

TOWN COUNCIL AGENDA

Regular Meeting – December 5, 2016

7:00 PM
TOWN COUNCIL CHAMBERS
Town Hall – 505 Silas Deane Highway

Pledge of Allegiance
Recording of Attendance by Town Clerk

Central Connecticut Health District – Annual Report Presentation

A. PUBLIC COMMENTS

1. **Hearings:** None.

2. **General Comments**
 - a. Public
 - b. Council Reports
 - c. Council Comments
 - d. Town Manager's Report
 - e. Town Clerk Communications

B. COUNCIL ACTION

The Chairman may indicate those matters of unfinished business to be considered.

1. Ordinances, Resolutions and Appointments for Action

- a. Acceptance of Resignations from Boards and Commission
- b. Appointments to Boards and Commissions

2. Unfinished Business:

3. Other Business:

- a. Memorandum of Understanding – Clean Energy Communities Grant

4. Bids: None.

5. Ordinances, Resolutions and Appointments for Introduction:

- a. Repeal of Article 1, Chapter 10, Regional Council of Elected Officials of the Code of the Town of Wethersfield.

TOWN COUNCIL AGENDA
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6. Minutes

- a. November 21, 2016

Citizens are able to review minutes for Town Boards and Commissions at:
<http://wethersfieldct.com> - use the Agendas and Minutes tab on the right side

7. Public Comments:

- 8. Executive Session:** Legal Matters

- 9. Executive Session:** Personnel Matters

10. Adjourn.

REMOVAL FROM BOARDS AND COMMISSIONS

HUMAN RIGHTS AND RELATIONS COMMISSION

Shirley Steinmetz

D

375 Brimfield Road

Effective 12-5-16

Proposed by – Deputy Mayor Barry
Date of Action – December 5, 2016

TOWN COUNCIL AGENDA ITEM

DATE: December 1, 2016

DEPARTMENT: Town Manager

REQUESTED BY: Jeff Bridges, Town Manager

ITEM: Approval of a Clean Energy Communities Grant for heating and lighting improvements to the Nature Center

COST: \$18,000 **BUDGET SOURCE/AMOUNT:** Clean Energy Communities Grant

JUSTIFICATION: The Town has qualified for \$18,000 for a Clean Energy Communities Grant. To receive the grant a Memorandum of Understanding is necessary.

IMPACT IF NOT APPROVED: If not approved the Town cannot receive the funds.

TOWN MANAGER COMMENTS: The Town is eligible for \$18,000 is Clean Energy Communities Grant Funding. The money has to go towards energy efficiency projects. Physical Services is recommending changing out the boilers and converting the lighting at the Nature Center. We will do as much work as the funding allows. A scope of work is attached and these boilers are on the state bid.

ATTACHMENTS:

- a. Memorandum of Understanding for the Clean Energy Communities Grant
- b. Proposed scope of work.

ACTION REQUIRED: Motion to approve the Memorandum of Understanding for the Clean Energy Communities Grant.

**CLEAN ENERGY COMMUNITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Clean Energy Communities Program – Memorandum of Understanding (“Agreement”) is made between the CONNECTICUT GREEN BANK (“Green Bank”), a quasi-public agency of the State of Connecticut, having its offices at 845 Brook Street, Rocky Hill, Connecticut 06067, and the Town of WETHERSFIELD (“Municipality”), a Connecticut municipality. GREEN BANK and Municipality are individually referred to as a “Party” or collectively as “Parties” to this Agreement.

WHEREAS, GREEN BANK, which is charged under the Connecticut General Statutes (“Conn. Gen. Stat.”) Section 16-245n, to promote and support the growth, development, and commercialization of clean renewable energy sources and to stimulate demand for clean renewable energy and the deployment of clean renewable energy sources;

WHEREAS, Municipality has committed to the “Clean Energy Communities Program” under which it agrees to reduce energy use in municipal facilities and to obtain a percentage of the annual electricity usage for its municipal properties from clean, renewable sources, as evidenced by the attached Exhibit A, the “Clean Energy Communities Municipal Pledge,” which is incorporated into this Agreement;

WHEREAS, Municipality has supported clean energy equivalent to 11% of the annual electricity usage for municipal facilities for the fiscal year 2017 and intends to gradually build up to reach the goal of 20% of the annual electricity usage by 2018;

WHEREAS, Municipality acknowledges that clean, renewable sources are those defined as Connecticut Class I renewable energy sources or meeting Green-e certification standards;

WHEREAS, Municipality acknowledges that certain action steps to support clean energy may be substituted in lieu of making a clean energy purchase; and

WHEREAS, as of the date of this Agreement, municipality has earned four (4) rewards through the Renewable Energy track of the Clean Energy Communities program according to program data;

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, GREEN BANK and Municipality acknowledge their understandings as follows:

Section 1. Condition of Funding. This Agreement is contingent upon sufficient funds being available in the future from GREEN BANK under the Clean Energy Communities Program (“Program”). The Project will be placed on GREEN BANK’s contingent funding waiting list upon GREEN BANK’s receipt of this Agreement duly executed by both Parties. Failure by Municipality to return the signed Agreement to GREEN BANK in a timely manner may result in GREEN BANK withdrawing this contingent funding offer.

Section 2. Key Terms.

- (a) Municipality is a Clean Energy Community;
- (b) Subject to Section 1 above, the Municipality is eligible to receive from GREEN BANK, at no expense, four (4) rewards, valued at \$4,500 each.
- (c) Municipality has advised that it wishes to redeem its rewards to purchase and install two high efficiency boilers (and, to the extent that any funds remain, LED lighting) at The Nature Center, 156 Prospect Street, Wethersfield.
- (d) GREEN BANK will pay Municipality the total sum of up to \$18,000. Payment will be made in one installment upon written request from Municipality accompanied by documentation of the purchase and installation such as a scope of work or invoice.
 - a. Municipality shall select a contractor from which to purchase equipment and/or a license for the aforementioned projects.
 - b. Before the Green Bank is to make a payment to the Municipality, the Municipality must provide the Green Bank with a scope of work, an invoice or other documentation in connection with the aforementioned project as well as any additional information reasonably requested by Green Bank.
- (e) **Municipality shall collaborate with GREEN BANK to prepare any press releases and to plan for any dedication ceremony related to this project or this program;**
- (f) GREEN BANK shall not be obligated to provide the funding for this project if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating GREEN BANK funding.

Section 3. Role of the Principal Contacts.

- (a) GREEN BANK's principal contact for this Agreement is Bob Wall, Associate Director of Outreach; 860-257-2354, Bob.Wall@CTGreenBank.com.
- (b) Municipality's principal contact for this Agreement is _____.
- (c) These principal contacts will be responsible for the joint coordination of activities and resolution of issues cutting across organizational lines in their respective organizations.

Section 4. Liability.

1. Municipality shall bear sole liability for all claims against the GREEN BANK arising out of the projects described above in Section 2(c) including all claims for damages asserted by third-parties to this Agreement.
2. Municipality agrees to indemnify GREEN BANK in all claims alleged against Municipality as a result of the expressed liabilities set forth in (1) of this Section.

Section 5. Miscellaneous.

- (a) This Agreement may only be modified or amended by a writing executed by all of the Parties to the Agreement.
- (b) In no event shall this Agreement be deemed to give any rights or entitlements to any third party, this Agreement being solely for setting forth the understandings of the Parties.
- (c) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut and shall be subject to all applicable laws governing the subject matter hereof.
- (d) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date upon which the Parties have affixed their signatures below.

CONNECTICUT GREEN BANK

TOWN OF WETHERSFIELD

Signature

Signature

Bryan T. Garcia

Jeffrey K. Bridges, Jr.

President & Chief Executive Officer

Town Manager

Date

Date

EXHIBIT A

CLEAN ENERGY COMMUNITIES MUNICIPAL PLEDGE

The Clean Energy Communities program is an initiative funded by both the Connecticut Green Bank (Green Bank - formerly known as the Clean Energy Finance and Investment Authority) and the Connecticut Energy Efficiency Fund. Green Bank and the Energy Efficiency Fund develop programs which collectively seek to have Connecticut cities and towns both reduce energy use and increase support for clean, renewable energy for municipal facilities. Energy Efficiency Fund programs are administered by Eversource and The United Illuminating Company (collectively, "the Companies")

By applying currently available energy efficiency and clean, renewable energy technologies the Town of Wethersfield can save money, create a healthier environment and strengthen local economies; and **accordingly, the Town of Wethersfield makes the following Clean Energy Communities Municipal Pledge:**

1. The Town of Wethersfield pledges to reduce its municipal building energy consumption by 20% by 2018. Building energy consumption shall be determined by benchmarking municipal building energy consumption to a baseline fiscal year. The Town of Wethersfield can elect from the following fiscal years to determine its energy baseline year: 2010-2011, 2011-2012, 2012-2013, or 2013-2014.
 - a. The Town of Wethersfield will seek to reduce its municipal building energy consumption for municipal facilities by at least 20% by 2018. The schedule follows:
 - i. Fiscal Year 2013-2014: 8% Reduction
 - ii. Fiscal Year 2014-2015: 11% Reduction
 - iii. Fiscal Year 2015-2016: 14% Reduction
 - iv. Fiscal Year 2016-2017: 17% Reduction
 - v. Fiscal Year 2017-2018: 20% Reduction
 - b. The Town of Wethersfield will work with the Companies, contractors or other entities to benchmark its municipal buildings (including board of education buildings) to determine the municipal buildings' energy usage.
 - c. Beginning July 1, 2015, the Town of Wethersfield agrees to provide documentation of its municipal building energy consumption on an annual basis by the end of the first quarter of the following fiscal year.
 - d. The Town of Wethersfield pledges to create its own Municipal Action Plan (MAP) to determine its path in reducing its energy consumption. The Town of Wethersfield may satisfy this requirement by submitting a pre-existing municipal energy plan, sustainability plan, climate change action plan or similar document.
 - e. There is no penalty if the Town of Wethersfield fails to meet the reduction amounts set forth in the schedule above. However if these reduction targets are not met starting July 1, 2015, the Town of Wethersfield will not be eligible to receive Bright Idea Grants from the Connecticut Energy Efficiency Fund and Companies under the Clean Energy Communities program.
2. The Town of Wethersfield pledges to purchase 20% of its municipal building electricity from clean, renewable energy sources by 2018.

Town of Wethersfield Communities MOU

- a. The Town of Wethersfield will seek to make a voluntary purchase of at least 20% of the electricity for municipal facilities from clean, renewable energy sources by annual CEC program requirements. The schedule follows:
 - i. Fiscal Year 2013-2014: 16% Purchase
 - ii. Fiscal Year 2014-2015: 17% Purchase
 - iii. Fiscal Year 2015-2016: 18% Purchase
 - iv. Fiscal Year 2016-2017: 19% Purchase
 - v. Fiscal Year 2017-2018: 20% Purchase
 - b. The Town of Wethersfield may satisfy this requirement by taking municipal action steps to support clean energy such as opting into Commercial-Property Assessed Clean Energy (C-PACE) or adopting streamlined permitting practices for solar PV systems; purchasing Green-e® Energy certified Renewable Energy Credits (RECs); enrolling one or more municipal facilities in the CTCleanEnergyOptionsSM program; installing Class I renewable energy systems; or any combination thereof.
 - c. The Town of Wethersfield agrees to provide Green Bank documentation of its municipal clean energy purchases on an annual basis.
 - d. There is no penalty if the Town of Wethersfield fails to meet the items set forth in the schedule above; however, the Town of Wethersfield will not be eligible to receive incentive rewards from Green Bank under the Clean Energy Communities program.
3. The Town of Wethersfield agrees to promote energy efficiency and clean, renewable technologies in its community. The Town of Wethersfield is encouraged to designate person's to implement the Clean Energy Communities Municipal Pledge and to perform education and outreach among residents, businesses and institutions within the community concerning energy efficiency and clean, renewable energy programs.

By taking the pledge and meeting the Clean Energy Communities Program requirements outlined by Green Bank and the Connecticut Energy Efficiency Fund, the Town of Wethersfield may qualify, subject to the terms of separate memorandums of understanding, for the following grants:

- a. Green Bank. For every 100 points, the Town of Wethersfield will earn a reward equivalent to a 1 kilowatt solar energy system that can be used on any project involving energy efficiency, renewable energy or alternative fuel vehicles.
- b. Energy Efficiency Fund. For every 100 points, the Town of Wethersfield will earn a Bright Idea Grant that can be used for energy-saving projects. The Town of Wethersfield is eligible for two Bright Idea Grants per fiscal year.

Signature: _____

Date: 11/21/2016

Jeff Bridges
Town Manager
Town of Wethersfield

AKA Jeffrey K. Bridges Jr

* The Town of Wethersfield understands that the Clean Energy Communities Municipal Pledge is not a contract, and that Green Bank, the Energy Efficiency Fund, and the Companies have not contracted, committed, agreed or promised, to perform or incur any obligations, in any manner, hereunder.

Town of Wethersfield
505 SILAS DEANE HIGHWAY
WETHERSFIELD, CONNECTICUT 06109



CERTIFICATION OF COUNCIL ACTION

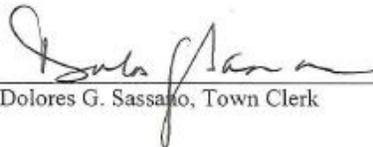
I, Dolores G. Sassano, Town Clerk of the Municipality of Wethersfield, do hereby certify that the following is a true and correct copy of a motion passed at a regular meeting of the Town Council held and convened on the 17th day of October, 2016, at which a constituted quorum of the Wethersfield Town Council was present and acting throughout. It has not been amended or changed and remains in effect.

CLEAN ENERGY COMMUNITIES MUNICIPAL PLEDGE

All Councilors present, including the Chairperson voted AYE. The motion passed 9-0-0.

In furtherance of this motion, Jeffrey K. Bridges, Jr. the Town Manager is duly authorized to enter into and sign said contracts on behalf of the Town of Wethersfield. Jeffrey K. Bridges, Jr. currently holds the title of Town Manager and has held that office since August 1, 2009. The Town Manager is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

IN WITNESS THEREOF, the undersigned has affixed her signature and the corporate seal of the town this 22nd day of November, 2016.


Dolores G. Sassano, Town Clerk

Wethersfield Nature Center – Boiler and Lighting Replacement

Scope of Work

Boilers

Contractor is to purchase and install two new Lockinvar Knight KBN 211 165,000 BTU high efficiency natural gas boilers. These boilers will replace the two existing Laars 199,000 BTU boilers, at The Nature Center, 156 Prospect St, Wethersfield, CT.

Boilers shall be piped, wired, and connected to existing building controls systems without interrupting the heating of Nature Center building and occupants. Boilers shall be swapped out one boiler at a time so as to provide continued heating of the building.

Contractor to verify all existing conditions required to swap out boilers prior to starting work. Including but not limited to venting requirements, gas piping, sizing requirements for new boilers. Contractor shall be responsible for all material and labor required to install new boilers according to manufacturer's specification.

Contractor shall be responsible for obtaining permits, removal of construction debris, including old boilers.

Lighting

Replace all incandescent and compact fluorescent lamps located in track fixtures and recessed light cans with LED equivalent bulbs.

The replacement will take place on the following floors: basement, first floor, second floor.

TOWN COUNCIL AGENDA ITEM

DATE: December 1, 2016

DEPARTMENT: Town Manager

REQUESTED BY: Jeff Bridges, Town Manager

ITEM: Repeal of Article 1, Chapter 10 of the Code of the Town of Wethersfield pertaining to the Regional Council of Elected Officials

COST: BUDGET SOURCE/AMOUNT:

JUSTIFICATION: This Council is no longer in existence. The enabling state statutes have been repealed as well. This Council has been replaced with the Regional Council of Governments.

IMPACT IF NOT APPROVED: N/A for introduction only.

TOWN MANAGER COMMENTS: This Council has been replaced by the Regional Council of Governments. The enabling state statutes have been repealed as well.

ATTACHMENTS:

- a. Proposed ordinance for introduction
- b. Full text of Article 1, Chapter 10 of the Code of the Town of Wethersfield

ACTION REQUIRED: N/A for Introduction Only.

FOR INTRODUCTION

Approved

Public Hearing: December 19, 2016
Council Action: _____
Effective Date: _____
Moved By: _____
Seconded By: _____

Town Attorney
Date: _____

AN ORDINANCE REPEALING ARTICLE 1 OF CHAPTER 10 OF THE CODE OF THE TOWN OF WETHERSFIELD PERTAINING TO THE REGIONAL COUNCIL OF ELECTED OFFICIALS

Section 1. Article 1, Chapter 10 of the Code of the Town of Wethersfield pertaining to the Regional Council of Elected Officials is hereby repealed.

Section 2. Effective Date: This ordinance will become effective per Article 308 and 309 of the Charter of the Town of Wethersfield.

PURPOSE: To repeal a section of the Town Code that is no longer necessary.

PREPARED BY: Jeff Bridges, Town Manager

INTRODUCED BY: Mayor Paul Montinieri

DATE: December 1, 2016

*Town of Wethersfield, CT
Thursday, December 1, 2016*

Chapter 10. COMMITTEES, BOARDS, COMMISSIONS AND OTHER AGENCIES

Article I. Regional Council of Elected Officials

§ 10-1. Creation of Council.

The Town hereby joins with such of the towns, cities or boroughs within its planning region, as defined by the Connecticut Development Commission, as may enact a similar ordinance to create a Regional Council of Elected Officials, as such Council is defined by C.G.S. § 4-124c.

§ 10-2. Representatives.

The representative to the Regional Council shall be a member of the Town Council as chosen by the Town Council.

§ 10-3. Powers and duties.

The Regional Council shall have such powers, purposes, responsibilities and duties as stated in C.G.S. § 4-124d.