

**TOWN OF SOMERS
BOARD OF SELECTMEN
REGULAR MEETING MINUTES
Tuesday, January 3, 2017
1:00pm
Selectmen's Conference Room**

Call to Order: First Selectman Lisa Pellegrini called the meeting to order at 1:00pm.

Members Present: First Selectman Lisa Pellegrini and Selectmen Kathy Devlin and Bud Knorr. Also present were CFO Mike Marinaccio and Senior Accountant Brian Wissinger.

Pledge of Allegiance: All members participated in the Pledge of Allegiance.

Discuss and Consider a Policy Authorizing the Building Official to Waive Building Permit Fees for Crumbling Foundations:

Mrs. Devlin made a motion to approve the attached Building Permit Fee Waiver Policy effective February 3, 2017, authorizing the Building Official to waive building permit fees for work on crumbling foundations, seconded by Mr. Knorr. A unanimous vote followed.

Ms. Pellegrini made a motion to add the following items to the agenda: "East River Energy Contract" and "Update on Municipal State Aid Mid- Year Cuts", seconded by Mr. Knorr. A unanimous vote followed.

East River Energy Contract:

Ms. Pellegrini received the attached renewal contract from East River Energy for the heating oil and diesel fuel for FY-17/18 from DPW Director Todd Rolland and the Finance Department with a request for the Selectmen to approve the contract. There is a desire to lock in rates before the prices go up.

Mrs. Devlin made a motion to approve the attached East River Energy Renewal Contract and moved to also authorize First Selectman Lisa Pellegrini to sign the Contract, seconded by Mr. Knorr. A unanimous vote followed.

Update on Municipal State Aid Mid-Year Cuts:

Ms. Pellegrini shared with the Selectmen a letter she received from OPM Secretary Benjamin Barnes on December 29, 2016 notifying the Town that Towns will not be receiving their LoCIP payments expected on March 1, 2017. The amount for the Town of Somers is \$88,675. In addition, OPM will not be accepting or approving any new project authorization requests beyond those that were previously approved on December 22, 2016. The Town's current LoCIP balance is \$266,759. It is unknown if the Town will be able to obtain future approval to spend the \$266,759. The total represents \$355,434 in unavailable LoCIP funding.

Ms. Pellegrini also shared with the Selectmen a second letter she received from OPM Secretary Benjamin Barnes on December 29, 2016 regarding a 1.0% current mid-year cut to Education Cost Sharing in the amount of \$59,130.

Both cuts were part of a \$50 million cut to Municipal Aid by OPM and announced by Governor Malloy. The cuts represent a \$20 million reduction in education funding and a \$30 million cut in LoCIP funding.

2017 Strategic Planning Initiative:

Ms. Pellegrini shared with the Selectmen her thoughts regarding Strategic Planning Initiatives that she would like the Board to consider in going forward with in the future and asked for

their thoughts and comments. The initiatives would include but not be limited to the start of discussions regarding plans to address the following:

- Routes 190 & 83 Intersection
- Public Safety and DPW Fleet
- Building Assessment Discussion
- Senior Center/Community Center
- Opioid Epidemic
- Youth Services
- Economic Development
- Zoning Regulation Review and Update
- Future Bonding Initiatives

Lengthy discussion followed.

Ms. Pellegrini informed the Selectmen of her desire to invite Ms. Courtney Hendrickson of the Connecticut Economic Resource Center (CERC) to the January 19th 1:00pm regular meeting to meet the Board of Selectmen and consider CERC's proposal for Project Management and Grant Management for the Somersville Mill Redevelopment. The Selectmen look forward to reviewing the proposal with CERC representatives.

Ms. Pellegrini also asked the Selectmen for their thoughts in hiring Planimetrics as a consultant to assist with informational meetings for residents regarding the intersection at Rt. 83 and Rt. 190 and as well as possible Planning and Zoning Regulation reviews and updates. The Selectmen told Ms. Pellegrini to proceed with contacting Planimetrics.

Boards and Commissions – Resignations and Appointments:

Strategic Planning Bonding Initiative Committee:

Ms. Pellegrini shared with the Selectmen a conversation she had with Finance Board Member Michael Parker regarding the desire to look at projects for possible future bonding initiatives. She recommends the Selectmen create a new committee to review projects (buildings, roads and ancillary projects) for future bonding initiatives. Lengthy discussion followed.

Mr. Knorr made a motion to accept the recommendation and moved to create a Strategic Planning Bonding Initiative Committee and appoint the following individuals to serve on the Committee with the charge to investigate and determine projects including buildings, roads and ancillary projects, which may be viable for future bonding, seconded by Mrs.

Devlin:

Board of Finance Member Michael Parker

Board of Selectman Member Kathy Devlin

Town Engineer Jeff Bord

Director of Public Works Todd Rolland

Board of Education Business Manager Bill Boutwell

A unanimous vote followed.

Minutes:

Regular Board of Selectman December 15, 2016 Meeting Minutes:

Mrs. Devlin made a motion to approve the Regular Board of Selectman Meeting Minutes from December 15, 2016, seconded by Mr. Knorr. A unanimous vote followed.

Authorization of Scheduled Payments: None

Transfers/Appropriations: None

Adjournment:

Ms. Devlin made a motion to adjourn the meeting at 2:00pm, seconded by Mr. Knorr. A unanimous vote followed.

Respectfully Submitted,

Kim LaFleur-Recording

Minutes are not official until accepted at a subsequent meeting.

TOWN OF SOMERS
Building Permit Fee Waiver Policy

The Building Official is authorized to waive all Town fees related to building permits for work on crumbling foundations. The waiver shall not apply to any fee required to be charged by the State of Connecticut. At the discretion of the Building Official the waiver may include fees for electrical, plumbing or other building fees.

The waiver only applies to work for the direct replacement for the existing foundation. At the discretion of the Building Official, the fees may be waived for permits for other related work required to restore the structure to its previously permitted condition.

Upon waiver of the fee, the Building Official shall notify the homeowner in writing that the fee has been waived including the amount of all fees waived.

This waiver provision shall be effective February 3, 2017. Work that has commenced but not been completed prior to this effective date may be eligible for a refund of said fees.

This policy is adopted pursuant to Somers Town Code Section 114-6 (E).



Lisa Pellegrini, First Selectman



Kathleen Devlin, Selectman



Bud Knorr, Selectman



East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

December 27, 2016

Ms. Lisa Pellegrini
First Selectwoman
Town of Somers
600 Main Street
Somers, CT 06071

Submitted via Electronic Mail

Dear Ms. Pellegrini,

East River Energy is pleased to propose the following as per the electronic mail exchanged between Todd Rolland of the Town of Somers and Colleen Canestrari of East River Energy.

East River Energy shall supply and the Town of Somers and the Somers Board of Education shall purchase the following as listed below.

Product	Contract Gallons	Contract Period	*Fixed Price Per Gallon Excluding Taxes
#2 Heating Oil (Town)	28,000	7/1/2017-6/30/2018	\$2.2289
#2 Heating Oil (BOE)	72,000	7/1/2017-6/30/2018	\$2.2289
Ultra Low Sulfur Dyed Diesel Fuel (Town)	14,000	7/1/2017-6/30/2018	\$2.3059
Ultra Low Sulfur Dyed Diesel Fuel (BOE)	34,000	7/1/2017-6/30/2018	\$2.3059

Please note that #2 heating oil is subject to NORA of \$0.0020 per gallon, L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Tax of \$0.0019 per gallon. Diesel fuel is subject to L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Tax of \$0.0019 per gallon.

East River Energy's payment terms are net 25 days.

***Firm and fixed prices are subject to change, if not awarded promptly, due to the volatile energy market.**

Please sign below where indicated along with Attachment A, and return to my attention via email or facsimile immediately.

Thank you for your valued business. I look forward to continuing a mutually rewarding relationship.

Sincerely,

Electronically Signed By
Maryanne E. Little
Bid & Proposal Manager
MEL:cmc

Accepted by:


Ms. Lisa Pellegrini
First Selectman

Dated: 1/3/16

Your Energy Partner
401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388
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www.eastriverenergy.com
Est. 1984



East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

Attachment A

The price contained and offered in this contract is based upon the sale of the quantity of contract gallons as stated in the specifications. In the event that the customer exceeds 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, or (2) change the contract price to the Oil Price Daily New Haven Harbor Average plus \$0.15 per gallon. In the event that the customer purchases less than 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, (2) have the customer purchase at the contract price the difference between the contract gallons and the actual delivered gallons; East River Energy shall have no obligation to deliver remaining gallons, or (3) terminate the contract. Storage fees or liquidation charges may apply and customer will be responsible for payment of any storage fees or liquidation charges. East River Energy will monitor consumption on a monthly basis. East River Energy reserves the right to allocate committed gallons on a pro-rata basis over the term of this contract. Should customer request a #1 Diesel (Kerosene) blend, the #1 Diesel Fuel gallons delivered will be invoiced based on the Oil Price Daily New Haven Harbor Kerosene Average, plus \$0.20 per gallon. East River Energy reserves the right to utilize OPIS postings at its discretion. Should customer request a Performance Bond, cost is \$15.00 per thousand with a minimum charge of \$100.00.

Customer agrees to the terms of sale as set forth in this contract. If customer fails to pay within the terms of contract, customer agrees that East River Energy has the right to charge, and customer agrees to pay, a finance charge of 1.5% per month on any unpaid balance. If East River Energy hires an attorney or collection agency to collect the amounts the customer owes, customer agrees to pay any costs and expenses, including reasonable attorneys' fees and/or collection agency fees, incurred in the collection of the account or in enforcing the contract. In addition, any credit balance remaining on an account will be applied to the following year's purchases. Please note that any change in State or Federal taxes/fees over the course of the contract period will be passed down to the customer and customer will be responsible for payment on such new tax/fee rate.

East River Energy reserves the right to refuse to deliver to any tank, which, in its sole discretion, is deemed unsafe. Deliveries will resume once the problem is corrected. In the event a "run-out" occurs at a "will-call" tank, East River Energy reserves the right to levy a surcharge commensurate to the cost of providing immediate delivery, if one is requested. In the event a driver is re-routed due to a will call customer not taking the full load as ordered, East River Energy reserves the right to levy a delivery charge. Customer acknowledges that all tanks and piping are in good condition and meet all State and Federal regulations and specifications. Product samples, when requested, must come directly off of the truck before delivery is made. East River Energy is not obligated to deliver to any tanks or locations other than what is stated in the contract and/or bid specifications. In addition, East River Energy reserves the right to levy a fuel surcharge. East River Energy does not provide assurances for fuel which the customer stores in their tanks, or the condition of their tank, leakage or environmental contamination. This is including but not limited to spillage and inaccuracy of fuel ordering. Customer is responsible to notify East River Energy if any tank is replaced, eliminated, or if there is construction work around a tank location. These changes could affect scheduled delivery times, hose lengths, and fittings required to make the delivery. Please have your maintenance personnel keep driveways, pathways and fills clear of ice and snow. This ensures ability of timely delivery and personal safety of our drivers. Demurrage will be assessed if a delivery is delayed at your location by circumstances beyond our control, and/or if our driver finds it necessary to clear ice or snow in order to deliver fuel to your tank(s). Customer is responsible to pay any demurrage, delivery or fuel surcharges assessed during the contract period.

Publication: OPIS publications including the Oil Price Daily are copyrighted documents and therefore are not to be transmitted by East River Energy to the Customer by law. These publications change daily and it is the customer's responsibility to validate posted prices. The posting utilized will be most closely reflective of the product actually being delivered.

Force Majeure: East River Energy shall not be liable to the customer for any losses or damages to that customer in the event East River Energy is unable to fulfill its obligations under this agreement due to acts of God, fire, flood, war or any other causes beyond its control.

Received by:

Dated:

1/3/17

Your Energy Partner

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