

**Board of Selectmen
Regular Meeting Agenda
August 19, 2021 7:30 PM**

The meeting will be held remotely due to Covid.

To join via computer:

<https://us02web.zoom.us/j/83603790241?pwd=MGxVb3p4eFB0RIA4a1FSNVVTYkhqUT09>

Webinar ID: 836 0379 0241

Passcode: 115395

To join by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Discussion/ Decision to appoint Martin Mohabeer to the Board of Selectmen effective immediately for a term to end November 8, 2021
4. Discussion/Decision to accept Martin Mohabeer's resignation from the Diversity Equity Inclusion Advisory Committee effective immediately
5. Discussion/Decision to reappoint Karin Giannitti to the Beautification Committee for a term to end June 30, 2025
6. Acknowledgement of the resignation of Ruby Hedge from the Board of Education
7. Interview of Bernadette Kingsley for appointment to the Board of Education
8. Discussion/decision regarding Food Trucks on Town property
9. Public Hearing concerning the Town of Weston possibly selling to the Aspetuck Land Trust, Inc. real property commonly known as the "Fromson Strassler Property", containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS
10. Discussion/ decision to establish a Special Town Meeting for the sole purpose of discussing the following question: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS?"
11. Discussion/ decision that the following question be decided by machine ballot on Saturday, September 18, 2021 from Noon to 8 pm at the Weston Town Hall Meeting Room, 56 Norfield Road: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS? Yes / No"
12. Approval of the unapproved minutes from the Regular and Special Meetings of the Board of Selectmen held August 5, 2021.
13. Adjournment

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/ Decision to appoint Martin Mohabeer to the Board of Selectmen effective immediately for a term to end November 8, 2021: **I move to appoint Martin Mohabeer to the Board of Selectmen effective immediately for a term to end November 8, 2021**



DEMOCRATS
CHANGE THAT MATTERS

Weston Democratic Town Committee

August 2, 2021

Samantha Avery Nestor
First Selectwoman
Weston Town Hall
56 Norfield Road
Weston, CT 06883
Via email; Confirmation requested

Dear Ms. Nestor:

The Weston Democratic Town Committee endorsed:

Martin Mohabeer, for appointment to fill a vacancy on the Board of Selectmen.

Kindly consider putting this candidate on the next available Board of Selectmen's agenda.

Please advise.

Sincerely,

Sara Spaulding

Search Chair, Weston DTC

cc:

Ilene Richardson, DTC Chairman
Andrew Palladino, DTC Vice Chair
Stephan Grozinger, Selectman
Sara Beer

MARTIN MOHABEER

I graduated from Harvard with a major in Statistics and completed my MBA at Wharton Business School with a focus in risk management. My professional career began as a management consultant @ ATKearney/Mitchel Madison Group with a focus on the sourcing process (contract negotiations, change management). I transitioned to investment banking at Goldman Sachs within the financial institutions group. I was then hired by a client to work in private equity investing across a variety of industries including banking, telecom, media and entertainment.

I am running for Board of Selectman with Sam Nestor because I believe the timing is right (needed) for a team that leads by listening, asks critical questions and effectively implements the town's collective vision. As a Black man of Caribbean descent I am equally honored to be part of town's commitment to diversifying its leadership and promoting equity and inclusion to a growing multicultural community where all feel empowered, respected and motivated to actively engage in our town.

As a father of two daughters in WPS, I am vested in seeing that our kids have stellar academic exposure but equally important the emotional and social skills to be stellar citizens of the world.

I love Weston because it is the perfect blend of traditional beauty and charm that is inhabited by kind, gracious, intelligent residents who are demanding more transparency and courageous dialogue around sensitive issues. I want to be an effective collaborator on these difficult matters and create realistic agendas for growth and change.

We will do more of "the work" in public sessions with a focus on enhanced transparency and visibility in the decision making processes. We will deliver real impact with measurable outcomes on substance issues like infrastructure, bandwidth, etc.

4. Discussion/Decision to accept Martin Mohabeer's resignation from the Diversity Equity Inclusion Advisory Committee effective immediately. **I move to accept Martin Mohabeer's resignation from the Diversity Equity Inclusion Advisory Committee effective immediately.**

2:53 PM (38 minutes ago)

Martin Mohabeer

to me

Hello Sara-
Effective Aug 19, 2021, I resign from the DEI Advisory Committee. Reason: to focus full time on my appointed role of Selectman. Should my appointment not occur, this resignation should be rescinded.

Martin

On Aug 13, 2021, at 2:37 PM, Sara Beer <executiveassistant@westonct.gov> wrote:

Hi Martin,

Please could you send me an email with your resignation from the DEI Advisory Committee.

Thanks!

Sara

Sara Beer, Executive Administrative Assistant
Town of Weston
Selectmen's Office
203-222-2656

CONFIDENTIALITY(NOTICE):

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Chapter C. Town Charter

Article 7. ELECTIONS

Section 7.1. General

Nomination and election of federal and State officers, including Registrars of Voters, and of such elected positions as are provided for in the Charter shall be conducted, and the Registrars of Voters shall prepare lists of Resident Electors to vote therefor, in the manner prescribed in the General Statutes, except as hereinafter provided.

Unless otherwise provided by the Charter, election of Officers shall be held on the first Tuesday after the first Monday in November in the odd-numbered years.

Section 7.2. Voting Districts

There shall be one voting district for Town elections, and the Board of Selectmen shall provide a suitable polling place or polling places in the district.

Section 7.3. Voter Registration

Registration of voters shall be effected by a board for admission of electors in accordance with Section 9-15a of the General Statutes, which board shall consist of the Town Clerk or Assistant Town Clerk and the Registrars of Voters.

Section 7.4. Eligibility for Office

Each elected Official shall be a Resident Elector and if, for any reason, such Official ceases to be a Resident Elector, he or she shall thereupon cease to hold elected office in Town, and such office shall become vacant.

Section 7.5. Breaking a Tie

When any regular or special Town election, primary election or referendum conducted pursuant to the provisions of the Charter results in a tie, an adjourned election shall be conducted to determine who shall be elected or, in the case of a question at referendum, whether it shall be accepted or rejected. The adjourned election or referendum shall be held during the period from the seventh day to the fourteenth day after the date of the election or referendum that resulted in a tie and shall be confined to the tied candidates or issues.

Section 7.6. Vacancies

- (a) Should a vacancy occur in the office of First Selectman for any reason, the following procedure shall be followed:
 - (i) If the vacancy occurs less than six months prior to the next regular date for the biennial election of Officers, the Selectman designated under Section 5.2 as the acting First Selectman (the "Acting First Selectman") shall fill the vacancy in the office of First Selectman for the remainder of the term.
 - (ii) If the vacancy occurs six months or more prior to the next regular date for the biennial election of Officers, the Acting First Selectman shall fill the vacancy as First Selectman until a new First Selectman is elected in a special election. Such special election shall occur not more than 30 days after the vacancy in the office of First Selectman occurred.
- (b)
 - (i) Except in the case of a vacancy in the office of First Selectman, or as provided in the General Statutes and the Charter, any vacancy in an elected Town office, Board or Commission shall be filled by appointment by the Board of Selectmen for the unexpired portion of the term or until the next biennial election, whichever occurs sooner; provided, that if the person vacating the office has been elected as a member of a political party, such vacancy shall be filled by the appointment of a member of the same political party.
 - (ii) If there is a biennial election before the expiration of the term of any office in which a vacancy occurs, such office shall be filled until such election by appointment as provided in (b)(i) above, and subsequently by the election of a person to fill that office for the remaining portion of the term, and such person shall take office upon election.

Section 7.7. Removal

An elected Official may be removed from office by the Board of Selectmen upon its finding of good and sufficient cause for such removal. The Official affected by such removal process shall be given notice thereof and an opportunity to appear and be heard at a public hearing before the Board of Selectmen. Willful malfeasance, willful neglect of duty, inability to serve, conviction of a felony, abandonment of office or material violation of Article 10 or the Town's Code of Ethics, as well as any circumstance described in Section 9.10(f), shall constitute cause for removal.

5. Discussion/Decision to Reappoint Karin Giannitti to the Beautification Committee for a term to end June 30, 2025: **I move to reappoint Karin Giannitti to the Beautification Committee for a term to end June 30, 2025**

6. Acknowledgement of the resignation of Ruby Hedge from the Board of Education: **No motion**



July 30th

Donna Anastasia <danastasia@westonct.gov>

[EXTERNAL] Fwd: Resignation

1 message

Ruby Hedge <rubyhedge@westonps.org>
To: "danastasia@westonct.gov" <danastasia@westonct.gov>

Mon, Jul 26, 2021 at 2:51 PM

Hi Donna,
Just wanted to pass along my resignation letter for filing purposes.
Thanks,
Ruby

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

From: **Ruby Hedge** <rubyhedge@westonps.org>
Date: Sun, Jul 25, 2021 at 6:01 PM
Subject: Resignation
To: Lisa Wolak <LisaWolak@westonps.org>, Anthony Pesco <anthonypesco@westonps.org>, Melissa Walker <melissawalker@westonps.org>

Hi Lisa/Tony,

Please accept this letter of resignation, from the position of Board of Education member, as of July 30, 2021. As you know, we are relocating to Miami, Florida by early September. I will be spending the balance of the summer prepping for our final move.

It has been a sincere pleasure volunteering for Weston on the Board of Education. I have learned a tremendous amount from each of you. I look forward to staying in touch... and hearing all about Weston's wonderful accomplishments.

Like I mentioned, I will be around till early September. So if you need any assistance with transition, please don't hesitate to reach out.

Sincerely,
Ruby Hedge

CONFIDENTIALITY(NOTICE):

This is a staff email account managed by Weston Public Schools. This e-mail message from the Weston Public Schools, 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 Weston Public Schools domain may be subject to the Freedom of Information Act (Conn. Gen. Stat. sections 1-200 et seq.) and/or the Federal Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Thank you.

7. Interview of Bernadette Kingsley for appointment to the Board of Education:
No motion



DEMOCRATS
CHANGE THAT MATTERS

Weston Democratic Town Committee

August 2, 2021

Samantha Avery Nestor
First Selectwoman
Weston Town Hall
56 Norfield Road
Weston, CT 06883
Via email; Confirmation requested

Dear Ms. Nestor:

The Weston Democratic Town Committee endorsed:

Bernadette Kingsley, for appointment to fill a vacancy on the Board of Education.

Kindly consider putting this candidate on the next available Board of Selectmen's agenda.

Please advise.

Sincerely,

Sara Spaulding

Search Chair, Weston DTC

cc:

Ilene Richardson, DTC Chairman
Andrew Palladino, DTC Vice Chair
Stephan Grozinger, Selectman
Sara Beer

Dr. Bernadette Jones Kingsley, EdD

45 Codfish Lane
Weston, CT, 06883, USA
(914) 826-6815
KingsleyBernadette@gmail.com

EXPERIENCE

Town of Weston, Weston, CT *Survey Research*

2019

Committee Advisor

Volunteer position appointed by Weston Board of Selectmen to provide insight into instrument design and data analysis for Town Planning Survey.

The Ursuline School, New Rochelle, NY *Science Department Faculty*

2006 – 2017

Leadership & Curriculum Development

Redesigned biological science curriculums to align with Next Generation Science Standards (NGSS). Emphasis on interdisciplinary connections, STEM, hands-on activities, and problem-based learning.

Science department Lead Teacher for school-wide curriculum mapping. Worked with administrators to develop frameworks, establish guidelines, and identify timelines. Provided individualized support and feedback to colleagues regarding mapping and curriculum revisions for NGSS integration. Facilitated training on Rubicon Atlas curriculum mapping system.

Faculty peer-evaluator. Mentor for new science teachers.

Courses Taught

AP Biology, Honors Biology, Biology, Anatomy & Physiology, Health, Marine Science, Earth Science

Morgan Stanley, Purchase, NY *Analyst*

2004 - 2006

Learning & Development – Recruiting, Hiring, & Training

Worked with outside vendor to develop tools that streamlined application and hiring process for all US-based financial advisors. Emphasis on creating a uniform process that captured more qualified and diverse candidates. Integrated procedures to track equal employment opportunity data.

Led professional development webinars for branch managers on methods to optimize utility of hiring tools.

Interviewed, hired, and supervised summer interns.

Created suite of monthly reports to assist managers in meeting hiring and diversity goals.

DATA ANALYSIS SKILLS

Survey Instrument Development &
Data Collection

Exploratory Factor Analysis

Confirmatory Factor Analysis

Covariance-based – Structural
Equation Modeling

Partial Least Squares – Structural
Equation Modeling

Invariance Testing

TOOLS

SmartPLS

IBM SPSS

IBM AMOS

Survey Monkey

Microsoft Suite Excel, Access, Word,
PowerPoint

RESEARCH INTERESTS

Quantitative Methodology

Well-being & Happiness in Education

Strengths-based Interventions

Non-cognitive Achievement Factors

Effective Teaching

Human Resources – Compensation & Performance

Prepared monthly reports for CEO and senior management that tracked compensation and headcount for over 13,000 financial advisers.

Maintained database of employee demographic, employment, and salary information.

EDUCATION

Manhattanville College, Purchase, NY

Doctor of Educational Leadership

August 2020

Dissertation: Exploring the Role of Teacher Well being on Effective Practice: A Partial Least Squares – Structural Equation Modeling Analysis

Achievement: Manhattanville College Distinguished Dissertation Research Award, 2020-2021

Manhattanville College, Purchase, NY

Master of Arts Teaching: Biology 7-12

2009

Dartmouth College, Hanover, NH

Bachelor of Arts: Genetics, Cell & Developmental Biology

2003

8. Discussion/decision regarding Food Trucks
on Town property: **No motion**

Town of Weston Food Truck Information
Attention: Samantha Nestor, First Selectwoman
Tony Pizza Napolitano
16 High Noon Road
Weston Ct
06883
203-451-7172
tonypizzaweston@gmail.com

Anthony J. Kesselmark, president

Samantha,

I hope this email finds you well. I am interested in having my pizza truck service the town of Weston. I have been doing business in Weston for roughly 4 years and would love to help support the town in this project. I look forward to hearing from you and helping where I can.

Anthony

1)We are registered with the State of Ct for Sales Tax and have made timely, monthly payments. We have only our Weston/Westport Health permit which now covers Easton as well. We are in good standing with them.

2)We provide wood fired pizza only with a variety of toppings that change based on accessibility. We utilize local farms for whatever we can. We sell beverages when warranted as well. Pizzas range from \$17-\$24 for the 16 inch pies and when we do personal pizzas for certain town events we charge \$10-\$14 for them. Beverages range from \$1-\$2.

3)Certificate of Insurance attached. I would provide one with the town of Weston as an additionally insured if we partake in this.

4)Electric is preferred but not a necessity. Garbage, the same. We have been operating in the town for over three years now so it is not a problem.

5)We are open to times and days. We have Tuesday night and Wednesday nights that we currently do in Westport and Easton and do the Grange on Thursdays and Fridays but we could make some adjustments.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling, Inc. 3269 Franklin Avenue P.O. Box AC Millbrook NY 12545	CONTACT NAME: Corey Martire PHONE (A/C, No, Ext): (845) 677-3434 E-MAIL ADDRESS: cmartire@marshallsterling.com	FAX (A/C, No): (845) 677-3526
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Central Mutual Ins. Comp	NAIC # 20230
INSURED Tony Pizza Napolitano Inc 16 High Noon Road Weston CT 06883	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: CL2132497755 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8681144-10	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8681145-10	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			8681146-10	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Norfield Grange is an Additional Insured.

CERTIFICATE HOLDER The Norfield Grange 12 Goodhill Road Weston CT 06883	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Date: 8/11/21

To: Samantha Nestor
Weston First Selectwoman

Re: The Granola Bar Food Truck

Dear Ms. Nestor,

The Granola Bar Food Truck is interested in supplying and operating our Food Truck in Weston at the proposed locations: The Onion Barn, The Library, Morehouse Farm Park & Bisceglie Park. We currently service the Norfield Grange on Tuesday and Wednesday evenings serving tacos from 5pm -9pm. Additionally, our head baker is Rick Dickinson, former beloved baker at Peter's Market. We would love the opportunity to showcase his items in Weston, including his "famous" challah.

We feel there is a need to feed the kids during the school day and would especially love the opportunity to offer breakfast items such as egg sandwiches, avocado toasts, yogurt parfaits, coffee and baked goods. This is just to highlight a few items. We are equipped and capable of doing sandwiches and salads as well depending on time of day and location available.

The Granola Bar was first established in Westport in December 2013. We have become a staple of the Westport/Weston/Wilton community and beyond. The Granola Bar has locations in Westport, Greenwich, Stamford, Fairfield and Rye, NY. We would love to further serve your community.

Co-Owners and Co-CEO: Julie Mountain and Dana Noorily
julie@thegranolabarct.com cell 917-864-3575
dana@thegranolabarct.com cell 917-861-3647

TGB Restaurant Group
275 Post Road East
Westport, CT
06880
Work ph - 203-349-5202 (Westport store)

Sincerely,
Dana Noorily

Description of Business:
Food Truck

We are currently up to date with our registration as well as Westport/Weston health department.

Food Truck services - Can offer breakfast, lunch and dinner options. Will attach some photos as well as our Taco Menu we use on Tuesday/Wednesday evenings at the Norfield Grange in Weston. We do many private events as well such as birthday parties, weddings, graduations, showers, teacher appreciation etc.



No town resources required to run or operate our truck.

Food Truck Availability: 7 Days unless a private event is scheduled and as mentioned we service the Norfield Grange Tuesday/Wednesday 5pm-9pm.

Breakfast options:

Breakfast sandwich

Avocado Toast with toppings (egg, bacon, crushed red pepper, feta)

Greek Yogurt Parfait with house-made granola, berries and honey

Beverage selection: Iced tea/Iced Coffee/Lemonade/hot coffee

Pastry selection: Croissants, muffins, scones, cinnamon twist

* Taxes Included with all items and shared equally *

TACOS

Carnitas 4

Slow roasted pork with pickled onion, coriander and salsa verde

Pollo* 4

Chicken with green poblano chile salsa, avocado crema and tortas

Carne Asada* 4

Grilled Steak, pico, salsa verde and queso

Al Pastor* 4

Spit-grilled pork shoulder, apple pineapple pico and coriander

Tuna (2 per order) 10

Seared Yellowfin, Capri Cabbage Slaw

Veg Taco* 4

Charred cauliflower, roasted sweet potato, romo poblano cruda salsa, and queso

American 4

You choose of duck, carne asada or carnitas, pico de gallo, sour cream, and coriander. House-made hard-shell tortilla

BURRITO

The Cali 12

Carne asada, queso, frites, banana, pico de gallo, sour cream, spiced potatoes

Burrito Bowl 12

Carne asada, queso, banana, queso, cilantro, corn, cruda over spiced quinoa, cornmeal

QUESADILLA

Plain 6

Chicken 12

Carnitas 12

Steak 13

COMBOS

Big Plate 16

Spanish rice, apples, burrito & your choice of 3 Tacos

Serving Happy

MON TUES WED

THE Granola BAR

All Day Long

THU FRI WED

LIQUID PICK ME UPS

LATTE LUFE



- Chai latte 4.50/5.00
- Matcha latte (contains dairy).... 4.75/5.25
- Mocha latte 4.50/5.00
- Turkish latte 4.75/5.25
With vanilla, cardamom & cinnamon
- Nutella™ latte 4.75/5.25
- Turmeric latte 4.75/5.25
Turmeric and ginger with steamed milk

- Drip coffee 2.50/3
- Iced coffee 3/3.50
- Cortado 3.75
- Latte 4.00/4.50
- Cappuccino 4.00/4.50
- Americano 3.00/3.50

LESS CAFFEINE THAN COFFEE

- Lemonade 2.25/2.75
- Hot ginger tea 2.50/3.00
- Red white & blueberries 3.50/4.00
- Hot tea 2.00/2.50
- Iced tea 2.50/3.00

FRUIT, BUT LIKE MAKE IT BLEND

SMOOTHIES

VERY BERRY 9

strawberry, banana, honey, greek yogurt, milk

POWER MATCHA 11

vanilla whey protein powder*, banana, coconut oil, almond milk

THE GOOD DATE 9

dates, banana, cinnamon, almond butter, almond milk (add espresso +2)

THE MOUNTAIN 11

chocolate whey protein powder, banana, almond butter, almond milk (add espresso +2)

THE SHREK 9

kale, spinach, banana, apple, almond butter, almond milk (add avocado & blueberries +2)



GRANOLA & Parfait



YOGURT PARFAIT 9

greek, cashew (vegan) (+2), coconut yogurt (vegan) (+1) or froyo with three toppings

GRANOLA BOWL 8

choice of granola and milk with two toppings

OATMEAL OR OVERNIGHT OATS 8

overnight oats made with dates and coconut milk with two toppings

ACAI 10

organic açai, banana, blueberry, almond milk, topped with cinnamon granola (served with spoon & straw!)

GRUNCHY ELVIS 11

parfait with vanilla almond granola, almond butter, honey, banana

CHALLAH FRENCH TOAST 10

our house-made challah served with berries and syrup

AFTERNOON DELIGHT 11

parfait with vanilla almond granola, dark chocolate chunks, wild blueberry jam

SMOOTHIE ADD-ONS

- Espresso +2
- Vanilla whey protein +3
- Chocolate whey protein +3
- Unflavored pea protein +3
- Chia or flax +1

IT'S WHATEVER YOU WANT

BUILD YOUR OWN

SAUCES

- almond butter (+2)
- wild blueberry jam (+1)
- chocolate sauce
- honey
- maple syrup
- nutella™
- parm jalapeño sauce (+1)
- charred chipotle salsa
- sweet almond butter (+2)
- TGB Sauce

CRUNCHIES

- almonds (+2)
- chia seeds
- chocolate chunks
- coconut flakes
- ground flax
- walnuts (+2)

GRANOLA

- cinnamon honey
- dark chocolate
- maple bacon
- toasted coconut
- vanilla almond
- vegan grain-free

FRUIT

- apples
- avocado (+3)
- bananas
- blueberries
- cranberries
- grapes
- strawberries

PROTEIN

- bacon (+5)
- chicken (+7)
- hard boiled egg (+3)
- soft egg (+3)
- baked salmon (+10)
- sausage (+6)
- pork carnitas (+6)
- turkey (+6)
- turkey bacon (+6)
- buffalo chicken (+8)

CHEESE

- american
- cheddar
- feta
- goat
- parmesan
- swiss

VEGGIES

- avocado (+3)
- black beans
- carrots
- buffalo cauliflower (+3)
- roasted cauliflower
- cucumbers
- portobellos
- pickled onions
- red onion
- scallions
- sweet potatoes
- tomatoes
- roasted beet hummus

SO MANY CHOICES BUT YOU GOT THIS

ANYTIME AVO

Gluten Free Bread +2 • Paleo Flax Bread +2

AVO-TOAST 9

served on toasted multi-grain bread

AVO GRILLED CHEESE 11

served on grilled multi-grain with cheddar

soft egg +3
hard boiled egg +3
buffalo cauliflower +4
feta & red pepper flakes +2
apple, goat cheese & honey +4
bacon & parm jalapeño sauce +4

bacon & heirloom tomato +4,50
pork carnitas +6
turkey & TGB sauce +6
buffalo chicken +7
spinach, sweet potato, honey & hot sauce +4



EGG-CELLENT START

A Classic Way To Begin Your Day

EGG SCRAMBLE 9

three eggs scrambled with two toppings

BREAKFAST BURRITO 11

scrambled eggs, quinoa, black beans, avocado, american cheese, salsa in a grilled whole wheat wrap (add pork carnitas +2)

THE STANDARD 12

three eggs any style with bacon or sausage served with toast or greens

THE HEISENBERG 12

scrambled eggs, sausage, bacon, cheddar cheese, hot sauce in a grilled whole wheat wrap

BREAKFAST SANDWICH 6

bacon, egg & cheese on a brioche bun (replace with sausage or pork carnitas +2)

THE DANA 10

egg whites, spinach, avocado, turkey bacon in a whole wheat wrap (add sweet potato & hot sauce +2)

BETWEEN BREAD

Served With Side Salad • Gluten Free Bread +2 • Paleo Flax Bread +2

THE 203 13

chicken, bacon, cheddar cheese, mixed greens, heirloom tomato, green goddess on a brioche bun

PALEO TURKEY CLUB 14

roasted turkey, bacon, mixed greens, heirloom tomato, avocado, maple mustard aioli, served open faced on paleo-flax bread

BLACKENED SALMON 16

blackened salmon, warm quinoa, balsamic onion jam, avocado, green goddess in a whole wheat wrap

BUFFALO CHICKEN 13

chicken, cheddar cheese, parm jalapeño sauce, hot sauce, mixed greens, heirloom tomato in a whole wheat wrap
**sub buffalo cauliflower

ALMOND CHICKEN SALAD 13

chicken salad with maple bacon granola, grapes, mixed greens, heirloom tomato in a whole wheat wrap

THE RACHEL 13

grilled turkey and swiss with coleslaw and TGB sauce on marbled rye

GREENS AND THINGS

Order A Signature Salad Or Build Your Own

THE NAUGHTY COBB 15

mixed greens, chicken, hard boiled egg, feta, tomato, cucumber, maple-bacon granola, fig balsamic

BUDDHA BOWL 14

sautéed spinach, avocado, portobello mushrooms, tomato, soft egg on warm quinoa (add baked salmon +10)

TACO BOWL 16

pork carnitas, avocado, sweet potato, spiced black beans, pickled onion, salsa, parm jalapeño sauce over roasted cauliflower

MACRO BOWL 14

roasted cauliflower, beet hummus, sweet potato, goat cheese, walnuts, over sautéed kale with tahini vinaigrette

BUILD YOUR OWN

mixed greens, spinach, kale, or quinoa with four toppings (protein & premium toppings extra)

12

DRESSINGS
ALL OUR DRESSINGS ARE GLUTEN FREE!

citrus vinaigrette
fig balsamic

tahini vinaigrette
maple mustard

green goddess
oil & vinegar



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Northeast, LLC, Darton & Company 225 Main Street Westport CT 06880	CONTACT NAME: Karen Sobel PHONE (A/C, No, Ext): (203) 989-4723 FAX (A/C, No): (203) 989-4723 E-MAIL ADDRESS: karen.sobel@assured.partners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Progressive Casualty Ins. Co.</td> <td>24260</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of America	25666	INSURER B: Progressive Casualty Ins. Co.	24260	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: The Travelers Indemnity Co.	25658	INSURER E:		INSURER F:
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INSURED The Granola Bar of Fairfield, LLC The Granola Bar of Westport, LLC 275 Post Rd E Westport CT 06880														

COVERAGES **CERTIFICATE NUMBER:** CL2161073322 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6809J87782A	10/25/2020	10/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/borrowed Auto \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			04130764-3	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9J878876	10/25/2020	10/25/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB3L016942	10/25/2020	10/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured.

CERTIFICATE HOLDER Northfield Grange #146 12 Good Hill Road Weston CT 06883	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patrick A. Healy</i>
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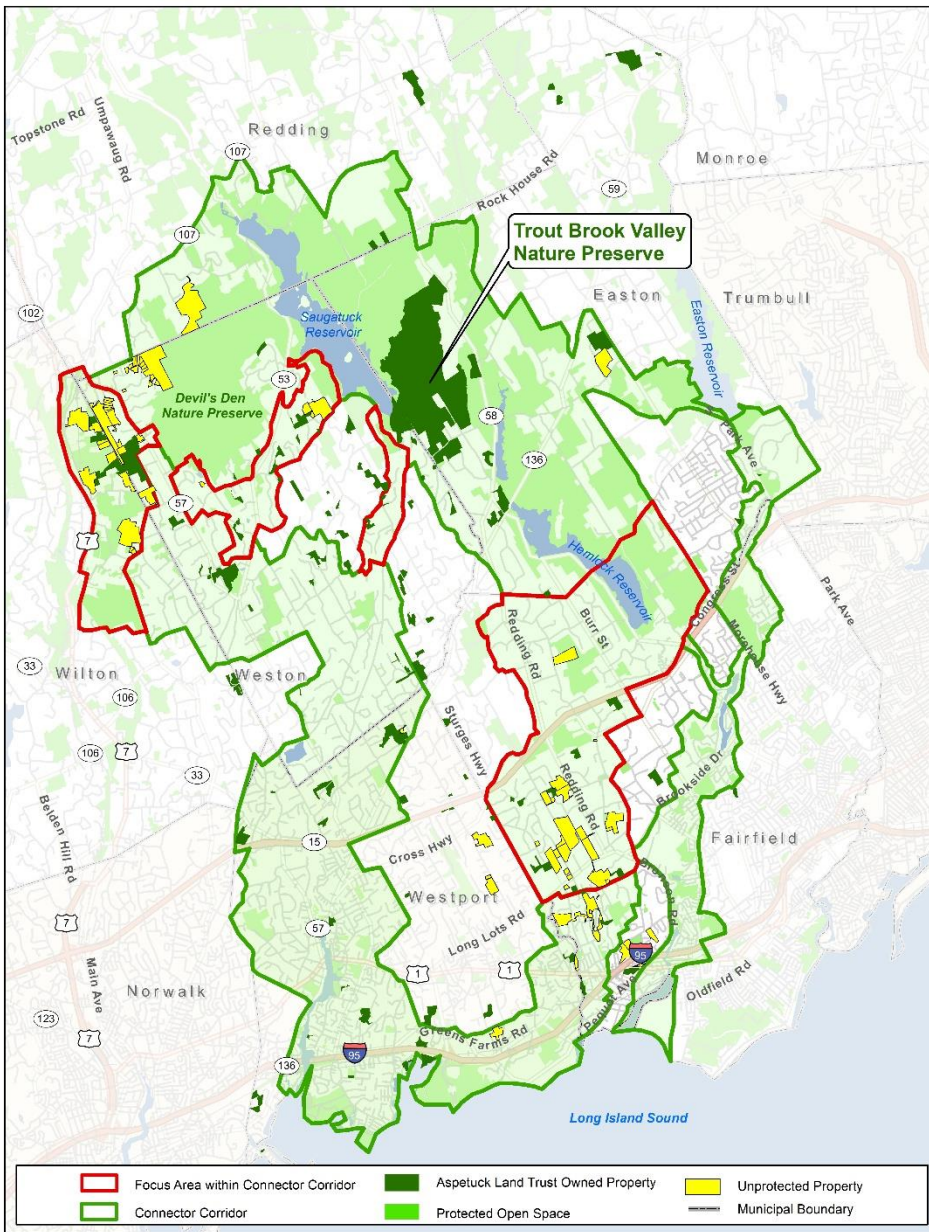
9. Public Hearing concerning the Town of Weston possibly selling to the Aspetuck Land Trust, Inc. real property commonly known as the "Fromson Strassler Property", containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS:
- I move to open a public hearing concerning the Town of Weston possibly selling to the Aspetuck Land Trust, Inc. real property commonly known as the "Fromson Strassler Property", containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS. ----- I move to close the public hearing.**

Aspetuck Land Trust Mission

The preservation and conservation of open space, including farm and forest land and the natural resources located thereon, primarily in the towns of Easton, Weston, Fairfield and Westport, for the benefit and education of the public.

Green Corridor Vision

To create a healthier community that better connects all people in the region and engages our communities in safeguarding our land, wildlife and water resources for generations to come



Weston Wilton Forest Block

Keystone property in our multi-year effort to assemble a 705-acre Forest Block on the Weston Wilton border.

Tremendous opportunity to protect a property of this size and biodiversity in Fairfield County.

Future Generations will thank us for protecting it.



Assembling a Forest Block

Recent Acquisitions create 705-acre Forest Block

- 1968 – 20-acre Andre Beaumont donation
- 2012 – 1-acre Hope Church property, Wilton Donation
- 2016 – 16-acre Odierno property, Wilton \$100,000
- 2017 – 38-acre Belknap property, Weston, \$380,000
- 2021 – 11.6-acre Fratelli Zeta property, Wilton \$115,000
- 2021 – 10-acre Montenaro property, Wilton \$617,500
- 2021 – 85-acre Fromson Strassler property, Weston \$1,143,750
- 2022 – 4.3-acre Fratelli Zeta property, Wilton 40,300



LOCAL
Tree-lighting celebration to take place outside city hall
Page A3

NEWS
SHU students help Ansonia shape its future
Page A3

BUSINESS
DAN HAAR
CEO retreat shows more a mistake
Page A4

ENVIRONMENT
Land trust adds 38 acres
Aspetuck expands preserve in Weston, Wilton

By Stephanie Kim

WESTON — Aspetuck Land Trust has announced the purchase of 38 acres of property in Weston, expanding its preserve to 705 acres. The 38-acre acquisition is part of a much larger project to preserve 400 acres of land in Weston and Wilton, Aspetuck Land Trust says.

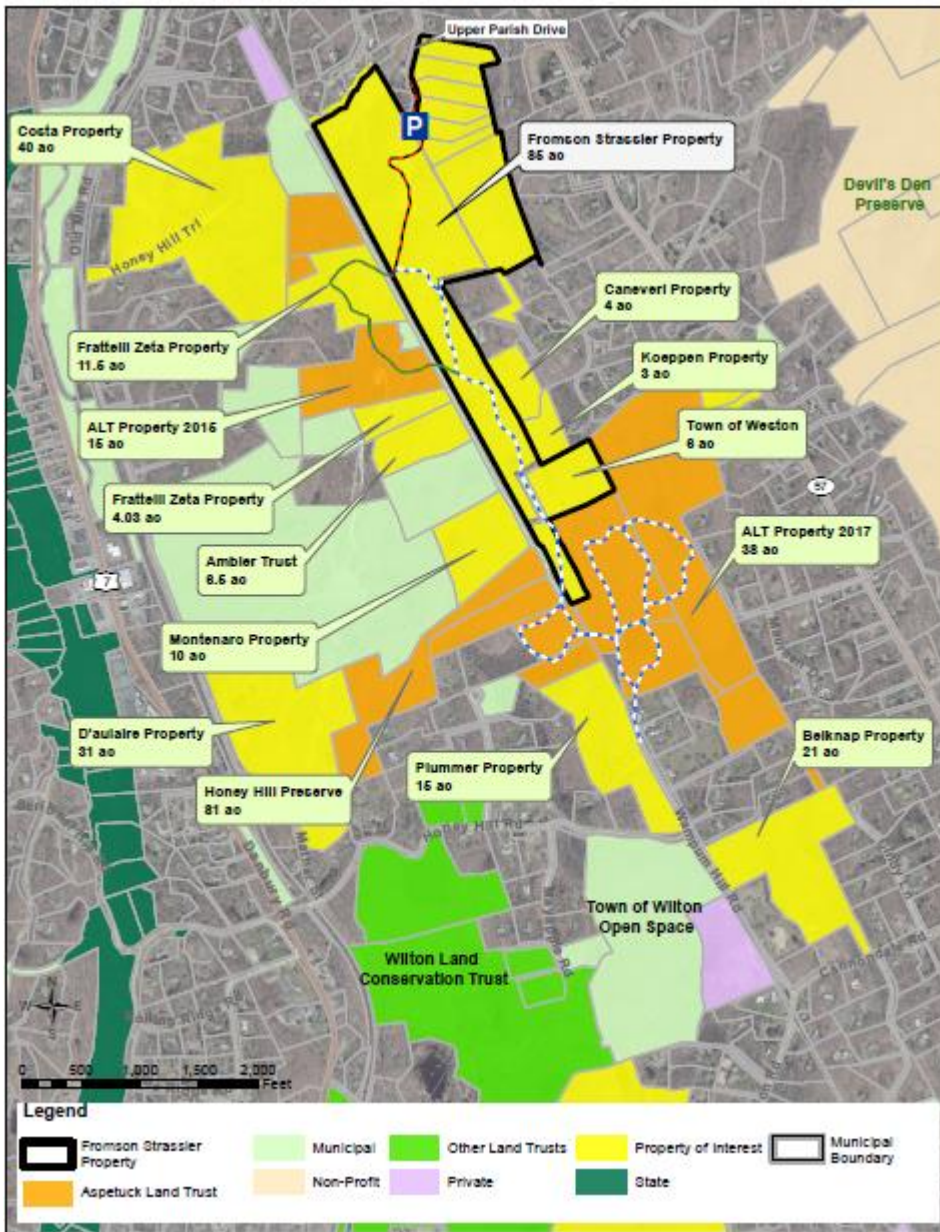
Since its founding in 1966, the trust has preserved 146,000 acres in Eastern, Fairfield, Weston and Wilton. Part of the property has been open since the 1800s and is one of the last remaining open spaces in the area.

"This is a great opportunity for us to add to our preserve," says Dan Haar, Aspetuck Land Trust's executive director. "We're really fortunate to be able to preserve it."

Aspetuck Land Trust Executive Director Dan Haar

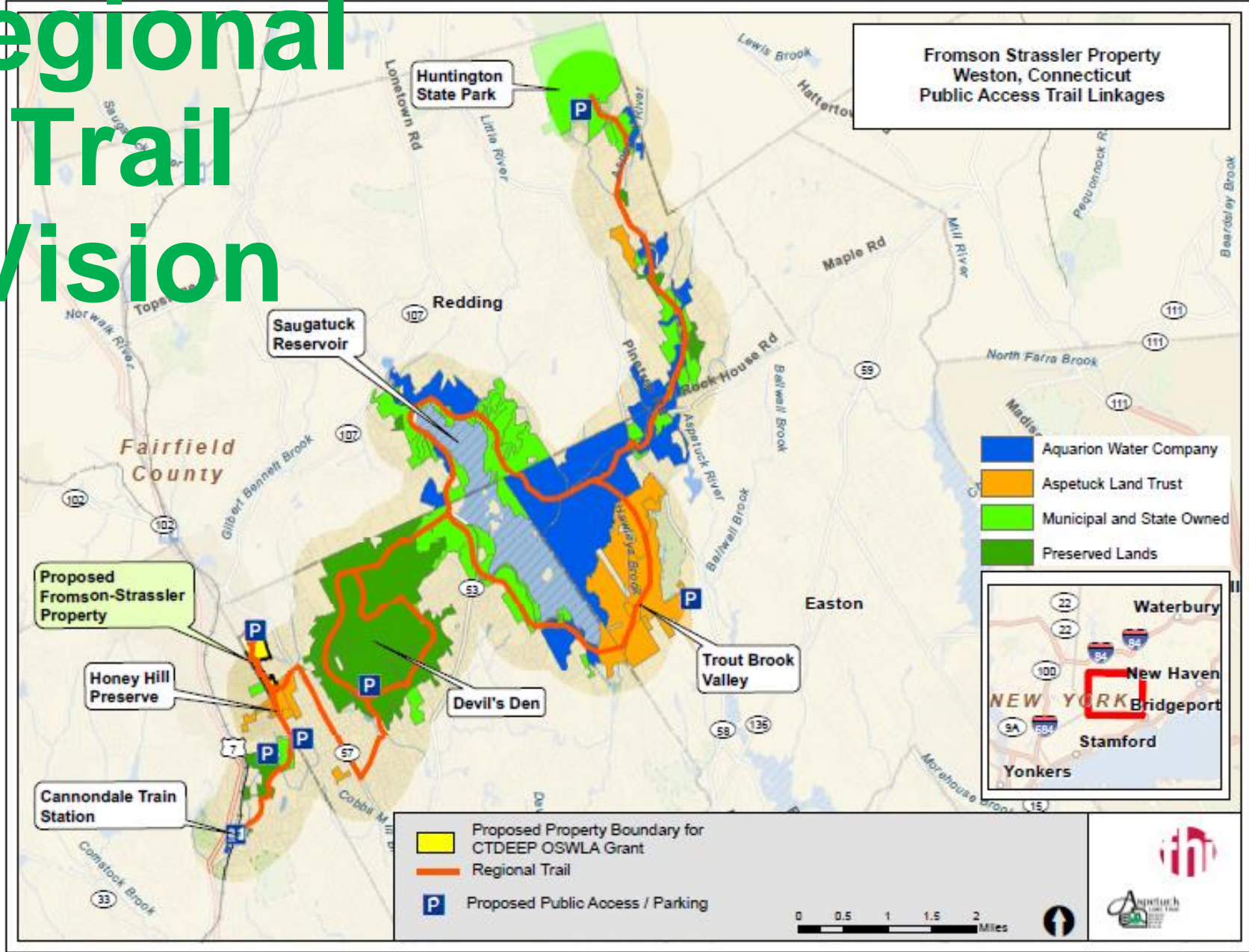
WESTON
38 acres of land added to existing 66-acre preserve. Purchase price \$365,000.
Existing New

TECHNOLOGY
ELECTION 2017



- 85-acre Fromson Strassler is the largest parcel in the Forest Block
- Will provide central trail head access from Upper Parish Drive to Forest Block
- Connects to ALT's 119-acre Honey Hill Preserve and other protected lands.
- Regional trail vision connects Forest Block to Norwalk River Valley Trail and Huntington State Park in Redding

Regional Trail Vision



Ecologically Resilient Landscape

The Weston Wilton Forest Block has been identified as an “ecologically resilient landscape” by The Nature Conservancy.

Protection of ecologically resilient landscapes are critical to offset the impacts of climate change

What makes an ecologically resilient landscape?

1. Connectivity to other protected lands
2. Groundwater quality
3. Presence of inland wetland soils
4. Proximity to rivers and streams (water attracts life)
5. Wildlife diversity (This large landscape supports a variety of different wildlife habitats including Species of Special Concern Eastern Box Turtle identified by the Connecticut Department of Energy and Environmental Protection.

Benefits of Open Space

✓ Climate Change

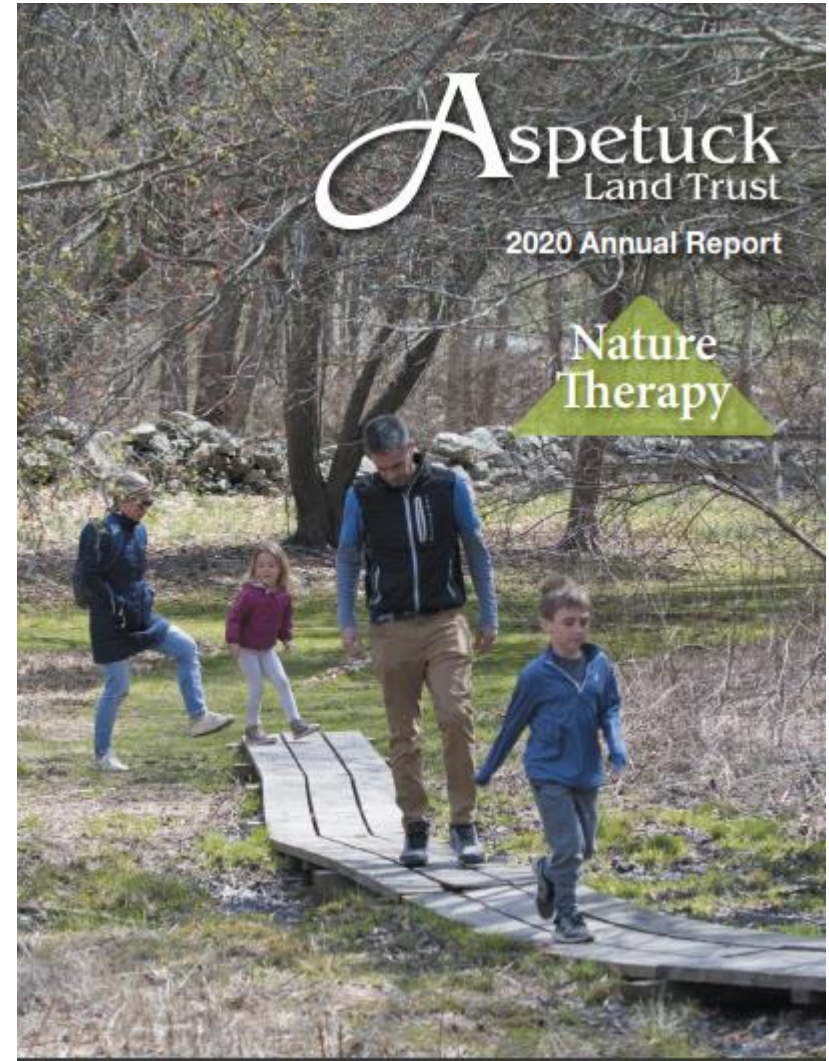
- Filters drinking water and improves water quality.
- Creates more permeable surfaces (sponge) which absorb water controlling stream flooding and property damage in increasing heavy storms which overwhelm storm sewers and streams
- Cleans the air and reduces greenhouse gases.



Benefits of Open Space

✓ Public Health

- Class GA water quality – fresh drinking water via subsurface aquifers that support residential wells
- Protects the beauty of our natural surroundings
- Physical and mental health benefits as more people get outside, exercise and talk to their neighbors.
- Provide relief and release – Trout Brook Valley, Norwalk River Valley Trail, Central Park, High Line



Benefits of Open Space

✓ Economics

- Increases property values and supports town tax base
- For every \$1 paid by a residential use, \$1.11 is used in services (Source: CT Farmland Trust)
- Cost of community services for farms or forest landowners is 0.37 cents per acre. Act 490 created to ease cost of community services burdens on town promoting agriculture and forest preservation
- Attracts people to Weston who seek public amenities like open space for enjoyment and quality of life

Benefits of Open Space

✓ Wildlife



- Unfragmented forest blocks larger than 500 acres have higher successful breeding rates of forest interior bird populations and are important for other larger vertebrates
- Multiple habitats that support diverse wildlife – upland forests, wetlands, streams, boulder talus wetlands (stay cool and wet all summer), steep slopes, ledge and rock outcrops, vernal pools, groundwater seeps draining into West Branch of Saugatuck and Mayapple Brook
- Property is home to 5 forested wetland systems totaling over 20-acres and which support “Very Important” and “Important” Species of Special Concern (CT DEEP)
 - **Herpetofauna** Eastern Box Turtle and Spotted Turtle (Very Important), Eastern Newt, Gray Tree Frog, Spotted Salamander and others
 - **Avifauna** Wood Thrush, Scarlet Tanager, Veery, Eastern Wood Pewee. 79 bird species reported from the nearby Devil’s Den Nature Preserve, a similar habitat block to the east of and proximal to the site.
 - **Plants** Hazelnut, Highbush Blueberry, Little Bluestem and others
 - **Fish** Property is considered upper perennial riverine habitat draining West Branch of Saugatuck and supports Blacknose Dace and American Eel among other species.

Sec. 7-163e. Public hearing on the sale, lease or transfer of real property owned by a municipality. (a) The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

(b) The provisions of subsection (a) of this section shall not apply to (1) sales of real property, except parkland, open space or playgrounds, if the fair market value of such property does not exceed ten thousand dollars, (2) renewals of leases where there is no change in use of the real property, and (3) the sale, lease or transfer of real property acquired by the municipality by foreclosure.

(P.A. 07-218, S. 1; 07-251, S. 1; P.A. 10-32, S. 16.)

History: P.A. 07-251 added Subsec. (b)(3) re exception for property acquired by foreclosure; P.A. 10-32 made technical changes, effective May 10, 2010.

[\(Return to Chapter
Table of Contents\)](#)

[\(Return to
List of Chapters\)](#)

Timeline of Key Events Concerning the Proposed Sale of the 85+ Acre Town-Owned “Fromson-Strassler Property”

January of 2003 – Town purchases the approximately 85 acre property for \$2,200,065 with the understanding that it would be “land banked” for future municipal use (i.e. park, municipal buildings, etc...). The Town pays for the property from the proceeds of a \$4.55 million bond anticipation note.

August of 2003 – Since the bond anticipation note was a short-term loan, the purchase of the land is financed as part of a \$35 million general obligation bond. The Final Debt Service obligation to occur in Fiscal Year 2023-2024.

April of 2018 – The Aspetuck Land Trust presents its 350+ Forest Block/Conservation Corridor Project at a public meeting held at the Weston Library. The Project map shows the Fromson-Strassler property as part of the Project.

October of 2018 – The Aspetuck Land Trust formally communicates to the Town of Weston that it has interest in acquiring the Fromson-Strassler Property for preservation purposes.

November of 2018 – Flanagan & Associates, hired by the Town of Weston, appraises the Fromson-Strassler property at \$1,030,000.

January of 2019 – The Weston Planning and Zoning Commission issues a favorable report concerning the proposed sale of the Fromson-Strassler property to the Aspetuck Land Trust.

January of 2019 – Andrews & Galbin, working on behalf the Aspetuck Land Trust, appraises the Fromson-Strassler property at \$1,520,000.

February of 2019 - Aspetuck Land Trust submits a grant application to the State of Connecticut for funding to help the Trust purchase of the property from the Town of Weston.

October of 2019: Aspetuck Land Trust receives notification that Audubon Connecticut has recommended that the Army Corp of Engineers grant \$79,000 towards the preservation of the Fromson-Strassler property via the In-Lieu Fee Program.

January of 2020 – Governor Lamont announces that the State of Connecticut has awarded a grant of \$625,000 to the Aspetuck Land Trust to help support the purchase the Fromson-Strassler property from the Town.

May of 2020 – The Aspetuck Land Trust secures all necessary private funding to purchase the Fromson-Strassler Property. The private funding includes a \$400,000 gift from the Daniel E. Offutt III Charitable Trust.

August of 2020 – T.W. Henry, working on behalf of the Land Trust, produces a comparative review of the two appraisals (Town’s appraisal and the Land Trust’s appraisal). The review explains the discrepancies between the two appraisals.

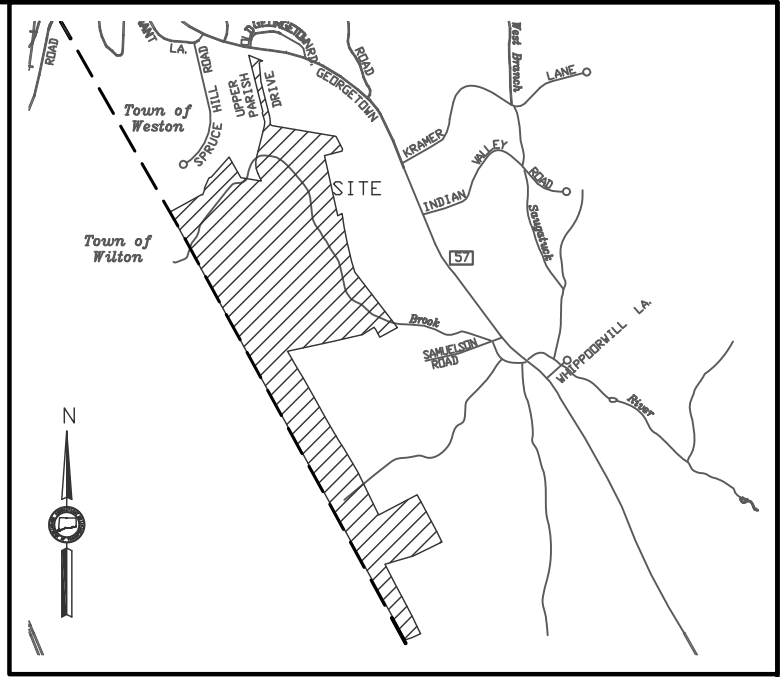
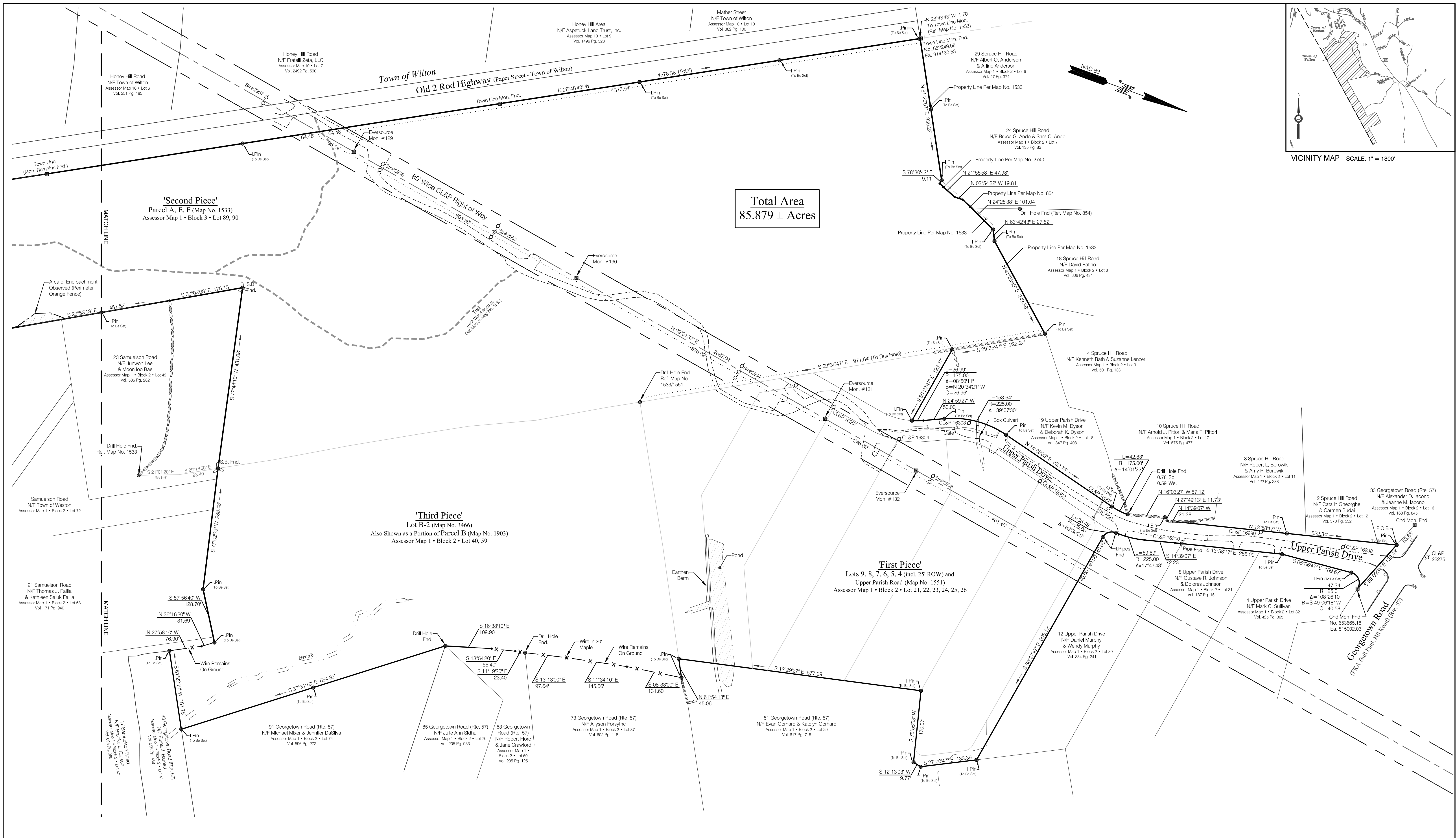
November of 2021 – A \$1,143,750 sale price tentatively agreed to by the Board of Selectmen, following consultation with the Board of Finance in executive session. The executive session featured a discussion about the two appraisals and the comparative review produced by T. W. Henry.

August of 2021 - The Weston Board of Selectmen votes to hold a public hearing on August 19, 2021 at 7:30 pm via Zoom for the purpose of soliciting public comment on the proposed sale of the property to the Aspetuck Land Trust for \$1,143,750.

Fromson-Strasler Property Acquisition 2003

Final Purchase Price - \$2,200,065

- Initially financed through a \$4.55 million bond anticipation note in January, 2003 along with the Moore property acquisition.
- Permanently financed as part of a \$35 million general obligation bond in August, 2003. Final debt service payment would occur in FY 2023-24.
- In November, 2004, \$27.5 million in principal coupons of the original 2003 issue were refinanced at a net present value savings of 3.11%. First coupon refunded was the August, 2010 payment. Final maturity date remained in FY 2023-24.
- In April, 2010, \$25.9 million in principal coupons of the 2004 refunding bond issue were refinanced at a net present value savings of 5.77%. First coupon refunded was the August, 2011 payment. Final maturity date remained in FY 2023-24.
- In November, 2018, \$6,430,000 in principal coupons of the 2010 refunding bond issue were refinanced on a taxable forward basis at net present value savings of 2.04%. First coupon refunded was the August, 2022 payment. Final maturity date remained in FY 2023-24.
- In November, 2019, the August, 2021 principal payment of \$4,220,000 was refinanced on a tax exempt forward basis at net present value savings of 2.08%. Final maturity date remained in FY 2023-24.



OCHMAN ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 76, EASTON, CONNECTICUT 06612
PHONE (203) 268-9194

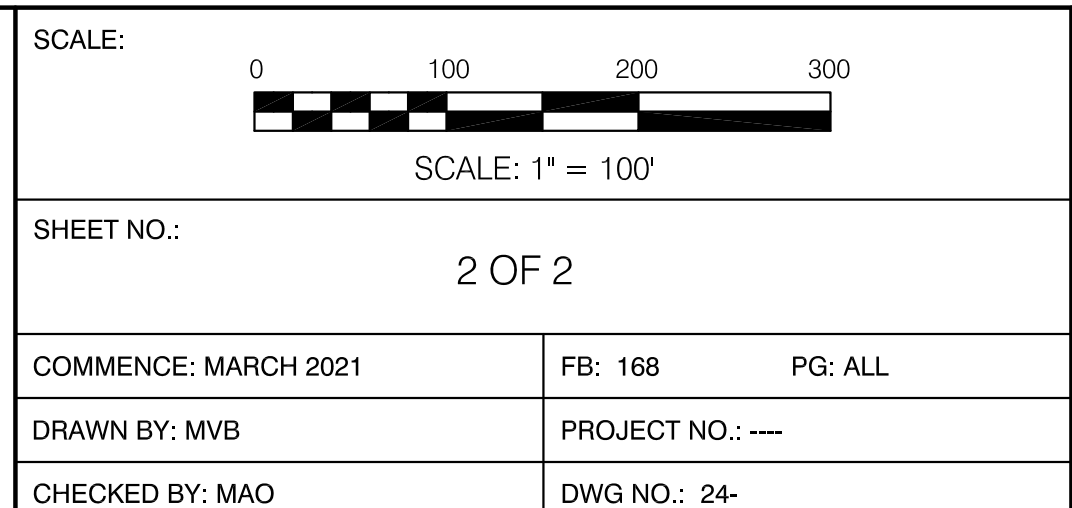
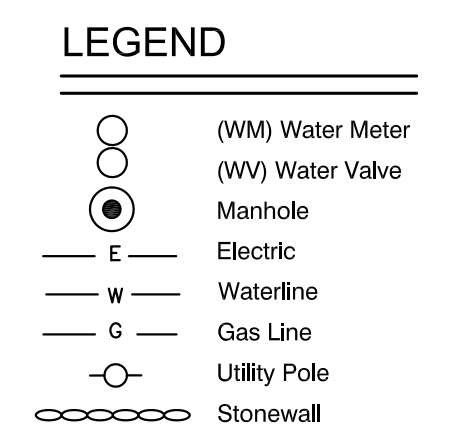
SIGNATURE | SEAL:
TO MY KNOWLEDGE AND BELIEF, THIS SURVEY AND MAP IS SUBSTANTIALLY CORRECT AND HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THRU 20-300B-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED, JUNE 21, 1995.
IT IS AN PERIMETER SURVEY BASED ON A DEPENDENT RE-SURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-1.

Mark Ochman

MARK A. OCHMAN, CT LICENSE # 24913
Not Valid Without a Live Signature & Embossed Seal

REVISIONS:

NO.	DATE	REVISION
1.		



SHEET TITLE:

PERIMETER SURVEY

- PREPARED FOR -
ASPETUCK LAND TRUST, INC.
LAND OF HOWARD A. FROMSON & DAVID STRASSLER
WESTON, CONNECTICUT
ASSESSOR MAP 1 • BLOCK 2 • LOTS 21, 22, 23, 24, 25, 26, 40, 59
ASSESSOR MAP 1 • BLOCK 3 • LOTS 89, 90, 91
JUNE 15, 2021

July 30, 2021

Metes & Bounds Description
Prepared for Aspetuck Land Trust, Inc.
Fromson/Strassler Property, Weston, Connecticut

All that certain piece or parcel of land situated in the Town of Weston, County of Fairfield, State of Connecticut, being depicted on a certain map entitled "Perimeter Survey Prepared For Aspetuck Land Trust, Inc., land of Howard A. Fromson & David Strassler, Weston, Connecticut, Sheet 1 of 1 and Sheet 1 of 2." Scale: 1" = 100', dated June 15, 2021 and prepared by Ochman Associates, Inc.; being bounded and described as follows:

Beginning at a point located on the southerly street line of Georgetown Road (fka Bull Punk Hill Road) (State Route 57) found at the northwest corner of subject parcel and 63.83' west from a CHD monument;

Thence running along the southerly street line of Georgetown Road

S 68°09'37" E 138.48' to a CHD monument and a point of curvature to the left

Thence running along land, now or formerly of, Sullivan

Arc Length: 47.34';
Radius: 25.01';
Delta: 108°26'10";
Chord Length: 40.58';
Chord BRG: S 49°06'18" W
S 05°06'47" E 169.67'

Thence running along land, each in part, now or formerly of, Sullivan, Johnson and Murphy

S 13°58'17" E 255.00'

Thence running along land, now or formerly of, Murphy

S 14°39'07" E 72.23' to a point of curvature to the right

Arc Length: 69.89';
Radius: 225.00';
Delta: 17°47'48" to an iron pipe and a point of reverse curvature to the left

Arc Length: 36.48';
Radius: 25.00';
Chord Length: 33.33' to an iron pipe

S 80°27'47" E 605.12'

Thence running along land, now or formerly of, Gerhard

S 27°00'47" E 133.39'

S 12°13'03" W 19.77'

S 75°55'53" W 170.07'

S 12°29'27" E 577.99'

N 61°54'13" E 45.06'

Thence running along land, now or formerly of, Forsythe

S 08°33'00" E 131.60'
S 11°34'10" E 145.56'
S 13°13'00" E 97.64' to a drill hole

Thence running along land, now or formerly of, Flore & Crawford

S 11°19'20" E 23.40'
S 13°54'20" E 56.40'
S 16°38'10" E 109.90' to a drill hole

Thence running along land, now or formerly of, Mixer & DaSilva

S 37°31'10" E 654.82'

Thence running along land, now or formerly of, Barnett

S 61°22'10" W 187.75'

Thence running along land, now or formerly of, Gibson

N 27°58'10" W 76.90'
N 36°16'20" W 31.69'

Thence running along land, now or formerly, each in part, of Gibson, Failla, Town of Weston and Lee & Bae

S 57°56'40" W 128.70'
S 77°02'39" W 288.48' to a stone bound

Thence running along land, now or formerly of, Lee & Bae and Allen

S 77°44'10" W 431.08'
S 30°03'08" E 175.13'
S 29°53'13" E 457.52'

Thence running along land, now or formerly of, Allen

S 27°01'00" E 91.72'
S 31°50'10" E 38.40' to a drill hole

Thence running along land, now or formerly of, Canevari

S 30°41'50" E 226.26'
S 36°57'40" E 22.05'
S 33°17'40" E 22.46'
S 24°24'40" E 15.08'
S 39°46'59" E 10.14' to a drill hole
S 30°23'48" E 250.15' to a drill hole

Thence running along land, now or formerly of, Koeppen

S 26°05'36" E 449.90' to a stone bound

Thence running along land, each in part, now or formerly of, Koeppen and Jones

N 62°11'27" E 406.20' to a wall corner

Thence running along land, now or formerly of, Belknap

S 28°38'01" E 106.30' to a drill hole

Thence running along land, each in part, now or formerly of, Belknap and Aspetuck Land Trust, Inc.

S 28°01'55" E 291.66'

Thence running along land, now or formerly of, Aspetuck Land Trust, Inc.

S 26°00'18" E 101.33' to a wall intersection

S 63°14'54" W 112.63'

S 64°24'14" W 119.35' to a drill hole

S 63°37'54" W 61.95'

S 73°36'12" W 282.24'

S 27°36'36" E 229.25' to a drill hole

S 27°00'04" E 56.68'

S 28°14'03" E 102.83'

S 28°38'13" E 116.43'

S 24°47'53" E 75.00'

S 25°58'23" E 92.88'

S 26°46'03" E 58.70'

S 65°24'27" W 82.55'

S 71°08'47" W 73.51'

Thence running along land, now or formerly of, the Town of Wilton

N 28°48'48" W 4,576.38' to a point found 1.70' east of a Town Monument

Thence running along land, each in part, now or formerly, of Anderson and Ando

N 61°20'57" E 339.22'

Thence running along land, now or formerly of, Ando

S 78°30'42" E 9.11'

N 21°55'58" E 47.98'

N 02°54'22" W 19.81'

Thence running along land, each in part, now or formerly of, Ando and Patino

N 24°28'38" E 101.04'

Thence running along land, now or formerly of, Patino

N 63°42'43" E 27.52'

Thence running along land, each in part, now or formerly of, Patino and Rath & Lenzer

N 41°25'43" E 249.36'

Thence running along land, now or formerly of, Dyson

S 29°35'47" E 222.20'

S 80°27'47" E 193.77' to a point of curvature to the left

Arc Length: 26.99';

Radius: 175.00';

Delta: 08°50'11";

Chord Length: 26.96';

Chord BRG: N 20°34'21" W

N 24°59'27" W 50.00' to a point of curvature to the right

Arc Length: 153.64';

Radius: 225.00';

Delta: 39°07'30"

N 14°08'03" E 302.74' to a point of curvature to the left

Arc Length: 42.83';

Radius: 175.00';

Delta: 14°01'22"

Thence running along land, now or formerly of, Pittori

N 16°03'27" W 87.12'

N 27°49'13" E 11.73'

N 14°39'07" W 21.38'

Thence running along land, each in part, now or formerly of, Pittori, Borowik, Gheorghe & Budai and Iacono

N 13°58'17" W 522.34' to the point of beginning

Total Area: 85.879± Acres



Planning & Zoning Commission

January 15, 2019

**REPORT ON THE SALE OF NEARLY 86 ACRES OF TOWN-OWNED LAND OFF
UPPER PARISH DRIVE, COMMONLY KNOWN AS THE FROMSON-STRASSLER
PROPERTY, TO THE ASPETUCK LAND TRUST**

Pursuant to Section 8-24 of the Connecticut General Statutes, the Weston Planning & Zoning Commission held a Special Meeting on Monday, January 14, 2019 to determine the appropriateness of the sale of nearly 86 acres of Town-owned land located off Upper Parish Drive, commonly known as the Fromson-Strassler property, to the Aspetuck Land Trust.

After presentations by the Weston Board of Selectmen, the Executive Director of the Aspetuck Land Trust, comments from several members of the public and deliberation/analysis among members of the Planning & Zoning Commission, the following motion was made:

Jane Connolly made a motion that the Commission provide a positive recommendation to the Board of Selectmen for a CGS Section 8-24 Referral with respect to the sale of nearly 86 acres of Town-owned land off Upper Parish Drive, commonly known as the Fromson-Strassler Property, to the Aspetuck Land Trust, Upper Parish Drive, as presented to the Commission. Seconded by Sally Korsh. By a 6-1 vote (opposed: Wolf), motion carried.

JAN 3:42

REAL ESTATE SALES AGREEMENT

This Agreement made as of the 26th day of May, 2021 by and between **THE TOWN OF WESTON CONNECTICUT**, a municipal corporation formed and existing under the laws of the State of Connecticut, with an address of 56 Norfield Road, Weston, Connecticut 06883 (hereinafter referred to as the **SELLER**) and **THE ASPETUCK LAND TRUST, INC.**, a non-stock corporation formed and existing under the laws of the State of Connecticut, with an address of 239 Toilsome Hill Road, Fairfield, Connecticut 06825 (hereinafter referred to as **BUYER**).

WITNESSETH:

1. **PROPERTY.** The **SELLER**, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the **BUYER** hereby agrees to purchase the real property commonly known as the **Fromson Strassler Property**, containing 85.857 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, and specifically described in Schedule A attached hereto (the "**Premises**") subject only to the Permitted Encumbrances, as such term is defined below.

2. **CONSIDERATION.** The purchase price is **ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY & 00/100 (\$1,143,750.00) DOLLARS** (the "**Purchase Price**") which the **BUYER** agrees to pay as follows:

- (a) As a part of the Deposit heretofore paid, receipt of which is acknowledged, subject to collection. If a Deposit or any portion thereof is paid to a broker or other party, Buyer directs that the Deposit shall be sent immediately to Seller's attorney (the "Escrow Agent"); \$.00

- (b) Upon the signing of this Agreement, payable to the **SELLER'S** attorney as Trustee or Escrow Agent as provided herein, receipt of which is acknowledged, subject to collection ("the Deposit"); \$.00

- (c) Upon delivery of the deed by wire or by official cashier's or bank check drawn by and upon a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available. \$1,143,750.00

TOTAL \$1,143,750.00

3. **TITLE CONTINGENCY**

- A. **BUYER** shall obtain a title search at **BUYER'S** sole cost and expense.

- B. If Buyer's examination of the title to the Premises shall reveal one or more defects to which Buyer objects in Buyer's sole judgment and, which defects render title to the Premises unmarketable, or

interfere with Buyer's intended use of the Premises, Buyer shall, on or before August 1, 2021 (the "Title Date"), give Seller written notice of same. If Buyer fails to so notify Seller of such defects within said period, Buyer shall be deemed to have accepted and approved the state of title to the Premises as of the date hereof. If Buyer does so notify Seller of such objections, Seller shall have until the date which is five (5) Business Days prior to the Closing Date to cure such defects. Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title or survey objections, and Seller shall not be deemed to have any obligation to cure unless Seller expressly undertakes such an obligation by a written notice to or written agreement with Buyer which recites that it is in response to a notice. If Seller shall not accomplish same within such period, Buyer, within five (5) Business Days after the expiration of such period, shall elect either to (i) accept a deed conveying such title as Seller can give in accordance with all of the other provisions of this Agreement upon payment of the Purchase Price; or (ii) to cancel and terminate this Agreement, whereupon this Agreement shall be terminated, and neither party shall have any further liability to the other hereunder. If Buyer shall not make an election within said period, then Buyer shall be deemed to have elected alternative (i) above.

- C. Seller shall convey and Buyer shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the Permitted Encumbrances, as such term is defined in Paragraph 7(b), below;

4. CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES]. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in an "as is" and "where is" condition. Neither SELLER nor SELLER's agents have made any representations or warranties as to the Premises on which BUYER has relied other than as expressly set forth in this Agreement.

5. DEED. The SELLER, on receiving the total Purchase Price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, a Quit Claim Deed in proper form to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, subject to the Permitted Encumbrances. The SELLER shall thereupon pay all real estate conveyance taxes, if any, and shall complete and deliver to the BUYER the conveyance tax forms.

6. CLOSING. The Purchase Price shall be tendered and the deed shall be delivered at the offices of **Berchem Moses PC, 1221 Post Road East, Suite 301, Westport, CT 06880** or at such place in Fairfield County, Connecticut, as may be designated by BUYER's lending institution on the **first day of December, 2021** at 10:00 A.M./P.M. or sooner by mutual agreement of the parties hereto (the "Closing Date").

7. TITLE. (a) The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the Closing Date as set forth in Paragraph 6, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any

existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(b) The Premises will be conveyed to and accepted by the BUYER subject to the following (the "Permitted Encumbrances"):

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the Closing Date; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal.

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Any exception to title or encumbrance accepted or deemed to be accepted by BUYER pursuant to the terms of Paragraph 3(b), above.

(ix) Such encumbrances as shown on Schedule A, if any.

(x) Such encumbrances, covenants and limitations as set forth on Schedule B, attached hereto.

8. APPORTIONMENT. If applicable, real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied.

9. DEFAULT. In the event either party defaults in its obligation hereunder, the non-defaulting party shall be entitled to pursue any and all remedies in law or in equity that such non-defaulting party elects to pursue.

10. RIGHT TO WITHDRAW. This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto and delivery of a fully executed Agreement to the Seller's attorney at the address provided hereinbelow.

11. ASSIGNMENT. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall

be void and of no effect. Consent of the SELLER to assignment may be withheld, conditioned or delayed. At SELLER's sole and absolute discretion. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

12. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided.

13. REPRESENTATIONS. Unless otherwise specified herein, none of the representations made in this Agreement including all attachments shall survive delivery of the deed, and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. SELLER shall have an affirmative obligation to notify BUYER if any of the representations in this Agreement or in all Attachments are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in Paragraph 3, above. In the event of an intentional misrepresentation, BUYER shall have available all rights in either law or equity.

14. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

15. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including interest as may be provided by law, from the other party.

16. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

17. COUNTERPARTS / FACSIMILE / ELECTRONIC MAIL/NOTICES. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.

All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as attorney-in-fact to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to BUYER's lender's requirements.

Notices to the SELLER shall be sent to:

Ira W. Bloom, Esq.
Berchem Moses PC
1221 Post Road East, Suite 301
Westport, CT 06880
Phone: (203) 227-9545
Fax: (203) 226-1641
E-mail: ibloom@berchemmoses.com and paralegal: lryan@berchemmoses.com

Notices to the BUYER shall be sent to:

G. Kenneth Bernard, Esq.
Cohen & Wolf, PC
320 Post Road West
Westport, CT 06880
Phone: (203) 341-5305
Fax: (203) 341-5302
E-mail: kbernhard@cohenandwolf.com

18. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement and specified riders or attachments hereto. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or canceled except by a written instrument signed by both parties.

19. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

21. SELLER APPROVAL CONTINGENCIES. SELLER's obligations pursuant to the Agreement are subject to and contingent upon the receipt of all necessary municipal approvals, including, but not limited to, receipt of a positive report pursuant to Connecticut General Statutes Section 8-24 and such other approvals as may be required pursuant to said General Statutes and the laws and Charter of the Town of Weston.

22. BUYER CONTINGENCIES. BUYER's obligations pursuant to this Agreement are subject to and contingent upon the completion of an A-2 survey showing the property to be substantially as described in Schedule A and containing approximately 85.857 +/- acres. Said survey shall be completed on or before June 15, 2021 and reviewed and approved by the appropriate State of Connecticut agency(ies) on or before July 31, 2021. In addition, BUYER's obligations pursuant to this Agreement are subject to and contingent upon receipt of State of Connecticut Grant funding in the amount of \$625,000 on or before November 1, 2021.

23. DATES. Notwithstanding anything in this Agreement to the contrary, the performance of any act or acts on or before any dates specifically set forth herein shall be satisfied to the best ability of the performing party. If a date cannot be met then the performing party shall notify the nonperforming party at least fifteen (15) days prior to such date. The parties agree to use reasonable efforts to negotiate a new date based on then existing circumstances.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, as of the day first above written.

**SELLER
TOWN OF WESTON**

By _____

**BUYER
ASPETUCK LAND TRUST, INC.**

By David Brant 5/25/21

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SCHEDULE A

FIRST PIECE

ALL THAT CERTAIN tract or parcel of land situated in the Town of Weston, County of Fairfield and State of Connecticut, as shown on that certain map entitled, "Subdivision of Upper Parish Woods, prepared for Thomas Cartin, Weston, Conn. Scale 1" = 100', October, 1961" certified "substantially correct", Edgar J. Fraser, Land Surveyor, which map is on file in the Weston Town Clerk's Office as Map No. 1551, to which reference is made, EXCEPTING THEREFROM, Lots 1, 2, 3, 10, 11, 12 + 13, which are not included herein, having been previously conveyed, as of record appear.

Being the same premises conveyed to said Thomas Cartin by Julia M.W. Gault, by Warranty Deed recorded in Volume 55, Page 302 of the Weston Land Records, excepting said lots referred to herein.

+

SECOND PIECE

ALL THOSE CERTAIN pieces or parcels of land, situated in the Town of Weston, County of Fairfield and State of Connecticut, and designated as those portions of "Parcel A", consisting of 45.64 Acres and "Parcel B", consisting of 2.85 Acres, both portions within the Town of Weston only, and all of "Parcel F", consisting of .60 Acres, entirely within the Town of Weston, all as shown on a certain map entitled, "Map of Property of Julia M.W. Gault, Weston and Wilton, Conn.", made by Edgar J. Fraser, Land Surveyor, dated July 1961, and on file in the Weston Town Clerk's Office as Map No. 1533.

Together with any right, title and interest in and to "Old Two Rod Highway", as may have been acquired by the current owners.

THIRD PIECE

ALL THAT CERTAIN piece or parcel of land, with the buildings thereon, situated in the Town of Weston, County of Fairfield and State of Connecticut, known and designated as "Parcel B", as shown on "Map of Property Prepared for Isabelle P. Spadaro, Weston, Conn." made by Roland H. Gardner, Registered Land Surveyor, dated Sept. 8, 1965, and on file in the Weston Town Clerk's Office as Map No. 1903, and bounded:

- NORTHWESTERLY: On land of Samuel Roberts, 659.14 feet;
- EASTERLY: On land of Gustave Kramer in part, and in part on land of Boniface E. and Victoria S. Ross, in all 684.75 feet;
- NORTHERLY: On land of Boniface E. and Victoria S. Ross, 403.85 feet;

Initialed DB 5/25/21

+ Together with any right, title and interest in and to Upper Parish Road as shown on said Map No. 1551, as may have been acquired by the current owners.

FEB-03-2003 17:07

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- EASTERLY AGAIN: On Parcel A on said map, 327 feet;
- NORTHERLY AGAIN: On said Parcel A on said map, 315.00 feet;
- NORTHWESTERLY AGAIN: On said Parcel A on said map, 31.90 feet by the arc of a curve having a radius of 20 feet;
- EASTERLY AGAIN: On the Weston road, being State Highway Route 57, 162.61 feet;
- SOUTHERLY: On Parcel D on said map, 607.75 feet;
- WESTERLY: On land now or formerly of James J. Martin, 108.69 feet;
- SOUTHERLY AGAIN: On said land now or formerly of James J. Martin, 122.70 feet;
- SOUTHWESTERLY: On Parcel C on said map, 288.48 feet;
- WESTERLY AGAIN: On land of Samuel Roberts, 1010.90 feet

Containing, according to said map, 18.918 acres.

Being the same premises conveyed to Samuel Roberts and Jerome Siobart by Isabelle P. Spadara, by Warranty Deed dated September 30, 1965 and recorded in Volume 68, Page 186 of the Weston Land Records.

LESS AND EXCEPTING THEREFROM the following parcel of land situated in the Town of Weston, County of Fairfield and State of Connecticut, known and designated as "Lot B-1", as shown on a certain map entitled, "Property Line Revision Map Prepared for HOWARD FROMSON & DAVID STRASSLER, Weston, Conn." Scale 1" = 50' dated Feb. 24, 1990, revised Oct. 2, 1990 made by Roland H. Gardner, CT Reg. No. 5179, Land Surveyor and recorded in the Weston Town Clerk's Office as Map No. 1488.

FOURTH PIECE

ALL THAT CERTAIN piece or parcel of land located in the Town of Weston, County of Fairfield and State of Connecticut, being 6 Acres, more or less, and bounded and described as follows:

- SOUTHERLY: By land now or formerly of Esther A. Millar
- EASTERLY: By land now or formerly of Wilbur Sturges; and
- NORTHERLY & WESTERLY: By unknown persons

LESS AND EXCEPTING THEREFROM all that piece or parcel of land designated as "Parcel 'F'", consisting of .60 Acres, as shown on Map No. 1533, on file in the Weston Town Clerk's Office,

RECORDED FOR RECORD
11:50 AM
FEB 5 2003
ATTENT: [Signature]
WESTON TOWN CLERK

TOTAL F. 04

SCHEDULE B

The following limitations on use shall be deemed to be Restrictive Covenants that shall run with the land and be binding on the Grantee, its successors and assigns in perpetuity. They shall survive the Closing and shall be included in the Deed from Grantor to Grantee and in all subsequent deeds, assignments, grants, or other instruments that identify the use of the Premises.

Except as set forth herein, the Premises shall be preserved in its natural state and any uses and activities shall be conducted so as to minimize the impact on such natural state.

Only passive recreational activities consistent with conservation practices shall be permitted on the Premises such as hiking, bird watching, photography, mountain biking, dog walking, beekeeping, cross country skiing and snowshoeing. Aspetuck Land Trust will determine which of these activities are allowed and appropriate for the property.

Recreational use of motorized vehicles and wildflower or plant removal is prohibited provided however that Grantee may conduct habitat improvement projects including invasive removal, improving habitat for meadow and shrubland birds and other wildlife, planting native plants and other conservation projects to protect and enhance wildlife habitat. Grantee shall be entitled to use the existing trail on the property but may improve same, relocate same and/or build additional hiking trails where appropriate and will mark all trails with trail blazes.

No structures may be constructed on the Premises provided that (i) Grantee may construct and maintain one (1) parking area on the property not to exceed a capacity for twenty (20) vehicles at the end of Upper Parish Drive which will provide public access to the property, and (ii) Grantee may construct and maintain an informational kiosk to, inter alia, post rules and make trail maps available. In addition, Grantee may locate sculptures on the property at its discretion.

The Premises shall be generally available for the non-exclusive, reasonable use of Weston residents and others subject to the foregoing prohibitions and such reasonable rules and regulations as may be imposed by Grantee from time to time.

10. Discussion/ decision to establish a Special Town Meeting for the sole purpose of discussing the following question: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS?": **I move to establish a Special Town Meeting on September 9, 2021 at 6:30 pm at the front steps of the Town Hall, 56 Norfield Road for the sole purpose of discussing the following question: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS?"**

Chapter C. Town Charter

Article 3. THE TOWN MEETING

Section 3.1. Legislative Power

The legislative power of the Town, to the extent specified in this Article, shall be vested in the Town Meeting.

Section 3.2. Annual and Special Town Meetings

- (a) An Annual Town Budget Meeting shall be held at the time, and conducted in the manner, described in Sections 9.5 and 3.3, respectively.
- (b) A Special Town Meeting shall be called by the Board of Selectmen (i) when it deems such Meeting necessary or (ii) when required by the Charter or the General Statutes.

Section 3.3. Procedure

- (a) All Town Meetings shall be called to order by the First Selectman. In the absence of the First Selectman, the Selectman designated under Section 5.2 as the acting First Selectman shall call the Meeting to order. If both the First Selectman and the acting First Selectman are absent, the First Selectman shall appoint the other member of the Board of Selectmen if available, or otherwise any other Qualified Voter, to call the Meeting to order.
- (b) The Board of Selectmen shall nominate from the Panel of Moderators a member to serve as moderator and a member to serve as alternate moderator for such Town Meeting. All reasonable care shall be taken to avoid conflicts of interests in these selections. Public Notice shall be given of the name of the member so nominated as moderator and such name shall be included in the call of the Town Meeting, if possible. Prior to the Town Meeting, such member shall meet with the First Selectman or the Board of Selectmen to discuss procedures, conduct and possible problems that might arise during the course of the Town Meeting. At the Town Meeting, other persons may be nominated as moderator, and the Town Meeting shall elect its moderator.
- (c) The moderator shall appoint a parliamentarian for the meeting.
- (d) The Clerk of the Town Meeting shall be the Town Clerk or in the Town Clerk's absence, a person selected by the Town Meeting.
- (e) Except as otherwise provided in the Charter, action at all Town Meetings shall be by a majority of Qualified Voters present and voting.

Section 3.4. When a Special Town Meeting is Required

The Board of Selectmen shall call a Special Town Meeting for consideration of the following matters:

- (a) Appropriations or authorizations for issuance of bonds, notes or other borrowing, as recommended by the Board of Selectmen and the Board of Finance, except as provided in Section 9.7(c) (relating to an interim Annual Town Budget);
- (b) The purchase, sale or leasing of real estate by the Town;
- (c) Applications for federal or State grants involving a multi—year commitment to expend Town funds that have not yet been appropriated, but only if, in the Fiscal Year in which such commitment is first incurred, the Board of Finance determines, in its discretion, that the commitment is sufficiently material to warrant a Town Meeting;
- (d) Requests for appropriations described in Section 9.9(c);
- (e) Petitions meeting the requirements of Section 3.6 or 3.7;
- (f) The proposed abolition of any office provided for in the Charter (other than an elected office), or a reduction in membership of, or abolition of, an appointed Board or Commission provided for in Article 8 of the Charter, in each case, in accordance with Section 4.2(b);
- (g) The proposed change of the position of Town Clerk from an elected office to an appointed office, pursuant to Section 6.6(c), or the proposed change of the position of Tax Collector from an appointed office to an elected office, pursuant to Section 8.6(d)(ii); and
- (h) Any proposal the Board of Selectmen deems of sufficient importance.

Section 3.5. Actions of a Special Town Meeting That May Be Decided By Machine Ballot

Any matter falling within Section 3.4 above may be decided by machine ballot (other than a matter described in Section 3.4(g), which must be decided by machine ballot):

- (a) at the discretion of the Board of Selectmen, or-
- (b) pursuant to a petition filed in accordance with Section 7-7 of the General Statutes, both in the following manner:

After other business has been completed and after adequate discussion of the matter(s) to be decided by machine ballot, the moderator shall adjourn the Town Meeting and the matter(s) shall be submitted to the Qualified Voters, not less than seven days nor more than fourteen days thereafter, for a "yes" or "no" vote on the voting machines during the hours permitted by Section 7-7 of the General Statutes. If a majority of those voting vote "yes" on a matter, the matter shall be deemed to have been adopted by the Town Meeting; otherwise it shall be deemed to have been rejected.

Section 3.6. Petition for Overrule of Action of Board of Selectmen

Any ordinance, resolution or other action taken by vote of the Board of Selectmen, except those making appointments or removals, those concerned solely with regulating their internal procedure or emergency ordinances adopted in accordance with the provisions of Section 4.5, shall be subject to overrule by a Special Town Meeting as follows:

- (a) if within 20 days after the publication of any such ordinance or the making of such resolution or the taking of such vote, a petition conforming to the requirements of Section 7-9 and 7-9a of the General Statutes and signed by not less than five percent of the Qualified Voters is filed with the Town Clerk requesting its reference to a Special Town Meeting, then the effectiveness of such ordinance, resolution or other action shall be suspended;

11. Discussion/ decision that the following question be decided by machine ballot on Saturday, September 18, 2021 from Noon to 8 pm at the Weston Town Hall Meeting Room, 56 Norfield Road: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS? Yes / No" I move that the following question be decided by machine ballot on Saturday, September 18, 2021 from Noon to 8 pm at the Weston Town Hall Meeting Room, 56 Norfield Road: "Shall the Town of Weston sell to the Aspectuck Land Trust, Inc. real property commonly known as the 'Fromson Strassler Property,' containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and 15 Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS? Yes / No"

12. Approval of the unapproved minutes from the Regular and Special Meetings of the Board of Selectmen held August 5, 2021: **I move to approve the unapproved minutes from the Regular and Special Meetings of the Board of Selectmen held August 5, 2021, as presented.**

**Board of Selectmen Special Meeting
August 5, 2021 at 7pm
Meeting held remotely due to COVID 19**

1. Call to order: First Selectwoman Samantha Nestor called the meeting to order at 7.01pm, also in attendance were Selectman Stephan Grozinger, Town Administrator Jonathan Luiz and Town Attorney Ira Bloom.

2. Executive session to discuss personnel: First Selectwoman Nestor moved to executive session at 7.02pm. Selectman Grozinger seconded this. The motion carried unanimously. Town Attorney Ira Bloom was invited to join.

3. Adjournment: First Selectwoman Nestor moved to adjourn at 7.24pm. Selectman Grozinger seconded this. The motion carried unanimously.

UNAPPROVED

**Board of Selectmen
Regular Meeting Minutes
August 5, 2021 at 7.30 pm
Meeting held remotely due to COVID 19**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 7.30pm, also in attendance were Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Martin Mohabeer, Sarah Hutchinson from the Sustainable Weston Committee, Chairwoman of the Economic Vitality Committee Carolyn Bjerke, Library Director Karen Tatarka and Town residents.
2. **Pledge of Allegiance:** The Pledge was recited.
3. **Discussion with Steve Ezzes about members of the Police Commission Possessing police badges:** This item has been tabled.
4. **Appointment of David Felton to the Board of Education for a term to end November 8, 2021:** Selectman Grozinger moved to appoint David Felton to the Board of Education for a term to end November 8, 2021. First Selectwoman Nestor seconded this. The motion carried unanimously.
5. **Appointment of James Carlon to the Planning and Zoning Commission for a term to end November 8, 2021:** Selectman Grozinger moved to appoint James Carlon to the Planning and Zoning Commission for a term to end November 8, 2021. This was seconded by First Selectwoman Nestor. The motion carried unanimously.
6. **Appointment of Michael Imber to the Board of Finance for a term to end November 8, 2021:** Selectman Grozinger moved to appoint Michael Imber to the Board of Finance for a term to end November 8, 2021. First Selectwoman Nestor seconded this. The motion carried unanimously.
7. **Appointment of Jamie Zeppernick to the Board of Finance for a term to end November 8, 2021:** Selectman Grozinger moved to appoint Jamie Zeppernick to the Board of Finance for a term to end November 8, 2021. First Selectwoman Nestor seconded this. The motion carried unanimously.
8. **Interview Martin Mohabeer for appointment to Board of Selectman for a term to end November 8, 2021:** The Board of Selectmen interviewed Martin Mohabeer for appointment to the Board of Selectmen.
9. **Discussion /decision concerning a prospective Dog Park project:** This item has been tabled.
10. **Discussion/ decision concerning food trucks on Town property:** Town Administrator Jonathan Luiz said a Request for Qualifications concerning food trucks on town property would be disseminated to the public once it was finalized. Selectman Grozinger asked about the timeline for approvals, there was a discussion on when this was feasible. The Board of Selectmen expressed interest in getting this done as soon as possible.
11. **Discussion/ decision to hold a fully remote public hearing on Thursday, August 19th, 2021 concerning the Town of Weston possibly selling to the Aspetuck Land Trust, Inc. real property commonly known as the "Fromson Strassler Property", containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS:** Selectman Grozinger moved to hold a fully remote public hearing on Thursday, August 19th, 2021 concerning the Town of Weston possibly selling to the Aspetuck Land Trust, Inc. real property commonly known as the "Fromson Strassler Property", containing 85.879 +/- acres of vacant and unimproved land and located at Upper Parish Drive, Georgetown Road and Wampum Hill Road, Weston, for the purchase price of ONE MILLION ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS. First Selectwoman Nestor seconded this. Selectman Grozinger went into detail on the background of the property. He stated that the Board of Selectmen had

concluded that this land is best used as open space. He encouraged residents to support the sale. Mr. Luiz discussed the logistics of the public hearing during the next regular meeting of the Board of Selectmen meeting scheduled for August 19th, 2021 starting at 7:30 pm. The motion carried unanimously.

12. Update on road resurfacing and sidewalk construction: First Selectwoman Nestor gave an update on the roads currently being paved, mentioning that the Town will send out as much notification on upcoming work as possible. She asked for an update on the two roads dependent on the LOTCIP grants. Mr. Luiz said that the Town was working in conjunction with the local council of governments on the LOCTIP grants, which would see paving as early as next summer. Mr. Luiz also provided a brief update on the sidewalk project, stating that the Town's consultant engineering firm Mchord Engineering is busy making changes to satisfy the Connecticut DOT. Mr. Luiz also mentioned an easement needs to be filed on the land records.

13. Discussion/ decision to request a supplemental appropriation of \$300 for an economic development survey: First Selectwoman Nestor explained what the goal of the survey and introduced Ms. Carolyn Bjerke to go into more detail. Ms. Bjerke explained that the survey program "Survey Monkey" needs a paid subscription, which is what the \$300 is for. Ms. Kristana Esslinger also provided further details. Selectman Grozinger moved to approve a supplemental appropriation of \$300 for an economic development survey, with funds to go into the Administration and Finance budget, Contractual Services, Line item #0110100-51301. First Selectwoman Nestor seconded this. The motion carried unanimously.

14. Discussion/ decision to adopt a pollinator friendly resolution: Selectman Grozinger moved to adopt the following pollinator friendly resolution:

WHEREAS pollinators are in decline due to destruction and fragmentation of habitat from development, a lack of native plants due to an increase of invasive species, inappropriate and excessive use of pesticides, and a lawn culture that promotes turfgrass monoculture which offers no benefits to pollinators and other wildlife;

WHEREAS, pollinator species such as bees, birds, butterflies, and other pollinating insects are vital to maintaining healthy and diverse ecosystems;

WHEREAS, native plants support pollinators and all wildlife in Weston and beyond by providing food and shelter; they also help prevent erosion, keep our waterways clean, restore soil health and improve the air we breathe;

WHEREAS, pollination is responsible for most of the food we eat;

WHEREAS, five native bee species are threatened, endangered, or of special concern in Connecticut, and a downward trend is seen in species diversity of bees, butterflies, birds, and many other animals;

WHEREAS, the Town of Weston is cognizant of the need for safe and healthy landscapes for its residents and habitat for important pollinators; and

WHEREAS, recent scientific research supports the benefits of restoring and reconnecting isolated patches of habitat;

NOW, THEREFORE, BE IT RESOLVED, THE TOWN OF WESTON, CONNECTICUT does hereby recognize and support the tenets of the Pollinator Pathway Northeast which are to encourage all residents to:

(1) Reduce lawn size, provide predominantly native and pollinator-supporting plants and assure a sequence of blooms from early spring through fall (see www.pollinator-pathway.org for helpful lists);

(2) Protect and enrich the soil by using organic yard-care practices and avoiding the application of synthetic fertilizers, pesticides, and treated mulch, and leave some areas of bare ground for ground-nesting bees;

(3) Follow best practices for garden clean up: clean up in the spring, allow plant heads to remain through winter to provide food for wildlife, keep plant stalks standing and leave snags of dead wood for native bees to nest,

'#leavetheleaves' on flower beds through fall and winter to provide habitat, soil nourishment and protection for overwintering pollinators; and

(4) Have a water feature, e.g., birdbath, fountain, or natural water source. First Selectwoman Nestor introduced Sarah Hutchinson to explain this in more detail. First Selectwoman Nestor seconded the motion. Selectman Grozinger suggested sending out a mailer/ digital mailer to residents to keep them up to date with this resolution. First Selectwoman Nestor was in agreement. The motion carried unanimously.

15. Approval of the minutes from the Board of Selectmen Regular meeting on July 15, 2021 and the Special meeting on July 28, 2021: Selectman Grozinger moved to accept the minutes from the Board of Selectmen Regular meeting on July 15, 2021 and the Special meeting on July 28, 2021. First Selectwoman Nestor seconded this. The motion carried unanimously.

16. Discussion/ decision to approve a revised job description for the Adult Services Library position: First Selectwoman Nestor introduced Mr. Luiz and Library Director Karen Tatarka to go into further detail on the changes recommended in the job description to reflect the current services and technology in place at the library and empowering the new person to keep abreast with current trends. Mr. Luiz highlighted sentences to be struck from the job description. Selectman Grozinger moved to approve the revised job description for the Adult Services Library position as presented deleting the sentence that begins with "maintain oversight of public equipment" and the second beginning with "participates in the weekend staff rotation." This was seconded by First Selectwoman Nestor. The motion carried unanimously.

17. Discussion/ decision to approve the Library's use of the American Recovery Act Funding: First Selectwoman Nestor introduced Ms. Tatarka to go into further detail on the funds awarded to the Weston Library of just over \$16,000. She also went over the areas that were approved list of expenses for items like Sunday cleaning, additional PPE, and lockers that contain items to be picked up by patrons. Selectman Grozinger moved to approve the Library's use of the American Recovery Act Funding. First Selectwoman Nestor seconded this. The motion carried unanimously.

18. Adjournment: Selectman Grozinger moved to adjourn at 8.21pm. First Selectwoman Nestor seconded this. The motion carried unanimously.

Minutes submitted by: Sara Beer, Executive Administrative Assistant

13. Adjournment: **I move to adjourn.**