

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting via Zoom

Thursday, March 4, 2021 @ 7:00 PM

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/82944725113?pwd=ZGU4bjErRHZEQWNuRlphRnFxMmJLZz09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

or +1 253 215 8782 or +1 346 248 7799

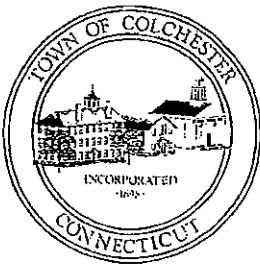
Webinar ID: 829 4472 5113

Passcode: 368970

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE:
6. CONSENT AGENDA
 - A. Approve the Minutes of the February 18, 2021 Board of Selectmen Meeting
 - B. Tax Abatements
7. Boards and Commission – Interviews and/or Possible Appointment and Resignations
 - A. Commission on Aging - Interview of Rosanne Tousignant for a possible full member appointment with a term to expire 12/1/2021
 - B. Commission on Aging - Interview of Nola Weston for a possible alternate position with a term to expire on 12/31/2022
8. Assessor John Chaponis follow up from Board of Selectman Meeting February 18, 2021 Grand List Discussion
9. C-PACE
10. Lebanon Street Scape Design Consultant Services
11. Memorial Day Parade
12. Purchase of Ambulance
13. Executive Session:
 - A. To Discuss Strategy with Respect to a Pending Claim Pertaining to an Employment Issue.
 - B. To Discuss a Possible Land Purchase for Open Space

RECEIVED
2021 MAR -3 PM 2:10
MAYE THOMPSON
GOV. CLERK
TOWN CLERK

14. CITIZEN'S COMMENTS
15. FIRST SELECTMAN'S REPORT
16. LIAISON REPORTS
17. ADJOURN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Minutes

Regular Meeting via Zoom

Thursday, February 18, 2021 @ 7:00 PM

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner,
Denise Mizla and Taras Rudko

1. CALL TO ORDER: First Selectman called the meeting to order at 7 P.M.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA: NONE
4. CITIZEN'S COMMENTS: Linda Pasternak stated that she was in favor of Board members having their cameras on for Zoom meetings. Sal Tassone made sure the Board knew he was present for questions relating to the Carrier Road agenda item.
5. CORRESPONDENCE: NONE
6. CONSENT AGENDA
 - A. Approve the Minutes of the February 4, 2021 Board of Selectmen Meeting
 - B. Tax Abatements
 - C. Resignation of Jean Walsh from Economic Development Commission
 - T. Rudko motioned to approve the consent agenda, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
7. Presentation by Chatham Health District Director Russell Melmed on the allocation of 20% of Colchester's CRF funds: R. Coyle motioned to allocate the 20% of Colchester's CRF funds in the amount of \$25,350.80 to Chatham Health District, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
8. Tax Assessor John Chaponis to Discuss the Grand List: J. Chaponis answered questions concerning his memo dated January 29, 2021 regarding the Grand List.
9. Town Planner Matt Bordeaux to Discuss Ad Hoc Committee to Research Using Town Funds to Support Efforts to Secure Both Conservation and Agricultural Easements: Board of Selectmen reached consensus that the Planning and Zoning Department explore what options currently exist before the Ad Hoc Committee convenes or is charged.
10. Approve Construction of a Residential Driveway within the Town Right-of-Way of Carrier Road: R. Coyle motioned to approve construction of a residential driveway within the Town Right-of-Way of Carrier Road with the understanding that the driveway will not be maintained by the Town of Colchester and pending approval by Town Code Administration and Planning & Zoning staff. The Town of Colchester has no intention, at this time,

RECEIVED
2021 FEB 22 AM 11:18
Mary Bylone
FIRST SELECTMAN
TOWN OF COLCHESTER

[Selectman@ColchesterCt.gov](mailto>Selectman@ColchesterCt.gov)

860-537-7220

www.ColchesterCT.gov

to resume maintenance of the abandoned portion of Carrier Road, seconded by D. Mizla. MOTION CARRIED 4-0-1, with T. Rudko abstaining.

11. Approve Social Services Program Coordinator Job Description: D. Mizla motioned to approve the Social Services Program Coordinator job description, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
12. Establish Process for Fire Chief Search: First Selectman will invite representatives from two different firms that assist municipalities with hiring Fire Chiefs to upcoming Board of Selectmen meetings to explain what they offer. Additionally, a representative from a municipality that recently went through the process of hiring a fire chief will be invited to an upcoming board meeting to discuss how they went about their process.
13. CITIZEN'S COMMENTS: Cathy Russi stated that she was in favor of Board of Selectmen members having their cameras on for Zoom meetings. T. Rudko responded that he was not in favor of having his camera on as he attends from his home office and stated that all things in public meetings are FOI-able. Linda Pasternak stated that there are simulated backgrounds that can be used in Zoom.
14. FIRST SELECTMAN'S REPORT: Senior Center will be offering upcoming COVID vaccine clinics. The positivity rate for COVID in the state is at 2.02%. Budget goals are being worked on. At the next BOF meeting the Police Department is doing a presentation about vehicles and staffing needs. Novus will present on IT needs including phone system at the following Board of Finance. The price of salt will be going up, if we get more snow we may have to purchase salt at the higher price. FOI requests were received from Joseph Cahill, Josh Kelly and Art Shilosky
15. LIAISON REPORTS:
 - R. Coyle: Commission on Aging - Senior Center Director's Report Attached. Commission used the money in their budget to print the Senior Resource Guide.
 - Open Space Commission - They are working with UCONN to possibly develop a wildlife management plan. The Town has applied for two brownfield grants to do contamination assessments.
 - Senior Center Building Committee - Plan to move the referendum date to September to allow more time for the public information campaign.
 - Long Term Recovery Committee - Working on implementation of goals including intergenerational activities.
 - D. Turner: Conservation Commission - They had one pending application, one new application and the enforcement issue at Middletown Road has been resolved.
 - D. Mizla - Norton Park Committee - Director of Public Works Jim Paggioli gave an update and discussed going out to bid for remediation and restoration to get the property back to grass. The closing for 129 Westchester Road happened and the demolition of that house along with another property will go out to bid. There will be a presentation on February 25 with help from the Library as well as another one on March 25. They have raised \$7,796 in general donations and over \$11,000 for engraved park items.
 - T. Rudko: Ethics Commission - They are reviewing draft revisions to the Ethics Code.

Planning and Zoning Commission – Two additional submissions made and a conversation regarding solar, both commercial and residential.

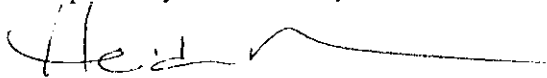
FS: Economic Development Commission – Working on the C-TIP application

Police Commission – Preparing for BOF presentation. Working on Blood Borne Pathogen Policy, and mandates from Governor's Executive Order regarding body worn cameras, dash cameras and training.

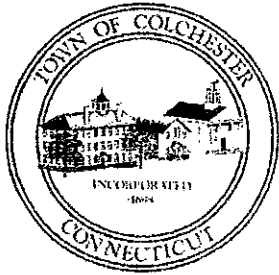
16. ADJOURN: T. Rudko motioned to adjourn at 8:50 p.m., seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY

Please see the minutes of future meetings for any corrections hereto.

Respectfully Submitted by:



Heide Perham, Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: February 16, 2021

BOARDS & COMMISSIONS APPLICATION

Name: Rosanne M. Toussignant

Address: 103 Midland Drive Colchester, CT. 06415

Home Phone: N/A Email: Rozth4@gmail.com FAX: N/A

Cell Phone: 207-624-1383 Town Residency 5 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Commission on Aging

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: St. Michael's High School
Montpelier, VT. 1966 graduation

College: 1968 - Thompson School of Practical Nursing - LPN License
1985 - University of Maine, Augusta, Me. - B.N.License
1990's - Springfield College, B.S. + M.S. in
Human Services, Springfield/Manchester
N.H.

Trade, Business 1969-1972 Medical Services in
Or Correspondence the United States Army
School

02-16-21P02:14 RCVD

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Fifty years work experience!
1969- Working in all departments of acute care/Long Term care
1985 in Georgia, Vermont, CT., and Maine.
1987 Worked in upper management positions, both in Nursing and
Refinement Administration of Long Term and Assisted Living. The last eight
years of work: I was responsible for twelve facilities as the Chief
Operations Officer.
Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I am interested because of
our families with needs, expectations and
services that are/should be available for our
aging process.
I have also served on/with two non-
profit Boards in the past.

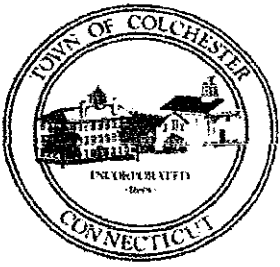
Do you have any experience or familiarity with this area? Yes, I feel my
background and experience will lend a
great deal of assistance to the Commission
on Aging.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Not at this time, I already serve on
another commission and am a member of the
active "Honor Guard" in Colchester.

Date: 2-16-21

Signature: Deanne Youngist



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 2-16-2021

BOARDS & COMMISSIONS APPLICATION

Name: Nola Weston

Address: 103 Midland Dr Colchester, CT. 06415

Home Phone: - Email nolaw65@gmail.com FAX: _____

Cell Phone: 207-624-1979 Town Residency 5 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Commission On Aging

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Iron River High School, Iron River, MD.
College Prep
yes 1963

College: Swedish Covenant School of Nursing R.N. 1966
Thomas College, Waterville, ME B.S. Business 1985
Springfield College, Springfield (Manchester NH) M.S. 1991

Trade, Business _____
Or Correspondence _____
School _____

12-16-21P02:14 RCVD

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Maine Veterans Home - Augusta, ME COO
MEMDC - Portland, ME Safety Consultant
Maine Healthcare Association, Augusta, ME Dir of Education
Kennebec Long Term Care, Augusta, ME VP of Operations
Various Nursing Home Administration positions in ME
Various Acute Care Experiences as R.N. in Virginia, ME, Missouri, & MN

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? Have really enjoyed living in Colchester. Would like to be more part of the community. Have worked many years in long term care taking care of our older citizens. Very interested in serving this community. Already on the Parks & Recreation Commission. I am hoping being on both will be mutually beneficial.

Do you have any experience or familiarity with this area? I have worked in healthcare all of my working life. I worked to develop training programs for CNAs, developed education opportunities for nursing home administrators to maintain their license, developed a program for reducing back injuries in nursing homes which was very successful & received national attention & major in gerontology in my Masters of Science program.

If you are not appointed to this board or commission, would you be interested in other forms of public service?
Which ones? No, &

Date: 2-16-2021

Signature: Tala Weston

Commission on Aging-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Marjorie Mlodzinski	U	860-603-2047	msrmlodzinski@gmail.com	12/1/2021
Vice Chair	Nan Wasniewski	R	860-531-9622	newskinoll@gmail.com	12/31/2021
Member	Roberta J. Avery	R	860-608-4628	roberta.avery@snet.net	12/1/2023
Member	Geraldine Transue	D	860-608-9824	gkwer1945@gmail.com	12/1/2023
Member	Linda Pasternak	U	860-303-6143	lpasternak@sbcglobal.net	12/31/2022
Member	Sandra Gaetano	D	860-537-6120	sgaetano11@gmail.com	12/1/2023
Member	VACANT				12/1/2021
Alternate	VACANT				12/31/2022
Alternate	VACANT				12/31/2022

We post agendas & minutes

**TOWN OF COLCHESTER
PLANNING AND ZONING DEPARTMENT**

TO: Board of Selectmen
FROM: Matthew Bordeaux, Planning Director *MRB*
DATE: February 26, 2021
RE: Connecticut Green Bank's C-PACE Program

The Connecticut Green Bank's C-PACE Program, which stands for Connecticut Property Assessed Clean Energy, is a financing tool that makes energy efficiency upgrades more accessible and affordable for a variety of new and existing commercial, industrial, non-profit and multi-family building owners. With C-PACE, building owners can finance energy upgrades immediately and pay for them over time through a voluntary benefit assessment lien, levied and recorded against the benefitting property, to be repaid with the collection of real property taxes.

The program is established in Connecticut General Statute 16a-40g and is administered by the Connecticut Green Bank, a quasi-public agency. Connecticut passed the enabling policy in June of 2012, and there are currently 135 municipalities that have passed resolutions to join the program. The Connecticut Green Bank designed the program to attract low cost capital into the state for the purpose of energy upgrades in buildings. In this way, C-PACE is an economic development tool, as building upgrades that lower energy costs create a more competitive environment for attracting and retaining businesses.

The first step before property owners can take advantage of the program is for the legislative body of the town to pass a resolution, enabling the First Selectman to sign a legal agreement with the Green Bank. Once this agreement is signed, building owners throughout Colchester will be eligible for 100% upfront and low-interest financing on eligible energy efficiency and renewable energy projects. While terms vary from project to project, repayment terms range from 5 and 25 years, and the interest rates may be between 5% and 6.5%.

Attached you will find: (1) the C-PACE enabling legislation from CGS 16a-40g; (2) a draft legal agreement between the Town of Colchester and the Connecticut Green Bank; and (3) the draft resolution enabling the Town to enter into the program.

Connecticut Green Bank program administrators reached out to the Town of Colchester because there is a local business interested in installing solar panels on their building using financing from this program.

C-PACE would improve Colchester's continuing effort to be a better place to do business and build a stronger and healthier community for all. C-PACE can be an additional option in Colchester's economic development toolbelt to help our local businesses save money with lower

and more predictable energy bills, encouraging building owners to invest in place, rather than considering relocation.

Proposed Motion:

Move to recommend to the legislative body of the Town of Colchester, the Town Meeting, the adoption of a resolution to approve the Connecticut Green Bank's Connecticut Property Assessed Clean Energy (C-PACE) Program Agreement and authorize the First Selectman to execute and deliver the C-PACE Agreement. A Town Meeting shall be held March 18, 2021 to vote on the resolution.

MRB

R:\Miscellaneous\C-PACE\Memo to BOS.docx

Last updated: October 1, 2017

C.G.S.A. § 16a-40g Commercial sustainable energy program

(1) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) participation in a microgrid, as defined in section 16-243y, including any related infrastructure for such microgrid, by qualifying commercial real property, provided such microgrid and any related infrastructure incorporate clean energy, as defined in section 16-245n, (C) any improvement, renovation or retrofitting of qualifying commercial real property to reduce energy consumption or improve energy efficiency, (D) installation of a renewable energy system to service qualifying commercial real property, or (E) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation, retrofit or installation described in subparagraph (C), (D) or (E) of this subdivision is permanently fixed to such qualifying commercial real property;

(2) "District heating and cooling system" means a local system consisting of a pipeline or network providing hot water, chilled water or steam from one or more sources to multiple buildings;

(3) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program;

(4) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units;

(5) "Benefited property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property;

(6) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this section as security for the financing of the energy improvements;

(7) "Municipality" means a municipality, as defined in section 7-369;

(8) "Benefit assessment" means the assessment authorized by this section;

(9) "Participating municipality" means a municipality that has entered into a written agreement, as approved by its legislative body, with the bank pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the bank in return for energy improvements for benefited property owners within such municipality and costs reasonably incurred in performing such duties;

(10) "Bank" means the Connecticut Green Bank; and

(11) "Third-party capital provider" means an entity, other than the bank, that provides financing, leases or power purchase agreements directly to benefited property owners for energy improvements.

(b) (1) The bank shall establish a commercial sustainable energy program in the state, and in furtherance thereof, is authorized to make appropriations for and issue bonds, notes or other obligations for the purpose of financing, (A) energy improvements; (B) related energy audits; (C) renewable energy system feasibility studies; and (D) verification reports of the installation and effectiveness of such improvements. The bonds, notes or other obligations shall be issued in accordance with legislation authorizing the bank to issue bonds, notes or other obligations generally. Such bonds, notes or other obligations may be secured as to both principal and interest by a pledge of revenues to be derived from the commercial sustainable energy program, including revenues from benefit assessments on qualifying commercial real property, as authorized in this section.

(2) When the bank has made appropriations for energy improvements for qualifying commercial real property or other costs of the commercial sustainable energy program, including interest costs and other costs related to the issuance of bonds, notes or other obligations to finance the appropriation, the bank may require the participating municipality in which the qualifying commercial real property is located to levy a benefit assessment against the qualifying commercial real property especially benefited thereby.

(3) The bank (A) shall develop program guidelines governing the terms and conditions under which state and third-party financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to this section, (B) shall establish the position of commercial sustainable energy program liaison within the bank, (C) may establish a loan loss reserve or other credit enhancement program for qualifying commercial real property, (D) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, (E) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements, and (F) may encourage third-party capital providers to provide financing, leases and power purchase agreements directly to benefited property owners in lieu of or in addition to the bank providing such loans.

(c) Before establishing a commercial sustainable energy program under this section, the bank shall provide notice to the electric distribution company, as defined in section 16-1, that services the participating municipality.

(d) If a benefited property owner requests financing from the bank or a third-party capital provider for energy improvements under this section, the bank shall:

(1) Require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing;

(2) If financing is approved, either by the bank or the third-party capital provider, require the participating municipality to levy a benefit assessment on the qualifying commercial real property with the property owner in a principal amount sufficient to pay the costs of the energy improvements and any associated costs the bank or the third-party capital provider determines will benefit the qualifying commercial real property;

(3) Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program;

(4) Impose requirements and conditions on the financing to ensure timely repayment, including, but not limited to, procedures for placing a benefit assessment lien on a property as security for the repayment of the benefit assessment; and

(5) Require that the property owner provide written notice, not less than thirty days prior to the recording of any benefit assessment lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to this section.

(e) (1) The bank or the third-party capital provider may enter into a financing agreement with the property owner of qualifying commercial real property. After such agreement is entered into, and upon notice from the bank, the participating municipality shall (A) place a caveat on the land records indicating that a benefit assessment and a benefit assessment lien are anticipated upon completion of energy improvements for such property, or (B) at the direction of the bank, levy the benefit assessment and file a benefit assessment lien on the land records based on the estimated costs of the energy improvements prior to the completion or upon the completion of such improvements.

(2) The bank or the third-party capital provider shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program established by this section, including risks related to the failure of the property owner to pay the benefit assessment. The bank or the third-party capital provider shall disclose to the property owner the effective interest rate of the benefit assessment, including fees charged by the bank or the third-party capital provider to administer the program, and the risks associated with variable interest rate financing. The bank or the third-party capital provider shall notify the property owner that such owner may rescind any financing agreement entered into pursuant to this section not later than three business days after such agreement.

(f) The bank or the third-party capital provider shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount at the time the benefit assessment is made. Such interest rate, as may be supplemented with state or federal funding as may become

available, shall be sufficient to pay the bank's financing and administrative costs of the commercial sustainable energy program, including delinquencies.

(g) Benefit assessments levied and filed pursuant to this section and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. Such benefit assessment lien, shall be paid in installments and each installment payment shall be collected in the same manner as the property taxes of the participating municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies. Each such benefit assessment lien may be recorded and released in the manner provided for property tax liens and shall take precedence over all other liens or encumbrances except a lien for taxes of the municipality on real property, which lien for taxes shall have priority over such benefit assessment lien, and provided that the precedence of such benefit assessment lien over any lien held by an existing mortgage holder shall be subject to the written consent of such existing mortgage holder. To the extent any benefit assessment lien installment is not paid when due, the benefit assessment lien may be foreclosed to the extent of any unpaid installment payments due and owing and any penalties, interest and fees related thereto. In the event a benefit assessment lien is foreclosed or a lien for taxes of the municipality on real property is foreclosed or enforced by levy and sale in accordance with chapter 204, the benefit assessment lien shall be extinguished solely with regard to any installments that were due and owing on the date of the judgment of such foreclosure or levy and sale and the benefit assessment lien shall otherwise survive such judgment or levy and sale to the extent of any unpaid installment payments of the benefit assessment secured by such benefit assessment lien that are due after the date of such judgment or levy and sale.

(h) Any participating municipality may assign to the bank any and all benefit assessment liens filed by the participating municipality, as provided in the written agreement between the participating municipality and the bank. The bank may sell or assign, for consideration, any and all benefit assessment liens received from the participating municipality. The consideration received by the bank shall be negotiated between the bank and the assignee. The assignee or assignees of such benefit assessment liens shall have and possess the same powers and rights at law or in equity as the bank and the participating municipality and its tax collector would have had if the benefit assessment lien had not been assigned with regard to the precedence and priority of such benefit assessment lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such benefit assessment liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to this section and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

APPROVING RESOLUTION

**TOWN OF COLCHESTER
RESOLUTION TO APPROVE
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)
AGREEMENT**

WHEREAS, Section 16a-40g, as amended, of the Connecticut General Statutes (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

WHEREAS, the Act authorizes the Connecticut Green Bank (the “Green Bank”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

WHEREAS, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the Town of COLCHESTER and the Green Bank, as attached hereto, constitutes the written agreement authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED:

(a) that we, the Board of Selectmen, constituting the legislative body of the Town of COLCHESTER, hereby approve the C-PACE Agreement, and

(b) that First Selectman is hereby authorized and directed, on behalf of the Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY ("C-PACE") AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the **TOWN OF COLCHESTER, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, section 16a-40g, as amended, of the Connecticut General Statutes (the "Act") established the C-PACE program in Connecticut.

WHEREAS, subsection (b)(1) of the Act directs the Green Bank to establish a commercial sustainable energy program, and authorized the Green Bank to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Green Bank and the Municipality are authorized to enter into a written agreement, as approved by the Municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

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

Section 1 - Definitions.

- (a) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) participation in a microgrid, as defined in section 16-243y, including any related infrastructure for such microgrid, by qualifying commercial real property, provided such microgrid and any related infrastructure incorporate clean energy, as defined in section 16-245n, as amended by this act, (C) any renovation or retrofitting of qualifying commercial real property to reduce energy consumption, (D) installation of a renewable energy system to service qualifying commercial real property, or (E) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation, retrofit or installation described in subparagraph (C), (D) or (E) of this subdivision is permanently fixed to such qualifying commercial real property.

- (b) "District heating and cooling system" means a local system consisting of a pipeline or network providing hot water, chilled water or steam from one or more sources to multiple buildings.
- (c) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.
- (d) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.
- (e) "Benefited property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.
- (f) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.
- (g) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Green Bank.

- (a) Program Requirements. Pursuant to the Act, the Green Bank:

- (1) Shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act;

- (2) Shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Green Bank;

- (3) Shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
 - ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
 - iii. The total benefit assessment payments made to the Green Bank in respect of all qualifying commercial real properties; and

- iv. For each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
 - A. The date of the financing agreement;
 - B. The outstanding amount of the financing;
 - C. The total principal balance and accrued interest outstanding; and
 - D. The annual payment(s) due to the Green Bank (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) Shall establish the position of commercial sustainable energy program liaison within the Green Bank;

(5) Shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property;

(6) May use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program; and

(7) Shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) Project Requirements. If a benefitted property owner requests financing from the Green Bank for energy improvements under the Act, the Green Bank shall:

(1) Require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing;

(2) Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program; and

(3) Require that the property owner obtain the consent of any existing mortgage holder of such property, prior to the execution of the financing agreement or the recording of any lien securing a benefit assessment for energy improvements for such property, to have a Benefit Assessment Lien levied on the property to finance such energy improvements pursuant to the Act.

(c) Financing Agreement for Project. The Green Bank may enter into a financing agreement with the property owner of qualifying commercial real property (the "Financing Agreement"). The Financing Agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property. The Green Bank shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the Financing Agreement. The Green Bank shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Green Bank to administer the

commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Green Bank shall notify the property owner that such owner may rescind any Financing Agreement entered into not later than three business days after such Financing Agreement is executed by the property owner and delivered to the Green Bank. The Financing Agreement shall provide for the consent of existing mortgage holders for the Benefit Assessment Lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) Determination of Estimated and Final Benefit Assessments and Payments.

(1) Upon execution of the Financing Agreement, the Green Bank shall determine the total benefit assessment amount, including fees charged by the Green Bank to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Green Bank shall provide written notice of the total benefit assessment amount and interest rate to the Municipality.

(2) It is anticipated that the Green Bank will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Green Bank will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

- (a) Levy of Benefit Assessment. Upon receiving written notice from the Green Bank of the benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property to be benefited by the energy improvements financed by the Green Bank and described in the Financing Agreement, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment in the form of the attached Exhibit A ("Benefit Assessment Lien"). The Benefit Assessment Lien will have two attachments: (1) the legal description of the benefited property and (2) the Financing Agreement payment schedule provided by the Green Bank. As provided in the Act, the benefit assessments levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for recording the Benefit Assessment Lien. Such Benefit Assessment Lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.
- (b) Continuation, Recording and Release of Lien. As provided in the Act, each Benefit Assessment Lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such Benefit Assessment Lien. The Green Bank shall provide to the

Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(c) Assignment of Benefit Assessment Lien.

(1) Upon the written request of the Green Bank, the Municipality shall assign, in the form of the attached Exhibit B, to the Green Bank any and all Benefit Assessment Liens filed by the Municipality's tax collector, as provided in this Agreement. The Green Bank may sell or assign, for consideration, any and all Benefit Assessment Liens received from the Municipality. The assignee or assignees of such Benefit Assessment Liens shall have and possess the same powers and rights at law or in equity as the Green Bank and the Municipality and its tax collector would have had if the Benefit Assessment Lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such Benefit Assessment Liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Green Bank may sell or assign any and all Benefit Assessment Liens received from the Municipality under Section 3(c) of this Agreement to a trustee for the benefit of the holders of the Green Bank's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Green Bank's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Green Bank. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(d) Amendment of the Benefit Assessment Lien. Pursuant to the Financing Agreement, the final amount of the benefit assessment may be adjusted after the levy of the Benefit Assessment Lien. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, a change in the amount of capitalized interest, or an amendment to the Financing Agreement. In the event that the final benefit assessment amount needs to be adjusted at the completion of the project, or any other time, the Green Bank will inform the Municipality of such change, provide the Municipality with an updated payment schedule and new lien amount, and the Municipality shall amend the Benefit Assessment Lien to reflect such adjustment. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for amending the Benefit Assessment Lien.

(e) Billing and Collection; Payment to the Green Bank.

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access

to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Green Bank and identifying the Green Bank as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Green Bank or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide collection reports to the Green Bank, and the Green Bank, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Green Bank and Municipality agree to provide each other with such reasonable information as they may request and the Green Bank and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) Collection of Delinquent Payments.

(1) In the event that any benefited property owner fails to make a benefit assessment payment pursuant to the payment schedule of the Benefit Assessment Lien in any property tax billing cycle, the Municipality shall provide written notice to the Green Bank of such delinquency in a reasonably timely manner. After providing such notice to the Green Bank, the Municipality has no obligation to collect delinquent benefit assessment payments unless it enters into a separate agreement with the Green Bank described in the following subsection (2).

(2) If the Green Bank makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Green Bank may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the Benefit Assessment Lien securing the delinquent benefit assessments. The agreement may also provide that the Green Bank shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(3) The Municipality will provide written notice to the Green Bank of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Green Bank shall provide written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) Promotion of Program; Assistance for Green Bank Financing; Payment to Municipality.

(1) The Municipality shall use good faith efforts to assist the Green Bank in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Green Bank to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Green Bank agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Green Bank shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Green Bank agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Green Bank's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Green Bank, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

Section 6 - Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

- (a) Assignment or Transfer. Except as provided in Section 3(c) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Green Bank's bonds, notes or other obligations. If approval of the assignment by the holders of the Green Bank's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (b) Amendment and Termination. After the Green Bank sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Green Bank's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (c) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
- (e) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

Town of Colchester
127 Norwich Ave
Colchester, CT 06415
Attention: First Selectman

If to the Green Bank:

Connecticut Green Bank
845 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

- (g) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.

- (h) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.
- (i) Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.
- (j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

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

(SEAL)

ATTEST:

TOWN OF COLCHESTER

_____ By: _____
Mary Bylone, First Selectman

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the TOWN OF Colchester Connecticut ("Municipality"), with an office at 127 Norwich Avenue, Colchester, Connecticut, for and on behalf of the Connecticut Green Bank (the "Green Bank"), formerly known as the Clean Energy Finance and Investment Authority, with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and Green Bank dated _____, 20____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as _____ and described more particularly in the attached Exhibit A (the "Property"), situated in the Municipality and owned on the date hereof in whole or in part by _____ (the "Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements made or to be made to the Property pursuant to that certain Financing Agreement between Property Owner and Green Bank dated _____, 2015, as may be amended (the "Financing Agreement"). The amount and repayment of said levy and lien, as determined by Green Bank and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$ _____, with interest thereon at a fixed rate equal to _____% per annum, with equal installments of principal and interest due and payable pursuant to the Financing Agreement, all as set forth in the attached Exhibit B. In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien. For the purposes of this lien, the Green Bank and any future successors, assigns or heirs of such lien shall be bound by and irrevocably subordinated to any environmental land use restriction recorded on the land records of the Municipality pursuant to Conn. Gen. Stat. § 22a-133o after this lien is filed on the land records of the Municipality.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended.

By order of the Tax Collector of the Town of COLCHESTER.

Dated at _____, Connecticut this _____ day of _____, 20__.

Tax Collector

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ Land Records at Volume _____, Page _____

City/Town Clerk

EXHIBIT B

ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF COLCHESTER, a Connecticut municipal corporation (hereinafter referred to as "Assignor"), acting herein by _____, its Tax Collector, duly authorized pursuant to a Municipal Agreement dated _____, 20____, between the Assignor and the Connecticut Green Bank (hereinafter referred to as "Assignee"), in consideration of One Dollar (\$1.00) and other valuable consideration paid to Assignor by the Assignee, the receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto Assignee, without warranty covenants and without recourse, all of its right, title and interest in and to that certain benefit assessment lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by the _____ Tax Collector on the _____ Land Records, on property owned on the date hereof in whole or in part by _____ and as described on Exhibit A and also commonly referred to as _____, attached hereto and made a part hereof (the "Lien"), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as a municipality by Connecticut General Statutes Section 16a-40g, as amended.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations powers and duties as the Assignor and the Assignor's Tax Collector would have with respect to the Lien, if the Lien had not been assigned with regard to precedence and priority of such lien, the accrual of interest, charges, fees and expenses of collection, pursuant to Connecticut General Statutes Section 16a-40g, as amended.

This Assignment by the Assignor is absolute and irrevocable and the City/Town shall retain no interest, reversionary or otherwise, in the Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ of _____, 20_____.

Assignor

By _____
Tax Collector

STATE OF CONNECTICUT))
COUNTY OF _____)

ss.: _____

On this the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, Tax Collector, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as said Tax Collector.

Commissioner of the Superior Court

**TOWN OF COLCHESTER
PLANNING AND ZONING DEPARTMENT**

TO: Mary Bylone, First Selectman
Board of Selectmen

FROM: Matthew R. Bordeaux, Planning Director *MRB*

DATE: February 26, 2021

RE: Lebanon Avenue Streetscape Improvements – Design Consultant Services

Introduction

The Town of Colchester has been informed that its pre-application for the above noted project under the State of Connecticut Department of Transportation's 2020 Local Transportation Capital Improvement Program (LOTICIP) is eligible for funding. The pedestrian improvements along Lebanon Avenue in the area between the intersection of Windham Avenue and the frontage of the Four Seasons of Colchester apartments (343 Lebanon Ave) are projected to cost approximately \$640,000. The Town is responsible for engineering costs associated with all phases of design (application, commitment to fund, design, utilities, permitting, ROW, final design submissions). The Town has been advised to provide a full application in conformance with CTDOT and COG guidance.

The Town's Departments of Planning and Zoning and Public Works have reviewed the scope of work and fees associated with the performance of design consulting services by Anchor, a Barton & Loguidice Company (formerly known as Anchor Engineering Services, Inc.) and are satisfied with the proposal. The design services for the project will be funded by the Town Aid Road Grants (TAR) program administered by the Public Works Department and are anticipated to cost \$18,600.

The decision to work with Anchor is the result of their experience with the Town, having recently completed the Halls Hill Road LOTICIP project, and their familiarity with the program requirements. Based on the program schedule and sequence of plan and application submittals, timing is significant due to the constraints placed on program applicants by the State.

Recommendation

Therefore, I am recommending the First Selectman waive the competitive bid requirements of the Town of Colchester Purchasing Policy. Further, I request the Board of Selectmen authorize the First Selectman to sign the agreement to authorize Barton & Loguidice, LLC to proceed with the services described in the letter dated February 22, 2021, attached.

Proposed Motion to waive competitive bid requirements:

Move to approve a Waiver of Request for Proposal/Competitive Bid Process due to the schedule and sequence of submittals associated with the LOTCIP program requirements.

Proposed Motion to award contract:

Move to award the contract for the performance of design services related to the Lebanon Avenue Streetscape Improvement Project to Anchor, a Barton & Loguidice Company and authorize the First Selectman to sign all necessary documents related to the performance of design services as outlined in the letter dated February 22, 2021.

MRB

R:\Grants\LOTCIP\2020\Anchor Engineering\BOS Authorization to FS.docx

Attach.



February 22, 2021

Mr. Matthew Bordeaux
Planning Director
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Re: Lebanon Avenue Streetscape Improvements Phase 3 - Design Consultant Services

Dear Mr. Bordeaux:

Thank you for considering us to provide the design services for Phase 3 of the Lebanon Avenue Streetscape Improvements. We are pleased to provide the Town of Colchester with the following scope of work and fees to perform design consulting services in support of this project;

- Prepare preliminary and final design plans along with bid documents suitable for the construction of sidewalks, crosswalks and streetscape amenities along Lebanon Ave., this work includes:

Sidewalks

- As-needed improvements of the existing sidewalk in the area between the Airline Trail Spur and the entrance to Dublin Village.
- Approximately 1,300 linear feet of new 5' wide sidewalk on the south side of Lebanon Ave, to the entrance of Sunset Vista Condominiums.
- New sidewalk on the north side of the road from the Highland Farms Drive intersection, east to the existing sidewalk in front of the Four Seasons Apartments.

Crosswalks

- Install two crosswalks, one across Elm Street and one across Lebanon Ave to the northeast corner of the Highland Farms Drive intersection.

Streetscape Amenities

- Install two pedestrian plazas, one on the west side of the Elm Street intersection and one on the east side of the intersection of Highland Farms Drive. It is anticipated that these plazas will be finished with stamped concrete and include a bench and landscaping.
- A three-sided bus terminal will be included at the Highland Farms Drive intersection.
- An existing concrete retaining wall located in the vicinity of 240 and 252 Lebanon Avenue will be reconstructed and the sidewalk widened.
- New period-appropriate, pedestrian-scale solar-powered street lights will be included. These lights shall match the current streetscape lighting within the Historic District located at the westerly extent of Lebanon Avenue.

Mr. Matthew Bordeaux
February 22, 2021



Page 2

We understand the Town has been working closely with CTDOT's District II office and we're in receipt of Mr. Andrew Morrill's comment letter dated June 12, 2017. We anticipate addressing these staff comments and continuing to work closely with Town staff to secure CTDOT permits and SECCOG approvals for this exciting project.

Our project fees are based upon working closely with Town staff to streamline the design, permitting and bidding phases so that all services can be completed within twelve (12) months of contract signing. Our fees for this work are as follows;

Preliminary Design & Cost Estimate	\$ 3,850
Final Design & Cost Estimate	\$11,250
<u>Coordination Mtgs. & Bidding Assistance</u>	<u>\$ 3,500</u>
Total Fees	\$18,600

Construction administration and inspection services will be billed hourly and will not exceed 15% of the final construction costs.

If you have any questions regarding the above or the enclosed information, please don't hesitate to contact me at (860) 633-8770.

Sincerely,

BARTON & LOGUIDICE, LLC

Kevin R. Grindle, ASLA, PLA
Senior Managing Landscape Architect

Mark M Zessin, P.E.
Senior Vice President

AUTHORIZATION TO PROCEED

Barton & Loguidice, LLC is hereby authorized by The Town of Colchester CT ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Signature
Town of Colchester

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, LLC ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



American Legion Post 54
VFW Post 6990

Mary Bylone

Town Of Colchester
First Selectman

Dear First Selectman Bylone,

The Parade Committee meets every March to begin a 4 month planning process necessary for the Colchester Memorial Day Parade. Last year the decision was made that we would not conduct the parade due to the uncertainty of events surrounding COVID. Today our town and state are moving in a positive direction regarding COVID but are still limited by the restrictions in place to discourage the spread of COVID.

We feel that it is in the best interest of the town to cancel the 2021 Colchester Memorial Day parade due to the uncertainty during the planning time and well-being of our at risk po

We are very much looking forward to redirecting our attention toward a special emphasis on observing the 20th Anniversary of September 11th and Veterans Day in November.

Thank you for your time and as always, feel free to contact us with any questions or comments you might have.

Sincerely,

Daniel Henderson
Daniel Henderson
Commander
American Legion Post 54

Digitally signed by Daniel Henderson
DN: cn=Daniel Henderson, ou=Army,
ou=CTARNG, email=dmhend@optlive.com,
c=US
Date: 2021.03.23 15:38:53 -0500'

A handwritten signature in black ink, appearing to read "C. Emerson".

Christopher Emerson
Commander
VFW Post 6990