1. Selectmen_Agenda_2021_02_25

   Documents:

   SELECTMEN_AGENDA_2021_02_25.PDF

1.I. Selectmen_Agenda_Packet_2021_02_25

   Documents:

   SELECTMEN_AGENDA_PACKET_2021_02_25.PDF
Board of Selectmen Virtual Meeting
Thursday, February 25, 2021
10 a.m.

AGENDA

Join Zoom Webinar

https://greenwichct.zoom.us/j/85696869487?pwd=QnZzU3NyNGREUTM0WWJnLy9GNlRlZz09
Dial-in: 1 646 518 9805
Webinar ID: 856 9686 9487
Password: 1732112

1. Welcome and Pledge of Allegiance

2. Approval of Minutes
   a. Board of Selectmen special emergency meeting January 31, 2021.
   b. Board of Selectmen special emergency meeting February 2, 2021.
   c. Board of Selectmen special emergency meeting February 3, 2021.
   d. Board of Selectmen special emergency meeting February 6, 2021.
   e. Board of Selectmen special emergency meeting February 8, 2021.

3. First Selectman’s Updates – Fred Camillo

4. Selectmen’s Updates – Selectwomen Lauren Rabin and Jill Oberlander

5. Old Business
   a. Edgewood Rive loading zone update – Town Planner Katie DeLuca.
   b. Amend ordinance creating Energy Management Advisory Committee to reflect members will serve staggered terms – Barbara Heins, Executive Assistant to the First Selectman
6. New Business

a. Replacement of Sound Beach Avenue bridge over Laddins Brook – DPW Senior Civil Engineer Gabriella Circosta Cohee.

b. Eversource easement for 451 Steamboat Road – Assistant Town Attorney Aamina Ahmad.

c. Flag installation Greenwich Avenue; update on Greenwich Avenue valet parking – Sebastian Dostmann, Alyssa Bonomo, John Dent.

d. Code of Ethics amendments – Assistant Town Attorney Aamina Ahmad.

e. License agreement for use of property by Greenwich Fire Department – Assistant Town Attorney Abby Wadler.

7. Adjournment

Fred Camillo
First Selectman

The Town complies with all applicable federal and state laws regarding non-discrimination, equal opportunity, affirmative action, and providing reasonable accommodations for persons with disabilities. If you require an accommodation to participate, please contact the Commissioner of Human Services at 203-622-3800 or demetria.nelson@greenwichct.org
Board of Selectmen Virtual Meeting
Thursday, February 25, 2021

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Town of Greenwich
Board of Selectmen Special Meeting

January 31, 2021
3:30 p.m.
Via Teleconference

DRAFT MINUTES

1. Call to Order.

The meeting was called to order at 3:32 p.m.

a. Attendance:
   a. First Selectman Fred Camillo - Present
   b. Selectwoman Lauren Rabin - Present
   c. Select-person Jill Oberlander - Present

2. New Business

Discuss and vote to approve declaration of Snow Emergency at the recommendation of Emergency Management Director Dan Warzoha.

Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to approve the Snow Emergency declaration effective at 8 p.m. January 31, 2021.

3. Adjournment

Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to adjourn the meeting at 3:35 p.m.

___________________________
Fred Camillo, First Selectman

___________________________
Prepared by Barbara A. Heins,
Recording Secretary
1. Call to Order.

The meeting was called to order at 2:14 p.m.

a. Attendance:
   a. First Selectman Fred Camillo - Absent
   b. Selectwoman Lauren Rabin – Present
   c. Select-person Jill Oberlander - Present

2. Old Business

Discuss and vote to lift declaration of Snow Emergency at the recommendation of Emergency Management Director Dan Warzoha.

Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to lift the Snow Emergency declaration effective at 3 p.m. February 2, 2021.

3. Adjournment

Upon a motion by Ms. Oberlander and a second by Ms. Rabin, the Board unanimously voted to adjourn the meeting at 2:15 p.m.

Fred Camillo, First Selectman

Prepared by Barbara A. Heins, Recording Secretary
Town of Greenwich
Board of Selectmen Special Meeting

February 3, 2021
3:00 p.m.
Via Zoom Meeting

DRAFT MINUTES

1. Call to Order.
   The meeting was called to order at 3:02 p.m.

   a. Attendance:
      a. First Selectman Fred Camillo - Present
      b. Selectwoman Lauren Rabin – Present
      c. Select-person Jill Oberlander - Present

2. Executive Session

   Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to move to
   Executive Session to interview candidates for Boards, Commissions and/or Committees.

   Also attending the Executive Session, Daniel Maggio, C. Jefferson Parker and Board Secretary Barbara
   Heins.

   Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to leave the
   Executive Session at 3:50 p.m.

3. Adjournment

   Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to adjourn the
   meeting at 3:51 p.m.

___________________________
Fred Camillo, First Selectman

___________________________
Prepared by Barbara A. Heins,
Recording Secretary
Town of Greenwich
Board of Selectmen Special Meeting
February 6, 2021
6:00 p.m.
Via Teleconference

DRAFT MINUTES

1. Call to Order.

The meeting was called to order at 6:02 p.m.

a. Attendance:
   a. First Selectman Fred Camillo - Present
   b. Selectwoman Lauren Rabin – Present
   c. Select-person Jill Oberlander - Present

2. Old Business

Discuss and vote to declare a Snow Emergency at the recommendation of Emergency Management Director Dan Warzoha.

Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to approve the Snow Emergency declaration effective at 8 p.m. February 6, 2021.

3. Adjournment

Upon a motion by Ms. Oberlander and a second by Ms. Rabin, the Board unanimously voted to adjourn the meeting at 6:04 p.m.

___________________________________
Fred Camillo, First Selectman

___________________________________
Prepared by Barbara A. Heins, Recording Secretary
Town of Greenwich
Board of Selectmen Special Meeting
February 8, 2021
8:00 a.m.
Via Teleconference

DRAFT MINUTES

1. Call to Order.

The meeting was called to order at 8:02 a.m.

a. Attendance:
   a. First Selectman Fred Camillo - Present
   b. Selectwoman Lauren Rabin – Present
   c. Select-person Jill Oberlander - Present

2. Old Business

Discuss and vote to lift the Snow Emergency at the recommendation of
Emergency Management Director Dan Warzoha.

Upon a motion by Ms. Rabin and a second by Ms. Oberlander, the Board unanimously voted to lift the
Snow Emergency declaration effective at 8 a.m. February 8, 2021.

3. Adjournment

Upon a motion by Ms. Oberlander and a second by Ms. Rabin, the Board unanimously voted to adjourn
the meeting at 8:04 a.m.

___________________________
Fred Camillo, First Selectman

___________________________
Prepared by Barbara A. Heins,
Recording Secretary
TO: Board of Selectmen  
FROM: Barbara Heins  
DATE: February 18, 2021  
SUBJECT: Amendment to Energy Management Advisory Committee policy  

The amendment will establish staggered term expirations of appointees for the initial establishment of the Committee.  

Please see the attached draft of the amended policy.  

Thank you for your consideration of this amendment.
TOWN OF GREENWICH
Office of the First Selectman
Town Hall
101 Field Point Road
Greenwich, CT 06830

BOARD OF SELECTMEN'S
ENERGY MANAGEMENT ADVISORY COMMITTEE

PURPOSE

The purpose of this policy is to establish the Board of Selectmen’s Energy Management Advisory Committee, which shall be responsible for advising the Board of Selectmen on matters relating to energy consumption and conservation.

SCOPE

This is a Town-wide policy that creates and governs the activities of the Board of Selectmen’s Energy Management Advisory Committee.

POLICY

The Town recognizes the environmental importance and financial incentives of responsible energy management, which includes reducing energy consumption, evaluating sustainable budgetary options, and developing target standards for evaluating energy efficiency. It is important that the Town leads the community in responsible energy consumption.

With publication of this policy, the Board of Selectmen, at their sole discretion, establishes the Board of Selectmen’s Energy Management Advisory Committee (herein “Committee”).

Membership, Eligibility, and Tenure
The membership of the Committee shall consist of seven (7) individuals who are:

- Electors of the Town of Greenwich
- Have expressed a concern and interest for and/or demonstrated expertise in energy and energy conservation
- Able to attend regular meetings and able to participate in producing reports and analysis

The Board of Selectmen appoints Committee members for three-year terms. However, upon initial establishment of the Committee, three (3) appointees will serve three-year terms, two (2) appointees will serve two-year terms, and two (2) appointees will serve one-year terms. The Board of Selectmen will designate one member to serve as Committee Chair. In addition to the seven appointed members of the Committee, the First Selectman or designee, a member of the Representative Town Meeting, a Board of Education member or designee, the Board of Estimate and Taxation Chair or designated board member, and the Director of Public Works or designee, shall be ex-officio members of the Committee. Ex-officio members shall have voting privileges.

The Board of Selectmen reserves the right to modify the composition of this Committee at any time and to remove current or appoint additional members at any time.
Meetings
The Committee shall hold regular meetings (at least quarterly). A schedule shall be filed annually with the Town Clerk and Board of Selectmen no later than December 31. The Board of Selectmen or Chair also may convene the Committee to advise upon a specific issue.

Responsibilities
The Committee shall have the following duties and responsibilities:

- The Committee shall interact as necessary with other Town departments, boards, and committees having an impact on energy-related issues and shall seek to coordinate the activities of and cooperate with responsible organizations concerned with promoting energy conservation.

- The Committee shall be responsible to the Board of Selectmen on matters relating to energy consumption and conservation and as such shall:
  - Set short- and long-term energy reduction goals for municipal buildings. And determine dates for milestones and devise a strategy to reach measurable outcomes.
  - Research and evaluate current energy requirements, costs and consumption of municipal buildings and services via energy audits for Town buildings and other means as determined to be appropriate.
  - Research and evaluate appropriate energy conservation technology, renewable energy options, and their adaptability to municipal use.
  - Facilitate an evaluation and propose changes of existing procurement processes and budgeting criteria to accommodate systems and maintenance uniformity, performance basis, maximize energy conservation, and submit a report to the Board of Selectmen.
  - Develop target standards of energy efficiency against which existing buildings will be measured and establish target standards for new or rehabilitated buildings. Recognizing these standards cannot be reasonably applied uniformly across all buildings and projects, the Committee shall evaluate each project against these target standards.
  - Make recommendations regarding suitability of target standards of energy efficiency for major facility renovation and new construction. Among other uses, these standards shall be used in association with requests for qualification, proposals, and bids, as relevant.

- Review, evaluate, and comment on capital improvement projects proposed and submit recommendations to the First Selectman.

- Research and evaluate regional, state and federal resources, incentives, and grants which relate to energy and energy conservation which may be available to both municipal government and the townspeople.

- Promote public education to help residents and commercial entities reduce energy consumption.

- The Committee shall provide the Board of Selectmen with an annual written report on or before September 1 of each fiscal year concerning Committee activities and shall present short- and long-range recommendations for action for appropriate officials of the Town. Said report shall include tabulations of (1) the energy cost savings obtained during the fiscal year as a result of the action of the Committee; (2) the cost incurred as a result of the Committee’s activities; and (3) energy savings obtained during the fiscal year in terms of greenhouse gas emissions or other appropriate measures.
• Establish and implement methods to generate community support for an effective Town-wide reduction in energy consumption.

• The Committee shall assume any other energy-related matters as may be assigned to it by the Board of Selectmen.

With approval of the Board of Selectmen, the Committee may establish guidelines and procedures for carrying out responsibilities and goals stated in this policy.
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

TO:         Board of Selectmen

FROM:       Gabriella M. Circosta Cohee, P.E., Senior Civil Engineer

DATE:       February 5, 2021

RE:         Replacement of Bridge No. 03954
            Sound Beach Avenue Bridge over Laddins Brook
            Town Project 12-17

AGENDA ITEM FOR BOARD OF SELECTMEN MEETING – 2/25/21
ROAD CLOSURE AND DETOUR; SOUND BEACH AVENUE

Attached for review by the Board of Selectmen is a proposed detour for work associated with the replacement of Bridge No. 03954, Sound Beach Avenue Bridge over Laddins Brook. The project involves the installation of several box culvert sections under Sound Beach Avenue and construction of wing walls on each side of bridge. In addition to culvert installation, various catch basins and manholes will be installed, curbing and sidewalk will be replaced, portions of Sound Beach Avenue will be repaved and new pavement markings will be applied. There will be new cast in place concrete parapets with stone masonry facing.

The project was designed by Weston and Sampson Consulting Engineers and will go out to bid in the next few weeks. Construction will commence in Spring of 2021.

The proposed construction is anticipated to last approximately 12 months, with culvert installation taking place in the summer of 2021 and final restoration occurring in the Fall of 2021. The majority of the work will occur during normal construction hours, Monday – Friday, 7am to 6pm and Saturdays, 9am to 5pm. The Department of Public Works is requesting to close a short stretch of Sound Beach Avenue at the bridge (approx. 200 L.F.) as shown on the attached Detour Plan and in accordance with the following information:

Sound Beach Avenue
• Complete closure (between rotary and driveway for 1& 2 Forest Ave)
• Traffic to be detoured in both directions
• Work requiring a detour will take place for approximately 3 months and will commence after July 6th with exact dates to be announced. Other work outside of those dates would utilize alternating one-way traffic during work hours with the help of police or flaggers and full two-way traffic outside of work hours.
• Detour is approximately 0.87 mile and will utilize Harding Road and Forest Avenue.

The Engineering Division has conducted several public meetings during the design phase of the project and will be notifying nearby residents of the project commencement through mailings. In addition, a project website will be set up to keep the public up to date on traffic disruptions and work schedule. Upon contractor selection and preconstruction meeting, the exact dates of the detour will be communicated to the board of selectmen.

cc w/ encl.:  Amy Siebert, Commissioner of Public Works
                James W. Michel, Deputy Commissioner of Public Works
                Peter Kurppiewski, Highway Superintendent
                Chief Jim Heavey, Greenwich Police Department
                Sgt. Patrick Smyth, Greenwich Police Department
                Joseph McHugh, Greenwich Fire Department
                Brian Koczack, Greenwich Fire Department
                Jim Syrotiak, Greenwich Emergency Medical Service
                Thomas Bobkowski, Board of Education
                Vicki Gregg, Board of Education
                Ben Branyan, Town Administrator
                Barbara Heins, Executive Assistant to the First Selectman
MEMORANDUM

TO:        Fred Camillo, First Selectman
          Jill Oberlander, Select-person
          Lauren Rabin, Selectwoman

FROM:      Aamina Ahmad, Assistant Town Attorney

DATE:      February 5, 2021

RE:        Eversource Easement for 451 Steamboat Road

Attached please find documentation concerning an easement from the Town to Connecticut Light & Power Company d/b/a Eversource Energy for Town property located at 451 Steamboat Road. This easement is required as a result of upgrades to the Police Pistol Range located at this property. Eversource has implemented a new procedure whereby the Town is required to grant an easement for the electrical distribution system which will be installed below ground at 451 Steamboat Road.

We look forward to answering any questions you may have at your meeting on February 25, 2021.

AA:pac
Attachments

cc:        Alan Monelli, Superintendent, BC&M
          Mark Marino, Deputy Chief of Police
          Barbara Schellenberg, Acting Town Attorney
January 21, 2021

Attorney Aamina Ahmad
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

Re: CL&P File No. W20146 – Electric Distribution Easement
Police Pistol Range, Steamboat Road, Greenwich

Dear Aamina,

The Connecticut Light and Power Company d/b/a Eversource Energy (CL&P) has received a request for electric service from the Town that will require an easement across private property.

As legal counsel for the requestor, please prepare the enclosed easement documents and preliminary certificate of title, which should list each encumbrance that relates only to the easement area. Have them executed and send me pdf copies for review. Once I have reviewed and approved them (including preliminary certificate or title policy commitment) I will notify you to proceed with the recording. At the same time, you should also have received the recordable mylar map directly from the surveyor. I would advise hanging on to the mylar until you are ready to record the other easement documents just in case there might be any further revisions. The address for the tax conveyance form is 107 Selden Street, Berlin, Connecticut, 06037 and the tax identification number is 060303850.

After recording, please send me town clerk-certified copies of all recorded documents, the original Corporate Resolution, if applicable, and the original Final Certificate of Title which should include, an explanation of only the encumbrances that only the easement is subject to, OR an original Title Insurance Policy. If we choose to require you to provide a title insurance policy, then it must be issued to Connecticut Light and Power d/b/a Eversource Energy for its easement interest in the amount of $100,000.00 and the non-interference language provided in this package must be added to the Schedule B. Any such final certificate of title or title policy must be in form and substance acceptable to CL&P. Also, please send me all original recorded documents from the Town if they are forwarded to you.

Your client will be responsible for any expenses incurred by you for providing this service. To avoid unnecessary expenses, CL&P will not install facilities or energize until all the requests, mentioned above, are completed and accepted by me. If there are any legal problems that might prevent you from providing the items requested, please call me to discuss possible solutions.

Sincerely,

Rocco G. Compitello

Rocco G. Compitello
Right of Way Specialist
860 665-2718
Rocco.Compitello@Eversource.com

Attachments
ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, TOWN OF GREENWICH, hereinafter called Grantor, hereby grants to THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS the perpetual right to construct, operate, maintain, repair, replace, relocate, remove and rebuild on, across, over, through and under the land hereinafter described herein (Easement Area(s)), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and other appurtenances useful for providing electric and communication (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor’s lands); the right to provide electric and communication, service by means of the same; and the right to enter and to cross the Grantor’s lands for access to and for the purpose of installing, inspecting, maintaining, repairing, replacing, relocating or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor’s lands on the east side of Steamboat Road in the Town of Greenwich, Connecticut, as more particularly described on a map entitled “Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Across the Property of TOWN OF GREENWICH C/O FINANCE DEPARTMENT, 451 Steamboat Road, Greenwich, CT 06830” Scale: 1” = 10’, Date: January 11, 2021, CL&P File No. W20146, Prepared by Ahneman Kirby Engineers, Surveyors, Planners, which map has been filed in the office of the Town Clerk of said Town of Greenwich, Connecticut, as Map No. __________

The Grantor agrees, except with the written permission of the Grantee, that: (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor’s premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this Easement, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or street lighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned by the Grantee to any communication or signal company or other contractor of the Grantee and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.
The words “Grantor” and “Grantee” shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) _____________ hand(s) and seal(s) to be affixed this _______ day of ___________________ 2021.

Signed, sealed and delivered in the presence of:

TOWN OF GREENWICH

Witness Print/Sign

______________________________________________ (L.S.)
By
It's

Witness Print/Sign

ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF ___________________________

S.S. ___________________________

On this _____ day of ___________ 2021 before me, the undersigned officer, personally appeared ___________________________ for TOWN OF GREENWICH who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor’s free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public Seal Required
My Commission Expires _______________
Barbara,

Seeing as we missed the deadline and forms for 2/10 please see the attached documents for 2/25.

- Valet Parking Recap / April May '21 Trial
- Stars and Stripes

Sebastian

---

Sebastian Dostmann
Sebass Events & Entertainment
O|203.542.0640
C|203.559.4415

New York | Greenwich | Palm Beach

an SCD Hospitality Company

CAUTION: This email originated from outside the Town email system. Do not click links or open attachments unless you have verified the sender and know the content is safe.
Greenwich Community Projects Fund
John Dent Parking Productions

Greenwich Avenue Holiday Valet Program

**Holiday Valet Recap**

**Saturday December 12, 2020**
*Weather: Rainy and Cloudy*
*Activity: Mild / Moderate*

*Detail:* No activity at either station.

**Sunday December 13, 2020**
*Weather: Partly Cloudy*
*Activity: Moderate*

**J Crew Station**
*Detail:* 3 total cars including one Shreve validation. All activity was between 1pm-3pm and all users were on the younger side.

**Arts Council Station**
*Detail:* No activity.

*Weekend summary:* We felt that many drivers assumed the valet was only for the location at which the station was set up. Many thought that it was only for Terra at the J Crew station and we felt this was especially true for the Arts Council station. The weather on Saturday also contributed to the Ave being slightly slower than it was on Sunday.

**Saturday December 19, 2020**
*Weather: Sunny*
*Activity: Moderate*

**J Crew Station**
*Detail:* 11 total cars including one Shreve validation. All arrivals came in between 12pm-3:30pm. Diverse demographic with majority being younger families.

**Arts Council Station**
*Detail:* 5 total cars. No validations.

**Sunday December 20, 2020**
*Weather: Rainy*
*Activity: Mild / Moderate*

**J Crew Station**
*Detail:* 6 total cars, no validations. All arrivals between 12pm-2pm. We had a couple of late arrivals but they were staying past 6, so we did not take them.

**Arts Council Station**
*Detail:* No Activity.
**Weekend summary:** Much better turnout and the J Crew station is clearly busier. Several cars were Terra customers who shopped as well. We felt that weather may have been a factor on Sunday.

**Overall Impressions:** We feel that in the future if we get the word out sooner and stress that the service is available to anyone, we'll see an increase. If we notify all of the retail and restaurant establishments as well, along with being past the pandemic we are confident that we can hit the projected numbers as we fine tune the service. Increased signage could also help. Bottom line, we think the interest is there.**

**Feedback:** User and nonuser feedback was overwhelmingly positive. We heard lots of compliments including:

“Great idea”

“You’re going to be very popular”

“I hope this is here every day”

The GM of Terra also expressed that he was happy to see the service near his establishment.

**Cost Impact:**

**John Dent Valet:** $0 based on relationship

**Parking Lot 1:** $0 based on relationship

**Parking Lot 2:** $0 based on relationship

**Marketing:** Funded by Greenwich Community Projects
Greenwich Avenue Valet
Pilot Program V2

Proposed Time Frame: April 2021 - May 2021

Considerations:
• Two(2) month run to get a real trial
• Start date should also depend on the Covid situation at the time
  • (we may want to push it if lots of restrictions are still in place)
• If after one month or four weekends there is no increase in use or interest the program could be terminated.

Details would remain the same as the Holiday Trial:
• Locations: J Crew & Senior Center Loop
• Dates & Times: Saturdays and Sundays from 12-6PM
• Parking: Use of Private Lots off of Greenwich Avenue

**Above notes are feedback from John Dent Jr. Parking Productions**
Stars and Stripes is an initiative executed by the Greenwich Community Projects Fund which brings a historic and patriotic flair to the Greenwich Avenue. In the late 1980s Greenwich Avenue merchants were each issued an American Flag, merchants put up their flag every morning on parking meters and took them down each night.

Greenwich Community Projects Fund (GCPF) is looking to bring this 1980s tradition back in a similar fashion. From Memorial Day - Labor Day and on Veterans Day GCFP will place roughly 32 Full Size American Flags on the Lamp Posts that line Greenwich Avenue from top to bottom. Each Flag will be illuminated at night by the street light above the flag.

**Presenter:** Greenwich Community Projects, Fund. aka. GWCHAVENUE

**Time Frame:** Memorial Day - Labor Day & Veterans Day

**Location:** Greenwich Avenue, Top to Bottom Lamp Posts

**Details:** Custom metal flag poles holders will be mounted to the top of the lamp posts, flag poles are made out of carbon fiber material for extra strength. Flags would be removed when high winds are expected.

For more information

GWCHAVENUE.COM

Greenwich Community Projects Fund, Inc. is a IRS Non Profit 501 (c) 3 organization. All donations are tax deductible to the fullest extent of the law.
MEMORANDUM

TO: Fred Camillo, First Selectman
    Jill Oberlander, Select-person
    Lauren Rabin, Selectwoman

FROM: Aamina Ahmad, Assistant Town Attorney

DATE: February 11, 2021

RE: Proposed Amendments To The Code of Ethics

Enclosed for your review is a draft proposal to amend the Code of Ethics at the suggestion of the Board of Ethics at its meeting on February 2, 2021.

We would appreciate this item being placed on your February 25, 2021 agenda for discussion. Thank you.

AA: pac
Enclosure

cc: Paul deBary, Chairman, Board of Ethics
    Barbara Schellenberg, Acting Town Attorney
ARTICLE 2. - CODE OF ETHICS.

Sec. 2-5. - Ethics Code established.

A Code of Ethics is established for all town officers.

(Ords. & Reg. § 6-1, 3/8/65.)

Sec. 2-6. - Definitions.

(a) As used in this Article:

1. Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town.

2. Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town.

3. Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town.

4. Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.

(Ords. & Reg. § 6-2, 3/8/1965.)

Sec. 2-7. - Gifts and favors prohibited.

No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(Ords. & Reg. § 6-3, 3/8/65.)

Sec. 2-8. - Conflict of interest; improper influence.

No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

(Ords. & Reg., § 6-4, 3/8/65.)

Sec. 2-9. - Disclosure of financial interests.

Within thirty (30) days after the end of each fiscal year each town officer having a substantial financial interest in one (1) or more transactions with the town totaling one two hundred dollars ($100,000) or more in the year, or such other threshold amount as may be established by the Board of Ethics from time to time, shall file a written statement disclosing his position as a town officer, the nature of his interest in each transaction and the total amount received or expected to be received from such transactions during such year. Such statements shall be signed under oath and in form prescribed by the
Board of Ethics and shall be filed in the office of the Town Clerk as promptly as possible after the town officer becomes aware of such interest.

(2) In lieu of filing reports as provided above, town officers may submit reports using an electronic system supervised by the Board of Ethics. Each town officer using such electronic system may be required to agree to the terms and conditions established for the use of the system. The Board of Ethics shall coordinate with the Town Clerk to ensure that appropriate details from reports made using any such system become part of the official records of the town and are made reasonably available to the citizens of the town in a manner consistent with the purposes of this Code.

(3) The Board of Ethics is authorized from time to time to evaluate the threshold for reporting provided for in this Section and to adjust the threshold to represent an insubstantial financial interest at the time the adjustment is made, as determined by the Board of Ethics in its reasonable discretion.

(Ords. & Reg., § 6-5, 3/8/65; RTM ____.)

Sec. 2-10. - Violation of Article as cause for removal.

The violation by any town officer of any of the provisions of this Article shall, upon recommendation of the Board of Ethics, constitute good and sufficient cause for proceedings for his suspension or removal from office.

(Ords. & Reg., § 6-6, 3/8/65.)

Sec. 2-11. - Membership; number; appointment.

There shall be established a Board of Ethics in and for the town.

(a) Composition. The Board shall consist of five (5) regular members. The members shall elect a Chairman and a Secretary.

(b) Eligibility. Members shall be electors of the Town of Greenwich and hold no other office.

(c) Appointment process.

(1) Members shall be nominated by the Board of Selectmen and appointed by the Representative Town Meeting.

(2) Vacancies in the membership of the Board shall be filled for the unexpired portion of a term in the same manner as regular and alternate appointments.

(d) Establishment of unique designations.

(1) Each of the five (5) appointed positions on this Board is assigned a unique designation to facilitate auditing of the appointment process over the course of time. Each designation contains a letter followed by a number. The teller identifies the category of membership; "R" indicating a regular member and, should this Board ever be assigned alternate members, "A" indicating an alternate member. The number following the letter uniquely identifies each position within the respective category.

(2) The initial association of position designations to names of appointed members shall be established by resolution adopted by the appointing authority, the Representative Town Meeting.

(e) Length and types of terms.

(1) Terms for appointed regular members and alternates shall be for a period of three (3) years.
(2) In the subsections below, "Current Term" refers to a term to which someone has been both appointed before January 1, 2018, and which appointment expires after January 1, 2018.

(3) When appointing a new member to this Board, the new member will receive the position designation previously assigned the person she or he is succeeding and such designation will be indicated on all notices of nomination and appointment including, but not limited to, the call and the minutes of the Representative Town Meeting, the agendas of the committees of the Representative Town Meeting and, where appropriate, the agenda and minutes of the Board of Selectmen.

(4) Effective January 1, 2018, Current Terms shall expire on June 30 and commence on July 1 according to the designations in subsection (f)(1).

(5) Each regular member and alternate member appointed heretofore and serving on January 1, 2018, shall continue to serve such term to which such member was appointed. Such term shall be extended to expire on June 30 following the date on which their current appointment was scheduled to expire.

(6) Appointed members of the Board shall hold office until their successors shall have been appointed and shall qualify.

(f) Designation of Board Positions.

(1) The positions for the five (5) appointed regular members shall be designated positions R1 through R5. These terms for these positions are defined as follows:

(R1): The Current Term for regular member (R1) shall expire June 30, 2018. Terms thereafter shall be for a period of three (3) years.

(R2): The Current Term for regular member (R2) shall expire June 30, 2018. Terms thereafter shall be for a period of three (3) years.

(R3): The Current Term for regular member (R3), shall expire June 30, 2019. Terms thereafter shall be for a period of three (3) years.

(R4): The Current Term for regular member (R4) shall expire June 30, 2019. Terms thereafter shall be for a period of three (3) years.

(R5): The Current Term for regular member (R5) shall expire June 30, 2020. Terms thereafter shall be for a period of three (3) years.


Sec. 2-12. - Complaints procedure; advisory opinion; report.

(a) The Board of Ethics shall receive all complaints of violations of this Article, shall investigate the same and, after giving the town officer concerned an opportunity to be heard, shall make such findings and recommendations as it may deem appropriate in each case.

(b) Upon written request of any town officer, the Board shall render an advisory opinion to such town officer with respect to this Article and shall include all such advisory opinions in its annual report with such deletions as may be necessary to prevent disclosure of the identity of town officers requesting the opinion.

(c) Within three (3) months after the end of each fiscal year the Board shall prepare and submit to the Board of Selectmen and to the Representative Town Meeting an annual report of its actions during the preceding year and its recommendations. Additional reports, opinions and recommendations may be submitted by the Board to the Board of Selectmen and the Representative Town Meeting at any time.
(Ords. & Reg., § 6-8, 3/8/1965.)
LAW DEPARTMENT MEMORANDUM

TO: Fred Camillo, First Selectman
Lauren Rabin, Selectwoman
Jill Oberlander, Select-person

FROM: Abby R. Wadler, Assistant Town Attorney

DATE: March 12, 2021

Re: License Agreement for Use of Property by
The Greenwich Fire Department

Fire Chief McHugh has identified several houses that can be used for training purposes. These house are slated for demolition, and the Chief has received permission to use the houses for training. Drills would include stretching of a hoseline, conducting searches for occupants, overhaul tactics (to check the walls and ceilings for any fire extension) and ladder placement.

Attached is a proposed License Agreement between the Town and the owners of the properties. The Town will obtain the proper insurance. In addition, the License Agreements contain terms in which the Town will indemnify the owners for damage other than to the property itself. Because of the inclusion of the indemnification, Board of Selectmen approval is requested.

The addresses of the properties are the following:

71 Havemeyer Place
255 Milbank Avenue
257 Milbank Avenue
259 Milbank Avenue
261 Milbank Avenue
263 Milbank Avenue

An Affirmative Action/Equal Opportunity Employer, M/F/HI
Please place this matter on the agenda of your next meeting.

Thank you.

ARW:sh
Encls.
cc: Barbara M. Schellenberg, Esq., Acting Town Attorney
    Timothy M. Herbst, Esq.
LICENSE AGREEMENT
FOR USE OF PROPERTY
BY
TOWN OF GREENWICH FIRE DEPARTMENT

THIS AGREEMENT entered into this ___ day of ______ 2021, between the
Town of Greenwich, a municipal corporation located in the County of Fairfield and State of
Connecticut, acting herein by Fred Camillo, its First Selectman, duly authorized, hereinafter
referred to as TOWN and 255 Milbank, LLC, a Connecticut limited liability company with an
address c/o Belpointe Capital, 125 Greenwich Ave, 3rd Floor, Greenwich CT 06830 hereinafter
referred to as PROPERTY OWNER.

WHEREAS, the TOWN desires to use certain property owned by the
PROPERTY OWNER for the conduct of fire training programs implemented by the
Greenwich Fire Department; and

WHEREAS, the PROPERTY OWNER has agreed to allow the TOWN's Fire Department
to use the property described herein, according to the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises of the premises hereto,
and of the mutual benefits to be gained by the performance thereof, the TOWN and the
PROPERTY OWNER hereby agree as follows:

1. The PROPERTY OWNER hereby represents that it is the owner in fee of the property
described herein; that no other party not named herein has any interest in such property that would
in any way permit it to object to the permission hereby granted for the use of such property; and
no consent, license or approval from any other person, entity or authority, which has not been
obtained, is or will be necessary for the execution and delivery of this Agreement and the
performance of the undertakings and obligations hereunder.

2. The property subject to the grant of permission hereunder is located at 255 Milbank
Avenue, Greenwich, CT 06830 (hereinafter referred to as the "PROPERTY").

3. The PROPERTY OWNER hereby grants permission to the TOWN, acting by and
through its Fire Department and any employees, trainees, and agents of the Greenwich Fire
Department, to use the PROPERTY to conduct fire training exercises pursuant to its fire training
programs.

4. The term of this Agreement, during which such use of the PROPERTY will be
allowed, shall commence on __________, 2021 and continue through demolition of the
buildings situated on the Property. The TOWN shall provide advance notice of the dates of
training to the PROPERTY OWNER.

5. The PROPERTY OWNER hereby acknowledges that, to the best of its knowledge and
based on the information reasonably available to it, there are presently no harmful, dangerous or
inherently unsafe conditions existing on the PROPERTY that may to any extent increase the risk
of harm or injury to person or property resulting from the TOWN's planned use of the
PROPERTY except as set forth herein. The PROPERTY OWNER is not required to perform
any tests, investigations or otherwise take action to ensure that the PROPERTY does not contain
any harmful, dangerous or inherently unsafe conditions. Further, the PROPERTY OWNER is
not responsible for ensuring that the PROPERTY is safe or non-dangerous during and
subsequent to the use of the PROPERTY by the TOWN.
Note, no utilities, including electric are available in the building, except water, which is currently operational in the building.

The PROPERTY OWNER acknowledges that it has an obligation to advise the TOWN of any such condition existing on the PROPERTY which it knows of or should know of in the exercise of reasonable care.

6. The PROPERTY OWNER acknowledges that the planned activities of the TOWN's Fire Department may cause or result in damage to the PROPERTY. The PROPERTY OWNER agrees to accept this risk of property damage and hereby releases the TOWN, the Greenwich Fire Department, their officers, employees and agents from, and hereby agrees to hold the TOWN, the Greenwich Fire Department, their officers, employees and agents harmless from and against any and all liability, costs (including attorneys' fees), claims of any nature whatsoever, including negligence claims, losses, damages and expenses related to the planned activities and any such damage to the PROPERTY that may arise out of or result from the planned activities of the TOWN or its Fire Department pursuant to the terms of this Agreement.

7. Except to the extent of the PROPERTY OWNER's responsibilities stated in Paragraphs 5 and 6 above, the TOWN shall be responsible for the safety of its employees, trainees and any person or property in close proximity to the PROPERTY who/that is injured as a result of the TOWN's use of the PROPERTY as defined hereunder, and shall indemnify and hold harmless the PROPERTY OWNER from and against any and all claims, losses, damages and expenses that may arise out of or result from the TOWN's use of the PROPERTY hereunder.

8. The PROPERTY OWNER agrees to be responsible to use reasonable efforts to keep third parties both off and away from the area of the PROPERTY, in order to minimize the risk of harm or injury to third parties and their property.

9. The TOWN shall a) secure, pay for and maintain the insurance policies, shown on the annexed Exhibit 1 hereto, in full force and effect during the term of this agreement; and b) Provide OWNER evidence of compliance as stated in the annexed Exhibit 1 hereto.

10. INDEMNIFICATION/HOLD HARMLESS
The TOWN shall, to the fullest extent permitted by law defend, indemnify and hold PROPERTY OWNER, its partners, directors, members, officers, employees, servants, representatives, consultants and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property, other than the PROPERTY defined herein, which shall be excepted from this indemnification, arising out of any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract, in connection with the operations of this agreement, its guests, invitees and contractors. The foregoing indemnity shall include injury or death of any employee of the TOWN, its' guests, invitees, and/or contractors and shall not be limited in any way by an amount of type of damages, compensation or benefits payable under any applicable Workers' Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this agreement.

Dated at Greenwich, Connecticut, the day and year first above written.
Signed, Sealed and Delivered in the Presence of:

Witness Signatures

TOWN OF GREENWICH

By: __________________________
    Fred Camillo
    Its First Selectman
    Duly Authorized

STATE OF CONNECTICUT) ss. Greenwich

COUNTY OF FAIRFIELD)

I

Personally appeared Fred Camillo who acknowledged himself to be the First Selectman of the TOWN OF GREENWICH, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the TOWN OF GREENWICH by himself as First Selectman, before me.

________________________________________
Commissioner of Superior Court
Notary Public

Signed, Sealed and Delivered in the Presence of:

Witness Signatures

255 MILBANK, LLC

By: __________________________
    Brandon Lacoff
    Member
    Duly Authorized

STATE OF CONNECTICUT) ss. Greenwich

COUNTY OF FAIRFIELD)

I

Personally appeared Brandon Lacoff who acknowledged himself to be the Sole Member of 255 MILBANK, LLC a Connecticut Limited Liability company, and that such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of 255 MILBANK, LLC by himself as Member, before me.

________________________________________
Commissioner of Superior Court
Notary Public
EXHIBIT 1

The TOWN shall not commence training activities until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by PROPERTY OWNER.

OWNER shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

1. Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the TOWN of their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. TOWN agrees to waive its right of subrogation against PROPERTY OWNER, PROPERTY OWNER'S agent and consultants. Failure of the TOWN to secure and maintain adequate coverage shall not obligate PROPERTY OWNER or its agents or employees for any losses.

2. Workers Compensation affording coverage under the Workers Compensation laws of the State of Connecticut and Employers Liability coverage subject to a limit of no less than $1,000,000 each employee, $1,000,000 each accident, and $1,000,000 policy limit.

3. Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of:
   - $1,000,000 Per Occurrence
   - $2,000,000 Products & Completed Operation Liability
   - $2,000,000 Bodily Injury and Property Damage Combined,
   - $2,000,000 per occurrence Personal & Advertising Injury
   - $2,000,000 General (per project) Aggregate per Form #CG25030509.
   - $100,000 Rented Premises Fire Legal Liability
   - $5,000 Medical Payment

The policy shall not contain exclusions relating to:
   a. contractual liability
   b. independent contractor's
   c. gravity related injuries
   d. injuries sustained by employee of an insured or any insured

The policy shall be written on an occurrence basis with no deductible. Policy shall be endorsed to name PROPERTY OWNER, its managing agent, and all other entities that may be reasonably required as "additional insured" and as shown below on the utilizing ISO Forms CG2010 and CG2037. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, insurance policy shall provide coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

- Additional Insured
  - 71 Havemeyer, LLC
  - 255 Milbank, LLC
  - 257 Milbank, LLC
  - 259 Milbank Avenue, LLC
  - 261 Milbank Avenue, LLC
  - 263 Milbank Properties, LLC
  - Milbank Property Partners, LLC
  - Pointe Residential Builders Milbank, LLC

4. Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of $1,000,000 combined and covering all owned, non-owned and hired vehicles. Policy shall include PROPERTY OWNER as additional insured.
Umbrella Liability Insurance for the total limit purchased by TOWN but, not less than a $5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover PROPERTY OWNER as additional insured.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of PROPERTY OWNER. All policies noted in above shall be written with insurance companies licensed to do business in the State of Connecticut rated no lower than A-8 in the most current edition of A.M. Best’s Property-Casualty Key Rating Guide.

EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, PROPERTY OWNER shall receive thirty (30) days prior written notice thereof.

TOWN shall furnish PROPERTY OWNER with Certificates of Insurance no later than (5) days prior to commencement of training activities and upon PROPERTY OWNER’s request, shall provide OWNER with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

All Certificates and policy termination notices should be delivered via certified mail to:

255 Milbank, LLC  
c/o Belpointe Capital  
125 Greenwich Ave - 3rd Floor  
Greenwich, CT 06831

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE TOWN.