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2 JOINT HEARING BETWEEN

3 WEST HARTFORD TOWN COUNCIL

4 AND

5 WEST HARTFORD TOWN PLAN AND ZONING COMMISSION

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10 VOLUME 3

11 JUNE 16, 2004

12 West Hartford Town Hall

13 50 South Main Street

14 West Hartford, Connecticut

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23 Reporter: Sandra V. Semevolos, RMR, CRR, LSR #00074

24 Brandon Smith Reporting Service

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04-06-16

1 A P P E A R A N C E S:

2 For Blue Back Square Development:

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Hartford, Connecticut 06103-3499

9 BY: JOSEPH L. HAMMER, ESQ.

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For the Town:

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13 TOWN OF WEST HARTFORD
50 South Main Street
West Hartford, Connecticut 06107-2431
14 (860) 523-3171

15 BY: JOSEPH O' BRIEN, ESQ.
16 Corporation Counsel
PATRICK G. ALAIR, ESQ.
17 Deputy Corporation Counsel

18

Present for Town Council:

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20 Jonathan A. Harris, Mayor
Scott Slifka
21 Joseph Verrengia
Barbara Carpenter
22 Kevin M. Connors
Charles T. Coursey
23 Maureen K. McClay
Art Spada
24 Carolyn Thornberry
Timothy Brennan

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A P P E A R A N C E S (Continued)

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Present for Town Plan and Zoning Commission:
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3 Tanya Meck, Chairperson
4 David Brown
Leon Daviddoff
5 John Begley
Booker T. DeVaughn
6 Theodore M. Doolittle
Jeffrey Daniels
7

8 Also Present:

9 Barry Feldman, Town Manager
Norma Cronin, Town Clerk
10 Mila Limson, Town Planner
Dave Kraus, Town Engineer
11 Ronald R. Van Winkle, Dir. of Community Services
Jim Francis, Finance Director
12 Richard Hughes, Chairman, DRAC

13 Richard Heapes, Partner
Street-Works, LLC
14 Development and Consulting Group
30 Glenn Street
15 White Plains, New York 10603

16 John D. Plante, PE
Eric D. Henry, LEP
17 Langan Engineering and Environmental Services
555 Long Wharf Drive
18 New Haven, Connecticut 06511

19 Norm Goldman, Principal
Desman Associates
20 80 Scott Swamp Road
Suite 201
21 Farmington, Connecticut 06032

22 Peter H. Guldberg, CCM
Tech Environmental, Inc.
23 Reservoir Place
1601 Trapelo Road
24 Waltham, Massachusetts 02451

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1 A P P E A R A N C E S (Continued)

2 Bruce Hoben, AICP
Planimetrics, LLC
3 31 Ensign Drive
Avon, Connecticut 06001
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1 (Hearing commenced at 6:28 p.m.)

2 MAYOR HARRIS: We will now reconvene the
3 public hearing on the Blue Back Square application. If
4 we could all please rise for pledge of allegiance.

5 (Pause.)

6 MAYOR HARRIS: Roll call, please,

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7 Mrs. Cronin.
8 MS. CRONIN: Mr. Verrengia, sitting for
9 Mr. Bouvier.
10 MR. VERRENGIA: Here.
11 MS. CRONIN: Mrs. Carpenter.
12 MS. CARPENTER: Here.
13 MS. CRONIN: Mr. Connors.
14 MR. CONNORS: Here.
15 MS. CRONIN: Mr. Coursey.
16 MR. COURSEY: Here.
17 MS. CRONIN: Mr. Harris.
18 MAYOR HARRIS: Here.
19 MS. CRONIN: Mrs. McClay.
20 MS. McCLAY: Here.
21 MS. CRONIN: Mr. Slifka.
22 MR. SLIFKA: Here.
23 MS. CRONIN: Mr. Spada.
24 MR. SPADA: Here.
25 MS. CRONIN: Dr. Thornberry.

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1 MS. THORNBERRY: Here.
2 MS. CRONIN: And Mr. Brennan.
3 MR. BRENNAN: Here.
4 MAYOR HARRIS: Thank you, Mrs. Cronin.
5 MS. CRONIN: I do believe Mr. Doolittle
6 is here, but he is not present at the moment. He is
7 not going to be here?
8 MAYOR HARRIS: He is in the house, so to

9 speak.
10 MS. CRONIN: Ms. Meck.
11 MS. MECK: Present.
12 MS. CRONIN: Mr. Brown, sitting for
13 Mr. Roach.
14 MR. BROWN: Here.
15 MS. CRONIN: Mr. Davidoff.
16 MR. DAVIDOFF: Here.
17 MS. CRONIN: Mr. Begley.
18 MR. BEGLEY: Present.
19 MS. CRONIN: Mr. DeVaughn.
20 MR. DeVAUGHN: Here.
21 MS. CRONIN: Mr. Daniels.
22 MR. DANIELS: Here.
23 MS. CRONIN: And Mr. Doolittle. I'll
24 make note when he comes in.
25 MAYOR HARRIS: Thank you, Mrs. Cronin.

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1 Welcome everybody that's here, and of course those
2 tuning in on Channel 5, I want to thank again Channel 5
3 for this continuous coverage of this important hearing
4 process. We, of course, as you can see by the table
5 just quickly are meeting as a Joint Hearing Between the
6 Town Council and the Town Plan and Zoning Commission.
7 Each of us on the 11 pieces essentially of this
8 application have different roles. We are meeting
9 together to give a more clearer, better picture for
10 people at this table making the decisions and also the

11 public, so that all the testimony, all the pieces could
12 be heard together.

13 I am going to be chairing tonight, but
14 I've been alternating chairing this meeting with my
15 colleague, Tanya Meck, the chair of the Town Plan and
16 Zoning Commission. I'd like to turn it over to Tanya.

17 MS. MECK: Thank you, Mr. Harris. I'm
18 going to give a brief, much briefer than previous
19 evenings overview of the procedure that we are going to
20 follow for you this evening, and for the remainder of
21 the public hearings to come. As you know, the
22 applicant has concluded its presentation of the
23 proposal, and we are now moving to phase 2 in this
24 proposal, which we will be hearing tonight, and that
25 essentially is the West Hartford Town Administration

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1 making the presentation to the combined TPZ and
2 Council.

3 Following this presentation, the Council
4 and the Plan and Zoning Commission members will have
5 the opportunity to ask questions. These questions will
6 probably start tomorrow night, which is June 17. Next,
7 after we complete our questions, will come the public
8 comment portion of the public hearing, the start of
9 which will probably be Monday night, June 21st. Of
10 course, if Council and TPZ questions are longer or
11 shorter, that may change, but we will keep you posted
12 as to when that public comment portion will begin.

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13 I usually at this point go into a spiel
14 about how this is a long public hearing process, you
15 may get tired, we may get tired, but we are probably
16 all already tired, so all I'm going to ask in
17 concluding comments that we all be courteous and
18 respectful of others as we move through this process.

19 Although we won't get to the public
20 comment portion tonight, again, just very briefly, I'm
21 going to lay out for you what you can expect if you'd
22 like to come and testify in public. We know that there
23 is going to be a lot of people who want to speak, so in
24 order to be courteous to everybody and to make sure
25 everybody gets a chance to speak who wishes to do so,

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1 we are going to ask members of the public to hold their
2 comments to four minutes, and for those of you who are
3 representing a group, we will ask you to hold your
4 comments to seven minutes when we get there.

5 I also want to note importantly we take
6 written comments and please know that we will weigh
7 them just as heavily as if you came here and spoke in
8 person, so feel free to submit written testimony on
9 anything that you heard or any questions that you might
10 have, you can submit them to the Town Clerk,
11 Ms. Cronin. You can drop them off in room 312, which
12 is her office, or you can e-mail them to her at
13 NCronin, C-r-o-n-i-n, at WestHartford.org, and indeed
14 we are already getting some comments via e-mail, and

15 those are very helpful to us, and will be on the public
16 record just like the public testimony.

17 With that, I think we will conclude the
18 overview of the public portion because we are not there
19 yet, and I will turn the program back over to
20 Mr. Harris.

21 MAYOR HARRIS: Thank you. Very quickly
22 following the public comment period, just so you
23 understand, there will be a time for the applicant to
24 respond and also for TPZ and the Council to ask
25 questions, both of the applicant and of our staff,

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1 based upon what we've heard through public comment and
2 what we've divined from the presentations.

3 I also just want to thank everybody
4 quickly for being courteous to all of us. We are in a
5 strange position where under zoning law, we are not
6 allowed to have discussions with you or the public or
7 take information that's not on the public record. We
8 have to make our decision totally on the public record,
9 that's why we are putting all of your comments on the
10 record that we receive in writing, but thank you for
11 understanding and respecting this.

12 Again, I thank Channel 5 for this piece
13 of this, and finally I'd like to turn the floor over to
14 Ron Van Winkle to begin the Town's presentation.

15 MR. VAN WINKLE: Good evening, my name
16 is Ron Van Winkle, and I'm Director of Community

17 Services for the Town of West Hartford. Mr. Mayor,
18 Chairwoman Meck, members of the Town Council and
19 members of the TPZ, tonight is the beginning of a
20 discussion of a number of ordinances and documents that
21 your bodies will need to adopt to implement the
22 proposals we have heard. We have really finished the
23 zoning presentation portion of the hearing. You have
24 heard from the developer about his proposals for the
25 site, and you have heard from the Town about our

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1 proposals for the expansion at the library. Those
2 zoning issues are now behind us, and we are going to be
3 talking about the documents which implement the zoning
4 and implement the agreement between the Town and the
5 developer.

6 So with me tonight are a number of Town
7 staff members who will be making presentations. As
8 always, staff is available for your questioning and
9 comment. Mila Limson is here, the Town Planner; Dave
10 Kraus is here, the Town Engineer; our Director of
11 Finance, our Corporation Counsel, we have any number of
12 staff, and as we enter this portion of the hearing for
13 staff presentations, we are going to give you a lot of
14 information and data.

15 When I was here last Monday, I discussed
16 the policy history of what the Town has been talking
17 about for the last 30 years about this property, and I
18 want to submit for the record some of those documents I

19 talked about. There was a central business district
20 study done by Raymond Parish & Pine. There was a
21 two-and-a-half year public discussion and study done by
22 the Planning Advisory Committee in the mid-1980s, the
23 adoption of the plan and development from the mid-1980s
24 are all documents of a historic nature. You have
25 ordinances which are on our books and the present

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1 planning development also to guide you. I'm going to
2 submit this for the record to the Town Clerk.

3 We have talked about consultants from
4 time to time and this process, and I'm not talking
5 about the developer's consultants, who he has hired to
6 help him put together his proposals, but consultants
7 that the Town has used to assist us in reviewing those
8 proposals.

9 The question was asked the other night:
10 Do we have a study? That is coming forth from each of
11 these consultants. I have also for the record tonight
12 letters from our consultant which highlight their
13 conclusions.

14 When we looked at traffic, an important
15 component of this project, our traffic engineers are
16 the best I've ever worked with, consultant or not.
17 They know our Town better than any consultant can ever
18 do. They are the ones who led us in the analysis of
19 traffic impacts and evaluated those, and again, I
20 emphasize, they know and understand the Town and

21 understand the traffic in this community better than
22 anybody who comes from 50 miles away. But to augment
23 that review, we hired the firm of Tighe & Bond to
24 assist us in what we call a peer review.

25 They sat at the table with us as we

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1 reviewed documents and looked at traffic studies. They
2 provided comments to us as we moved that document along
3 through review. The process that we used as the
4 developer begins to meet with us on a traffic issue is
5 an iterative process. We have a number of discussions,
6 a number of debates. We give him direction as to what
7 we are looking for and what we would expect. The basic
8 goals that we had talked about, which you certainly
9 know and understand, the preservation of the
10 neighborhood character, the safety for pedestrians, the
11 flow of traffic, all those issues and goals that we
12 constantly set for ourselves are the guiding principles
13 by which our engineers attempt to make a project work.

14 And so through that process of debate
15 and investigation, the developer brought their
16 documents, their numbers, their plans, and our
17 engineers really spent the majority of their time
18 working through, making sure that the intersection and
19 the analysis that was done was done to the best
20 engineering standards, and again, we hired a firm,
21 Tighe & Bond, to sit with us, to do an evaluation of
22 our performance and look at what we were doing.

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23 I didn't hire Tighe & Bond to do a
24 separate traffic study. They didn't go out and do
25 their own counts, their own study and make their own

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1 proposal, but they sat with Town staff, and Town staff
2 does this with every proposal you see. They sat with
3 our Town staff and did that peer review, made
4 recommendations to them, suggested they look at
5 different aspects of this.

6 So in the case of parking demand,
7 our consultant worked with us on looking at that. He
8 actually did run some numbers and came to conclusions
9 that were very similar to the developer's, which really
10 isn't so surprising since they are all traffic
11 engineers, parking engineers use the same basic
12 principle numbers. There is a set of data that they
13 all use that comes out of national groups that tells
14 you how many parking spaces come out of an office use,
15 out of theater use and whatnot.

16 And so as they went through that
17 process, both our consultant and their consultant came
18 to numbers that were approximately the same. Although
19 we end up with a number that sounds like it's very
20 detailed to the last exact space, the conclusion that
21 our consultant came to, which is probably as good as
22 you can get, is that peak demand is approximately 1100
23 spaces. That's what's in those garages, that those
24 garages meet that peak demand. So his analysis is part

25 of that.

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1 He also looked at items associated with
2 the garage, the structure. Is the garage we are
3 building a good garage? We can build all sorts of
4 quality garages, and I had him look through that, the
5 air specifications, make sure the quality of this
6 garage is a good quality and it is. It's a very high
7 quality garage for what you might see. So we used his
8 talent and experience to do that, and I'm going to
9 submit to the Town Clerk a letter from the firm of
10 Tighe & Bond, which discusses the peak parking demand
11 issue and his conclusions.

12 At the same time, Tighe & Bond, the
13 engineer's name is Alan Davis, sat with us through the
14 traffic impact, traffic mitigation issue, and as we
15 went through the numbers that the developer gave to us
16 about impacts, about queues, about accidents, we went
17 through all of those and did our analysis, and when I
18 say we, the Town engineer's office, and Tighe & Bond
19 sat and looked at those numbers and worked with us to
20 try to develop a plan.

21 Dave Kraus is here with me tonight, and
22 he is going to do a quick staff report on how they
23 dealt with traffic. His opening statement is a good
24 one, which is traffic analysis is as much an art as it
25 is a science. A lot of this is trying to use some

1 basic principles and apply them to issues which are
2 sometimes hard to quantify and hard to understand.

3 Something that I think is going to
4 surprise you in this process, and we are going to try
5 to help you understand that, is that our infrastructure
6 system can handle the traffic that's generated by Blue
7 Back Square, that the changes we are going to talk
8 about work within that system, and staff is going to
9 get up and describe for you how that makes sense to
10 engineers, whereas some perhaps individuals wonder how
11 that's possible.

12 So I'm submitting to you a letter from
13 Alan Davis, who says that the analysis that he
14 participated in results in the impacts of the
15 development were mitigated by the improvements and
16 proposals we've seen.

17 I'm an economist. I've been doing this
18 funny stuff for a long time, and for the past 25 years
19 I've worked in this field as a consultant working for
20 private individuals, developers. I've been involved in
21 real estate transactions before I joined the Town of
22 West Hartford some 17 years ago. I might be here on
23 another -- in another community, not with my present
24 job, but if I had stayed as a consultant, I might be
25 here before you as an expert in that I have done a lot

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1 of the kind of consulting work that we are going to see
2 tonight, and a lot of discussions we had, I certainly
3 did presentations then in my history.

4 So as part of what I need to do is I'm
5 going to submit to you my CV, my biography, which tells
6 you my credentials and experience. I have a Masters
7 Degree in economic development. I got my Ph.D
8 candidacy at Boston College in econometrics. I spent
9 many years working in the field dealing with tax
10 abatement, dealing with a lot of the kinds of things
11 that try to stimulate new growth in communities, and
12 with the Town of West Hartford, a Town which I was born
13 in, in the late 1940s, I grew up here, and I know this
14 community very well as well as being an expert on these
15 issues, so I'm going to submit to you a biography which
16 describes those characteristics.

17 When we go to hire a consultant, it's
18 hard to find a really good one. Perhaps I wasn't
19 really a good one when I was a consultant either, but
20 it is really hard to find somebody who understands the
21 issues you are dealing with, understands the Town you
22 are in, and in all honesty trying not to write a report
23 that just says, hey, you like it, we think it's great.
24 It is really hard to find a quality consultant. I
25 think many of my colleagues and perhaps most of my

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2 for. I'm quite demanding and we went through a lot of
3 consultants when we began to look for someone to assist
4 us in this analysis. I was unable to find people that
5 I could feel brought value to our analysis.

6 One of the pieces that we worked hard
7 trying to do and which we didn't have expertise in, was
8 trying to understand what were the economics to the
9 developer of this project. Was this a project that was
10 enormously rewarding, slightly rewarding? Was it going
11 to be built? Was the developer talking about pi in the
12 sky or reality? We went through all sorts of real
13 estate firms that talked to us and gave us some idea of
14 what they could do and were unable to come up with
15 somebody.

16 We landed on a person who retired from
17 CIGNA, who was an underwriter, who if you were a
18 developer, you would bring your project to that company
19 and say, we would like to borrow 100 million dollars to
20 build our project, and his job was to review all those
21 numbers and come out with a conclusion as to whether
22 that was an appropriate project, and it was going to be
23 successful.

24 The gentleman, Joseph Springman, is
25 retired and lives in Simsbury, but he graciously agreed

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1 to help us in this, and he was exactly the person we
2 were looking for. Although Rob Rowlson and myself had
3 worked on a lot of real estate deals, we certainly

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4 don't understand the intricacies of this kind of
5 financing, and after working with Joe for many months,
6 I'm not sure I still understand the financing of it,
7 but he does quite well.

8 I have a report from Joe. It is written
9 in the language of an underwriter, and so it is
10 somewhat complex to understand, but in essence, it
11 answers the question which we sought to answer in the
12 beginning, that the Town is not subsidizing excess
13 returns for the developer in this project; that the
14 returns the developer is seeing from this project are
15 either on the low end of the expectations for this kind
16 of development or are slightly short. He goes through
17 those numbers with this report, and if you have the
18 stamina and if you have the interest, I will submit his
19 letter describing his conclusions of the financial
20 analysis of the developer's financial proposal, not the
21 proposal to the Town, but does the developer get
22 rewarded unduly in this project? And the conclusion is
23 no.

24 Our e-mail system has been down for the
25 last two days. In attempting to analyze this project

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1 from an urban design perspective, despite the fact that
2 Mr. Heapes from Blue Back Square is a nationally
3 recognized or renowned designer of urban landscape, we
4 sought someone to help us evaluate his urban design.
5 Is there things missing from it? Is there things that

6 we need to do?

7 Again, we hunted locally and nationally
8 trying to find that right firm. We ended up with a
9 person who is the chair of the Harvard Urban Design
10 Department, sounded like a good credential. We met
11 with them, met through the project several times with
12 them, and they seem to be the right one. They assisted
13 us again in a peer review. They met with our
14 developer, went through the plans with them and made
15 recommendations many times about changes. One of the
16 things that is a simple example is that the movie
17 theater entrance was only on Isham Road, but now the
18 movie theater entrance is on Main Street and Isham, in
19 an effort to bring Main Street further into the
20 project.

21 There are a number of things that are
22 seemingly minor that they made proposals for, and we
23 adopted in this, and Mr. Heapes suggested his design.
24 I don't have a letter for you tonight from them, their
25 financial conclusions, but I will have one. They

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1 e-mailed it to me, but it was eaten by the system.

2 We also took a look at the economic
3 impact of this project, and this is truly an art. The
4 question we would ask are two: One, does this project
5 have a negative economic impact on West Hartford Center
6 or a positive one? And we also asked the question
7 about what will the impact of this development be on

8 the residential neighborhoods around it?

9 We then looked and went through a number
10 of developers trying to look for the qualifications and
11 experience with this kind of change, and they were hard
12 to come by. We ended up with a gentleman Michael
13 Bulkeley, who is chair of the Real Estate Department at
14 Columbia University. He has been a developer and
15 teaches now, and is a nationally-recognized expert on
16 what you've heard a lot about, which is mixed-use
17 development.

18 His conclusions are also in process.
19 They were eaten by the e-mail system, but I will have
20 his conclusions later on in the hearings to look at. I
21 would just note that his conclusions are positive, that
22 this kind of development is where new real estate
23 development is headed, as we look at communities trying
24 to change and be ready for the coming decades; that
25 this kind of development is what communities are moving

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1 toward; that there are spinoff and positive impacts on
2 real estate and commercial properties around it, and
3 there are spinoff and positive impacts on residential
4 properties around it.

5 I'll have a more complete report on that
6 later in the hearing, when the system is working again.
7 I want to turn just for a moment to Richard Hughes, who
8 is here with us tonight. Mr. Hughes is chairman of our
9 Design Review Advisory Committee. You have a document

10 in your packet from DRAC, who has spent many hearings
11 with the developer and with the designs. The Design
12 Review Advisory Committee is our own in-house
13 consultant. These are experts in architecture,
14 engineering design that review all of our special
15 development projects and provide an evaluation of
16 those. This project has gone through numerous
17 iterations with them and numerous changes, working with
18 drafts. Richard is here and if he will come up and
19 present his finals.

20 MR. HUGHES: I'm Richard Hughes,
21 Chairman of the Design Review Advisory Committee, and
22 I'm confirming that you have before you our written
23 report. It is not my intention to reiterate it at this
24 time, unless you wish me to, but simply to make a
25 couple of observations and reinforce a couple of our

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1 recommendations.

2 We've been reviewing this project for
3 about 11 months at many meetings with Richard Heapes,
4 and literally have reviewed the development of it as it
5 happened. The process has been very exciting for us.
6 We are very enthusiastic about this project. Number 1,
7 working with such a capable professional as Richard has
8 been a real joy, and the other aspect of our enthusiasm
9 has to do with the scope of the project, which at least
10 in West Hartford is unusual that we get to see a
11 development which encompasses so many separate parcels

12 and so many separate projects, and unites them in one
13 coordinated development. I think that it is a luxury
14 to have that kind of thing happen for us.

15 I'd like to reinforce a couple of our
16 recommendations that we are asking you to consider in
17 the written report. One has to do with one of the
18 buildings, it's called Building C. But to explain it
19 to you, it is the first building that you see if you
20 are driving north to the project on Raymond Road. It
21 is on the corner of Raymond Road and Memorial Road. We
22 are concerned about the scale of that building compared
23 to the scale of the police department building and the
24 residential properties further down the street that you
25 see as you drive along the road.

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1 The reason that we are concerned is
2 because the design was changed in response to public
3 input. Richard had several meetings with neighborhood
4 groups about the height of the building. It started
5 out as a five-story building, reducing to two or three
6 stories at Raymond Road, which alleviated that huge
7 jump in scale. We are recommending that we go back to
8 that consideration, increase the building height in the
9 center of the building from four stories to five to
10 allow the end portion to be reduced to height,
11 maintaining the same number of square feet.

12 The other recommendation, which is at
13 the conclusion of our report, and I'll just read it to

14 make it simpler, "The design review committee
15 encourages the Town Council to consider a condition
16 that would authorize the Town Planner with review and
17 approvals by the Design Review Advisory Committee to
18 approve requests for minor architectural modifications
19 on an as-needed basis, as this project is under
20 construction."

21 Presently the Town Planner's role is
22 limited to administrative review of minor revisions on
23 any given SDD, approximately once a year. Because of
24 the size of this project, and the complexity of it, I
25 think more flexibility is going to be needed, and we

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1 are going to ask you to consider relaxing that
2 requirement for the life of this project.

3 In closing, I reiterate that we have
4 recommended our approval of this project by unanimous
5 vote, and we are very excited about the potential.
6 We've enjoyed the process, and we hope to continue to
7 be involved, as I just described, as this project goes
8 into construction. Thank you very much for your
9 attention. If you have any questions now, I'll be
10 happy to answer them.

11 MR. VAN WINKLE: Thank you, Richard. As
12 I mentioned, the Design Review Advisory Committee is a
13 committee appointed by the Town Council of design
14 professionals of people with experience in design.
15 They have been with us for more than a decade now

16 reviewing projects. It's made up of citizens of the
17 Town of West Hartford.

18 Mila Limson, the Town Planner, meets
19 with him on a regular basis and will be here to answer
20 questions should something come up later. One of the
21 issues that we are going to need to come back to you to
22 talk about is changes to Town Hall. Obviously should
23 you approve this plan, one of the changes will be that
24 we are talking about selling the Board of Education
25 building. They still need a place to be. And we did

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1 some original studies that didn't appear appropriate,
2 and we needed to go back and reevaluate those. To be
3 honest with you, the reason we don't have something is
4 that the cost of doing that was substantial, and
5 because I didn't know whether this project was going
6 forward, I did not incur the 40 or 80,000 dollars we
7 might expend to do that plan to have something for you
8 tonight. Should you approve that, we will go
9 forward -- approve this development, we are going to go
10 forward with that plan to bring the Board of Education
11 into Town Hall, which we believe will be able to be
12 done with some significant renovations to the interior
13 Town Hall.

14 As you know, over the past few years,
15 the staff at Town Hall has shrunk by many numbers, and
16 we have some offices which have space in them that
17 wouldn't normally be what we would build, and we

18 believe we can shrink offices and squeeze more space
19 out of Town Hall, and perhaps minimize, if necessary,
20 any addition to Town Hall. That process will take some
21 time, but even if you approve this project, we will
22 have that time to do that review, come back to you with
23 a full plan and show you how we would address the needs
24 of the Board of Ed and the Town Hall together.

25 So we will be coming back, should you

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1 approve this, with a more detailed design, which we
2 would seek from both the Board of Ed and Council,
3 approval of the design, and then to the Town Plan and
4 Zoning Commission for a Special Use Permit amendment to
5 expand or to change Town Hall in some way. It should
6 be relatively minor to the Town Hall, as we believe
7 most of that new Board of Ed space can be created
8 within the building.

9 There has also been some issues and we
10 will certainly be ready to address those and help you
11 understand how parking lots and garages will operate.
12 We obviously also have not done a detailed plan, but
13 have a full understanding of what our options are and
14 how we would work. We have talked about the library,
15 certainly having free parking and parking in the North
16 Garage through perhaps some validation system, sticker
17 system, something along that line, that will allow
18 library parkers to go into the library, use it and then
19 be able to get out of the garage without having to pay.

20 At Town Hall the same thing, where we end up with 535
21 spaces on the Town Hall site, those spaces will be open
22 and free to the public.

23 In the perfect world, that would be no
24 problem. I would be happy to have them open and free
25 to the public, although we expect there will be one or

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1 two cheaters who will try to sneak in the Town Hall
2 lots and have lunch at one of the fine restaurants in
3 the Center, so we are going to need to do something to
4 try to deal with those who might attempt to use the
5 Town Hall lot. Again, a validation system where -- you
6 heard some of it the other night, but employees would
7 certainly park for free in designated areas in the Town
8 Hall lot away from the building, and the public would
9 be able to come, perhaps through a validation system
10 again, drive in, take a ticket, go see the Building
11 Department, the Building Department would do a
12 validation, and they will be able to leave the lot
13 without having to pay. Public hearings like this, we'd
14 make arrangements for all those sorts of things to
15 occur. It's a little more comprehensive and complex
16 system, but it's trying to deal with those who might
17 decide to park here and not use Town Hall and methods
18 to deal with that. We've looked at many, and we
19 certainly expect to be able to handle that.

20 I hate to do this to you, but I want to
21 talk about traffic again, and I know that you talked

22 about traffic the other night, and I don't think I,
23 with no offense to the developer's consultants, I've
24 ever seen a good traffic consultant do a job that we
25 all finished and thought, well, gee I understand that,

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1 and I know exactly what's going on, and that makes
2 sense to me, and we've seen a lot of traffic
3 consultants in our hearings.

4 This one person who really does
5 understand this Town, and that's Dave Kraus, our Town
6 Engineer. He has been with the engineering department
7 for 30 years, although he looks very young for a man
8 who has been with us for 30 years. If you drive on a
9 street in West Hartford, you are probably on a street
10 that he's had some impact. He is the man who brings us
11 the great design and changes that we've seen in the
12 community. The crosswalk change that we saw on the
13 Center was a design of Dave's. The parking going west
14 from the Center of -- going west from the Center on
15 Farmington Avenue with all those beautiful islands,
16 trees and whatnot, is a design of Dave Kraus.

17 Most traffic engineers talk about
18 expanding roads for traffic flow, building bigger
19 highways to move traffic through. Dave doesn't do
20 that. He talks about being respectful of the community
21 and shrinking roads. What we did on Asylum, what we
22 did on Farmington are we narrowed roads rather than
23 expanded. We could have easily turned Farmington into

24 a four-way street and carried lots of capacity, but we
25 didn't. We built a road that really fits with the

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1 community. And so he brings here something that we
2 could never buy, which is experience in the community
3 and a sensitivity to design that is in context of that
4 community.

5 Dave is here and he is going to come up
6 and join me, and we don't have a lot of maps and
7 intersection explanations, but we would like to go
8 through our perception of what is going on here. We
9 have some Power Points that are going to kind of go
10 through the goals and our findings and what we think is
11 important in the traffic studies that makes a
12 difference in this project and how this traffic could
13 be handled within our system.

14 So Dave is going to come up and join me.
15 Dave Kraus, Town Engineer.

16 MR. KRAUS: Good evening. My name is
17 Dave Kraus, I'm the Town Engineer, and it's a pleasure
18 to be here and talk about traffic as much as it's a
19 difficult topic. I'd like to go over these things.
20 This is just a Power Point presentation. You don't
21 have to crinkle your neck to look at it is what I'm
22 saying, but I'd like to go over some of the traffic
23 responsibilities, the traffic generation that is going
24 to come about as part of Blue Back Square, the safety
25 improvements, the preservation of the neighborhoods and

1 what goes into that, because there has been, as Ron has
2 said, a lot of discussion of these issues, and it is
3 a -- it is truly a balancing of the needs of both the
4 property owners, the people that need to use the road
5 to get from one place to another and the pedestrians
6 that walk along these roads, and that balancing is one
7 that is very important, and one that we spend a lot of
8 time discussing.

9 The development of projects and what is
10 appropriate for a developer to propose and do to
11 mitigate what the effect is on that street system is a
12 difficult thing to negotiate and to work out and try to
13 use some judgment in determining what is appropriate.
14 And I want to talk a little bit about a long-term
15 commitment and just a general conclusion.

16 Developer's responsibilities. As I
17 said, it is a balancing of the many uses of the roads
18 and we have arterial streets; we have residential
19 streets; we have a very small downtown grid, and it's a
20 very personal and fragile one that needs to be
21 nurtured, and you heard Richard talk a lot about the
22 pedestrian movements and that Blue Back Square is going
23 to enhance the pedestrian experience. That's just what
24 West Hartford Center does now. It's a very conscious
25 effort. It's something that we have built over the

1 years, and it's taken a long time to get to where we
2 are.

3 The mitigation of impacts within his
4 control. Developers really don't have the control to
5 just do anything they want to do. For example, if an
6 intersection just has to be or cries out to be expanded
7 to handle the traffic that is trying to get through it,
8 a developer doesn't have the ability to condemn
9 property. It doesn't have the ability to just widen
10 roadways outside of its right of way. And we try to be
11 sensitive. Many traffic engineers would look at our
12 Center, and I think you've seen studies that have said,
13 well, we want to move the green; we want to expand
14 North Main Street. Those are things that are just not
15 appropriate for this community. Those are things that
16 would change the character of the community. And so
17 those things are really dismissed.

18 We are very fortunate in the traffic
19 system that we have that serves this community,
20 especially the Center area where we have a grid system
21 that allows traffic to disperse, and we have -- we are
22 fortunate to have arterial streets that function very
23 well. We have a Main Street. We have a Trout Brook
24 Drive, Farmington Avenue, Boulevard. Those are all
25 streets that carry traffic not only for the people who

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1 live on them and work on them, but to move from
2 neighborhood to neighborhood as well.

3 Another component in the traffic and the
4 developer's responsibility is the Department of
5 Transportation, and especially in a project like this.
6 Department of Transportation will issue a state traffic
7 permit, and they concentrate more on those streets that
8 are state highways. In the Town Center, there are no
9 state highways directly. It is I-84 and the ramp at
10 I-84, which are controlled by the State Department of
11 Transportation, and in fact the signals that are on
12 Park Road into Trout Brook Drive and Park are
13 controlled by the state, require a state traffic
14 review, and the state traffic commissioner will also
15 review the whole traffic package, the amount of traffic
16 that's generated, where it comes from, and the amount
17 of traffic that is being generated by this development.

18 One of the things that Ron said is
19 traffic modeling is as much an art as it is a science,
20 and it really is. If you think of traffic modeling, it
21 is a model. It's a lot like a weather forecast or an
22 economic model that tries to predict the future. It
23 uses historical data to try to project into the future.
24 There is no certainty in doing that. It is used,
25 though, to calibrate where we are, and when changes are

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1 made, it gives a good representation of what that

2 change means to the system. But when someone says
3 that, well, a delay at an intersection is 30 seconds,
4 that doesn't mean when you go to that intersection
5 you'll experience a 30-second delay. It means that
6 when we propose some other condition, we widen the
7 road, we add a lane, we narrow the road, that is
8 reflected in that number, and you can see the
9 percentage of what happens to that intersection, not
10 necessarily what you experience when you go there.
11 That's why that model, it is just truly a model.

12 In looking at the numbers that are
13 generated by Blue Back Square, and as Ron has said,
14 there have been several people that have looked at
15 these numbers. They all come out basically the same.
16 We are looking at, just in round numbers for you, an
17 increase of anywhere from 10 to 20 percent in traffic
18 generally throughout the Center. Some areas are more,
19 some areas are less. Some turning movements. We've
20 even looked at every turning movement at every
21 intersection to see what the change, the anticipated
22 change of that is.

23 The generation of traffic and where that
24 traffic comes from is done, again, from this model.
25 It's based on population density. It's based on

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1 income. It's based on distance of travel. It's based
2 on a lot of things that try to guess as to where the
3 traffic is going to come from to Blue Back Square.

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4 They went out and measured the amount of traffic we
5 have on our street system and then we compare that
6 difference, and we see where there are potential
7 problems from increases or significant increases in
8 movements of traffic.

9 It is very detailed, but when we are
10 looking at, in general, if you just want, as I said,
11 general numbers, a 10 to 20 percent increase in traffic
12 of a system that is probably in the neighborhood of 60
13 percent at capacity, so there is capacity here. In
14 some places, in fact, I've had developers ask me, well,
15 what is your excess capacity so we can come and use
16 that in our development? That's a criteria we don't
17 allow. We give developers the criteria when they come
18 to us that we want to keep the traffic system
19 functioning as it presently does or as close to what it
20 is as it presently is, so we want to see improvements
21 in it that compensate for the generation of traffic
22 that is going to be experienced.

23 The traffic generation will not
24 create -- around us we see traffic that creates
25 gridlock, the Center of Farmington, the Center of

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1 Newington. Those are Town Centers which are gridlocked
2 for extended periods every day. That's not going to
3 happen here as a result of Blue Back Square. There is
4 just not the volume that is going to be created to do
5 that, and because of the grid system of roadways that

6 we have, that's just not going to happen. Those
7 situations are created because of the lack of a grid
8 system and the lack of roadways to serve in a variety
9 of ways the multiple uses that they are trying to get.
10 So those systems are breaking down.

11 This Town has fortunately had, actually
12 when a lot of these streets were created, 15, 100 years
13 ago, there was enough foresight to see the land use
14 that allows for the expansion of roadways and the
15 accommodation of traffic. So that's why we are seeing
16 what we are.

17 Some of the safety things, and the first
18 criteria when we talk to developers is safety, not
19 volume, not levels of service. Those are really
20 something that fall in later. What we really try to
21 concentrate on is the safety and what are the issues
22 around safety that get created. One of the things that
23 we talk a lot about is lane width. You heard Richard
24 talking about sidewalk width and how he has studied
25 sidewalk widths and how that affects people and how

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1 they use sidewalks. We've been doing a similar thing
2 with pavement widths and pavement widths have I think a
3 very interesting effect on the way people drive. Just
4 as an example, South Main Street has 10-foot wide
5 travel lanes. Trout Brook Drive has 12-foot wide
6 travel lanes. That's only 2 feet, but clearly there is
7 an increase in speed from Trout Brook Drive than when

8 you drive on Main Street.
9 We are designing some of our residential
10 streets where we can do much narrower paving widths.
11 Blue Back Square is using in the neighborhood of 10 and
12 11 foot travel lanes, and the difficulty in doing that,
13 while it makes it feel comfortable and cozy and
14 intimate, is to get emergency vehicles in and out of
15 it, to be able to allow them to turn, delivery trucks,
16 things like that. And we've spent a lot of time
17 talking with them. Richard has revised his plan a half
18 a dozen times based on those types of criteria, but he
19 has a good compromise now, one that we are very
20 comfortable with, one that gives the feel of a street
21 that is not overly wide, and yet keeps traffic down,
22 keeps speeds down. The Memorial Road, Isham Road will
23 feel very much like LaSalle Road. People just go at a
24 very slow speed, try to absorb the street as they go
25 through.

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1 Bumpouts. Bumpout is another
2 interesting design street feature that Blue Back Square
3 is introducing into this community. It's one that
4 we've talked about before, and that's, if you don't
5 understand what that is, that's at intersections where
6 the intersection is widened into the roadway to provide
7 protection for parking. It narrows the pedestrian lane
8 of travel when you cross the street, so that at a
9 signalized intersection, that's one of the issues that

10 has determined the pedestrian signal, the pedestrian
11 time that is needed to cross the street.

12 So the bumpouts protect cars. They give
13 an appearance of a narrow roadway. We are starting to
14 look at those on the rest of the Boulevard where we are
15 starting to look at the reconstruction of the Boulevard
16 from Farmington Avenue to Main Street over the next few
17 years, and bumpouts is one of those features that we
18 are looking at the Boulevard in that case to try to
19 give the appearance of a narrower road and to make it
20 feel more comfortable to slow people down.

21 Left-turn lanes. Left-turn lanes is
22 probably my favorite designing feature in roadways.
23 We've installed them several times now. If you go back
24 to Home Depot, one was installed at a very busy
25 intersection at New Britain Avenue and New Park. We

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1 experienced over 50 percent reduction in traffic
2 accidents at that intersection as a result of that
3 left-turn lane.

4 Several years ago we installed left-turn
5 lanes at the intersection of Mountain Road and
6 Farmington Avenue, and again, we've seen over 50
7 percent reduction in the traffic accidents at that
8 intersection as a result of those left-turn lanes.
9 Exclusive left-turn lanes, obviously they provide a
10 place for you to wait while you are out of the lane of
11 travel. They also stop the people from going around

12 you to the right. You'll see a lot of sideswipes
13 because the car coming up behind the left-turning
14 vehicle doesn't want to wait, he turns and moves around
15 him on the right side and causes a sideswipe accident.
16 So it's not just the very dangerous injury-prone T-bone
17 type accidents that left-turn lanes prevent, but it's
18 also the sideswipes as a secondary thing. So whenever
19 we can put left-turn lanes in for safety reasons, we
20 encourage them.

21 One of the other things the left-turn
22 lanes do is it also increases the capacity of the
23 street that it's on, and so when we install them on
24 arterial streets, it gives us more time to put in
25 exclusive pedestrian phases at signalized

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1 intersections, but because now you've increased the
2 capacity by the left-turn lane, you also can use up
3 some of that time or some of that efficiency at the
4 intersection by helping pedestrians cross in exclusive
5 phase. Very desirable situation.

6 One of the things that the left-turn
7 lanes do on this project on Main Street at Memorial
8 Road is, at Ellsworth, the left-turn lane will be
9 allowed to turn into Ellsworth as the opposite
10 left-turn lane turns into the Town Hall parking lot.
11 That left-turn lane going into Ellsworth will obviously
12 serve what Richard was calling the western Center or
13 LaSalle Road. That's a significant benefit. It also

14 helps the people on Pelham. Right now there is a lot
15 of people on Main Street that see the congestion on
16 Ellsworth, and they will go over to Pelham and then up
17 to LaSalle Road. If they don't see that congestion, if
18 they have a way to wait and turn at that left-turn
19 slot, there will be more people likely to do that, and
20 that's what we mean by the protection of the
21 residential properties, by increasing the arterial
22 streets.

23 Just as an aside, this project will
24 create 8 left-turn lanes throughout the system. There
25 will be one at Farmington Avenue and Trout Brook Drive,

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1 Raymond Road and Farmington Avenue; there will be two
2 at Memorial Road. There will be two at Ellsworth.
3 There will be left-turn lanes on the Boulevard at Main
4 Street. So we have a number of them. Home Depot
5 created four and Farmington Avenue reconstruction that
6 we did created three. So gradually as left-turn lanes
7 were added, they have a significant benefit.

8 We also get a new traffic signal at
9 Memorial and Raymond. When we extended Memorial Road
10 over to Trout Brook Drive, and again we created a
11 left-turn lane for the safety of Trout Brook Drive,
12 that intersection, that extension of that roadway was
13 done to increase the grid system throughout the Center.
14 It has started to do that. You can see more use of it,
15 but also gave us the opportunity to realign the very

16 poor geometry of Kingswood Oxford School, their
17 driveway, which is a significant generator of traffic,
18 now has a signalized intersection. It is a significant
19 improvement to the traffic around the Center.

20 Then another reason that's important,
21 that signal at Memorial and Raymond, is with the new
22 park, we are going to have a lot of pedestrians. One
23 of the reasons we installed the sidewalk down over to
24 the school and into the pedestrian walkway along the
25 brook was to encourage pedestrian traffic, and that

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1 intersection will have a lot safer movements as a
2 signalized intersection than the way it's operating
3 today.

4 The South Main Street pedestrian
5 crossing that is proposed by Blue Back Square, that's
6 been a topic of a lot of discussion for us, but it is
7 certainly keeping with the character of West Hartford
8 Center. That will be the second we have. We are also
9 suggesting the use of count-down pedestrian signals.
10 And the state -- if you've seen those around, those are
11 instead of just the flashing "walk" and "don't walk"
12 symbols, they actually count down numbers that let you
13 know how much time you have to cross the street.

14 The Connecticut DOT does not recognize
15 those as yet. You will see them in some places and New
16 Haven uses them. They are being installed by those
17 traffic authorities at their own risk almost. But

18 clearly we want to encourage their use, and we would
19 like to see them used.

20 Preservation of neighborhoods is another
21 topic that we spent a lot of time on and one of those
22 goals that we talked a lot with the developer about,
23 and one of the ways that we do that is again by
24 increasing the arterial streets, keeping
25 through-movements and the majority of traffic on the

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1 arterial streets and away from the neighborhoods, and
2 that's why those left-turn lanes are so important, and
3 that's why this development is proposing a number of
4 them.

5 One of the other issues with traffic
6 design is off-peak times. The peak hours that we look
7 at really are a very limited portion of the day. All
8 of the rest of the day those signals operate on what we
9 call off-peak time, and the signals are basically
10 detected in what they call semiactuated detection, the
11 legs actually regulate the signal.

12 What we are going to be asking is for
13 fully actuated signals where new signals are modified
14 here, and the reason for that is it increases the
15 responses for those off-peak times, which is the
16 majority of the day, so that you don't just sit and
17 wait for no reason at all at an intersection.

18 Burr Street. Burr Street is one of
19 those streets that as a result of this project I think

20 is restored to its residential character. Clearly Burr
21 Street without the driveway to Town Hall is going to
22 have a reduced amount of traffic on it. The access
23 onto Main Street from the poor alignment of Burr Street
24 will be reduced significantly by the elimination of
25 that driveway. And the construction in the site

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1 planning of the wall and the vegetation along Burr
2 Street is going to hide the institutional appearance of
3 the Town Hall use of the adjoining property.

4 So Burr Street is clearly going to
5 define the difference between the residential area and
6 the Town Hall. The Park Road intersection, significant
7 improvement for the Town. It was described a little
8 bit the other night, and we can do that in more detail
9 if you'd like, but basically it is a double right off
10 of the highway and a double left onto Trout Brook
11 drive. The importance of that, again, is another
12 example of improving an arterial street to help a
13 residential area. We see a number of people now using
14 the Boulevard and turning left onto Raymond Road, going
15 down Raymond Road and getting onto the highway. The
16 reason they are doing that is because of the congestion
17 at Park Road and Trout Brook Drive. They don't want to
18 wait through that delay in that area. That widening
19 of the roadway and the improvement of those numbers of
20 lanes to service the volume will reduce that and
21 encourage more people to use Trout Brook Drive and less

22 people to use Raymond Road.

23 The only issue we still have with the
24 development is the carrying of pedestrians and the
25 widening of that roadway, of Park Road. We feel that

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1 there is still a need for a separate pedestrian
2 structure of some sort in order to carry the
3 pedestrians to get them away from the vehicles on Park
4 Road and going over the bridge.

5 There has been traffic calming efforts
6 on both Raymond Road and the Boulevard. In order to,
7 again, define single lane travel, not -- the Boulevard
8 is an interesting road because it has kind of an odd
9 pavement width again, and through the use of painting,
10 the developer has proposed -- well, the use of two
11 things, one is a bumpout at the church. There is a
12 church at the corner of Main Street, so going
13 eastbound, it will appear to be a one-lane road right
14 from the very beginning. And coming in a westbound
15 direction, there is an opportunity to do the same
16 thing, to connect the roadway down and make the whole
17 roadway appear as a single lane, which is really the
18 way it operates.

19 Blue Back Square has identified and
20 we've worked with them to identify a number of measures
21 to mitigate the effects of the traffic, and I think
22 they have done that, especially with the addition of
23 some pedestrian movements at Park Road.

24 Just other issues along the line that
25 will affect this development, the Town has applied to

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1 CRCOG for the reconstruction of Park Road. I'm sure
2 you are aware of that. We have been notified that the
3 Park Road project, which extends basically from Main
4 Street all the way to Trout Brook Drive, making
5 improvements on Main Street of left-turn lanes, again,
6 on Main Street, at the intersection of Park and
7 Sedgwick is the highest-rated project the Town has
8 submitted to CRCOG and is eligible for funding through
9 CRCOG. That's the preliminary indications we've had,
10 and that will go through a review -- a further review
11 process and a project initiation with the Town, but
12 that's an exciting project for the Town to undertake.

13 One of the other things that shows a
14 long-term commitment, which I think is very important
15 in a project this size and to this community, is a
16 follow-up of the anticipated traffic that results from
17 Blue Back Square, and we would be asking for a
18 follow-up traffic study a year after the completion, in
19 order to verify these models, to identify any
20 unforeseen, any unforeseen problems that maybe are
21 materializing and to work with us to help resolve those
22 things. And just to give you an idea of some of the
23 things that we've done -- that the Town does to
24 continue to manage its transportation system, as I
25 said, we had the Memorial Road extension. We have a

1 project for, it's a traffic accident reduction program
2 through Department of Transportation at the
3 intersection of Trout Brook Drive and the Boulevard
4 where we are producing left-turn lanes again on Trout
5 Brook Drive. Left-turn lanes are just a tremendous way
6 to reduce accidents.

7 We are proposing the extension of the
8 pedestrian walkway from South Main Street over to
9 LaSalle Road, and Ron has told me that he is again
10 being able to talk with the post office about acquiring
11 property in order to do that. We've done a design of
12 that. We basically have plans that can be done rather
13 quickly. That would be a great project.

14 As I mentioned before, we have scheduled
15 a reconstruction of the Boulevard from Farmington
16 Avenue to South Main Street, 2005 and 2006. This year
17 you'll see the gas companies start replacing their 1930
18 gas mains in the Boulevard, starting at Farmington
19 Avenue, coming easterly, and I think that's another
20 arterial street that certainly deserves to be
21 reconstructed and improved.

22 We also have an approval of the Town
23 wide traffic signal modification program, which I think
24 some of you have heard about. That's scheduled to be
25 designed in 2005, and to be constructed in 2006 and

1 2007. That includes 35 traffic signals within the Town
2 in two phases. That will give us an opportunity to
3 review a number of the signal policies that we use and
4 review the whole types of designs that we use.

5 So the conclusion that we have out of
6 working for many months with Blue Back Square people
7 and having reviewed it internally many times with
8 private consultants that Ron has hired for us is that
9 the traffic generator from Blue Back Square can be
10 handled with the proposed improvements that are being
11 proposed here, and that it will be assimilated into the
12 character of West Hartford, and I think what's even
13 more important, that this development will truly be an
14 extension of West Hartford Center and will fit into the
15 character, and the traffic that you see out here today
16 will look very similar to the traffic after Blue Back
17 Square is built. There will be somewhat more. You
18 will see more of it during off-peak times than you do
19 now, but it won't be -- it won't be a gridlock system.
20 It won't be an overbearing system, and it won't be a
21 tremendous imposition to the people that are using this
22 community.

23 MR. VAN WINKLE: Thank you, David. Dave
24 mentioned Home Depot when we went through those
25 hearings. That was a long and difficult hearing, and

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1 there was a lot of discussion at that time about
2 parking and about traffic, and we went through a lot of
3 analysis, and Dave and his team worked with that
4 developer and came with a proposal for turn lanes, for
5 changes from New Britain Avenue all the way over, and
6 the projections of gridlock and problems that we had
7 heard about really aren't there. Home Depot fits very
8 well into the development over there, and we didn't end
9 up with traffic back-ups because of these changes that
10 we made. We have a history of working with these kinds
11 of things, and these guys are excellent. We are
12 blessed in West Hartford with a Town Engineer and a
13 staff here that really does a great job for us.

14 Dave is your Staff Engineer. He will be
15 here tomorrow night to answer questions. If you have
16 additional issues or you need some additional
17 explanation, he will be here along with other staff.

18 So we went back through parking again to
19 give you a staff report on that. You have also in your
20 file reports from the Town Planner and the Town
21 Engineer, recommendations on what they think still is
22 outstanding on this project that needs to be addressed.

23 That's really my portion of the project
24 tonight. We've taken a little longer than we thought,
25 but you thought that was hard, wait till you come to

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1 the next section.

2 Pat Alair is going to come up and
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3 discuss our Special Services District ordinance and our
4 Master Agreement, and then Jim Francis is going to do a
5 detailed discussion of the financial issues within the
6 Master Agreement. You have a handout on those pieces,
7 and we have a Power Point to do that. So Pat's
8 presentation is about 30 minutes, Pat?

9 MR. ALAIR: Promises, promises.

10 MR. VAN WINKLE: We have about another
11 30 minutes. Do you want to go another 30 minutes or
12 break now?

13 MAYOR HARRIS: I think we will go till
14 about 8:00.

15 MR. VAN WINKLE: Okay, Pat Alair, Deputy
16 Corporation Counsel.

17 MR. ALAIR: Good evening, Pat Alair,
18 Deputy Corporation Counsel for the record and between
19 us, Jim Francis and I, we are about to do the
20 impossible. We are going to make traffic engineering
21 sound exciting. No offense to traffic engineers.

22 Just so you know, you have in front of
23 you Jim's portion of the presentation. Due to
24 technical difficulties, my portion of the slides on
25 this program tonight will be provided to you in hard

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1 copy tomorrow night. I don't have them here this
2 evening.

3 As Ron indicated, we have switched. We
4 have gone off of zoning. We are now onto what might be

5 described as the business transaction side of this
6 project, and between us, Jim and I are hopefully going
7 to explain to you the details of that in enough detail
8 to answer most if not all of your questions.

9 It would be impossible for us, for those
10 people at home, to understand this is the Master
11 Agreement with its various exhibits. I asked somebody
12 if anybody has done a page count, nobody has tried
13 that. It is a little over 2 inches thick, 87 pages of
14 agreement, 29 articles, 45 exhibits, 21 pages of
15 definitions. Any document with 21 pages of definitions
16 we know is a problem. And about what my daughter
17 weighed when she was born, so I'm guessing about
18 8-and-a-half pounds.

19 Even if I went through this document
20 page by page, we couldn't possibly give you the
21 framework for how it came to be how it is today. That
22 would take hours, and you don't have time, and I'm sure
23 you don't have inclinations, so we are not going to try
24 to do that. We are going to try to give you an
25 overview of the key provisions, and that's all. I

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1 sometimes think the last great document written by a
2 lawyer was the Gettysburg address, which is why I keep
3 it in my pocket at all times. This ain't it.

4 Notice it didn't do that when Richard
5 was doing his.

6 At its heart, all of this documentation
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7 is about one simple thing, the purchase and sale of
8 real estate, and the associated easements with each of
9 the transactions we are talking about. The first
10 transaction is the Board of Education building purchase
11 and sale, purchased by BBS from the Town. That sale,
12 that transaction is subject to two related agreements,
13 one is the leaseback of the building during
14 construction during that period while we are in the
15 process of transitioning the Board from its current
16 home over here. It is also subject to an easement in
17 favor of the Town along the northern edge of that
18 building, what we have been referring to in Richard's
19 presentation as Building A for easements during
20 construction and easements to operate that building
21 through the northern edge of Blue Back Square and
22 Webster Walk so that people can actually work on the
23 outside of the building.

24 The second piece is the transaction
25 where a parcel, what has been referred to as parcel CD,

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1 the Hartford Hospital building and the residential
2 condominium building on the south side of Memorial
3 Road, from the Town to Blue Back Square, that parcel is
4 also subject to a couple of easements, one is a
5 construction easement. Obviously during construction,
6 they need access to the site, and the other is a
7 permanent easement for maintenance, some of which, some
8 portions of the building are right on the property

9 line, and they actually will need to do work from our
10 side of the line.

11 The North Garage has been referred to,
12 and just for purposes of the record, I have tried to
13 distinguish between Blue Back Square, the place, and
14 BBS as the developer, Blue Back Square Associates, so
15 when you see BBS up here, I'm referring to the
16 developer as opposed to the place.

17 The North Garage is obviously conveyed
18 from BBS after it builds that structure to the Town,
19 subject to easements which established the relationship
20 between the Town's structure, the garage structure and
21 the American Legion, which has what I will refer to in
22 the colloquial as a party wall. It's a little more
23 complicated than that technically, but it's also
24 subject to an easement you've heard alluded to, the
25 entrance to the underground parking beneath Building B

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1 comes through the North Garage. There is an easement
2 which runs in favor of the property owner, in favor of
3 BBS to access that parking garage beneath Building B
4 through our parking garage, and just, I will note that
5 that easement also runs in favor of the American
6 Legion, which has some spaces which it is leasing or
7 gaining rights to from BBS in that building for its
8 use.

9 Finally, the South Garage, which is also
10 being acquired by the Town from BBS, just to be clear,

11 they are building the garage on our property. We own
12 the land; they will build the building in it. We will
13 buy the building from them.

14 During that period of construction, it
15 is subject to a ground lease. The parcel is subject to
16 a ground lease in favor of BBS so that they can finance
17 the construction of that garage. The ground lease
18 terminates when we acquire the garage.

19 The remaining terms, the remainder of
20 this massive document, is essentially the price. It's
21 essentially the price terms, the terms under which we,
22 as the administration, believe that you, as the Council
23 and TP and Z would be willing to engage in these
24 transactions. Generally these two, the price terms can
25 be divided into two sort of subcategories, one is the

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1 obvious, the financial terms. I included in these two
2 items, which Jim will talk about in further detail, one
3 is what we call the tax-fixing agreement. Jim will
4 discuss this in further detail. It relates to Building
5 D and insures the payment of taxes on this building
6 even if it isn't built. The second is the Special
7 Services District. I'm going to come back at the end
8 after Jim's presentation and talk to you about the
9 Special Services District, both the ordinance and the
10 agreement in much more detail, but suffice it to say
11 for the moment that the Special Services District
12 generates a substantial portion of the revenue which is

13 ultimately coming back to the Town in exchange for this
14 transaction.

15 The risk mitigation terms are the second
16 category of price term, if you will, and those come in
17 a number of forms which Jim will also talk about in
18 more detail. The first is the initial closing
19 preconditions. You are going to hear a lot about the
20 initial closing because it triggers a lot of events.
21 It's a time -- it's a point in time from which all of
22 the other points in time are derived, and it sets out a
23 number of preconditions that start the ball rolling,
24 and as Jim will discuss in more detail, those
25 preconditions are there for the benefit of the Town to

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1 insure that certain items are in place before we take
2 any steps, before we take any risk, if you will, in
3 this transaction.

4 Following on the initial closing
5 precondition, as I indicated, there are a number of
6 subsequent steps to that, several of which are
7 individual closings, and the timing of those closings
8 also are a risk mitigation term.

9 Finally you heard Eric Henry the other
10 night speak about the environmental -- excuse me, the
11 environmental terms of the Master Agreement in some
12 brief detail. We view those also as a price term in
13 that they mitigate the Town's risk. They frankly
14 eliminate the Town's risk in terms of environmental

15 exposure on the site.

16 Understanding the financial and risk
17 mitigation terms are the key to your understanding of
18 the transaction. At this point I'm going to turn it
19 over to Jim to talk about those in more detail, and as
20 I indicated a moment ago, I will wrap up at the end,
21 talking about the Special Services District and both
22 from the ordinance and the point of view of the
23 agreement.

24 And I think we had actually talked
25 about, perhaps with the chair's consent, taking a break

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1 at this point so that we can load Jim's presentation
2 and so that you will all be fresh and vitalized for an
3 exciting discussion of the finances.

4 MAYOR HARRIS: We will take a ten-minute
5 break.

6 MR. ALAIR: Thank you.

7 MAYOR HARRIS: Thank you, Mr. Alair.

8 (Recess taken from 7:46 until 8:07.)

9 MAYOR HARRIS: If everybody can take
10 their seat so we can continue, please. We will begin
11 in about one minute.

12 We are going to go back on the record
13 right now. Mr. Francis.

14 MR. FRANCIS: Good evening, Mr. Mayor,
15 Madam Chair, members of the Town Council, members of
16 the Town Plan and Zoning Commission. I'm Jim Francis,

04-06-16

17 and I've been with the Town 24 years in a variety of
18 capacities, but tonight I'm here as the director of
19 finance for the Town of West Hartford, and I'm going to
20 present the Town's public financing plan for this
21 project.

22 I have to warn you that I don't have all
23 the colorful pictures to show you that you've seen in
24 the past. In fact, that's the only picture that I
25 have, but I want you to know that I do have a very

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1 sound financial picture to present to you this evening.

2 Before I begin though I'd like to point
3 out, you do have this document in front of you, I hope,
4 and it does have all of the charts that I'm going to be
5 referring to this evening and in the order I'm going to
6 be going through it, so you might find it easier to
7 look at that than the screen, especially because some
8 of them are very detailed and hard to follow at times.

9 A VOICE: What page are you on?

10 MR. FRANCIS: I'm right at the very
11 beginning. I'm not on any page yet.

12 A VOICE: okay, thank you.

13 MR. FRANCIS: We are going to start with
14 what the overall plan looks like and in terms of the
15 investments in this project which you've been told is a
16 158 million dollar project. You've heard about the
17 private investment, which was a little bit over 100
18 million dollars that's going to be involved in these

19 various uses and buildings that the developer has
20 already described those, and I won't go into that, only
21 to say that they do have about 40 million dollars in
22 private equity into the project, and they are going to
23 have about 70 million dollars of private institutional
24 financing in the project.

25 Again, I'm not going to go into that

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1 detail because this is really the presentation of the
2 public financing piece, which is the 48.8 million
3 dollar bond that we are going to issue and the
4 resultant debt service that will come from that. Now,
5 that bond is designed to be paid off primarily from a
6 special services tax and from revenue from parking in
7 the development, and we will get into the specifics of
8 how that occurs in this project.

9 The results of the project are that we
10 are looking at an estimated 82 million dollars in new
11 taxable assessed value to the community, which is a 3.2
12 percent increase in our grand list, and that's going to
13 generate approximately 2.8 million dollar net increase
14 in the general property tax.

15 Because we are going to deal with the
16 public financing, let's look at that element a little
17 more closely, which is the next chart, and the public
18 financing has a number of transactions that are part of
19 this proposal, listed under Proposed Financial Plan,
20 and we also have then listed some of the investments of

21 the Town and some of the return on those investments.
22 I'm going to go over those each briefly so we
23 understand the overall picture of the plan.

24 The value of the land, which is two
25 parcels, the parcel A, which is the Board of Ed

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1 building, and parcel CD, which is the south side of
2 Memorial Road, has been appraised for 10.8 million
3 dollars, and there is a transfer of that land to the
4 developer. There is also the facade preservation,
5 which is the value -- we had a determination that there
6 was value to the community to preserving the facade in
7 front of the Board of Education building, and the value
8 of that is 1.7 million. We are adding open space in
9 this plan, which is primarily the Trout Brook area at
10 200,000. We are going to do renovations in Town Hall,
11 which will accommodate the Board of Education offices
12 in this building, estimated at 7 million. We are going
13 to have an addition to the library, which has a value
14 of 5.6 million. We are then going to bond for those
15 projects, which has a 12.6 million dollar cost to it,
16 and that's our investment in that. We are going to buy
17 the two garages and the land under the North Garage and
18 that has a value of 21.9 million. There is also the
19 environmental cleanup, which is primarily on the Grody
20 site, and our concern is primarily under the north
21 garage site, and that has a value of almost a
22 million-and-a-half. The bond for those garages, to

23 purchase the garages and the land is 21.9 million, as
24 our investment.

25 Public improvements include the

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1 improvements to streets and sidewalks and curbs and
2 that sort of thing, and that's geared at 13.1 million,
3 again the bond is 13.1 also.

4 Next we have some of the revenue that
5 comes through the Town off of this project, and the
6 first is the Special Services District tax, which has a
7 value of 20.8 million, and that value is the total
8 value of that tax over the 20-year period of the bond,
9 and put into today's dollars. So if we got all of that
10 money at one time, it would be 20.8 million. The
11 parking revenue on the same basis is 25.6 million
12 dollars.

13 We also have a small lease of a parcel
14 next to the library, and that's about a quarter million
15 dollars, and then in addition to that, we have our
16 general property tax that we will be assessing, and the
17 present value of that is 37 million dollars. So you
18 see on the overall plan what you really have is an
19 investment by the Town of almost 60 million dollars,
20 that 58.4 number, and you have a return on that of
21 about 135 million dollars in value, so that we have a
22 net change in assets of 76.4 million dollars.

23 Now, to look at this plan in an annual
24 basis in terms of cash flows, what we've done, and

25 that's the next chart, is we have our annual revenues,

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1 which are the Special Services District tax, the
2 parking revenue, the library lease, some interest
3 income, and again the property tax, which totals 6.6
4 million. We then have our annual expenses, which is
5 the debt service expense that we have. Once we issue
6 the bonds, we will have debt service expense and that
7 will total up, on a present value basis, to 3.7
8 million, which will give us a net income of 2.8.

9 Now, the analysis we did throughout this
10 project is that we tried to look at the project be
11 self-sustaining without the use of the property tax, so
12 the far right-hand column on this chart shows that
13 analysis without us using any of the property tax,
14 which is that 2.8 million figure, and from that you see
15 that what we've come up with in this plan is a plan
16 that will pay for itself. In other words, the revenues
17 we generate will pay for the debt service that we will
18 incur off of this project, and that was the goal that
19 we had when we set about to participate in this
20 project.

21 That's really the overall plan, and now
22 I want to talk a little bit about how we got there and
23 explain those numbers in more detail. We started out
24 with this plan a couple of years ago actually in
25 discussing it, and we've had some common community

1 goals which Barry and the developer have expressed to
2 you over their two days of presentation, and from that
3 flowed a number of principles, including our public
4 finance principles, some of which we've had for a long
5 time, but I want to kind of repeat these because they
6 are important for how we look at this financial plan
7 and the things that we took into consideration when we
8 looked at options as well as the final plan itself.

9 The first is the economic growth in the
10 grand list was one of our first principles. Now, Barry
11 mentioned this Thursday, last Thursday in his opening
12 statement, that this was crucial to the development of
13 the Town, and I want to just go into a little more
14 detail on that point. When we look at the economic
15 growth of the grand list, and we compare it to other
16 triple A rated communities in Connecticut, and there
17 are 11 communities in Connecticut with a triple A
18 rating, and we look at the last five years the average
19 growth in grand list, what we see is West Hartford has
20 averaged a .77 percent increase in its grand list over
21 the last five years, and that puts us, out of 11 triple
22 A communities, that puts us 11th in terms of our grand
23 list growth.

24 Near us are Darien and Stamford, who are
25 about 1 percent, have averaged about 1 percent. And on

1 the other end of that scale is Ridgefield and Avon,
2 which have averaged about 3 percent growth per year.
3 Again, the average has been 1.82 percent for all triple
4 A communities, and we are less than half of that
5 average.

6 To get a different perspective on it
7 from some other communities, we looked at ten similarly
8 sized communities so that we could focus on, that they
9 had different characteristics to them perhaps than what
10 the triple A communities would have. When we looked at
11 that analysis, again, we were next to last on that in
12 terms of our annual grand list growth, and you'll see
13 that near East Hartford and West Haven are about 1
14 percent growth, which are the closest ones to us, and
15 at the other end you have Manchester and Milford, which
16 are about 2 percent growth per year. So again, we fall
17 behind similar-sized communities in terms of our grand
18 list growth. Even more significant to this number,
19 this .77 number, is the fact that on real property
20 growth, that has averaged over that five years only .2
21 percent, so the rest of the growth that we've had, the
22 .57 percent has been in automobiles, the value of
23 automobiles in the community and the value of personal
24 property, so there has been very little comparatively
25 real growth to the grand list from real property, and

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1 so that is why right at the top of the list, in terms
2 of our principles, you'll find that we want to
3 encourage the growth in the grand list in our financial
4 endeavors.

5 Now, what comes from that is property
6 tax revenue, and certainly as the grand list grows and
7 that becomes more diverse, that helps in terms of our
8 property taxes, and in this case, we said that we
9 wanted to preserve that property tax for Town use.
10 That principle by itself makes this a unique project in
11 terms of economic development. If you go to other
12 municipalities, you are going to find for economic
13 development that they are doing such things as offering
14 tax abatements, tax deferrals, tax increment financing,
15 assemblage of property, all actions that will use that
16 property tax that they will get from the new
17 development and essentially give it back so that the
18 community does not benefit from any increase in their
19 tax revenue. It brings business in and development in,
20 but it doesn't do anything for their property tax
21 revenues.

22 In this case, right from the very
23 beginning, we said if we are going to participate in
24 this plan and this project, we are going to preserve
25 that tax base. We are going to increase it, and we are

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1 not going to have anything affect that, and that was
2 the basic principle from the very beginning.

3 Third, we said that we wanted to
4 maximize our public policy flexibility, and we did that
5 through a number of ways that I'll point out later in
6 the presentation, but just as an example, the garage,
7 the decision on buying the garages was based on that
8 flexibility. We've tried to model even the selling of
9 the bonds based on some flexibilities. The design of
10 the Special Development District that Pat Alair is
11 going to talk about after I'm done is designed to have
12 the Council truly involved and in control of that so
13 that they can maximize their public policy flexibility
14 in that regard also. So that was a key component to
15 how we would structure this financial deal.

16 Fourth, we wanted to maximize the use of
17 the fact that we are a triple A rated community, and
18 we've been that way for a long time. It's been made
19 very clear to me that we are not going to lose that
20 during my watch, and so I will take every endeavor to
21 remind you of what helps maintain that and what doesn't
22 help maintain that. But at the same time, just because
23 we have a triple A rating, it's not like a trophy we
24 want to just stand on a trophy place someplace, and it
25 looks good, but we don't really make use of it. It

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1 does create a lot of economic power for us, and to the
2 extent that we can use that power to benefit the
3 community, we want to do that, and that's our fourth
4 public finance principle.

5 And fifth, we want to minimize risk.
6 Certainly as a public entity, we are very much aware
7 that we are using public funds, that we want to take
8 every opportunity to minimize the risk of those public
9 funds, and I think in this kind of development, or any
10 kind of development, this really distinguishes itself
11 between the interests of the Town and the interests of
12 any developer.

13 We have clear guidelines and clear
14 indicators of what goes into that risk element, and
15 they are much different from a private developer. The
16 concept of risk for them is much different and speaks
17 more to return on investment, where our risk speaks to
18 how do we preserve the public trust and public funds.
19 So it's really a real distinction, and that came
20 through in a number of discussions and negotiations
21 that we had in the last two years, but certainly it is
22 one of our five principles.

23 Now, based on that, we had discussions
24 on, you know, what our involvement was going to be and
25 just how we were going to participate, and so the

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1 question of, well, how do we spend 48.8 million
2 dollars? And those expenses in this plan are, there is
3 going to be a renovation to Town Hall. There will be
4 an addition to the library. We will purchase the North
5 Garage and the land under it. We will purchase the
6 South Garage. We will purchase site improvements,

7 again, the streets and sidewalk improvements, and there
8 are also financing and issuance costs relative to
9 short-term borrowing. So those are the 48 million
10 dollars of expenses that we have, but it's important to
11 note that even though those are there, that nothing is
12 going to happen until, as Pat alluded to, this magic
13 Town parcel closing date, TPCD, which is in all the
14 documents and the Master Agreement. That date is a
15 date defined where there will be no land transactions,
16 there will be no debt issued prior to that date. Even
17 if you should act favorably on this project, until this
18 date occurs, and it's defined in the Master Agreement
19 as a date somewhere between July 2004 and August 2006,
20 and can be extended by mutual agreement of both
21 parties, but until this date occurs, there will be no
22 transactions taking place.

23 Now, the preconditions on that are that
24 the developer has their loans approved; they've secured
25 their equity funds; the bond ordinance has been

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1 enacted; the zoning approvals attained; the state
2 traffic commission certificate has been obtained; the
3 Special Services District has been approved and is in
4 full effect; the developer has acquired all of the
5 property that will be part of this development; that
6 the construction contracts have been entered into; that
7 the building permits for the construction that will
8 begin immediately after this have been obtained; the

9 public improvement plans have been submitted and
10 approved by the Town; any referenda have been
11 concluded; there are no pending lawsuits that are going
12 to substantially impact this project, and try-party
13 agreement between the mortgage lender and the developer
14 and the Town has been executed. So these are all
15 conditions that we put in to protect the Town from
16 having any transactions take place prematurely, and
17 again, this will happen if approvals were given by your
18 two bodies within the next two years.

19 Now, once that happens, once that date
20 comes and all those conditions are being met, then we
21 get into construction, and I'm on the timeline for
22 construction piece now. If you take the line just
23 before the top and coming down just before the month 1
24 and say that that's the Town parcel closing date, then
25 these are the months beyond that, month 1 and so on.

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1 So for instance, the first project there is the Town
2 Hall renovation, and after the Town project closing
3 date, that development or that effort would start. It
4 takes about 12 months. It's planned to be done 12
5 months after that closing date. Then you can see each
6 of the projects that are part of this have their own
7 timeline for construction and completion.

8 Now, from a financial standpoint, that
9 turns into a money schedule, an expenditure schedule.
10 And the next chart shows what the flow of money is on a

11 monthly basis. Again, this line across is your Town
12 planning closing date. When that occurs, you have an
13 immediate expenditure of about 3.2 million dollars, and
14 that's based on the architecture and engineering costs
15 that have gone on for the various projects.

16 Now, the developer is going to start
17 immediately on Building C, which is the Hartford
18 Hospital building, and construction on that, as well as
19 some other parts of the project. The Town is going to
20 start immediately on the renovations to Town Hall, and
21 again, as I pointed out in the previous chart, that's a
22 12-month schedule. That's the estimated schedule in
23 terms of the finances that we would expend during that
24 period.

25 The Town is also going to start the

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1 library, but not until probably nine months after the
2 closing date, and again, we have about a 12-month
3 construction time frame so that about 20 months past
4 that closing date we will complete the library
5 addition.

6 Now, those two projects, both the Town
7 Hall and the library, are typical capital projects that
8 we would do, just like we do every year, whether it's
9 building a school or constructing a road or some other
10 public facility. Those are projects the Town is going
11 to bid, that the Town is going to manage that, the Town
12 is going to do the inspections and improve that,

13 similar to any other project we would do from a capital
14 budget.

15 The North Garage and the South Garage
16 are going to be built by the developer, and then we
17 will purchase them at a date after they've been built.
18 Now, for instance, the South Garage, while that would
19 start right after that closing date, it's scheduled to
20 be about 17 months before we actually purchase that,
21 and then we would purchase the South Garage. The North
22 Garage, while it would start, again, relatively soon
23 after the closing date, we would not purchase until
24 about 26 months after that initial closing date, the
25 Town parcel closing date.

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1 Now, we put some conditions on the
2 purchase of those Town garages, again, in trying to
3 minimize our risk of owning those, and these are in the
4 Master Agreement.

5 For the North Garage closing, we said it
6 can occur earlier than 24 months after the initial
7 closing, that obviously the certificate of completion
8 needs to have been issued, the developer needs to
9 complete the environmental remediation activities
10 because that's the garage on the Grody site that needs
11 most of the environmental work, so they have to
12 complete all of those activities. They also have to
13 have preleased 70,000 square feet of retail space in
14 either Building A, which is the Board of Ed building

15 site, or Building B-1, which is the other site on
16 Memorial Road, north on Memorial Road.

17 And fourth, before we would purchase the
18 garage, there is going to have to be a certificate of
19 occupancy for Building B-1, and also at least one
20 tenant on residential tenant space located within that
21 building must have received a permanent certificate of
22 occupancy.

23 Now, the reason we put those conditions
24 in is because we didn't want to have a parking garage
25 that we bought that no one is going to come to, and so

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1 what we said is, we're going to tie that to the other
2 development and have those buildings not only built,
3 but ready to be occupied and in fact being occupied
4 before we took over ownership and bought the garage.

5 Now, the same thing holds true on the
6 South Garage, which is the garage next to Building C,
7 which is the Hartford Hospital development, and that is
8 currently on Town property. Again, you obviously have
9 to have the certificate of completion for the garage,
10 but the developer in this case has to have preleased at
11 least 40,000 square feet of retail space in that
12 Building C, or the Hartford Hospital building, and have
13 issued temporary certificate of occupancy for Building
14 C and at least one nonresidential tenant space located
15 in the building. Now we expect that to be Hartford
16 Hospital, but it could be Healthtrax, which is also in

17 there, but they have to have again issued those
18 certificates of occupancy, so that when we buy the
19 South Garage, we expect Building C is going to be
20 operational, and Building C is where most of the people
21 who will park in that garage will be going to, either
22 working or going to that building. So we put those
23 conditions on, again, so that we would buy the garages
24 when they were going to become operational, and we
25 wouldn't have assets that were just sitting there and

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1 not doing anything for us, not working for us.

2 The site improvements are another
3 element. The site improvements, if you remember in the
4 revenue stream, actually start right after the initial
5 Town parcel closing date, and they go for the entire 26
6 months of the construction. Again, these are street
7 improvements and lights and sidewalks. In this case,
8 the Town actually acts as the bank almost, where the
9 construction is done through the developer, but they
10 bill us monthly for expenses once we've approved those
11 and inspected what's been done. So we are going to pay
12 on a monthly basis for those improvements as they are
13 done.

14 Now, those expenses on a monthly basis,
15 which is this list through 26 months on the next chart,
16 turn into our debt service. Those are the expenses we
17 will have and now we've got to finance that. We've got
18 to come up with that money, and we are going to do that

19 by entering into debt service. The first year we
20 anticipate having a bond anticipation note of about 12
21 million dollars to cover the expenses in that first
22 year. The second year we will have another bond
23 anticipation note of about 22 million dollars that
24 would cover the expenses in that year, and then we will
25 issue the general obligation bond where we roll forward

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1 the interest off of the initial short-term borrowings,
2 which is estimated at 1.1 million, which gives us that
3 48.8 million dollar general obligation bond that will
4 be issued towards the end of the construction period.

5 Now, once we issue that bond, that then
6 turns into our debt service payment schedule, so now
7 we've incurred the debt and now we have to pay it back.
8 And we structured that so that the first year of that
9 debt payment we are only going to make interest
10 payments on that 48 million dollar bond, and that's
11 again so that the project develops further to develop
12 the revenues actually. After that, we are going to
13 have 19 years of the bond where we are paying a
14 substantially equal basis, in other words, the next
15 nine years would be equal payments on a semi annual
16 basis. The following ten years would also be equal
17 payments. They are a little different in this because
18 we've back loaded that just slightly, but it's still
19 under the qualification of being substantially equal,
20 and that's how we geared the bond to be structured.

04-06-16

21 Now, there is a question when we issue a
22 bond, 48.8 million dollars, of what impact will that
23 additional debt have on our triple A rating, and that's
24 obviously one of the big questions that comes out and
25 on our capacity to do other work.

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1 I have met, and the budget and finance
2 committee members of the Town Council have heard this
3 before and I'm going to repeat it, I sound kind of like
4 a broken record tonight probably, but I've met with
5 both Moody's and Standard & Poors at least three times
6 formally and many times informally on this very issue.
7 I've talked to them about this bond, and we've talked
8 about the indices that I'm going to show you, and
9 they've told me that this bond will not impact the
10 Town's triple A bond rating even if we don't get any
11 revenue to offset the debt service. Now I'll come back
12 to that in a minute.

13 What you need to know is on our capital
14 financing plan, it is really a policy and a finance
15 document. It is not a project-based document. And
16 what I mean by that is, we don't sit around every year
17 and say, well, who wants to do what this year, and put
18 that together and figure out how much it's going to
19 cost, and then present it to the Council and say here
20 is our bond for this year.

21 What has happened is that going back
22 many years, several years, the Council adopted policy

23 and has maintained that every year after review of
24 saying, these are indicators of the financial capacity
25 of this community in terms of debt service, and we've

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1 put those indicators together, and we monitor that to
2 make sure that we are within those financial indicators
3 which indicates our capacity as determined by the
4 Council to enter into debt service.

5 Now, there are three indicators. We
6 deal with a lot of indicators on this model. Over 20
7 in fact, but there are three that are primarily of
8 importance to the bond rating agencies, and I'm going
9 to review those three with you. The first one is net
10 long-term debt per capita, and our policy in this area
11 is that debt per capita should not exceed 1,845
12 dollars. That was in fiscal year '04, this fiscal
13 year, and that policy is represented by the red line in
14 that chart going out to 2013.

15 Now, what happens, as you can see, is
16 we've been in the 1400s, we are at about 1700 right
17 now, and we will be in the 1700s next year. When we
18 issue this debt, and assuming that there is no revenue
19 to pay off the debt, then that debt per capita jumps to
20 2500 dollars, and then it comes down over about four
21 years, so we are back under the policy line.

22 Now, to put that into some perspective,
23 in fiscal year '03, which is the last year we have data
24 for other communities, the triple A communities in

25 Connecticut, again, of which there are 11 including

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1 ourselves, in 2003, when we had a 1,448 dollar debt per
2 capita, they averaged 3,118 dollars per capita, so they
3 would have been up off this chart actually, in terms of
4 where the bar would have been for them. That was the
5 average. Eight of those communities had over 2,000
6 dollars per capita.

7 So on a comparison basis, the trend for
8 those communities has been going up over time, and on a
9 comparison basis, we are going to be very comparable,
10 and especially this debt has always been considered or
11 this trend and policy has always been considered very
12 conservative by the rating agencies, that we have a
13 very low net debt -- net long-term debt per capita
14 ratio, and that's a good thing for us. And we will
15 stay within that policy even doing this project and
16 even with the assumption that there is no revenue.

17 The second indicator which is highly
18 critical to the rating agencies is our ratio of annual
19 debt service to our general fund operating expenses.
20 The Council set a policy that says debt service shall
21 not exceed 10 percent of the general fund expenditures
22 and we'd like to target even less. We've been in the 7
23 percent range. When we issue this debt of 48 million
24 dollars on top of our existing debt, we will jump to
25 about 10.2 for the first year, that then comes down for

1 about four years to slightly under 10, and then we will
2 come down to about 8, the high 8 percent and remain
3 there for the rest of the 20-year period.

4 Again, in comparison in 2003, the other
5 triple A communities were at 8.4 percent; we were at
6 7.1 at that time. And there were four communities in
7 2003 that were over 10 percent. So we have always been
8 low comparatively with this, on this indicator, with
9 other communities and as a standard by itself, and we
10 think we are going to continue to be low, and again
11 remember, this is based on there being absolutely no
12 revenue to offset this debt.

13 The third indicator is the amount of
14 principal that we retire within ten years. The policy
15 that we have is that we want to have at least 65
16 percent of principal retired in ten years or higher.
17 Again, we've been in the past in the mid-seventies and
18 jumping up to eighty. When we issue this debt, we will
19 initially go down to about 66 percent, and then the
20 structure will come back up into the seventies again,
21 the high seventies and continue that way.

22 So even with issuing this debt, we will
23 be within this policy for all years of the 20-year
24 period, and it's also important to remember that this
25 is while we are still continuing to do the capital

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1 improvement plan that has been approved, so we haven't
2 taken anything out of that. We will continue that plan
3 as it's been approved, and it's a 12-year plan, so we
4 continue our effort in capital improvements the same as
5 if we didn't do this project. This is on top of it.

6 So again, as I mentioned, both Moody's
7 and Standard & Poors said that and have told me that,
8 and I should go back and explain that besides the
9 discussions I had and a couple of times a group of us
10 went from the Town Council and Mr. Feldman and myself
11 to talk to them also. We asked them to take this
12 policy, this issue of issuing debt to their rating
13 committees, so not that we were just going to talk with
14 them individually, but we asked them to take it to
15 their rating communities and get any feedback from them
16 that would be useful to us, and the feedback from the
17 committees was, again, that the triple A would not be
18 affected by the issuance of this debt even if we have
19 no revenue to offset the debt payments.

20 Now, if we have revenue that offsets the
21 debt payments, they won't even consider this as part of
22 our debt structure, in terms of putting all these
23 indicators together, so we will be even in a much
24 better position.

25 To kind of review where the bond

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2 amount to be authorized is 48.8 million. These are the
3 uses of it that add up to that, again the Town Hall
4 renovation, the library addition, the purchase of the
5 North Garage and the South Garage, the land under the
6 North Garage, the site improvements and also the
7 short-term financing and issuance cost. That's the
8 48.8. We have assumed in the model an interest rate of
9 4.5 percent. Just so you know on that, the last time
10 we issued debt was in February, and we did it at 3.79
11 percent. We would be at about 4 percent right now if
12 we issued debt.

13 The design of the bond is that we would
14 have two one-year bond anticipation notes. We assume
15 with the one-year notes, we'd have a 2 and a quarter
16 percent, 2-and-a-half percent interest rate. We would
17 also have the first year the general obligation bond
18 paid at interest only, and then we would have 19 years
19 of substantially equal payments.

20 The other thing that is in the bond
21 ordinance that you should be aware of is that it does
22 allow us to look at interest rates swap agreements, and
23 that would be for the purpose of us moderating future
24 interest rate fluctuations. We would do that only if
25 it results in an overall cost savings, and that would

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1 have to be approved by the Town Council if we went in
2 that direction. So again, we did that so that we could
3 minimize some of the risks that might be involved in

4 interest rates.

5 Now that we've issued that debt, how are
6 we going to pay for it? And again, we've outlined in
7 terms of revenues, certainly the basic property tax
8 that we will get from this development, and we are
9 going to preserve that property tax, so we developed
10 two ways, two major ways of paying for the debt
11 service. One is a Special Services District tax, which
12 is estimated at 1.7 million, and also revenue from
13 parking, which is estimated at 1.9 million. There is
14 also the library lease, the small amount from the
15 library lease and some interest income generated.

16 I'm going to talk first about the
17 Special Services District tax. It's important to
18 realize that that tax begins upon the first tenant
19 getting a CO in any particular building, and when that
20 happens, the entire tax for the building becomes in
21 effect, and it will continue in effect for the entire
22 20-year period of the bond at that point. The SSD tax
23 actually continues after the bond -- after the 20-year
24 bond, but not at the same rate. It will only be for
25 special services within the district. But it's

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1 important to understand on that that there is no
2 connection with occupancy of the buildings and that
3 tax, so if one tenant, for instance starts in a
4 building, say Building A, which is the Board of
5 Education building, the entire tax on that building

6 begins.

7 If after, say, five years or seven
8 years, the vacancy rate is 10, 15, 20 percent, it
9 doesn't make any difference. There is no change in
10 that tax. So there is absolutely no connection to
11 occupancy or vacancy rates in the buildings. So once
12 that starts, once a tenant is occupied, that tax begins
13 and goes through the entire 20 years at the same
14 amount.

15 Now, the Special Services District tax
16 was also part of the transaction with the two parcels
17 of land, and that being the Board of Education building
18 and the parcel on the south side of Memorial Road. We
19 made some conditions when we made that agreement for
20 the conveyance of those buildings, and again, in order
21 to minimize our risk in doing that, we said that the
22 Town's right of reentry would be evident in case of
23 default or until Building A is completed. There is for
24 Building A, the Board of Education building.

25 We also have the right to repurchase

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1 that parcel in 100 years for price equal to the value
2 of the improvements, plus one dollar for the land. We
3 put a restriction on the facade, because as I said
4 before, we want to maintain the facade, and so that was
5 one of the restrictions, and we also had the developer
6 accept responsibility for any environmental cleanup on
7 the site and to indemnify the Town from any

8 contamination of its other property emanating from the
9 site.

10 In terms of the conditions we put on
11 parcel C, which is the Hartford Hospital space, and D,
12 which is where the primary residential housing would
13 be, the Town has right of reentry in the case of
14 default, and for parcel D, default would include
15 failure to commence construction within 74 months of
16 that initial closing date, the Town parcel closing
17 date, or for failure to complete construction in 94
18 months following the initial closing.

19 That was done because the residential
20 component was very important to us to be a part of this
21 development, this mixed-use development, and in terms
22 of trying to build a neighborhood with this development
23 and not just have retail development going on at this
24 location. So we put those conditions on.

25 What we also looked at, in terms of this

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1 agreement, is well, wouldn't it be better if we simply
2 had them purchase the land on a cash exchange? Buy the
3 land, we will give it to them, not have all this
4 Special Services District tax and what goes along with
5 that. So we looked at that, and we said, well, let's
6 assume that we sold it for 12.6 million, which is the
7 value of what both the Town Hall renovations and the
8 library additions would be. So if we are going to
9 vacate that, we want to cover our expenses. We said

10 we'd sell it for 12.6. Remember it was appraised, all
11 of that land and building was appraised at 10.8
12 million, and then we said, well, okay, and then we will
13 take that cash, and we will simply pay for the
14 additions to the library and the renovations to Town
15 Hall.

16 When we do that, you then eliminate, of
17 course, the revenue from the SSD tax, and you also
18 eliminate the debt service for doing the Town Hall and
19 the library. What happens, however, when you do that
20 is the revenue no longer covers the debt service. The
21 remaining revenue will not cover the debt service, and
22 you are going to come up about 700,000 dollars annually
23 short of that. What that means is, if you want to do a
24 business deal on that basis, you are now going to eat
25 into your base property tax at 2.8 million, and we said

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1 as one of our principles that we weren't going to touch
2 that. So this to us was not a good business deal for
3 us to sell it for cash exchange.

4 Again, if you remember, we valued the
5 SSD tax at over 20 million dollars. If we took the
6 20-year flow of that cash and got a lump sum, that's
7 got a value of over 20 million dollars. So again, in
8 our eyes, it was not a good business deal to make a
9 cash transaction for that land.

10 Now, parking was the next revenue I want
11 to talk about, and that's actually the biggest source

12 of revenue that goes against the debt structure, so I'm
13 going to take a little more time to go into a little
14 more detail, and I hope you stay with me on this, but I
15 think it's important, because of the concerns with
16 parking revenue and the fluctuations that could happen
17 with that, for you to understand what went into our
18 thinking on parking and how we made those projections.

19 First of all, to talk about just the
20 assumptions, now, you've seen these before, the
21 developer, through their consultant Desman Associates
22 presenting their parking assumptions. These are
23 exactly the same assumptions, so the 1,011 structured
24 parking spaces, the 111 on-street parking spaces, again
25 the 535 Town Hall spaces, the times, the rates, these

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1 are all the same assumptions. So we both worked off
2 similar assumptions.

3 The overall projection that we had, and
4 that's done by the number of parkers per year, based on
5 garages in the weekday, meters in the weekday, and then
6 garages on the weekends and some permit parking, same
7 kind of analysis that the consultants have done. We
8 came up to 2.7 million of gross parking revenue. We
9 had an operation and maintenance cost of 759,000, which
10 gives us that net million 960.

11 Now, if you'll remember when the
12 consultant presented their report, their net parking
13 revenue number was 2.4 million dollars, 2.45 million

14 dollars. So our assumption of revenue is 20 percent
15 less than the consultant's recommendation on that.
16 Now, I'm going to get into how we came up with that,
17 and the first area you want to look at is obviously
18 utilization. Now, we took these numbers, so you are
19 talking about 700,000 annual parkers in the garage on a
20 weekday or 133,000 parkers annually at meters on a
21 weekday, and quite frankly, that didn't make a whole
22 lot of sense to us. It was hard for us to visualize
23 that, so we put it into a little different language,
24 which is on those particular items, we put it into cars
25 per day per space, because we felt that we could

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1 understand and visualize how many cars per day per
2 space better than we could visualize annual numbers.
3 In doing that then we had several
4 comparisons of the, first of all, we had the
5 developer's consultant, Desman Associates. We have our
6 own experience with parking, and we have analyzed that.
7 We also had a separate consultant do an analysis of
8 parking, and we then developed our own kind of low to
9 high range of what we considered options that would be
10 available on this, and in the far right, you'll see the
11 assumptions that we actually used in the model.
12 Now, the monthly permits were all about
13 the same, and that's based on the number of -- the
14 types of uses and so on, so there isn't really much
15 difference in all of those assumptions. The weekly

16 garage, however, the consultant's report had 3.29 cars
17 per day per space. Our own experience with parking,
18 not in a garage, but in the lots, is six cars per day
19 per space, and we used in the assumption of building
20 this model 2.9, which is actually about 90 percent of
21 the consultant's number.

22 For weekly meters, we are all about the
23 same, which is we are all about five cars per day per
24 space, and we are slightly above that in our
25 experience, and that's because the meters are certainly

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1 the first priority for someone coming into a place.
2 They look for meters before they are going to look to
3 the garage, and so meters generally get a higher
4 utilization rate.

5 Saturday garages. The Saturday garage,
6 the consultant was at 2.3, we are at .75 cars per day
7 per space. Again, it's just different assumptions on
8 utilization. Saturday meters, they are at 3.89. Our
9 experience with meters is that we have 2.98 cars per
10 day at each meter, and we are using in the assumptions
11 that we built this to cars per day per meter on
12 Saturday.

13 On Sunday, the garage, they are at one
14 car per space and we are at .33, again these are
15 factors of the others, but the consistent pattern, as
16 you can see, is the assumptions we made are lower than,
17 not only the consultant's, but our own experience. And

18 we did that intentionally, so that we come up with that
19 2.7 million dollar gross revenue figure versus if you
20 translated our own experience, you'd get 3.3 million
21 dollars. Desman presented a report with 3.1 million
22 dollars; our consultant gave us a report for 3.9
23 million dollars. So you can see again, we've taken the
24 lowest projection of cost.

25 Now, the other thing that goes into that

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1 is what rates are you going to charge, and so that has
2 a tremendous impact in terms of what kind of revenue
3 you are going to generate. We assumed in this -- over
4 this 20-year period that monthly permits would start at
5 100 dollars per space a month, that parking at the
6 meters, on-street at the meters was 75 cents per hour
7 and parking in the garage was 1.50 per hour, and then
8 we went for permits. We said every five years we would
9 increase that by 10 dollars, so we went to 110, 120 at
10 ten years, 130 at 15 years, and then we cap at 130 up
11 to the 20 years.

12 For parking meters, we have only one
13 adjustment, and that was in year 12 of 25 cents up to a
14 dollar an hour, so there is only assumed one adjustment
15 to parking meters. For parking in the garage, we
16 assumed a 25 cent adjustment to that every seven years,
17 so we jumped to 1.75 in year seven, and then we jumped
18 to 2 dollars around year 14, and then we jumped to 2.25
19 at the end. Those rate increases are, when you average

20 them out over 20 years, are slightly above 2 percent
21 per year if you were going to do it that way. We
22 figured that that was reasonable assumptions to use in
23 terms of building the model to project revenue.

24 We also had the operation maintenance
25 was 759. I'll explain that in a minute, but we took

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1 that over 20 years and said that that was going to
2 increase by 3-and-a-half percent per year, so you can
3 see here the schedule, just the 20-year schedule, that
4 while 1.96 is what we would get in an initial year,
5 year 20 would be at about 2.4 million.

6 The thing that's important to remember
7 on that is that after year 20 and the bonds are paid
8 off, that revenue is clear to the Town, so you now have
9 that revenue stream coming into the Town, and you don't
10 have the corresponding debt to go along with it, so the
11 Town would be free to use that in whatever manner they
12 felt fit.

13 I just want to talk a little bit about
14 the operation and maintenance. I'm not going to go
15 over all the details in this chart, but only to show
16 you that the two consultants had 665 as a number, an
17 annual number, and 720, and then through our own
18 expertise here and developing a budget for operation
19 and maintenance, we came up with the 759 number.
20 Again, in this case we took the highest O and M cost to
21 apply to the model.

22 So if you go back and you apply all of
23 that, you will see that we are at our 960, our own
24 experience as a net revenue again, by taking the lowest
25 revenue projection and the highest O and M cost, we get

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1 1.9 million dollars. Our own experience would say that
2 we would be at 2.6 million. Desman Associates said we
3 would be at a little over 2.4. Our own consultant told
4 us that we'd be at about 3.1 million dollars of net
5 revenue. Again, for this model we've used the lower
6 time frame, the lower amount.

7 We also looked, in terms of garages, at
8 should we own the garages, and that question came up,
9 and we spent a lot of time on that. The question of
10 whether we should own them and why, and there are
11 several reasons why we decided that it would be in the
12 best interest of the Town to own the garages. First of
13 all, we did talk to the developer about that and the
14 possibility of them simply building those garages,
15 keeping ownership and then therefore they keep the
16 revenue. In discussing that with them, that really
17 didn't fit into their financial model, the reason being
18 of course instead of a short-term lending arrangement
19 until we bought it, they now have to enter into some
20 long-term lending. Their rates are certainly much
21 higher than the rates that we are going to have, and
22 some of the amenities then that we would put into the
23 garage and have insisted upon, such as escalators and

24 more open space and lots and lots and lots of lighting,
25 you probably wouldn't be able to do as a private

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1 developer. Those are all important public policy
2 issues that we thought we should maintain control on.

3 There are also issues in terms of public
4 safety and our ability to monitor that, our ability
5 with public policy to set the rates, to set the hours
6 of operation, and so those were public policy issues
7 that we felt it was important to keep control on.

8 We then also looked at it from simply a
9 business transaction and we said, well, if we don't
10 have the parking revenue, and we don't have the parking
11 debt, what does that mean? And again, what we find is
12 that the revenues that -- the remaining revenues will
13 not pay for the remaining debt service. So now you are
14 in a situation again of having to go back to your base
15 property tax and use that towards the support of this
16 project, and again our principles said that we would
17 not do that. So we eliminated it for that reason.

18 And in addition to that, we looked at
19 the garages as somewhat of having an opportunity cost
20 for us, and by that I mean we were very conservative
21 with the estimates, so we looked at our proposed plan
22 with the next highest estimate, not the highest, but
23 the next highest parking estimate, which came from the
24 developer's consultant at 2.4. The highest estimate
25 was our own consultant, which was about 3.1 of revenue.

1 When we do that, you then see in our financial model,
2 that now the model is starting to generate income.
3 It's not just a breakeven model, but it's an income
4 generator, and what we intend to do, if that, in fact,
5 would happen, is we are going to set up a reserve for
6 this project, and we are going to build that reserve up
7 to about 4 million dollars. So we are committed to
8 having that kind of a reserve developed, and I'll talk
9 a little bit more about that a little later on.

10 So for those reasons, both that it
11 wasn't really in the developer's interest, we had
12 public policy interests that we felt were very
13 important to the operation for just the business
14 decision aspects of it and for the opportunity aspects
15 of it, we felt it was in the best interest of the Town
16 and the community for us to own and operate those
17 garages.

18 The rest of the revenues, the library
19 pad lease is a very small lease, and we've got an
20 agreement on a leasing arrangement for that. It's a
21 small pad next to the library, and the one thing that
22 we didn't add into this, part of that agreement is that
23 we would get 6 percent of the sales tax for the gross
24 sales over 1.3 million dollars to start with. We did
25 not make any estimate for that, so in all this plan,

1 there is no estimate for what that might bring in. We
2 didn't feel we had a real good handle on what gross
3 sales would be generated there, so we did not use that
4 in the model.

5 I do want to talk, though, about the
6 property tax, and how we came to that number being our
7 base source of revenue. Most of this work was done by
8 our assessor and the assessment staff. We took the
9 various components of this project, the 70 condo units,
10 Healthtrax, Hartford Hospital, professional offices in
11 Building B-1, anchor, retail stores, other retail
12 stores, the theater, the restaurants and the
13 underground parking spaces. This is the square footage
14 of each of those. The unit values were developed by
15 the assessors based on similar types of operations in
16 this area, and we applied those to get a market value
17 of 105 million dollars, an assessed value of 74 million
18 dollars. We then added the personal property
19 assessment value, which was almost 8 million dollars,
20 and that would be, for instance, the million 680 under
21 the condos, that would be the automobiles that are
22 associated with the people that live in those condo
23 units.

24 And so we had estimates, again, based on
25 comparisons of like developments in the area of what

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1 the personal property value would be. That all totaled
2 up to roughly 82 million dollars of assessed value. At
3 the time we did this, we had revaluation and the mill
4 rate we were talking about was in the 31 dollar range,
5 and so we came to 2.6 million dollars.

6 Now, certainly that number is going to,
7 over 20 years, is going to start out smaller as the
8 development takes place; it will grow to this number,
9 and we had us reaching this number in about year 6 of
10 the development. It then obviously would change from
11 then on based on changes in the value of the property
12 and changes in the mill rate over time. But that was
13 the estimate that we would have at full development.

14 And I mentioned we were going to set up
15 a reserve. We will do that based on parking revenues,
16 but to the extent that that does not grow to allow us
17 to develop a reserve, what we've said is we are going
18 to take on the property tax, we are going to take 20
19 percent of the increased property tax from this
20 development, and we would set up a reserve fund for
21 this entity until we hit 4 million dollars. And 4
22 million dollars is slightly higher than one year's
23 annual debt service payment, the entire debt service
24 payment, so we felt that that was a significant amount
25 of reserve and would help us, and if we don't use it,

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1 then it would revert back to the general fund.

2 We did make some additional agreements
3 to preserve the property tax, and Pat made some
4 reference to the first one, which is that we said that
5 if there is no development on Building B, which is the
6 primary residential site, within 48 months, then we
7 would tax that site based on an 18 million dollar
8 assessment. So we are going to tax it whether they
9 build there or not in 48 months, because that was
10 important for us, and again, it was related to trying
11 to get, enhance the residential development of the
12 plan.

13 There also is another section of the
14 Master Agreement that says that the developer has
15 agreed that they will not sell or transfer title to any
16 of the land that they own to any entity that would be
17 tax exempt, so we are not going to have a fully taxable
18 entity and then change it over to a nontaxable entity,
19 so we have that in the Master Agreement.

20 Now, with any financial plan, obviously
21 there are risks involved, and these are questions that
22 we have debated and argued about for over two years and
23 constantly in probably every meeting we've had on this
24 in some way or shape or form we've talked about these
25 issues, and we've talked to many different people about

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1 them, not only within Town government, but outside, and
2 I want to highlight just some of the major ones that we
3 have and some of the responses on those.

6 are going to be in the position to get the best rate we
7 can.

8 We also, as I mentioned, are going to
9 have -- we have the option in the bond ordinance of
10 looking at different hedging options to try to fix in
11 the future some of the interest rate that we might have
12 to pay on this debt, and we will look at that, and we
13 will explore those alternatives, and if that seems
14 reasonable, we will bring that back to the Council for
15 consideration.

16 We are also going to structure the debt
17 so that we might be able to refinance that debt in the
18 future. In other words, if we sell it for -- sell and
19 find out that it's 5 or 5 and a quarter percent when we
20 sell it, we might have the ability to refinance that
21 debt in the future at a lower rate so that we wouldn't
22 be saddled with that kind of a debt structure for the
23 entire 20 years. We believe that there is about five
24 basis points that flow into the existing model, meaning
25 that rates rise about a half a percentage point from

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1 4-and-a-half to 5, the existing model could still cover
2 that debt expenditure.

3 We also obviously have taken a
4 conservative view of the revenues, so that while
5 interest rates may rise, we also believe that there is
6 a good probability that we will see greater revenues
7 than we've put in the model that would cover any

8 increased debt payment. And then we also have, as I
9 had said, we are going to set up the reserve fund at 4
10 million dollars that could be used if in fact the
11 interest rates increased the bond payments, and we
12 could tap into that.

13 And the last kind of part of that is
14 that we have a built-in kind of safety net, and that is
15 the developer also has to be concerned about interest
16 rates and how they might affect them getting
17 construction loans, and so on, and so if rates go up
18 dramatically, we may find that they can't secure their
19 construction loans, and therefore, we would never even
20 come to the Town parcel closing date, and we'd never
21 issue the debt. So there is kind of a built-in safety
22 net on the other side that benefits us.

23 The third area that we tried to look at,
24 in terms of a major area, was again this 48 million
25 dollars and how it affects our credit rating and are we

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1 putting it into jeopardy? Again, I want to repeat that
2 both the credit rating agencies have said that issuance
3 of this 48 million dollar debt will not affect our
4 triple A credit rating even if we don't generate any
5 revenue to pay that debt payment, and if we do, then
6 that 48 million won't even be considered as part of our
7 debt profile.

8 The next question was: What if the
9 developer doesn't complete the project on time or

10 within budget? Will we have to invest more? The short
11 answer to that is no. We've put into the Master
12 Agreement that these are price-fixed amounts; that is,
13 that the overall debt, the 48 million is fixed. It
14 says in the agreement it cannot exceed that amount. In
15 addition, we did the price fixing by project, so the
16 amount for the North Garage is fixed. The amount for
17 the South Garage is fixed. The amount for the site
18 improvements is fixed and any cost overruns to any of
19 those projects would be on the developer, not on the
20 Town. That's written right into the agreement, and we
21 feel that we've minimized our risk in that regard.

22 The fifth was, what if the developer
23 fails to complete the project in whole or in part?
24 First of all, we don't think that's going to happen.
25 We think that the developer has substantial equity in

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1 this project over about 40 million dollars. They are
2 certainly not going to walk away from that, so we don't
3 think that that's going to happen. But in addition to
4 that, we also have a try-party agreement with the
5 mortgage lender, the developer and the Town, so that
6 there would be options by the mortgage lender to come
7 in and complete the project. As I've said, we put into
8 place on the Special Services District tax that that
9 will continue to be paid, and it is not based on
10 occupancy or vacancy factors in any of the buildings.
11 The base tax will be due, as any other property tax.

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12 We put on Building D, even if that isn't developed, we
13 are going to get that tax. We also have the right of
14 reversion on Building D if they don't develop that. We
15 said that the garages we wouldn't buy until they were
16 completed and not only were they completed, but also
17 the buildings that were going to supply the cars to go
18 into the parking lot were completed, and the CO, at
19 least one CO had been issued for a tenant in that
20 building. So that we would be generating revenue at
21 the same time that we took ownership.

22 And on the site improvements, we said
23 that we are paying upon completion. Those are
24 improvements we would probably do anyway at some time
25 to streets and sidewalks, but as they complete them and

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1 we inspect and improve them, then we will make
2 payments, but we won't make payment if they are not
3 done certainly.

4 And finally, what if revenues, in
5 particular parking revenues, don't materialize as
6 planned? As I've said, we've tried to be very
7 conservative in our estimates. We used the lowest
8 revenue projection for parking and the highest
9 operation and maintenance expense. We did not take
10 into consideration on the pad lease the amount from the
11 gross sales that we might have. We also did not take
12 into consideration parking revenue from the surface
13 parking out around Town Hall. That parking will be

14 available in the evenings and on weekends and will be
15 subject to the same parking amount as if you parked in
16 the garage, and we did not take into account any
17 revenue we would get from that source. We do have,
18 again, some surplus in the model itself, and we've set
19 up -- we are going to set up a 4 million dollar reserve
20 for this project.

21 In addition and lastly on that, we did
22 try to tie the ownership of the garages to the other
23 buildings, which is where the revenue source for those
24 garages will come from, so that again, we won't be
25 having an empty asset.

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1 So again, just to review, the plan
2 itself, we think for an investment on the Town's part
3 of roughly 60 million dollars, and that's through the
4 value of the land and the debt service, we are getting
5 a return of about 135 million or a net of 76 million,
6 and we've designed the plan itself so that we believe
7 it will cover all the cost of the debt service without
8 us having to add in or take from the property taxes,
9 and in addition, it also generates revenue that will
10 continue after the bond and the debt service has been
11 paid. In particular, you will have certainly the
12 parking revenue, possibly some SSD tax revenue that
13 will continue after the bond, and so we think that in
14 the development of this financial plan, that we've
15 addressed each of the five finance principles that we

16 had, and we believe that we have a -- are presenting to
17 you a sound financial plan for your consideration. And
18 I thank you.

19 MAYOR HARRIS: Thank you, Mr. Francis.
20 Mr. Van Winkle.

21 MR. VAN WINKLE: We have one more
22 presentation from Pat Alair, if you wanted to take a
23 break now, and Pat, again, is about 40 minutes.

24 MAYOR HARRIS: Okay, we will take a --
25 try to make it as quickly as possible, we will take

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1 about ten minutes.

2 MR. VAN WINKLE: Thank you.

3 (Recess taken from 9:25 p.m. until 9:48 p.m.)

4 MAYOR HARRIS: If we can reconvene the
5 public hearing. Mr. Alair, you have the floor.

6 MR. ALAIR: Thank you, Mr. Mayor, Madam
7 Chair, members of the Council and Commission, again,
8 I'm Patrick Alair, Deputy Corporation Counsel for the
9 Town. You've met Ron Van Winkle; you've met Dave
10 Kraus; you've met Jim Francis tonight.

11 Just for the record, I am the Deputy
12 Corporation Counsel and have been with the Town for 17
13 years, so I'm a relative newcomer to the organization.
14 Before I mention or start discussing the Special
15 Services District, there are a couple of things that,
16 from earlier portions of the presentation, which I
17 wanted to just touch on because they were glossed over

18 a little bit. The first is an item which Jim was going
19 to mention. There is an agreement entitled "The North
20 Parking Lot License Agreement." One of the items of
21 revenue which is generated to the Town from the project
22 is the parking revenue from the meters within the
23 surface parking lot which comes off of Raymond Road,
24 the small lot, I think it's 28 spaces. 28 spaces.
25 That is actually on private property; however, the

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1 developer has agreed to enter into an agreement with
2 the Town by which we enforce parking at those meters
3 and in exchange get the revenue from it. It's a small
4 number, but it is there, and we wanted to point it out
5 to you.

6 The other thing which I glossed over
7 earlier is with respect to the South Garage, I
8 identified a number of easements along with that
9 transaction, and I neglected probably the most
10 important one, and that is that just like with the
11 North Garage, where there is access to the parking
12 under Building B, which is accessed through that garage
13 and therefore there is an easement through the Town's
14 garage for that, there is an identical easement between
15 the South Garage and Buildings C and D. Both of those
16 buildings have underground parking, which is accessed
17 through the parking garage and will be private parking
18 for the tenants within those buildings. I had failed
19 to mention it. I didn't want to leave it out and have

20 you or the public not know about it.

21 Finally, just to pick up on a point, Jim
22 mentioned that one of the items which is a risk
23 mitigation factor for the financial aspect of the
24 project is the fact that the developer has agreed not
25 to transfer any portion of the property to any tax

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1 exempt entities. I just wanted to make it clear that
2 that excludes the initial transaction to the American
3 Legion. They certainly know that, we certainly know
4 that, but I wanted to make that clear to the public,
5 because there may be people at home wondering how the
6 Legion can take title to the property when it's tax
7 exempt.

8 So with that, I'd like to turn to the
9 Special Services District ordinance. The Special
10 Services District is actually a new concept in West
11 Hartford. We don't have any. Variations on this
12 concept do exist throughout the state though. They are
13 used in a number of purpose areas, including Hartford
14 right to our east. There is I think Parkville or Park
15 Street in Hartford has a Special Services District. It
16 has been talked about in West Hartford in the past.
17 Those of you who have been involved in Town government
18 for a number of years may have heard this concept
19 referred to. Merchants in the Center, property owners
20 in the Center have talked about it on a couple of
21 occasions over the years. It's never gotten off the

22 ground.

23 For those of you who are prone to
24 looking such things up, in state statute, these things
25 are permitted by state statute. Many of the terms in

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1 the ordinance actually are almost identical, if not
2 identical, to the provisions in the state statutes from
3 which they derive. The state statutes, however, call
4 them special taxing districts, but because of the
5 unfortunate acronym associated with that, we chose to
6 call them Special Services District.

7 The Special Services District in our
8 case exists for basically two fundamental purposes:
9 The first is to repay the Town's bond debt service; the
10 second is to pay the operational expenses of the
11 district. In short, it's a financing pass-through from
12 the developer to the Town. The concept behind the
13 Special Services District, or an SSD -- Ron told me I
14 could save time if I called it "SSD" instead of
15 "Special Services District" every time. The concept is
16 in essence that it's a mini municipality. It is not,
17 however, another MDC; it is not a CRRRA. We have met
18 the SSD, and it is us, as I will get into in a moment.

19 The powers and duties provision of the
20 ordinance and the Special Services District statute do,
21 however, reflect the fact that in its ultimate form it
22 is a body, corporate and politic and a subdivision of
23 the Town. As we get into it in a minute, you will see

24 that you do however control the district.

25 The district only includes property

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1 within the Blue Back Square project area. Those of you
2 who have looked at the plans and know the boundaries of
3 the project will recognize that the district boundaries
4 are essentially coextensive with that, roughly to the
5 central line of the streets. There is a very simple
6 reason for this. Because the SSD is established for
7 the sole purpose or the principal purpose of providing
8 for an additional taxation mechanism on the property
9 located within the district for the purpose of paying
10 off the bond debt, we thought it unlikely that anyone
11 else would want to join in a hurry, nor did we think it
12 appropriate that anyone else should pay that debt. The
13 project, the development, the developer has agreed to
14 pay this special levy. It's an additional tax to the
15 Town, and for that reason, the district does not extend
16 beyond the project.

17 Other property owners, however, can join
18 into the district. There is a mechanism in the
19 ordinance which would allow any property owner whose
20 property abuts the district to join in. That is under
21 two conditions: One, they have to request it, and two,
22 the original property owners within the district have
23 to consent to their joining in, the notion being that
24 the original property owners, namely the developer who
25 is building this project and who will ultimately be

1 voting to establish the district as a property owner
2 within the district, has an interest in insuring that
3 its property and its participation in the district is
4 not in any way diluted. And therefore, those property
5 owners have some right, if you will, to oppose an
6 expansion of the district.

7 The organizational details of the
8 district, just to walk through the terms of the
9 ordinance, the district is overseen by a board of
10 commissioners. Just as the Town is overseen by a Town
11 Council, the district has a board. The board in this
12 case has 11 voting members, 9 members of the Town
13 Council, and 2 representatives of the taxable property
14 owners within the district, one commercial property
15 owner, one residential property owner. This is, after
16 all, as you heard from both Ron and Jim, there is a
17 focus here that I hope you've heard throughout this
18 presentation of risk mitigation. This is a risk
19 mitigation measure. Not to put too fine a point on it,
20 the Town is responsible for the payment of the bond.
21 The district is created to establish a levy to repay
22 the bond. The district is controlled by the Town, so
23 that we can insure that the levy and the mechanism is
24 in place to repay the bond.

25 In addition to the 11 voting members,

1 the Town Manager and the Finance Director sit on the
2 board as ex officio nonvoting members. The
3 organization of the board or organization of the
4 district, rather, begins with a referendum. The
5 referendum is perhaps not your usual notion of a
6 referendum. There are no polling places; there are no
7 voting booths. In this case actually the referendum is
8 conducted by mail. It's conducted within 35 days
9 following the adoption of the ordinance, and those
10 people who are voting are permitted to return their
11 votes within 21 days of the day that they are mailed
12 out.

13 The voting members who participate in
14 the referendum are those property owners who own
15 taxable property interests within the bounds of the
16 district, within the bounds of the SSD. That does not
17 include the Town. That does not include the American
18 Legion. They are tax exempt. And in fact at the date
19 of this, the Legion may not still be a property owner
20 within the district. I don't know how that timing
21 works, but if they are, they would not have a voting
22 right.

23 Repealing the vote or repealing the district,
24 rather, would require exactly the same type of
25 referendum. Any modification to the district, any

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1 modification to the ordinance regulating the district
2 would require the same type of referendum. Any of
3 these referendums requires two different majorities.
4 It's a dual majority requirement. It has a majority of
5 property owners within each of the property
6 classifications, that is, commercial and residential.
7 The majority of the property owners in the commercial
8 interests and the majority of the property owners in
9 the residential interest have to vote for it. In
10 addition, the majority of the assessed value of
11 commercial interests and residential interests must
12 also vote for it, so you have to have two layers of
13 majority there. And again, that applies to any other
14 referendum for amendments or dissolution of the
15 district. As I indicated, the district can only be
16 repealed by Council action or by referendum.

17 A couple of notes here again in the form
18 of risk mitigation. BBS, the developer, has agreed not
19 to support the repeal of the Special Services District,
20 so as the majority property owner throughout the
21 project, it would be very difficult for the project or
22 for the Special Services District to be repealed, but
23 more importantly, again as a mitigation measure, and
24 I'm going to be coming back to this later, if the
25 district is for any reason dissolved by statute and by

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1 the terms of the ordinance, the Town Council would
2 continue to have the power to issue a levy and

3 perpetuate that levy to pay off any obligations, any
4 outstanding obligations of the district. Now, that
5 will become an important feature as we go on.

6 Finance. You've heard the numbers from
7 Jim. I'm going to give you a little bit of a further
8 breakdown in a moment, but the financial process is
9 very similar. As I indicated earlier, this is a
10 mini municipality. It operates much like a
11 municipality. It has a budget, and it has its budget
12 and transmits that budget to the Town Council. The
13 Town Council then imposes the levy. The \$1,714,000 per
14 year, which Jim had in his presentation regarding the
15 municipal Special Services District Levy is actually
16 transmitted to the Council and imposed by the Council
17 as a levy. It would go out with the regular tax bills
18 twice a year and be collectible as a tax.

19 The levy is a tax and is legally
20 superior to mortgage debt. For the lawyers in the
21 room, I assume you understand that. For the rest of
22 you, the bottom line is we come ahead of the mortgage.
23 This, again, is a risk mitigation measure. Had we
24 structured this transaction as some form of a purchase
25 with a mortgage back or a sale with a mortgage back, we

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1 would be less secure than we are by structuring this
2 transaction as a tax. We come ahead of everybody,
3 including the IRS, which is a wonderful thing.

4 Now, the Special Services District Levy
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5 does have its limits. You've heard the number
6 1,714,000. Richard has "parking" tattooed on his
7 chest; I have "Special Services District Levy" tattooed
8 on mine. The levy is subject to an overall cap. All
9 of the taxable interest in the district are subject to
10 this \$1,714,000 cap. That cap is broken down into two
11 subcaps, commercial, which is capped at \$1,154,000 or
12 \$3.45 a square foot of gross building area, and I'm
13 going to come back to that in a moment. The
14 residential is capped at 160,000 or \$1 a square foot of
15 gross building area. There is a hierarchy to these
16 numbers. The overall cap of 1,714,000 is the magic
17 number. The ordinance is structured in a way which
18 prevents that cap from being exceeded with one
19 exception, the cap on the commercial is also structured
20 in the ordinance so that it cannot be exceeded with a
21 couple of exceptions, as is the residential cap of
22 160,000. The piece of this which is lease structured,
23 and I need to point it out for purposes of the record,
24 the \$3.45 per square foot and the \$1 per square foot,
25 those are the numbers which will actually be used in

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1 the bill that is sent out to the property owner;
2 however, they will be driven by any changes which you
3 make to the project. If you were to add, subtract
4 square footages, those numbers would go up to reach the
5 160,000 and the \$1,554,000 number so that ultimate cap
6 of 1,714,000 remains in effect. So if there is any

7 adjustment made to the project through your approval,
8 those numbers, the \$3.45 and the \$1, will change
9 accordingly.

10 Now, the maximum levy, as I indicated is
11 subject to increase under certain conditions which
12 conditions are as follows: One, if the district does
13 expand in size, if somebody does decide that they
14 choose to join the district and pay that levy, they
15 would pay it at the same rate as everyone else and the
16 maximums would increase accordingly; or two, at month
17 30, and I'll get into the rationale for this in a
18 moment, at month 30, if the project has not been built
19 out so that at the maximum of \$3.45 a square foot, that
20 1,554,000 is achievable, in other words there is less
21 commercial built than would allow us to reach the
22 maximum and/or if there is less residential than exists
23 than 160,000 square feet, the commercial side gets an
24 increase in the maximum levy to adjust accordingly, to
25 get back to that \$1,714,000 number.

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1 Now, you've heard a number of things
2 referred to tonight, and I want to give you sort of a
3 progression of pressure here. It has been our position
4 throughout our discussions with the developer that the
5 residential component of this project is critical from
6 our perspective. It is a very important public policy
7 piece, so there are three elements of increased
8 pressure on the developer to complete the residential

9 component in a timely manner throughout the project.
10 The first is this increase in the maximum levy starting
11 at month 30. If they haven't built out that 160,000
12 square feet of residential, then the commercial
13 interests in their district start to pay an increased
14 amount until that 160,000 square feet is built out.

15 The second component, which you heard
16 from Jim, is the tax-fixing agreement, which commences
17 at month 48 and over the next four years ramps up so
18 that the developer, whether it has built that
19 residential or not, is paying taxes based on an 18
20 million dollar assessment. The first year at 25
21 percent, the second year at 50 percent, the third year
22 at 75, and finally in the fourth and subsequent years
23 at 100 percent of the tax rate that would be chargeable
24 based on an 18 million dollar assessment.

25 The final progression in that pressure

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1 is the right of reentry that the Town has on parcel D,
2 which is the residential condominium building, if
3 construction of that building isn't started by month 74
4 and isn't completed by month 94. So there is ultimate
5 pressure there, that if it isn't done according to
6 those time periods, we get the property back.

7 Just a note on the valuation of certain
8 components, in any building, there are common areas.
9 The Special Services District ordinance dictates that
10 any common areas within any of the buildings are also

11 taxable. It's based on gross building area, not on
12 units within the building. Common areas are taxed at
13 the same rate as any areas they serve. If the common
14 area in a hallway serves nothing but residential, it's
15 taxed at a dollar a foot, if it serves nothing but
16 commercial it's taxed at \$3.45 a foot. If there is a
17 mix of uses, it's taxed based on the rate applicable to
18 the largest percentage of use on that floor.

19 Finally, under any circumstance where
20 the levy for any reason is less than the maximum, and
21 that will occur in the early stages of the project as
22 the project is being built up and after the bond
23 issuance, the bond debt is retired, the 3.45 to 1 ratio
24 remains in effect. So going forward, whatever that
25 ratio, whatever that assessment ends up being in any

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1 given year, the ratio of commercial to residential levy
2 would apply.

3 Now I'm going to blow you away with my
4 technical expertise. We've talked about the ordinance
5 and the mechanism here; however, what you have is two
6 sources of revenue, the special levy and the parking
7 revenue. Those go into the district, but it's the
8 contract between the district and the Town which
9 transmits the money from the district to the Town. You
10 have to have the combination of the two. The ordinance
11 won't do it, it puts the money into the district, but
12 you need the contract to move it to the Town. If the

13 purpose of the district is to provide the mechanism for
14 the levy, it's the purpose of the contract to transmit
15 it.

16 The Special Services District agreement,
17 which is an exhibit to the Master Agreement, as is the
18 Special Services District ordinance, is really
19 divisible or divisible into two sections, one is the
20 operational terms and the other is the financial terms.
21 The operational terms are really very simple. The
22 whole agreement is really very simple. It's a very
23 short agreement. The district operates the Town's
24 parking garages. By contract, the district runs the
25 garages. That's essentially its sole function for

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1 existing. The Town can, under the terms of the
2 agreement, grant the district additional licenses to
3 operate other public amenities in the future. We put
4 that into the ordinance, or into the contract rather,
5 because we can't predict how this square, how this
6 project is going to be used in the future, and it may
7 become appropriate, it may become useful for us to have
8 some of these features actually administered or run by
9 the district, so we put it in there as a possibility
10 for the future.

11 The district, however, will operate and
12 the contract calls for it to operate by using Town
13 staff. So it is a political subentity of the Town.
14 It's run by you, but it's also run, operated on a

15 day-to-day basis by your Town staff. Its finances will
16 be administered by the Finance Department. Its parking
17 facilities will in all probability be administered by
18 the same Town staff who administer your parking lots in
19 the Center. It runs with Town staff. Tremendous cost
20 savings in doing that.

21 The district also participates in the
22 Town's self-insurance program, allowing us to monitor
23 much more closely the insurance that would otherwise be
24 associated with operation of a parking facility.

25 Now for the financial side. In

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1 consideration for these rights, the revenues that come
2 to the district, both the net levy and the net parking
3 revenues, come to the Town. Any other fees which the
4 Town or which the district gets for any additional
5 rights, which at some point in the future it might be
6 provided by the Town Council, would also come to us.

7 Now, you will recall that I pointed out
8 or I reminded you earlier that if the district is
9 terminated for any reason, the Town Council has the
10 power to impose a levy continuing on into future years
11 to cover any outstanding obligations of the district.
12 It's important to understand that this contract, this
13 agreement between the Town and the district is
14 nonterminable for the period of the Town's bonds. As
15 long as those bonds are outstanding, as long as the
16 Town has that debt obligation, this contract is

17 nonterminable. For that reason, if for any reason the
18 district were to be dissolved, repealed by referendum,
19 should that unlikely event occur, the Town Council
20 would retain the ability for the balance of the bond
21 term to continue issuing a levy to cover all of the
22 debts, all of the obligations of the district. That
23 would be to pay the net revenues over to the Town from
24 the parking garage and to pay the net levy, the net
25 Special Services District Levy over to the Town for the

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1 life of that contract.

2 And in record time, I'm done. And I
3 believe we are all done.

4 MAYOR HARRIS: Thank you, Mr. Alair.
5 Mr. Van Winkle, do you have anything else to conclude?

6 MR. VAN WINKLE: I have nothing else to
7 say. The presentation is completed. Thank you.

8 MAYOR HARRIS: Thank you. That will
9 complete this portion of the public hearing tonight.
10 Since we have finished the developer, the applicant
11 presentation and that of the Town administration,
12 tomorrow night we will start at 6:15 again here, that's
13 Thursday night, June 17, and we will at that point be
14 beginning questioning from Town Councilors.

15 Does anybody have any questions
16 procedurally or anything right now?

17 Mr. Alair, one thing, if we could have
18 your presentation and all the presentations also in

19 hard copy.

20 MR. ALAIR: Absolutely. I apologize for
21 not having it tonight. We had technical difficulties.
22 I won't go through it, but yes, we will have it for you
23 tomorrow.

24 MAYOR HARRIS: And we will also have the
25 expert reports.

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1 MR. ALAIR: I believe that those were
2 given to the Town Clerk; we will see that we have
3 copies for you.

4 MAYOR HARRIS: Thank you.

5 MR. ALAIR: Thank you.

6 MAYOR HARRIS: We are adjourned for the
7 night.

8 (Hearing adjourned at 10:16 p.m.)

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CERTIFICATE

I hereby certify that the foregoing 122 pages are a complete and accurate computer-aided transcription of my original stenotype notes taken of the Joint Hearing between West Hartford Town Council and West Hartford Town Plan and Zoning Commission, which was held at West Hartford Town Hall Auditorium, 50 South Main Street, West Hartford, Connecticut, on June 16, 2004.

Sandra V. Semevolos RMR, CRR
LSR # 00074
Certified Court Reporter

04-06-16

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