 18 Wells Hill Road, Easton, CT 06612 (hereinafter referred to as “GRANTOR”), for the consideration of One Dollar ($1.00) paid, and other valuable consideration, grants to PARKADE MICROGRID, LLC, a Connecticut limited liability company with a principal place of business at 18 Wells Hill Road, Easton, CT 06612 (hereinafter referred to as the “GRANTEE”), all that certain real property situated in the Town of Manchester, County of Hartford and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof, with QUITCLAIM COVENANTS.

The Subject Property is conveyed together with and subject to the benefits, rights, privileges, easements, burdens, covenants, restrictions, agreements, by-laws, rules and regulations, and reservations, all as set forth and contained in the Declaration of Manchester Parkade, dated ______, 20___ and recorded on the land records of the Town of Manchester at Vol. _____, Page _____ (hereinafter referred to as the “Declaration”).

Signed this _____ day of ___________, 2020.

Witneses:

MANCHESTER PARKADE I LLC
By: _______________________
Name: _____________________
Title: ______________________

STATE OF CONNECTICUT:

: ss. _____________, 2020

COUNTY OF NEW HAVEN:
Before me, the undersigned officer, personally appeared, ___________, who acknowledged himself to be the ___________________ of MANCHESTER PARKADE I LLC, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such.

Notary Public / Commissioner of the Superior Court
Exhibit L – Master Concept Plan
Exhibit M – List of Environmental Reports

1. Phase I Environmental Site Assessment Report Former Broad Street Parkade, 324, 330, 334 & 340 Broad Street Manchester, Connecticut, which report was prepared by GZA GeoEnvironmental, Inc. and dated February 4, 2011.
Exhibit N – Tax Assessment Agreement
Manchester Parkade I LLC
Tax Assessment Agreement Scenario

Run Date: 22-Jul-20

Addresses as of July 2020 (All consist of vacant land only as of July 2020):

<table>
<thead>
<tr>
<th>Address</th>
<th>Assessed Value</th>
<th>2019 Grand List</th>
<th>Mill Rate</th>
<th>Estimated Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>324 Broad Street</td>
<td>$634,700</td>
<td></td>
<td>41.87</td>
<td>$26,575</td>
</tr>
<tr>
<td>330 Broad Street</td>
<td>$450,200</td>
<td></td>
<td>41.87</td>
<td>$18,850</td>
</tr>
<tr>
<td>334 Broad Street</td>
<td>$526,600</td>
<td></td>
<td>41.87</td>
<td>$22,049</td>
</tr>
<tr>
<td>340 Broad Street</td>
<td>$1,200,900</td>
<td></td>
<td>41.87</td>
<td>$50,282</td>
</tr>
<tr>
<td>418 Middle Turnpike West</td>
<td>$12,100</td>
<td></td>
<td>41.87</td>
<td>$507</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$2,824,500</strong></td>
<td></td>
<td></td>
<td><strong>$118,262</strong></td>
</tr>
</tbody>
</table>

Property Notes: All five properties are owned by the Town of Manchester as of July 2020, and are tax-exempt. These properties will become taxable when sold. The property formerly known as 296 Broad Street was merged into 324 Broad Street in 2018 and no longer exists as a lot of record as a result. The land under Green Manor Boulevard, which is a private road, not a Town road, is considered roadway and not associates with any assessed parcel. Taxes for the land are included in this analysis as part of the agreement.

Estimates and conditions are made based on the Manchester Parkade I LLC spreadsheets and the Gorman & York report entitled "Tax Abatement Feasibility Study: Manchester Parkade Redevelopment"
## Manchester Parkade I LLC- Tax Assessment Agreement Scenario

### Phase I

<table>
<thead>
<tr>
<th>Year</th>
<th>GL Year</th>
<th>Taxable %</th>
<th>Construction Cost</th>
<th>Gross Assessment</th>
<th>Net Assessment After Abatement</th>
<th>New Estimated Tax w/out Abatement</th>
<th>New Estimated Tax with Abatement</th>
<th>Abated Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2021</td>
<td>0.00%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>2022</td>
<td>15.00%</td>
<td>$53,585,000</td>
<td>$37,509,500</td>
<td>$5,626,425</td>
<td>$1,570,523</td>
<td>$235,578</td>
<td>$1,334,944</td>
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<tr>
<td>3</td>
<td>2023</td>
<td>30.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$11,252,850</td>
<td>$1,570,523</td>
<td>$471,157</td>
<td>$1,099,366</td>
</tr>
<tr>
<td>4</td>
<td>2024</td>
<td>45.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$16,879,275</td>
<td>$1,570,523</td>
<td>$706,735</td>
<td>$863,788</td>
</tr>
<tr>
<td>5</td>
<td>2025</td>
<td>60.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$22,505,700</td>
<td>$1,570,523</td>
<td>$942,314</td>
<td>$628,209</td>
</tr>
<tr>
<td>6</td>
<td>2026</td>
<td>75.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$28,132,125</td>
<td>$1,570,523</td>
<td>$1,177,892</td>
<td>$392,631</td>
</tr>
<tr>
<td>7</td>
<td>2027</td>
<td>90.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$33,758,550</td>
<td>$1,570,523</td>
<td>$1,413,470</td>
<td>$157,052</td>
</tr>
<tr>
<td>8</td>
<td>2028</td>
<td>100.00%</td>
<td>$0</td>
<td>$37,509,500</td>
<td>$37,509,500</td>
<td>$1,570,523</td>
<td>$1,570,523</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Phase I Total:**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,993,659</td>
<td>$6,517,669</td>
<td>$4,475,990</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Phase II

<table>
<thead>
<tr>
<th>Year</th>
<th>GL Year</th>
<th>Taxable %</th>
<th>Construction Cost</th>
<th>Gross Assessment</th>
<th>Net Assessment After Abatement</th>
<th>New Estimated Tax w/out Abatement</th>
<th>New Estimated Tax with Abatement</th>
<th>Abated Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2023</td>
<td>0.00%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>2024</td>
<td>15.00%</td>
<td>$38,710,000</td>
<td>$27,097,000</td>
<td>$4,064,550</td>
<td>$1,134,551</td>
<td>$170,183</td>
<td>$964,369</td>
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<tr>
<td>3</td>
<td>2025</td>
<td>30.00%</td>
<td>$0</td>
<td>$27,097,000</td>
<td>$8,129,100</td>
<td>$1,134,551</td>
<td>$340,365</td>
<td>$794,186</td>
</tr>
<tr>
<td>4</td>
<td>2026</td>
<td>45.00%</td>
<td>$0</td>
<td>$27,097,000</td>
<td>$12,193,650</td>
<td>$1,134,551</td>
<td>$510,548</td>
<td>$624,003</td>
</tr>
<tr>
<td>5</td>
<td>2027</td>
<td>60.00%</td>
<td>$0</td>
<td>$27,097,000</td>
<td>$16,258,200</td>
<td>$1,134,551</td>
<td>$680,731</td>
<td>$453,821</td>
</tr>
<tr>
<td>6</td>
<td>2028</td>
<td>75.00%</td>
<td>$0</td>
<td>$27,097,000</td>
<td>$20,322,750</td>
<td>$1,134,551</td>
<td>$850,914</td>
<td>$283,638</td>
</tr>
<tr>
<td>7</td>
<td>2029</td>
<td>100.00%</td>
<td>$0</td>
<td>$27,097,000</td>
<td>$27,097,000</td>
<td>$1,134,551</td>
<td>$1,134,551</td>
<td>$0</td>
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</table>

**Phase II Total:**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6,807,308</td>
<td>$3,687,292</td>
<td>$3,120,016</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

2
Manchester Parkade I LLC- Tax Assessment Agreement Scenario

### Phase III

<table>
<thead>
<tr>
<th>Year</th>
<th>GL Year</th>
<th>Taxable %</th>
<th>Construction Cost</th>
<th>Gross Assessment N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>New Estimated Tax w/out Abatement</th>
<th>New Estimated Tax with Abatement</th>
<th>Abated Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2025</td>
<td>0.00%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>2026</td>
<td>15.00%</td>
<td>$36,350,000</td>
<td>$25,445,000</td>
<td>$3,816,750</td>
<td>$1,065,382</td>
<td>$159,807</td>
<td>$905,575</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2027</td>
<td>30.00%</td>
<td>$0</td>
<td>$25,445,000</td>
<td>$7,633,500</td>
<td>$1,065,382</td>
<td>$319,615</td>
<td>$745,768</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2028</td>
<td>45.00%</td>
<td>$0</td>
<td>$25,445,000</td>
<td>$11,450,250</td>
<td>$1,065,382</td>
<td>$479,422</td>
<td>$585,960</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2029</td>
<td>60.00%</td>
<td>$0</td>
<td>$25,445,000</td>
<td>$15,267,000</td>
<td>$1,065,382</td>
<td>$639,229</td>
<td>$426,153</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2030</td>
<td>100.00%</td>
<td>$0</td>
<td>$25,445,000</td>
<td>$25,445,000</td>
<td>$1,065,382</td>
<td>$1,065,382</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**Phase III Total:** $5,326,911 $2,663,455 $2,663,455

### Cumulative Impact over Ten Year Agreement

<table>
<thead>
<tr>
<th>Cumulative All Phases</th>
<th>New Estimated Tax w/out Abatement</th>
<th>New Estimated Tax with Abatement</th>
<th>Abated Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>$10,983,659</td>
<td>$6,517,669</td>
<td>$4,475,990</td>
</tr>
<tr>
<td>Phase II</td>
<td>$6,807,308</td>
<td>$3,687,292</td>
<td>$3,120,016</td>
</tr>
<tr>
<td>Phase II</td>
<td>$5,326,911</td>
<td>$2,663,455</td>
<td>$2,663,455</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$23,127,878</td>
<td>$12,868,417</td>
<td>$10,259,462</td>
</tr>
</tbody>
</table>

**NOTES:**

Only Town of Manchester real estate taxes are included, personal property and motor vehicle taxes are not covered by the agreement.

Personal property and motor vehicle taxes will be paid separately by the applicable taxpayers.

Manchester's current revaluation date is October 1, 2016.

Manchester subsequent revaluations are currently scheduled for October 1, 2021; October 1, 2026 & October 1, 2031.

This agreement will encompass all of the years in Manchester's 2021 and 2026 revaluation cycles.

Existing General Fund + Town Fire Fund (District T) mill rate is used for all years, though the mill rate will likely change during these years.

This spreadsheet assumes the construction costs, and time frames as provided, with no cost over-runs or delays in construction.

The buildings in this project are planned to be declared as condominiums. The assessments and taxes per this agreement will be divided accordingly per the condominium declaration as the units are declared, not to exceed the total taxes per the agreement.
Exhibit O – Infrastructure Improvements
To: Scott Shanley, General Manager

From: Doreen Petrozza, Customer Service & Information Center Manager

Subject: Hockanum River Appropriation

Date: 7-10-20

Background. The Customer Service & Information Center sells Hockanum River T-shirts and Sweatshirts on a year-round basis.

Discussion/Analysis. Appropriation to Hockanum River Linear Park Fund: a total of $80.00 from the sale of Hockanum River T-shirts and Sweatshirts.

Recommendations. Appropriation to Hockanum River Linear Park Fund: $80.00, to be used for trail maintenance to be financed by the sale of t-shirts and sweatshirts at the Town's Customer Service & Information Center.

This should be placed on the August 2020 Board of Director’s agenda for acceptance and appropriation.
To: Scott Shanley, General Manager

From: Doreen Petrozza, Customer Service & Information Center Manager

Subject: Monies donated for Memorial Tree Program

Date: 7-10-20

Background. The Customer Service & Information Center administers funds donated by the general public to the Memorial Tree Program on a year round basis.

Discussion/Analysis. Appropriation of $360.00 received from donations to honor: Joan Kelsey, Jeffrey E. Huffmire, Karen Obue Buske, Coral G. Mobus, John Talley, Nancy Pierce, Amy Beth Carron, Mary Russo, and Leonardo Parla.

Recommendation. Appropriation to Memorial Tree Program Fund: $360.00. This should be placed on the August 2020 Board of Director’s agenda for acceptance and appropriation.
because of health reasons i am resigning from redevelopment agency. it was great working with all the members and the town
rudy kissmann
AMENDMENT TO THE RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING THE SUSTAINABILITY COMMISSION

WHEREAS, on March 3, 2020 the Town of Manchester Board of Directors passed a resolution establishing the Sustainability Commission; and

WHEREAS, the Board of Directors desires to amend the resolution to change one of the requirements for membership on the commission;

NOW, THEREFORE, BE IT RESOLVED that the Town of Manchester Board of Directors hereby amends the March 3, 2020 resolution establishing the Sustainability Commission by deleting the word “electors” in paragraph one of the resolution and inserting the word “residents” in its place. The remaining provisions of the resolution approved by the Town of Manchester Board of Directors on March 3, 2020 remains in full force and effect.

Dated: August 4, 2020

Yolanda Castillo, Secretary
Sustainability Commission: Proposed Appointments

**Previous Task Force Members**

- Peg Hackett (D) – three year term
  144 Haystack Rd., 06040
  peg_hackett@cox.net

- Oksan Bayulgen (D) – two year term
  33 E. Eldridge St., 06040
  oksan.bayulgen@uconn.edu

- Kevin Beals (R) – three year term
  275 Henry St., 06042
  bealsk@gmail.com

- William Chudzik (D) – two year term
  66 Holl St., 06040
  billchudzik@cox.net

- Gene DeJoannis (D) – three year term
  280 Scott Drive, 06042
  gdejo@sbcglobal.net

- Zachary DelGaizo (R) – two year term
  93 Lenox St.
  Zad0920@gmail.com

- Laura Edwards (D) – three year term
  99 Tanner St., 06042
  laurawebb268@gmail.com

- Patrick McKee (D) – two year term
  39 E. Eldridge St., 06040
  pwmckee21@gmail.com

- Terry Robinson (U) – three year term
  22 Kane Rd., 06040
  T9robinson@cox.net
  Not a registered voter

- Jeffrey Schegelmilch (U) – two year term
  20 Kensington St., 06040
  Js4645@cumc.columbia.edu
New Appointees

- Harun Ahmed (D) – three year term
  32 Elro St., 06040
  Harunctusa@gmail.com

- Shauna Brown (U) – two year term
  74 Hamilton Dr. 06042
  Shaunab443@gmail.com
  860-836-4270

- Richard Blade (D) – three year term
  63 Glenwood St.
  860-502-7128
  Sfcrblade@gmail.com

- Francis Kwane Ntem-Mensah – two year term
  Francis13105@gmail.com
  Youth – not old enough to vote

- Van Kaini – three year term
  Van.kaini@siemens.com
  In citizenship process – not yet voter
Background Information:

**Peg Hackett**
1. Long-time Manchester resident who served on the Board of Education and the Board of Directors, including as Deputy Mayor.
2. Active in numerous civic and charitable organizations.
3. Greet expertise in Human Resources and workforce development. After a career in the private sector, now working in a senior position at the state Department of Administrative Services (DAS).

**Bayulgen, Oksan**
1. Professor of Political Science at UConn
2. Her research is on sustainable energy and she has just recently completed work on energy taskforces in CT towns.
3. She has lived in Manchester for 17 years. Oksan loves being part of such a creative, inclusive and caring community. The Thanksgiving Race is her favorite town event.

**Beals, Kevin**
1. AIA LEED Green Associate
2. He has worked on several projects which have achieved LEED certification, as well as CT High Performance Building Standards.
3. He was raised in Manchester and educated in the Manchester Public Schools. As an architect in Hartford, CT, Kevin has an interest in sustainability, especially green building, thermal and energy efficiency. Kevin stays busy with his wife and two young children, working on trying all local ice creams and riding all of the state’s trains.

**Chudzik, Bill**
1. He retired from Pratt & Whitney after 35 years in the area of Environmental Compliance Management, primarily focused on hazardous waste management, but also air emission and water discharge compliance.
2. Bill has always wanted to have an environment of clean air, water and land where he lives, and ample open space for recreation. He wants to help make Manchester a model place to live.
3. He has lived in Manchester for 40 years, where I married and raised 3 children. He was first drawn through his first participation in the Manchester Road Race. Bill bought, and still lives in, a house that is encircled by the Road Race course.

**DeJoannis, Gene**
1. He is retired from VanZelm Engineers after 30 years of energy conservation and building management design.
2. Gene was attracted to the Task Force by the opportunity to help reduce the Town’s energy use, and expand use of solar energy, and electric vehicles to move the town toward 100% renewable energy.
3. He has lived in Manchester for 44 years, raised 4 children here and has worked on Citizens for a Greener Manchester, Solarize Manchester and the Planning Department's 2020 Master Plan.
Delgaizo, Zachary
1. He has just completed his high school sophomore year.
2. Zachary was initially drawn to the Task Force after Mr. Stephanou and Mr. Bockus presented the initiative at a meeting of Manchester Youth Commission, which Zachary serves on as secretary.

Edwards, Laura
1. Business Manager for the Andover Board of Education
2. Laura believes climate change is real. She believes it is a massive problem. Starting at the local level, Laura believes citizens are empowered to solve this problem. This Task Force supports her beliefs.
3. She moved to Manchester in 1988. In the 90’s Laura worked for the Rideshare Company and was responsible for developing the first statewide vanpool program. She was most likely the first resident to operate an electric car as she was part of a pilot program to study the feasibility of electric vehicles in New England.

McKee, Patrick
1. He holds a M.S. in Environmental Science & Management from Duquesne University, Pittsburgh, PA and a B.S. in Biology from Mont Aloysius Collection, Cresson, PA. He is currently the Sustainability Program Manager at UConn where he works to lead strategic sustainability initiatives and programs.
2. Lending his education and expertise to the Sustainability Task Force is one way in which he thought he could help ensure Manchester’s bright future.
3. Patrick is new to Manchester as of 2018, but is committed to planting firm roots in the community.

Robinson, Terry
1. He is currently the Sustainability Lead at Otis, previously at Pratt & Whitney.
2. Steve sees the Task Force as a way to provide a service to Manchester and to meet like-minded and committed individuals who share the same interest. He sees Manchester as having a lot to offer, with the potential of being a showcase or benchmark for other municipalities of similar size. He is looking to learn from his fellow Task Force members and to share what he has learned.
3. He has lived in Manchester since 1989. Steve and his wife have raised two children here, both who spent their time in the Manchester school system. He worked for Fuss & O’Neill for 17 years, providing support to several businesses in Town. He served on a Race Relations task force and led community conversations on race many years ago, and is looking forward to serving his Town again.

Schlegelmilch, Jeff
1. He is the Deputy Director of the National Center for Disaster Preparedness at Columbit University’s Earth Institute.
2. Jeff was drawn to the Task Force through the work that he does every day looking at the impacts of sustainable development on disasters nationally and internationally, and wanted to make a difference in his home community.
3. He and his family have lived in Manchester for about 10 years and looking forward to many more.
Harun Ahmed
1. Spent most of his early life living in Moulvibazar, Bangladesh, where he completed a Bachelor's in Commerce before immigrating to the United States at the age of 20.
2. Earned an Associates Degree in Hospitality Management at New York City Technical College, Brooklyn, N.Y.
3. Long-time Manchester resident, who owns and manages various properties. Active member of the Bangladeshi American Friends and Family of Connecticut, a nonprofit organization that coordinates events within the community.

Shauna Brown
1. Shauna Brown is a graduate of the Manchester Public School system, and a life-long Manchester resident. She earned her Bachelor's Degree in Education from Temple University in Philadelphia, PA, and her Masters Degree in Education and Policy from Columbia University in the City of New York.
2. She is an educator, educational administrator, and community servant, who has volunteered with various local and national community organizations.
3. She is currently the Assistant Principal at the Academy for Aerospace and Engineering High School, where she leads the technology initiative, and works to build active partnerships to ensure that students are equipped with the skills to contribute to and thrive in a rapidly changing global society.

Richard Blade
1. Manchester resident since 1995.

Frances Kwane Ntem-Mensah
1. This September, he will be 14-years-old and a freshman at East Catholic High School. He was diagnosed with moderate to severe asthma at age 4, and as worked to prove that he couldn't and wouldn't be held down by it.
2. His favorite hobbies include soccer, track, reading, and mechanics.
3. The reason he aspires to be a part of the Sustainability Commission is that he would love to see a more robust Manchester and provide the people of Manchester with more reliable alternatives.

Bhanu (Van) Kaimi, PE, CEM, CEP
1. A certified energy efficiency expert who currently works for an industry leader, Siemens.
2. Holds an M.S. in Mechanical Engineering & Energy Processes (Major in thermal science and energy management), from Southern Illinois University Carbondale, IL, and a B.S. Mechanical Engineering (Major in thermal and fluid science, renewable energy), Institute of Engineering, Nepal, completed with distinction.
3. He has published several papers on energy and energy efficiency issues and his professional credentials and certifications include, Professional Engineer, Certified Energy Manager (CEM), Certified Energy Procurement Professional (CEP).
WHEREAS the public’s safety is of utmost importance to its residents, visitors, and the Board of Directors; and

WHEREAS Manchester’s emergency responders have a long record of protecting the public and saving lives; and

WHEREAS this record of service includes saving countless lives through their heroic response to a mass shooting at Hartford Distributors ten years ago; and

WHEREAS emergency responders are required to perform dangerous tasks that, at times, put their own lives at risk for the safety and betterment of the community; and

WHEREAS Manchester is a growing community that will require additional resources to improve the safety of our residents; and

WHEREAS the community deserves to live in safety, with fast response times and adequate resources dedicated to severe crime events; and

WHEREAS severe and life-threatening crimes need immediate action with ample resources;

NOW, THEREFORE, BE IT RESOLVED that the Manchester Board of Directors expresses its appreciation for Manchester’s emergency responders and commits to the safety of our residents; and

BE IT FURTHER RESOLVED the Board of Directors of the Town of Manchester commits to hiring and retaining an adequate number of emergency responders to quickly respond to severe crimes; and

BE IT FURTHER RESOLVED the Board of Directors of the Town of Manchester supports fully funding our emergency response departments in order to recruit and retain adequate emergency personnel to respond to severe crimes, and to provide adequate levels of service for a growing community; and

BE IT FURTHER RESOLVED the Board of Directors of the Town of Manchester commits to providing emergency responders with the proper equipment and resources available to resolve severe crimes in an effort to protect the community; and

BE IT FURTHER RESOLVED the Board of Directors of the Town of Manchester supports fully funding emergency response departments, in order to purchase and maintain proper equipment and resources that are necessary to the prevention and resolution of severe and life-threatening crimes.