

DEPARTMENT OF  
COMMUNITY SERVICES

March 13, 2015

To: Town Council

From: Todd Dumais, Town Planner 

**SUBJECT: 245 PROSPECT AVENUE / KANE STREET – PROSPECT PLAZA  
SPECIAL DEVELOPMENT DISTRICT ADMINISTRATIVE  
AMENDMENT (SDD #11-R1-15)**

I have received an administrative amendment request from Patrick O'Leary, P.E. of Vanesse Hangen Brustlin, Inc., on behalf of Prospect Plaza Improvements, LLC for the property known as Prospect Plaza located at 245 Prospect Avenue/Kane Street seeking approval for minor modification of the off-street loading area behind the ShopRite Building.

Attached are a narrative and supporting plans which further explain the proposal.

The requested modifications fall within the approval powers contained in *Section 177-44C (9)* of the Code of Ordinances. This section allows the Town Planner to approve *minor* adjustments to limited plan elements of an SDD, in this instance, to *Section 177-44C (9) (c)* the arrangement of parking spaces within a designated area may be adjusted, and the number of required parking spaces (including the mixture of types of spaces required) may be adjusted by up to a cumulative total of 10% of the required number of spaces or 10 spaces, whichever is less. It is my opinion that the plan, as modified, is in accordance with the purpose of the original SDD approved by the Town Council

The purpose of the memo is to *notify* the Town Council of my intention to approve the requested modifications. This notice of approval is given with the understanding that such action will not be effective until the day following the next regular meeting of the Town Council and that such notice of approval is given 10 days prior to such Council meeting. This matter would therefore appear as a regular agenda item on the Regular Town Council Meeting of Tuesday, March 24, 2015. It is understood that the Town Council may reject my approval decision and direct that the modifications requested be considered under the provisions of *Section 177-44C (9)* which would require a complete application for amendment and requisite public hearing.

C: Ronald Van Winkle, Town Manager  
Joseph O'Brien, Corporation Counsel  
Mark McGovern, Director of Community Services  
Patrick Alair, Corporation Counsel  
Patrick O'Leary, P.E. Vanesse Hangen Brustlin Inc.  
Subject SDD File

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U: SD/TPZ/SDD/Prospect245\_SDD#11\_R1\_15\_March15



TOWN OF WEST HARTFORD  
50 SOUTH MAIN STREET  
WEST HARTFORD, CONNECTICUT 06107-2485  
(860) 561-7555 FAX: (860) 561-7504  
<http://www.westhartford.org>

An Equal Opportunity/Affirmative Action Employer



March 11, 2015

41947.00

Mr. Todd Dumais  
Town of West Hartford  
50 South Main Street  
West Hartford, CT 06107-2485

Re: Special Development District Administrative Amendment Request

Dear Mr. Dumais,

The Town Council has previously approved an application for Special Development District (SDD) #11 associated with the property (Prospect Plaza) located at the intersection of Kane Street and Prospect Street in West Hartford, Connecticut.

We respectfully request that minor changes be approved to SDD #11 as a Special Development District Administrative Amendment due to the very limited scope of the site modifications.

This request specifically addresses operational issues associated with the existing Shop-Rite Supermarket. We are requesting minor revisions to the approved set of drawings to address operational issues associated with truck deliveries with respect to internal site circulation.

Attached you will find drawing CP-1 (Site Modification Plan) outlining the proposed changes.

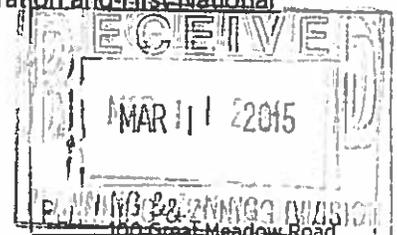
The proposed revisions include:

1. Re setting metal beam guard rail and closing the existing hammerhead truck turning area.
2. Removing paving from the hammerhead turn-out and replacing with loam and seed.
3. Adding reflectors to the end of existing Jersey barriers.

The Inland Wetland and Watercourse Agency found the activities referenced above to be a non-significant impact at the March 2, 2015 regular meeting (attached IWW Approval).

Additionally, the following information/material is being submitted in support of the application:

1. Copy of the cashed check in the amount of \$580.00 – SDD Administrative Amendment Fee.
2. Authorization Letter from the Sisters of St. Joseph Corporation to complete referenced work.
3. Copy of original Lease Agreement between Sisters of St. Joseph Corporation and First National Supermarkets Inc.



Engineers | Scientists | Planners | Designers

Wethersfield, Connecticut 06109

P 860.807.4300

F 860.372.4570

Mr. Todd Dumais  
Ref: 41947.00  
March 11, 2015  
Page 2



If you need any additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "P. N. O'Leary". The signature is written in a cursive style with a large, sweeping "y" at the end.

Patrick N. O'Leary, P.E.

Vanasse Hangen Brustlin, Inc.

See Attached Authorization

Owner's Signature

**INLAND WETLAND AND  
WATERCOURSES AGENCY**

**CERTIFIED MAIL**

March 4, 2015

Patrick O'Leary  
100 Great Meadow Road, Suite 200  
Wethersfield, CT 06106

**SUBJECT: 245 Prospect Avenue – IWW #1025**

Dear Mr. O'Leary:

At its regular meeting of Monday, March 2, 2015, the West Hartford Town Plan and Zoning Commission, acting as the Inland Wetlands and Watercourses Agency, gave consideration to the following item:

**245 Prospect Avenue & 27 Park Road** - Application (IWW #1025) of Wakefern Food Corporation and Sisters of Saint Joseph (Patrick O'Leary, Contact), requesting approval of an Inland Wetlands and Watercourses Permit to conduct certain regulated activities which may have an adverse impact on a wetland and watercourse area. The applicant (Shoprite) seeks to modify an existing truck turnaround to allow tractor trailers to maneuver within the limits of the subject property. No direct impact to the regulated upland review area is proposed. The applicants request a fee waiver. (Submitted for IWWA receipt on March 2, 2015. Presented for determination of significance.)

After a detailed review of the application and its related exhibits and after consideration of staff technical comments, the IWWA acted by **unanimous vote (4-0)** (Motion/O'Donnell; Second/Freeman)(O'Donnell seated for Seder) to find the proposed regulated activity to be **NON-SIGNIFICANT**. The IWWA directed that the wetland permit be issued subject to full compliance with Town Erosion and Sedimentation Control requirements.

The Agency also gave consideration to your fee waiver request. The IWWA acted by **unanimous vote (4-0)** (Motion/O'Donnell; Second/Freeman)(O'Donnell seated for Freeman) to **grant** the waiver request.

By this letter the IWWA is transmitting a notice of IWW permit approval. Please note that consistent with Section 9.1 of the Town of West Hartford Inland Wetlands and Watercourses Regulations, the effective date of this permit is March 17, 2015. This notice is given to the West Hartford Town Clerk and to the State of Connecticut



Patrick O'Leary  
March 4, 2015  
Page 2

Department of Environmental Protection per the requirements of the Inland Wetlands and Watercourses Regulations.

Very truly yours,



Kevin Ahern  
Chairman TPZ/IWWA

C: Ronald Van Winkle, Town Manager  
Mark McGovern, Director of Community Services  
Essie Labrot, Town Clerk  
Todd Dumais, Town Planner  
Duane Martin, Town Engineer  
Brian McCarthy, Conservation & Environmental Commission  
Department of Energy & Environmental Protection  
Tim Mikoliche, Supervisor of Inspection  
Subject IWW File

U: sd/TPZ/decisionletters/2015/Prospect245&Park27\_Mar15

VANASSE HANGEN BRUSTLIN, INC.  
101 WALNUT STREET • PO BOX 9151  
WATERTOWN, MASSACHUSETTS 02471

CITIZENS BANK  
MASSACHUSETTS  
5-70172110

280630

CHECK DATE

May 14, 2014

Five Hundred Eighty and 00/100

AMOUNT

\$580.00

Town of West Hartford  
50 S. Main Street  
West Hartford, CT 06107-2431

*Robert S. Smith*  
AUTHORIZED SIGNATURE



⑈ 280630⑈ ⑆ 211070175⑆ 1130161371⑈

FOR DEPOSIT ONLY

Town of West Hartford  
Planning and Zoning Office  
50 South Main Street  
West Hartford, CT 06107

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

The following items are not listed:  
Check # 123456789  
Pay to the order of  
Town of West Hartford  
50 S. Main Street  
West Hartford, CT 06107

© 2008 CITIZENS BANK

## **AUTHORIZATION**

This Authorization is granted effective as of November 1, 2014 by **THE SISTERS OF ST. JOSEPH CORPORATION**, a Connecticut corporation, having an office at 27 Park Road, West Hartford, Connecticut 06119 ("Landlord") to **WAKEFERN FOOD CORP.** a New Jersey corporation, having an office at 5000 Riverside Drive, Keasbey, New Jersey 08832 ("Tenant").

### **RECITALS:**

- A. Landlord and Tenant's predecessor in interest entered into a certain Indenture of Lease dated November 18, 1983, as amended (the "Lease") for certain premises as described in the Lease (the "Premises"); and
- B. The Lease requires Tenant to restore the Premises following the expiration of the term of the Lease; and
- C. The term of the Lease has expired and Tenant is prepared to perform the restoration work (collectively, the "Work") and wishes to obtain Landlord's approval of the proposed restoration plan and related specification attached hereto as Exhibit A (the "Plan"); and
- D. Landlord is willing to confirm its approval of the proposed Plan; and
- E. The Town of West Hartford has required Tenant to provide evidence that Tenant has the permission of Landlord to enter upon Landlord's property and perform such Work; and
- F. Landlord is willing to provide such authorization.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord, Landlord agrees as follows:

### **AGREEMENT:**

- 1. Landlord approves the Plan attached as Exhibit A to this Authorization.
- 2. Tenant is authorized to enter upon the Premises to perform the Work, in accordance with the terms of the Lease and in accordance with the Plan.
- 3. Tenant shall obtain all necessary permits and approvals prior to performing the Work.
- 4. Tenant shall perform the Work in accordance with Section 7 of the Lease, including Tenant's obligation to perform the Work on a lien-free basis, ensure that the contractors performing the Work maintain commercially reasonable insurance coverages, and indemnify Landlord against any claims resulting from the Work.

5. Following the completion of the Work, Tenant shall provide Landlord with notice that the Work has been completed.

IN WITNESS WHEREOF, Landlord has caused this Authorization to be executed as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

LANDLORD:  
THE SISTERS OF ST. JOSEPH  
CORPORATION

Sister Mary Jane Higo

By: Susan Cunningham, C.S.J.  
Name: Susan Cunningham, C.S.J.  
Title: President

Sister Ann Kane, C.S.J.

#### TENANT'S AGREEMENT

Tenant agrees to complete the restoration in accordance with the terms, plan, and specifications contained herein.

Signed, Sealed and Delivered  
In the Presence of:

TENANT:  
WAKEFERN FOOD CORP.

Joseph M. Sheridan  
Joseph M. Sheridan

By: Joseph M. Sheridan  
Name: Joseph M. Sheridan  
Title: President and COO

**EXHIBIT A**  
**Restoration Plan**

**[See Attached]**

7467.

Eric  
RR  
Chuck

**INDENTURE OF LEASE**

**Between**

**THE SISTERS OF ST. JOSEPH CORPORATION**

**(Landlord)**

**And**

**FIRST NATIONAL SUPERMARKETS, INC.**

**(Tenant)**

**Premises: WEST HARTFORD, CONNECTICUT**

**Dated: NOVEMBER 16, 1983**

21132234

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THIS INDENTURE OF LEASE dated the 18<sup>th</sup> day of November, 1983, by and between THE SISTERS OF ST. JOSEPH CORPORATION, a Connecticut corporation having an office at 27 Park Road, West Hartford, Connecticut 06119 (hereinafter referred to as "Landlord") and FIRST NATIONAL SUPERMARKETS, INC., a corporation organized and existing under the laws of the State of Massachusetts, having an office for the transaction of business at 500 North Street, Windsor Locks, Connecticut, (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of Ten (\$10.00) Dollars, other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land situated in the Town of West Hartford, County of Hartford, and State of Connecticut and more particularly described on Exhibit "A" annexed hereto and made part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, hereinafter sometimes referred to as the "Demised Premises" and sometimes referred to as the "premises").

SECTION 2. Term:

(a) The term of this Lease shall commence on the date of execution hereof (the "Commencement Date") and expire on October 31, 1993, unless sooner terminated as herein provided.

SECTION 3. Rent:

(a) Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction, and without previous

such alterations, changes, replacements, improvements and additions in and to the Demised Premises and the improvements thereon as it may deem desirable.

(d) On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender the Demised Premises, provided that Tenant shall, no more than ninety (90) days after the end of the term as aforesaid, remove any improvements constructed on the Demised Premises and restore the Demised Premises to a natural and attractive condition, including landscaping the Demised Premises in a manner consistent with the surrounding property of Landlord, all at Tenant's sole expense.

Concurrently with the execution of this Lease, Tenant has deposited in escrow with Cohn and Birnbaum P.C. (the "Escrow Agent") the sum of Twenty-five Thousand and 00/100 Dollars (\$25,000) to be held by the Escrow Agent as hereinafter set forth, as security for Tenant's performance of its obligations pursuant to this Section 7(d). The Escrow Agent shall deposit the said sum of \$25,000 in a recognized money market fund or other similar investment in its name as Escrow Agent for Landlord. All interest and/or dividends accruing to the amount deposited shall be accrued and reinvested. Upon written notice from Landlord that Tenant has failed to perform its obligations pursuant to this Section 7(d), the Escrow Agent shall pay over to Landlord the entire amount then held by it, or such portion thereof as the Landlord may request. Such payment to Landlord by the Escrow Agent shall be without prejudice to Tenant's right to thereafter contest Landlord's entitlement to such sums, or the amounts to which Landlord may be entitled. The Escrow Agent shall disburse no sums to Tenant without the prior consent of Landlord, or the order of a court of competent jurisdiction; provided that Tenant shall be entitled to the entire amount of the escrow, together with all accrued interest, upon the removal of its improvements and restoration of the Demised Premises as set forth above. Landlord and Tenant agree that the Escrow Agent shall not be

