



# TOWN OF MIDDLEBURY

## Board of Selectmen

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April 8, 2024 at 11:15 am  
TOWN CLERK'S OFFICE

MIDDLEBURY, CT

### MINUTES

Board of Selectmen

Monday, April 1, 2024 – 4:00 p.m.

Town Hall Conference Room

Mary Beth Lukewski  
TOWN CLERK

Start – 4:00 p.m.

End – 5:46 p.m.

#### Present:

Edward B. St. John, First Selectman  
J. Paul Vance, Selectman  
Jennifer Mahr, Selectman  
Robert Smith, Town Attorney  
Dana D'Angelo, Town Attorney  
Chief of Police, Patrick Deely  
Rita Smith, Library Board of Trustees –  
Chairman, PD – Commissioner, BOF member

John Jenusaitis, BOF- member, Retirement  
Plan Committee Chairman  
Liana St. Germain, Recording Clerk  
Marj Needham, Middlebury Bee Intelligencer  
Sarah Shelton, Voices

#### Also Present

Maryann Barra  
Dr. Scott Peterson  
Kerry Doyle

#### Call to Order with Pledge of Allegiance

The meeting was called to order by the First Selectman at 4:00 p.m. with the Pledge of Allegiance.

#### Approval of the March 18<sup>th</sup>, 2024, Meeting Minutes

First Selectman St. John **MOTIONED** to approve the minutes from March 18<sup>th</sup>, 2024, **SECONDED** by Selectman Mahr. Unanimous approval.

Recording Clerk St. Germain requested one correction be made to a name, Giordano Santos; the correction is Jordano Santos.

First Selectman St. John stated that the change is so noted. Unanimous approval.

#### Tax Rebates

John P. & Dawn I. Gargano - \$751.50  
Steven & Patricia Rosa - \$1,603.20  
Sucharita J. & Jayakara Shetty - \$3,463.58  
John P. & Dawn I. Gargano - \$789.74  
Steven & Patricia Rosa - \$1,684.80

**Fredrick W. Blasius Jr. - \$3,639.86 - > First Selectman St. John noted that, per Attorney Smith, the numbers may need to be corrected. The name was skipped over.**

**Joseph M. & Kristen M. Pruner - \$783.66 - > First Selectman St. John noted that the numbers may need to be corrected per Attorney Smith. The name was skipped over.**

Steven & Patricia Rosa - \$1,671.84  
Jane A. Thompson - \$17.20

First Selectman St. John **MOTIONED** that these tax rebates take their usual course, except for Fredrick W. Blasius Jr. and Joseph M. and Kristen M. Pruner due to the fact of the tax issue, **SECONDED** by Selectman Vance. Unanimous approval

#### Appointments

None

### **Discussion and Consideration**

#### **Attorney Dana D’Angelo – Referral to P & Z for the sale of MBL 1-00-048 Lake Shore Drive**

Attorney D’Angelo noted that she was here a couple of months ago because Mr. Zanavich had requested to purchase land near his residence. Appraisals were obtained. Mr. Zanavich is still waiting on one of the pieces but is asking to forward with lot 48. Attorney D’Angelo stated that the Assessor assessed the lot for \$800.00, that the appraisal came in at \$2,200.00, and that Mr. Zanavich understands that he has to pay for the appraisal and the appraised value. Attorney D’Angelo is here today for the referral to Planning and Zoning. Selectman Mahr asked where the money goes when a property such as this one is sold. First Selectman St. John stated that the money goes back into the town’s Land Acquisition account.

First Selectman St. John **MOTIONED** the following:

#### **BE IT RESOLVED:**

The Board of Selectman of the Town of Middlebury moves to refer to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24 the sale of property known as MBL 1-00-48 Lake Shore Drive to James K. Zanavich, Jr.

**SECONDED** by Selectman Mahr. Unanimous approval.

#### **Attorney Dana D’Angelo – Middlebury Land Trust – Use and Improvement of Nichols Road**

Attorney D’Angelo noted that Dr. Peterson is present today and was also at a meeting last month to discuss the plans with the “Dog Park.” At that time, there were some questions as to the status of Nichols Road. Attorney D’Angelo stated Nichols Road is a town road, and to accommodate the Dog Park, some road improvements need to be made.

Dr. Scott Peterson stated that the land trust owns 135 acres off Nichols Road, purchased from the town a half dozen or so years ago, and is currently for open space use for hiking and other passive recreation activities. Dr. Peterson stated there was a town referendum when the property was purchased. They publicized their desire to proceed with that, and it was emphasized that they wanted to take approximately three acres to make a community dog park. Dr. Peterson noted that that resolution passed with a very high positive response rate. The town and Beverly Dasonville had worked on a dog park in 2015, and the town offered a piece of property, but unfortunately, the cost to develop a dog park was beyond what that group at the time could raise. Dr. Peterson noted that the Land Trust, now handling this project, has taken the money they previously raised plus additional money raised and its own funds so they now can proceed with this project. The plan calls for twenty-six parking spaces, but Dr. Peterson stated they only plan to develop about half of that initially as the parking is not only for the dog park but also for people who are birding or hiking on the various trails in the area. Dr. Peterson stated that they have been working to organize a volunteer group to monitor the area to pick up the dog debris, remove trash, and otherwise service the dog park area. Dr. Peterson stated the technical part is being developed with various town folk and is currently before the Planning and Zoning Commission and has been approved by the Wetlands. Dr. Peterson handed a letter along with a map to the Selectmen. (See attached) First Selectman St. John asked when the public hearing for this project is. Dr. Peterson noted that it was going before the Planning and Zoning Commission on Thursday, 04/04/2024 and that they would presumably schedule the public hearing a month later. Selectman Mahr asked, assuming all the approval for the dog park was met, when would you like the project to start?

Dr. Peterson stated it would begin immediately. This project has been on hold for so long; we have a fencing contractor who is ready; the land won't need to be cleared much at all, just a few dangerous dead trees, which most of that work has been done; it's a matter of fencing it, fixing the road, and putting some gravel in and leveling the area where the cars would be parked. Dr. Peterson noted this being ready for the land trust members by summer and the general public by later summer or fall. They would like to do a test period for a smaller group using it to work the bugs out. Dr. Peterson noted that one question that has come up often is whether there will be water at the dog park. There is an easement with Connecticut Water Company under the road, and they have allowed them to connect. Dr. Peterson stated they would not have a communal water bowl but would have a water spigot set up.

Kerry Doyle, who lives on the corner of Shadduck Road and Leonard Road, stated for 40 years, he has had a view of Nichols Road and all the wildlife, which is one of his concerns. Mr. Doyle mentions the conservation restriction regarding the 134 that he hasn't gotten clarity on, which seems to be wholly disregarded. Dr. Peterson stated that the Middlebury Land Trust owns that conservation restriction, which is enforced quite vigorously. All activities planned are within the requirements of that, and as far as the nature preserve, there should be no change except for the small parking area. Mr. Doyle stated that he is concerned because the restriction is very specific, stating that there is no operation of motor vehicles on the property except for motor vehicles that are needed to maintain the property. Mr. Doyle noted that he disagrees with the assessment they are in compliance with. First Selectman St. John stated that, for the record, the Board of Selectmen does not play a role in anything other than the road aspect. Dr. Peterson noted that the Land Trust will need to look into this. Selectman Mahr asked Attorney D'Angelo if this would be an issue for the Planning and Zoning Commission as part of their role or process. Attorney D'Angelo noted that as for the easement enforcement, no, that is a land trust issue, but as for parking, that will fall on Planning and Zoning. Another concern Mr. Doyle noted is the problem with crime within the town parks. Mr. Doyle stated that we don't see parks within established neighborhoods. Dr. Peterson said that the property Middlebury had offered to the group attempting to develop a dog park in 2015 was also in a residential area. Dr. Peterson noted that there are many dog parks in residential areas, and no regulations prohibit that. Dr. Peterson stated that all Land Trust properties are open to the general public from dawn to dusk every day, and that doesn't change. As for the crime aspect, they see it as having more people around the area, which will be safer. Selectman Mahr asked where the people who use the property now park. Dr. Peterson stated a little parking right off Shadduck Road can accommodate about four cars. First Selectman St. John noted to Mr. Doyle that he should follow the process through to Planning and Zoning, and his concern is not within the realm of the Board of Selectmen. First Selectman St. John stated that he is sure the same individuals who had issues with the previous project for that location will also have problems with this project. First Selectman St. John **MOTIONED** to approve the support of the use and improvement of Nichols Road **SECONDED** by Selectman Vance. Unanimous approval.

#### **Attorney Robert Smith – Panhandler's Ordinance**

Attorney Smith stated that the Chief of Police, Chief Deely, found ordinances already used by other locations. Attorney Smith made modifications and adjusted it to fit Middlebury. (See Attached) First Selectman St. John stated that the standard procedure is to put it out there, welcome public input, and discuss it further at a later meeting. Selectman Mahr asked Chief Deely if we have any specific locations where this is a problem in town. Chief Deely noted that last year, they started trafficking people and putting them on street corners, and that is what made them address this issue. This is not the type of business we want to encourage or facilitate in our town. Chief Deely stated that a foreign national woman was standing out there in the summer heat who was dropped off by a van and picked up later



in the day. This could indicate several illegal activities, which we felt at that time we would need an ordinance to address before it grew. Attorney Smith noted that the Police Commission voted to refer it to the Board of Selectmen for approval.

Ralph Barra asked when it would take effect.

Attorney Smith stated that within 30 days of approval, a notice in the newspaper also needs to be issued.

First Selectman St. John stated that this item will be tabled until the next meeting.

#### John Calabrese – Set Bond for Wiggles Pet Resort, Southford Road

First Selectman St. John stated that John Calabrese has requested to set a Bond for Wiggles Pet Resort on Southford Road. (See attached)

First Selectman St. John read the following:

“I have reviewed the Performance Bond Wiggles Pet Resort by Civil 1, dated March 27, 2024.

The estimate is proposed to be \$32,849.30 for Clearing and Grubbing and Sedimentation and Erosion Control, Landscaping, and Restoration Work.

The Board of Selectmen can approve the Bond being set at 32,849.30.”

First Selectman St. John **MOTIONED** to approve the bond **SECONDED** by Vance. Unanimous approval.

#### Chief of Police – Patrick Deely – Motor Vehicle Enforcement

Chief Deely stated that the Police Department acquired a Rural Roads Grant that the department uses in \$5,000 increments. In the first phase, the department used \$4,800. The department is now in the second phase and has used up to about \$3,600. This has resulted in over 200 motor vehicle stops in several neighborhoods throughout the town. Chief Deely noted that the department had received positive feedback from the residents since this started. This grant is projected to go until 2026. Chief Deely stated that they will continue to implement it as long as they continue to offer it, leading to our safer streets. Selectman Mahr asked what the money was spent on. Chief Deely noted manpower/overtime.

Chief Deely also stated that the Police Department is getting many complaints about quads and dirt bikes in the Shaddock Road area. They are wreaking havoc with our citizens who use the Bridle Trail to ride horses. A meeting was held last week attended by First Selectman St. John, Selectman Mahr, Senator Joan Hartley, Deputy Commissioner from DEEP, as well as surrounding Police Departments. In this meeting, we devised collective ideas for addressing this issue. A second meeting was scheduled for April 12<sup>th</sup>. Chief Deely stated that Senator Hartley is working on legislation in Hartford for our towns and cities to enact ordinances for this problem. Middlebury already has an ordinance in place. First Selectman St. John stated the biggest problem we’ve had over the years in the enforcement. There are many different locations where these vehicles can get on and off the trail. There needs to be good enforcement from a state statute. First Selectman St. John stated that there needs to be legislative change to give the municipalities and law enforcement some authority to enforce these rules. Chief Deely noted as well as requiring the support of our court system. Selectman Mahr stated that there would be a role for our citizens, particularly those along the Bridle Trail, to participate in as we bring in the coordinating details, a standardized, see something, say something. John Jenusaitis asked if an individual was located and if their machine could be confiscated. Chief Deely noted that it does state

within our ordinance that we can seize them. Selectman Mahr clarified that they can seize only if they are on our town roads, to where Chief Deely noted that that was correct, and once they go on the Bridle Trail, they are out of the town jurisdiction and are now on state property.

### **First Selectman St. John – Update on RFP / Solar Auction**

First Selectman St. John stated that at the last Board of Selectmen meeting, the RFP and what had been done when the possibility of a solar project was brought up. First Selectman St. John noted that at that meeting, he did not have all the information and that he has since put everything together with the assistance of Attorney Smith. First Selectman St. John stated that on November 7<sup>th</sup>, 2022, at the Board of Selectmen's meeting, they talked about clean energy, and the Michaud Law Group made a presentation. In the minutes of that meeting, First Selectman St. John read the following, "Curtis Bosco, Zoning Enforcement Officer, was tasked about a year and a half ago by the First Selectman St. John, to look into and coordinate the building of the addition at the Public Works Department, solar panels on the rooftop to generate electricity to offset what the department consumes. For ten years the town has been spinning its wheels trying to get something off the ground. Mr. Bosco introduced the individuals in attendance who will be presenting to the group "Solar PV Opportunity For Middlebury, CT". Paul Michaud is an Attorney and has specialized in the Solar Energy development business for several years." First Selectman St. John stated that the Michaud Law Group was signed off on and authorized work and develop an RFP, which all the Selectmen signed off on November 7<sup>th</sup>, 2022. In January of 2023, an agreement was signed with the approval of the Board of Selectmen, which is the actual signed date. The agreement explains that in no circumstances shall the town be responsible for any fees under this engagement agreement. First Selectman St. John stated that on May 8<sup>th</sup>, 2023, Michaud Law Group put an RFP, advertised in a very extensive agreement. Another proposal that was received at our last meeting, First Selectman St. John noted. First Selectman St. John stated that he received a letter from the Michaud Law Group. First Selectman St. John read the following: "On January 4, 2023, the Town of Middlebury ("Town") entered into an engagement letter with Michaud Law Group LLC ("MLG") to develop and deploy a Solar Request for Proposals ("RFP") to solicit proposals from solar companies to develop and deploy solar generating facilities on Town buildings and land for the Town's benefit. MLG carried out the RFP and solicited solar companies interested in deploying solar panels on the rooftop of the Department of Public Works facility and a ground-mounted solar array on a particular Town-owned parcel. Accordingly, MLG has satisfied the scope of work set out in the engagement letter. A Board of Selectman (BOS) meeting was held on March 18, 2024, to discuss the proposed ground-mounted solar array on Town land. Members of the Board and the public expressed dissatisfaction with the solar array, believing it did not provide the Town with sufficient benefits to justify utilizing Town land, which is something that MLG cannot rectify due to the market nature of the RFP. Therefore, MLG has chosen to terminate our relationship with the Town regarding this matter. Under the alternative fee arrangement in the engagement letter, the Town has paid no fees to MLG for this matter, and no fees are due." Selectman Mahr asked for clarification at the presentation two weeks ago; Attorney Michaud stated there were four bids, one of them being DPW, which had gone to auction; is that all gone? First Selectman St. John noted that they backed out of everything and are not pursuing anything. (See attachments)

### **Selectman Mahr – Update Litter (letter)**

Selectman Mahr stated that last week, she received a letter in which the resident talked about litter, specifically on Christian Road between Judd Hill and Route 188. The Department of Public Works (DPW) responded very quickly to that complaint and got it taken care of within, you can say, a matter of minutes. Selectman Mahr noted that while DPW was out there, they also filled in the potholes on Christian Road. With the discussion of litter, the details for our town's Earth Day clean-up, which our Park and Recreation Department sponsors, is scheduled for Saturday, April 20<sup>th</sup>, from 9:30 am to 11:30 am. The Park and Recreation staff will be at Meadowview Park. You can go, and the staff will give you maps, trash bags, and gloves. They ask that you go to any town property and do what cleanup you can for those two hours, and there will be a method to call to have the trash bags picked up from those locations if you choose not to take care of that yourself. Selectman Mahr stated that this only answers part of our difficulty. Selectman Mahr noted that there are sections of town that she confirmed with our Director of Public Works, Dan Norton, to be state-owned and maintained. Mr. Norton called the Waterbury garage DOT, and they advised they would send a crew out. First Selectman St. John stated that litter is a continual problem in dealing with DOT and that DOT maintains three large roads throughout the town and I-84. There is a lot of work to be done. The town groundskeepers do their very best to stay on top of it, but we need total community participation.

### **Public Comments**

Maryann Barra wanted to rectify what was stated at a previous Board of Selectmen meeting held on March 4<sup>th</sup>, 2024, regarding posting public information on various websites or Facebook. It was about selective posts. Mrs. Barra stated she looked into it and was advised of what was happening. Mrs. Barra stated that First Selectman St. John and possibly others attempted to post things but were being declined; she advised that this is not from someone who is human; it is called admin assist. This is a Facebook algorithm that Facebook sets up, and they do this to slow up spam.

First Selectman St. John **MOTIONED** to move into Executive Session at 4:51, **SECONDED** by Selectman Mahr. Unanimous approval.

First Selectman Edward St. John  
Selectman J. Paul Vance  
Selectman Jennifer Mahr  
Attorney Robert Smith  
Attorney George Moreira, Police Commission – Chairman  
Attorney Thomas Parisot  
Chief of Police, Patrick Deely

### **Executive Session**

**NO** votes were taken.

Selectman Mahr **MOTIONED** to ADJOURN executive session **SECONDED** by Selectman Vance. Unanimous approval.

**Adjournment**

First Selectman Edward B. St. John **MOTIONED** to ADJOURN the meeting at 5:46 p.m.; **SECONDED** by Selectman Mahr. Unanimous approval.

The next meeting is slated for Monday, April 15<sup>th</sup>, at 6:30 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

*Liana St. Germain*

Recording Clerk

**RESOLUTION**

**Regarding the sale of property known as MBL 1-00-48 Lake Shore Drive to James K. Zonavich, Jr.**

After review of map(s), assessor card and other supporting documentation at the Board of Selectman meeting of February 5, 2024, the Board of Selectman of the Town of Middlebury moves to refer to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24 the sale of property known as MBL 1-00-48 Lake Shore Drive to James K. Zonavich, Jr.

Therefore,

**BE IT RESOLVED:**

The Board of Selectman of the Town of Middlebury moves to refer to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24 the sale of property known as MBL 1-00-48 Lake Shore Drive to James K. Zonavich, Jr.





April 1, 2024

Mr. Edward St. John, First Selectmen  
Middlebury Board of Selectmen  
1212 Whittemore Road  
Middlebury, CT 06762

Re: Middlebury Dog Park  
Nichols Road Improvements

Dear Mr. St. John and Commission Members-

Civil 1 respectfully submits this letter on behalf of Middlebury Land Trust outlining proposed improvements to Nichols Road in support of the Middlebury Land Trust Dog Park project at 69 Nichols Road.

It is our understanding that Nichols Road is an unmaintained Town road currently being utilized as public access for the Middlebury Land Trust preserve. There is also an easement in favor of the Connecticut Water Company over Nichols Road and a portion of the Middlebury Land Trust property for an existing water main that serves both Middlebury and Naugatuck. Currently, the road exists as an approximately 10' wide gravel access about 650' in length. It ends at the location of an old house foundation, which has been removed from the site. Visitors to the property access the site on Nichols Road and currently park along Nichols Road, despite the narrow width. As a Middlebury Land Trust preserve with its various trails, birding areas, and historical attributes, the preserve is currently open to the public from dawn to dusk daily for outdoor enjoyment as specified by our preserve rules and signs.

The Middlebury Land Trust proposes to utilize approximately 3 acres of the 134-acre parcel for a nature-centric dog park in the R-40 zone. The proposed project is currently before the Planning & Zoning Commission for special permit and site plan approval. The proposed improvements are shown in the site plan and permitting set entitled "Middlebury Land Trust Dog Park Permitting Set" prepared by Civil 1, last revised March 25, 2024.

As part of the project, improvements to Nichols Road are proposed to increase accessibility and safety for visitors. The current design recommends widening Nichols Road from 10' to 18' and resurfacing the road to replace gravel that has long been overgrown or washed away. The road will stay at existing grades to minimize earthwork and impact to adjacent stone walls and wetland areas. To further protect down-gradient properties and wetlands/watercourses, a stone infiltration trench is proposed to be installed along the improved portion of Nichols Road to capture and infiltrate stormwater runoff into the subsurface soils. The improvements to Nichols Road will provide safe

access to the proposed 26-car gravel parking area for residents visiting the site for both the dog park and the existing nature trails. The project has been reviewed and approved by the Middlebury Conservation Commission including all work in the upland review area necessary to complete the Nichols Road improvements.

The Middlebury Land Trust will be providing the funds for the Nichols Road improvements as shown in the site civil plan set. Ownership of the Nichols Road right-of-way by the Land Trust is not proposed at this time. It is our hope that the Board of Selectmen and Town of Middlebury are amenable to the improvements to Nichols Road outlined in these plans and will support the Land Trust in their pursuit of land use approvals for the project.

We have attached a Statement of Use that provides additional information on the Middlebury Land Trust, the dog park project, and the history of the property. If you have any questions or comments, please do not hesitate to reach out to me directly.

Thank you for your time and consideration.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'EMJ', with a long horizontal flourish extending to the right.

Emily M. Jones, P.E.  
CIVIL 1

T 203 266 0778  
F 203 266 4759

Cornerstone  
Professional Park  
Suite D-101  
43 Sherman Hill Road  
Woodbury, CT 06798  
info@CIVIL1.com  
www.CIVIL1.com

MIDDLEBURY LAND TRUST DOG PARK  
69 NICHOLS ROAD MIDDLEBURY, CT



STATEMENT OF USE  
March 27, 2024

The subject property is 134.37 acres of vacant, lightly forested land located on Nichols Road with frontage on Shadduck Road as shown on plans entitled *Middlebury Land Trust Dog Park Permitting Set* prepared by Civil1, last revised March 25, 2024. The property is in the R-40 Residential Zoning District. There is no existing development on the property, however, it does contain a Connecticut Water Company water main and easement area that bisects the site.

The property is owned by the Middlebury Land Trust and is currently used for hiking and other passive recreation activities. Visitors to the property access the site on Nichols Road and currently park along Nichols Rd, which is a narrow unimproved town road. As a Middlebury Land Trust preserve with its various trails, birding areas, and historical attributes, the preserve is currently open to the public from dawn to dusk daily for outdoor enjoyment as specified by our preserve rules and signs.

The Middlebury Land Trust proposes to utilize approximately 3 acres of the 134-acre parcel for a nature-centric dog park. The proposed application is for a special permit and site plan approval. The park is intended to preserve as much of the existing wooded area and vegetation as possible, with large, forested buffers being maintained along Shadduck Road and nearby properties. Attractive fencing will be installed surrounding the dog play areas and there will be a double-gated entrance to access each of two separate areas (one for smaller dogs and one for larger dogs). The only clearing will be for the parking area, minimal clearing for the fence installation, and cleanup of some underbrush in the smaller dog play area. The rest of the site will remain in its current, wooded, condition.

26 parking spaces will be provided in a gravel parking area accessed from Nichols Road. These parking spaces are proposed both for the dog park and for people hiking the several existing trails elsewhere within this preserve or enjoying other MLT offerings such as bird walks and nature walks. For safety and circulation, Nichols Road is proposed to be widened to 18' and resurfaced with new gravel. Stormwater infiltration trenches will be installed for both Nichols Road and the proposed parking area to capture and infiltrate stormwater runoff. There will be a new sign for the dog park, which will conform to the Middlebury Zoning Regulations and Land Trust standards. A sign permit will be obtained

separately from this application. Construction of the parking area, lighting, sign, and all other improvements will be constructed in accordance with the site plans referenced above.

The dog park and the remainder of the preserve will continue to be open from dawn to dusk. Zero to minimal lighting is planned since the area will continue to close at sunset. Security gates that will be operated and monitored by Land Trust volunteers will be installed and the Middlebury Land Trust has been working to organize a volunteer group to monitor the area, pick up debris, remove trash, and otherwise service the dog park area. Refuse receptacles will be placed conveniently at the park entrance and in locations within the play areas for disposal of dog waste bags.

Middlebury Land Trust, as a long-established, all-volunteer local nonprofit organization, is sensitive to all community needs and neighbors' concerns. In creating its plans for a widely and broadly supported dog park, MLT is particularly mindful of concerns expressed by neighbors living near the Nichols Road Preserve. To that end, the dog park enclosure has been sited well back from Shaddock Road and the dense forest in between the fenced area and the road and neighboring properties has been maintained. Safety concerns—for visitors, neighbors, and vehicles—are paramount. If issues arise, MLT will as always make its best efforts to resolve such concerns.

This Middlebury Land Trust project reflects the widespread and strong community support dating back to the efforts of Beverly Dasonville and others in 2016. At that time, the Town had proposed making a parcel of land on Long Meadow Road available to that group for a dog park, but, beyond the property itself, the Town was not able to offer any further support, and the project therefore stalled. In June of 2019, following a very strongly supported town-wide referendum, the Middlebury Land Trust purchased the entire Nichols Road Preserve from the Town. The Land Trust previously held a conservation easement over this land restricting its use, but full ownership was felt to be necessary to facilitate the creation of a future dog park on a portion of the site.



# PANHANDLING CONTROL

## Section 1. PURPOSE

The purpose of this chapter is to preserve the public order, to protect the citizens of the Town of Middlebury and to ensure the safe and uninterrupted passage of both pedestrian and vehicular traffic, without unconstitutionally impinging upon protected speech, expression or conduct.

## Section 2. DEFINITIONS.

The following terms shall apply to this chapter as written unless context indicates or requires a different meaning:

**ASK, BEG, OR SOLICIT ALMS.** Includes the spoken, written, or printed word or such other act conducted for the purpose of obtaining an immediate donation or money or thing of value.

**FALSE OR MISLEADING MANNER.** Includes, but is not limited to, the asking, begging, or soliciting of alms, including money and other things of value, through utilization of any of the following representations:

- (1) Stating or expressing that the donation is needed to meet a specific need, when the solicitor already has sufficient funds to meet that need and does not disclose that fact;
- (2) Stating that the solicitor is from out of town and stranded, when that is not true;
- (3) Wearing or displaying an indication of physical disability, when the solicitor does not suffer the disability indicated; or
- (4) Use of any makeup or device to simulate deformity.

## Section 3. PROHIBITED ACTS BY PERSON ASKING, BEGGING OR SOLICITING ALMS.

(A) Approaching, speaking to or following a person in a manner as would cause a reasonable person to fear bodily harm.

(B) Approaching, speaking to or following a person in a manner as would cause a reasonable person to fear the commission of a criminal act upon the person, or upon property in the person's immediate possession.

(C) Touching another person without that person's consent.

(D) Blocking or interfering with the safe or free passage of a person or vehicle in a way likely to cause bodily harm or property damage.

(E) Directing abusive or profane language toward any person.

(F) Asking, begging, or soliciting alms, including money and other things of value, in a false or misleading manner.

(G) Continuing to ask, beg, or solicit alms from a person after the person has made a negative response.

(H) Following the person solicited, before, after or while asking, begging or soliciting alms.

#### **Section 4. INTERPRETATION.**

No provision of this section shall be interpreted or construed to prohibit speech, expression or conduct protected by the laws or constitutions of the United States or of the State of Connecticut.

#### **Section 5. PENALTY.**

Any person who violates any provision of this ordinance, for which no other fine is provided, may be fined up to a maximum of \$250.00 and/or, depending on future availability, may be referred to the Waterbury Community Court pursuant to Conn. Gen. Stat. § 51-181c(d) and Court Policies and Procedures.

*Adopted by Board of Selectmen on:*

# CALABRESE ENGINEERING

601 Quassapaug Rd.  
Watertown, CT 06795  
(203)598-4390

Town of Middlebury  
Board of Selectmen  
1212 Whittemore Rd.  
Middlebury, CT 06762

March 29, 2024

RE: Wiggles Pet Resort – 1082 Southford Rd.

Dear Mr. St. John:

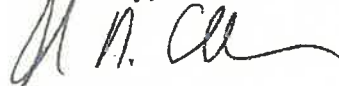
I have reviewed Performance Bond Wiggles Pet Resort by Civil 1 dated March 27, 2024 (attached)

The estimate is proposed to be \$32,849.30 for Clearing & Grubbing and Sedimentation and Erosion Control, Landscaping, and Restoration Work.

The Board of Selectmen can approve the bond being set at \$32,849.30.

Please contact me if you have any questions or comments.

Yours truly,



John N. Calabrese P.E.

Wiggles Pet Resort  
Middlebury CT

<b>Performance Bond - Wiggles Pet Resort</b>						
<b>March 27, 2024</b>						
<b>General: Clearing &amp; Grubbing and Sedimentation &amp; Erosion Control</b>	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
	Clearing and Grubbing	AC	1.80	3,000.00	5,400.00	0
Silt Fence w/Haybales	LF	603.00	3.00	1,809.00	0	\$ 1,809.00
Temporary Construction Entrance	EA	1.00	1,000.00	1,000.00	0	\$ 1,000.00
Strip and Stockpile Topsoil	CY	958.00	2.50	2,395.00	0	\$ 2,395.00
Haybale Protection for Catch Basins	EA	5.00	80.00	400.00	0	\$ 400.00
Temporary Sediment Traps	EA	1.00	1,000.00	1,000.00	0	\$ 1,000.00
Establish Turf on Disturbed Areas	SY	2,941.00	1.50	4,411.50	0	\$ 4,411.50
<b>General: Landscaping</b>						
	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
Landscape Trees	EA	9.00	100.00	900.00	0	\$ 900.00
Landscape Shrubs	EA	88.00	75.00	6,600.00	0	\$ 6,600.00
Perennial Flowers	EA	41.00	30.00	1,230.00	0	\$ 1,230.00
<b>General: Restoration Work</b>						
	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
Seeding & Turf Establishment (Paved Area Only)	SY	3,145.00	1.50	4,717.50	0	\$ 4,717.50
<b>Total Work</b>				29,863.00	0	\$ 29,863.00
<b>10% Contingency</b>				2,986.30	0	\$ 2,986.30
<b>Total Cost Estimate</b>				32,849.30	0	\$ 32,849.30



## Engagement Letter Solar Project

From 'Curt Bosco' <cbosco@middlebury-ct.org>

To Ed St. John<firstselectman@middlebury-ct.org>, Robert Smith<rws@robertsmithlaw.com>

Date Wednesday, January 4th, 2023 at 11:50 AM

Dear Attorney Smith,

The First Selectman has requested that I send you the attached Engagement Letter for you review prior to his signing.

Best

**Curtis Bosco**

CZEO

Middlebury Planning and Zoning

1212 Whittemore Road

Middlebury, CT 06762

(203) 577-4162 Ext 2

**164.17 KB** 1 file attached

Engagement Letter.pdf 164.17 KB

## Solar Project

From Liana St. Germain <lstgermain@middlebury-ct.org>  
To Elaine Strobel<estrobel@middlebury-ct.org>, dana D'Angelo<danadangelolaw@gmail.com>, Robert Smith<rws@robertsmithlaw.com>  
CC phonebookguy@charter.net, Middlebury Bee-Intelligencer<beeintelligencer@gmail.com>  
Date Monday, May 8th, 2023 at 2:50 PM

Good afternoon,

We are so happy to announce that the Middlebury Solar Project is officially underway.

Click on the above attachment for full details.

Thank you,

*Liana*

Liana St. Germain

Executive Assistant

First Selectman's Office

Town of Middlebury

1212 Whittemore Road

Middlebury, CT 06762

203.758.2439

[www.middlebury-ct.org](http://www.middlebury-ct.org)

**548.76 KB** 1 file attached

Middlebury - RFP for Solar and Municipal Accounts.pdf 548.76 KB

## Solar Project

From Liana St. Germain <lstgermain@middlebury-ct.org>  
To Elaine Strobel<estrobel@middlebury-ct.org>, dana D'Angelo<danadangelolaw@gmail.com>, Robert Smith<rws@robertsmithlaw.com>  
CC phonebookguy@charter.net, Middlebury Bee-Intelligencer<beeintelligencer@gmail.com>  
Date Monday, May 8th, 2023 at 2:50 PM

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**Liana St. Germain**

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Town of Middlebury

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**TOWN OF MIDDLEBURY**  
*Board of Selectmen*

**AGENDA**  
**Board of Selectmen Meeting**  
**Monday, November 7, 2022 – 4:00 p.m.**  
**Town Hall Conference Room**

**Call to Order with Pledge of Allegiance**

**Approval of October 17, 2022, Meeting Minutes**

**Tax Rebates**

Daimler Trust - \$365.65  
Enterprise FM Trust - \$280.72  
Enterprise FM Trust - \$284.62  
Charles Peal - \$473.56

**Resignations**

None

**Appointments**

None

**Discussion and Consideration**

Revised Employee Handbook – McInnis  
MRA – Study Group

**Presentation**

Clean Energy Program – Michaud Law Firm

**Public Comment**

**Executive Session**

**Adjournment**

Respectfully Submitted,

*Liana St. Germain*

Liana St. Germain  
Recording Clerk

RECEIVED FOR FILING

Nov. 4 2022 at 12:30 P.M.

TOWN CLERK'S OFFICE  
MIDDLEBURY, CT.

*Rights M. Germain*  
TOWN CLERK





**Paul R. Michaud**  
Principal / Managing Attorney  
Michaud Law Group LLC  
101 Centerpoint Drive, Suite 230  
Middletown, Connecticut 06457  
Direct Line: 860-829-9231  
Cell Phone: 860-338-3728  
E-Mail: pmichaud@michaud.law  
Website: www.michaud.law

January 4, 2023

**SENT BY E-MAIL**

Edward B. St. John  
First Selectman  
Town of Middlebury  
1212 Whittemore Road  
Middlebury, CT 06762

**Re: Legal Representation: Solar RFP**

Dear First Selectman St. John:

Thank you for selecting Michaud Law Group LLC (“MLG”) for the Town of Middlebury’s (the “Town”) legal representation regarding developing and deploying a Solar Request for Proposals (“RFP”) to deploy solar generating resources on municipal property in the best interests of the Town.

**Client.** MLG’s client will be the Town of Middlebury. Curtis Bosco will be the primary contact for the Town.

**Scope of Representation.** With technical assistance from NV5 (“Technical Consultant”), MLG will assess the Town’s solar potential and draft and deploy an RFP for the Town. MLG and its Technical Consultant will also provide the following legal and technical services to assist the Town in deploying solar generation resources on its properties:

Compile electric utility bills and data to support the development of solar;

- Draft and issue a solar RFP on behalf of the Town consistent with the Town’s clean energy objectives and state solar program rules and regulations;
- Ensure that the solar RFP attracts multiple competitive and qualified solar development companies (“Proposers”);
- Schedule and oversee all necessary site walks, interviews, and conferences and be the main point of contact for all RFP-related technical questions;

- Review all proposals received in response to the RFP and provide a detailed evaluation of all responses, including an assessment of solar, baseline assumptions, and commissioning provisions;
- Manage requests for information, participate in committee and town council meetings, oversee interviews, and assist the Town in selecting the proposal that is in the best interests of the Town and meets the Town's solar objectives;
- Draft and negotiate all necessary solar-related contracts on behalf of the Town in connection with the RFP and solar deployment;
- Review engineering plans, specifications, and applications for approval by all applicable agencies to ensure that all code, safety, and operational requirements are addressed and that the project is completed safely and in compliance with the Town's unique needs;
- Provide construction administration services to ensure that the solar systems are completed by approved plans and specifications and the contract; and
- Review commissioning procedures to ensure that the solar systems operate as designed.

**Alternative Fee Arrangement.** With assistance from the Technical Consultant, MLG will conduct the above Scope of Representation through a separate one-time RFP Fee to be paid by the selected solar proposer in the amount of eighteen cents/watt DC based on the total installed solar capacity. The selected proposer will pay the RFP Fee directly to MLG and NV5 under a separate written agreement in the RFP. **UNDER NO CIRCUMSTANCES SHALL THE TOWN BE RESPONSIBLE FOR ANY FEES UNDER THIS ENGAGEMENT AGREEMENT.**

We are honored that the Town has entrusted MLG with this matter. Please contact me immediately if you have any questions about your matter's progress.

Sincerely,



Paul R. Michaud

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Edward B. St. John  
First Selectman

Date: \_\_\_\_\_



## **LEGAL NOTICE**

### **TOWN OF MIDDLEBURY, CONNECTICUT**

#### **REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEMS AND THE ALLOCATION OF MUNICIPAL BENEFICIAL ACCOUNTS (Rooftop, Carport, and Ground Mount)**

**MAY 8, 2023**

The Town of Middlebury, Connecticut (the "Town") invites proposals from solar energy providers (each a "Proposer") to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each a "System") at certain Town facilities in accordance with Solar Power Purchase Agreements (each a "PPA"), pursuant to which the Town anticipates leasing/licensing sites to a Proposer and purchasing the energy output generated by the Systems. The Proposer selected pursuant to this Request for Proposals ("RFP") will sell electricity to the Town from Systems installed on or near the Town's facilities. This RFP requests proposals for certain ground-mount, rooftop, and/or carport solar facilities on the Town's facilities.

Additionally, the Town invites Proposers to allocate the Town's Municipal Beneficial Accounts to solar projects within Eversource Energy territory.

The documents comprising this RFP are available electronically and may be obtained via email by contacting Dylan Gillis, Esq. at [dgillis@michaud.law](mailto:dgillis@michaud.law). It is the Proposer's responsibility to be aware of any updates or addendums to the RFP. If the Proposer has received a copy of the RFP indirectly, an email request to be added to the RFP distribution list must be sent to Dylan Gillis, Esq. at Michaud Law Group LLC at [dgillis@michaud.law](mailto:dgillis@michaud.law).

Michaud Law Group LLC ("Michaud Law Group") is administering this RFP on behalf of the Town of Middlebury. Proposers shall submit their sealed proposals in the following format: one (1) original, two (2) hard copies, and two (2) electronic copies on a flash drive. Sealed proposals must be received by Michaud Law Group LLC (Attention: Paul R. Michaud, Esq., 515 Centerpoint Drive, Suite 503, Middletown, Connecticut 06457 via U.S. Mail, Fed Ex, UPS, etc. no later than **June 23, 2023**). Proposals received after the final submission date may be considered at the sole discretion of the Town.

The Town reserves the right to amend or terminate this RFP, accept or reject any proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to a Proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests. The Town's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Town's sole discretion, including but not limited to price, contract terms, and the relative experience of the Proposer.

Any contracts shall be preceded by a Notice of Award and thereafter be contingent and non-binding until (i) all approvals are received from applicable regulatory agencies and authorities, which may include, but are not limited to the Town and applicable planning boards, and the CT Department of Energy and Environmental Protection, (ii) the System(s) are selected for long term Non-Residential Renewable Energy Solutions ("NRES") contracts with Eversource under the state's NRES auction program, and (iii) all pertinent written contracts are signed by the Town and the selected Proposer ("Contracts").

**END OF LEGAL NOTICE**



**REQUEST FOR PROPOSALS TOWN OF MIDDLEBURY, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEMS AND THE ALLOCATION OF MUNICIPAL BENEFICIAL ACCOUNTS (Rooftop, Carport, and Ground Mount)**

**MAY 8, 2023**

**I. INTRODUCTION:**

The Town of Middlebury, Connecticut (the “Town”) invites proposals from solar energy providers (each a “Proposer”) to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each a “System”) at certain Town facilities in accordance with Solar Power Purchase Agreements (each a “PPA”), pursuant to which the Town anticipates leasing/licensing sites to a Proposer and purchasing the energy output generated by the Systems. This RFP requests proposals for certain ground-mount, rooftop, and/or canopy solar facilities on the Town’s facilities. The sites for the potential Systems are listed in Section IIIB of this RFP (the “Sites”).

The purpose of this RFP is to seek providers to design, install, finance, own, operate, and maintain the Systems pursuant to the terms and conditions of a PPA for the Town’s benefit.

Under the terms of the PPA, the sale and purchase of electricity to the Town may be conditioned upon, among other things, the selected solar provider’s successful participation in Connecticut’s NRES auction program administered by Eversource.

Additionally, the Town invites Proposers to allocate the Town’s Municipal Beneficial Accounts to solar projects within Eversource Energy territory.

**II. GENERAL INFORMATION & RFP INSTRUCTIONS:**

**A. Key Dates:**

<b>Date</b>	<b>Action</b>
May 8, 2023	RFP Release Date
May 22, 2023	Site Visit (Meet at Town Hall at 10:00 a.m.)
June 23, 2023	RFP Proposals Due by 5:00 PM EDT
TBD – but before the August 2023 NRES Auction	Selection of Winning Proposal
TBD – but before the August 2023 NRES Auction	Notice to Proceed
TBD – but before the August 2023 NRES Auction Contract Signing with Eversource Energy	PPA Execution

**B. Site Visit:**

The Site Visit for prospective Proposers is scheduled as shown in the Chart in Section IIA above. All interested proposers will meet at Town Hall, 1212 Whittemore Road, Middlebury, Connecticut 06762 at 10:00 a.m.

**C. Right to Amend or Terminate this RFP:**

The Town may in its sole discretion, clarify, modify, amend, or terminate this RFP if the Town determines in its sole discretion that it is in the Town's best interests. The Town reserves all rights to reject any or all proposals and to negotiate PPA terms and conditions in the best interests of the Town.

**D. Proposal Submission Instructions:**

Proposers should submit their proposals in the following format: one (1) original, two (2) copies, and two (2) electronic copies on a flash drive. Proposals must be received by Michaud Law Group LLC via U.S. Mail, Fed Ex, UPS, or other delivery service (Attention: Paul R. Michaud, Esq., 515 Centerpoint Drive, Suite 503, Middlebury, Connecticut 06457 via U.S. Mail, Fed Ex, UPS, etc.) no later than the Proposal Due date shown in the Chart (Key Dates) in Section IIA above. Proposals received after the final submission date may be considered at the sole discretion of the Town. Once received by the Town, proposals are considered valid and may not be withdrawn, cancelled or modified, for one-hundred-twenty (120) days after the Proposal Submission Date to give the Town sufficient time to review the proposals, investigate the Proposer's qualifications, secure any required municipal approvals and execute the pertinent Contracts with the selected Proposer. An authorized person representing the legal entity of the Proposer must sign the Proposal Form and all other forms included in this RFP. All proposed PPAs and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of Connecticut.

**E. Questions:**

Any questions concerning the process and procedures applicable to this RFP, and concerning the RFP's Specifications or the PPA, are to be submitted in writing by e-mail only to Michaud Law Group, Dylan J. Gillis, Esq., [dgillis@michaud.law](mailto:dgillis@michaud.law).

Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP. A Proposer's failure to comply with this requirement may result in disqualification. No oral statement of the Town, including oral statements by any Town representatives, shall be effective to waive, change or modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statement regarding this RFP.

**III. PROPOSAL SPECIFICATIONS:**

**A. Project Description:**

The Town wishes to optimize and stabilize the rates paid for electricity by the Town through the purchase of electricity for the Town under a long-term PPA(s) for electricity produced Town from the System. Please note that a proposal may be submitted for Systems for all or some of the Sites.



**B. On-Site Project Descriptions:**

Below is a listing of the municipal facilities that may be suitable for solar rooftop, parking canopy, or ground mounted systems, along with their estimated annual kWh usage for (when applicable).

<b>Municipal Facility</b>	<b>Address</b>	<b>Solar Type</b>	<b>Usage (kWh)</b>
Long Meadow Road	Map Block Lot: 7-04/038	Ground	0 (Vacant Lot)
Middlebury Road	Map Block Lot: 7-08/73A	Ground	0 (Vacant Lot)
Meadowview Park	190 Southford Road Middlebury, CT 06762	Canopy	2,107
Fire Department	65 Tucker Hill Road Middlebury, CT 06762	Canopy	105,029
Public Works	1 Service Road Middlebury, CT 06762	Roof	163,658
Police Department	200 Southford Road Middlebury, CT 06762	Canopy	123,986

For each rooftop system, the Town will require in the PPA the ability to have the System removed from the rooftop or otherwise moved to allow for roof replacement or repairs for a period of six weeks. The removal of the System, and any lost revenue associated therewith, will be at the expense of the Proposer and the costs associated therewith should be included in the requested pricing quote for each rooftop solar System. The Town will limit the amount of down-time to six (6) weeks and will cooperate with the selected Proposer to minimize the lost production and cost associated with the roof replacement.

**C. Municipal Beneficial Accounts:**

Proposers are encouraged, but are not required to, allocate Town of Middlebury's Municipal Beneficial Accounts to solar projects within the Town, or they may allocate Middlebury's Beneficial Accounts to unrelated projects within Eversource Energy's territory. The Town's estimated annual usage for 2021 was 1,275,000 kWh. The Town of Middlebury reserves the right to award their Beneficial Accounts to a Proposer separate from the Proposer awarded to develop the On-Site Projects listed above.

**IV. PROPOSAL REQUIREMENTS:**

Proposals submitted in response to the RFP shall include the following information and documents, be clear and unambiguous, and be presented in the following manner:

**A. Proposer Qualifications:**

Each Proposer must demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities required to perform successfully its role in the installation and operation of the Systems. Each Proposer, as well as its respective subcontractors, shall possess all applicable, valid and pertinent contractor construction licenses for the installation of commercial solar PV systems in the State of Connecticut, including all applicable Connecticut Professional Engineer licenses.



**B. Project Portfolio and References:**

Proposals should include a list of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. Project information must include project description, client name (and the person(s) to contact, telephone number(s) and e-mail address(es)), year completed, project construction and design cost.

**C. Statement on Proposers Ability to Complete Scope of Work:**

Proposals should include sufficient information for the Town to evaluate the Proposer's ability to successfully complete the scope of work contemplated by this RFP and the proposal.

**D. Statement on Proposers Financial Strength:**

Proposals should include sufficient and current information indicating the Proposer's financial strength including balance sheet, working capital and liquid assets sufficient to complete the Project successfully.

**E. Proposer's Initial Disclosure Form and Specific Exceptions to the RFP:**

Each Proposer shall complete and execute Exhibit A to this RFP. In Exhibit A, each Proposer must disclose, if applicable, the following:

1. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to this RFP.
2. Whether it is listed on the State of Connecticut's Debarment List and an explanation of the reasons therefore.
3. Whether it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations.

A Proposer's acceptability based on these disclosures lies solely in the Town's discretion.

**F. Legal Status:**

If a Proposer is a corporation, Limited Liability Company or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The Town may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

**G. Presumption of Proposer's Full Knowledge:**

Each Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A Proposer's failure to review all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each Proposer is deemed to be familiar with and is required to comply with all federal, state, and

local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the Town's objectives.

**V. SYSTEM INFORMATION AND DETAIL:**

**A. System Design:**

Proposals shall provide a system schematic design layout for each System, including PV model type and model number, wattage, number of modules, expected degradation percentage per annum, inverter type and model, mounting system type, azimuth, tilt and system size AC and DC.

**B. System Generation Details and Reports:**

Proposals shall provide details about the estimated kWh AC to be generated by the Systems, including all necessary assumptions, for example: Insolation (or sunlight availability), maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc. Copies of PV Syst, PV Watts or other industry standard reports used to estimate production for each proposed solar system design should be included with the proposal.

**C. Data and Pricing Sheet:**

Proposals shall provide specified equipment manufacturer data sheets and warranties, pricing, etc. Please include the Country of Origin for PV Modules and Inverters. The Proposal Form in Exhibit D must be completed and returned with any proposals.

**VI. PPA PRICE AND DOCUMENTS:**

**A. PPA Price:**

The Town requests that each Proposer provide pricing for a 20-year term for each System. For each term, please provide a fixed PPA rate for the term and a rate assuming an escalator of 0% and 1%. In the response, Proposers shall include the amount the PPA price will change, plus or minus, in the event the NRES contract is reduced or increased by a cent/kWh.

The PPA term is 20 years, but the Town will consider a 30-year PPA.

No capital funds for the Systems are available from the Town. The only obligation of the Town in connection with the Systems shall be to make the monthly payments for the electricity produced by the Systems as set forth in the PPAs.

**B. PPA Price Inclusions and Cost Statements:**

Proposals should provide confirmation that the PPA price includes all costs and expenses associated with the engineering, permitting, construction, interconnection, testing and all other costs associated with the construction and operation of the Systems.

**C. Proposed PPA:**

Proposers should provide a draft of the PPA that the Proposer expects the Town will be required to negotiate and execute.

**D. PPA Termination Values and System Buy-Out:**

The Town will not pay any termination value to a Proposer in the event the Town chooses to terminate the PPA for cause or for circumstances outside the control of the Town prior to System installation. In addition, the Town requests the Proposers to disclose the termination costs during the term of the PPA in the event the Town chooses to terminate the PPA for any reason. Termination values should not exceed 115% of the all-in cost to construct the System and the Town reserves the right to reject any or all proposals that propose termination values that at any time during the term of the PPA are above this benchmark.

**E. System Cost:**

Proposals should provide an Equipment Specification, Cost and Production Table for each System.

**F. System Energy Cost Savings:**

Proposals must include a table demonstrating energy cost savings to the Town each year and over thirty (30) years of the PPA for each facility and for facilities suitable for a solar installation.

**VII. PROJECT SCHEDULE AND STANDARDS:**

**A. Project Schedule:**

Proposals should include a complete project schedule indicating major project milestones and durations. This should include the method and frequency of reporting project status to the Town and Michaud Law Group.

**B. Project Standards and Statement on Monitoring:**

This RFP calls for an all-inclusive, turn-key solar installation, and includes planning, engineering, labor, equipment, installation and commissioning. The following standards are required:

1. All solar panels, racking systems and inverters and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment.
2. All solar panels, racking systems, wire and conduit, anchoring equipment and other equipment shall meet applicable building codes.
3. All equipment shall be UL listed.

Solar production shall include web-based monitoring and shall monitor the electrical output of the Systems and the avoided emissions caused by the solar electricity generated by the Systems. Web-based monitoring access must be provided to the Town. Please provide a statement on the monitoring. The Town requires that a flat screen monitor be installed at the Town Hall.

**C. Draft of Land Lease Option and Land Lease Agreement:**

If not incorporated in the proposed PPA as a license or lease, Proposers should provide a draft of the lease agreement that the Town will be required to execute.

**D. Permitting and Zoning Status:**

Proposals shall provide a statement detailing its understanding of the permitting and zoning status for proposed sites. All permits, variances and licenses that are necessary for the construction and operation of the Systems are the responsibility of the Proposer.

**E. Property Taxes:**

To the extent that it is allowed under Connecticut law, the Town will provide a property tax exemption for the Systems to be constructed on the sites. The Town expects that all proposals received will reflect the cost savings from the property tax exemption.

**VIII. MISCELLANEOUS:**

**A. Michaud Law Group and NV5 – RFP Fee Agreement:**

Proposer, if selected under this RFP to develop the On-Site Projects listed in Section III.B., agrees to pay an RFP Fee of \$0.09 (9 cents) per watt for each watt of installed DC capacity of the Systems installed for the Town of Middlebury to Michaud Law Group, LLC and \$0.09 (9 cents) per watt for each watt of installed DC capacity of the Systems installed for the Town of Middlebury to NV5.

Proposer, if selected under this RFP to allocate the Town's Municipal Accounts described in Section III.C., agrees to pay an RFP Fee of \$0.06 (6 cents) per kilowatt hour to Michaud Law Group LLC and \$0.06 (6 cents) per kilowatt hour to NV5 for each Municipal Beneficial Accounts owned the Town of Middlebury. Proposers are not required to use Beneficial Accounts owned by the Town of Middlebury to develop the On-Site Projects listed in Section III.B.

The RFP Fee payment schedule shall be as follows: 30% within five (5) days of securing all necessary permits to begin construction; 40% within five (5) days of commencement of construction; and the remaining 30% within five (5) days of the commercial operation date of the System.

This RFP Fee payment compensates Michaud Law Group LLC and NV5 for their considerable time and resources assisting the Town of Middlebury with the RFP. Failure to pay the RFP Fee in a timely manner shall disqualify the selected proposer from this RFP and/or constitute an event of default under the PPA. Proposer may incorporate the RFP Fee into the proposed PPA Price under the RFP.

**B. Advertising:**

The selected Proposer shall not name the Town, or Michaud Law Group in its advertising, news releases, or promotional efforts without the Town's and Michaud Law prior written approval. Any permission to do so granted by the Town and Michaud Law Group to the selected Proposer shall not be deemed to be a statement about the quality of the selected Proposers' work or the Town's and Michaud Law Group's endorsement of the selected Proposer.

C. Cost for Preparing and Ownership of Proposals:

The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Town and Michaud Law Group shall have no liability for such cost. All proposals submitted shall become the Town's property and will not be returned to the Proposers.

D. Freedom of Information Act:

All information submitted in a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

E. Insurance:

The selected Proposer shall, at its own expense and cost, obtain and keep in force at a minimum the insurance coverage listed in the PPA. The Town reserves the right to request from the selected Proposer a complete, certified copy of each such required insurance policy naming the Proposer's counterparty in the PPA as a named insured.

F. Compliance with Immigration Laws:

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the PPA will comply, with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the PPA will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the PPA and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the PPA.

The selected Proposer shall defend, indemnify, and hold harmless the Town and Michaud Law Group and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties

related to or arising from the obligations under IRCA imposed upon the selected Proposer or any of its subcontractors. The selected Proposer shall also be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the PPA.

G. Non-Collusion Bidding Certificate:

Each Proposer shall submit a completed Proposer's Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B. Additionally, each Proposer shall submit a completed Town Bidder Hold Harmless Agreement that is attached to this RFP.

H. Nonresident Real Property Contractors:

If the selected Proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The selected Proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the selected Proposer's activities under the Contract. The selected Proposer shall also be required to pay all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this section, whether a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

I. Prevailing Wages:

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town's jurisdiction. A selected Proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the selected Proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the selected Proposer and its subcontractors. The Connecticut Department of Labor, Wage and Workplace Standards Division's Wage and Labor Compliance package is incorporated into the RFP by this reference.

J. Preferences:

The selected Proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the selected Proposer agrees that in the employment of labor to perform the work under the PPA, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have



continuously resided in the county where the Town is located for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

**K. Workers Compensation:**

Prior to Contract execution, the Town will require the tentative selected Proposer to provide 1) evidence of compliance with the workers' compensation insurance and self- insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative selected Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

**L. Safety:**

The selected Proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the PPA has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the PPA.

**IX. AWARD CRITERIA & SELECTION:**

**A. Proposal Opening and Review:**

All Proposals will be opened and analyzed by Michaud Law Group. Michaud Law Group will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal or proposals and execute a PPA, and, if applicable, a land lease/license with the Proposer.

**B. Proposal Selection:**

The Town will select the Proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the System(s) and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon lowest energy pricing alone. The Town will use the following criteria, among others, in evaluating proposals:

1. Proposal completeness and compliance with the RFP's requirements;
2. Financial strength and stability;
3. Photovoltaic engineering, project and construction experience;
4. Project engineering analysis;
5. Recent prior PPA experience;
6. Equipment proposed for the Systems;
7. Customer service and maintenance capabilities;
8. PPA price/energy payment structure; and
9. Likelihood that the proposal will be awarded a CT NRES contract.

C. Proposal Disqualification:

The Town will not select any proposal from a Proposer that is in arrears or in default to the Town regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

D. Preliminary Award:

The Town will select the proposal that it deems to be in the Town's best interests and issue a Preliminary Notice of Award to the selected Proposer. The award may be subject to further discussions with the Proposer. The making of a preliminary award to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Proposer has rights, and the Town has obligations, only if agreements, if any, are executed by the Town and a Proposer, and only to the extent of the obligations set out in such related agreements. Neither this RFP nor any actions taken by the Town and/or Michaud Law Group shall create any obligation toward any Proposer.

E. PPA Execution Deadline:

If the selected Proposer and the Town have not executed a PPA ten (10) days before the NRES Auction Date, for any reason including the Proposers failure to pay the RFP Fee to Michaud Law Group LLC and NV5, the Proposer acknowledges and agrees that, unless extended by the Town in its sole discretion, the Town may enter discussions with another Proposer under the RFP.

**EXHIBIT A**  
**INITIAL DISCLOSURE FORM**

**1. Exceptions to the RFP (please check the one that applies)**

This proposal does not take exception to any requirement of the RFP, including but not limited to any of the terms of the PPA that is a part of this RFP.

This proposal does take exception to requirements of the RFP. The specific exceptions are listed in a separate attachment.

**2. State Debarment List**

Is the Proposer on the State of Connecticut's Debarment List?

Yes

No

**3. Occupational Safety and Health Law Violations**

Has the Proposer or any firm, corporation, partnership or association in which it has an interest: (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes

No

If "yes," attach a sheet fully describing each such matter.

**4. Criminal Proceedings**

Has the Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

Yes

No

If "yes," attach a sheet fully describing each such matter.

**5. Ethics and Offenses in Public Projects or Contracts**

Has the Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

Yes

No

If "yes," attach a sheet fully describing each such matter.

**NOTE:**

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION #

\_\_\_\_\_  
EMAIL

\* The signatory must be an authorized representative of the Proposer with full power and authority to execute this Disclosure Form.

*This form must be signed and returned with the bid.*

**EXHIBIT B**

**NON-COLLUSION BIDDING CERTIFICATE**

The undersigned bidder acknowledges and agrees that the attached response and offer submitted by bidder is submitted in connection with the proposal to provide Town with a Power Purchase Agreement ("PPA"). By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as Exhibit C.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION #

\_\_\_\_\_  
EMAIL

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

***This form must be signed and returned with the bid.***

**EXHIBIT C  
TOWN BIDDER HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ ("Proposer") hereby agrees that it will indemnify and save harmless the Town of Middlebury and Michaud Law Group LLC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of Middlebury or Michaud Law Group LLC by reason of any omission or act of the bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Middlebury and/or Michaud Law Group LLC in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Middlebury and/or Michaud Law Group LLC the bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION #

\_\_\_\_\_  
EMAIL

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

***This form must be signed and returned with the bid.***



**EXHIBIT D**

**PROPOSAL FORM**  
**(This sheet must be completed)**

**Photovoltaic Module:**

Manufacturer: (or equivalent): \_\_\_\_\_

Model: (or equivalent): \_\_\_\_\_

**Inverter:**

Manufacturer: (or equivalent): \_\_\_\_\_

Model: (or equivalent): \_\_\_\_\_ PV

	<u>Cost</u>	<u>\$/kilowatt DC</u>	<u>\$/Watt DC</u>
Generating Equipment:	\$ _____	\$ _____	\$ _____
Engineering & Permitting	\$ _____	\$ _____	\$ _____
Construction & Installation	\$ _____	\$ _____	\$ _____
Operations & Maintenance	\$ _____	\$ _____	\$ _____
RFP FEE	\$ _____	\$ _____	\$0.18
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____

kW Capacity:                      kW (STC) \_\_\_\_\_                      kW (PTC) \_\_\_\_\_

Projected Annual AC Production:              kWh at the meter \_\_\_\_\_

Proposed PPA Price/Escalator (0% and 1%) \$ \_\_\_\_\_ (Michaud Law Group) \$ \_\_\_\_\_ (NV5)

Municipal Beneficial Account Compensation to Middlebury: \_\_\_\_\_

**Provide a report showing the expected annual and total savings to the Town of Middlebury over the life of the 20- or 30-Year PPA for all the Systems based on the proposed PPA price and escalator rate (if any).**

***This form must be signed and returned with bid.***

**EXHIBIT E  
RFP FEE AGREEMENT**

**(This RFP Agreement must be signed to participate in the RFP)**

Proposer, if selected under this RFP to develop the On-Site Projects listed in Section III.B., agrees to pay an RFP Fee of \$0.09 (9 cents) per watt for each watt of installed DC capacity of the Systems installed for the Town of Middlebury to Michaud Law Group, LLC and \$0.09 (9 cents) per watt for each watt of installed DC capacity of the Systems installed for the Town of Middlebury to NV5.

Proposer, if selected under this RFP to allocate the Town's Municipal Accounts described in Section III.C., agrees to pay an RFP Fee of \$0.06 (6 cents) per kilowatt hour to Michaud Law Group LLC and \$0.06 (6 cents) per kilowatt hour to NV5 for each Municipal Beneficial Accounts owned the Town of Middlebury. Proposers are not required to use Beneficial Accounts owned by the Town of Middlebury to develop the On-Site Projects listed in Section III.B.

The RFP Fee payment schedule shall be as follows: 30% within five (5) days of securing all necessary permits to begin construction; 40% within five (5) days of commencement of construction; and the remaining 30% within five (5) days of the commercial operation date of the System.

This RFP Fee payment compensates Michaud Law Group LLC and NV5 for their considerable time and resources assisting the Town of Middlebury with the RFP. Failure to pay the RFP Fee in a timely manner shall disqualify the selected proposer from this RFP and/or constitute an event of default under the PPA.

Proposer may incorporate the RFP Fee into the proposed PPA Price under the RFP.

By signing this RFP Fee Agreement, Proposer agrees to all terms and conditions of this RFP.

**AGREED AND ACCEPTED:**

Proposer Signature: \_\_\_\_\_

Proposer Name (Printed): \_\_\_\_\_

Proposer Company: \_\_\_\_\_

Date: \_\_\_\_\_

***Proposers must sign and return this RFP Fee Agreement and include it with their RFP response to be considered under this RFP.***

**END OF RFP**



**TOWN OF MIDDLEBURY**  
*Board of Selectmen*

RECEIVED FOR FILING  
NOV. 14 2022 at 10:15 AM  
TOWN CLERK'S OFFICE  
MIDDLEBURY, CT

**MINUTES**  
**Meeting of the Board of Selectmen**  
**Monday, November 07, 2022 – 4:00 p.m.**  
**Town Hall Conference Room**

*[Signature]*  
TOWN CLERK

**Start: 4:08 p.m.**

**End: 5:20 p.m.**

**Present:**

Edward B. St. John, First Selectman  
Elaine Strobel, Selectman  
Ralph Barra, Selectman  
Robert W. Smith, Town Attorney  
Curtis Bosco – Zoning Enforcement Officer

Paul Michaud – Michaud Law Group  
Aldo Mazzaferro – Clean Energy / NV5  
Robert Ives – Michaud Law Group  
Marj Needham, Middlebury Bee Intelligencer  
Liana St. Germain, Recording Clerk

**Call to Order with Pledge of Allegiance**

The meeting was called to order by the First Selectman at 4:08 p.m. with the Pledge of Allegiance.

**Approval of October 17, 2022, Meeting Minutes**

First Selectman Edward B. St. John MOTIONED to approve the October 17<sup>th</sup>, 2022 minutes  
SECONDED by Selectman Ralph Barra. Unanimous approval.

**Tax Rebates**

Daimler Trust - \$365.65  
Enterprise FM Trust - \$280.72  
Enterprise FM Trust - \$284.62  
Charles Peal - \$473.56

First Selectman St. John has requested these rebates take their usual course, SECONDED by  
Selectman Strobel. Unanimous approval.

**Resignation**

None

**Appointments**

None

**Discussion and Consideration**

First Selectman St. John noted to these present to put December 6<sup>th</sup> on their calendars, an unknown  
time as of yet, for the swearing-in of Chief of Police Patrick Deely.

**Revised Employee Handbook** – First Selectman St. John MOTIONED to approve the revised  
employee handbook, subject to modifications with the Town Attorney, SECONDED by Selectman  
Strobel. Unanimous approval. Selectman Strobel had a question in regard to the computer section,  
with employees not using the town computer for personal use. Robert Smith suggested making the  
handbook loose leaf, which will make it easier to change and or add a policy.

**MINUTES – BOARD OF SELECTMEN MEETING**

Monday, November 7, 2022, at 4:00 pm

Page 2

**MRA Study Group** – First Selectman St. John noted he received from the Park and Recreation Commission a list, and he requested they come up with some names for the MRA Study Group. First Selectman St. John is in the process of working with John Calabrese to get an accurate survey and a plot plan of the property of exactly what's in the ground. Aerial shots were taken of the area with the police drone, but they are waiting until there are fewer leaves on the trees. First Selectman St. John requested that everyone look over the list of individuals, most of which will be of advisory in nature, and one individual needs to be from the Public Works Commission. First Selectman St. John MOTIONED to move forward and table any further discussion until the next meeting, SECONDED by Selectman Strobel. Unanimous approval.

First Selectman St. John MOTIONED to Amend the Agenda, to add Revised Library Position, Adult Services and Community Outreach Coordinator, SECONDED by Selectman Barra. Unanimous approval.

**Revised Library Position** – First Selectman St. John MOTIONED to approve the Revised Adult Services and Community Outreach Coordinator position SECONDED by Selectman Strobel. Unanimous approval.

**Presentation**

**Michaud Law Firm / NV5**

Curtis Bosco, Zoning Enforcement Officer, was tasked about a year and a half ago by the First Selectman St. John, to look into and coordinate the building of the addition at the Public Works Department, solar panels on the rooftop to generate electricity to offset what the department consumes. For ten years the town has been spinning its wheels trying to get something off the ground. Mr. Bosco introduced the individuals in attendance who will be presenting to the group "Solar PV Opportunity For Middlebury, CT". Paul Michaud is an Attorney and has specialized in the Solar Energy development business for several years. Aldo Mazzaferro is based in New York City, he represents a company called NV5, a consulting group that works exclusively with the commercial and industrial solar industry. Robert Ives retired from Eversource and is now part of the Michaud Law Firm. First Selectman St. John authorizes to allow Michaud Law Firm to proceed with the RFP, SECONDED by Selectmen Strobel. Unanimous approval. See attached presentation.

**Executive Session**

None

**Adjournment**

First Selectman Edward B. St. John MOTIONED to ADJOURN the meeting at 5:20 p.m.; SECONDED by Selectman Ralph Barra. Unanimous approval.

The next meeting is slated to take place on Monday, November 21, 2022, at 4:00 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

*Liana St. Germain*

Recording Clerk

## **ADULT SERVICES AND COMMUNITY OUTREACH COORDINATOR**

The Adult Services and Community Outreach Coordinator plans and provides programming & services for patrons, selects circulating and non-circulating materials for adults, performs collection management and maintenance, gathers statistical data, writes grants, conducts computer instruction for the public, and provides reference services to all ages.

This position reports directly to the Library Director. This is a supervisory position, overseeing the Technical Services Department, and requires independent judgement and action within specific parameters set by the Library Director.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Develops, coordinates, and presents programming and outreach consistent with community needs.
- Provides instruction for patrons in the use of library catalog and databases, internet, and basic office software.
- Supervises the Technical Services Department, cataloging as needed.
- Helps patrons at circulation desk.
- Writes grants.
- Collects statistical data.
- Staff training, answers reference questions, and provides readers' advisory services.
- Performs collection development, management, and maintenance.
- Assists in troubleshooting technology problems for public and staff, including issues with smartphones, tablets, e-readers, computer applications, and library software.
- Evaluates and prioritizes the needs of the library's adult services on a regular basis; reporting and advocating these needs to the Library Director.
- Serves as a member of the Interlibrary Loan Team.
- Assists with creation and maintenance of displays throughout the library.
- Represents the library to community groups.
- Participates in library planning, fundraising campaigns, and committees.
- Keeps informed of current events and of developments in the library field. Attends professional workshops and conferences.
- Performs other duties as assigned.

### **PHYSICAL DEMANDS**

Must be physically able to operate a variety of equipment including computers and hand-held scanners.

Must be able to maneuver/lift 25 pounds of library materials.

Must be able to shelve materials on shelves from ankle level up to about head level.

Must be able to operate telephones.

Must be able to stand and sit for long periods of time.

Requires participating in community events that take place outside.

### **COMPENSATION**

This full-time benefitted position (37.5 hours per week). The Town of Middlebury offers a compensative benefit package.

The salary for this position is \$55,000.

### **QUALIFICATIONS**

Masters in Library Science from an ALA-accredited program

Valid Connecticut driver's license

Excellent oral and written communication skills

Excellent interpersonal skills

Advanced computer skills

Gathers statistical data

Ability to set priorities and complete projects independently and as a member of a team

Ability to work an evening and Saturday as assigned

### **PREFERRED QUALIFICATIONS**

Three years of public library experience as a professional librarian.

Progressively responsible supervisory experience in a public library.

Cataloging experience

### **SKILLS AND EXPERIENCE IN ONE OR MORE OF THE FOLLOWING AREAS:**

IT support, Interlibrary Loan, grant writing, fundraising, website maintenance, graphic design, marketing, social media.

Job Description replaces Adult Services Librarian (Approved November 13, 2012)

Waiting on Board of Selectmen Approval 11/4/2022

Approved by the Board of Selectman on 11/07/2022.





**SOLAR PV OPPORTUNITY FOR  
MIDDLEBURY, CT**

**MICHAUD  
LAWGROUP N | V | 5**

## AGENDA

MICHAUD  
LAWGROUP NV5

1. Introduction to NV5 & Michaud Law Group
2. Activity to Date
3. Results & Findings
4. Township of Stafford Springs - Case Study
5. Next Steps & Timeline
6. Questions & Answers

## INTRODUCTION TO MICHAUD LAW GROUP



- MLG is a clean energy-focused law firm headquartered in Middletown, CT
- MLG services include project siting, permitting, tariff payments, municipal net metering, and administration of clean energy request for proposals on behalf of municipalities.
- 160 MW of Solar & Microgrid Projects - 25 years of experience
- Key team members:
  - Paul Michaud – Principal/Managing Attorney
  - Bernadette Antaki – Senior Attorney
  - Dylan Gillis – Associate Attorney
  - Bob Ives – Director of Business Development

## NV5 – CLEAN ENERGY GROUP

MICHAUD  
LAWGROUP NV5



- 20+ year history
- Formerly Celtic Energy, Inc. from Glastonbury, CT
- \$4+ Billion worth of Clean Energy Investments
- Primary areas of expertise:
  - Energy Project Quality Assurance
  - Feasibility Planning
  - Solar PV & Battery Planning & Acquisition
  - Electric Vehicle Fleets & Infrastructure
  - Resiliency & Microgrid
  - Solar PV Asset Management
  - Performance monitoring via Measurement & Verification
- Key team members
  - Aldo Mazzaferro, PE, CEM, CEA
  - Jim Pagliaro, CEM, CMVP, LEED AP

## LOCAL & NATIONAL REFERENCES



- **Strong local presence**
  - Utility program expertise
  - Familiarity with local Clean Energy contractors
  - Identify market-specific opportunities for the City
  - Proven Track Record with Municipalities throughout CT
  
- **National leader in Clean Energy**
  - Best practices nation-wide
  - Comprehensive experience from advanced clean energy markets

Sampling of CT clients	Sampling of National References
City of Stamford	Department of Defense
City of Danbury	City of Boston, MA
Town of Woodstock	San Diego Unified SD, CA
Town of Woodbridge	Washington D.C.
Town of Stafford	States of CT, RI, MA, NV, DE
Town of New Milford	Clark County SD (Las Vegas)
Town of Hamden	Montgomery County PS (MD)
Town of Branford	Wake County Schools (Raleigh)
Town of Avon	University System of North Carolina
Town of Tolland	University System of Maine
Town of Coventry	City of Reno, NV
Town of Greenwich	Rhode Island College
Town of Wilton	Federal Bureau of Investigation
Town of New Canaan	Los Angeles County, CA
Town of Plainfield	City of Augusta, GA
Eversource	Department of Veteran Affairs

**ACTIVITY TO DATE**

- 1. Conducted site visits to assess opportunity for Solar Opportunities (Roof, Canopy, and Ground Mount)**
- 2. Conducted Baseline Energy Analysis based on historical utility bills**
- 3. Developed Solar PV models for key sites**
- 4. Estimated potential savings opportunities**



## INITIAL FINDINGS – BASELINE ANALYSIS



- Town-wide annual electric use is approximately 1.2 Million kWh
- Town-wide electric costs are over \$200,000/yr
- Largest users represent 75% of use/cost per year
  - WPCA Pumping Stations - 36%
  - Police/Fire Departments - 18%
  - Public Library – 12%
  - Public Works – 9%

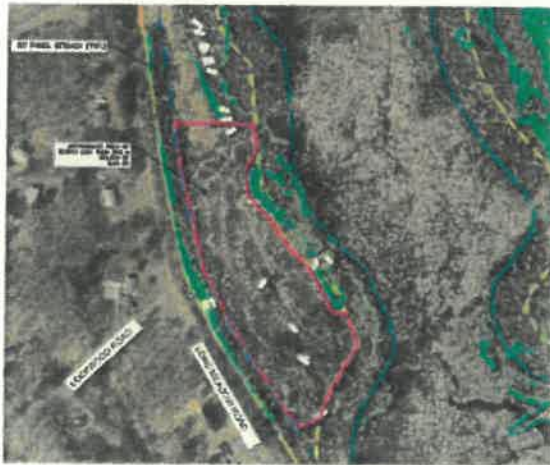
## SOLAR PV OPPORTUNITY

- Potential for 4,600 kW to be deployed across Town-sites (Ground, Canopy, Roof)
- Solar Production equivalent to more than 4x the Town's annual consumption
- Many options to pursue 100% offset of the Town's consumption with clean energy production & potentially create revenue stream for the Town

Site Name	Solar Opportunity (kW)	Opportunity Type
Long Meadow Road	2,400 kW	Ground
Middlebury Road	1,800 kW	Ground
Meadowview Park	180 kW	Canopy
Fire Department	85 kW	Canopy
Public Works	110 kW	Roof
Police Department	30 kW	Canopy
<b><u>TOTAL</u></b>	<b><u>4,605 kW</u></b>	

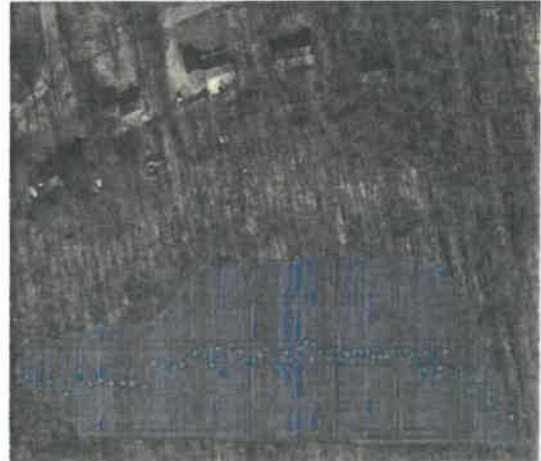
# SOLAR PV OPPORTUNITY - GROUND

Site Name	Solar Opportunity (kW)	Opportunity Type
Long Meadow Road	2,400 kW	Ground



# SOLAR PV OPPORTUNITY - GROUND

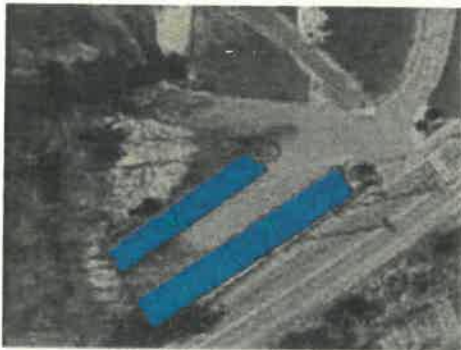
Site Name	Solar Opportunity (kW)	Opportunity Type
Middlebury Road	1,800 kW	Ground





# SOLAR PV OPPORTUNITY - CANOPIES

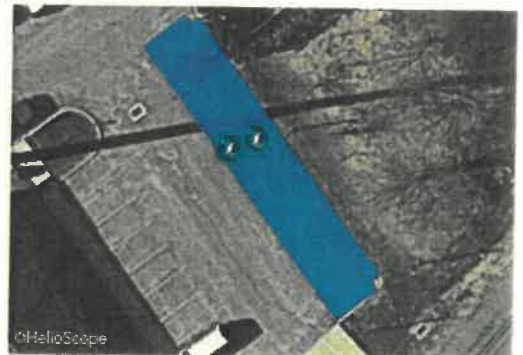
Site Name	Solar Opportunity (kW)	Opportunity Type
Meadowview Park	180 kW	Canopy
Fire Department	85 kW	Canopy
Police Department	30 kW	Canopy



**Meadowview Park**



**Fire Department**

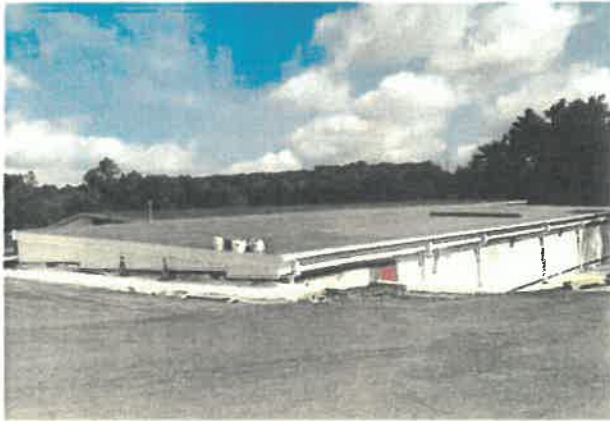


**Police Department**

# SOLAR PV OPPORTUNITY - ROOFS

MICHAUD  
LAWGROUP NV5

Site Name	Solar Opportunity (kW)	Opportunity Type
<b>Public Works</b>	<b>110 kW</b>	<b>Roof</b>





## CASE STUDY – TOWN OF STAFFORD SPRINGS

MICHAUD  
LAWGROUP NV5

- Installed 3.4 MW (AC) solar system: Stafford MS (2 x 1.3 MW) and Town Landfill (848 kW)
- Virtual net-metered system financed via TELP and funded with savings and ZRECs
- \$4.3M over 15 years and \$12.3M over 25 years.
- Combined with a high efficiency geothermal heat pump system
- Overall savings of more than \$24M over 25 years



## NEXT STEPS & TIMELINE

Activity	Timeline
Release RFP to Clean Energy Development Industry	December 1 <sup>st</sup> , 2022
Site Visits by Potential Respondents	December 19 <sup>th</sup> , 2022
Bid Proposals Due	February 13 <sup>th</sup> , 2023
Town & Consultant interview of Top Prospects	February 27 <sup>th</sup> , 2023
Internal Town & Consultant – Selection Meeting	February 28 <sup>th</sup> , 2023
Bid Overview Presentation at Town Council Meeting	March 2023
Town Council to vote on Proposal	April 2023
<b><u>Town Council Approval of the Definitive Agreements</u></b>	<b><u>May 2023</u></b>

**QUESTIONS?**

**MICHAUD  
LAWGROUP NV5**

**For additional questions, please contact:**

**Aldo Mazzaferro, PE, CEM, CEA**  
**Executive Director of Business Development**  
**NV5 - Clean Energy**  
**[Aldo.Mazzaferro@NV5.com](mailto:Aldo.Mazzaferro@NV5.com)**  
**C: (516) 567-2337**

**Paul Michaud, Esq., MBA**  
**Principal / Managing Attorney**  
**Michaud Law Group, LLC**  
**[PMichaud@michaud.law](mailto:PMichaud@michaud.law)**  
**C: (860) 338-3728**



**Paul R. Michaud**  
Principal/Managing Attorney  
Michaud Law Group LLC  
515 Centerpoint Drive, Suite 503  
Middletown, Connecticut 06457  
Direct Line: 860-829-9231  
Cell Phone: 860-338-3728  
E-Mail: pmichaud@michaud.law  
Website: www.michaud.law

March 20, 2024  
**SENT BY E-MAIL**

Edward B. St. John  
First Selectman  
Town of Middlebury  
1212 Whittemore Road  
Middlebury, CT 06762

**Re: Termination of Legal Representation for Solar RFP**

Dear First Selectman St. John:

On January 4, 2023, the Town of Middlebury (“Town”) entered into an engagement letter with Michaud Law Group LLC (“MLG”) to develop and deploy a Solar Request for Proposals (“RFP”) to solicit proposals from solar companies to develop and deploy solar generating facilities on Town buildings and land for the Town's benefit. MLG carried out the RFP and solicited solar companies interested in deploying solar panels on the rooftop of the Department of Public Works facility and a ground-mounted solar array on a particular Town-owned parcel. Accordingly, MLG has satisfied the scope of work set out in the engagement letter.

A Board of Selectman (BOS) meeting was held on March 18, 2024, to discuss the proposed ground-mounted solar array on Town land. Members of the Board and the public expressed dissatisfaction with the solar array, believing it did not provide the Town with sufficient benefits to justify utilizing Town land, which is something that MLG cannot rectify due to the market nature of the RFP. Therefore, MLG has chosen to terminate our relationship with the Town regarding this matter. Under the alternative fee arrangement in the engagement letter, the Town has paid no fees to MLG for this matter, and no fees are due.

Please contact me if you have any questions or concerns.

Sincerely,

Paul R. Michaud

Cc: Curtis Bosco, Zoning Enforcement Officer