Town of Granby is inviting you to a scheduled Zoom meeting.
https://us02web.zoom.us/j/83299075815?pwd=ivb8r5b9HxladbyXOwLJcqqR4KjeES.1

Meeting ID: 832 9907 5815
Passcode: 022812

TOWN OF GRANBY – Board of Selectmen
Regular Meeting Agenda
Monday, September 21, 2026 – 7 p.m.

Town Hall Meeting Room

1. Pledge Of Allegiance
2. Minutes
   - 2.I. Approval Of Board Of Selectmen Regular Meeting Minutes - August 17, 2026

     Documents:

     2.1 BOARD OF SELECTMEN MEETING MINUTES 8 17 2026.PDF
3. Resignations/Appointments
   - 3.I. Anthony M. McGovern - Park And Recreation Board Resignation

     Documents:

     3.1 ANTHONY M. MCGOVERN (U) PARKS REC BOARD (RESIGNATION 9-8-26) (TERM LEFT 1-10-2028).PDF
4. Communications
   - 4.I. Lost Acres Fire Department Annual Report 2025-2026

     Documents:

     4.1 LAFD ANNUAL REPORT 2025 - 2026.PDF
5. Old Business
   - 5.I. None
6. New Business
   - 6.I. Special Counsel Approval

     Documents:

     6.1 SPECIAL COUNSEL APPROVAL.PDF
   - 6.II. 7 Summits - Kearns School Terms Sheet Approval

     Documents:

6.1 KEARNS SCHOOL - TERM SHEET 08.28.26.PDF

6.III. Granby Ambulance Amended Operating Agreement Approval

Documents:

GRANBY AND GAA 2026 OPERATING AGREEMENT FINAL.PDF

7. Town Manager Report

7.I. Town Manager's Monthly Departmental Activity Report

Documents:

7.1 2026GRANBYTMREPORT09212026A.PDF

7.II. Town Manager's Project Activity Report

Documents:

7.2 2026GRANBYTMREPORT09212026.PDF

7.III. Monthly Budget Report - Finance Director Kimi Cheng

Documents:

7.3 26-08 BUDGET OPERATIONS.PDF

8. First Selectman Report
9. Selectmen Reports
10. Public Session
11. Executive Session
12. Adjournment

The next regular meeting of the Town of Granby Board of Selectmen is scheduled for Monday October 5, 2026, in the Town Hall Meeting Room.

TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING
MINUTES
August 17, 2026

PRESENT: Mark Fiorentino, First Selectman; Margaret Chapple, Vice-Chairman; Kimberly Becker, Frederick Moffa, Mark Neumann and Madeline Ayotte, Student Liaison

ABSENT: None

ALSO PRESENT: Kimi Cheng, Director of Finance and Mike Walsh, Town Manager

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

1. PLEDGE OF ALLEGIANCE

2. MINUTES

2.I. Approval of Board of Selectmen Regular Meeting Minutes – August 3, 2026
ON A MOTION by M. Neumann, seconded by M. Chapple, the Board voted (4-0-1) to approve the regular meeting minutes of August 3, 2026, as presented. F. Moffa was not present at the August 3, 2026, meeting and abstained from the vote.

3. RESIGNATIONS/APPOINTMENTS

3.I. None

4. COMMUNICATIONS

4.I. Pension Committee Communication
Town Manager Mike Walsh provided an executive summary of the Pension Plan and the OPEB (Other Post Employment Benefits) Plan.

Pension Plan
The pension plan is in very strong financial condition.

- Funded ratio improved from 90.0% to 93.1%
- Unfunded liability declined from $2.55 million to $1.80 million
- Annual required contribution (ADC) decreased from $701,208 to $676,882
- Assets substantially exceeded the assumed 6.5% investment return, producing significant actuarial gains.
- Nearly fully funded.
- Contributions are expected to remain stable
- Full amortization projected by 2032 if assumptions are met

OPEB Plan
The OPEB trust is improving but remains only about half funded. Positive developments include: the funded ratio improved from 37.2% to 51.1%; the unfunded liability decreased by nearly $1.6 million; and assets increased from $3.9 million to $5.2 million (actuarial value). However, the required contribution increased slightly to $923,338 and healthcare inflation and updated claims experience increased liabilities.

OPEB remains significantly less well funded than the pension plan. Long-term projections indicate the unfunded liability could be eliminated by 2037 if annual required contributions are consistently paid.

5. OLD BUSINESS

5.I. None

6. NEW BUSINESS

6.I. Granby Water Pollution Control Authority Cost Share Clean Water Fund Action
Staff is requesting board approval for funding of the clean water debt service payments for the fiscal years 2026-27 and 2027-28. As of 6/30/2025, the Sewer Assessment audited fund balance is $304,113 and the unaudited fund balance for FY 2025-26 is estimated to be $209,318.

ON A MOTION by M. Neumann, seconded by F. Moffa, the Board voted (5-0-0) to approve and appropriate the fund balance from the Sewer Assessment Fund for payment of the Clean Water Fund bond obligation to the Town of Simsbury for the fiscal years 2026-27 and 2027-28 in the amounts of $111,999 and $24,518 respectively.

6.II. Alcohol Waiver Approval for Salmon Brook Park Event
The Parks & Recreation Department received an Alcoholic Beverage Permit application for an event in the Gathering Room at Salmon Brook Park on September 12, 2026. Since this event falls outside the date range approved in the Alcohol Permitting Policy at Salmon Brook Park, the request requires BOS approval.

ON A MOTION by M. Chapple, seconded by K. Becker, the Board voted (5-0-0) to approve the Alcoholic Beverage Permit Application (Form B) for the Saturday, September 12, 2026, Canfield wedding renewal celebration in the Gathering Room at Salmon Brook Park.

6.III. Public Works Director Job Description Changes – Approval Needed
Kirk Severance, the Town's long-time Public Works Director, has announced his retirement effective September 14, 2026. With the open position, the Town Manager is seeking approval from the Board to make changes to the job description. The position will become non-union exempt and will have a greater focus on construction project management and road improvements as well as the usual management expectations of a Public Works Director. The position will be added to the Town's Personnel Rules as a Grade 11 with a salary range of $100,000 to $140,000.

ON A MOTION by F. Moffa, seconded by M. Neumann, the Board voted (5-0-0) to approve the job description of the Granby Public Works Director as presented, and further to add the job to the Town of Granby's Personnel Rules at grade 11.

7. TOWN MANAGER REPORT

7.I. Town Manager's Project Activity Report
The Town Manager provided an update on Town projects and other noteworthy items. The complete report can be found in the agenda center on the Town of Granby website.

7.II. Monthly Budget Report – Director of Finance Kimi Cheng
Director of Finance Kimi Cheng presented the June 2026 and July 2026 Budget Operations Report.

8. FIRST SELECTMAN REPORT – MARK FIORENTINO
The First Selectman thanked the Public Works staff for the excellent work they do maintaining the Town roads and managing the roads projects.

9. SELECTMEN REPORTS (Margaret Chapple, Frederick Moffa, Mark Neumann, Kim Becker and Student Liaison Madeline Ayotte)
Selectman Neumann announced that the next meeting of the Public Building and Capital Projects Committee is scheduled for September 9, 2026, at 6:00 p.m. at the Senior Center.

Student Liaison Madeline Ayotte shared that freshman orientation is August 26, 2026, and the new school year begins on August 27, 2026.

10. PUBLIC SESSION
The were no public comments.

11. EXECUTIVE SESSION
There was no executive session.

12. ADJOURNMENT
ON A MOTION by M. Neumann, seconded by F. Moffa, the Board voted (5-0-0) to adjourn the meeting at 7:40 p.m.

The next regular meeting of the Town of Granby Board of Selectmen will be held on Tuesday, September 8, 2026, at 7:00 p.m.

Respectfully submitted,



Betsy Mazzotta
Recording Secretary

TOWN OF GRANBY

MEMORANDUM **DATE:** September 8, 2026

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager; Jen Espinal, Town Clerk

REGARDING: **Resignation — Town of Granby Park & Recreation Board**

Please acknowledge the resignation of an Appointed Official from the Town of Granby Park & Recreation Board.

Summary:
A resignation email was received from **Anthony M. McGovern (U),** resigning effective **September 8, 2026**, with a term that was set to expire on January 10, 2028.

The position shall be filled in accordance with the Town of Granby Charter and the Connecticut General Statutes, with the appointed replacement serving the remainder of the unexpired term, ending January 10, 2028.

Financial Impact:
None

Description of Documents on file at the Town Clerk's office:
A resignation letter bearing an original wet-ink signature is forthcoming. The vacancy has been reported to all respective parties.

PROPOSE MOTION

Move, to acknowledge the resignation of Anthony M. McGovern in the Town of Granby Park & Recreation Board, effective September 8, 2026.

CC: Laura A. Wolfe, Registrars of Voters
Karen Antonucci, Registrar of Voters
Democratic Town Chair
Republican Town Chair

Lost Acres Fire Department

Annual Report

Fiscal Year 2025–2026

Fiscal Year 2025–2026 was a year of transition, progress, and continued service for the Lost Acres Fire Department. Throughout the year, our members remained committed to protecting the Town of Granby through emergency response, training, community outreach, and regional cooperation while also preparing the department for the future.

The year began with a significant leadership transition. After serving for seventeen years as Chief, John Horr, Jr. stepped down from the position. Deputy Chief Bill George also concluded his service as Deputy Chief. At the Annual Meeting in July 2025, the membership elected Tim Weber as the 10th Chief of the Lost Acres Fire Department.

In accordance with the LAFD bylaws, the Chief appointed the following line officers:

- Assistant Chief – Erik Davis
- Deputy Chief – Jason Cooke
- Deputy Chief – Bill McHugh
- Captain – Dan Jacobs
- Captain – Paul Cote
- Captain – Sean Yucha
- Lieutenant – Steve Galuska
- Lieutenant – Kyle Gilmore
- Lieutenant – Bill Langdon

A public swearing-in ceremony was held in October 2025 to recognize and celebrate the department's new officers. The department also honored Chief Horr and Deputy Chief George for their many years of dedicated leadership and service to the Lost Acres Fire Department.

Despite these leadership changes, the department continued moving forward with several important initiatives. Truck committees, led by Captains Dan Jacobs and Paul Cote under the oversight of Assistant Chief Erik Davis, were established to evaluate proposals for replacing the department's rescue truck (LA7) and Engine 2 (LA2). It is anticipated that vendors will be selected and both apparatus purchases will move forward during the first half of the upcoming fiscal year.

The officers also continued reviewing and updating departmental policies and procedures to ensure they reflect current best practices. In addition, discussions remain ongoing with the Town of Granby regarding updates to the operating agreement between the Town and the Lost Acres Fire Department.

The townwide radio committee continued its work toward implementing a new radio communications system for the fire department and other municipal agencies. As part of that effort, the department completed training on the Town's new Utility Task Vehicle (UTV), including both driving and trailer operations, before placing the vehicle into service.

Beyond emergency response, the department remained actively involved within the community. During the summer and fall of 2025, members celebrated the department's 1,000th meeting with a special event at High Meadow. The department also hosted its Third Annual Car Show, raising approximately $4,000 in support of department activities. In partnership with the Granby Police Department and the Granby Ambulance Association, the department also conducted the Third Annual First Responder Camp for local youth, helping introduce the next generation to public safety.

During the fiscal year, the Lost Acres Fire Department responded to 283 emergency incidents which is on average for recent years. Although the department transitioned from the National Fire Incident Reporting System (NFIRS) to the National Emergency Response Information System (NERIS) during the reporting period, the data has been combined to provide a complete picture of departmental activity.

The largest category of responses consisted of good intent, false alarm, and no-emergency incidents, totaling 148 calls (52%). Hazardous condition responses accounted for 58 incidents (20%), followed by 34 service calls (12%). The department also responded to 24 fire incidents (8%), 17 rescue and EMS-related incidents (6%), and two additional incidents involving severe weather and law enforcement assistance.

One of the year's most significant incidents occurred on January 19, 2026, when the department responded to a reported structure fire on Lost Acres Road. While responding, Granby Police advised that the incident had been confirmed as a working fire and that the homeowner was trapped on an exterior deck along with two dogs. Lieutenant Bill Langdon led a crew consisting of firefighters Dan Owen, Jason Platti, Tom Minutelli, and Brady Wimble supported by apparatus operators Don Rust and Bill George in successfully rescuing the homeowner and both dogs before continuing fire suppression operations.

During the winter of 2026, department members also staffed the Center fire station overnight during two significant winter storms to ensure uninterrupted emergency response throughout the community.

As part of our commitment to regional cooperation, the Lost Acres Fire Department both receives and provides mutual aid assistance. During the past year, members responded to incidents in East Hartland, East Granby, Southwick, and Simsbury, while also assisting Avon, Canton, Plainville, and Torrington through our participation in Task Force 54.

Training continues to be one of the department's highest priorities. Throughout the year, members devoted more than 2,400 hours to training and other non-emergency operational

activities, demonstrating the dedication required of today's volunteer firefighters. Training highlights included UTV operations, live-fire training, joint exercises with the East Hartland and East Granby Fire Departments, and attendance at the Connecticut Fire Academy's Winter Fire School.

The strength of any volunteer fire department lies in its membership. At a time when volunteer fire departments across the country continue to face recruitment challenges, the Lost Acres Fire Department is fortunate to continue growing. The department currently has a roster of 39 members, including 35 certified interior firefighters. During the year, Don Rust was welcomed as a new member, while John Oates, Sammi Watson, and Mike Miller joined the department as waiting-list members.

As the fiscal year came to a close, the department experienced a significant loss with the passing of lifetime member and former Captain Scott Chamberlain following a brief illness. The department was honored to provide an honor guard during his wake, and many current and former members attended both the wake and graveside services to recognize Scotty's many years of service and friendship.

The Lost Acres Fire Department was founded in 1936 by Horace B. Clark, making 2026 the department's 90th anniversary. As we celebrate this important milestone, the officers and members of the Lost Acres Fire Department remain committed to providing professional, reliable, and compassionate service to the residents of Granby.

We are grateful for the continued support of the Town of Granby, our elected officials, our mutual aid partners, and the residents we are privileged to serve. We look forward to another year of serving our community with pride.

Respectfully,

Tim Weber
Chief
Lost Acres Fire Department

TOWN OF GRANBY

MEMORANDUM

DATE: September 21, 2026

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager

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

The Town of Granby periodically needs legal support from outside law firms that possess subject matter expertise. One such area is Connecticut Labor Law.

Charter Section 6-6 (b) provides the method for which the Board of Selectmen approve of such legal counsel.

To that end, I have identified Attorney Michael Rose from the firm of Rose/Kallor of Hartford, Connecticut. Attorney Rose has a distinguished record working for Connecticut municipalities focusing on Connecticut Labor Law. Attorney Rose has agreed to represent the Town of Ganby at an hourly rate of $285-$315, equal to the rate of other municipalities he represents.

Based on the aforementioned, I respectfully request the following motion be considered to allow the Town to secure Attorney Rose's services.

Proposed Motion:
Move that the Board of Selectmen approve the hiring of Attorney Michael Rose and the Law Firm of Rose/Kallor to assist the Town in legal matters related to labor; and further to direct the Town Manager to execute an engagement letter with the firm.

TOWN OF GRANBY

MEMORANDUM **DATE:** September 10, 2026

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager

REGARDING: **Kearns Terms Sheet Approval**

The Town of Granby, through an RFP process, selected a preferred developer (7Summits) to redevelop Kearns School into a combination of Senior and Workforce housing.

A Town Administrative team including First Selectman Mark Fiorentino, Commission on Aging Chair Jean Donihee-Perron, Development Director Abby Kenyon, and myself have been meeting with the developer seeking an acceptable Terms Sheet to approve so 7Summits can begin to explore grants and funding to determine if this project is financially feasible.

To that end, the attached Terms Sheet is submitted for your review and approval. The Terms Sheet has been edited by Attorney Ann Catino from the Halloran Sage law firm.

The Terms Sheet is not a development contract, but an aspirational document that signals a strong commitment between the Town and the developer to redevelop Kearns School.

An approved Terms Sheet allows the developer to maintain with a degree of certainty to lenders and Federal and State agencies that they are empowered to work toward a particular redevelopment project, and they have the Town's backing. Approval by the Town signals that level of commitment.

After scoping the feasibility of this project, somewhere into the future, 7Summits will return to the Town with a firm commitment on a combination of grants, loans, and equity to make this project a reality. At that time, the Town will begin to work on a development contract which will contain significantly more details on things like the disposition of the building, the land, and the timelines for development.

Accordingly, to move this project to the next step, I respectfully request that the Board of Selectmen approve the following motion.

Proposed Motion:
I move that the Board of Selectmen approve the attached Terms Sheet between 7Summits and the Town of Granby dated August 5, 2026 and to direct the Town Manager to execute the agreement.

I will be on hand at your meeting if anyone has any questions. Thank you.

TERM SHEET

Kearns School - 5 Canton Road, Granby Development Agreement – Key Terms/Issues

This summary of terms and conditions ("**Term Sheet**") sets forth certain of the material terms related to a proposed transaction (the "**Transaction**"). This Term Sheet is subject to change, supplementation or withdrawal by the Parties until definitive agreements ("**Agreements**") are executed and delivered and shall be in no force and effect as of October 1, 2026, if such execution of such Agreements does not occur..

1.	**Purpose**	This Term Sheet sets forth certain of the material terms related to a Land Development Agreement to be entered into between the Town of Granby ("Town") and 7 Summits Construction ("Developer") for the construction and development of 5 Canton Road, Granby, CT, of a Project as described in this Term Sheet and as described initially in the "Town of Granby Community Development Department Request for Proposals for Affordable Senior Housing, Assisted Living or Congregate Living Facility , 5 Canton Road" dated July 16, 2024 ("RFP"). The Town and Developer (each, a "Party" and collectively, the "Parties") will negotiate in good faith, with the intent of finalizing and executing a binding agreement(s) reflecting the terms and conditions contained in this Term Sheet.
2.	**Development Site**	The land at 5 Canton Road, Granby, CT ("Land") on which currently located is the former Kearns School ("School"). The Land is approximately 33.8 acres (1,472,328) square feet) . The Town shall require that the rear portion of the Land (approximately XX acres) will be subdivided from the area necessary for the development and operation of the Project (as defined below) and such subdivided parcel shall remain owned and separately managed and/or developed by the Town. For purposes of this Term Sheet, the "Parcel" or "Property" shall be that portion of the Land that contains the School and which will be subdivided from the rear portion.

3.	**Form of Property Conveyance**	Town and the Developer shall enter into a Land Development Agreement ("LDA") as set forth in Section 9 which will outline all the Town and Developer responsibilities and requirements for the Project. Subject to further discussions with the Town, the LDA shall include provisions for the Town and Developer to enter into a Purchase and Sale Agreement (PSA) or Long-Term Ground Lease for the Property. If the land disposition is through a Ground Lease, the term shall be for 50 years with an option to extend or an option to acquire fee simple title at the expiration of the lease term. For the Project to proceed, the Town shall permit Mortgage Financing (Construction and Permanent) and the Ground Lease, if preferred, shall be subordinate to such financing. Any PSA shall set forth a closing once the terms set forth in the LDA for construction of the Project are satisfied, including Developer receiving all permits and approvals necessary for development of the Project, a design and development plan for the Project approved by the Town, and demonstrating that all financing for the Project has been secured. Should the Developer fail to complete construction of the development within the specified timeframes as set forth in the LDA, such failure shall be an event of default and the Town shall have the right to terminate the LDA, and the Ground Lease or PSA, as applicable. In the event the Property is transferred under a PSA at the time of such default, a remedy shall include reversion of title back to the Town. The Property shall be conveyed under a PSA or Lease in "as is, where is" conditions and "with all faults."
4.	**Permits and Approvals**	The Town shall be responsible for obtaining any approvals needed for the Project from the Commission on Aging and the Board of Selectmen for the Project. Except as may be set forth in Section 16, which is at the election of the Town, Developer shall be responsible for preparing an A-2 Survey and subdividing the Property into two lots as agreed to by the Parties and seeking and obtaining any other federal, state, and/or local approvals, certificates, and permits and all land use approvals as required for the construction and operation of the Project. at Developer's cost and expense. Town shall cooperate and provide timely reviews and approvals as may be required of the Town as a Project partner.

5.	**Consideration for Transfer**	If the Parties agree to a Purchase Option for the Property, Developer shall make a one-time payment of $500,000.00 to the Town at construction closing, plus provide evidence of required insurance, agree to pay any personal property taxes, (as specified herein), and pay all other costs and expenses associated with constructing, operating and maintaining the Project. The Developer shall also pay all real estate taxes as and when due unless a PILOT payment as set forth in **Sections 6 and 19** below or other tax fixing agreement is set forth in the LDA or otherwise entered into by the Parties. . If the Parties agree to a Lease Option, Developer shall make a one-time payment of $1.00, plus provide evidence of required insurance with various endorsements to the Town (including naming the Town as an additional named insured, which coverage shall be primary to any insurance of the Town), agree to pay personal property taxes, Payment in Lieu of Taxes (as specified in Section 6 herein), and all other costs and expenses associated with constructing, operating and maintaining the Property.
6.	**Payment in Lieu of Taxes (PILOT)**	PILOT payments shall be 10% of gross revenues for a period of 30 years. No PILOT payments for the first three years from the start of Initial Occupancy.
7.	**Assignment and Transfer Rights**	The LDA shall set forth the terms of any assignment of the LDA, PSA and/or Ground Lease. The Parties understand that the LDA, PSA and/or Ground Lease may be transferred or assigned to a designee or affiliate company of the Developer to be formed and controlled by the principals of the Developer with prior written approval of such transfer or assignment by the Town; however, any transfer or assignment that changes the ownership of the Developer or which involves any transfer to an unrelated third party shall be prohibited unless such change is through an application to the Town and the Town agrees in writing to the assignment or transfer. If the LDA includes a Ground Lease, upon issuance of a Certificate of Occupancy the Ground Lease may be transferred or assigned to a 3rd party designee upon written approval of the Director of Development Services of the Town. Said approval by the Director of Development shall not be unreasonably withheld or delayed.

8.	**Due Diligence Period**	Upon execution of this Term Sheet, Developer shall obtain and secure a right of entry from the Town to enter the Property and perform its due diligence activities, including any necessary due diligence, surveys, studies and standard due diligence assessments such that it may develop the plan for the Project in more detail and the preliminary Project Budget provided with the Proposal in response to the RFP may be more fully developed for purposes of entering into the LDA. Developer shall have a three-month due diligence period which shall commence on the full execution of the LDA between the Town and Developer. Developer's due diligence shall include physical conditions, environmental conditions, zoning, wetlands, financing and other development and legal considerations. Developer has the right to conduct any inspections and evaluations it deems necessary and appropriate to evaluate the conditions of the building and Property. Prior to performing any intrusive investigations Developer shall provide the name of the company or firm providing such services and a certificate of insurance in amounts satisfactory to the Town naming the Town under a full endorsement as an additional insured that is primary to any insurance otherwise available to the Town. The Town shall be provided with a scope of work and prior, reasonable notice of any such inspections. Any and all reports of such due diligence inspections shall be provided to the Town and the Town shall be permitted to rely on such reports and Developer shall cause its consultants and engineers to issue reliance letters to the Town. The Developer has the right to terminate the agreement for any reason or no reason during the due diligence period. The Developer may request up to three extensions of the Due Diligence Period. These extension periods shall not exceed three months. Such requests must be submitted to the Town in writing.
9.	**Developer Development Rights / Land Development Agreement ("LDA")**	Coterminous with its due diligence activities and upon execution of this Term Sheet, the Developer and the Town shall negotiate and develop a LDA, Ground Lease and/or PSA as may be determined appropriate. The LDA, Ground Lease and/or PSA shall be completed and executed by March 31, 2027 with a six month extension available by mutual agreement. The LDA shall include terms and conditions as set forth in this Term Sheet and as may be more fully developed during negotiations, due diligence, and Project design and development. A completion guaranty of Developer's obligations under the LDA shall be provided by Developer. In the LDA, the Developer and the Town shall establish a milestone schedule for Project development including any Property transfer, and construction and occupancy of the Project. The LDA and Ground Lease shall include the terms and conditions that are customary for transactions of this type, including, without limitation, customary representations and warranties, early termination provisions, provisions relating to assignment and change in control, Town audit and inspection rights, notices, events of default and remedies, maintenance standards, requirements for capital modifications to maintain the Project, and end of Term obligations.

		During the Term of this Project Term Sheet and prior to the Project Term Sheet Termination Date, the Town agrees that the Developer shall have the exclusive right to negotiate and finalize the terms of the LDA and related Ground Lease or PSA, as may be agreed upon, with the Town (the "Exclusivity Right". The Term Sheet shall expire and this Exclusivity Right sunsets on March 31, 2027 with a six-month extension available by mutual agreement.
10.	**Hazardous Building Materials and Environmental Conditions**	The Developer shall be responsible for paying for and abating and/or remediating any hazardous building materials or environmental conditions encountered during the development of the Project with no recourse to the Town. However, to the extent hazardous building conditions, soil and subsurface conditions are encountered due to pollution, and such conditions require abatement or remediation, the Town shall assist the Developer to identify public resources to support the remediation of the Property, including if necessary and required, demolition and removal of the existing building and foundations. The Developer, however, shall be fully and solely responsible for obtaining the funds necessary for abating and/or remedying such conditions with no financial support from the Town and any recourse or claim against the Town shall be waived and relinquished in the LDA.

11.	**The "Project"**	Proposed 3- Phase Senior and Workforce housing development consisting of: The Project shall be developed in 3 phases as follows: Phase 1 – 40 Units of Senior Housing within 3 years of the effective date of the LDA as described in Section 11.A. Phase 2 – 40 Units of Workforce / Market Rate Housing within 3 years of the effective date of the LDA Phase 3 – 40 Units of Senior Housing within 3 years of Phase 1 stabilization Gross Building Area: 90,000 – 240,000 sq. ft. (approximately) Senior Housing: 60,000 – 160,000 sq. ft. (approximately) Workforce Housing: 30,000 – 80,000 sq. ft. (approximately) Amenity Spaces 40,000 sf (approximately) Parking Spaces: 130+/-. Any changes to the Project as described in this Section 11 shall be set forth in the LDA. The Town reserves the right to terminate this Term Sheet and not enter into a LDA if the Project substantially changes from the profile described in this Section 11. The Project shall consist of 120, with Total Units as follows: Senior Housing – 40 Units – Phase 1 (Occupancy within 3 years) 3 1-Bedroom - 30-50% AMI 6 1-Bedroom - 60 % AMI 8 1-Bedroom - 80 % AMI 4 1-Bedroom - 120 % AMI 2 2-Bedroom - 30-50% AMI 7 2-Bedroom - 60 % AMI 6 2-Bedroom - 80 % AMI 4 2-Bedroom - 120 % AMI Workforce/Market Rate Housing – 40 Units – Phase 2 (within 3 years) 2 1-Bedroom - 60 % AMI 10 1-Bedroom - 80 % AMI 12 1-Bedroom - 120 % AMI 0 2-Bedroom - 30-50% AMI 2 2-Bedroom - 60 % AMI 6 2-Bedroom - 80 % AMI 8 2-Bedroom - 120 % AMI Senior Housing – 40 Units – Phase 3 (Occupancy within 6 years) 2 1-Bedroom - 30-50% AMI 6 1-Bedroom - 60 % AMI 8 1-Bedroom - 80 % AMI 4 1-Bedroom - 120 % AMI 3 2-Bedroom - 30-50% AMI 7 2-Bedroom - 60 % AMI 6 2-Bedroom - 80 % AMI 4 2-Bedroom - 120 % AMI

12.	**Scope and Details of Project/Project Design**	The Town shall review and approve the scope and details of the Project, including all plans for the Project, including Project Design, materials, and construction details at 30%, 60% and 90% completion and shall review any changes as proposed by the Developer.
13.	**Town Approval Rights**	No Town legal requirements shall be waived by the Town for the Project and the Developer shall proceed in accordance with all Town ordinances, codes and regulations. To the extent any zoning amendment is necessary to permit this Project to proceed, Developer shall apply for such zone change or text amendment. In addition, the Town shall have the right to approve: • Project Design • Project Schedule • Security for Project Completion • Major Project Changes • Town will act timely on all approvals
14.	**Payment and Performance Bonds**	Developer shall be obligated to post a payment and performance bond and/or Lease Guaranty, in form and substance acceptable to the Town, to guarantee timely payment and performance of its obligations under the LDA and Ground Lease, as applicable, and shall be in an amount satisfactory to the Town. The Performance Bond may take the form of payment and performance bond(s) or unconditional, irrevocable, clean letter of credit issued by a surety or commercial bank satisfactory to the Town. The Performance Bonds shall be posted with the Town upon execution of a Ground Lease.
15.	**Developer Responsibilities**	• Finalize Project design, subject to review and approval by the Town. • Seek and obtain all required permits and approvals. • Seek and obtain Project Construction financing. Developer shall be responsible for timely obtaining and repaying all public or private financing necessary for the Project at its own cost and risk and without recourse to Town. Developer has proposed several different methods for Project Financing including, but not limited to, those sources and uses identified in Attachment A15 hereto. After execution of this Project Term Sheet, Developer shall prepare and submit to Town a revised Project Budget, as an update to the preliminary project budget provided with Developer's proposal submitted in response to the RFP. • Construct Project in accordance with approved plans and schedule. • Operate and Maintain the Project in first class manner. If Project operation is through a Property Management Service, such service shall be experienced in the management of such a Project and the Town reserves the right to review and approve, in its sole discretion any such Property Management company. Note the LDA shall set forth the facility management, engineering, repairs and maintenance standards and schedules for maintenance of the Project, including capital repair and replacement of the equipment, structures, improvements and all other property constituting the Project in accordance with terms to be set forth in the LDA for such capital repairs and replacement. Developer shall be fully responsible for keeping the Project in good working order, condition and repair; and

		maintaining the aesthetic quality of the Project as originally constructed. • Pay taxes per PILOT Agreement. • Provide necessary financial and/or tax information to the Town to determine / confirm PILOT Payment Amounts.
16.	**Town Responsibilities**	• Provide the LDA detailing the provisions contained within this term sheet. • Provide Ground Lease or PSA that is representative of the terms that have been outlined herein. • Cooperate with Developer in seeking funding for environmental remediation. • Prepare the PILOT Agreement. • Provide an A-2 Survey. In the event the Town develops an A-2 Survey and provides for subdivision of the Property, Developer shall reimburse the Town for the cost of the survey at the time of the execution of the LDA.
17.	**Town Commitments to support housing development**	• The Town shall support the application for project based Housing Choice Vouchers in annual housing subsidies as provided through the US Department of Housing and Urban Development to support the development of affordable and workforce housing units. • The developer shall be required to comply with all local, Section 3 and wage requirements as required by the US Department of Housing and Urban Development.
18.	**Developer Financing**	• Developer shall be fully responsible for applying for and obtaining all financing for the Project, which include: . • Developer Equity. Deferral of developer fees, and engineering and environmental cost paid for by Developer are both contributions to Developer equity. • Traditional construction loan or conventional private financing from institutional lender. • DOH and CHFA financing pursued in cooperation with the Town.
19.	**Pilot Payment Obligations**	• PILOT payments shall be 10% of gross revenues for a period of 30 years. No PILOT payments for the first three years from the start of Initial Occupancy. Developer to provide to the Town its gross revenue projections for the entire length of the lease term. Upon the Town's acceptance of, and concurrence with, said revenue projections, they shall be made a part of the development or lease agreement between Developer and Town. • Developer to pay the requisite percentage of PROJECTED gross revenues for the prior calendar year bi-annually to the Town on or before the dates specified in its agreement with the Town. • Within 30 days of the Developer submitting its State and Federal Income Tax Returns, Developer shall provide to the Town Assessor the following information. Financials and Tax returns are not to be disclosed to third parties. o Summary pages of the Federal and State financial returns that state gross revenues for the development. o Developer's internally prepared income statements. o Owners affidavit stating that the information provided is accurate.

20.	**Ground Lease and/or PSA Closing Contingencies**	Conditions necessary to be satisfied for purposes of execution of the Ground Lease and/or the sale of the Property under the PSA include: • Receipt by Developer of all Approvals. • Town review and approval of final development plans. • Agreement on PILOT. • Developer has an approved Project Budget and has demonstrated that all funds have been secured and/or are available to fund the Project, including but not limited to financing for Project Development is in place and/or the Financial Closing will occur contemporaneously with execution of the Ground Lease and/or PSA, including any financing for environmental remediation. • All closing contingencies set forth in the LDA must be addressed prior to the execution of the Ground Lease or sale under the PSA.
21.	**Infrastructure improvements**	• Developer shall be responsible for any infrastructure improvements. • Sewer connection and hookup fees will not be waived by the Town and shall be paid by Developer.
22.	**Construction Schedule**	• The Construction Schedule shall be developed and set forth in the LDA.
23.	**Changes in Project**	The Town shall review and may approve any changes or deviations to the Project as will be set forth more particularly in the LDA, which approval is not to be unreasonably withheld. The Town reserves the right to review and approve the design and architectural features, materials, fixtures and equipment if the Project is subject to a Ground Lease.
24.	**Public Review and Input**	Developer shall attend all public meetings as required and to meet with community leaders and stakeholders as requested.
25.	**Board of Finance, Board of Selectmen and Town Meeting Approval**	The terms proposed herein are conditioned upon, and subject to, approval by the Town of Granby's Board of Finance, Board of Selectmen and Special Town Meeting. It will also require a referral to the Planning and Zoning Commission under CGS §8-24.
26.	**Use Restrictions and Covenants**	To be discussed We would likely have some restrictions on the land – and we will ask "how long will this development be held out as affordable? Is that term linked to the length of financing? We would like to explore placing permanent restrictions on AMI affordability
27.	**Assistance to Support Town of Granby Subcontractors Participation in the Project**	The developer shall support the active recruitment, engagement, and success of local Granby Contractors selected to do work on the Development. As part of this engagement the developer shall work with the Town's designated entity to post, inform and publish all contracting and employment opportunities created by the Development.
28.	**Community Benefits**	Developer, in good faith, shall make every effort to work with the Town Commission on Aging, and local commissions and organizations to advertise the available units to Town of Granby residents, in alignment with the Affirmative Fair Housing Marketing Plan. Town of Granby residents shall be given a priority to lease and occupy any available units. This obligation shall be a continuing obligation of the Developer and any successor developer and shall be set forth specifically in the LDA. Any

		successor of the Developer will assume all obligations associated with the Community Benefit requirements that have been established for the Project.
29.	**Living Wage**	Developer and its contractors will be subject to the Town's Living Wage Ordinance, to the extent it is in full force and effect as of the date of the LDA.
30.	**Amendment**	This Term Sheet includes terms and conditions that will form the basis for the LDA. Nothing herein precludes an amendment to this Project Term Sheet by the Partes as further information is developed by the Developer relative to the Project and the availability of the Project financing.
31.	**Execution**	This Project Term Sheet may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Project Term Sheet may be executed by means of electronic or digital signatures, including, without limitation, by means of DocuSign, and a signed copy of this Project Term Sheet delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Project Term Sheet.
32.	**Misc.**	Terms of the RFP if not set forth specifically in this Project Term Sheet are incorporated by reference. By way of example and not limitation, the non-discrimination and hold harmless, Insurance Requirements, Defense, Hold Harmless and Indemnification, and the Freedom of Information provisions set forth in Section VII of the RFP are fully incorporated herein and will be included as essential terms set forth in the LDA, PSA and/or Ground Lease.
33.	**Applicable Law**	Connecticut.
34.	**Confidentiality**	Each party recognizes and agrees that the Town is subject to the Freedom of Information provisions of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with this Term Sheet is subject to disclosure if required by law or otherwise.
35.	**Qualifications**	The Town may make any investigation deemed necessary to determine the ability of Developer to perform the Agreement as required. Developer shall furnish the Town with information reasonably required for this purpose.
36.	**Preparation and Costs**	The Developer shall be solely responsible for all of its costs and expenses associated with the preparation and/or submission of this Term Sheet, or incurred in connection with any negotiations or the development of any of the LDA, Ground Lease, PSA or its applications for permits or financing or any activity conducted by the Developer in furtherance of the Project. The Town shall have no responsibility or liability whatsoever for any of Developer's costs and expenses. Each Party shall be responsible for its own legal or administrative costs in negotiating, drafting and executing the Term Sheet and all agreements and activities set forth herein unless expressly set forth otherwise.
37.	**Exclusivity**	Upon execution of this Term Sheet, the Town and any individual or entity acting on its behalf shall terminate any and all negotiations or discussions with any other party, person, or entity relating to the RFP.

■ SIGNATURE PAGES FOLLOW

ATTORNEY CLIENT PRIVILEGE

Town of Granby

By: _____

Printed Name:

Title:

Dated: _____

By: _____

Printed Name: Rohan Freeman

Title: President & CEO

Dated: 8/29/26

GRANBY AMBULANCE ASSOCIATION, INC.

AND THE

TOWN OF GRANBY

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is entered into this 22nd day of September 2026 by and between the Town of Granby, a municipal corporation organized and existing under the laws of the State of Connecticut and having its territorial limits within the County of Hartford, (hereinafter "the Town"), and Granby Ambulance Association, Inc., a Connecticut nonstock, 501(c) 3 corporation having its principal office in the Town of Granby, County of Hartford, State of Connecticut (hereinafter "GAA").

1. Recital: Since 1963, GAA has provided emergency medical service (the "Services"), as defined herein, meeting the standards and requirements of the State Office of Emergency Medical Service ("OEMS") to the residents of the Town and other persons located in the Town requiring such services.

The Town and GAA have, over the years, entered into several agreements relating to the provision of such services.

Pursuant to Connecticut General Statutes Section 19a-175, and the regulations promulgated thereunder, GAA is the Primary Service Area Responder for the primary service area assignment (the "PSA") by the Connecticut Department of Public Health, which includes the Town of Granby. GAA's PSA also currently includes East Granby and East Hartland.

This document replaces and supersedes all prior agreements and memoranda of understanding between the Town and GAA.

2. Term: The initial term of this Agreement shall commence on September 22, 2026 ("the Effective Date"), retroactive to July 1, 2026 and shall continue until June 30, 2031 subject to earlier termination or to extension as provided for hereinafter. After the initial term, the term of this Agreement shall automatically renew each year as of June 30th, unless either party provides the other party notice of its intent not to renew at least 90 days prior to the June 30th renewal date. Any renewals shall be on the same terms and conditions as are provided for herein, except as may be modified and agreed to in writing by both parties, with at least thirty (30) days advance notice.

The Town may terminate this Agreement immediately for cause if GAA has its licenses or permits permanently revoked such that it may no longer provide the Services required to be provided by it hereunder. The Town may further terminate this Agreement immediately if GAA is formally dissolved.

The Town or GAA may terminate this Agreement if the other is in default of any material term or condition of this Agreement. In the case of such default, the non-defaulting party may terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party. Such notice shall contain a detailed explanation of the alleged default by the defaulting party. Termination of this Agreement under this paragraph shall be effective at the expiration of such thirty (30) day period, unless the defaulting party has cured the default to the reasonable satisfaction of the non-defaulting party.

In the event this Agreement is terminated as provided herein, GAA shall cooperate with the Town, OEMS and the Connecticut Department of Public Health in order for the Town to meet its regulatory obligations to provide emergency medical services

Notwithstanding the foregoing, either party may terminate this Agreement, without cause, upon at least 180 days prior written notice to the other party, understanding that GAA currently holds the PSA for Granby, East Granby, and East Hartland. Further, in the event of a material change in state law with respect to the manner in which emergency medical services are provided, reimbursed, contracted for or regulated, the parties agree that they shall negotiate in good faith any amendments to this Agreement as may be made necessary as a result of any such changes.

3. Obligations of GAA:

A. Services. (i) Primary Provider. GAA shall be the primary provider of Services meeting the standards and requirements of the OEMS to the Town, its residents, and persons within the Town who may require such Services. It is the intent that, unless otherwise provided for herein, GAA shall be the exclusive provider of Basic and/or Advanced Life Support Services within the geographic limits of the Town of Granby, unless GAA is not available to respond in a timely manner.

The Services shall include the following:

(a) Basic and Advanced Life Support Services. GAA shall, throughout the term of this Agreement, provide Basic and/or Advanced Life Support (BLS and ALS) services for all 911 emergency calls in accordance with GAA's Certificate of Operation and the terms of this agreement.

(b) Integration of First Responders/Disaster Assistance. GAA will respond in accordance with its responsibilities to any and all requests by the Town or its agencies as per standard dispatch protocols and in accordance with the terms of this agreement.

B. Responsibilities.

(i) Qualifications. GAA shall, at all times during the term of this Agreement and renewals of this Agreement, remain qualified in Connecticut to provide the Services, maintain all necessary certifications for its ambulances and equipment from the State of Connecticut, and shall maintain all other licenses, registrations, and certificates necessary to provide the Services (collectively, the "Licenses"). GAA shall submit to the Town copies of its Certificate of Operation and shall submit to the Town any update, modification, or renewal of its Certificate.

(ii) Volunteer Personnel. GAA shall furnish to the Town a roster of all GAA volunteer personnel who provide the Services hereunder. Such roster shall set forth the names and number of hours volunteered by each person. GAA shall provide updated rosters annually or whenever requested by the Town.

(iii) 911 Communication Systems. GAA has, and shall maintain all GM-owned equipment throughout this Agreement, the capability to communicate with agencies within the Town via the approved 911 emergency communication system. GAA. and the Town shall establish and maintain 911 dispatch and communication protocols, reviewed and adapted to current standards and practices on an annual or as needed basis. GAA shall have and

maintain appropriate communications equipment in all of its ambulances, and elsewhere as may be necessary to perform the Services. The Town has provided GAA with certain communications equipment, identified in Exhibit A. GAA shall maintain such equipment in accordance with the manufacturer's recommendations and other applicable standards. In the event this Agreement is terminated, or GAA ceases providing the Services for any other reason, such equipment shall be returned to the Town.

(iv) Meetings. GAA shall meet and communicate with representatives of the Town on a regular basis to discuss and resolve operational and other issues relating to the provision of the Services. Such meetings shall occur annually or more frequently as may be requested by GAA or the Town and within a reasonable time but no less than seven (7) calendar days of written notification of such request. Unless otherwise agreed, GAA shall have a representative present during Emergency Management Training sessions and during an officially declared state or town emergency.

(v) Ambulances and Equipment. GAA shall be responsible for maintaining its ambulances, all vehicles, equipment, and supplies as prescribed by applicable law.

(vi) Mutual Aid. GAA will participate in mutual aid agreements with other emergency ambulance agencies. Aid to be provided within the Town of Granby under such agreements will be medically equivalent to the Services provided by GAA. The Town acknowledges and understands that GAA will be responding with mutual aid to the surrounding towns in which GAA has mutual aid agreements.

(vii) Insurance. GAA shall procure, pay for, and maintain in full force and effect, at all times during the term of this Agreement and any renewal thereof, sufficient policies of insurance. GAA agrees to provide the Town with certificates or evidence of the existence of the insurance policies upon the execution of this Agreement and annually thereafter upon renewal.

(viii) Audited Financial Statements. GAA shall provide the Town with a copy of its audited financial statements when available during the term of this Agreement. Such audited statements shall be in a form mutually acceptable to GAA and the Town.

(ix) Medical Training. GAA shall provide cardiopulmonary resuscitation (CPR), first aid and Stop the Bleed training for Town employees on an as requested basis. GAA will make every attempt to accommodate training requests within a reasonable timeframe at GAA's Granby station. Training may be for certification on non-certification purposes, in a classroom or hybrid format.

(x) Board of Directors. GAA shall ensure that a majority of the voting members of its Board of Directors are residents of the Town.

(xi) Reporting. GAA shall submit semi-annual operating reports to the Town, before January 15 and July 15 of each year, Such reports shall contain:

1) A summary of GAA's operations for the past 6 months.

2) A financial report in sufficient detail to allow the Town to monitor compliance with this Agreement. Such financial report shall include a statement of accounts comparing actual to budgeted/projected revenues and expenses.

3) Such other information as GAA or the Town deem appropriate.

(xii) Certain Financial Practices. GAA shall:

1) Implement commercially appropriate practices to maximize its collection rates for all billed services, regardless of the recipient of such services.

2) Apply, at least annually, to the appropriate regulatory authorities for authorization to maximize the amount GAA charges for all billed services.

3) Analyze, at least annually, a proposal to increase fees charged by GAA to other towns in the PSA, and to report annually to the Town the outcome of such analysis.

4) Annually provide the Town with a capital plan that shows expected expenditures for ambulances, equipment and other capital needs for the next ten years. Such plan shall show, for each expenditure, the year it is expected and an estimated amount.

5) Maintain a sufficient balance in its endowment fund to cover at least the first three years of expected expenditures in the annual capital plan required by subsection 4 of this section.

6) To the extent possible, restrict the use of its endowment fund and all investment earnings and charitable contributions to the purchase of capital needs identified in the plan required by subsection 4 of this section.

4. Obligations of the Town:

(i) Primary Provider. The Town, except as otherwise outlined in these specifications, shall cooperate with GAA as the primary provider of the Services within the Town as set forth in this Agreement.

(ii) CMED. The Town will continue to contract with and pay for North Central CMED for medical dispatch services, or a similar provider, as required by applicable state law.

(iii) Grants. The Town agrees to cooperate with GAA in its application for any and all grants that may be available for the enhancement of ambulance services within the Town/region; provided, however, this shall be at no current or on-going cost to the Town.

(iv) Dispatch Services. The Town and GAA will work cooperatively to study the cost and allocation methodology of providing dispatch services.

(v) Annual Stipend. Subject to appropriation through the ordinary town budgeting processes, the Town shall pay GAA an annual stipend, based on a July 1 to June 30 fiscal year, in an amount not to exceed $80,000 payable in quarterly increments of $20,000, within thirty (30) days of receipt of GAA's invoice. GAA will invoice the Town on the first day of each quarter: July 1, October 1, January 1 and April 1. If the Agreement starts on a date that is other than the first day of a fiscal quarter, GAA will bill the Town pro-rata for the remaining term of the fiscal quarter. The payment of the stipend shall not be subject to the payment of any amounts

owed to the Town by GAA. Effective after the first year of this Agreement, and for each year thereafter, the parties may mutually agree to an increase in such annual stipend.

(vi) Fuel. The Town shall make fuel available for GAA's vehicles at its fuel depots within the Town on a fully reimbursable basis billed quarterly by the Town to GAA. The Town will establish a procedure by which GAA will maintain a separate log for the fuel, including date and gallons of fuel dispensed for audit purposes.

(vii) Worker's Compensation Coverage for GAA Volunteers. The Town acknowledges and confirms that GAA is a certified emergency medical service agency with volunteers and that pursuant to Section 7-314a of the Connecticut General Statutes, active volunteers of GAA shall be construed to be employees of the Town while in training or engaged in emergency service work and shall be subject to the jurisdiction of the Workers' Compensation Commission and shall be compensated in accordance with the provisions of chapter 568 of the Connecticut General Statutes for death, disability or injury incurred while in training for or engaged in emergency service work for GAA.

(viii) Tax Abatement. Subject to future changes in the law or in applicable ordinances, the Town will provide a $2,000.00 per year tax abatement for all volunteers of GAA who reside in Granby and who meet the requirements as provided by GAA to the Town.

5. General Provisions:

(i) Cross Indemnity.

a. GAA shall defend, hold harmless, and indemnify the Town, their boards, officers, and employees from any and all claims of liability, arising directly or indirectly from GAA's performance or non-performance under this Agreement, including their reasonable attorney's fees.

b. The Town shall defend, hold harmless and indemnify GAA, their boards, officers and employees from any and all claims of liability, arising directly or indirectly from Town's performance or non-performance under this Agreement, including their reasonable attorney's fees.

c. The indemnity provisions contained herein shall survive the termination of this Agreement but shall only apply to acts or omissions occurring during the term of the Agreement.

(ii) Independent Contractor. The parties acknowledge and confirm that they are independent contracting parties. Nothing in this Agreement shall be construed to create a principal-agent relationship, employer-employee relationship or joint venture between GAA and the Town.

(iii) Radio Frequency Use Agreement. The parties acknowledge that both of them have joined in an agreement with the North Central Connecticut Emergency Medical Services Council, Inc., entitled "North Central Connecticut CMED and EMO System Radio Frequency Use Agreement." The parties agree that each party will perform its obligations

under the aforesaid agreement to the best of its abilities. Notwithstanding the foregoing, the Town will pay all fees for GAA for the North Central CMED Services.

(iv) Disputes. In the event any disagreements or disputes arise relating to any of the terms or provisions of this Agreement, the Town and GAA, through their chief executive officers, shall meet promptly to attempt to resolve any such disputes or disagreements. If the officers are unable to reach a resolution, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute, including the filing of a civil action.

Any party to the dispute may give written notice to the other party of its desire to commence mediation, and a mediation session must take place within thirty [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

If, after mediation, the parties have not reached a resolution of their dispute, either party may pursue any other available remedies, including the filing of a civil action in a court of competent jurisdiction.

(v) Savings Clause. If any provision in this Agreement is deemed to be invalid, void, or unenforceable, the remaining provisions will, nevertheless, continue in full force without being impaired or invalidated in any way. Should any law exist, be enacted or amended that requires a provision in this Agreement that is not presently recited herein, then such provision shall be deemed to be incorporated herein and this agreement shall be accordingly amended as of this date or as of the effective date of the enactment or amendment to the law, as applicable.

(vi) Notices. All notices, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand, Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, to:

President
Granby Ambulance Association, Inc.
1 Pegville Road
Granby, CT 6035

With a copy to:

Padric Noonan
Robert Noonan & Associates
97 North Main Street

Southington, CT 06489
padricnoonan@robertnoonan.com

Town Manager
Town of Granby
Town Hall
15 North Granby Road
Granby, CT 06035

With a copy to:

Richard P. Roberts
Halloran & Sage LLP
One Goodwin Square
Hartford, CT 06103

or at such other addresses as they may designate by notice given hereunder.

(vii) Further Assurances. In connection with the performance contemplated by this agreement of each of the parties, the parties agree to execute and deliver such further instruments, and to take such further actions, as may be reasonably necessary or proper for either party to effectuate and carry out their obligations hereunder.

(viii) Rights and Remedies Not Exclusive. All rights and remedies herein conferred shall be in addition to, and not exclusive of, any and all other rights or remedies now or hereafter existing at law or equity.

(ix) Changes Must Be In Writing. This agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular unless the same shall be in writing signed by both parties.

(x) Governing Law . This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

(xi) Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(xii) Authority of Signatory to Bind Principal. Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered.

(xiii) Assignment. Nothing contained in this Agreement shall be construed to permit the assignment or delegation by either party of any obligations or rights hereunder, without the prior written consent of the other party.

(xiv) Filing of Agreement. A copy of this Agreement and any amendments, here to, shall be maintained in the office of the Town Clerk of the Town.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

TOWN OF GRANBY

_____ Date:_____
Michael P. Walsh, Town Manager

GRANBY AMBULANCE ASSOCIATION, INC.

_____ Date:_____

TOWN OF GRANBY

MEMORANDUM **DATE:** September 10, 2026

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager

REGARDING: **Town Manager's Report as of August 31, 2026**

Please accept the attached summary of departmental activities through the month of August, 2026 for the following departments: Finance, Assessor, Tax Collector, Town Clerk, Library, Police, and the Registrar of Voters. Departments not listed above will submit their activity report in late September for inclusion in the October 5, 2026 Board of Selectmen meeting report.

Finance, Tax Office, Assessors Office

- Closed the fiscal year 2026 and prepared for the audit fieldwork set for August 24, 2026.
- Attended the CCM Women in Government Summit.
- Recommended changes to the draft Purchasing Policy to the Town Manager.
- Met with the State to close out the Moosehorn Bridge project and reconciled.
- Created forms and OPEB/Pension analysis reports for the Pension Committee Meeting.
- Reconciled the Dog Fund and prepared the Dog Fund Report for State reporting.
- Reviewed and signed the HRA Plan renewal with the ABS.
- Tax Bills were mailed for real estate, personal property, and motor vehicles. Started collection of real estate, personal property, and motor vehicle tax bills on July 1, 2026 received by mail, online, in person, through lockbox, and the drop box
- Balancing work for June/July 2026
- Continued collection efforts on delinquent accounts, including issuing delinquent notices and processing DMV registration holds and releases
- Started preparing documents for the annual audit process
- Recorded and transferred deeds, probate certificates, foreclosure documents, name changes, and other property-related information received from the Town Clerk's Office.
- Verified and processed all recorded real estate sales.
- Prorated, measured, listed, and valued new construction; issued prorated tax bills.
- Received, processed, and inspected building permits from the Building Department.
- Measured, listed, and valued property improvements, including additions, decks, pools, barns, new homes, apartments, and central air conditioning.
- Submitted State reports to ensure the Town receives all applicable reimbursements.
- Received, recorded, and applied Veterans, Blind, Disability, and other exemptions.
- Continued preparing and providing year-end reports for the Tax Collector and updating ownership records and files for real estate transfers to help ensure tax bills are issued to the appropriate current property owners.

Town Clerk

- Primary Election Preparation: Completed preparations for the August 11 Democratic Primary, including election materials, legal notices, warnings, and statutory processes.
- Election Administration & Compliance: Continued review of election procedures to ensure compliance with state requirements and preparation for election-related activities.
- Professional Development: Participated in Secretary of the State training on nominating petitions and Democratic Primary procedures; training vault security and preparedness.
- Future Leaders Summer Internship: Hosted a high school student, providing hands-on experience in municipal government, records management, land records, elections, customer service, and community engagement.
- Historic Preservation Grant: Received approval from the State Records Administration for the Town's Historic Preservation Grant. Funding will support the purchase of specialized records storage for the preservation of election returns.
- Emergency Records Preservation Plan: Developed a draft Emergency Preparedness Plan addressing the protection and preservation of Town records, record books, vital records, and other key operational materials in the event of an emergency or loss.
- FY 2026–2027 Work Plan: Completed and submitted the Department's FY 2026–2027 Annual Work Plan, establishing priorities and initiatives for the coming fiscal year.
- Annual eCode Codification: Initiated the annual codification process by distributing a memo to department heads requesting review and submission of new ordinances requiring incorporation into the Town Code.
- Records Management & Preservation: Completed the microfilming project for 13 Land Record Books and replaced outdated Grantor/Grantee binders with 26 new, engraved indexing binders, improving organization, accessibility, and preservation of the records.
- Staff Training & Office Efficiency: Continued internal staff training focused on improving efficiency, consistency, cross-training, and the delivery of services.

Library

- This year's summer reading program, "Plant a Seed, Read" was a big hit! Over 150 adult and teen participants and more than 500 child participants. Over 107 programs throughout the course of 10 weeks with more than 1,300 program participants.
- The Friends of the Granby Public Libraries held their annual used book sale, and it was an outstanding success. They raised a total of $13,362.30, a big increase from last year's total of $11,912.51. Over 50 volunteers worked tirelessly throughout the months of June and July to make it happen. Thank you to the FOGPL members and volunteers!
- Valley Restoration will begin the exterior restoration work on Cossitt Library.

Police Department

Human Resources, Training and Community Outreach, Projects

- Offered an applicant a conditional offer of employment for Part Time Dispatcher
- Andy Dzierzgowski was promoted to Sergeant
- SRO Dufresne attended weeklong Active Threat Response Training.
- Undergoing tri-annual State COLLECT audit
- Assisted Saint Therea's Church with security check
- Held 3-day First Responders Camp. Police Fire and Ambulance participated. Officer Abalan did an outstanding job!

Crime/Noteworthy Items

- Erratic driving complaint led to DWI, explosive (firework) arrest and Hartford Bomb Squad took custody of explosives
- Celebrate 250 parade and activities took place with no major incidents
- DMHAS, along with Detective Macaulay completed compliance checks at vape stores, three stores, Grape Ape, Inhale Smoke and Vape, and United Citgo were in violation for selling to minors. Appropriately charged.

- Officer Mui and Officer Kupchik took part at Law Enforcement Day at Camp Courant, which provides a free summer experience for children since 1894.
- Fatal car verse motorcycle accident on Route 189 North Central Accident Reconstruction team responded and are investigating with GPD. Life Star responded.
- Ofc. Deloy participated in a community support event at the State's Attorney Office for a child with cancer

Registrar of Voters

- The Democratic Primary was the main event for the Registrars' office in August, with Early Voting from August 3 – August 9 and Primary Day August 11 from 6 am – 8 pm (78 hours of voting in total).
- Breaking down how Granby Democrats participated:
    - 367 voters participated in Early Voting from August 3 - August 9
    - Voters returned 37 Absentee Ballots
    - 547 people voted at the polls on Primary Day.
    - The grand total of 951 voters equals 38.7% of eligible Democrats in Granby. This compares with the Statewide average of just over 23%.
- Delivered the detailed data to the Town's Clerk's office and the State, as well as manually entering who voted into the CT Voter Registration System.
- The administrative policy defining the procedures for electioneering at polling locations was adopted by the Board of Selectmen at their August 3 meeting.
- This month also included organizing archived papers, ballots, etc that will ready for the next shredding event on September 29. We expect to have permission from the State to shred 10+ boxes of material, most of which currently is stored in the Town Clerk's vault.
- Laura, Paul, and Bob organized a presentation to The Civita Care Meadowview nursing home on August 24. The topic was "The importance of voting for wellness", to coordinate with their month-long wellness theme. About 15 residents and 5 staff members attended.
- Our contribution to the Annual Report / Calendar is due on September 1.

Please let me know if you have any questions on the aforementioned summary. Thank you.

TOWN OF GRANBY

MEMORANDUM **DATE**: September 10, 2026

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Town Manager

REGARDING: **Town Manager's Project Update Report**

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

Town Manager's Commentary on Projects/Noteworthy Items

- Related to the Public Building and Capital Project Committee Meeting (PBCPC)
  - Worked with the subcommittee to short list six firms to interview
  - Worked with the chair, compiled an agenda/background materials for 9/9
  - Worked with the chair, set up a Special Meeting for 9/16 to handle interviews
  - Communicated with five firms not invited back thanking them for their interest
  - Communicated with the six selected firms for the "Run of Show" on 9/16
- Related to the Intra-Board Advisory Committee (IBAC)
  - Worked with the members, compiled an agenda/background materials for 9/14
  - Secured an engagement letter to execute from CLA
  - Made a funding recommendation for the Town's share of the CLA contract
  - Met with Titan and have materials to present on solar and building envelopes
- The weekly Radio Communication Project meeting made steady progress and a completion in the later part of 2026 is still expected; working on several tower issues
- Kearns School – terms sheet executed by 7Summitts – to the Board of Selectmen for approval so the developer can explore grants and loans to arrive at financial viability
- The Finance Director will meet monthly with large departments and quarterly with smaller departments on budget activity and to align more closely on financial issues
- Preliminary sewer ordinance edits from the attorney will be shared with the BOS
- On 9/15, Granby Ambulance will review the updated Town and GAA operating agreement which will be sent along to the BOS for final approval
- The engineering work on the STEAP Grant II project is nearing completion for bidding
- E-Bikes we banned from operation within Town Parks for safety reasons
- A draft capital equipment funding timeline was produced for the LAFD and provided to Chief Weber for his review
- The Town's Public Works Director posting has been advertised and applications have been received. Interviews to short list three candidates will be held soon.

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

TOWN OF GRANBY

MEMORANDUM **DATE:** September 16, 2026

TO: The Granby Board of Selectmen
The Granby Board of Finance

FROM: Kimi Cheng, Director of Finance

REGARDING: **August 2026 Budget Operations Report**

Financial Highlights

Revenues
Tax Collections:
As of August 31, 2026, total tax collections remained consistent with prior years, with 57% of the budget collected, compared to 56% at the same time last year. Each 1% of the current tax levy budget represents approximately $471K in tax revenue.

Short-Term Investment Fund (STIF):
As of September 14 2026, the daily rate was 3.75%, and the 7-day yield was 3.75%. Interest earned from the STIF account was approximately $63K.

Expenditures
As of August 31, 2026, total General Fund expenditures were at 38%, compared to 38% for the same period last year.

Public Works Department (DPW) Overtime:
As of August 31, 2026, year-to-month DPW overtime expenditures totaled $10,748.46, representing an increase of $3,880.26 or 56.50%, compared with $6,868.20 for the same period in the prior fiscal year. DPW overtime expenditures for August 2026 totaled $4,909.51, an increase of $854.48, or 21.07%, compared with $4,055.03 in August of the prior year.

Year-to-month spending trends and the percentage of the budget utilized are detailed in the tables below, by month and by fiscal year.

Yr-To-Month	Jul	Aug
FY25	1,255.59	8,666.47
FY26	2,813.17	6,868.20
FY27	5,838.95	10,748.46

% to budget	Jul	Aug
FY25	1.00%	6.93%
FY26	2.25%	5.49%
FY27	4.28%	7.88%

Police Department (PD) Overtime:
As of August 31, 2026, year-to-month PD overtime expenditures totaled $30,030.88, representing a decrease of $2,744.95 or 8.37%, compared with $32,775.83 for the same period in the prior fiscal year. PD overtime expenditures for August 2026 totaled $20,966.09, a decrease of $1,098.62, or 4.98%, compared with $22,064.71 in August of the prior year.

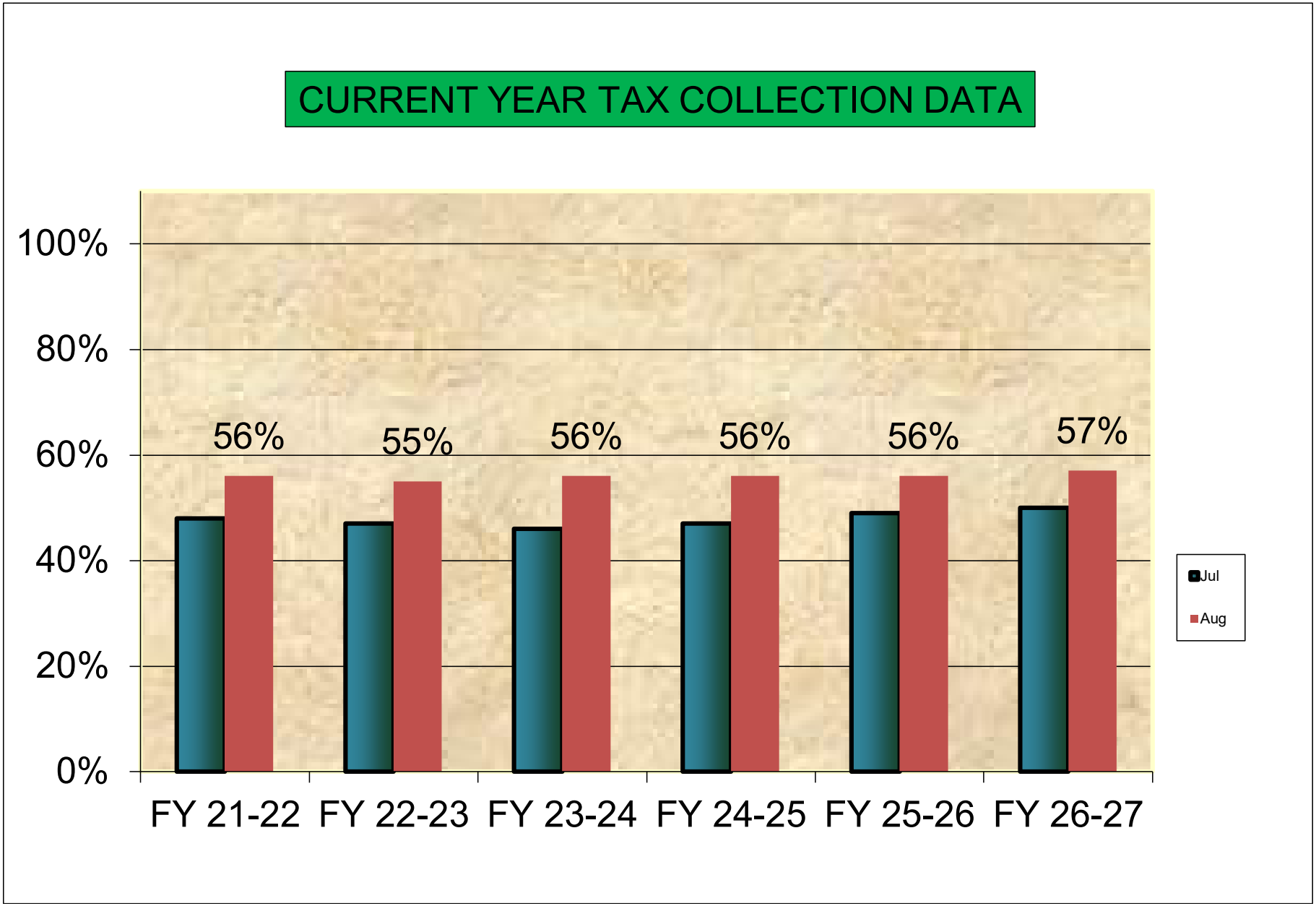
Year-to-month spending trends and the percentage of the budget utilized are detailed in the tables below, by month and by fiscal year.

Yr-To-Month	**Jul**	**Aug**
FY25	12,783.39	28,549.25
FY26	10,711.12	32,775.83
FY27	9,064.79	30,030.88

% to budget	**Jul**	**Aug**
FY25	8.52%	19.03%
FY26	5.24%	16.04%
FY27	3.86%	12.78%



BUDGET OPERATIONS
AUGUST 2026


CURRENT YEAR TAX COLLECTION DATA
100%
80%
60%
40%
20%
0%
56%
55%
56%
56%
56%
57%
FY 21-22
FY 22-23
FY 23-24
FY 24-25
FY 25-26
FY 26-27
Jul
Aug

TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
AUGUST 2026

	DESCRIPTION	ADJUSTED BUDGET	REVENUE RECEIVED	BAL DUE {EXCESS}	% REC'D	REMARKS	Aug 25 % REC'D	Jul 26 % REC'D
41010	Current Year Taxes	47,097,854	26,982,807	20,115,047	57%	Pymts. Due - July & Jan.	56%	50%
41020	Prior Years Taxes	210,000	49,357	160,643	24%		28%	10%
41040	Interest & Liens	130,000	24,496	105,504	19%		19%	7%
41060	Auto Supplement	400,000	10,032	389,968	3%	Billed - December	3%	1%
	Property Taxes	**47,837,854**	**27,066,693**	**20,771,161**	**57%**		**55%**	**49%**
43170	Spec Ed / Excess	905,000	0	905,000	0%	Pymts. Due - Feb. 75% - June Bal.	0%	0%
43200	Educ Cost Sharing	5,647,238	0	5,647,238	0%	Pymts. Due - Oct. 25% - Jan. 25% - Apr. Bal.	0%	0%
43590	Tuition - Other Towns	1,539,432	0	1,539,432	0%	School Bills for Activity	0%	0%
43591	B.E.A.R. TRANS. ACAD. TUITION	104,527	0	104,527	0%		0%	0%
43592	GRANBY ALTERNATIVE PROGRAM (GAP)	120,000	0	120,000	0%		N/A	0%
	State Education Total	**8,316,197**	**0**	**8,316,197**	**0%**		**0%**	**0%**
43110	Veterans Exempt GT	2,500	0	2,500	0%	By Assessor Appl. in Aug but rec Pymt. in Dec.	0%	0%
43120	Misc - State	35,332	555	34,777	2%	MV Violations Fees	1%	2%
43130	Telecommunications	13,000	0	13,000	0%	Pymt. Due - April	0%	0%
43140	State Revenue Sharing	0	0	0	N/A		N/A	N/A
43310	Tiered Pilot	10,618	0	10,618	0%	Pymt. Due Oct.	0%	0%
43320	SS Dist Tax Relief	1,800	0	1,800	0%	Pymt. Due - Dec.	0%	0%
43380	MRSA Motor Vehicle	245,632	245,632	0	100%		100%	100%
	State Municipal Total	**308,882**	**246,187**	**62,695**	**80%**		**60%**	**80%**
	Intergovernmental Revenue	**8,625,079**	**246,187**	**8,378,892**	**3%**		**1%**	**3%**
43615	Town Clerk Fees	220,000	68,204	151,796	31%	Statutory Collections	25%	9%
43620	Planning & Zoning	3,000	606	2,394	20%	Application Permit Fees	13%	13%
43630	Zoning Bd of Appeals	1,010	202	808	20%	Application Permit Fees	40%	0%
43640	Building Permits	150,000	85,951	64,049	57%	Building Permit Fees.	34%	22%
43660	Inland Wetlands	4,000	945	3,055	24%	Permit/Appl. Fees	11%	23%
43670	Short Term Investments	350,000	103,875	246,125	30%	Quarterly reallocation to various funds	33%	8%

TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
AUGUST 2026

43680	Rents	18,800	2,000	16,800	11%	Drummer/GLT/Farmhouse/Acreage/School Rental	12%	5%
43700	Snow Plow & Grading	11,000	0	11,000	0%	Private Roads	0%	0%
43710	Photocopying	100	1	99	1%		51%	0%
43715	Open Farm Day	2,500	500	2,000	20%		40%	0%
43740	Dispatch Services	16,580	0	16,580	0%	Police Bill For Dispatch Services	100%	0%
43745	Hay Rentals	40,802	0	40,802	0%	Northern Valley Farms	0%	0%
43760	Library	3,000	556	2,444	19%	Book Fines	22%	15%
43770	Contract - Bldg. Inspection	14,000	3,500	10,500	25%	Bldg. Dept. Bills Qtrly For Services	0%	25%
43790	Driveway Permits	1,000	750	250	75%	New Const. Activity	15%	30%
43800	Police Photo/Lic/Permits	11,000	1,483	9,517	13%		8%	7%
43840	Returned Check Fee	100	0	100	0%		0%	0%
43990	Pay For Participation	42,000	0	42,000	0%	Received from BOE	0%	0%
46038	Miscellaneous	35,000	240	34,760	1%	CIRMA rebate; Interfund loans interests	71%	0%
46240	Communication Fees	44,988	9,498	35,490	21%		21%	11%
	Local Departmental Revenues Total	**968,880**	**278,310**	**690,570**	**29%**		**29%**	**9%**
43950	Transfer-in Fund Bal.	1,925,000	1,925,000	0	100%	By Transfer	100%	100%
43955	Additional Appropriations	455,539	455,539	0	0%		0%	0%
49720	FOX FUND TRANSFER	60,000	0	60,000	0%		N/A	0%
	Transfers In Total	**2,440,539**	**2,380,539**	**60,000**	**98%**		**100%**	**98%**
	Local Dept. Rev. & Transfer In Total	**3,409,419**	**2,658,849**	**750,570**	**78%**		**77%**	**73%**
	General Fund Revenues	**59,872,352**	**29,971,729**	**29,900,623**	**50%**		**49%**	**44%**

TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
AUGUST 2026

ACCT. #	DESCRIPTION	ADJUSTED BUDGET	EXPENSED	ENCUMBERED	UNENCUMBERED ALLOTMENT	% EXP.	REMARKS	Aug 25 % REC'D	Jul 26 % REC'D
1001	General Administration	326,680	44,691	250,370	31,618	90%		95%	90%
1003	Legal Services	40,000	152	29,848	10,000	75%		64%	75%
1005	Fringe Benefits	3,094,007	1,987,363	96,751	1,009,893	67%		78%	65%
1007	Town Clerk Operations	188,672	19,683	121,302	47,688	75%		74%	74%
1009	Probate	6,411	6,411	0	0	100%		100%	0%
1011	Contingency & Reserve	88,500	246	4,704	83,550	6%		15%	5%
1013	Election Services	85,082	13,832	4,977	66,272	22%		9%	8%
1015	Boards, Reg. Prog, & Staff Dev.	65,309	13,561	35,884	15,865	76%		77%	55%
1017	Revenue Collections	145,081	23,952	73,044	48,085	67%	released one PT Tax Clerk PR	95%	77%
1019	Property Assessment	237,514	37,251	169,697	30,566	87%		90%	87%
1021	Finance Management	487,333	97,802	310,431	79,099	84%		89%	82%
1023	Insurance	356,493	96,878	238,041	21,574	94%		94%	94%
1031	Community Development	159,873	22,975	127,292	9,606	94%		94%	94%
1033	Human Resources	133,181	13,623	74,762	44,796	66%		66%	66%
1035	Technology	220,086	25,874	90,617	103,595	53%		49%	52%
	General Government	**5,634,222**	**2,404,294**	**1,627,721**	**1,602,207**	**72%**		**79%**	**70%**
2001	Building Inspection	207,723	24,254	177,543	5,927	97%		97%	97%
2003	Fire Prevention	426,780	5,692	377,878	43,211	90%		98%	89%
2005	Emergency Management	13,718	11,168	0	2,550	81%		82%	81%
2007	Health Services	250,711	103,021	147,691	0	100%		100%	83%
2009	Police Dept Administration	442,633	81,880	347,998	12,755	97%		99%	96%
2011	Police Oper. & Communications	2,500,593	306,513	1,663,283	530,797	79%		78%	77%
	Pers. & Prop. Protection	**3,842,158**	**532,527**	**2,714,392**	**595,239**	**85%**		**85%**	**82%**
3003	General & Equipment Maint.	3,796,875	462,913	2,400,058	933,904	75%		82%	75%
3011	Planning & Engineering	42,000	2,248	21,753	18,000	57%		100%	0%
	Public Works & Env.	**3,838,875**	**465,160**	**2,421,811**	**951,904**	**75%**		**82%**	**75%**

TOWN OF GRANBY
BUDGET OPERATIONS SUMMARY
AUGUST 2026

4001	Library Services	724,630	119,315	396,901	208,415	71%		70%	68%
4003	Social-Senior-Youth-Services	436,921	52,119	270,579	114,223	74%		63%	73%
4009	Community Support	2,500	0	0	2,500	0%		0%	0%
	Lib., Rec., & Soc. Services	**1,164,051**	**171,434**	**667,480**	**325,138**	**72%**		**67%**	**69%**
6001	Capital Improvement	3,152,000	2,740,832	0	411,168	87%		81%	87%
7001	Debt Service	1,234,073	387,661	0	846,412	31%	Payable in Jul/Aug & Jan/Feb	20%	28%
	Capital & Debt Service	**4,386,073**	**3,128,493**	**0**	**1,257,580**	**71%**		**56%**	**70%**
	Town Section	**18,865,379**	**6,701,908**	**7,431,403**	**4,732,068**	**75%**		**75%**	**73%**
8001	Board of Education	40,391,434	8,272,868	0	32,118,566	20%		21%	16%
	Board of Education	**40,391,434**	**8,272,868**	**0**	**32,118,566**	**20%**		**21%**	**16%**
9001	Transfer to OPEB Trust Fund	615,539	615,539	0	0	100%		N/A	100%
	Transfer	**615,539**	**615,539**	**0**	**0**	**100%**		N/A	**100%**
	General Fund Expenses	**59,872,352**	**15,590,315**	**7,431,403**	**36,850,634**	**38%**		**38%**	**35%**