

Minutes
Easton Board of Selectmen Meeting
March 5, 2015 – 7:30 p.m.
Town Hall Conference Room A

Present: Adam Dunsby; Scott S. Centrella; Robert H. Lessler
The First Selectman convened the meeting at 7:34 p.m.

1. The First Selectman opened the PUBLIC HEARING to discuss the leasing of Town owned property behind Samuel Staples Elementary School. Carroll Brooke, a member of the Clean Energy Task Force, presented a summary of the project and related power purchase and system site lease agreements. A copy of the summary is attached and made part of these minutes. Several residents had questions regarding specific location, possible screening of the panels, cost per kWh, and future expansion of the proposed project. A representative from CEFIA Holdings, John Dunster, and Mr. Brooke addressed and answered all concerns. The First Selectman closed the public hearing at 8:20 p.m.
2. Robert Lessler moved, Scott Centrella seconded a motion to approve the minutes of the Easton Board of Selectmen Meeting of February 19, 2015. Motion carried unanimously.
3. A resident spoke about Easton's membership in the Greater Bridgeport Regional Council and questioned if being a part of the council was in the best interest of the Town and cautioned the Board about regionalization.
4. A Solar Power Purchase Agreement and a System Site Lease Agreement were discussed for the solar project to be constructed behind Samuel Staples Elementary School. Robert Lessler moved, Scott Centrella seconded a motion to authorize the First Selectman to execute all necessary documents with CEFIA Holdings, LLC for the Solar Power Purchase Agreement. Motion carried unanimously. Discussion was had regarding the System Site Lease Agreement regarding the actual site of the project. Carroll Brooke advised that a final survey will be done and submitted with any modifications to Exhibit A in the System Site Lease Agreement being discussed at tonight's meeting. Scott Centrella moved, Robert Lessler seconded a motion to authorize the First Selectman to execute the System Site Lease Agreement with CEFIA Holding, LLC. subject to a final site survey and new language to be added to Section 2.1 – The Project Site as outlined in Exhibit A is subject to a site survey and final configuration of the solar array. Motion carried unanimously.
5. Robert Lessler moved, Scott Centrella seconded a motion to appoint Elizabeth Drinkwater-Ross to the Advisory Board for the Easton Senior Center to fill a three-year unexpired term from 1-02-13 to 1-02-16. Motion carried unanimously.
6. Attorney John W. Knuff and Peter T. Romano, Principal of Landtech, presented a conceptual overview by Alfred Lenoci for 18-22 South Park Avenue. Mr. Lenoci would maintain the historic use of the property, the keeping of livestock and growing crops for personal use, while staying within all zoning regulations. The property would remain in its current state for ten years after which, development, following all zoning regulations, could be explored.

7. Scott Centrella moved, Robert Lessler seconded a motion to approve the following tax refunds as recommended by Christine Calvert, Tax Collector: 1. Chase Auto Finance Group - \$304.62; and 2. Nissan Infiniti, Lt - \$366.04. Motion carried unanimously.
8. Meghan Sloan, Transportation Planner at Greater Bridgeport Regional Council spoke to the Board regarding grant applications for Regional Performance Incentive Programs, one to fund a statewide flight to collect aerial imagery and the second for a project to allow the GBRC to develop and host a web-based automated vehicle location application. Scott Centrella moved, Robert Lessler seconded a motion to adopt a Resolution for Regional Performance Incentive Program, Capitol Regional Council of Governments Statewide Aerial Flight, Statewide Flight to Acquire Orthophotography and LIDAR, and Resolved "that the Easton Board of Selectmen approves and endorses the above referenced Regional Performance Incentive Program Grant Application by the Greater Bridgeport Regional Council and authorized the First Selectman to sign all necessary agreements and take all necessary actions to allow for the Town's participation in the program." A copy of the complete Resolution is attached and made part of these minutes. Motion carried unanimously. Robert Lessler moved, Adam Dunsby seconded a motion to adopt a Resolution for Regional Performance Incentive Program for Automated Public Works Operations Platform, and Resolved "that the Easton board of Selectmen approves and endorses the above referenced Regional Performance Incentive Program Grant Application by the Greater Bridgeport Regional Council and authorized the First Selectman to sign all necessary agreement and take all necessary actions to allow for the Town's participation in the program." A copy of the complete Resolution is attached and made part of these minutes. Selectman Dunsby and Selectman Lessler voted in favor, Selectman Centrella voted against. Motion carried.
9. The First Selectman, in conjunction with CIRMA and various Town departments, developed a Town of Easton Workplace Safety Plan. After discussion and review, the Board of Selectmen agreed on a final plan. Scott Centrella moved, Robert Lessler seconded a motion to adopt the Town of Easton Workplace Safety Plan. A copy of this plan is attached and made part of these minutes. Motion carried unanimously.
10. Four Town union contracts will expire on June 30, 2015, Easton Employees Local 1303 AFL-CIO Council 4; Easton Supervisors Local 818 AFL-CIO Council 4; International Association of Firefighters Local 1426 AFL-CIO; and Public Works Employees/Service Employees International Union Local 2001. Scott Centrella moved, Robert Lessler seconded a motion to appoint the firm of Berchem, Moses & Devlin, P.C. to assist the First Selectman in the initial review of existing contracts and the final review of proposed contracts for the referenced unions. Motion carried unanimously.
11. Discussion was had regarding what Town property, i.e. fields, parks over which the Parks and Recreation Commission has jurisdiction. Further discussions will be scheduled with representatives from the Parks and Recreation Commission.
12. The First Selectman advised he will apply for a special permit for the open air pavilion on town-owned land on Morehouse near the baseball field.
13. Robert Lessler moved to adjourn the meeting. Scott Centrella seconded the motion. Motion carried unanimously and the meeting adjourned at 9:51 p.m. 3M~03-05-15

Green Bank Power Purchase Agreement Summary

Agreement is between CEFIA Holdings LLC and Town of Easton

CEFIA Holdings will install and own a 300KW DC solar system and sell all of the electricity generated by it to Town of Easton at a fixed price of \$.093 per kWh over the 20 year life of the agreement. A shorter 15 year agreement is available but is not recommended because the price would be raised 13% to \$.105 per kWh and the Town could buyout CEFIA any time after the 5th year. The Town currently pays \$.13 per kWh (excluding capacity charges and other overhead charges) so solar electricity will be 28% cheaper than currently and the rate will stay fixed over 20 years during which market rates are expected to increase 3% per year. The solar system will occupy nearly 2 acres of land on the field behind SSES.

Easton is obligated to purchase all of the electricity generated by the system. The system size for the initial installation is 300KW and is expected to generate about 50% of SSES's electricity needs. If Easton's electrical needs are less than what is produced (not likely for this 300KW system size), Easton shall buy all production and either deliver excess to UI and be paid at Net Metering rules for a price at UI wholesale rate or sell to any other buyer.

If Samuel Staples' electrical needs are more than what is produced from the solar system, which is likely for the initial phase, Easton shall purchase the excess need from UI and our contracted wholesale generator at normal market prices. Net Metering rules permit purchases from independent energy suppliers such as Constellation at their (discounted) offered prices.

Renewable Energy Credits (RECS) and other Environmental Attributes will belong to CEFIA Holdings (Seller). In the event there is a change in the law affecting environmental incentives that results in a material adverse economic impact on either party, the parties shall work in good faith to amend the PPA agreement to restore the allocation of economic benefits and burdens originally contemplated. In the event agreement cannot be reached, CEFIA may terminate the agreement, remove the system and restore the property.

CEFIA shall be responsible for installation, operation & maintenance of System, including maintaining all approvals and permits, and for removal of the system at the end of the lease period.

CEFIA will invoice Easton monthly for a fixed amount of electricity, the "levelized amount", which will be 1/12 of the expected annual production based on industry best practices. Invoice payments are due 30 days from receipt and late payments will accrue interest at Prime plus 5% until paid.

If the system has not produced 35% of the expected annual production by July 1, a new lower levelized amount may be determined, with the consent of both parties. At the end of each year, there will be a "true up" whereby monthly invoices will be reconciled with the actual production and any adjustments determined and invoiced.

Easton has an option to purchase the System after 5 years of operation. Both parties will have 30 days to reach a mutually agreeable selling price but if not possible by then, a mutually agreeable independent appraiser will be retained to determine the fair market value for the system. But, the purchase price resulting from a fair market value assessment must be at or higher than the pre-determined amounts on Exhibit E. Examples of those minimum prices are, after 5 years of operation, is \$488,062 which is approximately 61% of the systems \$803,000 installed cost estimate, after 10 years \$330,168, approximately 41% of installed cost, and after 15 years \$164,773 approximately 21% of cost. Easton will

pay for the independent appraiser unless the Purchase Option is exercised in which case the cost will be at CEFIA's expense.

Title and Risk of Loss (pg 7) Solar system will be owned by CEFIA LLC and will retain title to it.

Force Majeure(pg 7) In event of a Force majeure, a party prevented from performing obligations under this agreement shall be excused (other than its obligation to make payments when due) and will use commercially reasonable efforts to resume performing obligations.

Additional Covenants(pg 8) Easton can't encumber the System. Easton shall provide audited annual financial statements, if CEFIA requests, and unaudited quarterly statements.

Reps and Warranties (pg 8)Easton: Rep that Easton has capacity to enter into this agreement. There are no legal adversities to the validity of this agreement. CEFIA LLC: CEFIA LLC has capacity to agree to this. Agreement is a legal obligation of CEFIA LLC and there are no pending threats or intellectual property problems.

Defaults /Remedies (pg 10) CEFIA Default: failure to pay, bankruptcy proceedings, agreement breach not cured in 180 days. Easton Remedy: may terminate Agreement. Easton Default: Default if failure to pay within 5 business days after CEFIA notifies of breach for not paying within normal 30 calendar days. Bankruptcy proceedings, site lease breach, unreasonable refusal to agree to Environmental Attributes or Incentives and any other breach uncured in 30 days. CFIA Remedy: may terminate agreement, recover projected energy payments through remainder of contract, lost revenue from sales of RECs, recapture of ITC and other PPA damages.

Financing Accommodations (pg 12) CEFIA has right to assign agreement for financing as long as CEFIA's obligations are maintained. If CEFIA intends to terminate the Agreement, it must notify Financing parties who will have 30 days to cure the breach plus an additional 90 day extension. Financing party has essentially the same rights as CEFIA to cure.

Governing Law: Venue (pg 13) Connecticut

Indemnification (pg 13) CEFIA will indemnify and hold harmless Easton from all 3rd party claims relating to any breach of agreement by CEFIA. Easton will indemnify and hold harmless CEFIA from 3rd party claims relating to any breach of agreement by Easton.

Insurance & Exhibit C (pg 14) Each party must carry at least \$2 million single occurrence and annual aggregate. May elect to self-insure.

Confidential Information (pg 14) Contracts are confidential but Freedom Of Information requests are exempt.

Miscellaneous (pg 15) Assignments-CEFIA may assign without consent from Easton however CEFIA must provide Easton information about an assignee including an explanation of assignee's ability to cure CEFIA's obligation. To assure performance, CEFIA will purchase a performance guarantee for assignee.

Remedies 17.6 (pg 16) Remedies are cumulative. Losing party pays reasonable costs of prevailing party.

Publicity 17.12 (pg17) Press releases regarding the solar system must be agreed to by CEFIA and Easton.

Green Bank Lease Agreement Summary

This is a 20 year lease, co-terminus with the PPA, which gives Green Bank (CEFIA) the right solely to produce solar power in the field, the "Project Site", and to have access to the "Premises", in general, which includes the school building/area and field needed to generate and transmit the electric power.

Easton agrees to keep the field area clear of obstructions that would reduce the sunlight availability by more than 1%.

Security- Green Bank will install a 7' high fence around the Project Field as well as install and maintain signs and locks. Easton has right to approve the fence design.

Maintenance- Green Bank will maintain the solar equipment and field and Easton will maintain the fence and access to the field

Communication- Easton will provide high speed internet access at the Project Field over the life of the lease.

Insurance- Both Green Bank and Easton will maintain comprehensive general liability insurance of at least \$2 million combined single limit per occurrence and annual aggregate and may elect to self-insure.

System Removal- At end of lease, Green Bank will remove the solar system and restore the premise above grade to its pre-existing condition.

HCB
2/28/2015

Resolution

Regional Performance Incentive Program

Capitol Regional Council of Governments Statewide Aerial Flight

The Easton Board of Selectman met on March 5, 2015 and adopted the following resolution.

WHEREAS, Section 4-124s as amended by Section 251 and 253 of Public Act 13-247 passed by the Connecticut General Assembly provides statewide incentive grants to Regional Planning Organizations for projects that involve shared services; and

WHEREAS, on December 16, 2014 the Greater Bridgeport Regional Council passed a resolution authorizing the Capitol Region Council of Governments (CRCOG) to develop and submit an application package to the State Office of Policy and Management for funding under the Regional Performance Incentive Grant Program for a Statewide Flight to Acquire Orthophotography and LIDAR; and

WHEREAS, CRCOG will act as a convener and facilitator of a single, statewide flight to acquire orthophotography (aerial imagery) and LIDAR as a means to achieve cost savings for municipalities of the State of Connecticut; and

WHEREAS, the Chief Elected Officials and municipal staff of the Greater Bridgeport Region have expressed an interest in taking part in the project proposal entitled:

1. Statewide Flight to Acquire Orthophotography and LIDAR

NOW THEREFORE BE IT RESOLVED, that the *Easton Board of Selectman* approves and endorses the above referenced **Regional Performance Incentive Program** Grant Application by the Greater Bridgeport Regional Council and authorized the First Selectman to sign all necessary agreements and take all necessary actions to allow for the Town's participation in the program.

Attested to by:

Name: _____

Title: _____

Date: _____

Resolution
Regional Performance Incentive Program
Automated Public Works Operations Platform

The Easton Board of Selectman met on March 5, 2015 and adopted the following resolution.

WHEREAS, Section 4-124s as amended by Section 251 and 253 of Public Act 13-247 passed by the Connecticut General Assembly provides statewide incentive grants to Regional Planning Organizations for projects that involve shared services; and

WHEREAS, the Greater Bridgeport Regional Council is acting as a convener and facilitator of service sharing projects in the Greater Bridgeport Region; and

WHEREAS, on December 16, 2014 the Greater Bridgeport Regional Council passed a Resolution authorizing the development and submittal of a grant application to the State of Connecticut Office of Policy and Management's Regional Performance Incentive Program for an Automated Public Works Operations Platform; and

WHEREAS, the Automated Public Works Platform is the backend infrastructure platform of an Automated Vehicle Locator (AVL) service that will automate internal work flows by tracking vehicles on a real time basis to capture vehicle data which will provide reduced costs and expanded functionality to municipalities. The project will help the Public Works Departments of the GBRC's member municipalities to efficiently manage vehicles, equipment, resources and man hours; and

WHEREAS, the Chief Elected Officials of the Greater Bridgeport Region have supported the Automated Public Works Platform included in the application package, as it will benefit each municipality and the Region as a whole; and

WHEREAS, the Town of Easton has expressed an interest in taking part in the project proposal entitled:

1. Automated Public Works Platform

NOW THEREFORE BE IT RESOLVED, that the *Easton Board of Selectman* approves and endorses the above referenced **Regional Performance Incentive Program** Grant Application by the Greater Bridgeport Regional Council and authorized the First Selectman to sign all necessary agreements and take all necessary actions to allow for the Town's participation in the program.

Attested to by:

Name: _____

Title: _____

Date: _____



Town of Easton

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Town of Easton Workplace Safety Plan

Mission Statement

Safety matters. The Town of Easton desires a safe workplace for all Easton employees. The Town, its volunteers, and its employees will work together to create a safe workplace, to develop safety policies, to provide safety training, and to make safety awareness part of the daily work responsibility.

Job Descriptions

All job descriptions will be updated to make workplace safety a responsibility of each position. Until job descriptions are formally updated, it is understood that all employees of Easton will follow safety procedures and act to make the workplace safe. Supervisors and department heads will, in addition, respond to employee safety concerns, investigate all accidents, and make and keep appropriate records.

Safety Record Reporting

All department heads and related boards and commissions will receive CIRMA's annual stewardship report.

Department specific safety records will be reported in the Town's annual report and elsewhere, as appropriate.

Health and Safety Committee

The First Selectman will be a member of the Health and Safety Committee.

Safety Audit

Easton will engage CT OSHA to perform a safety audit. The resulting requirements and recommendations will be incorporated into this health and safety plan, as appropriate.

Training and Education

Safety training and education opportunities will be made available to employees. Department heads and supervisors will provide opportunity for ALL employees, as well as themselves, to regularly engage in health and safety training. Department heads will maintain records of sessions attended by employees and provide an annual report to the Health and Safety Committee and any other governing board or

commission. Relevant training shall also include sessions on workplace behavior (e.g. sexual harassment and workplace violence).

Discipline for Violations of Safety Protocol

Failure to follow safety protocol and the safety policies of the Town of Easton may subject the employee to disciplinary action.

Safety Walkthrough

As appropriate for each department as determined by the First Selectman, but no less than once a year, department heads will conduct a safety walkthrough. The First Selectman or designee may choose to attend. A brief description of any concerns will be provided to the Health and Safety Committee and any governing board or commission. Department heads shall maintain the same records of concerns.

Employee Evaluations

For all evaluated employees, safety will be part of that evaluation.

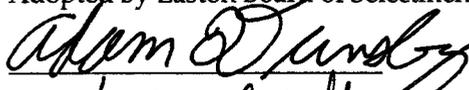
Employee Sign-off

Employees will be provided, and be required to acknowledge that they have received, a copy of the accident reporting procedures.

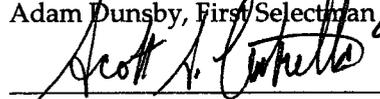
Incentive Award

The Board of Selectmen will present awards to employees and departments with excellent safety records.

Adopted by Easton Board of Selectmen – March 5, 2015



Adam Dunsby, First Selectman



Scott Centrella, Selectman



Robert Lessler, Selectman