

**Board of Selectmen
Regular Meeting Agenda
March 4, 2021 at 7.30pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/83563101997?pwd=dHh2SkpjVC9Ebly2NXQwMmZVaFZuQT09>

Meeting ID: 835 6310 1997

Passcode: 213328

Dial by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Discussion/Decision to authorize the First Selectman to sign the C-Pace Partial Release Agreement with the Connecticut Green Bank
4. Discussion/Decision regarding private events at Lachat Town Farm
5. Discussion/ decision concerning a proposal from the Economic Vitality Committee
6. Approval of the minutes from the Board of Selectmen Regular meeting on February 18, 2021, and Special Meetings on February 16, 23, 25, and March 1, 2021
7. Adjournment

DRAFT Motions for the March 4th BOS Meeting

Item 1: Call to order: **No motion.**

Item 2: Pledge of Allegiance: **No motion.**

Item 3: Discussion/Decision to authorize the First Selectman to sign the C-Pace Partial Release Agreement with the Connecticut Green Bank: **I move to authorize the First Selectman to sign the C-Pace Partial Release Agreement with the Connecticut Green Bank**



Jonathan Luiz <jluiz@westonct.gov>

Fwd: C-PACE Agreement Change - Signature Needed

1 message

Rick Darling <rdarling@westonct.gov>

Mon, Mar 1, 2021 at 2:10 PM

To: Jonathan Luiz <jluiz@westonct.gov>, Christopher Spaulding <cspaulding@westonct.gov>

Jonathan and Chris,

See below and attached from Cathy. For several years, the Town has been collecting taxes on behalf of the Connecticut Green Bank with regard to their CPACE program. They're now proposing to take that responsibility away from tax collectors and handle the billing and collection themselves. The change in process requires signing off on a form. When this was implemented back in 2014, Gayle signed it so maybe Chris should sign.

Let me know if you have any questions.

----- Forwarded message -----

From: **Cathleen Neblett** <cneblett@westonct.gov>

Date: Mon, Mar 1, 2021 at 1:36 PM

Subject: Fwd: C-PACE Agreement Change - Signature Needed

To: Rick Darling <rdarling@westonct.gov>

Hi Rick,

I heard back from Catherine and she does require a signature from us.

Her email is below and I am not sure if it is you, Chris or Jonathan who will need to sign.

Please let me know once that is done and I believe I have to sign a different form.

Thanks for your help.

----- Forwarded message -----

From: **Catherine Duncan** <Catherine.Duncan@ctgreenbank.com>

Date: Fri, Feb 26, 2021 at 9:58 AM

Subject: RE: C-PACE Agreement Change - Signature Needed

To: Cathleen Neblett <cneblett@westonct.gov>

Hi Cathleen,

Yes, the stipend ceases as of July 1, 2021. It says so in the email and in the release document. The release is just of the billing and collecting. All else remains the same.

Your town executive should sign. I've attached the Word version for easy editing. Please leave effective date blank so we can fill in when we countersign. Will send back a fully executed copy.

Thank you,

Catherine Duncan

Senior Loan Investment Administrator, Connecticut Green Bank

T 860-258-7831 | F 860-398-5510
845 Brook Street, Rocky Hill, CT 06067
catherine.duncan@ctgreenbank.com ctgreenbank.com



From: Cathleen Neblett <cneblett@westonct.gov>
Sent: Thursday, February 25, 2021 10:57 AM
To: Catherine Duncan <Catherine.Duncan@ctgreenbank.com>
Subject: Re: C-PACE Agreement Change - Signature Needed

Hello Catherine,

I forwarded this to the finance director as I feel I need to check with them to allow the change.

If I am understanding correctly, the change is for the town to no longer collect these payments, right?

If that is the case, does that mean the town loses the stipend from you to do so?

And if so, that is why I wanted to let them know.

Sorry to be confusing. I just want to do what I need to do.

Thank you for any information you can provide.

On Wed, Feb 10, 2021 at 5:33 PM Catherine Duncan <Catherine.Duncan@ctgreenbank.com> wrote:

Good afternoon,

The Connecticut Green Bank is making some changes to the Commercial-Property Assessed Clean Energy (C-PACE) program and we are looking for your help and support in implementing what we think will be a welcome change. We are looking to shift responsibility for billing and collecting C-PACE tax assessments from your municipality to the Connecticut Green Bank. In order to do this, your municipality needs to execute a release document, attached here, that frees the municipality from the billing and collection aspects of program participation. We would like to implement this change for the July 2021 tax collection cycle and will need your signature on a release document by the end of April. Once you have had the opportunity to review the release, would you kindly let us know when we could expect it to be returned to us executed?

Background

The Connecticut Green Bank designed the C-PACE program as an economic tool to attract low cost capital into our state for the purpose of energy upgrades to buildings. Municipalities opt in and execute the C-PACE Agreement, attached here, that requires them to bill and collect on behalf of the Green Bank. At the inception of the program, it was determined that municipal billing and collection of benefit assessment repayments would make the program both more attractive and more creditworthy. The ensuing eight years have seen remarkable growth in Connecticut's C-PACE program and programs across the country, and there is sufficient evidence that municipal billing and collection is no longer required to attract lenders to the program. In fact, the needs of the tax collectors and their colleagues are at odds with the needs of our investors. The investors want quick access to funds paid against liens and municipal employees need time to process payments, balance books, and cut checks.

Program Administrator Billing and Collection

As Program Administrator, the Green Bank will begin billing and collection for Fiscal Year 2022. This frees the tax collector and her colleagues from the challenge of on boarding transactions as well as the repeated billing, processing, and remitting that occurs throughout the repayment term. It also gives investors much quicker access to their funds. Further, with the support of our loan servicer, investors will have online access to payment information within days of receipt. Currently months can elapse before some investors have full data and all funds from a collection cycle.

Implementation

Once we hear from you regarding your turn around time for the release, we will work with your tax collector to identify account balances after the completion of the January and April cycles, as appropriate for your municipality. Once we receive the executed document, we will confirm to the tax collector that the hand off is complete. The Green Bank pays a \$500 stipend for the billing and collection work. This stipend will cease for the fiscal year 2022, per the release. The Green Bank and the capital providers will work with the property owners on redirecting payments beginning this July.

We will be reaching out regularly to all municipalities to answer questions and offer support. The Green Bank deeply appreciates our partnership with you and look forward to additional success. Please let us know if you have any questions or concerns.

Best regards,

Catherine Duncan

Catherine Duncan

Senior Loan Investment Administrator, Connecticut Green Bank

T 860-258-7831 | F 860-398-5510

845 Brook Street, Rocky Hill, CT 06067

catherine.duncan@ctgreenbank.com ctgreenbank.com



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Cathleen Neblett CCMC

Town of Weston

Tax Collector

203-222-2696

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Cathleen Neblett CCMC
Town of Weston
Tax Collector
203-222-2696

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Rick Darling
Finance Director/Asst. Town Administrator/Treasurer
Town of Weston, CT
56 Norfield Road
Weston, CT 06883
(203) 222-2678 (Voice)
(203) 222-2557 (Fax)



Municipal Agreement Partial Release DRAFT.docx
21K

C-PACE PARTIAL RELEASE AGREEMENT

THIS C-PACE PARTIAL RELEASE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021 (the “Effective Date”), by and between [TOWN NAME], CONNECTICUT, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Municipality”), and the **CONNECTICUT GREEN BANK, F/K/A CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the “Green Bank”).

RECITALS

WHEREAS, Municipality and Green Bank entered into that certain Commercial Property Assessed Clean Energy (“C-PACE”) Agreement dated [Date] (the “C-PACE Agreement”) pursuant to section 16a-40g of the Connecticut General Statutes (the “C-PACE Statute”) associated with the administration of the clean energy program authorized under the C-PACE Statute (the “C-PACE Program”).

WHEREAS, pursuant to the C-PACE Statute, Green Bank is the statewide administrator of the C-PACE Program and, among other things, establishes the program guidelines for the C-PACE Program (the “C-PACE Guidelines”);

WHEREAS, Green Bank has recently amended the C-PACE Guidelines to permit billing and collection of all C-PACE Program benefit assessment liens by the Green Bank;

WHEREAS, Green Bank and Municipality desire to release the Municipality of certain billing and collections obligations under the C-PACE Agreement to facilitate the billing and collection of benefit assessment liens by Green Bank, in accordance with the C-PACE Guidelines.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed as follows:

1. **Defined Terms**. All capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings set forth in the C-PACE Agreement.
2. **Release of Certain Billing and Collection Obligations**. As of the [Date], Green Bank shall be deemed to have released Municipality from liability for all billing and collection covenants and obligations set forth in Section 3(e) and Section 3(f)(1) of the C-PACE Agreement with respect to any Benefit Assessment Liens recorded by the Municipality prior to and after the Effective Date (the “Released Obligations”). Such Released Obligations shall not, however, include the obligation of Municipality to pay to Green Bank any funds received, due to error or any other reason, which Municipality knows or has reason to believe are associated with a Benefit Assessment Lien, no later than thirty days after the month that such funds are received.

3. **Release of Annual Fee Obligation.** After the Municipality receives the Annual Fee for the fiscal year 2021, Municipality shall be deemed to have released Green Bank from the obligation to make any future Annual Fee payment to Municipality. Such release shall not, however, include the obligation of Green Bank to cover the Municipality's out of pocket costs and expenses in discharging its duties under the C-PACE Agreement in accordance with Section 3(g) thereof.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
5. **Amendment and Waivers.** Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
6. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Municipality and Green Bank have each caused this Agreement to be executed and delivered as of the date indicated above:

[TOWN NAME]

By: _____
[Name, Title]

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President

**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY ("C-PACE") AGREEMENT**

THIS AGREEMENT is made and entered into as of the 8th day of September 2014, by and between **TOWN OF WESTON, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, section 16a-40g, as amended, of the Connecticut General Statutes (the "Act") established the C-PACE program in Connecticut.

WHEREAS, subsection (b)(1) of the Act directs the Green Bank to establish a commercial sustainable energy program, and authorized the Green Bank to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Green Bank and the Municipality are authorized to enter into a written agreement, as approved by the Municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

- (a) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) participation in a microgrid, as defined in section 16-243y, including any related infrastructure for such microgrid, by qualifying commercial real property, provided such microgrid and any related infrastructure incorporate clean energy, as defined in section 16-245n, as amended by this act, (C) any renovation or retrofitting of qualifying commercial real property to reduce energy consumption, (D) installation of a renewable energy system to service qualifying commercial real property, or (E) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation, retrofit or installation described in subparagraph (C), (D) or (E) of this subdivision is permanently fixed to such qualifying commercial real property.

- (b) "District heating and cooling system" means a local system consisting of a pipeline or network providing hot water, chilled water or steam from one or more sources to multiple buildings.
- (c) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.
- (d) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.
- (e) "Benefited property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.
- (f) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.
- (g) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Green Bank.

- (a) Program Requirements. Pursuant to the Act, the Green Bank:

(1) Shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act;

(2) Shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Green Bank;

(3) Shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. The total benefit assessment payments made to the Green Bank in respect of all qualifying commercial real properties; and

- iv. For each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
 - A. The date of the financing agreement;
 - B. The outstanding amount of the financing;
 - C. The total principal balance and accrued interest outstanding; and
 - D. The annual payment(s) due to the Green Bank (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) Shall establish the position of commercial sustainable energy program liaison within the Green Bank;

(5) Shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property;

(6) May use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program; and

(7) Shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) Project Requirements. If a benefitted property owner requests financing from the Green Bank for energy improvements under the Act, the Green Bank shall:

(1) Require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing;

(2) Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program; and

(3) Require that the property owner obtain the consent of any existing mortgage holder of such property, prior to the execution of the financing agreement or the recording of any lien securing a benefit assessment for energy improvements for such property, to have a Benefit Assessment Lien levied on the property to finance such energy improvements pursuant to the Act.

(c) Financing Agreement for Project. The Green Bank may enter into a financing agreement with the property owner of qualifying commercial real property (the "Financing Agreement"). The Financing Agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property. The Green Bank shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment

provided for in the Financing Agreement. The Green Bank shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Green Bank to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Green Bank shall notify the property owner that such owner may rescind any Financing Agreement entered into not later than three business days after such Financing Agreement is executed by the property owner and delivered to the Green Bank. The Financing Agreement shall provide for the consent of existing mortgage holders for the Benefit Assessment Lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) Determination of Estimated and Final Benefit Assessments and Payments.

(1) Upon execution of the Financing Agreement, the Green Bank shall determine the total benefit assessment amount, including fees charged by the Green Bank to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Green Bank shall provide written notice of the total benefit assessment amount and interest rate to the Municipality.

(2) It is anticipated that the Green Bank will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Green Bank will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) Levy of Benefit Assessment. Upon receiving written notice from the Green Bank of the benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property to be benefited by the energy improvements financed by the Green Bank and described in the Financing Agreement, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment in the form of the attached Exhibit A ("Benefit Assessment Lien"). The Benefit Assessment Lien will have two attachments: (1) the legal description of the benefited property and (2) the Financing Agreement payment schedule provided by the Green Bank. As provided in the Act, the benefit assessments levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for recording the Benefit Assessment Lien. Such Benefit Assessment Lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(b) Continuation, Recording and Release of Lien. As provided in the Act, each Benefit Assessment Lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens

or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such Benefit Assessment Lien. The Green Bank shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(c) Assignment of Benefit Assessment Lien.

(1) Upon the written request of the Green Bank, the Municipality shall assign, in the form of the attached Exhibit B, to the Green Bank any and all Benefit Assessment Liens filed by the Municipality's tax collector, as provided in this Agreement. The Green Bank may sell or assign, for consideration, any and all Benefit Assessment Liens received from the Municipality. The assignee or assignees of such Benefit Assessment Liens shall have and possess the same powers and rights at law or in equity as the Green Bank and the Municipality and its tax collector would have had if the Benefit Assessment Lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such Benefit Assessment Liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Green Bank may sell or assign any and all Benefit Assessment Liens received from the Municipality under Section 3(c) of this Agreement to a trustee for the benefit of the holders of the Green Bank's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Green Bank's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Green Bank. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(d) Amendment of the Benefit Assessment Lien. Pursuant to the Financing Agreement, the final amount of the benefit assessment may be adjusted after the levy of the Benefit Assessment Lien. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, a change in the amount of capitalized interest, or an amendment to the Financing Agreement. In the event that the final benefit assessment amount needs to be adjusted at the completion of the project, or any other time, the Green Bank will inform the Municipality of such change, provide the Municipality with an updated payment schedule and new lien amount, and the Municipality shall amend the Benefit Assessment Lien to reflect such adjustment. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for amending the Benefit Assessment Lien.

(e) Billing and Collection; Payment to the Green Bank.

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's

real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Green Bank and identifying the Green Bank as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Green Bank or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide collection reports to the Green Bank, and the Green Bank, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Green Bank and Municipality agree to provide each other with such reasonable information as they may request and the Green Bank and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) Collection of Delinquent Payments.

(1) In the event that any benefited property owner fails to make a benefit assessment payment pursuant to the payment schedule of the Benefit Assessment Lien in any property tax billing cycle, the Municipality shall provide written notice to the Green Bank of such delinquency in a reasonably timely manner. After providing such notice to the Green Bank, the Municipality has no obligation to collect delinquent benefit assessment payments unless it enters into a separate agreement with the Green Bank described in the following subsection (2).

(2) If the Green Bank makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Green Bank may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the Benefit Assessment Lien securing the delinquent benefit assessments. The agreement may also provide that the Green Bank shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(3) The Municipality will provide written notice to the Green Bank of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Green Bank shall

provide written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) Promotion of Program; Assistance for Green Bank Financing; Payment to Municipality.

(1) The Municipality shall use good faith efforts to assist the Green Bank in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Green Bank to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Green Bank agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Green Bank shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Green Bank agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Green Bank's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Green Bank, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

Section 6 - Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to

thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

- (a) **Assignment or Transfer.** Except as provided in Section 3(c) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Green Bank's bonds, notes or other obligations. If approval of the assignment by the holders of the Green Bank's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (b) **Amendment and Termination.** After the Green Bank sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Green Bank's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.
- (d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
- (e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

Town of Weston
56 Norfield Road
Weston, CT 06883
Attention: *First Selectman*

If to the Green Bank:

Connecticut Green Bank
845 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

- (g) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
- (h) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.
- (i) Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.
- (j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

IN WITNESS WHEREOF, the Municipality and the Green Bank have each caused this Agreement to be executed and delivered as of the date indicated above:


(SEAL)

ATTEST:

TOWN OF WESTON



By: Gayle We
 Its: First Selectman

 Donna M. Anastasia
 Notary Public 58540 State of Connecticut
 Comm Expires: August 31, 2016

CONNECTICUT GREEN BANK



By: Bryan T. Garcia
 Bryan T. Garcia, President

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the City/Town of _____, Connecticut ("Municipality"), with an office at _____, _____, Connecticut, for and of behalf of the Connecticut Green Bank ("Green Bank"), with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and Green Bank dated _____, 20____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property as described more particularly in the attached **Exhibit A** (the "Property") of the Finance Agreement and also commonly referred to as _____, situated in the Municipality and owned on the date hereof in whole or in part by _____ (the "Property Owner") for energy improvements made or to be made to the Property. The amount and repayment of said levy and lien, as determined by Green Bank and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$ _____, with interest thereon at a fixed rate equal to _____% per annum, with equal installments of principal and interest due and payable, all as set forth in the attached **Exhibit H** of the Finance Agreement. In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended.

By order of the Tax Collector of the City/Town of _____.

Dated at _____, Connecticut this _____ day of _____, 20__.

Tax Collector

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ Land Records at Volume _____, Page _____

City/Town Clerk

Item 4: Discussion/Decision regarding private events at Lachat Town Farm: **No motion.**



February 23, 2021

Aaron and Catherine Schwartz
94 Godfrey Road
Weston, CT 06883

Re: Lachat Town Farm

Dear Weston Land Owner,

The purpose of this letter is to inform you of a recently adopted Town policy (attached) that limits the number of private events that the Town can hold on the Town-owned Lachat Farm. You are receiving this letter because the Weston Board of Selectmen has asked that each property owner within a 250 foot distance of the Lachat Town Farm property be provided notice about the new policy, and be invited to provide input about it.

In the event you have any questions or concerns about the policy, then please email me at jluiz@westonct.gov or call me at 203-222-2677. Sentiments you express to me will be relayed to the Weston Board of Selectmen.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'JL' or 'Jonathan Luiz', is written over the printed name.

Jonathan Luiz
Town Administrator
Town of Weston, Connecticut

**Cc: Weston Board of Selectmen
Weston Lachat Town Farm Commission**



Proposal: Private Events at Lachat Town Farm

Summary:

The Friends of Lachat and the Lachat Town Farm Commission would like to request that the Board of Selectmen consider and approve a proposal to renew and formalize our process of hosting "private" events (defined as those events where Lachat allows private citizens to utilize farm facilities and infrastructure for a fee).

The proposal is in response to frequent requests the Commission receives from community members who wish to use the property for private events. While the Commission does not wish to become an event venue, the proposal herein is a means of responding to the requests to allow for a minimal number of private events while generating revenue for the operating costs and upkeep of the property. At present, Lachat is self-sustaining and, as such, the Commission actively seeks sources of revenue to maintain and make improvements upon the property.

As a reminder, our current agreement with the town, which expired on July 31, 2020 allowed for 3 private events per year with an understanding on revenue that the funding would be kept in the Enterprise fund and then shall be exclusively used towards maintaining and improving the property. As such, the checks will be made out to the town of Weston.

To summarize this proposal, we would like to expand the number of private events held in total each year to 5, with 1 event each year being earmarked as a "large" event as defined below; and with the other 4 being earmarked as "small" events. A large event in theory could take place at any point in the year with appropriate approval and advanced planning. Small events would only be allowed to occur once per calendar quarter, and can be "accrued" and used in a

different calendar quarter if unused during a calendar quarter. In the case of accrued events, Lachat will limit private events requiring public announcement or amplifier systems to one within any given calendar month. This proposal would not preclude the farm from hosting events with community organizations (i.e. Weston Kiwanis) to utilize the space without charge for purposes in accordance with our current practice.

Contracting:

Once the event holder is chosen, regardless of size, a written contract and license agreement will go out establishing rights and responsibilities of all partners, and releasing the town and farm from any liability. All private event holders will need to provide proof of insurance for themselves and any third parties that might be involved in event production (food service, sound/video production etc). Event holders will agree to either set up and clean up independently or pay an hourly base fee of \$75/hour to compensate the Farm Manager for set up and/or clean up. This can be deducted from the security deposit but is subject to a charge above the amount in the security deposit.

Covid Related Policies: Event holders and attendees will be subject to current policies as dictated by the Westport/Weston Department of Health along with both state and federal guidelines. There will be a cancelation contingency clause included in the contract, particularly during the time of the pandemic to ensure the safety of the event holder and attendees.

Event capacity:

- 1 Large Event (Between 101 and up to 250 attendees)
- 4 Small Events (Under 100 attendees)

Large Event:

Base Bid: \$10,000 / day (assumes rental of entire property for a full day and support of the Events Manager. In addition, the renter will pay \$5,000 for a security deposit which is returned upon inspection of the grounds by the Event and Farm Managers. If further support is required – be it personnel, security, supplemental power, equipment etc. additional fees are possible based on time and materials if not paid directly by the client. The town reserves the right to mandate that the renter incur additional fees associated with police security, police traffic control, fire or EMS services. Upon acceptance of the bid, a down

payment of half the total fee (bid plus security deposit) will be collected. Three months before the scheduled event, the full fee will be collected and at that point be non-refundable in the event that the event holder cancels the event.

Property Access: Event holders can access property one half day before and after the scheduled event. This is for both set up and clean up related to the main day of rental. The property can only be private and blocked from public use for the duration of the event with a limit of six hours within the day of the main event.

Potentially Permitted Uses: Weddings, Conferences, Company Parties/Picnics, Theater & Music Productions. All activities on the Property and any funds derived from activities shall support and be consistent with the terms and limitations in the conservation restrictions of record.

Bidding for Large Event:

We would plan to announce and promote the ability to reserve the farm for a large private event as soon as the proposal is approved. In future years, the bidding will commence the summer before a calendar year to allow for timely planning of large events. As a pre-qualification, a \$1,000 bank fee will be required to participate in the auction. The check will not be cashed until the winner is determined and those who did not win will receive the returned bank check. The online auction date will be one week after the available bidders are determined. The auction will be anonymous but presented in an 'ebay style' system where the competitive bids are public to those who are bidding with a one week period for active bidding to take place and the winner determined. If no bids are received then the window will remain open until an event is bid upon and scheduled. Should an event holder cancel, their deposit would be kept and the bid would open back up to a new bidder. All proposals submitted would be vetted by the Lachat Town Farm Commission, with a final recommendation to and approval by the Board of Selectman being required. We would promote the bidding process through the Lachat website, email marketing, and social media. Equal bids would lead to preference given to an event holder who is a Weston resident.

Small Events:

Base Bid: \$1000 per day. Event holders can access the property for the day of the rental and for half a day of clean up after the main day of rental. The property

can only be private and blocked from public use for the duration of the event with a limit of four hours within the day of the main event. In addition, the renter will pay \$500 for a security deposit which is returned upon inspection of the grounds by the Event and Farm Managers. Upon acceptance of the bid, a down payment of half the total fee (base bid plus security deposit) would be collected. One month before the scheduled event, the full amount will be collected and the full amount is non-refundable if the event holder should cancel at that point.

Bidding for Small Events:

Will be handled on a rotating basis, but will close 3 months before each calendar season such that we are always one season ahead. A similar bidding process to that outlined for Large Events above will be followed. If we have two bids come in that are exactly the same, then priority will be given to Weston residents. Should an event holder cancel, their deposit would be kept and the bid would open back up to a new bidder. Approval for small events will be at the discretion of the Lachat Farm Commission so long as it complies with the list of approved uses. Potential disturbances to the neighborhood in terms of traffic and sound will be taken into consideration. Any proposed event not on an approved uses list would require prior approval from the Board of Selectmen.



Jonathan Luiz <jluiz@westonct.gov>

Re: Lachat policy re. events

1 message

elizabeth zeppernick <ezeppernick@gmail.com>

Tue, Mar 2, 2021 at 3:40 PM

To: Jonathan Luiz <jluiz@westonct.gov>

Cc: Jennifer Gruen <jgruen@optonline.net>, debra spindler pinals <spinpin@icloud.com>, Christopher Spaulding <cspaulding@westonct.gov>

Hello Jennifer and Debra,

I am glad we will have a chance to address your concerns on Thursday and I look forward to the opportunity to respond to any questions you may have at that time. In addition, I know I have provided Debra with the links to find our meeting minutes and agendas but you are both always welcome to join our monthly meetings which are open to the public. The link is always at the top of the agenda which I provide to the town the day before each monthly meeting and tonight happens to be the next scheduled time the Commission meets.

Respectfully,
Elizabeth

On Tue, Mar 2, 2021 at 1:41 PM Jonathan Luiz <jluiz@westonct.gov> wrote:

Debra & Jennifer,

I have forwarded your email to members of the Board of Selectmen. Are you able to participate in this Thursday's Board of Selectmen meeting? The Board meets at 7:30 pm via Zoom.

Sincerely,
Jonathan Luiz
Weston Town Administrator

On Sat, Feb 27, 2021 at 7:28 PM Jennifer Gruen <jgruen@optonline.net> wrote:

Jonathan/Weston Selectmen

I am including Elizabeth Zeppernick as well on this email in the hopes that all involved with Lachat can work with the surrounding community as the town expands the Lachat offerings.

I ask that you DO send this email to all the selectmen, as I feel it is important that we get everyone's input, or at least their attention, to these issues.

Your original email to the neighborhood asked for input on the decision made by the town to expand Lachat's events, albeit after the decision to expand private events had already been made. Debra and I, in the past, have met with Lachat representatives, along with Mr Spaulding, to ask that all neighbors be kept in the loop on significant changes made with respect to the farm. We had thought these had been pleasant, productive conversations yet we continue to be left out of communications. The following are our concerns, and we are both more than happy to meet virtually or in person to discuss the issues:

1. The 250 foot rule: Mr Spaulding had in the past assured us that the full Old Field Lane would get Lachat notification letters as our houses are literally within several feet of 250, and the full cul de sac is affected by Lachat events as located directly across the street. This has not happened.
2. Debra and I have repeatedly offered to attend meetings where significant Lachat decisions are being made to offer the perspective of adjacent homeowners- but we cannot attend if we do not have notice. I do not understand why the letter Jonathan sent about increasing private events at Lachat was done AFTER the decision was made to allow these to happen. The neighborhood should be asked to weigh in PRIOR to such decisions, given the significant impact such events have on our private streets and homes.
3. Having weathered several large events, both public and private, at the farm, we would like the opportunity to work with Lachat on several significant issues that have arisen:
 - a. Traffic build up on Godfrey Road has become dangerous during Lachat events. Godfrey is a small, winding road with a blind spot just west of the farm. There are frequently long lines of cars waiting to

enter the lower lot, and this past winter during several evening events there was literally a 20 minute wait on Godfrey to get from 57 to Old Field. Cars lined up at night in the fog, people were cutting around lines of cars with oncoming traffic, and it was a generally dangerous situation that occurred several times. This same situation (minus the fog) has occurred with larger farm events during the summer, including the popular (and wonderful) farmer's market. We hope specifics in the private event contracts (such as only using the upper lots) will address this safety issue for events, as well as for large public events held there.

- b. Parking- if signs are not placed on our road, people will park along it to use the farm (some even park with the signs and are really nasty about moving their cars). We don't love policing the road, but it is private and we are responsible for anything that happens on it (and also responsible for its paving, plowing and all the other headaches a private road brings). We don't love the signs, but dislike the public parking even more. Are there any alternatives?
- c. People frequently move off Lachat property during events to smoke, leaving cigarette butts in the vicinity- just ugh!
- d. Same with garbage, there is often litter in the neighborhood after events.
- e. Noise- it is fairly easy to hear event music from further than the 250 feet used for notifications. Most of the time this isn't a huge issue, and can be pleasant for us to sit in our yards and listen. However, during the Keith Richards wedding, the music went on long into the night and was clearly heard from our houses (too bad the band didn't get together!!) Private events will need to be monitored for sound levels, and really need to have a limit on how late music can be played.

We have all seen the tug of war between expanding town services and keeping Weston rural and bucolic (i.e. the dog park, expansion of town center, the Historical Society.) The town, in all areas other than the farm, has always opted on the side of caution and asked for town input when making decisions. We are confused as to why this is not the case with Lachat, particularly because it is a relatively small piece of land in a fully residential part of Weston. As Debra and I have said many times in the past- we LOVE the farm, and loved its original intentions which was to be a small community gathering place for education and entertainment. We appreciate that there is demand for expansion of the farm's services as well. But the farm is in the midst of privately owned and zoned property and it is only fair to allow the neighbors input into Lachat's use and growth. At each expansion, we are assured that there will be strict limits on how much can occur at Lachat, and yearly those assurances are abandoned.

How can we convince Lachat, and our selectmen, to move forward in a more collaborative fashion?

Thank you for listening,

Jenn Gruen/Debra Pinals

From: Jonathan Luiz <jluiz@westonct.gov>
Date: Tuesday, February 23, 2021 at 9:19 AM
To: Jennifer Gruen <jgruen@optonline.net>
Cc: debra spindler pinals <spinpin@icloud.com>, Christopher Spaulding <cspaulding@westonct.gov>
Subject: Re: Lachat policy re. events

I suggest you email me your input and then I will relay it to the Selectmen on an individual basis because if I send it to all of them it is technically a meeting and minutes and agendas would need to be created.

On Tue, Feb 23, 2021 at 9:18 AM Jennifer Gruen <jgruen@optonline.net> wrote:

Jonathan

I can appreciate that you were not the creator of the 250 foot rule, but the letter specifies that we should contact you and you would relay issues to the selectmen. As mentioned previously, Debra and I spoke with Mr Spaulding specifically about that issue (the 250 feet) in the past and we understood that the full block would in future receive these mailings.

Debra and I would appreciate having input into the proposal as it does significantly affect our households- can you relay this to the committee, or prefer that we do so ourselves (in which case please forward their contacts.)

Thank you

Jennifer

From: Jonathan Luiz <jluiz@westonct.gov>
Date: Tuesday, February 23, 2021 at 8:39 AM
To: Jennifer Gruen <jgruen@optonline.net>
Cc: debra spindler pinals <spinpin@icloud.com>, Christopher Spaulding <cspaulding@westonct.gov>
Subject: Re: Lachat policy re. events

OK. See the attached, please.

Also, please know that a member of the Board of Selectmen chose 250 feet. I did not.

On Sat, Feb 20, 2021 at 3:12 PM Jennifer Gruen <jgruen@optonline.net> wrote:

Mr Luiz

I recently became aware of a letter received by my neighbors about a new policy regarding Lachat town farm and the number of events that can be held there. My neighbor is one house closer to the farm than I am, and I did not receive such correspondence, perhaps because we fall just outside of the 250 foot notification laws. As discussed with Mr Spaulding in the past, it is disingenuous to leave neighbors on Old Field Lane who live within yards of this 250 foot delineation out of notifications such as this one. Our block is directly impacted by most Lachat events (which we for the most part enjoy, but large events restrict access to our road, often lead to people parking on our road, and no one really stops at the "250 foot" line.)

I would be most grateful if you could put us on the notification list in the future, as well as my neighbor Debra Pinals who is cced.

Thank you for listening!

Jennifer

--

Sincerely,
Jonathan Luiz
Weston Town Administrator

CONFIDENTIALITY(NOTICE):

This is a staff email account managed by the Town of Weston. This e-mail message from the Town of Weston, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient or authorized to receive information for the recipient, you are hereby notified that any review, use, disclosure, distribution, copying, printing, or action taken in reliance on the contents of this email is strictly prohibited. If you receive this communication in error, please, immediately contact the sender and destroy the material in its entirety. Please note that messages to or from the Town of Weston domain may be subject to the Freedom of Information Act (Conn. Gen. Stat. sections 1-200 et seq.) Thank you.

Item 5: Discussion/ decision concerning a
proposal from the Economic Vitality
Committee: **No motion.**

Economic Vitality Committee
Special Meeting
February 19, 2021 at 7:00 pm
Meeting held remotely due to COVID-19

Minutes of Meeting

1. Call to Order

The meeting was called to Order by the EVC Chairman Lance Scott. In attendance was Mr. Scott, Kerem Dinlenc, Adam Klimek, David Berger and Carolyn Hill-Bjerke, Secretary, and members of the public.

2. Decision to approve the Proposal of The Economic Vitality Committee to the Board of Selectmen

The Committee discussed minor changes to the final language of the Proposal, and welcomed questions and comments from the public. Once final language was agreed, Mr. Berger motioned to approve the Proposal, and Mr. Scott seconded the motion.

3. Adjournment

Mr. Scott motioned to adjourn, and Mrs. Hill-Bjerke seconded. The next meeting of the EVC will be Wednesday, February 24th, 2021, at 7:00 pm.



**Proposal of The Economic Vitality Committee (EVC)
to the Board of Selectmen**

The Honorable Chris Spaulding, First Selectman
The Honorable Samantha Nestor, Selectwoman
The Honorable Stephan Grozinger, Selectman

February 19, 2021

EVC Charge

The Economic Vitality Committee (EVC) is an advisory committee that is charged with advising the Selectmen on a plan to achieve the mission outlined in our charter-- making Weston a thriving town that is supportive of small and work-from-home businesses, and is rich with amenities and services that increase its value and makes it even more attractive to prospective residents while preserving the charm and natural backdrop that makes Weston so attractive.

Given the vocal concern expressed by town residents over the closing of Peter's Market and the withdrawal of the \$5 million Daniel E. Offutt III Charitable Trust offer to fund an addition to the Weston Public Library, EVC believes it important to show the town some action NOW, and, as importantly, we believe the EVC is ready to support such action.

EVC Consensus

We are prepared to present this proposal to the Board of Selectmen because the EVC has conducted considerable research of town-planning best practices, carefully reviewed past and present town planning documents, and performed extensive outreach to respective town officials and the community at large. The EVC has been united around the following general principles, including:

- Making a near term impact (Phase 1) while building toward a longer-term vision (Phase 2)
- Hastening and prioritizing the highest and best use of town owned properties
- Enlivening the center of town with community-based plans and activities

Further - in recent months due to external events - the EVC, in its discussions, has come to general agreement that the town:

- Needs more local retail business, most specifically a new grocery store, and
- Should support the revitalization of the Cobbs Mill Inn property.

Proposal to the Board of Selectmen

We propose that the Board of Selectmen take the following Phase 1 actions under their authority with immediacy and establish a process to consider the Phase 2 actions in 2021.

1. Establish a contingency Plan to Provide Suitable Town-owned Space for a Pop-Up Grocery.

Phase 1: Continue to work with the owners and representatives of 190 Weston Road, to attract new tenants and otherwise support the economic vitality of our existing commercial businesses, but announce and commit that if a new grocery store tenant does not sign a lease to take space in the Weston Town Center by July 1, 2021, the town will provide a suitable town-owned space for an entrepreneur to establish and maintain a pop-up grocery store or food market.

Phase 2: Provide a developer the opportunity to develop a parcel of town owned land with the requirement that a grocery store be provided a preferred rent within the development for the good of town

residents. The increased commercial activity - in alignment with the 2020 POCD - will create natural and economically healthy competition for the existing town center which should lead to more sustainable rents and accommodations for tenants at commercial locations in town.

2. Publicly support the current proposal for the revitalization of the Cobbs Mill Inn

Phase 1: Publicly communicate to Kleber and Sandra Siguenza that the government of the Town of Weston supports and welcomes their interest to restart commercial business activities in keeping with prior use of the Cobbs Mill Inn, and that we will endeavor to facilitate navigation of necessary Federal, State, or Municipal regulations that the Siguenza venture may encounter. Communicate to all Town Committees, Commissions, and Boards that may have jurisdiction or oversight over the Cobbs Mill Inn that they should be mindful of reducing unnecessary barriers to facilitate the purchase and use of the Inn as outlined by Mr. Siguenza. The Town should alert the Economic Vitality Committee to any objections or obstacles that may delay the opening or create excessive administrative costs for the project, and unresolved issues shall be discussed at a united solution-oriented inter-departmental forum before presenting any objections or obstacles to the Siguenzas.

Phase 2: Support – with the use of town resources – marketing and business development for restaurants, retail outlets, professional service companies, and other small businesses located in the town.

3. Publicly support and facilitate the repurposing of the current Bus Depot

Phase 1: Relocate the buses by June 30, 2021. Pending professional site inspection, proceed with the adaptive reuse of the existing structure with minimal cosmetic renovation as a Makerspace, serviced office space, community center, or community grocer. Enable this Makerspace, serviced office space, or community center, or community grocer to run as a non-profit organization on town property (much like Friends of Lachat) at a nominal rent with a stipulation that the property be open to and host events for the community at large, including students, seniors, and others. Support and coordinate this change – including allocating necessary budget and identifying a new site for Bus parking - with the Board of Education.

Phase 2: Integrate the new facility in the current depot into the future Town Center plans generally aligned to the 2020 POCD; whether it continues as a Makerspace, serviced office, community center, community grocer, or is further repurposed or even destroyed.

4. Repurpose the Parks and Recreation Building/Jarvis Site.

Phase 1: Relocate the 5 town employees working in the current Parks and Recreation Offices by June 30, 2021. Use the existing Jarvis structure with minimal cosmetic renovation as a casual community center, catering primarily to seniors from 9am to 2pm and teens from 2pm to 9pm daily. This would NOT replace the current senior center, but would augment it so that the senior community would have a place to meet during school hours, etc. Add some outdoor games and/or a large play space (e.g., volleyball, horseshoes, fire pit, corn hole, stage, etc.), along with some indoor games (e.g., PlayStation, Nintendo, Chess, Checkers, etc.). Run this as a town amenity with existing town staff and volunteer chaperones for the teen hours.

Phase 2: Consider how the community space is used and consider expansion of Jarvis structure and/or addition of new structures to accommodate that use in general alignment to the POCD.

5. Optimize the Use of the Onion Barn Property and Onion Barn.

Phase 1: Many of the people who chose Weston as their home did so because they appreciate its quirkiness and rustic charm over the fresh tarmac, perfectly manicured flower beds, and ritzy shops that define other town centers. We propose to move forward immediately with the improvement plans to the Onion Barn lot that were approved by the Board of Selectmen on July 11, 2019, and would make the grounds more appealing, serve as a gathering place, and improve emergency response. The town could then invite local farms to sell their crops, local artisans to sell their crafts, local entrepreneurs to pitch their

products, and local children to play at the Onion Barn property. This will serve as a strong indicator to prove, or disprove, that residents want to gather and shop locally, and to prove, or disprove, that businesses can thrive in Weston without paying high rents.

Phase 2: Evaluate options to install temporary structures, tents, or other designs (e.g., reference Bryant Park) that will improve those activities noted in phase 1 that are proved successful. Consider allocating funds and/or raising private funding to restore and relocate the Onion Barn to an appropriate location – potentially within the newly proposed Town Center Park. Attempt to attract an investor to develop the Onion Barn property into a permanent town space and market that reflects our town's quirkiness and rustic charm, minus the mud, in general alignment to the POCD, Historic District, and the proposed Village District guidelines.

6. Issue a Request for Proposal for the landscape design of a new Town Center Park

Phase 1: In consultation with relevant constituencies, issue a request for proposal for the landscape design of a new Town Center Park in the location designated “D” in Exhibit 1. This Park would serve as a central area for congregation, recreation, and entertainment events, and could be flanked with future retail, restaurant, or other appropriate businesses.

Phase 2: Allocate funds and/or raise private funding to install signage, lampposts, monuments, walkways, benches, trees, and additional landscaping in alignment with the existing Weston Town Green project at the Town Hall, and in accordance with the ultimately approved Town Center Park design proposal. Coordinate with the Beautification Committee, Tree Warden, and Public Works to remove brush, trees, and other structures from the east side of Weston Road opposite 190 Weston Road, and coordinate with Parks & Recreation to ensure the judicious reallocation of the Town’s remaining ball fields.

Conclusion

We view the above Phase 1 proposals as a reasonable - i.e., **achievable** – plan that can be immediately actioned and fully executed within the first six (6) months of 2021. There is more that we all want to do (e.g., integrate new retail, restaurants, and mixed used space in keeping with the POCD guidelines, support efforts to enhance the library, blanket the town with more robust cell and/or 5G coverage, add an ice-skating rink or similar seasonal recreation facilities to the Jarvis or other site, attract a minor league baseball team, and more) but we believe that these Phase 1 proposals above can be completed at a very limited cost and can be accomplished quickly with collaborative town alignment. If implemented, the progress will be measurable, impactful, and noticeable - showing our constituent residents that we are taking action in response to their raised voices, and driving momentum toward even greater positive change as outlined in the Phase 2 proposals.

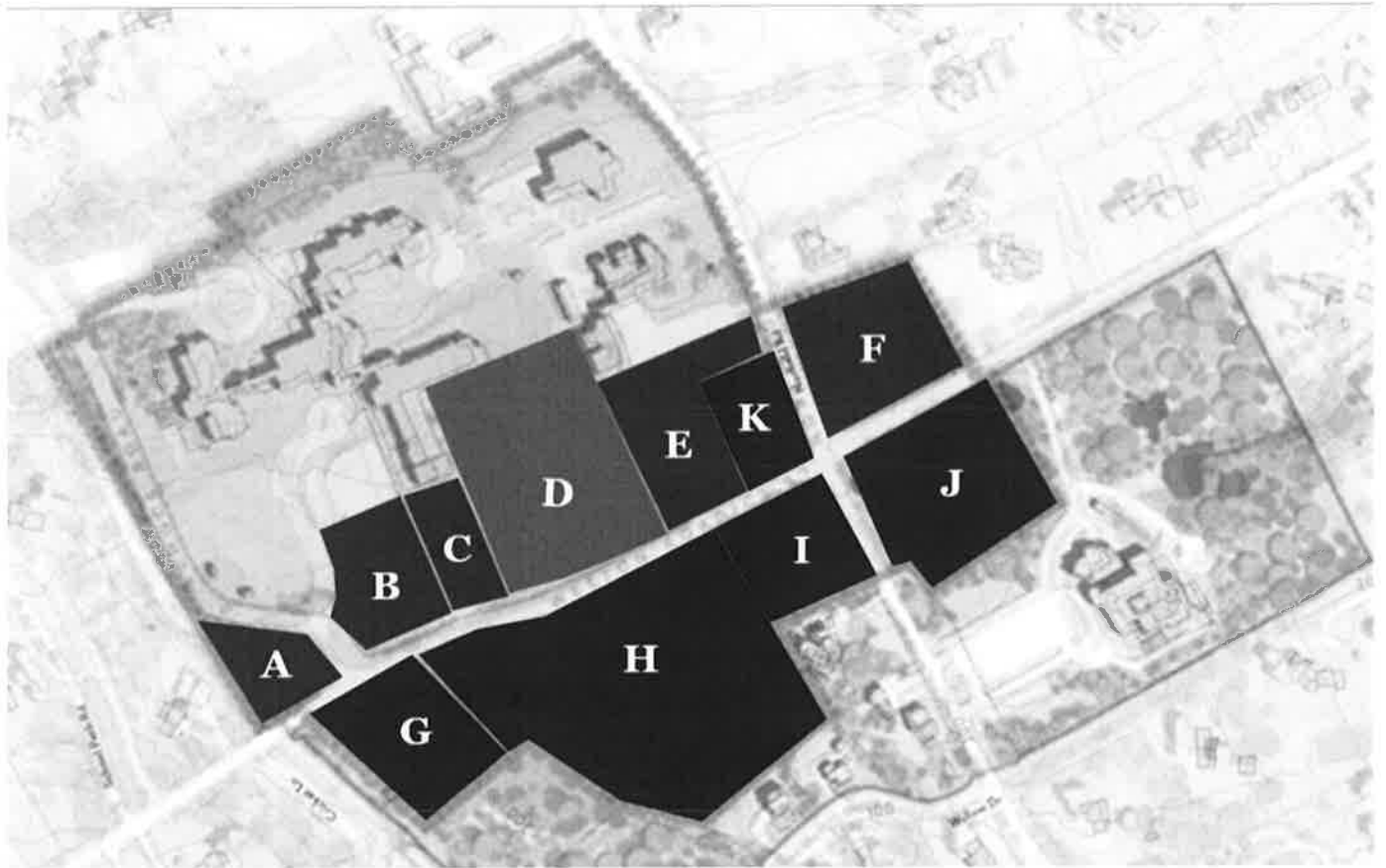
Today, we seek a clear positive and public indication of support from the Board of Selectmen for each of the 6 proposals outlined. We thank you for your consideration and support.

Respectfully,

The Town of Weston Economic Vitality Committee

Lance A. Scott
Carolyn Hill-Bjerke
Kerem Dinlenc
David Berger
Adam Klimek

Exhibit 1



- A – School Road Entry Building Site
- B – Bus Depot Building Site
- C – Ball Field Building Site
- D – New Town Center Park
- E – Onion Barn Building Site
- F – Parks & Recreation / Jarvis Building Site
- G – Noonan Property (Optional Commercial)
- H – Robinson Property – Existing Town Center
- I – Cenatiempo Property (Optional Commercial)
- J – Norfield Church Property (Optional Commercial)
- K – DiPasquale Property (Optional Commercial)

Item 6: Approval of the minutes from the Board of Selectmen Regular meeting on February 18, 2021, and Special Meetings on February 16, 23, 25, and March 1, 2021: **I move to approve the unapproved minutes from the Board of Selectmen Regular meeting on February 18, 2021, and Special Meetings on February 16, 23, 25, and March 1, 2021, as presented.**

Item 7: Adjournment: I move to adjourn

**Board of Selectmen
Regular Meeting Minutes
February 18, 2021 at 7.30pm
Meeting to be held remotely due to COVID 19**

1. **Call to order:** First Selectman Chris Spaulding called the meeting to order at 7.30pm, also in attendance were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Joseph Leone, Elizabeth Lubliner and Ted Craft

2. **Pledge of Allegiance:** The Pledge was recited.

First Selectman Spaulding made a motion to add an interview of Elizabeth Lubliner for the Survery Research Committee to the agenda: Selectwoman Nestor moved to interview Elizabeth Lubliner. Selectman Grozinger seconded this. The motion carried unanimously.

3. **Interview of Joseph Leone for appointment to the Economic Vitality Committee:** The Board of Selectmen interview Joe Leone. The Board will vote on this in an upcoming meeting.

4. **Interview of Elizabeth Lubliner for a position on the Survey Research Committee:** The Board of Selectmen interviewed Elizabeth Lubliner. The Board will vote on this in an upcoming meeting.

5. **Discussion/Decision to appoint Mary Welch Francois to the Commission on Aging Committee for a two year term to end February 28, 2023:** Selectwoman Nestor moved to appoint Mary Welch Francois to the Commission on Aging Committee for a two year term to end February 28, 2023. Selectman Grozinger seconded this. The motion carried unanimously.

6. **Discussion/Decision to appoint Zach Lemle to the Historic District Commission as an alternate for a term to end December 31, 2022:** Selectman Grozinger moved to appoint Zach Lemle to the Historic District Commission as an alternate for a term to end December 31, 2022. Selectwoman Nestor seconded this. The motion carried unanimously.

7. **Discussion/Decision to appoint Nicci Weise to the Sustainability Committee for a two year term to end February 28, 2023:** Selectwoman Nestor moved to appoint Nicci Weise to the Sustainability Committee for a two year term to end February 28, 2023. Selectman Grozinger seconded this. The motion carried unanimously.

8. **Discussion/Decision to appoint Andy Bill to the Sustainability committee for a two year term to end February 28, 2023:** Selectman Grozinger moved to appoint Andy Bill to the Sustainability committee for a two year term to end February 28, 2023. Selectwoman Nestor seconded this. The motion carried unanimously.

9. **Discussion/Decision to authorize the First Selectman to enter into an agreement with NJR Construction for the Calvary Road Bridge Replacement Project:** Town Administrator Jonathan Luiz briefly recapped the project for the Board of Selectmen. He explained that the agreement had been approved by the Town Attorney and that the next step was for the First Selectman to sign the agreement in order for the work to move forward. Selectwoman Nestor moved to authorize the First Selectman to enter into an agreement with NJR Construction for the Calvary Road Bridge Replacement Project. Selectman Grozinger seconded this. The motion carried unanimously.

10. **Approval of property tax refunds:** Selectwoman Nestor moved to approve property tax refunds totaling \$10,123.37, as presented. Selectman Grozinger seconded this. The vote carried unanimously.
11. **Approval of the minutes from the Board of Selectmen Regular meeting on February 4, 2021:** Selectman Grozinger moved to approve the unapproved minutes from the February 4, 2021 meeting, as presented. Selectwoman Nestor seconded this. The motion carried unanimously.
12. **Executive session for the purpose of discussing a potential real estate transaction:** Selectwoman Nestor moved to enter into executive session at 8.13pm with Jonathan Luiz present for the purpose of discussing a potential real estate transaction. Selectman Grozinger Seconded this. The executive session ended at 8.39pm.
13. **Adjournment:** Selectman Grozinger moved to adjourn at 8.40pm. Selectwoman Nestor seconded this. The motion carried unanimously.

Minutes submitted by:

Sara Beer, Executive Administrative Assistant

Special Board of Selectmen Meeting
Budget Meeting Minutes
February 16, 2021 at 7.30pm
Meeting held virtually due to COVID-19

1. **Call to order:** The First Selectman Chris Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectman Stephan Grozinger, Selectwoman Samantha Nestor, Finance Director Rick Darling, Town Administrator Jonathan Luiz, Superintendent Dr. Bill McKersie, WPS Finance Director Phillip Cross, Board of Education Chairman Tony Pesco, Gina Albert, Melissa Walker, Ruby Hedge, Hillary Koyner, Taffy Miller, Tracy Edwards, Lisa Wolak, Patricia Falber, Dan Doak, Laura Kaddis, Ken Craw, Daniel DiVito, Maggie Courter, Michael Del Mastro, Tammy Roberts, Matt Filip and Weston Residents.
2. **Pledge of Allegiance:** the pledge was recited.
3. **The Board of Selectmen review the Board of Education's budget request for FY 2021-2022:** First Selectman Spaulding asked questions related to programming, health insurance, technology, salary increases, general liability insurance, extracurricular transportation costs, and text books. First Selectman Spaulding asked about regionalized transportation. Dr. McKersie said they are working to problem solve with the help of neighboring towns. Board of Ed Chairman Tony Pesco mentioned that without the State's assistance it is difficult to solve.

First Selectman Spaulding mentioned the fantastic job the schools have been doing with digital learning and asked if there were ways to use these advances moving forward e.g. access to classes not available at Weston schools that are at others. Mr. Pesco, Principal Lisa Wolak and Mr. Ken Craw commented on this, mentioning that the virtual learning environment is here and it needs to be leveraged.

First Selectman Spaulding mentioned the demand from residents for pre and after school programs, saying that this would provide a great amenity for the Town. Ms. Taffy Miller and Ms. Gina Albert commented on the demand, demographics of Weston and the feasibility of this. They mentioned that this would most likely need to be a paid program run in conjunction with the Parks and Recreation Department who are well suited to run this.

First Selectman Spaulding went through the capital budget, asking which items are critical and which could be delayed. Selectwoman Nestor asked about obtaining a grant for the Air-handling system. Mr. Cross explained that he would look into this. Selectwoman Nestor asked what risks are in the budget. Mr. Pesco commented that the budget is based on the assumption that the schools would be going back to normal attendance. He said they tried to be mindful of this when creating the budget but they may have to make changes to their operating budget and go back to the Board of Finance. Selectwoman Nestor asked what emotional support there is for students post COVID. Dr. McKersie spoke about challenging areas like maintaining current personnel that are ready for an academic and emotional lag in the students, not having a head of HR during the pandemic, special-ed contingencies, social emotional issues etc. and said the budget reflects the thinking in these areas.

Selectman Grozinger asked if the Board of Education was happy with the budget process as it was or if there were room for improvement. Mr. Pesco mentioned that the district had spent a lot of time deliberating the needs for this year; he feels that a multi-year budget could be developed as a planning tool. Selectman Grozinger thanked the Board for a genuine and disciplined budget.

First Selectman Spaulding requested the group reconvene next Thursday, February 25, 2021.

4. **Adjournment:** Selectwoman Nestor moved to adjourn at 9.25pm. Selectman Grozinger seconded this. The motion carried unanimously.

Board of Selectmen Special Meeting Minutes
February 23, 2021 at 7.30pm
Meeting held virtually due to COVID 19

1. **Call to order:** First Selectman Chris Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectman Stephan Grozinger, Selectwoman Samantha Nestor, Town Administrator Jonathan Luiz, Finance Director Rick Darling and Weston Town residents.
2. **Pledge of Allegiance:** The Pledge was recited.
3. **The Board of Selectmen review the First Selectman's proposed budget request for FY 2021-2022:** First Selectman Spaulding made a PowerPoint presentation. He said the proposed BOS Operating Budget expense would be 2.73% and the proposed mill rate increase would be 2.47%. First Selectman Spaulding went over the capital funding requests. He also discussed the Town debt and mill rate history. He explained the proposed use of unassigned fund balance and also presented a multi-year plan that would improve road conditions in Weston.

Selectwoman Nestor thanked everyone for all of their hard work. She asked a number of questions on the allocated spending accounts for the sidewalk projects and the sale of the Fromson-Strassler property and potential impact of the land sale not occurring as projected. She also asked how the road paving score of 70 was determined and inquired about state reimbursement opportunities for body camera purchases. Lastly Selectwoman Nestor asked about the impact of the Board of Finance's decision to adopt the Fiscal Year 2020-21 Budget that relied on approximately \$600,000 of unassigned fund balance usage.

Selectman Grozinger thanked everyone for a very disciplined budget. He asked for details on the request for a DPW front loader replacement, and also whether there was a formal review process for Town vehicles. Selectman Grozinger also asked for clarity on the litigation costs and regionalization of other areas beyond the Westport/ Weston Health District. He advocated for the increase in Library line items saying that they made a compelling case. Library Director Karen Tatarka briefly explained the reasoning for the requests. The Board of Selectmen will discuss this further in the meeting on Thursday, February 25th.

Selectman Grozinger asked about the Police Accountability Legislation and whether there was a way to delay this. Chief Ed Henion explained that there is a statute that requires implementation by July 2022.

Bruce Lorentzen and Helen De Keizer each advocated for full time positions for Wendy Petty and Alison Lisbon.

Craig Cohen, Chief of the Volunteer Fire Department, advocated for a second installment of funding for the Self Contained Breathing Apparatus (SCBA) as well as funding next Fiscal Year for a new rescue truck. First Selectman Spaulding said that the Town should grant a mid-fiscal year supplemental appropriation in the amount of \$150,000 if the Fire Department does not have success with a pending grant application for the SCBA.

4. **Discussion/ Decision to vote on and transmit First Selectman and Board of Education proposed budgets to Board of Finance:** The Board of Selectmen will vote on this in the meeting on Thursday February 25, 2021.
5. **Discussion/Decision to nominate from the Panel of Moderators a member to serve as a moderator and a member to serve as alternate member for the Annual Town Budget Meeting:** Tabled.
6. **Adjournment:** Selectwoman Nestor moved to adjourn at 9.53pm. Selectman Grozinger seconded this. The motion carried unanimously.

The minutes were submitted by: Sara Beer, Executive Administrative Assistant

Board of Selectmen Special Meeting Minutes
February 25, 2021 at 7.30pm
Meeting held virtually due to COVID 19

1. **Call to order:** The First Selectman Chris Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Finance Director Rick Darling, Superintendent Dr. Bill McKersie, WPS Finance Director Phil Cross, Board of Education Chairman Tony Pesco, and Town residents.
2. **Pledge of Allegiance:** The Pledge was recited.
3. **The Board of Selectmen review of the Board of Education proposed budget request for FY 2021-2022 including a possible vote to recommend changes to the Board of Education's proposed budget:** \$1,143,750. First Selectman Spaulding went over capital budget items. Town Administrator Jonathan Luiz provided financial figures related to the High School Old Gym Air Handler Replacement project. Board of Education Chairman Tony Pesco and Superintendent Dr. McKersie explained that air conditioning is not a need in the High School Old Gym, and therefore the proposed air handler replacement project would not include an air conditioning component.
4. **Discussion/ Decision to vote on and transmit the First Selectman's proposed Annual Town Budget to the Board of Finance:** First Selectman Spaulding presented a proposed adjustment to the FY '22 budget document that he provided earlier this week. The adjustment would do the following: A) make the Senior Services Director full-time (37.5 per week); B) fund the Social Services Director's hours at 29.5 per week; C) set the Library's line item for *Books and Audio/Visuals* at \$99,150; and D) Fund DPW overtime at \$12,487. Library Director Karen Tatarka and Senior Services Director Wendy Petty each provided their thoughts on the proposal. Selectwoman Nestor and Selectman Grozinger expressed support for First Selectman Spaulding's proposed budget adjustment. The adjustment brings the BOS operating budget expenditures to \$14,098,026, which is an increase of 2.82% over the current fiscal year. The adjustment would result in a proposed mill rate of 2.5%.

Selectman Grozinger moved to transmit to the Board of Finance the proposed Town Budget of \$14,098,026. Selectwoman Nestor seconded. The motion carried unanimously.

Selectwoman Nestor moved to transmit to the Board of Finance the Board of Education budget as presented. Selectman Grozinger seconded. The motion carried unanimously.

Selectman Grozinger moved to transmit to the Board of Finance the Capital Budget as presented. Selectwoman Nestor seconded. The motion carried unanimously.
5. **Discussion/Decision to nominate from the Panel of Moderators a member to serve as a moderator and a member to serve as alternate member for the Annual Town Budget Meeting (ATBM):** Selectman Grozinger moved to nominate Woody Bliss as Parliamentarian and Susan Moch as Moderator for the 2021 ATBM. Selectwoman Nestor seconded this. The motion carried unanimously.
6. **Adjournment:** Selectwoman Nestor moved to adjourn at 8.26pm. Selectman Grozinger seconded this. The motion carried unanimously.

Board of Selectmen Special Meeting
Monday March 1, 2021 at 10am
Meeting held virtually due to COVID 19

1. **Call to order:** The First Selectman Chris Spaulding called the meeting to order at 10am. Also in attendance were Selectwoman Samantha Nestor and Town Administrator Jonathan Luiz, Larry Roberts, and Town Residents. Selectman Grozinger recused himself from the meeting.

2. **Discussion/decision to hire a new communications center director:** The Board of Selectmen interviewed Larry Roberts for the position of communications center director. Selectwoman Nestor moved to hire Larry Roberts with a start date of March 15 subject to an approval of a criminal background check and a psychological check. The motion passed with Selectwoman Nestor and First Selectman Spaulding voting in favor and Selectman Grozinger abstaining.

3. **Adjournment:** Selectwoman Nestor moved to adjourn at 10.16am. First Selectman Spaulding seconded this. The motion passed with Selectwoman Nestor and First Selectman Spaulding voting in favor and Selectman Grozinger abstaining.

Minutes submitted by: Sara Beer, Executive Administrative Assistant