

TOWN OF CANAAN BOARD OF SELECTMEN

REGULAR MEETING

Monday February 8, 2021 @ 7:00 or immediately following BOF
Via Zoom TOWN HALL, 108 MAIN ST, FALLS VILLAGE CT 06031

Present: Henry Todd (1st Selectman) & Selectmen: Greg Marlowe, Dave Barger and other zoom attendees.
CALL TO ORDER: Regular Meeting called to order by First Selectmen, Henry Todd 7:49 PM

Public comment – see video

Dick Heinz – broadband committee – other towns did survey would rather improve cell Service.

Town Meeting Discussion Daley Reville –

107 main street lease -

Secretary report: **MOTION by Barger, seconded by Marlowe to approve the minutes of the Regular Minutes of February 8th, 2021 and the Special Meeting Minutes of February 16th & March 3rd, 2021; unanimous.**

Tax Collector & Treasurer Reports: **MOTION By Marlowe, seconded by Barger to approve as presented, the Tax & Treasurers report for the month of February, 2021; unanimous.**

Reports

- a. MIRA crisis-tipping fee rise to \$105 per ton- increased usage- Raise rates for stickers 2021-2 to \$60/30 from \$40/20-Pallet fee now \$5 each about equal to disposal cost
- b. Hold back on computer transfer due to competing ideas of where to go
- c. Brewster Holdings procedure-need approval by BOF per regulation of town
- d. Gas Station Open
- e. Waterwork Sale to be completed in March-Have closing in late April
- f. Appointment of Ted Moy to Recreation Commission
- g. Need approval for recommendation to Town Meeting for replacement of alarm at 107 and Emergency exit signs-Take from reserve 1702630541 107/108 Main Street Property Reserve. Total is \$5251.46 (alarm 3793.34 and lights 1458.12) BOF has already recommended to town meeting for assistant town clerk of \$4000 in addition to same amount done under BOF authority
- h. Have tenant for 107 Main St remaining space-Café open 6:30 AM to 3:30 PM 7 days/wk-tenant will pay for all costs of renovation (est \$30,000) and equipment (est \$20,000) for occupancy on signing of lease with rent commencing 10/1/21
- i. Started Broadband Comm. Members on website-done to gauge interest in town for this service, if any, and find range of acceptable costs-Prepares us if region can obtain grants for offsetting initial structural costs
- j. Tim Paviol request for using sale proceeds of \$15,000 to procure SBCA's.
- k. Lift Zone by Comcast free to town for 107 Main Street-installed in March-both floors-Kellogg school would use for after school program for 6-8 grades
- l. Hope to have budget ready week of March 15.
- m. Plan on holding BOS mtg in March in lieu of Town Meeting week of March 22
- n. Plan on holding budget hearing in late April and Budget Approval in May in person if vaccination progress continues at current pace
- o. Setting up a meeting with Salisbury Bank on Refinancing debt

VI. Old Business

None

VII. New Business

- a. Tax rebates, if any - None
- b. Rec Commission Appointment of Ted Moy –
MOTION by Dave, seconded by Greg to appoint Ted Moy, for a three-year term through, completing Margaret Caiati's term; unanimous.
- c. Approving C-Pace Agreement Amendment-Rebecca to explain –
MOTION by Marlowe, seconded by Barger to authorize Henry Todd to execute the C-Pace release agreement; unanimous.
- d. Scheduling BOS meeting in lieu of Town Meeting - 23rd – March – 10am by consensus
- e. Recommendation of Fire Truck funds to BOF for SBCA's-
MOTION by Marlowe, seconded by Barger to recommend to the BOF to proceeds from the sale of the fire truck goes back to the fire department account; unanimous.
- f. Approval of new lease agreement for 107 Main –

MOTION by Greg, seconded by Dave to approve the 107 Main street lease and authorize Henry Todd to sign with the following terms: tenant to pay electric, monthly alarm fee, water, fuel. The Town to have design approval on modifications to interior, \$1,000 a month for 2 year period, with an option to renew thereafter with increases as designed. Lease payment amount to commence 10/1/2021. Tenant to provide Proof of expenditure of a minimum of \$15,000 of space renovation; unanimous.

- g. Animal Control Officer appointment:

MOTION by Greg, seconded by Dave, to appoint Lindsey Burr. as Animal Control officer for the remainder of 20/21 FY and then the full fiscal year 21/22; unanimous.

Adjournment

MOTION by Barger, seconded by Marlowe, meeting adjourned; unanimous.

Respectfully submitted by recording secretary, Rebecca Juchert-Derungs

C-PACE PARTIAL RELEASE AGREEMENT

THIS C-PACE PARTIAL RELEASE AGREEMENT (the "Agreement") is made and entered into as of the 15th day of MARCH, 2021 (the "Effective Date"), by and between **TOWN OF CANAAN, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK, F/K/A CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

WHEREAS, Municipality and Green Bank entered into that certain Commercial Property Assessed Clean Energy ("C-PACE") Agreement dated AUGUST 8, 2013 (the "C-PACE Agreement") pursuant to section 16a-40g of the Connecticut General Statutes (the "C-PACE Statute") associated with the administration of the clean energy program authorized under the C-PACE Statute (the "C-PACE Program").

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

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

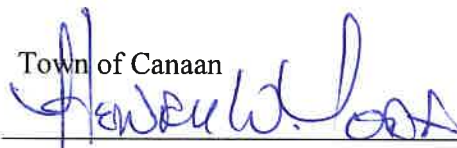
WHEREAS, Green Bank and Municipality desire to release the Municipality of certain billing and collections obligations under the C-PACE Agreement to facilitate the billing and collection of benefit assessment liens by Green Bank, in accordance with the C-PACE Guidelines.

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

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

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

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

Town of Canaan
By: 
Henry Todd, First Selectman

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President