

EAST LYME BOARD OF SELECTMEN
REGULAR MEETING MINUTES OF AUGUST 2, 2017

PRESENT: Kevin Seery, Marc Salerno, Rose Ann Hardy, Daniel Cunningham, Paul Dagle.

ALSO PRESENT: Anna Johnson, Finance Director; Holly Cheeseman, State Representative; Joe Bragaw, Director of Public Works.

ABSENT: Mark Nickerson, First Selectman

Mr. Seery called the meeting to order at 7:30 p.m. and led the Pledge of Allegiance.

1b. Additional Agenda & Consent Calendar Items

Motion (1)

Mr. Salerno moved to add Agenda Item #3e the appointment of Jessie Baldwin to the Inland Wetlands Commission, to this evening's agenda.

Seconded by Ms. Hardy. Motion passed 5-0-0.

Motion (2)

Mr. Salerno moved to add Agenda Item #3f to schedule a Special Town Meeting on Wednesday, August 16, 2017 at 7:00 p.m.

Seconded by Ms. Hardy. Motion passed 5-0-0.

Ms. Hardy asked if Item #3d should be withdrawn from the Agenda. Mr. Seery replied that it should; technically there is not an alternate vacancy until Mr. Baldwin is sworn in.

Motion (3)

Ms. Hardy moved to withdraw Item #3d from the Agenda.

Seconded by Mr. Cunningham. Motion passed 5-0-0.

The Agenda will be renumbered. Item #3e will now be #3d and #3f will now be #3e.

1c. Delegations

State Representative Holly Cheeseman of 16 Mitchell Drive came forward to speak. Ms. Cheeseman brought the Board up to date on what is transpiring in Hartford, in regards to the State Budget. There is no Budget yet but will let the Board know as soon as there is any news. Right now, everything is operating on a day by day basis.

Ms. Cheeseman also shared with the Board the latest on Connecticut Statute 8-30g Affordable Housing; Towns currently have to adopt affordable plans every 5 years. The Governor's veto on updating this Statute to make it easier for municipalities to qualify was overwritten.

FILED

Aug 7 20 17 AT 3:10 AM/PM
Kenneth Bullock, Jr.
EAST LYME TOWN CLERK

The Library is looking for Town residents to participate in workshops to help them plan for the next five to ten years. The Children's Museum will be hosting a gala on September 15th, 2017 to celebrate their 25th Anniversary and Ms. Chesseman invited all interested to attend.

1d. 1) Approval of Minutes of the Regular Meeting of the BOS, July 5, 2017

Motion (4)

Mr. Salerno moved to approve the Regular Meeting Minutes of July 5th 2017 as submitted. Seconded by Ms. Hardy.

Mr. Salerno said that page 3 reads "the Town Building Committee met and out of the six (3) bids" when it should read "the Town Building Committee met and out of the six (6) bids."

Mr. Dagle said that paragraph 6b. Contains the wording "out town" when it should say "our town."

Motion (5)

Mr. Salerno moved to approve the Regular Meeting Minutes of July 5th 2017 as amended. Seconded by Ms. Hardy. Motion passed 5-0-0.

2) Approval of Minutes of the Special Meeting of the BOS, July 25, 2017

Motion (6)

Mr. Salerno moved to approve the Regular Meeting Minutes of July 5th 2017 as submitted. Seconded by Ms. Hardy. Motion passed 4-0-1. Mr. Dagle abstained from the vote.

1e. Consent Calendar

Motion (7)

Mr. Salerno moved to approve the Consent Calendar for the meeting of August 2, 2017, in the amount of \$2,295.87. Seconded by Mr. Cunningham. Motion passed 5-0-0.

2. Old Business

There was no old business to discuss.

3. New Business

3a. Appoint Attorney William Willetts, Jr. to examine the indices of the land records for calendar year 2017.

Motion (8)

Mr. Salerno moved to Move to Appoint Attorney William Willetts, Jr. to examine the indices of the land records for calendar year 2017 in accordance with CGS Section 7-14 for the sum of \$2,000, and with a thank you for 30 years of service. Seconded by Ms. Hardy. Motion passed 5-0-0.

3b. Review and authorize the First Selectman to enter into an agreement with the CT Department of Correction for use of certain equipment located at York Correctional Institution.

Mr. Seery noted this agreement has never resulted in overtime.

Motion (9)

Mr. Salerno RESOLVED, that Mark C Nickerson, First Selectman of the Town of East Lyme, be and hereby is authorized to execute on behalf of the Town of East Lyme an agreement with the CT Department of Correction for use of certain Equipment located at York Correctional Institution and is authorized to execute any and all documents necessary to consummate the transaction above contemplated. Seconded by Ms. Hardy.

Ms. Hardy said she wasn't aware we were borrowing equipment and asked if any State employee can use it when we are borrowing and Mr. Seery responded that no, they can't.

Ms. Hardy asked about the language of the 2 million minimum for accidents. Mr. Seery said Town Council has reviewed it. Ms. Hardy said she would be more comfortable if it said maximum and Mr. Seery explained that it could exceed that; this doesn't mean a person automatically gets 2 million. Mr. Cunningham added the aggregate can't be less than 2 million in order to be in compliance; the maximum one person can get is 1 million but this certainly doesn't guarantee an individual 1 million dollars.

Ms. Hardy asked about the verbiage of dX. Paragraph 3- "Vera's insurer" (attached.) Ms. Johnson reported she believes it to be a typo. Mr. Seery said he could make approval of this pending clarification of the sentence and wording.

Mr. Dagle asked if this would give Mr. Nickerson the authority to alter the policy and Mr. Seery replied it would.

Mr. Dagle observed that the Town employees need to be clear on the requirements of entering a correctional facility in case things ever changed, and they became required to pick up the equipment themselves. Mr. Bragaw said our employees never enter the facility.

Motion passed 5-0-0.

3c. Review and authorize the First Selectman to enter into an agreement with Duncklee for the repair/replacement of boilers at the East Lyme Community Center.

Joe Bragaw, Director of Public Works came forward to detail this project. There was no indication during the winter months that anything was wrong, but in April three boilers failed. Only have two functional boilers so it's important to act before winter; the Town has received three bids. Public Works is attempting to fund project in three ways-

1. \$37,042 in the Heating Oil/Propane line item set aside from FY 16/17.
2. \$27,974 from the HVAC Pump Replacement line item.
3. \$13,800 Eversource incentive to Replace Heating Equipment.

Joe explained that he is not actually asking the Town for more money.

The Board discussed the bids.

Ms. Hardy asked about the warranty.

Mr. Bragaw said they are comfortable with Duncklee and in the end, it will be New England mechanical that services everything. Mr. Salerno asked if service from another company void the warranty and Mr. Bragaw said it does not.

Mr. Dagle asked for further detail regarding our contract with New England Mechanical.

Mr. Cunningham asked about the turn down ratios which were not listed in Duncklee's quote. Mr. Bragaw explained that all three bids are the same, with the same equipment.

Motion (10)

Mr. Salerno moved to approve a carry-over in the amount of \$37,042 in account In account 01-01-113-400-213 (Heating Oil/Propane) from fiscal year 2016/17 to fiscal year 2017/18 in order to purchase replacement heating equipment in the East Lyme Community Center which is in the best interest of the Town of East Lyme and forward to the Board of Finance for approval. This item will require a Town Meeting.

Seconded by Ms. Hardy. Motion passed 5-0-0.

Motion (11)

Mr. Salerno moved Move to approve a special appropriation in the amount of \$76,854 for the purchase and installation of a boiler replacement at East Lyme Community Center being in the best interest of the Town of East Lyme. Sources of funding will be as follows:

\$37,042 in account 01-01-113-400-213 (Heating Oil/Propane)

\$27,974 in account 32-70-300-500-005 (HVAC Pump Replacement – Town-wide)

\$13,800 Eversource Incentive to Replace Heating Equipment

And forward to the Board of Finance for approval. This item will require a Town Meeting.

Seconded by Mr. Dagle. Motion passed 5-0-0.

Motion (12)

Mr. Salerno RESOLVED, that Mark C Nickerson, First Selectman of the Town of East Lyme, be and hereby is authorized to execute on behalf of the Town of East Lyme agreements with Duncklee Cooling & Heating and Eversource Energy for the Repair/replacement of boilers at the East Lyme Community Center and is

**Authorized to execute any and all documents necessary to consummate the transaction above contemplated upon approval by the Board of Finance.
This item will require a Town Meeting.
Seconded by Ms. Hardy. Motion passed 5-0-0.**

Mr. Seery thanked Mr. Bragaw for his comments and research.

3d. Appoint Jessie Baldwin to the Inland Wetlands Commission as a Regular Member.

Motion (13)

**Mr. Salerno moved to appoint Jessie Baldwin to the Inland Wetlands Commission as a Regular Member.
Seconded by Ms. Hardy. Motion passed 5-0-0.**

3e. Schedule a Special Town Meeting:

Motion (14)

Mr. Salerno moved to schedule the following Special Town Meeting:

*TOWN OF EAST LYME
NOTICE OF SPECIAL TOWN MEETING*

Notice is hereby given of a Special Town Meeting of the Town of East Lyme to be held on Wednesday, August 16, 2017 at 7:00 P.M. (E.D.T.) at the East Lyme Town Hall Upper Meeting Room for the following purposes:

1. To approve a special appropriation in the amount of \$76,854 for the purchase and installation of a boiler replacement at East Lyme Community Center being in the best interest of the Town of East Lyme. Sources of funding will be as follows:

- \$37,042 in account 01-01-113-400-213 (Heating Oil/Propane)*
- \$27,974 in account 32-70-300-500-005 (HVAC Pump Replacement – Town-wide)*
- \$13,800 Eversource Incentive to Replace Heating Equipment*

2. To transact any other business proper to come before the meeting.

*Dated at East Lyme, Connecticut, this 2nd day of August 2017.
EAST LYME BOARD OF SELECTMEN*

Seconded by Ms. Hardy. Motion passed 5-0-0.

4. Communications

Ms. Hardy had nothing to report.

Mr. Salerno said the Building Committee met a few times and interviewed four company candidates. He attended the rather lengthy Planning Meeting which focused on Twin Valley and was continued.

Mr. Cunningham said that Smith Harris and Historic Properties both suffered great losses with the passing of Betty Murphy, Luane Lang and Barbara Odgers. He encouraged anyone who might be interested in serving, to come forward.

Mr. Cunningham noted the Annual Bike and BBQ event is coming up.

Mr. Dagle said that Harbor Management has approved the Harbor Management Plan and waiting on Army approval. The Inland Wetlands Agency also continued their Twin Valley hearing as well, and a special meeting is scheduled for next week.

Mr. Seery said that Parks and Recreation did not meet in July. He sadly reported that Keith Hall also passed away and extending his condolences, noting his absence will be felt.

Celebrate East Lyme was a success and the fireworks were even better than Sailfest. McCooks Park is having Wednesday night concerts and Friday night play performances at the Band Shell.

Ms. Hardy asked State Representative Cheeseman if she has heard anything about other towns shortening their school year due to the potential lack of funding, and asked what kind of approval is necessary to do so. Ms. Cheeseman had not, but said she would look into it.

5. Adjourn

Motion (15)

Mr. Salerno moved to adjourn the Board of Selectmen meeting at 8:23p.m.

Seconded by Mr. Dagle. Motion passed 5-0-0.

Respectfully Submitted,

Brooke D. Stevens,
Recording Secretary



MEMORANDUM OF UNDERSTANDING BETWEEN
THE CONNECTICUT DEPARTMENT OF CORRECTION
AND
TOWN OF EAST LYME

BOS
Agenda Item
3b
August 2, 2017

Name: Use of DOC Equipment
Number: 2018CAU-01
Effective Dates: Execution- Open-Ended

This Agreement is entered into by Cheryl L. Cepelak, Deputy Commissioner, on behalf of the Connecticut Department of Correction (hereinafter "CTDOC") and Mark C. Nickerson, First Selectman, on behalf of the Town of East Lyme (hereinafter "Town").

WHEREAS, CTDOC has care and custody of certain equipment located at York Correctional Institution (the "Equipment") that it utilizes to maintain its properties; and

WHEREAS, the Town desires to utilize certain Equipment for specific activities that benefit the residents of the Town; and

WHEREAS, the Town has requested permission to utilize CTDOC Equipment and CTDOC has agreed;

NOW, THEREFORE, the Parties hereto agree as follows:

I. Purpose

This Agreement is entered into for the purpose of allowing the use of the CTDOC Equipment from York Correctional Institution (hereinafter "YCI") for activities that will benefit Town residents.

II. Term of Agreement

This Agreement will begin upon full execution and will remain in effect, unless otherwise amended or terminated by either Party. This Agreement may be modified or amended at any time by mutual written authorization of both parties.

III. Amendment

This agreement may be modified or amended by mutual written agreement at any time.

IV. Termination

Either Party, through written notice, may cancel this Agreement. Such notice must be received no later than thirty (30) days prior to the anticipated termination date.

Either Party may terminate this Agreement, without notice, if, in the opinion of its Executive Head, the health, welfare or safety of the public, staff, or inmates is in jeopardy.

V. Funding

The Town will reimburse CTDOC for any costs incurred associated with the use of the Equipment, including any staff overtime, repair, or replacement of Equipment that may be needed and as determined by CTDOC.

VI. Terms of Use

- A. Requests for use of CTDOC Equipment shall be submitted in writing by the Town to the CTDOC Director of Engineering (hereafter "Director"), or his/her designee, and shall include a

description of equipment needed and specific dates of use.

- B. The Director, or his/her designee, will have final authority of approval/denial of any Town request for utilization of Equipment.
- C. If the Town request will necessitate the incurrence of overtime by CTDOC staff for setup, breakdown or non-routine staffing during Town use, such costs will be delineated in the approved request returned to the Town. If the costs are not acceptable to the Town, the may notify the Director that they will not be using the Equipment as requested. If CTDOC is not notified of the cancellation, CTDOC will assume that the Equipment is being used, and the Town will be responsible for payment of CTDOC overtime requests as delineated in Section IV of this Agreement.
- D. The Town shall return any utilized Equipment to CTDOC in similar condition as when initially borrowed, and shall contact CTDOC within a reasonable timeframe about any issue and/or incidents involving the Equipment.
- E. The Town will assume all liabilities associated with the use of the CTDOC Equipment.

VII. Miscellaneous

- A. The Town agrees to adhere to all terms and conditions set forth in the CTDOC 'Guide for Contractors in the Correctional Environment'. A copy of this document is attached and made part of this Agreement through Attachment A.
- B. Town understands that CTDOC needs take precedence over any Town request for use of Equipment. As such, CTDOC may suspend participation in this Agreement, without notice, if it is determined that operational needs require such suspension.
- C. The Town, its staff, agents and contractors shall adhere to the federal Prison Rape Elimination Act of 2003, Public Law 108-79, as such requirements apply to the services required by this contract. A copy of the federal PREA Standards is available upon request to the CTDOC Contracts Administration Office.
- D. It is understood that CTDOC is a Connecticut state agency, and as such, is subject to all applicable state laws, rules and regulations governing this Agreement

VIII. Sovereign Immunity

- A. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by CTDOC of any powers, rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.
- B. The Town agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes, as revised, and the Town further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

IX. Indemnification

The Town shall protect, indemnify and hold harmless CTDOC, the State of Connecticut, its

officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and reasonable outside attorney's fees and costs, sustained by the Town, their officers, agents and employees, sustained by the public, or by any other person or property, real or personal, due to or arising out of Town's activities conducted pursuant herein. The provisions of this Section shall survive in perpetuity, and shall not be limited by reason of any insurance coverage.

dX. Insurance

The Town shall provide and maintain Commercial General Liability insurance, with CTDOC and the State of Connecticut named as an additional insured in a combined single minimum amount of \$1,000,000 including bodily injury, personal injury and property damage coverage. Subject to that limit per accident, the total (or aggregate) limit in all accidents during the lease term shall be a minimum of \$2,000,000.00. Coverage shall include independent contractors, products and completed operations, contractual liability and fire legal liability.

The Town shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$300,000 Disease – Policy Limit, \$100,000 each employee.

Prior to performing any activities associated with this agreement, the Town shall provide CTDOC with a certificate of insurance evidencing such coverage, and naming the State of Connecticut as an additional insured. The insurer shall be licensed by the State of Connecticut and be rated A- or better by A.M. Best Company. Vera's insurer shall have no right of recovery or subrogation against CTDOC or the State of Connecticut and the described insurance shall be primary coverage.

XI. Points of Contact

CTDOC:

Steve Link, Director of Engineering
P: (860)692-7554
E: Steve.Link@ct.gov

Town:

Mark C. Nickerson, First Selectman
Town of East Lyme
P: (860)739-6931
E: mnickerson@eltownhall.com

XII. Entire Agreement

This document contains the entire agreement between the parties concerning the subject hereof and supersedes any previous understanding, presentations, commitments or agreements, oral or written.

XIII. Statutory Authority

For the Connecticut Department of Correction: §4-8 and §18-81 of the Connecticut General Statutes.

For the Connecticut Department of Correction:

Carol Z Lapelak

7/14/17

Cheryl L. Cepelak
Deputy Commissioner Administration

Date _____

For the Town of East Lyme

Mark C. Nickerson
First Selectman

Date _____

ATTACHMENT A

SUPPORT DOCUMENTATION

The documents listed below are attached and made part of this agreement:

- Guide for Contractors in the Correctional Environment

CONNECTICUT DEPARTMENT OF CORRECTION
Guide for Contractors
in the
Correctional Environment

Correctional contractors, due to the nature of the correctional environment, are expected to adhere to very specific standards of behavior. The work rules listed below are of a most basic nature and it is the Contractor's responsibility to become familiar with them. Violations of any of these rules may subject the Contractor to payment reduction, contract termination and/or criminal charges.

I. Entrance In/Out of a Facility

Contractors should always contact the facility prior to arriving in order to ensure that Operational needs will allow for entrance. Contractors should allow 20-30 minutes for entrance into the facility. All contractors and contractor employees shall be made to pass through a metal detector prior to entrance into a facility. Failure to clear the metal detector may require a physical search. To this end, items conveyed into the facility should be limited. Cell phones, video/audio recording devices, firearms, and tobacco products are strictly forbidden. Additionally, the following rules shall apply:

- A. Contractors shall not convey any item onto facility premises with the intent of conveyance to an inmate without prior written approval of the Warden or his/her designee.
- B. Contractors shall not convey any item received from or by an inmate off of facility premises without prior written approval of the Warden or his/her designee.
- C. Contractors shall not convey mail or correspondence to or from an inmate without prior written approval of the Warden or his/her designee.
- D. Contractors shall not, at any time, possess a firearm on facility property.
- E. Contractors shall not possess any item that may be utilized as a weapon or contraband, such as: knives, files, hacksaw blades, metal cutting tools, cutting torches, drugs, narcotics, poisons, hair tonic, acids, shellac, and any liquids with alcoholic content.

If such items are needed to render the services provided under the contract, they shall be authorized by the Warden or his/her designee and stored in places secured against unauthorized access. Only the proper staff shall distribute such materials; quantities entrusted to inmates shall only be sufficient for the immediate purpose to be served and shall be used under careful supervision.

II. Conduct Within a Facility

It is important for contractors to understand that a correctional facility can be a dangerous environment. To that end, contractors should be cognizant of their surroundings at all times and adhere to the following rules:

- A. Dress appropriately. Pocket books and knotted ties are discouraged, and may be disallowed. Clothing should not be provocative or revealing in any way. Excessive jewelry is discouraged. Shoes should be low heeled with closed toes.
- B. Refrain from using signs of affection as they may be misinterpreted.
- C. Contractors shall not leave their work area, for any reason, without a CTDOC escort.
- D. Contractors shall conduct themselves professionally at all times. Profane, indecent or humiliating language will not be tolerated.
- E. Contractors shall not affix any signs or posters to facility property without prior written approval of the Warden or his/her designee.
- F. Contractors shall not take photographs while on facility premises without prior written approval of the Warden or his/her designee.
- G. Contractors shall not report to the facility while under the influence of drugs or alcohol. Medication

containing any narcotic or controlled substance shall not be allowed on facility premises without prior written approval of the Warden or his/her designee.

- H. Contractors shall remain fully attentive to their surroundings while on facility premises.
- I. Contractors shall report sickness, accidents or unusual behavior of inmates to a CTDOC staff member immediately.
- J. Contractors shall report sickness or accident of/by themselves to a CTDOC staff member immediately.
- K. Contractors shall report loss of keys or personal items to a CTDOC staff member immediately.

III. Inmate Contact

Any individual entering a facility will have contact with inmates. Regardless of how limited the interaction, it is imperative for contractors entering the facility to understand certain rules for interaction with inmates.

- A. Do not give or receive any item, gift or loan from an inmate without prior written authorization from the Warden or his/her designee.
- B. Do not engage in any form of business venture with an inmate.
- C. Do not discuss other contractors, inmates or CTDOC staff with any inmate.
- D. Treat inmates in a civil and professional manner at all times. Never show preferential treatment, and remain objective.
- E. Keep your word! Do not make promises you are unable to keep.
- F. Avoid undue familiarity with inmates.

Do not divulge any personal information about yourself, another inmate, or CTDOC staff. While not all inmates are manipulative, possession of such information will make the contractor vulnerable.

Do not become personally involved with any inmates' private or family matters (except for specific professional reasons). Do not accommodate any requests for favors.

Whenever possible, use formal titles such as, Mr., Ms, Sir, Captain, etc. Do not accept excessive compliments from inmates.

- G. Show discernment, some inmates survive on manipulation. Always check the facts.
- H. If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you.

IV. Miscellaneous Rules

- A. Contractors shall not release information relative to services provided to CTDOC without prior written approval of CTDOC.
- B. Contractors shall notify the Warden or his/her designee immediately, in writing, if next of kin, known relative or personal friend of the Contractor or employee of the Contractor becomes incarcerated at the facility the Contractor is providing services to. Such notification shall be held confidential by CTDOC.
- C. Contractors shall notify the Warden or his/her designee immediately, in writing, if Contractor or employee of the Contractor is arrested. Such notification shall be held confidential by CTDOC. At the discretion of CTDOC, the arrested individual may be barred from entering the facility.
- D. Confidentiality of CTDOC and inmates shall be adhered to at all times.

V. Safety and Security

In the event of an emergency situation, it is important for Contractors to adhere to the following guidelines.

- A. If there is doubt as to a course of action, consult CTDOC staff.

- B. Adhere to the directions of CTDOC staff at all times. In the event of an emergency, the Contractor may be directed to leave the area they are working in. Do so in an orderly and timely fashion.
- C. If there is an incident in the Contractor's immediate area, allow CTDOC staff to follow procedures for reporting such. If CTDOC staff is unable to report the problem, utilize the nearest phone to call the facility control center to report the issue. The facility will notify you of the appropriate number prior to entrance. If it is impractical to utilize the phone, simply knock the receiver off the hook. This will notify the facility control center that there is a problem in your area, and staff will be dispatched appropriately.
- D. If an inmate becomes hostile, back off and remain calm. If alone, slowly move to where CTDOC staff can see you. Do not attempt to be a hero, and do not confront the inmate directly. Doing so may compromise your safety.

It is important to realize that this guide does not address every situation and is not all encompassing. It does represent basic requirements necessary to perform the duties effectively and safely within the correctional setting. Failure to adhere to these standards of performance and personal conduct is unacceptable and will be handled accordingly.

Where conflict between this document and language contained in the body of the contract, the contract language shall apply.

Request for Board of Selectmen Action

TO: Board of Selectmen
FROM: Joe Bragaw – Director of Public Works
CC: Mark Nickerson – First Selectman
Anna Johnson – Director of Finance
Ron Bence – Building Maintenance Supervisor
DATE: July 25, 2017
SUBJECT: Repair of Boilers at the ELCC

BOS
Agenda Item
3C
August 2, 2017

Summary of Agenda Item:

In April of this year, as the budget process was winding down, I got word from our preventive maintenance contractor NE Mechanical that the boilers that are used to heat the EL Community Center were failing and needed to be replaced. NE Mechanical gave us a replacement price in May of almost \$100k. We proceeded forward with talking with two other HVAC contractors to get three bids for the replacement/repair work. The prices were as follows;

- | | | |
|----|-----------------------------|-----------|
| 1. | Dunklee (out of Stonington) | \$76,854 |
| 2. | NE Mechanical (out of NL) | \$98,771 |
| 3. | Bartol (out of NL) | \$115,010 |

We would like to go forward with Dunklee to perform the work as the ELCC does not have heat right now and the fall is coming up fast. In order to fund this expense, we tried saving as much money from the FY 16-17 building maintenance account. We ended up having \$37,042 in available funds in that account at the end of the fiscal year. The Town has also been setting aside money in a CNRE for HVAC pump replacement town wide. There is currently \$17,974 in this CNRE as of the end of the fiscal year with another \$10k funded in the FY 17-18 budget for a total of \$27,974. The balance of the funds that I am proposing that we pay for this is with incentives provided to us from Eversource. We are in the process of finalizing with Eversource the amount of the proposed incentive but they have told us it should be a minimum of \$13,800. The total of these three funding sources should pay for the new installation without having to dip into other Town funds.

Action Needed:

1. Move to approve a carry-over in the amount of \$37,042 in account 01-01-113-400-213 (Heating Oil/Propane) from fiscal year 2016/17 to fiscal year 2017/18 in order to purchase replacement heating equipment in the ELCC which is in the best interest of the Town of East Lyme and forward to the Board of Finance for approval.
2. Move to approve a special appropriation in the amount of \$76,854 for the purchase and installation of a boiler replacement at East Lyme Community Center being in the best interest of the Town of East Lyme. Sources of funding will be as follows:
 - \$37,042 in account 01-01-113-400-213 (Heating Oil/Propane)
 - \$27,974 in account 32-70-300-500-005 (HVAC Pump Replacement – Town-wide)
 - \$13,800 Eversource Incentive to Replace Heating Equipment

And forward to the Board of Finance for approval.

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Note: this will require a Town Meeting

Attachments:

- Eversource Incentive Program
- 3 Estimates from HVAC Contractors

<p>Selectmen's Agenda Item No. _____ Date: _____</p>

2017 Government Sector Heating Equipment Initiative

In 2017, Eversource will provide additional financial incentives for government customers to accelerate the replacement of functional but aging and inefficient heating equipment. This initiative has a limited pool of funding which will be awarded on a first-come, first-served basis to municipal customers.

Aging equipment requirements

- Functional and actively used natural gas, oil, or propane boilers or furnaces that will be replaced with high efficiency natural gas equipment
- Minimum 20 years old AND a current combustion efficiency at least 15% less than the replacement equipment

Eligible new equipment requirements

Equipment Type	Minimum Efficiency
Condensing Gas Boilers (Outdoor temperature reset required) (Hydronic boilers ONLY)	Less than 300 input MBH, AFUE must be 92% or greater
	300 -2,500 input MBH, thermal efficiency must be 92% or greater
Non-Condensing Gas Boilers (Hydronic Boilers ONLY)	Less than 300 input MBH, AFUE must be 85% or greater
	300 -2,500 input MBH, thermal efficiency must be 82% or greater
Condensing Gas Furnaces	AFUE/combustion efficiency must be 92% or greater
Steam Boilers	Contact Eversource for information

Equipment Replacement Incentives

- 50% of the cost of the replacement, up to \$100,000 per boiler or furnace

Other requirements

- All equipment must be installed in 2017
- Comprehensive – all eligible projects must include other energy efficiency measures with no one measure accounting for >85% of the total projected energy savings

- Eversource's existing program incentives will be applied to the additional (non boiler or furnace) measures
- Existing equipment efficiency will be determined by an Eversource-provided contractor. During the efficiency test, the entire heating system will be assessed and additional efficiency measures may be identified that will be required to be completed as part of the project. Those measures could include insulation, VFDs, pumps, controls, etc.

For more information, contact Steve Gibson at Eversource stephen.gibson@eversource.com



June 30, 2017

Ron Bence
Town of East Lyme CT
108 Pennsylvania Ave
Niantic CT 06357

RE: Boiler replacement EL community center

Dear Ron:

We will furnish and install four boilers as specified by Ron Bence. Three Lochinvar KBN501 super-efficient boilers to replace the existing five boilers and one Lochinvar KHN285 super-efficient boiler to replace the single model.

Price includes removal of old boilers

Total investment \$76,854

Not included:

Line voltage wiring, permit fees, sales tax

Sincerely,

Jonathan Duncklee
President

"Your Climate Control Experts Since 1973"



New England Mechanical Services, Inc.
3 Shaw's Cove
New London, CT 06320-4952
Phone: 860.442.1855
Fax: 860.442.2139
www.nemsi.com

May 10, 2017

Mr. Ron Bence
Town of East Lyme
P.O. Box 519
Niantic, CT 06357

BOILERS

Reference: East Lyme Community Center - Install (3) high-efficiency boilers

Dear Ron:

EMCOR Services New England Mechanical is pleased to present a proposal to replace the boilers at the East Lyme Community Center in East Lyme, Connecticut.

The scope of work is as follows:

- Obtain all permits (Town to waive all fees)
- Remove and properly dispose of the existing boilers
- Supply and install three (3) new Lochinvar 2 KBN and one (1) new KHN high-efficiency condensing boilers
 - Up to 94.6 thermal efficiency
 - Primary secondary piping
 - Smart onboard systems control
 - Fully modulating burner with a 5:1 turn down
 - Variable speed boiler pumps
 - Condensing stainless steel heat exchangers
- All piping, mechanical, and electrical is included
- All manufacturers warranties are included
- NEMSI one year warranty on parts and labor is included

This work can be completed for the cost of \$98,771.00, with a possible rebate of \$14,400.00, the final cost will be \$84,371.00.

Clarification:

- A rebate of \$14,400.00 is possible from the commercial and industrial gas rebate program for this work. Condensing gas boilers qualify for \$8/ per 1000 BTU input of the new boilers. Your input would be $1,885 = 1800 \times 8 = \$14,400.00$.

Exclusions:

- All hazardous work and material (asbestos)
- Existing chimney leaks and/or removal of chimney
- System piping
- System circulators and valves



BARTOL

HEATING AND COOLING, INC.

1 BAILEY CIRCLE #201 NEW LONDON, CT. 06320
TEL (860) 442-4327 Ct. LIC. #HTG.0307972-D1 FAX (860) 443-1974

14 June 2017
Ronald Bence
East Lyme Community Center
41 Society Road
East Lyme, CT 06357

Job/Delivery Address:

SAME

Bartol Heating and Cooling is pleased to provide you with the following quotation.

Our Scope of work is as follows:

- Permits (town fees to be waived)
- Disconnect, removal and disposal of existing boilers
- Furnish and install (2) Lochinvar FTXL 725 MBH boilers (heat pump loop) with 7/1 turn down, 97.2% efficiency, boiler sizing matches original installed capacity
- Furnish and install (1) Lochinvar FTXL 400 MBH boiler (radiant loop) with 10/1 turn down, 98% efficiency, boiler sizing matches original installed capacity
- Variable speed boiler pumps
- Boiler flue and combustion air
- Boiler reset temperature controls and reconnection of existing controls
- Piping connections to heat pump loop and radiant heat loop
- Condensate neutralizer with condensate drains
- Power wiring
- Start & test
- 1-year warranty
- 24-hour service

Cost for this work...\$115,010.00. Payable as follows: 1/3 upon signing contract, 1/3 upon delivery of boilers, 1/3 at completion

Thank you for the opportunity to submit this quotation. If you should have any questions or comments please do not hesitate to call me.

Respectfully submitted by:
Frank Bartol

Accepted By: _____ Date: _____ P.O. # : _____