

TOWN OF THOMPSON
SPECIAL SELECTMEN'S MEETING
Tuesday, September 22, 2015
THOMPSON TOWN HALL – MERRILL SENEY COMMUNITY ROOM

PRESENT: Paul Lenky, First Selectman, Kerstin Forrester, Selectman

ABSENT: Shaina Smith, Selectman

Meeting called to order by Paul Lenky at 1 p.m.

- **Opening Bids for the Thompson Public Library/Community Center HVAC:**

- Loureiro Engineering Associates, Plainville, CT
 - \$ 8,750 proposed design
 - \$19,500 provide design
- Silver/Petrucelli & Associates, Hamden, CT
 - \$8,800
- CES, Middletown, CT
 - \$2,000 study
 - \$3,500 replace cooling tower
- Salamone & Assoc., Wallingford, CT
 - \$ 3,700 HVAC Engineering
 - \$23,700 Construction documents
- Frank Zaino & Assoc., North Stonington, CT
 - \$ 7,626 Engineering Assessment
 - \$ 2,500 - \$5,000 Cooling Tower only
 - \$ 10,000 - \$20,000 complete overhaul
- Tighe & Bond Inc., Westfield, MA
 - \$ 6,600
 - \$ 5,700 energy modeling
- ICDS, Guilford, CT
 - \$ 4,950 report of findings
 - T.B.D. Design Services (with list of current rates)

- **Review Solar PPA for SHR Energy**

- We went through the contract page by page. Kerstin brought up the following concerns/questions:
 - Missing Town Hall as "delivery point" on Exhibit 3
 - Would like to see agreement with land-owner
 - Page 1 – Recitals: Facility seems to be in reference to the land which is owned by a third party
 - Page 3 – What sales taxes would Purchases be liable for; would like to list example
 - Page 4 – d. Payment terms appear to be contradictory: "payable net 30 days" but if "not paid within twenty day period.."
 - Page 8 - f. Liens and Payment of Contractors and Suppliers: Not clear how this affects the Town since the system is not on Town property
 - Page 8 – g (ii) Need clarification on this; suggest asking Atty. St. Onge
 - Page 9 – 8 a. Facility Access Rights: is this referring to gravel path?

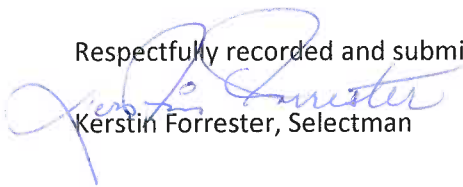
- 8 c. Maintenance of Facility: the Town's facility would be Town Hall and School?
- Page 10 – e. Outages: is 2 days allowance the industry norm?
- g. Security: Not the Town's land so how can the Purchases (Town) be responsible for maintaining the physical security?
- h. Insolation: What is agreement with land-owner? Would seem that would be more relevant.
- Page 11 – i. Data Line – this is the first this has been mentioned; we need to understand the cost associated with this
- Page 12 – 11. Removal of System at Expiration: what part will affect the roof??
- Page 13 - a. (1) another contradictory payment day Of (10)
- Page 15 – C. Obligations Following Termination: shouldn't this be with land-owner?
- Page 17 – b. (ii) Purchaser's Insurance: Town can only insure what it owns. The Town does carry insurance at these limits but won't add anything for System specifically.
- Page 21 – d. (ii) Actual Damages: need it to be a little clearer. (I assume that it means that the Provider won't be liable for more than the Town has already paid to date or in a 12-month period.)
- Page 23 – Confidentiality: because the Town is a public entity, all contracts are public information.
- ATTACHED email from Shaina Smith regarding her comments on Solar PPA

- **Resolution for 2007 General Obligation Bond**


- Orla McKiernan-Raftery joined the meeting at 1:45 p.m.
- Paul Lenky read the Resolution
 - Kerstin made a motion to adopt the resolution as read; Paul seconded; passed
 - Note that this goes along with the Refinance of 2007 General Obligation Bond for School Renovations that was approved at the September 15, 2015, BOS regular meeting.

Motion to adjourn: Paul Lenky; second Kerstin Forrester
Adjourned at 1:55 p.m.

Respectfully recorded and submitted,



Kerstin Forrester, Selectman

[Reply](#)[Forward](#)[Delete](#)**Special Selectman's Meeting 9/22/15 Please include with discussion of Solar Panel****Date:** Today, 01:05:55 PM EDT**From:** ssmith@thompsonct.org**To:** 'Paul Lenky' Kforrester Drebello Text (2 KB)

Good afternoon,

I will not be able to attend today's special meeting due to a time-sensitive manner. I was notified via text of the time this meeting would take place, but did not receive the message as I was on a plane and there was an error in the sending of the text from the office to my cell phone.

In the future it was agreed upon that a phone call to my cell would best eliminate communication error; I had, however, requested that times be provided so that all BoS members could select which time would be most convenient. I was not given a time option but told that the meeting was at 1PM verbally today (again my phone must have hiccuped while on the plane) and it was too late for me to adjust my schedule.

I stress the importance of seeing when ALL Board members are available and would like to look at holding special meetings in the evening so daytime work commitments and office hours are not disrupted, whenever possible.

With regards to this meeting, PLEASE INCLUDE MY COMMENTS under the Review Solar PPA for SHR Energy agenda item and include within the minutes:

1. The Solar Power Purchase Agreement seems to fall in line with previous discussions held at Board of Selectmen's meeting between Mr. LaFayette and board members. If the town attorney has had the opportunity to view the contract and feels there are no concerns within the contract, I am in favor of the presented PPA as written. This is a great opportunity for the town to incur savings as I know the Solar Energy Committee members had been working towards a similar goal for Thompson for the past few years.

Best,

Shaina Smith

