

**LEGISLATIVE COUNCIL REGULAR MEETING
COUNCIL CHAMBERS, 3 PRIMROSE STREET, NEWTOWN, CT
WEDNESDAY, NOVEMBER 4, 2020**

MINUTES

PRESENT: Jordana Bloom, Alison Plante, Chris Smith, Phil Carroll, Judit DeStefano, Paul Lundquist, Dan Wiedemann, Cathy Reiss, Dan Honan

PRESENT VIA TELECONFERENCE: Ryan Knapp, Chris Eide, Andy Clure

ALSO PRESENT: First Selectman Dan Rosenthal, Attorney Robert Hall, 1 press

CALL TO ORDER: Mr. Lundquist called the meeting to order with the Pledge of Allegiance at 7:32 pm.

VOTER COMMENT: None

MINUTES: Mr. Honan moved to accept the minutes of the October 21, 2020 Legislative Council Regular Meeting. Seconded by Mr. Wiedemann. All in favor. Motion passes (12-0).

COMMUNICATIONS: Mr. Lundquist congratulated the full Connecticut State House Delegates on their election victory.

We received two emails from a resident, one sharing concerns about racism in Newtown; and the other letter referencing the Zoom bombing of the Newtown Non-Profit Council. Mr. Lundquist also included a letter written by himself regarding an update on the recent Zoom bombings. *See attachment A.*

Mr. Lundquist shared that BOF Chair Sandy Roussas reached out to him about potentially scheduling a meeting with the BOF and would like to invite the Council's finance committee and the BOE's finance committee to attend. Mr. Lundquist will share the date once that has been set.

Ms. DeStefano inquired about those that spoke at the last meeting. Have we been clear in communicating what the process is with them in forming a committee around this? Mr. Lundquist replied that outside of the town, there has been some discussion at the town level about putting a committee together. It's in process but it is not specifically a Council action and will be shared once the details are in place. The First Selectman clarified that a committee is an action of the BOS not the Legislative Council. Ms. Bloom asked if we, as a Council, can support this committee or become more involved so it's something the Council doesn't lose site of it beyond this point. Mr. Lundquist will definitely update everyone once things start to come together.

COMMITTEE REPORTS:

Education Committee – None

Finance Committee – Mr. Eide met and went through the CIP policy and spoke on the fund balance policy. There is language in there regarding the non-lapsing account and its role with the Legislative Council and felt it was prudent to wait for the situation to work itself out with legal before diving in to see if any changes need to be made to the policy.

Municipal Operations Committee – None

Ordinance Committee – None

FIRST SELECTMAN'S REPORT: First Selectman Dan Rosenthal reported that the ribbon cutting for the new police department will be privately held by invite only at 11:00 am on Saturday November 7th. The public is

welcome to come between 12:00 pm - 2:00 pm. Ms. Plante asked on the results regarding the Fairfield Hills ballot question. The First Selectman confirmed that the question on whether to include a housing component on campus passed – the final count was 9,401 (56%) to 7,311 (44%). He anticipates once the request is made to P&Z, it will be done as a special exception meaning that it would require that a site plan be submitted and a hearing required before P&Z on any plan that would come forward on housing. The referendum question was not binding. There will still be more public input.

NEW BUSINESS

Discussion and Possible Action

- Castle Hill Farm Conservation Easement

Mr. Lundquist explained that the BOS, BOF and the Legislative Council initiated the preservation of this property through a grant back in 2017 which was all approved. The initial grant was very restrictive and specific to farming – it did not include active tourism. The Paproski's ended up pulling out of that grant back in 2018. A new grant came along in 2019 through the Connecticut Farmland Trust. The original grant was for 60 acres and the town's responsibility was \$450,000. Under this new grant, it includes 31.5 acres and the town's responsibility is \$299,089. The First Selectman reported that the appropriation was approved by the then BOS, BOF and Legislative Council. The money was bonded in our open space fund and was intended to preserve that property. The preserved portion of land is located between Route 302 and Sugar Lane and is all the frontage that wraps around. Attorney Hall represents the Paproski family. The town has done a good job preserving land and this grant will allow the land to be preserved, but also the Paproski's can continue to live and farm there. Attorney Robert Hall commented he was not involved with the original application process, but was called on by the Paproski's to help guide them back in June. He noted that he carefully went through the easement and tried to make some improvements on their behalf. Some changes were made back in August which had to be reapproved by the federal agency (NRCS). It has since been reapproved and they are currently looking forward to closing. Mr. Smith asked why it had to come down in acreage. Attorney Hall responded that it was a totally different grant where the original grant was restricted to farming only, and the Paproski's interest is more agrotourism which this current grant allows. There are 55 acres running between Route 302 and Sugar Lane - this entire frontage is protected property. There is some other good land in the center and one issue that had to be addressed was whether you could get from the road to the center crossing the protected property for any use other than what the protected property is limited to. They had to agree to allow the central piece to be used for whatever it is appropriate for which was a major part of their negotiations.

Ms. Reiss asked what is driving this whole thing. The First Selectman stated that the town has a substantial amount of open space and has tried hard to preserve open space throughout town. This was identified as a property that could be preserved, along with the cooperation of the owner. We have no other role in it other than holding a proper easement. Attorney Hall added that what it boils down to is that there is over half mile of frontage that is being restricted. If the farm is not financially viable, the most obvious use of that property is building lots and this is what the protection is for – it is to prevent future use of that frontage for building purposes. Ms. Reiss asked that because Newtown is listed as a “co-grantee” with the Connecticut Farmland Trust how will it work with the state on how it will get done. Attorney Hall stated that they continue to use the land as they are using it now. The farmland trust is the active party and have grantees in many protected properties throughout the state and will be responsible for reporting to the state. It didn't seem that there was much the Paproski's had to do but to keep living as they have been. The First Selectman stated that this will formerly get recorded as a filed easement. Ms. Reiss asked if the property will continue to get taxed. The First Selectman stated that yes it is still taxable – the only difference is that it is non-developable land. *See attachment B.*

Ms. DeStefano moved to approve the Castle Hill Farm Grant of Agricultural Land Easement filed between Steven J. Paproski and Diana M. Paproski and Connecticut Farmland Trust Inc. and the Town of Newtown per the agreement presented and authorize the Town to pay the Paproski's \$299,089 per

the agreement. Seconded by Ms. Plante. All in favor. Motion passes (12-0).

- Newtown CIP Policy

Mr. Eide moved to accept the Capital Improvement Plan policy as moved at the Finance and Administration Committee meeting of October 22, 2020. Seconded by Mr. Honan. All in favor. Motion passes (12-0).

Mr. Eide presented the edited CIP policy and gave a brief overview on a few of the changes they made. *See attachment C.* He began by thanking the BOF for the amount of time and effort they have put in to thoroughly reviewing the changes presented and were highly influential behind the committee's work. The committee wanted to better define what each body and role has within the various boards including the BOF, BOS and BOE. They made changes to wording in Section 310-6 in bundling in that it would be called out for discussion. In section 310-7, they included some clarification of roles most notably within the BOF. Mr. Wiedemann questioned, in regards to section 310-7(M)1, where it states that the BOF has ten days to act on any recommendations presented by the Legislative Council; are they proposing that this is set in stone - would we have the ability to extend this time frame in case of things delaying it beyond the LC's control like a storm, etc. Mr. Eide responded that the Legislative Council "may act" after ten days, not "must act".

VOTER COMMENT: None

ANNOUNCEMENTS: Mr. Lundquist alerted everyone that they will soon begin the process of a Charter revision. By Charter, this is to be done every five years. The last adoptive revisions were done in December of 2016. We will begin work to allow the Charter Revision Commission to adopt any potential revisions by November 2021 – this is the date we will target for passage by the public. As a Council, we will begin by naming a Charge Committee and a Recruitment Committee made up of the LC. The Charge Committee will help reach out to different boards and commissions for any input on what revisions they have in mind. Then this will help organize to formally charge a newly seated committee which will be done by the Recruitment Committee.

ADJOURNMENT: There being no further business, Mr. Wiedemann moved to adjourn the meeting at 8:16 pm. Seconded by Ms. Bloom. All in favor.

*Respectfully submitted,
Rina Quijano, Clerk*

**THESE MINUTES ARE SUBJECT TO APPROVAL BY THE LEGISLATIVE COUNCIL
AT THE NEXT MEETING.**

Attachment A

From: Susan Kassirer suejkassirer@gmail.com
Submitted on Thursday, October 22, 2020 - 11:49am
Subject: Racism in Newtown

Dear Legislative Council Members:

As a resident of Newtown, I want to express my support of the six Newtown residents who spoke so eloquently and forcefully at the end of last night's Legislative Council meeting. I applaud my fellow Newtowners for the service they have done to our community in speaking up about racism in Newtown and definitively stating that racism has no place here and is not okay.

Like so many others, I was filled with disgust and outrage at the racist Zoom bombing of our national congressional representative Jahana Hayes's Virtual Town Hall discussion here in Newtown on October 12th. Unfortunately, this kind of unacceptable and offensive behavior has been encouraged from the top branch of our federal government, which means that we here in Newtown have to fight extra hard to combat racist behavior here. We also have to work hard to find the perpetrator(s) and hold them accountable for their behavior. It is paramount that Newtown do this immediately.

The lame excuse that we don't know if these were Newtowners who Zoom bombed the meeting and therefore are obligated to do nothing holds no water. This happened in Newtown at a Newtown Virtual Town Hall. If we do nothing, who will take action? It is Newtown's responsibility to get to the bottom of this act of overt racism and aggression and address racism in our community. It is irrelevant who these people were. The fact is that racism exists in every community in this country, including Newtown.

It is clear to me that the Legislative Council needs to establish a board or commission devoted to the problem of racism here. We need to take this problem seriously and not brush it under the rug. If we don't address it now and take a stand against racism, the problem will only accelerate. It is not okay that our representative to the United States House of Representatives was assaulted this way in a Newtown Virtual Town Hall. It is not okay with her, it is not okay with me, and it is not okay for Newtown to do nothing.

I would appreciate it if this letter could be put on record as having been sent to you, the Legislative Council.

Sincerely,

Susan Kassirer
6 Still Hill Road
Sandy Hook

From: Susan Kassirer suejkassirer@gmail.com
Submitted on Thursday, October 22, 2020 - 12:27pm
Subject: Racism in Newtown (again)

Dear Legislative Council Members:

Pursuant to my letter of earlier this morning, I have now heard that a virtual meeting of Newtown's Non Profit Council was zoom bombed just this morning with the identical language used in the zoom bombing of Representative Hayes's Newtown Virtual Town Hall. Dan Rosenthal, our First Selectman, and the Newtown Police have been notified.

As I just said in my previous letter, "It is clear to me that the Legislative Council needs to establish a board or commission devoted to the problem of racism here. We need to take this problem seriously and not brush it under the rug. If we don't address it now and take a stand against racism, the problem will only accelerate."

Indeed, it has accelerated, in only ten days. And again, the lame excuse that we don't know if these were Newtowners who Zoom bombed the meeting and therefore are obligated to do nothing holds no water. This happened in Newtown, again. If we do nothing, no one will. It is our responsibility to take immediate action.

Respectfully yours,

Susan Kassirer
6 Still Hill Road
Sandy Hook

From: Paul Lundquist <plundquist.newtown@gmail.com>
Date: Thu, Oct 29, 2020 at 3:09 PM
Subject: An Update on Rep Hayes Zoom Call Investigation

To Legislative Council Members:

Coming out of our 10/21 Legislative Council meeting, two members of the Legislative Council formally requested an update on the investigation of the racist incident that took place during Rep Jahana Hayes' Zoom call. As a Council, I know we're united in our condemnation of this hateful and disgusting language and know it has no place in our public discourse, in our town, or in our society.

The following questions were asked of the Police Department and First Selectman regarding the status of this investigation:

- Is there an investigation?
- Are there suspects?
- What is the expected timeline for an investigation like this?
- What agencies are involved?
- What crimes do they believe may have been committed?
- Can you confirm whether this is being considered a hate crime?
- Have warrants been issued to obtain information from Zoom?
- Is Zoom cooperating and expediting information?
- From screenshots are names known, IP addresses, email?
- Is there anything we in the community can do to assist the investigation?

I received the following responses from both First Selectman Rosenthal and Police Chief Viadero.

From First Selectman Rosenthal:

There have been three incidents of zoom/virtual meetings being interrupted by racist messages over the last 2 weeks: Rep Hayes Town Hall, an NHS Class of 2024 meeting and the Non-Profit Council. Active investigations are underway and I am satisfied that the Newtown Police Department is taking the necessary steps as part of that. I defer to the Chief as to what if any comment he would like to make, but I think commenting as to suspects and steps being taken is not prudent as part of an ongoing investigation.

From Police Chief Viadero:

As stated, we are investigating three separate incidents. At this time we are working with the State's Attorney's Office and have consulted with other agencies in obtaining information. Additionally, ex parte warrants have been issued in the hopes of gaining identifying information. We have the complete cooperation of the entities that were impacted as well as information provided by Zoom to the meeting host.

Due to the fact it is an ongoing investigation, and ongoing work is being done, it is not

prudent to discuss specifics. We want to protect the integrity of the investigation by not prejudicing potential witnesses or suspects. Additionally, it is too premature to indicate if there are any suspects, or determine possible charges. In the event a suspect is identified the appropriate charges will be determined after consultation with the State's Attorney.

While I understand and appreciate the concern of our community and council members, our priority is to conduct a thorough investigation that is not compromised by the release of investigative details or materials.

I am extremely confident in this agency's ability to investigate the incidents and have access to other LE resources if needed. I hope this will aid in addressing everyone's concerns. If there are any substantial updates I will let you know prior to your meeting on November 4th.

Thank you for your cooperation and concern. As is the sentiment of your council, these incidents are both disturbing and do not define the NEWTOWN community. My officers are equally disturbed by these incidents and are committed to identifying the responsible individual or individuals.

Anyone with local information can contact Detective Lt Richard Robinson at 203-270-4255.

As Council Chair, I support any steps the Legislative Council can take to denounce all forms of racist sentiment in Newtown. I appreciate that these questions were asked, and respect that the responses received will, first and foremost, maintain the integrity of this ongoing investigation. Thank you, First Selectman Rosenthal and Chief Viadero, for your ongoing efforts on these matters.

As we move forward I hope each of us will keep in mind the comments shared by members of the public at our 10/21 meeting, and continue to self-reflect and contemplate our own actions and mindset as elected officials to help eliminate all forms of racism here in Newtown.

Respectfully,

Paul

Paul Lundquist
Chairman, Legislative Council

Paproski Agricultural Land Easement

After recording, please return to:

Connecticut Farmland Trust
77 Buckingham Street
Hartford, CT 06106

**CASTLE HILL FARM
GRANT OF AGRICULTURAL LAND EASEMENT**

This Grant of **AGRICULTURAL LAND EASEMENT** (“**ALE**” or “**ALE Deed**”) made this ____ day of _____, 2020 by and between STEPHEN J. PAPROSKI a/k/a STEPHEN JOHN PAPROSKI and DIANA M. PAPROSKI, having an address at 40 Sugar Lane, Newtown, CT 06470 who with their successors in title to all or any portion of the Protected Property as hereinafter defined, including heirs, executors, administrators, successors and assigns, in perpetuity, are collectively referred to as “**Grantor**,” and CONNECTICUT FARMLAND TRUST, INC., a Connecticut nonstock corporation with a business address at 77 Buckingham Street, Hartford, CT 06106, together with its successors and assigns, in perpetuity, and TOWN OF NEWTOWN, a municipal entity having a principal place of business at 3 Primrose Street, Newtown, CT 06470, together with its successors and assigns, in perpetuity, hereinafter collectively referred to as “**Grantee**.” Grantor and Grantee are hereinafter collectively referred to as the “**Parties**.” This ALE includes a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

RECITALS:

A. Grantor is the owner in fee simple of certain real property in the Town of Newtown, County of Fairfield, and State of Connecticut, with an address of 1 Sugar Lane, Newtown, CT 06470 and comprising 31.483 acres, hereinafter called the “**Protected Property**,” which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which Protected Property is more particularly described in Exhibit A attached hereto and incorporated by this reference.

B. Grantee Connecticut Farmland Trust, Inc. is a publicly-supported tax exempt, non-stock organization incorporated under the laws of the State of Connecticut, whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific, charitable, and educational purposes. Grantee is qualified to acquire and hold conservation restrictions under the provisions of Connecticut General Statutes Section 47-42a et seq. and is a “qualified organization” under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter referred to as the “Code”). Grantee has received determination letters from the Internal Revenue Service, on file at the offices of Grantee, to the effect that Grantee is a “publicly supported” charitable organization under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the

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Code and is not a private foundation as defined in Section 509(a) of the Code. Donee represents that it has the commitment to protect the conservation purposes of the conservation easement and the resources to monitor and enforce the restrictions in perpetuity.

Co-Grantee Town of Newtown is a governmental unit described in Section 170(b)(1)(A)(v) of the Internal Revenue Code of 1986, as amended, and is a “qualified organization” under Section 170(h) of the Code to receive qualified conservation contributions.

C. This **AGRICULTURAL LAND EASEMENT** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the “Purpose of the ALE”). Baseline conditions of the Protected Property are set forth in a Baseline Report, a copy of which is maintained in the files of the Grantee.

D. The Protected Property possesses significant natural, agricultural, scenic, forested, and open space Conservation Values and conservation interests (collectively “**Conservation Values**”) of great importance to Grantor and the people of Newtown, of the County of Fairfield, and of the State of Connecticut as set forth below in these Recitals and as documented in the **Baseline Report**.

E. Grantor and Grantee have the common purpose of conserving the Protected Property in perpetuity by Grantor’s placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from Grantor to Grantee of affirmative rights for its protection in perpetuity, intending the grant of such restrictions to be a “qualified conservation contribution” as that term is defined under Section 170(h)(2)(C) of the Code, and so as to qualify as a “Conservation Restriction” under the Connecticut General Statutes Sections 47-42a through 47-42e. Grantor and Grantee wish to avail themselves of the provisions of those laws through the protection of those Conservation Values hereinafter described in the following Recitals.

In addition, the conservation of the Protected Property will accomplish a number of the factors that determine “significant public benefit” under Treas. Reg. Section 1.170A-14(d)(4)(iv), including but not limited to the following: (i) development of the Protected Property beyond the limited development permitted hereunder would lead to or contribute to the degradation of the scenic, natural, and open character of the area, particularly in light of the fact that the region is under development pressure, (ii) by limiting development of the Protected Property and limiting its use, this conservation easement will help prevent habitat fragmentation and will increase the potential for restoring or increasing biological diversity and native plant communities, (iii) the Protected Property is an integral part of the scenic character of the local rural landscape in which it lies, and (iv) this conservation easement is consistent with public programs for conservation in the region, some of which are enumerated below.

The protection of those Conservation Values hereinafter described includes and is in

fulfillment of, and consistent with, the corresponding “conservation purposes” that are required to be protected under Section 170(h)(4) of the Code.

AGRICULTURAL CONSERVATION VALUES:

F. Preservation of the Protected Property protects significant agricultural Conservation Values, as follows:

(a) The Protected Property represents a farm in the State of Connecticut, many of which have ceased to exist in Connecticut and throughout New England due to increased development pressures and a variety of other social, economic, and global forces, the protection of which shall conserve productive agricultural land in Connecticut and prevent its change in use to residential, commercial, or industrial development;

(b) Approximately one hundred percent (100%) of the Protected Property is in or supports agricultural production and approximately seventy-eight percent (78%) of the soils have been classified as Prime Farmland, Statewide Important Farmland, and Local Important Farmland by the Natural Resource Conservation Service (NRCS), U.S. Department of Agriculture (USDA). The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Protected Property in perpetuity; and

(c) The Protected Property was formerly a dairy farm but has since transitioned to hay and pasture. The Protected Property includes a corn maze, pumpkin patch, and vegetable stand and has customers and visitors from the town of Newtown and beyond.

OPEN SPACE PRESERVATION AND FURTHERANCE OF GOVERNMENTAL POLICY, INCLUDING AGRICULTURAL PROTECTION POLICIES:

G. The preservation of the Protected Property’s open space (including farmland and forest land) through this ALE is pursuant to clearly delineated federal, state and local governmental conservation policies and will yield a significant public benefit in accordance with Section 170(h)(4)(A)(iii)(II) of the Code, specifically:

(a) The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. Section 4201, *et seq.*, whose purpose is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;” and

(b) The federal Agricultural Act of 2014, whose purposes include “(3) protect the agricultural use and future viability, and related conservation values of

Paproski Agricultural Land Easement

eligible land by limiting nonagricultural uses of that land;” and

(c) In 1963, the Connecticut General Assembly declared “that it is in the public interest to encourage the preservation of farmland, forest land and open space land in order to maintain a readily available source of food and farm products close to the metropolitan areas of the state, to conserve the state’s natural resources and to provide for the welfare and happiness of the inhabitants of the state.” (P.A. 490, 1; C.G.S. Section 12-107a); and

(d) In 1971, the Connecticut General Assembly passed Public Act 173 (codified as amended in C.G.S. Sections 47-42a through 47-42e) that authorizes the creation and enforcement of conservation restrictions, “whose purpose is to retain land or water areas predominantly in their natural, scenic, or open condition or in agricultural farming, forest, or open space use;” and

(e) Also, in 1978, the Connecticut General Assembly found that unless there is a statewide agricultural preservation program, “remaining agricultural land will be lost to succeeding generations and that the conservation of certain arable agricultural land and adjacent pastures, woods, natural drainage areas, and open space areas is vital for the well-being of the people of Connecticut.” As a consequence, the General Assembly enacted a state program for the preservation of agricultural lands through the purchase of development rights (P.A. 78-232; C.G.S. Chapter 422a, Section 22-26aa through 22-26ii); and

(f) Preservation of the Protected Property is of community and agricultural importance because it includes highly productive and important agricultural soils and is reflected as agricultural land on the land use and open space maps in the Newtown Plan of Conservation and Development dated 2014; and

(g) Funding of the preservation for the Protected Property has been approved by NRCS, USDA through the Agricultural Conservation Easement Program-Agricultural Land Easement Program; and

(i) In a letter dated December 5, 2018, the Town of Newtown endorsed the preservation of the Protected Property through this conservation easement, in recognition of the importance of the Protected Property as an agricultural resource; and

H. The current use of the Protected Property for agricultural production and its current improvements are consistent with the foregoing conservation purposes; and

I. Grantor and Grantee have the common purpose of conserving the above-described agricultural Conservation Values consistent with the Purpose of the ALE in perpetuity by Grantor’s placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from Grantor to Grantee and the United States of affirmative rights for its protection in perpetuity, intending the grant of such restrictions to be a

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“qualified conservation contribution” as that term is defined under Section 170(h)(2)(C) of the Code, and so as to qualify as a “Conservation Restriction” under the Connecticut General Statutes Sections 47-42a through 47-42e.

Grantor intends that the difference between the purchase price and fair market value of this ALE shall be a charitable contribution to grantee within the meaning of Internal Revenue Code Section 170.

NOW, THEREFORE, Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and in consideration of the payment of FIVE HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED SEVENTY SEVEN Dollars and 00/100 Cents (\$598,177.00) to Grantor and as an absolute and unconditional grant, the Grantor does hereby give, grant and convey to Grantee this Agricultural Land Easement “**ALE**”) in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth, and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

1. PURPOSE.

The primary purpose of this ALE is to protect the agricultural use, soils, current and future agricultural viability, and agricultural productivity of the Protected Property in perpetuity by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property. No activity that may significantly impair the actual or potential use of the Protected Property for agricultural production shall be permitted.

To the extent that the preservation and protection of the non-agricultural Conservation Values of the Protected Property referenced above are consistent with the primary purpose of protecting the agricultural use, soils, current and future agricultural viability, and agricultural productivity of the Protected Property in perpetuity, it is also the Purpose of this ALE to protect those additional Conservation Values of the Protected Property, and to such extent, no activity that impairs or adversely impacts the Conservation Values of the Protected Property shall be permitted.

Any permitted uses reserved to Grantor must be carried out in a manner that is consistent with the Purpose of this ALE.

The foregoing purposes of this ALE are hereinafter collectively referred to as the “Purpose.”

2. DEFINITIONS. The following definitions apply throughout this Grant. If any term defined in this section is not used in the ALE, the defined term is to be disregarded as surplus material. Many terms are defined within the individual Paragraphs of this ALE. Defined terms are indicated as such in the body of this ALE by capitalization.

ALL TERMS ARE BROADLY WORDED AND ARE SUBJECT TO CONDITIONS, LIMITATIONS AND EXCLUSIONS AS FURTHER SET FORTH IN THIS ALE.

2.1 “Agriculture” and “Agricultural Activities” means:

(a) The cultivation of the soil, including the creation, restoration, and/or maintenance of fields, grasslands, pasture, coverts, or meadows for commercial and/or non-commercial farm, nursery, agricultural or wildlife management purposes including by way of example and not limitation:

- (i) Clearing forest trees and other growth for the purposes set forth above;
- (ii) Preparing land for agricultural, pasture, garden, or open meadow use;
- (iii) Planting, seeding, and re-seeding agricultural crops, but not species with known invasive characteristics;
- (iv) Trimming and cutting brush and trees in order to maintain clear borders around or paths within such areas;
- (v) Applying herbicides, pesticides, fungicides, and fertilizers for bona-fide agricultural purposes; and
- (vi) other similar uses upon written request to the Grantee, in Grantee’s sole discretion.

(b) The cultivation, raising, production, harvesting, or sale of any agricultural or horticultural commodity grown on the Protected Property, including, but not limited to:

- (i) Crops commonly found in the community surrounding the Protected Property;
- (ii) Field crops, including, but not limited to, corn, grains, hay, potatoes, cotton, tobacco, herbs, beans, grasses and biofuels;
- (iii) Fruits, tree products and non-timber forest products, including, but not limited to, apples, grapes, nuts, berries, mushrooms and maple syrup or maple sugar;
- (iv) Vegetables of all kinds;
- (v) Horticultural specialties, including seeds, nursery stock, Christmas trees, compost, and flowers;
- (vi) Livestock and livestock products, including, but not limited to raising, shearing, feeding, hatching, caring for, training and management of livestock, including: beef cattle, sheep, swine, goats, horses, poultry, bees, milk and other dairy products, eggs, and fur bearing animals and wildlife;
- (vii) The private or commercial stabling, breeding, training, riding, pasturing and care of horses, livestock and other animals, including maintaining a riding stable;
- (viii) Raising or harvesting of aquatic plants and animals including oysters, clams, mussels, other shellfish or fish and their byproducts (“Aquaculture”); and
- (ix) Forestry Activities;
- (x) Other similar uses and commodities upon written request to the Grantee, in Grantee’s sole discretion.

(c) Agricultural Activities shall also include the following associated uses which

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are customary, supportive and agriculturally compatible uses in Connecticut:

- (i) The production, primary processing, direct sale, and storage of agricultural products grown, produced or raised principally (defined as more than 50% on a yearly average) on the Protected Property. Primary processing shall include handling, planting, drying, packing, packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any agricultural or horticultural commodity as an incident to ordinary agricultural operations, or, in the case of fruits and vegetables, as an incident to the preparation of such fruits or vegetables for market or for direct sale;
- (ii) Structures associated with the production of energy for use principally (defined as more than 50% on a yearly average) on the Protected Property, and the abutting farmland of Grantor – only if part of farm and expressly limited to such, including wind, solar, hydroelectric, methane, wood and fossil fuel systems, and structures and facilities for the storage and treatment of animal waste as more fully set forth herein;
- (iii) The operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment;
- (iv) Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation and the construction, operation and maintenance of ditches, canals, reservoirs or waterways used exclusively for agricultural purposes;
- (v) Composting and other soil enhancement activities; and
- (vi) The lawful onsite disposal of animals and agricultural products raised or housed on the Protected Property pursuant to permitted activities.

The above definition of Agriculture and Agricultural Activities is broadly worded. Inclusion of use or activity in this definition does not mean that such specific use or activity is not otherwise limited or specifically excluded elsewhere in this ALE, or restricted by applicable laws or regulations. Agricultural structures are restricted by the Structure Limitations **in Paragraph 4.12**. Forestry Activities are governed by **Paragraph 4.3**.

2.2 “Agricultural Building Envelopes” means that approximately 2.470-acre portion of the Protected Property with frontage on Sugar Lane within which the current structures are situated and that approximately 1.945-acre portion of the Protected Property with frontage on CT Route 302, where new structures may be built pursuant to and subject to the Structure Limitations herein and which is illustrated on the **Property Survey Plan** referred to in Exhibit A and recorded in the Newtown Land Records and identified in the Baseline Report.

- 2.3** “**Approval**” is defined in **Paragraph 7**.
- 2.4** “**Baseline Report**” is defined in **Paragraph 21**.
- 2.5** “**Best Management Practices**” are a series of guidelines or minimum standards recommended by governmental resource management agencies, professional organizations and universities for proper farming and forestry operations and application of pesticides, with the goal of limiting non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.
- 2.6** “**Clear, Clearing and Clear Cutting**” means the removal of all or substantially all trees and shrubs with an average diameter at base of 2 inches, where the length or width of the cleared area generally exceeds the average height of mature trees in the immediate vicinity.
- 2.7** “**Code**” is defined in Recital B.
- 2.8** “**Conservation Plan**” is that plan, or modified plan adopted pursuant to **Paragraph 4.2**.
- 2.9** “**Conservation Values**” are defined in Recitals.
- 2.10** “**Environmental Laws**” means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, **Hazardous Materials**, worker and community right-to-know, light, noise, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use restrictions as may now or at any time hereafter be in effect.
- 2.11** “**Farm**” means the facilities, equipment, structures and lands used primarily for Agriculture.
- 2.12** “**Farm Road**” is defined in **Paragraph 4.8**.
- 2.13** “**Footprint**” means the surface space occupied by a structure or device including, but not limited to, closed and unenclosed porches and garages, unenclosed decks, raised surfaces or roofs, basements and attics, measured as a product of the outermost width and length dimensions.
- 2.14** “**Forestry Activities**” means: planting, growing, harvesting, spraying, pruning, or cutting of live or dead trees, or other removal of live or dead trees, in accordance with generally accepted forestry practices and Best Management Practices, and are more particularly described and limited in **Paragraph 4.3**.

2.15 “Forest Management Plan” means that written plan adopted pursuant to **Paragraph 4.3**, prepared by a Connecticut Certified Forester.

2.16 “Grantee” is defined in the opening first paragraph and in the recitals.

2.17 “Grantor” is defined in the opening first paragraph of this ALE and in the Recitals. It shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use.

2.18 “Hazardous Materials” is defined in **Paragraph 8.3**.

2.19 “Invasive Species” are: (i) non-native plants that are disruptive in a way that causes environmental or economic harm or harm to human health, and (ii) non-native insects, fungi, parasites, and other organisms that attack native species of flora and fauna or threaten the diversity and health of the forest or other natural ecological communities.

2.20 “Notice” is defined in **Paragraph 7.1**.

2.21 “Passive Recreational Activities” are defined in **Paragraph 4.4**.

2.22 “Purpose” is defined in **paragraph 1**.

2.23 “Regulations” means the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

2.24 “Rural Enterprises” are defined in **Paragraph 4.5**.

2.25 “Structure Limitations” are set forth in **Paragraph 4.12**.

2.26 “Temporary Agricultural Structure” is defined in **Paragraph 4.12(c)**

2.27 “Water Rights” are defined in **Paragraph 3.11**.

3. CONSERVATION DEED RESTRICTIONS. LIMITATIONS ON NONAGRICULTURAL USES. The limitations on nonagricultural uses and the reserved rights for the Protected Property are based on Grantee's evaluation of the Conservation Values of the Protected Property and Grantor's goals and objectives to continue limited private use and enjoyment of the Protected Property while ensuring that the Purpose of the ALE is protected in perpetuity.

Any activity on or use of the Protected Property inconsistent with the Purpose of this ALE is prohibited, unless such use or activity is deemed necessary by Grantor and Grantee for the protection of the Protected Property's Conservation Values, in which case such use or activity shall be subject to the prior written approval of Grantee as provided in **Paragraph 7**.

Paproski Agricultural Land Easement

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed:

Any activities inconsistent with the Purpose of the ALE are prohibited. The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

3.1 Subdivision. The Protected Property must not be divided or subdivided into, or separately conveyed as, more than two separate parcels (one division allowed). To protect the Purpose of the ALE, the boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS or the Chief's authorized designee (Chief of NRCS) before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;
2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agricultural use and that any new owners of the subdivided Protected Property farm or ranch parcels intend to use such parcels for agricultural operations; and
3. The Chief of NRCS determines that the—
 - a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and
 - b. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

3.2 Use for Development. The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this ALE for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this ALE shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

3.3 Prohibited Structures and Other Improvements. There shall be no construction or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, crypt, fence or sign (other than those reasonably required by Grantor for appropriate management), asphalt or concrete pavement, parking area, billboard or other advertising display, antenna, utility pole, tower, conduit, line, electric light or any other temporary or permanent Structure or facility on, under or above the Protected Property except as provided in **Paragraph 4** Grantor's Reserved Rights.

3.4 Surface Alteration. Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as provided in (and subject to the provisions of) **Paragraph 4** Grantor's Reserved Rights.

3.5 Surface and Subsurface Mineral Exploration and Extraction – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed. _

3.6 Changes to Vegetation. Removal, destruction, or cutting of trees over 3" or introduction of invasive plants and animals, is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.7 Pesticides. There shall be no use of herbicides, insecticides, fungicides, or other potentially harmful substances or the use or disposal of said products and by-products on the Protected Property, except for Agricultural Activities and Forestry Activities, or (i) as used in a selective manner in accordance with applicable law to treat non-native insects, fungi, parasites, Invasive Species and other organisms that attack native species of flora and fauna or threaten the diversity and health of the forest or other natural ecological communities on or adjacent to the Protected Property, and (ii) as used in a selective manner to treat or to combat particular infestations of nuisance insects or animals such as wasp, hornet and rodent infestation.

3.8 Trash. There shall be no storage or dumping of ashes, trash, garbage, or similar unsightly or offensive waste material (except for storage and composting of biodegradable waste principally produced on the Protected Property, as part of activities permitted to Grantor hereunder), Hazardous Material or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property, except as may be permitted under the Structure Limitations. The preceding sentence shall not apply to the

aboveground presence, use, or storage on the Protected Property of small quantities of the above-mentioned substances that are generally recognized to be appropriate to normal residential, Agricultural or Forestry Activities on the Protected Property.

3.9 Alteration of Water Resources. There shall be no pollution, alteration, depletion nor extraction of surface water, natural water courses, lakes, ponds, marshes, wetlands, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity or quality, or which could alter natural water level and/or flow in or over the Protected Property, except as provided in **Paragraph 4**.

3.10 Recreational Vehicles. Recreational use of, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles, is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.11 Divesting of Water Rights. The Protected Property subject to this ALE includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, "Water Rights"). Grantor shall not transfer, encumber, sell, lease, or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the Approval of Grantee except as may be permitted in Grantor's Reserved Rights. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the approval of Grantee.

3.12 Industrial or Commercial Uses. Industrial or commercial activities on the Protected Property are prohibited except as provided in (and subject to the provisions of) **Paragraph 4** Grantor's Reserved Rights.

3.13 Subsequent Encumbrances Contrary to Purpose. The grant of any right of way easements (except as provided in the Structures Limitations) or use easements that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Purpose of this ALE is prohibited, except with the Approval of Grantee. The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

3.14 Other use. Any other use of the Protected Property which would be inconsistent with the Purpose of the ALE or that would impair the Protected Property's Conservation Values is prohibited

3.15 LIMITATION ON IMPERVIOUS SURFACES. Impervious Surfaces will not exceed five percent (5%) of the Protected Property, excluding NRCS-approved conservation practices. Impervious Surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to,

buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

In the event the Protected Property is subdivided as provided for in **Paragraph 3.1** the total cumulative Impervious Surface of the subdivided parcels must not exceed the Impervious Surface Limitation referenced above. The Grantor, with Grantee approval, will allocate the Impervious Surface Limit among the subdivided parcels and ensure said Impervious Surface Limitation is clearly defined in each subdivided parcel's recorded instrument.

4. GRANTOR'S RESERVED RIGHTS. Grantor retains the right to undertake or continue any activity or use of the Protected Property not prohibited by this ALE and not inconsistent with the Purpose of the ALE. Notwithstanding the Conservation Deed Restrictions and Limitations on Nonagricultural Uses of **Paragraph 3**, the following activities and uses are hereby acknowledged by Grantor and Grantee to be consistent with the Purpose of this ALE, and are expressly permitted to be carried out on the Protected Property by Grantor and Grantor's guests and invitees in a manner that does not impair the Conservation Values protected by this ALE. To the extent required for compliance with 26 CFR. 1.170A-14(g)(5)(ii), and only to the extent such activity is not otherwise subject to Notice or Approval under this ALE pursuant to **Paragraph 7**, Grantor agrees to notify Grantee before exercising any right that may have an adverse impact on the conservation interests associated with the Protected Property. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in **Paragraph 3.12(i)-(iv)** and the following activities, subject to the qualifications stated below:

4.1 Mortgage and Convey subject to ALE. Grantor retains the right to sell, give, mortgage, lease, devise, or otherwise convey the Protected Property in its entirety, except as otherwise provided herein. Any such conveyance shall be subject to the terms of this ALE. Grantor shall provide written notice of any conveyance that is not a mortgage to Grantee at least thirty (30) days prior to such conveyance.

4.2 Agricultural Activities. Grantor retains the right to conduct Agricultural Activities as more fully set forth herein, provided that all Agricultural Activities on the Protected Property shall be conducted in a manner consistent with the terms of the ALE deed and in accordance with a Conservation Plan as set forth below. Activities related to Forestry Activities shall be subject to **Paragraph 4.3** related to Forestry Activities, provided hereafter. Structures related to Agricultural Activities are limited and governed by the Structures Limitations in **Paragraph 4.12**.

(a) Conservation Plan. The Conservation Plan shall be prepared by the Grantee

or by a qualified conservation professional approved by Grantee in consultation with the Grantor and as needed NRCS.. The Conservation Plan shall be updated periodically, and in any event at any time the basic type of agricultural operation on the Protected Property changes or ownership of the Protected Property changes; and shall provide for management of the Protected Property in a manner consistent with generally accepted Best Management Practices, including, but not limited to, those practices identified by the Natural Resource Conservation Service (NRCS) Electronic Field Office Technical Guide, and in a manner that takes into account the protection of the Conservation Values of the Protected Property. The Conservation Plan shall include a plan that complies with 7 CFR Part 12 pertaining to all highly erodible land on the Protected Property. If the NRCS standards and specifications for highly erodible land are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised Conservation plan. The Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the standards and specifications of the NRCS Electronic Field Office Technical Guide or comparable source. Grantor shall provide Grantee with a copy of the Conservation Plan and with copies of any updates and/or revisions. Grantee and NRCS or other applicable organization, shall have the right to enter the Protected Property, with advance notice to Grantor, in order to monitor compliance with the Conservation Plan. A copy of the current Conservation Plan is kept on file with the Grantee.

4.3 Forestry Activities. Forest Management and Timber Harvest.

(a) In General. No Clear Cutting or prescriptive burning shall be permitted unless conducted in accordance with an approved Forest Management Plan, Farmland Restoration Plan (as defined in C.G.S sections 22-6c and 22-6d, as may be amended) or Conservation Plan. All Forestry Activities shall be consistent with then current Best Management Practices.

(b) Personal Use. Without permission of Grantee, Grantor may:

(i) Clear forested areas for conversion to agricultural purposes or conduct prescriptive burning, but only if done in accordance with the Conservation Plan or Farmland Restoration Plan; and

(ii) Cut timber to reasonably control insects and disease, to prevent personal injury and property damage, and for firewood, to maintain existing open areas on the Protected Property, and for construction material for use on the Protected Property, including construction of permitted buildings and fences on the Protected Property.

(c) Commercial Use. Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property and in accordance with a written Forest Management Plan The Forest Management Plan shall describe management practices to conserve, protect, and enhance the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource

manager, in consultation with the Grantee. All commercial harvesting of timber and other wood products, timber stand improvements, and other forestry activities, including the marking of trees for harvest, as well as the construction, maintenance, removal and repair of access roads shall be conducted under the supervision of a Connecticut Certified Forester in conformance with a written Forest Management Plan, including any updates and/or revisions, approved by Grantee, which takes into account the protection of the Conservation Values of the Protected Property. This plan may be incorporated by reference in the Conservation Plan for the property, but such a Conservation Plan does not meet this requirement for a Forest Management Plan unless that section is prepared by a qualified Connecticut Certified Forester and consistent with the provisions of this Paragraph.

4.4 Passive Recreational Activities. Grantor shall retain the right to conduct outdoor Passive Recreational Activities compatible with the Purpose of this ALE. For the purposes of this ALE, “Passive Recreational Activities” means low-impact, non-developed uses that do not involve structures or uses that threaten the soil resource, and are consistent with the Purpose, such as: exercise, sporting, and nonmotorized recreational activities that are predominantly outdoor in nature, including but not necessarily limited to hunting, trapping, bird watching, biking with non-motorized bicycles, fishing, walking, hiking, running, crosscountry skiing, snow shoeing, shooting, non-commercial camping, horseback riding, and similar activities. Passive Recreational Activities do not include operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized land-based recreational vehicles or construction or placement of any permanent or temporary playing field, course, or court for recreational activities including, but not limited to, golf, tennis, soccer, football, hockey, baseball, and/or basketball, or shooting ranges.

Grantor shall also retain the right for private, non-commercial recreational purposes, to reasonably use and operate motorized vehicles on the Protected Property; provided however, that such use shall be limited in extent and location so as not to have a significant impact on soils or cause siltation and erosion of the Protected Property.

4.5 Permitted Industrial or Commercial Uses. The following uses are specifically permitted within the Protected Property:

- (i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;
- (ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;
- (iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and
- (iv) Commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, farm wineries, and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(v) Operation of a corn maze, pumpkin patch, and vegetable stand.

4.6 Rural Enterprises. The right to operate Rural Enterprises within the Agricultural Building Envelopes, and to construct and improve buildings for such use in accordance with the Structure Limitations, provided that the Rural Enterprise shall be incidental and subordinate to the primary use of the Protected Property for Agricultural, Forestry and residential purposes. For the purposes of this ALE, “Rural Enterprises” are defined as ancillary businesses or home occupations that support the financial viability of the use of the Protected Property for Agricultural Activities, including but not limited to, lawful home occupations, professional home offices, bed and breakfasts, events such as festivals and weddings, corn maze, pumpkin patch, vegetable stand, farm machinery repair, firewood sale and distribution, breweries and wineries, and educational programs. Trailer parks, golf courses, shooting and driving ranges and auto dealerships are expressly prohibited. Buildings and improvements relating to Rural Enterprises must be completely located within the Agricultural Building Envelope and be consistent with the Structures Limitations.

4.7 Operate Necessary Vehicles. As reasonably necessary in connection with permitted uses, activities, management, and protection of the Protected Property, the right to use and operate automobiles, light trucks, off-road vehicles, Forestry equipment, emergency and rescue vehicles, maintenance equipment, and other equipment. Notwithstanding the foregoing, the right to use all-terrain vehicles and other off-road vehicles shall not be construed to include their use by the general public or for general recreational purposes, as distinguished from oversight and management of the Protected Property or the reasonable exercise of activities permitted to Grantor on the Protected Property.

4.8 Trails and Farm Roads. The right to construct, relocate on site, repair, maintain, and use unpaved paths, trails, Farm Roads, and roadways, stone walls, bridges, culverts, gates and fences in furtherance of the activities permitted herein only, and the right to utilize motorized vehicles in performing such activities. However, the use of any on-site materials must be done in a manner that is limited in scope and impact consistent with protecting the Conservation Values of the Protected Property. All such paths, trails, and Farm Roads shall be constructed with permeable materials, including but not limited to sand, gravel, shell, rock, or crushed stone and subsurface synthetic stabilization materials and located to have as little disturbance as reasonably possible to prime and important soils. Impermeable surfaces may be used where necessary for erosion control. For the purposes of this ALE, “Farm Road” means a passable roadway, surfaced in accordance with the above limitations, suitable for farm and forestry equipment and uses reasonably related to the activities permitted to Grantor hereunder. Maintenance of existing roads documented on the Baseline Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on

the Protected Property.

Grantor reserves the non-exclusive right to use, improve and maintain those existing and any future paths, trails, Farm Roads, roadways and bridges located on the Protected Property which are necessary to carry out the agricultural operations and other allowed uses on the protected Property, for ingress and egress to and from Grantor's remaining land not subject to this ALE (the "Remaining Land"). The Remaining Land is shown on the Property Survey Plan as "22+/- Acres, Other Land of Stephen John Paproski and Diana Paproski, Not an Approved Building Lot." All maintenance or improvement of said paths, trails, Farm Roads, roadways and bridges (hereinafter "Access Ways") must be in accordance and compliance with the provisions of the first paragraph of this Section 4.8. Where an Access Way does not abut the Remaining Land Grantor may seek approval to build, use and maintain connecting Access Ways from a then existing Access Way to the Remaining Land in accordance and compliance with the provisions of the first paragraph of this Section 4.8.

4.9 Use of Water Resources. The right to use, maintain, establish, construct, and improve water sources, watercourses, and water bodies within the Protected Property for Agricultural Activities. In addition, Grantor may alter the natural flow of water over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the Agricultural or Forestry potential of the Protected Property, provided such alteration is consistent with the Purpose of this ALE and is carried out in accordance with law and the Conservation Plan or applicable Forest Management Plan. Grantor may conduct wetlands and watercourse habitat improvement or restoration, including Invasive Species control, as allowed by law and the applicable Conservation Plan or Forest Management Plan.

If such activity is aimed at increasing Aquaculture on the Protected Property and would have a substantial impact on farmland soils, such activity may only be conducted with prior Approval of the Grantee, in its sole discretion.

4.10 Surface Alteration. The following surface alterations are specifically permitted within the Protected Property:

- (i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;
- (ii) Erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and
- (iv) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed.

4.11 Erosion Control. The right to remove, place, or replace soil or ground

material to control and reduce soil erosion, preserve manmade wetlands, restore or remove dams, and restore manmade ponds within the existing Footprint as depicted in the Baseline Report. Such modifications shall only be conducted as part of a Conservation Plan or Forest Management Plan in furtherance of Agricultural Activities and/or Forestry Activities.

4.12 Allowed Structures and Improvements (“Structure Limitations”). Construction on the Protected Property. The right to construct, maintain, relocate, improve, and replace structures and farm buildings as provided hereafter. All new structures and improvements must be located within the Agricultural Building Envelopes containing approximately 2.470 acres and approximately 1.945 acres which are illustrated on the **Property Survey Plan** referred to in Exhibit A and recorded in the Newtown Land Records and identified in the Baseline Report. The identified boundaries and locations of the approved Agricultural Building Envelopes may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Agricultural Building Envelopes may not be larger than the approved Agricultural Building Envelopes and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Agricultural Building Envelopes, the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Agricultural Building Envelopes.

(a) Fences and walls. Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE.

(b) Existing Permanent Agricultural Structures and Improvements. The existing agricultural structures and improvements may be repaired and replaced on their current Footprints at their current location within the area in the Agricultural Building Envelopes without Notice or Approval of Grantee. Grantor shall request Approval of Grantee prior to enlarging existing structures inside the Agricultural Building Envelopes, or if required by current zoning, municipal, environmental and health regulations, replacing existing agricultural structures in another location in the Agricultural Building Envelopes.

Grantor shall submit a request for Approval of Grantee to construct any replacement Agricultural Structures outside of the Agricultural Building Envelopes, or enlargement of existing agricultural structures outside the Agricultural Building Envelopes. Grantee may give Approval for construction outside of the Agricultural Building Envelopes in Grantee’s sole discretion. Such Approval shall not be unreasonably withheld.

(c) Temporary Agricultural Structures may be built on the Protected Property without prior Notice or Approval of Grantee. “Temporary Agricultural Structure” means a non-habitable structure, including without limitation pole sheds and run-in sheds, to be

used for Agricultural Activities, constructed on vertical poles, posts, or concrete tubes, but without full footings, a foundation, or any facilities requiring a septic or other underground waste disposal system, and which only requires minor grading, but not excavation, of the land. Provided however, that prior Notice to Grantee is required if utilities (water, electric) to Temporary Agricultural Structures are to be constructed or run underground outside of the Agricultural Building Envelopes.

(d) New Permanent Agricultural Structures & Agricultural Improvements

(i) Within Agricultural Building Envelopes. Subject to Grantee's Approval, new buildings and other structures and improvements to be used primarily for Agricultural or Forestry Activities and not to be used for human habitation may be built in the Agricultural Building Envelopes.

(ii) Outside of Agricultural Building Envelopes. Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Paragraph 3.12** and **Paragraph 4** including **Paragraph 4.12(i)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be built outside of the Building Envelopes with prior written approval of the Grantee.

(e) Residential Dwelling. No new residential dwellings may be built on the Protected Property.

(f) Utility Services and Septic System Within the Agricultural Building Envelopes, wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, satellite dishes, septic waste disposal facilities, solar panels, or other utility services necessary to serve the permitted uses and buildings permitted herein ("Utility Services") may be installed, maintained, repaired, removed, relocated, or replaced, and Grantor may grant Utility Services easements over and under the Protected Property for such purposes without Approval of Grantee. Unless it is economically unreasonable to do so, Utility Services shall be limited to the Agricultural Building Envelopes and the existing Farm Roads on the Protected Property. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, improved, or replaced and existing lines, sewers, and other utilities may be maintained, repaired, improved, replaced or expanded, within the Agricultural Building Envelopes and existing Farm Roads. All utilities and septic systems shall be located so as to minimize any impacts to the Conservation Values. Existing utility services outside the Agricultural Building Envelope can continue to exist provided that any new utility services outside of the Agricultural Building Envelope shall be subject to prior approval of the Grantee.

(g) Rural Enterprises Improvements. Existing buildings and improvements within the Agricultural Building Envelopes, as of the date of this Grant, may be used for Rural Enterprises, as provided herein. Such buildings and improvements may be maintained and repaired within existing Footprints without Notice or Approval of

Grantee. With prior Notice to Grantee, existing Rural Enterprises Improvements may be replaced on the same Footprint. Grantor may request Approval of Grantee for construction of new Rural Enterprises Improvements within the Agricultural Building Envelopes or enlargement of existing Rural Enterprises Improvements within the Agricultural Building Envelopes. Grantor may request Approval of Grantee for construction of a parking area inside the Agricultural Building Envelopes to support Rural Enterprises operations, provided that the parking area be constructed of permeable materials and be located and sized to have as little disturbance as reasonably possible to prime and important farmland soils. Signage shall be allowed consistent with local zoning requirements. Such Approval may be granted in Grantee's sole discretion.

(h) Ancillary Improvements. Provided such construction is in accordance with the Impervious Surface Limitation, in addition to the structures otherwise permitted, the Grantor may construct and place minor accessory structures on the Protected Property without Notice to Grantor limited to a cumulative Footprint of 1,000 square feet, including (i) roosting, watering, feeding, and nesting shelters for wildlife, (ii) benches, and tree houses, and (iii) identification or educational signs associated with farm marketing. Grantee may request Approval for construction or placement of such improvements in excess of the cumulative Footprint limitation. Such Approval may be granted in Grantee's sole discretion.

(i) On-Farm Energy Production, Advertising and Communications. Subject to Grantee's Approval, new buildings and other structures and improvement for renewable energy and communications may be built on the Protected Property in the Agricultural Building Envelopes. Grantee may grant Approval for construction of any such renewable energy, advertising display or billboard that neither individually nor collectively have an adverse impact on the Purpose of the ALE, or communications structure outside the Agricultural Building Envelopes not inconsistent with the Purpose of the ALE and consistent with this Paragraph, in Grantee's sole discretion. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

5. GRANTEE'S RIGHTS OF ENTRY. To accomplish the Purpose of this ALE, the following rights of entry are conveyed to Grantee by this ALE:

a) The right to preserve and protect the Conservation Values of the Protected Property;

5.1 Right of Entry for Stewardship and Monitoring Purposes. Grantee has the right to enter the Protected Property at all reasonable times and in a reasonable manner for the purposes of: (i) inspecting the Protected Property to determine if Grantor is complying with the terms of this ALE; and (ii) documenting Grantor's compliance with this ALE and the condition of the Protected Property through photographs and other forms of visual media. Grantee will make a reasonable effort to notify Grantor prior to

entry onto any area of the Protected Property, except when emergency circumstances or prevention of a threatened breach of this ALE requires immediate entry.

5.2 Signs. Grantee shall have the right to install and maintain signs on the boundary of the Protected Property in furtherance of the rights and responsibilities of Grantee under this ALE.

6. NO PUBLIC ACCESS. Nothing contained in this ALE shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this ALE.

7. NOTICE AND APPROVAL.

7.1 Notice. Whenever notice to or approval by Grantee is required under the provisions of this ALE, or whenever Grantor intends to undertake any activity or to exercise any right that may have a material adverse effect on the Conservation Values of the Protected Property, Grantor shall notify Grantee in writing not less than ninety (90) days prior to the date Grantor intends to undertake the activity in question or exercise such right. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this ALE.

7.2 Approval. Where Grantee's approval is required by the terms of this ALE, Grantee shall approve or withhold its approval in writing. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon Grantee's finding that the proposed activity is not inconsistent with the Purpose of this ALE and will not impair the Conservation Values protected hereby. Grantee may establish reasonable conditions for the conduct of activities approved under this provision.

7.3 Approval in Changed or Unforeseen Circumstances. No use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purpose of this ALE. Grantor and Grantee acknowledge that, in view of the perpetual nature of this ALE, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this ALE or the Protected Property. Grantee therefore, in its sole discretion, may determine whether the following are consistent with the Purpose of this ALE: (a) proposed uses or proposed improvements not contemplated or addressed by this ALE or (b) alteration in existing uses or Structures.

Recognizing that Best Management Practices, technologies, climate and the ecological state of the region, and scientific knowledge will change over time, Grantor and Grantee agree that Grantee may grant approval for activities otherwise restricted or prohibited, or for which no provision is made in this ALE, as provided in this Paragraph.

A. Grantee's approval for activities otherwise restricted or prohibited, or for which

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no provision is made in this ALE, may be given in limited circumstances if Grantee determines, in its sole discretion, that such approval would 1.) be consistent with the Purpose of this ALE; 2.) be in substantial conformity with the intent of the original Grantor, and 3.) result in no negative net impact in the protection of important Conservation Values or ecological resources on the Protected Property. The circumstances that would justify such approval include:

- (i) disease, pests, fire, storm or natural disaster;
- (ii) changes in scientific knowledge, technology, or Best Management Practices;
- (iii) the existence of threatened or endangered species on or abutting the Protected Property;
- (iv) changes in climate affecting the ecological condition of the surrounding area or ecological system; or
- (v) other unforeseen circumstances that would threaten or have an adverse impact on the Purpose of this ALE,

B. Grantee and Grantor have no right or power to agree to any activities under this Paragraph that would:

- (i) adversely affect the perpetual duration of this ALE or Purpose of this ALE;
- (ii) result in the termination of this ALE over all or a portion of the Protected Property; or
- (iii) impair the qualification of this ALE or the status of Grantee under any applicable laws, including C.G.S. § 47-42a through 47-42e, and Sections 170(h) and 501(c)3 of the Code.

C. All requests for approval shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activities with the Purpose of this ALE. Grantee shall not be liable for any failure to grant approval under this Paragraph.

8. PROTECTION OF THE UNITED STATES'S INTERESTS

8.1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from

the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

8.2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

8.3. Environmental Warranty. As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials,

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worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, “Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor’s indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

8.4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States’ interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is seventy-six percent (76%), hereinafter the “Proportionate Share,” of the fair market value

of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards for Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Town of Newtown or its designee, fifty percent of the Proportionate Share; and (b) to the United States fifty percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

8.5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

9. COSTS AND LIABILITIES.

9.1 In General. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor. Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property. Grantee shall be liable for Grantee's monitoring activities that do not constitute corrective action. If Grantee discovers that corrective action is necessary, Grantor shall be responsible for all costs associated with such corrective action as provided herein.

9.2 Taxes. Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property.

9.3 Indemnification by Grantor. Grantor acknowledges that Grantee has neither possessory rights in the Protected Property, nor any right to control, maintain, or keep up the Protected Property. Grantor agrees to release, hold harmless, indemnify and defend Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantee may suffer or incur as a result of or arising out of the condition of the Protected Property or the activities of Grantor, Grantor's invitees, licensees and lessee on the Protected Property, other than those caused by the negligent acts or acts of misconduct of Grantee, and except those arising out of Grantee's workers' compensation obligations.

9.4 Indemnification by Grantee. Grantee agrees to release, hold harmless, defend and indemnify Grantor from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expense and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantee on the Protected Property, other than those caused by the negligent acts or acts of misconduct of Grantor, and except those arising of Grantor's workers' compensation obligations.

9.5 Acts Beyond Grantor's Control. Nothing contained in this ALE shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, earth movement, natural disease, unauthorized wrongful acts of third persons, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes; and nothing in this ALE shall require Grantor to take any action to restore the condition of the Protected Property after any act or event over which Grantor has no control. Notwithstanding the foregoing, nothing contained herein shall limit or preclude Grantor's and Grantee's rights to pursue any third party for damages to the Protected Property from vandalism, trespass, or any other violation of the terms of this ALE. In the event of violations of this ALE caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

9.6 Affirmative Farming Covenant. Grantor and Grantee intend that the Protected Property shall be actively used for commercial Agricultural Activities in perpetuity; however Grantor and Grantee recognize that unforeseen events may necessitate that the Protected Property, or a portion thereof, be taken out of such use temporarily or that Grantor may, for whatever reason, wish to cease conducting commercial Agricultural Activity on the Protected Property for a period longer than one (1) year. Grantor shall notify Grantee within (i) thirty (30) days of the decision to cease to conduct commercial Agricultural Activities on the Protected Property or a portion thereof, for a period longer than one (1) year; or (ii) within fifteen (15) days of the date that is one (1) year from the date of last conducting commercial Agricultural

Activities on the Protected Property, or portion thereof.

During the period of cessation of Agricultural Activities, Grantor agrees to keep the Protected Property open and available for Agricultural Activities consistent with the Conservation Plan and its open condition at cessation of Agricultural Activities. If Grantor fails to resume active commercial Agricultural Activities within one (1) year after last conducting Agricultural Activities on the Protected Property, regardless of whether a cessation notice is given, and fails to maintain the property in its open and agricultural condition during such time by cutting the open areas at least once per year, Grantee shall have the right, but not the obligation, to enter on the Property to cut, mow or hay the fields and open areas as reasonably necessary to preserve their availability for agricultural use and to control invasive species, and to retain the proceeds therefrom, if any.

10. GRANTEE'S REMEDIES.

10.1 In General. Grantee has the right to preserve and protect the Conservation Values of the Protected Property.

10.2 Enforcement. Grantee has the right generally to (i) prevent any activity on or use of the Protected Property by Grantor or third persons (whether or not claiming by, through, or under Grantor) that is inconsistent with the Purpose of this ALE; (ii) to require Grantor or third persons to restore such areas or features of the Protected Property that may be damaged by any inconsistent activity or use to its condition at the time of the donation; and (iii) to enforce this ALE in the case of violation of its terms by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings.

Specifically, in the event that Grantee becomes aware of a violation of the terms of this ALE, Grantee shall give notice to Grantor, and request corrective action sufficient to abate such violations and restore the Protected Property to its previous condition prior to the violation. Grantor agrees that the Baseline Report shall be deemed to provide objective information concerning the Protected Property's conditions at the time of this grant. Failure by Grantor to discontinue or take such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this ALE; to require the restoration for the Protected Property to its condition substantially similar to that which existed prior to the violation; to enjoin such non-compliance by temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages when recovered may be applied by Grantee, in its sole discretion, to corrective action on the Protected Property. The Parties to this ALE specifically acknowledge that events and circumstances of noncompliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity or through administrative proceedings.

10.3 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph *ex parte* without prior notice to Grantor or without waiting for the period for the thirty (30) day cure to expire.

10.4 Forbearance Not a Waiver. Any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this ALE or of any of Grantee's rights. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches with respect to any delay by Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this ALE.

11. COSTS. Grantor acknowledges that Grantee has accepted this ALE in reliance on its entitlement to costs as set forth hereafter. By accepting a deed to the Protected Property, any successor owner and all subsequent owners agree to be personally bound by the terms and conditions of this ALE, including the obligations of this Paragraph.

11.1 Grantee's Entitlement to Costs of Enforcement. Recognizing that Grantee is a charitable organization with limited resources that has a duty to protect the Protected Property and property rights it holds in the public interest, Grantor agrees to reimburse Grantee for all reasonable costs incurred by Grantee in enforcing this ALE or in taking reasonable measures to remedy or abate any violation hereof by Grantor, Grantor's agents, employees, lessees, guests or others for whose action on the Protected Property Grantor is responsible, including without limitation the costs of suit and reasonable expert and attorneys' fees, mediation and, if applicable, arbitration costs, the drafting any related new conservation protection or enhancement documents, and other payments ordered by such court or arbitrator; provided that a violation of this ALE is acknowledged by Grantor or determined to have occurred by an arbitrator or court of competent jurisdiction, as the case may be. If Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

11.2 Non-Enforcement Costs. Grantor acknowledges that any stewardship endowment does not cover Grantee's non-monitoring costs in considering and documenting any request made to Grantee by Grantor to interpret, clarify, amend or approve requested activities. Grantee may require Grantor to pay all reasonable costs incurred by Grantee, whether or not the request is granted, pertaining to such requests and, if applicable, of implementing any permission granted. Such costs shall include, as applicable, staff time and consulting fees for reviewing the request and evaluating its potential environmental impacts, appraisal costs to determine if such approval would result in private inurement or confer an impermissible private benefit, and any necessary boundary surveys and monumentation.

12. TITLE. Grantor covenants and represents that Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the aforesaid ALE; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this ALE, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid ALE.

13. GRANTOR'S ENVIRONMENTAL WARRANTY AND HOLD HARMLESS.

Grantor warrants that Grantor has no actual knowledge of any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Laws relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release on, at, beneath or from the Protected Property of Hazardous Materials.

Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property by Grantor, or arising from or connected with a violation of any Environmental Laws by Grantor.

14. DURATION; PARTIES SUBJECT TO ALE. The covenants agreed to and the terms, conditions, and restrictions imposed by this ALE shall not only be binding upon the Parties but also their lessees, agents, personal representatives, heirs, successors and assigns, and all other successors to Grantor and Grantee in interest and shall continue as a servitude running in perpetuity with the Protected Property.

A party's rights and obligations under this ALE shall terminate upon the transfer of the party's interest in the ALE or Protected Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive transfer, but this ALE shall not be affected by such transfer, the transferee having the rights and obligations of the transferring party.

15. SUBSEQUENT TRANSFERS. Grantor agrees that the terms, conditions, restrictions and Purpose of this ALE or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days prior to the said transfer. By acceptance of any deed or other conveyance of the Protected Property, any successor Grantor personally accepts and agrees to comply with the covenants and obligations set forth in this ALE. The Parties recognize that Grantee has accepted this ALE in reliance on every successor Grantor's acceptance of such obligations and liabilities.

16. NO EXTINGUISHMENT BY MERGER. Grantor and Grantee agree that the terms of this ALE shall survive any merger of the fee and ALE interest in the Protected Property in view of the public interest in the enforcement of this ALE. In the event of merger, (i) Grantee as successor in title to Grantor shall observe and be bound by the

obligations of Grantor and the restrictions imposed upon the Protected Property by this ALE; (ii) Grantor and Grantee shall immediately undertake such steps as are necessary under the laws of the State of Connecticut to re-instate the terms and conditions of this ALE; and (iii) Grantee as promptly as practicable shall assign Grantee's interests in this ALE of record to another holder in conformity with the requirements of this ALE. Any instrument of assignment of this ALE or the rights conveyed herein shall refer to the provisions of this Paragraph, and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation easement has been granted to avoid merger. This provision survives the extinguishment of the ALE.

17. ASSIGNMENT. The parties hereto recognize and agree that the benefits of this ALE are in gross and assignable. Grantee hereby covenants and agrees that in the event it transfers or assigns this ALE, the organization receiving the interest must be a qualified organization as that term is defined in Section 170(h)(3) of Code (or any successor section) and the regulations promulgated thereunder, which is organized and operates primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code. Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this ALE was originally intended to advance.

18. LIMITATION ON AMENDMENTS. This ALE is intended by the Parties to protect the Conservation Values of the Protected Property in perpetuity. There may come a time when unusual and unforeseen circumstances arise which in the judgment of Grantor and Grantee merit consideration of amendment of this ALE, and Grantee determines, in its sole and absolute discretion, that such amendment is appropriate to enhance the preservation of the Protected Property in perpetuity, to correct an error or clarify an ambiguity, to add new land area to the protection of the ALE, to remove a Grantor's retained right, or to upgrade standard language and format to reflect statutory or regulatory changes, improve enforcement and improve administration, and is consistent with the Purpose of the ALE and approval of such amendment has been given by the United States per **Paragraph 8.5** hereof.

Such amendment must meet ALL of the following criteria, as determined by Grantee in its sole and absolute discretion:

- (a) clearly serve the public interest and be consistent with Grantee's mission,
- (b) comply with all applicable federal, state and local laws,
- (c) not jeopardize Grantee's tax-exempt status or status as a charitable organization under federal or state law,
- (d) not result in private inurement or confer an impermissible private benefit,
- (e) be consistent with the Purpose(s) of this ALE,
- (f) not be inconsistent with the charitable intent of the donor, and any direct funding source,

- (g) have a net beneficial or neutral effect on the relevant Conservation Values protected by this ALE, and
- (h) not negatively affect the enforceability of this ALE.

The Parties may not amend this ALE in any way that could adversely affect the perpetual duration of this ALE with respect to all or any portion of the Protected Property.

Any amendment of this ALE in accordance with this Paragraph shall be executed by Grantee or by Grantee's successor in title to the benefits of this ALE and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies and recorded in the official land records of the town where the Protected Property is located. Grantee shall not be liable for any failure to grant approval under this Paragraph.

19. EXTINGUISHMENT. Grantor hereby agrees that at the time of the conveyance of this ALE to Grantee, this ALE gives rise to a real property right, immediately vested in Grantee. The value of Grantee's real property right is represented by the ratio of the value of this ALE on the date of this ALE to the value of the Protected Property, without deduction for the value of the ALE, on the date of this ALE, as determined in accordance with the valuation substantiation requirements of Treas. Reg. Section 1.170A-14(h)(3) (the "Grantee's percentage interest").

For purposes of this Paragraph, the ratio of the value of this ALE to the value of the Protected Property unencumbered by this ALE shall remain constant, and Grantee's percentage interest in the fair market value of the Protected Property thereby determinable shall remain constant,

If a subsequent unexpected change in the conditions surrounding the Protected Property can make impossible or impractical the continued use of the Protected Property for conservation purposes, this ALE can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction and in accordance with state law. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, Grantee shall be entitled to receive Grantee's percentage interest in the gross proceeds of such sale, exchange, or involuntary conversion of the Protected Property in priority to the owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion, and in priority to any other lien or claim encumbering the Protected Property, as such percentage interest is determined under the provisions of this Paragraph.

The owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion shall bear

the responsibility for the payment and satisfaction of any claims or liens against the Protected Property. If Grantee does not receive its percentage interest from the proceeds of such sale, exchange, or involuntary conversion, then Grantee may recover the resulting deficiency from the post-extinguishment owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion. Grantee may record a lien to secure its recovery of such deficiency. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Purpose of this ALE.

Any extinguishment of this ALE in accordance with the provisions of this Paragraph shall be recorded in the official land records of the town where the Protected Property is located and Grantee shall, upon request, promptly and without charge, execute in recordable form and deliver to Grantor such instrument as Grantor may reasonably request for this purpose. In the event of extinguishment, the provisions of this Paragraph shall survive extinguishment.

Whenever all or any part of the Protected Property or an interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. Prior to any reimbursement of related expenses incurred by Grantor and Grantee, Grantee shall first be entitled to receive Grantee's percentage interest from the recovered proceeds in conformity with the provisions of this Paragraph (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this subparagraph shall be in addition to, and not in limitation of, any rights they may have at common law. Grantee shall use its share of the proceeds in a manner consistent with the Purpose set forth herein.

20. GENERAL AND MISCELLANEOUS PROVISIONS.

20.1 In General. The interpretation and performance of this ALE shall be governed by the laws of the State of Connecticut. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. The obligations imposed by this ALE upon Grantor, if more than one, shall be joint and several. Reference to any Paragraph herein shall be construed to include all subparagraphs and subsections under the referenced Paragraph. Whenever the context so requires or admits, words in the singular number shall include the plural, and vice-versa, and any word in a given gender shall include either or both genders.

20.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this ALE shall be liberally construed to effect the conservation Purpose of this ALE and the policy and purpose of Sections 47-42a through 47-42e of the Connecticut General Statutes, as amended. If any provision of this ALE is found to be ambiguous, an interpretation consistent with the Purpose of this ALE that would render the provision valid and perpetually enforceable shall be favored over any interpretation that would render it invalid.

20.3 Severability. If any provision of this ALE or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions for this ALE and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.4 Entire Agreement. This ALE and the Exhibits attached hereto set forth the entire agreement of the parties with respect to the ALE and supersede all prior discussions, negotiations, understandings, or agreements relating to the ALE, all of which are merged herein.

20.5 Re-recording. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this ALE; for such purpose, Grantor appoints Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

20.6 Governmental Approvals. The conveyance of this ALE by Grantor to Grantee shall not relieve Grantors of the obligation and responsibility, to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses of the Protected Property even if consistent with the conservation purposes of this ALE.

20.7 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this ALE and shall have no effect upon construction or interpretation.

20.8 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

20.9 Notices. Any notices required in this ALE shall be sent by registered or certified mail return receipt requested, or sent by receipted delivery service or acknowledged facsimile transmission, or delivered by an official authorized to make service of process in the recipient's jurisdiction, to the following address or such address as may be hereafter specified by notice in writing:

Grantor:
Stephen J. and Diana M. Paproski
40 Sugar Lane, Newtown, CT 06470

Grantee:
Connecticut Farmland Trust, Inc.
77 Buckingham Street, Hartford, CT 06106

Paproski Agricultural Land Easement

Town of Newtown
3 Primrose Street, Newtown, CT 06470

If no address has been designated, notice shall be provided to the address shown for the owner of the Protected Property or Grantee on the Assessor's records of the Town where the property is located.

21. BASELINE REPORT. In order to establish the condition, present uses and state of improvement of the Protected Property and its Conservation Values as of the date of this ALE, Grantee and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Report") including maps, photographs, and other documentation, and have certified the same as an accurate representation of the condition of the Protected Property as of the date of this ALE. The Baseline Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this ALE. It may be used by Grantee to establish that a change in the use or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee or Grantor of other evidence to establish the condition of the Protected Property as of the date of this ALE. Grantee shall maintain copies of the Baseline Report.

22. ECONOMIC HARDSHIP. In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this ALE may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed to be a circumstance justifying the amendment, termination or extinguishment of this ALE. In addition, the inability of Grantor, or Grantor's successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this ALE, or the unprofitability of doing so, shall not impair the validity of this ALE or be considered grounds for its termination or extinguishment.

23. NO TAX ADVICE. Each Party hereto acknowledges and agrees that it has not received and is not relying upon tax or other advice from any other Party, and that it has and will continue to consult its own advisors. Grantee makes no representation or warranty whatsoever regarding the tax treatment to Grantor of this ALE.

24. RECITALS AND EXHIBITS INCORPORATED HEREIN. Any and all recitals in this ALE are agreed by the parties to be accurate, are incorporated into this ALE by reference, and shall constitute integral terms and conditions of this ALE. Any and all exhibits and addenda attached to and referred to in this ALE are hereby incorporated into this ALE as if fully set out in their entirety herein.

25. ACCEPTANCE AND ACKNOWLEDGMENT OF ALE. As attested by the signature of its authorized officer affixed hereto, Grantee hereby accepts the interest in real property and the rights and responsibilities conveyed by this ALE, in accordance with the provisions of section 47-6b of the Connecticut General Statutes.

Except for the monetary consideration, if any, specifically set forth herein, Grantee acknowledges that no goods or services were provided as consideration for this

Paproski Agricultural Land Easement

ALE.

TO HAVE AND TO HOLD the said ALE unto the said Grantee forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Paproski Agricultural Land Easement

ACCEPTED:

Witness

Grantee
CONNECTICUT FARMLAND TRUST,
INC.

By _____
Lisa C. Bassani

Its President,
duly authorized

STATE OF CONNECTICUT)

) ss. Town of

, 2020

COUNTY OF _____)

On this the ____ day of _____, 2020, before me personally appeared Lisa Bassani, to me personally known, who, being by me duly sworn, did say that she is the President of Connecticut Farmland Trust, Inc., the corporation named in the foregoing instrument; and acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Commissioner of Superior Court/

Notary Public

My commission expires:

Paproski Agricultural Land Easement

ACCEPTED:

Witness

Grantee
TOWN OF NEWTOWN

By _____
Daniel Rosenthal

Its First Selectman,
duly authorized

STATE OF CONNECTICUT)

) ss. Town of

, 2020

COUNTY OF _____)

On this the ____ day of _____, 2020, before me personally appeared Daniel Rosenthal, to me personally known, who, being by me duly sworn, did say that he is the First Selectman of the Town of Newtown, the corporation named in the foregoing instrument; and acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Commissioner of Superior Court/
Notary Public
My commission expires:

**EXHIBIT A
PAPROSKI (CASTLE HILL FARM)**

Description of the Property Subject to the ALE

A certain piece or parcel of land situated on the general southerly side of Sugar Lane and the general westerly side of Sugar Street, in the Town of Newtown, County of Fairfield, and State of Connecticut, being shown on a map or plan entitled "Monumented Property Survey Plan Prepared for Connecticut Farmland Trust and Town of Newtown, Map Property of Stephen John Paproski and Diana Paproski, Total Protected Farmland: 31.483 Acres, Newtown, Connecticut, Scale: 1"=100', April 2020," by David J. Little, LLS. Said parcel is more particularly bounded and described as follows:

Beginning at a concrete Connecticut Highway Department monument (CHD) marking the west line of Sugar Lane and the north line of Sugar Street also known as Connecticut Route 302. Running thence along said north line of Sugar Street along a curve to the right with a radius of 1,650.40 feet and curve length of 127.69 feet to a point. Running thence again along the north line of said Sugar Street the following five (5) courses and distances: South 38 degrees 59 minutes 53 seconds West 647.21 feet to a C.H.D. monument; South 41 degrees 10 minutes 30 seconds West 96.58 feet to a C.H.D. monument; South 19 degrees 08 minutes 24 seconds West 11.45 feet to a C.H.D. monument; South 39 degrees 00 minutes 24 seconds West 245.76 feet to a C.H.D. monument and South 39 degrees 00 minutes 24 seconds West 330.00 feet.

Thence turning and running along other land of the grantors (Stephen John Paproski and Diana Paproski) the following twenty-one (21) courses and distances: South 82 degrees 15 minutes 44 seconds West 40.25 feet to an iron pin; North 57 degrees 24 minutes 33 seconds West 53.20 feet to an iron pin; North 34 degrees 48 minutes 26 seconds West 71.04 feet to an iron pin; North 16 degrees 24 minutes 14 seconds West 85.21 feet to an iron pin; North 6 degrees 43 minutes 46 seconds West 95.02 feet to an iron pin; North 35 degrees 00 minutes 20 seconds West 348.88 feet to an iron pin; North 37 degrees 33 minutes 18 seconds West 180.63 feet to an iron pin; North 34 degrees 09 minutes 52 seconds West 79.96 feet to an iron pin; North 34 degrees 43 minutes 53 seconds West 301.47 feet to an iron pin; North 64 degrees 52 minutes 08 seconds West 174.61 feet to an iron pin; North 42 degrees 33 minutes 59 seconds West 45.28 feet to an iron pin; North 81 degrees 53 minutes 11 seconds West 104.18 feet to an iron pin; South 48 degrees 13 minutes 20 seconds West 343.43 feet to an iron pin; South 22 degrees 25 minutes 06 seconds West 114.45 feet to an iron pin; South 25 degrees 52 minutes 15 seconds East 143.36 feet to an iron pin; South 25 degrees 16 minutes 31 seconds East 89.79 feet to an iron pin; South 60 degrees 15 minutes 42 seconds East 147.91 feet to an iron pin; South 14 degrees 09 minutes 36 seconds East 52.75 feet to an iron pin; South 27 degrees 33 minutes 49 seconds West 104.84 feet to an iron pin; South 29 degrees 34 minutes 33 seconds West 124.21 feet to an iron pin and South 31 degrees 29 minutes 18 seconds West 283.95 feet to an iron pin located on the east line of other land now or formerly owned by Stephen Paproski.

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Running thence along the said east line of Paproski marked by a wire fence North 26 degrees 02 minutes 52 seconds West 109.38 feet to a point; North 31 degrees 42 minutes 02 seconds West 52.56 feet to an iron pin and North 65 degrees 32 minutes 58 seconds West 112.21 feet to an iron pin at the south east corner of land now or formerly owned by Daniel Fedorchek.

Running thence along the said east line of Fedorchek marked by a wire fence and stone wall North 67 degrees 44 minutes 15 seconds West 68.27 feet to a point; North 70 degrees 11 minutes 35 seconds West 44.56 feet to a point; North 77 degrees 40 minutes 19 seconds West 38.35 feet to a point; North 79 degrees 16 minutes 22 seconds West 29.28 feet to a point; North 78 degrees 06 minutes 13 seconds West 28.62 feet to a point; North 65 degrees 07 minutes 18 seconds West 14.22 feet and North 58 degrees 18 minutes 39 seconds West 13.60 feet to a point on the south line of Sugar Lane. Said point marking the north east corner of land now or formerly owned by Daniel Fedorchek.

Thence running along the southerly line of said Sugar Lane North 36 degrees 50 minutes 41 seconds East 46.45 feet to a point; North 32 degrees 56 minutes 32 seconds East 159.46 feet to a point; North 29 degrees 40 minutes 31 seconds East 75.03 feet to a point; North 34 degrees 01 minute 31 seconds East 100.04 feet to a point; North 28 degrees 44 minutes 16 seconds East 41.71 feet to a drill hole; North 35 degrees 12 minutes 00 seconds East 54.90 feet to a point; North 32 degrees 08 minutes 26 seconds East 77.34 feet to an iron pin with coordinates N 706,969.56 E 842,739.56; North 27 degrees 31 minutes 42 seconds East 43.52 feet to a point; North 32 degrees 16 minutes 45 seconds East 40.53 feet to a point; North 21 degrees 51 minutes 25 seconds East 16.40 feet to a point; North 28 degrees 06 minutes 32 seconds East 75.34 feet to a point; North 24 degrees 32 minutes 43 seconds East 31.27 feet to a point; North 31 degrees 18 minutes 42 seconds East 16.97 feet to a point; North 27 degrees 6 minutes 11 seconds East 54.52 feet to a point; North 19 degrees 33 minutes 9 seconds East 102.90 feet to a point; North 13 degrees 40 minutes 24 seconds East 150.00 feet to a point thence along a curve to the right having a radius of 118.22 feet and a curve length of 147.40 feet to a point thence North 85 degrees 06 minutes 39 seconds East 363.59 feet to a point thence along a curve to the right having a radius of 190.00 feet and a curve length of 106.43 feet to a point thence South 62 degrees 47 minutes 39 seconds East 443.34 feet to a point; South 24 degrees 15 minutes 22 seconds East 10.37 feet to a point; South 75 degrees 30 minutes 52 seconds East 11.62 feet to a drill hole; South 66 degrees 26 minutes 41 seconds East 90.93 feet to a drill hole; South 66 degrees 34 minutes 51 seconds East 58.55 feet to a point; South 69 degrees 15 minutes 09 seconds East 50.12 feet to an iron pin; North 84 degrees 45 minutes 15 seconds East 223.22 feet to a point; North 83 degrees 09 minutes 25 seconds East 74.72 feet to a point; North 80 degrees 05 minutes 41 seconds East 72.03 feet to a point; North 89 degrees 19 minutes 38 seconds East 21.51 feet to a point; North 84 degrees 08 minutes 10 seconds East 91.61 feet to a point; North 65 degrees 47 minutes 38 seconds East 13.34 feet to a point; North 81 degrees 15 minutes 05 seconds East 45.52 feet to a point; North 84 degrees 30 minutes 54 seconds East 82.01 feet to a drill hole; North 85 degrees 12 minutes 15 seconds East 100.82 feet to a point; North 83 degrees 54 minutes 53 seconds East 59.25 feet to a point; North 87 degrees 23 minutes 24 seconds

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East 24.12 feet to a point; North 84 degrees 19 minutes 47 seconds East 62.21 feet to a point and North 85 degrees 40 minutes 18 seconds East 81.92 feet to the C.H.D. monument at the point and place of beginning.

Said parcel contains 31.483 acres.

This property subject to agricultural building envelopes as shown on above referenced map.

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§ 310-1. Purpose

This policy is designed to assure that Newtown's needs are fully considered in the capital planning process. It helps to assure the sustainability of Newtown's infrastructure by establishing a process for addressing major maintenance, construction, replacement and capital asset acquisition. It strengthens Newtown's borrowing position by demonstrating sound fiscal management and showing the Town's commitment to maximizing benefit to the public within its resource constraints. It establishes a framework in which stakeholders understand their roles, responsibilities, and expectations for the process and end result. It also promotes sound, long-term operational and capital financing strategies.

§ 310 - 2. Goal

- A. The goal in adopting this regulation is to:
 1. Prioritize, on a Town-wide basis, proposed major capital assets/projects;
 2. Establish a consistent level of spending for such capital assets/projects; 3. Integrate financial planning, budgeting and debt issuance for the Town;
 4. Encourage careful project design.
- B. This Capital Improvement Plan (CIP) regulation hereby:
 1. Creates a process by which the Board of Finance adopts a proactive position regarding capital expenditures of the Town of Newtown;
 2. Creates a process by which the Board of Finance evaluates, modifies, postpones or eliminates, prioritizes, and monitors proposed capital assets/projects;
 3. Creates a process by which the Board of Finance and Legislative Council work compatibly in enacting the above Sections B(1) and (2).

§ 310 - 3. Overview

- A. The Capital Improvement Plan (CIP) is Newtown's five-year program of major capital asset/project acquisitions of a nonrecurring nature. The CIP is based on assigned priorities that consider Town: plans, needs, desires and mandates in the context of current and anticipated financial capability to finance such improvements. A "capital improvement" is defined as any expenditure for equipment, buildings, infrastructure, land acquisition, plan or project in which the total cost exceeds \$200,000.
- B. The CIP shall be reviewed at least annually. The need or idea for capital assets/projects may originate from department heads, boards or commissions. These capital assets/projects items are compiled by the Board of Selectmen and Board of Education. After review and endorsement by the respective boards, each Board presents their proposed CIP to the Board of Finance. Following the presentations, a combined CIP along with analysis by the Finance Director is presented to the Board of Finance. The Board of Finance shall review and may amend the CIP which is then presented to the Legislative Council for review, amendment and approval.
- C. A "Major Capital Asset/Project" is defined in Section 310-6.

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- D. Once the Legislative Council has approved the CIP, the CIP outlines the Town's official intent to fund these expenditures in the subsequent years' budgets. Certain items may be subject to approval by Referendum and/or require bonding authorizations.
- E. Adopting a CIP does not end with the first year. Changing needs, priorities, emergencies, cost changes, funding shortfall, mandates, technology or other circumstances may require changes, deletions or additions to the CIP annually.
- F. The CIP achieves the following objectives as a component of the Town's budget and financial planning process:
 - Minimizes borrowing costs by supporting a high bond rating;
 - Reduces the need for "crash programs" to finance Town Capital Assets/Projects;
 - Focuses attention on community goals, needs and capabilities;
 - Guides future community growth and development;
 - Ensures that projects are well planned in advance of construction;
 - Provides for the orderly replacement of capital assets;
 - Encourages a more efficient governmental administration as well as maintains a sound and stable financial program;
 - Promotes transparency regarding planned major capital assets/projects and their costs.

§ 310 - 4. Implementation and Amendments

Notwithstanding that capital asset/project ideas or needs may originate as indicated in Section 310-3, the Board of Finance is responsible for implementing the Purpose and Goals expressed above in Sections 310-1 and 310-2 and all changes, additions and deletions to the CIP. In addition, among others, the Town Financial Director, First Selectman, Chairman of the Board of Education, Superintendent of Schools and Legislative Council members may advise the Board of Finance but do not have voting privileges. The final approval and funding appropriation for the CIP is vested in the Legislative Council, unless expressed otherwise in this CIP policy.

§ 310 - 5. Presentation of Proposed Capital Assets/Projects to Board of Finance

Proposed capital assets/projects may be brought to the Board of Finance at any time. However, except for exigent circumstances, as determined by the Board of Finance, requests for changes to the approved CIP shall not be considered by the Board of Finance until the next September through November period. If an exigent circumstance arises and necessitates an amendment to the CIP, then that amendment will follow the same CIP approval process: Board of Selectmen/ Board of Education approval → Board of Finance approval → Legislative Council approval.

The following CIP Timing/Schedule shall be followed. Small adjustments to the schedule may be made upon approval by the Finance Director and majority vote of each applicable Board or Council involved in the extension of time.

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CAPITAL IMPROVEMENT PLAN TIMING/SCHEDULE:

July/August/September	<p>Board of Selectmen departments prepare their CIP requests</p> <p>First Selectman presents the proposed First Selectmen CIP to the Board of Selectmen</p> <p>Board of Education develops their CIP based on that board's policy and procedure</p>
Board of Finance 3rd meeting in Sept.	<p>Board of Education presents its proposed CIP to the Board of Finance</p>
Board of Finance 1st meeting in October	<p>Board of Selectmen presents its proposed CIP to the Board of Finance</p>
By November 30	<p>Finance Director presents the combined Town of Newtown CIP along with analysis including a Debt Forecast Schedule</p> <p>Board of Finance presents its recommended CIP to the Legislative Council</p>
By January 31st	<p>Legislative Council adopts its approved CIP</p> <p>Legislative Council determines which first year CIP projects go to referendum in April</p>
February/March	<p>Bond resolutions go through the approval process for CIP projects that have been approved for referendum</p>

§ 310 - 6. Eligible Capital Asset/Project

To be eligible for inclusion in the CIP, a proposed capital asset/project expenditure shall have an estimated cost that is at least \$200,000. Listed below are some of the criteria which would make a request eligible for inclusion in the CIP, assuming the proposed project exceeds the financial requirement set forth above:

- A. Incurred debt obligations;
- B. Acquisition or lease of land, improvements to land, easements buildings improvements, and / or development rights;
- C. Purchase of major equipment including vehicles, machinery, works of art, and historic treasures, with life expectancies of 5 years or more;
- D. New construction improvements, renovations, and demolition of facilities and sites, including engineering, design, permitting, and other pre and post construction costs;

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- E. Major studies requiring the employment of outside professional consultants;
- F. Infrastructure improvements (streets, sewers, bridges, sidewalks, technology);
- G. Feasibility analysis/design/cost estimates and other professional services relative to anticipated major projects;
- H. Ancillary charges necessary to place the capital asset into its intended location and/or condition for use. Ancillary charges include costs that are directly attributable to asset acquisition—such as freight and transportation charges, site preparation costs, and professional fees;
- I. Bundling of annual maintenance or dissimilar items in order to reach the \$200,000 threshold is strongly discouraged, and shall be called out for discussion prior to consideration of an exception.

§ 310 - 7. Process

All requests for inclusion in the CIP should adhere to the following process and be submitted on a form as prescribed by the Town Financial Director. While only the first five years of the plan are to be approved, ten years of desired capital assets/projects shall be submitted.

- A. Each Town department and the Board of Education shall prepare a prioritized list of proposed capital assets/projects along with proposed funding source, summary description, and benefit commentary.
 - 1. The departments so indicated by Charter, and the Board of Education, shall review with and seek input from relevant Boards, Councils or Committees (e.g. Public Building and Site Commission, and Sustainable Energy Commission) prior to submission.
 - 2. Reviewed lists created by town departments shall be submitted to the First Selectman.
- B. The First Selectman will evaluate the town department requests and produce a “First Selectman CIP” to be submitted to the Board of Selectmen for review, adjustment and approval;
- C. After presentation of the First Selectman CIP, the Board of Selectmen will identify, prioritize and approve, on a Town-wide basis, purchases it proposes to include in the CIP, excluding items requested by the Board of Education.
- D. Board of Education shall prepare and submit to the Board of Finance a prioritized list of proposed capital assets/projects along with their proposed funding source.
- E. The requesting department or agency will plan for and be responsible for funding any professional estimating for a project in the operational budget. If applicable, alternative sources of funding can and should be identified, such as the Capital Non-Recurring Account, and be reimbursed upon actual borrowing if appropriate.
- F. The Board of Selectmen and the Board of Education shall also include in the request(s) for each capital asset/project, with increasing detail for nearest years the identification of planned funding: Bonding, General Funds, Special Revenue Funds, and any grants, revenues or reimbursements anticipated and project description and project justification
- G. The Town Finance Director shall:

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1. Review and compile the Board of Selectmen Proposed CIP and Board of Education Proposed CIP lists into a "Combined CIP" for presentation to the Board of Finance;
 2. Prepare a financial impact statement, including a Bond Forecast Schedule which shows the effect of the Combined CIP on future annual debt payments for at least five (5) years, to ensure adherence to the Town Debt Service Policy.
 3. Prepare Debt Service scenarios for consideration relative to the Debt Service Policy goals.
- H. The Board of Selectmen and Board of Education will each present their capital assets/project requests and the prioritized Combined CIP to the Board of Finance. The Finance Director will present the Bond Forecast Schedule and other analysis.
- I. The Board of Finance will review the Combined CIP.
1. It may reduce a capital assets/project cost and scope; it may transfer capital assets/projects between CIP years, and it may add or eliminate a capital asset/project. Moving or adding a capital asset/project to Year One, should be strictly scrutinized.
 2. The Board of Finance will then sort, within each CIP year, the recommended capital assets/project, based on prioritization as provided from the Board of Selectmen and Board of Education as well as cost and other considerations, and establish a time frame for proceeding with each purchase in view of the financial implications of such a purchase, expenditure or project.
 3. Consideration shall be given to:
 - a. Debt Service Policy
 - b. Necessary maintenance of existing facilities
 - c. Essential public services such as those related to safety
 - d. Budgetary impacts of changes in Debt Service
 4. Rejected capital assets/projects can be resubmitted to the appropriate Board at the first step of the process next fiscal year. If postponed, the request shall be reviewed by the Board of Finance with respect to its new priority level the following fiscal year.
- J. In odd years if the election of a First Selectman results in the election of a person other than the First Selectman who presented the CIP to the Board of Finance in October of that year, that new First Selectman may request changes to the first year of the CIP under review by the Board of Finance and Legislative Council.
- K. The Board of Finance will present their recommended CIP to the Legislative Council by November 30th. The Finance Director will also present to the Legislative Council the Bond Forecast Schedule (updated for any Board of Finance actions).
- L. The Legislative Council will review the Board of Finance recommended CIP. It may accept it in its entirety. It may reduce, transfer between CIP years, eliminate or add capital asset(s)/project(s). As the Legislative Council is ultimately responsible for the Debt Service Policy and sending the budgets to referendum, special consideration will

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be given to those respective impacts. Moving or adding a capital asset/project to year one will be strictly scrutinized.

- M. Upon any change of the Board of Finance's recommended CIP by the Legislative Council, the Legislative Council shall return its proposed CIP with changes to the Board of Finance for review and recommendation before final approval by the Legislative Council.
 - 1. The failure of the Board of Finance to make any recommendations within ten days of the Legislative Council's proposed CIP, then the Legislative Council's may act without additional recommendation from the Board of Finance.
 - 2. No matter the number of CIP changes by the Legislative Council, the Board of Finance shall have only one post November 30th review and recommendation.
- N. The Legislative Council shall adopt a Town wide CIP and, by January 31st, shall determine which capital assets/projects from year one of the CIP should go to referendum. If the Legislative Council has not passed the final CIP plan by January 31st, the Board of Finance recommended CIP presented to the Legislative Council shall be the final adopted Town wide CIP.
- O. The following should be considered when determining which capital assets/projects go to referendum:
 - 1. Projects that require multiple years of funding or that exceed Legislative Council fiscal authority;
 - 2. Capital assets/projects which, because of their significant cost, may limit the Legislative Council's fiscal authority;
 - 3. Time sensitive projects;
 - 4. Safety and security importance.

§ 310 - 8. Prioritization

The Board of Selectmen, Board of Education, Board of Finance and Legislative Council should consider the following guidelines when recommending the prioritization of individual capital items: (In no particular order)

- A. Projects implementing approved Town plans such the Plan Of Conservation and Development and the Fairfield Hills Master Plan;
- B. Capital items that are one phase of a multiphase project that are expected to exceed Council authority in total should receive priority consideration for referendum;
- C. Significant consideration shall be given to the most costly of the remaining capital items which should go to referendum;
- D. Items that are time-sensitive should receive priority consideration for referendum;
- E. The cost of the purchase;
- F. The impact of the purchase versus the benefit to the Town;
- G. The year it will be implemented;
- H. The source of financing;
- I. Public Safety;

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- J. Existing infrastructure;
- K. Economic Development;
- L. Quality of life;
- M. Regulatory Compliance;
- N. Impact on current and future operational budgets;
- O. The benefit or risk to the Town should the purchase not be made.

§ 310 - 9. Town Budget

All purchases that are proposed for the ensuing fiscal year and included in the final Town wide CIP by the Legislative Council shall be included as a proposed expenditure in the budget presented to the Board of Finance. Except for exigent circumstances, any capital improvement expenditure that falls within Section 310-6 of this plan regulation and is not contained in the CIP shall not be considered for implementation until included in the CIP.

§ 310 - 10. Capital Asset/Project Process

- A. The processes used to authorize bonding and appropriations for a capital asset/project are controlled by a series of checks and balances exercised by the executive, finance, and legislative arms of the Town government. These processes are established to ensure that each project or purchase with significant costs is evaluated and examined by persons elected to represent the best interests of the community. Every project accepted into the Capital Improvement Plan, as approved by the Board of Selectmen, Board of Education, Board of Finance and Legislative Council is subject to the same rigorous review. Except for emergency situations, a consistent and documented process should be used to advance every capital project or asset purchase from inception to execution by its requesting agent.
- B. Projects or purchases approved for inclusion in the CIP typically progress from the introductory phase in year five to the execution phase in year one. As in § 310-7, years one through five are part of the CIP approval and years six through 10 are informational only. However, priorities may change between each annual review. Projects in year one on the CIP are intended for implementation during that fiscal year. Capital Projects to be implemented must go through the bonding and special appropriations processes, as determined by Charter § 6-35.
- C. Steps in this process for projects readying for implementation include:
 - a. A special appropriation request for a capital project is initiated by the First Selectman (or, less commonly, by the Legislative Council);
 - i. A special appropriation includes the method of financing. If the method of financing is bonding, then the resolution is called a bonding resolution and is drawn up by bond counsel. All other special appropriation resolutions are drawn up by the Finance Director.
 - ii. An impact statement is included with special appropriation requests.

Section 310 Capital Improvement Plan (CIP) Policy

LC Fin & Admin Comm changes 8/18/2020 to BoF Approved 10/24/2019 Version
BoF 9/29/2020 Amendments/Approved 10/13/2020

- b. The special appropriation is considered and voted upon by the Board of Selectmen.
- c. If the Board of Selectmen approves the special appropriation, it is then submitted to the Board of Finance for discussion and action;
- d. If approved, the appropriation request then moves to the Legislative Council;
 - i. Per § 6-35(d) of the Town Charter, the Legislative Council shall have the power to make special and emergency Appropriations, in an amount not in excess of \$1,500,000 for any one purpose during a fiscal year. Said amount shall be cumulative during the fiscal year as to all appropriations related to said purpose. The total of special and emergency appropriations made by the Legislative Council for all purposes during a fiscal year shall not exceed an amount equal to one mil on the most recently completed Grand List.
 - ii. Any amount exceeding either of these limits must be submitted to referendum for voter approval.
- D. Management/oversight of capital/projects: The Public Building and Site Commission shall have control of supervision and construction of capital projects. Should the Public Building and Site Commission determine that it is unable to take on this responsibility, then other building committee or owner's representative may be appointed by the Board of Selectmen or Board of Education.
 - a. The Public Building & Site Commission or "other" authorized building committee will establish appropriate advisory committees; will prepare and issue appropriate Request For Quotations and Request For Proposals; and will select professionals and develop contracts with attorney and purchasing agent's input.
 - b. Contracts in conjunction with all such capital projects shall be authorized by the First Selectman, with approval of the Board of Selectmen, or Board of Education.
- E. Project planning and bidding: Once the special appropriation process is complete and approved by the appropriate levels of government, assignment of the project to the Public Building and Site Commission or "other" building committee may take place, followed by project planning, including the issuance of public bids.