

CITY COUNCIL AGENDA

February 24, 2025

City Council Chambers

Pledge of Allegiance

3rd Floor City Hall

Roll Call – Council Clerk

7:00 p.m. PUBLIC SESSION

*Public Comment Procedures

- There will be a five (5) minutes per person Public speaking allowed until such time as the Chair is satisfied that ample opportunity for all wishing to address the Council has been provided or until continuance of the session would compromise the responsible conduct of the Regular Council Meeting.
- There is a one-time speaking rule.
- Please wait to be recognized, approach the podium, and give your name and address.
- Please address the Council with your concern.
- Speakers, meeting attendees, and members are expected to observe proper decorum at all times.
- The use of profane, abusive, or disparaging language directed at the members of the City Council, City Officials, City employee, or members of the general public will not be tolerated.

7:05 p.m. REGULAR COUNCIL MEETING

I. APPROVAL OF MINUTES:

Approval of minutes of regular Meeting from February 10, 2025.

II. COMMUNICATIONS:

Communication A: from the Tax Collector regarding overpayments of refunds for February 2025.

Communication B: from Cathy Conniff, Assistant Planner, requesting authorization under section 57.3 of the Zoning Regulations allowing the Planning and Zoning Commission to review and act on application made by the owner of the 509 Campbell Avenue to replace the exterior lighting to be constructed in a public right-of-way.

Communication C: from Stephen Fontana, Director of Economic Development, regarding approval of the purchase and sale agreement with Ideal Group LLC for the sale of city owned property located at 561 Main Street (Stiles School).

III. COMMITTEE MEETINGS:

PUBLIC LANDS COMMITTEE, Councilman Donovan, Chairman -Committee members: Councilman Laucks, Councilwoman Callahan, Councilman Vargo and Councilman Johnstone

Communication B: from Cathy Conniff, Assistant Planner, requesting authorization under section 57.3 of the Zoning Regulations allowing the Planning and Zoning Commission to review and act on application made by the owner of the 509 Campbell Avenue to replace the exterior lighting to be constructed in a public right-of-way.

RECEIVED
TOWN AND CITY CLERK
OF WEST HAVEN.
2025 FEB 21 AM 11:57
TOWN AND CITY CLERK

Communication C: from Stephen Fontana, Director of Economic Development, regarding approval of the purchase and sale agreement with Ideal Group LLC for the sale of city owned property located at 561 Main Street (Stiles School).

Communication C, from the January 27, 2025 agenda from Mayor Dorinda Borer regarding a request to refer the proposal from Ideal Group, LLC (“Ideal”) for the redevelopment of Stiles School to the West Haven Planning and Zoning Commission.

IV: UNFINISHED BUSINESS

V. COMMITTEE REPORTS

Clerk to read Communication A into record. Tax Refunds.

PUBLIC LANDS COMMITTEE, Councilman Donovan, Chairman -Committee members: Councilman Laucks, Councilwoman Callahan, Councilman Vargo and Councilman Johnstone

Communication B: from Cathy Conniff, Assistant Planner, requesting authorization under section 57.3 of the Zoning Regulations allowing the Planning and Zoning Commission to review and act on application made by the owner of the 509 Campbell Avenue to replace the exterior lighting to be constructed in a public right-of-way.

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VI. COUNCIL LIAISON REPORTS

VII. NEW BUSINESS

VIII. ADJOURNMENT

Nicholas Pascale
Chairman of the Council

Stacy Riccio
Clerk of the Council

Carlotta M. Serrini
City Council Administrator

Minutes of the February 10, 2025 Regular Meeting of the West Haven City Council in the Council Chambers 3rd floor, West Haven City Hall

The Regular Meeting of the West Haven City Council was held on Monday, February 10, 2025 at 7:00p.m. in the City Council Chambers 3rd floor. Chairman Pascale called the meeting to order at 7:04 p.m.

Pledge of Allegiance

Roll Call: Council Members Present: Nicholas Pascale, Edward McMillian, Gary Donovan, Christopher Vargo, Jr., Dawn Callahan, Sarah Ackbarali, Kathleen Mueller, Brian Laucks, Katherine Tucker, and Anne Heffernan, Meli Garthwait and Steven Johnstone. Absent: Ruby Melton. Also present: Mayor Dorinda Borer, Michael Gormany, Finance Director, Rick Fontana.

7:05 p.m. to 7:22 p.m. Seahawks Presentation of Proclamation for a Successful Season-

Cebi Waterfield, Chairwoman of West Haven Board of Education, thanked the City of West Haven for the proclamation which was presented to each cheerleader by Mayor Borer. The girls performed a cheer. **See City's website for remarks.**

Recess from 7:22 p.m. to 7:27 p.m.

7:27 p.m. to 7:30 p.m. Public Session

See City's website for remarks.

Chairman Pascale called the Regular Meeting to order at 7:31 p.m.



I. APPROVAL OF MINUTES:

Councilman Vargo made a **MOTION to APPROVE** the Regular Meeting minutes from the January 27, 2025, meeting, which was **SECONDED** by Councilwoman Ackbarali. Councilman Johnstone and Councilwoman Garthwait abstained. All in favor. **MOTION passed UNANIMOUSLY.**

II. COMMUNICATIONS:

Communication A: from the Tax Collector regarding Overpayment of refunds for February 2025.

Communication B: from Chief Joseph Perno regarding Animal Shelter donations.

Communication C: from Mayor Dorinda Borer regarding waiver of permit fees for the Cystic Fibrosis Foundation Walk-a-thon being held on May 10th.

III. COMMITTEE MEETINGS:

Council-as-a-Whole-7:32 p.m. to 8:38 p.m.

1. **Rick Fontana, Director of Emergency Management-updates.** Director Rick Fontana (343 Beach Street, # 303) has established a Community Risk Reduction Task Force, with Public Safety at the top of the list. He spoke about the quality of life for West Haven residents and about the Emergency Operation Plan. He is presently submitting grants dating back to 2021 to present. Defibrillators, Narcan kits, employee safety

enhancements, citywide security cameras, beach parking lot safety gates, flood gates, and anti-icing agents were all discussed before answering questions from the City Council. Mayor Borer thanked Director Fontana for his presentation. **See City's website for remarks.**

MARB Update-Mayor Borer stated that the next subcommittee meeting was on /February 11th. They have not met since last May although the City of West Haven has met the criteria to get out of MARB oversight and updated legislation has been added. Next full MARB Board meeting is scheduled for March 27th. She added that the security assessment of the doors at Carrigan School was done. She also stated that she is excited about the results of the draft audit and that the fund balance is better than expected. **See City's website for remarks.**

Ken Carney was not available to provide ARPA updates.

Finance Committee called to order at 8:38 p.m.

FINANCE COMMITTEE, Councilwoman Ackbarali, Chairwoman-Committee members: Councilman Vargo, Councilman Laucks, Councilwoman Tucker, Councilman Johnstone

FINANCE UPDATES

2. Michael Gormany, Finance Director provided year-to date updates for December 2024.

Councilman Johnstone presented a **MOTION** to recommend the approval to the entire Council regarding **Communication B** from Chief Joseph Perno regarding Animal Shelter donations which was **SECONDED** by Councilman Vargo. All in favor. **MOTION passed UNANIMOUSLY viva voce.**

Councilman Johnstone presented a **MOTION** to recommend the approval to the entire Council regarding **Communication C** from Mayor Dorinda Borer regarding waiver of permit fees for the Cystic Fibrosis Foundation Walk-a-thon being held on May 10th which was **SECONDED** by Councilman Vargo. All in favor. **MOTION passed UNANIMOUSLY viva voce.**

Finance Committee closed at 9:06 p.m.

Public Lands Committee called to order at 9:06 p.m.

PUBLIC LANDS COMMITTEE, Councilman Donovan, Chairman -Committee members: Councilman Laucks, Councilwoman Callahan, Councilman Vargo and Councilman Johnstone

Communication C: from Mayor Dorinda Borer regarding a request to refer the proposal from Ideal Group, LLC ("Ideal"), for the redevelopment of Stiles School, to the West Haven Planning and Zoning Commission. **HELD.**

Public Lands Committee closed at 9:07 p.m.

IV: UNFINISHED BUSINESS:

None.

V. COMMITTEE REPORTS-9:07 p.m.

Clerk to read Communication A into record

FINANCE COMMITTEE, Councilwoman Ackbarali, Chairwoman-Committee members; Councilman Vargo, Councilman Laucks, Councilwoman Tucker, Councilman Johnstone

Communication B: from Chief Joseph Perno regarding Animal Shelter donations. Councilwoman Ackbarali made a **MOTION to APPROVE** which was which was **SECONDED** by Councilwomen Heffernan and Garthwait. All in favor. **MOTION passed UNANIMOUSLY.**

RESOLVED: The City Council of the City of West Haven hereby approves the Animal Shelter Donations totaling \$ 1,800.00 to be deposited into the Animal Shelter Donations account # 10100000-28285.

<u>Name</u>	<u>Check Number</u>	<u>Amount</u>
1. Kathryn Hanley-Gregory	458	\$ 100.00
2. Sharon Ann Molster	168	\$ 200.00
3. Ray Sirry	2406	\$ 50.00
4. Robert J Percopo Jr	1057	\$ 100.00
5. Prospect Beach Fish & Game Club	141	\$ 250.00
6. William Spargo 04/16	1510	\$ 100.00
7. Hughson-Miller Post	2106	\$ 1,000.00

Communication C: from Mayor Dorinda Borer regarding waiver of permit fees for the Cystic Fibrosis Foundation Walk-a-thon being held on May 10th. Councilwoman Ackbarali made a **MOTION to APPROVE** which was which was **SECONDED** by Councilman Donovan. All in favor. **MOTION passed UNANIMOUSLY.**

RESOLVED: The City Council of the City of West Haven hereby approves the request from Mayor Dorinda Borer regarding waiver of permit fees for the Cystic Fibrosis Foundation Walk-a-thon being held on May 10th.

PUBLIC LANDS COMMITTEE, Councilman Donovan, Chairman -Committee members: Councilman Laucks, Councilwoman Callahan, Councilman Vargo and Councilman Johnstone

Communication C: from Mayor Dorinda Borer regarding a request to refer the proposal from Ideal Group, LLC ("Ideal") for the redevelopment of Stiles School to the West Haven Planning and Zoning Commission. **HELD.**

VI. COUNCIL LIAISON REPORTS

Councilman Johnstone reported that 2 West Haven Police Officers were shot while on duty and are now home, expecting to make a full recovery. Councilman Vargo reported that the Fair Rent Commission is drafting an ordinance on processes and procedures, to be completed in 30-45 days. Councilman McMillian said the Board of Education has begun a new text messaging system. Councilwoman Garthwait announced a bottle sort at the West Haven Animal Shelter on February 15th from 9-12. Residents in need of help with surrendering pets can use "Wendy's Wish", they also help with veterinary care. **See remarks on City's website.**

VII. NEW BUSINESS

Councilwoman Garthwait shared the k9.hometownfoundation.org website for people to vote for West Haven K9 officers to win a \$ 5,000.00 grant. Councilman Vargo announced that the Church Steeple Rededication Ceremony will be held on February 16th at 10:30 a.m. Mayor Borer reminded everyone of a Valentine's Day dinner on February 14th for seniors married over 50 years at the Church on the Green. She expects the Debonair to be closed on February 11th. On February 26th in the Harriet North Room in City Hall in celebrating Black History Month, a special reception honoring Levi Jordan and Caroll Brown will take place. The WHHS Chorus will sing. Lunch and a student award ceremony will be held then also. **See remarks on City's website.**

VIII. ADJOURNMENT

Councilwoman Laucks made a **MOTION to ADJOURN** which was **SECONDED** by Councilwoman Ackbarali. All in favor. **MOTION passed UNANIMOUSLY.**

The City Council meeting was ADJOURNED at 9:22 p.m.

Nicholas Pascale
Chairman of the Council

Stacy Riccio
Clerk of the Council

Carlotta M. Serrini
City Council Administrator

****These minutes are subject to City Council approval.**

Department of Revenue Collection

City of West Haven
355 Main Street
West Haven, Connecticut 06516



Dorinda Borer
Mayor

Eric Murillo
Tax Collector

To: Nicholas Pascale
Chairman, City Council

From: Eric Murillo
Tax Collector

Rachel A-Massih
Tax Manager

Re: Overpayment of Taxes – Tax Refunds

Attached is a list(s) of refunds, for February 2025, which require council approval.
Any additional information can be supplied upon request.

Thank you.

West Haven Tax Office
RAM/TL

[illegible]



CITY OF WEST HAVEN, CONNECTICUT Planning and Zoning Department

City Hall | 355 Main Street | First Floor West Haven, Connecticut 06516-0312
Phone 203.937.3580 Fax 203.937.3742



Dear Chairman Nicholas Pascale and Council Members

I hope this letter finds you well. I am writing to request that my item be placed on the agenda for an upcoming City council meeting. It concerns the Altschuler Building and the necessary permissions related to an important project that has the potential to enhance our community.

As you may be aware, the owner of the Altschuler Building has been awarded ARPA (American Rescue Plan Act) funding specifically designated for the replacement of their lighting systems, this initiative not only aims to improve energy efficiency but also to enhance the aesthetic appeal of our public spaces.

Pursuant to the West Haven Zoning regulations, article 4-City wide standards section 57.3, the owner requires permission from the City Council to utilize the air rights above the City sidewalks. This step is crucial for the successful implementation of the lighting upgrades, and it is essential that we address this matter promptly to ensure the project moves forward without unnecessary delays.

I believe this project aligns with our community's goals of modernization and sustainability, and I am eager to discuss it further with you and the council. I kindly ask you to consider placing this item on the agenda for your next meeting.

Thank you for your attention to this matter. I look forward to your positive response and am available at your convenience for any further discussions.

Sincerely,


Catherine Conniff
Assistant Planner

Attached please find a copy of page 50-4 of West Haven's Zoning Regulations, which contains Section 57.3 (Projection into Public Right-of-Way). This Section requires that the City Council approve of any projection or construction into, over, or above the public-right-of-way before the Planning & Zoning Commission may consider it.

Please let me or Kathleen know if you need anything else pertaining to the City Council's intended communication to the Public Lands Committee regarding Mr. Altschuler's application to place lighting on the side of his building at the corner of Campbell Avenue and Main Street in such a way that the lighting will extend over the public right-of-way. Thanks.

Steve

Stephen Fontana, CECd
Director of Economic Development
City of West Haven, CT
355 Main Street, 3rd Floor
West Haven, CT 06516
203-937-3761 (office)
203-667-7116 (cell)

- days in any calendar year, the projects of which are for the sole benefit of such organization, or for civic, religious or philanthropic purposes.
- 55.2 **Tag Sales.** Tag sales or garage sales shall be **permitted** by administrative action by the Commissioner of Planning and Development for a period **not to exceed three (3) days** provided that such sales are conducted for not more than a total of five (5) days in any calendar year. In the review of any application for such sales, the Commissioner shall consider the **impact on street traffic** and provisions for **parking of vehicles**.
56. **HANDICAPPED ACCOMMODATION**
- 56.1 **Administrative Review and Approval.** The Commissioner of Planning and Development may administratively approve any facility accommodation, such as, but not limited to, handicap access ramps or parking within a required front or side yard.
57. **SPECIAL CIRCUMSTANCE STANDARDS**
- 57.1 **Building Height Limit Exemptions.** The **building height** limits of these regulations shall not apply to the erection of church spires, belltowers, or other **structures** designed exclusively for ornamental purposes, or to flagstaves, chimneys, flues, water tanks, standpipes, penthouses, bulkheads, stage towers or scenery lofts, provided same does not extend more than fifty percent (50%) above the allowable **structure** height. The erection of a parapet, wall, or cornice may be permitted to extend three (3) feet above the **building height** limit set by these regulations.
- 57.2 **Lot Adjacent to Railroad Right-Of-Way.** In all commercial and manufacturing districts, along such portion of a **rear lot line** contiguous with a railroad right-of-way, no **rear yard** shall be required; along such portion of a **side lot line** contiguous with a railroad right-of-way, no **side yard** shall be required.
- 57.3 **Projection into Public Right-Of-Way.** No application shall be reviewed by the Commission or the Commissioner of Planning and Development that requests any projection or construction into the public right-of-way (**street** or **sidewalk**, except for construction of utilities, **sidewalks**, **curbs** or other public improvements, without prior approval of such projection or construction by the City Council of the City of West Haven.
- 57.4 **Grade Separations.** No grade separation of over two (2) feet shall be permitted unless adequately protected in accordance with requirements set forth by the City Engineer.



City of West Haven Storefront Façade Grant Program Application

Please read the entirety of our program guidelines BEFORE filling out this application. Applications that are incomplete or submitted after **July 15th, 2024 at 11:59pm** will be ineligible for funding. Applications should be emailed to Businessgrants@westhaven-ct.gov

GENERAL INFORMATION

- City of West Haven*
1. Name of Project/Program: Facade Grant Program
 2. Organization/Business Name: ALTSCHULER BUILDING, LLC
 3. Address: 509 Campbell Avenue West Haven, CT 06516
 4. Primary Contact Person: RICHARD ALTSCHULER
 5. Title: PARTNER-MEMBER Phone #: 203-932-6464
 6. E-mail Address: ricky@altschulerlawoffices.com
 7. Federal Tax Identification: 06-1098853
 8. UEI Number: YGL1WML45EM7

If you do not have a UEI number yet, please submit proof of SAM.gov registration submission. For information on entity registration please visit www.sam.gov

PROJECT INFORMATION

Category I: Façade Improvements

- ☐ Storefront/exterior improvements to façade
- ☐ Doors
- ☐ Awnings
- ☐ Painting
- ☐ Signage attached to façade
- ☐ Siding, brick appointing



☒ Exterior lighting attached to facade

Category 2: COVID-19 Mitigation Improvements

☐ New windows

☐ HVAC

☐ Outdoor dining and patio space

4. Project Current Zoning Center business District

4. Anticipated Start Date 8-1-2024

5. Anticipated End Date 8-16-2024

6. Total Cost of Improvements \$ 10,300

7. Grant Funds Requested \$ 10,000

CONTINGENCY PLAN:

1. If your grant request is not fully funded, what adjustments are you prepared to make?

USE PERSONAL MONIES FROM ALTSCHULER BUILDING, LLC, BUT MAYBE NOT DO PROJECT

FISCAL CONTROLS:

DEPENDENT ON SIZE OF GAP BETWEEN FUNDING AND LOWEST BID

1. Briefly describe your organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste and mismanagement.

MEMBER OF ALTSCHULER BUILDING, LLC, RICHARD ALTSCHULER WILL ACT AS A "CONSTRUCTION MANAGER TO PROVIDE FISCAL OVERSIGHT"

2. How does your organization plan to segregate ARPA funds from other agency funds for the purpose of identification, tracking, reporting, and audit?

A SEPERATE BANK ACCOUNT DENOTED AS ALTSCHULER BUILDING, LLC, TRUSTEE ACCOUNT FOR CITY OF WEST HAVEN STORE FRONT FACADE GRANT PROGRAM MONIES



ADDITIONAL DOCUMENTS:

- ☐ Current Tax Assessor card
- ☐ Proof of property ownership or lease as applicable
- ☐ Design/rendering of project
- ☐ Connecticut Department of Revenue Services status letter
- ☐ Copy of West Haven Business Trade Name Certificate only if DBA (filed with City Clerk)
- ☐ Photograph(s) of existing condition and any historical photos of property
- ☐ Proposed project budget (If improvement is part of a more extensive remodeling project, only the façade costs must be itemized)
- ☐ Detailed cost estimate (minimum of 2 quotes) for façade work
- ☐ Signed and notarized ethics form
- ☐ UEI Registration
- ☐ W9
- ☐ Certificate of Insurance

CERTIFICATIONS:

1. The Applicant certifies that all information and documentation contained in this application, is accurate, complete and true to the best of its knowledge.
2. The Applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impacts include lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
3. The Applicant is not in default under the terms and conditions of any grant, loan, leases or other financing arrangements with its other creditors that could have an adverse material impact on the project.
4. The Applicant must disclose, and continue to disclose, any occurrence or event that could have an adverse material impact on the project.



5. The Applicant has read and understands the conditions contained herein, the Façade Improvement Program Grant Guidelines, and the Façade Improvement Program Grant Agreement.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to the City may constitute public records subject to disclosure under Connecticut State Law.
2. If the Applicant's application is approved for funding by the City, the Applicant will be required to execute the Façade Improvement Program Grant Agreement and successfully complete the project prior to receiving any funds.
3. Submitting false or misleading information, in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

Signature: _____

Date: _____

Applicant or Authorized Representative Printed

Name: RICHARD ALTSCHULER

Business/Organization

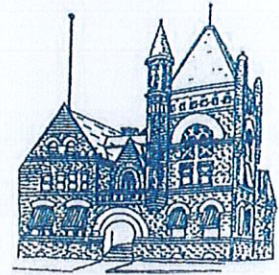
Name: ALTSCHULER BUILDING, LLC



Dorinda Borer
Mayor

City of West Haven

Department of Economic Development
355 Main Street
West Haven, Connecticut 06516



City Hall
1896-1968

February 18, 2025

Mr. Nicholas Pascale
Chairman, West Haven City Council
355 Main Street
West Haven, CT 06516

Re: Stiles School Redevelopment

Dear Chairman Pascale:

I wish to reference Communication "C" of the City Council's agenda from its January 27, 2025 regular meeting. Therein, Mayor Dorinda Borer requested that a redevelopment plan for Stiles School submitted by Ideal Group, LLC be referred to the Planning & Zoning Commission for its consideration under General Statutes Section 8-24.

As I understand it, the Planning & Zoning Commission has reported back favorably on that plan.

Therefore, attached for the City Council's consideration is an agreement for the sale of Stiles School to Ideal Group, LLC, along with a summary of its main points.

I respectfully request that you kindly schedule this matter for a public hearing for the sale of City property.

Thank you.

Sincerely,

Stephen Fontana
Director of Economic Development

Att.

Cc: Mayor Dorinda Borer
Paul J. Dorsi, Corporation Counsel

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the _____ day of March 2025, by and between **THE CITY OF WEST HAVEN**, with a mailing address of 355 Main Street, West Haven, CT 06516 ("Seller"), and **IDEAL GROUP, LLC**, with a mailing address of 287 Greenwich Avenue, Stamford, CT 06902 ("Purchaser").

RECITALS:

A. Seller is the fee simple owner of that certain real and personal property known as the Edgar C. Stiles School (the "Stiles School") located at **561 Main Street, West Haven, Connecticut**. The property description is attached hereto as Schedule A.

B Subject to the terms, provisions, and conditions of this Agreement, Purchaser is willing to acquire, and Seller is willing to sell, the Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Agreement to Purchase and Sell.

Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to acquire from Seller, subject to the terms, provisions, and conditions of this Agreement, the land, together with (i) all buildings and other improvements situated thereon and commonly known as 561 Main Street, West Haven, CT, and (ii) all easements and other estates and rights of Seller pertaining to such land and buildings (the above being hereinafter collectively referred to as the "Property").

2. Purchase Price; Deposits.

Purchaser agrees to pay a purchase price of **Four Hundred Twenty-Three Thousand Dollars and No Cents (\$423,000.00)** (the "Purchase Price") for the Property. The Purchase Price, plus or minus pro-rations, credits, and adjustments, shall be payable as follows: (i) an initial deposit of Forty Two Thousand Three Hundred Dollars and No Cents (\$42,300.00) shall be deposited by Purchaser in escrow with The City of West Haven Corporation Counsel's Office (the "Escrow Agent") upon the full execution and delivery of this Agreement, (ii) an additional deposit of Forty Two Thousand Three Hundred Dollars and No Cents (\$42,300.00) shall be deposited with Escrow Agent within fifteen (15) days from the full execution and delivery of this Agreement (collectively, the "Deposit"), and (iii) the balance of the Purchase Price shall be payable at the Closing. Except as otherwise provided herein, the Deposit shall be credited to Purchaser at the Closing.

In addition to the Purchase Price, Purchaser or its successor in interest agrees that, if Purchaser wishes to expand The Project, as referred to in paragraph 4, of converting the Stiles School into thirty (30) residential units beyond the original thirty (30) residential units, Purchaser agrees to pay Seller as additional compensation the sum of Fourteen Thousand One Hundred Dollars and No Cents (\$14,100.00), plus an additional three percent (3%) per year beyond 2025,

for each additional unit approved for The Project. The term of this clause will be for fifty (50) years and will be noted in the Warranty Deed.

3. Closing Date.

The transaction shall be closed (the "Closing") on or about **May 30, 2025, or sooner by agreement of the parties.**

4. "As-Is" Condition / Permits and Approvals.

The property is being sold "AS IS." The Parties agree that, except for Seller's representations and warranties set forth in this Agreement, Seller is selling the property in "As Is" condition. Purchaser acknowledges and agrees that it accepts the property "As Is" without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of Seller. Any inspection of the Premises by Purchaser will be for Purchaser's information only, and for no other purpose.

Within ten (10) days of the date hereof, Seller shall deliver to Purchaser copies of any existing site plans, surveys, or environmental reports pertaining to the Premises and any other reports currently in Seller's possession and control (the "Seller's Documents").

Purchaser hereby agrees to hold Seller harmless and indemnified against any loss, cost, liability, or expense arising in connection with Purchaser's inspection of the Premises under this paragraph, and agrees to repair any damage to the Premises caused in connection therewith.

As condition precedent to this Agreement, Purchaser shall obtain all necessary Planning and Zoning approvals to convert the existing Stiles School into a thirty (30)-unit residential development ("The Project"). Purchaser shall have ninety (90) days from the signing of this Agreement to obtain all necessary permits and approvals. Purchaser shall use all commercially reasonable efforts to obtain said permits and approvals as soon as possible after executing this Agreement.

5. Title.

(a) Purchaser shall, at Purchaser's expense, obtain a title commitment (the "Commitment") for an Owner's Title Insurance Policy issued by a title insurance company satisfactory to Purchaser in the amount of the Purchase Price, covering title to the Property. Purchaser shall provide written notice to Seller prior to the expiration of the Due Diligence Period of any matters shown by the Commitment which are not satisfactory to Purchaser, which notice must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove the basis for Purchaser's disapproval. The parties shall then have ten (10) days after the date of such notice to make such arrangements or take such steps as they shall mutually agree to satisfy Purchaser's objection(s). If the parties fail to agree on the necessary steps, Purchaser shall have a right to terminate this Agreement during the ten (10) day period following the expiration of the

aforesaid ten (10) day period. If Purchaser exercises such right, Escrow Agent shall thereupon promptly return the Deposit to Purchaser.

(b) Notwithstanding anything to the contrary herein, if the Commitment shall disclose interests, encumbrances, or liens of definite or ascertainable amounts which may be removed by the payment of money, Seller shall clear such item(s) (i) prior to the Closing Date, by using its own funds, or (ii) on the Closing Date, by using the Purchase Price payable to Seller by Purchaser.

6. **Fire or Other Casualty.** If, prior to the Closing Date, all or any portion of the Property shall be destroyed or damaged by fire or other casualty, Seller shall give to Purchaser written notice thereof. Purchaser shall have the option to terminate this Agreement within thirty (30) days after receiving notice from Seller of such fire or other casualty, in which event the Escrow Agent shall promptly return the Deposit to Purchaser. In the event that Purchaser has not elected to terminate this Agreement as aforesaid, then Purchaser shall be deemed to have elected to proceed with the Closing without any reduction or adjustment to the Purchase Price. In such case, Seller shall assign to Purchaser, at the Closing the proceeds of any insurance policy(ies) payable to Seller by reason of such fire or other casualty. Seller shall maintain throughout the term of this Agreement casualty insurance with respect to the buildings and the contents thereof in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings and contents.

7. **Brokerage Commissions.** Each party represents and warrants to the other that it has not dealt with any entity or person who would be entitled to a brokerage commission, finder's fee, or other similar compensation in connection with this Agreement. Each party agrees to indemnify, defend, protect, and hold forever harmless the other from and against any and all loss, liability, cost, damage and reasonable expense which the other may incur by reason of a breach of this representation and warranty. The terms of this section shall survive the Closing.

8. **Seller's Closing Deliveries.** On the Closing Date, Seller shall deliver to Purchaser the following documents and instruments with respect to the Property, duly executed by Seller, acknowledged where appropriate and otherwise in form and content reasonably satisfactory to Purchaser's counsel:

(a) a Warranty Deed for the Property (the "Deed");

(b) an affidavit of title, certified by Seller, and such documents and instruments in respect of Seller's authority to sell the Property, in the form customarily required by title insurance companies in the State of Connecticut.

(c) a nonforeign affidavit sufficient for the purposes of establishing and documenting the nonforeign affidavit exemption described in Section 1445 of the Internal Revenue Code (the "FIRPTA Affidavit").

(d) completed conveyance tax returns for the Property in the form required by the applicable governmental authority, and checks for payment of said taxes.

(e) such additional instruments, agreements and other documents as may be necessary or convenient in order to effectuate the provisions of this Agreement.

9. Default.

(a) If Purchaser shall default under this Agreement, the Deposit shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability hereunder.

(b) If Seller shall default under this Agreement, Purchaser may exercise any and all rights and remedies available to Purchaser at law or in equity, including, without limitation, the right to enforce specific performance by Seller of the terms of this Agreement.

10. Prorations, Closing Costs, and Adjustments.

(a) The following items shall be apportioned between Seller and Purchaser as of midnight of the day preceding the Closing Date:

(i) such items as are customarily adjusted in connection with commercial real estate transactions of this type.

(b) Seller shall pay the conveyance taxes applicable to the transfer of the Property. Purchaser shall pay all recording fees.

(d) All prorations, adjustments, and credits made and determined as provided herein shall be final as of the Closing Date; provided, however, that if subsequent to the Closing Date an error or omission in the determination or computation of any of such prorations, adjustments, or credits shall be discovered, immediately upon discovery thereof the appropriate adjustments required to correct such error or omission shall be made. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth herein is that Seller shall bear all expenses of ownership and operation of the Property accruing through midnight at the end of the day preceding the Closing Date, and Purchaser shall bear all such expenses accruing thereafter. Any items not specifically listed herein but shall be adjusted as aforesaid at Closing. This provision shall survive the Closing.

11. Notices.

Any notice regarding this Agreement shall be in writing and be served upon the party to which it is directed at the following addresses:

If to Seller: Attorney Michael J. Ajello
Office of the Corporation Counsel
355 Main Street, 3rd Floor
West Haven, CT 06516

If to Purchaser: ...

Escrow Agent: Attorney Michael J. Ajello
Office of the Corporation Counsel
355 Main Street, 3rd Floor
West Haven, CT 06516

Any notice may be served personally or be sent by certified mail, return receipt requested or by Airborne, UPS, Federal Express, or similar overnight express service. If sent by certified mail, a notice shall be deemed to have been given the next day following the date deposited with the United States Postal Service, postage prepaid. If sent by overnight express service, a notice shall be deemed to have been given one (1) business day after pickup by such overnight service. The address at which notice is to be given to either party may be changed by giving notice to the other party as provided above.

12. Miscellaneous.

(a) **Entire Agreement.** The Recitals set forth at the beginning of this Agreement and the Exhibits attached hereto are incorporated in and made a part of this Agreement by this reference. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by Seller and Purchaser.

(b) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

(c) **Assignability.** Purchaser shall have the right, on or before the Closing Date, to transfer or assign its rights and obligations under this Agreement to its designee, without the consent of Seller. Purchaser shall provide to Seller a copy of the executed instrument of assignment effectuating any such assignment, together with the name and address of the assignee. Any permitted assignee shall be deemed to have assumed, agreed to and be bound by all of Purchaser's obligations and liabilities under this Agreement. Upon any such assignment, the Purchaser named in and which signed this Agreement shall thereafter be released and relieved from any obligation or liability under this Agreement.

(d) **Successors Bound.** This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(e) **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(f) **Survival.** The provisions of this Agreement expressly stating that they survive the Closing shall survive the Closing and shall not merge with the deed to be delivered at the Closing.

13. Duties and Responsibilities of Escrow Agent

(a) Seller and Purchaser acknowledge and agree that Escrow Agent (i) shall not be responsible for any of the agreements referred to herein but shall be obligated only for the performance of such duties as are specifically set forth herein; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; and (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof. Neither Escrow Agent nor any of its directors, officers, partners, or employees shall be liable to anyone for any action taken or omitted to be taken by it except in the case of gross negligence or willful misconduct.

(b) Escrow Agent hereby agrees and covenants that following the Inspection Period Expiration Date, Escrow Agent shall not without the prior written consent of both Seller and Purchaser disburse the Deposit to any person or entity other than at and in conjunction with the Closing.

(c) Purchaser acknowledges that Escrow Agent is also acting as legal counsel to Seller in connection with the transactions contemplated by this Agreement.

(d) Seller and Purchaser agree that if any dispute arises with respect to the delivery, ownership, right of possession, or disposition of the Deposit, Escrow Agent upon receipt of written notice of such dispute or claim, is authorized and directed to retain in its possession without liability to anyone, all or any of said Fund until such dispute shall have been settled either by the mutual agreement of the parties involved or by a final order, decree or judgment of a Court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

CITY OF WEST HAVEN

By: _____

Print Name: Dorinda Borer

Its: Mayor

PURCHASER:

IDEAL GROUP, LLC

By:

Print Name: Florjan Shehaj

Its: Member

ESCROW AGENT:

Print Name:

STILES SCHOOL PURCHASE AND SALE SUMMARY

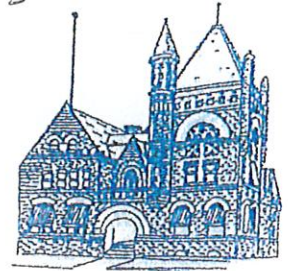
- For many years, the City has faced challenges in redeveloping the former Edgar C. Stiles School (located at 575 Main Street a/k/a 561 Main Street):
 - Since the building has asbestos contamination that requires removal, the City considered its options for the site and secured estimates:
 - It would cost \$1 million to remediate it.
 - It would cost roughly \$2.2 million to remediate and demolish it.
 - It would cost approximately \$3 million, plus carrying costs depending on the usage of the property, to remediate, renovate, and retain it.
 - The property has gone out to bid several times in recent years, with no viable candidates for purchase.
 - In 2021, the City finally chose a developer for a proposal to construct a hydroponics facility onsite, but it failed to secure financing and turned it back to the City.
 - In early 2024, the City put it out for a Request for Qualifications, and the first attempt did not yield acceptable bidders.
 - The second attempt to bid yielded 3 interested developers. Two of those developers wanted to knock the existing building down and create more than 150 units onsite.
- Following a further Request for Proposals and competitive evaluation this past summer, the City chose Ideal Group, LLC (“Ideal Group”) to redevelop it because:
 - Ideal Group has a reputation for transforming beautiful and historic older buildings, and, rather than demolish the building, it proposed to preserve and repurpose it.
 - It proposed to renovate the Stiles School into thirty (30) studio, 1-bedroom, and 2-bedroom units (the “Project”).
- The City proposes to enter into a Purchase and Sale Agreement (“PSA”) with Ideal Group for Stiles School that provides for the following terms:
 - Purchase Price - \$423,000.00
 - Deposit – \$84,600.00, paid in two (2) installments:
 - \$42,300.00 due on signing the PSA
 - \$42,300.00 due within fifteen (15) days of signing the PSA

- If Ideal Group wishes to build more units, it will have to pay the City \$14,100.00, plus three percent (3%) per year beyond 2025, per unit in additional compensation. The term of this clause will be fifty (50) years and be noted in the Warranty Deed.
 - Ideal Group will have ninety (90) days from the signing of the PSA to obtain all permits and approvals for the Project.
 - Closing Date will be May 30, 2025, or sooner by agreement of the parties.
- In addition, the City's new ordinance on sewer connection fees will yield \$3,500 per unit, for an additional \$100K.
- This property will transition from a non-revenue-producing carrying cost facility to a revenue-producing facility.



Office of the Mayor

City of West Haven
355 Main Street
West Haven, Connecticut 06516



City Hall
1896-1968

Dorinda Borer
Mayor

January 21, 2025

Mr. Nicholas Pascale
Chairman, West Haven City Council
355 Main Street, 3rd Floor
West Haven, CT 06516

Dear Mr. Pascale,

I am pleased to submit for the West Haven City Council's consideration a request regarding Ideal Group, LLC ("Ideal") who is the successful bidder to redevelop the former Edgar C. Stiles School (the "Stiles School"), located at 575 Main Street (a/k/a 561 Main Street). This project will return this historic community asset to productive use by rehabilitating it and converting it into a residential building with roughly thirty (30) apartments.

Following a competitive evaluation process this past summer that included a public Request for Proposals, a site tour, and bidder interviews, my administration selected Ideal, a redeveloper that specializes in transforming beautiful and historic older buildings, to redevelop the Stiles School into a small apartment building called "Style on Stiles." Its proposal involves renovating the interior of the Stiles School into approximately thirty (30) apartments. Please see the attached project summary from the company for more information on it and its transformational plan.

Thank you for considering this request at your earliest convenience. Please let me know if you or your colleagues have any questions or need further information from me or any members of my administration prior to considering this request. In the meantime, I respectfully would ask that you promptly refer this request to the West Haven Planning & Zoning Commission for an advisory report which I understand you will need, pursuant to Connecticut General Statutes Section 8-24, to consider fully my request at an upcoming City Council meeting.

Sincerely,

Dorinda Borer

Att.

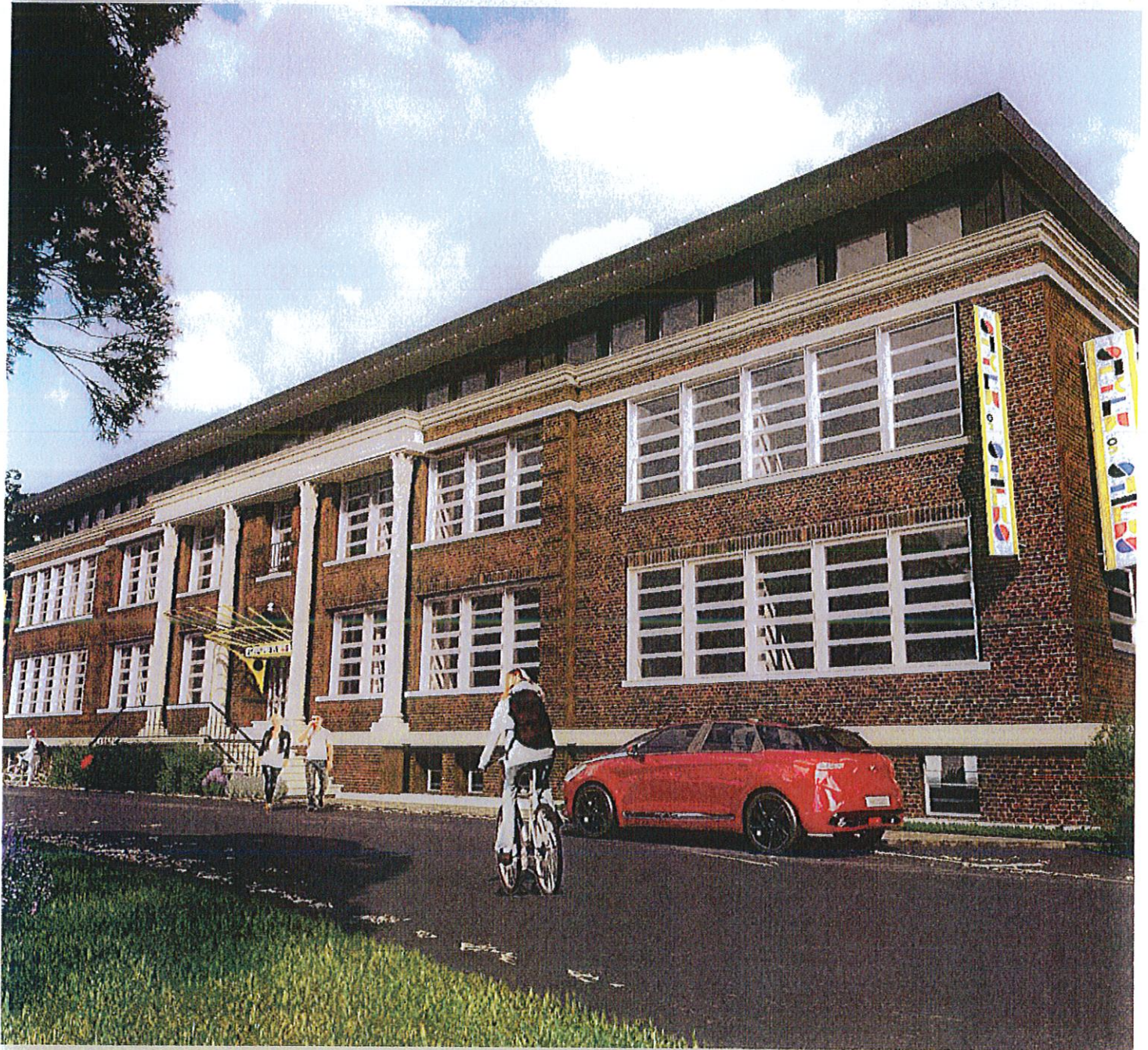
Cc: Paul Dorsi, Corporation Counsel
Stephen Fontana, Director of Economic Development
file



STYL
on
STILL

West Haven, CT







Art & Technology - a New Way of living

Dear West Haven Council Members, City Officials, and Community at large,

We are pleased to present our best offer to purchase the vacant Edgar Stiles School to transform it into a hub of activity comprising residences, a gym, an entertainment center, a parking lot, and a playground to be shared by the residents and the public.

Our approach to development is to preserve and honor a valued asset of a city or town and transform it into a new building that the local community would use and enjoy for the next 50 years.





Proposal

While reimagining the building for a new use, the original architectural details will be restored, and modern contemporary features will be seamlessly integrated to highlight the contrast between a revered past and the promising future reuse of a noble structure.

The common areas will boast vibrant painted surfaces, adding a pop of color and modern flair to the old school corridors where children used to roam between classes. A gym with locker rooms and an Entertaining Room will keep the tradition of a public building open to the community at large.

Each classroom will be converted into an apartment preserving the large windows, the high ceilings, and the spatial generosity of a room designed for a different use. Modern kitchens and bathrooms will be integrated inside the same space.

We believe at this point that the school structure may be able to handle an additional floor, recessed from the facades, which will allow us to create a total of roughly thirty one- and two-bedroom units. We are in the process of confirming this concept now and expect to have a definitive answer shortly.

Finally, the 5 + acre site can accommodate parking beyond the need of the residents, a playground, a dog park, and eventually a path to link the site with the train station.



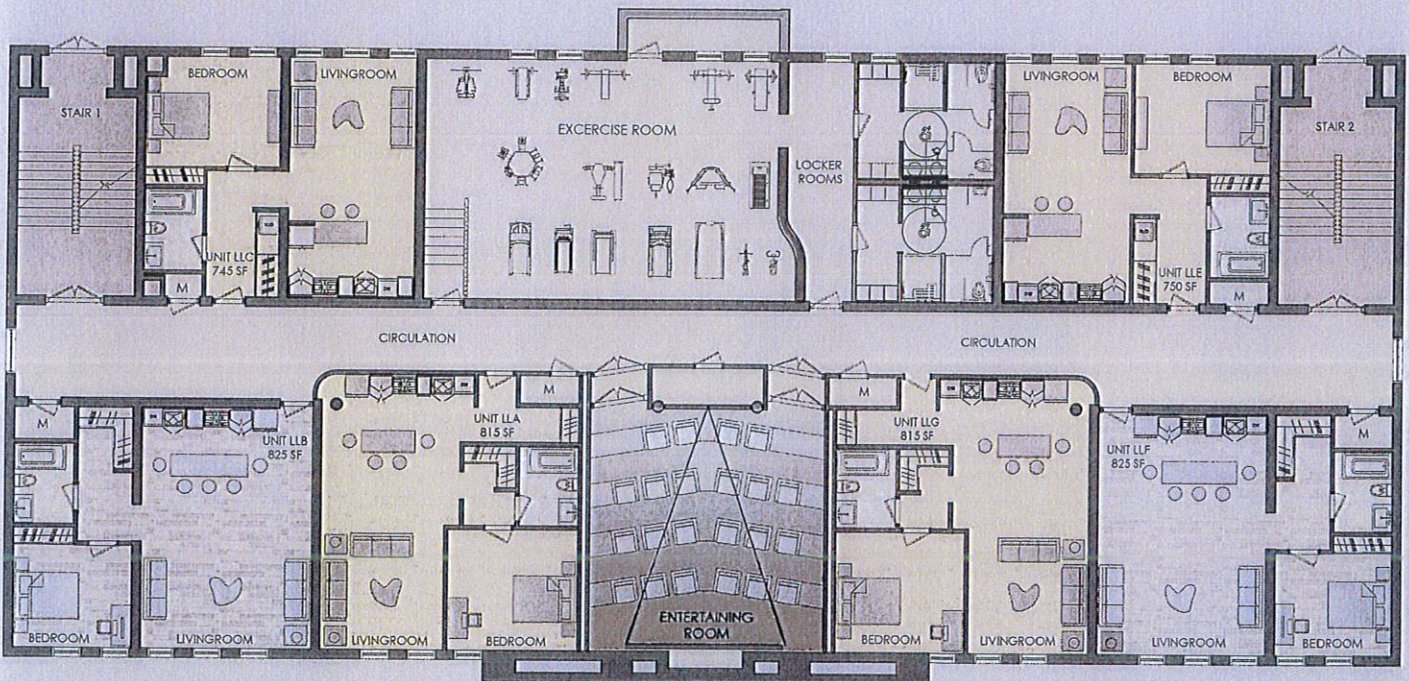


Preliminary Schedule

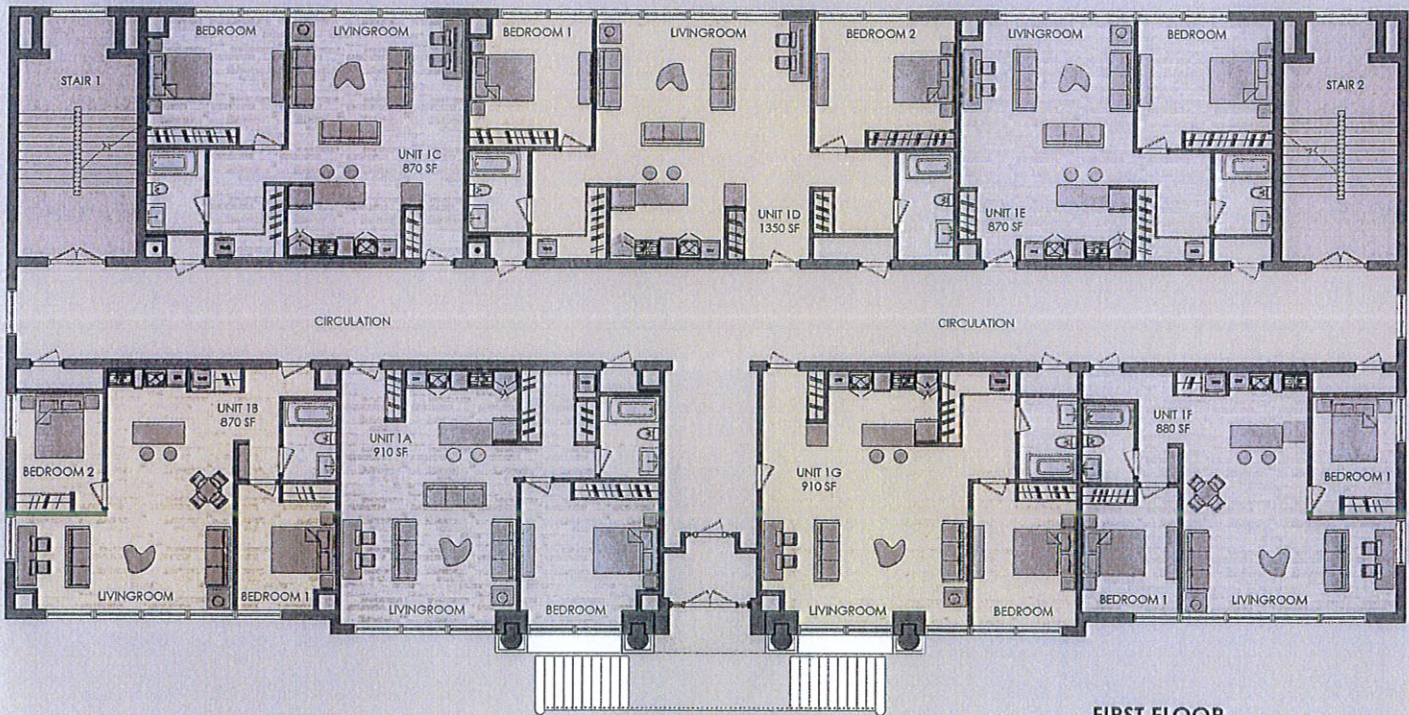
Start Date		Jan 12, 2025																				
Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26
OPTION A	AWARD																					
	P&Z COMM.																					
	SITE PLAN																					
OPTION B	HAZ-MAT REM.																					
	STRUCT. ASSESSMENT																					
	CONST. DOCUMENTS																					
	NEW STRUCTURE																					
		CONSTRUCTION 12 MONTHS																				
				CONSTRUCTION 12 MONTHS																		

*Dates are preliminary and subject to change following the city schedules for zoning & building department approvals. The project will be self-funded. No third party financial approvals are necessary.



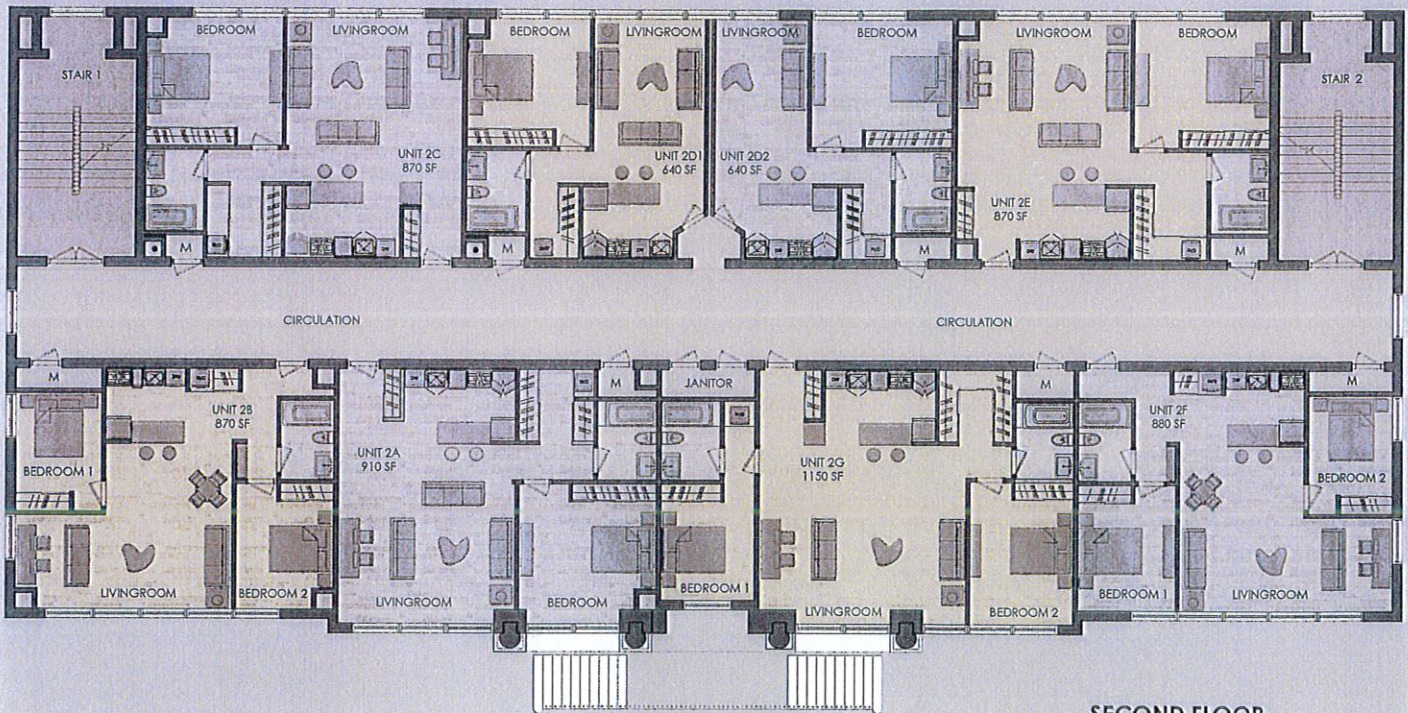


LOWER LEVEL
6 (SIX) 1 BEDROOM UNIT
MEDIA ROOM
GYM & LOCKER ROOM

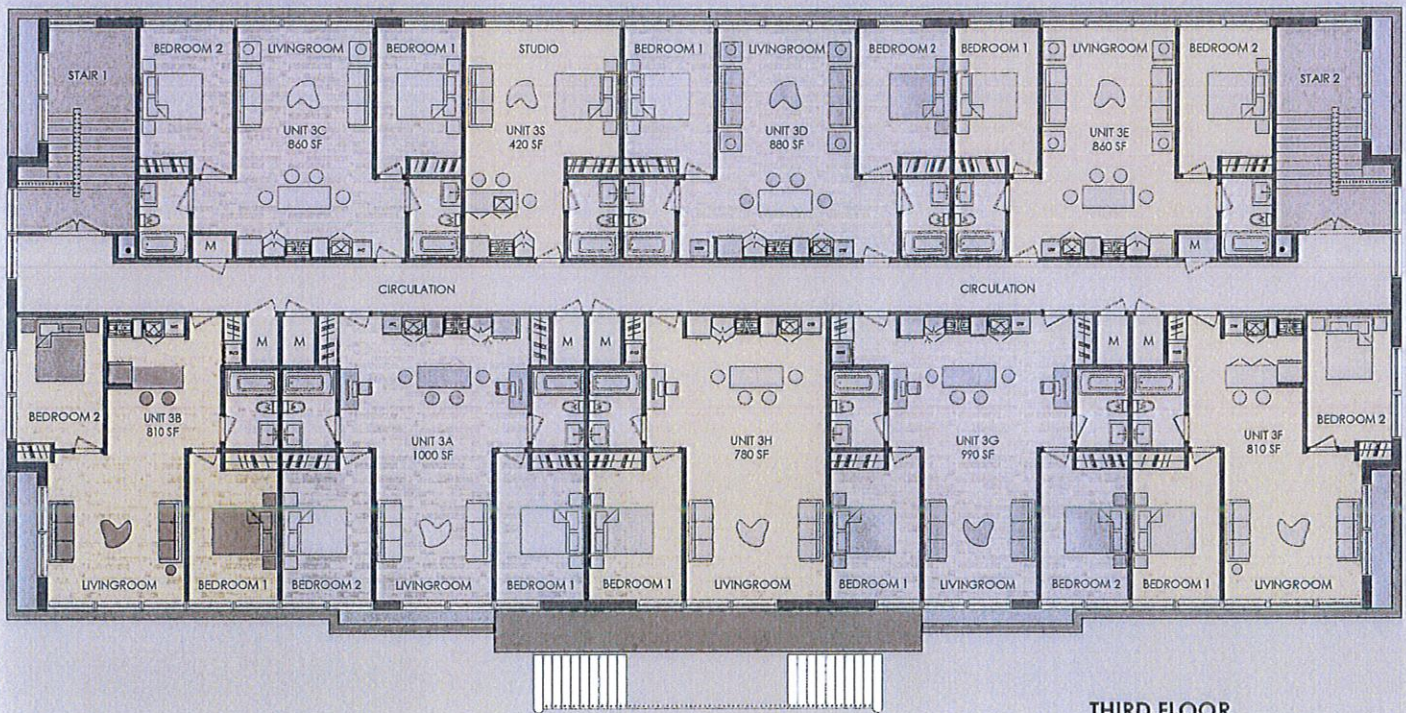


FIRST FLOOR
3 (THREE) 2 BEDROOM UNIT
4 (FOUR) 1 BEDROOM UNIT





SECOND FLOOR
3 (THREE) 2 BEDROOM UNIT
5 (FIVE) 1 BEDROOM UNIT



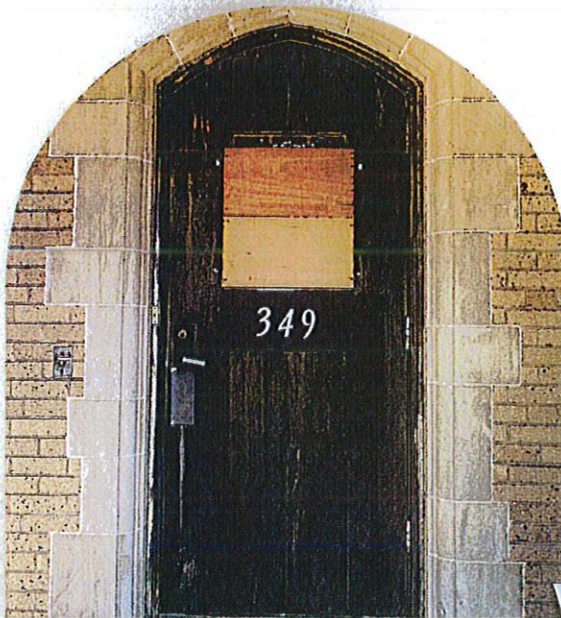
THIRD FLOOR

7 (SEVEN) 2 BEDROOM UNIT
1 (ONE) 1 BEDROOM UNIT
1 (ONE) STUDIO





Recent Projects



The McKinley

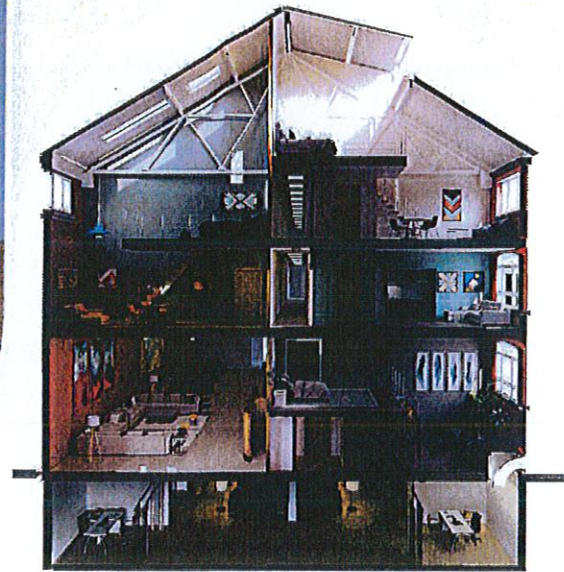
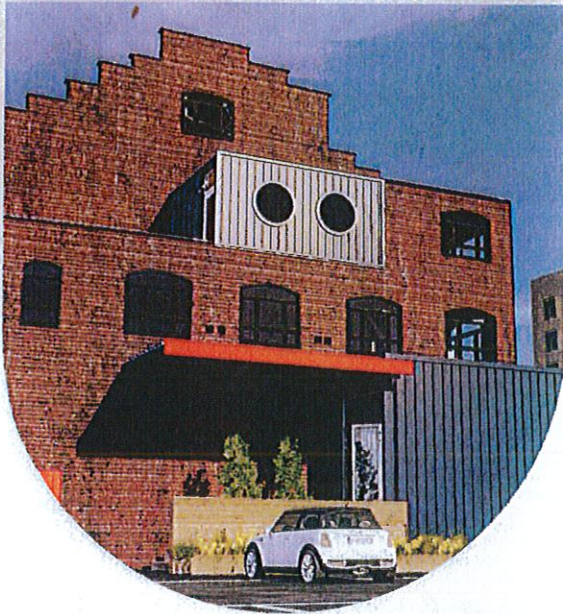
349-351 McKinley Ave., New Haven, CT

Under Construction

6 luxury rental flats, 4 walk-ups



Recent Projects



The Commercial

339 Main St., Middletown, CT

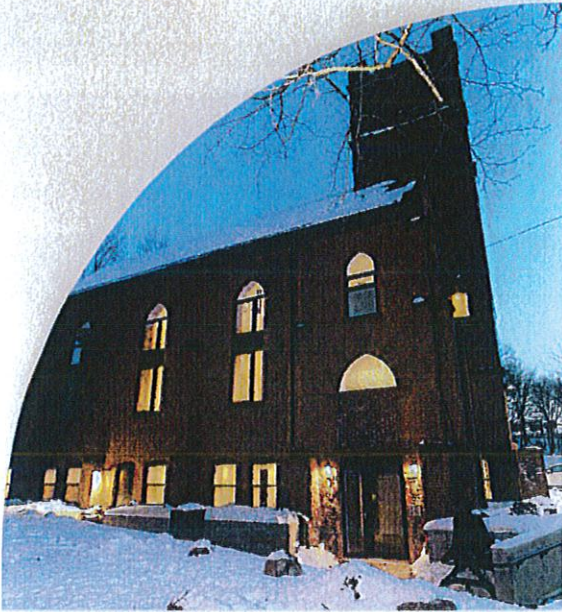
Under Construction

42 one, two, and three bedrooms residences
in the historical YMCA headquarters





Recent Projects



The Church on State

855 State St., New Haven, CT

Completed 2018

12 townhouses in a historical church





The Development Team



Gentjan & Florjan Shehaj

Co-CEOs

Since 2011, Gentjan and Florjan Shehaj have built an impressive portfolio in property investment, development, and management, specializing in a diverse range of residential properties. Their expertise extends beyond real estate; they have also successfully operated Energy Spray Systems since 2009, a prominent subcontracting firm in the Tri-State area.



The Shehaj Brothers' extensive experience includes contributing to the construction of luxury apartments, commercial spaces, and industrial buildings. This broad involvement highlights their proficiency in both development and management across various property types. Together with Fernando, they are aiming to develop a highly desirable luxury complex in the West Haven market, underscoring their commitment to excellence and innovation in real estate.

As Co-Owners of Energy Spray Systems and their personal development ventures, Gentjan and Florjan are deeply involved in every aspect of their projects, including project management, estimating, scheduling, and procurement. Their expertise, primarily acquired through hands-on experience, positions them as leading authorities in Thermal Protection Systems.



The Development Team



Fernando Pastor

Designer | Project Manager

Fernando Pastor is an Argentine architect based in New Haven who brings over 35 years of experience in educational, residential, and community projects. His extensive portfolio includes office towers, performing arts centers, high-end and low-income housing, public and private schools, and laboratories, providing him with a deep understanding of contemporary architectural challenges.

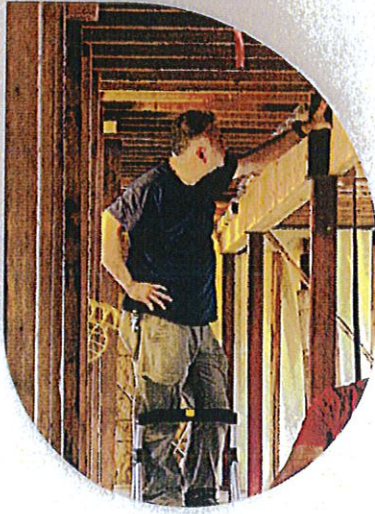
Since founding SEEDnh, Fernando has focused on repurposing existing buildings into high-end rental apartments and commercial spaces in New Haven, Middletown, and Milford. SEEDnh is currently overseeing the renovation of a convent into 10 luxury rental units in New Haven and transforming the old YMCA building in Middletown into 42 rental apartments. Previously, he managed the conversion of a 1957 convalescent home into 40 rental units in Bridgeport.

Fernando's career includes roles as the Architect of Record for Cesar Pelli's Banco República office tower in Buenos Aires and contributions to projects like the BankBoston Headquarters, Goldman Sachs Headquarters, and the Performing Arts Center in Downtown Miami. With Newman Architects, he repurposed an office building in Hartford and led projects in Guadalajara and Litchfield. At Svigals + Partners, he worked on the Discovery Magnet Elementary School and other educational facilities.





The Development Team



Artan Dibra

Project Manager

Artan began his career in Albania, acquiring extensive experience in various construction roles.

After relocating to the US, he worked as a General Contractor for high-end construction projects in Manhattan, quickly advancing to manage his own initiatives. Among his notable achievements was the development of a duplex in Ansonia, NY.

In 2009, he joined Florjan and Gentjan as a Project Manager when they launched their business.

Since 2016, Artan has been instrumental in acquiring, developing, and managing properties for the Shehaj brothers. He is currently in charge of managing and coordinating the trades and subcontractors for the McKinley Ave Convent conversion designed and co-managed by SEEDnh.





Contact Information

Florjan Shehaj

CEO

(203) 536-3388

florjanshehaj@icloud.com

Fernando Pastor

Designer | Project Manager

(203)-640-7327

fernandompastor@gmail.com

