



Lachat Town Farm  
Friends of Lachat  
Neighbors  
Town of Weston

Agreement Overview

Presented by Friends of Lachat

# Overview of Lachat Town Farm

In 2011 a grassroots group of Westonites joined forces to save the pre-Revolutionary David Godfrey homestead from planned demolition by the Town.



# About the Agreement

The Lachat Town Farm is located on property jointly owned by Weston and the Nature Conservancy. When the Town and Nature Conservancy purchased the property from the late Leon Lachat, the Town and Mr. Lachat agreed to certain deed and conservation restrictions on the use of the Farm.

Friends of Lachat (FOL), a 501(c)(3) organization established to preserve the historic nature of the Farm and to prevent the demolition of the historic David Godfrey homestead on the property, has helped to maintain and operate the Farm through annual fundraising drives and events open to the public. The Lachat Town Farm Commission is appointed by the Board of Selectmen to oversee, on behalf of the Town, uses of the Lachat Town Farm.

Since the restoration of the farmhouse, FOL, along with the Lachat Town Farm Commission, has introduced a number of popular activities at the Farm, including the Farmers Markets, Music in the Meadow concerts, the annual Hoedown, a variety of classes, summer programs for children, and other cultural and educational events. These events have attracted townspeople to the Farm to experience and enjoy farm life and have helped to raise money for FOL to sustain and manage the Farm. At the same time, these activities have increased traffic on certain days, generated sound from amplified music, and generally made the Farm an active center for Weston residents. Neighbors in the area have asked FOL and the Commission to manage the impact these activities have on the peacefulness of the area and on the quiet enjoyment of their homes.

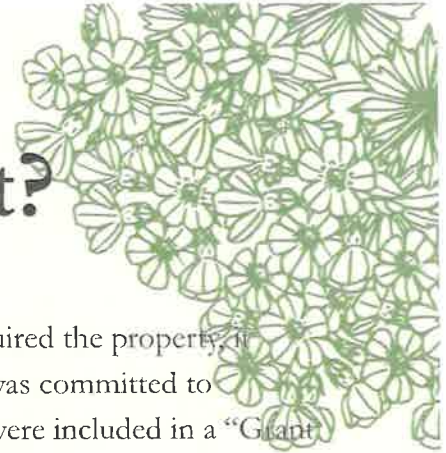
This Agreement establishes guidelines for the number of large events, the time the events operate, the sound created by amplified music, the management of traffic, and other issues the neighbors have said affect the quality of life in their neighborhood.

In addition, this Agreement places limits on the size of a proposed new building at the Farm and establishes certain limits on future construction projects.

Because the agreement affects the use of Town land, the Board of Selectmen, following Town Charter guidelines, will send the agreement to a Special Town Meeting where residents will vote to approve or turn down the agreement..



# Why Agree to Restrict Use at Lachat?

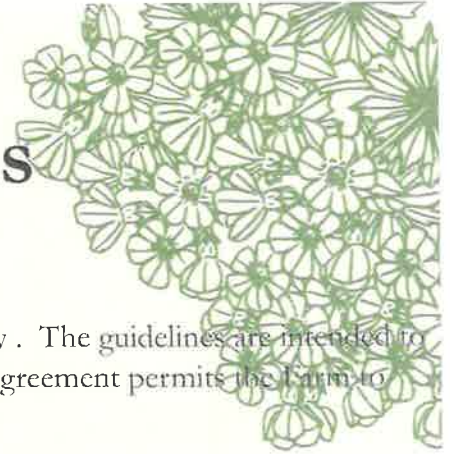


- Restrictions on the Town's use of the Lachat Town Farm property are not new. When the Town originally acquired the property, it came with restrictions on its use that the Town agreed upon with the Farm's former owner, Leon Lachat, who was committed to ensuring that the land be kept in its natural state and used only for certain purposes. These restrictions, which were included in a "Grant of Conservation Restriction" in 1999, are binding on the Town in perpetuity. They require that:
  - The property must be preserved and maintained in its natural state;
  - The property may be used only (i) as a site upon which to conduct research on plant and animal communities and other phases of ecology and conservation; (ii) for nature study and spiritual refreshment; and (iii) individual non-mechanized traversing of the property.
- In 2012, in connection with establishing the Lachat Town Farm, the Conservation Restriction was amended to add as an additional permitted use "non-commercial agricultural activities, including but not limited to a town farm or community gardens".
- The Town believes it has been thoughtful in managing activities at the Farm that recognize the limitations imposed by the 1999 and 2012 Conservation Restrictions.
- The restrictions contained in the current agreement arose out of a difference of opinion between the Neighbors and the Town concerning the activities and programming that are permitted by those Conservation Restrictions. After extensive discussions during the past 9 months, the parties agreed on the permitted activities and programming and have described them in detail in the Agreement





# Control, Private Events, Existing Programs



**Q. Is the Town ceding control of the Farm to the neighbors?**

A. No. The documents governing the use of the Farm place restrictions on activity and construction on the property. The guidelines are intended to operate within those deed restrictions while also helping the Farm to be a good neighbor to nearby property owners. The agreement permits the Farm to host, annually, 30 events with more than 100 people on the Farm at one time. Smaller events and activities are not affected.

**Q. Will the Farm be able to host private events such as weddings, birthday parties, reunions, and religious celebrations?**

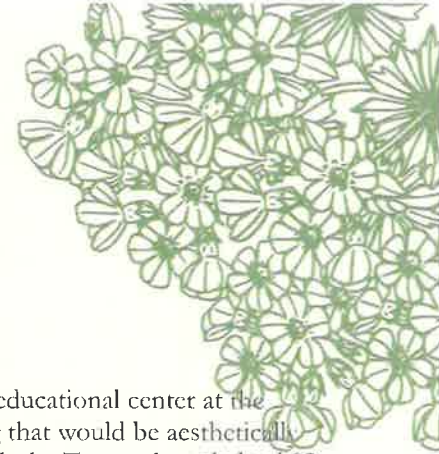
A. No. This agreement prohibits private events, which are defined in detail in the agreement.

**Q. If it's Town property, why can't the people in town ask for permission to use it for a private event?**

A. A few reasons. 1) Because the Lachat Farm is on Town property, the mission of the Farm is to serve as a public amenity rather than a venue for private events. 2) Hosting a private event on this public property could be considered a violation of the Conservation Restrictions that apply to the property. 3) A private rental venue could create additional traffic and activity on the roads and on the Farm.

**Q. Will the Farm be able to host live music at the Farmers Markets and Music in the Meadow events?**

A. Yes. Under this Agreement, the Farm will still be able to host a certain number of events with amplified music, with limits on the volume of amplification and the time for such amplified music events to end. The Farm would be able to conduct the same number of events and programs in the future as it held during the past year.



# The Offitt Center at Lachat

**Q. I heard there are plans for a new building at the Farm. How does this agreement affect that building?**

A. The trustee for the Estate of Daniel E. Offutt III donated \$50,000 to the FOL last year to create conceptual drawings for a new educational center at the Farm. Since that time, FOL has worked with a local architect, renowned for his work on historical sites, to create plans for a building that would be aesthetically pleasing and consistent with the farm setting. This Agreement enables FOL to proceed with construction of the new center, to which the Trustee has pledged \$2 million, with matching funds of up to another \$1 million, provided the Agreement clears a Town vote and the project is approved by all relevant governmental entities.

**Q. Is such a center permitted under the original restrictions that govern the use of the Farm?**

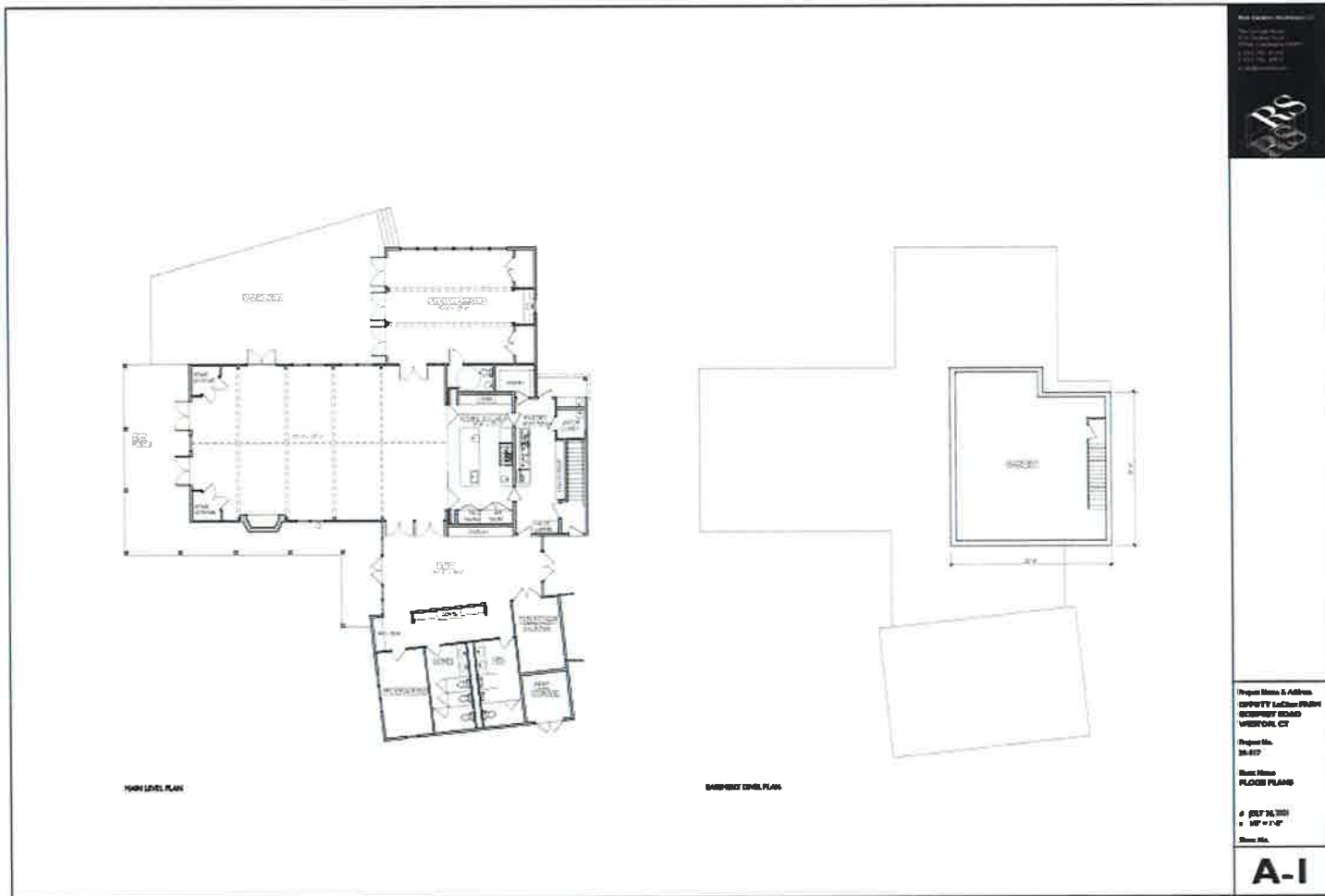
A. Yes. At the time that the Town, Leon Lachat, and the Nature Conservancy entered into the agreements to convey the property, it was contemplated that a 6,000+ sq. ft. nature and visitor center would be constructed on the property. Plans for that building were abandoned over 10 years ago, but the deed and conservation restrictions still permit construction of a similar building.

**Q. What will be the purpose of the new building ?**

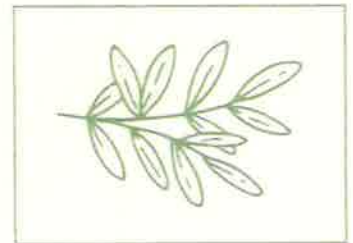
A. The new building is designed to host: cooking and canning lessons; lectures on farming, gardening, and sustainability; fireside concerts; artists and children's classes in a separate art/Nature's Classroom studio; and some activities previously held in the first floor of the farmhouse. In addition, the Offutt Center will connect to the existing machine shop, which will be refurbished to include public restrooms, storage, and a small office.

**Q. How large will the new building be?**

A. The main hall of the new building will be 1,733 sq. ft. The other spaces are: an art studio, approximately 732 sq. ft.; demonstration kitchen, 361 sq. ft.; pantry, 340 sq. ft.; the connecting structure to the machine shop, 543 sq. ft.; and the existing machine shop, about 992 sq. ft.



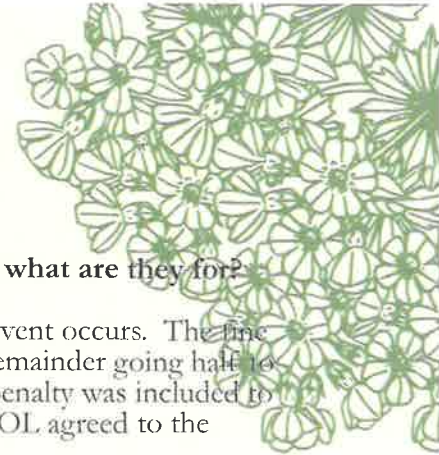
# Future Plans



# Future Plans



# Fines & Violations



**Q. I understand that this agreement imposes fines for certain violations. Why were those fines included, and what are they for?**

A. The Agreement includes a provision for FOL to pay a fine of \$50,000 if it ever approves a private event, and such event occurs. The fine would first be used to pay for any legal fees and court costs incurred by the neighbors to enforce the penalty, with the remainder going half to the Nature Conservancy for projects other than Lachat and to an environmental group of the neighbors' choice. The penalty was included to assure the neighbors that the Farm would not be used for private events, and it is high enough to ensure compliance. FOL agreed to the provision because it does not plan to approve any private events, and the fine provides certainty to the neighbors.

**Q. Is the fine for hosting a private event automatic?**

A. No. For a fine to be imposed on FOL, the neighbors would first have to file a complaint with an Oversight Committee, which is composed of two neighbors that own property and live within a 1000-foot radius of the Farm; one member appointed by FOL, not including any FOL board members; one member appointed by the Board of Selectmen (who cannot be a sitting elected or appointed member of a Town board or commission, Town Administrator, Town counsel, or Town employee); and a fifth member, to be selected unanimously by the other four members of the Oversight Committee.

**Q. Are there any other fines FOL might face?**

A. The agreement provides for the Oversight Committee to issue a warning, after a majority vote, to FOL for a verified sound volume violation, and for a \$5,000 fine for a second violation within a 12 month period. In addition, FOL would face a fine of \$1,500 for a third and every subsequent violation of the agreement within a 12 month period for such infractions as when an event might end, how many events occurred, how many cars were on the property at one time, how many people attended an event, and other breaches of guidelines, as described in the agreement.

**Q. Is the Town subject to similar fines for violating guidelines such as hosting a private event?**

A. No, the Town is not subject to any fines under the Agreement, but it is subject to the same guidelines that prohibit private events, limit sound volume, and other restrictions governing the use of the Farm.

# Next Steps

In accordance with the Town Charter and other laws and regulations, the Agreement and the Building of the Offutt Center require several additional steps, which are expected to be as follows:

If the Board of Selectmen decide to move forward with the additional approvals, it will vote to schedule a Special Town Meeting for November 6, 2021 at which the residents of the Town shall vote on whether to proceed with the execution of the Agreement.

The Planning and Zoning Commission will review the underlying proposed building project to be constructed on the Lachat Town Farm, in accordance with Connecticut General Statutes Section 8-24. A Commission meeting is tentatively scheduled for the evening of October 27, 2021.

If the Agreement is approved at the Special Town Meeting, the Town will submit an application to the Planning and Zoning Commission under Connecticut Statute 8-24 for approval of the building of the Offutt Center on Town property.

The Friends of Lachat will file an application with the Conservation Commission for approval of the building of the Offutt Center.

If the necessary approvals are received, the Town will enter into an agreement with the Friends of Lachat for the construction of the Offutt Center.

If the necessary approvals are received, it is expected that construction on the Offutt Center will begin shortly after.





# About the Process | What ifs? | Town Costs



## **Q. What happens if we don't enter into this agreement with the neighbors?**

A. The Neighbors filed a complaint with the Connecticut Attorney General's office in March alleging that current activities, programs, and the Offutt Center, if built, would violate the 1999 and 2012 Conservation Restrictions. If the Attorney General agreed with this interpretation of the Farm's governing documents, most if not all of the popular programs such as the Farmers Markets and Music in the Meadow would be terminated and the Town would be prohibited from building the Offutt Center. If the Town and FOL enter into this Agreement, the neighbors will withdraw that complaint and sign a letter advising the Attorney General that the parties have resolved their differences and believe the building and future activities, with the guidelines, comply with all restrictions that govern use of the property.

In addition, the Neighbors have agreed not to object to approvals from the Planning and Zoning Board and the Conservation Commission for the activities and building construction, should those municipal bodies approve the plans. Without an agreement, the project could be tied up in court hearings and appeals for a lengthy period of time.

## **Q. Can't we get an agreement that has fewer restrictions for the Town?**

A. This Agreement is the result of over nine months of intensive negotiations that involved the Neighbors, their attorney, representatives from the Lachat Town Farm Commission, FOL, Town administration, the BOS, and attorneys representing the Town and FOL. We believe that this Agreement represents a fair settlement of the parties' differences, enabling the Farm to continue offering popular programs, to build the Offutt Center, and to address the concerns of Farm neighbors.

## **Q. Will this agreement cost the Town any money or raise our taxes?**

A. No. The activities and improvements at Lachat Town Farm that have occurred to date have not been a line item in the Town's budget, and there is nothing in this Agreement that would cause the Town to incur expenses managing the Farm. In addition, construction of the proposed Offutt Center is fully funded from private sources, and the plans for utilizing the new building should lead to its annual costs being self-sustaining. We do not see any impact on Town spending or taxes due to this agreement.



# Why Sign the Agreement?

**Q. Does this agreement make sense for the Town to sign?**

**A.** The Agreement makes sense for the Town to sign because:

1. It will ensure that people in Weston will be able to come to Lachat to enjoy the activities and programs currently offered at the Farm.
2. It will resolve the dispute with the Neighbors and notify the Attorney General's office of the resolution, eliminating the possibility that the Farm could be closed -- assuming that the Attorney General's office accepts the compromises reached in the agreement. Without this settlement with the Neighbors, all of the programming and new construction at the Farm would be in jeopardy, both through an adverse ruling from the Attorney General and through protracted litigation and appeals.
3. It will permit the process to go forward for the potential construction of the Offutt Educational Center at the Farm and for the hosting of indoor activities described above.

**Q. Why are only two neighbors/households signing this agreement?**

**A.** The terms in this agreement arose from discussions among the Neighbors, the Town, and FOL. The other neighbors nearby who are not signing the agreement are not legally bound by its terms, but if they act to block the compromises reached in this agreement, the agreement will become void.





# Durational Agreement

**Q. What is the duration of the agreement and can the parties modify the agreement going forward?**

A. The duration of this agreement is consistent with other conservation restrictions in which the provisions continue in perpetuity. The rights conferred upon the Neighbors in this agreement can be transferred to subsequent owners of those two homes.

Similarly, as with other conservation restrictions, the terms can be modified going forward with the consent of the signatories to the agreement and the concurrence of the Connecticut Attorney General's office, if necessary. The Town, after 25 years, can propose to construct a new building or structure to function as an additional visitors' center, education center, or event space at the Farm in addition to the Offutt Center. The Neighbors retain their right to oppose such a project, and the Town would be required to obtain approval first from the Attorney General.





Questions?



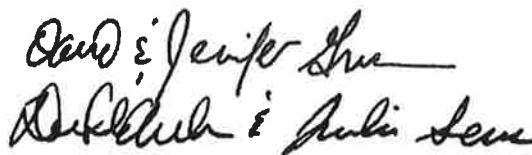
October 19, 2021

Town of Weston  
Board of Selectmen  
56 Norfield Road  
Weston, CT 06883

Re: Lachat Town Farm

As you are aware, on behalf of our neighborhood, we have expressed prior objections to the proposed construction and programming of the Offutt Education Center at the Lachat Town Farm Property. After months of discussions regarding the scale of the education center, and the guidelines and limitations on the use of the Farm Property, we are happy to report that our concerns have been addressed to our satisfaction by the Settlement Agreement and revised Farm guidelines. We respectfully ask that you formally approve the Settlement Agreement and guidelines.

Very truly yours,

The block contains two lines of handwritten signatures in black ink. The first line appears to be "David & Jennifer Gruen" and the second line appears to be "David Ambrose & Julia Sears".

David Gruen, Jennifer Gruen, David Ambrose, & Julia Sears  
On behalf of the neighbors of Lachat Town Farm

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") is made this \_\_\_\_ day of October, 2021, by and between the following: the Town of Weston (the "Town"); the Friends of Lachat, Inc. ("Friends"); and Jennifer Gruen, David Gruen, Julia Sears, and David Ambrose, individually and collectively (together with their successors in interest, the "Neighbors" and, together with the Town and Friends, the "Parties" and each a "Party").

**WHEREAS**, Friends has proposed to construct a new educational center (the "Offutt Center") on the real property known as the Julianna Lachat Preserve or Lachat Town Farm located at 106 Godfrey Road West, Weston, CT (the "Farm"); and

**WHEREAS**, the Neighbors have objected to the construction of the Offutt Center on the Farm and to certain programming and uses of the Farm;

**WHEREAS**, the Parties have negotiated a reduction in the size of the original proposed Offutt Center and limited the programming to ensure the Farm continues to be used in accordance with the approved mission and in compliance with all restrictions of record for the use of the Farm and to respond to requests by the Neighbors for other limitations on the programming and use of the Farm;

**WHEREAS**, Jennifer and David Gruen own property located at 10 Old Field Lane, Weston, CT and Julia Sears and David Ambrose own property located at 19 Walden Woods Lane, Weston, CT (each a "Protected Property" and collectively the "Protected Properties");<sup>1</sup>

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. The Offutt Center shall be reduced in size from the original proposal by no less than 872 square feet, with no less than 680 square feet to be removed from the main hall and 170 square feet to be removed from the kitchen area. There will be a corresponding reduction in the size of the decks. The new design is attached hereto as Exhibit A. The design is subject to reasonable modifications such as may be necessary to comply with the Building Code or other applicable laws and regulations or to adjust for field conditions, but under no

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<sup>1</sup> The term "owner(s) of a Protected Property" is used interchangeably with the term "Neighbor(s)" herein.



circumstances shall the design be modified to decrease the total square footage to be removed from the main hall or the total square footage to be removed from the building overall. For the avoidance of doubt, there shall be no increase in the size of the main hall or the building overall from the plans attached hereto as Exhibit A. After construction of the Offutt Center, Friends shall not (and the Town shall not for a period of twenty-five (25) years from the Effective Date of this Agreement) construct or propose to construct any new building or structure as an additional visitors' center, education center, or event space at the Farm in addition to the existing Offutt Center on Lease Area B-1 (approximately 9.60 acres) depicted on Map 3785, which is recorded on the Town of Weston Land Records in Volume 528 at Page 436, or on Parcel A (approximately 9.411 acres) depicted on Map 3418, which is filed in the Weston Land Records in Volume 528 at Page 437.<sup>2</sup> This provision shall not prohibit the Town or Friends from performing any renovations or reconstruction of the Offutt Center (not to exceed the limitations in this paragraph 1 and Exhibit A) or of any other existing building or structure on the Farm on Lease Area B-1 (approximately 9.60 acres) depicted on Map 3785.

2. The Town and Friends agree to abide by the limitations and requirements for the use of the Farm set forth in the "Guidelines for Use of Lachat Town Farm Property", dated \_\_\_\_\_, 2021 (the "Guidelines"), and approved by the Lachat Town Farm Commission on \_\_\_\_\_ (attached hereto as Exhibit B), and further agree to the additional limitations and requirements set forth in this Agreement.

The Guidelines shall not be modified without the express written consent of the Parties, with no Party's consent to be unreasonably withheld, conditioned, or delayed.

For the avoidance of doubt, any dispute concerning any proposed modification to the Guidelines (including but not limited to a proposed modification to the Guidelines during the first twenty-five years after the Effective Date) shall constitute a Dispute subject to the provisions of paragraph 9 below.

Notwithstanding anything to the contrary in this Agreement, the Parties shall review the Guidelines and each and every one of the additional limitations and requirements set forth in this Agreement no later than twenty-five (25) years from the Effective Date of this Agreement. Such review shall consider whether modifications, if any, should be made in view of changed conditions or needs of all the Parties, along with due consideration for the goals and spirit of this Agreement. The Parties shall engage in such review in good faith and agree that such changes in conditions may allow for reasonable changes. Subsequent similar reviews shall occur at five (5) year intervals thereafter.

This Agreement shall be referenced in and attached to an affidavit of facts that can be recorded on the Town of Weston Land Records so that it appears in the chain of title for the Protected Properties. Each owner of a Protected Property will have the right to enforce, waive, or release any obligations of this Agreement as it relates to said Protected Property.

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<sup>2</sup> Notwithstanding anything to the contrary in this Agreement, after the date that is twenty-five (25) years from the date of this Agreement, the Parties reserve all of their respective rights and remedies to support or oppose, on any grounds, the Town's construction or proposal to construct any new building or structure as an additional visitors' center, education center, or event space at the Farm in addition to the existing Offutt Center. The Town agrees to obtain the prior written consent of the Attorney General before proposing to construct any such building or structure, upon five (5) days' notice to the then-owners of the Protected Properties. For the avoidance of doubt, the prohibition in this paragraph on Friends constructing or proposing to construct any such building or structure shall be in perpetuity.

Unless previously waived or released, the Neighbors' rights shall be assigned to their successors in interest upon a conveyance of their Protected Property and such rights shall run with the land. In the event that an owner of a Protected Property wishes to release his or her rights under this Agreement, such release will be effective upon the recording on the Town of Weston Land Records of a release of the rights of the owner of the Protected Property executed by such owner, without more.

3. Further limitations and requirements:

a. With respect to sound guidelines for Farm events:

- i. Friends agrees that it will limit any amplified music to a level that is demonstrated to diminish to 55 dBA or lower at all of the neighboring residential property lines closest to the Farm (i.e., those properties abutting the Farm on Walden Woods Road, on Ladder Hill Road, and on Godfrey Road) when measured with a calibrated ANSI Type 2 sound level meter or better, based on reasonable industry standards for monitoring dBA, and in absence of any other influencing factor on the noise level - including, but not limited to: traffic, wind/rain, landscaping equipment, dogs barking, etc. Friends agrees to repeat the SH Acoustics sound study during a live Music in the Meadow and Farmer's Market event to replicate the actual concert conditions, and to share the updated study with the Neighbors. Friends agrees to work with the sound consultant to determine the best way to achieve this level of 55 dBA or lower at all of the neighboring residential property lines closest to the Farm as set forth herein, and to institute those measures and monitor them periodically for compliance. The Town agrees that should it host an event at the Farm, it shall also comply with this provision.
- ii. For the avoidance of doubt, the Parties agree that this guideline will be applied in good faith and that the Parties will act in good faith to resolve any future disagreements on sound levels in accordance with paragraphs a.i. and 9 hereof.

b. Music in the Meadow will be a ticketed event, and tickets will be limited to 300 adults for each event, which is anticipated to result in a maximum of 200 cars on the Farm.

- i. Friends will use reasonable efforts to encourage parking in both lots for events such as the Farmers Markets.

c. With respect to the 19 Large Events that are not Large Outdoor Evening Events (e.g., Music in the Meadow, Farmers Markets, and Spring and Fall Fundraiser) and that comprise Indoor Day; Indoor Night, and Outdoor Day events:

- i. A Large Event is defined as more than 100 people on the Farm at one time.
- ii. A Day event would be no longer than 6 hours and would be held between the hours of 9 am and 5 pm.
- iii. An Evening event would be no longer than 5 hours and would be held between the hours of 4pm and 10pm, provided amplified music will cease at 9pm.
- iv. These events will be ticketed events and no more than 200 tickets will be sold, except:

1. there could be up to 2 events per year with up to 300 tickets sold, and
  2. the holiday market is excluded from this restriction.
- v. These events shall not involve amplified music similar to Music in the Meadow. Some, however, involve high school students or solo/trio/quartet musicians who use small, non-commercial speakers.
4. There shall be no more than three Large Events of any type per month and not more than 30 Large Events of any type in a calendar year.
    - a. There shall be no more than 11 Large Events from June through September.
  5. If objections to the management of Farm traffic are relayed to the Lachat Oversight Committee, the Lachat Oversight Committee, by a majority vote, may require Friends to update the traffic study to include those events in which 200 cars are parked on the Farm property at one time, when Farm visitors conduct frequent and multiple trips in and out of Farm property throughout the day, such as during a Farmer's Market event; to share such updated traffic study with the Neighbors; and to implement any recommendations that are approved by the Lachat Oversight Committee.
  6. For the purposes of this Agreement, a "Private Event" is defined as an event that results from a private rental of the Farm or any portion of the Farm for any event that is by invitation only and that is not open to the general public (subject only to the attendance restrictions set forth in the Guidelines), or that requires or suggests a payment to any person or entity other than the Farm.<sup>3</sup> Private Events shall be prohibited. If a Private Event is authorized by Friends, Friends shall pay a one-time Fifty Thousand and 00/100 (\$50,000.00) Dollar penalty for each Private Event held in violation of this Agreement (the "Penalty"). The Penalty may first be used to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees). One half of any remaining funds shall be distributed to the National Environmental Education Foundation, and one half shall be distributed to the Nature Conservancy of Connecticut, Inc. for use towards any conservation purpose in Fairfield County, CT, excluding maintenance or any other contribution to the Farm. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the Neighbors the full amount of such costs and expenses. If the Neighbors believe a Private Event has occurred or is scheduled to occur, they must notify Friends and the Oversight Committee (as defined herein) in writing within ten (10) days of receiving notice of such Private Event. The Oversight Committee shall make the determination as to whether a Private Event has occurred or is scheduled to occur. The Town agrees that should it host an event at the Farm, it shall also comply with this provision, but notwithstanding anything to the contrary herein, the Town will not be subject to the \$50,000.00 Penalty for

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<sup>3</sup> For the avoidance of doubt, weddings, bar or bat mitzvahs, private birthday parties, the Weston High School football banquet, and a charity ball or banquet held by a local non-profit other than Friends would constitute a Private Event. For the avoidance of doubt, permissible events include, but are not limited to, those events that are not by invitation only, are open to the general public, and involve local non-profits (i.e. Kiwanis, Backyard BeeKeepers Association, Wildlife in Crisis, etc.) which (i) are formed with charitable, educational or public service purposes (and are primarily educational in nature), while also aligning with the mission and conservation restrictions of the farm; or (ii) support the educational mission of Weston Public Schools (and are primarily educational in nature), while also aligning with the mission and conservation restrictions of the farm.

holding such an event, or for any reason whatsoever. The Parties agree that no monetary fine, including but not limited to the Penalty defined herein, shall be assessed or collected against the Town for any reason related to this entire Agreement. Further, the Town will not be responsible for payment of the Penalty or any fine assessed against Friends in the event that Friends is insolvent, bankrupt, dissolved, or for any reason unable or unwilling to pay.

The Penalty in this paragraph 6 is without prejudice to any of the Neighbors' other rights or remedies under this Agreement.

7. Within five (5) days after the Effective Date, the Parties agree to jointly execute a letter to the Attorney General of the State of Connecticut (in substantially the form attached as Exhibit C hereto), advising that the Parties have entered into the Agreement, which places certain additional restrictions on the use of the Farm, and that based on such additional restrictions the Parties agree that the future uses of the Farm and the Offutt Center are consistent with all applicable conservation restrictions, lease agreements, Attorney General opinions, deeds and local and State rules and ordinances, and that all Parties support the continued operations of the Farm and the building of the Offutt Center in accordance with this Agreement. The Parties will work together in good faith to ensure that the Attorney General approves the future uses of the Farm and the Offutt Center so long as consistent with this Agreement. Notwithstanding any provision of this Agreement, other than their execution of this Agreement and the letter referenced in this paragraph, and a letter addressed to the Town indicating their support for this project based on this Agreement (attached as Exhibit D hereto), the Neighbors shall not be required to make anything other than a de minimis expenditure of funds (including legal fees) or time in order to ensure the approval of any use of, or proposal for, the Farm or Offutt Center by the Attorney General or any public or quasi-public entity. Should the Attorney General render an unfavorable decision contrary to the terms of this Agreement so that Friends would be unable to utilize the Farm for substantially the events contemplated herein, then the entire Agreement shall be rendered null and void. If the Attorney General renders an unfavorable decision only as to Friends' ability to construct the Offutt Center, then the Town and Friends shall retain their rights as set forth in paragraph 15 of this Agreement.
8. Friends shall have the right to name and rename the Offutt Center in its sole and absolute discretion without any input from the Neighbors, but such naming may be subject to the approval of the Attorney General.
9. In the event of any disagreement under, or in any way relating to, this Agreement or the limitations and requirements set forth therein ("Dispute"), the Parties shall send a dispute notice to each other Party and enter into good faith negotiations to resolve the Dispute within thirty (30) days. If no agreement is reached, the Dispute shall be submitted to the Lachat Oversight Committee.

The Parties will establish a five (5) person Lachat Oversight Committee (the "Committee") for the purpose of ensuring that this Agreement and the Guidelines are followed. The initial four (4) members of the Committee are listed in Exhibit E attached hereto, and such members may be replaced at the discretion of the appointing Party. The Committee shall include two (2) neighbors that own property and live within a 1000-foot radius of the Farm (which the owners of the Protected Properties, at their sole option, may select, except that the owners of the Protected Properties, current or future, may not select themselves; and provided that if the owners of the Protected Properties fail to appoint two members, or are unable to agree on the individuals who should be appointed, the Board of Selectmen may appoint said individuals)<sup>4</sup>; one (1) member appointed by Friends (who shall not be a



sitting director, officer, or employee of Friends); and one (1) member appointed by the Board of Selectmen (who shall not be a sitting elected or appointed member of a Town board or commission, Town Administrator, Town counsel, or Town employee).

These four (4) members of the Committee so appointed shall work towards naming the fifth (5<sup>th</sup>) member expeditiously, and such fifth (5<sup>th</sup>) member must be chosen by unanimous consent of the four members appointed by the Parties. If they are unable to agree unanimously on a fifth (5<sup>th</sup>) member, then the Parties shall engage a neutral attorney who has an arbitration or mediation practice to work with the Parties to appoint a volunteer fifth (5<sup>th</sup>) member acceptable to the four (4) members. If the Parties are unable to agree upon a 5<sup>th</sup> member with the neutral attorney's assistance, the attorney may appoint the fifth (5<sup>th</sup>) member or may himself or herself serve as said fifth (5<sup>th</sup>) member. The fifth (5<sup>th</sup>) member of the Committee shall not be a person who is disqualified from being an appointed member of the Committee. The Parties shall share the cost of such attorney equally, including the cost of said attorney's service on the Committee if he or she becomes the fifth (5<sup>th</sup>) member.

The Committee will be empowered to investigate complaints and resolve Disputes. Should the Committee ever lack the number and kind of members required by this Agreement for a continuous period of ninety (90) days, the Neighbors, at their sole option, may: (i) declare this Agreement null and void; or (ii) by failing to declare the Agreement null and void under subparagraph 9(a)(i), continue this Agreement in full force and effect notwithstanding the lack of a Lachat Oversight Committee, in which case any provision concerning such a Committee shall be deemed severed from this Agreement unless and until a Committee having the requisite number and kind of members is created or reinstated.

- a. Upon submission of a Dispute to the Lachat Oversight Committee, the Committee shall have the authority to enforce this Agreement, including, but not limited to, through fines, penalties, the award of reasonable attorney's fees and costs to the Neighbors, and/or cancellation of events, except that under this paragraph and wherever fines and monetary penalties are referenced in this paragraph (or subparagraphs below) or anywhere in this Agreement (with the exception of paragraph 11 below), no fine or monetary penalties (including attorney's fees) shall be imposed on or collected from the Town under any circumstances, including, but not limited to, the insolvency, bankruptcy, or dissolution of Friends or the inability of Friends to pay for any reason. In the event that the Oversight Committee finds that there has been a first violation by Friends of any provision of this Agreement (other than paragraph 6 above), the Committee shall issue a formal warning to Friends of such first violation.

- i. In the event that the Oversight Committee finds that there has been a second or subsequent violation by Friends of paragraph 3.a.i above (sound guidelines) within twelve (12) calendar months after a warning for a first violation of such paragraph, the Committee shall impose a fine of \$5000 per violation for any such second or subsequent violation within said twelve (12) calendar month period on Friends, payable to the Neighbors to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees), and any remaining funds shall be distributed to the National Environmental Education Foundation and the Nature Conservancy in conformance with paragraph 6, and the Neighbors

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<sup>4</sup> No owner of a Protected Property shall himself or herself serve as a member of the Committee.

may take additional enforcement action. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the Neighbors the full amount of such costs and expenses. No fines, attorney's fees, or costs may be assessed against the Town under this provision.

ii. In the event that the Oversight Committee finds that there has been a third or subsequent violation of any other provision set forth in the Guidelines or paragraphs 2, 3, or 4 of this Agreement, within twelve (12) calendar months after a warning for a first violation of such provision, the Committee shall impose a fine of \$1500 per violation for any such third or subsequent violation within said twelve (12) calendar month period on Friends, payable to the Neighbors to cover the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees), and any remaining funds shall be distributed to the National Environmental Education Foundation and the Nature Conservancy in conformance with paragraph 6, and the Neighbors may take additional enforcement action. If the Neighbors' actual costs and expenses in the enforcement of this provision (including reasonable attorney's fees) exceed the total amount of the fine, the Committee shall require Friends to pay the full amount of such costs and expenses. No fines, attorney's fees, or costs may be assessed against the Town under this provision.

- b. A decision of the Committee enforcing this Agreement shall not be appealable to the Board of Selectmen or to any other agency, commission, or department, but shall be without prejudice to any of the Parties' other legal rights or remedies.
- c. Should the Committee be unable to resolve a Dispute by majority vote, it shall be reported promptly to the Board of Selectmen for resolution, without prejudice to any of the Parties' other legal rights or remedies.

10. All Parties agree that, when executed, this Agreement shall be binding on each of the undersigned Parties. Absent agreement of all Parties, each Party agrees not to file or participate (directly or indirectly) in any legal proceeding or other state, federal or municipal application or petition ("Opposition Proceeding") that opposes, or seeks any modification to, the Offutt Center, or that is otherwise inconsistent with the terms of, any term of this Agreement, prior to the approval of the Offutt Center by all applicable state, federal, and municipal bodies. In the event that any non-party to this Agreement files an Opposition Proceeding that results in the failure of any state, federal, or municipal body to approve the Offutt Center as proposed (consistent with paragraph 1 and Exhibit A), the Town or Friends may, at its sole option, declare this Agreement null and void.

11. The Agreement shall be enforceable by the Parties in court, including but not limited to through injunctive and/or equitable relief, and no decision of the Lachat Oversight Committee or the Board of Selectmen shall be binding on any court in the interpretation or enforcement of this Agreement. In any action brought to enforce the provisions of this Agreement, the Court shall award the prevailing Party after final judgment its reasonable attorney's fees and costs, except that no award of attorney's fees or costs may be made against any of the Neighbors unless the Court first finds that he or she filed an action that was frivolous, unreasonable or groundless, or having filed an action, continued to litigate the action after it clearly became frivolous, unreasonable or groundless. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in any action in which the Town

is a party and is found specifically liable by the Court, the Court may require the Town to pay the reasonable attorney's fees and costs of the prevailing Party.

12. This Agreement shall be governed by the law of the State of Connecticut and subject to the exclusive jurisdiction of the courts thereof.
13. The Parties will issue a joint statement regarding the resolution of this controversy and agree that they will not disparage any Party as a result of the controversy or with respect to the terms of the Agreement.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A copy of this Agreement, including a copy delivered by PDF or other electronic transmission, shall be enforceable for all purposes to the same extent as a wet-ink signed original. This Agreement shall not be valid and binding on the Parties until it is duly authorized and executed by all Parties.
15. If for any reason (other than an Opposition Proceeding as described in paragraph 10) the Offutt Center is not approved as proposed (consistent with paragraph 1 and Exhibit A) or is not constructed, then the Town and Friends shall be free at any time to propose and construct a single building or structure no greater in its overall size and the size of its main hall and kitchen area than provided in paragraph 1 and Exhibit A.
16. Any notice to be given to any Party or to the Committee under this Agreement shall be in writing and delivered by email and certified mail, return receipt to the following address(es), or to such other address(es) as the Party or the Committee may provide in writing:
  - a. If to the Neighbors:  
Wofsey, Rosen, Kveskin & Kuriansky  
c/o Leonard Braman, Esq. (by email)  
[lbraman@wrkk.com](mailto:lbraman@wrkk.com)  
  
- and -  
  
Current Residents (by certified mail, return receipt)  
10 Old Field Lane, Weston, CT 06883 - and -  
19 Walden Woods Lane, Weston, CT 06883
  - b. If to the Town:  
Berchem Moses, PC  
c/o Ira Bloom, Esq. (by email)  
[ibloom@berchemmoses.com](mailto:ibloom@berchemmoses.com)  
  
- and -  
  
First Selectwoman, Town of Weston (by certified mail, return receipt)  
Weston Town Hall, 56 Norfield Road, Weston, CT 06883
  - c. If to Friends:  
FLB Law  
c/o Eric Bernheim (by email)  
[bernheim@flb.law](mailto:bernheim@flb.law)

- and -

Friends of Lachat, Inc. (by certified mail, return receipt)  
106 Godfrey Road West, Weston, CT 06883

- d. If to the Oversight Committee:  
To each member of the Committee at the following addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
18. No failure or delay on the part of any Party in exercising any right or remedy under this Agreement, or in insisting upon compliance by any other Party with its obligations hereunder, shall operate as a waiver of the Party's right to exercise any such right or remedy or to demand such compliance.
19. Each of the Parties represents that it has the requisite power and authority to execute and perform this Agreement.
20. The Effective Date of this Agreement shall be when all Parties have signed the Agreement. Until all Parties have signed this Agreement, the terms of the Agreement shall not be binding upon the Parties.
21. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**TOWN OF WESTON**

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized

**FRIENDS OF LACHAT, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized



\_\_\_\_\_  
Jennifer Gruen

\_\_\_\_\_  
David Gruen

\_\_\_\_\_  
Julia Sears

\_\_\_\_\_  
David Ambrose

I, \_\_\_\_\_, duly authorized on behalf of the Nature Conservancy of Connecticut, Inc., do hereby agree and consent to the terms of this Settlement Agreement.

\_\_\_\_\_

## EXHIBIT A

(Approved Offutt Center Plans)



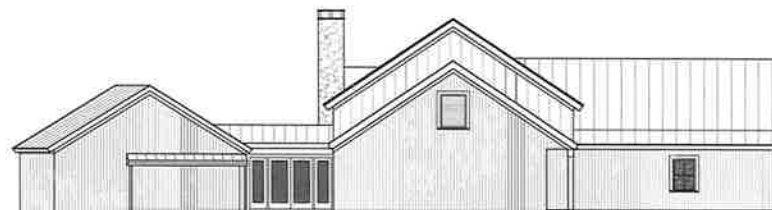
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

Project Name & Address  
**OFFUTT LaChat FARM**  
 GODFREY ROAD  
 WESTON, CT

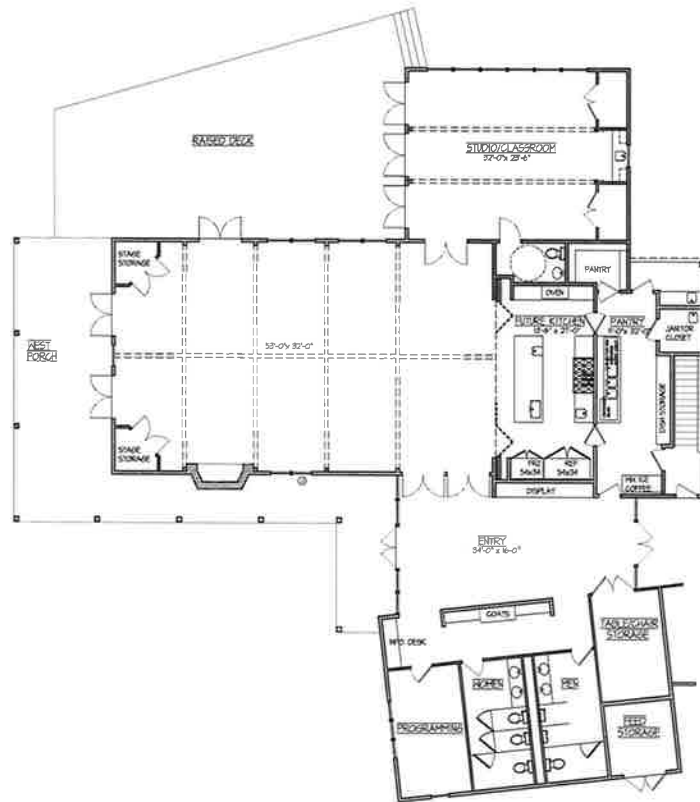
Project No.  
 20-017

Sheet Name  
**EXTERIOR  
 ELEVATIONS**

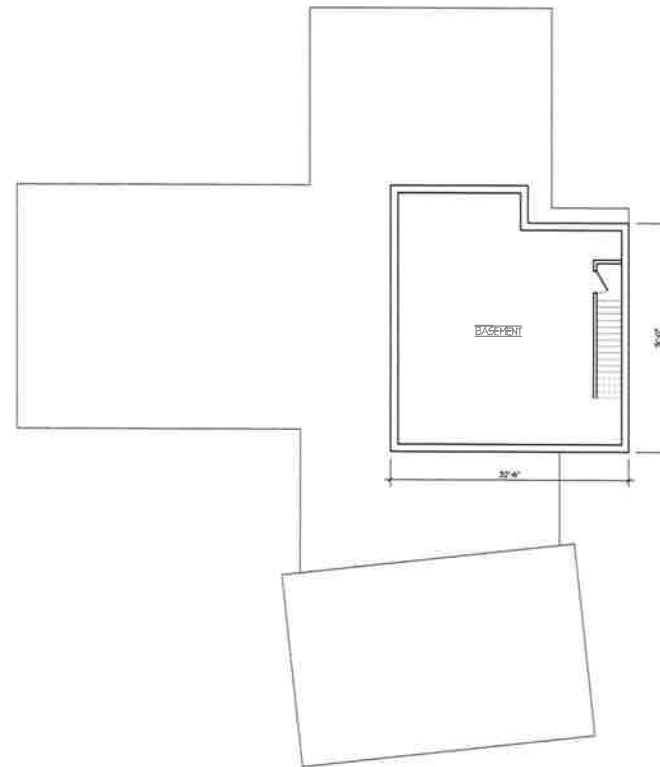
d JULY 29, 2021  
 s 1/8" = 1'-0"

Sheet No.

**A-3**



MAIN LEVEL PLAN



BASEMENT LEVEL PLAN

Project Name & Address  
**OFFUTT LaChat FARM**  
 GODFREY ROAD  
 WESTON, CT

Project No.  
**20-017**

Sheet Name  
**FLOOR PLANS**

d JULY 30, 2021  
 s 1/8" = 1'-0"

Sheet No.

**A-1**

## EXHIBIT B

(Guidelines)



## **Guidelines for Use of Lachat Town Farm Property**

**Date: 10/11/21<sup>1</sup>**

As a means of maintaining safety and limiting negative impact on the immediate neighbors while continuing to provide the townspeople with appropriate recreation and educational opportunities at Lachat Town Farm, the Commission has approved the following policies and guidelines. The policies set forth are designed to address and mitigate the main concerns expressed by the neighborhood which relate to traffic, parking, noise, trash, and the number of events expected to take place on site. A procedure to allow for grievances is also provided so there is accountability for operations on the property.

### **I. General Use:**

- A. Permitted Uses: Events which align with the farm's mission, conservation restrictions and lease agreement. Events held in the interest of local non-profits (i.e. Kiwanis, Backyard BeeKeepers Association, Wildlife in Crisis, etc.) which are formed with charitable, educational or public service purposes or events held which support the educational mission of Weston Public School (and are primarily educational in nature) while also aligning with the mission and conservation restrictions of the farm.
- B. Prohibited Uses: Motorized amusements, Drive in Movies and "drive-through" events, Conventions, private events<sup>2</sup>.

### **II. Traffic:**

- A. There will be a cap of 200 cars on site inclusive of both the lower and upper parking lots.
- B. For events expecting more than 80 cars, when it is feasible given the structure of the specific program or event, we will implement a ticketing system for reserved parking in the lower lot for the first 80 cars who register and all others will be notified to park in Upper Field.
- C. For events expecting more than 80 cars, four age 18 and older paid attendants will be located in the lower lot plus two in the upper lot for management of traffic flow.
- D. The dirt road between the lower and upper lots will be maintained so that visitors can walk between lots to avoid pedestrians walking along the main roadways.
- E. A new attractive and permanent sign will be erected at the corner of Godfrey West and Newtown Turnpike. This will help reduce confusion as to the location of the farm so that fewer cars are rerouted and turn around in the driveways of neighbors.

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<sup>1</sup> The use of the Farm as set forth in the Guidelines is subject to the additional limitations and requirements set forth in the "Settlement Agreement" dated \_\_\_\_\_. Notwithstanding anything to the contrary in the Guidelines, the Parties agree to abide by all acceptable uses of the Farm as set forth in the Settlement Agreement.

<sup>2</sup> A "Private Event" for purposes of these Guidelines shall have the same definition as set forth in paragraph 6 of the Settlement Agreement. As set forth therein, a "Private Event" is defined as an event that results from a private rental of the Farm or any portion of the Farm for any event that is by invitation only and that is not open to the general public (subject only to the attendance restrictions set forth in the Guidelines), or that requires or suggests a payment to any person or entity other than the Farm. For the avoidance of doubt, weddings, bar or bat mitzvahs, private birthday parties, the Weston High School football banquet, and a charity ball or banquet held by a local non-profit other than Friends would constitute a Private Event.

- F. Erect temporary signage at the base of Ladder Hill South for events expecting more than 80 cars.
- G. Erect permanent signage at the entrance of the Ladder Hill South entrance to our upper lot.
- H. Clear 'Enter' and 'Exit' signs will be painted at the access points of the lower lot to improve the flow of traffic.
- I. Lachat will ask the town to erect a "SLOW CHILDREN AT PLAY," "FARM CROSSING" or other traffic control measures for Godfrey Road.
- J. Parkers will direct cars to pull into the farm parking lots before checking tickets to reduce the bottle-neck at the entrance and improve the flow of traffic on the main roads.

### **III. Parking:**

- A. "No Parking" signs will be posted along Godfrey Road prior to the start of an event or program expecting more than 80 cars.
- B. "No Parking" signs will be taken down by 9am the morning following an evening event.
- C. One age 18 or older paid volunteer will be stationed either by the entrance to Old Field Lane or Walden Woods Road for the duration of an event for which 80 or more cars are anticipated to prevent visitors from parking along and/or turning around on these roads.
- D. Neither the lower parking lot nor upper meadow will be paved.
- E. Neither the lower parking lot nor the upper meadow will include any overhead flood lighting.

### **IV. Noise:**

- A. Amplified music will be limited to a level that is demonstrated to diminish to 55dBA or lower at all of the neighboring residential property lines closest to the Farm (i.e. those properties abutting the Farm on Walden Woods Road, on Ladder Hill Road, and on Godfrey Road) when measured with a calibrated ANSI Type 2 sound level meter or better, based on reasonable industry standards for monitoring dBA, and in the absence of any other influencing factor on the noise level – including, but not limited to: traffic, wind/rain, landscaping equipment, dogs barking, etc. SH Acoustics will repeat sound studies during a live Music in the Meadow and Farmer's Market event to replicate the actual concert conditions. Friends will work with the sound consultant to determine the best way to achieve a level of 55dBA or lower at all of the neighboring residential property lines closest to the Farm as set forth herein, and will institute those measures and monitor them periodically for compliance.
- B. Sound crews and bands will be informed as to the maximum permissible decibel levels based upon standards established as a consequence of the noise study and Friends and/or the Town will be required to work with sounds crews and bands to implement the measures recommended by SH Acoustics to ensure that sound levels diminish to 55dBA or lower at the neighboring residential property lines closest to the Farm as set forth herein.
- C. Allowable sound limits will be communicated to the visiting band during the contracting process but controlled by Friends sound technicians during the events.