

**Board of Selectmen  
Regular Meeting Agenda  
March 16, 2023 at 7:30 pm  
Meeting held via Zoom**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/82065866355>

Join by Phone: 646 558 8656  
Webinar ID: 312 626 6799

1. Call to Order
2. Pledge of Allegiance
3. Discussion/decision to approve a land lease option and lease agreement between the Town of Weston and Greenskies Clean Energy, LLC with the understanding that Special Town Meeting approval is ultimately necessary
4. Discussion/decision to approve a supplemental appropriation of \$1,478 to cover benefits costs associated with Larry Roberts providing facilities oversight and facilities project management for the duration of Fiscal Year 2023
5. First Selectwoman's Budget Update. For background information visit:  
<https://www.westonct.gov/government/municipal-departments/finance>
6. Acceptance of Donald Gumaer's resignation from the Commission on Aging
7. Approval of Tax Refunds
8. Approval of minutes from the February 16, 2023 9:30 am, February 16, 2023 5:00 pm, and March 7, 2023 Special Board of Selectmen Meetings
9. Executive Session pursuant to C.G.S §§ 1-200(6)(B): (1) Discussion of strategy and negotiations with respect to pending claims or litigation" – *Town of Weston v. Gregg and Jennifer Haythorn*, Freedom of Information Commission, Executive Session pursuant to C.G.S §§ 1-200(6)(E) and 1-210(b)(10) – (2) Discussion of attorney-client privileged communications; (3) Collective Bargaining Strategy; and (4) Discussion regarding a personnel matter (Town Administrator)
10. Adjournment

# DRAFT Motions for the 3/16/23 BOS Regular Meeting

1. Call to Order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision to approve a land lease option and lease agreement between the Town of Weston and Greenskies Clean Energy, LLC with the understanding that Special Town Meeting approval is ultimately necessary: **I move to approve the presented land lease option and lease agreement between the Town of Weston and Greenskies Clean Energy, LLC with the understanding that Special Town Meeting approval is ultimately necessary**
4. Discussion/decision to approve a supplemental appropriation of \$1,478 to cover benefits costs associated with Larry Roberts providing facilities oversight and facilities project management for the duration of Fiscal Year 2023: **I move to approve a supplemental appropriation of \$1,478 to cover benefits costs associated with Larry Roberts providing facilities oversight and facilities project management for the duration of Fiscal Year 2023**
5. First Selectwoman's Budget Update. For background information visit: <https://www.westonct.gov/government/municipal-departments/finance>: **No motion**
6. Acceptance of Donald Gumaer's resignation from the Commission on Aging: **I move to accept Donald Gumaer's resignation from the Commission on Aging**
7. Approval of Tax Refunds: **I move to approve tax refunds totaling \$23,703.87**
8. Approval of minutes from the February 16, 2023 9:30 am, February 16, 2023 5:00 pm, and March 7, 2023 Special Board of Selectmen Meetings: **I move to approve the unapproved minutes from the February 16, 2023 9:30 am, February 16, 2023 5:00 pm, and March 7, 2023 Special Board of Selectmen Meetings, as presented.**
9. Executive Session pursuant to C.G.S §§ 1-200(6)(B): (1) Discussion of strategy and negotiations with respect to pending claims or litigation" – *Town of Weston v. Gregg and Jennifer Haythorn*, Freedom of Information Commission, Executive Session pursuant to C.G.S §§ 1-200(6)(E) and 1-210(b)(10) – (2) Discussion of attorney-client privileged communications; (3) Collective Bargaining Strategy; and (4) Discussion regarding a personnel matter (Town Administrator) : **I move to enter into Executive Session pursuant to C.G.S §§ 1-200(6)(B): (1) Discussion of strategy and negotiations with respect to pending claims or litigation" – *Town of Weston v. Gregg and Jennifer Haythorn*, Freedom of Information Commission, Executive Session pursuant to C.G.S §§ 1-200(6)(E) and 1-210(b)(10) – (2) Discussion of attorney-client privileged communications; (3) Collective Bargaining Strategy; and (4) Discussion regarding a personnel matter (Town Administrator)**
10. Adjournment: **I move to adjourn**

1. Call to Order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision to approve a land lease option and lease agreement between the Town of Weston and Greenskies Clean Energy, LLC with the understanding that Special Town Meeting approval is ultimately necessary: **I move to approve the presented land lease option and lease agreement between the Town of Weston and Greenskies Clean Energy, LLC with the understanding that Special Town Meeting approval is ultimately necessary**



# Solar Development Services

## Town of Weston Transfer Station

# About Titan Energy

- Founded in 2001, Titan has over 20 years of energy centric experience
- Offers commodity procurement, demand-side management, onsite generation services and data management, dashboarding, EV charging solutions and demand response
- Headquartered in Connecticut with a nationwide presence
- Commodity procurement coverage in all deregulated markets and other energy management services in all states
- ~10,500 commercial, industrial & municipal customers, encompassing ~70,000 meters
- Proud CCM Energy Procurement Partner

## Key Stats

**# of Customers:** ~10,500

**# of Meters Managed:** ~70,000

**Energy Spend Managed:** \$550 million

## Geographies Served



# Process Overview

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- A joint RFP for the towns of Weston and Wilton, administered by Titan, was issued on September 8<sup>th</sup> 2022 for solar development services at each town's capped landfill/transfer station.
- Mandatory site visit was conducted on September 28<sup>th</sup> 2022.
- Proposals were received on October 19<sup>th</sup> 2022.
- The results were reviewed by the Wilton and Weston town managers and TitanGen staff.
- The original low-bidder withdrew their pricing during the initial contract negotiation; best and final was requested on February 1<sup>st</sup>, 2023.
- Titan is of the opinion that Greenskies delivered the most advantageous proposal of the group based on pricing, experience and proposal quality.
- The Greenskies template agreement has been reviewed and negotiated by the Weston town attorney and NRES applications have been submitted.

# RFP Result Overview

## Original

### Bid Response Snapshot

Vendor	System Size (DC)	Annual kWh Production	Lease \$/MW	Annual Lease	20-Year Total
Greenskies	671.29	852,947	\$20.89	\$14,023.25	\$280,464.96
Verogy	578.88	747,544	\$54.43	\$31,505.54	\$630,110.88
Ameresco	786.20	1,015,000	\$72.50	\$57,000.00	\$1,140,000.00

## Best & Final

### Bid Response Snapshot

Vendor	System Size (DC)	Annual kWh Production	Lease \$/MW	Annual Lease	20-Year Total
Greenskies	620.00	852,947	\$71.06	\$44,057.20	\$881,144.00
Verogy	578.88	747,544	\$54.43	\$31,505.54	\$630,110.88
Ameresco	786.20	1,015,000	\$20.99	\$16,500.00	\$330,000.00

# Project Overview

<b>Bid Response Snapshot</b>					
Vendor	System Size (DC)	Annual kWh Production	Lease \$/kW	Annual Lease	20-Year Total
Greenskies	620.00	852,947	\$71.06	\$44,057.20	\$881,144.00

- The project is designed to send electricity directly back to the grid. Eversource is the buyer of the power.
- Instead of receiving energy from the system, Weston will receive an annual lease payment from the winning bidder (Greenskies Clean Energy).
- The project will receive incentive funding under the Non-Residential Renewable Energy Solutions (NRES) program; a creation of the Connecticut State Legislature, administered by PURA and Eversource.
- There is zero price risk or production risk for Weston, as the lease terms will remain fixed over a 20-year period regardless of system production or energy price fluctuation.
- The system will not penetrate or disturb the ground on top of or beneath the cap.
- It is Titan's recommendation to select Greenskies for the project. They are the most experienced company in this field, have the strongest balance sheet and have proven to be amenable to working collectively on contract negotiation.





\*Preliminary equipment selection, equipment alternative may be used in actual installation

PROPOSED PV SOLAR ARRAY LAYOUT  
10/1/22

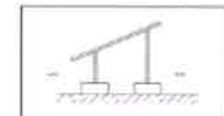
PROGRESS SET  
NOT FOR CONSTRUCTION

**SYSTEM INFORMATION**

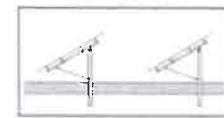
SYSTEM SIZE (DC)	482.64 kW
SYSTEM SIZE (AC)	360 kW
PANEL SIZE	HELIONE 144HC H10 535W*
PANEL QUANTITY	884
PANEL TILT	20°
PANEL AZIMUTH	0°
ROW SPACING	6.5'
INVERTER SIZE	(3) CANADIAN SOLAR 100K* (1) CANADIAN SOLAR 60K*
ESTIMATED ANNUAL PRODUCTION	589.2 MWh

**SYSTEM INFORMATION**

SYSTEM SIZE (DC)	208.65 kW
SYSTEM SIZE (AC)	180 kW
PANEL SIZE	HELIONE 144HC H10 535W*
PANEL QUANTITY	390
PANEL TILT	20°
PANEL AZIMUTH	0°
ROW SPACING	13'
INVERTER SIZE	(1) CANADIAN SOLAR 100K* (1) CANADIAN SOLAR 60K*
ESTIMATED ANNUAL PRODUCTION	263.8 MWh



LANDFILL RACKING CROSS-SECTION  
(NOT TO SCALE)



GROUND MOUNT RACKING  
CROSS-SECTION  
(NOT TO SCALE)

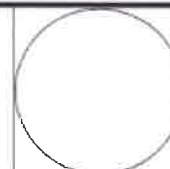
**Greenskies**

127 Washington Avenue  
North Haven, CT 06457  
PH - 860.398.5408  
FAX - 860.398.5423

**REVISIONS:**

NO.	DATE	DESCRIPTION

**PROPOSED SITE PLAN**  
**WESTON TRANSFER STATION**  
**PV SOLAR ARRAY**  
**237 GODFREY RD**  
**WESTON, CT 06883**



BATCH NO.	PROPOSAL
DRAWN BY	ZS
SCALE	AS NOTED
DATE	08 OCT 2022

**PV.01**

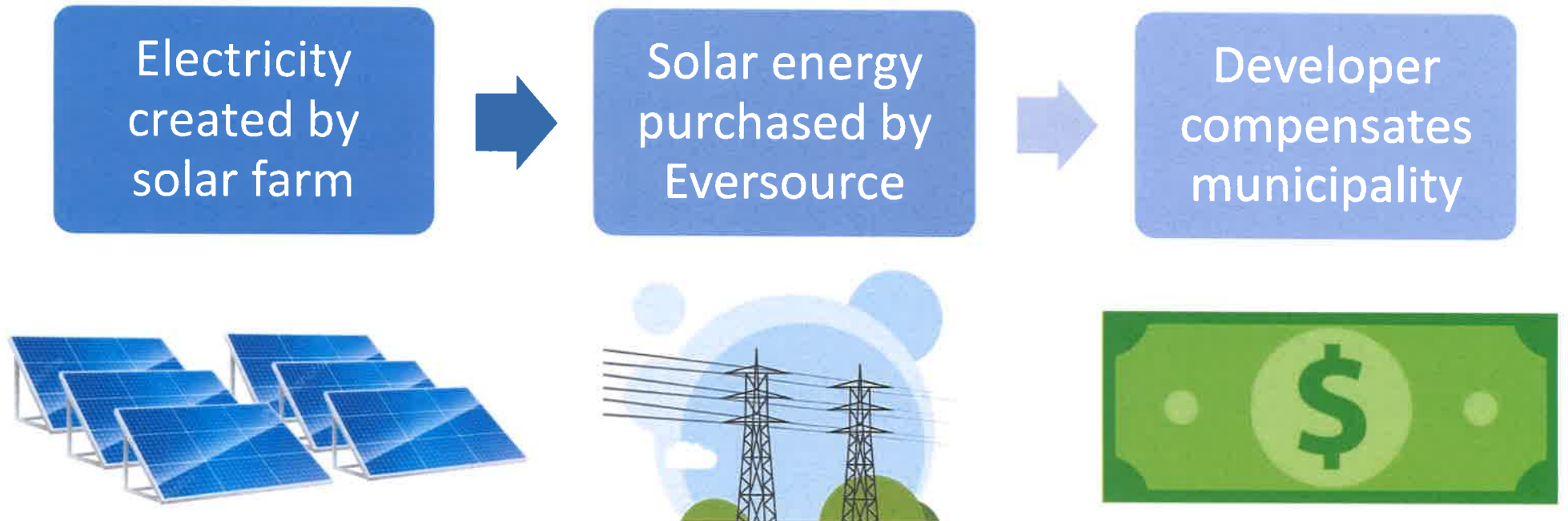
# Project Timeline

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<b>Milestones</b>	<b>Estimated Completion Date</b>
Anticipated Contract Execution Date/Engineering Start	12/15/2022
Utility Interconnection Application Approved	3/22/2023
Building and Electrical Permit Approved	6/29/2023
Construction Kickoff Meeting with Customer	7/6/2023
Construction Start	7/20/2023
Construction Substantial Completion	11/17/2023
Utility Permission to Operate	12/14/2023
Final Completion	1/2/2024

# HOW NRES SOLAR WORKS

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- Under the NRES program, solar developers are allowed to build projects and sell power directly to Eversource.
- Brownfields and capped landfills are given preferential treatment within the NRES program.
- There is zero cost or maintenance obligation for the Town of Weston.

**LAND LEASE OPTION AND LEASE AGREEMENT**

**BETWEEN**

**TOWN OF WESTON CT, LANDLORD**

**AND**

**GREENSKIES CLEAN ENERGY LLC, TENANT**

## LAND LEASE OPTION AND LEASE AGREEMENT

This Land Lease Option and Lease Agreement (the “**Agreement**”) is made this \_\_\_\_\_ (“**Effective Date**”), by and between Town of Weston CT, a Connecticut municipality (“**Landlord**”), and Greenskies Clean Energy LLC, a Delaware limited liability company (“**Tenant**”, and each a “**Party**” and collectively the “**Parties**”). It consists of an option to lease and a lease. All of the attached exhibits and schedules are incorporated into, and made part of, this Agreement.

### 1. **The Option.**

- a. Landlord owns about 57.5 acres of real property located at 237 Godfrey Road, Weston CT (“**Property**”), and grants Tenant the exclusive and irrevocable option to lease about 1.56 acres of the Property (“**Leased Premises**”), described in Exhibit A – Property and Leased Premises (“**Option**”).
- b. The Option begins on the Effective Date and expires eighteen (18) months from the Effective Date.
- c. In consideration for the grant of the Option, Tenant shall pay Landlord an “**Option Fee**” equal to five thousand (5,000) dollars within thirty (30) days of the Effective Date.
- d. Tenant may, at its sole discretion, extend the Option for up to two (2) additional six (6) month periods by:
  - i. Delivery of written notice to Landlord before the end of the current Option expiry; and
  - ii. Payment to Landlord of five thousand (5,000) dollars for each extension.
- e. The initial Option period, plus any extensions, are the “**Option Period**”.
- f. Tenant may terminate the Option at any time by delivering written notice to Landlord. Landlord shall retain and Option Fees paid at the time of termination and Landlord has no obligation to pay any further Option Fees.
- g. During the Option Period, Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Property (as defined below) at reasonable times during normal business hours to inspect the Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections

- h. At any time during the Option Period, Tenant shall have the right, in its sole and absolute discretion, to exercise the Option by giving Landlord written notice of such exercise (the “**Option Notice**”).
- i. On the date the Option Notice is executed by Tenant and delivered to Landlord “**Lease Commencement Date**” a “**Lease**” of the Leased Premises shall begin, and on the terms described below.
- j. If Landlord fails to perform its obligations under this Agreement or the Lease for any reason other than Tenant’s breach, Tenant may pursue all legal remedies, including recovery of damages and the specific enforcement of this Agreement’s terms.

2. **Lease and Leased Premises.**

- a. Upon Tenant’s exercise of the Option, Landlord leases to Tenant and Tenant leases from Landlord, the Leased Premises (“**Lease**”).
- b. Within ten (10) business days of Tenant’s Option Notice delivery, Landlord shall request Landlord’s secured lenders to provide a Subordination and Non-Disturbance Agreement, as defined in Section 11, in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of any mortgage to which this Lease is, or shall become, subordinate.

3. **Term.**

The lease term (collectively, the “**Term**”) is as follows.

- a. A “**Primary Term**” that begins on the Lease Commencement Date and continues until the date that is twenty one (21) years from the Solar Facility COD. The “**COD**” is the commercial operation date, and is the date on which the Solar Facility is:
  - i. Connected to and delivering electrical energy to the electrical grid.
- b. Tenant shall have the option in its sole discretion to extend this lease for up to three (3) five (5) year extensions (each such extension referred to as a “**Renewal Term**”, or collectively as the “**Renewal Terms**”). Tenant shall give Landlord written notice of its election to extend the Lease on or before the commencement of the final year of the Primary Term, or the end of the then-current Renewal Term, whichever is later.
- c. A “**Final Term**” begins at the end of the Primary Term, or expiration of the last Renewal Term, whichever is later, during which Tenant shall decommission and

remove the Solar Facility per Section 24. The Final Term shall last Tenant until completes removal of the Solar Facility per Section 24.

- d. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that this Agreement is contingent upon approval by the boards and commissions (and a Special Town Meeting, if applicable) of the Town having jurisdiction and shall be null and void if all of those approvals are not secured within four (4) months of the Effective Date.

#### 4. **Rent.**

In consideration for Landlord leasing the Leased Premises to Tenant, Tenant agrees to pay during the Term to Landlord basic rent as follows, and pro-rated for any partial month (collectively, the “**Basic Rent**”).

##### 4.1 Primary Term Rent.

Commencing on the Lease Commencement Date and then at COD and on each anniversary of the COD Tenant shall pay Landlord an annual Basic Rent, in advance, in an amount equal to seventy one (\$71.00) dollars per kilowatt (DC), prorated for any partial year.

##### 4.2 Renewal Term Rent.

- a. Beginning on the first (1st) day of the first (1<sup>st</sup>) Renewal Term the annual Rent for the first year of such renewal term shall be equal to 115% of the annual rent amount of the prior lease year and the rent for the remainder of such Renewal Term shall be the same as the annual rent of the first year of such Renewal Term. All such rent during Renewal Term(s), if applicable, shall be paid in equal annual installments, in advance.
- b. Beginning on the first (1st) day of the second (2nd) Renewal Term and any subsequent five-year Renewal Term, the annual Rent for the first year of such renewal term shall be equal to 105% of the annual rent amount of the prior lease year and the rent for the remainder of such Renewal Term shall be the same as the annual rent of the first year of such Renewal Term. All such rent during Renewal Term(s), if applicable, shall be paid in equal annual installments, in advance.
- c. Beginning on the first (1st) day of the third (3<sup>rd</sup>) Renewal Term and any subsequent five-year Renewal Term, the annual Rent for the first year of such renewal term shall be equal to 105% of the annual rent amount of the prior lease year and the rent for the remainder of such Renewal Term shall be the same as the annual rent of the first year of such Renewal Term. All such rent during Renewal Term(s), if applicable, shall be paid in equal annual installments, in advance.

#### 4.3 Final Term Rent

Commencing on the first day of the Final Term as and expiring on the last day of the Final Term, monthly rent of six hundred and five (605) dollars, payable monthly to Landlord, in arrears.

#### 4.4 Payment Dates

Any payment due under this Lease shall be timely if it is made within thirty (30) calendar days of the due date.

### 5. **Landfill.**

- a. Landlord and Tenant acknowledge that the Leased Premises includes a capped landfill (“**Landfill**”) and refuse transfer station which are operated and maintained by Landlord. The Landfill and transfer station are locked at night, weekends and holidays. Before beginning construction of the Solar Facility, Tenant will propose, for Landlord’s approval, reasonable protocols for the construction, operation and maintenance of the Solar Facility that will avoid damaging the Landfill or penetrating the Landfill cap, minimize interference with the transfer station operations, and provide for the security of the Solar Facility. Tenant will, at Tenant’s expense, install and maintain a security fence around the perimeter of the Solar Facility.
- b. Tenant shall construct, operate, maintain, repair and remove, the Solar Facility so as to not penetrate the Landfill cap.
- c. Tenant’s staging and laydown areas will be subject to Landlord’s approval, not be unreasonably withheld.

### 6. **Improvements of Leased Premises.**

#### 6.1 Components.

Tenant, at its sole discretion, may construct up to an approximately 604.80 kilowatt DC Solar Facility (the “**Solar Facility**”) at its sole expense. Prior commencing construction, Tenant shall certify in writing to Landlord that the Solar Facility, as approved by the State regulatory bodies having jurisdiction thereover, will be at least seventy five (75) percent of that size. If the Solar Facility, as approved by the State regulatory bodies having jurisdiction thereover, is less than seventy five (75) percent of that size, then Landlord shall have the right, upon delivery of written notice to Tenant, to terminate this Agreement, without further obligation or liability to Tenant and, upon such termination, Landlord shall be entitled to retain all Option Fee payments and Basic Rent payments received from Tenant. The Solar Facility may include photovoltaic panels, energy storage, mounting systems, inverters, transformers, integrators, all electrical lines and



conduits required to generate, collect, distribute and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other equipment and materials necessary and convenient for the generation and transmission of electrical energy.

## 6.2 Preliminary Site Plan, Construction Plans.

For any new construction on the Leased Premises, such construction shall be designed and built to the minimum standards for any county, state and federal codes and requirements in effect at the time of construction, including without limitation, the applicable building and fire codes and all federal and state statutes, codes and regulations applicable to construction activities on or proximate to a landfill.

## 6.3 Signage.

Tenant shall have the right to place one or more signs advertising the Solar Facility provided that, prior to putting up any such signage, Tenant has obtained all required sign permits from the local governing authority,

## 6.4 Utility Easement.

Landlord agrees to execute any easement agreement required by the utility for interconnection in the form required by the utility.

# 7. **Ingress, Egress, Utility, and Solar, Easements.**

## 7.1 Grant of Easements

The rights granted to Tenant in this Lease include, without limitation the following easements and related rights:

- a. the exclusive right to construct, replace, relocate, remove, operate, maintain, and use the on, under, over and across the Leased Premises:
  - i. electrical transmission lines, underground or suspended from towers above ground for the transmission of electrical energy and communication, and all related foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables (collectively **“Transmission Facilities”**);
  - ii. one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the

right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Solar Facility, regardless where located (collectively “**Interconnection Facilities**”, which collectively with the Transmission Facilities and the Solar Facility, are the “**Site Improvements**”);

- b. an easement and right over and across the Property for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Solar Facility, including but not limited to rights to cast shadows and reflect glare onto all of Landlord’s property including any adjoining property, from the Solar Facility and/or any and all other related facilities, wherever located;
- c. an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Leased Premises is prohibited;
- d. an access easement over and across the Property for ingress and egress to the Leased Premises, to and from a public road, and a construction and utility easement over Property adjacent to the Leased Premises for construction and maintenance of the Site Improvements.
- e. a non-exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities across the Property;
- f. a non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Property;
- g. an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Leased Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards on the Property which might obstruct receipt of or access to sunlight throughout the Leased Premises or interfere with or endanger the Solar Facility or Tenant’s operations;
- h. the right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Facility, including, without limitation, guy wires and supports; and
- i. the right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary,

useful, or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

## 7.2 General Terms for Easements.

- a. The easements, rights, licenses, and prohibitions, described in this Section granted pursuant to this Section:
  - i. are effective at the Lease Commencement Date;
  - ii. terminate upon the expiration or termination of this Lease;
  - iii. are granted by Landlord with no further consideration;
  - iv. include Tenant assignment and financing rights as stated in Section 12;
  - v. shall be *in gross* and for the benefit of Tenant, its successors, and assigns.
- b. Landlord agrees to execute standalone agreements for any of the easements, rights, licenses, and prohibitions, described in this Section.

## 8. **Title and Quiet Possession.**

Landlord represents and covenants that Landlord owns the Leased Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain. Tenant shall have the quiet use and enjoyment of the Leased Premises and the easements in this Lease, without any manner of hindrance, interference, or molestation of any kind by Landlord or any person claiming through Landlord.

## 9. **Title to Site Improvements and Infrastructure/Alterations.**

### 9.1 Site Improvements and Infrastructure.

Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Lease, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24 below.

### 9.2 Repair of Property.

In the event that Tenant causes any damage to the Property, including without limitation any building, structure, above-ground or underground utilities, in the course of any activity

undertaken by Tenant under this Agreement, Tenant repair such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

### 9.3 Alterations.

Landlord shall not make any alterations or repairs to the Property or Leased Premises which could adversely affect the operation and maintenance of the Solar Facility without Tenant's prior written consent. Such written notice shall set forth the work to be undertaken and give Tenant the opportunity to advise Landlord in making such alterations or repairs in a manner that avoids damage to the Solar Facility. However, Landlord shall be responsible for all damage to the Solar Facility caused by Landlord or its contractors. In the event of the temporary removal or disconnection of all or part of the Solar Facility due to such alteration or repair, Landlord shall pay Tenant an amount equal to the sum of

- a. payments that Tenant would have received for electric energy that would have been produced by the Solar Facility during such disconnection or removal;
- b. revenues that Tenant would have received with respect to the Solar Facility under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal;
- c. revenues from any environmental attributes Tenant would have received with respect to electric energy that would have been produced by the Solar Facility during such disconnection or removal; and
- d. tax credits that Tenant (or, if Tenant is a pass-through entity for tax purposes, Tenant owners) would have received with respect to electric energy that would have been produced by the Solar Facility during such disconnection or removal.

### 10. Uses and Operations.

Tenant shall construct, operate and maintain the Solar Facility as a renewable energy generation system. The Tenant's uses under this Lease include the construction, maintenance, operation, use, repair, replacement and removal of the Solar Facility, and related activities.

### 11. Subordination and Nondisturbance.

- a. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or later placed upon the Leased Premises (as may be amended), and to all present and future advances made with respect to any such mortgage or deed of trust, *if* Landlord first delivers to Tenant a

Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Any such Subordination and Non-Disturb Agreement and related documentation must be reasonably acceptable to Tenant.

- b. Landlord agrees that any right, title or interest created by Landlord from and after the Effective Date in favor of or granted to any third party shall be subject to:
  - i. this Agreement and all of Tenant's rights, title and interests created in this Agreement, and
  - ii. any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement.
- c. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement, in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage:
  - i. agrees not to disturb Tenant's possession or rights under this Agreement; and
  - ii. agrees to provide notice of defaults under lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and
  - iii. agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with.

## 12. **Mortgagee Protection.**

- a. Tenant shall have the right to Mortgage, as defined below, any of its interests created by, or related to, this Agreement, without the consent of the Landlord.
- b. Any Mortgagee of the Leased Premises, or any portion of Leased Premises, shall, for so long as its Mortgage is in existence and until the lien created by that Mortgage is extinguished, be entitled to the following protections, upon delivery to Landlord of notice of its name and address:

### 12.2 Mortgagee's Right to Possession, Right to Acquire, and Right to Assign.

- a. A Mortgagee has the right:
  - i. to assign its security interest;

- ii. to enforce its lien and acquire title to the leasehold estate by any lawful means;
  - iii. to take possession of and operate the Leased Premises or any portion thereof and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and
  - iv. to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and assign or transfer the leasehold estate to a third party.
- b. Landlord's consent shall not be required for
- i. the pledge, mortgage, or hypothecation, of Tenant's rights in the Agreement, the Site Improvements, or Tenant, or
  - ii. the acquisition of Tenant's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.
- c. As used in this Lease,
- i. the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's interest in the Agreement or Site Improvements, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns;
  - ii. the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest, in this Agreement and/or the Solar Facility and Site Improvements given to a Mortgagee in connection with such financing; and
  - iii. the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Solar Facility and Site Improvements, that is held by the Mortgagee.

### 12.3 Notice of Default: Opportunity to Cure.

- a. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Tenant, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee shall have provided Landlord with its current address. In the event the Landlord gives such a written notice of default, the following provisions shall apply.

- b. A “**Monetary Default**” means failure to pay when due any rent or other monetary obligation of Tenant to Landlord under this Agreement; any other event of default is a “**Non-Monetary Default.**”
- c. The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods:
- i. sixty (60) days after receipt of the notice of default in the event of any Monetary Default; and
  - ii. ninety (90) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver), or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence.
- d. The Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant under this Agreement for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant. Landlord shall not terminate this Agreement before the expiration of these cure periods.
- e. During any period of possession of a Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid Basic Rent and all other monetary charges payable by Tenant under this Agreement. Following acquisition of Tenant’s Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, begin curing of all defaults under this Agreement and diligently process such cure to completion. Upon the cure of all defaults Landlord’s right to terminate this Agreement based upon such defaults is deemed waived. However, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party (“non-curable defaults”). Non-curable defaults shall be

deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

- f. Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Leased Premises.
- g. Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Tenant under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.
- h. Nothing in this Agreement shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

#### 12.4 New Agreement to Mortgagee.

If this Agreement terminates because of Tenant's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Landlord shall, upon written request from any Mortgagee, enter into a new lease of the Leased Premises, on the following terms and conditions.

- a. The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Lease. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.
- b. The new agreement shall be executed within thirty (30) days after receipt by Landlord of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee:
  - i. pays to Landlord all rent and other monetary charges payable by Tenant, as applicable, under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Landlord from subtenants or other occupants of the Leased Premises; and



- ii. performs all other obligations of Tenant under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and
  - iii. agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults as defined above; and
  - iv. reimburses Landlord for Landlord's reasonable attorney fees incurred in reviewing the same.
- c. Any new agreement granted the Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Landlord.
  - d. At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Tenant.
  - e. If more than one Mortgagee makes a written request for a new agreement, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void. Landlord shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.

#### 12.5 Mortgagee's Consent to Amendment, Termination, or Surrender.

Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Landlord shall not accept a surrender of any part of the Leased Premises or a cancellation or release of this Agreement from Tenant before the expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

#### 12.6 No Waiver.

No payment made to Landlord by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement. If a Mortgagee makes any payment to Landlord because of a wrongful, improper or mistaken notice or demand, by Landlord, then he Mortgagee shall be entitled to the return of such payment.

### 12.7 No Merger.

There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Leased Premises by reason of the fact that this Agreement or the leasehold estate or any related interest may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any related interest, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Landlord shall join in a written instrument effecting such merger and record the same.

### 12.8 Third Party Beneficiary.

Each Mortgagee is and shall be an express third-party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Landlord under this Agreement.

### 12.9 Further Amendments.

- a. Provided that no material default in the performance of Tenant's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall
  - i. amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire any Project, and
  - ii. shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment shall not materially impair the rights of Landlord under this Agreement, or extend the Term of this Agreement.
- b. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver to that Mortgagee a certificate to the effect that Landlord
  - i. recognizes a particular entity as a Mortgagee under this Agreement and
  - ii. will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

### b. Further Amendments to Leased Premises Description.

- c. In the event that it is determined by Tenant or any Mortgagee that there are any inaccuracies in or changes required to the legal description of the Leased Premises contained in Exhibit A – Property and Leased Premises, the validity of this Agreement shall not be affected, and, upon the request of Tenant made from time to time, Landlord shall execute an amendment to the legal description of the Leased Premises contained in Exhibit A – Property and Leased Premises of this Agreement and in any memorandum of this Agreement to reflect the legal description of the Leased Premises as contained in any survey obtained by Tenant for the Leased Premises.

**13. Governmental Approvals and Compliance.**

Tenant shall obtain, at its own expense, any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto.

**14. Assignment.**

- a. Excluding assignments that occur pursuant to Section 12 above, Tenant shall not assign or transfer any of its interests in this Agreement without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity
  - i. owned or controlled by Tenant or under common ownership or control with Tenant, or
  - ii. to which Tenant conveys all of its right title and interest in the Solar Facility.
- b. In connection with an assignment from Tenant to a Mortgagee, upon Tenant's request, Landlord agrees to execute and if applicable, record with the appropriate municipality any consent, estoppel, memorandum or acknowledgement in form and substance reasonably acceptable to such Mortgagee. Such consent shall be in substantial form and substance Exhibit D – Form of Landlord Consent to Collateral Assignment of Lease.

**15. Notices.**

- a. All notices, requests, or statements, required by this Agreement shall be made via e-mail.

- b. Notice by e-mail will be deemed received when such e-mail is acknowledged by the recipient. Automated receipt responses generated by the recipient's e-mail system do not constitute receipt of such notice.
- c. If either Party fails to acknowledge such e-mail notification, then notice may be effected via United States Postal Service (USPS) first class, express mail or priority mail, or via hand delivery or courier (e.g. USPS overnight, Federal Express, United Parcel Service.) Such notice shall be effective five (5) days after mailing, if mailed, or on date of delivery if via hand delivery or courier.
- d. When Notice is specifically stated as being permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received in person. When notice is not specifically stated as being permitted to be provided orally, it shall mean written Notice. A Party may change its address information by providing notice of the same in accordance with the provisions of this Section.
- e. Rejection or refusal to accept delivery of any Notice shall be deemed to be a receipt of any such Notice as of the date of rejection or refusal.

To Landlord:

Town of Weston  
156 Norfield Road  
Weston, CT 06883  
Attention: First Selectwoman

To Tenant:

Legal Department  
Greenskies Clean Energy LLC  
127 Washington Avenue  
West Building Lower Level  
North Haven, CT 06473

Email: [legal@greenskies.com](mailto:legal@greenskies.com)

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

## 16. Insurance.

- a. On or before the date of commencing any work Leased Premises, and thereafter until the completion of the Final Term, the Tenant shall obtain and maintain, with insurers

of recognized responsibility authorized to do business in the State Connecticut, assigned an A.M. Best rating of no less than A-(IX), the following insurance which shall include the minimum coverages and limits set forth below. Landlord shall be named as additional insured on Tenant's Commercial General Liability and Automobile Liability policies.

- i. Commercial General Liability Insurance, including contractual liability, Project Site and operations, property damage, products/completed operations, independent Tenant, and personal injury coverages, with a limit of not less than two million (2,000,000) dollars for each occurrence, combined single limit.
  - ii. Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with applicable law, with a limit of not less than with a limit of not less than two million (2,000,000) dollars for each occurrence.
  - iii. Worker's Compensation Insurance, covering all of Tenant's employees, in amounts and otherwise on terms and conditions as required by applicable law.
  - iv. Professional Liability Insurance, with limits of no less than one million (1,000,000) dollars per occurrence.
  - v. Tenant shall keep and maintain insurance required by law and any construction, operation or power sales contracts related to the REF.
- b. Tenant and Landlord mutually waive their respective rights of recovery against each other by reason of any loss or damage to the Leased Premises or Solar Facility, or damages arising from third party claims related to the Agreement and Solar Facility to the extent such losses or damages are an insured loss under insurance policies required by this Agreement, or otherwise related to the Property, Leased Premises, or Solar Facility, but only to the extent of the net insurance proceeds payable under such policies.
- c. Tenant and Landlord that each will cause its insurance policies to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers. Nothing contained in this Section shall be considered or construed as a waiver or release by one Party of any and all other covenants and conditions contained in this lease to be performed by the other Party.

- d. Tenant shall provide insurance certificates to Landlord evidencing compliance with this section before commencing Solar Facility construction, and upon request of the Landlord.

**17. Operating Expenses.**

Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

**18. Taxes.**

Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises or that would be levied against the Lease Premises were it owned by a private, for-profit entity, that is directly attributable to Tenant's improvements to the Leased Premises. Landlord agrees to furnish proof of such increase to Tenant. Tenant may deduct from Basic Rent taxes Tenant pays, directly or indirectly, to Landlord.

**19. Maintenance by Landlord.**

Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Facility.

**20. Liabilities to Third Parties: Risk of Loss.**

- a. Tenant shall hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees, and Landlord shall hold Tenant harmless from any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees.
- b. Notwithstanding any provisions to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant.

Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, earthquakes, or other similar events. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

**21. Tenant's Surrender.**

At the expiration or termination of the Lease Tenant shall surrender the Leased Premises to Landlord subject to the other provisions of this Lease.

**22. Default and Termination for Default.**

- a. Landlord or Tenant shall be in default of this Lease if either Party breaches any material provision the is not cured by the breaching Party within sixty (60) days of receipt of notice of said breach from the non-breaching Party, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not later completed using diligent efforts.
- b. Upon the breaching Party's failure to cure its breach within such time, as applicable, the non-breaching Party shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

**23. Right to Terminate.**

Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;
- c. Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;
- d. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

- e. The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Landlord.

**24. Removal.**

During the Final Term Tenant shall remove the Solar Facility from the Leased Premises, including the Site Improvements and Infrastructure owned by Tenant and solar panels owned by third parties. Such removal shall be completed within six (6) months following the expiration of the last Renewal Term. The Leased Premises shall be restored to materially the same condition as the surrounding Landfill area.

**25. Binding on Successors.**

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.

**26. Access to Premises.**

In addition to the easements granted in this Agreement, Tenant and its engineers, officers, employees, agents, and contractors shall have full access to the Leased Premises during the Term, consistent with Landlord's standard property security policy,

**27. Governing Law.**

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

**28. Entire Agreement.**

All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

**29. Survey and Testing.**



Tenant shall have the right during the Option Period and any extension to survey, soil test, and make any other investigations necessary to determine if the surface of the Leased Premises is suitable for construction of the Solar Facility. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given by Tenant to Landlord, shall become null and void; provided that at Tenant's sole expense any damage to the Leased Premises caused by such testing and investigations of Tenant shall be promptly repaired and Landlord shall have the right to retain any and all payments received from Tenant.

30. **Hazardous Waste.**

- a. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the State of Connecticut or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term "**Environmental Laws**" shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.
- b. The Tenant acknowledges that the Property and the Leased Premises were once used as a landfill, now capped, and that the Landlord cannot make any representations or warranties about the presence or absence of Hazardous Materials on the Property.
- c. Landlord represents and warrants that, to Landlord's actual knowledge, the Property and Leased Premises are in compliance with applicable law, including orders issued by the Connecticut Department of Energy and Environmental Protection (CTDEEP) for maintaining the landfill at the Property.
- d. If CTDEEP, or any other governmental entity, issues the Landlord any notices of violations or remediation orders, and said violation or order is a direct result of the

actions or inactions of the Landlord, Landlord shall promptly take the remedial and removal action as required by law to bring the Leased Premises into compliance with such notices or orders.

- e. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a “**Breach**”), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from, and keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.
- f. The following indemnities are provided by Landlord and Tenant:
  - i. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys’ fees and expenses, consultants’ fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such claims arise out of the release of any Hazardous Materials on or about the Leased Premises by Tenant or Tenant’s employees, contractors, agents, successors, or assigns or from Hazardous Materials brought to the Leased Premises by Tenant or Tenant’s employees, contractors, agents, successors, or assigns, or where such Party was informed of the presence of Hazardous Materials on the Leased Premises by Landlord prior to the release, and including, without limitation, the release of Hazardous Materials caused by Tenant’s breach of the landfill cap.
  - ii. Landlord agrees to indemnify, defend, and hold harmless Tenant, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys’ fees and expenses, consultants’ fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Materials on or about the Leased Premises by the Landlord, except those covered in accordance with (c)(i) above, or (b) arise out of any Breach by Landlord, or Landlord’s employees, contractors,

agents, successors, or assigns. As used in this paragraph, "release" excludes Hazardous Materials that may be contained within the capped landfill before the Effective Date.

- iii. Any indemnity award shall be made on a comparative fault basis.
- g. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods.

**31. Mechanic's Liens.**

Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant; provided that Tenant shall be permitted to remove any such lien by bond or other suitable instrument.

**32. Headings.**

The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

**33. Time of Essence.**

Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

**34. Severability.**

If any section, subsection, term, or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

**35. Real Estate Broker.**

Landlord represents and warrants that Landlord has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Premises or the transaction contemplated by this Agreement, and Landlord agrees to indemnify and hold Tenant harmless from and against

any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

**36. Further Assurances.**

Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm, this Agreement. Without limiting the generality of the foregoing, Landlord shall execute such maps, applications and other documents as may reasonably be requested by Tenant or any utility or governmental entity in connection with development or operation of the Solar Facility.

**37. Dispute Resolution.**

**37.1 Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed under the laws of the State of Connecticut, without regard to its conflict of laws and provisions. In the event any action is brought to enforce any of the provision of this Agreement, or arising out of the Parties' relationship under this Agreement, the Parties agree to exclusive *in personam* jurisdiction in the Superior Court, for the Judicial District of Stamford/Norwalk or in the United States District Court for the District of Connecticut, and agree that in any such action, venue shall be exclusively with those courts.

**37.2 Cost and Attorney Fees.**

The substantially losing Party at legal action or arbitration proceeding arising out of or related to this Agreement shall pay the substantially winning Party's costs and fees, including reasonable attorney's fees. A "substantially winning Party" means the net winner of any dispute, taking into account the claims pursued, the claims on which the pursuing Party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the prevailing Party from the date of the offer forward.

**37.3 JURY TRIAL WAIVER.**

EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR

WRITTEN) OR ACTIONS OF ANY PARTY TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

#### 37.4 Injunctive Relief.

Any Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo . As used in this Section, “Party” includes a Party’s partners, agents, representatives, servants, employees, contractors, family members or any and all persons acting directly or indirectly, by or with, that Party. With respect to any such equitable actions or proceedings, the Parties agree that no adequate legal remedy exists, and waives any defense that an adequate remedy at law exists and any requirement that the non-breaching Party prove damages. The Parties further waives any requirement that the non-breaching Party furnish any bond or other security, and agrees that to the extent a bond is required by law, it shall be one hundred dollars (\$100.00). The Parties agree that the non-breaching Party(ies)’s rights to seek injunctive and other equitable relief shall be and are cumulative and not exclusive and shall be in addition to any other remedies that the non-breaching Party may have.

#### 38. **Right to Record.**

The Tenant shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. The form of memorandum of lease shall be subject to Landlord’s approval, not to be unreasonably withheld.

#### 39. **Tax Credits.**

If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant’s option, Landlord and Tenant shall amend this Agreement or replace it with a different instrument so as to convert Tenant’s interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement shall entitle Tenant to a fee interest in the Leased Premises, diminish Tenant’s payment obligations under this Agreement or extend the Term of this Agreement.

#### 40. **Interpretation.**

Each Party and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall

not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

*[signatures on next page]*

Intending to be legally bound on the Effective Date, the Parties have executed this Agreement.

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

LANDLORD:

TENANT:

[ \_\_\_\_\_ ]

Greenskies Clean Energy LLC (or Assigns)

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH / STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

COMMONWEALTH / STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

*Exhibit A – Property and Leased Premises*

- a. Landlord and Tenant acknowledge that the general depiction of the Property and Leased Premises attached to this Agreement on the Effective Date may be legally insufficient. Landlord and Tenant confirm to one another that, notwithstanding any insufficiency, the Parties desire to enter this Agreement. Therefore, Landlord and Tenant agree that
  - i. they are experienced in transactions of the nature provided for in this Agreement,
  - ii. they are thoroughly familiar with the location of the Property, and
  - iii. each Party waives any and all claims or defenses of an insufficient legal description in a cause of action for specific performance under this Agreement.
  
- b. Upon determination of the specific size and location of the Property and Leased Premises, a detailed description of such locations shall become the final description of the Property and Leased Premises for the Lease, and the Parties will amend this Exhibit A to reflect that final Property description.

Red outline: Leased Premises

Yellow line: Access & Utility Easement





*Exhibit B – Tenant’s Survey of Leased Premises*

*Exhibit C - Certificate of Insurance*

*Exhibit D – Form of Landlord Consent to Collateral Assignment of Lease*

This Landlord Consent to Collateral Assignment of Lease Agreement (this “Consent”) is granted and made by \_\_\_\_\_ (“Landlord”) in connection with certain Option Lease dated \_\_\_\_\_, 20\_\_ (the “Lease”) by and between Landlord and \_\_\_\_\_ as Tenant.

1. Tenant has entered into a Loan Agreement (“Loan Agreement”) with \_\_\_\_\_ (“Lender”) for the extension of credit (the “Loan”) in regard to a solar electric generating facility referred in said Loan Agreement as the “Solar Facility” and in said Lease and this Consent as the “Solar Garden”.
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
  - a. Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord’s knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord’s use of the Leased Premises shall be subordinate.
  - b. Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees

that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.

- c. Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.

5. Landlord also acknowledges and consents:

- a. To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Facility.
- b. To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.
- c. To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.
- d. To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.

6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: [\_\_\_\_\_]

with a copy in each case to:

[Lender Information]

Signatures on Next Page

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement Of Collateral Assignment as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD:

By: \_\_\_

Title:\_\_\_

STATE OF \_\_\_

COUNTY\_\_\_\_. to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, for and on behalf of the \_\_\_\_\_.

Notary Public for

My Commission Expires:

4. Discussion/decision to approve a supplemental appropriation of \$1,478 to cover benefits costs associated with Larry Roberts providing facilities oversight and facilities project management for the duration of Fiscal Year 2023: **I move to approve a supplemental appropriation of \$1,478 to cover benefits costs associated with Larry Roberts providing facilities oversight and facilities project management for the duration of Fiscal Year 2023**



Jonathan Luiz <jluiz@westonct.gov>

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## Re: DRAFT Additional Responsibilities

1 message

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**Rick Darling** <rdarling@westonct.gov>  
To: Jonathan Luiz <jluiz@westonct.gov>

Mon, Mar 6, 2023 at 10:10 AM

Jonathan,

I come up with \$5,863 for the salary (13 weeks is 25% of the \$23,452 annual amount). FICA is \$449, and pension is \$1,029.

This totals to \$7,341.

On Mon, Mar 6, 2023 at 10:06 AM Jonathan Luiz <jluiz@westonct.gov> wrote:

Rick,

Please read the attached. Assuming Larry spends 13 weeks doing this extra work, then what would the additional CMERS costs and FICA costs be?

Sincerely,  
Jonathan

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

From: **Larry Roberts** <dispatchdirector@westonct.gov>  
Date: Fri, Mar 3, 2023 at 12:53 PM  
Subject: DRAFT Additional Responsibilities  
To: Jonathan Luiz <jluiz@westonct.gov>

Jonathan,  
Please review and give me your feedback.  
Regards,  
Larry

--  
Larry Roberts  
Communication Center Director  
Town of Weston, CT  
203-249-1008 Cell

--  
Sincerely,  
Jonathan Luiz  
Weston Town Administrator

--  
Rick Darling

5. First Selectwoman's Budget Update (link to new presentation): **no motion**



6. Acceptance of Donald Gumaer's resignation from the Commission on Aging: **I move to accept Donald Gumaer's resignation from the Commission on Aging**

~~Don Gamet~~  
~~316 Screen Road~~  
Weston, CT  
~~(867 216 9004)~~ 06893

Darcy, Executive Assistant

During the past ten years it has been my pleasure to be a board member on the Commission on Aging. During the last few months I have had health problems that concern my ability to continue, therefore -

I am resigning my seat on the Commission on Aging

Thank-you,  
Don Gamet

Rcvd  
3/8/2023

7. **Approval of Tax Refunds: I move to approve tax refunds totaling \$23,703.87**

2021-3-51394	CRANE WILLIAM	\$ 288.15	3/1/2023	
2021-3-51495	DAIMLER TRUST	\$ 999.45	3/1/2023	
2021-3-55143	NISSAN INFINITI LT	\$ 101.70	3/1/2023	
2021-3-55136	NISSAN INFINITI LT	\$ 568.38	3/9/2023	
2021-1-2364	MOY YORK PAUL	\$ 15,549.97	3/1/2023	REAL ESTATE
2021-3-55630	PORSCHE LEASING LTD	\$ 603.50	3/1/2023	
2021-4-1556	VAULT TRUST/ALLY FINANCIAL	\$ 182.14	3/1/2023	
2021-1-3592	WALSH CYNDI	\$ 5,410.58	3/9/2023	REAL ESTATE
TOTAL		\$ 23,703.87	SUBMITTED FOR 3/16/2023 BOS MEETING	

8. Approval of minutes from the February 16, 2023 9:30 am, February 16, 2023 5:00 pm, and March 7, 2023 Special Board of Selectmen Meetings: **I move to approve the unapproved minutes from the February 16, 2023 9:30 am, February 16, 2023 5:00 pm, and March 7, 2023 Special Board of Selectmen Meetings**

**Board of Selectmen  
Special Meeting Minutes  
February 16, 2023 9:30 AM  
Meeting held via Zoom**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 9:30 am. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Town Administrator Jonathan Luiz, and Director of Social Services Allison Lisbon.
2. **Pledge of Allegiance:** Jonathan Luiz led in the Pledge of Allegiance.
3. **Acceptance of resignation from Tracy Kulikowski, Land Use Director:** Selectman Mohabeer made a motion to accept the resignation of Tracy Kulikowski effective Friday, April 14, 2023. Selectwoman Jenner seconded the motion. Motion passed unanimously.
4. **Discussion /Decision to approve changes to Land Use Director job description:** Selectwoman Jenner made a motion to approve changes to the Land Use Director job description as presented. Selectman Mohabeer seconded the motion. Discussion took place and Mr. Luiz suggested a change to the experience section to read "a minimum of seven years." Motion to approve as presented with amendment to the job description experience section to read "a minimum of seven years," passed unanimously.
5. **Acceptance of resignation from Jonathan Luiz, Town Administrator:** First Selectwoman Nestor made a motion to accept the resignation of Jonathan Luiz, Town Administrator, effective March 30, 2023. Selectman Mohabeer seconded the motion. Motion passed unanimously.
6. **Discussion/Decision to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc.:** Discussion took place with Allison Lisbon, Director of Weston Social Services. Selectman Mohabeer made a motion to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc. Selectwoman Jenner seconded the motion. Motion passed unanimously.
7. **Discussion/Decision to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries:** Selectwoman Jenner made a motion to authorize a supplemental appropriation of \$503.68 for Assessor, Part Time Salaries. Selectman Mohabeer seconded the motion. Motion passed unanimously.
8. **Approval of Minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting:** Selectwoman Jenner made a motion to approve the unapproved minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting, as presented. Selectman Mohabeer seconded the motion. Motion passed unanimously.
9. **Discussion/Decision to enter into executive session to discuss collective bargaining strategy:** Selectman Mohabeer made a motion to enter into executive session to discuss collective bargaining strategy. Jonathan Luiz, Town Administrator was invited to attend. Selectwoman Jenner seconded the motion. Motion passed unanimously. Executive session commenced at 10:00 am and ended at 10:30 am.
10. **Adjournment:** Selectman Mohabeer made a motion to adjourn. First Selectwoman Nestor seconded the motion. Motion carried unanimously. Meeting adjourned at 10:30 am.

**Board of Selectmen  
Special Meeting Minutes  
February 16, 2023 5:00 PM  
Meeting held via Zoom**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 5:00 pm. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Town Administrator Jonathan Luiz, Finance Director Rick Darling, Weston Public Schools leadership, Town of Weston department directors, and members of the public.
2. **Pledge of Allegiance:** The Board of Selectmen led in the recitation of the Pledge of Allegiance.
3. **Discussion/Decision to nominate from the Panel of Moderators a member to serve as a moderator and a member to serve as alternate moderator for the Annual Town Budget Meeting:**  
Selectwoman Jenner made a motion to nominate Susan Moch as moderator and Barbara Reynolds as alternate moderator for the Annual Town Budget Meeting. Selectman Mohabeer seconded the motion. First Selectwoman Nestor said that there is a vacancy on the panel of moderators for someone who is a member of the Republican party or is unaffiliated with a political party. Motion passed unanimously.
4. **Discussion concerning the First Selectwoman's proposed budget for fiscal year 2023-2024.**  
**For background information visit** <https://www.westonct.gov/government/municipal-departments/finance>:  
First Selectwoman Nestor gave a presentation on the proposed budget, including the current fiscal year forecast, economic and fiscal data, highlights of the proposed budget, the capital budget, and the total budget including the Board of Education. The Board asked questions about the school capital budgets, which were responded to by Superintendent Lisa Barbiero, Director of Finance and Operations Phil Cross and Board of Education Chair Steve Ezzes.

The Board of Selectmen reviewed town department budget requests. Jonathan Luiz, Rick Darling, Department Heads, and Board and Commission members responded to questions from the Board of Selectmen on various items, including electric costs, general administration contractual services, information systems, assessor's office salaries, legal counsel, town clerk, police services, fire department and capital budget item fire engine 5, animal control, communications center, public works, tree warden, social services, library, parks and recreation.

The Board of Selectmen reviewed the debt service budget and the capital budget. Jonathan Luiz, Rick Darling, and Police Chief Henion responded to questions from the Board of Selectmen.

5. **Discussion/Decision to vote on and transmit the Board of Selectmen's proposed Fiscal Year 2023-2024 budget to the Board of Finance:** The Board of Selectmen agreed that the proposed budget for Legal Counsel, Retainer Expenses should be reduced by \$2,880 for a new total of \$96,000, resulting in a FY24 proposed total town operating budget expenditure of \$15,298,781.

First Selectwoman Nestor made a motion to transmit to the Board of Finance a proposed Fiscal Year 2023-2024 Board of Selectmen operating budget totaling \$15,298,781. Selectman Mohabeer seconded the motion. Discussion took place. First Selectwoman Nestor and Selectman Mohabeer voted in favor. Selectwoman Jenner voted not in favor. Motion passed 2 in favor, 1 opposed.

First Selectwoman Nestor made a motion to transmit to the Board of Finance a proposed Fiscal Year 2023-2024 debt service budget totaling \$2,967,825. Selectwoman Jenner seconded the motion. Motion passed unanimously.

First Selectwoman Nestor made a motion to transmit to the Board of Finance a proposed Fiscal Year 2023-2024 capital budget totaling \$3,500,000 with an offset of \$34,592 from prior capital projects that have been closed out resulting in a \$3,465,408 net capital budget to be funded by taxes. Selectwoman Jenner seconded the motion. Motion passed unanimously.

First Selectwoman Nestor made a motion to recommend to the Board of Finance a proposed Fiscal Year 2023-2024 Board of Education budget operating budget totaling \$58,047,590. Discussion took place. Selectman Mohabeer seconded the motion. First Selectwoman Nestor and Selectman Mohabeer voted in favor. Selectwoman Jenner voted not in favor. Motion passed 2 in favor, 1 opposed.

- 6. Adjournment:** Selectwoman Jenner made a motion to adjourn. Selectman Mohabeer seconded the motion. Motion passed unanimously. Meeting adjourned at 8:35 pm.

Minutes submitted by Darcy Barrera-Hawes, Executive Administrative Assistant



**Board of Selectmen  
Special Meeting Minutes  
March 7, 2023 6:00 pm  
Meeting held via Zoom**

1. **Call to Order:** First Selectwoman Samantha Nestor called the meeting to order at 6:00. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Town Administrator Jonathan Luiz, Communications Director Larry Roberts, and members of the public.
2. **Pledge of Allegiance:** The Board of Selectmen led in the recitation of the Pledge of Allegiance.
3. **Executive Session to discuss pending litigation:** First Selectwoman Nestor made a motion to enter into Executive Session to discuss pending litigation. Invited to attend were Town Attorney Ira Bloom and Town Administrator Jonathan Luiz. Selectwoman Jenner seconded the motion. Motion passed unanimously. Executive session commenced at 6:02 pm and ended at 7:31pm.
4. **Discussion/Decision to revise the Social Services Administrative Assistant job description:** First Selectwoman Nestor made a motion to revise the job description for the position of Social Services administrative position, as presented. Discussion took place and it was agreed that the salary should remain consistent. Selectwoman Jenner seconded the motion. Motion passed unanimously.
5. **Discussion/Decision to approve a supplemental appropriation of \$20,000 for Randi Frank Consulting to conduct a Town Administrator candidate search:** Discussion took place with Randi Frank and Richard Brown of Randi Frank Consulting. First Selectwoman Nestor made a motion to approve a supplemental appropriation of \$20,000 for Randi Frank Consulting to conduct a Town Administrator candidate search. Selectwoman Jenner seconded the motion. Motion passed unanimously.
6. **Discussion/Decision to approve a supplemental appropriation of \$5,863 to compensate Larry Roberts for facilities oversight and facilities project management for the duration of Fiscal Year 2023:** Discussion took place with Larry Roberts. First Selectwoman Nestor made a motion to approve a supplemental appropriation of \$5,863 to compensate Larry Roberts for facilities oversight and facilities project management for the duration of Fiscal Year 2023. Selectwoman Jenner seconded the motion. Motion passed unanimously.
7. **Discussion/Decision to approve a supplemental appropriation of \$3,322 for the Senior Center Director to work extra hours to train with consultant Wendy Petty:** First Selectwoman Nestor said this item was removed from the agenda.
8. **Discussion/Decision to approve a supplemental appropriation of \$10,000 for Wendy Petty for consulting services - training of Senior Center Director:** First Selectwoman Nestor said this item was removed from the agenda.
9. **Update about the signage for the Western New England Greenway Roadway:** First Selectwoman Nestor gave an update on the Western New England Greenway Roadway and the installation of signage along the bike route.
10. **First Selectwoman's Update: Recap of Public Information Meeting on Lyons Plain Road Pavement Rehabilitation Project; Community Connectivity Grant Update:** First Selectwoman Nestor discussed the public information meeting that was held on March 6, 2023 regarding the pavement rehabilitation project. First Selectwoman Nestor also gave an update on the sidewalk Community Connectivity Grant, an additional \$484,500 of grant funding has been received.

11. **Approval of minutes from February 2, 2023 Regular Board of Selectmen Meeting and February 7, 2023 Special Board of Selectmen Meeting as presented:** Selectman Mohabeer would like to add the source of the donation made to the Senior Center in item #8, Selectwoman Jenner concurred. Selectwoman Jenner made a motion to approve the minutes from February 2, 2023 Regular Board of Selectmen Meeting with the addition of the donation source for item number 8, and also the February 7, 2023 Special Board of Selectmen Meeting, as presented. First Selectwoman Nestor seconded the motion. Motion passed unanimously.
  
12. **Adjournment:** Selectwoman Jenner made a motion to adjourn. Selectman Mohabeer seconded the motion. Motion passed unanimously. Meeting adjourned at 8:28 pm

Minutes submitted by Darcy Barrera-Hawes, Executive Administrative Assistant

9. Executive Session pursuant to C.G.S §§ 1-200(6)(B): **(1) Discussion of strategy and negotiations with respect to pending claims or litigation” – *Town of Weston v. Gregg and Jennifer Haythorn*, Freedom of Information Commission, Executive Session pursuant to C.G.S §§ 1-200(6)(E) and 1-210(b)(10) – (2) Discussion of attorney-client privileged communications; (3) Collective Bargaining Strategy; and (4) Discussion regarding a personnel matter (Town Administrator)**
  
10. Adjournment: **I move to adjourn**