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TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, OCTOBER 3, 2022
TOWN HALL MEETING ROOM
7:00 P.M.
AGENDA

I. PLEDGE OF ALLEGIANCE

II. MINUTES

A. Approval of Regular Meeting Minutes – September 6, 2022
B. Approval of Board of Selectmen Special Meeting with Planning and Zoning – September 19, 2022

III. APPOINTMENTS

- Lower Farmington River and Salmon Brook Wild and Scenic Committee – Alternate (Fred Jones)
- Inland Wetlands and Watercourses Commission (Jason LaChance)
- Planning and Zoning Alternate (Matthew Peters)

IV. OLD BUSINESS

V. BUSINESS

A. Wildflower Meadow Presentation
B. Consideration of Additional Appropriation to Cover the Restoration of the Exterior of the Holcomb Farm Farmhouse
C. Discussion and Possible Action on a Long-Term Conservation and Sustainability Plan for Holcomb Farm.
D. Consideration of Membership and Charge for Charter Revision Commission

VI. TOWN MANAGER REPORT

VII. FIRST SELECTMAN REPORT (Mark Fiorentino)
VIII. SELECTMAN REPORTS
(Margaret Chapple, Frederick A. Moffa, Mark C. Neumann, Kelly O. Rome and
Charles Orluk, Student Liaison)

IX. PUBLIC SESSION

X. EXECUTIVE SESSION

XI. ADJOURNMENT

The Next Regular Meeting is Scheduled for October 17, 2022
TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING

Minutes

Page 1

September 6, 2022

Members Present:  First Selectman Mark Fiorentino
Selectman Frederick Moffa
Selectman Mark Neumann
Selectman Kelly Rome
Selectman Margaret Chapple

Others Present:  Erica P. Robertson, Town Manager
Kirk Severance, Director of Public Works

The Hon. Mark Fiorentino, First Selectman called the regular meeting of the Board of Selectmen to order at 7:00 p.m.

I.  PLEDGE OF ALLEGIANCE

Selectman Mark Neumann led members of the Board of Selectmen in the Pledge of Allegiance.

II.  RECOGNITION OF SALLY KING

After the Pledge of Allegiance, First Selectman Mark Fiorentino took an opportunity to recognize and thank Sally King for her many years of service to the Town of Granby and noted that Ms. King had recently resigned her term as a member of the Board of Selectmen. First Selectman Fiorentino read into the record a proclamation in Sally King's honor.

Further recognizing Ms. King, honored guest Representative Mark Anderson of the 62nd House District read an official citation on behalf of the Connecticut General Assembly.

At 7:11 p.m. First Selectman Mark Fiorentino called for the Board of Selectmen to take a brief recess until the call of the chair at 7:25 p.m.

III.  PUBLIC SESSION

Reinhard Maier (138 Day Street) addressed members of the Board of Selectmen inquiring about the conveyance of sewer usage to the Town of Simsbury. Mr. Maier indicated that he does review work professionally and that after reviewing information on the water treatment plant in the Town of Simsbury Mr. Maier noted that according to the Town of Simsbury, they own 60%, the Town of Avon owns 30%, and the Town of Granby owns 10%, however, Mr. Maier expressed concern that he was not able to find an equity contract. Mr. Maier further expressed concern that the plant was beginning to reach capacity and that a moratorium should be put into place until the Town Attorney and the Town Engineer have a chance to review the sewer capacity.

(Continued on Next Page)
Robert Flanigan, Jr. (24 Woodcliff Drive) addressed members of the Board of Selectmen expressed concern of the sewer usage capacity and inquired about what he believed was hazardous waste material on the side of the road 10 & 202 which are being covered with a tarp and he was concerned that the hazardous material wasn’t being secured properly.

Maureen Eberly (37 Silkey Road) addressed members of the Board of Selectmen regarding her concern with the goals and objectives of the strategic plan and asked clarifying questions about what the next steps would be.

Glenn Ballard (289 Granville Road) addressed members of the Board of Selectmen regarding the affordable housing plan and the strategic plan. Mr. Ballard expressed concern over the current format of how the strategic plan was being laid out and would like to see the information presented in a different format as he felt that the average Granby resident was not going to be able to read and connect the dots with the current format. Mr. Ballard inquired what was going on with the plan of the Conservation Commission and noted that they were overdue for an update to the Board of Selectmen. Mr. Ballard felt that the Town Manager and staff members should not be writing the strategic plan and that it was premature to hand this project off.

John Morrone (15 Maple Hill Drive) addressed members of the Board of Selectmen and expressed concern about the money being spent on the commercial kitchen for people in need and expressed concern that the $100,000 being spent was too much. Mr. Morrone inquired about if quotes had been collected. Mr. Morrone felt that it was a good thing that members of the Board of Selectmen do not engage and that their agenda and their deals are useless. Mr. Morrone went on to indicate that members of the Board of Selectmen are either being played or paid for these deals being made and that they are not doing a good job representing the people of Granby.

Robert James Flanigan, III (24 Woodcliff Drive) addressed members of the Board of Selectmen and indicated that due to his career traveling around the State speaking with numerous First Selectmen from what he can see the Granby Board of Selectmen are just a bunch of “yes men” for the State of Connecticut. Mr. Flanigan further indicated that members of the Board of Selectmen didn’t really care and that they needed to step up and have some backbone to impose a moratorium or tell the State “No”. Mr. Flanigan further indicated that due to his line of work that he reads body language for a living and that members of the Board of Selectmen are disgusting and don’t care and further stated that members of the Board of Selectmen should continue to sit back and kick their feet up. Mr. Flanigan noted that he did not want to see the Town of Granby become another town like Farmington and indicated that the Town Manager could not go to a single meeting without saying Farmington.

IV. MINUTES

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

(Continued on Next Page)
BE IT RESOLVED, that the Granby Board of Selectmen hereby approves the Minutes of the Regularly Scheduled Board of Selectmen of August 15, 2022.

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

V. APPOINTMENTS

No action was taken.

VI. OLD BUSINESS

No report was given.

VII. NEW BUSINESS

A. To Consider and Act on the IBAC recommendations for the use of ARPA Funds

Updating members of the Board of Selectmen Town Manager, Erica Robertson explained that the IBAC recommendations for the use of ARPA Funds request is the third of what will be several action items to move funded projects forward. Town Manager, Erica Robertson noted that the Board of Selectmen approved two technology projects forward in June 2022 which include CAD/RMS system for the Police Department and the online permitting system for the Community Development Department. Town Manager, Erica Robertson reminded members of the Board of Selectmen that in August they approved the HVAC project at Granby Memorial High School and at Wells Road School. With those projects being funded, Town Manager, Erica Robertson is requesting to advance part of the Town technology infrastructure and equipment upgrades (#2) a part of the Communications Updates projects (#8), support to the Farmington Valley Health District (#9), and the AXON Fleet Cruiser cameras for the Police Department (#10).

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

BE IT RESOLVED, that the Granby Board of Selectmen hereby authorizes the Town Manager to expend funds to advance a part of the Town technology infrastructure and equipment upgrades project (#2), a part of the Communications Upgrades project (#8), support to the Farmington Valley Health District (#9), and the AXON Fleet Cruiser cameras for the Police Department (#10) for a total allocation of $330,775.00.

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

(Continued on Next Page)
B. Consideration of Budget Amendment for the Absentee Ballot Support Grant

Town Clerk, Scott A. Nolan informed members of the Board of Selectmen that the Town of Granby would be receiving grant money from the Office of the Connecticut Secretary of State to support the upcoming November 2022 election. Town Clerk, Scott Nolan noted that the grant monies received will be used to support the absentee ballot process at the discretion of the Town Clerk and the Registrar of Voters and will be used to help aid in what is expected to be a large request for absentee ballots. Town Clerk, Scott Nolan noted that the grant money was allocated in accordance with absentee ballot data collected in 2018 and in 2020 and that the Town of Granby received $4,297.46 of federal grant money to assist with absentee ballots.

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

BE IT RESOLVED, that the Granby Board of Selectmen hereby authorizes increases of Miscellaneous Revenue and Elections line items in the General Fund budget by $4,297.46 to support the November 2022 general election and forwards this request to the Board of Finance to approve.

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

C. Strategic Plan Review

Updating members of the Board of Selectmen, First Selectman Mark Fiorentino reminded members of the Board about the Strategic Plan process and that the goals/objectives are still in the planning stage of the process, and that members of the Boards and Commissions, and members of the public will have another opportunity to weigh in on the strategic plan. First Selectman Mark Fiorentino asked members of the public that if they could please submit feedback via the Town Website it would be appreciated. First Selectman Mark Fiorentino further explained that before we can focus on action steps that the draft would need to be finished first and that at this time it was important to send the written copy of the proposed strategic plan outline to members of the boards and commissions to review and suggested that the boards and commissions and members of the public have thirty (30) days to review the current proposal.

Town Manager, Erica Robertson went over the draft of the Strategic Plan Review and noted that several months ago the Board of Selectmen began its strategic planning process by soliciting input and goals recommendations from the various stakeholders, including staff, elected boards, and commissions. Town Manager, Erica Robertson went over the strategic plan draft which included the Vision Statement, Mission Statement, and Goal Statement more particularly described in Appendix A (see attached).
First Selectman Mark Fiorentino proposed a few slight changes to the outline and asked that corrections be made which include:

1. Under Enhanced opportunities to allow Granby to be a safe and livable community to all. Changing “vision statement” to “mission statements”.
2. Delete the third bullet point “Enhance collaboration between various evaluating services”.

Selectman Frederick Moffa noted that he would like to see the word “customers” change to “citizens” throughout the strategic plan.

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

**BE IT RESOLVED,** that the Granby Board of Selectmen hereby directs the Town Manager, Erica Robertson to submit the draft Strategic Plan to the various Granby Board and Commissions as well as the public for their review and to obtain feedback within 30 days’ time.

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

VIII. **TOWN MANAGERS REPORT**

Town Manager, Erica Robertson reported to members of the Board of Selectmen that the Police Department has been busy this summer working with the Board of Education on security and access control during the summer break to prepare for the new school year. Town Manager, Erica Robertson further reported that recently, the Granby Police Department has had two positive officer-involved incidents in town including the North Central Municipal Emergency Services Team (NCMEST) assisting with a domestic assault situation along with the successful use of naloxone to revive an overdosing motorist involved in an accident.

Town Manager, Erica Robertson reported that the Granby Social Services Elderly & Disabled Renter’s Rebate closes at the end of September and that currently, the Town expects to assist the same number of residents as last year. Town Manager, Erica Robertson also noted that the Granby Private Fuel Bank has a healthy balance and that she is confident the Town will be able to ensure no one is cold.

Town Manager, Erica Robertson also reported to members of the Board of Selectmen that September is National Senior Center and Fall Prevention month and that the Town will be hosting its second annual Senior Day on Wednesday, September 28, 2022, with sixteen (16) senior serving agencies. Information on senior living, healthcare, and more will be available. The Town is currently partnering with the Farmington Valley Health District to conduct Fall Risk Assessments.

(Continued on Next Page)
Town Manager, Erica Robertson also reported to members of the Board of Selectmen regarding the Youth Services CCSU Marriage, and Family Therapist intern has officially started and that this enables the agency to offer additional counseling services for youth and families.

Town Manager, Erica Robertson reported to members of the Board of Selectmen the Public Works Department continues to be busy with many summer construction projects continuing until the asphalt plants close for the season and our funding is expended. Town Manager, Erica Robertson noted that Loomis Street in its entirety and twenty-three hundred (2300) feet of Quarry Road, and three-quarters of Kelly Lane were overlayed in August.

Town Manager, Erica Robertson reported to members of the Board of Selectmen that the Moosehorn Bridge replacement has changed from a one-year project to a two-year project and the inspection and construction contracts have been chosen. Wetlands permitting is underway on Donahue Road and will be going out for design later this year with replacement scheduled for 2023. Simsbury Road Bridge is still on the schedule for replacement in 2024.

Town Manager Erica Robertson informed members of the Board of Selectmen that Donna Moody has retired from the Town of Granby after serving as our Payroll Coordinator for twenty-seven (27) years. Town Manager, Erica Robertson thanked Donna for her many years of service and wished her well in retirement. Town Manager Erica Robertson informed members of the Board of Selectmen that Susan Magoon-Klein recently started in the Finance Department and has taken on the payroll function with Donna’s retirement. Town Manager, Erica Robertson noted that Susan comes to us with experience in municipal and private section payroll experience.

Lastly, Town Manager Erica Robertson informed members of the Board of Selectmen that Abby Kenyon, Director of Community Development has returned from maternity leave and that we are happy to have her back and look forward to some exciting projects soon from her department.

IX. FIRST SELECTMAN REPORT

First Selectman Mark Fiorentino informed members of the Board of Selectmen that the Board had received a letter from the American Legion indicating that the Sgt. Ricky Emmons Memorial Bench was moved as it was getting too close to the ongoing construction on the Town Green.

First Selectman Mark Fiorentino also informed members of the Board of Selectmen that the Board had received a thank you note from J. Bell the former student liaison expressing thanks for the amazing sweatshirt and for making his time on the board enjoyable.
X. SELECTMAN REPORTS

No reports were given.

XI. EXECUTIVE SESSION

Selectman Mark Neumann made a motion to go into executive session at 8:56 p.m. to discuss a personnel matter and invited the Town Manager, Erica Robertson, and members of the Board of Selectmen into executive session. The motion was seconded by Selectman Frederick Moffa which passed by a unanimous voice vote (5/0/0) MOTION CARRIES.

Following Executive Session, Members of the Board of Selectmen resumed their meeting at 9:37 p.m.
XII. ADJOURNMENT

There being no more business to come before the meeting, Selectman Margaret Chapple made a motion to adjourn the Regular Board of Selectmen Meeting at 9:38 p.m., which was seconded by Selectman Mark Neumann and passed by a unanimous voice vote. (5/0/0) MOTION CARRIES.

Respectfully submitted & attested,

[Signature]
Scott A. Nolan
Town Clerk

Received for Record September 8, 2022
By SCOTT A. NOLAN, Town Clerk
Appendix A

Vision Statement

Granby will be a Town that provides excellent public services, while balancing our tradition and heritage with the evolving needs of the community.

Mission Statement

The Town of Granby is dedicated to providing equitable and quality services in a responsive and cost-effective manner through careful planning, collaborative community partnerships, and professional management.

Goal Statements

1. Promote sustainable growth in the grand list through programs and processes designed to encourage business retention, expansion and attraction while maintaining the character of the community and minimizing the burden on the residential tax base.
   - Continue the improvement and enhancement of Granby Center.
   - Review the economic development potential in areas where public infrastructure exists.
   - Complete a sewer capacity study.
   - Consider a town center study.

2. Operate with financial stability to meet both near- and long-term needs of the Town.
   - Encourage collaboration between the BOE and the Town of Granby for short- and long-term capital planning.
   - Review financial policies to ensure that Granby maintains a stable mill rate and its impact on residents and businesses.

3. Effectively manage and function as stewards of Town infrastructure, facilities, and properties.
   - Examine all lease and license agreements Granby.
   - Develop an inventory list of Town owned properties.
   - Evaluate the use and/or potential disposal options for town property.

4. Enhance opportunities to allow Granby to be a safe and livable community for all.
   - Implement the Affordable Housing Plan.
   - Review the mission statements for the Commission on Aging and the Youth Service Board.
   - Review elements of a safe streets program.
   - Maximize available resources for mental health services.
Appendix A

5. *Promote the long-term sustainability of agriculture and agrotourism.*
   - Evaluate the potential passage of a right to farm ordinance.
   - Permanent Preservation of Holcomb Farm.

6. *Ensure that the providers of Senior, Social, Library, and Recreation services have sufficient resources and facilities to accomplish their missions.*
   - Evaluate space needs to enhance user experiences and programing demands.

7. *Evaluate conservation and sustainability measures that support the ability to meet Granby's mission.*
   - Pursue Sustainable CT certification.

8. *Promote assorted communication opportunities to ensure that the community is well informed about their Town.*
   - Review and refresh the Town webpage.
   - Establish a stronger social media presence.
   - Submit news when appropriate to local publications.

9. *Recognize, maximize, and coordinate the contributions of Granby non-profit and volunteer organizations.*
   - Seek out opportunities to collaborate and partner collectively.
The Hon. Mark Fiorentino, First Selectman called the special joint meeting of the Board of Selectmen and Planning & Zoning Commission to order at 7:00 p.m.

I. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was observed after which First Selectman Mark Fiorentino introduced the new student liaison Chaz Orluk, a Junior at Granby Memorial High School.

Mark W. Lockwood made a motion to reorder the special meeting agenda switching agenda items II (Discussion and Possible Action to Assign Responsibilities In The Granby Affordable Housing Plan) and III (Discussion And Possible Action On Conducting A Town Center Study).

The motion was seconded by Paula H. Johnson which passed by a unanimous voice vote (14/0/0) MOTION CARRIES.

II. DISCUSSION AND POSSIBLE ACTION ON CONDUCTING A TOWN CENTER STUDY

First Selectman Mark Fiorentino reminded members of the Board of Selectmen and members of the Planning & Zoning Commission that item three (3) is an important topic and that a process would be

(Continued on Next Page)
followed including the ideas and suggestions of other boards and commissions. First Selectman Mark Fiorentino also explained that public work sessions have been held in order to seek out input. Planning & Zoning member, Brennan J. Sheahan inquired about the three (3) zones that would be a part of the Town Center study and wondered if a lot of thought had been put into these developments at which time further discussion took place.

Selectman Margaret Chapple noted that currently there are a lot of open storefronts and property for sale in the center of town and this might be a good opportunity to look at our planning & zoning regulations to see if changes are necessary and to ensure that they are working well for the town of Granby.

Planning & Zoning member Eric W. Myers indicated that he agreed with much of the discussion that had already taken place and that now would make sense to review the Town Center and be able to capture what the Town of Granby has and be able to explain to developers why choosing Granby makes sense.

Planning & Zoning member Eric L. Lukingbeal commented that he believed a Town Center study would make a lot of sense but that we should take this opportunity to go a step further and go after what we don't currently have.

With a general consensus of the group Selectman Kelly Rome made the following motion:

The Board of Selectmen authorizes the Planning & Zoning Commission to research and conduct a Town Center Study

The motion was seconded by Selectman Frederick Moffa which passed by a unanimous voice vote (14/0/0) MOTION CARRIES.

III. DISCUSSION AND POSSIBLE ACTION TO ASSIGN RESPONSIBILITIES IN THE GRANBY AFFORDABLE HOUSING PLAN

First Selectman Mark Fiorentino took an opportunity to explain to members of the Board of Selectmen and the Planning & Zoning Commission what the process would be and what the purpose of the joint meeting was. First Selectmen Mark Fiorentino further indicated that he felt it was important to first assign which board or commission would be responsible for studying the issues as they relate to the Affordable Housing Plan: Objectives and Recommendations (See Appendix I). Further discussion took place regarding the assignments of responsible parties for the various Affordable Housing Plan Objectives and Recommendations.
Planning & Zoning Commission member Eric W. Myers made the following motion:

The Planning & Zoning Commission and members of the Board of Selectmen meeting agree to the responsible parties' assignments as presented during the meeting of the Board of Selectmen joint meeting with the Planning & Zoning Commission.

The motion was seconded by Selectman Frederick Moffa which passed by a unanimous voice vote (14/0/0) MOTION CARRIES.

IV. PUBLIC SESSION

Toni Flanigan (24 Woodcliff Drive) addressed members of the Board of Selectmen and Planning & Zoning Commission regarding the Town of Granby and the Town of Simsbury sewer usage and inquired why a sewer usage study wasn’t done prior to recent developments. Ms. Flanigan further expressed her concern with traffic becoming an issue as many of the streets are only two-lane roads and if future development projects take place, we may see an increase in busses and traffic. Ms. Flanigan also expressed discomfort with possible future housing development projects as she believes a housing market analysis needs to be completed first in order to see who would move into these places.

Robert Flanigan, Jr. (24 Woodcliff Drive) addressed members of the Board of Selectmen and the Planning & Zoning Commission for his concerns about the sewer usage capacity and inquired why a study wasn’t done prior to development. Mr. Flanigan indicated that he felt we needed a moratorium on new housing units and that taxpayers do not want to pay for sewer upgrades. Mr. Flanigan felt that the current plan being proposed was unacceptable.
V. ADJOURNMENT

There being no more business to come before the meeting, Selectman Kelly Rome made a motion to adjourn the special joint meeting of the Board of Selectmen and Planning & Zoning Commission at 7:59 p.m., which was seconded by Selectman Mark Neumann and passed by a unanimous voice vote. (14/0/0) MOTION CARRIES.

Respectfully submitted & attested,

[Signature]
Scott A. Nolan
Town Clerk

Received for Record September 26, 2022
By SCOTT A. NOLAN, Town Clerk
MEMORANDUM

TO: Board of Selectmen

FROM: Erica Robertson, Town Manager

REGARDING: IV. - Appointments

The following positions are open. The name in parenthesis is the last person to hold the position. When appointments are ready to be made, the following motions are recommended:

That ____________ be appointed to the Lower Farmington River and Salmon Brook Wild & Scenic Management Plan (LFSWS) as an alternate for an indefinite term. (Fred Jones)

That ____________ be appointed to the IWWC for the balance of a four-year term beginning immediately and ending January 8, 2024. (Jason LaChance)

That ____________ be appointed to the Planning and Zoning Commission as an Alternate for the balance of a two-year term beginning immediately and ending November 8, 2023. (Matthew Peters)
TOWN OF GRANBY

MEMORANDUM

TO: Board of Selectmen
FROM: Erica Robertson, Town Manager

REGARDING: V. BUSINESS – ITEM B
Consideration of Additional Appropriation to Cover the Restoration of the Exterior of the Holcomb Farm Farmhouse.

Background
The Holcomb Farm Manager and his young family live in the farmhouse. The Holcomb Farm farmhouse needs exterior renovations. The outside of the building has become chipped and there is a great deal of woodwork that needs replacement. Moreover, lead paint removal is required. This project is the second phase of Holcomb Farm work that began with the bathroom renovations in the main barn. STEAP grant funds were used for a majority of the first phase.

Bids came back above our current available funding. Therefore, the Town is requesting additional funding in the amount of $50,382.74 to complete:

- Exterior lead paint removal and siding installation.
- Scrape all loose paint from the entire exterior from the foundation wall to the drip edge of the roof.
- Remove and dispose of any rotted wood or damaged materials.
- Insulation.
- Carpentry work as needed.

Funding will come from the remaining dollars in the Holcomb Farm project as well as several other accounts.

<table>
<thead>
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<th>Farmhouse Project:</th>
<th>$ 77,643.00</th>
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<table>
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<th>Funding Sources:</th>
<th>Amount</th>
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<tr>
<td>Fund 628 Capital Projects</td>
<td>$ 26,282.09</td>
</tr>
<tr>
<td>Fund 681 HF Improvement Fund</td>
<td>$ 9,101.23</td>
</tr>
<tr>
<td>Fund 269 Open Space/Prop. Improv</td>
<td>$ 14,999.42</td>
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| Total | $ 77,643.00 |
Next Steps

I am requesting an appropriation from the Capital Projects Fund Balance in the amount of $26,282.09, HF Improvement Fund Balance in the amount of $9,101.23 and Open Space/Property Improvement Fund Balance in the amount of $14,999.42 for a total of $50,382.74 to support the project. Capital Projects Fund and HF Improvement Fund will be closed after this appropriation request.

At its September 26, 2022 meeting, the Board of Finance commented favorably upon this request, subject to the Board of Selectmen’s approval. Pursuant to section 10-6(e) of the Granby Town Charter, I am forwarding the request to the Board of Selectmen for your consideration.

PROPOSED MOTION:
The Board of Selectmen authorizes an additional appropriation of $26,282.09 from the Capital Projects Fund, $9,101.23 from the HF Improvement Fund, and $14,999.42 from the Open Space/Property Improvement Fund to support the completion of the farmhouse project, and the Board of Selectmen authorizes to close Capital Projects Fund and HF Improvement Fund after this appropriation.

EPR/kc

cc: Kimi Cheng, Director of Finance
    Kristine Vincent, Director of Recreation & Leisure Services
MEMORANDUM

TO: Board of Selectmen

FROM: Erica Robertson, Town Manager

REGARDING: V. BUSINESS – ITEM C
Discussion and Possible Action on a Long-Term Conservation and
Sustainability Plan for Holcomb Farm.

BACKGROUND

The Town of Granby received Holcomb Farm through a gift from Laura and Tudor Holcomb. The Farm provides substantial agricultural, recreational, educational, civic, and historic value to Granby residents. Current activities at the Farm include:

- Preservation and operation of an historic farm in the nationally designated West Granby Historic District
- Preservation and maintenance of working agricultural land and open space
- Operation of Community Supported Agriculture (CSA) which provides chemical-free, locally grown food
- Operation of the Fresh Access program, which provides food to individuals and communities in need
- Wildlife habitat conservation in contiguous open space corridors
- Invasive species control
- Development and maintenance of trails and other recreational uses
- Development of the Tree Trail
- Development and implementation of educational programs
- Programs and events sponsored by the Granby Park and Leisure Services Department and other community organizations
- Facility rentals managed by the Town of Granby

Operation and maintenance of the Farm is currently accomplished by the joint efforts of the Town and the non-profit Friends of Holcomb Farm (the “Friends”) with support from a number
of community partners, including the Granby Community Fund, the Granby Land Trust, the Granby Lions Club, the Hartford Foundation for Public Giving, the Salmon Brook Historical Society, the Granby Horse Council and others.

Need for Long-Term Plan
We face a number of challenges in our collective efforts to continue to preserve and use the Farm. These challenges include: 1) limitations on the Friends’ ability to make improvements; 2) limitations on our partners’ ability to obtain grants and other funding; and 3) the risk of increased burden on taxpayers to maintain and improve the Farm.

A long-term plan is necessary to ensure that we can maintain and strategically grow the activities at the Farm and continue to enhance its value to residents, all while minimizing the impact on taxpayers.

Primary Components of Long-Term Conservation and Sustainability Plan
The primary components of the proposed plan are:

1. Acceptance of $500,000 from the Granby Land Trust to create a restricted investment account to support the Farm’s operation, maintenance, and capital expenses. Earnings from the account may also be used, in limited circumstances, for other passive recreational activities in Granby.

2. Granting of a conservation easement to the Granby Land Trust for a portion of the property (the “Protected Property”). The easement will prohibit the development and subdivision of the Protected Property but will allow all current uses of the Protected Property, including agricultural, recreational, and educational uses. The easement also allows other uses not inconsistent with the purpose of the easement, including things like camping, fishing, biking, and horseback riding.

3. A portion of the Farm will not be subject to the easement (the “Excluded Property”). The Excluded Property is primarily made up of the areas along Simsbury Road that are now actively farmed, and areas used as the main campus facilities.

4. The Excluded Property also includes a +/- 1.5-acre area on the east side of Simsbury Road. The Town will separately grant the Granby Land Trust a first right of refusal on this property. In the event the Town wishes to sell this property, the Land Trust can match the highest terms received by the Town.

5. The Town will continue to own and control both the Protected Property and the Excluded Property.

6. The Town will enter a 15-year renewable lease and land use agreement with the Friends. Under the lease, the Friends will be primarily responsible for operating, improving and maintaining the Farm (including areas of both the Protected Property and the Excluded Property). Included in the terms of the lease are requirements that the Friends: 1) continue to
pay annual rent of $4500; 2) obtain prior approval before making any improvements; and 3) provide an annual report to the Board of Selectmen.

7. The Friends' lease will exclude the main campus facilities. The Town can continue to use, rent and program these facilities as it does now.

8. The Friends will also continue to separately lease and pay rent for the farmhouse and office space within the main campus buildings.

PROPOSED MOTIONS

1. To schedule a workshop on October 17 for the purpose of receiving public input on the proposed Holcomb Farm Conservation and Sustainability Plan.

2. The Board of Selectmen hereby refers the draft 1) conservation easement; 2) lease and land use agreement; 3) farmhouse lease; and 4) right of first refusal to the Planning and Zoning Commission for its review under CGS 8-24 and its report back to the Board of Selectmen.
HOLCOMB FARM
CONSERVATION EASEMENT

This Grant of HOLCOMB FARM CONSERVATION EASEMENT (this “Easement”) is made as of the __ day of October, 2022 by and between the Town of Granby, a Connecticut municipal corporation having an address at 15 North Granby Road, Granby, CT 06035 (together with its successors, lessees, permittees and assigns, in perpetuity, the “Town of Granby”) and Granby Land Trust, Inc., a publicly-supported tax exempt, non-stock organization incorporated under the laws of the State of Connecticut, with an address of P. O. Box 23, Granby, Connecticut 06035, whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific, charitable, and educational purposes (“GLT”). GLT is qualified to acquire and hold conservation restrictions under the provisions of Connecticut General Statutes Sections 47-42a et seq. and is a “qualified organization” under Section 170(h) of the Internal Revenue Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter collectively referred to as the “Internal Revenue Code”). GLT represents that it has the commitment to protect the conservation purposes of this Easement and the resources to monitor and enforce the restrictions set forth below in perpetuity.

The Town of Granby and GLT, together, are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS:

A. The Town of Granby is the owner in fee simple of certain real property in the Town of Granby, village of West Granby, County of Hartford, and State of Connecticut, with an address of 113 Simsbury Road and comprising 310 acres, more or less (the “Holcomb Farm”). A portion of the Holcomb Farm that the Parties consider to be the natural areas comprising 277 acres, more or less, (the “Protected Property”) has ecological, scientific, educational, agricultural and aesthetic value in its present state, which Protected Property is shown on the map attached hereto as Schedule A (Protected Property).

B. This Easement does not create any encumbrances on that portion of the Holcomb Farm that the Parties consider to be the improved area (the “Excluded Land”), comprising 33 acres, more or less, shown on the map attached hereto as Schedule B (Excluded Land). The Protected Property and the Excluded Land are shown on the map attached hereto as Schedule C (Holcomb Farm Protected Property and Excluded Land). The Parties may amend this Easement to more particularly describe the Protected Property and the Excluded Land. Notwithstanding the foregoing, the Parties agree that a survey of the Excluded Land to be filed on the land records, shall
be prepared within two years of the date hereof. The costs of such survey shall be shared equally by the Parties.

C. The Town of Granby and GLT have the common purpose of conserving the Protected Property in perpetuity by the Town of Granby’s placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Town of Granby to GLT of affirmative rights for its protection in perpetuity, intending the grant of such restrictions to be a “qualified conservation contribution” as that term is defined under Section 170(h)(2)(C) ¹ of the Internal Revenue Code, and so as to qualify as a “Conservation Restriction” under the Connecticut General Statutes Sections 47-42a through 47-42e. The Town of Granby and GLT wish to avail themselves of the provisions of those laws through the protection of those Conservation Values hereinafter described in the following Recitals. In addition, the conservation of the Protected Property will accomplish a number of the factors that determine “significant public benefit” under Treas. Reg. Section 1.170A-14(d)(4)(iv), including but not limited to the following: (i) development of the Protected Property beyond the development permitted hereunder would lead to or contribute to the degradation of the scenic, natural, and open character of the area, (ii) by limiting the use of the Protected Property, this Easement will help prevent habitat fragmentation and will increase the potential for restoring or increasing biological diversity and native plant communities, (iii) the Protected Property is an integral part of the scenic character of the local rural landscape in which it lies, and (iv) this Easement is consistent with public programs for conservation in the region, some of which are enumerated below. The protection of those values includes and is in fulfillment of, and consistent with, the corresponding “conservation purposes” that are required to be protected under Section 170(h)(4) of the Internal Revenue Code.

SCENIC ENJOYMENT:

D. Preservation of the Protected Property is for the scenic enjoyment of the general public and will yield a significant public benefit in accordance with Section 170(h)(4)(A)(iii)(I) of the Internal Revenue Code. Specifically, the Protected Property abuts and is visible from land permanently protected by GLT and the McLean Game Refuge. Properties owned by those two entities in turn abut Connecticut Enders State Forest, all as shown on the map attached hereto as Schedule D (Holcomb Farm and Nearby Protected Areas).

HABITAT PRESERVATION:

E. This Easement protects a significant “relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” in accordance with Section 170(h)(4)(A)(ii) of the Internal Revenue Code. In particular, the Protected Property is habitat for or is adjacent to habitat for (at last counting) 128 species of ground-nesting or migratory birds, as more particularly described as of the date hereof in the list attached hereto as Schedule E (Holcomb Farm’s Ground-Nesting and Migratory Birds). Two other considerations are worthy of note: First, prohibited uses on the

¹ Neither Party to this Easement will receive a tax benefit attributable to this transaction, because both of them are tax exempt entities.
Protected Land, if they were to occur, could have a substantial detrimental effect on the nearby McLean Game Refuge, GLT preserves and Enders State Forest, because all of those properties form an integrated wildlife corridor. Therefore, from a town-wide and regional perspective, this Easement protects more than just the fish, wildlife and plants resident in the Protected Property.

*Second*, 1,800 acres of the abutting McLean Game Refuge have been designated by the United States Department of the Interior’s National Park Service (the “National Park Service”) as a National Natural Landmark, one of only eight in the State of Connecticut. The National Natural Landmarks Program recognizes and encourages the conservation of sites that contain outstanding biological and geological resources. Sites are designated by the Secretary of the Interior for their “condition, illustrative character, rarity, diversity, and value to science and education.” From an ecological perspective, the Protected Property abuts and protects the flanks of the designated landmark area and shares all of the listed landmark’s attributes.

**OUTDOOR RECREATION AND EDUCATION:**

F. This Easement preserves “land areas for outdoor recreation by, or for the education of, the general public” in accordance with Section 170(h)(4)(A)(i) of the Internal Revenue Code. As noted above, it also preserves convenient access to other similarly preserved areas.

**WATER QUALITY PROTECTION:**

G. The Protected Property is traversed by the West Branch of the Salmon Brook, by Beach Brook and by Kendall Brook, all three of which are “Class F” watercourses, as well as by other seasonal streams and its protection affords an ecologically important buffer for the protection of water quality and habitat in accordance with Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

**PUBLIC POLICY:**

H. The preservation of the Protected Property is pursuant to clearly delineated federal, state and local governmental conservation policies and will yield a significant public benefit in accordance with Section 170(h)(4)(A)(iii)(II) of the Internal Revenue Code. Specifically:

- in 1963, the Connecticut General Assembly declared “that it is in the public interest to encourage the preservation of farmland, forest land and open space land in order to maintain a readily available source of food and farm products close to the metropolitan areas of the state, to conserve the state’s natural resources and to provide for the welfare and happiness of the inhabitants of the state...” (P.A. 490, Section 1; C.G.S. Section 12-107a);

- in 1971, the Connecticut General Assembly passed Public Act 173 (C.G.S. Sections 47-42a through 47-42c which authorizes the creation and enforcement of conservation restrictions “whose purpose is to retain land or
water areas predominantly in their natural, scenic or open condition or in agricultural farming, forest or open space use;"

c. in its Plan of Conservation and Development, issued as required by Section 8-23 of the Connecticut General Statutes and effective as of October 17, 2016 for the next ten years, the Granby Planning and Zoning Commission listed “Open Space” as one of the Town of Granby’s “Fundamental Values” as follows: “Open Space: Granby is extremely fortunate to have an abundance of open space. Many of these areas have been preserved through the generosity of conservation minded people. The McLean Game Refuge, the Enders State Forest, the Holcomb Farm and many other preserved lands, together with the efforts of the Granby Land Trust, have guaranteed that large areas of Granby will remain undeveloped. Our undeveloped areas include significant contiguous forests, which provide diverse habitat and biodiversity, fresh air, cooling shade and storm water management. Open space is associated with tranquility, improved physical and mental fitness, contentment, relaxation, reduced crime, peacefulness and an overall feeling of well-being. Granby is largely defined by its abundant open space and its abundant open space is greatly appreciated by its residents;”

d. on May 1, 1992, following a comprehensive report issued by the Salmon Brook Historical Society’s Historic District Study Committee chaired by historian Mark Williams, Ph.D., an area including the Holcomb Farm, designated as the “West Granby Historic District” by the National Park Service, was entered into the National Register of Historic Places. The Study Committee concluded its summary of its proposal as follows: “[T]he material remains that lie in a relatively unspoiled setting along Salmon Brook in West Granby can offer our community an educational and cultural resource that will, if substantially preserved, stimulate curiosity, promote the exercise of imagination, provoke more sophisticated thought about the past, and provide evidence for historians seeking to understand the forces that have shaped and continue to shape our community and society. No other area in Granby provides such a clear display of key forces in the town’s, and in the region’s[,] history.” Schedule F (West Granby Historic District Map and Formal National Park Service Designation) more particularly describes the West Granby Historic District and its context.

This Easement is consistent with that final local and regional perspective and, will help preserve the broader area of two highly selective programs that the National Park Service has recognized the national significance of the area in which the Holcomb Farm is located. One program (the designation of the West Granby Historic District referenced in Recital Hd) includes the Protected Property within the scope of that listing and the other one (the designation of 1,800 acres of the McLean Game Refuge as a National Natural Landmark referenced in Recital E) celebrates a preserved area that immediately abuts the Protected Property.
The Parties desire to create a restricted stewardship fund (the “Fund”) for the purpose of providing supplemental support (“Supplemental Support”) for Holcomb Farm’s operation, maintenance and capital expenses, and also other town passive recreational activities. GLT has agreed to provide such a fund, with an initial grant of $500,000. The Fund shall be deposited with and managed by the Town of Granby, which shall have investment authority with respect thereto. The Town shall hold such sum as an undivided fund and shall pay to or expend from the Fund such Supplemental Support provided however that no distributions shall be made that decrease the principal balance of the Fund to less than $400,000. The Town shall accumulate and add to the principal of the Fund any of the annual net income not so expended. Notwithstanding the foregoing, the Town of Granby may expend any excess of principal over a year-end balance of $1,000,000 for other town designated passive recreational purposes not on Holcomb Farm, without the consent of GLT, provided that an equal distribution or expenditure has simultaneously been provided for the benefit of Holcomb Farm’s operation and capital expenses. If the Town of Granby shall no longer own the Excluded Land or use it for Agricultural Uses (as defined below), it shall be entitled to retain the entire principal balance of the Fund and to expend the same without restriction. The charitable donation by GLT donors of monies for the Fund constitutes part consideration for (i) this Easement on the Protected Property and (ii) a separately documented right of first refusal on a 1.46-acre, more or less parcel, on the easterly side of Simsbury Road, said parcel being a portion of the Excluded Land.

NOW, THEREFORE, the Town of Granby, in recognition and consideration of (i) the mutual covenants, terms, conditions and restrictions herein contained, (ii) the substantial past and anticipated future financial and other contributions by the State of Connecticut, the Hartford Foundation for Public Giving and other individual and institutional donors to support the operations and capital needs of Holcomb Farm and (iii) GLT’s funding of the Holcomb Farm Stewardship Fund, and as an absolute and unconditional grant, does hereby give, grant and convey to GLT this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. PURPOSE. It is the purpose (“Purpose”) of this Easement:

A. to assure that the Protected Property will be retained forever predominantly in its natural, scenic, agricultural, forested, and open space condition as a public amenity;

B. to protect any rare plants, animals, or plant communities on the Protected Property and to protect the ecological qualities of the Protected Property; and

C. to prevent any use of the Protected Property that will significantly impair or interfere with its open space character and its existing and future agricultural, recreational and educational uses.

The Town of Granby intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Purpose of this Easement. Any permitted uses reserved to the Town of Granby must be carried out in a manner that is consistent with the Purpose of this Easement.
2. DEFINITIONS. The following definitions apply throughout this Easement. Many other terms are defined within the individual paragraphs of this Easement. Defined terms are indicated as such in the body of this Easement by capitalization.

2.1 “Agricultural Uses” means the following activities, provided that any activity requiring Structures is subject to limitations imposed in Paragraphs 3 and 4.

(a) The cultivation of the soil. Cultivation of the soil includes the creation, restoration, and/or maintenance of fields, grasslands, pasture, coverts, or meadows for commercial and/or non-commercial farm, nursery, agricultural or Wildlife Management purposes, including by way of example and not limitation: clearing forest trees and other growth for the purposes set forth above; clearing and preparing land for agricultural, pasture, garden, or open meadow use; planting, seeding, and re-seeding agricultural crops, but not species with known invasive characteristics; trimming and cutting brush and trees in order to maintain clear borders around or paths within such areas; applying herbicides, pesticides, fungicides, and fertilizers for bona-fide agricultural purposes; irrigation, and farm pond impoundment; composting and soil enhancement; and other similar uses upon written approval of the GLT, in GLT’s sole discretion; and

(b) Production of Agricultural Commodities. The cultivation, raising, production, harvesting, or sale of any agricultural or horticultural commodity grown on the Protected Property, including, but not limited to: field crops and biofuels; fruits, nuts, tree products and non-timber forest products; vegetables; horticultural specialties, including seeds, nursery stock, Christmas trees, compost, and flowers; livestock and livestock products, including cows, horses, swine, poultry, bees, fur bearing animals and wildlife; the private or commercial stabling, breeding, training, riding, pasturing and care of horses and other livestock and other animals; and other similar commodities upon written request to the GLT, in GLT’s sole discretion.

(c) Associated Uses. Agricultural Activities shall also include the following associated uses which are customary, supportive and agriculturally compatible uses in Connecticut:

1. The lawful onsite disposal of animals and agricultural products raised or housed on the Protected Property and the storage and treatment of biodegradable organic waste from permitted activities;
2. Agritourism Activities such as corn mazes, hay rides, farm concerts, birthday parties and weddings on the Protected Property which do not significantly impact the Purpose of the Easement, upon written request to the GLT, in GLT’s sole discretion; and
3. Other similar uses upon written approval of the GLT, in GLT’s sole discretion.

2.2 “Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a
present or potential hazard to human health or the environment.

2.3 “Structure” means anything constructed or erected, the use of which requires permanent location on, above or under the ground, or attachment to something having a permanent location on, above or under the ground. This includes, but is not limited to, dwellings and buildings, but does not include temporary tents or awnings.

3. LIMITATIONS AND PROHIBITED USES ON THE PROTECTED PROPERTY. In order to carry out the Purpose, and subject to the Retained Rights set forth in Paragraph 4 below and the provisions set forth elsewhere in this Easement, the following acts or uses are expressly prohibited on or in connection with the Protected Property, but such restrictions, limitations and prohibited uses shall not apply to the Excluded Land:

3.1 **Subdivision.** The Protected Property shall together constitute one entire and undivided parcel of land notwithstanding that said Protected Property may be described as one or more parcels of land on Schedule A hereof or in the tax maps, land records or other accounts of the Town of Granby. The Protected Property shall be granted, sold, exchanged, gifted, conveyed or transferred as a unit in order to prevent land and management fragmentation, whether or not said Protected Property is described herein or has been described in any prior deed as more than one piece or parcel of land. The Protected Property may not be divided, partitioned, or subdivided, nor conveyed, except in its current configuration as an entity; provided, however, that with prior approval from GLT, the Town of Granby may convey any portion of the Protected Property to any organization or government entity that would qualify as an eligible assignee in accordance with this Easement. Notwithstanding the foregoing, all or a portion of the Protected Property may be leased by the Town of Granby to Holcomb Farm, Inc. d/b/a the Friends of Holcomb Farm (the “Friends of Holcomb Farm”) or to another person or entity, provided always that each such lease shall be subject to the terms and conditions of this Easement.

3.2 **Use for Development.** The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density or lot coverage, setbacks and frontage requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by the Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development.

3.3 **Prohibited Structures and Other Improvements.** Except as permitted by Paragraphs 4.2 and 4.7, there shall be no construction or placing of any building, foundation, platform, septic system (other than one serving only an agricultural structure permitted by Paragraph 4.7), tennis or other recreational court, golf course, landing strip, mobile home, swimming pool, billboard or other advertising display, windmill, solar panel (other than modestly sized solar panels powering individual items of educational signage, an agricultural structure or well permitted by Paragraph 4.7 or agricultural
equipment, all of which are permitted) or any other temporary or permanent Structure or facility on, under or above the Protected Property. Notwithstanding the foregoing, the Town of Granby may locate a parking area on the Protected Property, but only if GLT agrees in writing that such location is consistent with the Purpose of this Easement.

3.4 **Changes in Topography and Mining.** Except in connection with permitted agricultural, recreational, educational, forestry or other uses of the land, there shall be no ditching, draining, diking, filling, excavating, dredging, surface or subsurface mining or drilling, removal of topsoil, sand, gravel, rock, stone walls, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

3.5 **Trash.** There shall be no storage, placing, filling or dumping of ashes, trash, vehicles or vehicle parts, debris, junk, garbage, or other unsightly or offensive material, Hazardous Materials, or toxic waste, nor any placement of underground storage tanks, in, on or under the Protected Property. The preceding restriction shall not apply to the aboveground presence, use or storage on the Protected Property of small quantities of the aforementioned substances that are generally recognized to be appropriate to permitted agricultural, recreational, educational, forestry or other uses of the land.

3.6 **Pollution and Alteration of Water Resources.** There shall be no polluting activities and, except in connection with permitted agricultural, recreational, educational, forestry or other uses of the land permitted under paragraph 4, there shall be no alteration, depletion nor extraction of surface water, natural water courses, lakes, ponds, marshes, wetlands, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity or quality, or which could alter natural water level and/or flow in or over the Protected Property.

3.7 **Recreational Vehicles.** Except as permitted by paragraphs 4.1 and 4.6, there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft (other than drone use by GLT or the Town of Granby or its authorized permittees), helicopters, motorized boats or any other types of motorized recreational vehicles.

3.8 **Other use.** Any other use of the Protected Property which would be inconsistent with the Purpose of this Easement, unless such use or activity is deemed necessary by the Town of Granby and GLT for the protection of the Protected Property’s natural, scenic, agricultural, forested, and open space condition, in which case such use or activity shall be subject to the prior written approval of GLT as provided in Paragraph 7.

4. **THE TOWN OF GRANBY’S RETAINED RIGHTS AND PERMITTED USES.** The Parties contemplate that this Easement will (i) allow and encourage ongoing activities on the Protected Property that will protect the public’s access to the Holcomb Farm and, through the Protected Property, to the nearby preserves owned by other organizations, (ii) enhance the Holcomb Farm’s recreational and educational appeal, (iii) assure the protection of the Protected Property’s fragile ecosystems, (iv) enhance the commercial and community appeal of the Excluded Land and buildings and (v) address the concerns of potential funders and
other supporters of the Holcomb Farm that the Protected Property should be permanently protected. This Easement has been structured to further all of those goals and, as more particularly described below, to allow the Town of Granby reasonable flexibility in how it manages the Holcomb Farm. Accordingly, the Town of Granby retains the right, but assumes no obligation, to undertake or continue any activity or use of the Protected Property not prohibited by this Easement and not inconsistent with the Purpose of the Easement.

Notwithstanding the Limitations and Prohibited Uses of Paragraph 3, the following activities and uses are hereby acknowledged by the Parties to be consistent with the Purpose of this Easement and are expressly permitted to be carried out on the Protected Property by the Town of Granby in a manner that does not impair the values protected by this Easement. In the event of any conflict between Paragraph 3 and Paragraph 4, this Paragraph 4 shall prevail. The Town of Granby agrees to notify GLT before exercising any right that may have an adverse impact on the natural, scenic, agricultural, forested, and open space condition of the Protected Property.

4.1 Handicapped and Limited Mobility Access. Facilitating community access to the Protected Property is one of the core values this Easement is intended to preserve. Accordingly, the Town of Granby retains the right (i) to allow electric wheelchairs and other power driven mobility devices on the Protected Property in places where doing so is consistent with the Purpose of this Easement, (ii) to pave the access path from the Holcomb Farm’s North Barn to the top of the hill on the other side of Simsbury Road, (iii) to allow electric “golf cart” and similar vehicles in places where doing so is consistent with the Purpose of this Easement and (iv) otherwise to facilitate public access to the Protected Property.

4.2 Outdoor Activities. The Town of Granby retains the right to engage in and permit outdoor recreational, educational and celebratory activities (“Outdoor Activities”) that do not (i) require the construction of Structures or other facilities or improvements described in Paragraph 3.3, (ii) involve the recreational use of motorized vehicles, provided, however, that the Parties, jointly, may permit the use of electric motor-assisted “e-bikes” conforming to requirements they may impose on such paths or trails they may designate as being appropriate for such use, (iii) have a significant impact on soils or cause siltation and erosion of the Protected Property or (iv) interfere with the Purpose of this Easement. Such outdoor activities include, but are not limited to, “outdoor classrooms,” activities that commence in the Excluded Land and continue on the Protected Property, camping, walking, hiking, running, fishing, hunting, cross country skiing, wildlife observation, photography, ecological education, snowshoeing, horseback and/or bicycle riding, and similar uses. All permitted Outdoor Activities shall be limited in extent and location so as not to have a significant impact on soils or cause siltation and erosion of the Protected Property or significantly impair the Purpose of this Easement.

4.3 Signs. The Town of Granby retains the right to place directional, informational or educational signs, kiosks and the like describing the Holcomb Farm, welcoming visitors and specifying prohibited uses and educational or other information useful or intended to be interesting to visitors.

4.4 Habitat Enhancement. The Town of Granby retains the rights (i) to improve wildlife habitat through the creation and placement of improvements, including but
not limited to ponds, wetland areas, bird houses, brush piles, sunning logs and planting of specific habitat vegetation, (ii) to temporarily erect fences to exclude deer and other animals for the purpose of protecting habitat and crops from browse, and (iii) to conduct other habitat enhancement activities with the written approval of GLT.

4.5 Invasive Species Removal and Herbicide and Pesticide Use.

(a) The Town of Granby retains the right to remove, destroy, cut or control invasive species or species which are a threat to the health of humans, animals, crops, or native species of flora and fauna. The Town of Granby retains the right to use herbicides and pesticides for such purposes, including the use of such substances to treat non-native insects, fungi, parasites, invasive species and other organisms that attack crops and native species of flora and fauna or threaten the natural ecological communities on or adjacent to the Protected Property.

(b) Any such use of herbicides and pesticides shall be conducted in a manner reasonably designed to control the identified threat with the least possible damage to non-target species for example, by use of the narrowest spectrum, least persistent, material appropriate for the target species. All herbicides and pesticides shall be used in a directed-spray manner specifically targeting pests or undesired plants to minimize contact with non-target plants and animals unless applied by a licensed applicator (i) with the prior approval of GLT or (ii) in accordance with a written forest and/or wildlife management plan, which plan must be approved in writing by GLT. Notwithstanding the foregoing, herbicides may be applied on the cut stems of individual plants.

4.6 Necessary Vehicles. As reasonably necessary in connection with permitted uses, management, and protection of the Protected Property, the Town of Granby retains the right (i) to bring on the Protected Property and operate automobiles, light trucks, off-road vehicles (but not motorcycles), farm equipment, forestry equipment, emergency and rescue vehicles, maintenance equipment, and other vehicles and equipment and (ii) to construct and maintain access roads and trails to accommodate such vehicles.

4.7 Agricultural Uses. Agricultural Uses, including the construction and maintenance of agricultural Structures approved by GLT, are permitted, provided that they are conducted (or, in the case of such Structures, located, constructed and maintained) in a manner that is consistent with the Purpose of this Easement. In particular, the Town of Granby may (i) designate certain areas as being reserved for agricultural use, (ii) regulate or prohibit otherwise permitted uses in those areas, (iii) till and manage such designated areas, (iv) dig a well or wells to provide irrigation for the various uses that are permitted on the Protected Property, (v) install electric utility lines on and under portions of the Protected Property to service such well or wells and (vi) otherwise engage in such agricultural and related activities as are consistent with the Purpose of this Easement.
4.8 Continuation of Existing Uses and Authorization of New Ones. As is shown on the map entitled Holcomb Farm Protected Property and Excluded Land attached hereto as Schedule C, the Protected Property consists of the eastern and western flanks of the Holcomb Farm complex. The Excluded Land includes the historic home, farm buildings, the North Barn, certain agricultural fields and other barns. Holcomb Farm, Inc. d/b/a The Friends of Holcomb Farm, acting with the permission of the Town of Granby, has regularly mowed portions of the Protected Property to enhance habitat and views, worked to remove or control invasive species, planned and begun the installation of a "Tree Trail" arboretum, labeled new and existing trees, installed comfortable benches, maintained walking and hiking trails, installed informational, directional and kiosk signs and engaged in other activities that are intended to enhance the recreational and educational appeal of the Holcomb Farm. All of those activities, whether or not they are specifically described in this Easement are permitted but not required to continue. Other uses consistent with the Purpose of this Easement may be permitted to occur on the Protected Property if they are agreed to by both the Town of Granby and GLT, each of which may approve or refuse to approve any new use in its sole and unlimited discretion.

5. GLT'S RIGHTS OF ENTRY. To accomplish the Purpose of this Easement, GLT has the right to enter the Protected Property at all reasonable times and in a reasonable manner, including the use of drone aircraft, for the purposes of monitoring and assuring compliance with this Easement.

6. PUBLIC ACCESS. The public shall have access to the Protected Property, subject to such rules consistent with the Purpose of this Easement as the Town of Granby may reasonably impose.

7. NOTICE AND APPROVAL.

7.1 Notice. Whenever notice to or approval by GLT is required under the provisions of this Easement, or whenever the Town of Granby intends to undertaking any activity or to exercise any right that may have a material adverse effect on the Purpose of this Easement, the Town of Granby shall notify GLT in writing not less than ninety (90) days prior to the date the Town of Granby intends to undertake the activity in question or exercise such right. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit GLT to make an informed judgment as to its effect on and consistency with the Purpose of this Easement.

7.2 Approval. Where GLT's approval is required by the terms of this Easement, GLT (i) may comment upon the proposed activities, require changes or other actions reasonably necessary consistent with the Purpose of this Easement, and (ii) shall provide its written approval or disapproval of such activity within 90 days after its receipt of the Town of Granby's request for such approval. Such approval shall be granted or denied in the sole and unlimited discretion of GLT.

7.3 Approval in Changed or Unforeseen Circumstances.
No use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purpose of this Easement. The Town of Granby and GLT acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Easement or the Protected Property. GLT therefore, in its sole and absolute discretion, may determine whether the following are consistent with the Purpose of this Easement: (a) proposed uses or proposed improvements not contemplated or addressed by this Easement or (b) alteration in existing uses.

Recognizing that technologies, climate and the ecological state of the region, and scientific knowledge will change over time, the Town of Granby and GLT agree that GLT may grant approval for activities otherwise restricted or prohibited, or for which no provision is made in this Easement, as provided in this Paragraph.

A. GLT’s approval of activities otherwise restricted or prohibited, or for which no provision is made in this Easement, may be given in limited circumstances if GLT determines, in its sole and absolute discretion, that such approval would (i) be consistent with the Purpose of this Easement; (ii) result in no negative net ecological impact on the Protected Property. The circumstances that would justify such approval include:

(i) disease, pests, fire, storm or natural disaster;
(ii) changes in scientific knowledge, technology, or best agricultural practices;
(iii) the existence of threatened or endangered species or significant natural communities on or abutting the Protected Property;
(iv) changes in climate affecting the ecological condition of the surrounding area or ecological system; or
(v) other unforeseen circumstances that would threaten or have an adverse impact on the Purpose of this Easement.

B. Notwithstanding the foregoing, GLT and the Town of Granby have no right or power to agree to any activities under this Paragraph that would:

(i) adversely affect the perpetual duration of this Easement or Purpose of this Easement;
(ii) result in the termination of this Easement over all or a portion of the Protected Property; or
(iii) impair the qualification of this Easement or the status of GLT under any applicable laws, including C.G.S. § 47-42a through 47–42e, and Sections 170(h) and 501(c)(3) of the Internal Revenue Code.

C. All requests for approval shall be in writing and shall describe the proposed activity in sufficient detail to allow GLT to judge the consistency of the proposed activities with the Purpose of this Easement. GLT shall not be liable for any refusal to grant approval under this Paragraph.

8. COSTS AND LIABILITIES.
8.1 **In General.** The Town of Granby retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property.

8.2 **Indemnification by the Town of Granby.** The Town of Granby acknowledges that GLT has neither possessory rights in the Protected Property, nor any right to control, maintain, or keep up the Protected Property. The Town of Granby agrees to release, hold harmless, indemnify and defend GLT from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which GLT may suffer or incur as a result of or arising out of the condition of the Protected Property or the intentional or grossly negligent acts or omissions or acts of misconduct of the Town of Granby, the Town of Granby’s invitees, licensees and lessees on the Protected Property, other than those caused by the intentional or grossly negligent acts or omissions or acts of misconduct of GLT.

8.3 **Indemnification by GLT.** GLT agrees to release, hold harmless, defend and indemnify the Town of Granby from and against any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expense and fees which the Town of Granby may suffer or incur as a result of or arising out of the activities of GLT, its invitees, licensees or agents on the Protected Property, other than those caused by the intentional or grossly negligent acts or omissions or acts of misconduct of the Town of Granby.

8.4 **Acts Beyond the Town of Granby’s Control.** Nothing contained in this Easement shall be construed to entitle GLT to bring any action against the Town of Granby for any injury to or change in the Protected Property resulting from causes beyond the Town of Granby’s control, including without limitation, fire, flood, storm, earth movement, natural disease, unauthorized wrongful acts of third persons, or from any prudent action taken by the Town of Granby under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes; and nothing in this Easement shall require the Town of Granby to take any action to restore the condition of the Protected Property after any act or event over which the Town of Granby has no control. Notwithstanding the foregoing, nothing contained herein shall limit or preclude the Town of Granby’s and GLT’s rights to pursue any third party for damages to the Protected Property from vandalism, trespass, or any other violation of the terms of this Easement. In the event of violations of this Easement caused by unauthorized wrongful acts of third persons, at GLT’s option, the Town of Granby agrees to assign its right of action to GLT, to join in any suit, and/or to appoint GLT its attorney-in-fact for the purposes of pursuing enforcement action.

9. **GLT’s Remedies.**

9.1 **Enforcement.** GLT has the right generally to (i) prevent any activity on or use of the Protected Property by the Town of Granby or third persons (whether or not claiming by, through or under the Town of Granby) that is prohibited by this Easement; (ii) require the Town of Granby or third persons to restore such areas or features of the Protected Property that may be damaged by any prohibited activity; and (iii) enforce this Easement in the case of violation of its terms by the Town of Granby or by third persons (whether or not claiming by, through or under the Town of Granby) by appropriate legal
proceedings.

Specifically, if GLT becomes aware of a violation of the terms of this Easement, GLT shall give notice to the Town of Granby, and request corrective action sufficient to abate such violations and restore the Protected Property to its previous condition prior to the violation. Failure by the Town of Granby to discontinue or take such other corrective action as may be requested by GLT within sixty (60) days after receipt of such notice shall entitle GLT to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement; to require the restoration for the Protected Property to its condition substantially similar to that which existed prior to the violation; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages when recovered may be applied by GLT, in its sole and unlimited discretion, to corrective action on the Protected Property. The Parties to this Easement specifically acknowledge that events and circumstances of noncompliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle GLT to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to GLT at law, in equity or through administrative proceedings.

9.2 Emergency Enforcement. If GLT, in its sole and unlimited discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Preserved Property, GLT shall give such notice to the Town of Granby as is reasonable under the circumstances and, if the Town of Granby fails to respond to such notice in the time indicated such that it will adequately prevent or mitigate such damage, GLT may pursue its legal and equitable remedies without waiting for the sixty (60) day cure period to expire.

9.3 Forbearance Not a Waiver. Any forbearance, failure or delay by GLT to exercise its rights hereunder in the event of any breach of any term set forth herein by the Town of Granby shall not be deemed or construed to be a waiver by GLT of such term or of any subsequent breach of the same or any other term of this Easement or of any of GLT’s rights. No delay or omission by GLT in the exercise of any right or remedy upon any breach by the Town of Granby shall impair such right or remedy or be construed as a waiver, laches or estoppel of its rights to do so later.

10. COSTS. The Town of Granby acknowledges that GLT has accepted this Easement in reliance on its entitlement to costs as set forth hereafter. By accepting a deed to the Protected Property, any successor the Town of Granby agrees to be bound by the terms and conditions of this Easement, including the obligations of this Paragraph. Recognizing that GLT is a charitable organization with limited resources that has a duty to protect the Protected Property and property rights it holds in the public interest, the Town of Granby agrees to reimburse GLT for all reasonable costs actually incurred by GLT in enforcing or defending this Easement or in taking reasonable measures to remedy or abate any violation hereof by the Town of Granby, the Town of Granby’s agents, employees, lessees, guests or others for whose action the Town of Granby is responsible, including without limitation,
costs and expenses of investigation, dispute management, negotiation, mediation and, if applicable, arbitration costs, settlement or suit and reasonable attorneys', expert's and consultant's fees, staff time, and any fees and costs of restoration, remediation or other damage correction necessitated by any such action, and including the drafting of any related new conservation protection or enhancement documents, and other payments as may be ordered by such court or arbitrator provided that the same shall have been incurred subsequent to the applicable notice and cure periods set forth in Paragraphs 9.1 and 9.2 hereof and the Town shall have failed to correct such condition or cure such default. In the event of a legal action or proceeding to enforce the provisions of this Easement, each party shall bear its own costs and expenses other than as may be ordered by such court or arbitrator.

11. TITLE. The Town of Granby covenants and represents that the Town of Granby is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey this Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, other than as may be disclosed by a title search, and that GLT shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

12. THE TOWN OF GRANBY'S ENVIRONMENTAL WARRANTY AND HOLD HARMLESS. The Town of Granby warrants that the Town of Granby has no actual knowledge of any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any environmental laws relating to the operations or conditions of the Protected Property. The Town of Granby further warrants that the Town of Granby has no actual knowledge of a release or threatened release on, at, beneath or from the Protected Property of Hazardous Materials.

The Town of Granby hereby promises to hold harmless and indemnify GLT from and against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property by the Town of Granby, or arising from or connected with a violation of any environmental laws by the Town of Granby other than any such release or threatened release that may be due to the actions or omissions of GLT, its agents, employees or assigns.

13. DURATION; PARTIES SUBJECT TO EASEMENT. The covenants agreed to and the terms, conditions, and restrictions imposed by this Easement shall not only be binding upon the Parties but also their lessees, agents, personal representatives, successors and assigns, and all other successors to the Town of Granby and GLT in interest and shall continue as a servitude running in perpetuity with the Protected Property.

14. SUBSEQUENT TRANSFERS. The Town of Granby agrees that the terms, conditions, restrictions and Purpose of this Easement or reference thereto will be inserted by the Town of Granby in any subsequent deed or other legal instrument by which the Town of Granby divests either the fee simple title or possessory interest in the Protected Property; and The Town of Granby further agrees to notify GLT of any
pending transfer at least thirty (30) days prior to the said transfer. By acceptance of any deed or other conveyance of the Protected Property, any successor to the Town of Granby accepts and agrees to comply with the covenants and obligations set forth in this Easement. The Parties recognize that GLT has accepted this Easement in reliance on every successor to the Town of Granby’s acceptance of such obligations and liabilities.

15. ASSIGNMENT. The parties hereto recognize and agree that the benefits of this Easement are in gross and assignable. GLT hereby covenants and agrees that, in the event it transfers or assigns this Easement, (i) it shall first secure the prior written approval of the Town of Granby, which approval shall not be unreasonably withheld, and (ii) the organization receiving the interest shall be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code (or any successor section) and the regulations promulgated thereunder, which is organized and operates primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. GLT further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to conduct in perpetuity the conservation purposes which this Easement was originally intended to advance. Any attempted assignment by GLT of the benefits of this Easement contrary to the terms hereof shall be invalid, void, and of no effect. Any assignee of GLT’s interest hereunder shall also agree to be responsible for performing any obligations of GLT with respect to the Holcomb Farm Stewardship Fund.

16. LIMITATION ON AMENDMENTS. This Easement will protect the Protected Property in perpetuity. There may come a time when unusual and unforeseen circumstances arise which in the judgment of the Town of Granby and GLT merit consideration of amendment of this Easement, and GLT determines, in its sole and absolute discretion, that such amendment is appropriate to protect or enhance fulfillment of the Purpose of this Easement in perpetuity, to correct an error or clarify an ambiguity, to add new land area to the protection of the Easement, to remove or modify a right retained by the Town of Granby, to upgrade standard language and format to reflect statutory or regulatory changes, or to improve enforcement and improve administration of this Easement.

Such amendment must meet ALL of the following criteria, as determined by GLT in its sole and absolute discretion:

(a) clearly serve the public interest and be consistent with GLT’s mission,
(b) comply with all applicable federal, state and local laws,
(c) not jeopardize GLT’s tax-exempt status or status as a charitable organization under federal or state law,
(d) not result in private inurement or confer an impermissible private benefit,
(e) be consistent with the Purpose of this Easement,
(f) have a net beneficial or neutral effect on the relevant conservation values protected by this Easement,
(g) not negatively affect the enforceability of this Easement, and
(h) be consistent with any amendment policy of GLT.
The Parties may not amend this Easement in any way that could adversely affect the perpetual duration of this Easement with respect to all or any portion of the Protected Property.

Any amendment of this Easement in accordance with this Paragraph shall be executed by GLT or by GLT’s successor in title to the benefits of this Easement and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies and be recorded in the official land records of the town where the Protected Property is located. GLT shall not be liable for any failure to grant approval under this Paragraph.

17. GENERAL AND MISCELLANEOUS PROVISIONS.

17.1 Interpretation of this Easement. The interpretation and performance of this Easement shall be governed by the laws of the State of Connecticut. Nothing contained herein will result in a forfeiture or reversion of the Town of Granby’s title in any respect. Reference to any Paragraph herein shall be construed to include all subparagraphs and subsections under the referenced Paragraph. Whenever the context so requires or admits, words in the singular number shall include the plural, and vice-versa, and any word in a given gender shall include either or both genders.

17.2 Liberal Construction. The Parties agree that any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Conservation Purpose of this Easement and the policy and purpose of Sections 47-42a through 47-42e of the Connecticut General Statutes, as amended. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid and perpetually enforceable shall be favored over any interpretation that would render it invalid.

17.3 Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

17.4 Entire Agreement. This Easement, the schedules attached hereto, the maps referenced above and the other materials specifically referenced herein set forth the entire agreement of the Parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.

17.5 Re-recording. GLT is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. The Town of Granby agrees to execute any such instruments upon request.
17.6 **Governmental Approvals.** The conveyance of this Easement by the Town of Granby to GLT shall not relieve the Town of Granby of the obligation and responsibility to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise the Town of Granby’s retained rights and uses of the Protected Property even if consistent with the Purpose of this Easement.

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

17.8 **Counterparts.** The Parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

17.9 **Notices.** Any notices required in this Easement shall be sent by registered or certified mail return receipt requested, or sent by receipted delivery service or acknowledged facsimile transmission, or delivered by an official authorized to make service of process in the recipient’s jurisdiction, to the following address or such address as may be hereafter specified by notice in writing:

**Town of Granby, Connecticut:**
Town of Granby
Attention: First Selectman and Town Manager
15 North Granby Road
Granby, CT 06035

**GLT:**
Granby Land Trust, Inc.
Attention: President
P.O. Box 23
Granby, CT 06035

18. **ECONOMIC HARDSHIP.** In making this grant, the Town of Granby has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Parties that any such changes shall not be deemed to be a circumstance justifying the amendment, termination or extinguishment of this Easement. In addition, the inability of the Town of Granby, or the Town of Granby’s successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

19. **RECATALS AND EXHIBITS INCORPORATED HEREIN.** Schedules A, B, C, D, E, and F and all of the Recitals in this Easement are agreed by the Parties to be
accurate and shall constitute integral terms and conditions of this Easement. They and any other documents referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

20. ACCEPTANCE AND ACKNOWLEDGMENT OF EASEMENT. As attested by the signature of its authorized officer affixed hereto, GLT hereby accepts the interest in real property and the rights and responsibilities conveyed by this Easement, in accordance with the provisions of section 47-6b of the Connecticut General Statutes.

TO HAVE AND TO HOLD this Easement unto the said GLT forever.

IN WITNESS WHEREOF, the Town of Granby and GLT, intending to be legally bound hereby, have hereunto set their hands as of the date first above written.

Witnesses:

Printed Name:

Town of Granby, Connecticut

By:
Mark H. Fiorentino
First Selectman

Printed Name:
STATE OF CONNECTICUT  )  
) ss. Town of Granby 
COUNTY OF HARTFORD )

On this the ___ day of ________, 2022, before me personally appeared
Mark H. Fiorentino, First Selectman of the Town of Granby, to me personally
known, who, being by me duly sworn, did depose and say that he is the First
Selectman of the Town of Granby, and acknowledged said instrument to be the free
act and deed of the Town of Granby.

In Witness Whereof, I hereunto set my hand and official seal.

Commissioner of Superior Court/
Notary Public
My commission expires:

ACCEPTED:

Witnesses:

Granby Land Trust, Inc.

By: ________________________________
    Richard J. Orluk, Jr.
    President

Printed Name:

Printed Name:

STATE OF CONNECTICUT  )  
) ss. Town of Granby 
COUNTY OF HARTFORD )

On this the ___ day of ________, 2022, before me personally appeared
Richard J. Orluk, Jr., President of Granby Land Trust, Inc., to me personally known,
who, being by me duly sworn, did say that he is the President of Granby Land Trust, Inc.,
the Connecticut nonstock corporation named in the foregoing instrument, and
acknowledged said instrument to be the free act and deed of Granby Land Trust, Inc.

In Witness Whereof, I hereunto set my hand and official seal.

Commissioner of Superior Court/
Notary Public
My commission expires:
SCHEDULES

Schedule A (Protected Property)

Schedule B (Excluded Land)

Schedule C (Holcomb Farm Protected Property and Excluded Land)

Schedule D (Holcomb Farm and Nearby Protected Areas)

Schedule E (Holcomb Farm’s Ground-Nesting and Migratory Birds)

Schedule F (West Granby Historic District Maps and Formal National Park Service Designation)
Schedule D - Nearby Protected Areas

Holcomb Farm

Data Source:
2019 Orthoimagery, USDA, Hydrology, Roads, Soils, Natural Resources, - CT ECO Program
Parcels - Town of Granby

Disclaimer:
This map is for illustration purposes only. The participating local municipalities and mapping contractors assume no legal responsibilities for the information contained herein.
Schedule E (Holcomb Farm’s Ground-Nesting and Migratory Birds)

Birds Seen at Holcomb Farm
Compiled by John Weeks

☐ Canada Goose
☐ Wood Duck
☐ Mallard
☐ Common Merganser
☐ Wild Turkey
☐ Double-crested Cormorant
☐ Great Blue Heron
☐ Green Heron
☐ Black Vulture
☐ Turkey Vulture
☐ Osprey
☐ Bald Eagle
☐ Northern Harrier (M)
☐ Sharp-shinned Hawk (M)
☐ Cooper’s Hawk
☐ Red-shouldered Hawk
☐ Broad-winged Hawk
☐ Red-tailed Hawk
☐ Killdeer
☐ Solitary Sandpiper (M)
☐ American Woodcock
☐ Rock Pigeon
☐ Mourning Dove
☐ Yellow-billed Cuckoo (U)
☐ Black-billed Cuckoo (U)
☐ Great Horned Owl
☐ Barred Owl
☐ Common Nighthawk (M)
☐ Chimney Swift
☐ Ruby-throated Hummingbird
☐ Belted Kingfisher
☐ Red-bellied Woodpecker
☐ Yellow-bellied Sapsucker
☐ Downy Woodpecker
☐ Hairy Woodpecker
Northern Flicker
Pileated Woodpecker
American Kestrel
Olive-sided Flycatcher (M, U)
Eastern Wood-Pewee
Willow Flycatcher
Least Flycatcher (M)
Eastern Phoebe
Great Crested Flycatcher
Eastern Kingbird
Yellow-throated Vireo
Blue-headed Vireo
Warbling Vireo
Red-eyed Vireo
Blue Jay
American Crow
Common Raven
Tree Swallow
Barn Swallow
Black-capped Chickadee
Tufted Titmouse
Red-breasted Nuthatch
White-breasted Nuthatch
Brown Creeper
House Wren
Winter Wren
Carolina Wren
Blue-gray Gnatcatcher
Golden-crowned Kinglet (W)
Ruby-crowned Kinglet (M)
Eastern Bluebird
Veery
Swainson’s Thrush (M)
Hermit Thrush
Wood Thrush
American Robin
Gray Catbird
Brown Thrasher
Northern Mockingbird
European Starling
- Cedar Waxwing
- Bohemian Waxwing (R)
- Ovenbird
- Worm-eating Warbler
- Louisiana Waterthrush
- Northern Waterthrush (M)
- Blue-winged Warbler
- Black-and-white Warbler
- Tennessee Warbler (M)
- Nashville Warbler (M)
- Mourning Warbler (M)
- Common Yellowthroat
- Hooded Warbler
- American Redstart
- Cape May Warbler (U)
- Northern Parula (M)
- Magnolia Warbler (M)
- Bay-breasted Warbler (M)
- Blackburnian Warbler
- Yellow Warbler
- Chestnut-sided Warbler
- Blackpoll Warbler (M)
- Black-throated Blue Warbler
- Palm Warbler (M)
- Pine Warbler
- Yellow-rumped Warbler
- Prairie Warbler
- Black-throated Green Warbler
- Canada Warbler (M)
- Wilson's Warbler (M)
- Eastern Towhee
- Chipping Sparrow
- Field Sparrow
- Fox Sparrow (M)
- White-throated Sparrow (W)
- White-crowned Sparrow (M)
- Dark-eyed Junco (W)
- Scarlet Tanager
- Northern Cardinal
- Rose-breasted Grosbeak
□ Indigo Bunting
□ Bobolink
□ Red-winged Blackbird
□ Eastern Meadowlark (M)
□ Common Grackle
□ Brown-headed Cowbird
□ Orchard Oriole
□ Baltimore Oriole
□ House Finch
□ Purple Finch (W)
□ American Goldfinch
□ House Sparrow
□ Peregrine Falcon (M, U)

KEY

*Italics* denote species known or likely to nest at Holcomb Farm or close by.

M = migrant; seen passing through in the spring or fall.

U = uncommon species, seen only occasionally.

R = Rare

W = species present during the winter months only.

Notes:

Among ground nesters, **Ruffed Grouse** used to be present and probably nested in the past but hasn’t been seen in recent years. If young forest habitat were restored, the species might eventually return (as it has at Wilhelm Farm).

While two other ground nesters, **Bobolink** and **Eastern Meadowlark**, have undoubtedly (Bobolink) or likely (Meadowlark) nested at HF in the past, these species are in steep decline and are seen there only occasionally. Bobolinks in particular might return if one or two of the fields were managed to be attractive to the species (i.e., kept in grass and mowed only late in the summer or in early fall).
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

THIS LEASE AND USE AGREEMENT (this “Lease”), is made and entered as of __________, 2022 by and between the TOWN OF GRANBY, a municipal corporation having its principal address at 15 North Granby Rd., Granby, CT 06035 (the “Lessor”), and HOLCOMB FARM, INC., a Connecticut not-for-profit corporation with an address at 113 Simsbury Rd., West Granby, CT 06060 (the “Lessee”), together with the Lessor collectively referred to herein as the “Parties.”

WITNESSETH:
That for and in consideration of the compensation and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Leased Premises.

Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the protected and excluded property, consisting of three hundred and ten (310) acres, more or less, depicted Schedule A attached hereto and made a part hereof (the “Land”). However, this lease does not include the buildings and improvements collectively identified at the address 115 Simsbury Rd. West Granby, CT, (the “Campus,” meaning the buildings and grounds comprising Town of Granby Assessor’s account #2-57-115, and Mblu: G-30/66/94// but excluding the acreage not immediately contiguous to the buildings and parking lots: see Schedule B). This lease does include the barn/farm store at 111 Simsbury Rd. (the “CSA Barn”) and any other Improvements currently located on the Land or developed after the date hereof and constructed by Lessee with Lessor’s permission (collectively, the “Friends Improvements”). “Improvements” shall mean: 1) anything constructed or erected, the use of which requires permanent location on, above or under the ground, or attachment to something having a permanent location on, above or under the ground; and 2) the planting or sowing of any crop or plant that has a life expectancy of more than one year. The Land (excluding the Campus as depicted in Schedule B), CSA Barn, and Friends’ Improvements are collectively referred to as the “Leased Premises.”

2. Title and Use.

Lessor warrants to Lessee that Lessor has a good and lawful right to enter into this Leased Premises subject only to the terms and restrictions of the Conservation Easement between the Lessee and the Granby Land Trust, Inc., dated __________ 2022, and made a part of this Lease as Schedule C. The
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

Lessor covenants with the Lessee that the Lessee, upon paying the compensation in the manner specified and performing the covenants and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the duration of this lease, and any extensions, unless the Parties mutually agree to termination. Lessor also represents that the Leased Premises and the Permitted Use (as defined below) are currently permitted under all certificates of occupancy and zoning rules and regulations of the Town of Granby.

3. Use and Occupancy of Leased Premises.
   a. Lessee may use and occupy the Leased Premises: (i) to engage in farming, passive recreation, community engagement and events, and educational and charitable activities; (ii) to engage in the public retail sale of produce grown at the Farm, and other agricultural products; (iii) to engage in the distribution of food to people in need through the Friends of Holcomb Farm’s Fresh Access (“Fresh Access”) program; (iv) to develop and maintain trails for public use; (v) to manage the open space, fields, meadows and woodlands, including development and maintenance of an arboretum; and (vi) such other activities as may be in furtherance of the foregoing uses and/or subsequent uses which may be mutually agreed between the Lessor and Lessee (collectively, the “Permitted Use of Land”). In carrying out the Permitted Use of the Land, and in conformance with the Conservation Easement, where applicable, Lessee agrees that it will maintain or cause the maintenance of environmentally acceptable practices.
   b. Lessor may use and allow the public to use the Farm (but not the CSA Barn, land under active cultivation, or Friends’ Improvements) in any manner consistent with the Conservation Easement, and which does not interfere with Lessee’s use of the Leased Premises. Except for incidental uses done in conjunction with the use of the Campus, Lessor shall provide Lessee reasonable advance notice before conducting or allowing any Programmed Use of the Leased Premises. A Programmed Use is any use which requires the participants to pre-register with or pay a fee to the Lessor.

4. Maintenance and Repair; Construction of Improvements.
   a. Lessee will maintain the Leased Premises in good condition,
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

reasonable wear and tear and casualty damage excepted.

b. Lessor shall have the right to enter and inspect the Leased Premises at any time.

c. Lessor shall have the right to use the two hundred and seventy-seven (277) acres preserved through the Conservation Easement, identified in Schedule D, for Programmed Uses. Lessor shall take care to not disturb the Leased Premises, including any shrubs, trees, vegetation, crops growing thereon, or any farm animals, or interfere with Lessee’s Permitted Use, except to the extent necessary to inspect or perform emergency services. If Lessor’s activities will necessitate any such disturbance or interference which cannot be avoided, Lessor shall notify Lessee in advance of the nature of the anticipated disturbance. Lessor shall remove any debris or refuse, whether natural or manmade, resulting from Lessor’s activities and restore the Farm substantially to the condition existing as of the commencement of Lessor’s activities.

d. Notwithstanding the foregoing, Lessee shall have the right to use the North Barn at the Campus, at no charge, up to two (2) times in any calendar year, subject to (i) availability, (ii) use is prohibited during “peak times” as determined by the Lessor’s Park and Recreation Department, and (iii) all applicable rules shall govern the use of the Campus. Lessee shall also have the right to use the workshop up to twelve (12) times in any calendar year.

e. Lessee’s Obligations and Agreements:

i. Lessee agrees that it will not erect any non-removable improvements on the Land or make any Improvements without advising Lessor in advance, and receiving written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

ii. The Lessee shall be responsible for all aspects of managing and cultivating portions of the Land which are now or may be in the future utilized for agricultural purposes, and the
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

operation of an agricultural operation thereon, including without limitation, those practices outlined in Schedule E, “Farming Conservation Provisions.” Lessor may enter the Leased Premises at any reasonable time, upon prior notice and without interruption of Lessee’s Permitted Use, for inspection and to conduct soil tests, make surveys to ensure compliance with erosion control requirements and environmental regulations, or for any other purpose authorized by law.

iii. The Lessee shall also be responsible for the development and maintenance of the hiking trails, and any other Friends’ Improvements such as the tree trail, arboretum, and other Improvements made as a part of its use of the Land. Lessee agrees to use its best efforts to maintain public trails that total not less than ten (10) miles.

iv. Lessee will provide to Lessor, prior to July 1 of each year, an annual written report documenting its operations and use of the Leased Premises. Such report shall include: 1) financial statements of Lessee for the previous year; 2) documentation detailing Lessee’s operations and uses of the Leased Premises for the previous year; 3) documentation demonstrating Lessee’s compliance with its obligations under the Lease; and 4) such other information as the Lessor may request or Lessee wishes to provide.

5. Compensation.
   a. In consideration of this Lease and Use Agreement, Lessee shall pay annual rent (the “Rent”) of Four Thousand Five Hundred Dollars ($4,500.00) payable annually in one installment, due at the inception of this Lease, and annually thereafter on each anniversary of the date hereof.

   b. Lessee also agrees to provide allocations of Fresh Access food to Town of Granby Social Services and Senior Center, at least consistent with the following amounts, subject to availability based on growing conditions: 15 CSA shares and 2,800 pounds of produce distributed
through the Senior Center.

c. If at any time there is a waiting list for CSA shares, Lessee agrees that shares will first be made available to residents of the Town of Granby.

6. Taxes and Utilities.
   a. Lessor shall pay all property taxes, assessments, sewer use charges, rates and other utility charges, general and special, ordinary and extraordinary, of any kind and nature which may be assessed on the Leased Premises, with the exception of charges described in (b) below and any charges associated with the CSA Barn and Friends’ Improvements. Lessor may charge Lessee for its proportionate share of any such taxes, assessments or charges.

   b. Lessee shall make its own contracts and pay all charges for water, gas, electricity, heat, telephone or other communication services, cleaning services, refuse removal and other utilities used, rented or supplied upon or in connection with the Permitted Use of the CSA Barn and Friends’ Improvements.

   c. Lessee shall be responsible for and shall pay or cause the payment of all taxes and assessments, if any, on its and its sublessee(s)’ business and trade fixtures, machinery, equipment and all personal property.

7. Compliance with Law.
   Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions. The Lessee shall operate the Leased Premises as a tax-exempt entity and shall provide the Lessor with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service.

8. Liens.
   Neither Lessee nor Lessor will suffer or permit any mechanics’, vendors’, laborers’ or materialmen’s statutory or similar liens to be filed against the Lease Premises (“Mechanics’ Liens”), by reason of work, labor, services or materials supplied or claimed to have been supplied
to anyone holding any interest in the Leased Premises. If any Mechanics’ Lien shall be filed, the Party who engaged the lienor shall, within thirty (30) days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided that such party shall have the right to contest, with due diligence, the validity or amount of any such claimed lien.

9. Amendment and Termination.
   a. The term of this Lease shall be 15 years (“Term”). Upon expiration of the Term, the Lessor agrees that this lease may be renewed, at Lessee’s option, subject to mutually agreeable renewal terms. Lessee shall provide Lessor written notice of its intent to renew at least six months prior to expiration of the Term.
   b. During the term of this Lease, amendments may be made, in writing, subject to mutual agreement of the parties.
   c. In the event of any default under this Lease, Lessor may provide Lessee with a notice of default and an opportunity to correct such default. If Lessee fails to correct the default, other than a failure to pay rent or additional rent, Lessor may terminate this Lease by giving a 60 day written notice. If the default is Lessee’s failure to timely pay rent or additional rent as specified in this Lease, Lessor may terminate this Lease by giving a 30 day written notice to Lessee. After termination of this Agreement, Lessee remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Lease. If Lessee does not perform any of its obligations under this Lease, Lessee will pay Lessor the amount that Lessor has spent in performing Lessee’s obligations, in addition to the Rent. Lessee also will pay Lessor interest on any amount Lessee owes Lessor which is past due. The interest will be at the rate of twelve percent (12%) per year. In the event that Lessor should require the services of an attorney, file a suit or resort to other procedures in order to compel the Lessee’s compliance with the Lessee’s obligations, the terms of this Lease or other applicable laws, rules or codes, the Lessee agrees to reimburse all expenses incurred by the Lessor in doing the same.
   d. The parties may, by mutual agreement, terminate this Lease and Use Agreement. Should such termination be agreed to, Lessee shall, within ninety (90) days and if so requested by the Lessor, remove or
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

cause the removal of any Friends Improvements placed by it on the Leased Premises, which the Lessor has requested be removed, its business and trade fixtures, machinery, equipment, furniture, furnishings, and all personal property (collectively, “Lessee’s Property”) and restore the Leased Premises to its original condition, reasonable wear and tear, permanent plantings, hiking trails and casualty damage excepted. Except as otherwise provided herein, Lessee’s Property, whether or not attached to the Leased Premises, which are installed by or for the account of Lessee and can be removed without permanent damage to the Leased Premises, shall be and shall remain Lessee’s property and may be removed by Lessee prior to the termination of this agreement whether or not said items are considered fixtures and attachments to real property under applicable laws; provided, however that if any of Lessee’s Property is removed, Lessee shall repair, cause to be repaired, or pay the cost of repairing any damage to the Leased Premises resulting from such removal.

10. Insurance and Indemnification.
   a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

   b. Lessor and Lessee each agree that at its own cost and expense, each will maintain liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage or destruction to property in any one occurrence. Lessor and Lessee each agree that it will include the other Party as an additional insured.
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

c. In addition, Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the CSA Barn at full replacement cost, as the same shall exist from time to time, without a coinsurance feature. Lessor’s policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the CSA Barn required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.

d. Tenant agrees that it shall procure insurance on its own personal property which may be located on the Land.

e. Subject to subsection f. below, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the gross negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

f. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental, punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

g. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Lease no later than commencement of the Lease and each subsequent year, or whenever a Party’s insurance
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN
THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

coverage changes, including a change of carrier or agent. Proof of
insurance shall be sent to each Party at their address first set forth
above.

11. Subletting; Successors and Assigns.
Lessee may not sublet the Leased Premises or mortgage, sell, assign or
transfer its rights pursuant to this Lease without the written consent of
Lessor.

12. Notice and Demand.
All notices or demands required or permitted hereunder or under any
statute shall be in writing and hand delivered or sent, postage prepaid,
by either overnight courier or first-class mail to:

LESSEE:
Holcomb Farm, Inc.
113 Simsbury Road
West Granby, CT 06060
Attention:

LESSOR:
Town of Granby
15 North Granby Road
Granby, CT 06035
Attention: Town Manager

The paragraph headings contained in this Lease are for reference
purposes only and shall not control or affect its scope or interpretation
in any respect. This Lease and its interpretation shall be governed by
the laws of the State of Connecticut. The rights and obligations of the
Parties hereto shall inure to the benefit of, and be binding upon, their
respective heirs, successors and assigns.
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN
THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

HOLCOMB FARM, INC.

By ______________________________
Name ___________________________
Title ___________________________
Duly Authorized __________________

TOWN OF GRANBY

By ______________________________
Name ___________________________
Title ___________________________
Duly Authorized __________________
HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

DOCUMENTS TO BE APPENDED:
Schedule A: Map depicting whole of Holcomb Farm (approximately 310 acres)

Schedule B: Map outlining the buildings, parking areas, and proximate land intended to remain in full control of the Town, as “the Campus.”

Schedule C: Executed Conservation Easement on Protected Land (approximately 277 acres)

Schedule D: Map of Conserved Land (separate from “Excluded Land”)

Schedule E: Farming Conservation Practices
See
Draft Conservation Easement
Schedule E: Conservation Provisions for Farmed Portions of Leased Land

- Keep the lease premises neat and orderly.
- Prevent noxious weeds from going to seed on said premises, destroy the same and keep the weeds and grass cut.
- Prevent all unnecessary waste, loss and/or damage to the property of the landlord.
- Keep the buildings, fences and other improvements in as good repair and condition.
- Comply with pollution control and environmental protection requirements as required by local, state and federal agencies.
- Implement water conservation and soil erosion control practices to comply with the soil loss standards mandated by local, state and federal agencies.
- Generally follow NRCS and Farm Service Agency recommendations and maintain all other requirements necessary to qualify current and future farm operators for participation in federal farm programs.
- Haul and spread manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- Take proper care of all trees, vines and shrubs, and prevent injury to the same.
- Do not plow permanent pasture or meadowland unless otherwise permitted.
- Protect waterways, water bodies and riparian areas.
- Lessee shall not establish or maintain a commercial feedlot, which is defined for the purposes of this lease as a confined area or facility within which the land is not grazed or cropped at least annually, and which is used primarily to receive and hold livestock that has been raised off the premises.
- Lessee shall carefully control livestock access to surface water, including rivers, streams, lakes and ponds other than those constructed for the purpose of livestock watering.
- Lessee and Lessor recognize the possibility that weeds may result from certain practices that promote the conservation and long-term productivity of the leased premises and will take this into account in maintaining the attractive appearance of the farm.
- Lessee will use mechanical and non-chemical means as primary methods of
controlling weeds on crop ground.

- Lessee agrees to minimize use of herbicides by employing integrated weed strategies as the primary means of weed control.

- Lessee will mow road ditches and field edges in accordance with local, state and federal law and will not mow ditches, field edges, grass waterways, set-aside acres and other areas of vegetation until after the nesting period for game birds and songbirds has passed.

- Lessee will employ contour farming on any slopes that will experience soil erosion if farmed another way, even if classified as non-highly erodible land.

- If fieldwork is done in the fall, at least two-thirds of the soil will be left covered with crop residue.

- If such programs are implemented, Lessee agrees to haying and/or grazing plans approved by NRCS or the Lessor.

- Lessee agrees to test the soil periodically for residual nitrogen and phosphorus.

- Lessee will compute credits for manure and previous legume crops before applying additional nutrients.

- Lessee agrees to minimize the use of insecticides by employing pest management strategies as the primary means of pest control.

- Fields shall be conservation tilled and planted on the contour or no-tilled on erodible ground.

- A cover crop shall be seeded on corn ground harvested for silage.

- Lessee will not plant genetically modified crops on any of the lease premises.
Lease of Holcomb Farm Farmhouse
Draft 6.1.2022/Revisions of 9.27.2022

This Lease Agreement (this “Agreement”) is made this __________, by and between The Town of Granby (“Landlord”) and Holcomb Farm, Inc. (“Tenant”). Each of Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

1. Premises. The premises leased is the Farmhouse and Annex located at 113, Simsbury Rd, West Granby, CT, 06090 (the “Premises”) as shown on Exhibit A attached hereto.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on January 1, 2023 and ending on December 31, 2027 (the “Term”), unless sooner terminated as provided herein or as may be extended by mutual consent of both parties, as documented in an addendum to this lease.

4. Rent. Tenant will pay Landlord a monthly rent of $800.00 for the Term. Rent will be payable in advance and due on the 10th day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid to Landlord at Landlord’s address provided herein (or to such other places as directed by Landlord) by mail or in person by check or bank transfer, and will be payable in U.S. Dollars.

5. Utilities. Tenant is responsible for payment of all utility and use-related services for the Premises.

6. Use of Premises: Farmhouse. The Farmhouse of the Premises will be occupied only by the Farm Manager, employed by Tenant, and their immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant’s sublessees, assigns, employees, guests or invitees.

7. Use of Premises: Annex. The Annex of the Premises may be used only for residential purposes by seasonal farm labor, not to exceed three individuals at any one time. Tenant will be responsible for the portion of the Premises occupied by the farm labor to the same degree that they are responsible for the Farmhouse.

8. Maintenance and Repairs. Tenant will maintain the Premises, including the landscaped areas contiguous to the Farmhouse and the Annex and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord’s appliances, fixtures, or
furnishings from the Premises for any purpose. If repairs other than general maintenance of the structures or the major appliances are required, Tenant will notify Landlord for such repairs.

9. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, municipal or other governmental authority.

10. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord’s written consent, which may be granted or withheld in Landlord’s sole discretion. Any and all permitted alterations, additions or improvements to the Premises shall be made at the Tenant’s sole cost and expenses, and will become Landlord’s property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord’s written consent and without providing Landlord a copy of all keys.

11. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitors, guests, permittees or other occupants on the Premises.

12. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises become uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make any necessary repairs within a reasonable amount of time. At the discretion of Landlord, the rent may be abated or reduced while the repairs are being made.

13. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the gross negligence or willful misconduct of Landlord. Landlord will not be liable for any hidden defect in the premises. Landlord will not be liable for any injury or damage to Tenant or their property caused by, but not limited to, water, rain, steam, snow, gas, electricity, sewer backups, acts of God, odor or other substance. Landlord will not be liable for the presence of bugs, vermin, or insects in the Premises nor will their presence affect Tenant’s obligations under this lease. The Tenant hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord’s acts, omission, fault or negligence.

14. Insurance Requirements. Landlord is responsible for property and liability insurance related to its ownership of the Premises. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant’s obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

Tenant agrees to maintain liability insurance for its and its employees, subtenants, agents, assignees or permittees’ use of the Premises, with a combined single limit of not less than $1 million, naming the Landlord as an additional insured. Tenant shall, or shall require any subtenant to, obtain renters’ insurance for personal property which may be located within the Premises.
15. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

16. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

17. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a 60 day written notice. If the default is Tenant’s failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a 30 day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement. If Tenant does not perform any of its obligations under this lease, Tenant will pay Landlord the amount that Landlord has spent in performing Tenant’s obligations, in addition to the Rent. Tenant also will pay Landlord interest on any amount Tenant owes Landlord which is past due. The interest will be at the rate of twelve percent (12%) per year. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant’s compliance with the Tenant’s obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same.

18. Remedies. If this Agreement is terminated due to Tenant’s default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

19. Condemnation. If all or substantially all of the Premises are taken by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

20. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

21. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

Notices shall be sent to the Landlord at the following address:
Town Manager, Town of Granby
15 North Granby Rd., Granby, CT 06035
Notices shall be sent to the Tenant at the following address:
Holcomb Farm, Inc.
113 Simsbury Rd. West Granby, CT 06090

22. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

23. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

24. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

25. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns, provided, however, that Tenant may not assign its interest in the Lease without the prior written consent of the Landlord, and may only sublease its interests herein as provided above.

26. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Connecticut.

27. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

28. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

29. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

____________________  ______________________
Landlord Signature    Landlord Full Name
DRAFT DATED SEPTEMBER 28, 2022

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

This Right of First Refusal to Purchase Real Estate (this “Right of First Refusal”) is made as of the ___ day of October, 2022 by and between the Town of Granby, a municipality located in the County of Hartford and State of Connecticut with an office located at 15 North Granby Road, Granby, Connecticut 06035 (the “Town”) and Granby Land Trust, Inc., a nonprofit corporation organized and existing under the laws of the State of Connecticut with a mailing address of P.O. Box 23, Granby, Connecticut 06035 (“GLT”).

WHEREAS, as contemplated by the Conservation Easement dated as of October ___, 2022 between the Town and GLT (the “Conservation Easement”) relating to the Town-owned Holcomb Farm located in the village of West Granby, GLT has agreed to fund the Holcomb Farm Stewardship Fund described therein (the “Holcomb Farm Stewardship Fund”) for the benefit of the Town on the condition that the Town grant to GLT both the Conservation Easement and this separately documented Right of First Refusal on a 1.46-acre (more or less) parcel of land located on the easterly side of Simsbury Road (the “Property”), which Property is more particularly described on the map attached as Schedule A hereto.

NOW, THEREFORE, IN CONSIDERATION OF GLT’S FUNDING OF THE HOLCOMB FARM STEWARDSHIP FUND AND ITS UNDERTAKING THE DUTIES DESCRIBED IN THE CONSERVATION EASEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY OF ALL OF WHICH ARE HEREBY ACKNOWLEDGED BY THE TOWN, IT IS AGREED AS FOLLOWS:

GRANT OF RIGHT OF FIRST REFUSAL

The Town hereby grants unto GLT the exclusive and irrevocable right of first refusal, upon the terms and conditions hereinafter set forth, to purchase the Town-owned Property.

GLT’S RIGHT TO EXERCISE THIS FIRST RIGHT OF REFUSAL FOLLOWING GLT’S RECEIPT OF THE TOWN’S INTENT TO SELL NOTICE

This Right of First Refusal may only be exercised by GLT on the terms and conditions set forth below only after GLT has received actual written notice from the Town (an “intent to Sell Notice”) (i) that the Town has received and furnished to GLT a written bona fide offer to purchase the Property (the “Bona Fide Offer”), which Bona Fide Offer sets forth all of the terms and conditions of the proposed sale to purchase of the Property and (ii) that the Town has elected to accept the Bona Fide Offer if GLT does not exercise its right to match such offer pursuant to the terms of this Right of First Refusal.
GLT'S EXERCISE OF ITS RIGHTS BY ITS DELIVERY OF A GLT EXERCISE NOTICE

Within fifteen (15) days after the Town has delivered to GLT an Intent to Sell Notice, GLT may then deliver to the Town a notice (a “GLT Exercise Notice”) that GLT elects to exercise its rights under this Right of First Refusal.

TITLE AND CLOSING FOLLOWING THE TOWN’S RECEIPT OF A GLT EXERCISE NOTICE

Within forty five (45) days after the Town has received a GLT Exercise Notice, GLT shall deliver to the Town both a certificate as to whether or not title is acceptable to GLT (a “Title Statement”) and a certificate of title or title abstract (a “Title Abstract”) covering the Property and reflecting whether or not marketable fee simple title to the Property is vested in the Town and whether or not such title is insurable by a title insurance company licensed to do business in the State of Connecticut. The Title Statement may state that title is acceptable to GLT if the Title Abstract shall be subject only to taxes for the current year, if any, and encumbrances which do not render title unmarketable. Should the Title Abstract reflect any exceptions which render the title unmarketable, the Title Statement shall state what those exceptions are. The Town shall then have twenty-five (25) days after receipt of the Title Statement (the “Title Review Period”) in which (i) to make the title good and marketable or insurable and (ii) to confirm to GLT’s reasonable satisfaction that the Bona Fide Offer from the other potential purchaser of the Property remains effective, and the Town shall exercise its reasonable best efforts and due diligence to satisfy those conditions. If after exercising its reasonable best efforts and due diligence the Town is unable within the Title Review Period or within such additional period requested by the Town as to which GLT has consented to make the title marketable, GLT may give notice to the Town either that it (a) accepts the title in its existing condition with no further obligation on the part of the Town to correct any defect, or (b) consents to terminate this Right of First Refusal if, but only if, the Town accepts the other purchaser’s Bona Fide Offer and both (i) conveys the Property by quit claim deed to such other purchaser on the terms and conditions set forth therein, but not on any other terms and conditions, and (ii) delivers to GLT and records in the Granby Land Records a notice (a “Termination Notice”) that, with the consent of GLT, the Property has been so conveyed. Unless and until the Town has filed a Termination Notice in such land records, this Right of First Refusal shall remain in full force and effect. If GLT’s Title Statement states that title is acceptable to GLT, then the closing shall occur on or before the later of (i) fifteen (15) days after the Town’s receipt of GLT’s Title Statement or (ii) the Town’s receipt of any municipal approvals necessary to authorize the sale of the Property to GLT. If GLT’s Title Statement states that title is not acceptable to GLT but the Town later cures GLT’s title objections to GLT’s satisfaction, then the closing shall occur on or before the later of fifteen (15) days after (i) the expiration of the Title Review Period or such longer period as to which GLT has consented or (ii) the Town’s receipt of any municipal approvals necessary to authorize the sale of the Property to GLT. At closing pursuant to this Right of First Refusal the Town shall convey title to the Property to GLT
by quit claim deed subject only to title exceptions as provided above and potential environmental liabilities (if any) acceptable to GLT. If GLT refuses to close because it is concerned about potential environmental liabilities, then the Town may sell the Property to the other purchaser pursuant to the Bona Fide Offer, but only as set forth in the Bona Fide Offer, and shall deliver to GLT and file in the Granby Land Records a Termination Notice.

**PERPETUAL DURATION OF THIS RIGHT OF FIRST REFUSAL**

Mirroring the perpetual term of the Conservation Easement, the term of this Right of First Refusal shall be perpetual unless it is first terminated by GLT, which it may or may not do in its sole discretion.

**EXPENSES OF SALE**

All costs and expenses of the sale shall be in accordance with the customs of the Hartford County Bar Association.

**NO ASSIGNMENT**

GLT may not assign this Right of First Refusal to any other person or entity.

**POSSESSION**

GLT shall be entitled to possession of the Property at closing.

**RIGHT OF ENTRY**

Upon GLT’s receipt from the Town of the Town’s Intent to Sell Notice and GLT’s delivery to the Town of a GLT Exercise Notice, GLT shall be entitled to enter upon the Property for the purpose of conducting soil tests, engineering or environmental studies and surveys. GLT shall indemnify the Town for any losses or liabilities incurred by the Town on account of such activities. Before GLT engages in any invasive testing of the Property, GLT shall provide to the Town evidence that GLT’s contractor is insured to the satisfaction of the Town. Following any such invasive testing, if any occurs, GLT shall restore the Property to its previous condition and provide the results of such tests to the Town.

[SIGNATURE PAGES, NOTARIZATIONS AND SCHEDULE A TO FOLLOW]
TOWN OF GRANBY

MEMORANDUM

TO: Board of Selectmen

FROM: Erica Robertson, Town Manager

REGARDING: V. BUSINESS – ITEM D
Consideration of Membership and Charge for Charter Revision Commission

BACKGROUND
Historically, Granby reviews the Town Charter every 10 years. The last Charter Revision was in 2012. At the June 20, 2022, BOS meeting, I was authorized to move forward with a process to solicit interest from residents to serve on a Charter Revision Commission. This has been completed.

NEXT STEPS
It is now appropriate to initiate the Charter Revision process. Next steps include the appointment of members and to assign a charge for the commission. A nine member Charter Revision Commission is proposed. Membership will be composed of three members each from registered Republican, Democrat, and Unaffiliated residents.

PROPOSED MOTION:
To appoint the following nine members to the Charter Revision Commission:

(R) ___________________________ (D) ___________________________
(R) ___________________________ (D) ___________________________
(R) ___________________________ (U) ___________________________
(D) ___________________________ (U) ___________________________
(D) ___________________________ (U) ___________________________

And

To instruct the Charter Revision Commission to consider such revisions to the Granby Town Charter as they deem appropriate and to submit a report of their recommendations to the Board of
Selectmen in sufficient time for the proposed charter revision question(s) to be placed on the November 7, 2023, Election Ballot;

And

In order to meet this schedule, a draft report will be due to the Board of Selectmen before May 20, 2023;

And

Charge the Charter Revision Commission to consider any matter deemed appropriate by the Commission to clarify or improve the Charter or to reflect changes in law or procedures which may have occurred since the last Charter revision.
Tonight’s Town Manager report includes information I hope you find of interest. My staff and I are dedicated to working hard each day for the betterment of our community.

Community Development Update

We are excited to welcome Troy Wolf as the new Deputy Fire Marshal. Troy is currently involved with the East Granby Volunteer Fire Department, serving as Assistant Fire Chief. Troy will provide coverage when the Fire Marshal is on vacation. He is also available to provide assistance to the Fire Marshal at other times if needed. Troy got to work right away, providing inspection services for the Celebrate the Valley event that was held at Salmon Brook Park this past weekend.

The Building Department had a very busy September. In the Murtha’s Way development, which consists of a total of 75 housing units, five additional units received their Certificate of Occupancy. Three houses are also under construction in the Harness Way development, which is a single-family residential development located off West Granby Road. And while no building permits have been submitted yet, site work has begun on Station 280, which will consist of 235 apartments. As of Monday, September 26th, the Department collected $22,694.68 in building permit fees for the month.

Granby Recreation & Leisure Services Report through Tuesday, September

Several special events were announced for October and November including Trunk or Treat (October 30th), Comedy Night at Holcomb Farm (November 12th) and a Scrapbooking Weekend in October.

Fall Programs:

Fall soccer has 156 participants. Youth Basketball registration has begun, as well as approximately 15 after school programs. Two new pickleball programs have been added as it continues to be our most popular, fastest growing program and we are considering offering an indoor program in the winter. The Ski Sundown after school program registration has been announced and fees have been increased due to increased costs in busses and lift tickets.

Facilities

Celebrate the Valley was held at Salmon Brook Park last weekend. Park & Recreation activities at SBP were put on hold from Tuesday through Saturday.
Holcomb Farm: There are seven weddings scheduled during the months of October and November. Granby Nature Pre-school and the Homeschool Cohort program are up and running.

**STEAP Grant Award:**
We are very excited to have received a grant from the state of Connecticut to build an ADA accessible walking path around Salmon Brook Park. The grant is provided through the Small Town Economic Assistance Program (STEAP), which is a State program that delivers grants to small towns for capital projects. The Department received $453,000 for the STEAP Grant for the installation of this pedestrian friendly walking path along the perimeter of Salmon Brook Park.

In 2018, the Town constructed a sidewalk along Route 10 and into Salmon Brook Park, and with this funding from the STEAP grant, Granby will expand the sidewalk network within Salmon Brook Park. The Town will install a five-foot wide asphalt walking path that will also connect the new sidewalk at the Park’s entrance, on Route 10, to the McLean Game Refuge trail system, located to the west of the park. This project, called the Salmon Brook Park Pedestrian Connector, will give seniors, persons with disabilities, or those that lack sidewalks in their neighborhoods with a safe place to walk, gather, exercise, and enjoy nature in Granby. Constructing this walking path will further the vision of creating a walkable, connected Granby Center and would support other efforts underway in the Town currently. Construction of the pedestrian connector is expected to begin in the spring of 2023.

**Other Notables**

- Zen Catering has opted not to renew their contract for the SBP concessions. An RFP will be going out this winter to solicit a new vendor (vendors provide concession as well as a lunch program for summer camp).
- The joint Fall and Winter Town Program Guide (Recreation, Library, Senior, Youth and Social Services) will go out as an insert in the Granby Drummer the first week in October.

**Human Resources**

- A part-time Dispatcher has been hired and will begin on October 3rd.
- A part-time Laborer began September 26th.
- Per the union contract regarding the promotional process, a Maintainer V position has been posted internally.
- Actively interviewing for a part-time Library Assistant.
- The Employee Handbook is being completely updated with assistance from our intern Cristian.

**Police Department**

The police department recently participated in the YMCA Healthy Kids Day on September 17th. The fair was successful, and the YMCA was very appreciative of the police department’s participation.

The Police Department hired a new part-time dispatcher. Alden Mezger is a Granby resident and begins October 3rd.

**Finance**

Director of Finance, Kimi Cheng, has been working diligently on the audit this summer. Staff from CLA, our auditing firm have been on site examining our financial records as well as the Board of Education’s. We are wrapping up the audit process and putting the finishing touches on the audit document itself. We expect to publish the audit report in the next several weeks.
The monthly budget operations report for the month ending in August is attached for your review. Below are highlights for revenues and expenditures:

**Highlights for Revenues:**

The second month's tax collection is consistent with the previous years at 55%.

STIF rate continues to be strong, with a daily rate of 2.37% today or a 7-day yield of 2.36%, much higher than last year. We earned approximately $33K in the month of August.

We received $792,939 from the State for the Motor Vehicle Property Tax Grant on August 1, 2022, which is for the CT new tax cap on motor vehicles of 32.46 mills.

**Highlights for Expenditures:**

Total year-to-date August general fund expense is consistent at 24% (vs. 22% last year).

**Social Services**

Social Services has seen a rise in requests for Energy Assistance this season. The Connecticut Energy Assistance Program (CEAP) opened for intake on September 1st. This year in anticipation of a higher demand because of fuel prices and increases in cost of living, intake appointments opened a month earlier than previous years. At this time, 36 intake applications have been completed, or more than one-third of the total number of applications completed last year. It should be noted that twenty of these are first time applicants. The basic benefit levels have been reduced by nearly half this season. The department will utilize Operation Fuel, Granby Community Fund, Salvation Army and the Granby Local Assistant Fund to supplement residents who continue to struggle meeting their heating bills.

**Library**

September was National Library Card Month, and the Granby Public Library had some fun with it this year, offering up 7-foot-tall grizzly bear cutouts as raffle prizes to anyone who registered for a card during September or anyone who showed their active card during the month. As of 9/27/22, the library had 5 patrons self-register on the library website, as well as 58 additional new registrations in person at the library. Granby Library Cards are free to all residents of Granby and can be used at any library in the state. The card not only gives citizens free access to the 65,000 books, magazines, and DVDs available in the Granby library branches, but also gives access to the millions of downloadable titles available through the library apps and free access to online resources like ConsumerReports.com and LinkedIn Learning. Library Card registration is ongoing.

**Public Works:**

The greater part of the road overlay program has been completed. Crews continue to shim and patch selected areas and repair catch basins. Crack sealing is under way to keep water from freezing in cracks causing the roads to continue to break up. This process is part of our pavement preservation plan.

Invasive species at Mooschorn Bridge have been cut and removed around the bridge site and utility work has been started. Wetlands permitting is under way on Donahue Road and we will be going out for design later this year with replacement scheduled for 2023. Simsbury Road Bridge is still on the schedule for replacement in 2024.
Doherty Road Bridge was recently inspected. It was determined that the bridge should be replaced at an estimated cost of 2.5M. We anticipate a 50% reimbursement for the project. The bridge is under twenty feet in length, so it does not qualify for the state’s new program, which has better reimbursement rates. To date, the state has not replied to our request for replacement.

Aquarion Water Co. will be extending its service down Floydville Road to the East Granby line. Work is being done by an independent contractor. Starting date for construction is yet to be determined.

The DPW crew successfully removed the steel I-beams from the brook behind Holcomb Farm. The beams were remains of the bridge that was taken out during the hurricanes in 2021.

The third of our Household Hazardous Waste collections will be on Saturday, October 15th in Simsbury at 66 Town Forest Road. Paper shredding is available at this event.

Fortunately, fuel prices are going down, but not by much. We are under contract for gasoline until December and will continue to price shop when ordering diesel fuel.

Winter is coming! As with so many goods and services today, pricing on needed materials has increased significantly. Winter treated material came in 28% higher than expected. This could leave this account short by $27,000. Staff closely monitors pricing and proper usage of materials during storms.
# TOWN OF GRANBY
## BUDGET OPERATIONS SUMMARY
### AUGUST 2022

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ADJUSTED BUDGET</th>
<th>REVENUE RECEIVED</th>
<th>BAL DUE (EXCESS)</th>
<th>% REC'D</th>
<th>REMARKS</th>
<th>Aug 21 % REC'D</th>
<th>Jul 22 % REC'D</th>
</tr>
</thead>
<tbody>
<tr>
<td>41010 Current Year Taxes</td>
<td>41,300,483</td>
<td>22,756,677</td>
<td>18,543,806</td>
<td>55%</td>
<td>Pymts. Due - July &amp; Jan.</td>
<td>56%</td>
<td>47%</td>
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<tr>
<td>41020 Prior Years Taxes</td>
<td>210,000</td>
<td>54,650</td>
<td>155,350</td>
<td>26%</td>
<td></td>
<td>58%</td>
<td>12%</td>
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<tr>
<td>41040 Interest &amp; Liens</td>
<td>130,000</td>
<td>29,013</td>
<td>100,987</td>
<td>22%</td>
<td></td>
<td>36%</td>
<td>5%</td>
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<tr>
<td>41060 Auto Supplement</td>
<td>400,000</td>
<td>0</td>
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<td>0%</td>
<td>Billed - December</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td><strong>Property Taxes</strong></td>
<td><strong>42,040,483</strong></td>
<td><strong>22,840,339</strong></td>
<td><strong>19,200,144</strong></td>
<td><strong>54%</strong></td>
<td></td>
<td><strong>56%</strong></td>
<td><strong>47%</strong></td>
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<tr>
<td>43170 Spec Ed / Excess</td>
<td>527,846</td>
<td>0</td>
<td>527,846</td>
<td>0%</td>
<td>Pymts. Due - Feb. 75% - June Bal.</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>43200 Educ Cost Sharing</td>
<td>5,278,314</td>
<td>0</td>
<td>5,278,314</td>
<td>0%</td>
<td>Pymts. Due - Oct. 25% - Jan. 25% - Apr. Bal.</td>
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<td>0%</td>
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<tr>
<td>43590 Tuition - Other Towns</td>
<td>1,322,232</td>
<td>0</td>
<td>1,322,232</td>
<td>0%</td>
<td>School Bills for Activity</td>
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<td>0%</td>
</tr>
<tr>
<td><strong>State Education Total</strong></td>
<td><strong>7,128,392</strong></td>
<td>0</td>
<td><strong>7,128,392</strong></td>
<td><strong>0%</strong></td>
<td></td>
<td><strong>0%</strong></td>
<td><strong>0%</strong></td>
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<tr>
<td>43110 Veterans Exempt GT</td>
<td>3,300</td>
<td>0</td>
<td>3,300</td>
<td>0%</td>
<td>By Assessor Appl. In Aug but receive Pymt. In Dec.</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>43120 Misc - State</td>
<td>35,332</td>
<td>793,039</td>
<td>(757,707)</td>
<td>2245%</td>
<td>Pymt. Due - June. MV Property Tax Grant</td>
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<td>0%</td>
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<td>43130 Telecommunications</td>
<td>13,500</td>
<td>0</td>
<td>13,500</td>
<td>0%</td>
<td>Pymt. Due - April</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>43310 Tiered Pilot</td>
<td>12,525</td>
<td>0</td>
<td>12,525</td>
<td>0%</td>
<td>Pymt. Due Oct.</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>43320 SS Dist Tax Relief</td>
<td>1,500</td>
<td>0</td>
<td>1,500</td>
<td>0%</td>
<td>Pymt. Due - Dec.</td>
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<td>0%</td>
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<tr>
<td><strong>State Municipal Total</strong></td>
<td><strong>66,157</strong></td>
<td><strong>793,039</strong></td>
<td><strong>726,882</strong></td>
<td><strong>1199%</strong></td>
<td></td>
<td><strong>0%</strong></td>
<td><strong>0%</strong></td>
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<tr>
<td><strong>Intergovernmental Revenue</strong></td>
<td><strong>7,194,549</strong></td>
<td><strong>793,039</strong></td>
<td><strong>6,401,510</strong></td>
<td><strong>11%</strong></td>
<td></td>
<td><strong>0%</strong></td>
<td><strong>0%</strong></td>
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<td>43615 Town Clerk Fees</td>
<td>200,000</td>
<td>53,310</td>
<td>146,690</td>
<td>27%</td>
<td>Statutory Collections</td>
<td>40%</td>
<td>9%</td>
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<tr>
<td>43620 Planning &amp; Zoning</td>
<td>5,450</td>
<td>202</td>
<td>5,248</td>
<td>4%</td>
<td>Application Permit Fees</td>
<td>17%</td>
<td>4%</td>
</tr>
<tr>
<td>43630 Zoning Bd of Appeals</td>
<td>481</td>
<td>97</td>
<td>384</td>
<td>20%</td>
<td>Application Permit Fees</td>
<td>20%</td>
<td>0%</td>
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<tr>
<td>43640 Building Permits</td>
<td>150,000</td>
<td>53,807</td>
<td>96,193</td>
<td>36%</td>
<td>Building Permit Fees</td>
<td>33%</td>
<td>24%</td>
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<tr>
<td>43660 Inland Wetlands</td>
<td>1,200</td>
<td>344</td>
<td>856</td>
<td>29%</td>
<td>Permit/App. Fees</td>
<td>5%</td>
<td>8%</td>
</tr>
<tr>
<td>43670 Short Term Investments</td>
<td>65,000</td>
<td>50,789</td>
<td>14,211</td>
<td>78%</td>
<td></td>
<td>30%</td>
<td>26%</td>
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<tr>
<td>43680 Rents</td>
<td>26,800</td>
<td>3,600</td>
<td>23,000</td>
<td>14%</td>
<td>Drummer, Freshies, School Rental</td>
<td>14%</td>
<td>7%</td>
</tr>
<tr>
<td>43690 Sale Maps &amp; Ordinances</td>
<td>275</td>
<td>0</td>
<td>275</td>
<td>0%</td>
<td></td>
<td>4%</td>
<td>0%</td>
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<tr>
<td>43700 Snow Plow &amp; Grading</td>
<td>7,600</td>
<td>0</td>
<td>7,600</td>
<td>0%</td>
<td>Private Roads</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>43710 Photocopying</td>
<td>300</td>
<td>73</td>
<td>227</td>
<td>24%</td>
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<td>30%</td>
<td>5%</td>
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<tr>
<td>43715 Open Farm Day</td>
<td>2,500</td>
<td>1,350</td>
<td>1,150</td>
<td>54%</td>
<td></td>
<td>30%</td>
<td>14%</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>ADJUSTED BUDGET</td>
<td>REVENUE RECEIVED</td>
<td>BAL DUE (EXCESS)</td>
<td>% REC'D</td>
<td>REMARKS</td>
<td>Aug 21 % REC'D</td>
<td>Jul 22 % REC'D</td>
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<tr>
<td>43740 Dispatch Services</td>
<td>16,580</td>
<td>16,580</td>
<td>0</td>
<td>100%</td>
<td>Police Bill For Dispatch Services</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>43745 Hay Rentals</td>
<td>14,000</td>
<td>0</td>
<td>14,000</td>
<td>0%</td>
<td>Haying - $10,000</td>
<td>4%</td>
<td>0%</td>
</tr>
<tr>
<td>43760 Library</td>
<td>3,000</td>
<td>526</td>
<td>2,474</td>
<td>18%</td>
<td>Book Fines, Trust Investment</td>
<td>21%</td>
<td>12%</td>
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<tr>
<td>43770 Contract - Bldg. Inspection</td>
<td>10,100</td>
<td>0</td>
<td>10,100</td>
<td>0%</td>
<td>Bldg. Dept. Bills Qtrly For Services</td>
<td>25%</td>
<td>0%</td>
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<tr>
<td>43790 Driveway Permits</td>
<td>350</td>
<td>70</td>
<td>280</td>
<td>20%</td>
<td>New Const. Activity</td>
<td>20%</td>
<td>11%</td>
</tr>
<tr>
<td>43800 Police Photo/Lic/Permits</td>
<td>12,500</td>
<td>1,803</td>
<td>10,698</td>
<td>14%</td>
<td></td>
<td>9%</td>
<td>8%</td>
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<tr>
<td>43840 Returned Check Fee</td>
<td>100</td>
<td>0</td>
<td>100</td>
<td>0%</td>
<td></td>
<td>40%</td>
<td>0%</td>
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<tr>
<td>43990 Pay For Participation</td>
<td>37,000</td>
<td>0</td>
<td>37,000</td>
<td>0%</td>
<td>Received from BOE</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>46038 Miscellaneous</td>
<td>35,000</td>
<td>40,611</td>
<td>(5,611)</td>
<td>16%</td>
<td>CIRMA</td>
<td>89%</td>
<td>92%</td>
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<tr>
<td><strong>Local Departmental Revenues Total</strong></td>
<td><strong>588,036</strong></td>
<td><strong>223,162</strong></td>
<td><strong>364,874</strong></td>
<td><strong>38%</strong></td>
<td></td>
<td><strong>38%</strong></td>
<td><strong>21%</strong></td>
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<tr>
<td>43950 Transfer-in Fund Bal.</td>
<td>775,000</td>
<td>0</td>
<td>775,000</td>
<td>0%</td>
<td></td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>43955 Additional Appropriations</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
<td>0%</td>
<td>0%</td>
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<tr>
<td><strong>Transfers In Total</strong></td>
<td><strong>775,000</strong></td>
<td>0</td>
<td><strong>775,000</strong></td>
<td><strong>0%</strong></td>
<td></td>
<td><strong>0%</strong></td>
<td><strong>0%</strong></td>
</tr>
<tr>
<td><strong>Local Dept. Rev. &amp; Transfer In Total</strong></td>
<td><strong>1,363,036</strong></td>
<td><strong>223,162</strong></td>
<td><strong>1,139,874</strong></td>
<td><strong>16%</strong></td>
<td></td>
<td><strong>6%</strong></td>
<td><strong>9%</strong></td>
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<td><strong>General Fund Revenues</strong></td>
<td><strong>50,598,068</strong></td>
<td><strong>23,856,540</strong></td>
<td><strong>26,741,528</strong></td>
<td><strong>47%</strong></td>
<td></td>
<td><strong>45%</strong></td>
<td><strong>39%</strong></td>
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<tr>
<td>ACCT. #</td>
<td>DESCRIPTION</td>
<td>ADJUSTED BUDGET</td>
<td>EXPENSED</td>
<td>ENCUMBERED</td>
<td>UNENCUMBERED ALLOTMENT</td>
<td>% EXP.</td>
<td>REMARKS</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------</td>
<td>-----------------</td>
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<td>------------</td>
<td>------------------------</td>
<td>--------</td>
<td>---------</td>
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<tr>
<td>1001</td>
<td>General Administration</td>
<td>349,764</td>
<td>49,135</td>
<td>281,398</td>
<td>19,231</td>
<td>95%</td>
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<tr>
<td>1003</td>
<td>Legal Services</td>
<td>25,000</td>
<td>3,028</td>
<td>11,973</td>
<td>10,000</td>
<td>60%</td>
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<tr>
<td>1005</td>
<td>Fringe Benefits</td>
<td>2,922,791</td>
<td>462,016</td>
<td>524,220</td>
<td>1,936,555</td>
<td>34%</td>
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<tr>
<td>1007</td>
<td>Town Clerk Operations</td>
<td>166,175</td>
<td>24,356</td>
<td>108,757</td>
<td>33,062</td>
<td>80%</td>
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<tr>
<td>1009</td>
<td>Probate</td>
<td>4,241</td>
<td>0</td>
<td>0</td>
<td>4,241</td>
<td>0%</td>
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<tr>
<td>1011</td>
<td>Contingency &amp; Reserve</td>
<td>100,300</td>
<td>6,898</td>
<td>22,889</td>
<td>70,514</td>
<td>30%</td>
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<tr>
<td>1013</td>
<td>Election Services</td>
<td>48,090</td>
<td>7,616</td>
<td>11,842</td>
<td>28,631</td>
<td>40%</td>
<td></td>
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<tr>
<td>1015</td>
<td>Boards, Reg. Prog. &amp; Staff Dev.</td>
<td>75,440</td>
<td>29,242</td>
<td>14,714</td>
<td>31,484</td>
<td>58%</td>
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<tr>
<td>1017</td>
<td>Revenue Collections</td>
<td>136,438</td>
<td>24,857</td>
<td>89,748</td>
<td>21,833</td>
<td>84%</td>
<td></td>
</tr>
<tr>
<td>1019</td>
<td>Property Assessment</td>
<td>209,474</td>
<td>36,320</td>
<td>144,348</td>
<td>28,806</td>
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<tr>
<td>1021</td>
<td>Finance Management</td>
<td>371,532</td>
<td>74,070</td>
<td>279,017</td>
<td>18,445</td>
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<tr>
<td>1023</td>
<td>Insurance</td>
<td>371,400</td>
<td>87,362</td>
<td>226,254</td>
<td>57,784</td>
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<tr>
<td>1031</td>
<td>Community Development</td>
<td>157,389</td>
<td>44,228</td>
<td>106,747</td>
<td>6,414</td>
<td>96%</td>
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<tr>
<td>1033</td>
<td>Human Resources</td>
<td>63,003</td>
<td>6,415</td>
<td>38,745</td>
<td>17,843</td>
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<tr>
<td>1035</td>
<td>Technology</td>
<td>120,520</td>
<td>13,470</td>
<td>69,190</td>
<td>37,860</td>
<td>69%</td>
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<td></td>
<td>General Government</td>
<td>5,121,557</td>
<td>869,011</td>
<td>1,929,842</td>
<td>2,322,705</td>
<td>55%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001</td>
<td>Building Inspection</td>
<td>172,089</td>
<td>25,134</td>
<td>138,474</td>
<td>8,481</td>
<td>95%</td>
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<tr>
<td>2003</td>
<td>Fire Prevention</td>
<td>369,631</td>
<td>5,339</td>
<td>359,237</td>
<td>5,220</td>
<td>99%</td>
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<tr>
<td>2005</td>
<td>Emergency Management</td>
<td>9,700</td>
<td>0</td>
<td>0</td>
<td>9,700</td>
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<tr>
<td>2007</td>
<td>Health Services</td>
<td>172,263</td>
<td>74,254</td>
<td>98,009</td>
<td>0</td>
<td>100%</td>
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<td>2009</td>
<td>Police Dept Administration</td>
<td>378,105</td>
<td>67,176</td>
<td>295,626</td>
<td>15,303</td>
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<td></td>
</tr>
<tr>
<td>2011</td>
<td>Police Oper. &amp; Communications</td>
<td>1,908,599</td>
<td>248,351</td>
<td>1,237,394</td>
<td>422,854</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pers. &amp; Prop. Protection</td>
<td>3,010,587</td>
<td>420,255</td>
<td>2,128,775</td>
<td>461,558</td>
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<tr>
<td>3001</td>
<td>Public Works Administration</td>
<td>210,181</td>
<td>31,195</td>
<td>171,803</td>
<td>7,183</td>
<td>97%</td>
<td></td>
</tr>
<tr>
<td>3003</td>
<td>General &amp; Equipment Maint.</td>
<td>1,468,383</td>
<td>158,949</td>
<td>901,585</td>
<td>407,849</td>
<td>72%</td>
<td></td>
</tr>
<tr>
<td>3005</td>
<td>Solid Waste &amp; Recycling</td>
<td>1,008,240</td>
<td>77,850</td>
<td>874,807</td>
<td>55,583</td>
<td>94%</td>
<td></td>
</tr>
<tr>
<td>3011</td>
<td>Planning &amp; Engineering</td>
<td>34,383</td>
<td>2,040</td>
<td>0</td>
<td>32,343</td>
<td>6%</td>
<td></td>
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<tr>
<td>3013</td>
<td>Infrastructure Maintenance</td>
<td>697,994</td>
<td>98,183</td>
<td>406,917</td>
<td>192,894</td>
<td>72%</td>
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</tr>
<tr>
<td></td>
<td>Public Works &amp; Env.</td>
<td>3,419,181</td>
<td>368,217</td>
<td>2,355,112</td>
<td>695,852</td>
<td>80%</td>
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</tbody>
</table>
# TOWN OF GRANBY
## BUDGET OPERATIONS SUMMARY
### AUGUST 2022

<table>
<thead>
<tr>
<th>ACCT. #</th>
<th>DESCRIPTION</th>
<th>ADJUSTED BUDGET</th>
<th>EXPENSED</th>
<th>ENCUMBERED</th>
<th>UNENCUMBERED ALLOTMENT</th>
<th>% EXP.</th>
<th>Remarks</th>
<th>Aug 21 % REC'D</th>
<th>Jul 22 % REC'D</th>
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</thead>
<tbody>
<tr>
<td>4001</td>
<td>Library Services</td>
<td>601,472</td>
<td>82,907</td>
<td>386,050</td>
<td>132,515</td>
<td>78%</td>
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<td>84%</td>
<td>76%</td>
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<tr>
<td>4003</td>
<td>Social-Senior-Youth-Services</td>
<td>342,342</td>
<td>30,797</td>
<td>188,085</td>
<td>123,461</td>
<td>64%</td>
<td></td>
<td>67%</td>
<td>64%</td>
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<tr>
<td>4005</td>
<td>Recreation Administration</td>
<td>101,179</td>
<td>15,566</td>
<td>85,613</td>
<td>0</td>
<td>100%</td>
<td></td>
<td>101%</td>
<td>100%</td>
</tr>
<tr>
<td>4009</td>
<td>Community Support</td>
<td>3,000</td>
<td>0</td>
<td>0</td>
<td>3,000</td>
<td>0%</td>
<td></td>
<td>0%</td>
<td>0%</td>
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<tr>
<td></td>
<td>Lib., Rec., &amp; Soc. Services</td>
<td>1,047,993</td>
<td>129,269</td>
<td>659,748</td>
<td>258,976</td>
<td>75%</td>
<td></td>
<td>80%</td>
<td>74%</td>
</tr>
<tr>
<td>6001</td>
<td>Capital Improvement</td>
<td>1,850,000</td>
<td>0</td>
<td>0</td>
<td>1,850,000</td>
<td>0%</td>
<td></td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Payable in July, August and January, February</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7001</td>
<td>Debt Service</td>
<td>1,742,393</td>
<td>351,196</td>
<td>0</td>
<td>1,391,197</td>
<td>20%</td>
<td>5%</td>
<td>10%</td>
<td>17%</td>
</tr>
<tr>
<td></td>
<td>Capital &amp; Debt Service</td>
<td>3,592,393</td>
<td>351,196</td>
<td>0</td>
<td>3,241,197</td>
<td>10%</td>
<td></td>
<td>5%</td>
<td>8%</td>
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<tr>
<td></td>
<td>Town Section</td>
<td>16,191,711</td>
<td>2,137,948</td>
<td>7,073,476</td>
<td>6,980,287</td>
<td>57%</td>
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<td>53%</td>
<td>53%</td>
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<tr>
<td>8001</td>
<td>Board of Education</td>
<td>34,406,357</td>
<td>2,981,194</td>
<td>0</td>
<td>31,425,163</td>
<td>9%</td>
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<td>9%</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>Board of Education</td>
<td>34,406,357</td>
<td>2,981,194</td>
<td>0</td>
<td>31,425,163</td>
<td>9%</td>
<td></td>
<td>9%</td>
<td>4%</td>
</tr>
</tbody>
</table>

**General Fund Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Adjusted Budget</th>
<th>Expensed</th>
<th>Encumbered</th>
<th>Unencumbered Allotment</th>
<th>% Exp.</th>
<th>Remarks</th>
<th>Aug 21 % REC'D</th>
<th>Jul 22 % REC'D</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50,598,068</td>
<td>5,119,142</td>
<td>7,073,476</td>
<td>38,405,450</td>
<td>24%</td>
<td></td>
<td>22%</td>
<td>20%</td>
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</table>
MEMORANDUM

TO: Board of Selectmen

FROM: Erica P. Robertson, Town Manager

REGARDING: X. EXECUTIVE SESSION
Consideration of Personnel Matters (Item Deemed Appropriate for Executive Session)

Proposed Motion

To adjourn the meeting to Executive Session as permitted by Connecticut General Statutes Section 1-225 (a) for the following purposes as allowed by Section 1- 200(6), that is:

Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting;

Approval of this motion shall be by 2/3 vote.