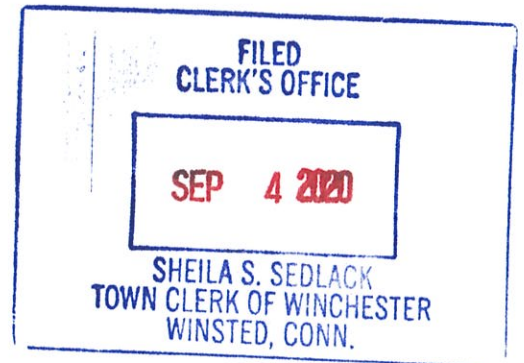


AGENDA
Town of Winchester
Meeting of the Board of Selectmen
P. Francis Hicks Room, 2nd Floor, Town Hall • 338 Main St., Winsted, CT

TUESDAY, SEPTEMBER 8, 2020

7:00 P.M.



1. CALL TO ORDER (Turn your cell phones off)
2. PLEDGE OF ALLEGIANCE
3. AGENDA REVIEW
4. APPROVAL OF MINUTES
 - A) Minutes of Regular Meeting on August 17, 2020
 - B) Minutes of Special meeting on August 17, 2020
5. TOWN MANAGER'S REPORT
6. CITIZENS' COMMENTS

The Board of Selectmen welcomes public comments but speakers will be limited to three (3) minutes or less and may speak only once. Please call 860-738-6958 to make a public comment when we reach this agenda item. Please give your name and address. All guidelines listed for in-person meetings will apply.
7. CORRESPONDENCE
8. BOARDS AND COMMISSIONS
9. NEW BUSINESS
 - A) 20-039 Resolution 20-05 - Agreement for 2020 Homeland Security Grant Program (Town Manager Geiger)
 - B) 20-040 Acceptance and Appointment of James Lagassie as Chief of the Winsted Fire Department Effective September 1, 2020 (Town Manager Geiger)
 - C) 20-041 Letter Regarding Enforcement of Regulations at Highland Lake (Selectman Bird and Selectman Bourque)
 - D) 20-042 Refunds as Recommended by the Collector of Revenues (Town Manager Geiger)
 - E) 20-043 Request for Donation of Town-Owned Land to Winchester Land Trust (Town Manager Geiger)
 - F) 20-044 Send Our Draft Request of the State Legislature Proposed Amendment in State Law for the Section on Tuition for Towns in which no High School is Maintained to our Town Attorney for Review and Draft of a Letter Requesting Such Change (Mayor Perez)
 - G) 20-045 Virtual Net Metering Credit Purchase and Sale Agreement (Town Manager Geiger)
10. CITIZENS' COMMENTS

The Board of Selectmen welcomes public comments but speakers will be limited to three (3) minutes or less and may speak only once. Please call 860-738-6958 to make a public comment when we reach this agenda item. Please give your name and address. All guidelines listed for in-person meetings will apply.
11. SELECTMEN'S COMMENTS AND REPORTS
12. ADJOURNMENT

**This meeting can be watched live on Spectrum Channel 194,
accessed remotely by selecting the "livestream" link
on the Town of Winchester website, at
<https://www.youtube.com/channel/UCT1ffiBjMTBQM5OEXSgKIqg/videos>**

Board of Selectmen
Regular Meeting
August 17, 2020

Due to the Coronavirus (COVID-19) epidemic the August 17th. 2020 Board of Selectmen's meeting was held by ZOOM and all Selectmen were live streamed via Channel 194 and broadcast from home.

Item 1. Call to Order:

Meeting called to order at 7:00 p.m. by Mayor Perez.

Attendance: Sel. Arcelaschi, Sel. Bird, Sel. Bouchard, Sel. Bourque, Sel. Groppo, Sel. Perez, Sel. Sedlack. Town Manager, Bob Geiger and Finance Director, Bruce Stratford.

Item 2. Pledge of Allegiance

The Pledge of Allegiance was recited.

Item 3. Agenda Review

Motion by Sel. Arcelaschi, seconded by Sel. Bird

To add to the agenda under New Business 11-E " Approval for the Town Manager to apply for re-certification of a Steep Grant.

UNANIMOUS

Item 4. Approval of Minutes

A). Minutes of Regular Meeting on August 3, 2020

Motion by Sel. Bird, seconded by Sel. Bourque

To approve the minutes of the Regular Meeting of August 3,2020 as presented.

UNANIMOUS

B). Minutes of Special Meeting on August 13, 2020.

Motion by Sel. Bird, seconded by Sel. Sedlack

To approve the minutes of the August 13, 2020 meeting as presented.

UNANIMOUS

Mayor Perez adjourned the Regular Board meeting to a Special Town Meeting at 7:05 p.m.

Item 5. Special Town Meeting . Reason for Town Meeting.

A). Request for Land Swap and Permanent Easement at 29 Bridge Street.

(See minutes for the Special Town Meeting.)

Regular meeting resumed at 7:10 p.m.

Item 6. Citizens' Comments - John Wiarda

Item 7. Town Manager's Report

The Town Manager's report covered all meetings held between August 3rd. through August 16th. with updates including future meetings.

Item 8. Finance Director's Report.

The Finance Director, Bruce Stratford, reported on revenues and expenditures to date and compared them with the same numbers from the previous year. Cash is at a high point of \$19 million Dollars.

Item 9. Correspondence NONE

Item 10. Boards and Commissions.

To acknowledge the resignation of Charles and Frances Cooper from the Senior Citizen Commission with thanks for their years of services.

Item 11. New Business

A). 20-035 RFP for Grants Funded Communications Consultant Services for the Town of Winchester Board of Selectmen (Mayor Perez).

Motion by Sel. Bourque, seconded by Sel. Sedlack

To accept the request for proposals for communication consultant services for the Town of Winchester. UNANIMOUS

B). 20-036 State Statute Regarding Tuition in Towns in which no High School is Maintained (Mayor Perez).

Sel. Sedlack cited a conflict of and recused himself from discussion and left the room.

Following discussion:

Motion by Mayor Perez, seconded by Sel. Bird

That the Board of Selectmen work with the Board of Education sub-committee to discuss State Statues with regards to Tuition in towns when no high school is maintained. UNANIMOUS

Sel. Sedlack re-entered the meeting.

C). 20-037 Emergency Response and Power Restoration for Storm Isaias (Mayor Perez).

Discussion took place as to plans for future emergencies

D). 20-038 Proposed Line Item Transfer (Town Manager Geiger) Motion
by Sel. Bouchard, seconded by Sel. Bird.

I move that the Board of Selectmen approve the line-item transfer of \$10,765 from Board of Education Expenditures – Teachers Pension to State (1000-100-1000-918) to Legal Fees-Environmental Counsel (119-845-0003-0000) in the amount of \$2,000, Purchasing /Data Processing – Data Processing (145-812-0000-0000) in the amount of \$2,000, Winchester Fire Department- Equipment Testing (219-848-0009-0000) in the amount of \$100, Misc-Bank Fees (910-800-0009-0000) in the amount of \$2,665 and Street Lighting – Street Lighting Expenditures (320-383-0000-0000) in the amount of \$4,000.

UNANIMOUS

E). Approval for the Town Manager to apply for re-certification for a STEAP GRANT. Motion
by Sel. Bourque, seconded by Sel. Bouchard.

To authorize the Town Manager to apply for re-certification for a STEAP GRANT.

UNANIMOUS

Item 12. Citizens' Comments John Wiarda

Item 13. Selectmen's Comments and Reports

Sel. Bourque reported that the Soldiers' Monument Commission has cancelled the celebrations for Labor Day, Veterans Day, and the Cemetery Walk.

Sel. Bouchard also reported the cancellation of the Fall Festival by Friends of Main Street. Sel. Sedlack inquired about the results of the Presidential Preference Primary held on August 11th 2020.

Item 14. Adjournment

Motion by Sel. Sedlack, seconded by Sel. Bird.

I move to adjourn this meeting at 8:00 p.m.

UNANIMOUS

ATTEST:

Sheila S. Sedlack, CCTC, CMC

Town of Winchester
Special Town Meeting
August 17, 2020

This Board of Selectmen Special Town Meeting will be held as a HYBRID meeting. This means people may attend in person as we would have normally done before COVID with social distance and a mask.

People may also join the meeting by ZOOM. Each person on the Zoom call must give us their name and address to verify that you are a registered elector in the Town of Winchester as this is a Town Meeting. If you do not identify yourself, you will not be allowed to vote.

Item 1. Call to Order

The meeting was called to order at 7:05 p.m. by Mayor Perez.

Attendance: Sel. Arcelaschi, Sel. Bird, Sel. Bouchard, Sel. Bourque, Sel. Groppo, Sel. Perez, Sel. Sedlack. Town Manager, Bob Geiger and Finance Director, Bruce Stratford.

Mayor Perez acted as Moderator and announced the call of the meeting.

At this time Mayor Perez opened the meeting to all viewers by ZOOM or calling 860-738-6958. Only those who are registered to vote shall vote on the motions.

Item 1. Discussion/possible action regarding Request for Land Swap and Permanent Easement at 29 Bridge Street.

Discussion took place.

A motion was made, seconded and carried.

To approve a request for a land swap and permanent easement at 29 Bridge Street.
UNANIMOUS

A motion was made, seconded and carried.

To adjourn the Special Town meeting at 7:10 p.m. and return to the regular Board of Selectmen's meeting. UNANIMOUS

No viewers called in on Zoom or by phone to vote.

ATTEST:

Sheila S. Sedlack, CCTC,CMC



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street

WINSTED, CONNECTICUT 06098

OFFICE OF THE TOWN MANAGER

DATE: September 4, 2020

TO: Board of Selectmen

FROM: Robert Geiger
Town Manager

RE: Town Manager Update

LAST WEEK (August 24 - 30):

Monday: Public Works regarding Whiting Street and Overlook Road application; Chief Fitzgerald regarding special request for traffic control; site visit to industrial park regarding new tenant (Hitchcock Chairs)

Tuesday: Public Works regarding union and personnel issue; Chief Fitzgerald regarding Torrington computer breach and LCD phones; resident from Highland Lake regarding property issues; telephone conference regarding senior apartments

Wednesday: Chief Sartirana and incoming Chief James Lagassie regarding contract discussion; Land use office regarding Planning and Zoning Commission updates; Norfolk Road residents regarding real estate and tax issues; B. Stratford regarding personnel issues; conference call with Attorney Ryan regarding labor issues

Thursday: Site visit regarding tree removal; B. Stratford, Attorney Ryan and L. Bessette regarding personnel issues

Friday: Don Stein, 1st Selectman of Barkhamsted, regarding sewer agreement; Attorney Nelligan regarding helipad easement and blight property

THIS WEEK (August 31 – September 6):

Monday:

- Public Works regarding updates
- Department Supervisors meeting
- Attorney regarding Lodestar/Solar project

Tuesday:

- B. Stratford regarding personnel issue
- Public Works regarding tree budget issue
- Attorney Ryan regarding personnel issue

Wednesday:

- Superintendent Brady-Shanley regarding school construction issue
- B. Stratford regarding personnel issue
- Site visit regarding sidewalk issue

Thursday:

- S. Williams regarding DESPP sub-grant funds MOA
- Public Works union and representative regarding Civil Service promotion process
- Site visit and review of blight concerns at 15 Upson Road

Friday:

- Prepare for Tuesday's Selectmen's meeting

NEXT WEEK (September 7 - 13):**Monday: Town Hall closed in Observation of Labor Day****Tuesday: Board of Selectmen****LONG-TERM:**Sep. 14: **Board of Selectmen****DEPARTMENT UPDATES:**

- ❖ Collector of Revenues:
 - Office traffic is down – most tax payments processed through the mail
- ❖ Community Planning and Development:
 - Hartford Hospital is scheduled to open January 2021; NW Community College planning joint effort with the nursing program
 - Whiting Street will stay 2-way
 - A lot of foot traffic through the Building and Planning offices
 - Heavier calls for enforcement
 - Multi-family inspections shut down except for code violations
 - Inspection of schools for re-opening almost complete
 - Blight work continues
 - State stopped distribution of PPE supplies as of 8/7
- ❖ Finance:
 - Tax office did much better than expected and building permits are up
 - Interest on investments plummeted
 - Water & Sewer adopted budgets for 2020-2021
 - Audits are underway
 - STEAP application has been submitted for re-lining the culvert under West Wakefield Boulevard
- ❖ Fire:
 - Membership has dropped
 - Received multi-town grant for radios
- ❖ Police:
 - Calls have increased but experiencing less COVID medical calls
 - 40% increase in firearm permits statewide
 - Purchased a new Car 28; old Car 28 has been converted to replace the white Animal Control vehicle
 - Created mandatory mental health training extending to family and non-sworn department members to address stresses caused by recent developments

- ❖ Public Works:
 - Work hasn't skipped a beat due to COVID
 - Overlook Road reconstruction and paving complete
 - Chip-sealed 12+ roads
 - Walkway replacement at the spillways is complete; fencing will be replaced as well
 - Plow fleet almost ready
 - Waiting on delivery of a vacuum truck, sweeper and plow truck
 - Preparing to replace the water main on Brookside Avenue
- ❖ Recreation:
 - No lifeguards on beaches after labor day
- ❖ Senior Center:
 - Continuing to provide rides to grocery stores, food pantry, medical appointments, etc.
 - Serving grab & go meals
 - Senior Enrichment Program is back up and running
 - 54th Anniversary will be celebrated with a concert on the green September 24th; 1:00pm – 2:30pm; all are welcome
 - Bathroom renovations to make the ADA compliant almost done
- ❖ Town Clerk:
 - Expecting large volume of voters and absentee ballots for the November 3rd Presidential election

Correspondence

Town of Winchester CT

Savings Report by Month

7/31/2020 12:00:00 AM -

Year	Month	Claims	Used	Cost	Rx Cost	Price Savings	Savings	% Savings
2017	Jul-17	20	10	\$620.96	\$31.05	\$1,033.63	\$51.68	62%
2017	Aug-17	12	7	\$360.99	\$30.08	\$297.54	\$24.80	45%
2017	Sep-17	16	11	\$418.02	\$26.13	\$826.72	\$51.67	66%
2017	Oct-17	19	10	\$723.32	\$38.07	\$182.16	\$9.59	20%
2017	Nov-17	16	11	\$903.13	\$56.45	\$308.03	\$19.25	25%
2017	Dec-17	14	10	\$752.40	\$53.74	\$187.46	\$13.39	20%
2017	Year Total:	182	110	\$6,431.30	\$35.34	\$7,400.73	\$40.66	54%
2018	Jan-18	22	7	\$988.32	\$44.92	\$246.86	\$11.22	20%
2018	Feb-18	13	7	\$604.65	\$46.51	\$190.34	\$14.64	24%
2018	Mar-18	11	6	\$415.97	\$37.82	\$174.49	\$15.86	30%
2018	Apr-18	15	8	\$576.93	\$38.46	\$153.36	\$10.22	21%
2018	May-18	11	6	\$456.31	\$41.48	\$176.51	\$16.05	28%
2018	Jun-18	13	6	\$329.34	\$25.33	\$240.05	\$18.47	42%
2018	Jul-18	10	5	\$375.43	\$37.54	\$365.79	\$36.58	49%
2018	Aug-18	5	5	\$323.50	\$64.70	\$79.87	\$15.97	20%
2018	Sep-18	11	5	\$243.04	\$22.09	\$148.58	\$13.51	38%
2018	Oct-18	13	7	\$607.94	\$46.76	\$199.00	\$15.31	25%
2018	Nov-18	6	3	\$291.13	\$48.52	\$77.96	\$12.99	21%
2018	Dec-18	9	6	\$238.81	\$26.53	\$51.92	\$5.77	18%
2018	Year Total:	139	71	\$5,451.37	\$39.22	\$2,104.73	\$15.14	28%
2019	Jan-19	9	6	\$569.20	\$63.24	\$154.09	\$17.12	21%
2019	Feb-19	7	6	\$340.62	\$48.66	\$85.56	\$12.22	20%
2019	Mar-19	2	1	\$136.24	\$68.12	\$20.54	\$10.27	13%
2019	Apr-19	9	6	\$300.50	\$33.39	\$76.95	\$8.55	20%
2019	May-19	6	4	\$254.77	\$42.46	\$44.41	\$7.40	15%
2019	Jun-19	11	5	\$491.07	\$44.64	\$127.49	\$11.59	21%
2019	Jul-19	13	5	\$524.40	\$40.34	\$153.76	\$11.83	23%
2019	Aug-19	8	5	\$654.08	\$81.76	\$230.37	\$28.80	26%
2019	Sep-19	10	3	\$385.82	\$38.58	\$201.24	\$20.12	34%
2019	Oct-19	8	4	\$413.57	\$51.70	\$266.22	\$33.28	39%
2019	Nov-19	8	5	\$659.55	\$82.44	\$343.67	\$42.96	34%
2019	Dec-19	9	3	\$418.40	\$46.49	\$211.47	\$23.50	34%
2019	Year Total:	100	53	\$5,148.22	\$51.48	\$1,915.77	\$19.16	27%
2020	Jan-20	13	6	\$532.00	\$40.92	\$329.73	\$25.36	38%
2020	Feb-20	8	6	\$391.95	\$48.99	\$260.54	\$32.57	40%
2020	Mar-20	9	4	\$377.92	\$41.99	\$143.34	\$15.93	27%
2020	Apr-20	9	6	\$341.05	\$37.89	\$109.82	\$12.20	24%
2020	May-20	9	5	\$367.22	\$40.80	\$232.64	\$25.85	39%
2020	Jun-20	12	5	\$349.04	\$29.09	\$116.56	\$9.71	25%
2020	Jul-20	10	3	\$231.12	\$23.11	\$99.59	\$9.96	30%
2020	Year Total:	70	35	\$2,590.30	\$37.00	\$1,292.22	\$18.46	33%
Total		2,754	1,584	\$123,534.10	\$44.86	\$114,854.89	\$41.70	48%

Laurie Bessette

From: Alison Shea <alisonsheaesq@gmail.com>
Sent: Saturday, August 22, 2020 1:51 PM
To: Laurie Bessette; Robert Geiger; winstedpubliccomment@gmail.com
Subject: Citizen Public Comment Request for Next BOS Meeting

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hello,

Please accept this public comment from a resident seeking to participate during the current hybrid meetings, as directed, because of the Covid pandemic.

My public comments is as follows:

“Can the Board of Selectmen, Town Manager, or Town Attorney provide an update regarding any developments, action items, further discussions, or other activities relating to the potential litigation surrounding the Suckerbrook Dam Project, that have occurred or been discussed or considered since the matter was last mentioned during the BOS meeting that took place on April 6, 2020?”

Please respond to this email with confirmation of your receipt of my public comment and confirmation that it will be presented to the BOS during the next BOS meeting (which I believe is currently scheduled for August 31, 2020). If I am incorrect in the date, please also provide me with the scheduled date of the next BOS meeting.

Thank you, again, for your very important service to the community.

If you have any questions, please don't hesitate to reach out - I am happy to discuss further.

Very Truly Yours,

Alison Shea

Census 2020 Information:

Please take a minute to help Winsted and your neighbors.

Winsted is currently trailing the average response rate for the 2020 Census. The census count every ten years is important to our community as the data is used to determine our financial share of state and federal grants for schools, roads, housing, healthcare and so many more.

Please take a minute to respond by mail, in person, or online. See the information below from the regional census 2020 director.

The national Census response rate currently is 65%, Connecticut is 69% and Winchester is approximately 62%.

The Self response deadline is September 30.

Since 1790, the Constitution (Article 1, Section 2) mandates a count of ALL residents living in the U.S. every 10 years, also known as the Decennial Census. The statistical data collected from the Census determines legislative representation in Congress, plus proportionate return of more than \$675 billion dollars in federal funds. These revenues are critical for supporting local school systems, infrastructure improvements, healthcare programs and so many social services dependent on renewed funding to continue these survival services.

Winchester has seen an increase in new residents, and renters who are living as neighbors in a seasonal or secondary home. It's critical these families also complete the nine-question Census for ALL of their residences; failure to do so will count against the local area's response rate of completion.

Remember, if our area ends with a 70% Census response rate, we'll be shortchanged receiving 30% of deserving funds due to non-response. This data will be used in calculating our federal support for the next 10 years before updating a complete count of residents until the next Decennial Census in 2030!

--Census enumerators currently are knocking upon doors locally, and will have photo IDs visible you may ask to see, wearing face masks and complying with social distancing when they visit households which have not yet responded to the Census. It takes only 10 minutes to complete the Census, which can be done online at www.2020census.gov or by calling 844.330.2020 (operators can assist completion in 59 languages), or by mailing back the paper questionnaire sent earlier. Census staff will NEVER ask your citizenship status, enter your home, nor ask for social security numbers nor personal financial information. All responses are confidential, and protected from being shared with any other governmental agency as mandated by the Supreme Court.

In counting every U.S. resident once, only once, and in the right place, the Census Bureau must summarize its accurate count and deliver the final results to the White House no later than Dec. 31, 2020 in order to re- draw Congressional districting by next April. Remember, it's not too late to complete the Census, but time is running out.

Thank you for helping our community optimize local response rates, and receiving deserving federal funds.

Kevin S. Shippy

New York Regional Census Center U.S. Census Bureau-CT office

TOWN OF WINCHESTER
 APPROPRIATION SUMMARY

Date Range:
 7/01/2020
 7/31/2020

Description	Expended	Encumbrance	Budget	Balance
ADMINISTRATIVE SALARIES 0110-190-0000-0000	624.98		7,500.00	6,875.02
SECRETARIAL/SUPPORT STAFF 0110-193-0000-0000			5,000.00	5,000.00
C.C.M. MEMBERSHIP 0110-814-0000-0000	7,696.00		7,696.00	
LITCHFIELD HILLS C.E.O. 0110-814-0001-0000	8,524.00		8,591.00	67.00
NORTHWEST CT CHAMBER 0110-814-0002-0000	225.00		225.00	
CONTINGENCY 0110-835-0000-0000			20,000.00	20,000.00
WINCHESTER 250 COMMITTEE 0110-841-0001-0000			15,795.00	15,795.00
SOFTWARE AGREEMENT/SUPPORT 0110-898-0000-0000			1,500.00	1,500.00
FRINGE BENEFITS - FICA 0110-900-0001-0000	47.84		956.00	908.16
BOARD OF SELECTMEN 110	17,117.82		67,263.00	50,145.18

Handwritten signature in blue ink, possibly reading "Rogers" with a date "8/20/20" written vertically next to it.



TOWN OF WINCHESTER
APPROPRIATION SUMMARY

Date Range:
7/01/2020
7/31/2020

GENERAL FUND 001
BOARD OF SELECTMEN 110

Date	Description	Src	Ref#	Expended Debit	Expended Credit	Encumbrance
7/31/2020	ACCOUNT ADMINISTRATIVE SALARIES	0110-190-0000-0000				
	PAYROLL 7/31/2020		5	624.98		
	Account Total			624.98		
7/09/2020	ACCOUNT C.C.M. MEMBERSHIP	0110-814-0000-0000				
	CCM		1 311113	7,696.00		
	Account Total			7,696.00		
7/09/2020	ACCOUNT LITCHFIELD HILLS C.E.O.	0110-814-0001-0000				
	NHCOG		1 311129	8,524.00		
	Account Total			8,524.00		
7/09/2020	ACCOUNT NORTHWEST CT CHAMBER	0110-814-0002-0000				
	NORTHWEST CT CHAMBER		1 311131	225.00		
	Account Total			225.00		
7/31/2020	ACCOUNT FRINGE BENEFITS - FICA	0110-900-0001-0000				
	EMPLOYER FICA		5	38.77		
7/31/2020	ACCOUNT FRINGE BENEFITS - FICA	0110-900-0001-0000				
	EMPLOYER Medicare		5	9.07		
	Account Total			47.84		
	Department Total	110		17,117.82		

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WINCHESTER CIVIL PREPAREDNESS
PLAN FOR MAINTAINING COMMUNICATIONS WITH THE PUBLIC
DURING EMERGENCIES AND DISASTERS

10/14

PRE-EVENT COMMUNICATIONS (LONG LEAD):

- 1) A Public Information Officer (PIO) will be designated to coordinate the collection, evaluation, and dissemination of information to the public. If unable to designate a PIO the EMD will assume this responsibility.
- 2) The PIO/EMD should maintain situational awareness through monitoring of TV, Radio, Internet, WebEOC, and Emails received from the National Weather Service, State EOC.,
- 3) The EMD will contact the DEMHS Region 5 Coordinator to verbally request permission to activate the local CERT team. This will be followed up by a written request.
- 4) CERT members may be used to monitor and communicate over local Social Media sites, including the Winchester Civil Preparedness Facebook Page, and Twitter. Other local Facebook pages can be monitored such as the Winsted Facebook Page, and the Winsted Neighbors Helping Neighbors Facebook Page. Every effort will be made to encourage residents on social media to go to the Winchester Civil Preparedness Facebook and Twitter pages to receive information and communicate with local government officials.
- 5) The following communication methods will be utilized to disseminate information to the public. Local radio stations WZBG in Litchfield, WTIC AM Hartford, WFSB TV Hartford, WVIT TV West Hartford, Fox 61 TV Hartford, local social media sites, the town website, Waterbury Republican, Register Citizen.
- 6) The method of disseminating information will be through a press release. The contents of the press release will be reviewed and approved by the Town Manager or his designee prior to releasing to news media and placing on internet sites or social media.
- 7) Suggestions for content are as follows: The type of hazard threatening and risk to people and property, estimated time of impact, property protection measures, suggestions for contents of a disaster supply kit for surviving 72 hours, location of mass care facilities if a decision is made to open them. If a pet shelter is to be opened information on provisions and requirements such as use of leashes and cages for transportation etc. Links to web pages such as Ready.Gov and American Red Cross where additional disaster preparation information can be obtained. Include information on alternate sources of communication should the Internet fail, ie radio and television stations that press releases will be sent to.
- 8) Provide information on how, and an estimate of how often municipal officials will be in touch with the public during the emergency. Include information on sheltering in place if an emergency shelter will not be opened at this time.
- 9) If a hot line is to be manned, provide the number and times that it will be manned for the public to call in for additional information and to provide feedback, and coordinate rumor control activity.

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- 10) Press releases can be prepared in advance that list some of the information to be disseminated to the public. The press releases can then be tailored to the specific event. This will allow for the information to be disseminated in a timelier manner.
- 11) Residents should be advised to go to the CT Alerts web page to sign up to receive emergency alerts on their land line phones and cell phones.
- 12) Canned messages can be prepared in advance for use with the Everbridge System to disseminate emergency information to the public.

PRE-EVENT COMMUNICATIONS (SHORT LEAD) IF FEASIBLE AND APPROPRIATE:

- 1) Items 1 through 6 above are the same for short lead communications.
- 2) Describe type of hazard threatening and risk to people and property, provide estimated time of impact, provide protective action instructions, Include information on alternate sources of communication should the Internet fail, i.e. radio and television stations that press releases will be sent to.
- 3) Outline what the municipality is doing or will do in response, to the extent known. Include information on sheltering in place if an emergency shelter will not be opened at this time.
- 4) If a hot line is to be manned, provide the number and times that it will be manned for the public to call in for additional information and to provide feedback, and coordinate rumor control activity.
- 5) Press releases can be prepared in advance that list some of the information to be disseminated to the public. The press releases can then be tailored to the specific event and this will save time and allow for the information to be disseminated in a timelier manner.

COMMUNICATIONS DURING THE EVENT:

- 1) The PIO or EMD should monitor all methods of communication with the public that remain viable during the event and use as many methods as possible while they remain operational. The PIO/EMD should be prepared to adjust communications methods when some fail during the event such as the Internet, Facebook, Twitter, etc. Provide information to the public on alternate sources of communication should the Internet fail, ie radio and television stations that press releases will be sent to.
- 2) If a hot line is to be manned, provide the number and times that it will be manned for the public to call in for additional information and to provide feedback, and coordinate rumor control activity.
- 3) Consideration should be given to utilizing Everbridge for emergency communications such as evacuation orders, shelter in place orders, other emergency orders that may be issued.
- 4) If possible, outline what the municipality is doing or will do in response, to the extent known

30/4

- 5) It should be understood the situation is extremely fluid during the actual time that an emergency is occurring. Maintaining communication with the public may not be feasible during this time.

POST EVENT (RECOVERY PHASE):

- 1) At the earliest opportunity, the PIO/EMD should determine what communications methods remain operational. The focus on communications should center around those methods until the other communication methods have recovered.
- 2) Consideration should be given to the use of alternate communications methods, such as the use of electronic signs at the Winsted Ambulance Headquarters, and Northwestern Connecticut Community College, if they have power at these locations. The portable sign board at Public Works can be placed in a central location such as East End Park to provide messages of importance to the public. If the sign boards at the ambulance headquarters and the college are operational, the portable sign board should be relocated to the green in Winchester Center to provide information to the residents in that area of town.
- 3) Other alternate methods that can be utilized are posting copies of press releases outside of town hall and leaving copies of press releases in the lobby of the police department, the fire stations, the emergency shelters if opened, and the lobby of the emergency department at the health center, the lobby and community rooms of the senior apartments throughout the community. If local businesses have power copies of press releases can be posted at these locations. CERT team members can be utilized to distribute press releases to these locations. Consideration should be given to providing press releases to the visiting nurses to give out to their clients during home visits.
- 4) If the Point of Distribution (POD) for emergency supplies for the community is activated at Pearson Middle School copies of press releases can be handed out to residents coming in for emergency supplies.
- 5) The following are suggestions of pertinent information that should be included in press releases. Activation of emergency shelters, location of warming/cooling charging centers that are open. Fire stations that are providing water, and extension cords for charging cell phones, and tablets. Activation and operational times for the POD for residents to obtain emergency supplies i.e. water, MRE's, ice, tarps, etc. Location of businesses that have power and can supply commodities such as gas, food, water, hygiene supplies, etc.
- 6) Once determination is made of total number of power outages in town this information can be included along with estimates from Eversource of restorations dates and times. Information can also be included on locations of blocked/ Impassable roads.
- 7) Information on what the municipality is doing or will do in response to recovery from the emergency/disaster.
- 8) If a hot line is being manned the number and times that it will be staffed should be included in press releases.



- 9) Once normal methods of communications are restored these methods can be used again in addition to posting and handing out press releases to the public as outlined above.

NOTES: Currently the EMD has administrative control over social media accounts. The Building Official has administrative authority to post information on these accounts. Consideration should be given to naming another person that can have control of posting to these accounts should the EMD and BO not be available. This is in addition to allowing CERT members in the EOC to post to social media accounts and respond to questions/comments that are received.

Currently the EMD is investigating the purchase and operating costs of obtaining a low power AM radio transmitter for use by Civil Preparedness and town government.

FINAL COMMENTS: In closing I believe the evidence is clear the responsibility for keeping our residents informed before, during, and after an emergency or disaster occurs requires more than one person to accomplish this task. In order to accomplish this task, we need to ensure there are sufficient personnel trained and available to call upon to perform this extremely important task.

Respectfully Submitted

Steven Williams

Emergency Management Director

Town of Winchester.

BOARD OF SELECTMEN ACTION REQUEST

No.: 20-039

Date: September 8, 2020

Topic: New Business (A)- Proposed Resolution No. 20-05 (Department of Emergency Services and Public Protection; with attachments)

From: Robert Geiger, Town Manager

Background: The Town annually adopts the proposed resolution to utilize Region 5 for any Connecticut Department of Emergency Services and Public Protection (DESPP) subgrant funds and that the Town will serve as the possible custodial owner of any assets purchased with said subgrant funds.

The 2020 State Homeland Security Grant Program Region 5 Memorandum of Agreement is attached.

Requested Action: The Board of Selectmen should consider proposed Resolution No. 20-05.

Fiscal Implications: None. Any funds related to the proposed Resolution are federal grant funds.

Manager's Recommendation: I recommend that the Board of Selectmen adopt proposed Resolution No. 20-05.

Recommended Motion: I move that the Board of Selectmen adopt Resolution No. 20-05.

Attachments:

Emergency Management Grant Program Application
Proposed Resolution No. 20-05



**FFY 2020 STATE HOMELAND SECURITY GRANT
PROGRAM Region 5 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information:



Person Completing Document:	Steven J. Williams
Municipality Name:	TOWN OF WINCHESTER
Town CEO Name:	Robert Geiger
Town CEO Title (ie. Mayor):	Town Manager

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information:



POC Name & Title:	Steven J. Williams Emergency Manager
Address:	338 Main Street Winsted, CT. 06098
Email:	swilliams@townofwinchester.org
Phone:	860-379-8771
Fax:	860-738-6598



MOA FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAM
Region 5 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: TOWN OF WINCHESTER

Received by: Steven J. Williams

For the MOA:

- A municipal point of contact been identified in Part III, Section M.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail or email the complete MOA package to: Rick Lynn, Executive Director, Northwest Hills Council of Governments, 59 Torrington Road, Suite A-1, Goshen, CT 06756

2.

Instructions for the Northwest Hills Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 5 REPT Chair has signed and dated the agreement.
- The Region 5 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: October 20, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 5

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WINCHESTER, the Northwest Hills Council of Governments (Fiduciary) and the Region 5 Regional Emergency Planning Team (Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-*pending*. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
 - c. Addressing Emergent Threats;
 - d. Capitol Region Metropolitan Medical Response System- MMRS;
 - e. Medical Preparation and Response; and
 - f. Citizen Corps Program;
 - g. Enhancing Cyber Security; and,
 - h. Enhancing Protection of Soft Targets and Crowded Places
5. DEMHS ~~in coordination and cooperation~~ with the municipalities located within DEMHS Region 5 including TOWN OF WINCHESTER – has created, and established bylaws for, the Region 5 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 5.
6. TOWN OF WINCHESTER is eligible to participate in those Federal Fiscal Year 2020 SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects, in the amount of \$382,156.80 for Region 5 which will be made available to the jurisdictions in Region 5 in the manner recommended by the Region 5 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and TOWN OF WINCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF WINCHESTER and allowing the SAA to retain and administer grant funds provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also for The Northwest Hills Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF WINCHESTER Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,654,801 in furtherance of the eight regional set-aside projects listed above.

TOWN OF WINCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,654,801 for the purpose of supporting the allocations and uses of funds under the

2020 SHSGP consistent with the 2020 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF WINCHESTER agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

D. Northwest Hills Council of Governments & TOWN OF WINCHESTER Responsibilities.

TOWN OF WINCHESTER also agrees to allow the Northwest Hills Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2020 regional allocation not included in the eight regional set-aside projects in the amount of \$382,156.80 targeted to member municipalities in DEMHS Region 5 and recommended through the Region 5 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 5 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WINCHESTER, the Northwest Hills Council of Governments (Fiduciary), and the DEMHS Region 5 Regional Emergency Planning Team (Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF WINCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF WINCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF WINCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 grant funds, as approved by the Region 5 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 5 REPT.
5. The Region 5 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Northwest Hills Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2020.

B. Purpose.

DESPP/DEMHS, the Region 5 REPT, Northwest Hills Council of Governments (Fiduciary), and TOWN OF WINCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF WINCHESTER agrees to be the custodial owner, and which are described in the approved 2020 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Northwest Hills Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Northwest Hills Council of Governments which, as the Region 5 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF WINCHESTER may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF WINCHESTER agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 5 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF WINCHESTER.

4. Responsibilities of Custodial Owner

TOWN OF WINCHESTER understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF WINCHESTER agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF WINCHESTER's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF WINCHESTER shall conform to the manufacturer's recommendations. If appropriate, TOWN OF WINCHESTER shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF WINCHESTER performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 5 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF WINCHESTER is furthering regional collaboration and mutual aid on behalf of all of the members of Region 5.

6. Assignment of Asset(s).

If TOWN OF WINCHESTER does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF WINCHESTER is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF WINCHESTER written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF WINCHESTER, through the Region 5 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b) Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If TOWN OF WINCHESTER through the Region 5 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF WINCHESTER must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

TOWN OF WINCHESTER agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

TOWN OF WINCHESTER commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state

and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF WINCHESTER agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for TOWN OF WINCHESTER (Please fill in the following fields)	
Name & Title: Steven J. Williams Emergency Man	
Address: 338 Main Street Winsted, CT. 06098	
Email Address: swilliams@townofwinchester.org	Phone: 860-379-8771
	Fax: 860-738-6598

N. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF WINCHESTER. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF WINCHESTER _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: Robert Geiger Town Manager

Northwest Hills Council of Governments

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name _____

MOA THE Region 5 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

RESOLUTION No. 20-05

Town of Winchester Board of Selectmen

CERTIFICATION:

I, Sheila Sedlack, the Town Clerk of the Town of Winchester, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on September 8, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and,

FURTHER RESOLVED, that Steven J. Williams, as Emergency Management Coordinator of the Town of Winchester, is authorized and directed to execute and deliver any and all documents on behalf of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.

The undersigned further certifies that Steven J. Williams now holds the office of Emergency Management Coordinator and that he/she has held that office since May 7, 2012.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 8th day of September, 2020.

Sheila S. Sedlack, Town Clerk

BOARD OF SELECTMEN ACTION REQUEST

No.: 20-040

Date: September 8, 2020

Topic: New Business (B)- Acceptance and Appointment of James Lagassie as Chief of the Winsted Fire Department (with attachment)

From: Robert Geiger, Town Manager

Background: Per the Town of Winchester Charter Section 608 FIRE DEPARTMENT, "...the Board of Selectmen shall solely on the recommendation of the members of the Fire Department, appoint a Fire Chief of the Fire Department...".

Requested Action: The Board of Selectmen should accept and appoint James Lagassie as Chief of the Winsted Fire Department effective September 1, 2020

Manager's Recommendation: I recommend that the Board of Selectmen accept and appoint James Lagassie as Chief of the Winsted Fire Department effective September 1, 2020

Recommended Motion: *I move that the Board of Selectmen accept and appoint James Lagassie as Chief of the Winsted Fire Department effective September 1, 2020.*

Attachments:

Correspondence from D. Sartirana (September 4, 2020)



Winsted Fire Department

27 Elm Street, P.O. Box 443

Winsted, Ct. 06098

860-379-5155

Fax 860-379-4527

www.winstedfire.org



9/04/2020

Robert Geiger
Town Manager

Please accept this as official notification that The Winsted Fire Department according to its by laws has chosen James Lagassie, the current daytime firefighter to be its Fire Chief. We ask that the Board of Selectman according to the Town Charter approve this appointment and that his effective date be Septemeber 16, 2020.

A handwritten signature in black ink, appearing to read "David L. Sartirana".

David L. Sartirana
Fire Chief

David L. Sartirana
Fire Chief

Philip Bascetta
Assistant Fire Chief

Daniel Mathews
Deputy Fire Chief

Benjamin Ludwig
Deputy Fire Chief

BOARD OF SELECTMEN ACTION REQUEST

No.: 20-042

Date: September 8, 2020

Topic: New Business (D)- Refunds as Recommended by the Collector of Revenue (with attachments)

From: Robert Geiger, Town Manager

Background: The Town Collector of Revenue has recommended that the refunds described in the attached correspondence be authorized in accordance with Connecticut General Statutes Section 12-129.

Requested Action: The Board of Selectmen should authorize the Town Manager to approve the described refunds.

Fiscal Implications: The described refunds total \$13,099.99

Manager's Recommendation: I recommend that the Board of Selectmen authorize the refunds recommended by the Collector of Revenue.

Recommended Motion: *I move that the Board of Selectmen authorize the refunds recommended by the Collector of Revenue in the amount of \$13,099.99.*

Attachment:

Grand List 2019 Refunds



The attached list represents taxes that have been corrected by authority of the provision of Section 12-129 of the General Statutes, and by the Assessor or Public Works Director of the Town of Winchester. The taxes/water and/or sewer amounts shown below have been paid and requests received for refunds of the same.

LIST #/GL YR	TAX TYPE	TAXPAYER	AMOUNT OF REFUND/REASON
100389	2019 MV	THOMAS	\$44.71
		HONAN 82 HINSDALE AVE WINSTED, CT 06098	C OF C
140086	2019 MV	HEATHER JEANNE	\$164.41
		LANDI 64 MILLBROOK RD COLEBROOK, CT 06021	C OF C
140520	2019 MV	JENNIFER	\$99.62
		LOVETERE P O BOX 329 WINSTED, CT 06098	OVER PAYMENT
150757	2019 MV	CECILIA M	\$135.50
		MISURACA 33 CASE AVE WINSTED, CT 06098	C OF C
100299	2019 MV	JORDAN	\$749.05
		MOORE 109 W WAKEFIELD BLVD UNIT 2 WINSTED, CT 06098	C OF C
160004	2019 MV	FAHAD	\$64.76
		NAFIS 111 TORRINGFORD ST APT 2 WINSTED, CT 06098	C OF C
200108	2019 MV	DANIEL	\$131.98
		REEVE P O BOX 36 WINCHESTER CENTER, CT 06094	C OF C
210979	2019 MV	SYED MAJID	\$262.62
		SAEED 10 WINDWOOD DR WINDSOR LOCKS, CT 06096	C OF C
210520	2019 MV	LOGAN	\$73.12
		SMITH 243 WALLENS HILL RD WINSTED, CT 06098	C OF C
	MV	TOTAL REFUNDS BY TYPE	\$1,725.77
9527	2019 RE	NANCY LEE	\$3,082.32
		SPRING 111 RIVERTON RD UNIT 61 WINSTED, CT 06098	OVER PAYMENT
	RE	TOTAL REFUNDS BY TYPE	\$3,082.32

It is recommended that refunds in the amount as stated above be made to the taxpayers listed, in accordance with the provisions of said General Statutes, Section 12-129.

8/26/2020

Date of Report

Halaree Monnerat, Collector of Revenue

APPROVED FOR PAYMENT:

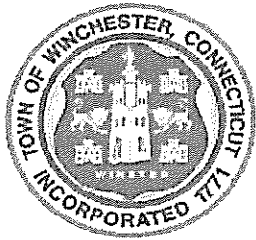
DATED: _____

Town Manager

I have received from Town Accountant the above checks to cover the refunds as stated above

Collector of Revenue

Date: _____



The attached list represents taxes that have been corrected by authority of the provision of Section 12-129 of the General Statutes, and by the Assessor or Public Works Director of the Town of Winchester. The taxes/water and/or sewer amounts shown below have been paid and requests received for refunds of the same.

LIST #/GL YR	TAX TYPE	TAXPAYER	AMOUNT OF REFUND/REASON	
NUMBER OF REFUNDS	10	TOTAL REFUNDS	\$4,808.09	

It is recommended that refunds in the amount as stated above be made to the taxpayers listed, in accordance with the provisions of said General Statutes, Section 12-129.

8/26/2020

Date of Report

Halaree Monnerat, Collector of Revenue

APPROVED FOR PAYMENT:

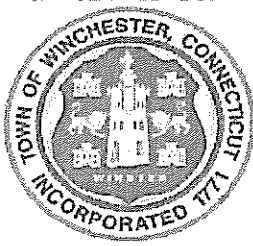
DATED: _____

Town Manager

I have received from Town Accountant the above checks to cover the refunds as stated above.

Halaree Monnerat
Collector of Revenue

Date: _____



The attached list represents taxes that have been corrected by authority of the provision of Section 12-129 of the General Statutes, and by the Assessor or Public Works Director of the Town of Winchester. The taxes/water and/or sewer amounts shown below have been paid and requests received for refunds of the same.

LIST #/GL YR	TAX TYPE	TAXPAYER	AMOUNT OF REFUND/REASON
100389	2019 MV	THOMAS	\$44.71
		HONAN 82 HINSDALE AVE WINSTED, CT 06098	C OF C
140086	2019 MV	HEATHER JEANNE	\$164.41
		LANDI 64 MILLBROOK RD COLEBROOK, CT 06021	C OF C
140520	2019 MV	JENNIFER	\$99.62
		LOVETERE P O BOX 329 WINSTED, CT 06098	OVER PAYMENT
150757	2019 MV	CECILIA M	\$135.50
		MISURACA 33 CASE AVE WINSTED, CT 06098	C OF C
100299	2019 MV	JORDAN	\$749.05
		MOORE 109 W WAKEFIELD BLVD UNIT 2 WINSTED, CT 06098	C OF C
160004	2019 MV	FAHAD	\$64.76
		NAFIS 111 TORRINGFORD ST APT 2 WINSTED, CT 06098	C OF C
180475	2019 MV	BARBARA	\$1,480.46
		POIROT 62 SPENCER ST WINSTED, CT 06098	C OF C
200108	2019 MV	DANIEL	\$131.98
		REEVE P O BOX 36 WINCHESTER CENTER, CT 06094	C OF C
210979	2019 MV	SYED MAJID	\$262.62
		SAEED 10 WINDWOOD DR WINDSOR LOCKS, CT 06096	C OF C
210520	2019 MV	LOGAN	\$73.12
		SMITH 243 WALLENS HILL RD WINSTED, CT 06098	C OF C
	MV	TOTAL REFUNDS BY TYPE	\$3,206.23

It is recommended that refunds in the amount as stated above be made to the taxpayers listed, in accordance with the provisions of said General Statutes, Section 12-129.

9/1/2020

Date of Report

Halaree Monnerat, Collector of Revenue

APPROVED FOR PAYMENT:

DATED: _____

Town Manager

I have received from Town Accountant the above checks to cover the refunds as stated above.

Date: _____

Collector of Revenue



The attached list represents taxes that have been corrected by authority of the provision of Section 12-129 of the General Statutes, and by the Assessor or Public Works Director of the Town of Winchester. The taxes/water and/or sewer amounts shown below have been paid and requests received for refunds of the same.

LIST #/GL YR	TAX TYPE	TAXPAYER	AMOUNT OF REFUND/REASON
9527	2019 RE SPRING	NANCY LEE 111 RIVERTON RD UNIT 61 WINSTED, CT 06098	\$3,082.32 OVER PAYMENT
4253	2019 RE TRAYSTMA N	ELLEN 237 BLACK ASH RD OAKDALE, CT 06370	\$2,003.35 OVER PAYMENT
	RE	TOTAL REFUNDS BY TYPE	\$5,085.67
NUMBER OF REFUNDS		12	TOTAL REFUNDS \$8,291.90

It is recommended that refunds in the amount as stated above be made to the taxpayers listed, in accordance with the provisions of said General Statutes, Section 12-129.

9/1/2020

Date of Report

Halaree Monnerat, Collector of Revenue

APPROVED FOR PAYMENT:

DATED:

Town Manager

I have received from Town Accountant the above checks to cover the refunds as stated above.

Date:

Collector of Revenue

BOARD OF SELECTMEN ACTION REQUEST

No.: 20-043

Date: September 8, 2020

Topic: New Business (E)- Request for Donation of Town-Owned Properties to Winchester Land Trust (with attachments)

From: Robert Geiger, Town Manager

Background: In the attached correspondence, Winchester Land Trust has requested the Town donate a 6.5-acre parcel of land currently owned by the Town to the Winchester Land Trust. This land-locked parcel was donated to the Town in 1972. Winchester Land Trust intends to designate this as protected open space as part of Houlihan Woods.

Requested Action: The Board of Selectmen should consider the donation of the property.

Manager's Recommendation: I recommend that the Board of Selectmen refer the donation of vacant property between Highview Drive and South Road (Map#43 Block #154 Lot#019X34) to the Town Attorney and the Planning and Zoning Commission for review and comment. Comments are due to the Board of Selectmen within thirty-five days.

Recommended Motion: *I move that the Board of Selectmen refer the donation of vacant property between Highview Drive and South Road (Map#43 Block #154 Lot#019X34) to the Town Attorney and the Planning and Zoning Commission for review and comment.*

Attachments:

- Correspondence, Winchester Land Trust to Town Manager (August 13, 2020)
- Steps for Sale of Town-Owned Property
- Assessor Field Card, Highview Drive
- Assessor Map
- Quit Claim Deed, Volume 148, Page 49



August
January 13, 2020

To: Town Manager, Robert Geiger and Board of Selectmen
From: Winchester Land Trust (WLT)
Re: Possible transfer of town-owned land to WLT

Owner: Town of Winchester
Map Block Lot: 043/154/019X34 6.5 acres

The Winchester Land Trust is requesting that the Town of Winchester transfer the ownership of a parcel of land (description follows) to the Land Trust. We believe this parcel is of no value or practical use to the town and that it would contribute to creating a contiguous wildlife corridor in the vicinity of South Road. We greatly appreciate your consideration of this proposal.

Description: The 6.5-acre lot near South Rd and Highview Drive was donated to the Town of Winchester in 1972, probably as an open space set-aside, when a large parcel was subdivided for the development of "Highview Estates".

The parcel is land-locked, wooded, partly wetland, and abuts WLT's "Houlihan Woods" property, acquired in 2018. Winchester Land Trust is anticipating the donation of a 2-acre wooded lot on South Rd that also abuts the town parcel. (See attached map). If the Town of Winchester parcel were donated to WLT, the Houlihan Woods acreage of permanently protected Open Space would increase from 118 acres to roughly 126-127 acres.

Thank you for your consideration.

Sincerely,

Jennifer Perga, President
(On behalf of the Winchester Land Trust board)

Attachments:

Town of Winchester property card
Deed
Map

STEPS FOR SALE OF TOWN-OWNED PROPERTY

1. Upon request to sell, lease, abandon or obtain an easement concerning Town-owned property, the Board of Selectmen reviews the request and determines if it is in the best interest of the Town.
2. If so, the Board of Selectmen refers the request to the Planning & Zoning Commission. In addition to the Planning and Zoning Commission, the Board of Selectmen may refer the proposed sale to any of the following agencies: Assessor, Inland Wetlands and Watercourses Agency, Department of Public Works, Winchester Land Trust, Chief of Police, Economic Development Commission, Winchester Housing Authority, Recreation Department, Community Planning and Development Office. Each Agency shall report back to the Board of Selectmen within thirty-five (35) days of the submission of the proposal. Failure of any agency to report back to the Board within thirty-five (35) days shall be taken as approval of the proposal. A disapproval of the proposal by an Agency shall contain the reasons therefore. The disapproval, however, shall not prevent the Board of Selectmen from continuing with the process to seek approval of the proposed sale.
3. After the agencies render their reports, or after the passage of thirty-five (35) days if no reports are submitted, the Board of Selectmen shall instruct the purchasing agent to place the sale of the property out to bid and shall notify in writing all abutting owners of the proposed sale. If an easement or abandonment, skip to Step 5.
4. In awarding the bid the Town may consider, in addition to price, the following: whether the bidder abuts the proposed parcel, whether the bidder will merge the proposed parcel to make it more conforming to Planning and Zoning Regulations, whether the bidder is current with all taxes and user fees due to the Town of Winchester, whether the proposed property and any other reasons the Board feels best promotes the well being of the Town, including long term use potential for the Town, the economic benefits or loss for the Town, the environmental value and the aesthetic value of the subject premises.
5. If the Board of Selectmen decides to accept the bid, it will schedule a Special Town Meeting to be held not less than thirty (30) days, nor more than forty-five (45) days to act on the proposal. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two (2) days, the first not more than fifteen (15) days or less than ten (10) days and the last not less than two (2) days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property land that is the subject of the public hearing.
6. At the Town Meeting, an affirmative vote of a majority of those electors attending the special town meeting shall be sufficient to approve the sale.
7. The buyer must take title to the property within forty-five (45) days of the vote of the Special Town Meeting unless granted an extension by the Board of Selectmen. Should the buyer not take title to the property within forty-five (45) days and the Board of Selectmen not grant an extension, then the Board may accept the next highest competent bidder or may re-bid the property as it deems in the Town's best interest. The buyer must pay all closing costs of the town, including but not limited to attorney's fees and broker commissions.

Location HIGHVIEW DR

Mblu 043/ 154/ 019X34/ 7

Acct# 000312

Owner WINCHESTER TOWN OF

Assessment \$9,100

Appraisal \$13,000

PID 5311

Building Count 1

Current Value

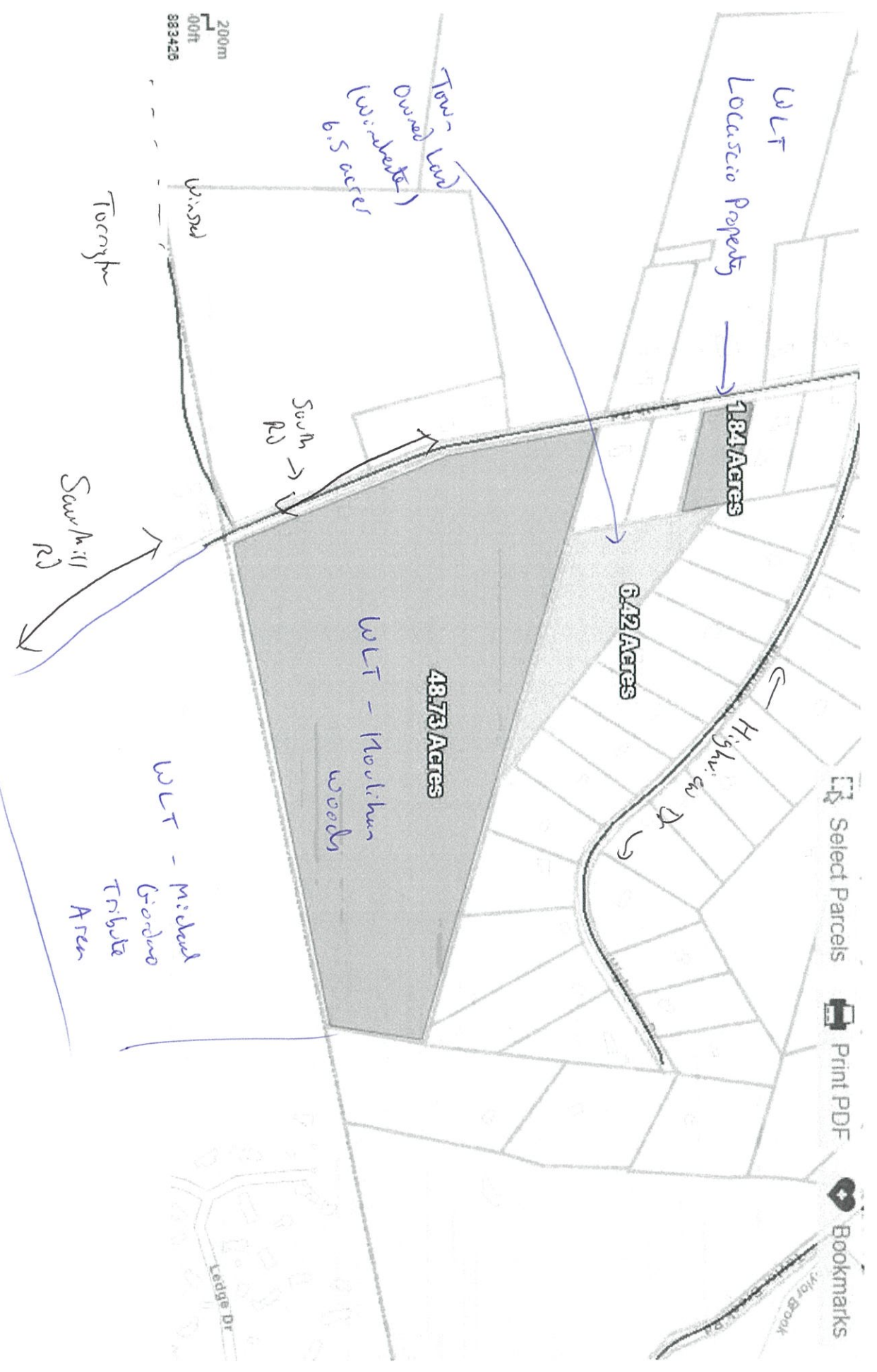
Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$0	\$13,000	\$13,000

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$0	\$9,100	\$9,100

Owner of Record

Owner WINCHESTER TOWN OF
Co-Owner

Sale Price \$0
Certificate
Book & Page 148/49
Sale Date 10-03/1972



200m
600ft
883426

Tom Owned Land
(W. Webster)
6.5 acres

WLT
Locascio Property

1.84 Acres

642 Acres

4873 Acres

WLT - Moulton
Woods

WLT - Michael
Gordon
Tribute
Area

W. 1st
Tocoyuk

South Rd

Saw Mill Rd

Highway Dr

Ledge Dr



On all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, FRANCIS P. NICHOLS, of the Town of Winchester,
County of Litchfield and State of Connecticut

for the consideration of a valuable sum in dollars (but less than \$100.00)

received to my full satisfaction of THE TOWN OF WINCHESTER, a municipal
corporation in said Litchfield County, Connecticut

do remise, release, and forever QUIT CLAIM unto the said TOWN OF WINCHESTER, its
successors

Knows and assigns forever, all the right, title, interest, claim and demand whatsoever as

I the said releasor have or ought to have in or to a certain
piece or parcel of land shown on a map entitled "Final Plan for
Section Two Highview Estates Owned by Francis P. Nichols, East Street,
Winchester, Connecticut Scale 1" = 100 feet January, 1967 Kratzert
& Jones, Civil Engineers and Land Surveyors, 176 North Main Street,
Southington, Conn. Revised 3-3-67" and more particularly bounded and
described as follows:

Beginning at a point marked by an iron pin, which pin is situated
S 72° 26' 03" E. 450.00 feet from the easterly line of a public high-
way known as East Road as shown on said map; thence N 09° 13' 58" W.
610.00 feet along the easterly line of Lots 7, 6 and a portion of the
easterly line of Lot 5 as shown on said map to a point marked by an
iron pin; thence S 50° 11' 29" E. 1,429.45 feet along the southwesterly
line of Lot 8, 9, 10, 11, 12, 13, 14, 15 and a portion of the south-
westerly line of Lot 16 as shown on said map to a point marked by an
iron pin; thence N 72° 36' 42" W. along the northerly line of land now
or formerly of John J. Houlihan, 655 feet to a point marked by an iron
pin; thence N 72° 26' 03" W. 393.75 feet to the point and place of
beginning.

The premises are generally triangular in shape and comprise 6.5
acres.

The purpose of this deed is to convey to the Town of Winchester
the aforesaid parcel of land for public use as designated on said map.

"No Conveyance Tax collected"

Russell G. DeBury
Town Clerk of Winchester"

Town owned land ↑↑
"for public use"

Q.F 20-244

Proposed amendment to Connecticut General Statutes Section 10-34 (Italicized words are added language)

C.G.S. §10-34 Approval by state board of incorporated or endowed high school or academy

The State Board of Education may examine any incorporated or endowed academy in this state and, if it appears such school or academy meets the requirements of the State Board of Education for approval of public high schools, said board may approve such school or academy under the provisions of this part, and any town in which a high school is not maintained shall pay the whole of tuition fees of pupils attending such school or academy, except if it is a school under ecclesiastical control. *Notwithstanding the provisions of C.G.S. §10-33 or any other section, in the event that the budget of an incorporated or endowed high school or academy is financed 80 percent or more by one public board of education, the tuition for said board of education's pupils shall be negotiated between the respective parties. If agreement cannot be reached then the issue shall be submitted to binding arbitration for final determination. The arbitration shall be conducted by a single arbitrator appointed by the State Department of Education. Arbitration must be concluded prior to March 15th of each year. Tuition for such incorporated or endowed academies shall be billed on a per pupil basis and based on the number of students enrolled from the sending Town as of October 1st of each school year.*

BOARD OF SELECTMEN ACTION REQUEST

No.: 20-045

Date: September 8, 2020

Topic: New Business (G)- Virtual Net Metering Credit Purchase and Sale Agreement
(with attachment)

From: Robert Geiger, Town Manager

Background: Lodestar Energy, LLC has submitted plans to the Connecticut Siting Council for a solar panel array off Pratt Street.

Carmody Torrance Sandak & Hennessey LLP was engaged by the Town to represent its interests before the Connecticut Siting Council. They have reviewed the proposed agreement and, after several discussions and revisions, we have arrived at this final contract.

Requested Action: The Board of Selectmen should consider the proposed Virtual Net Metering Credit Purchase and Sale Agreement with Lodestar Energy.

Fiscal Implications: See attached Saving Projection

Manager's Recommendation: I recommend that the Board of Selectmen approve the proposed Virtual Net Metering Credit Purchase and Sale Agreement with Lodestar Energy.

Recommended Motion: *I move that the Board of Selectmen approve the proposed Virtual Net Metering Credit Purchase and Sale Agreement with Lodestar Energy.*

Attachment:

Correspondence from J. Smith (September 4, 2020)
Solar Energy Saving Projections
Proposed Agreement

Robert Geiger

From: Jaime Smith <jsmith@lodestarenergy.com>
Sent: Friday, September 04, 2020 9:52 AM
To: Robert Geiger
Cc: Jeff Macel; Carrie Ortolano
Subject: Estimated Savings and Tax Agreement
Attachments: Savings Estimate 67% Platt Hill 9.4.20.pdf

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

We are excited to move forward with the Town of Winchester and appreciate your support.

Please find attached the estimated savings associated with buying discounted net metering credits from 2/3 of the Platt Hill solar project. This shows approximately \$50,000 per year and over \$1 million through the term.

As far as a tax agreement, virtual net metering solar projects are currently exempt from personal property, but we would propose mirroring the pricing in the recent bill that was proposed by Sen. Cathy Osten head of the Appropriations Committee which is \$5,000 per MW AC for personal property (Platt Hill is 2 MW AC) We would propose adding \$5,000 to that amount for real-estate. This would take the total value to \$15,000 per year. This is the same exact agreement that we made with the Town of Suffield (Melissa Mack) for their identical sized solar project.

Please reach out with any questions.

Thanks,
Jaime



~~~~~  
Jaime A. Smith  
Lodestar Energy  
(O) 203-677-0947  
(M) 703-883-7413  
~~~~~

SOLAR ENERGY SAVING PROJECTIONS FOR TOWN OF WINCHESTER - 67% PLATT HILL

TECHNOLOGY

System Size	2000	kWDC
Module	Best in class	
Inverters	Best in class	
Mounting	Ground Mounted	
Warranties	20 years (solar modules)	
Degradation	0.50%	per year

PRICING

Upfront Costs	None
Discount	15.0%
Type	Variable
Contract Term	20 years
Minimum Year 1-5	\$ 0.1050
Minimum Year 6-10	\$ 0.1100
Minimum Year 11-15	\$ 0.1150
Minimum Year 16-20	\$ 0.1200

ENERGY

Yield	1200	kwh/kwP
Production	2,400,000	kwh per year
Total Energy	2,932,912	Top 5 accounts
Percentage Solar	82%	

UTILITY & NMC RATE

Utility	Eversource
Rate 30 Gen*	\$ 0.0912
Rate 30 T&D	\$ 0.0759
Y1/Y2/Y3-20	80%/60%/40%
Est. Escalator	2.0%
NM Credit Cap**	\$ 0.15953

SAVINGS PROJECTIONS

Contract Year	kWh Produced	Generation Rate	T&D	Net Meter Credit Rate (Total)	Discounted NM Credit Rate Price	NM Credit Savings	Annual Benefit
1	2,400,000	\$ 0.0912	\$ 0.0607	\$ 0.1520	\$0.1292	\$ 0.0228	\$ 54,702
2	2,388,000	\$ 0.0931	\$ 0.0465	\$ 0.1395	\$0.1186	\$ 0.0209	\$ 49,971
3	2,376,060	\$ 0.0949	\$ 0.0316	\$ 0.1265	\$0.1075	\$ 0.0190	\$ 45,087
4	2,364,180	\$ 0.0968	\$ 0.0322	\$ 0.1290	\$0.1097	\$ 0.0194	\$ 45,758
5	2,352,359	\$ 0.0988	\$ 0.0329	\$ 0.1316	\$0.1119	\$ 0.0197	\$ 46,440
6	2,340,597	\$ 0.1007	\$ 0.0335	\$ 0.1342	\$0.1141	\$ 0.0201	\$ 47,132
7	2,328,894	\$ 0.1027	\$ 0.0342	\$ 0.1369	\$0.1164	\$ 0.0205	\$ 47,834
8	2,317,250	\$ 0.1048	\$ 0.0349	\$ 0.1397	\$0.1187	\$ 0.0210	\$ 48,547
9	2,305,663	\$ 0.1069	\$ 0.0356	\$ 0.1425	\$0.1211	\$ 0.0214	\$ 49,270
10	2,294,135	\$ 0.1090	\$ 0.0363	\$ 0.1453	\$0.1235	\$ 0.0218	\$ 50,005
11	2,282,664	\$ 0.1112	\$ 0.0370	\$ 0.1482	\$0.1260	\$ 0.0222	\$ 50,750
12	2,271,251	\$ 0.1134	\$ 0.0377	\$ 0.1512	\$0.1285	\$ 0.0227	\$ 51,506
13	2,259,895	\$ 0.1157	\$ 0.0385	\$ 0.1542	\$0.1311	\$ 0.0231	\$ 52,273
14	2,248,595	\$ 0.1180	\$ 0.0393	\$ 0.1573	\$0.1337	\$ 0.0236	\$ 53,052
15	2,237,352	\$ 0.1204	\$ 0.0401	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 53,539
16	2,226,166	\$ 0.1228	\$ 0.0409	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 53,271
17	2,215,035	\$ 0.1252	\$ 0.0417	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 53,005
18	2,203,960	\$ 0.1277	\$ 0.0425	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 52,740
19	2,192,940	\$ 0.1303	\$ 0.0434	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 52,476
20	2,181,975	\$ 0.1329	\$ 0.0442	\$ 0.1595	\$0.1356	\$ 0.0239	\$ 52,214
Total							\$ 1,009,571

* Based on R30 Gen rate blended over the past 36 months - \$0.08644, \$0.07421, \$0.09604, \$0.08796, \$0.10851, \$0.09422

** Annual virtual net metering credits (VNMC) will be calculated at the time of the application and this will be the maximum annual amount.

Virtual Net Metering Credit Purchase and Sale Agreement

This Virtual Net Metering Credit Purchase and Sale Agreement (the “*Agreement*”) is made and entered into as of _____, 2020 (the “*Effective Date*”), by and between LSE Pictor LLC, a Connecticut limited liability company, for itself and any and all assignees permitted hereunder (“*Seller*”), and the Town of Winchester, a Connecticut municipality (“*Buyer*”). Seller and Buyer may be referred to herein collectively as the “*Parties*,” and individually as a “*Party*.”

Recitals

A. Seller plans to construct at the Property a solar photovoltaic generation facility with a generating capacity of approximately 1.99 MW AC (the “*Facility*”) at 460 Platt Hill Road, Winchester, CT;

B. Pursuant to a Virtual Net Metering Service Agreement (the “*VNM Agreement*”) between the EDC and Maplewood Farm as Customer Host, the Facility has been accepted into the EDC Virtual Net Metering Program (the “*VNM Program*”), with certain of Buyer’s accounts designated as Beneficial Accounts under the VNM Program, as further set forth in the VNM Agreement, attached hereto as Exhibit C; and

C. Seller will deliver to the EDC 100% of all the Net Electricity generated by the Facility during the Term and Buyer will receive 67% of the Virtual Net Metering Credits associated with such Net Electricity and pay Seller for the Virtual Net Metering Credits it receives in accordance with the terms set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party agrees as follows:

ARTICLE 1 DEFINED TERMS; EXHIBITS

Capitalized terms within this Agreement shall have the meanings set forth in the Glossary of Terms attached hereto. Exhibits to this Agreement are as follows, and are attached hereto and incorporated herein:

- Glossary of Terms
- Exhibit A: Buyer’s Beneficial Account(s) Information
- Exhibit B: Price
- Exhibit C: VNM Agreement

ARTICLE 2
TERM; EARLY TERMINATION; CONDITIONS PRECEDENT

2.1 Term. The term of this Agreement shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Outside Commercial Operation Date (the “*Term*”).

2.2 Early Termination. This Agreement may be terminated prior to the Term expiration (the date of any such early termination, the “*Early Termination Date*”):

(a) by Seller, prior to installing the Facility’s first solar module, upon notice to Buyer, if Seller, in its sole discretion, determines it should abandon developing the Facility;

(b) by Seller, prior to the Commercial Operation Date, upon 30 days’ prior written notice to Buyer, if any of the conditions precedent set forth in Section 2.3 have not been satisfied;

(c) by Buyer, if (i) the Construction Commencement Date has not occurred on or before the Outside Construction Commencement Date; or (ii) the Commercial Operation Date has not occurred on or before the Outside Commercial Operation Date; or

(d) by either Party in accordance with Section 8.2 (regarding Force Majeure).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations arising prior to the Early Termination Date and due to the other Party and the Parties shall have no further obligations or liabilities hereunder except those which expressly survive expiration or termination of this Agreement in accordance with the terms hereof.

2.3 Conditions Precedent. Seller’s obligation to provide Net Electricity to the Delivery Point and to allocate Buyer’s VNM Credits to Buyer, or to otherwise further perform under this Agreement, is subject to the timely fulfillment of each of the following conditions precedent on or prior to the Commercial Operation Date:

- (a) Seller shall have obtained:
1. all permits and approvals required to construct and operate the Facility;
 2. written approval from the EDC of the Facility as a Virtual Net Metering Facility pursuant to the VNM Act;
 3. other assurances, to the satisfaction of Seller, from Governmental Authorities, including but not limited to PURA, regarding the eligibility of the transactions contemplated in this Agreement under the VNM Act, consistent with the provisions of this Agreement; and
 4. financing for the Facility on terms reasonably acceptable to Seller.

(b) Buyer shall have confirmed that Buyer's Beneficial Accounts designated in Exhibit A attached hereto are accurate as of the Commercial Operation Date or provided a written designation of Buyer's Beneficial Accounts as of the Commercial Operation Date;

(c) Buyer shall have provided a completed copy of the authorized representative form attached as Exhibit D hereto;

(d) Seller shall have ensured that the Facility shall have been interconnected with the EDC System according to the requirements of the interconnection service agreement between Seller and The Connecticut Light and Power Company (doing business as Eversource) (the "*Interconnection Service Agreement*"), the VNM Act, and Applicable Legal Requirements;

(e) the Facility shall have achieved Commercial Operation;

(f) as of the Commercial Operation Date, no Event of Default or any event which, with the giving of notice or the lapse of time or both, would become an Event of Default shall have occurred and be continuing, and (i) Seller shall have received a certificate of a Buyer senior official to such effect and (ii) Buyer shall have received a certificate of a Seller senior official to such effect;

(g) there exist no site conditions (including environmental conditions) at the Property or construction requirements that are known or could have been reasonably known by Seller as of the Commercial Operation Date and that could reasonably be expected to materially increase the cost of developing, constructing, installing, operating, maintaining and/or removing the Facility as designed or would adversely affect the electricity production from the Facility as designed; and

(h) Seller has determined that there are no easements, covenants, conditions, restrictions, or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the Facility.

ARTICLE 3 FACILITY DEVELOPMENT

3.1 Notice of Commercial Operation. Seller shall promptly notify Buyer in writing of the Facility's Commercial Operation Date.

3.2 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Facility to the EDC System, including but not limited to fees associated with EDC System upgrades and operation and maintenance carrying charges. In no event will Buyer be responsible for any such interconnection costs.

3.3 Cooperation Regarding Authorizations. Seller, at its sole cost and expense, will manage applications for all permits, approvals, registrations and other related matters with the EDC and any Governmental Authority, and, to the extent relevant, will do so on Buyer's behalf, in each case with Buyer's prior written consent, not to be unreasonably withheld, conditioned or delayed. Buyer shall use commercial best efforts, with information on hand, to cooperate with Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, executing and delivering all documentation reasonably required from Buyer relating thereto; provided, that Buyer shall not be required to incur any costs, fees or expenses in connection with the foregoing. If and as reasonably necessary under Applicable Legal Requirements, Buyer agrees to execute such authorizations as may be reasonably required for Seller to act on Buyer's behalf for purposes of allocating Buyer's VNM Credits to Buyer's Beneficial Accounts. Notwithstanding any other provision in this Agreement, the Parties expressly agree that (a) Buyer is not expected, and shall not be required, to incur costs in connection with performance of its obligations under this Section 3.3 and (b) any requirement that Buyer execute documents subsequent to the execution of the Agreement shall not require Buyer to execute any documents which Buyer reasonably believes will increase Buyer's risk or decrease Buyer's benefit under this Agreement.

ARTICLE 4 ALLOCATION AND DESIGNATION OF CREDITS; DELIVERY; GOVERNMENTAL CHARGES

4.1 Acceptance of Credits. Seller agrees to sell to Buyer, and Buyer agrees to have allocated or designated to Buyer's Beneficial Accounts, the right, title and interest in and to 67% of the Virtual Net Metering Credits associated with the Net Electricity free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description, with the understanding that Buyer's payment obligations are expressly limited to paying for Buyer's VNM Credits received by Buyer. Seller acknowledges that, pursuant to the terms and conditions of the VNM Program as administered by the EDC, in the event that Buyer does not utilize all available Virtual Net Metering Credits in any given Billing Cycle, the EDC will carryforward any unused Virtual Net Metering Credits and apply such unused Virtual Net Metering Credits to future Billing Cycles. Buyer and Seller further acknowledge that the administration and carrying forward of Virtual Net Metering Credits is subject to the rules and procedures of the VNM Program and may be changed in the future.

4.2 Price for Virtual Net Metering Credits.

(a) Price. During the Term, the price for each Virtual Net Metering Credit to be paid by Buyer to Seller shall be calculated according to Exhibit B (the "**Price**").

4.3. Virtual Net Metering Credits Delivery.

(a) To deliver Buyer's VNM Credits to Buyer, Seller shall make available and deliver to the Delivery Point all Net Electricity generated by the Facility. Seller shall not change, nor permit the Customer Host to change, the allocation of Virtual Net Metering Credits to Buyer's Beneficial Accounts without Buyer's prior written approval, which

approval Buyer may withhold in its sole discretion. Buyer shall have the right not more than twice per calendar year during the Term to request that Seller change, or cause to be changed, Buyer's list of Beneficial Accounts, so long as the total Quantity purchased hereunder does not change and the total number of Beneficial Accounts does not exceed eight (8). Seller shall use best efforts to effectuate any such requested change, and Buyer shall cooperate with Seller to provide information as may be requested by the EDC to qualify the Beneficial Accounts under the VNM Program.

(b) Seller shall not allocate any Virtual Net Metering Credits associated with the Facility to any party other than Buyer without Buyer's prior written approval, which approval Buyer may withhold in its sole discretion, unless there is an Event of Default by Buyer under Section 10.1(a), in which case no Buyer approval is required.

4.4 Title and Risk of Loss of Electricity. Seller shall have no title to or risk of loss of the electricity once such electricity reaches the Delivery Point.

4.5 Invoicing and Payment. Within thirty (30) days following the first day of each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the "**Invoice**") for the quantity of Buyer's VNM Credits delivered to the Delivery Point during the prior Billing Cycle at the Price; provided that Buyer's payment obligations are expressly limited to payment for Buyer's VNM Credits received by Buyer. Buyer will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within forty-five (45) days following Buyer's receipt of each such Invoice, subject to Section 4.6 below. Any amounts not paid by the due date, other than amounts subject to dispute pursuant to Section 4.6 below, will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date but excluding the date the delinquent amount is paid in full.

4.6 Invoice Disputes.

(a) If Buyer objects to all or a portion of an invoice, Buyer shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized, written statement of its objections setting forth in reasonable detail the basis for its objections (a "**Dispute Notice**"). If Buyer does not object prior to the date payment of any invoice is due, Buyer shall be obligated to pay the full amount of such invoices but Buyer may subsequently object to such invoice and, if such objection proves to be correct pursuant to Section 4.6(b) or 4.6(c), receive a refund of the disputed amount; provided, however, that Buyer may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 4.6, survive the expiration or termination of this Agreement.

(b) In the event of a good faith dispute between the Parties regarding any amount payable by Buyer stated in any Invoice issued in accordance with this Agreement, the Buyer may seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Section 4.6(c). Upon resolution of the dispute, any

required credit or additional payment shall be made within thirty (30) calendar days of such resolution with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Upon either Party's reasonable request with respect to a good faith dispute between the Parties regarding any amount payable by Buyer or credit required to be issued by Seller, the other Party shall, within ten (10) calendar days of such request, provide the requesting Party with any additional information necessary to permit the requesting Party to verify or contest computation of such payment or credit.

(c) Any dispute that arises with respect to an Invoice shall in the first instance be the subject of informal negotiations between the authorized representatives of each Party, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when Buyer sends Seller a Dispute Notice. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, either Party may seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Section 13.2.

4.7 Governmental Charges.

(a) Seller is responsible for local, state and federal income taxes attributable to Seller for income received under this Agreement.

(b) Seller is responsible for any taxes or other Governmental Charges attributable to its ownership of the Facilities.

(c) Seller is responsible for any Governmental Charges attributable to the sale of Net Electricity or Virtual Net Metering Credits to Buyer, irrespective of whether imposed before, upon or after the delivery of Net Electricity to the EDC at the Delivery Point.

(d) Each Party shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges applicable to such Party. In the event any of the sales of Net Electricity or Virtual Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all reasonably necessary documentation to evidence such exemption or exclusion.

4.8 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.

ARTICLE 5
TITLE TO ENVIRONMENTAL ATTRIBUTES, TAX ATTRIBUTES AND CAPACITY

5.1 Title. Other than the Virtual Net Metering Credits (if any) allocated to the Buyer or designated to its Beneficial Accounts consistent with the terms of this Agreement and pursuant to the VNM Act, as between the Parties, all Environmental Attributes, Tax Attributes and any rights or credits relating to the Facility's generating capacity shall remain Seller's property and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request, use commercially reasonable efforts to take actions reasonably necessary from time to time for Seller to claim the benefits of all Environmental Attributes and capacity rights or credits other than such Virtual Net Metering Credits.

ARTICLE 6
METERS; EDC CUSTOMER REQUIREMENTS

6.1 Meters; EDC Customer Requirements. Seller shall arrange for the EDC to furnish and install the EDC Meter at the Facility. Seller shall be responsible for arranging compliance with any EDC customer requirements, including any requirements relating to EDC access to the EDC Meter. With prior approval of the EDC, Seller may install, own, operate, and maintain meters for Seller's own monitoring of the Facility.

6.2 EDC Meter Accuracy and Adjustments. Upon Buyer's reasonable request, Seller shall request that the EDC test the EDC Meter's accuracy. In the event the EDC tests the EDC Meter and inaccuracies are identified, any adjustments shall be done in accordance with the EDC tariffs and Interconnection Service Agreement and the terms of this Agreement.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any material contracts to which it is a party or any applicable Laws;

(b) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all persons required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

(f) to such Party's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting such Party or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or such Party's ability to carry out its obligations under this Agreement;

(g) to such Party's knowledge, none of the documents or other written or other information furnished by or on behalf of such Party to the other Party or its agents pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

and

(h) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties

(a) Buyer. In addition, and without limiting any other provision herein, Buyer represents and warrants to Seller:

(i) Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage and costs with respect to Buyer's allocation or designation of Virtual Net Metering Credits to Buyer's Beneficial Accounts; and

(ii) the Buyer's designated Beneficial Accounts serve a Municipality and means any Connecticut town, city or borough, consolidated town and city or consolidated town and borough(s) and, for purposes of Connecticut General Statutes § 16-244u(a)(1), shall also include any school district of any such municipality.

(b) Seller. In addition, and without limiting any other provision herein, Seller represents and warrants to Buyer:

(i) the Facility qualifies as a "Agricultural Virtual Net Metering Facility" under the VNM Act.

7.3 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor. The Parties intend this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

7.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

7.5 Covenants.

(a) Virtual Net Metering and Incentive Matters.

(i) Virtual Net Metering Service Application. Seller has prepared and submitted the applicable VNM Program applications and has entered into the VNM Agreement with the EDC with respect to the Facility. Seller shall prepare and provide any further documentation required by the EDC for participation by the Facility and Buyer's Beneficial Accounts in the VNM Program, and Buyer shall use commercially reasonable efforts to cooperate fully and promptly with Seller's preparation of such documents.

(ii) Cooperation on Assurance of Virtual Net Metering Eligibility. Buyer shall execute any document reasonably requested by Seller and prepared by Seller to allow Seller to avail itself of any assurance for the Parties' initial and ongoing eligibility for the VNM Program, producing, allocating and designating any and all Virtual Net Metering Credits, the transactions contemplated under this Agreement, and compliance with any statutory or regulatory guidelines that have been or may be enacted or

promulgated in furtherance thereof, including but not limited to the VNM Act (“*Qualification Information*”).

(iii) Allocation of Virtual Net Metering Credits. At Seller’s reasonable request, Buyer shall promptly take any action and execute any documents reasonably necessary to facilitate allocating and designating the Buyer’s VNM Credits (if any) to Buyer or its Beneficial Accounts, as applicable.

(iv) Consolidated Billing of Electricity Charges. To the extent allowable, in order to facilitate Buyer’s ability to use Virtual Net Metering Credits allocated to the Buyer or designated to its Beneficial Accounts, Buyer shall arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its EDC invoices.

(b) No Resale of Electricity. To the extent this Agreement may be deemed to constitute an agreement for the purchase of electricity, such electricity shall not be resold, assigned or otherwise transferred to any other Person (other than to the EDC pursuant to the VNM Act) without prior approval of Seller in its sole discretion, not to be unreasonably withheld.

(c) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

(d) No Action to Affect Eligibility for Credits. Neither Party shall knowingly commit or allow any act or omission that may affect or limit the Parties’ eligibility regarding Virtual Net Metering Credits under the VNM Act or as contemplated in this Agreement.

(e) No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Property or the Facility in any manner, unless and to the extent authorized by or through Seller in Seller’s sole discretion, not to be unreasonably withheld.

ARTICLE 8 FORCE MAJEURE

8.1 Performance Excused by Force Majeure. Except as specifically provided herein, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure event; provided that the Party claiming relief as a result of the Force Majeure event shall (i) notify the other Party in writing of the existence and details of the Force Majeure event within two (2) weeks after the occurrence of such Force Majeure event; (ii) promptly exercise all reasonable efforts to minimize delay caused by such Force Majeure event and remedy the cause or causes preventing it from carrying out its obligations under this

Agreement; (iii) notify the other Party in writing of the cessation of such Force Majeure event within two (2) weeks after the cessation of such Force Majeure event; and (iv) resume performance of its obligations hereunder as soon as such Force Majeure event is no longer continuing; provided, further, that (A) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event and (B) no obligations of the Party claiming relief as a result of the Force Majeure event which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence.

8.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents the performance of Seller of all or substantially all of its delivery obligations under this Agreement, or the performance of Buyer of all or substantially all of its obligations under this Agreement, for a period of twelve (12) consecutive calendar months or longer, either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon (i) neither Party will have the right to collect damages from the other Party, (ii) Buyer shall have no further obligation to purchase Virtual Net Metering Credits or to make any payment whatsoever under this Agreement, except for payments for Buyer's Virtual Net Metering Credits delivered to Buyer prior to the Termination Date, (iii) Seller shall have no further obligation to deliver Buyer's Virtual Net Metering Credits or to make any payment whatsoever under this Agreement, except for payments for obligations incurred prior to the Termination Date and (iv) the Parties shall have no further obligations hereunder except those which by their terms are expressly stated to survive expiration or termination of this Agreement.

ARTICLE 9 EVENTS OF DEFAULT; REMEDIES; NON-APPROPRIATION

9.1 Events of Default. An "*Event of Default*" means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within thirty (30) days after receipt of notice of such failure;

(b) such Party's failure to comply with any other material provision of this Agreement, including, but not limited to, Section 15.2, if such failure is not remedied within sixty (60) days after notice and demand by the other Party to cure the same ("*Demand to Cure*") or, in the event such Event of Default is not capable of being cured within such sixty (60) day period, within one hundred twenty (120) days after the non-defaulting Party sent the defaulting Party the Demand to Cure, provided that the defaulting Party diligently continues to attempt to cure such failure until it is fully cured;

(c) any representation or warranty by such Party herein is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of notice from the other Party identifying the defect;

(d) fraud or intentional misrepresentation by such Party with respect to any of the covenants or agreements of this Agreement;

(e) for any reason other than an event of Force Majeure, Seller's failure to provide Virtual Net Metering Credits to Buyer for one hundred twenty (120) consecutive days in any three hundred sixty-five (365) day period commencing on the Commercial Operation Date and prior to expiration of this Agreement;

or

(f) such Party becomes Bankrupt.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party, without limiting any rights or remedies available to it under this Agreement or applicable law, shall have the right to (i) terminate this Agreement, upon thirty (30) days' notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law or in equity to the other Party, including seeking recovery of damages as described below.

In the event this Agreement is terminated as a result of an Event of Default of Buyer, Seller's damages ("*Seller's Default Damages*") shall be limited to lost revenues solely and directly resulting from any failure by Buyer to purchase Virtual Net Metering Credits from Seller hereunder in accordance with the terms hereof; provided, that Seller's Default Damages shall not exceed the applicable amount set forth in Schedule A attached hereto and shall constitute Seller's sole and exclusive remedy for monetary damages on account of Buyer's Event of Default as of the Termination Date; provided, further, that Seller shall use commercially reasonable efforts to enter into one or more Replacement Agreements to mitigate Seller's Default Damages, and in the event Seller is able to procure Replacement Agreement(s), Seller's Default Damages shall be reduced by an amount equal to the mitigation that was achieved (after factoring in the cost of such mitigation effort). If Buyer is a Defaulting Party and Seller is a non-defaulting Party, Seller may sell Net Electricity and associated Virtual Net Metering Credits produced by the Facility to persons other than Buyer.

In the event this Agreement is terminated as a result of an Event of Default of Seller, (i) Buyer's damages will include reimbursement of documented expenses (including consultants, experts and attorneys' fees); provided, that such damages shall not exceed Twenty Thousand Dollars (\$20,000.00), and (ii) Buyer shall have no further obligation to purchase Virtual Net Metering Credits or to make any payment whatsoever under this Agreement, except for payments for Buyer's Virtual Net Metering Credits delivered to Buyer prior to the Termination Date. Each Party has a duty, under law, to mitigate damages that it may incur as a result of the defaulting Party's non-performance under this Agreement.

9.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in

equity, except as expressly set forth herein. The pursuit of any particular remedy shall not act to preclude the pursuit of any other remedy at the same time or subsequently.

9.4 Unpaid Obligations. The non-defaulting Party shall have no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations that arose prior to the Termination Date and remain outstanding after any such exercise of rights or remedies.

ARTICLE 10 CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

10.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's Event of Default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the Termination Date and the Parties shall have no further obligations hereunder except those which by their terms expressly survive expiration or termination of this Agreement.

10.2 EDC and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Buyer shall use commercially reasonable efforts to take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to facilitate amending the VNM Agreement and any other agreements with or notices to other parties, including but not limited to the EDC, so as to terminate as soon as practicable the allocation of Virtual Net Metering Credits to the Buyer or any of Buyer's designated Beneficial Accounts, and as may be necessary or requested by Seller for Seller to enter into an agreement with a substitute buyer with qualifying Beneficial Accounts, and Seller or its designee shall have the right to substitute such other accounts as Beneficial Accounts under the VNM Agreement as may be permitted under the VNM Act. To the extent the EDC and/or VNM Act do not permit termination or reallocation of some or all Virtual Net Metering Credits (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, Buyer's purchase and payment obligations hereunder shall survive with respect to Virtual Net Metering Credits received by Buyer prior to the Termination Date.

ARTICLE 11 INDEMNIFICATION

11.1 Indemnity. Seller agrees, at its sole cost and expense, does hereby unconditionally and irrevocably agree to indemnify, defend, release and hold Buyer harmless from and against any and all claims, demands, damages (whether direct or consequential), obligations, judgments, actions, cause of actions, proceedings, injunctions, suits, disbursements, fines, suits, losses, penalties, deficiencies, settlements, interest, awards, costs, expenses or liabilities (including consultants', experts', attorneys' fees and related expenses) ("**Losses**") (a)

arising out of or from the transactions contemplated hereunder or any environmental condition or impact at, on, under or from the Property relating to the Facility, either directly or indirectly, including, without limitation, Losses relating to: (i) any violation or alleged violation of or noncompliance with any federal, state or local environmental law, regulation, guidance or policy; (ii) the presence of contamination or hazardous materials or substances (including the offsite migration of such); (iii) any claims by any governmental authority, including fines and penalties; and (iv) any claims for personal injury, property damage or injunctive relief and (b) arising out of any third-party claim alleging (i) breach or non-fulfillment of any representation, warranty, or covenant set forth in this Agreement by Seller or its personnel; (ii) any negligent or more culpable act or omission (including any reckless or willful misconduct) by Seller or its personnel in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Seller or its personnel (including any reckless or willful misconduct); or (iv) any failure by Seller to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

11.2 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement without limitation of time.

ARTICLE 12 LIMITATIONS

12.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Financing Parties) and that neither Party shall be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, neither Party will be responsible to the other for any consequential, punitive or other similar damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 12.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

ARTICLE 13 GOVERNING LAW; DISPUTE RESOLUTION

13.1 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Connecticut, without regard to its rules regarding choice of laws.

13.2 Dispute Resolution. The Parties agree that the courts of the State of Connecticut and the federal courts sitting therein shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Legal Requirements. Each Party waives to the fullest extent permitted by Applicable Legal Requirements any objection it

may have to the laying of venue of any action or proceeding under this Agreement in any courts described in this Section 13.2.

ARTICLE 14 ASSIGNMENT; BINDING EFFECT

14.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld, conditioned, or delayed.

14.2 Permitted and Required Assignments by Seller.

(a) Notwithstanding anything to the contrary herein, this Agreement and Seller's rights hereunder may be assigned by Seller to:

- i. a Seller Affiliate, or
- ii. any entity as security for or in connection with a financing or other financial arrangement related to the Facility, as set forth in Article 15;

provided, however, that an assignment to an entity described above shall only be permitted upon a showing in writing that the proposed assignee has the technical and financial capability to fulfill the obligations of Seller under this Agreement and has a net worth of that equal or greater to Seller's at the time of such assignment.

(b) Notwithstanding anything to the contrary herein, this Agreement and Seller's rights and obligations hereunder shall be assigned by Seller to, and shall be assumed by:

- i. the purchaser of all or substantially all of Seller's assets, or
- ii. an entity that acquires ownership of the Facility or, prior to the Facility's construction, the development rights thereto;

and Seller shall provide a showing in writing that the assignee has the technical and financial capability to fulfill the obligations of Seller under this Agreement and has a net worth of that equal or greater to Seller's at the time of such assignment.

(c) Seller shall notify Buyer in writing at least thirty (30) days in advance of any such assignment pursuant to Section 14.2, together with the name and address of the proposed assignee, and, where applicable, documentation establishing the assignee's technical and financial capability and that the assignee will, as of the effective date of such assignment, have assumed all or a portion of Seller's rights and obligations under this Agreement.

(d) Subject to Buyer's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, this Agreement and Seller's rights

hereunder may be assigned by Seller to any Person who assumes all of Seller's rights and obligations hereunder, provided the effectiveness of any such assignment shall be conditioned on the absence of an Event of Default with respect to Seller. It shall not be unreasonable for Buyer to refuse consent to an assignment for which Buyer's consent is required if, in Buyer's reasonable determination, the assignee's financial condition, creditworthiness, technical and financial capability are insufficient to permit the assignee to fulfill the obligations of Seller hereunder.

(e) Buyer shall promptly execute documents reasonably requested of Seller in acknowledging such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 14.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment.

14.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 15 FINANCING AND RELATED MATTERS

15.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 14, Buyer specifically agrees, without any further request for prior consent, that Seller may assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Facility, and, upon prior written request by Seller and at Seller's expense, execute a consent and agreement with respect to collateral assignment hereof in favor of the Financing Party in a form reasonably acceptable to Buyer in the exercise of its commercially reasonable discretion, provided that Buyer's duty to make factual statements or representations in such consent and agreement shall be contingent upon the truthfulness and accuracy of such statements or representations at the time the consent and agreement is delivered. Buyer acknowledges that the Financing Party may have other or further requests with respect to the assignment of the Agreement (such as requests for legal opinions or certificates from Buyer) and may request that certain terms be incorporated into a consent and agreement or assignment agreement to be executed by Buyer. Buyer, at Seller's expense, will consider any such requests and will cooperate and negotiate any such consent and agreement or assignment in good faith, provided that Buyer shall not be required to approve any obligation that would materially alter the risks and benefits conferred upon or undertaken by Buyer under this Agreement.

15.2 Financing Party Rights.

(a) Notice to Financing Party. Buyer agrees to give to any Financing Party of which Seller has provided written notice to Buyer in accordance with Article 17 copies of any notice provided to Seller by Buyer under Section 9.1 of this Agreement.

(b) Exercise of Seller Rights. Upon notice to Buyer that Seller is in default under any financing agreement of which Buyer has been notified in writing by Seller, Financing Party may make all demands, give all notices, take all actions and exercise all rights of Seller under this Agreement and Buyer agrees to accept any such exercise; provided, however, that, insofar as Financing Party exercises any of its rights under this Agreement or makes any claims with respect to payments or other obligations under this Agreement, the terms and conditions of this Agreement applicable to such exercise of rights or claims shall apply to Financing Party to the same extent as to Seller; provided, further, that Financing Party or its designee, as the case may be, assumes in writing all of Seller's obligations under this Agreement and notifies Buyer of such assumption. Buyer agrees not to cancel or terminate this Agreement except as permitted under this Agreement or by operation of applicable law.

(c) Seller acknowledges and agrees that Buyer is authorized to perform its obligations under this Agreement pursuant to Financing Party's exercise of Seller's rights in accordance herewith, and that Buyer shall bear no liability to Seller in connection therewith.

(d) Buyer agrees that, if Financing Party desires to exercise its rights and remedies pursuant to the financing documents with respect to the foreclosure (whether judicial or nonjudicial) or sale of Seller's collateral, including this Agreement, then Financing Party or any other purchaser, successor, assignee or designee of such collateral (as the case may be, in each case, a "*Subsequent Transferee*") shall be substituted for Seller under this Agreement and Buyer shall (i) recognize the Subsequent Transferee as its counterparty under this Agreement and (ii) continue to perform its obligations under this Agreement in favor of the Subsequent Transferee; provided, however, that such Subsequent Transferee has elected in writing to assume all of the Seller's rights and obligations (including the obligation to cure any then-existing payment defaults within the time permitted in this Agreement subject to Section 15.2(e) below) under this Agreement, and has the ability to perform under this Agreement.

(e) Upon an Event of Default or upon the occurrence or non-occurrence of any event or condition under which would immediately or with the passage of any applicable grace period or the giving of notice, or both, constitute an Event of Default, Buyer shall not cancel, suspend or terminate this Agreement or its performance thereunder until it first gives written notice to Financing Party (concurrently with the notice provided to Seller) and affords Financing Party (i) a period of thirty (30) days from the later to occur of (A) receipt of such notice and (B) the expiration of Seller's cure period under this Agreement, in each such case, to cure such Event of Default if such Event of Default is the failure to pay amounts to Buyer which are due and payable under this Agreement or (ii) with respect to any other Event of Default, a reasonable opportunity, but no fewer than ninety (90) days from the later to occur of (A) receipt of such notice and (B) the expiration of Seller's cure period under this Agreement, in each such case, to cure such non-payment Event of Default (provided that during such cure period Seller or Financing Party continues to perform each of Seller's other obligations under this Agreement). Notwithstanding anything to the contrary herein, if the Event of

Default is peculiar to Seller and not curable by Financing Party, such as the Seller becoming Bankrupt, then, notwithstanding any right that Buyer may have to terminate the this Agreement, Financing Party shall be entitled to assume the rights and obligations of Seller under this Agreement within the cure period provided in clause (ii) above, and provided such assumption has occurred within such period, Buyer shall not be entitled to terminate this Agreement as a result of such Event of Default. If possession of the Facility is necessary to cure such Event of Default, and the Financing Party commences foreclosure proceedings or any other proceedings necessary to take possession of the Facility, Financing Party or its successor(s), assignee(s) and/or designee(s) will be allowed a reasonable period to complete such proceedings; provided that, once commenced, Financing Party or its successor(s), assignee(s) and/or designee(s) shall pursue such proceedings with due dispatch. After taking possession of the Facility, Financing Party or its successor(s), assignee(s) and/or designee(s) shall commence curing such Event of Default within fifteen (15) days after having possession of the Facility and thereafter diligently pursue such cure to completion within ninety (90) days after obtaining possession of the Facility. If Financing Party or its successor(s), assignee(s) and/or designee(s) is prohibited by any court order or bankruptcy or insolvency proceedings of Seller from curing the Event of Default or from commencing or prosecuting such proceedings, the foregoing time periods shall be extended by the period of such prohibition.

(f) In the event that this Agreement is rejected or terminated as a result of any bankruptcy or insolvency proceeding, then Buyer shall, at the option of Financing Party exercised within sixty (60) days after such rejection or termination, enter into a new agreement with Financing Party having identical terms as this Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree, the “**Replacement Agreement**”), provided that the term under such Replacement Agreement shall be no longer than the remaining balance of the term specified in this Agreement. Financing Party shall have the right to assign all of its interest in the Replacement Agreement to any person or entity, provided such assignee assumes in writing all obligations of Financing Party under the Replacement Agreement. Upon such assignment Financing Party shall be released from any further liability thereunder to the extent of its interest under the Replacement Agreement.

(g) Buyer acknowledges and agrees that Financing Party (and any successor(s), assignee(s), designee(s) or other representative of Financing Party) shall not have any liability or obligation under this Agreement or be obligated or required to perform any of Seller’s obligations under this Agreement, unless such Person has elected to become a Subsequent Transferee or counterparty to a Replacement Agreement, in which case such Subsequent Transferee shall assume all of Seller’s rights and obligations under this Agreement, or, if such Person is a counterparty to a Replacement Agreement, shall cure any Events of Default for failure to pay amounts owed under this Agreement but shall not otherwise be required to perform or be subject to any defenses or offsets by reason of any of Seller’s other obligations under this Agreement that were unperformed at such time unless expressly agreed to in writing by such counterparty; provided, however, that the existence of any Replacement Agreement shall not release the Seller

from its liabilities under this Agreement or otherwise limit Buyer's right to seek damages or assert claims against the Seller. Notwithstanding anything to the contrary herein, the sole recourse of Buyer in seeking the enforcement of any obligations under this Agreement or the Replacement Agreement shall be to any such Subsequent Transferee's or Replacement Agreement counterparty's right, title and interest in the Facility.

(h) Third Party Beneficiary. Buyer agrees and acknowledges that each Financing Party is a third-party beneficiary of the provisions of this Article 15.

15.3 Cooperation Regarding Financing. Buyer shall reasonably cooperate with Seller and its Financing Parties in connection with any financing or refinancing of all or a portion of the Facility. In furtherance of the foregoing, as Seller or its Financing Parties request from time to time, Buyer agrees, at Seller's expense, to (i) execute any consents to assignment or acknowledgements in accordance with this Agreement, (ii) deliver such estoppel certificates and other similar agreements as an existing or prospective Financing Party may reasonably require, (iii) furnish such information as Seller and its financing parties may reasonably request and (iv) provide such opinions of counsel as may be reasonably requested by Seller and/or an existing or prospective Financing Party in connection with a financing, refinancing or sale of one or more of the Facility.

ARTICLE 16 CHANGE IN LAW

If a change in Law occurs, including without limitation, a change in the VNM Act, or the administration or interpretation thereof by PURA or the EDC (a "***Change in Law***"), which (a) materially restricts the ability of Seller to deliver Net Electricity generated by the Facility to the EDC or Buyer's ability to receive Virtual Net Metering Credits, or (b) otherwise materially impacts either Party's ability to perform its obligations under this Agreement, including changes in Law that result in a material increase in Seller's costs of constructing and installing, or continuing operation of, the Facility, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the economic benefits and burdens originally intended by the Parties. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a power purchase agreement. If the Parties are unable, despite good faith efforts, to agree on an amendment or restatement within thirty (30) days following the date of the notice of Change in Law, either Party may thereafter terminate this Agreement at any time and without penalty.

ARTICLE 17
NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to: LSE Pictor LLC
 c/o Lodestar Energy LLC
 Jeffrey J. Macel
 Lodestar Energy
 40 Tower Road, Suite 201
 Avon, CT 06001

with a copy to: LSE Pictor LLC
 c/o Lodestar Energy LLC
 Jaime A. Smith
 63 Colony Road
 Westport, CT 06880

if to Buyer to: Town of Winchester
 Attn: Town Manager
 Town of Winchester Town Hall
 338 Main Street
 Winsted, CT 06098

with a copy to: Town of Winchester
 Attn: Town Attorney
 Town of Winchester Town Hall
 338 Main Street
 Winsted, CT 06098

if to a Financing Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 17.

Notices hereunder shall be deemed properly served (i) by hand delivery to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement, upon receipt or rejection; or (iii) upon receipt or rejection if sent by overnight Federal Express or other reputable overnight express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any notice which is actually received on any day that is not a Business Day, or after 5:00 p.m. local time (at the location of the receiving Party) on a Business Day, shall be deemed given on the next Business Day. Any notice which is rejected shall be deemed effective immediately upon rejection, regardless of time or day. Any Party may change its address and contact person for the purposes of this Article 17 by giving notice thereof in the manner required herein.

ARTICLE 18 MISCELLANEOUS

18.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, subject to any survival periods expressly set forth herein, the provisions of Articles 5, 7, 9, 10, 11, 12, 13, 15, 17, and 18 shall survive the termination or expiration of this Agreement.

18.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties.

18.3 Expenses. Each Party shall pay their own expenses incurred by them in connection with negotiating and entering into this Agreement, including without limitation, all attorneys' fees and expenses.

18.4 Relationship of Parties. Nothing contained in this Agreement shall be deemed to make any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any similar relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

18.5 Waiver. No waiver by any Party of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

18.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

18.7 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the

benefits of such provision. If the Parties are unable to agree upon an amendment that restores such Party's benefits, the matter shall be resolved under Section 13.2 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

18.8 Joint Work Product. This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

18.9 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

18.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

18.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the Effective Date.

SELLER: LSE Pictor LLC

By: Lodestar Energy LLC, its manager

By: _____
Name: Jaime A. Smith
Title: Member and authorized signatory

BUYER: Town of Winchester

By: _____
Name: Robert Geiger
Title: Town Manager

Glossary of Terms

“Affiliate” means, with respect to any Person, such Person’s general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Applicable Legal Requirements” means any Laws which may at any time be applicable to this Agreement or the Facility, or any part, condition or use thereof, and all leases, permits and other governmental consents which are or may be required by law to use and occupy the Property for installing, operating, maintaining and removing the Facility, including but not limited to the VNM Act.

“Bankrupt” means, with respect to a Party: (i) a bankruptcy, receivership, winding-up, reorganization, liquidation or other insolvency proceeding is instituted against such Party and not dismissed, stayed or vacated within sixty (60) days thereafter; (ii) such Party has made a general assignment for the benefit of creditors, has become insolvent or unable (or admitted in writing that it has become unable) generally to pay its obligations as such obligations become due, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings; (iii) such Party is dissolved (other than pursuant to a consolidation, amalgamation or merger); (iv) such Party seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (v) such Party has a secured party (other than a Financing Party) take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (vi) such Party causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to such Party becoming Bankrupt or any of the events specified in clauses (i) to (v) inclusive; or (vii) such Party takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Beneficial Account” means an in-state retail end user of an electric distribution company designated by a customer host or an agricultural customer host in such electric distribution company’s service area to receive virtual net metering credits from a virtual net metering facility or an agricultural virtual net metering facility.

“Billing Cycle” means the monthly billing cycle established by the EDC.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Buyer” means the entity as set forth in the introductory paragraph of this Agreement.

“Buyer’s Beneficial Accounts” are those accounts designated as Beneficial Accounts in Exhibit A hereto or designated as Beneficial Accounts pursuant to Section 4.3. In no event shall

Buyer be entitled to more than eight (8) Beneficial Accounts unless such request is approved by Seller, in Seller's sole discretion.

"Buyer's VNM Credits" means 67% of the Virtual Net Metering Credits, up to the amount associated with total generation service requirements of all of Buyer's Beneficial Accounts in the applicable Billing Cycle.

"Commercial Operation" means the Facility is ready for regular, daily operation, has been interconnected to the EDC System, has been accepted by the EDC (to the extent required by Law), and is capable of producing electricity and delivering it to the Delivery Point.

"Commercial Operation Date" means the first day on which the Facility is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.1.

"Customer Host" means Maplewood Farm, the counterparty to the VNM Agreement attached hereto as Exhibit C.

"Delivery Point" is the EDC Meter on the Property.

"Early Termination Date" has the meaning set forth in Section 2.2.

"EDC" means the local electric distribution company which supplies electric service to the Property.

"EDC Meter" means the meter furnished, installed or monitored by the EDC on the Property for the purpose of measuring the electricity delivered by the EDC to the Customer Host and delivered by the Customer Host to the EDC.

"EDC System" means the electric distribution system operated and maintained by the EDC and available at the Facility.

"EDC Virtual Net Metering Rider" means The Connecticut Light and Power Company (now known as Eversource) Virtual Net Metering Rider, Effective December 22, 2014, as may be amended or superseded with PURA approval from time to time.

"Effective Date" is the date first set forth in the introductory paragraph of this Agreement.

"Environmental Attributes" means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the State of

Connecticut or any other jurisdiction, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation, but excluding any Tax Attribute.

“Event of Default” is defined in Article 9.

“Facility” is defined in the recitals.

“Financing Party” means any and all Persons or successors in interest thereof, directly or indirectly (i) lending money, (ii) extending credit, (iii) investing equity capital or (iv) providing Facility financing or other arrangements including tax equity investments for or in connection with any of the following: (a) construction, term or permanent Facility financing; (b) working capital or other ordinary Facility business requirements (including Facility maintenance, repair, replacement or improvement); (c) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Facility; or (d) the Facility purchase and the related rights. For avoidance of doubt, “Financing Party” shall include an equipment leasing party, if any, and any Person providing any of the foregoing categories of financing to an equipment leasing party with respect to the Facility.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of the Party claiming Force Majeure, and (ii) by the exercise of commercially reasonable efforts and due diligence, the Party claiming Force Majeure is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemics, terrorist acts, or rebellion; strikes or labor disputes (except strikes or labor disputes caused by employees of the affected Party or as a result of such Party’s failure to comply with a collective bargaining agreement); and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity (provided that a delay or other fault in obtaining or not obtaining any permit or approval required from any Governmental Authority to construct and operate the Facility caused by negligence or lack of diligence of the Party claiming Force Majeure shall not be an event of Force Majeure). A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Neither economic hardship of either Party nor Seller’s inability to sell Net Electricity at a price greater than the Price under this Agreement shall constitute an event of Force Majeure. Any nonpayment under this Agreement or any agreement between a Party and a third party shall not constitute an event of Force Majeure.

“Governmental Authority” means the United States of America, the State of Connecticut, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, or other similar entity, on or with respect to the electricity or this Agreement.

“Interest Rate” is the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law.

“Invoice” is defined in Section 4.5.

“kWh” means kilowatt-hour.

“Laws” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“Municipality” means any town, city or borough, consolidated town and city or consolidated town and borough.

“Net Electricity” means the actual and verifiable amount of electricity generated by the Facility and delivered to the Delivery Point in excess of any electricity consumed by the Customer Host, as metered in whole kilowatt-hours (kWh) at the EDC Meters, and that conforms to the applicable EDC and/or authoritative regulatory body standards and the EDC Virtual Net Metering Rider.

“Outside Commercial Operation Date” is April 1, 2021, except the Outside Commercial Operation Date may be extended by Seller, with written notice to Buyer, up to six (6) months to October 1, 2021, in accordance with the terms of the EDC Virtual Net Metering Rider and with approval by the EDC.

“Outside Construction Commencement Date” is six (6) months following execution of this Agreement, except the Outside Construction Commencement Date may be extended by Seller, with written notice to Buyer, up to three (3) months if Seller is diligently pursuing Facility development.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“Price” has the meaning set forth in Exhibit B attached hereto.

“Property” means the real property located at 460 Platt Hill Road, Winchester, Connecticut, also known as assessor’s Map 43, Block 154, Lots 4-24.

“PURA” means the Connecticut Public Utilities Regulatory Authority or successor agency.

“Qualification Information” is defined in Section 7.5(a)(ii).

“Quantity” means the quantity of Virtual Net Metering Credits purchased by Buyer under Section 4.1.

“Replacement Agreement” shall mean a contract for the sale and purchase of Virtual Net Metering Credits associated with the Net Electricity generated by the Facility.

“Representatives” shall mean a Party’s Affiliates, and its Affiliates’ successors and assigns, and each of their respective owners, members, directors, officers, employees, independent contractors, agents, attorneys, and other representatives, as well as existing or potential debt or equity financing parties.

“Seller” is the entity set forth in the introductory paragraph of this Agreement.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

“Term” is defined in Section 2.1.

“Termination Date” means the earliest to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default and (iv) the date of termination as the result of Force Majeure pursuant to Section 8.2.

“Virtual Net Metering” shall have the meaning set forth in the VNM Act.

“Virtual Net Metering Credit” means the monetary value associated with the total of all kWh produced by an Eligible Facility (as defined by the EDC Virtual Net Metering Rider) that exceeds a Customer Host’s requirements, up to the total generation service requirements of all Beneficial Accounts in that month.

“Virtual Net Metering Facility” means a Class I renewable energy source or a Class III source that: (i) is served by an electric distribution company, owned, leased or subject to a long-term contract by a customer host and serves the electricity needs of the customer host and its beneficial accounts; (ii) is within the same electric distribution company service territory as the

customer host and its beneficial accounts; and (iii) has a nameplate capacity rating of three megawatts or less.

“*VNM Act*” means, collectively and as then applicable, amended from time to time, the Connecticut virtual net metering statutes, including Section 16-244u of the Connecticut General Statutes, as amended, and any rules or regulations or orders promulgated thereunder, or any decisions of or by PURA relating to Virtual Net Metering and the EDC Virtual Net Metering Rider.

Schedule A

Maximum Seller's Damages

YEARS REMAINING IN AGREEMENT	TERMINATION DAMAGES
20	\$4,366,340.00
19	\$4,289,507.00
18	\$4,215,933.00
17	\$4,131,373.00
16	\$4,035,027.00
15	\$3,926,060.00
14	\$3,803,580.00
13	\$3,666,633.00
12	\$3,514,207.00
11	\$3,345,240.00
10	\$3,157,733.00
9	\$2,951,260.00
8	\$2,724,533.00
7	\$2,477,073.00
6	\$2,205,680.00
5	\$1,909,660.00
4	\$1,587,360.00
3	\$1,238,020.00
2	\$857,880.00
1	\$445,907.00

EXHIBIT A

Buyer's Beneficial Account(s) Information

Account(s) ID

	Site Name	Account #
1	Sewer Plant	5143 849 3074
2	Street Lights	5174 788 3015
3	Pearson MS	5176 368 3083
4	Water Plant	5174 689 3064
5	Town Hall	5161 358 3095
6	Batchellor	5125 068 3018
7	Public Works	5109 287 4098
8	Town Hall 2	5140 958 3069

Upon Seller's request, Buyer shall promptly provide Seller with necessary and appropriate information regarding each such account, including but not limited to:

- EDC customer name
- Account billing address
- EDC account number
- Annual EDC electricity charges
- Annual kWh usage
- Percentage of electricity delivered to the Delivery Point to be designated to such account

EXHIBIT B

Price

Price: For each Billing Cycle during the Term in which Net Electricity is delivered to the Delivery Point, Buyer shall pay to Seller per Buyer's VNM Credit received by Buyer (the "***Price***") an amount equal to the greater of (i) Eighty-five percent (85%) of the dollar value of each Virtual Net Metering Credit(s) accruing to the Buyer's Beneficial Account for that Billing Cycle (the "***Virtual Net Metering Credit Value***") and (ii) the Floor Price multiplied by the kWh associated with such Virtual Net Metering Credit(s) received by Buyer. For purposes of this Exhibit, "***Floor Price***" means \$0.105/kwh for Year 1 through Year 5, \$0.11/kwh for Year 6 through Year 10, \$0.115/kwh for Year 11 through Year 15, and \$0.12/kwh for Year 16 through 20.

EXHIBIT C

VNM Agreement

[To be attached.]

EXHIBIT D

Authorized Representative Form

[See attached.]



I, the undersigned beneficial account owner, (“Owner”) hereby authorize Lodestar Energy LLC, a Connecticut limited liability company, and any entity owned or managed by Lodestar Energy LLC (collectively, “Lodestar”), to file any submissions of information for the Beneficial Accounts to (i) The Connecticut Light and Power d/b/a Eversource Energy for the purposes of submitting any hosting information, interconnection and feasibility analysis, (ii) the virtual net metering program in Connecticut and/or (iii) LREC/ZREC bids in connection with the construction and operation of an electric generation facility in Eversource Territory, provided Lodestar promptly furnishes to the undersigned copies of any such submissions.

Authorized Representative contact information:

Lodestar Energy LLC
 40 Tower Lane, Suite 201
 Avon, CT 06001
jmacel@lodestarenergy.com
 860.881.0777

OWNER:

Town of Winchester, a Connecticut Municipality

By: _____

Name:

Title:

“Beneficial Accounts” shall be defined as:

	Site Name	Account #	Total kWh
1	Sewer Plant	5143 849 3074	1,064,160
2	Street Lights	5174 788 3015	800,000
3	Pearson MS	5176 368 3083	425,520
4	Water Plant	5174 689 3064	377,312
5	Town Hall	5161 358 3095	265,920
6	Batchellor	5125 068 3018	212,960
7	Public Works	5109 287 4098	76,848
8	Town Hall 2	5140 958 3069	57,211
			3,279,931

Monthly Meeting Minutes

Filed with
the Town Clerk's
Office in August

Winchester Housing

80 Chestnut Street, Winsted CT 06098



Public Housing (860) 379-4573

Fax (860) 379-0430

www.winchesterhousing.org

 Equal Housing Opportunity

Anthony J. Palge, Chairman
Neil R. Kelsey, Vice Chairman
Joseph W. Lemelin, Treasurer

Betty Button, Resident Commissioner

Sally Mangione, Commissioner
Jayne M. Martigneni, Executive Director

Winchester Housing Authority
Board of Commissioners Regular Meeting
July 27, 2020
3:00 p.m.
80 Chestnut Street
Winsted, CT 06098

FILED
CLERK'S OFFICE

AUG 27 2020

SHEILA S. SEDLACK
TOWN CLERK OF WINCHESTER
WINSTED, CONN.

1. Call to Order:

The meeting was called to order at 3:11 p.m. by Chairman Anthony Paige.

In attendance were: Anthony Paige; Chairman; Neil Kelsey, Vice-Chairman; Sally Mangione, Commissioner; Betty Button Resident Commissioner; Jayne Martigneni, Executive Director.

Handwritten initials

Absent: Commissioner Joseph Lemelin and Linda Groppo, Board Liaison.

2. Approval of the Minutes of the May 26, 2020 Annual Board Meeting:

A Motion was made by Commissioner Mangione and Seconded by Commissioner Button to approve the Minutes of the May 26, 2020 Annual Board Meeting. All were in favor.

3. Approval of the Minutes of the June 17, 2020 Special Board Meeting:

A Motion was made by Vice-Chairman Kelsey to approve the Minutes of the June 17, 2020 Special Board Meeting. Seconded by Commissioner Button. All were in favor.

4. Report of Financial Budget/Statements for May 31, 2020:

The Executive Director reported that thus far, we are within budget thus far as we are nearing the end of the Fiscal Year.

5. Report of Financial Budgets/Statements for June 30, 2020:

The Executive Director reported that, to date, there is \$1,042,270.00 in all of the Winchester Housing Authority Accounts. We are also still within the budget for the Fiscal Year. We did have one extraordinary expense for a repair for the elevator in the amount of \$4,575.00 to repair a leveling switch while on overtime.

6. Old Business:

Page 2 of 2
Board of Commissioner Regular Meeting
July 27, 2020

a. Update for Laurel Commons:

The Executive Director reported that as of August 23, 2020 the Winchester Housing Development Corporation hired a consultant to reimburse the money that is owed to the Winchester Housing Authority.

b. Update Elevator Project at Chestnut Grove:

The Executive Director explained that we are waiting for a contract from the Construction Manager. Due to the fact that it involves the U.S. Department of Housing & Urban Development we want to be sure that it is a contract that they will accept. Years ago, a standard AIA Contract was acceptable to HUD but not any longer.

Jd2

c. Update of Rental Assistance Demonstration (RAD):

The RAD Program has been put on hold for now due to Coronavirus and social distancing. Several Resident Meetings and their input are required in order to move forward with the program.

The Executive Director explained that she is also researching the Streamlined Voluntary Conversion Program as an alternative to the Rental Assistance Demonstration Program because it is a much easier process. If we were to convert to the Streamlined Voluntary Conversion Program HUD would take the Winchester Housing Authority's Reserve money.

7. Executive Director's Report for July 2020:

There were no comments regarding the Executive Director's Report.

8. Public Comments:

There were no public comments.

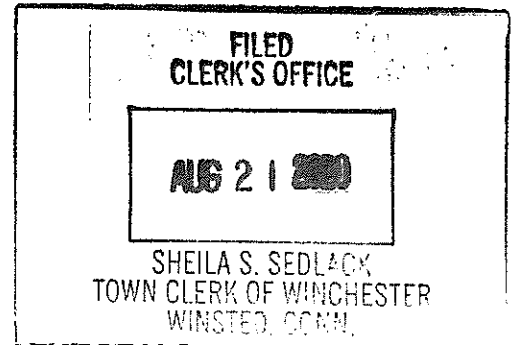
9. Adjournment:

A Motion was made by Commissioner Mangione and Seconded by Commissioner Button to adjourn the meeting at 3:35 p.m. All were in favor.

Respectfully Submitted,

Jayne Martigneni

Jayne Martigneni
Executive Director



TOWN OF WINCHESTER ZONING BOARD OF APPEALS

Held Remotely (Via Zoom)

and was streamed live on YouTube:

<https://www.youtube.com/channel/UCT1ffiBjMTBQM5OEXSgKlqg/videos>

July 28, 2020 – 7:00PM

Regular Meeting Minutes

10/3

Chairman Phillip Allen called the meeting to order at 7:00PM.

1. ROLL CALL:

Mr. Allen noted that the following individuals were present in addition to himself: Aubrey English, John Massicotte (7:05PM), Hal Wilkes and Alternate Paul Marino.

Mr. Marino was initially seated for Mr. Massicotte until his arrival.

Also present for this meeting was Zoning Enforcement Officer/Building Official Marc Melanson.

2. EXPLANATION OF PROCEDURE:

Mr. Allen explained that applications would be reviewed the way they always are. He noted that the review of each application will include an opportunity to provide information regarding the application, a chance for the Board to question the applicant and/or representative as well as closing comments by the applicant. He explained that the public will have an opportunity to ask questions and make comments, too. Mr. Allen explained that an approval from this Board requires four affirmative votes.

3. PUBLIC HEARINGS – VARIANCE APPLICATIONS & DECISIONS:

**A. ZBA #20-5247 – Special Exception Location: 131 West Wakefield Boulevard
Applicant/Owner: Donald Maillet and Virginia Maillet Proposal: Install Fence in Highland Lake District.**

Staff communicated the request of the applicants that this matter be continued.

MOTION: Mr. Allen, Mr. Marino second, to continue Application ZBA #20-5247 – Special Exception Location: 131 West Wakefield Boulevard Applicant/Owner: Donald Maillet and Virginia Maillet Proposal: Install Fence in Highland Lake District;

Unanimously approved with Mr. Allen, Mr. English, Mr. Marino, Mr. Pollack, and Mr. Wilkes voting aye.

Mr. Massicotte was seated for Mr. Marino at this point in the meeting.

B. ZBA #20-5249 – Variance Location: 406 East Wakefield Boulevard Applicant: Blue Lake Properties/John Milanese Owner: Blue Lake Properties Proposal: Variance for Existing 14.9'x7.6' Wooden Platform, 12.2'x8' Wooden Platform and 12'x9' Block Patio within 20' of Lake and Irregular Shape Patio 20'x38' Near Residence; Variance from Zoning Regulations Section II.G.b.ii. for Lot Coverage and from Section II.G.d.iv.b. for Decks/Patios within 20' of the lake.

John Milanese appeared before the Board regarding this matter. Mr. Milanese explained that one platform had already been located at the water when he purchased the property, but a permit was being sought for the other as he was unaware that he needed a permit. The same was true for the other items.

Mr. Milanese shared photographs of the deck that was on his property when he purchased it.

Referring to the patio near the home, he explained that he had only replaced what was there to clean it up and had been unaware that he would need a permit. He noted this work had been done seven years ago.

Photographs of the platforms were reviewed. Mr. Milanese explained that the platform that rests on the lake wall was placed there because of how slippery it was at that location. Mr. Marino questioned how the platform was attached to the wall. Mr. Milanese explained that it was a square of 6"x6" landscape ties. He described how he put them together by screwing through the landscape ties and hammering in ½" rebar into the ground with the other end merely laying on the wall. Mr. Milanese explained that gravel was underneath the platform. He explained that the other platform stays put through the utilization of two buckets of cement that push up against the platform.

Mr. Allen questioned the block patio. Mr. Milanese explained that it had formerly been a brick patio when he had purchased the property but explained that he had replaced that with cement blocks. He noted that there had been 6"x6" ties around that patio, too. Mr. Allen questioned how long Mr. Milanese had lived in the home. Mr. Milanese noted that he had purchased it in 2014.

Mr. Wilkes questioned what was underneath the deck. It was noted that there was dirt under the deck.

Mr. Milanese explained that he had lake property in another town and the standard there was that a permit was only required for construction out over the water. Therefore, he was unaware that these items he already constructed needed permits.

Mr. Pollack questioned whether the rock over the lake wall is slippery now, too. Mr. Milanese noted it was not, explaining that moss and algae had grown over the rocks.

Mr. Wilkes questioned whether the larger patio was within the setbacks. Mr. Melanson noted that the larger patio was okay, but the two platforms and the smaller patio were not. Mr. Pollack questioned whether any of the neighbors had weighed in on the application. Staff reported that there had been no communication received from any of the neighbors and confirmed that the Certificate(s) of Mail had been submitted serving as evidence that the neighbors had been notified of the public hearing.

The hearing was open to the public. No comment was received.

MOTION: Mr. Allen, Mr. English second, to approve Variance Application #20-5249, for a variance from Section II.G.b.ii., for a Lot Coverage variance of 3.2%, from Section II.G.d.iv.a., to allow a deck or patio to be closer to the property line than the existing Principle Building and from Section II.G.d.iv.b., to allow a deck or patio to be closer than 20 feet from the Lake Shore or retaining wall, for the installing of a 12'x9' Block patio, a 96.85 square foot wooden platform

near the lake and also an 88.45 square foot wooden platform near the lake, as per the drawings submitted, for the property located at 406 East Wakefield Boulevard;

Motion failed with Mr. Allen, Mr. English, Mr. Massicotte, Mr. Pollack, and Mr. Wilkes being opposed.

**C. ZBA #20-5250 – Special Exception Location: 406 East Wakefield Boulevard
Applicant: John Milanese Owner: Blue Lake Properties Proposal: Special Exception
for 28.6' x 16.8' x 15.6' x 16.8' Deck off westerly side of residence.**

Mr. Milanese noted that the deck had always been at the home. He reported that he had removed approximately eight feet on the lakeside. Mr. Milanese noted that a deck had always been there. Mr. Melanson confirmed that the Assessor's field card reflected a deck larger than what is currently there. He noted that it was made a little wider but had been reduced from coming out 18' to 16'.

The hearing was open to the public. No comment was received.

2/3

MOTION: Mr. Allen, Mr. Massicotte second, to grant a Special Permit for Application #20-5250 to build a deck on the back of the house. The dimension against the house is 28.6', 16.8' out from the house and the outside section that is parallel to the house is 15.6', per the drawings submitted, for the property located at 406 East Wakefield Boulevard;

Motion passed with Mr. Allen, Mr. English, Mr. Massicotte, and Mr. Wilkes voting aye while Mr. Pollack abstained.

4. OLD BUSINESS:

None.

5. APPROVAL OF MINUTES – June 23, 2020:

MOTION: Mr. Massicotte, Mr. Wilkes second, to approve the June 23, 2020 Minutes;

Motion passed with Mr. Allen, Mr. English, Mr. Massicotte, and Mr. Wilkes voting aye while Mr. Pollack abstained.

6. BILLS PRESENTED:

None.

7. CORRESPONDENCE:

None.

8. OTHER BUSINESS:

None.

9. DISCUSSION WITH ZONING ENFORCEMENT OFFICER:

None.

10. ADJOURNMENT:

MOTION: Mr. English, Mr. Wilkes second, to adjourn at 7:55PM; unanimously approved.

**Respectfully submitted,
Pamela A. Colombie
Recording Clerk**



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street
WINSTED, CONNECTICUT 06098

FILED
CLERK'S OFFICE

AUG 13 2020

SHEILA S. SEDLACK
TOWN CLERK OF WINCHESTER
WINSTED, CONN.

*Minutes of Regular Meeting
Water & Sewer Commission
P. Francis Hicks Room, Town Hall, 338 Main Street, Winsted
August 11, 2020*

Chairman John Massicotte called the meeting to order at 6:01p.m. The following members were present: Bill Hester, Joe Lemelin and John Massicotte. Also present was Finance Director Bruce Stratford, Director of Public Works Jim Rollins and Consultant/Project Manager Steve Vaill. George Closson was absent. Board member Tim Moran arrived at 6:09p.m. This meeting respected all social distancing rules; attendees were well-situated throughout the meeting in the meeting room.

Public Input - none

Approval of Meeting Minutes from July 14, 2020: Motion by B. Hester to *approve* the minutes of July 14, 2020. Second by J. Lemelin. **Vote:** All in favor - *motion carried unanimous.*

Approval of Meeting Minutes from July 21, 2020: Motion by J. Lemelin to *approve* the minutes of July 21, 2020. Second by B. Hester. **Vote:** All in favor - *motion carried unanimous.*

Report from Finance Director:

Mr. Stratford made available copies of budget reports; also had copies available of checking and savings account statements through August 7th; proceeded to review information. Mr. Stratford explained we don't get a number of invoices by the time this report is generated; no budget has been adopted which is why there is a blank column.

Water: Revenues: Collected \$72,000 compared to \$85,000 last year; current rents are up but past due is down; increased billings by \$22,000 over last year. Expenditures: \$159,000 last year compared to \$176,000 this year. Mr. Stratford noted operating account has \$890,294 and savings has \$573,355.

Directing attendees to the proposed 2020-2021 Water Fund budget, Mr. Stratford said this document is based on recent revisions and discussions; showing revenues of \$1,883,000 – does not have contributions from the fund balance; expenditures for the Water Works division is \$573,000 (down \$17,000 from the department proposed), Crystal Lake Plant expenditures at \$391,000 (down from \$408,000 proposed by the department), Administration proposed expenditures of \$544,000, WPCA is \$373,000 (up from \$154,000 due to the transfer to capital improvement to allow for tracking). Discussion followed regarding capital improvement projects, budget reflecting small surplus of \$561,000, Board has an option to allocate money for revenues from the general fund balance, etc. Mr. Stratford recommended the board adopt the budget; recommended the Board put \$200,000 for the capital spending plan. Chairman Massicotte said he would prefer dollar amounts toward each project than a lump sum. Mr. Stratford noted this system will allow to track each project; verified \$200,000 is adequate for

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Overlook water mains and \$125,000 is adequate for Brookside. Brief discussion followed regarding plans. Mr. Rollins reviewed the capital projects list and prioritized them:

- Update Water Supply Plan - no task order from Lenard Engineering yet; \$20,000; Priority #1
- Emergency Action Plan – out of date; \$20,000; Priority #1
- Chemical Piping Improvements; \$10,000; Priority #2
- Pipe Saw – current saw is not safe – investigating options; \$30,000; Priority #3
- Truck 37 (exclusively used by the Water Department); \$30,000; Priority #4
- Upland – would like to do but it's a pretty slim chance – will coincide with repair of Upland; \$150,000.
- Re-line Benton Street/Florence Avenue – so many other projects in the works

Discussion followed regarding the unsafe condition of Upland, have to coordinate work with DOT, trying to get DOT to take responsibility for the failing retaining wall, make it Priority #5, still providing water to a customer up there, a lot of work involved even to sub-contract this out, getting engineering done for \$25,000 in case of an emergency, allocate \$119,000, the vacuum truck, Brookside and Overlook work were allocated in the fund balance, funds coming out of savings/ operating account, etc. Chairman Massicotte asked about the Wallens Hill tank. Mr. Rollins said the cost of removal is included in the cost of a new one – in FY 22. Discussion followed regarding the electricity line in Water Works, amount of surplus, etc. Chairman Massicotte verified engineering is included in the Brookside and Overlook projects. Mr. Rollins said no engineering is required. Extensive discussion followed regarding Project Administrator salary allocations, doing the storage tank as part of the State Revolving Fund projects, 2019-2020 collections, heating and generator fuel line items not always being properly allocated, Crystal Lake electricity, Water Plant is making a lot less water due to leak repairs, what's included in "anticipated", etc. **Motion** by J. Lemelin **to adopt the 2020-2021 Water Fund budget as amended.** Second by B. Hester. *Discussion:* Mr. Stratford asked to specify Revenues of \$1,883,000 and Expenditures of \$1,882,939. **Vote:** All in favor - *motion carried unanimous.*

Mr. Stratford noted he has a request for a refund to a customer (Montez) in the amount of \$149 (\$60 for water and \$89 for water) due to duplicate payment. **Motion** by T. Moran **to approve the refund.** Second by J. Lemelin. **Vote:** All in favor - *motion carried unanimous.*

Sewer: Revenues: Collected \$73,831 compared to \$84,000 last year (a lot more past due was collected last year); revenues may be down due to COVID and the low interest rate; Russ' Septic did pay another \$3,000 leaving a balance of \$3,290. Brief discussion followed regarding establishing a policy for Russ's Septic, billing a regular amount monthly, require a security deposit, etc. Mr. Stratford noted August billings are \$19,000 higher this year than last year. Expenditures: Department spending is close to last year - \$158,000 last year compared to \$152,000 this year; operating account has \$281,000 and savings has \$573,000.

Referring to the Proposed 2020-2021 proposed Sewer Fund budget, Mr. Stratford explained the proposed budget shows revenues of \$1,828,000 (\$100,000 more than we realized this year – expect the correction of the zero read meters to be reflected); expenditures for the Sanitation Department are at \$749,000 (a decrease of \$47,000 from the department proposed), \$343,000 (decrease of \$18,000 from department proposed), \$1,111,000 for the WPCA (\$839,000 was proposed) – capital spending accounts for the increase, Debt Administration proposed at

The Town of Winchester is an equal opportunity provider, employer and lender.

\$239,847; total expenditures proposed at \$2,296,425 to revenues of \$1,828,000 (deficit of \$468,425); need to adjust – reductions in spending or increase in revenues. Mr. Rollins proceeded to review anticipated capital spending: Vacuum truck – 2nd payment (taking delivery in September), Sanitation Plant Bridge (can put off to 2022), Sanitation Plant Boiler (this is an additional \$100,000), Step Screen (final payment), Moore Avenue Pump Station (can postpone – not a priority compared to other capital projects), Primary Tank Collection Equipment (there's 5 of them and they're as old as the plant – do one per year). Extensive discussion followed regarding boiler component prices, timeline for repairs, reducing scale of work, impact of deficit on rates, step screen lead time, moving \$90,000 from FY 20 to the step screen purchase to reduce the cost for the step screen to \$10,000 in this year's budget, fund Moore Avenue in the future, capital recovery fee was intended to be used for emergency and capital projects, etc. Chairman Massicotte questioned maintenance of Structures and Electricity in Sanitation (315). Discussion followed regarding moving \$15,000 into Maintenance of Structures from contingency and increased electricity costs. T. Moran expressed concern with the deficit; suggested covering the deficit with savings. Mr. Stratford said these budgets are based on cash receipts; if you want the Sewer Fund on the same footing as Water, projecting a substantial rate increase over a number of years; suggested forming a sub-committee to review information and present it to the Board; remaining \$178,000 deficit and rate increase this fiscal year; a portion can be used toward the deficit and toward capital projects. T. Moran liked 1% or 2% per year over several years. Mr. Stratford suggested of the \$178,000, take \$28,000 and add a rate increase; \$150,000 remaining of the deficit would come from capital; proceeded to review the FY Proposed Rate Increase worksheet; noted the shortfall has to be addressed with a rate increase – usage fee increase and/or base fee increase. Brief discussion followed regarding additional customers, additional activity, etc. Mr. Stratford proceeded to review the Annual Fee Comparison worksheet to neighboring towns. Brief discussion followed regarding Norfolk's plight. Mr. Stratford noted even if rates increase 60%, rates would still be less than Norfolk or New Hartford; not recommending that much increase, but that's the direction; explained the proposed different rate structures; need to gather more data; explained the data on the Impact Sample Customer worksheet. Brief discussion followed regarding the number of years to phase in increases. Mr. Stratford noted the sewer rate is currently the same as the water rate; it's a lot more to clean a gallon of wastewater versus ground water; at this point, the Board could say take \$150,000 from the fund balance and bump up rates; change capital projects to \$161,000. Chairman Massicotte said he would rather take \$150,000 from savings and \$28,000 from line items to balance the budget and then discuss an increase; won't vote on the Sewer Fund budget until have a clean copy. Mr. Rollins noted departments consistently come in under budget every year; can recommend reductions but will have to shift money through the year. Mr. Vaill said work stops dead on the furnaces if the Board doesn't approve a budget. Discussion followed regarding put the furnaces out to bid, hold a special meeting to pass the budget, plans to replace both furnaces, considerations made pertaining to methane, Mr. Stratford and Mr. Rollins will work on the budget to call a special meeting, etc.

Water & Sewer Budget for Proposals for 2020-2021 - discussed earlier

Update on Sewer Plant Furnace Repair/Replacement- discussed earlier

New Sludge Pump Received and Installed? Mr. Rollins confirmed it is in place

Pump Station 8 Landscaping Complete: Mr. Rollins confirmed the landscaping is done except the plantings.

Bill Adjustments – discussed earlier

Director's Report: Mr. Rollins provided the Secretary with the original signed Interlocal Sewer Agreement with Barkhamsted (Secretary filed copy with the Town Clerk's office 8/12/2020).

Old Business:

- Sewer Plant Bridge Repair – planned for 2022
- State Revolving Fund Update on Projects – nothing to report
- National Registrar of Historic Places – waiting on a decision
- Dam Repair through USDA Funding – pending decision from Registrar of Historic Places
- Water Regulations to accept High Density Polyethylene – nothing new to report
- Tree Harvesting – nothing new to report
- MIU's Installed – Need to Investigate 22 Curious Readings - nothing to report

J. Lemelin asked for an update on the proceedings pertaining to the business on Groppo Drive. Mr. Stratford said the issue is with the attorneys – waiting for a status report. Discussion followed regarding no payments.

New Business – none

Adjournment: Meeting adjourned 7:55 p.m.

Minutes Respectfully Submitted,

Laurie Bessette
Minutes Secretary

Next Regular Meeting:
Town Hall, 338 Main Street
Tuesday, September 8, 2020 @6:00 p.m.

Town of Winchester - City of Winsted
ECONOMIC DEVELOPMENT COMMISSION

REGULAR MEETING

MINUTES

Tuesday, August 18, 2020, 7:00 PM

Conference Call

COMMISSION

Dennis Dressel, Chairman

Dewees Yeager, Vice Chairman

Jim Welton, Treasurer

Jessica Tessman, Secretary

Gary Giordano

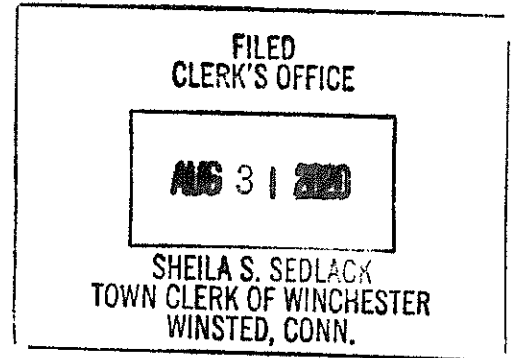
David Sartirana

Lara Kazlauskas

Bob Geiger, Town Manager

Jack Borque, BOS Liaison

Linda Groppo, BOS Liaison



blg

1. Call to Order and Roll Call - Called to order at 7:02 pm by Dennis Dressel. On the call was Dennis Dressel, Jim Welton, Dewees Yeager, Jessica Tessman, Gary Giordano, Linda Groppo, Lara Kazlauskas, with guest Pam Colombie.
2. Agenda Review - Motion to approve amended agenda by Gary Giordano, second by Lara Kazlauskas. Voted 6-0.
3. Approval of Minutes of Previous Meetings: July 21, 2020, motion to approve by Jim Welton as written, second by Dewees Yeager. Voted 6-0.
4. Treasurer's Report:
 - a) No additional changes have been made: Business cards are in the works for Lara & Dave.
5. New Business
 - a) ReCreative – ReCreative contract ended in June. ReCreative will assist with marketing or design material as needed for \$75.00 an hour. 10 hours for \$750.00.
 - b) Facebook – The EDC has 486 followers and has tripled engagements.
 - c) What's happening in Town?: The Laurel Festival held at the Little Red Barn Brewers; Noujaim's Bistro has opened an outdoor dining section;
 - d) Gary: New commercial listings in Winsted on Meadow Street and at Nanni Drive.

- e) Discussion surrounding welcome sign from Norfolk into Winsted.
- f) Discussion regarding painting the skate park wall. Suggestion: To have a professional look-over the cracks. Total cost of project: 1,700\$. Winsted Friends of Main Street and Winchester 250 would contribute. Tabled.

6. Communications
No communications.



7. Old Business

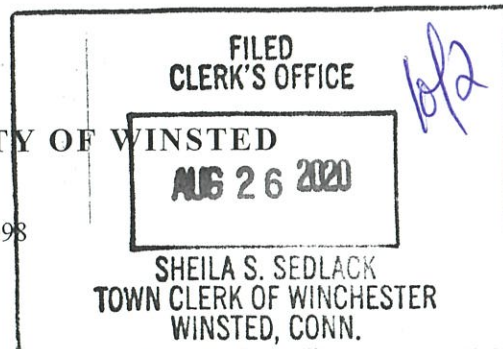
- a) Storefront Clean Up Contest: The Most Improved Storefront Facade. Contest will have a 1st, 2nd, 3rd winner. Prizes are as follows: \$400, \$200, and \$100. Beginning September 1st through November.
- b) Gary created a Gift Cards promotion that was posted on Facebook. Gary & Jess will develop a plan.
- c) Jim created a Survey and sent it out to EDC members. Jess will send out surveys to business owners through MailChimp.
- d) EDC Happenings: Jim suggested that the EDC creates a Newsletter to inform businesses what we're doing. Jess can help with newsletter.
- e) NYC Businesses; Dennis connected with Alan C and will keep us posted. More information to come.
- f) Welcome Packet: More information will be coming soon.
- g) Business Visitation Forms: Jim has sorted and matched businesses to each commissioner equally.
- h) Business in the Spotlight: Facebook postings have been made and will continue to do so.

7. Adjournment – 8:42 pm motion by Dewees Yeager, second by Jim Welton.
Voted 6-0.



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street
WINSTED, CONNECTICUT 06098



Minutes of Special Meeting Water & Sewer Commission

*P. Francis Hicks Room, Town Hall, 338 Main Street, Winsted
August 25, 2020*

Chairman John Massicotte called the meeting to order at 6:01 p.m. The following members were present: George Closson, Bill Hester, Joe Lemelin, John Massicotte and Tim Moran. Also present was Finance Director Bruce Stratford, Director of Public Works Jim Rollins, Consultant/Project Manager Steve Vaill and Barkhamsted First Selectman Don Stein. This meeting respected all social distancing rules and attendees were well-situated throughout the meeting in the meeting room.

Public Input: Mr. Stein stated the drawings are basically ready; Exhibit B has to be adopted; agreement does not state laterals have to be installed; requiring installation of laterals is a costly imposition; the lines are being installed to Winsted at no charge; increases property values; provides a better option for current property owners if their septic is failing; 2 pipes are being installed; looking for nodding of heads that laterals will not be required; can bore under the road instead of digging up the roads for future hook-up to homes; looking for some sense from the Commission on the laterals and pipes; future homeowners would pay for the lateral and sewer pipe. Chairman Massicotte said his understanding is the laterals would be installed at the same time as the pipes; the Board does have to approve the design. Discussion followed regarding designation of building lots, additional cost of the laterals, little impact to the road doing it later, no cost to Winsted, previous agreement had Winsted customers paying the cost of the laterals, cost of the sewer system installation, benefits both Winsted and Barkhamsted, etc. Mr. Stein said it's unfair to expect homeowners to have this cost with no need for those services; when needed, laterals would be installed and the cost charged to them. Mr. Rollins reminded attendees this was not an agenda item; this is food for thought. Mr. Stein offered to email the documents to the Chairman to allow him to share the information.

Discussion and Vote on Sewer Budget for 2020-2021: Mr. Stratford distributed copies of the proposed 2020-2021 Sewer Fund budget and a worksheet detailing proposed Capital projects (Fund 123 Appropriations); explained the last column on the proposed budget represents changes from the Manager's column; noted the revenues and expenditures balance at \$1,998,000; line 780 of revenues has \$20,000 more than suggested for contributions toward Capital projects; difference is reflected in line 317-875 transfer to Fund 123 CIP which increased from a proposal of \$161,000 at the last meeting to \$181,000 by Mr. Rollins; reiterated revenues and expenditures are in balance so the Board can approve it tonight. Discussion followed regarding projects included in the Capital, primary tank project was postponed, Moore Avenue pump station was removed, amount in savings, accrued vacation and sick time, etc. S. Vaill asked about the reduction to the electricity line. Mr. Stratford explained the actual cost was only \$117,000 with one more bill coming but it should still be less than \$130,000. Additional discussion followed regarding sick and vacation pay accrual, pension amounts, newer employees not eligible for the retirement plan, numbers were provided by the actuaries, replacement pick-up truck, rotating equipment, etc. **Motion** by G. Closson to **approve the 2020-2021 Sewer Budget**. Second by J. Lemelin. *Discussion:* Mr. Stratford noted it should be reflected that

The Town of Winchester is an equal opportunity provider, employer and lender.


2022

Revenues are proposed at \$1,998,000 and Expenditures are proposed at \$1,998,000. **Vote:** All in favor - *motion carried unanimous.*

Discussion and Action on Bid Waivers Presented: Mr. Rollins explained pipe amounts quoted for the Brookside Avenue project exceeded the \$10,000 amount budgeted; contacted three vendors for prices: Water Sewer Specialties \$17,000, Target Enterprises \$16,700 and GL Waterworks \$15,300; looking to take the lowest; like we did on Pump Station 8 and Overlook, P&G Pepper is available for one last project; agreed to hold the prices for the Brookside project; don't expect it to exceed \$15,000 but would like a bid waiver just in case. Discussion followed regarding won't exceed the \$125,000 budgeted for Brookside. GL Waterworks was highly recommended, costs from P&G Pepper, etc. **Motion** by T. Moran to *accept the low bid from GL Waterworks of \$15,300 and raise the amount for P&G Pepper from \$10,000 to an amount not to exceed \$15,000.* Second by J. Lemelin. *Discussion:* Discussion followed regarding timelines for the projects, preparation work is done, project is ready to go, scope of work, etc. **Vote:** All in favor - *motion carried unanimous.*

Adjournment: Meeting adjourned 6:30 p.m.

Minutes Respectfully Submitted,


Laurie Bessette
Minutes Secretary

Next Regular Meeting:
Town Hall, 338 Main Street
Tuesday, September 8, 2020 @6:00 p.m.