

**Board of Selectmen & Board of Finance**

**Special Meeting Agenda**

**October 21, 2021 at 6.00 pm**

**Please click the link below to join the webinar:**

**<https://us02web.zoom.us/j/87657768205?pwd=MzhheThobkM4bHA5cUlyY1V1UUhhdz09>**

**Webinar ID: 876 5776 8205**

**Passcode: 650197**

**To join by Phone: 646 558 8656**

**Meeting held remotely due to COVID 19**

**Note - this meeting will feature Board of Finance participation for items 1 through 5.**

- 1. Call to order**
- 2. Pledge of Allegiance**
- 3. Executive Session regarding collective bargaining strategy and pending litigation**
- 4. Discussion/decision to authorize a supplemental appropriation for work on the Weston drinking water systems**
- 5. Discussion/decision to authorize a supplemental appropriation to repair damage caused by recent rain events**
- 6. Proclamation honoring former First Selectman Chris Spaulding**
- 7. Discussion about a proposed agreement between the Town of Weston and residents living near to the Lachat Town Farm, including questions and comments from the audience of citizens**
- 8. Discussion/ decision to establish a special town meeting on Saturday November 6, 2021 at 1pm at the Weston High School Athletic Stadium for the purpose of answering yes/no to the following question: "Shall the Town of Weston enter into an agreement with the Lachat Neighbors?"**
- 9. Interview of Abby Watson for a position on the Sustainable Weston Committee**
- 10. Interview Nicole Copans for a position on the Lachat Town Commission**
- 11. Interview of Vanessa Richards for a position on the Diversity Equity and Inclusion Advisory Committee**
- 12. Appointment of Ellen Crown for a position on the Beautification Committee**
- 13. Public Hearing on the adoption of a "Support Services Fee" Ordinance**
- 14. Discussion/ decision to adopt a "Support Services Fee" Ordinance**
- 15. Discussion/ decision concerning a vaccine mandate at the Senior Center**
- 16. Approval of the minutes from the Board of Selectmen Regular meeting on September 2, 2021, and the Special Meetings on October 7, 2021 and October 14, 2021.**
- 17. Adjournment**

# **DRAFT MOTIONS FOR THE 10/21/21 JOINT BOS & BOF MEETING**

1. Call to order: **no motion**
2. Pledge of Allegiance: **no motion**
3. Executive Session regarding collective bargaining strategy and pending litigation: **I move to enter into executive session with members of the Board of Finance, Town Administrator Jonathan Luiz, Finance Director Richard Darling, Town Attorney Ira Bloom, Attorney Chris Hodgson, and Attorney Doug LoMonte, to discuss collective bargaining strategy and pending litigation**
4. Discussion/decision to authorize a supplemental appropriation for work on the Weston drinking water systems: **I move to authorize a supplemental appropriation of \$133,700 for work on the Weston drinking water systems, as proposed.**
5. Discussion/decision to authorize a supplemental appropriation to repair damage caused by recent rain events: **I move to authorize a supplemental appropriation of \$264,680 for the purpose of repairing damage caused by recent rain events at Valley Forge Road and Newtown Turnpike.**
6. Proclamation honoring former First Selectman Chris Spaulding: **no motion**
7. Discussion about a proposed agreement between the Town of Weston and the Friends of Lachat, Inc. and also with residents living near the Lachat Town Farm, including questions and comments from the audience of citizens: **no motion**
8. Discussion/ decision to establish a special town meeting on Saturday November 6, 2021 at 1pm at the Weston High School Athletic Stadium for the purpose of answering yes/no to the following question: "Shall the Town of Weston enter into an agreement with the Lachat Neighbors **"Shall the Town of Weston enter into a settlement agreement with the Friends of Lachat, Inc. and Jennifer Gruen, David Gruen, Julia Sears, and David Ambrose?"** Said agreement to be made available in the Town Clerk's office for inspection by the public.
9. Interview of Abby Watson for a position on the Sustainable Weston Committee: **no motion**
10. Interview Nicole Copans for a position on the Lachat Town Commission: **no motion**
11. Interview of Vanessa Richards for a position on the Diversity Equity and Inclusion Advisory Committee: **no motion**
12. Appointment of Ellen Crown for a position on the Beautification Committee: **I move to appoint Ellen Crown to the Beautification Committee for a term to end December 31, 2025.**
13. Public Hearing on the adoption of a "Support Services Fee" Ordinance: A) **I move to open the public hearing concerning the adoption of a "Support Services Fee" Ordinance.** B) **I move to close the public hearing concerning the adoption of a "Support Services Fee" Ordinance.**
14. Discussion/ decision to adopt a "Support Services Fee" Ordinance: **I move to adopt the "Support Services Fee" Ordinance, as proposed.**
15. Discussion/ decision concerning a vaccine mandate at the Senior Center
16. Approval of the minutes from the Board of Selectmen Regular meeting on September 2, 2021, and the Special Meetings on October 7, 2021 and October 14, 2021: **I move to approve the unapproved minutes of the Board of Selectmen meetings held on September 2, 2021, October 7, 2021 and October 14, 2021, as presented.**
17. Adjournment: **I move to adjourn.**

1. Call to order: **no motion**
2. Pledge of Allegiance: **no motion**
3. Executive Session regarding collective bargaining strategy and pending litigation: **I move to enter into executive session with members of the Board of Finance, Town Administrator Jonathan Luiz, Finance Director Richard Darling, Town Attorney Ira Bloom, Attorney Chris Hodgson, and Attorney Doug LoMonte, to discuss collective bargaining strategy and pending litigation**

4. Discussion/decision to authorize a supplemental appropriation for work on the Weston drinking water systems: **I move to authorize a supplemental appropriation of \$133,700 for work on the Weston drinking water systems, as proposed.**

**10/19/2021**

Weston Water Systems: Summary of proposed work requiring immediate approval and/or funding.

### **Ravenwood Water System**

**Job 1 for \$35,000** – project associated with Connecticut State Department of Public Health (DPH) Consent Order for Corrosion Control. Work completed. Project Approved by DPH on 09-10-2021. See attached invoice.

**Job 2 for \$34,500** – Take old pressure tank off line.

The existing hydropneumatic tank, which appears to be original to the system, presents a safety risk. In 2019, the DPH mandated an Assessment of all tanks in the state, as a result of an incident regarding a rupture and virtual explosion of a tank in 2018. The safe design life of these tanks is typically 30 years. I expect we have exceeded that already.

If the tank ruptures, damage could occur to the station or to personnel in the station. We recommend taking the tanks out of service now. All new materials to be installed can be used in the future if the station undergoes a major overhaul or a complete upgrade.

The costs estimate is broken down below. This work is needed in order to get the old tank off line, maintain water service during the job, and maintain compliance with the DPH regarding flow rates and controls. We have retrofitted numerous small water system stations this way over the past 10 years.

2 New Booster Pumps - 5HP – 40 gpm each:	\$7,000
2 Booster VFDs - 5HP - 3phase:	\$8,000
2 WX350 tanks with manifold:	\$4,000
Piping – materials	\$3,500
5 days of Labor at \$2,000 per day:	\$10,000
Contingency:	\$3,000

### **School / Municipal Water System**

**Job 1 for: \$34,500** – Take old pressure tank off line.

The existing hydropneumatic tank, which appears to be original to the system, presents a safety risk. In 2019, the DPH mandated an Assessment of all tanks in the state, as a result of an incident regarding a rupture and virtual explosion of a tank in 2018. The safe design life of these tanks is typically 30 years. I expect we have exceeded that already. The tank at the Municipal system has started to show signs of leakage at the welds. Failure will follow sooner than later. If the tank ruptures, damage could occur to the station or to personnel in the station. We recommend taking the tanks out of service now. All new materials to be installed can be used in the future if the station undergoes a major overhaul or a complete upgrade.

The costs estimate is broken down below. This work is needed in order to get the old tank off line, maintain water service during the job, and maintain compliance with the DPH regarding flow rates and controls. We have retrofitted numerous small water system stations this way over the past 10 years.

Reconfiguration of 2 existing booster pumps:	\$2,000
2 Booster VFDs - 3phase - 10+ HP:	\$12,000
2 WX350 - tanks with manifold:	\$4,000
Piping – materials:	\$3,500
5 days of Labor at \$2,000 per day:	\$10,000
Contingency:	\$3,000

**Job 2 for \$29,700** – Conduct water quantity and water quality tests on Well 3 and Well 4 in order to be able to plan for long-term capital costs. This testing requires intense pumping of the wells over a 72 hour period. The intense pumping could stress the existing well pumps to the point of failure. Therefore, it is recommended that prior to testing, the existing old well pump systems be replaced with new pump systems. The installation of the new pump systems would include the installation of a new well station manifold and meters.

The well pump work would be performed one well at a time, with the other well staying on line so there is no interruption in service to the system. The 40,000 storage capacity allows for shut-down periods as well during the station piping work. This includes: 1) removal of the pump, motor, pipe and wire; 2) Measuring the well depth and water level to determine proper well pump size and setting; 3) Installing a new 30 gallon per minute submersible pump systems at depths to be determined; 4) Performing a yield test on the wells; 5) Running basic water quality bacteria, chemical and physical parameters; 6) Replacing well station meters and piping as needed to perform accurate well testing and running.

The Well 3 water meter is old and not working, and Well 4’s meter is likely inaccurate. The piping and valves associated with the wells manifold have deteriorated. The entire configuration is a poor design.

The estimated cost for this work is based on a 300 foot pump setting. A cost breakdown is below.

New well pumps, piping, pump motor, wiring:	\$11,000
Station materials including piping, valves, meters:	\$3,500
Labor, including 2 techs at 4 days with trucks and hoist:	\$8,000
Yield testing and Water Quality Sampling:	\$4,500
Contingency:	\$2,700

It is very possible that the work will be done in a shorter time, and less material will be needed if the depths are less. If we find that wells are actually 400 to 500 feet deep however, additional time and materials may be required.

# Water System Solutions & Design, Inc.

**P.O. Box 180  
740 Thomaston Road  
Watertown, CT 06795-0180**

**TEL: 860-274-8853  
FAX: 860-274-9648  
watersyssol@msn.com**

**Bill To:**

**Weston Town Administrator  
56 Norfield Rd  
Weston, CT 06883**

<b>Date</b>	<b>Invoice</b>
<b>9/1/2021</b>	<b>97284</b>

	P. O. Number or Job Location	Terms	Due Date	Account #	Project
	<b>Ravenwood System</b>	10 days	<b>9/11/2021</b>		
Description			Qty	Rate	Amount
OCCT Plan Execution & Installation  September 1, 2021 Completion of full installation for DPH Consent Order work to comply with Approved OCCT Plan, to address corrosion in the drinking water and copper exceedances in 2018.  Removed old feedpumps, barrels, mechanical, piping, valves, electrical. Installed all new feedpumps, meters, analyzer, recorder, alarms, controls, piping, tanks, electrical as required and proposed in letter dated 6/15/21 (attached)					
120V Paced Chemical Feedpump with meters			3	2,300.00	6,900.00
120V Paced Feedpump Set /Spare			1	2,300.00	2,300.00
ATI pH Analyzer & Chart Recorder			1	6,200.00	6,200.00
Day Tanks - 35 gallon each			3	240.00	720.00
Containment Skids			3	160.00	480.00
Control and Alarms Upgrades/Controls			1	3,300.00	3,300.00
Piping/ Valves/Materials			1	1,200.00	1,200.00
Retention/Mixing Tank			1	900.00	900.00
Electrical Materials/Control Panel			1	2,100.00	2,100.00
Submitted completion documents to DPH on September 1, 2021					
Crew of 2 Operators - Technical installation/Service work on water system as required			47	200.00	9,400.00
Ron Black - supervisory/consulting/technical service for operations and work on water system.			6	150.00	900.00
			<b>Subtotal</b>		<b>\$34,400.00</b>
			<b>Sales Tax (0.0%)</b>		<b>\$0.00</b>
			<b>Total</b>		<b>\$34,400.00</b>
			<b>Payments/Credits</b>		<b>\$0.00</b>
			<b>Balance Due</b>		<b>\$34,400.00</b>

***State of CT DPH-Certified Operators  
Design-Build-Consulting for Public Water Systems***

5. Discussion/decision to authorize a supplemental appropriation to repair damage caused by recent rain events: **I move to authorize a supplemental appropriation of \$264,680 for the purpose of repairing damage caused by recent rain events at Valley Forge Road and Newtown Turnpike.**



TOWN of WESTON, CONNECTICUT



Incorporated 1787

Department of Public Works

October 14, 2021

Town of Weston  
Town Administrator's Office  
Attention: Jonathan Luiz  
56 Norfield Road  
Weston, CT 06883

Re: Newtown Turnpike, Valley Forge Road  
Slope Destabilization

Jonathan:

As I have discussed with you the two problem areas we have on Newtown Turnpike and Valley Forge Road concerning slope destabilization need to be addressed as soon as possible. The area in question on Newtown Turnpike is across from house number 71 where the edge of the gravel roadway has given way. This section of roadway borders the West Branch of the Saugatuck River. The area on Valley Forge Road with the same type of condition is just south of Godfrey Road East (see enclosed maps and cost pricing to complete the work). This section of roadway borders the Saugatuck Reservoir.

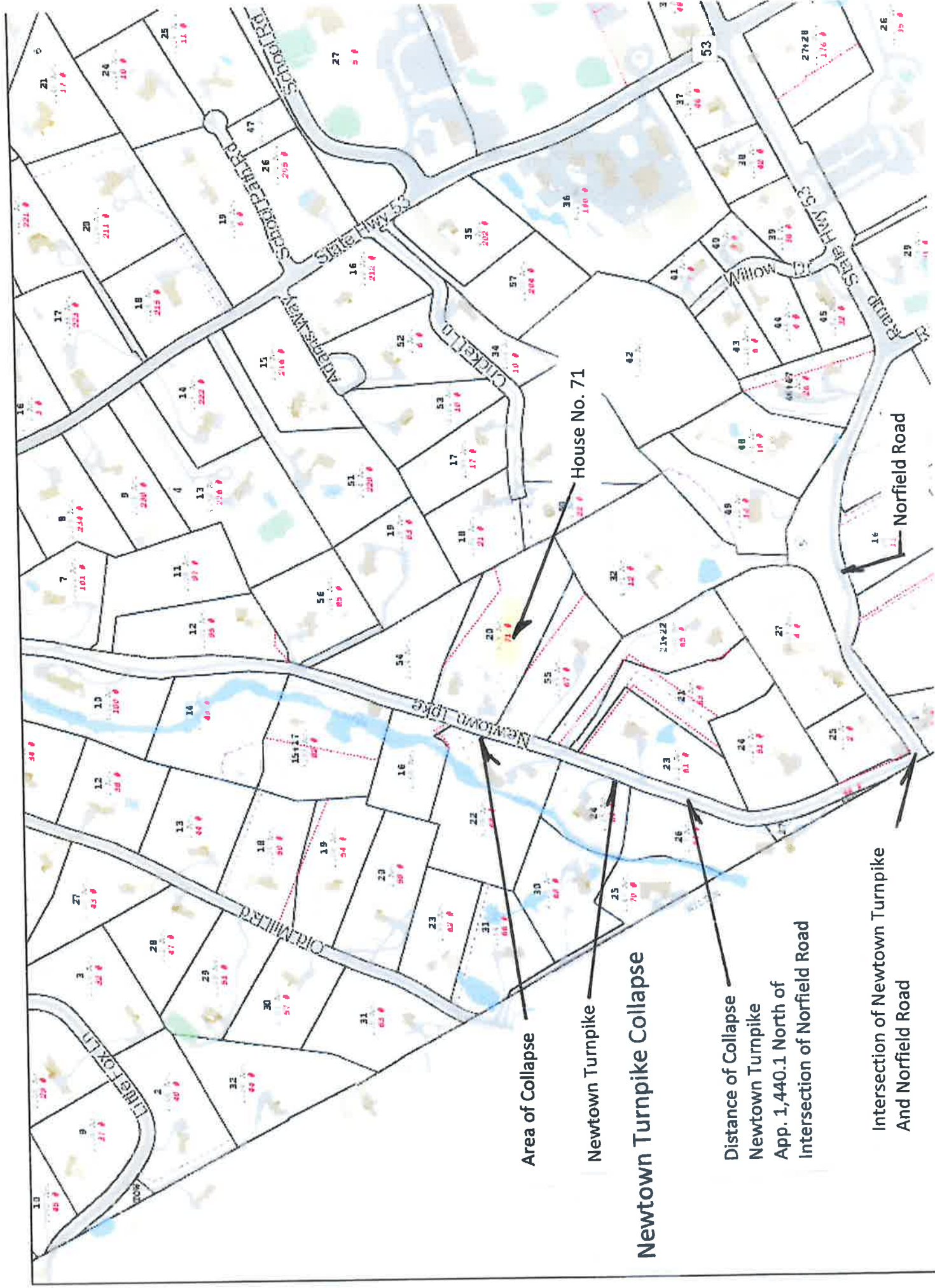
These two roads are traveled by school buses and large trucks. The weight of these vehicles can cause further destabilization of the eroded slope possible causing a serious accident. If these areas are not corrected soon then I may have to close one lane in the area of erosion to prevent an accident. As vehicles travel over these areas the slope will continue to destabilize. There are other potential areas of further slope destabilization on Newtown Turnpike. Next week I'm meeting with the shoring company to obtain prices to address these areas.

It is my recommendation the town act quickly to repair the road slopes of the two areas mentioned above.

A handwritten signature in cursive script, reading "John Conte".

John Conte P.E.

# Town of Weston, CT



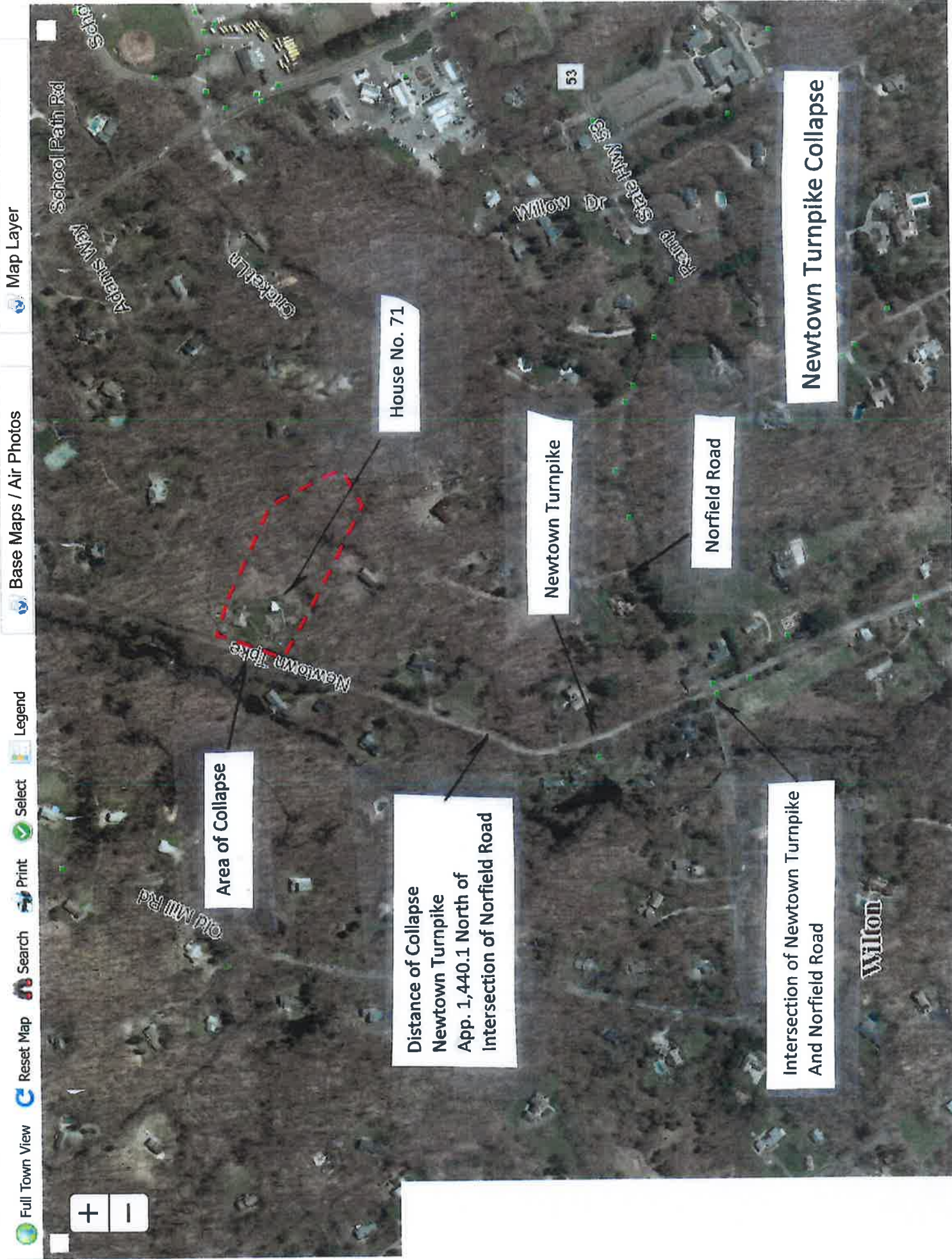
Area of Collapse

Newtown Turnpike

Newtown Turnpike Collapse

Distance of Collapse  
Newtown Turnpike  
App. 1,440.1 North of  
Intersection of Norfield Road

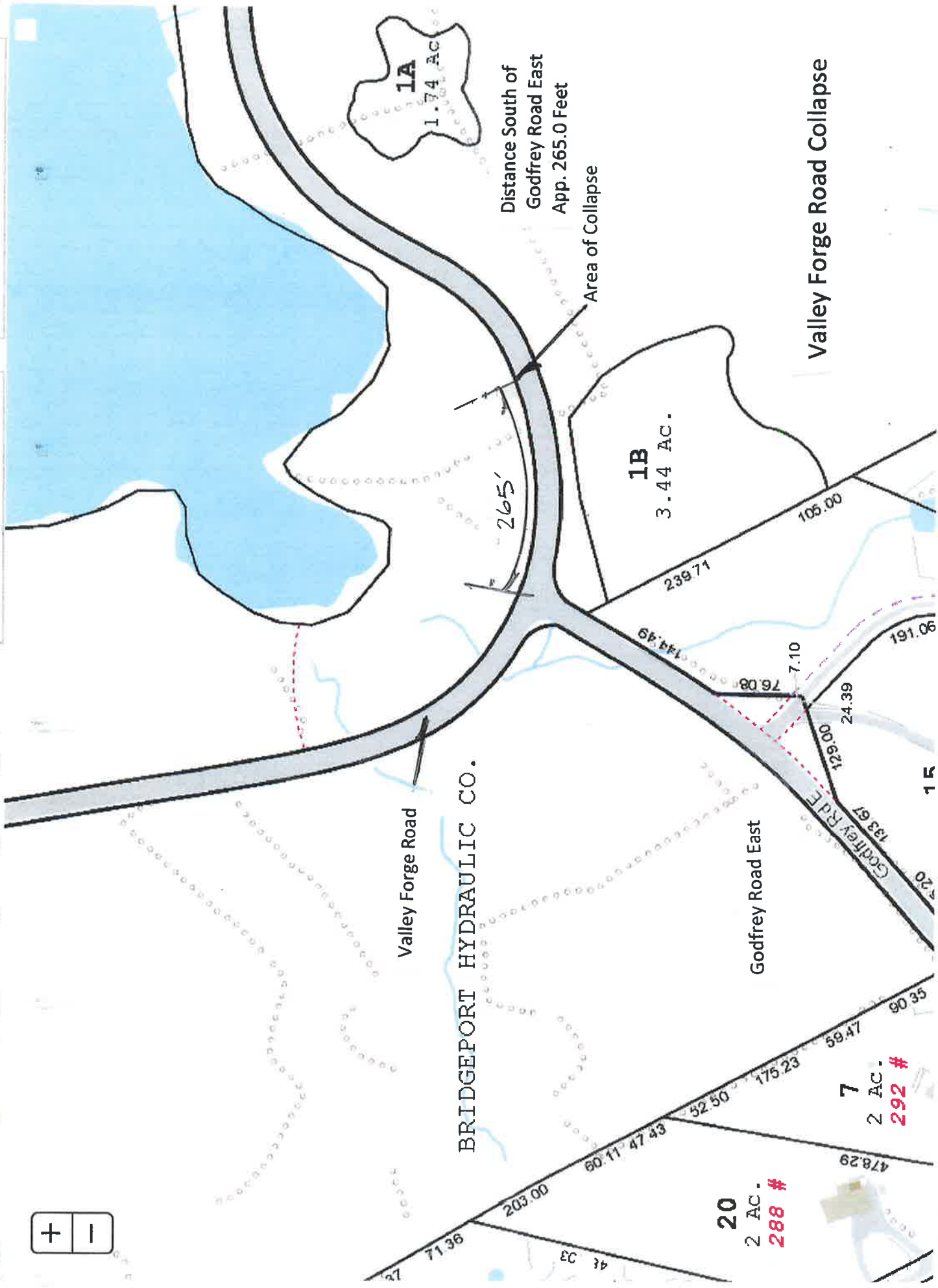
Intersection of Newtown Turnpike  
And Norfield Road



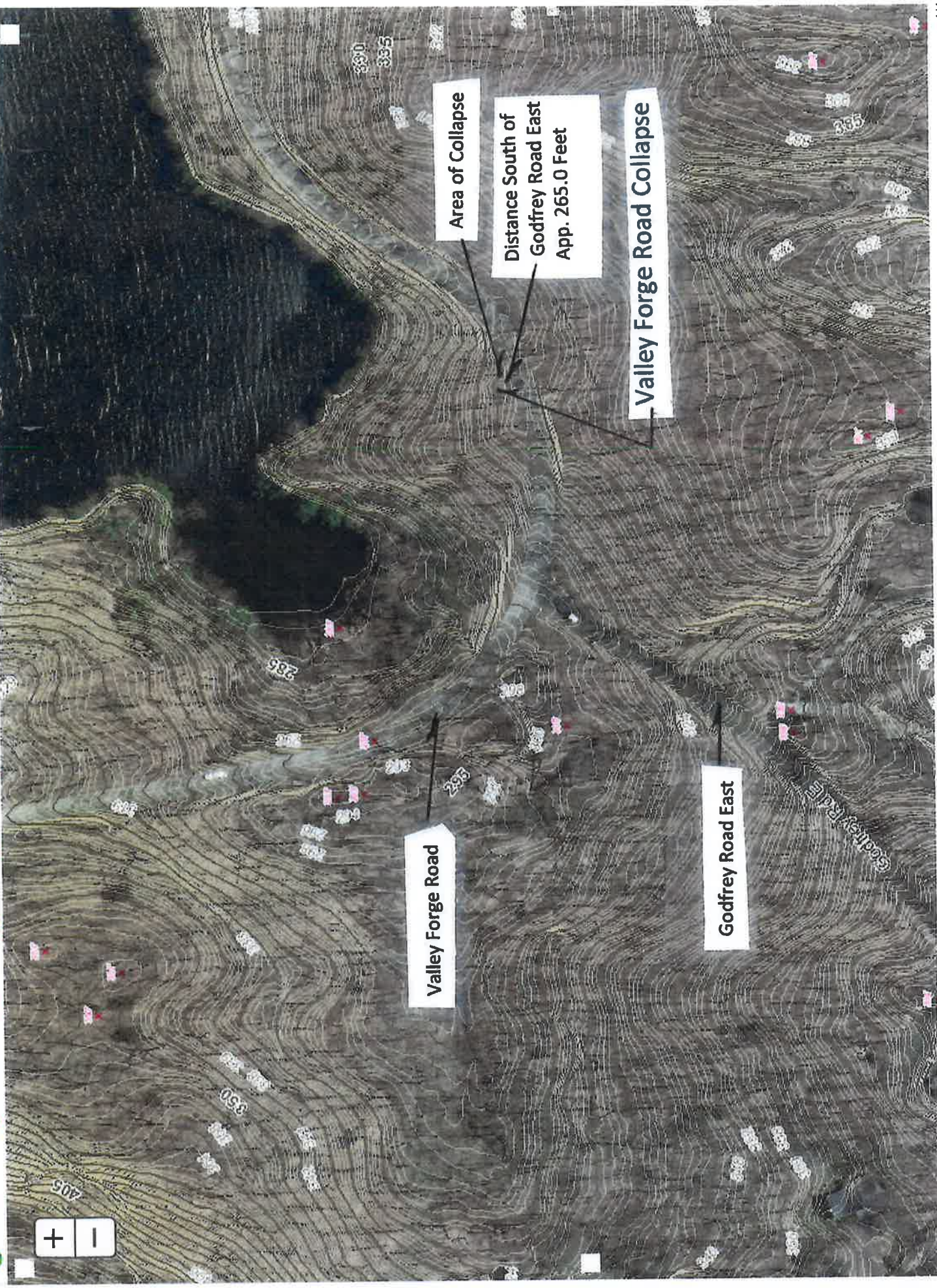
10/7/21, 2:04 PM

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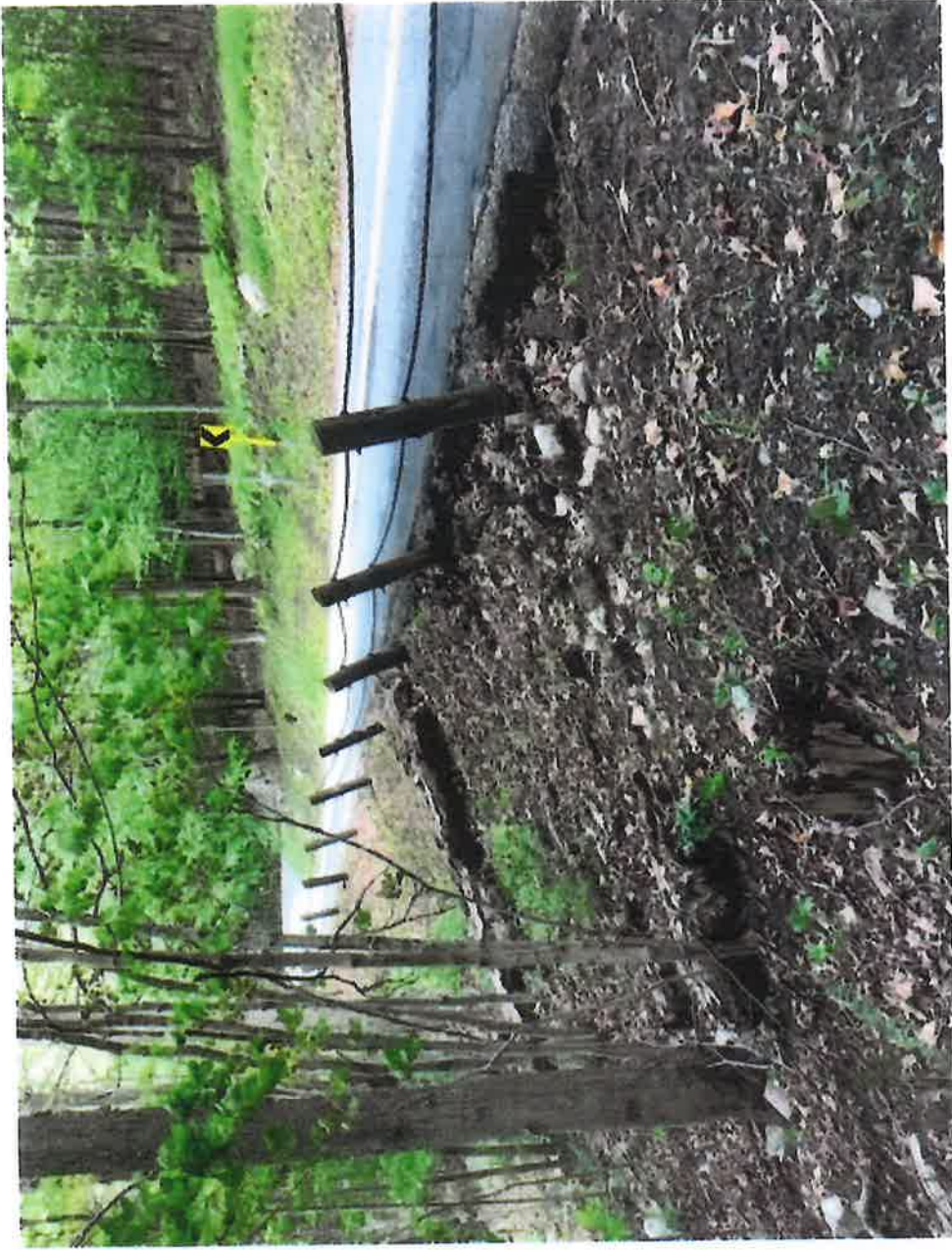


Full Town View
 Reset Map
 Search
 Print
 Select
 Legend
 Base Maps / Air Photos
 Map Layer



10/7/21, 2:03 PM

IMG\_0012.jpg







John Conte <jconte@westonct.gov>

**[EXTERNAL] Fw: Valley forge rd & Newtown TPKE slope stabilization proposals**

1 message

Thu, Oct 14, 2021 at 11:50 AM

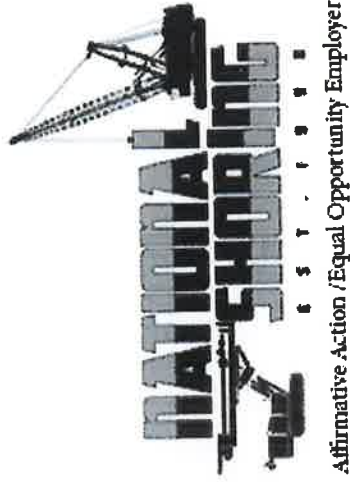
Shane Balestracci <shane@nationalshoring.com>

To: John Conte <jconte@westonct.gov>

Cc: PETER BOVE <nationalshoring@yahoo.com>

John, see attached.

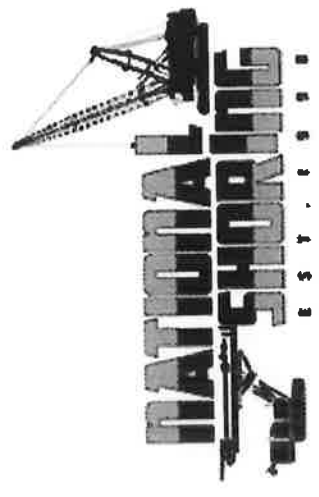
Shane Balestracci  
National Shoring  
Office: (860) 535-4025  
Cell: (860) 857-9807  
[shane@nationalshoring.com](mailto:shane@nationalshoring.com)



From: Shane Balestracci  
Sent: Thursday, September 30, 2021 10:28 AM  
To: John Conte <jconte@westonct.gov>  
Subject: Valley forge rd & Newtown TPKE slope stabilization proposals

John, please see the attached proposal for the two project locations.

Shane Balestracci  
National Shoring  
Office: (860) 535-4025  
Cell: (860) 857-9807  
shane@nationalshoring.com



Affirmative Action /Equal Opportunity Employer

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2 attachments

 Valley Forge rd. Slope Stabilization - Weston, CT 9.30.21.pdf  
244K

 Newtown TPKS Slope Stabilization - Weston, CT 9.30.21.pdf  
244K



**Affirmative Action/ equal opportunity employer**

**P.O. Box 248  
Stonington, CT  
06378 860-535-4025  
www.nationalshoring.com**

September 30<sup>th</sup> 2021

ATTN: John Conti  
Town Engineer of Weston, CT  
(203) 313-9759

RE: Slope Stabilization on Valley Forge rd. at Reservoir area

Dear Bidder,

National Shoring is pleased to present this proposal to install shotcrete and soil nails on 120' of valley forge rd., Weston, CT. This proposal and its' attachments will become part of the contract between National Shoring LLC and the G.C.

*Description of Work*

Install shotcrete and soil nails for approximately 120 linear feet of roadway down 20' of slope with two rows of soil nails. Top of shotcrete to be 6" above pavement grade along entire area of shotcrete installation with one drainage swale at low point down to bottom of slope. Miscellaneous grading of slop in preparation of shotcrete. This proposal includes all labor, equipment, and material.

We anticipate working Monday through Friday. Mobilization date is scheduled after the signing of the contract. Our schedule of prices and general terms and conditions are attached. We trust that this proposal is acceptable to you and we look forward to being of service to you. If you wish to discuss any points of this proposal in more detail, please do not hesitate to call me at 860-535-4025.

Sincerely,

*Peter H. Bove*

Peter H. Bove  
Member

**SCHEDULE OF PRICES & VALUES**

Item Number	Description	Unit Price	U/M	QTY	Extended Price
1	Mobilization	\$ 15,000.00	LS	1	\$ 15,000.00
2	Shotcrete & Soil Nails	\$ 76,600.00	LS	1	\$ 76,600.00
<b>TOTAL</b>					<b>\$ 91,600.00</b>

National Shoring’s proposal is based upon carrying out the work in an unobstructed manner working 8-hour shifts, Monday through Friday, in a single uninterrupted visit to the site. In the event that National Shoring’s production is hampered by reasons beyond our immediate control, National Shoring shall be reimbursed for standby personnel and equipment at the rate of \$930.00 per hour.

**A. GENERAL TERMS AND CONDITIONS**

The following facilities and services are to be provided to National Shoring by others free of all costs to National Shoring.

*Sales Tax*

Any and all taxes related to National Shoring’s work.

*Site Access*

1. Preparation and maintenance of clear, well drained, uninterrupted access ways and working platform suitable for National Shoring’s equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available to us at the time and to the extent necessary to suit our operations.
2. Our operation includes engines, compressors, vibration and associated noise levels. General Contractor should ensure neighbors are informed.
3. Free and clear of electrical wires and underground obstruction.
4. Excess excavated material removed by G.C.
5. Removal of drill spoils.
6. Temporary Easement from abutting land owners

*Maintenance and Protection of Traffic/ Safety Requirements*

All necessary traffic devices for protection of auto and personal safety. Police/Signage/Barricades as needed, including labor.

*Utilities*

All existing above and below ground utilities, which may be affected by our work, shall be located and exposed, removed, or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to our representative prior to the commencement of work. We cannot accept responsibility for any damage to any such utilities not thus indicated.

*Layout*

Survey and field layout of all necessary lines and grades from which National Shoring’s work can be established. Any post construction survey of National Shoring’s work shall also be performed.

### *Permits and Easements*

All permits and easements required to legally perform the work.

### *Testing & Quality Control*

Any and all testing related to our work excluding pull testing.

### *Site Yard*

A secure area shall be provided on site, adjacent to our work, for our equipment.

### *Hazardous Materials*

In the event that National Shoring encounters any material on the site, as defined in 29CFR1910, which has not been rendered harmless, National Shoring shall immediately Stop work in the area affected and reported the condition to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless National Shoring, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to Attorney's fee arising out of resulting from performance of the work in the affected area.

## **B. PAYMENT TERMS**

Net 10 days after payment to G.C. from Owner. No retainage. An additional cost per month and all costs of collection including attorney's fees and Court costs will be added to overdue invoices.

## **C. OTHER CONDITIONS**

*Full Compensation:* It is understood that National Shoring will receive full compensation For its work, as set forth in the Schedule of Prices above, for all work performed to the satisfaction of the Owner regardless of any adjustments or audits made by the Owner due to the "Change Order" or "Claim" nature of this work.

*Changed Condition:* If the ground, structure, or site condition differ from those that we Thought reasonably to have foreseen, we reserve the right to obtain an equitable price adjustment to compensate us for extra work as a result of a change in condition.

*Bonds:* The cost of a bond premium is not included in our contract price.

*Confidentiality:* All specifications, drawings and technical data submitted by National Shoring are to be treated as confidential and shall not be disclosed to any third party without express consent. Such information shall remain our property and be returned to us upon demand.

*Insurance:* National Shoring will provide the following Insurance with limits as shown:

1. Comprehensive General Liability: \$1,000,000.00 (Combined Single Limit Bodily Injury and Property Damage)
2. Automobile Liability: \$500,000.00 (Combined Single Limit, Bodily Injury and Property Damage)
3. Workers Compensation- Statutory.
4. Umbrella- \$5,000,000.00
5. If Waiver of Subrogation is required, the additional cost will be passed on to the G.C.

**Force Majeure:** We cannot accept any liability for default or delay to the completion of our work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control.

**Liability:** No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from cause which is outside our immediate control or knowledge or for any fault in the junction between our work and subsequent work carried out by others.

**Indemnity:** Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, we shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including Attorney's fees, arising out of or from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in the whole or in part by any negligent act of National Shoring, its Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable. Regardless of whether or not it is caused in part by party indemnified hereunder the limit of Liability shall be \$1,000,000.00

**Exclusions:** Any items of work not specified included in this proposal shall not be the responsibility of National Shoring LLC.

**Period of Acceptance:** This proposal is offered for acceptance for a period of 30 days.

**Contractor**

**National Shoring LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**P.O. Box 248**  
**Stonington, CT**  
**06378 860-535-4025**  
**www.nationalshoring.com**

September 30<sup>th</sup> 2021

ATTN: John Conti  
Town Engineer of Weston, CT  
(203) 313-9759

RE: Slope Stabilization on Newtown TPKE

Dear Bidder,

National Shoring is pleased to present this proposal to install shotcrete and soil nails on 120' of Newtown TPKE., Weston, CT. This proposal and its' attachments will become part of the contract between National Shoring LLC and the G.C.

*Description of Work*

Install steel sheet piles for approximately 120 linear feet of roadway gutterline. Top of sheet pile to be 6" above pavement grade along entire area imbedded approximately 16' into ground with channel iron cap. This proposal includes all labor, equipment, and material.

We anticipate working Monday through Friday. Mobilization date is scheduled after the signing of the contract. Our schedule of prices and general terms and conditions are attached. We trust that this proposal is acceptable to you and we look forward to being of service to you. If you wish to discuss any points of this proposal in more detail, please do not hesitate to call me at 860-535-4025.

Existing power poles to be removed by other if needed.

Sincerely,

*Peter H. Bove*

Peter H. Bove  
Member

## SCHEDULE OF PRICES & VALUES

Item Number	Description	Unit Price	U/M	QTY	Extended Price
1	Mobilization	\$ 15,000.00	LS	1	\$ 15,000.00
2	Materials	\$ 91,480.00	LS	1	\$ 91,480.00
3	Installation	\$ 66,600.00	LS	1	\$ 66,600.00
<b>TOTAL</b>					<b>\$ 173,080.00</b>

National Shoring's proposal is based upon carrying out the work in an unobstructed manner working 8-hour shifts, Monday through Friday, in a single uninterrupted visit to the site. In the event that National Shoring's production is hampered by reasons beyond our immediate control, National Shoring shall be reimbursed for standby personnel and equipment at the rate of \$930.00 per hour.

### A. GENERAL TERMS AND CONDITIONS

The following facilities and services are to be provided to National Shoring by others free of all costs to National Shoring.

#### *Sales Tax*

Any and all taxes related to National Shoring's work.

#### *Site Access*

1. Preparation and maintenance of clear, well drained, uninterrupted access ways and working platform suitable for National Shoring's equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available to us at the time and to the extent necessary to suit our operations.
2. Our operation includes engines, compressors, vibration and associated noise levels. General Contractor should ensure neighbors are informed.
3. Free and clear of electrical wires and underground obstruction.
4. Excess excavated material removed by G.C.
5. Removal of drill spoils.
6. Temporary Easement from abutting land owners

#### *Maintenance and Protection of Traffic/ Safety Requirements*

All necessary traffic devices for protection of auto and personal safety. Police/Signage/Barricades as needed, including labor.

#### *Utilities*

All existing above and below ground utilities, which may be affected by our work, shall be located and exposed, removed, or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to our representative prior to the commencement of work. We cannot accept responsibility for any damage to any such utilities not thus indicated.

#### *Layout*

Survey and field layout of all necessary lines and grades from which National Shoring's work can be established. Any post construction survey of National Shoring's work shall also be performed.



### *Permits and Easements*

All permits and easements required to legally perform the work.

### *Testing & Quality Control*

Any and all testing related to our work excluding pull testing.

### *Site Yard*

A secure area shall be provided on site, adjacent to our work, for our equipment.

### *Hazardous Materials*

In the event that National Shoring encounters any material on the site, as defined in 29CFR1910, which has not been rendered harmless, National Shoring shall immediately Stop work in the area affected and reported the condition to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless National Shoring, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to Attorney's fee arising out of resulting from performance of the work in the affected area.

## **B. PAYMENT TERMS**

Net 10 days after payment to G.C. from Owner. No retainage. An additional cost per month and all costs of collection including attorney's fees and Court costs will be added to overdue invoices.

## **C. OTHER CONDITIONS**

*Full Compensation:* It is understood that National Shoring will receive full compensation For its work, as set forth in the Schedule of Prices above, for all work performed to the satisfaction of the Owner regardless of any adjustments or audits made by the Owner due to the "Change Order" or "Claim" nature of this work.

*Changed Condition:* If the ground, structure, or site condition differ from those that we Thought reasonably to have foreseen, we reserve the right to obtain an equitable price adjustment to compensate us for extra work as a result of a change in condition.

*Bonds:* The cost of a bond premium is not included in our contract price.

*Confidentiality:* All specifications, drawings and technical data submitted by National Shoring are to be treated as confidential and shall not be disclosed to any third party without express consent. Such information shall remain our property and be returned to us upon demand.

*Insurance:* National Shoring will provide the following Insurance with limits as shown:

1. Comprehensive General Liability: \$1,000,000.00 (Combined Single Limit Bodily Injury and Property Damage)
2. Automobile Liability: \$500,000.00 (Combined Single Limit, Bodily Injury and Property Damage)
3. Workers Compensation- Statutory.
4. Umbrella- \$5,000,000.00
5. If Waiver of Subrogation is required, the additional cost will be passed on to the G.C.

**Force Majeure:** We cannot accept any liability for default or delay to the completion of our work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control.

**Liability:** No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from cause which is outside our immediate control or knowledge or for any fault in the junction between our work and subsequent work carried out by others.

**Indemnity:** Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, we shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including Attorney's fees, arising out of or from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in the whole or in part by any negligent act of National Shoring, its Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable. Regardless of whether or not it is caused in part by party indemnified hereunder the limit of Liability shall be \$1,000,000.00

**Exclusions:** Any items of work not specified included in this proposal shall not be the responsibility of National Shoring LLC.

**Period of Acceptance:** This proposal is offered for acceptance for a period of 30 days.

**Contractor**

**National Shoring LLC**

\_\_\_\_\_  
Signature                      Title                      Date

\_\_\_\_\_  
Signature                      Title                      Date

6. Proclamation honoring former First Selectman Chris Spaulding: **no motion**



## **Proclamation**

**Whereas**, the Town of Weston wishes to recognize the distinguished career, service, and leadership of Dr. Christopher H. Spaulding,

**Whereas**, Chris gave much of his time to the Town of Weston: he served as First Selectman, Selectman, and as a member of the Conservation Commission, Children and Youth Commission, and the Strategic Planning Committee.

**Whereas**, in every office he held, Chris sought to empower residents to participate in government and build consensus through bipartisanship.

**Whereas**, Chris, in his role as First Selectman helped keep our Town safe and secure during Covid-19, the worst pandemic in 100 years.

**Whereas**, Chris strongly advocated for improvement of roads and installation of sidewalks to more closely draw Westonites together as a community.

**Whereas**, Chris donated his salary from his tenure as First Selectman to the Weston Progress Fund, a local non-profit organization that is a grant making entity supporting Weston based charities.

**Whereas**, as a dedicated member Democratic Town Committee; Chris was voted Democrat of the Year in September 2021.

**Now, Therefore**, I, Samantha Nestor, First Selectwoman of the Town of Weston, Connecticut do hereby proclaim October 21, 2021 as

### **“Chris Spaulding Appreciation Day”**

in Weston, Connecticut, and call upon our families, schools, businesses, and institutions to join me in recognizing and thanking Dr. Christopher Spaulding for his many contributions to our community. His outstanding legacy will leave a lasting impact on the Town of Weston.

Samantha Nestor, First Selectwoman

Tue, Sep 28, 2:23 PM (6 days ago)

**Ellen Crown**

to me, Samantha

Dear Sara, My name is Ellen Crown. I have lived part time in Weston for over thirty years. Our primary residence was always New York City. Since the pandemic we have been spending more time out here and have decided to move here permanently and send our son, Austin to Weston High School. He is currently a freshman.

I have always loved this town but felt that there was so much that could be done to make it even better. Meeting yesterday with Nancy Thiel and Claudia Hahn was wonderful for me. I learned about the Town Green Project and was very excited by the prospect of not only beautifying this area, but creating a gathering spot for friends and neighbors in our community. I feel that one step at a time, the beautification committee is going to bring this town to a place that I always dreamed it could be. I envision more beautiful community spaces and a lovely town that brings families out to walk around and gather. Thank you for your consideration. Warmly, Ellen

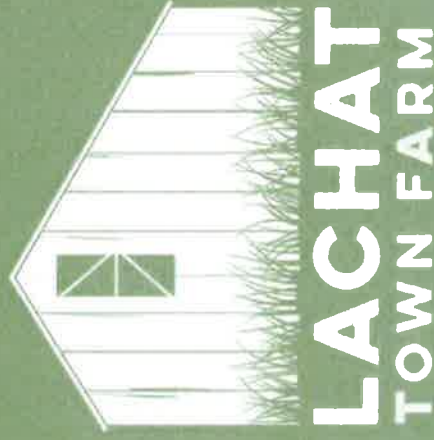
Sent from my iPad

7. Discussion about a proposed agreement between the Town of Weston and the Friends of Lachat, Inc. and also with residents living near the Lachat Town Farm, including questions and comments from the audience of citizens: **no motion**
  
8. Discussion/ decision to establish a special town meeting on Saturday November 6, 2021 at 1pm at the Weston High School Athletic Stadium for the purpose of answering yes/no to the following question: “Shall the Town of Weston enter into an agreement with the Lachat Neighbors **“Shall the Town of Weston enter into a settlement agreement with the Friends of Lachat, Inc. and Jennifer Gruen, David Gruen, Julia Sears, and David Ambrose?”** Said agreement to be made available in the Town Clerk's office for inspection by the public.

Lachat Town Farm  
Friends of Lachat  
Neighbors  
Town of Weston

Agreement Overview

Presented by Friends of Lachat



# Overview of Lachat Town Farm

In 2011 a grassroots group of Westonites joined forces to save the pre-Revolutionary David Godfrey homestead from planned demolition by the Town.





# About the Agreement

The Lachat Town Farm is located on property jointly owned by Weston and the Nature Conservancy. When the Town and Nature Conservancy purchased the property from the late Leon Lachat, the Town and Mr. Lachat agreed to certain deed and conservation restrictions on the use of the Farm.

Friends of Lachat (FOL), a 501(c)(3) organization established to preserve the historic nature of the Farm and to prevent the demolition of the historic David Godfrey homestead on the property, has helped to maintain and operate the Farm through annual fundraising drives and events open to the public. The Lachat Town Farm Commission is appointed by the Board of Selectmen to oversee, on behalf of the Town, uses of the Lachat Town Farm.

Since the restoration of the farmhouse, FOL, along with the Lachat Town Farm Commission, has introduced a number of popular activities at the Farm, including the Farmers Markets, Music in the Meadow concerts, the annual Hoedown, a variety of classes, summer programs for children, and other cultural and educational events. These events have attracted townspeople to the Farm to experience and enjoy farm life and have helped to raise money for FOL to sustain and manage the Farm. At the same time, these activities have increased traffic on certain days, generated sound from amplified music, and generally made the Farm an active center for Weston residents. Neighbors in the area have asked FOL and the Commission to manage the impact these activities have on the peacefulness of the area and on the quiet enjoyment of their homes.

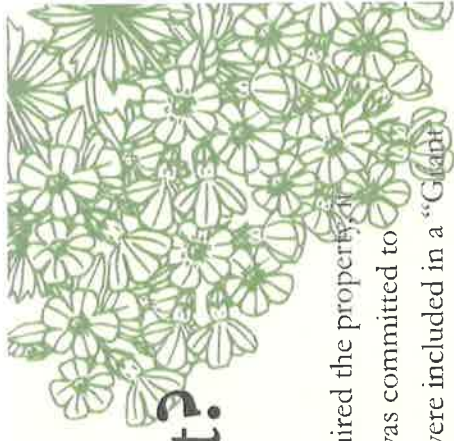
This Agreement establishes guidelines for the number of large events, the time the events operate, the sound created by amplified music, the management of traffic, and other issues the neighbors have said affect the quality of life in their neighborhood.

In addition, this Agreement places limits on the size of a proposed new building at the Farm and establishes certain limits on future construction projects.

Because the agreement affects the use of Town land, the Board of Selectmen, following Town Charter guidelines, will send the agreement to a Special Town Meeting where residents will vote to approve or turn down the agreement.

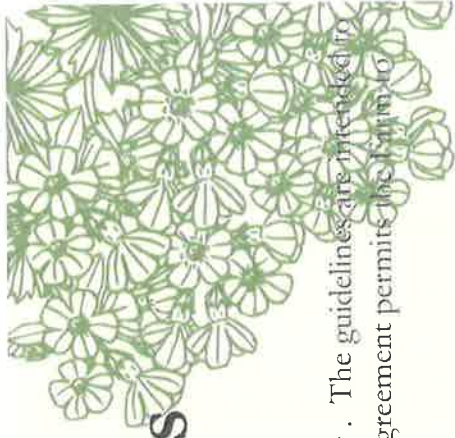


# Why Agree to Restrict Use at Lachat?



- Restrictions on the Town's use of the Lachat Town Farm property are not new. When the Town originally acquired the property, it came with restrictions on its use that the Town agreed upon with the Farm's former owner, Leon Lachat, who was committed to ensuring that the land be kept in its natural state and used only for certain purposes. These restrictions, which were included in a "Grant of Conservation Restriction" in 1999, are binding on the Town in perpetuity. They require that:
  - The property must be preserved and maintained in its natural state;
  - The property may be used only (i) as a site upon which to conduct research on plant and animal communities and other phases of ecology and conservation; (ii) for nature study and spiritual refreshment; and (iii) individual non-mechanized traversing of the property.
- In 2012, in connection with establishing the Lachat Town Farm, the Conservation Restriction was amended to add as an additional permitted use "non-commercial agricultural activities, including but not limited to a town farm or community gardens".
- The Town believes it has been thoughtful in managing activities at the Farm that recognize the limitations imposed by the 1999 and 2012 Conservation Restrictions.
- The restrictions contained in the current agreement arose out of a difference of opinion between the Neighbors and the Town concerning the activities and programming that are permitted by those Conservation Restrictions. After extensive discussions during the past 9 months, the parties agreed on the permitted activities and programming and have described them in detail in the Agreement

# Control, Private Events, Existing Programs



## Q. Is the Town ceding control of the Farm to the neighbors?

A. No. The documents governing the use of the Farm place restrictions on activity and construction on the property. The guidelines are intended to operate within those deed restrictions while also helping the Farm to be a good neighbor to nearby property owners. The agreement permits the Farm to host, annually, 30 events with more than 100 people on the Farm at one time. Smaller events and activities are not affected.

## Q. Will the Farm be able to host private events such as weddings, birthday parties, reunions, and religious celebrations?

A. No. This agreement prohibits private events, which are defined in detail in the agreement.

## Q. If it's Town property, why can't the people in town ask for permission to use it for a private event?

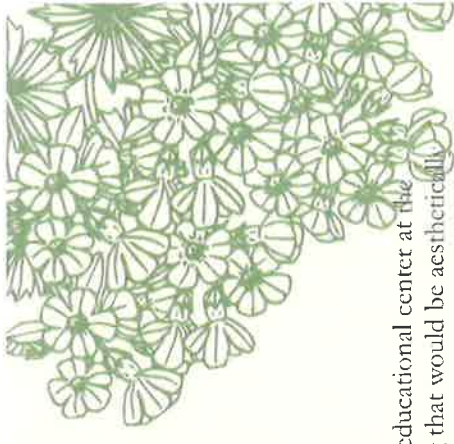
A. A few reasons. 1) Because the Lachat Farm is on Town property, the mission of the Farm is to serve as a public amenity rather than a venue for private events. 2) Hosting a private event on this public property could be considered a violation of the Conservation Restrictions that apply to the property. 3) A private rental venue could create additional traffic and activity on the roads and on the Farm.

## Q. Will the Farm be able to host live music at the Farmers Markets and Music in the Meadow events?

A. Yes. Under this Agreement, the Farm will still be able to host a certain number of events with amplified music, with limits on the volume of amplification and the time for such amplified music events to end. The Farm would be able to conduct the same number of events and programs in the future as it held during the past year.



# The Offitt Center at Lachat



**Q. I heard there are plans for a new building at the Farm. How does this agreement affect that building?**

A. The trustee for the Estate of Daniel E. Offitt III donated \$50,000 to the FOL last year to create conceptual drawings for a new educational center at the Farm. Since that time, FOL has worked with a local architect, renowned for his work on historical sites, to create plans for a building that would be aesthetically pleasing and consistent with the farm setting. This Agreement enables FOL to proceed with construction of the new center, to which the Trustee has pledged \$2 million, with matching funds of up to another \$1 million, provided the Agreement clears a Town vote and the project is approved by all relevant governmental entities.

**Q. Is such a center permitted under the original restrictions that govern the use of the Farm?**

A. Yes. At the time that the Town, Leon Lachat, and the Nature Conservancy entered into the agreements to convey the property, it was contemplated that a 6,000+ sq. ft. nature and visitor center would be constructed on the property. Plans for that building were abandoned over 10 years ago, but the deed and conservation restrictions still permit construction of a similar building.

**Q. What will be the purpose of the new building ?**

A. The new building is designed to host: cooking and canning lessons; lectures on farming, gardening, and sustainability; fireside concerts; artists and children's classes in a separate art/Nature's Classroom studio; and some activities previously held in the first floor of the farmhouse. In addition, the Offitt Center will connect to the existing machine shop, which will be refurbished to include public restrooms, storage, and a small office.

**Q. How large will the new building be?**

A. The main hall of the new building will be 1,733 sq. ft. The other spaces are: an art studio, approximately 732 sq. ft.; demonstration kitchen, 361 sq. ft; pantry, 340 sq. ft.; the connecting structure to the machine shop, 543 sq. ft.; and the existing machine shop, about 992 sq. ft.

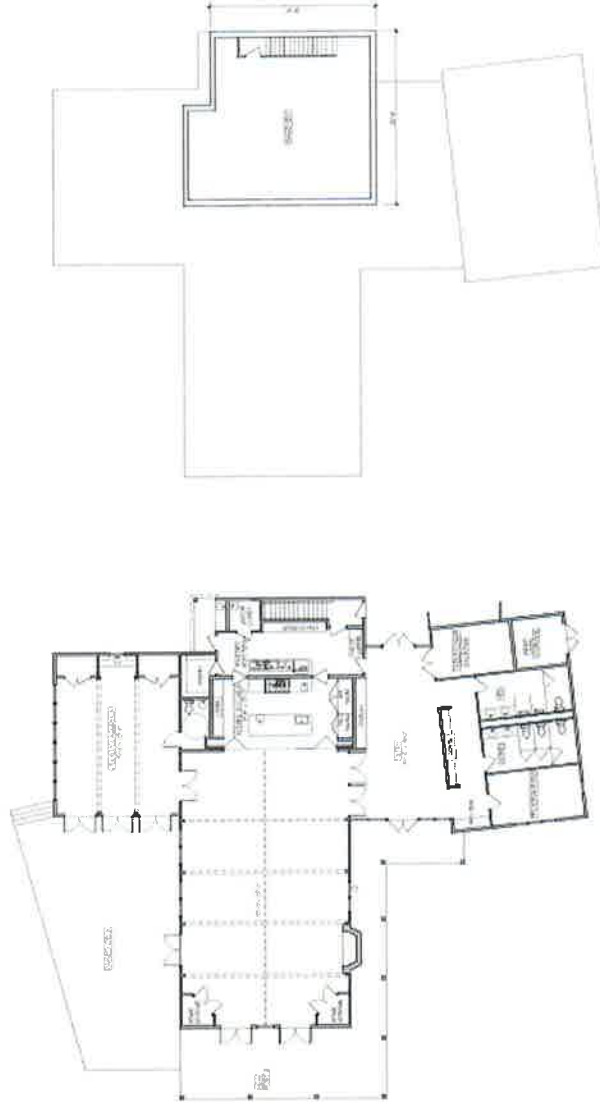




1000 N. 10th St.  
Suite 100  
Olathe, MO 64040  
Tel: 816.771.1111  
Fax: 816.771.1112

Project Name: ACHAT OWN FARM  
Architect: ACHAT OWN FARM  
Location: Olathe, MO  
Date: 10/1/11  
Scale: 1/8" = 1'-0"

A-1



SECOND FLOOR PLAN

FIRST FLOOR PLAN

# Future Plans



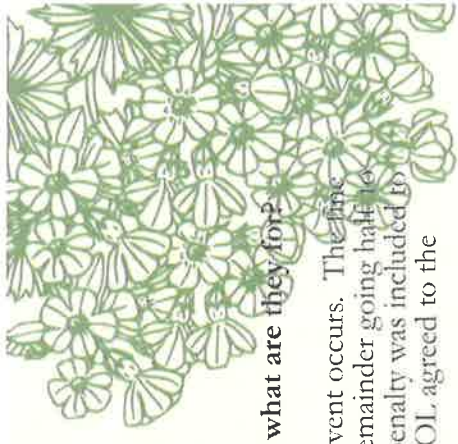


<p>ACHAT 1st FARM 1000 1st Street P.O. Box 1000 1000 1st Street P.O. Box 1000</p>	<p>Project Name: ACHAT 1st FARM Contract Location: 1000 1st Street Contract No.: 1000 1st Street Contract Date: 1000 1st Street Contract Description: 1000 1st Street Contract Value: 1000 1st Street Contract Status: 1000 1st Street</p> <p><b>A-3</b></p>
<p>FRONT ELEVATION</p>	<p>SIDE ELEVATION</p>
<p>BACK ELEVATION</p>	<p>SIDE ELEVATION</p>



# Future Plans

# Fines & Violations



**Q. I understand that this agreement imposes fines for certain violations. Why were those fines included, and what are they for?**

A. The Agreement includes a provision for FOL to pay a fine of \$50,000 if it ever approves a private event, and such event occurs. The fine would first be used to pay for any legal fees and court costs incurred by the neighbors to enforce the penalty, with the remainder going half to the Nature Conservancy for projects other than Lachat and to an environmental group of the neighbors' choice. The penalty was included to assure the neighbors that the Farm would not be used for private events, and it is high enough to ensure compliance. FOL agreed to the provision because it does not plan to approve any private events, and the fine provides certainty to the neighbors.

**Q. Is the fine for hosting a private event automatic?**

A. No. For a fine to be imposed on FOL, the neighbors would first have to file a complaint with an Oversight Committee, which is composed of two neighbors that own property and live within a 1000-foot radius of the Farm; one member appointed by FOL, not including any FOL board members; one member appointed by the Board of Selectmen (who cannot be a sitting elected or appointed member of a Town board or commission, Town Administrator, Town counsel, or Town employee); and a fifth member, to be selected unanimously by the other four members of the Oversight Committee.

**Q. Are there any other fines FOL might face?**

A. The agreement provides for the Oversight Committee to issue a warning, after a majority vote, to FOL for a verified sound volume violation, and for a \$5,000 fine for a second violation within a 12 month period. In addition, FOL would face a fine of \$1,500 for a third and every subsequent violation of the agreement within a 12 month period for such infractions as when an event might end, how many events occurred, how many cars were on the property at one time, how many people attended an event, and other breaches of guidelines, as described in the agreement.

**Q. Is the Town subject to similar fines for violating guidelines such as hosting a private event?**

A. No, the Town is not subject to any fines under the Agreement, but it is subject to the same guidelines that prohibit private events, limit sound volume, and other restrictions governing the use of the Farm.

# Next Steps

In accordance with the Town Charter and other laws and regulations, the Agreement and the Building of the Offutt Center require several additional steps, which are expected to be as follows:

If the Board of Selectmen decide to move forward with the additional approvals, it will vote to schedule a Special Town Meeting for November 6, 2021 at which the residents of the Town shall vote on whether to proceed with the execution of the Agreement.

The Planning and Zoning Commission will review the underlying proposed building project to be constructed on the Lachat Town Farm, in accordance with Connecticut General Statutes Section 8-24. A Commission meeting is tentatively scheduled for the evening of October 27, 2021.

If the Agreement is approved at the Special Town Meeting, the Town will submit an application to the Planning and Zoning Commission under Connecticut Statute 8-24 for approval of the building of the Offutt Center on Town property.

The Friends of Lachat will file an application with the Conservation Commission for approval of the building of the Offutt Center.

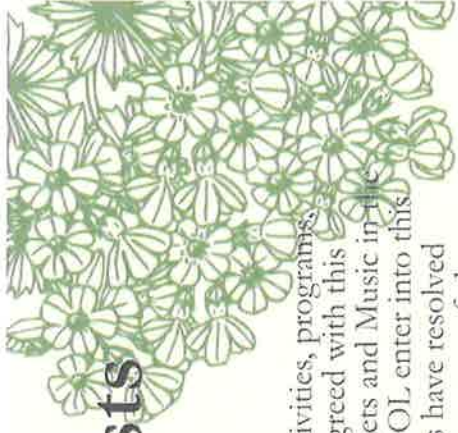
If the necessary approvals are received, the Town will enter into an agreement with the Friends of Lachat for the construction of the Offutt Center.

If the necessary approvals are received, it is expected that construction on the Offutt Center will begin shortly after.





# About the Process | What ifs? | Town Costs



## **Q. What happens if we don't enter into this agreement with the neighbors?**

A. The Neighbors filed a complaint with the Connecticut Attorney General's office in March alleging that current activities, programs, and the Offutt Center, if built, would violate the 1999 and 2012 Conservation Restrictions. If the Attorney General agreed with this interpretation of the Farm's governing documents, most if not all of the popular programs such as the Farmers Markets and Music in the Meadow would be terminated and the Town would be prohibited from building the Offutt Center. If the Town and FOL enter into this Agreement, the neighbors will withdraw that complaint and sign a letter advising the Attorney General that the parties have resolved their differences and believe the building and future activities, with the guidelines, comply with all restrictions that govern use of the property.

In addition, the Neighbors have agreed not to object to approvals from the Planning and Zoning Board and the Conservation Commission for the activities and building construction, should those municipal bodies approve the plans. Without an agreement, the project could be tied up in court hearings and appeals for a lengthy period of time.

## **Q. Can't we get an agreement that has fewer restrictions for the Town?**

A. This Agreement is the result of over nine months of intensive negotiations that involved the Neighbors, their attorney, representatives from the Lachat Town Farm Commission, FOL, Town administration, the BOS, and attorneys representing the Town and FOL. We believe that this Agreement represents a fair settlement of the parties' differences, enabling the Farm to continue offering popular programs, to build the Offutt Center, and to address the concerns of Farm neighbors.

## **Q. Will this agreement cost the Town any money or raise our taxes?**

A. No. The activities and improvements at Lachat Town Farm that have occurred to date have not been a line item in the Town's budget, and there is nothing in this Agreement that would cause the Town to incur expenses managing the Farm. In addition, construction of the proposed Offutt Center is fully funded from private sources, and the plans for utilizing the new building should lead to the Farm's annual costs being self-sustaining. We do not see any impact on Town spending or taxes due to this agreement.





## Why Sign the Agreement?

### Q. Does this agreement make sense for the Town to sign?

A. The Agreement makes sense for the Town to sign because:

1. It will ensure that people in Weston will be able to come to Lachat to enjoy the activities and programs currently offered at the Farm.
2. It will resolve the dispute with the Neighbors and notify the Attorney General's office of the resolution, eliminating the possibility that the Farm could be closed -- assuming that the Attorney General's office accepts the compromises reached in the agreement. Without this settlement with the Neighbors, all of the programming and new construction at the Farm would be in jeopardy, both through an adverse ruling from the Attorney General and through protracted litigation and appeals.
3. It will permit the process to go forward for the potential construction of the Offutt Educational Center at the Farm and for the hosting of indoor activities described above.

### Q. Why are only two neighbors/households signing this agreement?

A. The terms in this agreement arose from discussions among the Neighbors, the Town, and FOJL. The other neighbors nearby who are not signing the agreement are not legally bound by its terms, but if they act to block the compromises reached in this agreement, the agreement will become void.



# Durational Agreement

**Q. What is the duration of the agreement and can the parties modify the agreement going forward?**

A. The duration of this agreement is consistent with other conservation restrictions in which the provisions continue in perpetuity. The rights conferred upon the Neighbors in this agreement can be transferred to subsequent owners of those two homes.

Similarly, as with other conservation restrictions, the terms can be modified going forward with the consent of the signatories to the agreement and the concurrence of the Connecticut Attorney General's office, if necessary. The Town, after 25 years, can propose to construct a new building or structure to function as an additional visitors' center, education center, or event space at the Farm in addition to the Offutt Center. The Neighbors retain their right to oppose such a project, and the Town would be required to obtain approval first from the Attorney General.





Questions?



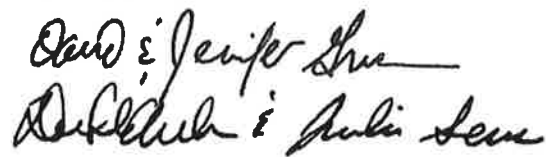
October 19, 2021

Town of Weston  
Board of Selectmen  
56 Norfield Road  
Weston, CT 06883

Re: Lachat Town Farm

As you are aware, on behalf of our neighborhood, we have expressed prior objections to the proposed construction and programming of the Offutt Education Center at the Lachat Town Farm Property. After months of discussions regarding the scale of the education center, and the guidelines and limitations on the use of the Farm Property, we are happy to report that our concerns have been addressed to our satisfaction by the Settlement Agreement and revised Farm guidelines. We respectfully ask that you formally approve the Settlement Agreement and guidelines.

Very truly yours,

The image shows two lines of handwritten signatures in black ink. The first line contains two signatures, and the second line contains two signatures. The signatures are written in a cursive style.

David Gruen, Jennifer Gruen, David Ambrose, & Julia Sears  
On behalf of the neighbors of Lachat Town Farm

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") is made this \_\_\_ day of October, 2021, by and between the following: the Town of Weston (the "Town"); the Friends of Lachat, Inc. ("Friends"); and Jennifer Gruen, David Gruen, Julia Sears, and David Ambrose, individually and collectively (together with their successors in interest, the "Neighbors" and, together with the Town and Friends, the "Parties" and each a "Party").

**WHEREAS**, Friends has proposed to construct a new educational center (the "Offutt Center") on the real property known as the Julianna Lachat Preserve or Lachat Town Farm located at 106 Godfrey Road West, Weston, CT (the "Farm"); and

**WHEREAS**, the Neighbors have objected to the construction of the Offutt Center on the Farm and to certain programming and uses of the Farm;

**WHEREAS**, the Parties have negotiated a reduction in the size of the original proposed Offutt Center and limited the programming to ensure the Farm continues to be used in accordance with the approved mission and in compliance with all restrictions of record for the use of the Farm and to respond to requests by the Neighbors for other limitations on the programming and use of the Farm;

**WHEREAS**, Jennifer and David Gruen own property located at 10 Old Field Lane, Weston, CT and Julia Sears and David Ambrose own property located at 19 Walden Woods Lane, Weston, CT (each a "Protected Property" and collectively the "Protected Properties");<sup>1</sup>

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. The Offutt Center shall be reduced in size from the original proposal by no less than 872 square feet, with no less than 680 square feet to be removed from the main hall and 170 square feet to be removed from the kitchen area. There will be a corresponding reduction in the size of the decks. The new design is attached hereto as Exhibit A. The design is subject to reasonable modifications such as may be necessary to comply with the Building Code or other applicable laws and regulations or to adjust for field conditions, but under no

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<sup>1</sup> The term "owner(s) of a Protected Property" is used interchangeably with the term "Neighbor(s)" herein.

circumstances shall the design be modified to decrease the total square footage to be removed from the main hall or the total square footage to be removed from the building overall. For the avoidance of doubt, there shall be no increase in the size of the main hall or the building overall from the plans attached hereto as Exhibit A. After construction of the Offutt Center, Friends shall not (and the Town shall not for a period of twenty-five (25) years from the Effective Date of this Agreement) construct or propose to construct any new building or structure as an additional visitors' center, education center, or event space at the Farm in addition to the existing Offutt Center on Lease Area B-1 (approximately 9.60 acres) depicted on Map 3785, which is recorded on the Town of Weston Land Records in Volume 528 at Page 436, or on Parcel A (approximately 9.411 acres) depicted on Map 3418, which is filed in the Weston Land Records in Volume 528 at Page 437.<sup>2</sup> This provision shall not prohibit the Town or Friends from performing any renovations or reconstruction of the Offutt Center (not to exceed the limitations in this paragraph 1 and Exhibit A) or of any other existing building or structure on the Farm on Lease Area B-1 (approximately 9.60 acres) depicted on Map 3785.

2. The Town and Friends agree to abide by the limitations and requirements for the use of the Farm set forth in the "Guidelines for Use of Lachat Town Farm Property", dated \_\_\_\_\_, 2021 (the "Guidelines"), and approved by the Lachat Town Farm Commission on \_\_\_\_\_ (attached hereto as Exhibit B), and further agree to the additional limitations and requirements set forth in this Agreement.

The Guidelines shall not be modified without the express written consent of the Parties, with no Party's consent to be unreasonably withheld, conditioned, or delayed.

For the avoidance of doubt, any dispute concerning any proposed modification to the Guidelines (including but not limited to a proposed modification to the Guidelines during the first twenty-five years after the Effective Date) shall constitute a Dispute subject to the provisions of paragraph 9 below.

Notwithstanding anything to the contrary in this Agreement, the Parties shall review the Guidelines and each and every one of the additional limitations and requirements set forth in this Agreement no later than twenty-five (25) years from the Effective Date of this Agreement. Such review shall consider whether modifications, if any, should be made in view of changed conditions or needs of all the Parties, along with due consideration for the goals and spirit of this Agreement. The Parties shall engage in such review in good faith and agree that such changes in conditions may allow for reasonable changes. Subsequent similar reviews shall occur at five (5) year intervals thereafter.

This Agreement shall be referenced in and attached to an affidavit of facts that can be recorded on the Town of Weston Land Records so that it appears in the chain of title for the Protected Properties. Each owner of a Protected Property will have the right to enforce, waive, or release any obligations of this Agreement as it relates to said Protected Property.

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<sup>2</sup> Notwithstanding anything to the contrary in this Agreement, after the date that is twenty-five (25) years from the date of this Agreement, the Parties reserve all of their respective rights and remedies to support or oppose, on any grounds, the Town's construction or proposal to construct any new building or structure as an additional visitors' center, education center, or event space at the Farm in addition to the existing Offutt Center. The Town agrees to obtain the prior written consent of the Attorney General before proposing to construct any such building or structure, upon five (5) days' notice to the then-owners of the Protected Properties. For the avoidance of doubt, the prohibition in this paragraph on Friends constructing or proposing to construct any such building or structure shall be in perpetuity.

Unless previously waived or released, the Neighbors' rights shall be assigned to their successors in interest upon a conveyance of their Protected Property and such rights shall run with the land. In the event that an owner of a Protected Property wishes to release his or her rights under this Agreement, such release will be effective upon the recording on the Town of Weston Land Records of a release of the rights of the owner of the Protected Property executed by such owner, without more.

3. Further limitations and requirements:

a. With respect to sound guidelines for Farm events:

- i. Friends agrees that it will limit any amplified music to a level that is demonstrated to diminish to 55 dBA or lower at all of the neighboring residential property lines closest to the Farm (i.e., those properties abutting the Farm on Walden Woods Road, on Ladder Hill Road, and on Godfrey Road) when measured with a calibrated ANSI Type 2 sound level meter or better, based on reasonable industry standards for monitoring dBA, and in absence of any other influencing factor on the noise level - including, but not limited to: traffic, wind/rain, landscaping equipment, dogs barking, etc. Friends agrees to repeat the SH Acoustics sound study during a live Music in the Meadow and Farmer's Market event to replicate the actual concert conditions, and to share the updated study with the Neighbors. Friends agrees to work with the sound consultant to determine the best way to achieve this level of 55 dBA or lower at all of the neighboring residential property lines closest to the Farm as set forth herein, and to institute those measures and monitor them periodically for compliance. The Town agrees that should it host an event at the Farm, it shall also comply with this provision.
- ii. For the avoidance of doubt, the Parties agree that this guideline will be applied in good faith and that the Parties will act in good faith to resolve any future disagreements on sound levels in accordance with paragraphs a.i. and 9 hereof.

- b. Music in the Meadow will be a ticketed event, and tickets will be limited to 300 adults for each event, which is anticipated to result in a maximum of 200 cars on the Farm.
  - i. Friends will use reasonable efforts to encourage parking in both lots for events such as the Farmers Markets.

- c. With respect to the 19 Large Events that are not Large Outdoor Evening Events (e.g., Music in the Meadow, Farmers Markets, and Spring and Fall Fundraiser) and that comprise Indoor Day; Indoor Night, and Outdoor Day events:

- i. A Large Event is defined as more than 100 people on the Farm at one time.

- ii. A Day event would be no longer than 6 hours and would be held between the hours of 9 am and 5 pm.

- iii. An Evening event would be no longer than 5 hours and would be held between the hours of 4pm and 10pm, provided amplified music will cease at 9pm.

- iv. These events will be ticketed events and no more than 200 tickets will be sold, except:



1. there could be up to 2 events per year with up to 300 tickets sold, and
2. the holiday market is excluded from this restriction.

v. These events shall not involve amplified music similar to Music in the Meadow. Some, however, involve high school students or solo/trio/quartet musicians who use small, non-commercial speakers.

4. There shall be no more than three Large Events of any type per month and not more than 30 Large Events of any type in a calendar year.
  - a. There shall be no more than 11 Large Events from June through September.
5. If objections to the management of Farm traffic are relayed to the Lachat Oversight Committee, the Lachat Oversight Committee, by a majority vote, may require Friends to update the traffic study to include those events in which 200 cars are parked on the Farm property at one time, when Farm visitors conduct frequent and multiple trips in and out of Farm property throughout the day, such as during a Farmer's Market event; to share such updated traffic study with the Neighbors; and to implement any recommendations that are approved by the Lachat Oversight Committee.
6. For the purposes of this Agreement, a "Private Event" is defined as an event that results from a private rental of the Farm or any portion of the Farm for any event that is by invitation only and that is not open to the general public (subject only to the attendance restrictions set forth in the Guidelines), or that requires or suggests a payment to any person or entity other than the Farm.<sup>3</sup> Private Events shall be prohibited. If a Private Event is authorized by Friends, Friends shall pay a one-time Fifty Thousand and 00/100 (\$50,000.00) Dollar penalty for each Private Event held in violation of this Agreement (the "Penalty"). The Penalty may first be used to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees). One half of any remaining funds shall be distributed to the National Environmental Education Foundation, and one half shall be distributed to the Nature Conservancy of Connecticut, Inc. for use towards any conservation purpose in Fairfield County, CT, excluding maintenance or any other contribution to the Farm. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the Neighbors the full amount of such costs and expenses. If the Neighbors believe a Private Event has occurred or is scheduled to occur, they must notify Friends and the Oversight Committee (as defined herein) in writing within ten (10) days of receiving notice of such Private Event. The Oversight Committee shall make the determination as to whether a Private Event has occurred or is scheduled to occur. The Town agrees that should it host an event at the Farm, it shall also comply with this provision, but notwithstanding anything to the contrary herein, the Town will not be subject to the \$50,000.00 Penalty for

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<sup>3</sup> For the avoidance of doubt, weddings, bar or bat mitzvahs, private birthday parties, the Weston High School football banquet, and a charity ball or banquet held by a local non-profit other than Friends would constitute a Private Event. For the avoidance of doubt, permissible events include, but are not limited to, those events that are not by invitation only, are open to the general public, and involve local non-profits (i.e. Kiwanis, Backyard BeeKeepers Association, Wildlife in Crisis, etc.) which (i) are formed with charitable, educational or public service purposes (and are primarily educational in nature), while also aligning with the mission and conservation restrictions of the farm; or (ii) support the educational mission of Weston Public Schools (and are primarily educational in nature), while also aligning with the mission and conservation restrictions of the farm.

holding such an event, or for any reason whatsoever. The Parties agree that no monetary fine, including but not limited to the Penalty defined herein, shall be assessed or collected against the Town for any reason related to this entire Agreement. Further, the Town will not be responsible for payment of the Penalty or any fine assessed against Friends in the event that Friends is insolvent, bankrupt, dissolved, or for any reason unable or unwilling to pay.

The Penalty in this paragraph 6 is without prejudice to any of the Neighbors' other rights or remedies under this Agreement.

7. Within five (5) days after the Effective Date, the Parties agree to jointly execute a letter to the Attorney General of the State of Connecticut (in substantially the form attached as Exhibit C hereto), advising that the Parties have entered into the Agreement, which places certain additional restrictions on the use of the Farm, and that based on such additional restrictions the Parties agree that the future uses of the Farm and the Offutt Center are consistent with all applicable conservation restrictions, lease agreements, Attorney General opinions, deeds and local and State rules and ordinances, and that all Parties support the continued operations of the Farm and the building of the Offutt Center in accordance with this Agreement. The Parties will work together in good faith to ensure that the Attorney General approves the future uses of the Farm and the Offutt Center so long as consistent with this Agreement. Notwithstanding any provision of this Agreement, other than their execution of this Agreement and the letter referenced in this paragraph, and a letter addressed to the Town indicating their support for this project based on this Agreement (attached as Exhibit D hereto), the Neighbors shall not be required to make anything other than a de minimis expenditure of funds (including legal fees) or time in order to ensure the approval of any use of, or proposal for, the Farm or Offutt Center by the Attorney General or any public or quasi-public entity. Should the Attorney General render an unfavorable decision contrary to the terms of this Agreement so that Friends would be unable to utilize the Farm for substantially the events contemplated herein, then the entire Agreement shall be rendered null and void. If the Attorney General renders an unfavorable decision only as to Friends' ability to construct the Offutt Center, then the Town and Friends shall retain their rights as set forth in paragraph 15 of this Agreement.
8. Friends shall have the right to name and rename the Offutt Center in its sole and absolute discretion without any input from the Neighbors, but such naming may be subject to the approval of the Attorney General.
9. In the event of any disagreement under, or in any way relating to, this Agreement or the limitations and requirements set forth therein ("Dispute"), the Parties shall send a dispute notice to each other Party and enter into good faith negotiations to resolve the Dispute within thirty (30) days. If no agreement is reached, the Dispute shall be submitted to the Lachat Oversight Committee.

The Parties will establish a five (5) person Lachat Oversight Committee (the "Committee") for the purpose of ensuring that this Agreement and the Guidelines are followed. The initial four (4) members of the Committee are listed in Exhibit E attached hereto, and such members may be replaced at the discretion of the appointing Party. The Committee shall include two (2) neighbors that own property and live within a 1000-foot radius of the Farm (which the owners of the Protected Properties, at their sole option, may select, except that the owners of the Protected Properties, current or future, may not select themselves; and provided that if the owners of the Protected Properties fail to appoint two members, or are unable to agree on the individuals who should be appointed, the Board of Selectmen may appoint said individuals)<sup>4</sup>; one (1) member appointed by Friends (who shall not be a

sitting director, officer, or employee of Friends); and one (1) member appointed by the Board of Selectmen (who shall not be a sitting elected or appointed member of a Town board or commission, Town Administrator, Town counsel, or Town employee).

These four (4) members of the Committee so appointed shall work towards naming the fifth (5<sup>th</sup>) member expeditiously, and such fifth (5<sup>th</sup>) member must be chosen by unanimous consent of the four members appointed by the Parties. If they are unable to agree unanimously on a fifth (5<sup>th</sup>) member, then the Parties shall engage a neutral attorney who has an arbitration or mediation practice to work with the Parties to appoint a volunteer fifth (5<sup>th</sup>) member acceptable to the four (4) members. If the Parties are unable to agree upon a 5<sup>th</sup> member with the neutral attorney's assistance, the attorney may appoint the fifth (5<sup>th</sup>) member or may himself or herself serve as said fifth (5<sup>th</sup>) member. The fifth (5<sup>th</sup>) member of the Committee shall not be a person who is disqualified from being an appointed member of the Committee. The Parties shall share the cost of such attorney equally, including the cost of said attorney's service on the Committee if he or she becomes the fifth (5<sup>th</sup>) member.

The Committee will be empowered to investigate complaints and resolve Disputes. Should the Committee ever lack the number and kind of members required by this Agreement for a continuous period of ninety (90) days, the Neighbors, at their sole option, may: (i) declare this Agreement null and void; or (ii) by failing to declare the Agreement null and void under subparagraph 9(a)(i), continue this Agreement in full force and effect notwithstanding the lack of a Lachat Oversight Committee, in which case any provision concerning such a Committee shall be deemed severed from this Agreement unless and until a Committee having the requisite number and kind of members is created or reinstated.

- a. Upon submission of a Dispute to the Lachat Oversight Committee, the Committee shall have the authority to enforce this Agreement, including, but not limited to, through fines, penalties, the award of reasonable attorney's fees and costs to the Neighbors, and/or cancellation of events, except that under this paragraph and wherever fines and monetary penalties are referenced in this paragraph (or subparagraphs below) or anywhere in this Agreement (with the exception of paragraph 11 below), no fine or monetary penalties (including attorney's fees) shall be imposed on or collected from the Town under any circumstances, including, but not limited to, the insolvency, bankruptcy, or dissolution of Friends or the inability of Friends to pay for any reason. In the event that the Oversight Committee finds that there has been a first violation by Friends of any provision of this Agreement (other than paragraph 6 above), the Committee shall issue a formal warning to Friends of such first violation.
  - i. In the event that the Oversight Committee finds that there has been a second or subsequent violation by Friends of paragraph 3.a.i above (sound guidelines) within twelve (12) calendar months after a warning for a first violation of such paragraph, the Committee shall impose a fine of \$5000 per violation for any such second or subsequent violation within said twelve (12) calendar month period on Friends, payable to the Neighbors to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees), and any remaining funds shall be distributed to the National Environmental Education Foundation and the Nature Conservancy in conformance with paragraph 6, and the Neighbors

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<sup>4</sup> No owner of a Protected Property shall himself or herself serve as a member of the Committee.

may take additional enforcement action. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the Neighbors the full amount of such costs and expenses. No fines, attorney's fees, or costs may be assessed against the Town under this provision.

ii. In the event that the Oversight Committee finds that there has been a third or subsequent violation of any other provision set forth in the Guidelines or paragraphs 2, 3, or 4 of this Agreement, within twelve (12) calendar months after a warning for a first violation of such provision, the Committee shall impose a fine of \$1500 per violation for any such third or subsequent violation within said twelve (12) calendar month period on Friends, payable to the Neighbors to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees), and any remaining funds shall be distributed to the National Environmental Education Foundation and the Nature Conservancy in conformance with paragraph 6, and the Neighbors may take additional enforcement action. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the full amount of such costs and expenses. No fines, attorney's fees, or costs may be assessed against the Town under this provision.

- b. A decision of the Committee enforcing this Agreement shall not be appealable to the Board of Selectmen or to any other agency, commission, or department, but shall be without prejudice to any of the Parties' other legal rights or remedies.
- c. Should the Committee be unable to resolve a Dispute by majority vote, it shall be reported promptly to the Board of Selectmen for resolution, without prejudice to any of the Parties' other legal rights or remedies.

10. All Parties agree that, when executed, this Agreement shall be binding on each of the undersigned Parties. Absent agreement of all Parties, each Party agrees not to file or participate (directly or indirectly) in any legal proceeding or other state, federal or municipal application or petition ("Opposition Proceeding") that opposes, or seeks any modification to, the Offutt Center, or that is otherwise inconsistent with the terms of, any term of this Agreement, prior to the approval of the Offutt Center by all applicable state, federal, and municipal bodies. In the event that any non-party to this Agreement files an Opposition Proceeding that results in the failure of any state, federal, or municipal body to approve the Offutt Center as proposed (consistent with paragraph 1 and Exhibit A), the Town or Friends may, at its sole option, declare this Agreement null and void.

11. The Agreement shall be enforceable by the Parties in court, including but not limited to through injunctive and/or equitable relief, and no decision of the Lachat Oversight Committee or the Board of Selectmen shall be binding on any court in the interpretation or enforcement of this Agreement. In any action brought to enforce the provisions of this Agreement, the Court shall award the prevailing Party after final judgment its reasonable attorney's fees and costs, except that no award of attorney's fees or costs may be made against any of the Neighbors unless the Court first finds that he or she filed an action that was frivolous, unreasonable or groundless, or having filed an action, continued to litigate the action after it clearly became frivolous, unreasonable or groundless. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in any action in which the Town

is a party and is found specifically liable by the Court, the Court may require the Town to pay the reasonable attorney's fees and costs of the prevailing Party.

12. This Agreement shall be governed by the law of the State of Connecticut and subject to the exclusive jurisdiction of the courts thereof.
13. The Parties will issue a joint statement regarding the resolution of this controversy and agree that they will not disparage any Party as a result of the controversy or with respect to the terms of the Agreement.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A copy of this Agreement, including a copy delivered by PDF or other electronic transmission, shall be enforceable for all purposes to the same extent as a wet-ink signed original. This Agreement shall not be valid and binding on the Parties until it is duly authorized and executed by all Parties.
15. If for any reason (other than an Opposition Proceeding as described in paragraph 10) the Offutt Center is not approved as proposed (consistent with paragraph 1 and Exhibit A) or is not constructed, then the Town and Friends shall be free at any time to propose and construct a single building or structure no greater in its overall size and the size of its main hall and kitchen area than provided in paragraph 1 and Exhibit A.
16. Any notice to be given to any Party or to the Committee under this Agreement shall be in writing and delivered by email and certified mail, return receipt to the following address(es), or to such other address(es) as the Party or the Committee may provide in writing:
  - a. If to the Neighbors:  
Wofsey, Rosen, Kweskin & Kuriansky  
c/o Leonard Braman, Esq. (by email)  
[lbraman@wrkk.com](mailto:lbraman@wrkk.com)  
  
- and -  
  
Current Residents (by certified mail, return receipt)  
10 Old Field Lane, Weston, CT 06883 - and -  
19 Walden Woods Lane, Weston, CT 06883
  - b. If to the Town:  
Berchem Moses, PC  
c/o Ira Bloom, Esq. (by email)  
[ibloom@berchemmoses.com](mailto:ibloom@berchemmoses.com)  
  
- and -  
  
First Selectwoman, Town of Weston (by certified mail, return receipt)  
Weston Town Hall, 56 Norfield Road, Weston, CT 06883
  - c. If to Friends:  
FLB Law  
c/o Eric Bernheim (by email)  
[bernheim@flb.law](mailto:bernheim@flb.law)

- and -

Friends of Lachat, Inc. (by certified mail, return receipt)  
106 Godfrey Road West, Weston, CT 06883

- d. If to the Oversight Committee:  
To each member of the Committee at the following addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
18. No failure or delay on the part of any Party in exercising any right or remedy under this Agreement, or in insisting upon compliance by any other Party with its obligations hereunder, shall operate as a waiver of the Party's right to exercise any such right or remedy or to demand such compliance.
19. Each of the Parties represents that it has the requisite power and authority to execute and perform this Agreement.
20. The Effective Date of this Agreement shall be when all Parties have signed the Agreement. Until all Parties have signed this Agreement, the terms of the Agreement shall not be binding upon the Parties.
21. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**TOWN OF WESTON**

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized

**FRIENDS OF LACHAT, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized

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Jennifer Gruen

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David Gruen

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Julia Sears

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David Ambrose

I, \_\_\_\_\_, duly authorized on behalf of the Nature Conservancy of Connecticut, Inc., do hereby agree and consent to the terms of this Settlement Agreement.

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EXHIBIT A

(Approved Offutt Center Plans)





SOUTH ELEVATION



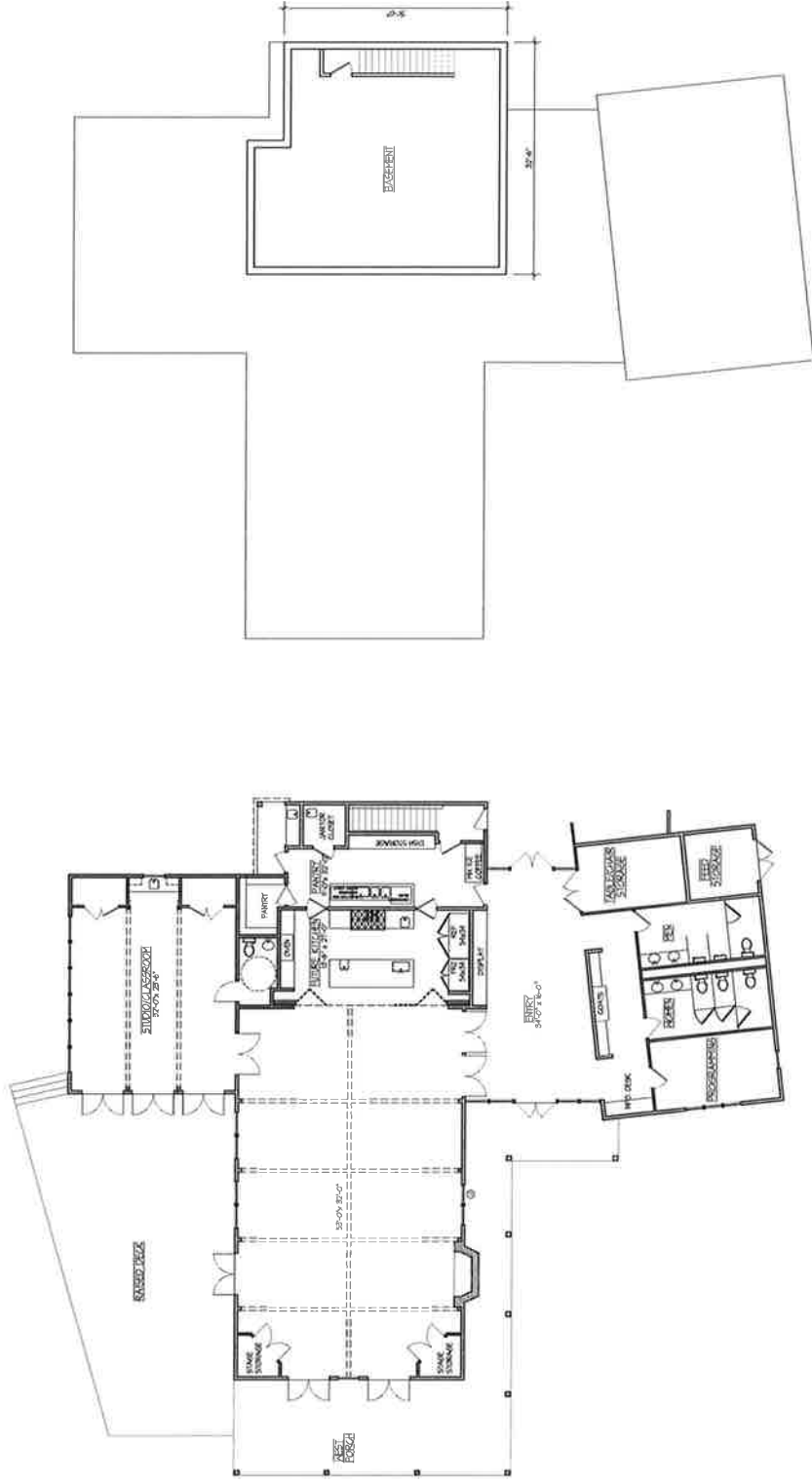
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



BASEMENT LEVEL PLAN

MAIN LEVEL PLAN

**EXHIBIT B**

**(Guidelines)**

## **Guidelines for Use of Lachat Town Farm Property**

**Date: 10/11/21<sup>1</sup>**

As a means of maintaining safety and limiting negative impact on the immediate neighbors while continuing to provide the townspeople with appropriate recreation and educational opportunities at Lachat Town Farm, the Commission has approved the following policies and guidelines. The policies set forth are designed to address and mitigate the main concerns expressed by the neighborhood which relate to traffic, parking, noise, trash, and the number of events expected to take place on site. A procedure to allow for grievances is also provided so there is accountability for operations on the property.

### **I. General Use:**

- A. Permitted Uses: Events which align with the farm's mission, conservation restrictions and lease agreement. Events held in the interest of local non-profits (i.e. Kiwanis, Backyard BeeKeepers Association, Wildlife in Crisis, etc.) which are formed with charitable, educational or public service purposes or events held which support the educational mission of Weston Public School (and are primarily educational in nature) while also aligning with the mission and conservation restrictions of the farm.
- B. Prohibited Uses: Motorized amusements, Drive in Movies and "drive-through" events, Conventions, private events<sup>2</sup>.

### **II. Traffic:**

- A. There will be a cap of 200 cars on site inclusive of both the lower and upper parking lots.
- B. For events expecting more than 80 cars, when it is feasible given the structure of the specific program or event, we will implement a ticketing system for reserved parking in the lower lot for the first 80 cars who register and all others will be notified to park in Upper Field.
- C. For events expecting more than 80 cars, four age 18 and older paid attendants will be located in the lower lot plus two in the upper lot for management of traffic flow.
- D. The dirt road between the lower and upper lots will be maintained so that visitors can walk between lots to avoid pedestrians walking along the main roadways.
- E. A new attractive and permanent sign will be erected at the corner of Godfrey West and Newtown Turnpike. This will help reduce confusion as to the location of the farm so that fewer cars are rerouted and turn around in the driveways of neighbors.

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<sup>1</sup> The use of the Farm as set forth in the Guidelines is subject to the additional limitations and requirements set forth in the "Settlement Agreement" dated \_\_\_\_\_. Notwithstanding anything to the contrary in the Guidelines, the Parties agree to abide by all acceptable uses of the Farm as set forth in the Settlement Agreement.

<sup>2</sup> A "Private Event" for purposes of these Guidelines shall have the same definition as set forth in paragraph 6 of the Settlement Agreement. As set forth therein, a "Private Event" is defined as an event that results from a private rental of the Farm or any portion of the Farm for any event that is by invitation only and that is not open to the general public (subject only to the attendance restrictions set forth in the Guidelines), or that requires or suggests a payment to any person or entity other than the Farm. For the avoidance of doubt, weddings, bar or bat mitzvahs, private birthday parties, the Weston High School football banquet, and a charity ball or banquet held by a local non-profit other than Friends would constitute a Private Event.

- F. Erect temporary signage at the base of Ladder Hill South for events expecting more than 80 cars.
- G. Erect permanent signage at the entrance of the Ladder Hill South entrance to our upper lot.
- H. Clear 'Enter' and 'Exit' signs will be painted at the access points of the lower lot to improve the flow of traffic.
- I. Lachat will ask the town to erect a "SLOW CHILDREN AT PLAY," "FARM CROSSING" or other traffic control measures for Godfrey Road.
- J. Parkers will direct cars to pull into the farm parking lots before checking tickets to reduce the bottle-neck at the entrance and improve the flow of traffic on the main roads.

### **III. Parking:**

- A. "No Parking" signs will be posted along Godfrey Road prior to the start of an event or program expecting more than 80 cars.
- B. "No Parking" signs will be taken down by 9am the morning following an evening event.
- C. One age 18 or older paid volunteer will be stationed either by the entrance to Old Field Lane or Walden Woods Road for the duration of an event for which 80 or more cars are anticipated to prevent visitors from parking along and/or turning around on these roads.
- D. Neither the lower parking lot nor upper meadow will be paved.
- E. Neither the lower parking lot nor the upper meadow will include any overhead flood lighting.

### **IV. Noise:**

- A. Amplified music will be limited to a level that is demonstrated to diminish to 55dBA or lower at all of the neighboring residential property lines closest to the Farm (i.e. those properties abutting the Farm on Walden Woods Road, on Ladder Hill Road, and on Godfrey Road) when measured with a calibrated ANSI Type 2 sound level meter or better, based on reasonable industry standards for monitoring dBA, and in the absence of any other influencing factor on the noise level – including, but not limited to: traffic, wind/rain, landscaping equipment, dogs barking, etc. SH Acoustics will repeat sound studies during a live Music in the Meadow and Farmer's Market event to replicate the actual concert conditions. Friends will work with the sound consultant to determine the best way to achieve a level of 55dBA or lower at all of the neighboring residential property lines closest to the Farm as set forth herein, and will institute those measures and monitor them periodically for compliance.
- B. Sound crews and bands will be informed as to the maximum permissible decibel levels based upon standards established as a consequence of the noise study and Friends and/or the Town will be required to work with sounds crews and bands to implement the measures recommended by SH Acoustics to ensure that sound levels diminish to 55dBA or lower at the neighboring residential property lines closest to the Farm as set forth herein.
- C. Allowable sound limits will be communicated to the visiting band during the contracting process but controlled by Friends sound technicians during the events.

- D. During an amplified music event, decibel readings will be taken at least every 30 minutes to maintain control and minimize impact on the surrounding neighborhood.
- E. Amplified music and audio will end by 9pm for all events and programs. Bands will be informed of the 9pm curfew and be provided with a reminder prior to 9pm before power to the stage is cut to ensure that it is a hard curfew. Start and end times of all Farm events will be posted accurately on the Farm's website.

**V. Number of Events:**

- A. At the beginning of each calendar year, the Large Events (defined as those expecting more than 100 people in attendance excluding paid or volunteer staff) will be publicly posted on the Lachat Farm website and shared with the Board of Selectmen.
- B. Large Outdoor Evening Events as defined above will be limited in number to 11. Examples of Large Outdoor Evening Events include Music in the Meadow, Farmers Market, Hoe Down and Spring Fundraiser.
- C. Large Events will be limited in number to 30 (inclusive of the 11 Large Outdoor Evening Events referenced above). Examples of Large Outdoor Day Events include Earth Day Celebration, Spring Egg Hunt, Opening Day, Autumn Celebration, Candy Cane Hunts and a Holiday Market. Example of a Large Indoor Day Event is the Noon Year's Eve Celebration.
- D. Examples of Large Indoor Evening Events include Fireside Concerts, Holiday Sing-A-Long.
- E. There will be no limit of outdoor or indoor programming and classes smaller in size than 100 attendees.
- F. With respect to the 19 Large Events that are not Large Outdoor Evening Events (e.g., Music in the Meadow, Farmers Markets, and Spring and Fall Fundraiser) and that comprise Indoor Day; Indoor Night, and Outdoor Day events:
  - i. A Large Event is defined as more than 100 people on the Farm at one time.
  - ii. A Day event would be no longer than 6 hours and would be held between the hours of 9 am and 5 pm.
  - iii. An Evening event would be no longer than 5 hours and would be held between the hours of 4pm and 10pm, provided any music or performances will cease at 9pm.
  - iv. These events will be ticketed events and no more than 200 tickets will be sold, except:
    - a. there could be up to 2 events per year with up to 300 tickets sold; and
    - b. the holiday market is excluded from this restriction.
  - v. These events shall not involve amplified music similar to Music in the Meadow. Some, however, involve high school students or solo/trio/quartet musicians who use small, non-commercial speakers.
  - vi. There shall be no more than three Large Events of any type per month and not more than 30 Large Events of any type in a calendar year.
  - vii. There shall be no more than 11 Large Events from June through September.

**VI. Offutt Center:**

- A. There will be no limit to indoor programming and classes in the proposed education center with less than 100 ticketed attendees.
- B. The proposed education center will require paved spaces to accommodate handicap parking.

**VII. Trash:**

- A. By 9am after all events exceeding 100 attendees, No Parking signs and any resulting trash will be removed from Godfrey Road.
- B. The Farm Managers will walk the front of the property to assess for debris at least once per week.

**VIII. Plan for Enforcement:**

The Guidelines shall be enforced pursuant to paragraphs 9 and 11 of the Settlement Agreement.

**IX. Modification of Guidelines:**

Lachat Town Farm Commission resolved that the "Guidelines for Use of Lachat Town Farm Property" are approved and shall apply to all future uses of the Lachat Property. The Commission further resolves that the "Guidelines for Use of the Lachat Town Farm Property" shall be posted on the town website. The Guidelines shall not be modified without the express written consent of the Parties (as defined in the Settlement Agreement), not to be unreasonably withheld, conditioned, or delayed. Any modification of the Guidelines shall be in compliance with the requirements of agreements governing the Farm and applicable law. Friends and the Town will communicate and notify the neighbors within 1000 feet concerning any items most impactful to the immediate neighborhood. The Parties shall review the Guidelines and each and every one of the additional limitations and requirements set forth in the Settlement Agreement no later than twenty-five (25) years from the Effective Date of the Settlement Agreement. Such review shall consider whether modifications, if any, should be made in view of changed conditions or needs of all the Parties, along with due consideration for the goals and spirit of the Settlement Agreement. The Parties shall engage in such review in good faith and agree that such changes in conditions may allow for reasonable changes. Subsequent similar reviews shall occur at five (5) year intervals thereafter.

EXHIBIT C

(Letter to Attorney General)





Caitlin Calder  
Office of the Attorney General  
State of Connecticut  
[Caitlin.Calder@CT.gov](mailto:Caitlin.Calder@CT.gov)

**Town of Weston Lachat Town Farm and Offutt Center**

Dear Ms. Calder:

We refer to the letters previously sent to you regarding Lachat Town Farm and proposed Offutt Center, i.e., (1) the letter dated April 29, 2021 from then First Selectman Christopher D. Spaulding on behalf of the Town of Weston (the "Town"); and (2) the letter dated May 11, 2021 from Attorney Leonard M. Braman, on behalf of David and Jennifer Gruen, Julia Sears and David Ambrose (the "Neighbors"), who are immediate neighbors of the Lachat Town Farm.

This letter is submitted jointly by the Town and the Neighbors to advise you that they have engaged in productive conversations concerning the programming and activities of the Lachat Town Farm, and the plans for building the proposed Offutt Center. Based on those conversations, the parties have entered into an agreement (the "Agreement") that places certain additional restrictions on the use of the Farm. A copy of the Agreement and the accompanying guidelines for use of the Farm are attached hereto as Exhibits 1 and 2.

Based on the Agreement and guidelines, the Town and Neighbors agree that the activities and programming at the Farm and the construction of the Offutt Center are consistent with all applicable conservation restrictions, lease agreements, deeds and local and State rules and ordinances. Specifically, following the Attorney General's approval, on April 2, 2012, the Town and Nature Conservancy filed an Amended and Restated Conservation Restriction (attached as Exhibit 3), which provided for "the right to carry out non-commercial agricultural activities, including but not limited to a town farm or community gardens." The Agreement and attached guidelines reflect appropriate types and levels of activities for a "town farm" and are consistent with the programming of other town farms in Connecticut as well as the conservation easement on the property.



Similarly, the proposed Offutt Center as outlined in the Agreement is permissible under the conservation easement and consistent with the desires of Mr. Lachat. The conservation easement specifically reserves the right of the Town and Nature Conservancy to “build . . . such buildings, parking areas . . . or other structures or facilities as shall directly serve and enhance the conservation purposes of this Grant.” The building of a Visitor’s Center on the property was specifically contemplated by the Town, the Nature Conservancy and Mr. Lachat at the time that the property was sold by Mr. Lachat (Agreement dated December 22, 1997 attached as Exhibit 4). The Offutt Center is therefore consistent with the intent of the parties as set forth in the applicable agreements.

Accordingly, the Town and Neighbors support the continued operations of the Farm and the building of the Offutt Center in accordance with the Agreement.

In light of the above, the undersigned jointly request that the Attorney General approve the continued operations of the Farm as outlined in the Guidelines attached to the Agreement and the building of the proposed Offutt Center in accordance with the Agreement.

The undersigned are available to provide any additional information you may require in this regard.

Sincerely,

David Gruen  
Jennifer Gruen  
Julia Sears  
David Ambrose

TOWN OF WESTON

By: \_\_\_\_\_  
Leonard M. Braman, Esq.  
Selectwoman

By: \_\_\_\_\_  
Samantha Nestor, First

EXHIBIT D  
(Letter to Town)

FOR IMMEDIATE RELEASE

Carol Baldwin  
President  
Friends of Lachat  
203.984.8403

**Friends of Lachat and Farm Neighbors  
Come to Agreement to Pursue Offutt Educational Center**

Municipal hearings to be scheduled

**Weston, Conn. (Sept. xx, 2021)** – Friends of Lachat (FOL) and a group of Lachat Town Farm neighbors today announced that they have reached a comprehensive agreement to establish guidelines for use of farm property and for the construction of a new educational center at the farm.

The agreement, which still needs to be reviewed by the Town attorney, approved by the Town, and reviewed by the Nature Conservancy, would enable Friends of Lachat to continue with its current programming, including Farmers Markets, Music in the Meadow, and other popular events at the farm, while establishing parameters for the frequency of the events, their size, sound volume, and traffic management.

Carol Baldwin, President of Friends of Lachat, said, “we are thrilled to reach an agreement with our neighbors as we turn to town approvals for the Daniel E. Offutt III Educational Center.”

The agreement will enable Friends of Lachat to demolish the dilapidated three car garage and construct a post and beam structure in its place just to the north of the historic David Godfrey homestead. This educational center, designed by local architect Rob Sanders, features a central hall, a demonstration kitchen, an art studio, storage, and restroom facilities.

To fund the construction, Friends of Lachat has been offered a \$2 million gift with matching funds of another \$1 million by the trustee for the estate of longtime Weston resident, Daniel E. Offutt III. In addition, during a brief outreach to major donors in town, Friends of Lachat obtained pledges of \$850,000 this past spring.

Plans for the property will be reviewed in the coming weeks by the Planning & Zoning and the Conservation Commissions.

Lachat Town Farm offers farming, environmental education, and cultural experiences that appeal to and celebrate the diverse groups in our community in terms of age, sex, race, religion, and income level. For more information visit <https://lachatownfarm.org>

EXHIBIT E

(Initial Members of Lachat Oversight Committee)

9. Interview of Abby Watson for a position on the Sustainable Weston Committee: **no motion**

# ABBY WATSON

## ABOUT

As a Senior Manager with 12 years of diverse experience in the sporting goods industry, I have expertise in the field and am a strategic thinker who collaboratively translates sales, supply chain, marketing & finance needs into omni channel business opportunities.

## EXPERIENCE

**adidas**, Portland, OR

*Senior Manager Excess Inventory*, January 2020-Present

- Manage a team of analysts and am responsible for board level sales and inventory KPIs
- Work cross functionally to manage excess inventory in a manner that mitigates risk, maximizes commercial opportunity and improves omni-channel profitability
- Manage product life cycles and key franchises, preventing disruption to brand image and retail marketplace
- Build and execute strategies that deliver results, such as reducing excess inventory by 50% in the second half of 2020

*Senior Inventory Analyst*, January 2018 - January 2020

- Automated processes and developed reporting to create controls and improve visibility to clearance policy, sales and excess inventory for senior leaders and key stakeholders
- Leveraged product knowledge, analysis and objective point of view to lead commercial inventory initiatives with wholesale, retail, supply chain, finance and marketing

*Business Analyst*, March 2016 - January 2018

- Supported management decision making with a variety of reporting, analysis and forecasting focused on the volume & digital sales channel which represented \$270M in annual net sales
- Built liquidation plans for excess inventory with a variety of internal business partners

**Rapha Racing**, Portland, OR

*Finance Manager*, August 2012 - March 2016

- Lead financial reporting and compliance for the US market which drove \$16M in annual sales with 30% year over year growth in the direct to consumer cycling apparel industry
- Developed tools for management and budget holders to make strategic business decisions
- Managed all cash flow, including Account Receivable, Account Payable and cash flow planning
- Managed and participated in global Women's Ambassador program

**Trek Bicycle Corporation**, Waterloo, WI

*Inside Sales Representative*, December 2011 - August 2012

- Managed allocation, shipping, customer service and sales for dealers & direct customers

**Chris King Precision Components**, Portland, OR

*Manufacturing Logistics*, April 2008 - November 2011

- Worked with management to coordinate and implement production schedules and inventory management to support approximately \$10M in annual sales of high-end bicycle components

## EDUCATION

**Arizona State University**, Tempe, AZ — *Master of Business Administration (MBA)*

January 2018 - December 2019

**St Lawrence University**, Canton, NY — *Bachelor of Arts (BA)*

September, 2002 - May, 2006

- Graduated Cum Laude and completed semester abroad programs in London and Kenya

## SKILLS

Inventory management

Supply chain

Project management

Planning & forecasting

Marketplace knowledge

Data analysis

Product lifecycle management

Process improvement

Root cause analysis

## SOFTWARE

Excel

Access

PowerPoint

MicroStrategy

Tableau

MRP and ERP Systems

## INTERESTS & HOBBIES

Women's cycling advocate

Former brand ambassador for Rapha, Trek, Oakley & Skratch Labs

Marathon runner

Bike racer

Former IMBA board member

Podcast co-founder & former host



10. Interview Nicole Copans for a position on the Lachat Town Commission: **no motion**

# NICOLE COPANS

161 GOOD HILL ROAD • WESTON, CT 06883 • (917) 755-5125 • (203) 872-7246 • nicblake29@hotmail.com

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I have lived in Weston for over 5 years with my husband and 2 young children ages 8 and 10. My kids have known Lachat since they were 3 and 5 years old and have attended many events. They always have a great time and often talk about how much fun the farm is. Our family has fond memories of picnics, roasting marshmallows, attending farmers markets, live concerts, enjoying the beautiful vegetable gardens, pumpkin painting, movie nights, father's day specials to name some. I have attended some of their open public board meetings and I currently receive their weekly newsletter which keeps me abreast of all that is happening at Lachat.

I have served on Hurlbutt Elementary school PTO for five (5) years as Treasurer and President, Currently I am on the Hurlbutt Executive Board as Past President. During that time as PTO President, we have worked closely with the school, parents and community where we have planned educational events, fundraised and hosted many gatherings. One highlighted event was planning a successful fundraiser, "The Dinner Gala" which raised funds to help build the New Hurlbutt Playground. The playground has been a central part of the school outdoor space for the kids. It is also a place where many families gather with their kids and have a lot of fun. During my role on the PTO we partnered with the Food Pantry to raise funds during the challenging pandemic. Since the Memorial Day fair was postponed, we partnered with Lachat to host some drive-in movies as well as many other fun events for the community to enjoy.

It was such a great honor this year to be one of the selected women to be a part of the Lachat's International Women's Day celebration, video and story.

I also bring with me my professional career in Accounting, Financial and Real Estate expertise where I work remotely with a Legal Company in Accounting and Finance for their CA location and Keller Williams Realty.

It will be a great opportunity to be a part of the Lachat board and I hope that my application of interest will be considered.

See attached my professional Resume and volunteerism throughout the communities.

I look forward to hearing from you.

Kind regards

Nicole Copans  
[ncopans@kw.com](mailto:ncopans@kw.com)  
C 917 755 5125

# NICOLE COPANS

161 GOOD HILL ROAD • WESTON, CT 06883 • (917) 755-5125 • (203) 872-7246 • nicblake29@hotmail.com

## PROFESSIONAL SUMMARY

**SENIOR ACCOUNTING MANAGER** with extensive professional experience utilizing advanced skills in **investment management**, **financial reporting**, and **accounting**, to support optimal **business operations** and secure **financial solvency**. Detail-oriented **accounting manager** with a record of accurately assessing critical **financial information**. Dedicated **leader** adept at using **interpersonal skills** and **leadership** acumen to build and coach **teams** to success.

## AREAS OF EXPERTISE

- ✓
- ✓ **Financial Accounting**
- ✓ **Finance Operations**
- ✓ **Accounting Processes**
- ✓ **Investment Management**
- ✓ **Training & Development**
- ✓ **Recruiting & Onboarding**
- ✓ **Cash Management**
- ✓ **Financial Reporting**
- ✓ **Data Management**

## PROFESSIONAL EXPERIENCE & ACHIEVEMENTS

**Keller Williams Prestige Realty – Westport/Stamford CT**  
**2021 – Present**  
**Realtor**

**Outside GC LLC – Boston, MA** **2019 – Present**  
**Business Operations Associate – Remote Accounting**

**Remotely managed financial data for Business Operations.**

- Daily Cash Management – record all **ACH Wires** to **Deposit workbooks** and **Lockbox reports** to Deposit excel workbooks.
- Creating, **manipulating** and **reconciling** complex **accounting data** in excel workbooks using **pivots**.
- Recording **client payments** into **Quickbooks Online**; creating and distributing **daily deposit reports**.
- Reconcile **client payments** received with **Attorney payables report** and prepare monthly **Attorney Vendor Balance Report**.
- Process and pay **Attorneys** ensuring that **payments reconcile** to **client payments received** and deductions for **taxes** and **401k contributions**.

**2018 – 2020 - Project Based**  
**Independent Contractor – Accounting | Finance Management – Westport School of Music**

- Coordinated with the **school director** to manage **finances**, preparing **accounting reports**, reviewing **annual budget**, and assessing **quarterly financial statements** to provide **insight** on **cash availability**.
- Oversaw **monthly invoicing**, **accounts receivable (A/R)**, **account payable (A/P)**, **check payments**, and **payroll**; prepared **W2s** and **1099s** in **compliance** with **federal** and **state guidelines**.

- Reviewed **financial documents** in **preparation** for **annual audits** and **tax filings**, ensuring all **accounting journal entries (JE)** and **EOY audit entries** were **accurate**.
- Supported the efficient **allocation of resources**, presenting **information** to the **Director** and **Board** in **preparation** for **budget changes** that reduced unnecessary **spending**.
- Integrated **accounts** into **QuickBooks**, developing a completely **electronic system** for **financial management** that supplied more **accurate data** reflective of current **account status**.
- Performed a complete **cleanup** of **financial planning** and **organizational processes**, promoting **savings** through more **accurate finance management**.

- **PROFESSIONAL EXPERIENCE & ACHIEVEMENTS CONTINUED**

- Introduced and configured **QuickBooks**, modernizing key areas of **financial operations**.
- Prepared **monthly Operating Statements** and **annual Operating Budget**, organizing **financial information** to support successful **planning** and **cash management**.

**Mitsui USA – Manhattan, NY**  
**2012**

**2006 –**

**Senior Accounting Manager Consolidation Team**

- Coordinated with **accounting, finance, external auditors**, and various **business departments** and **subsidiaries** to successfully complete **mid-year reviews** and **annual audits**.
- Managed **quarterly reporting** of the company's **billion-dollar international financials** and presented **quarterly financial results** to the **accounting department** and **executive management**.
- Prepared consolidated **Balance Sheet** and **Income Statement for Annual Reporting**, upholding **Generally Accepted Accounting Principles (GAAP)**.
- Assisted **subsidiaries** and associated **companies** with **reporting packages**, including a **survey of revenue sales, IFRS transition surveys, pension plans, financial receivables, and allowance for doubtful receivables**, providing **advice on new financial policies and procedures**.
- Directed **hiring** efforts, assisting with the **selection and decision** of multiple **new recruits** in **management, accounting, and other functional areas**.
- Reviewed and corrected **cash flow roll forward schedules** and consolidated **balance sheets** and **income statements**, ensuring necessary **adjustments** were performed for all **financial documents**.
- Analyzed **equity pick up** and **investment reconciliations** to drive successful **decision making**.
- Led up to eight **accountants**, conducting **performance reviews** and developing **strategies** to improve **performance** and meet **company goals**; executed seven-day **training programs** for over 30 **employees**, utilizing **subject matter expertise (SME)** to augment **company operations**.

**Bluegreen Corporation – Boca Raton, FL**  
**2006**

**2005 –**

**Senior Financial Accounting Manager - Relocated NY**

- Maintained **responsibility** for \$300M+ in **collections** while managing **monthly financial and investment reports, month-end close-offs, financial forecasting, and department performance tracking**.
- **Recruited and hired** up to five **new hires** within the **accounting division**; developed **training manuals** for **new hires** while overseeing the **onboarding process**.
- Spearheaded **initiatives** to improve the **collection and merging of data**, promoting **efficiency and accuracy** with **reporting policies** and various **accounting procedures**.
- Served as **liaison** between a **key executive** and **third-party associates**, analyzing **client portfolios** to **target opportunities** for increased **investment**.

## **EDUCATION**

**Master of Business Administration (MBA), Finance**  
Nova Southeastern University

**Bachelor of Business Administration (BBA), Management | Concentration: Accounting**  
University of Lincolnshire & Humberside

## VOLUNTEERISM

**Hurlbutt Elementary School PTO – Weston, CT**  
**Present**  
**PTO President |Treasurer**

**2017 –**

- Utilized **Microsoft Excel** and **QuickBooks** to remotely manage **financial data**, preparing **monthly operating** and **philanthropy statements**, **annual operating budgets**, and **check and deposit processes**.
- Coordinated with **Committee Chairs** to **plan fundraisers**, handling **financial** aspects of **events** generating up to \$130K, including **transaction processes** and **general cash management**.
- Oversaw **cash management** for an **annual fundraiser**, managing **cash boxes**, **opening and closing events**, and **depositing funds** into **secure lockboxes**; reported **finances** and assessed **event performance**.
- Performed **annual tax filings** and completed **bank reconciliations**, in addition to presenting **findings of financial uses** to the **Executive Committee** to assess **operations** and **plan** for future **improvement**.

Highlights –PTO President

- Coordinated and Chaired Dinner Gala Committee – Fundraise for the Hurlbutt Elementary School Playground
- Partnered with Kiwanis Dog Jamboree
- Revamped the overgrown Hurlbutt Vegetable Garden to an All season pollinator Garden
- Initiated the Weston Food Pantry Fundraiser together with Memorial weekend Family Events

**Member RTC Committee – Weston, CT**  
**Present**  
**Fundraising Committee**

**2017 –**

- Clambake Fundraiser / Auction Items/Set Up

**Substitute Teacher K-5 – Weston, CT**

**2018 – Present**

**Election Moderator – Weston, CT**

- Local and Mid Term Election

**Keller Williams Volunteer Project – Westport, CT**  
**Clasp Homes - Vegetable Garden**

**2021**

Goal is to provide a lifetimes of care, support, and inspiration to the men and women with autism and intellectual disabilities.

- 11.** Interview of Vanessa Richards for a position on the Diversity Equity and Inclusion Advisory Committee:  
**no motion**

# Vanessa Richards

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183 Good Hill Road, Weston, CT 06883 | 914.523.8588 | Vanessa.Richards.203@gmail.com

## Professional Profile

Accomplished investigator, attorney, leader, and manager with extensive experience in complex factual investigations, litigation, cyber security, and export compliance. Trusted advisor on a full range of legal issues as well as procedures for minimizing cyber risk, managing incident response, and remediating data breaches. Trial counsel and senior litigator on high-profile national and international cases. Frequent instructor and trainer on legal topics. Adept at forging strong relationships with internal and external partners and building, managing, and leading cross-functional teams to ensure success. Strategic and analytical thinker with demonstrated organizational, writing and communication skills.

## Experience

**THE UNITED STATES ATTORNEY'S OFFICE, DISTRICT OF CONNECTICUT**  
**DEPUTY CHIEF, NATIONAL SECURITY AND CYBER CRIME UNIT | 2018 - PRESENT**  
**NATIONAL SECURITY CYBER SPECIALIST | 2016 - PRESENT**  
**COMPUTER HACKING & INTELLECTUAL PROPERTY ("CHIP") COORDINATOR | 2016 - 2018**  
**COORDINATOR FOR THE FEDERAL CYBER TASK FORCE | 2017 - PRESENT**  
**ASSISTANT UNITED STATES ATTORNEY | 2011 - PRESENT**

- Lead national security and cyber-related criminal investigations of computer hacking and fraud, botnets, dark web distribution of narcotics, business email compromises, unlawful bitcoin exchanges, economic and political espionage, and other complex federal violations.
- Provide organization and enterprise-wide guidance and training for attorneys on the latest changes and developments in various cyber-related laws.
- Supervise federal prosecutors assigned to prosecute cyber and national security matters as well as agents from the Federal Bureau of Investigation (FBI), Homeland Security Investigations (HSI), the Drug Enforcement Administration (DEA) and the United States Postal Inspection Service (USPIS).
- Created and supervise the Federal Cyber Task Force, coordinating the federal agencies in Connecticut that address cyber crime and more than a dozen local law enforcement agencies to effectively investigate and prosecute business email compromise fraud.
- Initiated, developed, and organized the USAO's annual cyber conference for executives, general counsels, and technology professionals from hundreds of companies, focusing on data security, privacy protection, and risk management, including strategies to protect against, mitigate and remediate data breaches.
- Provided instruction and training for (a) law enforcement on topics related to national security investigations and (b) the public on topics of cyber security, cyber risk identification and mitigation.
- Select Cases:
  - *United States v. Peter Levashov (Lead counsel)*: Working with the FBI in multiple jurisdictions and international partners in Spain, the Netherlands, Luxemburg, and Lithuania, indicted and convicted the Russian spammer who controlled and operated the Kelihos botnet – the largest in the world at

# Vanessa Richards

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the time of the defendant's arrest – which the defendant used to intercept victim's on-line credentials, distribute millions of fraudulent e-mails per year, and spread ransomware throughout American and international networks.

- *United States v. John Miceli (Lead counsel)*: With the assistance of DEA and USPIS, prosecuted a large-scale drug distributor, who sold millions of counterfeit pharmaceutical pills on the dark web and laundered the proceeds of those sales through unlawful bitcoin exchangers.
- *United States v. Kristian Saucier (Lead counsel)*: In conjunction with the FBI, the United States Navy, and the Counter-Espionage Section of the Department of Justice, indicted and convicted American sailor for unlawful retention of classified information as a result of his photographically documenting the entire propulsion system of the nuclear submarine on which he was serving.
- *United States v. Andrew Levine*: Using cellular phone analysis conducted by the FBI and United States Marshals Service, identified and indicted the defendant for the robbery and murder of a jeweler in Westport, Connecticut.

## **OFFICE OF THE DISTRICT ATTORNEY FOR NEW YORK COUNTY, RACKETEERS BUREAU ASSISTANT DISTRICT ATTORNEY | 2008 – 2011**

- Investigated, prepared and presented cases of larcenies, banking law crimes, tax fraud and public corruption to juries.
- Select cases:
  - *People v. Haggerty*: Indicted and convicted the defendant for Grand Larceny and Money Laundering in connection with his theft of more than \$1 million from then-Mayor Michael Bloomberg.
  - *People v. Khalil et al. (Lead counsel)*: Indicted and convicted multiple defendants of 185 counts of Falsifying Business Records and New York State Banking Law violations for structuring millions of dollars in checks to avoid federal and state banking reporting requirements.
  - *People v. Chiarappa (Lead counsel)*: Indicted and convicted defendant of Grand Larceny for stealing over \$1 million from the Lower Manhattan Development Corporation.

## **FRIEDMAN KAPLAN SEILER & ADELMAN LLP LITIGATION ASSOCIATE | 2004 – 2008**

- Worked as lead associate on multiple criminal cases, defending individuals and companies investigated or prosecuted by state and federal authorities, including the Department of Justice, local Attorney



# Vanessa Richards

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Generals, and the Securities and Exchange Commission, for selective disclosure, larcenies, kick-back arrangements and bribery.

- Conducted internal investigations, including overseeing document collection and review, leading witness interviews, negotiating deferred prosecution and plea agreements, and drafting sentencing memoranda.
- Participated in small teams to litigate civil claims of accounting and legal malpractice, RICO, breach of contract and sexual harassment.
- Drafted numerous briefs, took and defended depositions, responded to discovery requests, and coordinated document productions.

## **PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP** **LITIGATION ASSOCIATE | 2003 - 2004** **SUMMER ASSOCIATE | 2001**

- Conducted witness interviews and oversaw document production in cases, including a Securities and Exchange Commission investigation into the untimely disclosure of material information concerning client's role in debt purchase.
- Co-authored an article with a senior partner for the Securities Industry Association on the loss causation element of securities fraud claims.
- Authored briefs on the constitutionality of punitive damages and patent validity/enforceability.

## **CHAMBERS OF U.S. DISTRICT COURT JUDGE WILLIAM H. YOHN, JR.** **LAW CLERK | 2002 - 2003**

## **CHAMBERS OF U.S. MAGISTRATE COURT JUDGE ROBERT B. KUGLER** **SUMMER LAW CLERK | 2000**

## **Education**

### **UNIVERSITY OF PENNSYLVANIA LAW SCHOOL | JURIS DOCTORATE CUM LAUDE | 2002**

- Articles and Associate Editor, University of Pennsylvania Law Review
- Legal Writing Instructor
- Member, Moot Court Board

### **BARNARD COLLEGE, COLUMBIA UNIVERSITY | BACHELOR'S DEGREE CUM LAUDE | 1997**

- Degree in Political Science

- 12.** Appointment of Ellen Crown for a position on the Beautification Committee: **I move to appoint Ellen Crown to the Beautification Committee for a term to end December 31, 2025.**

Tue, Sep 28, 2:23 PM (6 days ago)

**Ellen Crown**

to me, Samantha

Dear Sara, My name is Ellen Crown. I have lived part time in Weston for over thirty years. Our primary residence was always New York City. Since the pandemic we have been spending more time out here and have decided to move here permanently and send our son, Austin to Weston High School. He is currently a freshman.

I have always loved this town but felt that there was so much that could be done to make it even better. Meeting yesterday with Nancy Thiel and Claudia Hahn was wonderful for me. I learned about the Town Green Project and was very excited by the prospect of not only beautifying this area, but creating a gathering spot for friends and neighbors in our community. I feel that one step at a time, the beautification committee is going to bring this town to a place that I always dreamed it could be. I envision more beautiful community spaces and a lovely town that brings families out to walk around and gather. Thank you for your consideration. Warmly, Ellen

Sent from my iPad

- 13.** Public Hearing on the adoption of a “Support Services Fee” Ordinance: A) **I move to open the public hearing concerning the adoption of a “Support Services Fee” Ordinance.** B) **I move to close the public hearing concerning the adoption of a “Support Services Fee” Ordinance.**
  
- 14.** Discussion/ decision to adopt a “Support Services Fee” Ordinance: **I move to adopt the “Support Services Fee” Ordinance, as proposed.**



To: Board of Selectmen  
From: Tracy Kulikowski, Land Use Director  
Date: October 7, 2021  
Re: Adoption of the Revised Support Service Fee (§70-2 of the Weston Town Code)

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The Board of Selectmen adopted the Town's current land use fee ordinance on July 1, 2006. §70-2 of the Weston Town Code contains provisions for a Support Service Fee. The Support Service Fee permits the Planning & Zoning Commission, the Zoning Board of Appeals, and the Conservation Commission to engage the services of an outside consultant to evaluate and review an application with the costs of the review paid by the applicant. The Support Service Fee section of the land use fee ordinance expired on June 30, 2021. The Board of Selectmen last extended the Support Service fee on June 22, 2017 for the period of July 1, 2017 to June 30, 2021.

The Support Service Fee is a valuable tool for the land use boards, albeit a tool that they have utilized a limited number of times. I recommend that §70-2 of The Weston Town Code, Support Service Fee, be extended without an expiration date. The Town Attorney agrees with this recommendation. Additional revisions are proposed so the Support Service Fee is consistent with Section 2(b) of Public Act 21-29, permitting municipalities to charge land use board applicants the cost of reasonable fees associated with any necessary review by consultants.

### **History**

In the fifteen years since the Support Service Fee was adopted, the Town's Conservation Commission has voted to require the fee five times. The most recent time was in November 2011 to engage Todd Ritchie, P.E. and Michelle Ford, Registered Professional Soil Scientist of GHD, Inc. to review an application to remediate wetlands violations on a site on Smith Ridge Road. The Commission approved the remediation plans and included permit conditions drafted by Mr. Ritchie. Mr. Ritchie also conducted site visits with staff, the Commission and the owner's landscape architect to assure compliance. The independent review resulted in a successful remediation project. The Planning & Zoning Commission and the Zoning Board of Appeals have never utilized the Support Service Fee.

### **SECTION 70-2 SUPPORT SERVICE FEE**

#### **Section 70-2. Support Service Fee**

- A. The Weston Planning & Zoning Commission, the Weston Zoning Board of Appeals,



and/or the Weston Conservation Commission may require the services of outside consultants WITH EXPERTISE IN LAND USE to evaluate or supplement application materials. Technical areas subject to such ~~services~~ REVIEW include, but are not limited to, ~~soil studies, water studies, traffic studies, building plans, engineering studies, surveys, etc.~~ ARCHITECTURE, ENGINEERING, TRAFFIC, STORMWATER MANAGEMENT, SEWAGE DISPOSAL, WATER SUPPLY AND SIMILAR SYSTEMS.

- B. The decision to require the Support Service Fee shall be by affirmative vote of no fewer than five members of the Planning and Zoning Commission, or no fewer than five members of the Conservation Commission, unless there are only four members qualified to vote then a unanimous vote is required. The decision to require the Support Service Fee shall be by affirmative vote of no fewer than four members of the Zoning Board of Appeals. The fees for any outside consultant(s) shall be borne entirely by the applicant and shall be deposited with the Town prior to review of such application.
- C. The applicant shall deposit 150% of the estimated cost of REASONABLE FEES ASSOCIATED WITH ANY NECESSARY review of such application by such outside consultant(s), based on a preliminary estimate determined by a qualified party or expert, prior to review of such application. Upon completion of the technical review by the outside consultant(s), the Town shall determine the costs incurred for the review and refund ~~the excess monies~~ ANY AMOUNT OF THE FEE REMAINING AFTER PAYMENT OF ALL EXPENSES FOR SUCH TECHNICAL REVIEW , INCLUDING ANY INTEREST ACCRUED, to the applicant NOT LATER THAN FORTY-FIVE (45) DAYS AFTER COMPLETION OF THE TECHNICAL REVIEW. The applicant will not be responsible for any costs incurred for THE technical ~~assistance~~ REVIEW which exceed 150% of the collected ~~estimate~~ FEES. The effective date of this section of this section of the ordinance shall be July 1, 2008. ~~This section of the ordinance shall expire on June 30, 2021, unless sooner extended by specific vote of the Board of Selectmen.~~

<i>Adopted by Board of Selectmen</i>	<i>June 3, 2008</i>
<i>Effective Date</i>	<i>July 1, 2008</i>
<i>Expired</i>	<i>June 30, 2021</i>
<i>Amended</i>	<i>October __, 2021</i>

*Note: By vote of the Board of Selectmen on 5-7-2009, the support service fee was extended to 6-30-2011. By vote of the Board of Selectmen on 5-23-2011, the support service fee was extended to 6-30-2013. By vote of the Board of Selectmen on 6-10-2013, the support service fee was extended to 6-30-2017. By vote of the Board of Selectmen on 6-22-2017, the support fee was extended to 6-30-2021.*



### **LEGAL NOTICE**

Legal notice is hereby given of a Public Hearing of the Board of Selectmen of the Town of Weston on Thursday, October 21, 2021 at 7:30 pm via Zoom Webinar for the following purpose:

To accept public comment on the adoption of a Support Service Fee in the Land Use Fee Ordinance, Section 70-2 of Chapter 70, Fees, of the Code of the Town of Weston. The proposed Section 70-2 is consistent with new state law, Section 2(b) of Public Act 21-29, permitting municipalities to charge land use board applicants the cost of reasonable fees associated with any necessary review by consultants. Section 70-2 will no longer contain an expiration date.

Copies can of the proposed ordinance can be found here:

<https://www.westonct.gov/government/legal-notices> and in the Town Clerk's Office, Weston Town Hall, 56 Norfield Rd, during normal business hours

Please click on the link below to join the Public Hearing via Internet:

<https://us02web.zoom.us/j/87657768205>

Webinar ID: 836 0379 0241

Passcode: 650197

Dial by phone: 646 558 8656

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To be published on the Town of Weston's Website on October 8, 2021 under Legal Notices

<https://www.westonct.gov/government/legal-notices>

To be published in The Norwalk Hour on Saturday, October 9, 2021

**HEARST****CONNECTICUT  
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**Order Confirmation**

<b>Ad Order Number</b> 0002661544	<b>Customer Account</b> 109906
<b>Sales Rep.</b> eswanson	<b>Customer Information</b> TOWN OF WESTON-LAND USE 56 NORFIELD ROAD WESTON CT 06883 USA
<b>Order Taker</b> eswanson	<b>Phone:</b> 2032222677 <b>Fax:</b> 2032228871 <b>Email:</b> jluiz@westonct.gov
<b>Ordered By</b> Tracy	
<b>Order Source</b> Phone	

**Ad Content Proof**

Note: Ad size does not reflect actual ad

**LEGAL NOTICE**

Legal notice is hereby given of a Public Hearing of the Board of Selectmen of the Town of Weston on Thursday, October 21, 2021 at 7:30 pm via Zoom Webinar for the following purpose:

To accept public comment on the adoption of a Support Service Fee in the Land Use Fee Ordinance, Section 70-2 of Chapter 70, Fees, of the Code of the Town of Weston. The proposed Section 70-2 is consistent with new state law, Section 2(b) of Public Act 21-29, permitting municipalities to charge land use board applicants the cost of reasonable fees associated with any necessary review by consultants. Section 70-2 will no longer contain an expiration date.

Copies can of the proposed ordinance can be found here: <https://www.westonct.gov/government/legal-notices> and in the Town Clerk's Office, Weston Town Hall, 56 Norfield Rd, during normal business hours

Please click on the link below to join the Public Hearing via Internet: <https://us02web.zoom.us/j/87657768205>

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<b>Ad Cost</b> \$93.00	<b>Payment Amt</b> \$0.00	<b>Amount Due</b> \$93.00
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**Blind Box**      **Materials****Order Notes**

<b>Ad Number</b> 0002661544-01	<b>External Ad #</b>	<b>Pick Up Number</b> 0002658804
<b>Ad Type</b> Legal Liners	<b>Ad Size</b> 2 X 20 li	<b>PO Number</b>
	<b>Color Requests</b>	

<b>Product and Zone</b> Norwalk Hour	<b># Inserts</b> 1	<b>Placement</b> Public Notices
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Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
10/9/2021



**15. Discussion/ decision concerning a vaccine mandate at the Senior Center**

16. Approval of the minutes from the Board of Selectmen Regular meeting on September 2, 2021, and the Special Meetings on October 7, 2021 and October 14, 2021: **I move to approve the unapproved minutes of the Board of Selectmen meetings held on September 2, 2021, October 7, 2021 and October 14, 2021, as presented.**

**Board of Selectmen  
Regular Meeting Minutes  
September 2, 2021 at 7.30 pm  
Meeting held remotely due to COVID 19**

1. **Call to order:** First Selectwoman Nestor called the meeting to order at 7.32pm. Also in attendance were Selectman Stephan Grozinger, Selectman Martin Mohabeer, Town Administrator Jonathan Luiz, Town Assessor Denise Hames, Fire Chief John Pokorny, Police Chief Ed Henion, EMS Chief Michael Schlechter, Dispatch Director Larry Roberts, Bernadette Kingsley, Marketing Committee Chair Andrew Palladino, Chris Faulkner from VHB and Nicole Sullivan from WestCOG.
2. **Moment of Silence in remembrance of Mike Zegers:** First Selectwoman Nestor read some words by paying tribute to Mike Zegers followed by a moment of silence.
3. **Pledge of Allegiance:** Bernadette Kingsley recited the Pledge of Allegiance
4. **Appointment of Bernadette Kingsley to the Board of Education for a term to end November 8, 2021:** Selectman Grozinger to appoint Bernadette Kingsley to the Board of Education for a term to end November 8, 2021. Selectman Mohabeer seconded this. The motion carried unanimously.
5. **Discussion/ Decision to accept the resignation of Carla Jegan Senior Center Program Coordinator effective October 22, 2021:** Selectman Mohabeer moved to accept the resignation of Carla Jegan Senior Center Program Coordinator effective October 22, 2021. Selectman Grozinger seconded this. First Selectwoman Nestor thanked Carla for all of her hard work at the senior center. Motion carried unanimously.
6. **Discussion/decision to approve a supplemental appropriation of \$5,000 for enhanced staffing in the Assessor's Office and a supplemental appropriation of \$5,000 for enhanced inspection services in the Assessor's Office:** First Selectwoman Nestor asked Town Administrator Jonathan Luiz and Tax Assessor Denise Hames to provide more information about this. Ms. Hames noted that many homes have had improvements and renovations done that have not been permitted. These updates need to be assessed – she mentioned that this along with processing new motor vehicles being registered and the time required to perform these tasks is compounding already present issues and these are being further exacerbated by the volume of home sales. There was much discussion between the Board of Selectmen on the approvals process. Selectman Mohabeer moved to approve a supplemental appropriation of \$5000 for enhanced staffing for the Assessor's office. This was seconded by First Selectwoman Nestor. The motion carried 2-1 with Selectman Grozinger not in favor. Selectman Mohabeer moved to approve a supplemental appropriation for enhanced inspection services in the Assessor's office. First Selectwoman Nestor seconded this. The motion carried 2-1 with Selectman Grozinger not in favor.
7. **Discussion/decision to approve a supplemental appropriation of \$522 for marketing materials:** First Selectwoman Nestor asked Marketing Committee chair Andrew Palladino to speak to the expense. Mr. Palladino said that this cost was for the initial print run of the maps that were designed for the Town of Weston. There was discussion around reimbursements for other out of pocket expenses – this will be addressed in an upcoming meeting. Selectman Grozinger moved to approve a supplemental appropriation of \$522 for marketing materials. Selectman Mohabeer seconded this. The motion carried unanimously.
8. **Discussion/ decision concerning the Federal Transportation Alternatives Sidewalks Grant:** Mr. Luiz introduced Chris Falkner from VHB an engineering company, which works on behalf of the Connecticut Department of Transportation. VHB would oversee the project, keep it on track and help to expedite the project. Mr. Luiz gave a brief overview of the project. Mr. Falkner explained the preliminary design phase and process. Once this is approved to move forward the next step would be to advertise for a consultant to design the project.

Selectman Grozinger moved that the Town of Weston move forward with the preliminary design phase of the Weston Town Center improvements project funded in part with federal grant dollars provided from the Transportation Alternatives Program. Selectman Mohabeer seconded this. The motion carried unanimously.

9. **Discussion/ decision concerning the WestCOG multi jurisdiction hazard mitigation plan update for 2021- 2026:** Mr. Luiz introduced Nicole Sullivan the Project Manager for the Hazard Mitigation Plan at WestCOG to provide an overview. Ms. Sullivan explained that this is the requirement from FEMA. This will be Weston's 4<sup>th</sup> time approving a Hazzard Mitigation Plan. The Board of Selectmen will review and vote whether or not to approve the plan in the next meeting.
10. **Discussion/ decision to contract with a Land Mobile Radio consultant and to authorize the expenditure of \$38,250 from the Tower Fund to pay for the consulting services:** First Selectwoman Nestor introduced Dispatch Director Larry Roberts, EMS Chief Michael Schlechter, Fire Chief John Pokorny and Police Chief Ed Henion. Mr. Roberts explained the current state of Weston's radio infrastructure and system as well as the RFP and vendor selection process. He went on to say that they had unanimously selected New England Radio based on price and the company's experience with Region 1 communications, and our surrounding towns' communications, many of whom are our mutual aid partners. Chiefs Pokorny, Henion and Schlechter echoed each others' sentiments that the system is currently old and antiquated. Selectman Mohabeer moved to authorize the First Selectwoman to sign a Town Attorney drafted contract with New England Radio LLC for Land Mobile Radio Consultant Services, and that \$38,250 be utilized from the Tower Fund to pay for contract expenses. Selectman Grozinger seconded this. The motion carried unanimously.
11. **Discussion/ decision concerning American Rescue Plan funding available to the Town:** This item was tabled.
12. **Discussion/ decision about establishing a Public Hearing on the subject of pesticide and herbicide use by Eversource:** First Selectwoman explained that she and the Town Administrator had received over 30 emails, visits and phone calls from concerned residents over the use of pesticide and herbicide by Eversource. She proposed a public hearing for Eversource to come forward and address the issue with Town residents. Selectmen Mohabeer and Grozinger expressed their support. Selectman Grozinger moved to establish a public hearing on September 14, 2021 at 7:30 pm on the subject of pesticide and herbicide use by Eversource. Selectman Mohabeer seconded this. The motion carried unanimously.
13. **Discussion/decision to hold a public hearing on a proposed ordinance concerning the support service fee for Land Use:** Mr. Luiz explained the ordinance (70-2 of the Weston Town Code) was adopted on July 1, 2006 and that it allows the town to have a land use applicant cover costs that will be incurred by the Town on behalf of the applicant. The first step to renew the ordinance is to establish a public hearing for re-adoption of this ordinance. Selectman Mohabeer moved to hold a public hearing September 14, 2021 at 7:30 pm on a proposed ordinance concerning the support service fee for Land Use. Selectman Grozinger seconded this. There was further discussion on the date with the Board of Selectmen settling on October 7<sup>th</sup>, 2021. Selectman Grozinger moved to amend the meeting date to October 7, 2021. Selectman Mohabeer seconded this. The revised motion carried unanimously.
14. **Food Truck update:** First Selectwoman Nestor provided an update on the statues on Food Trucks in Town. On Monday nights Tony's Napolitan Pizza will be outside library. A start date is to be determined. Granola Bar is interested in doing a day time and breakfast truck; they are currently in discussions on whether this will be on weekends or weekdays at Bisceglie Park.
15. **Approval of Tax Refunds totaling \$11,013.63:** Selectman Mohabeer moved to approve Tax refunds totaling \$11,013.63, as presented. Selectman Grozinger seconded this. The motion carried unanimously.
16. Selectman Grozinger made a motion to add open items to the agenda. Selectman Mohabeer seconded this. The

motion carried unanimously: Selectman Grozinger mentioned two issues that he would like to discuss before the end of his term in the next two months: The Civilian Review Board and the placement of the Dog Park. He would like to opportunity to discuss potentially moving the dark park to Biscelgie which requires less construction. First Selectwoman Nestor said that with regards to the Civilian Review Board she would like to hold a public hearing and potentially a workshop with experts in the field in order to educate the public and themselves on the subject. She expressed concerns about the Dog Park proposal, as there has already been a Town vote on the location as well as money spent on the design etc. Selectman Grozinger said that we would most likely have to have a second vote and it would make sense to discuss the pros and cons of this. First Selectwoman Nestor said that she was open to discussing this after they have the revised dog park plan and budget back from the engineers.

- 17. Approval of Minutes from the Board of Selectman Regular Meeting on August 19, 2021:** Selectman Grozinger moved to approve unapproved minutes from the Board of Selectman Regular Meeting on August 19, 2021. Selectman Mohabeer seconded this. The motion carried unanimously.
- 18. Adjournment:** Selectman Grozinger moved to adjourn 9.10pm. Selectman Mohabeer seconded this. The motion carried unanimously.

Minutes submitted by: Sara Beer, Executive Administrative Assistant

Board of Selectmen  
Special Meeting Minutes  
October 7, 2021 at 7:00 pm  
Meeting held remotely due to COVID 19

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 7pm. Also in attendance were Selectman Stephan Grozinger, Selectman Martin Mohabeer, Town Administrator Jonathan Luiz, Fire Chief John Pokorny, WVFD President Craig Cohen, Lt. Marc Barenberg, Alissa Stoltz, Ellen Crown, Charles Cuggino, Kathy Ferrier, Tracey Alston and Sean Redding from Eversource, Land Use Director Tracy Kulikowski, and town residents participating.
2. **Pledge of Allegiance:** Sarah Hutchison lead the Pledge of Allegiance
3. **Notification of upcoming community events:** First Selectwoman Nestor gave a general overview of the agenda.
4. **Proclamation for Fire Prevention Week:** First Selectwoman Nestor welcomed Fire Chief John Pokorny, WVFD President Craig Cohen, and Marc Barenberg to the meeting and read the Fire Prevention Week Proclamation.
5. **Discussion concerning the Weston Volunteer Fire Department receiving an Assistance to Firefighter grant:** Town Administrator Jonathan Luiz gave a brief overview of the grant, and introduced Fire Chief John Pokorny to speak in more detail. Chief Pokorny mentioned that they had received \$260,000 the Assistance to Firefighters Grant from FEMA to upgrade their Self Contained Breathing Apparatus (SCBA) that are currently outdated. He recognized Marc Barenberg who wrote the grant that was awarded. Mr. Barenberg went into more detail mentioning that only 20% of applicants are awarded these grants.
6. **Acceptance of Kirby Brendsel's resignation from the Lachat Town Farm Commission, Sustainable Weston Committee, and the Weston Parks and Recreation Committee:** Stephan Grozinger moved to accept Kirby Brendsel's resignation from the Lachat Town Farm Commission, Sustainable Weston Committee, and the Weston Parks and Recreation Committee effective immediately. Selectman Mohabeer seconded this. The motion carried unanimously.
7. **Interview of Alissa Stoltz for the Lachat Town Farm Commission:** The Board of Selectmen interviewed Alissa Stoltz for a position on the Lachat Town Farm Commission.
8. **Interview of Ellen Crown for a position on the Beautification Committee:** The Board of Selectmen interviewed Ellen Crown for a position on the Beautification Committee.
9. **Interview of Charles Cuggino for the Dial-A-Ride per diem backup driver position:** Mr. Luiz explained that this is a position as a backup for the Dial-A-Ride driver who at times will need help due to things like vacation or sick days etc. The Board of Selectmen interviewed Charles Cuggino for the backup driver position.
10. **Public Workshop on the use of chemicals in Weston by Eversource and the CT Department of Transportation:** First Selectwoman Nestor explained that the Town had received many complaints from concerned residents about the use of chemicals on their property. First Selectwoman Nestor explained that the representative from the Department of Transportation was unable to attend but that they would be invited back to a subsequent meeting. She introduced Kathy Ferrier and Tracey Alston from Eversource. Ms. Ferrier presented the Eversource Transmission Vegetation Program Summary. First Selectwoman Nestor introduced Sarah Hutchison a member of the Weston Pollinator Pathway to provide more information about the Pollinator Pathway. Selectman Grozinger asked a question about incompatible species and if it would be possible to mechanically remove the plants as opposed to spraying them. Ms. Ferrier answered his questions saying that the spraying stops re-sprouting and

that this program only applies to plants that grow taller than 15ft. Mr. Redding reiterated Ms. Ferrier's comments. First Selectwoman Nestor reminded everyone that this was a 3.5 mile stretch in Weston. Selectman Mohabeer asked if the surrounding Towns had expressed opposition to spraying. Ms. Ferrier said that they had not, they did have some homeowners object to this, and that they had worked with these people on solutions. Mr. Redding said that they are also interested in promoting pollinators to which Ms. Hutchison asked if their employees were trained in identifying invasive plants. Ms. Ferrier said that they have licensed arborists that go out and identify these as they create thickets that interfere with right of way access.

**First Selectwoman Nestor then opened up the workshop to the public:**

**The following residents commented, asked questions and expressed their opposition to chemical use:**

- Christina Koether – 64 Steep Hill
- Marina Marchese – Lyons Plain Road, Weston – owner Red Bee honey
- Chad Hoepfner – 25 White Birch Road
- Louise Washer – 280 Silvermine Avenue Norwalk, Norwalk Watershed
- Carol Baldwin – 31 Fanton Hill Road
- Chana Stein – 18 Good Hill Road
- Betsy Peyreigne – 45 Bradley Road – Christine's Critters
- Nancy Thiel – 69 Lyons Plains Road
- Michelle Fracasso – 43 Wells Hill Road
- Donna and Ron Barak – 55 River Road
- Diane Lauricella – not Weston Resident
- Margaret Wirtenberg – Southport
- Nicci Wiese – 59 Ridge Road

11. **Discussion/ Decision to require that Weston Senior Center visitors be fully vaccinated against Covid:** Tabled until October 21<sup>st</sup>, 2021
12. **Acceptance of AnnMarie Fontana's resignation as Administrative Assistant effective 9/30/21:** Selectman Mohabeer move to accept AnnMarie Fontana's resignation as Administrative Assistant effective 9/30/21. Selectman Grozinger seconded this. The motion carried unanimously.
13. **Discussion/decision to establish a public hearing regarding the adoption of a Support Service Fee Ordinance:** Selectman Grozinger moved to establish a public hearing regarding the adoption of a Support Service Fee Ordinance on October 21<sup>st</sup> at 7.30pm. Selectman Mohabeer seconded this. The motion carried unanimously.
14. **Approval of Tax Refunds totaling \$10,613.24:** Selectman Mohabeer moved to approve tax refunds totaling \$10,613.24, as presented. Selectman Grozinger seconded this. The motion carried unanimously.
15. **Approval of minutes from the Board of Selectmen Meetings held September 1, 2021, September 2, 2021, September 14, 2021, September 23, 2021, and September 30, 2021:** Selectman Grozinger moved to approve the unapproved minutes from the following Board of Selectmen meetings, as presented: September 1, 2021, September 2, 2021, September 14, 2021, September 23, 2021, and September 30, 2021. Selectman Mohabeer seconded this. The motion carried unanimously.
16. **Adjournment:** First Selectwoman Nestor moved to adjourn at 9.37pm

**Board of Selectmen  
Special Meeting Minutes  
October 14, 2021 9:30 AM  
The meeting was held remotely via Zoom due to Covid**

1. Call to order: First Selectwoman Sam Nestor called the meeting to order at 9:32 am with Selectman Stephan Grozinger and Selectman Martin Mohabeer present. Also present were Town Administrator Jonathan Luiz and Library Director Karen Tatarka.
2. Discussion/ Decision to hire Anne Mastroianni as Adult Services Librarian: Karen Tatarka provided background information on the recruitment for the position. Ms. Mastroianni explained her desire to work at the library in the position of Adult Services Librarian. Selectman Grozinger moved and Selectman Mohabeer seconded to hire Anne Mastroianni as Adult Services Librarian effective November 1, 2021 contingent upon the receipt of an acceptable criminal background check. The motion carried unanimously.
3. Adjournment: Selectman Mohabeer moved and Selectman Grozinger seconded to adjourn. The motion carried unanimously.

Minutes recorded by Jonathan Luiz.



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