

MEETING MINUTES
Easton Board of Selectmen
July 16, 2020
7:30 PM
Town Hall Conference Room A

ZOOM: BOARD OF SELECTMEN

<https://us02web.zoom.us/j/85343605097?pwd=eUtxODFqdjZxcysxcndTc08wZXVEUT09>

Meeting ID: 853 4360 5097

Password: 06612

David Bindelglass called the meeting to order at 7:32 p.m.

Present: David Bindelglass, Kristi Sogofsky and Robert Lessler

1. Kristi Sogofsky moved to approve the minutes of the Board of Selectmen Meeting, June 18, 2020, with the following corrections: agenda item 8. fourth line should read "needs" not "need". Agenda item 9. fourth line should read "to allow". Robert Lessler seconded. Motion passed unanimously.
2. No public comment.
3. Robert Lessler moved to approve the driveway bond release to Key Lime Properties, LLC, permit #1657 in the amount of \$3,000 as recommended by Bruce Bombero, Deputy Director of Public Works. Kristi Sogofsky seconded. Motion passed unanimously.
4. Kristi Sogofsky moved to award the bid for the purchase of a 2020 Ford Utility Police Interceptor to Gengras Ford LLC in the amount of \$33,586 as recommended by Chief Richard Doyle. Robert Lessler seconded. Motion passed unanimously.
5. Robert Lessler moved to appoint Frank Pagliaro as a member of the Cemetery Committee for the unexpired term of 11/30/2016 – 12/01/2022. Kristi Sogofsky seconded. Motion passed unanimously.
6. Lise Fleurette respectfully requests the Board of Selectmen create and appoint an Easton Diversity and Inclusion Task Force. The task force would be charged with research and investigating but not with creating policy. (see attached) No action taken.
7. Elaine Okeefe spoke of having Easton, in conjunction with the Westport Weston Health District's Health Director create a resolution declaring racism a public health crisis. Elaine will work on a draft resolution for the next Board of Selectmen meeting. (see attached) No action taken.
8. Kristi Sogofsky will prepare a draft Flag Policy limited to the American, state and town flags, any other requests should be brought to the Board of Selectman on a case by case basis. No action taken.
9. Discussions are ongoing regarding the Park and Rec revised Ordinance. Kristi Sogofsky reported many towns keep field maintenance under the Park and Rec Department however at the last Board of Finance, Dave Bindelglass said there were strong opinions that field maintenance should be under the Department of Public Works. No action taken.
10. After a discussion the following was added to the Memorandum of Understanding; "Its terms are incorporated by reference into the Interim Agreement dated July 9, 2020." Dave Bindelglass moved to enter into this Interim Agreement (see attached) for health services with the Westport Weston Health District as defined in this document and attached Memo of Understanding (see attached). Robert Lessler seconded. Motion passed unanimously.

11. Dave Bindelglass continues to be involved in the drafting of the proposed modified Easton Land Ordinance. Robert Lessler believes the lease portion of the document should be excluded and the purchase and/or sale of town owned property should be voted on at a Town Meeting. Kristi Sogofsky also concurred that leases in town be excluded especially with the suggested one year lease length. It was agreed to construct a process for purchases and sales of property. No action taken.
12. The Board of Finance recently expressed an interest in funding an Emergency Services consultant in this fiscal year. The next step is to have the chiefs of Fire and EMS, their commission heads and a Board of Finance representative together to discuss the qualifications for a consultant.
13. The appraisal for the proposed 18.7 acre South Park Property parcel seeking to be purchased by the Aspetuck Land Trust was completed on July 8, 2020 by TWHenry Appraisal and returned a valuation of \$470,000. The CT DEEP OWSA Grant application has been submitted however there is no date of grant decision as of right now.
14. Dave Bindelglass believes we either have to enforce, revise or get rid of our Nuisance Ordinance.
15. As an update on Coronavirus (COVID-19) in Easton, the Park and Rec Department has opened playgrounds and is looking into building Pickle-Ball courts. The courts are approximately 20' x 40'. As to the reopening of school, conversations and decisions on what the re-opening will look like are ongoing.
16. A resident commented that he would like the proposed modified Easton Land Ordinance to go to a Town Meeting and not just a public hearing. The Planning and Zoning Commission held a public hearing on the POCD which the people in attendance were overwhelmingly against the Village District, but yet the POCD was accepted. Another resident asked if we could have a Town Meeting in a large field.
17. Robert Lessler said the 175th Anniversary Committee has their logo winners. They will be presented at a ceremony this coming week. You can visit easton175.com to view all the submissions and find out news on future events.
18. Robert Lessler moved to adjourn at 9:05 p.m. Kristi Sogofsky seconded. Motion passed unanimously.

3A~07.16.20

Easton Diversity and Inclusion Task Force (EDIT) - Charge

Statement of Purpose

The town of Easton, CT acknowledges that implicit bias damages our community. It undermines the key foundational American principles of fairness and equity and respect for individual rights. Implicit bias inflicts severe and measurable harms on all people, especially people of color who continue to experience highly inequitable educational, social, economic, medical, environmental, and health outcomes as compared to white Americans.

Public policy experts report that population growth in the US is slowing while demographic diversity is growing. The Easton Diversity and Inclusion Task Force (EDIT) will help Easton embrace a future where diversity is an advantage.

EDIT is a resource for town leaders across all town departments, boards, and commissions on the policies and practices that most effectively undermine systemic racism in our institutions and our community. The board will advocate and advise, and offer tools and resources to help town leaders, boards, commissions, and citizens learn how to recognize and mitigate the effects of implicit bias within Easton.

Board Make-up and Operating Structure

EDIT shall consist of five members appointed by the Board of Selectmen. Three members shall be appointed to a term running until January 2, 2023, and two members shall be appointed to a term running until January 2, 2022. Thereafter, terms shall run for three years. There shall be two alternate members. The initial term of one alternate shall run until January 2, 2022, and the initial term of the second alternate shall run until January 2, 2023. Thereafter, alternates shall serve a three-year term.

The members shall choose from among their members, a chair and a secretary.

Initial Goals of Easton Diversity and Inclusion Task Force (EDIT)

- Work with town department heads to promote:
 - The recruitment, retention, and promotion of people of color for town positions.
 - Engaging small businesses owned or operated by people of color to bid for opportunities to do business with the Town.
- Work with the Easton and regional school boards and other education-related stakeholders to:
 - Promote the recruitment, retention, and promotion of people of color for positions within Easton and regional schools.
 - Develop or revise Easton and regional school curriculum to accurately reflect the impacts of implicit bias and overt racism on America's past, present, and future.

- Investigate potential Easton and regional school participation in the State of CT's Open Choice Program that allows urban students to attend public schools in nearby suburban towns.
 - Reinstitute the student exchange program where Easton and regional students share in reciprocal visits and school field trips with surrounding, more demographically diverse school districts.
 - Monitor Easton and regional school discipline records for evidence of disproportionate minority contact (DMC).
- Work with relevant town departments to document instances where:
 - Potential racial bias is in question;
 - The 911 system was potentially used to harass people of color.
- Promote and distribute high-quality anti-racism programming to all town departments, town and regional school systems, and the public.

July 13 Press Release: 2 More Connecticut municipalities consider joining the movement to declare racism a public health crisis

On Thursday July 16 at 7pm, Colchester's Board of Selectmen will discuss a resolution to declare racism a public health crisis and create a task force to determine action steps. **Next Monday July 20 at 7pm, Hamden,** will likely vote on a similar resolution.

To date, at least 9 Connecticut towns have passed resolutions declaring racism a public health crisis. The protests across all fifty states prompted by the death of George Floyd and the related history of police violence against people of color and the persistent racial health disparities highlighted by the COVID-19 pandemic have moved cities and counties across the U.S. to make similar declarations. To catalyze this movement in Connecticut, Health Equity Solutions and our partners are reaching out to leaders throughout the state to introduce similar resolutions in their communities. **Colchester and Hamden will consider joining Windsor, Hartford, Bloomfield, New Britain, Manchester, New Haven, Windham, Middletown, and West Hartford** in taking this step.

In Hamden, Mayor Leng noted: *"Recognizing and making the statement that declares racism as a public health crisis is the right thing to do and a step toward a more equitable community and society. In the time of COVID-19, when impact on people of color is statistically higher, we have a real-time health emergency where we can put our value statement to the test and work to help people."*

Tekisha Dwan Everette, Executive Director of Health Equity Solutions, adds: *"Acknowledging a problem is the first step in addressing it. Publicly acknowledging that racism—through structural disadvantages and the "weathering" of daily experiences—is a public health crisis that results in far too much preventable suffering and death, is a starting point for action. This movement demonstrates the willingness of local officials to commit to intentionally addressing racism through policy."* Health Equity Solutions is a nonprofit organization with a statewide focus on promoting policies, programs, and practices that result in equitable health care access, delivery, and outcomes for all people in Connecticut.

A local resolution demonstrates a commitment to advancing racial equity, including in health. It can catalyze and authorize data analysis, policy analysis to prevent unintentional injustices, and implementation of policies and actions to dismantle and course-correct problematic systems.

Health Equity Solutions also recently released a petition aiming to center the public dialogue about injustice around policy solutions. The petition will demonstrate widespread support for deliberate strategies to address inequities, starting with policymakers publicly declaring racism to be a public health crisis.

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Press contacts:

Executive Director: Dr. Tekisha Everette (teverette@hesct.org; 860.937.6610)

Director of Policy Karen Siegel (ksiegel@hesct.org; 860.937.6437)

Quotes related to resolutions that have passed:

Alycia Santillia, Director of the Community Alliance for Research and Engagement (CARE) and New Haven resident, notes: *"The public health community has increasingly recognized the impacts of racism on health. Now, more than ever, it is imperative that we bring this message to the wider community – as together we witness the greater impact of COVID-19 in Black and Brown communities; as together we*

witness the murder of Black men and women at the hands of police. These threats to communities of color result in the worst health outcome of all – death – and demonstrate the profound impacts of structural racism. We must raise our voices.”

Revered Robyn Anderson who leads the Middletown-based Ministerial Health Fellowship and participates in the town’s People of Color Health Initiative, adds: *“It is my hope and prayer that we will declare racism as a public health issue as we work together to achieve health equity and justice for all.”*

In Manchester, Councilor Pamela Floyd-Cranford, said: *“Manchester is the epitome that racism exists. With the acknowledgment that racism is a public health crisis, I’m hopeful that it will make health care more affordable for people of color. Also, oftentimes we don’t get the same level of care. Health care providers are relatively dismissive of complaints of pain and illness by people of color, especially if they don’t have the money to pay for services. This leads to worse health and death. I’m hoping the resolutions in Manchester and throughout the state will address this.”*

INTERIM AGREEMENT FOR HEALTH SERVICES

This Interim Agreement for Health Services (the “Interim Agreement”) is made as of the 9th day of July, 2020, by and between the **Westport Weston Health District** (the “WWHD”) and the **Town of Easton** (the “Town” and collectively with the WWHD, the “Parties”).

WHEREAS, the Town desires for the WWHD to provide certain health services to the Town on an interim basis; and

WHEREAS, the purpose of this Interim Agreement is to specify the details of an understanding between the Town and the WWHD to provide certain health services to the Town, and to describe the Town’s obligations concerning those services; and

WHEREAS, Mark A.R. Cooper is the Director of Health for the WWHD and, pursuant to this Interim Agreement, will have the authority to perform certain duties of a Director of Health for purposes of services provided within the Town.

NOW, THEREFORE, based on the foregoing and for good and valuable consideration and the mutual undertakings as set forth in this Interim Agreement, the Parties hereby agree to the recitals above and the terms as follows.

1. **Authority of the Director of Health.** The WWHD and the Town hereby recognize, agree, and authorize that Mark A. R. Cooper, current Director of Health for the WWHD, shall have the authority, on behalf of and acting through the WWHD, to perform certain duties as described herein of Director of Health, and as such duties are generally described in Chapter 368e of the Connecticut General Statutes, within the Town.
2. **Term/Extension.** The term of this Interim Agreement shall be from August 1, 2020 to July 31, 2021 (the “Term”), unless earlier terminated by either Party as set forth in Paragraph 7 below. The need to extend this Interim Agreement and the cost to provide the Health Services, as defined in Paragraph 4, below, for any extension period shall be reviewed annually. Any extension of the Term of this Interim Agreement will require a document separately negotiated and signed by the Parties which outlines the fees and services for any periods in addition to the Term.
3. **Not a Joinder Agreement.** This Interim Agreement is not a joinder agreement. By executing this Interim Agreement, the Town will not join, or become a member of, the WWHD.

4. Provision of Certain Health Services. This Interim Agreement is limited to specific services only, as described below. During the Term of this Interim Agreement, the WWHD shall provide only the following health services to the Town.

- All services related to the testing, plan review and approval of subsurface sewage disposal systems in accordance with the requirements of the Connecticut Public Health Code.
- All services related to the review and approval of private wells in accordance with the requirements of the Connecticut Public Health Code.
- All services related to the inspection and approval of food service establishments in accordance with the requirements of the Connecticut Public Health Code.
- All services related to the response and follow-up of all public health nuisances and environmental or housing complaints.
- All services related to the follow-up of all cases of reportable disease.
- All services related to the administration and enforcement of all programs and activities related to subsurface sewage disposal systems, private drinking water wells and food service establishments.

The foregoing services shall be referred to herein as the "Health Services."

5. Payment for Providing the Health Services.

- (a) The Town shall pay to the WWHD the amount of \$10,000 per month. Monthly payments of \$10,000 will be due on the first day of the month, commencing August 1, 2020.
- (b) The WWHD may, but shall have no obligation to, provide services to the Town that are outside the scope of the Health Services ("Additional Services"). If the Town requests that the WWHD provide Additional Services, the WWHD's Director of Public Health will notify the Town as to whether or not the WWHD is willing to provide the Additional Services. If the WWHD is willing to provide the Additional Services, then the Director of Public Health will include in the notice a proposed fee schedule for the Additional Services. If the Town and the WWHD reach agreement on the fees for the Additional Services (the "Additional Fees"), then the WWHD shall provide the Additional Services to the Town and the Town shall pay the Additional Fees.

6. Responsibilities as to the Health Services (admin, fees to residents, hours, office).

- The WWHD will provide the necessary personnel, facilities, computer equipment, transportation and field supplies that will be utilized to provide the Health Services.
- Fees associated with the review of plans, issuance of permits and/or other public health related activities shall be collected by and kept by the WWHD to assist in offsetting the cost to WWHD of providing the Health Services. Any such fees are in

addition to the fees described in Paragraph 5 above. During the duration of the Term, the Town's existing public health fee schedule shall remain in force as to services that WWHD provides within the Town.

- WWHD personnel shall spend a minimum of seven (7) hours per week (which 7 hours will include at least two mornings per week for three hours each as described below) on activities in the Town. The maximum number of hours spent by WWHD personnel on activities in the Town shall be twenty (20) hours per week, and WWHD personnel shall have no obligation under this Interim Agreement to spend additional time except as specifically set forth in this Paragraph. If the Town requests or agrees to services that require WWHD personnel to spend more than twenty (20) hours in a given week, and if the Director of Health determines that the additional hours of service are necessary and feasible, giving due regard to the responsibilities of his office and to the WWHD, then the Town shall pay for each hour of service exceeding twenty hours at a rate of \$55.00 per hour.
- The WWHD will staff a satellite office in the Town a minimum of two (2) mornings per week, with office hours from 8:30 am to 11:30 am, Mondays and Wednesdays, except legal holidays, and will provide an appropriate amount of field time to ensure compliance to requirements of the Connecticut Public Health Code in the Town. Said staff shall be one sanitarian trained and appropriately certified in environmental health.
- The WWHD will fund a part-time secretary in the Easton satellite office up to 14 hours per week (3 ½ hours per day for 4 days) on a per diem basis at \$22 per hour. Said secretary will provide local public health assistance in dealing with Easton health questions, issues, research and paperwork.
- The Easton satellite office space will be housed in the same office as the current public health officer and shared with the Easton Building Official. The Town will pay all utility and other costs associated with said office.

7. Termination.

This Agreement may be terminated by either Party at any time and for any reason or no reason, upon providing at least thirty (30) days written notice to the other Party.

8. Insurance.

The WWHD shall maintain appropriate insurance coverage covering the activities contemplated by this Agreement. The Town agrees to reimburse the WWHD for the increased insurance cost, if any, that is for insurance that can be attributed to coverage that pertains to the activities required by this Interim Agreement in and for the Town. Such reimbursement shall be made within thirty (30) days of the WWHD providing a billing statement to the Town for such insurance coverage.

9. Legal Services.

The Town shall provide and be solely responsible for the payment of all legal services pertaining to consultation about and/or enforcement of all health and sanitation issues and

orders within and for the Town, including any and all legal services required concerning the Health Services within and for the Town.

10. Authority.

Each of the Parties represents and warrants that the individual executing this document has authority to bind the party to the terms of this Agreement and that all conditions to exercising that authority, if any, have been satisfied.

11. Miscellaneous Provisions.

- a. **Notices.** All notices under this Interim Agreement shall be in writing and shall be delivered or sent by certified mail, or by nationally recognized overnight courier, such as FedEx, and addressed to: (for the WWHD) Mark A.R. Cooper, Director of Health, Westport Weston Health District, 180 Bayberry Lane, Westport, CT. 06880; and (for the Town) Town of Easton, Attention First Selectman, 225 Center Road, Easton, CT 06612.
- b. **Amendments, Waivers, Severability.** No amendment, modification or waiver of any of the provisions of this Interim Agreement shall be effective unless in writing and signed by the party or parties against whom it is to be enforced, and then any such amendment, modification, or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- c. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision of this Interim Agreement. The provisions of this Interim Agreement shall, to the fullest extent permissible by law, be construed and interpreted to ensure their validity, enforceability and mutual compatibility, and to effectuate the purposes of this Interim Agreement.
- d. **Entire Agreement.** This Interim Agreement comprises all of the terms, conditions, agreements, understandings and representations of the Parties respecting the subject matter hereof. Except as specifically provided for herein, this Interim Agreement supersedes any and all prior or contemporaneous representations, understandings, arrangements, and agreements between the Parties with respect to the subject matter hereof.
- e. **Counterparts and Electronic Signatures.** This Interim Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Interim Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Interim Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Interim Agreement as to the Parties and may be used in lieu of the original Interim Agreement for all purposes.

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WHEREUPON, the authorized representatives of the Parties have set their hands as of the
9th day of July, 2020.

Westport Weston Health District

Town of Easton

By: _____
Mark A. R. Cooper, Director of Health

By: _____
David Bindelglass, First Selectman

{Signature page to Interim Agreement for Health Services}

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF EASTON, CONNECTICUT
AND
WESTPORT WESTON HEALTH DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made the 22nd day of July, 2020, by and between the Town of Easton (“Town”) and the Westport Weston Health District (the “WWHD”). Its terms are incorporated by reference into the Interim Agreement dated July 9, 2020.

RECITALS:

WHEREAS, the residents of Easton will be entitled to all of the services provided to the residents of Westport and Weston with the same fee schedule, for all health services. The Easton Senior Center will coordinate with the WWHD on services they provide such as vaccines, etc.

WHEREAS, as referenced in the contract, the standards enforced for sanitation inspections will be those imposed by the Connecticut Public Health Code.

WHEREAS, if the WWHD is required to perform more than 20 hours/week in Easton, the standard of 80 hours a month can be enforced before the additional fees referenced in the contract are levied.

WHEREAS, the WWHD will reimburse Easton for the hours worked by the part time secretary shared with the Easton Building Department at a rate of \$22/hr for 4 days/week, 3.5 hrs/day.

WHEREAS, the “insurance” referenced in paragraph 8 refers to liability insurance for activities carried out by the staff of WWHD and will be paid by WWHD.

WHEREAS, the Board of Selectmen of Easton will receive the board package for each of your WWHD Board Meetings as a way of providing feedback to the town.

WHEREAS, in the case of an emergency, the Emergency Management Director of Easton will contact Mark Cooper (203) 571-8384 and in his absence will contact Jeff Andrews (203) 505-7871.

Town of Easton

By: _____
David Bindelglass, First Selectman

Westport Weston Health District

By: _____
Mark A.R. Cooper, Director of Health

Real Estate Appraisal & Appraisal Review



Thomas W. Henry MAI AI-GRS
1711 Hwy 17 S Unit 211
Surfside Beach, SC 29575
(843) 650 0301 Fax (843) 668 4502
twhenry3@gmail.com

TECHNICAL APPRAISAL REVIEW

Uniform Standards of Professional Appraisal Practice (USPAP)
&
Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)

Case File Tracking No.	Town of Easton Property, Easton
FLP State or National Forest	Connecticut
Project Name	OSWA CT DEEP Land Grant Program
Tract Identification	South Park Avenue, Easton, CT
Owner	Town of Easton

Appraisers	Christopher Kerin, MAI, & Vincent O'Brien
State Certification	CT Certified General
Effective Date of Value	May 28, 2020
Date of Report	June 29, 2020

Technical Review Prepared by:

Thomas W. Henry, MAI, AI-GRS
Connecticut General Certification
License #RCG285
Issuance 10/01/1989, Expiration 04/30/2021

DATE OF APPRAISAL REVIEW REPORT July 5, 2020

Real Estate Appraisal & Appraisal Review



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July 8, 2020

Justin Giorlando, Planning & Zoning Commission
Town Easton
225 Center Road
Easton, CT 06612

Re: Appraisal Review Report
18.7 acres unimproved forest land
South Park Avenue, Easton, CT
Owner of Record: Town of Easton
Appraiser: Christopher Kerin, MAI, & Vincent O'Brien of Kerin & Fazio, LLC Valuation & Advisory Services

Dear Mr. Giorlando:

This appraisal review report is sent to you per your request of May 22, 2020. The appraisal was received July 2, 2020. I have prepared a Technical Review Report of the appraisal of South Park Avenue, Easton, CT with an effective date of value of May 28, 2020 prepared by Christopher Kerin, MAI, & Vincent O'Brien. The purpose of this technical review is to determine the reasonableness of the opinion of market value of the Fee Simple Estate of the subject property larger parcel of 18.7 acres. The purpose of this technical review is also to evaluate the appraisal report's compliance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA), the *Uniform Standards of Professional Appraisal Practice* (USPAP), and compliance with appraisal instructions issued for this specific assignment. This technical review is not intended for any other use nor is it the intention of the appraiser reviewer for it to be used by anyone other than the State of Connecticut Department of Energy & Environmental Protection and the client the Town of Easton.

Client: Town of Easton

Intended Use/ Intended User: The intended users are the State of Connecticut Department of Energy & Environmental Protection and the client, the Town of Easton.

The intended use of this appraisal review is to assist the State of CT and the Open Space and Watershed Land Acquisition Grant Program by providing an opinion of compliance with USPAP and UASFLA standards of the appraisal for South Park Avenue, Easton, CT prepared by Kerin & Fazio, LLC Valuation & Advisory Services with a date of value of May 28, 2020.

TWHenry Appraisal

Project: Open Space and Watershed Acquisition Program **Case File:** South Park Avenue, Easton, CT
CT DEEP OWSA Grant

Professional Standards: The appraisal standards are the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2016 6th edition published by the Appraisal Foundation) (UASFLA), and the Uniform Standards for Professional Appraisal Practice (The Appraisal Foundation, current edition) (USPAP).

Purpose of the Appraisal: The purpose of the appraisal is to provide an opinion of the market value of all rights, title, and interest in the property before the proposed acquisition as of the effective date of value May 28, 2020.

Definition of Market Value: UASFLA (Interagency Land Acquisition Conference, 2016, 6th edition

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.

Summary of Property Description: The subject property is an 18.7 acre portion of an existing 29.6 acre parcel. The excluded 10.9 acre portion of the existing parcel contains two dwellings with support building buildings. The two portions of the property do not share an integrated highest and best use. The 10.9 acres will be excluded by a lot line adjust. A survey completed June 23, 2020 shows the revised lot line. The resulting 18.7 acre parcel will be the larger parcel and the subject of the appraisal.

Frontage: There are two non-contiguous lengths frontage on the east side of South Park Road. At the northwest corner of the parcel there is 466 feet of frontage and at the southwestern corner there is 263 feet of road frontage. The property is very irregular in shape. The Mill River forms the western and northern boundary.

Topography: The parcel has an elevation of 150 feet along Mill River which is the eastern and northern boundaries. The property rises gently west to South Park Avenue to an elevation of 160 feet. The wetland area of 5 acres or 29% runs parallel to the Mill River along the northern boundary. The wetland area is within the 100-year flood zone. A USDA Soil Survey Map was included with an explanation of each soil type. Also included was an aerial photo and location map.

Soils: The predominate upland soils include:

4.8 acres	Walpole sandy loam. Wetland Soil
1.3 acres	Ninigret fine sandy loam, 0 to 3%
4.3 acres	Agawam fine sandy loam, 0 to 3% slopes
2.2 acres	Hinckley gravelly sandy loam, 3 to 15% slopes
3.9 acres	Canton and Charlton soils, 3 to 8% slopes

Utilities: There is telephone, electric and public water at the street South Park Avenue.

Zoning: Residence RB requires a minimum lot size of 3 acres with minimum frontage of 200 feet. The town planner states the property has the potential for 3 single family resident lots.

Project: Open Space and Watershed Acquisition Program **Case File:** South Park Avenue, Easton, CT
CT DEEP OWSA Grant

Easements: There is a gas line easement that crosses the central portion of the property north to south.

Timber: No marketable timber.

Access: Access from both lengths of frontage on South Park Avenue.

Reconciliation and Final Opinion of Value Analysis

The value conclusion is reasonable and well supported. The report is in compliance with UASFLA and USPAP standards.

Conclusion:

As a result of this technical review of the appraisal of South Park Avenue, Easton, CT, prepared by Christopher Kerin, MAI, & Vincent O'Brien, with a value as of May 28, 2020, the appraisal is deemed reliable for use by the CT DEEP Open Space and Watershed Land Acquisition Grant Program.

Sincerely,

Thomas W. Henry, MAI, AI-GRS

Thomas W. Henry, MAI, AI-GRS

Connecticut General Certification

License #RCG285ssuance 10/01/1989, Expiration 04/30/2021

Digitally signed by Thomas W. Henry, MAI, AI-GRS
Date: 2020.07.08 14:05:12 -04'00'

APPRAISAL REPORT SUMMARY

Appraisal Prepared by:	Christopher Kerin, MAI, & Vincent O'Brien
State Certification	CT Certified General #RCG.0001242 & RCG.0001476
Effective Date of Value	May 28, 2020
Date of Report	June 29, 2020
Estate Appraised:	Fee simple interest
Subject Parcel:	18.7 acres South Park Avenue, Easton, CT
Definition of Market Value:	Correct in compliance
Extraordinary Assumptions:	None
Hypothetical Condition:	That the lot line revision has been completed. The survey is complete.
Larger Parcel:	Determined to be the subject 18.7 acres
Jurisdictional Exception:	The appraisal was in compliance.
Improvements:	Shed in southern western corner in poor condition. Does not contribute to value
Title report	Not Provided by the client
Deeds	Deed description Included
Use History:	Included
10 Year History:	Not sold in over 10 years
Current Contracts	None
Listings, Marketing for Sale:	None
Zoning	Residence RB requiring a minimum lot size of 3 acres with minimum frontage of 200 feet. Primary use is single family dwellings.
Development Limitations:	Terrain and wetlands and Gas line easement
Highest & Best Use	
As is	Three single family residential building lots
As Improved	Not improved
Approaches to Value:	
Income Approach	Net Present Analysis for the sale of three proposed building lots Completed properly
Cost Approach	Not applicable for this assignment
Sales Comparison Approach	Not applicable for this assignment

INCOME CAPITALIZATION APPROACH:

Yield Capitalization method using a discounted cash flow analysis.

Sales Comparison Approach for Determination of the Average Retail Lot Value

The appraiser selected 4 sales of single-family residential building lots. The comparable sales were all located in Easton. The sales ranged from 3 acres to 9.78 acres. All in an RB zone that requires a minimum lot size of 3 acres. The sale occurred from September 2019 to March 2020. The appraiser also discussed new development trends within the town of Ridgefield.

The unit of comparison \$/lot

Quantitative adjustments: Quantitative adjustments were made prior to the qualitative adjustments for property rights, financing, conditions of sale, after purchase expense, market conditions and time.

Qualitative analysis: Qualitative analysis was based on comparison to the comparable sales to each other based percentage adjustments for specific property differences.

The unadjusted and adjusted sale prices are reflected in the summary chart below.

4	09/16/2019	3.00	\$300,000	\$225,000
1	12/31/2019	9.78	\$295,000	\$221,250
Subject	05/28/2020	18.7	\$210,000	\$210,000
2	03/04/2020	3.91	\$195,000	\$195,000
3	11/22/2019	6.22	\$200,000	\$190,000

Analysis and Indication of the average value per lot \$210,000

The sales have similar a highest and best use and have been adjusted appropriately yielding a reliable value conclusion.

A complete sales grid with all sales and adjustments are on page 7.

LOT SALES LAND GRID

LAND SALES GRID									
18.7 acres, South Park Avenue, Easton, CT									
SALE #	TOWN	ADDRESS	SALE DATE	ZONE	ACRES	# of LOTS	PRICE	PRICE/ACRE	PRICE/LOT
1	Easton	33 Adirondack Trail	12/31/2019	RB	9.780	1	\$295,000	\$30,164	\$295,000
2	Easton	17 Tactuck Trail	3/4/2020	RB	3.910	1	\$195,000	\$49,872	\$195,000
3	Easton	21 Tactuck Trail	11/22/2019	RB	6.220	1	\$200,000	\$32,154	\$200,000
4	Easton	1157 Sport Hill Road	9/16/2019	RB	3.000	1	\$300,000	\$100,000	\$300,000
SUBJECT	Willton	Honey Hill Road		RB	18.700	3			
									29% 3 lots
SALES ADJUSTMENT GRID									
SALE #	% ADJ 1	1	% ADJ 2	2	% ADJ 3	3	% ADJ 4	4	
SALE DATE		12/31/2019		3/4/2020		11/22/2019		9/16/2019	
ACRES		9.780		3.910		6.220		3.000	
SALE PRICE		\$295,000		\$195,000		\$200,000		\$300,000	
Misc									
Approvals		\$0		\$0		\$0		\$0	
Improvements/Dwelling	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
PRICE LAND ONLY		\$295,000		\$195,000		\$200,000		\$300,000	
ADJUSTMENTS		\$ ADJ		\$ ADJ		\$ ADJ		\$ ADJ	
PROPERTY RIGHTS	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
FINANCING	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
CONDITIONS of SALE	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
AFTER PURCHASE EXP	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
TIME	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
MARKET CONDITIONS	0.00%	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$0	
Adjusted Sale Price		\$295,000		\$195,000		\$200,000		\$300,000	
LOCATION	-5.00%	(\$14,750)	15.00%	\$29,250	15.00%	\$30,000	10.00%	\$30,000	
CONFIGURATION	-5.00%	(\$14,750)	-5.00%	(\$9,750)	0.00%	\$0	-15.00%	(\$45,000)	
Topography/Wetlands	0.00%	\$0	-5.00%	(\$9,750)	-10.00%	(\$20,000)	-15.00%	(\$30,000)	
FLOOD ZONE	-10.00%	(\$29,500)	-10.00%	(\$19,500)	-10.00%	(\$20,000)	-10.00%	(\$20,000)	
SIZE	-5.00%	(\$14,750)	-5.00%	\$9,750	0.00%	\$0	5.00%	\$15,000	
% total adjustment	-25.000%		0.000%		-5.000%		-25.000%		
END VALUE/LOT		\$221,250		\$195,000		\$190,000		\$225,000	
SALES # VALUE INDICATED									
SALES #	VALUE INDICATED \$/LOT		SALES #	VALUE INDICATED					
1	\$221,250		4	\$225,000					
2	\$195,000		1	\$221,250					
3	\$190,000		2	\$195,000					
4	\$225,000		3	\$190,000					
VALUE CONCLUSION	\$210,000								
									Descending order by indicated value

NET PRESENT VALUE ANALYSIS

The appraiser determined an average lot value of \$210,000. Using an absorption rate analysis determined a sellout of one year with a one lot selling in Quarters 2, 3 and 4. All appropriate expenses were developed and supported. The discount rate was determined to be 15% based on the Korpacz investor surveys. This rate includes the developer profit. All calculations and discounting were confirmed to be correct.

Reconciliation and Final Opinion of Value

The value conclusion is reliable and well supported. The report is in compliance with USPAP and UASFLA standards.

Acquisition Analysis – Recapitulation

Valuation	Acres	Opinion of Value	Value per lot AS IS
Value Conclusions	18.7	\$470,000	\$157,000

Conclusion :

The appraisal is deemed reliable for use by the CT DEEP Open Space and Watershed Land Acquisition Grant Program.

SECTION 2 – APPRAISAL REVIEW PURPOSE AND SCOPE

Effective Date of Review	<p><i>The appraisal review must be conducted in the context of the market conditions as of the effective date of value in the work being reviewed. Information available to the reviewer that could not have been available to the appraiser as of, or subsequent to, the effective date of value of the work being reviewed must not be used by a reviewer in the development of an opinion as to the quality of the work under review.</i></p> <p>The data and information available to the appraiser is evaluated as of the effective date of value, May 28, 2020. The appraisal is evaluated for compliance with USPAP as of the date of the appraisal report, which is June 29, 2020.</p>
Date of Review Report	The date of this technical review report is July 5, 2020
Client	Town of Easton
Intended User(s)	The intended user is the State of Connecticut Department of Energy and Environmental Protection and the client the Town of Easton.
Intended Use	<p>The intended use of this appraisal review is to assist the State of CT and the OWSA Program by providing an opinion of compliance with <i>Uniform Appraisal Standards for Federal Land Acquisitions</i>, <i>Uniform Standards of Professional Appraisal Practice</i>.</p> <p>This review report is not intended or approved for any other use.</p>
Purpose of the Review Assignment	The purpose of this review is to evaluate the appraisal report's compliance with the <i>Uniform Appraisal Standards for Federal Land Acquisitions</i> (UASFLA) ¹ , the <i>Uniform Standards of Professional Appraisal Practice</i> (USPAP) ² and compliance with appraisal instructions issued for this specific assignment.

¹*Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA), updated at the (UASFLA Interagency Land Acquisition Conference in 2016). (The UASFLA 6th addition, was published by the Appraisal Foundation)

²*Uniform Standards of Professional Appraisal Practice* (USPAP) is administered by the Appraisal Standards Board of the Appraisal Foundation, which publishes a biannual edition of the revised standards. The report under review was evaluated based on the current edition of USPAP as of the date of the report. (Date of transmittal of the report to the client.).

Scope of Review	<p>This is a technical review, which has been prepared in conformance with the UASFLA and USPAP SR-3.</p> <p>The appraisal was evaluated based on the qualities identified below and based upon its intended use.</p> <p>A technical review requires the reviewer to render an opinion concerning whether the opinions of value are adequately supported and in compliance with all appropriate standards, laws, and regulations relating to the appraisal of property for federal purposes. It is beyond the scope of this review assignment for the reviewer to form an independent opinion of value.</p> <p>For this assignment, the reviewer may provide an opinion as to the appraisal's compliance with required professional.</p> <p>The scope of the review did NOT include:</p> <ul style="list-style-type: none"> • Verifying factual data or sales data provided in the appraisal. • Providing an independent opinion of value.
Reviewer Inspection:	The review appraiser has conducted a desk review. The subject and the comparable sales were not inspected by the reviewer nor were they independently verified or conducted independent sales research.
Extraordinary Assumptions	That all statements are true and correct and that the appraiser did inspect the property and verify all information.
Hypothetical Conditions	None

SECTION 3 – REVIEWER’S ANALYSIS, COMMENTS, AND CONCLUSIONS

The scope of the review involves developing an opinion to address five qualities in the work under review in the context of the intended use and scope of the appraisal.

Qualities of Work Under Review	Comments
Completeness	<p><i>Is the appraisal comprehensive in content and thorough in development? Does the reporting clearly present the relevant data and analysis in a methodical manner?</i></p> <p>Overall, the appraisal complies with the general specifications required by UASFLA and USPAP.</p>
Accuracy	<p><i>Is the report in conformity with the requirements established by the assignment conditions? Are the math and analysis accurate? Are the approaches to value and methodology employed correct?</i></p> <p>Math was correct, analysis and methodology was appropriate</p>
Adequacy	<p><i>Does the work meet or exceed minimum requirements for its intended use? Are documentation, verification, information and data, support and analysis adequate to meet or exceed requirements given the scope of work for the appraisal?</i></p> <p>Yes</p>
Relevance	<p><i>Are the data and analysis relevant as related to the conclusions and opinions in the appraisal?</i></p> <p>Yes</p>
Reasonableness	<p><i>Does the appraisal meet the test of reasonableness given the intended use of the appraisal?</i></p> <p>Yes The opinions of value are considered reasonable based on the use of comparable sales and compliant with UASFLA.</p>
Conclusion	<p><i>Is the opinion of value considered to be credible and supported given the scope of work and intended use of the appraisal?</i></p> <p>Appraisal reviewers must recognize that technical deficiencies can be found in nearly every appraisal report. Minor non-conformance should not be the cause of disapproval of an appraisal report unless the deficiency affects the reliability of the value estimate, or the opinion of value itself.</p> <p>In this instance, the deficiencies do not affect the reliability of the conclusions made within this report. It is my opinion that the appraisal does meet the requirements of the <i>Uniform Appraisal Standards for Federal Land Acquisitions</i> and the <i>Uniform Standards of Professional Appraisal Practice</i>.</p> <p>THE REVIEWER APPROVES THE APPRAISAL</p>

CERTIFICATION

I certify, that to the best of my knowledge and belief:

1. The facts and data reported by the reviewer and used in the review process are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my own personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review or to the parties involved in this assignment.
5. My engagement on this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation is not contingent on an action or event resulting from the analyses, opinions, and conclusions in this review or from its use.
7. My analysis, opinions, and conclusions were developed, and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. The reported analysis, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this review report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, I, Thomas W. Henry, MAI, AI-GRS have completed the continuing education program for Designated Members of the Appraisal Institute.
11. I have not made a personal inspection of the subject property under review.
12. No one provided significant real property appraisal review, or appraisal consulting assistance to the person signing this certification.
13. I have performed no appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

Thomas W. Henry, MAI, AI-GRS

Thomas W. Henry, MAI, AI-GRS,
Connecticut General Certification
License #RCG285

Issuance 11/01/1989, Expiration 04/30/2021

Digitally signed by Thomas W. Henry, MAI, AI-GRS
Date: 2020.07.08 14:06:07 -04'00'

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal review report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, described and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations, and restrictions have been complied with, unless a nonconformity has been identified, described and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal review report has been made with the following general limiting conditions:

1. Any allocation of the value opinion in this report, between land and the improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The reviewer, by reason of this review, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this review report (especially any conclusions as to value, the identity of the reviewer, or the firm with which the reviewer is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the reviewer. The reviewer has no knowledge of the existence of such materials on or in the property. The reviewer, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde for insulation, and other potentially hazardous materials may affect the value of the property. The value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
6. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The reviewer has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

MARKET VALUE DEFINITION

MARKET VALUE

This definition of Market Value can be found 1.2.4, UASFLA (Interagency Land Acquisition Conference, 2016)

“Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.”

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Exposure Time: Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Extraordinary Assumption: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

ADDENDA

Appraiser Qualifications

QUALIFICATIONS OF THOMAS W. HENRY, MAI, AI-GRS
REAL ESTATE APPRAISER SINCE 1975
Updated as of June 5, 2020

EDUCATION

- Bachelor of Science in Agricultural Economics and Managerial Finance, 1975
University of Connecticut, Storrs, Connecticut.

PROFESSIONAL CREDENTIALS

- MAI (Member Appraisal Institute) Designation, December 1992, #9769
- AI-GRS (Appraisal Institute-General Review Specialist) Designation, June 26, 2014.
- AI Designation Continuing Education Certified to December 31, 2022
- Connecticut Certified General Appraiser RCG.285, expiration date April 30, 2021.
- South Carolina Certified General Real Estate Appraiser #7287, expiration date June 30, 2022.
- Registered National Certification for Federally Insured Institutions.

EMPLOYMENT HISTORY

- TWHenry Appraisal Owner January 2018 to present
- T.W. Henry Real Estate Appraisals LLC January 2015 CEO to December 2017.
- Established T.W. Henry Real Estate Appraisals LLC April 1994 Managing Partner to December 2014.
- Senior Commercial Appraiser, George J. O'Connell Real Estate Appraisals from 1989 to April 1994.
- Senior Bank Appraiser, Farm Credit Banks of Springfield, 1982-1988, Agawam, Massachusetts.

EXPERIENCE

Appraising since May of 1975 with my first farm property in Massachusetts. First involved with the valuation of conservation easements in 1977, when assisting in the establishment of land values subject to an agricultural easement, associated with the purchase of development rights in Suffolk County, Long Island, NY. Evaluated appraisals of agricultural properties for loan portfolios nationally in the 1980's during the farm crises.

An independent fee appraiser since 1989. During the 1990's appraised commercial properties for lending institutions and FDIC for loan workouts related to the banking crisis. From 2000 to the present have specialized in land valuation. Preparing appraisals for the valuation of conservation easements and land subject to conservation easements for federal and state agencies, land trusts, municipalities, and individual landowners.

National reviewer of conservation easement appraisals for the United States Department of Agriculture Natural Resources Conservation Service, Farm and Ranch Lands Protection Program (FRPP), Wetlands Reserves Program (WRP), and Grassland Reserve Program (GRP), United State Forest Service. Legacy Program.

National reviewer of appraisals for agricultural financing for FarmerMac, a national purchaser of farmland based mortgages and Bank of the West agricultural division.

Developed the agricultural use values for the Connecticut's Agriculture and Open Space Assessment Program known as PA 490 in 1995, 2000, 2010 and 2015.

COURT EXPERIENCE

Testified in Federal Bankruptcy Court, Federal Court, Connecticut Superior Courts in Hartford County, Hartford-New Britain, Rockville, Middlesex, Litchfield, and New London since 1989.

Qualifications for Appraisal of Conservation Lands and Easements.

Thomas W. Henry is a designated MAI by the Appraisal Institute (1992) and is a Certified General Appraiser for the states of Connecticut (1989), Massachusetts (1994) and Rhode Island (1994). Mr. Henry has been involved with the valuation of conservation easements since 1977, when he assisted in the establishment of land values subject to an agricultural easement associated with the purchase of development rights in Suffolk County, Long Island, NY. From that time until 1989, Mr. Henry had been involved with the appraisal of agricultural land as an appraiser for the Springfield District (New York, New England and New Jersey) of the Federal Land Bank. From 1982 to 1988, Mr. Henry supervised appraisers in the Federal Land Bank District 1 and was the Senior Bank Appraiser for three years. As part of his responsibilities, he annually prepared and presented three training sessions which included the appraisal of conservation easements, and land subject to conservation easements.

From 1989 to present, Mr. Henry has been an independent fee appraiser specializing in land valuation. Within that period, he has prepared appraisals for the valuation of conservation easements and land subject to conservation easements for the following clients: United States Forest Service, USDA National Resources Conservation Service, USDA Farm Service Agency, United States Fish and Wildlife Service, State of Connecticut Environmental Protection, Connecticut Department of Agriculture, and Connecticut Department of Transportation, State of Rhode Island Department of Environmental Management, State of Massachusetts Department of Agriculture, The Nature Conservancy, The Trust for Public Land, Connecticut Farmland Trust and various local land trusts and private land owners.

In addition to preparing and teaching a number of land appraisal courses, Mr. Henry attended the January 14, 2004 – 16 hour Uniform Standards of Federal Land Acquisition Course (Yellow Book); October 21, 1996 – 3 hour Easement Valuation; October 28, 2004 – 7 hour, The Road Less Traveled, Appraisal of Unique Properties; October 17, 1997 – 7 hour Eminent Domain and Condemnation Appraising; April 5, 1994 – 14 hour Forest Legacy Program and Federal Acquisition Standards (Yellow Book); and attends annually the 7 hour USPAP Update course. He has a Certificate of Completion for attending the 31-hour course plus passing the 2-hour exam for “Valuation of Conservation Easements” prepared and presented by the Appraisal Institute, American Farm Managers and Rural Appraisers, and the American Society of Appraisers, December 7, 2007. He attended the 7 hour “Appraising the Appraisal”, an appraisal review seminar June 29, 2012 presented by the Appraisal Institute; and attended the 2 hour “Improving the Appraiser Feedback from Clients and Reviewers”, addressing appraisal review techniques, October 18, 2012 presented by the Connecticut Chapter of the Appraisal Institute.

Mr. Henry is a national reviewer of conservation easement appraisals for the USDA/NRCS Agricultural Conservation Easement Program (ACEP), Agricultural Land Easement Component (ALE). Mr. Henry is a national reviewer for FarmerMac a secondary market for farm loans and Bank of the West Agricultural Division and United State Forest Service. Legacy Program.

Mr. Henry assisted the Connecticut Department of Energy and Environmental Land Acquisition in developing the Uniform Appraisal Standards of Federal Land Acquisition (Yellow Book) as the standard for all appraisals prepared for that agency.

Mr. Henry assisted the Connecticut Department of Agricultural Farmland Preservation Program in developing the review expertise for Uniform Appraisal Standards of Federal Land Acquisition (Yellow Book) and NRCS Supplemental Standards.

Mr. Henry has determined the agricultural use values for the Connecticut's Agriculture and Open Space Assessment Program known as PA 490 in 1995, 2000, 2010 and 2015.

**Project: Open Space and Watershed Acquisition Program Case File: South Park Avenue, Easton, CT
CT DEEP OWSA Grant**

Agricultural and conservation easement appraisal.

From May of 1975 to December 1982, Mr. Henry exclusively appraised farms of every type in Connecticut, Massachusetts and eastern New York. From December 1982 to January 1989 he supervised the appraisal process for the Farm Credit Banks in New England, New Jersey and New York. Responsibilities included appraisal review for lending purposes, supervising and training over 300 hundred appraisers and appraising all types of farms and agricultural production facilities.

From January 1989 through most of the nineties Mr. Henry appraised mostly commercial properties which involved a significant amount of litigation. Beginning in 1995, he began doing Yellow Book appraisal for the Forest Legacy program for the US Forest service. Since January 2000 he has been appraising all types of land for conservation and for conservation easements. As of July 31, 2019, the appraisals included 444 land appraisals between 50 and 200 acres, 57 appraisals between 201 and 500 acres, and 16 appraisals between 500 and 4,000 acres. Since he started keeping records in 1989, Mr. Henry has completed 2,590 appraisals. From 2010 through 2019, 377 reviews of farms open-space properties, most with proposed conservation easements have been completed. Clients include Federal and state agencies, Municipalities, Land trusts and individuals.

Related Appraisal Courses

Date	Review Courses	Hours
1/22/1985	Federal Land Bank Chief Appraiser Review and Conservation Easement Conference	20
2/25/1993	Review and the appraisal process CT Appraisal Institute	3
9/1/2001	Experience Review Training for Appraisal Institute	5
3/30/2001	Standards of Professional Practice 15 hours	1
9/24/2003	7-Hour National USPAP Update	1
12/14/2005	Business Practices and Ethics 7 hours	1
2/24/2005	Experience Review Training for Appraisal Institute	5
11/03/2005	7-Hour National USPAP Update	1
10/1/2007	Experience Review Training for Appraisal Institute	5
02/14/2008	7-Hour National USPAP Update Course 7 hours	1
1/12/2011	NRCS Easement Appraisal Training	6
10/18/2012	Improving The Appraiser Feedback between Clients and Reviewers	2
12/19/2011	7-Hour National USPAP Update 7 hours	1
6/29/2012	Appraising The Appraiser: Appraisal Review	7
4/26/2012	Pennsylvania NRCS Appraisal Workshop, Farm and Ranch Lands Protection program (FRPP). FRPP Appraisal Issues	6
6/9/2014	Review Theory	18
9/22/2016	Appraisal Review for Commercial Appraisers	7
	Easement and Conservation Courses	
4/5/1994	Forest Legacy Program and Federal Acquisition Standards	14
10/17/1997	Eminent Domain and Condemnation Appraising	7
10/21/1996	Easement Valuation	3
1/14/2004	Uniform Standards of Federal Land Acquisition Course	16
10/28/2004	The Road Less Traveled, Appraisal of Unique Properties	16
12/7/2007	Valuation of Conservation Easements	7
9/23/2016	Land and Site Valuation	31
8/18/2017	Uniform Standards of Federal Land Acquisitions: Practical Applications	7
5/08/2019	Rural Valuation Basics	15
2/07/2020	Uniform Standards of Federal Land Acquisitions:	7
		14