



Town of Bolton

222 BOLTON CENTER ROAD • BOLTON, CT 06043
TELEPHONE (860) 649-8066 FAX (860) 643-0021

**BOARD OF SELECTMEN
TUESDAY, FEBRUARY 4, 2020
7:00 P.M. – TOWN HALL
REGULAR MEETING AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment.
4. Approval of Minutes:
January 14, 2020.
5. Appointments.
6. Correspondence.
7. Ongoing Business:
 - A. Subcommittee Reports.
 - B. Properties and Facilities Report.
 - C. Open Space Management & Acquisition.
 - D. Consideration and possible action on Budget Transfers and/or Appropriation Requests.
 - E. FY 20 Budget Report.
 - F. Other.
8. New Business:
 - A. Consider and possibly act on recommendations made by the Facilities & Public Safety Committee regarding the Bolton Heritage Farm Business Plan.
 - B. Consider and possibly act on the following draft resolutions:
 1. Supporting Bolton's Inclusion in the C-PACE Program.
 2. Supporting Bolton's Inclusion in the OPM Regional Performance Incentive Program.
 - C. Other.
9. First Selectman's Report:
 - A. Charter Revision.
 - B. Sustainable CT.
 - C. Economic Development Grant.
 - D. National Parks Service and WaRo.
 - E. Other.
10. Administrative Officer's Report:
 - A. Personnel Updates.
 - B. 300th Celebration.
 - C. Administrator's Goals.
 - D. Other.
11. Adjournment.

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**TOWN OF BOLTON
BOARD OF SELECTMEN
MINUTES
REGULAR MEETING TUESDAY, JANUARY 14, 7:00 P.M.**

		Present	Absent
First Selectman	Sandra Pierog	X	
Deputy First Selectman	Kim Miller		X
Selectman	Robert Morra	X	
Selectman	Mike Eremita	X	
Selectman	Robert DePietro	X	
Administrator (Staff)	Joshua Kelly	X	
Members of the Public	11	X	

1. Call to Order:

By: Sandra Pierog Time: 7:04 p.m. Place: Notch Rd. Municipal Center Rm. 9

2. Pledge of Allegiance:

All stood to recite the Pledge of Allegiance.

3. Public Comment:

No one wished to speak.

4. Approval of Minutes:

December 4, 2019 Special Meeting

Motion: Move to approve the minutes of the December 4, 2019, meeting as presented.

By: Morra

Seconded: Eremita

With the following corrections:

- Page 4, item C – for clarification purposes it should be the Bolton Heritage Farm Commission. And the \$22k funds must be utilized for the 300th Celebration on the farm.
- Page 5, item D, first paragraph, last sentence – change “theses” to “these”.

Motion: I amend my motion to approve the minutes of the December 4, 2019 meeting to incorporate these corrections.

By: Morra

Seconded: Eremita

Voting:

For: Pierog, Eremita, Morra, DePietro

Against: None

Abstain: None

5. Appointments:

A. Inland Wetlands Commission

Interested party: Andrew S. Gordan, Alternate

B. Conservation Commission

Interested parties: Matthew Rivers, Alternate, and Jean Laughman, Full Member

Kelly provided some information regarding the interested parties. The commissions will have full slates with these appointments.

Motion: Move to accept the appointments to the Inland Wetlands Commission and the Conservation Commission.

By: Eremita

Seconded: Morra

Voting:

For: Pierog, Eremita, Morra, DePietro

Against: None

Abstain: None

C. Other

Over 40 people responded indicating interest in serving on boards and commission through the Bolton questionnaire. Two of said volunteers have been appointed this evening.

John Weaver and Kate Chambers have expressed interest in serving on the Hartford Foundation Committee, although neither has submitted the Interest Form yet. A reminder may be in order. Two people have been appointed to the Foundation; with Weaver and Chambers the committee would need one more person to have a full complement. Morra thinks Jimmy Clark would provide good input to this committee.

6. Correspondence:

Pierog had some correspondence with Dan Buxon of Shady Lane. He wrote to express his opinion that the BOS should hold the line with not approving increases for non-union employees. He also opined that spending the \$8k on branding is not worthwhile. Pierog thanked him for his comments and invited him to this meeting.

7. Ongoing Business:

A. Subcommittee Report

Several items were discussed at the Finance meeting and the Administration meeting, such as the the Open Space Committee, a gun and lethal weapons policy, Narcan, and the student representatives to the BOS. This last item was forwarded to the BOE with no response

received, as yet. The Fire Commission may increase the number of people on it. The discussion on the Blight Ordinance continues. Some people have approached town officials about ATV noise, especially around the town center and Hebron Road.

The Human Resources Committee discussed the consideration of wage adjustments for non-union employees. There was a review of and discussion on the long-range strategic staffing plan as well.

B. Properties and Facilities

1. Bolton Heritage Farm Commission

Beth Harney, Bolton Center Road, presented, with other Commission members in attendance. Presentation materials were included in the meeting packet.

Harney began the presentation by reminding those present that the commission started in 2006. The mission was used to write the business plan. A list of capital projects was provided to outline the history of the work done and the progress that has been made on the farm. The Town has been awarded at the state level for these efforts. The current status of the buildings, grounds, and how the farm is being used was detailed, as was the current financial status. There needs to be some revenue sources to fund renovations on this large property. The intent is to make the farm as self-sufficient as possible. The Town is supporting the property through the Buildings and Grounds budget and with manpower. A fund has been created to support a variety of projects; that fund had a balance of \$58K at the end of 2019. Fundraising and event sponsorships have been undertaken in the past ten years. In-kind sponsorships have also been used. A project list is maintained and opportunities are taken as they occur. There are no reserve funds at the Town level, but the Commission recommends considering this for the future. Grants arise randomly and usually require matching funds. The barn has been the major focus while the farmhouse has suffered. Sustainable CT has a preservation and restoration fund for municipal buildings. The Commission is exploring what such funds could be used for on the property. The Commission has determined that the barn has the highest potential for revenue generation and to obtain funding. Revenue generation may be as a rental for public assembly and housing of historical farm implements and artifacts that have been found at the farm. The farmhouse is not unsalvageable, but the state does not need another house museum and it is not representative of any one period of time. The house will likely be a support building with such uses as a prep kitchen, storage, office space for a farm director or manager. The grounds close to Town Hall may be used to expand the buildings. There are opportunities to generate funds from field events – such as reenactments – and better management of the forest and fields on the 100 acres. The National Park Service is interested in The Rochambeau Trail. Ongoing efforts include a program plan being developed for the expanded use of the building, research of other funding sources, and explore uses of similar properties in other towns. This document is intended to grow and change.

DiPietro commented that the draft was very organized and thorough. It shows that much leg work has been done and done with a lot of love. Morra stated that the report was extraordinarily well done.

Pierog stated that there should be more discussion on this subject at the Facilities subcommittee with a two-way dialog on many items in the report with the consensus of the Board.

DiPietro asked how closely the Commission is working with the 300th Celebration? Commission member Fiano replied that they are working very closely with the reenactment group and there are aspects that are hoped to come to fruition with the grant with WaRo. Morra, Pierog, Kelly, Jim Rupert, John Butrymovich, Fiano, and the organizer for the reenactment have been and will continue to meet to discuss ideas. One of the goals of the National Park Service is to get interpretive signs posted.

There is no estimated time line when the barn may be able to be rented out for functions. The buildings have been stabilized. An architect and engineer are needed to get a plan together for the next steps. It may be viable to fix up sections of the barn and being able to use that portion as work on other portions proceed. Health and safety issues have to be resolved. There is a huge interest in people wanting to get out of the weather. Sara Nelson will start the study and she may find areas of concern that the Commission members have not surfaced. For example, she saw that a cross beam support is cracked. Each little piece has been worked over time. We all thought this was an impossible dream in 2008. We now are moving onto utilization of the property. An agreed upon business plan is needed to go after higher grants.

Eremita stated he does not want to see expansion of the Town Hall onto this property if it is going to look like a modern-style building. Morra added that one of the elements is a community septic system and entrance and agree for the Town Hall and the farm. Several town buildings are on systems that are quite old. Country Carpenters does a good job of building modern offices without looking like a modern building.

2. Other

The metal framing went up for the Town Garage. The wash room floor will be poured.

C. Consideration and possible action on Budget Transfers and/or Appropriation Reports

None

D. FY 20 Budget Report

Kelly pointed out that the percentage expensed is down 4% as compared to last year at the same time. Nothing sticks out to him that has not already been discussed.

Pierog asked why Highways and Streets is 55% expended. Kelly replied it is because of when sand and salt was paid for this year and last.

E. Branding Project

Kelly feels this is a worthwhile project despite the public comment. The resident made three points of why the project should not be approved – not being the right time, not getting a lot for the money, and that it is unmeasurable. Kelly feels this is the right time for the project, as marketing materials can show what Bolton is really like – a warm and welcoming community. A focus group can be used on how to deliver that message. This is the perfect time to get out a positive message to inspire pride. The request for quotes and what can be obtained from each has been presented to the BOS. Also provided in the Selectmen's packet is fifteen specific and measurable strategies for branding success, one being asking business owners if revenues are increasing. This is an easy return on the investment. Kelly has received great insight, tips and tricks from speaking to several towns. This is an investment in the community with the potential for real economic development. It is in Bolton's best interest to

pursue and get a group of people together that are passionate about the town. Two individuals have expressed interest in the focus group – Dorothy Hall and David Mitchell. Tanya has volunteered her service. Heidi Luck will be contacted. Kelly added that a real estate person may be valuable to the group and finding someone from the school side. DiPietro suggested someone from the agriculture sector to get more of a cross section of people as well as broadcasting the search through the town bulletin to get the word out to as many people as possible. A small business owner could contribute and/or from the Economic Development Commission. Consensus was obtained to set up and convene a focus group.

F. Other

None.

7. New Business:

A. Consider and possibly act on recommendations made by the Human Resources Committee regarding the following item(s):

1. General Wage Increase for Non-Union Personnel

Morra confirmed this is for a 2.75% increase with a couple of exceptions; those being Recreation summer help and Recreation regular help that are paid under \$11 hourly, election monitors, and some fire department positions. The salaries for First Selectmen, Deputy First Selectmen, Selectmen, and Town Administrator have been used as place holders, but not included those salaries in the general wage increase motion.

Motion: Move to approve this total wage increase for budgetary purposes; salaries with First Selectmen, Deputy First Selectmen, and Town Administrator to be formally set at a later date.

By: Pierog

Seconded: Eremita

Voting:

For: Pierog, Morra, DePietro

Against: None

Abstain: Eremita

Eremita explained that he abstains because he falls under one of the other categories (fire department).

B. Consider and possibly act on recommendations made by the Finance & Administration Committee regarding the following item(s):

1. Open Space Committee

There are no sitting members on this committee. Since it is a required committee by charter it is suggested we add an agenda item to the BOS of no less than quarterly. It was suggested that we discuss this with the Charter Revision Committee and if it does not make sense to require an open space committee to remove it from the charter. The BOS has initiated and acted on the open space opportunities for the past few years. Pierog stated that if we have it as a monthly agenda item it can be checked off and if someone does hear of an opportunity in their networking it can be surfaced.

Motion: Move that the Board of Selectmen adds “Open Space Management and Acquisition” to its regular meeting agenda no less than quarterly until such a time as the

Open Space Committee is reestablished or its responsibilities are otherwise assigned and the Conservation Commission and Planning and Zoning Commission be invited to comment.

By: Pierog

Seconded: Eremita

Voting:

For: Pierog, Morra, DePietro, Eremita

Against: None

Abstain: None

2. Gun & Lethal Weapon Policy

Morra commented that he feels such an ordinance would be premature. The goal is for people to have a sense of security when using town buildings. The library is set off by itself and is open at night has concerns of safety and security. However, Morra would like to look at another aspect before adopting a policy. The key component is training the staff on how to protect themselves should someone come into the facility with a weapon in a threatening manner. Initially we should speak to the resident troopers and ask that they go to the facility for a meet and greet. Training scenarios can be created for different situations. Having an ordinance without training provides only a sense of mental protection. There should be a plan, training, and have items in place to utilize to provide protection for yourself, your staff, and the public. Morra feels someone's best chance of survival in a threatening situation is having the training. The resident troopers may have a more cohesive suggestion.

Pierog commented that she thinks Morra's points are valid and she agrees with him about having training. Pierog does not remember discussing a fine for violating such a policy. Eremita thinks that meetings where people may get hot-headed are not great places to allow weapons. Eremita is happy to go along with having training first or in conjunction of adopting a policy.

Kelly reported that the Town Attorney opined there would be no way to enforce a fine unless a fine appeal board was in place.

Morra feels that Eremita was right to bring up this critical issue. However, teaching staff on how to survive a situation will make them feel safer. The library has rooms that could be used as safe rooms.

Motion: Move that we table the discussion on the policy until some training is conducted.

By: Morra

Seconded: DiPietro

Voting:

For: Pierog, Morra, DePietro, Eremita

Against: None

Abstain: None

3. Naloxone Policy

Kelly reported this will be distributed to all employees for the policy manual. The Fire Department will come and show how to use the simpler device that is now available. Eremita will provide some information to Kelly to update the diagram.

Motion: Move that the attached draft policy, entitled ‘Naloxone Inventory & Use’, be adopted after checking with Public Health that they do not have an issue with having it in the buildings.

By: Eremita

Seconded: DiPietro

Voting:

For: Pierog, Morra, DePietro, Eremita

Against: None

Abstain: None

C. Other

None

8. First Selectman’s Report:

A. Sustainable CT

Pierog stated that 2/3 of the actions on the list have been reviewed. Good ideas for future actions have surfaced.

B. Economic Development Grant

The draft report from Courtney Hendrickson should be distributed by the end of February.

C. National Parks Service and WaRo

The meeting is being rescheduled for mid-late February as the representative from the NPS has been called back to active duty.

D. Other

Charter Revision committee will have an organization meeting on January 30, 2020.

FOI training is scheduled for Monday, February 24, 2020 at 7:00 p.m..

CAPA meeting is set for January 27, 2020 at 7:00 p.m. at the BOE building.

Pierog will be meeting with the School Strategic Plan consultant on January 30, 2020. A public comment session will be held. The consultant is meeting individually with teachers and school staff.

9. Administrative Officer’s Report:

A. Personnel Updates

There are three postings – Handyman, Land Use Assistant, and Program Coordinator.

B. FY 2021 Budget

The first workshop will be next week.

A Citizen's Guide to the Bolton Town Budget is being suggested as a means to get out more information about the budget process if it meets the expectations of the BOS.

C. 300th Celebration

Meetings continue. The next event is Wednesday night at the library beginning at 6:30 p.m. for the history of naming of roads.

D. Administrator's Goals

Kelly continues to work on the High School Representative program. The Financial Policy manual has been made more efficient in its delivery of information and reduced from 45 pages to 16 pages; it will soon be presented to the Board. Morra gives a hoorah for this effort. The town survey has closed with 912 responses. Some of the responses has been distributed. Kelly is working to succinctly state the responses from the open-ended questions. He can provide a summary or the actual responses as the BOS desires.

E. Other

None

10. Adjournment:

Motion: Move to adjourn at 8:35 p.m.

By: Morra

Seconded: Eremita

Voting:

For: Pierog, Eremita, Morra, DePietro

Against: None

Abstain: None

Respectfully Submitted,

Yvonne B. Filip

Yvonne B. Filip, Board of Selectmen Recording Secretary

Please see minutes of subsequent meetings for corrections to these minutes and any corrections hereto.



Town of Bolton

7A

222 BOLTON CENTER ROAD • BOLTON, CT 06043
TELEPHONE (860) 649-8066 FAX (860) 643-0021

BOS FACILITIES & PUBLIC SAFETY SUBCOMMITTEE
TUESDAY, JANUARY 21, 2020
4:30 P.M. - TOWN HALL
SPECIAL MEETING MINUTES

The January 21, 2020 meeting of the Board of Selectmen's Facilities & Public Safety Subcommittee was called to order by Chair, Sandra Pierog, at 4:39 PM.

ROLL CALL

MEMBERS PRESENT: First Selectman Sandra Pierog, Selectman Michael Eremita, and Selectman Robert DePietro.

OTHERS PRESENT: Administrator Joshua Steele Kelly and members of the Bolton Heritage Farm Commission, including Chair Arlene Fiano and Secretary Beth Harney.

PUBLIC COMMENT

None.

AGENDA ITEM 4A – Consideration of and possible action on the Bolton Heritage Farm Business Plan.

DISCUSSION: Pierog asked Commissioners what they would like the next step to be in handling their draft business plan. Harney replied that the Commission would like to pursue a state matching grant that would provide funds for a survey of the barn. Discussion about grant opportunities and requirements attached to those grant dollars ensued. Eremita asked Commissioners if they felt the barn should be a priority over the farmhouse nextdoor, to which Commissioners responded that the barn would be more revenue-generating where the farmhouse would not, and thus it makes more sense to focus on the barn first, given that it is cost-prohibitive to pursue both at the same time. Eremita and DePietro expressed their support for the proposal, and Pierog stated that the subcommittee's next step would be to send it back to the full Board of Selectmen for final adoption.

CONSENSUS was reached to bring the business plan and grant application forward to the Board for full approval.

The Chair adjourned the meeting at 5:07 PM.

Respectfully submitted,

Joshua Steele Kelly, Administrator

See minutes of subsequent meetings for approval of these minutes and any corrections hereto.

7E

FY20 December 31, 2019	Adopted Budget	Revised Budget	Expense YTD	Balance	Encumbrance	Unexpended	% Expensed	FY19	FY18	FY17
Administration	\$ 628,858.00	\$ 637,710.63	\$ 287,568.38	\$ 350,142.25	\$ 10,271.70	\$ 339,870.55	45.95%	49.88%	49.35%	47.54%
Board of Finance	\$ 2,200.00	\$ 2,200.00	\$ 290.00	\$ 1,910.00	\$ -	\$ 1,910.00	13.18%	13.18%	10.68%	17.05%
Financial Administration	\$ 225,920.00	\$ 225,920.00	\$ 102,173.69	\$ 123,746.31	\$ -	\$ 123,746.31	45.23%	46.56%	40.00%	44.21%
Auditing	\$ 26,500.00	\$ 26,500.00	\$ -	\$ 26,500.00	\$ -	\$ 26,500.00	0.00%	0.00%	0.00%	21.74%
Assessor	\$ 78,730.00	\$ 78,730.00	\$ 36,570.75	\$ 42,159.25	\$ 653.76	\$ 41,505.49	47.28%	46.45%	45.02%	44.14%
Tax Collector	\$ 105,210.00	\$ 105,210.00	\$ 46,441.30	\$ 58,768.70	\$ 211.64	\$ 58,557.06	44.34%	48.73%	43.77%	45.33%
Fringe Benefits	\$ 908,062.00	\$ 899,209.37	\$ 407,531.01	\$ 491,678.36	\$ -	\$ 491,678.36	45.85%	47.88%	49.35%	48.72%
Data Processing	\$ 119,490.00	\$ 119,490.00	\$ 29,258.20	\$ 90,231.80	\$ -	\$ 90,231.80	24.49%	46.88%	45.89%	46.86%
Town Clerk	\$ 118,290.00	\$ 118,290.00	\$ 56,406.43	\$ 61,883.57	\$ 3,540.00	\$ 58,343.57	50.68%	52.44%	50.45%	46.51%
Land Use	\$ 297,098.00	\$ 297,098.00	\$ 144,575.88	\$ 152,522.12	\$ 6,750.00	\$ 145,772.12	50.93%	47.74%	44.98%	47.28%
Planning & Zoning	\$ 6,580.00	\$ 6,580.00	\$ 437.54	\$ 6,142.46	\$ -	\$ 6,142.46	6.65%	9.78%	13.88%	13.07%
Zoning Board of Appeals	\$ 1,440.00	\$ 1,440.00	\$ 281.69	\$ 1,158.31	\$ -	\$ 1,158.31	19.56%	4.51%	26.73%	4.51%
Property Insurance	\$ 137,705.00	\$ 137,705.00	\$ 75,756.25	\$ 61,948.75	\$ -	\$ 61,948.75	55.01%	64.80%	64.60%	65.87%
Probate	\$ 5,673.00	\$ 5,673.00	\$ 5,673.00	\$ -	\$ -	\$ -	100.00%	96.67%	0.00%	98.95%
Inlands/Wetlands	\$ 2,235.00	\$ 2,235.00	\$ 556.68	\$ 1,678.32	\$ -	\$ 1,678.32	24.91%	18.75%	33.17%	18.35%
Economic Development	\$ 2,000.00	\$ 2,000.00	\$ 730.00	\$ 1,270.00	\$ -	\$ 1,270.00	36.50%	34.25%	17.50%	32.00%
Elections	\$ 42,495.00	\$ 42,495.00	\$ 10,853.87	\$ 31,641.13	\$ -	\$ 31,641.13	25.54%	43.27%	28.06%	33.97%
Parks/Town Building Ops	\$ 775,762.00	\$ 775,762.00	\$ 303,355.00	\$ 472,407.00	\$ 19,540.42	\$ 452,866.58	41.62%	39.64%	39.94%	35.72%
Police	\$ 392,077.00	\$ 392,077.00	\$ 2,946.13	\$ 389,130.87	\$ -	\$ 389,130.87	0.75%	0.08%	0.26%	0.30%
Fire	\$ 190,113.00	\$ 190,113.00	\$ 79,382.29	\$ 110,730.71	\$ 50,648.54	\$ 60,082.17	68.40%	60.77%	53.49%	54.24%
Animal Control	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 500.00	\$ -	\$ 500.00	85.71%	85.71%	85.71%	0.00%
Fire Marshal	\$ 16,171.00	\$ 16,171.00	\$ 1,373.90	\$ 14,797.10	\$ -	\$ 14,797.10	8.50%	10.43%	34.30%	48.70%
Highways and Streets	\$ 1,048,802.00	\$ 1,048,802.00	\$ 464,957.31	\$ 583,844.69	\$ 115,318.10	\$ 468,526.59	55.33%	47.86%	52.62%	56.75%
Public Building Commission	\$ 540.00	\$ 540.00	\$ -	\$ 540.00	\$ -	\$ 540.00	0.00%	0.00%	0.00%	12.04%
Public Health Admin	\$ 32,840.00	\$ 32,840.00	\$ 13,914.36	\$ 18,925.64	\$ -	\$ 18,925.64	42.37%	41.41%	41.50%	40.02%
Seniors / Social Services	\$ 160,208.00	\$ 160,208.00	\$ 75,845.30	\$ 84,362.70	\$ 4,000.00	\$ 80,362.70	49.84%	49.40%	44.55%	40.74%
Library	\$ 294,205.00	\$ 294,205.00	\$ 147,758.82	\$ 146,446.18	\$ 10,280.89	\$ 136,165.29	53.72%	56.17%	56.88%	57.12%
Recreation	\$ 33,185.00	\$ 33,185.00	\$ -	\$ 33,185.00	\$ -	\$ 33,185.00	0.00%	100.00%	0.00%	0.00%
Conservation	\$ 1,625.00	\$ 1,625.00	\$ 760.00	\$ 865.00	\$ -	\$ 865.00	46.77%	47.05%	48.25%	37.46%
Open Space	\$ 645.00	\$ 645.00	\$ -	\$ 645.00	\$ -	\$ 645.00	0.00%	0.00%	0.00%	0.00%
Waste Collection	\$ 533,076.00	\$ 533,076.00	\$ 233,844.87	\$ 299,231.13	\$ -	\$ 299,231.13	43.87%	45.16%	45.53%	44.36%
Totals	\$ 6,191,235.00	\$ 6,191,235.00	\$ 2,532,242.65	\$ 3,658,992.35	\$ 221,215.05	\$ 3,437,777.30	44.47%	48.42%	47.88%	46.11%

Agenda Item Summary

Date: February 4, 2020
To: Board of Selectmen
Prepared By: Joshua Steele Kelly, Administrative Officer
Subject: Bolton Heritage Farm Business Plan

Background

The Facilities & Public Safety Committee reviewed the Heritage Farm Business Plan at their meeting on Tuesday, January 21st, and recommended that it be adopted in-full as the guiding document for future decisions made regarding the Heritage Farm.

Discussion/Analysis

Adopting the business plan as a guide going forward is not a commitment on the part of the Board of Selectmen to fund a specific amount of money to restore and otherwise renovate the two structures on the site of the Heritage Farm, but it is rather a statement that future decisions will be made with the Plan in mind and a signal to the Heritage Farm Commission that they should tailor their activities to furthering the goals laid out in the Plan. This plan has the potential to be revenue-generating in the long-run and will make use of otherwise defunct structures.

Financial Impact

The goal of this plan is to invest significant amounts of money in renovating and restoring both the Barn and the Farmhouse located on the site of the Heritage Farm. Thus, capital costs will be associated with those projects, though the full extent of those costs is not easily estimated at this time. There is also an opportunity to make a profit off of rental fees that can be charged for use of the Barn and Farmhouse once each respective property is made usable.

Recommendations

If the Board is in agreement, the following motion is recommended for approval:

“MOVE that the Board of Selectmen accepts the attached Bolton Heritage Farm Business Plan for the record and adopts it as a guide in all future decisions made regarding the Heritage Farm, until such a time as the Plan is either amended or replaced.”

Attachments

1. Bolton Heritage Farm Business Plan.

Bolton Heritage Farm Business Plan

Rev. 1-7-20

1. Description of the Farm

Bolton Heritage Farm is a 103-acre, municipally-owned property located at 266 Bolton Center Road, in the center of Bolton, Connecticut directly behind the Town Hall municipal complex and the Bolton Congregational Church. The property consists of 12 acres including an historic 1830s house and 1908 English style post and beam barn with adjacent outbuildings, and 90+ acres of permanently preserved farm fields and woodlands, with property along Bolton Center Road, Steeles Crossing Road and the Hop River Rail Trail [see map Appendix A].

2. History of the Property

Earliest records about the farm indicate that it was designated as the Ministers Farm when Bolton was large enough to afford a minister (17 active members) in the 1720's. As a 20-year old Yale divinity school graduate, Reverend Jonathan Edwards came to Bolton and preached his first sermon. At a town meeting on May 27, 1723, residents voted to ask him to become the first pastor in Bolton.

Rev. Jonathan Edwards was considered New England's finest mind during the period before the American Revolution known as the "Great Awakening." He spoke eloquently about what he called "the pursuit of happiness," an idea that became part of the Declaration of Independence. Edwards specifically links his watershed religious experiences to Bolton, no doubt in the fields of the parsonage, which later became the Bolton Heritage Farm.

Although Rev. Edwards never did settle in Bolton, the farm became the home of several ministers, including Rev. George Colton, who at 6'8" tall, towered over everyone and became known as the "High Priest of Bolton." He served Bolton for 49 years. During his tenure at the farm, he reportedly entertained General George Washington, several French and Continental Army officers, and had General Rochambeau as an overnight guest. The farm is known as Encampment #5 on the Rochambeau Revolutionary Route (WaRo), when over four nights in June of 1781, four regiments of Rochambeau's troops camped on the farm on their way to Yorktown. The encampment fields have remained undeveloped since 1781, the only pristine site left in the State of Connecticut.

During the 19th century the farm was owned by the Sumner family, and used most notably by George Sumner, a Wadsworth Atheneum benefactor, mayor of Hartford and lieutenant Governor. The 1927 donation of nearly \$2 million was given to the Atheneum, America's oldest public art museum, in the names of the wives of the two Bolton brothers, Francis and George Sumner. The Ella Gallup Sumner and Mary Catlin Sumner Collection remains the most extensive collection of paintings at the Wadsworth Atheneum today. The Sumner family sold the farm in 1922 to the Rose family, who then operated Valley View dairy farm on the property until 2000.

The farm property including the house, barn and various outbuildings was acquired by the Town of Bolton in August of 2000. A stewardship committee was formed to identify a strategy for use and care of the farm. Their initial report dated August 21, 2002 found that buildings and grounds were in disrepair, and the funding needed to bring the property back to viable status was not immediately available from municipal sources. The town leased the property to a young dairy farmer in exchange for promised improvements to the property in lieu of rent. After several years the arrangement deteriorated without the promised improvements and the farm became vacant at the end of 2004.

In September 2005 the town called for a Public Hearing, requesting citizen input for the use of the farm. Although many ideas were put forth, no consensus was reached. In April of 2006 a volunteer organization of town residents and benefactors, the Friends of Rose Farm, began a series of work parties and lobbying efforts with the town to stabilize the barn and restore the grounds for public use. After several months of removing trash and debris, cutting weeds and brush from stone walls and many meetings with town officials, volunteer efforts were rewarded in November of 2006, when the Town of Bolton passed an ordinance establishing the Bolton Heritage Farm Commission [BHFC] to identify feasible future uses for the farm as an historic, cultural, agricultural and passive recreation destination for people of all ages. The ordinance also created the Heritage Farm Fund for the "preservation, restoration, development and maintenance of the BHF...inclusive of land and buildings." The commission was seated in May of 2007, and has been focused on raising public awareness and securing sources of funding which have been used to preserve and protect the town's investment in the farm and its buildings.

During the previous decade, the Bolton Historical Society was also working with State and Federal agencies to bolster the farm's status. During the years that the Rose family owned the farm, revolutionary artifacts were found by private individuals allowed to use metal detectors, and some have been preserved and catalogued. In 1998 the State of CT sponsored an archeological survey of the Fifth Infantry campsite based on the original French campsite maps, using metal detecting equipment. About 50 recorded artifacts were found within a small area of the lower campsite. In 2009, the federal government declared the Washington-Rochambeau Revolutionary Route, now known as WaRo, the first National Historic Trail running through Connecticut. Bolton's campsite #5 is the ONLY pristine (undeveloped) site remaining on the route in our state, offering potential for recognition at the national level. Both the barn and the farmhouse have been designated on the National Register of Historic Places.

In the summer of 2008, the BHFC conducted a comprehensive study of the structural integrity and historic significance of the Barn and the farmhouse on the property. The study was performed by Nelson Edwards Company Architects of Branford, Public Archaeology Survey Team [PAST, Inc.] of Mansfield, and Gible Norden Champion Brown Consulting Engineers of Old Saybrook, and has become the guiding document for all future work. The study cited estimated historical dating of the house from the 1830's with possible features from a much earlier structure. The barn, built in 1908, is a well-preserved example of an English style barn, which has been modified over the years to reflect the changes in farming needs and practices throughout the 20th century.

The Nelson Edwards study included immediate and eventual goals for the town to consider in order to preserve the structures, many of which have been pursued by the commission. A complete list of all capital improvement projects, sources of funding and dates of completion can be found in Appendix B attached. Below is a summary list of projects accomplished through BHFC efforts on the buildings and grounds at the farm.

- Friends of Rose Farm volunteers hand-cleared hundreds of linear feet of stone walls from 2006 to 2015, to free them of invasive vegetation and return the farm to the appearance from over 300 years ago. Much of this work is now able to be completed by the town crew with mowers and brush hogs.
- The CT Environmental Review Team, a voluntary consortium of experts from multiple disciplines convened to perform an assessment of the property and delivered a formal report on October 2010, including details on specific flora and fauna at the farm.
- Stabilization of the brick foundations of the barn, and repairs to sill and carrier beams on the north side of the barn near the double doors, utilizing barn grant matching funds from the CT Trust for Historic Preservation was completed between 2010 and 2011.
- Replacement of the barn roof and cupola was initially completed in 2012 through grant funding matched with town funds. After an arson fire in 2015, a more extensive roof and exterior repair project, including structural supports, door repairs, new sheathing boards on the barn, and rebuilding of the Milk Shed, was completed, funded by town capital funds and insurance proceeds.
- In an attempt to kickstart improvements to the farmhouse, town funds and in-kind donations from a local contractor were used to replace the porch on the farmhouse in 2018. The work was performed by Country Carpenters, who donated materials to bring the porch back to its original condition.
- Both the house (2018) and the barn (2017) were painted in recent years in an effort to improve the appearance and, in the case of the house, prolong the integrity of the structure in advance of a more intense effort to remove the exterior finishes, upgrade/ repair windows and sills and return the house to a habitable condition.
- The farmhouse roof was stripped and replaced in 2019, including plywood sheathing boards and insulation, utilizing a generous donation from the Bolton Historical Society and town maintenance funds.
- Through the efforts of Gwen Marrion of the Bolton Land Trust, the commission received a 10-year USDA Wildlife Habitat Incentive Program Grant (WHIP), to improve un-fragmented grassland habitat for native species of birds and other wildlife. This grant reimbursed work performed by town staff at the farm to clear invasive trees and shrubs from the open fields, and to reimburse the cost of professional removal experts with heavy equipment, who removed the Tree of Heaven forest bordering the woodland areas. This work was facilitated by Friends of Rose Farm volunteers who removed much of the animal fencing so that crews could mow without risk of entanglement in wires. The grant has now ended, but town staff

continue to manage the open space grasslands by annual mowing in late summer, after the nesting season for various bird species has ended.

In 2018, the Town of Bolton was recognized by the Connecticut Trust for Historic Preservation with a Connecticut Preservation Award for its ongoing stewardship of the Bolton Heritage Farm. In her nominating statement, Sara Nelson wrote: ... [the Town of Bolton] shows extraordinary vision, commitment and perseverance by a municipality to preserve a nationally important historic site, working agricultural landscape, and the vanishing built environment of a New England Farm. “

3. Current Status of Farm Components

The purchase of the 103-acre Bolton Heritage Farm was achieved by a combination of municipal funds and an open space grant from the State of Connecticut Department of Environmental Protection Land Acquisition Fund. The use of Open Space funding requires that 90+ acres of the property known as Parcel B remain as open space in perpetuity. The 12 acres of Parcel A surrounding the house and the barn were purchased with town funds only, and can be developed for municipal uses. The farm is also under archeological restrictions on below surface excavations except where approved and under the guidance of professional archeologists pursuant to the State Archeological Survey completed in 1998.

The barn has been stabilized structurally and the upper portions are now weathertight. The lower portions are still in the condition left behind when the farmer vacated in 2004. The cow stalls and some of the milking equipment are still in place, although in disrepair. One concrete silo remains on the property; only the foundation of another silo remains.

The 2-1/2 story farmhouse has suffered from being vacant since 2004, and from extended periods of damp. Interior plaster walls and ceilings have mold/mildew damage, and floor boards are soft and not sustainable for public use. The exterior clapboard and shingles are no longer weathertight, and the original stone/ dirt foundation is in need of repair to keep water and vermin from the structure. Potable water cannot be extracted from the original well, there are no working sanitary lines, and electrical service has been terminated. Windows, some with original antique glass, are not energy-rated or secure.

The farm has limited parking and roadway access, and both are in need of grading and finish to maintain their surfaces. The town does an admirable job of maintaining these facilities, but is handicapped by their rough condition.

The farm has benefited from several Boy Scout projects, including many volunteer hours at Friends of Rose Farm work parties. A complete list of Eagle scouts, their projects and dates can be found in Appendix C. The 1½ mile Rose Trail, which encircles the farm and includes a spur to the Hop River Rail Trail, was cut and marked as an eagle project, including two water bars to manage the stream flow, tree blazes, post blazes and a trailhead sign. The trail is now maintained for passive recreation by the town crew. Another Eagle Scout cleaned years of desiccated manure and construction debris off the cement pad behind the milk barn, in the hopes of making the area useable for events in future. Also added were picnic areas, benches and a boardwalk over a lowland area, which was replanted with native species to

encourage wildlife utilizing WHIP grant guidelines. A recent scout eagle project installed an online weather station at the farm. Other projects are in development to improve landscaping and habitat areas.

Local area enthusiasts have found many unique ways to use the farm. The Tolland County Plein Air art group uses the farm as a painting location. A local Bee-keeper is using the farm for her beehives. The summer cross country racing series sponsored by Silk City Striders uses the farm for 7 weeks in July and August and donates a portion of their proceeds to the farm fund. Bird watchers and star gazers find that dawn and dusk watching is unparalleled. Local school groups are toured by Bolton Land Trust volunteers to learn about science, nature and history of the town and the farm. Families have made memorial donations of plantings or benches in memory of loved ones. And many dog walkers, horseback riders, mountain bikers, cross country skiers and walkers of all ages enjoy the trail at all times of the year for a peaceful walk or visit just to refresh.

There is still much work to do to bring the farm to its full potential. There is no running water or sanitation available at the farm, and limited electricity, just enough to power a pole light and modest fire security system for the house and barn. The house is currently uninhabitable and not watertight, and the barn is not fit for public assembly, as it must meet health and safety codes as well as engineering requirements. The parking area is limited and in fair condition. All of these aspects must be addressed before the buildings can be fully utilized. The commission continues to work on putting available grants, local expertise, volunteers and town funds to use to bring this iconic place back to life, preserving it for future generations.

4. Current Financial Position

The property is currently owned by the Town of Bolton, and all costs for operations, maintenance and repairs are generally paid for with town funds, either through the Building and Grounds budget, the Heritage Farm Fund or capital monies secured by the town from grants or bond issues. The farm brings in small revenues from a lease with a local farmer for agricultural uses such as corn and hay production annually.

It is the opinion of the BHFC that our ultimate goals for improvements at the farm must include a component of revenue generation to offset the continuing nature of maintenance and repairs that a 100+ acre property with 2 substantial buildings will always require.

a. Building and Grounds Budget

This line item in the town's annual operations budget is managed by the Town-wide Facilities Director, currently John Butrymovich, and is used primarily for maintenance of the areas which are under stabilized management, such as mowing the trail, keeping the stone walls clear of brush and weeds, plowing and re-grading the parking areas, emptying trash

from barrels, keeping the rudimentary electrical system functional to operate the security lighting and fire alarm system, repairing any minor damage to the buildings, etc. Town staff may also manage any capital project that is approved and funded by the town or grant monies at the property. Historically, volunteer groups such as the Friends of Rose Farm and Bolton Boy Scouts have made other improvements, but this is not the primary way that work is completed at the farm at the current time.

b. Heritage Farm Fund

When the town established the Heritage Farm Commission, they also established a fund to hold any revenues generated by the farm as well as gifts, memorial bequests, and monies raised on behalf of farm projects. It is expended by recommendation of the commission and approval of the Board of Selectmen to fund more significant projects, and as matching funds for grants which require them. The balance as of 12/31/19 is \$58,233.

c. Fundraising and In-Kind Sponsorship

Over the years the BHFC has undertaken several fundraising efforts for targeted projects at the farm.

- Initially the Friends of Rose Farm raised \$14,000 from private individuals in town to kickstart several projects in 2006, including barn stabilization, field maintenance, clearing of historic stone walls and bringing attention to the historic and environmental significance of the farm in our community. A residual amount remains for a project to be determined by the Friends.
- The Bolton Historical Society has reserved net sales proceeds from their historic publications about Bolton history for improvements on the farmhouse. A gift of \$8575 was given in 2019 which, supplemented with town funds, was used to replace the farmhouse roof.
- The BHFC began a 'Pitch in Lincolns for History' campaign under the leadership of Patricia Morianos, the initial designated commission member from the Bolton Historical Society when BHFC was convened in 2007. This fund has raised almost \$3500 since that time, most of it from the collection of coins in plastic bottles donated by townspeople, and by donations to Rosie the Cow at various town functions. The money is available for use as determined by the commission – see below.
- Using funds raised by these and other donations, the BHFC has created mugs, picture cards featuring farm scenes either by photograph or original artwork, and other natural items that are sold at town events such as Family Day, Winter Faire and our annual Farmers Market and Tractor Show to raise awareness of the farm.

As our vision for the farm expands, the projects are just getting larger, and more significant fundraising efforts are being planned and discussed. One method that has great potential is in-kind sponsorship. When the White's Glass business was winding down in 2018, the

owners donated their inventory of antique glass for future use at the farmhouse when windows will be replaced/ repaired. Through collaboration with Country Carpenters, who donated the materials, and with town funds to cover the labor costs, the BHFC orchestrated the replacement of the farmhouse porch in 2018. This required the approval of the State Historic Preservation Officer, as the porch was replicated as closely as possible to its original condition. The house was then painted professionally to improve its overall appearance and stabilize the building exterior while a formal plan is developed for its eventual use. The commission suggests utilizing this same in-kind sponsorship strategy to secure other improvements to the buildings, including replacement of siding, windows and doors, interior finishes, etc.

The BHFC is also suggesting targeted fundraising in recognition of those sponsoring work for the improvement of the farm. In order to secure a weathertight enclosure at the farmhouse, exterior shingles and clapboards must be removed and windows and sills replaced. Residents and businesses could be encouraged to 'buy a window' at an estimated cost of \$600 (Country Carpenters, 2018) to facilitate this project.

The possibilities for a public/ private partnership between residents and the town budget to gradually fund needed repairs is a strategy worth further exploration.

d. Capital Improvement Fund

For all buildings and improved grounds under its ownership and care, the town maintains a capital improvement fund allocation to hold grant monies, bond funds and other designated capital for necessary improvements. These funds are available by approval at town referendum for specific projects on a very selective basis. Although recommended by town staff every year in the budget process, there are currently NO funds reserved for farm improvements of any kind.

The BHFC suggests that even a modest amount set aside annually in reserve for future improvements will facilitate the town's ability to access state and federal grant monies when those funds are available.

e. Grant Funding

The State of Connecticut and the Connecticut Trust for Historic Preservation have been the source of significant funding for farm improvement projects through various grant programs. The BHFC and the town have utilized these grants, most of which require matching funds of 50% of the grant amount, to fund structural and architectural studies of the buildings; development of plans and repairs to the barn foundations, sheathing and roof; archeological oversight of foundation repairs; maintenance of the fields and grounds as continuous wildlife habitat; and other projects. [See Appendix B for more details]

The barn has been the beneficiary of the majority of these grant programs, as the preservation of barn structures has been a major State initiative across Connecticut. Currently, as a result of these grants, the Connecticut Council on Culture and Tourism has a 15-year easement on the barn which requires approval over any changes to the structure or interiors, which expires in 2027. The BHFC continues to review available grant opportunities for the property as a means of undertaking continuous improvements to meet its eventual goal of upgraded public use of the facilities.

As the BHFC continues to search for available funding, we have become aware that many more grants are available to non-profit, 501C-3 organizations than to municipally owned projects. In our opinion, the town should consider a formal collaboration with local registered non-profit organizations with similar goals and objectives to expand our opportunities for public and private funding – see Section 6 – Strategies for more details.

5. Ultimate Goals for Use(s) of the Farm

The Bolton Heritage Farm is at the center of Bolton's historic, rural, and agricultural legacy and was purchased to protect and enhance this aspect of our town and community. But ownership of such a large property encumbered by two historic structures is a weighty endeavor for a small town whose primary tax base is residential in nature. In order to preserve the farm for future generations, we believe it is critical to place the farm into broad public use. The current status of the farm as a picturesque place to walk, run, ski, paint or just be at peace in a natural setting does not play to the full potential of this asset. Our vision for the farm includes opportunities to fully utilize the buildings and grounds, and to generate additional revenue to support these upgraded uses.

To paraphrase from the Nelson Edwards study of 2008, the Town of Bolton has charged the BHFC to articulate the way they wish to interpret this site, and its significance to Bolton's past, present and future. There are many options to consider – its Revolutionary and religious history; almost 300 years of continuous agricultural practices; its uniqueness as a large, contiguous natural landscape in the heart of a developed community; its natural beauty - which includes sweeping vistas of Connecticut's Quiet Corner by day and astrological splendor of the sky at night. To quote the report:

“Because the site and buildings have been altered over time, they are not purely representational of any one time in particular, and their greatest strength and most compelling story, is the sense of three centuries of overlapping history.”

This statement will become our guiding principal as we seek to develop the farm and its surroundings; that the power of the Bolton Heritage Farm is in its past history, its present uses and its future potential – all weighted as equal components of its place in Bolton's legacy.

a. The Heritage Farm Barn

The most common request received by the commission today is for use of the barn as a gathering place. Currently the barn is approved by the town and its underwriters for utility only, that is, for storage. In order to bring the barn up to a standard that would allow for public assembly there are many life safety and practical improvements that will be necessary. But the barn will be the center of any significant use upgrade and revenue-generating opportunity for the farm.

We envision a time when the barn can hold town ceremonies and celebrations such as Memorial Day or 9-11 commemorations, Heritage Day or Family Day celebrations; private events such as barn dances, farm-to-table dinners and wedding receptions; educational functions such as summer camp classes or public meetings and receptions, even corporate functions. Of course, this will require management and coordination, but it is our hope that over time the barn can be the beneficiary of phased improvements that will allow for more developed functions to be held there.

b. The Heritage Farm House

The farmhouse has been unoccupied since 2004, and the building's lack of heat or use of water, sanitary and general upkeep has taken its toll. Mold, damp and mildew from an insecure roof, loose windows and porous foundations have accelerated the deterioration of the interiors, and the house is currently not habitable. Historic dating of the current structure places the house as of 1830's construction but, as was common at the time, there is evidence of timbers and other features that date from a much earlier time. However, as the structure is not solely of Revolutionary War vintage (18th century), there are few grant opportunities available for the needed improvements, as there have been for the barn.

Complicating the picture further, there has been no clear strategy for use of the farmhouse. The Bolton Center Study undertaken with STEAP grant funds was very clear - the state does not need another house museum, and those currently operating are struggling to find funds to maintain their current use. Homes, particularly of this age, do not structurally support public or storage use, such as for a library or office. As the house is not currently habitable as a rental property for commercial or residential use, there are limited ways that the building can be put into service, particularly if it must eventually be self-supporting.

This dilemma has prolonged efforts by the BHFC to employ a viable improvement strategy. For today, our goal is to bring the building to a structurally sound, watertight and safe condition, with an eventual use as a support building for the upgrades contemplated for the barn. This will initially include storage or office headquarters for the management and coordination of barn functions, but could ultimately be the prep kitchen facility that supports events held at the barn. The remnants of electricity, water, sanitation and kitchen operations exist at the house, and the rooms while small can be retrofitted to accommodate this use more easily than carving up space in the barn. Eventually, the house may even

become a residential base of operations for a farm manager, or house town officials on site as an adjunct facility proximal to town hall.

c. Grounds, Fields and Woodlands

The grounds immediately contiguous to the buildings and under the easement for municipal use will need to be improved to support the proposed uses of both buildings if the strategies outlined above are to be successful, and the cost of these improvements must be considered as part of the overall plan. The town crew has been diligent in grading the parking areas and entrances after winter snow and seasonal rains take their toll, but permanent upgrades to allow for ample parking and access by emergency and support vehicles must be considered a priority in the eventual improvement plan.

The Vibrant Communities study outlined a plan to utilize the upper field and Pistritto property to hold an expanded, engineered septic field and stormwater management system to support expansion and improvements to our current Town Hall. Also proposed are connected parking and access ways from the Town Hall complex on the Pistritto property, which lies between the two parcels, which would then support development of the farm. If the town were to go forward with these projects, it would greatly enhance the opportunities outlined above for expanded uses of the barn and the farmhouse.

The BHFC would continue to expand the established trail system connecting the farm to the East Coast Greenway/ Hop River Rail Trail, allowing for more year-round use of the farm by runners, walkers, equestrians and cross-country skiers. An interpretive sign program sponsored by a Bolton High School capstone student and the National Park Service is already in the early stages of development to bring awareness to significant aspects of the farm's agricultural, environmental, historical and scientific significance. The farm can be highlighted as a showplace of continuous farming history in Bolton and Connecticut, perhaps by using sections of the barn such as the milking parlor, calf stalls and milk shed to house exhibits to enhance the interpretive signage on the grounds. Bringing more visitors to Bolton who may then stay and sample our local businesses is a way to increase revenues for the town in a sensitive manner, in keeping with our rural character.

Of course, the BHFC also supports the continued use of the fields and woodlands for passive recreation activities already outlined, but would like to explore the expanded use of the grounds for scouts and youth group outings, school field trips, encampments and re-enactments, in keeping with our rich history as the 5th camp on the WaRo. All this is possible if the grounds can be improved to support increased traffic and activity.

In future, the BHFC can look forward to collecting revenue for events held at the farm. For example, Revolutionary War re-enactments, such as the event planned to celebrate Bolton's Tricentennial in 2020 are usually fee-generating to underwrite the cost of hosting the participants. Attendants at the Annual Farmers Market and Antique Tractor show could be charged a modest donation for the privilege. As use guidelines are established and the

facilities are improved, fees could be charged for various requests, such as wedding ceremonies and other gatherings.

Finally, the BHFC and Bolton Land Trust pulled together an Environmental Review Team made up of state experts in the natural sciences, and a formal report was completed in 2010 analyzing the natural features of the farm. While the topography of the acreage is not ideal, there is still the potential to harvest trees from the open space lands as part of a comprehensive forest management plan. While some of the fields are in farm production, there are others that could be improved slightly with drainage or rock removal to expand the agricultural use of the farm fields for grazing or crops. The Wildlife Habitat Incentive Program grant from the Federal Department of Agriculture has improved the continuous unfragmented grassland habitat for birds and small animals. This may attract the bird watching community if properly promoted.

6. Strategies for Reaching Bolton Heritage Farm Goals

- A. Determine the appropriate 'USE' category of each building on the site and the building code improvements that must be achieved to meet each standard.
 1. Meet with town zoning official to understand code compliance issues at the barn to convert use from utility to public assembly; compliance issues at the house to upgrade from residential to business.
 2. Develop a phasing plan to meet each required code issue with the assistance of professional town staff and architectural advice.
NOTE: There is a HPTAG grant available to fund this strategy; the BHFC is prepared to submit the grant application upon approval of this opportunity by the BOS.
- B. Monitor state grant opportunities to improve the farm buildings and grounds
 1. Architectural design grants for planned code improvements
 2. Design and completion grants for farmhouse improvements and foundation repairs
 3. Upgrades to grounds/ parking/ drainage and septic/ stormwater issues as outlined in the Vibrant Communities document
 4. Agricultural grants for expansion of crop or grazing uses and habitat improvements
- C. Develop RFP for architectural plans to improve the barn and farmhouse on a phased program for enhanced public use.
 1. BHFC suggests using Nelson Edwards due to their familiarity with the asset, state requirements and historic structures.
 2. Include structural, MEP and ADA compliance issues
- D. Develop a list of qualified contractors and quotes for specific projects at farm buildings and grounds once ABC items are completed.

- E. Investigate other similar farm projects around the state and region to determine:
1. Ownership Structure – are there any municipally owned projects that cooperatively hold non-profit status to advantage?
 2. Financial status – how are they sustainably funded?
 3. Programming – how are the facilities used and by whom?
 4. Operations and management – how are the facilities run and by whom?
 5. Marketing - how are they promoted?
 6. Any other aspects that might be applicable to the Bolton Heritage Farm.
- F. Explore fundraising opportunities and in-kind sponsorships to accomplish next steps
1. Which local vendors might be utilized to support needed capital improvements?
 - a. Farmhouse windows and exterior siding upgrades
 - b. Exterior landscaping and walkways
 - c. Parking areas and drainage
 - d. Electrical and life safety updates
 2. How can smaller improvement projects be marketed to individuals and groups?
 - a. Clean out of calf stalls and milking parlor
 - b. Interior painting and finishing of exhibit areas
 - c. Exterior plantings and signage

[INSERT APPENDIX A and B]

APPENDIX C – List of Troop 73 Eagle Service Projects at Bolton Heritage Farm

- 2007 **Gavin Harney** Created Rose Trail, 1.5-mile loop of the farm fields and connection to Hop River Rail Trail/ East Coast Greenway with woodland spur. Created trailhead sign, blazes, water bars and cleared trail areas of invasive species, stones, etc.
- 2008 **Eric Bousfield** Built and installed a picnic table at the northwest turning of the trail, and benches and seating area at the Oak Grove after clearing trail areas of plantings and invasive species.
- 2009 **Daniel Sheridan** Cleared the cement slab behind the barn and milking parlor of many years of desiccated manure and plant growth, including trash and debris from former farming uses.
- 2013 **Evan Schumaker** Built and installed a footpath from the lower field across a wetland area to facilitate the creation of an extended habitat area for birds and wildlife.
- 2013 **Jarret Neddow** Planted and created protective screening for native species of plants and shrubs to attract local grassland birds and wildlife species on the lower fields, after installation of the wooden footpath made this achievable.
- 2018 **Michael Sonntag** Installed and established an internet connection for a weather reporting station on the east end of the milking parlor, to create a local weather monitoring station for central Bolton.

Agenda Item Summary

Date: February 4, 2020
To: Board of Selectmen
Prepared By: Joshua Steele Kelly, Administrative Officer
Subject: C-PACE

Background

The Commercial Property Assessed Clean Energy (C-PACE) Program is an offering by the Connecticut Green Bank that allows for commercial properties in town to receive loans for the purposes of installing eco-friendly technologies as a means of reducing the property's carbon footprint. The loans are repaid through an assessment placed on the given property, which ultimately means that the town must consent to participate in the program before any commercial properties in Bolton can take advantage of this offering.

Discussion/Analysis

The C-PACE program is fairly straightforward from the town's perspective in that, aside from processing the assessments, there is little to no net impact on our daily operations. Given this small impact and the fact that adopting the attached resolution would allow commercial properties in town to have access to this resource at no charge to us, there is little "down side" of which to speak.

In addition to the benefit of offering this resource to our commercial land owners, participating in the C-PACE program can earn the town as many as 20 points towards our Sustainable CT Certification.

Financial Impact

This will likely result in our Tax Collector's Office taking time to process assessments that come in, but the overall impact is expected to be low and will not result in any direct financial impacts for the town. All costs associated with upgrading our software to allow for assessments to be processed and billed will be covered by the Green Bank.

Recommendations

If the Board feels that the attachments should be reviewed by Committee, it is recommended that the item be referred to the Finance & Administration Committee. If the Board is in agreement that the Resolution be adopted as presented, the following motion is recommended for approval:

"MOVE that the Board of Selectmen adopts the attached Draft Resolution Approving Bolton's Inclusion in the C-PACE Agreement."

Attachments

1. C-PACE Draft Resolution; and
2. C-PACE Draft Agreement.

Draft Resolution
Approving Bolton's Inclusion in the
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 Agreement between the Town of Bolton and the Green Bank, as attached hereto, constitutes the written agreement authorized by the Act.

Now, Therefore Be It Resolved that we, the Bolton Board of Selectmen, constituting the legislative body of the Town of Bolton, CT, hereby express our approval of entering into the C-PACE agreement, such as that attached; and that

The 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 _____, 2020, by and between the **TOWN OF BOLTON, 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:

Attention: First Selectman
Bolton Town Hall
222 Bolton Center Road
Bolton, CT 06043

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 BOLTON, CONNECTICUT

_____ By: _____
Sandra W. Pierog, 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 Bolton, Connecticut (“Municipality”), with an office at 222 Bolton Center Road, Bolton, 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 City/Town of _____.

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 CITY/TOWN OF _____, 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

Agenda Item Summary

Date: February 4, 2020
To: Board of Selectmen
Prepared By: Joshua Steele Kelly, Administrative Officer
Subject: OPM Regional Performance Incentive Program

Background

After much review and discussion, the Capitol Region Council of Governments (CRCOG) Policy Board has decided to move four different application packages forward to the Office of Policy & Management (OPM) for funding under their Regional Performance Incentive Grant Program. Of those four applications, three are applicable to Bolton. In order to participate in the grant, CRCOG has asked that each municipality that wishes to take advantage of prospective funds please review and adopt the attached draft resolution.

Discussion/Analysis

The four projects being put forward by CRCOG at this time are a request for region-wide Planimetric data, school/municipal back office consolidation cost/benefit analyses and implementation plans, transit-oriented development and deal structuring assistance, and projects pertaining to the rail lines running through Hartford.

Given that the rail line is not something that greatly concerns Bolton, that item has not been listed in the attached draft resolution as an item in which we are interested. The other projects, however, directly pertain to various facets of Bolton's operations and potential future endeavors, and it is recommended that the Board approve this resolution so that we may benefit from any monies to be granted through this process.

Financial Impact

In the event that one or more of the projects are funded and we adopt a resolution stating our interest in the funds, we may be able to receive thousands of dollars to further the aforementioned projects.

Recommendations

If the Board feels that the attachment should be reviewed by Committee, it is recommended that the item be referred to the Finance & Administration Committee. If the Board is in agreement that the Resolution be adopted as presented, the following motion is recommended for approval:

“MOVE that the Board of Selectmen adopts the attached Draft Resolution Approving Bolton's Inclusion in the OPM Regional Performance Incentive Program.”

Attachments

1. OPM Regional Performance Incentive Program Draft Resolution.

Draft Resolution
Supporting Bolton's Inclusion in the
OPM Regional Performance Incentive Program

Whereas Section 4-124s provides statewide incentive grants to regional planning organizations for projects that involve shared services; and

Whereas the Capitol Region Council of Governments is acting as a convener and facilitator of service sharing projects around the CRCOG region; and

Whereas on December 18th, 2019 the Policy Board of CRCOG passed resolutions authorizing development and submittal of an application packages to the State Office of Policy and Management for funding under the Regional Performance Incentive Grant Program, on behalf of the Council's member municipalities, and municipalities of other regions, which are participating in Council initiatives; and

Whereas, the Chief Elected Officials and municipal staff of the Capitol Region have developed a list of service sharing project proposals that will be included in this application package, to the benefit of individual municipalities and the region as a whole; and

Whereas the Town of Bolton has expressed an interest in taking part in the project proposal(s) entitled:

1. CRCOG Region-wide Planimetric Data;
2. School-Municipal Back Office Consolidation Cost Benefit Analyses and Implementation Plans; and
3. TOD Marketing and Deal Structuring Assistance.

Now, Therefore Be It Resolved that the Bolton Board of Selectmen does hereby endorse the above referenced Regional Performance Incentive Program project proposal and authorizes the Administrative Officer to sign all necessary agreements and take all necessary actions to allow for the Town's participation in this program.