

Board of Selectmen

Special Meeting Agenda

Monday, December 6, 2021 at 2:30 pm

Meeting held remotely due to COVID 19

Join via internet: <https://us02web.zoom.us/j/89809382888>

Webinar ID: 898 0938 2888

Join by phone: (312) 626 6799

1. Call to order
2. Pledge of Allegiance
3. Discussion/Decision to authorize the First Selectman to sign a License Agreement with the Friends of Lachat, Inc.
The license agreement concerns the construction of a new educational center at the Lachat Town Farm.
4. Adjournment

1. Call to order: no motion

2. Pledge of Allegiance: no motion

3. Discussion/Decision to authorize the First Selectman to sign a License Agreement with the Friends of Lachat, Inc. The license agreement concerns the construction of a new educational center at the Lachat Town Farm: I move to authorize the First Selectman to sign a License Agreement with the Friends of Lachat, Inc., as presented.

4. Adjournment: I move to adjourn

LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made as of December 6, 2021 (the “Effective Date”) by and between the **TOWN OF WESTON**, a Connecticut municipal corporation (the “Town”) and **FRIENDS OF LACHAT, INC.**, a Connecticut non-stock corporation (“Friends”).

RECITALS

- A. The Town and The Nature Conservancy, Inc., a District of Columbia non-stock corporation and successor-in-interest to The Nature Conservancy of Connecticut, Inc. (the “Conservancy”), are each the owners of a fifty percent undivided fee interest in two parcels of land totaling 42.671 acres in Weston, Connecticut (the “Juliana Lachat Preserve”).
- B. The Town and the Conservancy are parties to a certain Town Lease dated April 2, 2012 and recorded in Volume 528 at Page 428 of the Weston Land Records (the “Town Lease”), pursuant to which the Town leases from the Conservancy the Conservancy’s interest in a portion of the Juliana Lachat Preserve consisting of approximately 19.01 acres, as more particularly described in the Town Lease (the “Lachat Town Farm Property”).
- C. The Town may use the Lachat Town Farm Property for any lawful purpose consistent with those certain Grants of Conservation Restrictions dated December 22, 1997, December 16, 1997 and October 29, 1999 and recorded on the Weston Land Records at: Volume 257, Page 53; Volume 257, Page 63; Volume 280, Page 872 and Volume 280, Page 863, as amended by those certain Amended and Restated Conservation Restrictions dated April 2, 2012 and recorded on the Weston Land Records at: Volume 528, Page 294; Volume 528, Page 308; Volume 528, Page 322 and Volume 528, Page 281 (the “Permitted Use”).
- D. Friends is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
- E. The mission of Friends is to restore, maintain and improve the buildings, facilities and grounds at the Lachat Town Farm Property and to offer farming, environmental education, and cultural experiences for all ages, community-building opportunities, and to create an important connection with and enjoyment of the land that fosters a happier, healthier and more “grounded” community (the “Mission”).

- F. The Town established the Lachat Town Farm Commission (the “Commission”) to oversee the development and operation of the Lachat Town Farm Property including, but not limited to, oversight of all programs and events; renovation, maintenance and use of the facilities; activities of all employees, contractors and volunteers; and interfacing with the Town and the community. This oversight includes the activities of Friends at the Lachat Town Property.
- G. With funds generously pledged by the Daniel E. Offutt III Charitable Trust (the “Trust”), Friends has proposed to construct a new educational center (the “Offutt Center”) on the Lachat Town Farm Property. The funds pledged by the Trust include certain conditions, including provisions regarding naming and recognition which are to be maintained in perpetuity.
- H. Architectural design plans for the Offutt Center are attached hereto as Exhibit A (the “Design Plans”).
- I. The Town, Friends and a group of neighbors entered into a certain Settlement Agreement dated December 1, 2021, a copy of which is attached as Exhibit B (the “Settlement Agreement”).
- J. The Settlement Agreement includes limitations on the size of the Offutt Center and restrictions on the use of the Lachat Town Farm Property, including, without limitation, those certain Guidelines for Use of Lachat Town Farm Property approved by the Commission dated October 11, 2021 (the “Guidelines”).
- K. Friends and the Town wish to memorialize the terms under which Friends will continue its Mission at the Lachat Town Property in the coming years and enhance that Mission through the construction of the Offutt Center.

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Town and Friends agree as follows.

ARTICLE I LICENSE

1.01. Grant of License. The Town hereby grants to Friends a license to restore, maintain and improve the buildings, grounds and facilities at the Lachat Town Farm Property; to offer farming, education and cultural experiences and programs at the Lachat Town Farm Property and to construct the Offutt Center in accordance with the terms of this Agreement.

1.02. Restrictions on Use. The Lachat Town Farm Property is to be used solely and exclusively in furtherance of the Mission and under the oversight of the Commission. Friends shall not authorize or permit, as part of its programs or activities, any use or activity upon the Lachat Town Farm Property that is outside the scope of the Permitted Use or inconsistent with the Settlement Agreement or the Guidelines.

1.03. Rules Applicable to Construction. Friends shall comply with the following rules with respect to design and construction of the Offutt Center (the “Project”).

1.03.1. Friends shall bear all costs and expenses related to design, construction, fixtures and furniture. Friends acknowledges that Friends will be responsible for, and will raise the funds necessary to cover, the full cost of the Project in the event of a cost overrun or dispute with a design professional, contractor, donor or the Trust.

1.03.2. All design professionals shall be licensed in the State of Connecticut and carry insurance that meets or exceeds the insurance requirements prescribed in Exhibit C (the “Insurance Requirements”).

1.03.3. All material changes to the Design Plans will be subject to review and approval by the Commission.

1.03.4. All contractors will be selected by competitive bidding and all contract awards by Friends will be subject to the commercially reasonable review and approval by the Commission.

1.03.5. All construction contracts will: (a) be in writing in American Institute of Architects (AIA) format; (b) indicate Friends as the named party; (c) not indicate the Town as a named party, co-signor or guarantor; and (d) include a provision pursuant to which the contractor agrees to waive and release the Town from any and all claims for breach of any payment obligation of Friends.

1.03.6. Prior to the start of construction, a labor and materials payment bond will be required from each contractor performing work or supplying materials pursuant to a contract with a price of \$100,000 or more in accordance with Connecticut General Statutes Section 49-41.

1.03.7. Prior to the start of construction, a performance bond will be required from each contractor performing construction work pursuant to a contract with a price greater than \$100,000.

1.03.8. No excavation or construction work will be authorized or permitted to commence until Friends has certified in writing to the Commission that Friends has entered into a written agreement with the Trust and has received other bona fide pledges such that the funds that are to be received from donors for the Project (“Total Expected Grant Funds”) are sufficient to cover the full cost of the Project, including all design professionals’ fees, consultants’ fees and the architect’s current estimated cost of work of the Project (the “Estimated Project Cost”). No excavation or construction work will be authorized or permitted until Friends has delivered to the Commission a schedule of the estimated payments for the construction of the Project together with a schedule of the expected timing of receipt of grant and pledge funds to reasonably demonstrate that Friends will have sufficient funds to meet expected payments for construction throughout the course of the Project. No excavation or construction work will be authorized or permitted until Friends has delivered to the Town Administrator a check in the amount of \$150,000.00 (the

“Contingency Fund”). The Town will set aside the Contingency Fund in an account dedicated exclusively for one or more of the following uses: securing the uncompleted structure against the weather and the elements; completing construction; or demolishing the building (the “Qualified Uses”). The Town will not use the Contingency Fund unless the Town’s Board of Selectmen, in its sole discretion, determines that a cost overrun, funding deficiency, or a dispute with a contractor, design professional, donor or the Trust threatens the timely completion of the Project such that use of the Contingency Fund is appropriate. If the Town has not used any of the Contingency Fund and work on the Project has progressed so that it is at least 95% complete (“95% Completion”), then, upon receipt of a written request by Friends, accompanied by a certification of 95% Completion by the Project’s architect, the Town will deliver the Contingency Fund to Friends or, at Friends’ direction, to a contractor, design professional or other service provider associated with the Project. Friends agrees to indemnify and hold harmless the Town and the Town’s elected and appointed officials, employees and agents from and against all claims, judgments, costs and expenses, including, without limitation, attorneys’ fees and court costs, arising out of any cost overrun, funding deficiency or dispute with a contractor, design professional, donor or the Trust, including, without limitation, any sum that the Town’s Board of Selectmen deems necessary for the Qualified Uses. For the avoidance of doubt, the indemnification covenant of Friends shall not be limited to the amount of the Contingency Fund.

1.03.9. Prior to commencing work, all construction contractors will be required to deliver evidence of insurance coverage that meets or exceeds the Insurance Requirements.

1.03.10. Friends will collaborate with the architect (and construction manager, if Friends so elects) in overseeing the construction work to the end that construction work is completed on schedule, on budget and that the cost of construction does not exceed the Total Expected Grant Funds. If Friends learns or discovers that the cost of the Project is likely to exceed the Total Expected Grant Funds (a “Cost Overrun”), Friends shall promptly give written notice to the Commission and recommend a course of action to eliminate or limit the Cost Overrun.

1.03.11. Friends will report to the Commission at least once per month during the construction period as to the status of construction including costs incurred, estimated completion date and estimated costs to complete, and the status of receipt of Total Expected Grant Funds.

1.03.12. Within two (2) months after issuance of a Certificate of Occupancy, Friends will deliver to the Town a set of As-Built Plans for the Offutt Center.

1.04. Ownership and Donation of the Offutt Center. Friends will be deemed to be the owner of the Offutt Center throughout the period of construction and up until the date that Friends donates the Offutt Center to the Town. Prior to opening the Offutt Center to the public or conducting any program activities in the Offutt Center, Friends shall deliver to the Town a letter officially donating the Offutt Center to the Town. Upon receipt of the donation letter and at all times thereafter, the Town will be deemed to be the owner of the Offutt Center.

1.05. Naming and Recognition. The Town shall be obligated to abide by the naming and recognition provisions listed in Exhibit E which are key provisions under the agreement that

Friends has entered into with the Trust and an integral part of the Trust's willingness to provide grant funds for the Project. The defined terms in that exhibit refer to the defined terms in the agreement between the Trust and Friends of Lachat. Notwithstanding anything to the contrary in this Agreement, the Town's obligation under this provision will survive any termination of this agreement.

1.06. Alterations, Improvements, Maintenance and Repairs. Friends shall not make any alterations, installations or improvements to any structure now or hereafter located on the Lachat Town Farm Property without the prior approval of the Commission. The Commission may place reasonable conditions on its approval of any alterations, installations or improvements including, without limitation, delivery of insurance certificates, bonds, and permits. Friends shall, at its expense, maintain all structures now or hereafter erected by Friends that are located on the Lachat Town Farm Property and maintain them in good order and condition.

1.07. Services and Utilities. Friends shall pay for all services, fuel oil and utilities consumed in, or in connection with the Lachat Town Farm Property, including, without limitation, snowplowing. Friends shall contract directly with the service, fuel oil and utility providers for service to the Premises.

1.08. Maintenance Fund. As a condition of Friend's agreement to be bound by Section 1.06 and Section 1.07 of this Agreement, the Town agrees to make available for maintenance and upkeep of the Lachat Town Farm Property the full amount of the funds available to be disbursed from the endowment fund established in the Cooperative Agreement dated October 9, 1997 as modified by the Agreement and Amendment to the Cooperative Agreement dated April 2, 2012.

ARTICLE II TERM AND TERMINATION

2.01. Term and Renewal. This Agreement shall be effective for a period of five (5) years beginning on the Effective Date and ending on the fifth anniversary of the Effective Date (the "Ending Date"). Thereafter, this Agreement shall automatically renew for successive periods of five years, each successive period ending on the anniversary of the Ending Date (the "Anniversary Date"), unless the Town delivers to Friends Notice of non-renewal at least thirty (30) days prior to the Anniversary Date (a "Non-Renewal Notice").

2.02. Termination. Either party may terminate this Agreement at any time by delivering to the other party Notice of termination at least thirty (30) days prior to the termination date specified in the Notice of termination, provided, for the Town to terminate, the Town's Board of Selectmen must hold a public hearing and pass a resolution approving the termination of this Agreement. Upon expiration or termination of this Agreement, Friends shall remove all of its personal property from the Lachat Town Farm Property.

ARTICLE III INDEMNIFICATION

3.01. Friends agrees to indemnify, defend, and hold harmless the Town and the Town's elected and appointed officials, agents and employees from and against any and all liabilities, obligations, damages, penalties, claims, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of, in connection with, or related to the failure of Friends to fulfill the obligations of Friends under this Agreement either by act or omission, including, without limitation, with respect to obligations regarding repair, maintenance and operation of the facilities and structures at the Lachat Town Farm Property and the design, construction and maintenance of the Offutt Center. The responsibility of Friends shall extend to the acts and omissions of its agents, contractors, subcontractors, employees and volunteers. Friends hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings described herein. The obligation of Friends under this Article III shall be limited to the amounts of insurance coverage described in Exhibit D or the amounts of insurance coverage carried by Friends, whichever is greater. The provisions of this Article III shall survive the termination of this Agreement, and shall be separate and independent of any other provision of this Agreement.

ARTICLE IV FRIENDS' INSURANCE

4.01. Friends shall, either on its own account, or by arrangement with the Town, obtain and maintain the insurance coverage described in Exhibit D for the duration of this Agreement. The insurance and additional insurance requirements stated herein shall be separate and independent of any other requirement or provision of this Agreement. Friends shall not authorize or permit any actions by its volunteers, employees, agents, contractors or subcontractors, as the case may be, on or impacting the Lachat Town Farm Property or the Offutt Center which are or may be contrary to law; which will invalidate or be in conflict with any policy of insurance at any time carried with respect to the Lachat Town Farm Property or the Offutt Center; or which might subject the Town to any liability for personal injury, property damage, penalty, fine, or other financial loss or expense.

ARTICLE V ASSIGNMENT AND SUBLICENSING PROHIBITED

5.01. Friends shall not assign this Agreement or sublicense any of its rights under this Agreement without the prior approval of the Commission and the Town's Board of Selectmen.

ARTICLE VI NOTICES

6.01. For purposes of this Agreement, "Notice" means only written notification given by one party to the other. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt) or a nationally recognized courier service which requires the recipient to sign a receipt (such as FEDEX or UPS Next Day); or hand delivery to the recipient's Notice Address. All Notices will be effective on receipt, except in the case of hand delivery, in which event the Notice will be effective as of the date of delivery. Notice must be given to the other party at the party's Notice Address. Either party may change its Notice Address by delivery of Notice to the other party.

6.02. For purposes of this Agreement, “Notice Address” means as follows.

(a) For the Town: Town of Weston, 56 Norfield Road, Weston, CT 06883, Attention: First Selectwoman.

(b) For Friends: Friends of Lachat, Inc., 31 Fanton Hill Road, Weston, CT 06883, Attention: President.

ARTICLE VII MISCELLANEOUS

7.01. 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.

7.02. No amendment, modification or termination of this Agreement shall be effective unless and until a written instrument is signed by the Town and Friends.

7.03. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Town and Friends, and their successors and permitted assigns.

7.04. Nothing contained in this Agreement shall be construed to make the Town and Friends partners or joint venturers or to render either of them liable for the debts or obligations of the other.

7.05. No delay or omission by either party in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any covenant, condition, provision or performance under this Agreement shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, provision or performance of this Agreement.

7.06. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of law.

7.07. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement and all of its other provisions, and all portions thereof, as well as application thereof to any other person or circumstance, shall be severed therefrom and shall not be affected thereby, and each such provision or portion thereof shall be valid and enforceable to the fullest extent permitted by law.

7.08. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other

electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

7.09. The paragraph headings of the articles of this Agreement are for convenience only and not for interpretation of any of the terms and conditions of this Agreement.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the date of this Agreement being the Effective Date notwithstanding the date indicated below any signature below.

FRIENDS OF LACHAT, INC.

Signature _____

Name _____

Title _____

Date _____

TOWN OF WESTON

Signature _____

Name: Samantha Nestor

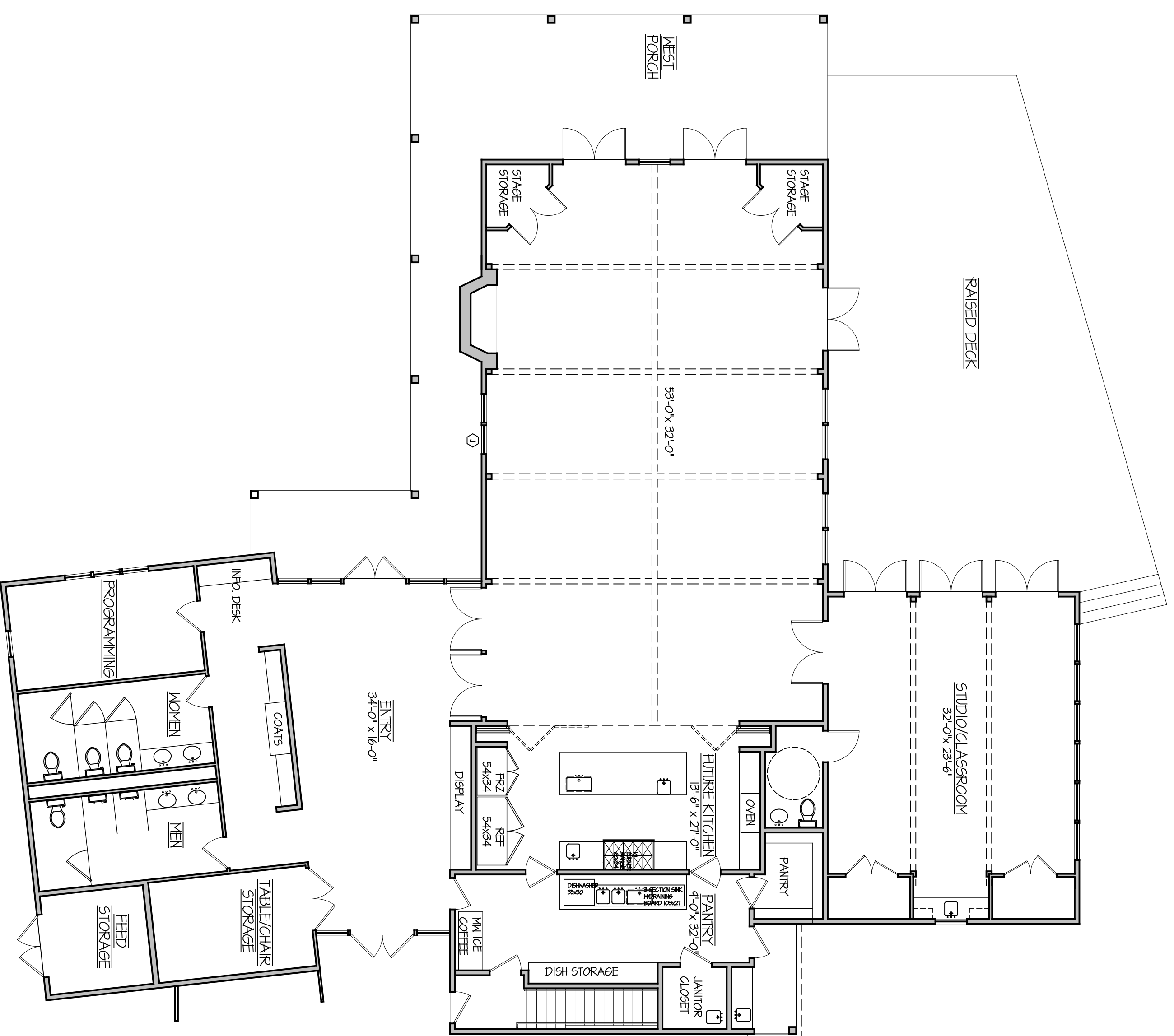
Title: First Selectwoman

Date _____

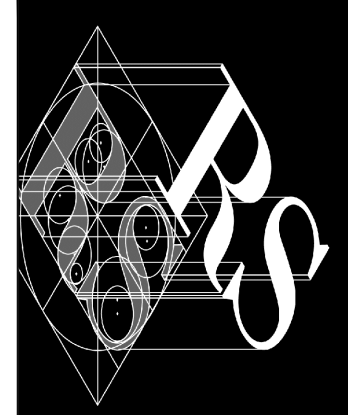
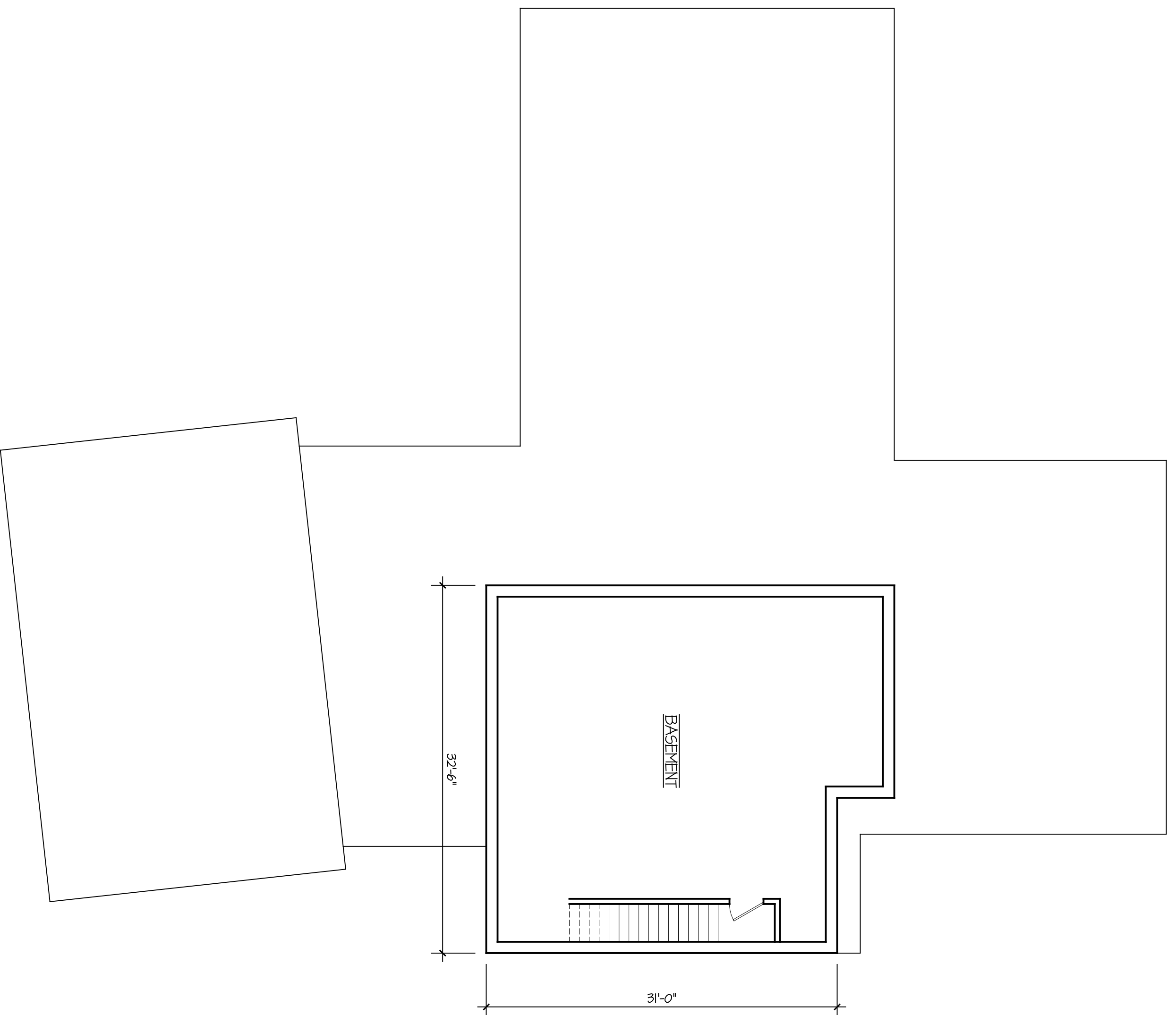
{Signature page to License Agreement}

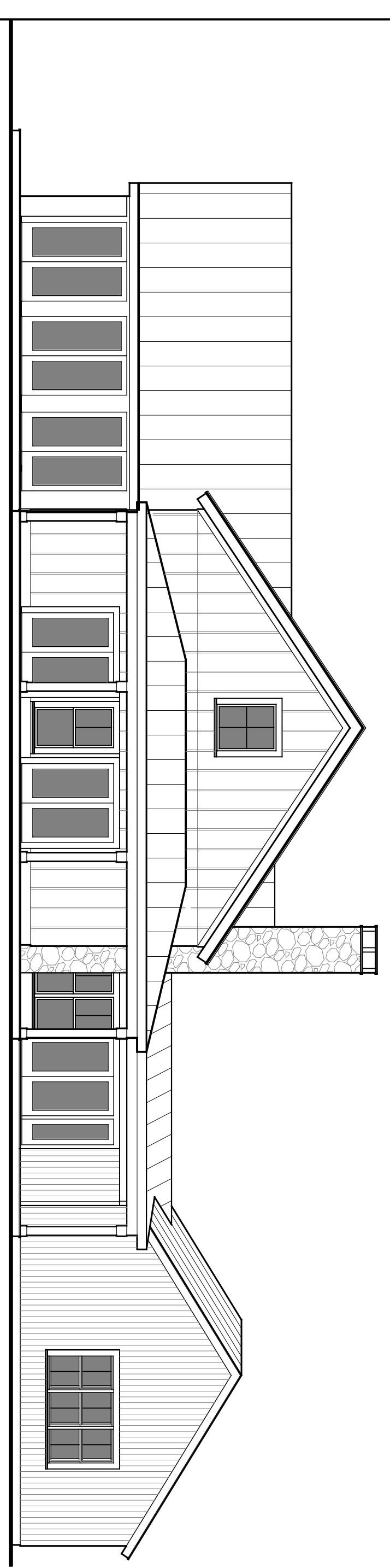
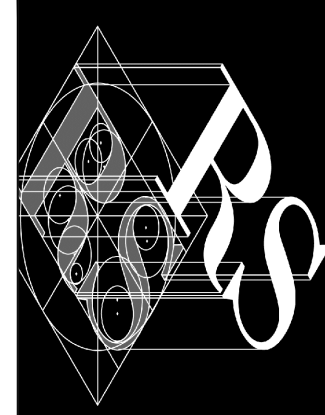
EXHIBIT A
 DESIGN PLANS
 (THIS EXHIBIT CONSISTS OF TWO PAGES)

MAIN LEVEL PLAN

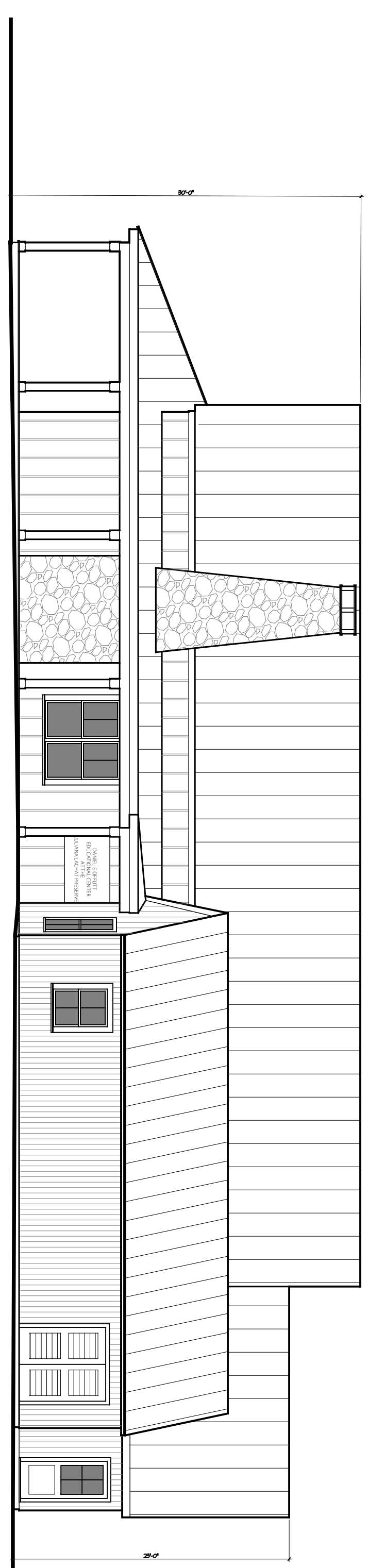


BASEMENT LEVEL PLAN

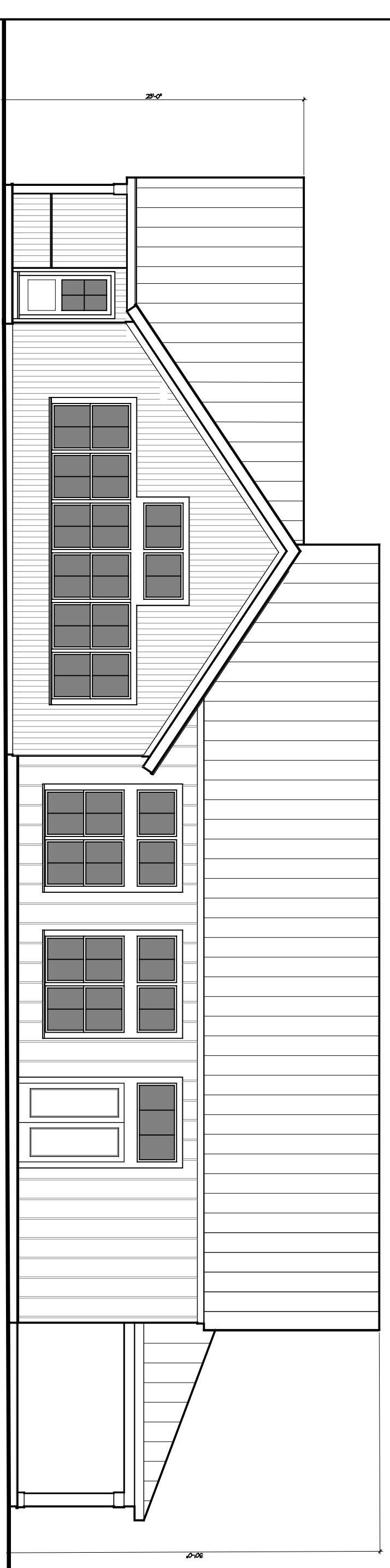




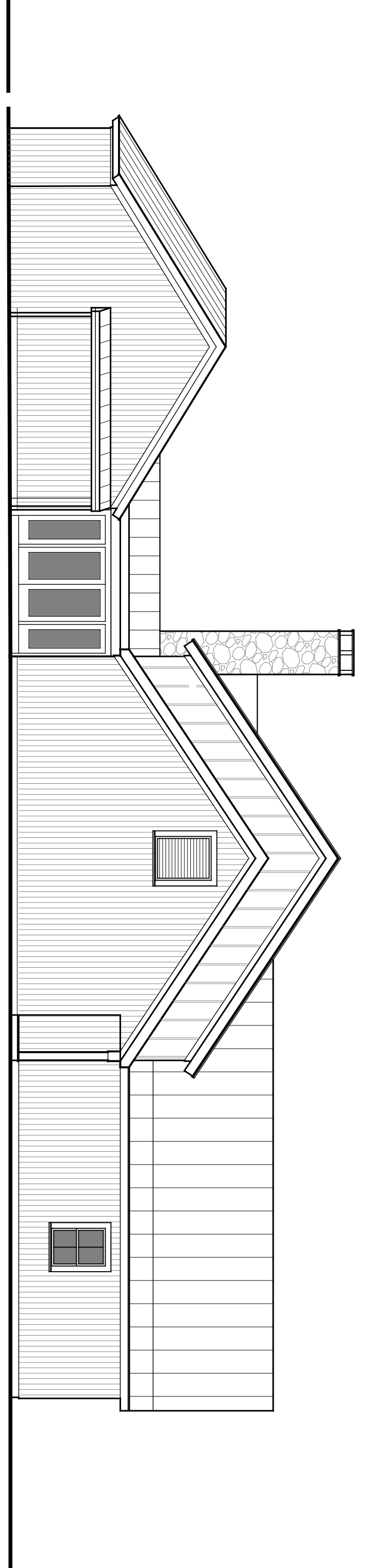
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

Project Name & Address
OFFUTT LaChat FARM
GODFREY ROAD
WESTON, CT

Project No.
20-017

Sheet Name
EXTERIOR
ELEVATIONS

d JULY 29, 2021
s 1/8" = 1'-0"

Sheet No.

EXHIBIT B
SETTLEMENT AGREEMENT
(THIS EXHIBIT CONSISTS OF TWENTY FIVE PAGES)

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the “Agreement”) is made this 1st day of December, 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”);¹

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 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

¹ The term “owner(s) of a Protected Property” is used interchangeably with the term “Neighbor(s)” herein.

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 437.² 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 October 11, 2021 (the "Guidelines"), and approved by the Lachat Town Farm Commission on November 17, 2021 (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. 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

² 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.

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.³ 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 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

³ 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.

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)⁴; one (1) member appointed by Friends (who shall not be a

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

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 (5th) member expeditiously, and such fifth (5th) 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 (5th) 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 (5th) member acceptable to the four (4) members. If the Parties are unable to agree upon a 5th member with the neutral attorney's assistance, the attorney may appoint the fifth (5th) member or may himself or herself serve as said fifth (5th) member. The fifth (5th) 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 (5th) 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 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, Kveskin & Kuriansky
c/o Leonard Braman, Esq. (by email)
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

- 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

- 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:

Stefania Mazzuoccolo	Vanessa Richards
20 Walden Woods Lane	183 Good Hill Road
Weston, CT 06883	Weston, CT 06883
Stefaniamaz927@gmail.com	vanessa.richards.203@gmail.com

Aaron Schwartz	Dennis H. Tracey
94 Godfrey Road West	20 Apple Tree Trail
Weston, CT 06883	Westport, CT 06880
Mistaschwartz@gmail.com	Dennis.tracey@hoganlevells.com

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: First Selectwoman, duly authorized

FRIENDS OF LACHAT, INC.

By: 

Its: PRESIDENT, duly authorized

Jennifer Gruen

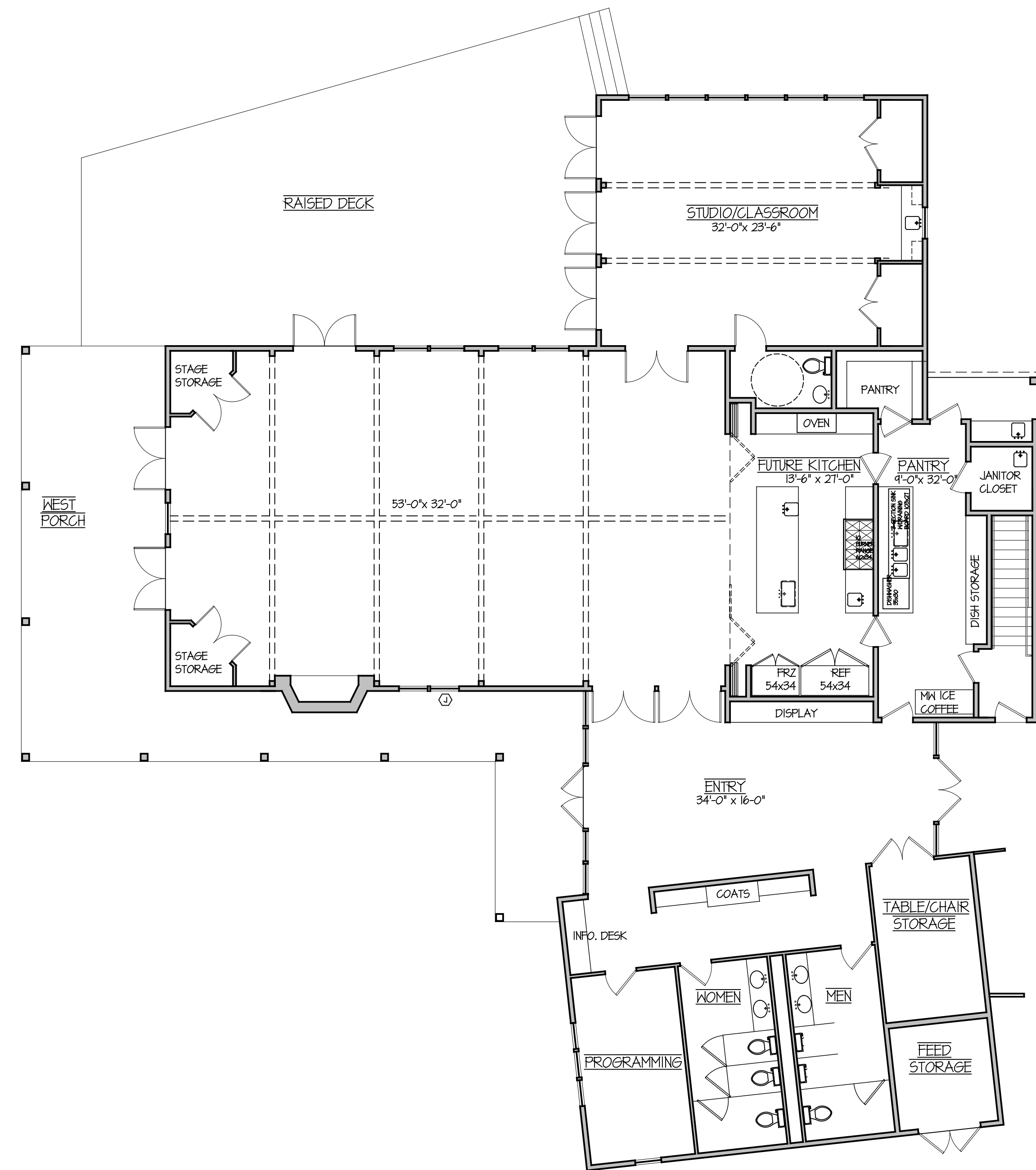
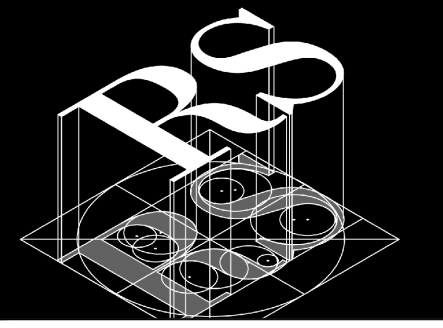
David Gruen

Julia Sears

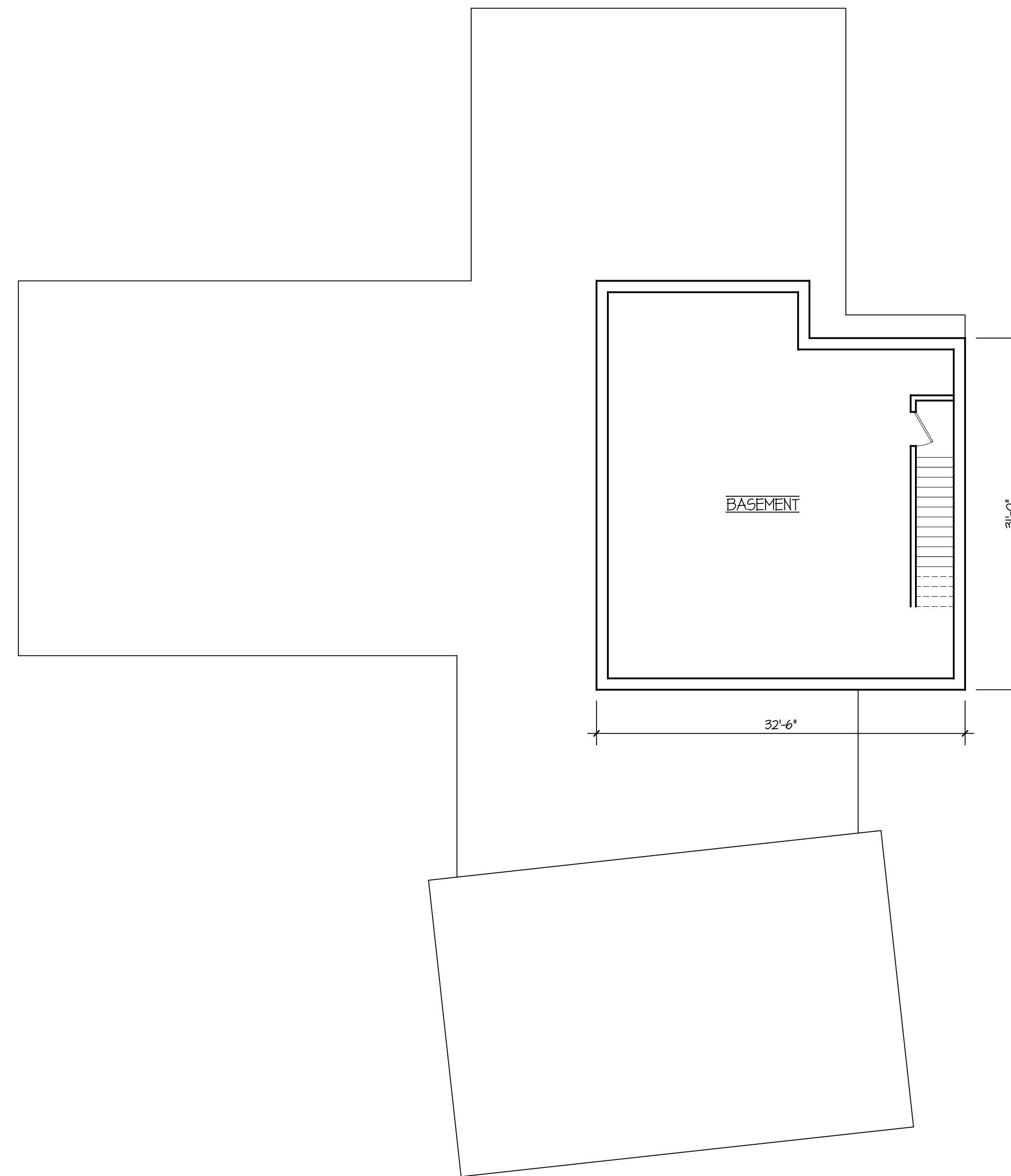
David Ambrose

EXHIBIT A

(Approved Offutt Center Plans)



MAIN LEVEL PLAN



BASEMENT LEVEL PLAN

Project Name & Address
OFFUTT LaChat FARM
GODFREY ROAD
WESTON, CT

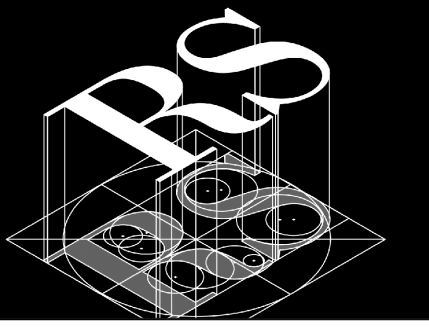
Project No.
20-017

Sheet Name
FLOOR PLANS

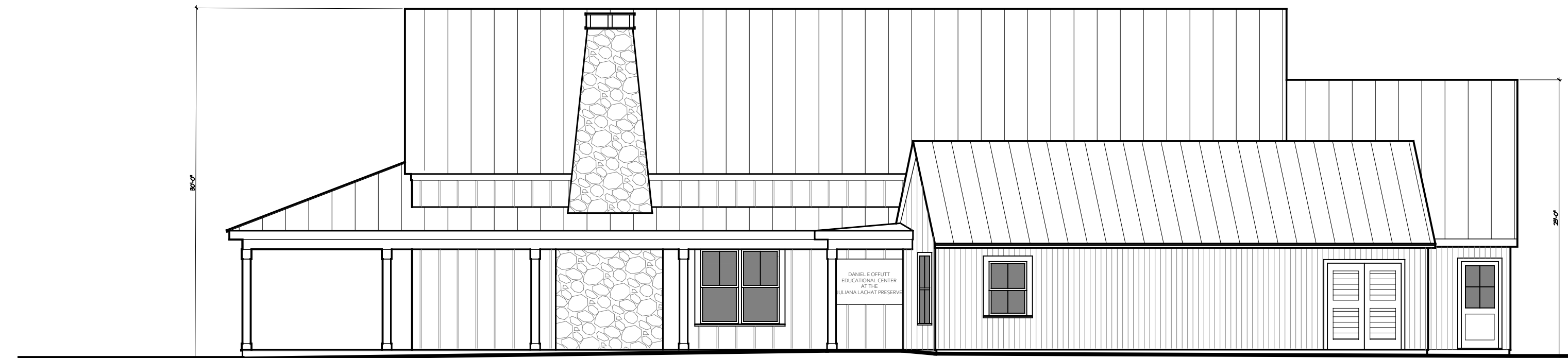
d JULY 30, 2021
 s 1/8" = 1'-0"

Sheet No.

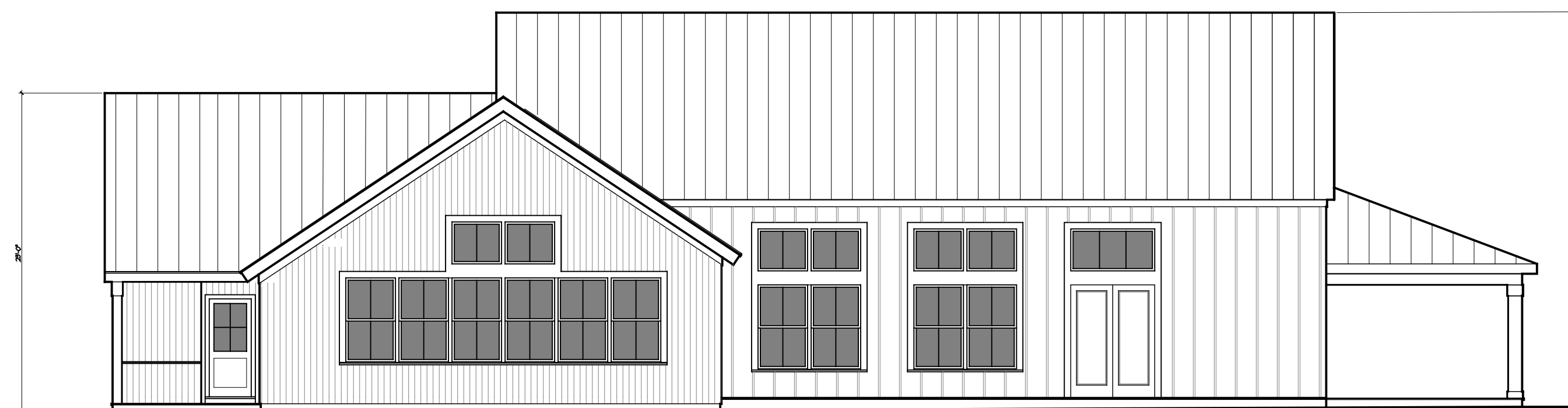
A-1



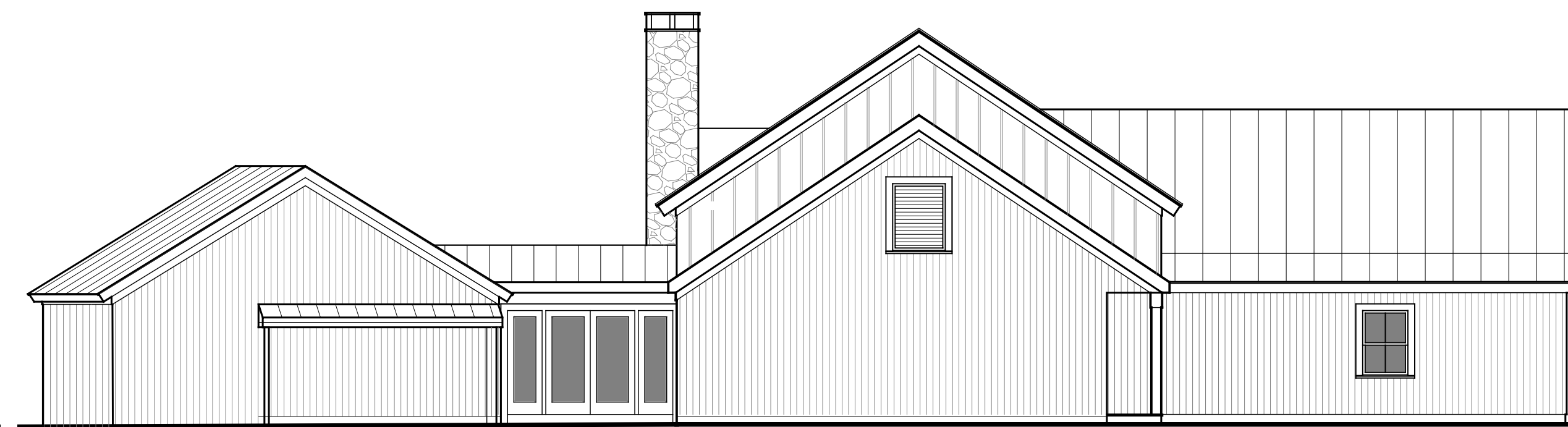
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

Project Name & Address
OFFUTT LaChat FARM
GODFREY ROAD
WESTON, CT

Project No.
20-017

Sheet Name
EXTERIOR
ELEVATIONS

d JULY 29, 2021
s 1/8" = 1'-0"

Sheet No.

EXHIBIT B
(Guidelines)

Guidelines for Use of Lachat Town Farm Property

Date: 10/11/21¹

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 events².

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.

¹ 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 December 1, 2021. 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.

² 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, Esq.
Assistant Attorney General
Office of the Attorney General
165 Capitol Ave.
Hartford, CT 06106
Caitlin.Calder@CT.gov

November 29, 2021

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

An Affirmative Action/ Equal Opportunity Employer



with the programing 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.

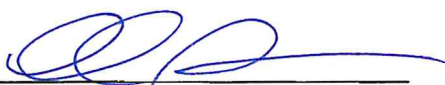
In light of the above, the undersigned jointly request that the Attorney General approve the continued operations of the Farm as outlined in the Guidelines attached to the Agreement and the building of the proposed Offutt Center in accordance with the Agreement.

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)

[Letterhead of Neighbors]

October ____, 2021

Town of Weston
Board of Selectmen
Conservation Commission
Planning & Zoning Commission
56 Norfield Road
Weston, CT 06883

Re: Lachat Town Farm

As you are aware, 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 and we no longer have any objection to the proposed education center or programming based on the revised guidelines and Settlement Agreement relating to same.

Very truly yours,

EXHIBIT E

(Initial Members of Lachat Oversight Committee)

OVERSIGHT COMMITTEE

Stefania Mazzuoccolo
20 Walden Woods Lane
Weston, CT 06883
Stefaniamaz927@gmail.com

Aaron Schwartz
94 Godfrey Road West
Weston, CT 06883
Mistaschwartz@gmail.com

Vanessa Richards
183 Good Hill Road
Weston, CT 06883
Venessa.richards.203@gmail.com

Dennis H. Tracey
20 Apple Tree Trail
Westport, CT 06880
Dennis.tracey@hoganlovells.com

EXHIBIT C INSURANCE REQUIREMENTS

Each design professional, consultant and contractor retained with respect to the Project (a “Project Contractor”) shall obtain the insurance coverages described below and maintain such coverages for the duration of its contract, from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect Friends and the Town from claims that may arise out of or result from the Project Contractor’s obligations with respect to the Project or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the Project Contractor or by anyone for whose acts the Project Contractor may be liable. Project Contractors must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The Project Contractor shall not commence work with respect to the Project until all insurance required of the Project Contractor and a Certificate of Insurance has been delivered to Friends and the Town. Each Project Contractor shall provide updated certificates of insurance at least thirty (30) days before any renewal of any such coverage. The certificates shall require notice of cancellation to Friends and the Town according to policy provisions.

- A. Workers Compensation: Workers’ compensation insurance required by law with employer’s liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.
- B. Commercial General Liability Insurance: Commercial general liability insurance, including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.
- The policy shall name Friends and the Town as an additional insureds and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
 - Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self insured retention carried by Friends or the Town.
 - The policy shall contain a waiver of subrogation in favor of Friends and the Town.
 - A per project aggregate limit of liability endorsement shall apply for any construction contract.
 - Deductible and self-insured retentions shall be declared and are subject to the approval of Friends and the Town.
- C. Commercial Automobile Insurance: Commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name Friends and the Town as additional insureds and provide a waiver of subrogation.

- D. Umbrella or Excess Liability Insurance: An umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.
- E. Errors & Omissions Insurance: If the Project Contractor will be performing professional services, the Project Contractor shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. The policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate. The policy shall name Friends and the Town as additional insureds and provide a waiver of subrogation.
- F. Property Insurance: If the Project Contractor is a general contractor with respect to the Project, then the Project Contractor shall provide All Risk Builders Risk coverage with a limit sufficient to replace the structure, equipment and other property to be installed until such structure, equipment or other property is approved and accepted by Friends. Friends and the Town shall be listed as additional named insureds on the All Risk Builders Risk policy, and a waiver of subrogation shall apply. The Project Contractor shall assume full responsibility for its own and its employees' tools and equipment as well as for those tools and equipment of its subcontractors and their employees.

EXHIBIT D FRIENDS INSURANCE REQUIREMENTS

Workers' Compensation Insurance: Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicle, Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: The insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Acceptability of Insurers: The policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town. All deductibles or self-insured retentions are the sole responsibility of the insured to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town. Notwithstanding this requirement, Friends is primarily responsible for providing such written notice to the Town thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change Friends shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the Town.

Waiver of Governmental Immunity: Unless requested otherwise by the Town, Friends and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Workers' Compensation, if included, required by this Agreement shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Friends hereby waives the right to subrogate or seek recovery from the

Town and its insurance carriers.

EXHIBIT E

Recognition.

(a) The building is to be forever named **The Daniel E. Offutt III Education Center at the Juliana Lachat Preserve** or such other name as the Grantor and Grantee shall mutually agree.

(b) Grantee agrees to honor **The Daniel E. Offutt, III Charitable Trust** for Grantor's support of the Project by installing a plaque in a location to be determined by Grantor either on or outside the constructed building, such location to be selected by Grantor subject to Grantee's approval. The plaque shall read, "**In Gratitude to The Daniel E. Offutt, III Charitable Trust for its Support**" or such other words of acknowledgment as Grantor may request subject to Grantee's approval. The plaque shall be of a size and general appearance to provide prominence to the Daniel E. Offutt, III Charitable Trust compared with other honorific plaques or signage used for similar naming opportunities offered in connection with the Project. Neither the Offutt Barn nor the Daniel E. Offutt III Education Center shall be named for any other donor (although certain rooms and interior spaces or exterior gardens and decks may be named for significant donors); no other donor's name may be included on Grantor's plaque; and any other plaque or signage acknowledging any other donor shall be reviewed with the Grantor to ensure it does not conflict with the desired prominence of recognition to the Daniel E. Offutt, III Charitable Trust. Grantee agrees to honor **The Daniel E. Offutt, III Charitable Trust** in such manner until at least December 31, 2050.

(c) Notwithstanding the foregoing, Grantee reserves the right to change the name in the unlikely event that (i) the name chosen by Grantor comes into disrepute in the community due to the moral turpitude of an individual honored by the name, and (ii) Grantee determines in its reasonable and good faith judgment that, as a consequence, continuing the use of the name chosen by Grantor would adversely affect the reputation, goodwill or tax- exempt status of Grantee, and in that event, unless Grantor is Dissolved, Grantee shall provide written notice to Grantor within thirty (30) days after such determination has been made and, in changing the name, take into consideration the wishes of Grantor.