

**Hebron Village Green**

**Special Service District Documents**

**Ordinance Establishing the SSD**

**Developer Agreement – Signal Light and Utilities**

**Signal Light Intersection Plans**



TOWN OF HEBRON  
TOWN CLERK'S OFFICE

15 Gilead Street, P.O. Box 156  
Hebron, CT 06248

December 7, 2009

Horton Brothers, LLC  
27 Main Street  
Hebron, CT 06248

RE: Village Green Special Services District

Dear Horton Brothers, LLC

As property owners within the Village Green District, you recently voted in a referendum, conducted by mail, on the establishment of a Special Services District. I am pleased to inform you that the referendum passed and the Special Services District is established and effective.

The Ordinance establishing the district (copy enclosed), in Section 4, requires that the business of the District is to be managed by a Board of Commissioners. The Board is to consist of 5 members. Two members are to be elected by a majority vote of the members (property owners) of the District. One member is to be elected by the Hebron Board of Selectmen, and they have chosen Vickie Avels. One member is to be elected by the Board of Finance, and they have chosen Brendan Shea. And, finally, one member is to be elected by the Planning and Zoning Commission, and they have chosen Lew Hinman.

At this point, the 5 members of the Board should plan to meet to conduct an Organizational Meeting. As the Board is yet to be formed, I am offering to coordinate the scheduling of that Organizational Meeting. Please contact me at the Hebron Town Clerk's Office (860-228-5971, X 124) as to your availability to meet.

Thank you for your cooperation.

Sincerely,

  
Carla Pomproloz  
Hebron Town Clerk

cc: Vickie Avels  
Brendan Shea  
Lew Hinman  
Hebron Health & Aquatics, LLC

ARTICLE XVIII  
Hebron Village Green District  
[Adopted 10-26-2009, approved at referendum 11-23-2009]

**§ 320-36. District established.**

Acting pursuant to General Statutes § 7-339m et seq., there is hereby established a special service district within the Town of Hebron, to be known as the "Hebron Village Green District," consisting of all that land and all improvements thereon more particularly described on Appendix A to this article, attached hereto and incorporated herein.<sup>4</sup>

**§ 320-37. Powers; approval of contracts.**

Said district shall have all of the powers enumerated in General Statutes § 7-339n; provided, however, that any contract with the Town must be approved by not fewer than four members of the Board of Commissioners established hereunder.

**§ 320-38. Categories of land use.**

There is hereby established within the district the following three categories of land use into which all real estate within the district (excepting only from such classification any public roads) shall be classified: commercial use, residential use and municipal use. The municipal use classification shall be applied to any parcels owned or acquired by the Town of Hebron (excepting only from such classification any public roads). The commercial use classification shall include all uses except residential use and municipal use.

**§ 320-39. Board of Commissioners.**

- A. The business of the district shall be managed by a Board of Commissioners consisting of five persons elected for two-year terms, (except that two persons to be elected to the first constituted Board of Commissioners shall serve one-year terms as hereafter set forth in order to achieve a staggering of terms). Two members of the Board of Commissioners shall be elected by a majority vote of the members of the district as hereinafter defined, one of whom shall be initially elected for a one-year term. One member of the Board of

---

4. Editor's Note: Appendix A is on file in the Town offices.

Commissioners shall be elected by a majority vote of the Board of Selectmen, initially for a one-year term. One member shall be elected by a majority vote of the Board of Finance for a two-year term. One member shall be elected by a majority vote of the Planning and Zoning Commission for a two-year term. Members of the Board of Commissioners who are elected by members of the district must continuously be members of the district during their terms of office and, upon cessation of their status as members of the district, their office as a member of the Board of Commissioners shall be deemed vacant.

- B. Vacancies in the Board of Commissioners occasioned by resignation, death, disability or any other cause (including, in case a member of the Board elected by the members of the district ceases to be himself or herself a member of the district) shall be filled by the electorate which selected the member whose office becomes vacant for the balance of the vacant term. If that vacancy occurs among the members of the Board of Commissioners who were elected by the members of the district, the remaining members of the Board of Commissioners shall convene the members of the district for an election to fill the vacancy within 30 days of the occurrence thereof.
- C. The Board of Commissioners shall annually, by not later than April 1 in each year, recommend to the Board of Selectmen the levy which shall be made upon real estate within the district in addition to the regular municipal levy (hereinafter "the incremental levy"), which incremental levy shall be collected by the Town for the benefit of the district. The incremental levy shall be paid into the Town's general fund and disbursed in accordance with the district's annual budget, which budget shall include a payment to the Town of all costs and expenses which the district is obliged by its agreement or agreements with the Town to pay. The fiscal year of the district and the due date for payment of the incremental levy shall coincide with the Town's fiscal year and due dates for installment payments of real estate taxes.

#### § 320-40. Eligibility for Board membership.

A member of the district for purposes of § 320-39 of this article must be an owner, if an individual, or representative of an owner, if an entity, of any parcel of real estate located within the district, except that a condominium, cooperative or planned community created under General Statutes Chapter 828 (Common Interest Ownership Act) shall be deemed a single parcel, its vote to be cast by a representative designated by the unit owners' association. The declarant of any such development shall ensure that the documents creating the development provide for the same. Each such separate parcel shall be entitled to a single vote.

#### § 320-41. Determination of tax levy.

The levy as to any individual parcel shall be determined by multiplying the total levy by a fraction, the numerator of which shall be the total acreage of such individual parcel and the denominator of which shall be the total acreage of real estate in the district, exclusive of public streets. Condominiums, cooperatives and planned communities created under General Statutes Chapter 828 shall be deemed a single parcel for purposes of determining the total levy to be applied to such developments, but the levy shall then be apportioned among the unit owners in accordance with their individual proportion of ownership. The levy shall not

apply to land classified as municipal use but the amount that would have been levied in any year pursuant to this section but for its exemption shall be credited against the obligations of the district to the Town.

**§ 320-42. When effective; referendum.**

- A. This article shall take effect upon its approval, within 60 days of its adoption, at a referendum conducted by mail among all of the holders of taxable interests in real property within such district (whether an individual, a joint tenant, a tenant in common, a corporation, a partnership, an unincorporated association, a trustee, a fiduciary, a guardian, a conservator or any other form of entity or any combination thereof), by a majority of such owners and by the holders of such interests the assessments of which constitute more than 1/2 of the total of assessments for all taxable interests within such district. Any tenant in common of any freehold interest in real property in the district shall have a vote equal to the fraction of the ownership of such tenant. Any joint tenant shall vote as if each tenant owned an equal, fractional share of such real property. Corporations shall have their votes cast by the chief executive officer of such corporation or by such officer's designee. The date of adoption of the ordinance shall be deemed to be the later of the date upon which the Board of Selectmen approved the ordinance or the date upon which, in the event of proceedings under Section 409 of the Charter, the ordinance would otherwise become effective pursuant to Section 409C.
- B. Within 20 days following the date of adoption of this article, the Board of Selectmen shall instruct the Town Clerk to mail a ballot to each holder of record of any taxable interest in real estate in the district at the last known address of such holder. The ballot question shall be: "Shall the Hebron Village Green District be established as a special services district as described in an ordinance adopted by the Board of Selectmen on October 26, 2009?" upon which the recipient will be asked to vote either "yes" or "no" in clearly marked spaces for such vote and to return the form within two weeks of the date of its dispatch. Each ballot must bear the signature of the holder of the interest if an individual, or its chief executive officer or properly designated agent as appropriate if an entity. At 9:00 a.m. on the first business day after the expiration of two weeks from the dispatch of the ballots by the Town Clerk, there shall be a public opening of the ballots by the Town Clerk and it shall forthwith be determined whether the ordinance has been approved by the referendum.

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 12<sup>th</sup> day of February, 2010, by and between THE HEBRON VILLAGE GREEN DISTRICT (the "District"), a special services district within the Town of Hebron, Connecticut, created pursuant to Conn. Gen. Stat. §§ 7-339m et. seq. and under the Town of Hebron Code of Ordinances, Chapter 320 pertaining to Taxation and Assessments, Article XVIII, and acting herein through Brendan Shea, Chair of its Board of Commissioners, and the TOWN OF HEBRON (the "Town"), a body corporate and politic and a political subdivision of the State of Connecticut having an address of 15 Gilead Street, Hebron, Connecticut.

### RECITALS

A. The District has been formed to facilitate and encourage mixed use commercial and residential development of long term significant value to the economic health and tax base of the Town. The District consists of all that land and all improvements thereon commonly known as the Hebron Village Green (the "Village Green") more particularly described on Appendix A of the Ordinance, to which reference may be had.

B. To further its goal of facilitating such development, the District has determined that certain infrastructure and other improvements are necessary, as more specifically described herein.

C. The Town has offered to contract for and cause these improvements to be completed without delay, and to pay the costs associated thereto, subject to reimbursement from the property owners by way of an incremental levy (the "Levy") upon the real estate within the Village Green.

D. The District desires to have the Town complete this work and has therefore agreed to the imposition of the Levy, as required pursuant to the Ordinance and according to the terms herein, so as to reimburse the Town fully for its expenditures over a period of FIVE years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

### 1. OBLIGATIONS OF THE TOWN

The Town shall complete or cause to be completed all of the work set out in Appendix B attached hereto and incorporated herein (the "Contract Work") within 12 (twelve) months of the execution of this agreement and the provision by the District of all necessary easements as required under section 2.2 of this Agreement, and authorization from CL&P to proceed as to the installation of utilities, at a total anticipated cost of not more than \$ 282,000.00.

### 2. CONDUCT OF THE CONTRACT WORK

2.1 The Town and its agents shall have direct supervisory authority for the conduct of the Contract Work and the overall administration of the construction contract related thereto. The Town will permit the District, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work, provided, however, that all contact with and direction to the contractor shall be directed through the Town.

2.2 The District acknowledges that the Contract Work may require entrance by the Town and the Contractor onto the real property of individual land owners. Prior to the start of the Contract Work, the District shall secure such easements and agreements from such individual land owners as may be required.

### **3. INDEMNIFICATION**

The Town shall indemnify and hold harmless or shall cause to be indemnified or held harmless by the contractor, the District, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the contractor or loss of or damage to property, resulting directly or indirectly from the performance of the Contract Work. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts, and related costs. This indemnity shall further extend to any landowner owning real property onto which the Town or its contractor shall enter to complete the Contract Work. The Town and the contractor shall provide the District certificates of insurance as appropriate, which certificates shall name the District and the individual landowner or landowners (as appropriate) as additional insureds.

### **4. BOOKS AND RECORDS**

The Town shall permit the District to review and audit all records, books, or other documents related to the Contract Work.

### **5. NON-APPROPRIATION**

The District acknowledges that the Town is a municipal corporation and that the Town's obligations hereunder are contingent upon the appropriation by the Town's Board of Finance of funds sufficient for such purposes.

### **6. ADDITIONS AND CHANGES TO AGREEMENT; OVERAGES**

The Town shall have the authority to issue any change directives or change orders necessary or desirable in its sole judgment to complete the Contract Work substantially as specified in Appendix B; except in the case that any change order individually or change orders collectively result in an increase in cost which exceeds 10% of the estimated cost of the work as shown on Appendix B, the Town shall, prior to the issuance of any change directive or change order which would result in such an increase, secure the approval of the District.

### **7. REIMBURSEMENT TO THE TOWN**

The District acknowledges and agrees that the total amount of all expenses incurred by the Town for the Contract Work, including expenses associated with any Change Directives or Change Orders, shall be reimbursed to the Town no later than the date that is FIVE YEARS from the date that each element of the Contract Work is completed as defined in Appendix B. This reimbursement shall occur in more or less equal annual installments for each element of the Contract Work. Pursuant to Paragraph 4(c) of the Ordinance, the District shall include the amount to be reimbursed when calculating the annual Levy for recommendation to the Board of Selectmen.

### **8. TOWN'S REPRESENTATIONS AND WARRANTIES**

The Town represents to the District that the following are true as of the date of this Agreement and will continue to be true, and, except as otherwise indicated, shall survive Closing:

8.1 The Town has full right and authority to execute this Agreement and to undertake all actions and to perform all tasks required of it hereunder.

8.2 The execution, delivery and performance by the Town of this Agreement is not precluded by, and will not violate, any provisions of any existing law, statute, rule or regulation, or any

judgment, order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default, under any agreement, mortgage, contract, or other undertaking.

## **9. DISTRICT'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

The district represents to the Town that the following are true as of the date of this Agreement and will continue to be true, and, except as otherwise indicated, shall survive Closing:

9.1 The District has full right and authority to execute this Agreement and to undertake all actions and to perform all tasks required of it hereunder.

9.2 The execution, delivery and performance by the district of this Agreement is not precluded by, and will not violate, any provisions of any existing law, statute, rule or regulation, or any judgment, order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default, under any agreement, mortgage, contract, or other undertaking.

## **10. DEFAULT**

In the event of default by either the District or the Town in their respective obligations under this Agreement, each shall have all rights and remedies available at law or in equity, including seeking specific performance. Additionally, in the event the District fails to recommend a Levy sufficient to make reimbursement to the Town as required under this Agreement and the Ordinance, the Town shall have the right so to impose the Levy, which Levy shall be collected in the same manner as municipal taxes generally.

## **11. MISCELLANEOUS**

11.1 **Amendment.** Unless otherwise provided herein, this Agreement may be amended or changed only by written instrument duly executed by the Town and the District, and any alleged amendment or change, which is not so documented shall not be effective.

11.2 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

11.3 **Entire Agreement.** This Agreement and Schedules attached hereto contain the entire agreement between the Parties hereto relating to the subject matter hereof.

11.4 **Further Assurances.** At any time or times after the date hereof, each party shall execute, have acknowledged, and deliver to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

11.5 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

11.6 **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the Town and the District and their respective successors and permitted assigns. The Town shall have no right to assign any or all of its rights or obligations under this Agreement, it being acknowledged that the District is relying upon the Town being a continuing party to this Agreement.

11.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Town and the District.

11.8 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY (I) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, AND (II) ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND (III) ACKNOWLEDGES THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. EACH OF THE PARTIES TO THIS AGREEMENT FURTHER ACKNOWLEDGES THAT (I) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, AND (II) THIS WAIVER IS A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF the parties set their signatures as of the date written:

Witnessed by:

THE TOWN OF HEBRON

Donna M. Galkout

Andrew J. Tierney  
BY: Andrew J. Tierney Date:  
Its: Interim Town Manager

Steven Krampf

HEBRON VILLAGE GREEN DISTRICT

Michael K. Shea

Brendan Shea 1/26/2010  
BY: Brendan Shea Date  
Its: Chair, Board of Commissioners

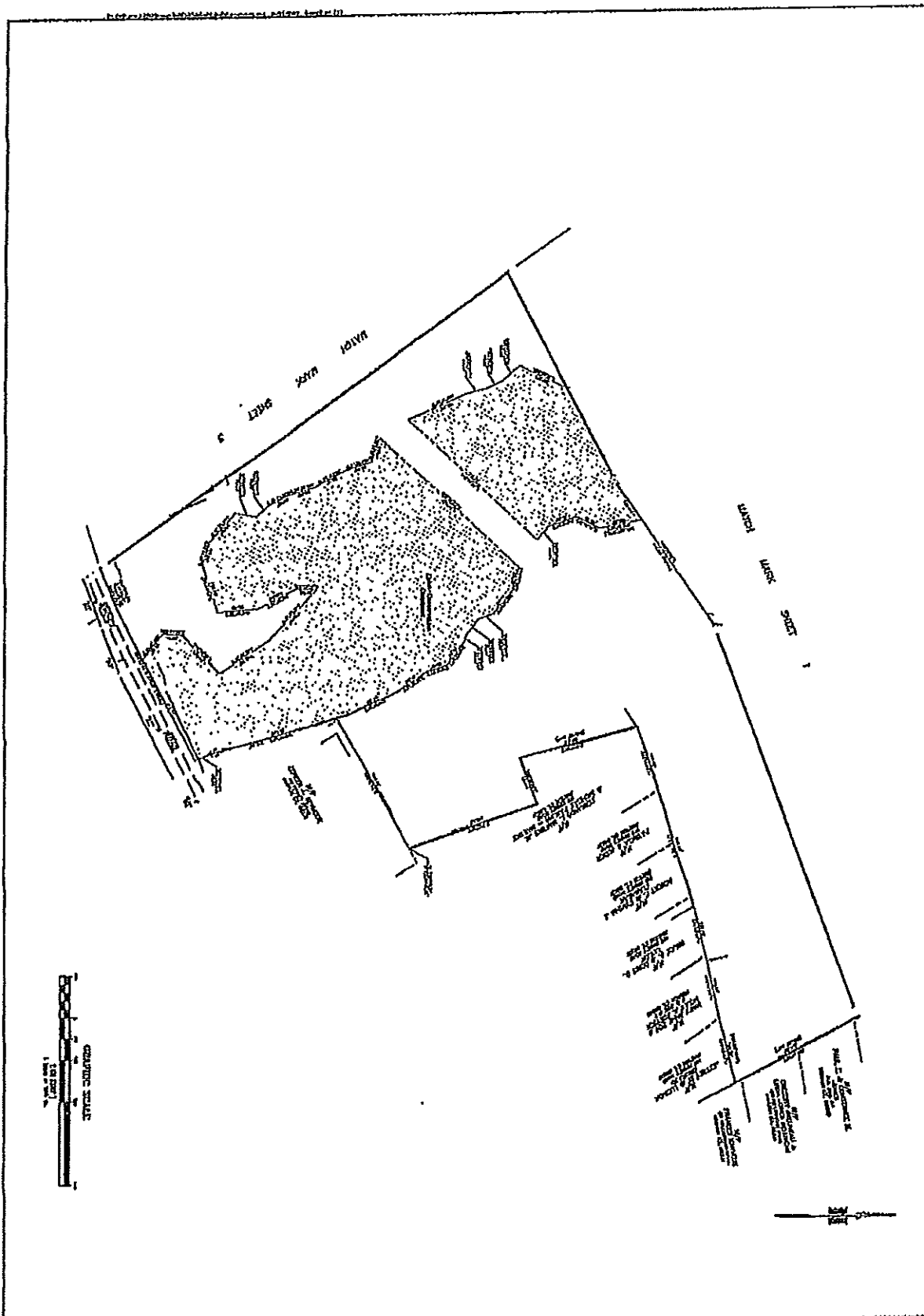
Debra L. [Signature]

## **Appendix A**

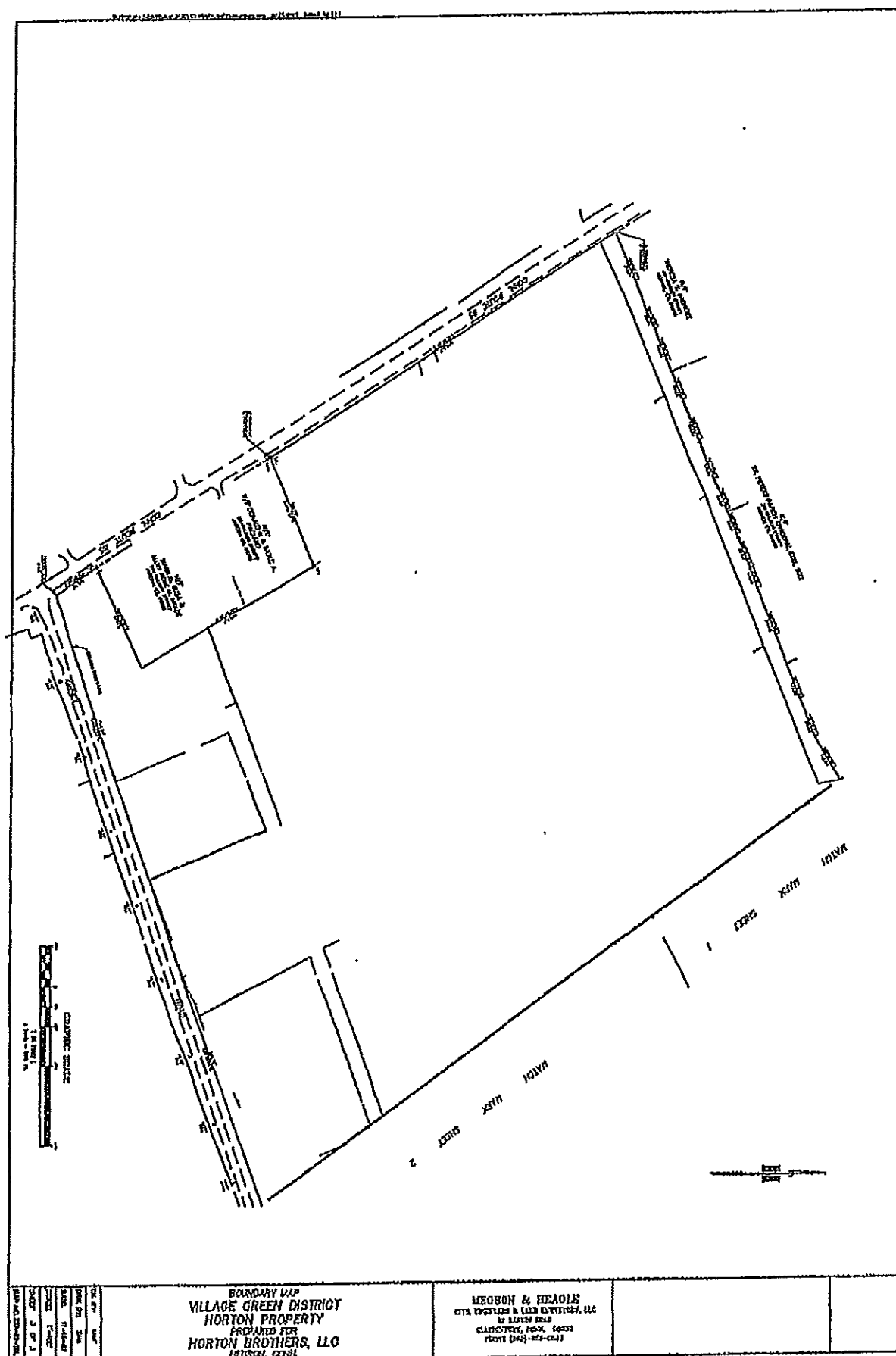
### **The Property**

**(see attached Survey of two parcels comprising the Village Green District)**





<p>DATE: 10/1/01          DRAWN BY: J. HORTON          CHECKED BY: J. HORTON          SCALE: 1" = 100'          SHEET: 1 OF 1</p>	<p>BOUNDARY MAP          VILLAGE GREEN DISTRICT          HORTON PROPERTY          PREPARED FOR          HORTON BROTHERS, LLC          HESKON, COOK</p>	<p>KEDSON &amp; HEADLE          CIVIL ENGINEERS &amp; LAND SURVEYORS, LLC          2115 E. 10th St.          HESKON, COOK 60141          PHONE (815) 422-6267</p>		
---	--	---	--	--



## **Appendix B**

### **Summary of The Contract Work**

(see attached detailed cost estimates)

#### **Traffic Light Element:**

Installation of Traffic Light:	\$125,022
--------------------------------	-----------

#### **Utilities Element:**

Installation of Utilities:	<u>\$131,000</u>
----------------------------	------------------

Subtotal:	\$256,022
-----------	-----------

Contingency (10%):	<u>\$25,602</u>
--------------------	-----------------

Total Estimated Cost:	\$281,624
-----------------------	-----------

Cost Estimate  
Route 66 at Town Roadway  
Preliminary Cost Estimate

Item Number	Description	Unit	Quantity	Unit Price	
1001001	Trenching	L.F.	226	24.00	5400.00
1002208	Traffic Control Foundation	EA.	1	1,710.00	1710.00
	Controller - type IV				
1002201	Traffic Control Foundation	EA.	3	3,000.00	9000.00
	Span Pole				
1008112	1" Rigid Metal Conduit	L.F.	20	7.20	144.00
	In Trench				
1008115	2" Rigid Metal Conduit	L.F.	226	14.00	3150.00
	In Trench				
1010021	Concrete Hand Hole Type II	EA.	6	380.00	2280.00
1103023	32' Steel Span Pole	EA.	3	5,670.00	17010.00
1105003	1 Way, 3 Section Span Wire	EA.	6	1,300.00	7800.00
	Traffic Signal				
1105005	1 Way, 5 Section Span Wire	EA.	2	1,400.00	2800.00
	Traffic Signal				
1105040	LED Traffic Signal	EA.	28	400.00	11200.00
	Lamp Unit (12")				
1108003	1 Way Pedestrian Signal	EA.	0	551.69	0.00
	Pedestal Mounted				
1107002	Pedestrian Push Button & Sign	EA.	1	250.00	250.00
	Pedestal Mounted				
1108115	Full Actuated Controller 8 Phase	EA.	1	12,000.00	12000.00
1108720	Optical Detector	EA.	2	688.33	1376.66
1108724	Phase Selector	EA.	1	2,500.00	2500.00
1113505	Detector Cable	L.F.	0	2.50	0.00
1111401	Loop Vehicle Detector	EA.	18	230.00	4140.00
1111451	Loop Detector Saw Cut	L.F.	600	18.00	8000.00
1113049	2 Conductor No. 8 Cable	L.F.	125	3.25	406.25
1113050	2 Conductor No. 14 Cable	L.F.	1000	2.00	2000.00
1113102	5 Conductor No. 14 Cable	L.F.	300	2.20	660.00
1113104	9 Conductor No. 14 Cable	L.F.	175	2.35	411.25
1113109	21 Conductor No. 14 Cable	L.F.	100	4.10	410.00
11131__	3 Conductor No. 20 Cable	L.F.	250	2.00	500.00
1113398	Cable Closure	EA.	1	600.00	600.00
1114102	Span Wire	L.F.	600	6.29	3774.00
	Pavement Markings	LS			1500.00
	Engineering Design Services	LS			15000.00
	Land Surveying	LS			5000.00
	Electric Service	EA.	1	5,000.00	5000.00

125022.16

NATHAN L. JACOBSON & ASSOCIATES, INC.  
Consulting Engineers  
Chester, Connecticut

CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COSTS  
MATERIAL AND INSTALLATION BY CONTRACTOR

Project: Village Green (Utility Installation)  
Hebron CT

Done by: WJB  
Date: 7/10/2009  
Checked by: THF  
Date: 7/13/2009

Project No.: 004B-0120

Item No.	Item	Unit Cost	Unit	Quantity	Total
1	3" SCHED 40 (AT&T) (2 @ 1300 feet plus crossings)	\$4.10	L.F.	2,760	\$11,316.00
2	3" SCHED 40 (CABLE) (2 @ 1300 feet plus crossings)	\$4.10	L.F.	2,760	\$11,316.00
3	6" SCHEDULE 40 (elec - west side only)	\$7.20	L.F.	1,300	\$9,360.00
4	6" SCHEDULE 40 (elec - 2 @ 2 crossings)	\$7.20	L.F.	320	\$2,304.00
5	3" SCHEDULE 40 (elec - 1 @ 2 crossings)	\$4.10	L.F.	160	\$656.00
6	2" SCHEDULE 40 (elec - street lighting)	\$3.28	L.F.	1,300	\$4,264.00
7	TRENCH EXCAVATION	\$3.48	L.F.	1,400	\$5,080.00
8	TRANSFORMER PAD (elec - street lighting)	\$1,000.00	EACH	2	\$2,000.00
9	3' x 3' CONCRETE HANDHOLE (west side only)	\$1,350.00	EACH	2	\$2,700.00
10	4' x 8' POLYCRETE HANDHOLE (west side only)	\$7,800.00	EACH	10	\$78,000.00
11	6" GROUND RODS	\$16.00	EACH	24	\$384.00
12	#6 COPPER WIRE	\$1.00	L.F.	240	\$240.00
13	SAND BEDDING FOR TRENCH	\$15.00	C.Y.	176	\$2,625.00
14	BITUMINOUS PAVEMENT - TRENCH REPAIR	\$105.00	Tons	6	\$626.00
15	PROCESS GRAVEL - TRENCH REPAIR	\$27.00	C.Y.	4	\$108.00
16	GRAVEL SUBBASE - TRENCH REPAIR	\$22.00	C.Y.	6	\$110.00
17	WARNING TAPE	\$20.00	Each	5	\$100.00


TOTAL: \$131,088.80

SAY: \$131,000.00

Note: Estimate based on preliminary information provided from Utility Companies. Estimate should be updated as more detailed design information provided.

DAYS FROM THE DATE SIGNAL IS PLACED IN OPERATIONAL.

INSTALL PRE-DETENTION EQUIPMENT IN AUXILIARY CABINET.  
CONNECTION TO INITIAL A SWITCH IN THE SIGNAL CABINET TO EFFECTIVELY  
DISCONNECT THE PRE-DETENTION EQUIPMENT FROM THE TRAFFIC SIGNAL CONTROLLER.  
PRE-DETENTION DETECTOR LOCATIONS ARE FOR ILLUMINATION ONLY. EXACT LOCATIONS  
SHALL BE DETERMINED BY THE MANUFACTURER ON HIS DESIGNATED  
REPRESENTATIVE DETECTOR CABLES ARE TO BE INSTALLED CONTINUOUS  
BETWEEN EACH DETECTOR AND THE AUXILIARY EQUIPMENT CABINET.

 OFFICE OF ENGINEERING	TOWN	HEBRON	PROJECT NO. 10199
	DRAWING TITLE TRAFFIC CONTROL SIGNAL PLAN		DRAWING NO. TS-1 SHEET NO. 1 OF 1

[illegible]

