

OFFICE OF THE  
FIRST SELECTMAN

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William F. Brennan  
*First Selectman*

Harold E. Clark  
*Second Selectman*

Ted W. Hoffstatter

Richard J. Dubow

James A. Saxe

TOWN HALL  
238 Danbury Road  
Wilton, CT 06897

**BOARD OF SELECTMEN REGULAR MEETING  
MONDAY, APRIL 7, 2014  
MEETING ROOM B, WILTON TOWN HALL**

**PRESENT:** First Selectman Bill Brennan, Hal Clark, Richard Dubow, Ted Hoffstatter, James Saxe

**GUESTS:** Sandy Dennies, Bruce Hampson, Richard Creeth, Pat Sesto, Judy Zucker, Lt. Tom Conlan, Jacqueline Rochester

**OTHERS:** Chris Burns of the Wilton Bulletin and Justin McCabe of the Wilton Villager

Mr. Brennan called the meeting to order at 7:30 p.m.

**A. Consent Agenda**

Upon motion by Mr. Clark, seconded by Mr. Dubow, the consent agenda was approved as follows:

Minutes

- Board of Selectmen Meeting – March 17, 2014

Gifts

- Gregory J. Pinchbeck for K9 Unit - \$1,000.00
- Blue Buffalo Company, LTD for K9 Unit - \$10,000.00
- Danielle V. & Daniel J. Dispenza for Fire Department Gift Fund - \$10.00
- Richard & Kara Williams for Horseshoe Pond - \$25.00
- Martin & Mary Wagner for Horseshoe Pond - \$100.00
- Gary L. & Stephanie H. Moore for Horseshoe Pond - \$100.00
- Katherine Jane Secskas for Horseshoe Pond - \$15.00
- Linda Florio Fein for Horseshoe Pond - \$30.00
- Barbara & Gerald Holdridge for Horseshoe Pond - \$50.00
- Niraj & Shefali Patel for Horseshoe Pond - \$25.00
- John & Marie Dotson for Horseshoe Pond - \$25.00
- William & Sharon Gallagher for Horseshoe Pond - \$100.00
- Helen M. Stauderman for Horseshoe Pond - \$25.00

Mr. Brennan thanked the above citizens for their generous contributions.

B. Discussion and/or Action

1. FY15 BOS Budget Review/Adjustments

Mr. Brennan mentioned that the Board of Finance at its meeting on April 1, 2014 asked the BOS to decrease the budget \$348,500. Following that meeting Mr. Brennan and Sandy Dennies of the Finance Department met with department heads to trim the Fiscal year 2015 budget. The majority of the cuts, \$251,000, will come from operating expenditures and the rest from capital expenditures. Mr. Brennan stated that fortunately benefit reductions this year helped and enabled us to make additional operating expenditure cuts. Mr. Brennan emphasized that the operating budget this year is on the edge and there is a realistic chance some areas may be exceeded. If this happens, assistance from the charter authority would be required. Mr. Brennan then went on to review where reductions were taken and summarized the new budget. Motion made by Mr. Clark to approve the reductions made by the First Selectman and the Finance Department. Motioned seconded by Richard Dubow, unanimously passed.

2. Annual Town Meeting Review – Capital Projects Assignments

Mr. Brennan reviewed the resolutions that will be put to the citizens of Wilton the Annual Town Meeting. Presentations will be given by Mr. Dubow on the Engine replacement, by Mr. Brennan on the Road Restoration, by Mr. Saxe on Comstock renovations and by Mr. Clark on the White House renovations and school security. Motion made by Mr. Brennan to approve resolutions as amended. Motioned seconded by Hal Clark, unanimously passed.

3. Status of Capital Projects

- High School and Middlebrook School Projects – Completed.
- Miller Driscoll – Building committee working on final estimate that will be presented to the town. Plans are being made to market and promote the project.
- Yankee Gas – Meeting April 8, 2014 at 11:00 am with Yankee Gas to get project issues resolved.

4. Western Connecticut Council of Governments – Draft Resolution

- Mr. Brennan reviewed the draft resolution (attached) to amend the existing ordinance to leave SWRPA and become a member of the Regional Council of Government (WCCOG). Mr. Brennan also handed out a presentation that profiles the organization and change from RPA to a COG. Resolution has been drafted and reviewed by Town Counsel so that a public hearing can be called and then a vote taken to adopt the resolution. Motion made by Mr. Brennan to call a public hearing to approve the resolution on May 5, 2014, prior to the Board of Selectman meeting. Motion seconded by Hal Clark, unanimously passed.

5. NRVT Easement

Pat Sesto gave an overview of the need for the easement as a portion of the NRVT crosses over onto Land Trust property. The town of Wilton is named as a co-grantee with the Friends of the NRVT, Inc. The Land trust has reviewed and approved the easement. Easement has also been reviewed by Town Counsel. Hal Clark moved that the Board authorize Mr. Brennan to sign the easement as presented, seconded by Richard Dubow, unanimously passed.

6. Resolution – Historic Documents Preservation Grant

Resolved: That William F. Brennan, First Selectman, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for an Historic Documents Preservation Grant. Motion moved by Hal Clark, seconded by Jim Saxe, unanimously approved.

7. Police Regional Cooperation – Non-Emergency Interagency Agreement

Lt. Conlan of the Police Department reviewed the agreement (attached) which formalizes cooperation with 6 other municipalities, recognizing the benefits of joining together for the performance of joint police functions. Agreement has been reviewed by Town Counsel. Motion made by Richard Dubow authorizing First Selectman Bill Brennan to sign the Non-Emergency Interagency Agreement. Motion seconded by Hal Clark, unanimously approved.

8. Bright Ideas Grant Agreement

Bruce Hampson gave an overview of the \$10,000 Grant issued by Connecticut Light & Power Co, which focuses on energy consumption reduction. A copy of the grant agreement is attached. Funds to be used for insulating a Historical Building at Ambler Farm. Motion made by Hal Clark to authorize Mr. Brennan to sign the acceptance of the Bright Ideas Grant Agreement. Motion seconded by Richard Dubow, unanimously approved.

9. Dedication – May 17, 2014 “Wilton Little League Day”

Mr. Brennan read a proclamation (attached) celebrating the 60<sup>th</sup> anniversary of the Wilton Little League Day. Motion made by Mr. Brennan to accept proclamation. Seconded by Richard Dubow, unanimously passed.

10. Appointments/Reappointments

Mr. Brennan moved to set an interview of William Follett at the April 21, 2014 Board of Selectmen meeting for a position as a member of the Wilton Pollution Control Authority to replace Kristen Begor who will be stepping down.

11. Miscellaneous Other Business

- Mr. Brennan read a statement (attached) in response to an e-mail from Mrs. Marissa Lowthert.

C. Public Comment – None.

#### D. Reports

##### First Selectman's Report:

- Mr. Brennan thanked all who came out this past Saturday, April 5, 2014, to help with the cleanup of the Wilton community. Mr. Brennan urged citizens to continue the cleanup of the Wilton community where they see a need and in all neighborhoods.

##### Selectmen Reports:

Mr. Dubow – None

Mr. Saxe – Questions about the manufacturer of the Engine Tanker that is to be delivered in June. Manufacturer is Marion and they are located in Wisconsin.

Mr. Clark – None

Mr. Hoffstatter – None

E. Adjournment – Having no further business, the meeting was adjourned at 8:55 p.m.

A handwritten signature in blue ink, appearing to read 'Jacqueline Rochester', with a stylized flourish at the end.

Jacqueline Rochester, Recording Secretary



April 7, 2014

FY 2015 - 2019 CAPITAL IMPROVEMENT PROGRAM  
FY'S 2016 - 2019 ARE FOR PLANNING PURPOSES ONLY AND ARE NOT  
APPROPRIATIONS OR BOND AUTHORIZATIONS  
(Fiscal Years of Appropriations, Not Financings)  
ALL FUNDING SOURCES

Department or Board	Project	Proposed Funding Source	2015	2016	2017	2018	2019	Totals
<u>Building</u>	Staff vehicle	General		-	19,000			19,000
	Subtotal		-	-	19,000	-	-	19,000
<u>Assessor</u>	Revaluation	General		35,000	225,000	200,000		460,000
	Subtotal		-	35,000	225,000	200,000	-	460,000
<u>Tax Collector</u>	Software	General	20,848	20,848				41,696
	Subtotal		20,848	20,848	-	-	-	41,696
<u>Information Technology Information Systems</u>	Geographic Information System	General	10,000	20,000	20,000	20,000	20,000	90,000
	Computer Hardware	General	10,000	20,000	150,000	25,000	25,000	230,000
	Computer Software- New World	General	51,290	51,290	51,290			153,870
	Software - Replacement	General	45,000	15,000	15,000	15,000	15,000	105,000
	Fiber Backbone	General	120,060					120,060
	Subtotal		236,350	106,290	236,290	60,000	60,000	698,930
<u>Health</u>	Vehicle Replacement	General		35,000				35,000
	Subtotal		-	35,000	-	-	-	35,000
<u>Police</u>	Vehicles Replacement	General	112,500	167,500	145,000	150,000	150,000	725,000
	Vehicle Accessories	General	34,670	41,604				76,274
	Ballistic Vests	General		9,450	13,300	5,800	9,000	37,550
	Communication Equipment	General						-
	MDT Replacement (Computer Hardware)	General	10,000	10,000	10,000	10,000	10,000	50,000
	Space Study (Building)	General	-	10,000	10,000			20,000
	<b>Building Renovation</b>	<b>Bonds</b>				<b>250,000</b>	<b>6,330,000</b>	<b>6,580,000</b>
	Next Gen Public Safety	General	27,605	27,605				55,210
	License Plate Reader	General		18,150	18,150			36,300
	Defibrillators	General	7,500	7,500	7,500	7,500	7,500	37,500
	Radar Equipment	General	7,959	8,000	8,000	8,000	8,000	39,959
	Subtotal		200,234	299,809	211,950	431,300	6,514,500	7,657,793
	Vehicles Replacement	General			29,000			29,000

Department or Board	Project	Proposed Funding Source	2015	2016	2017	2018	2019	Totals
<u>Central Dispatch</u>	Digital Video Recorder	General	10,500					10,500
	Radio Replacement	General	19,000	19,000	20,000	20,000	20,000	98,000
	Subtotal		29,500	19,000	20,000	20,000	20,000	108,500
<u>Fire</u>	Staff/Support Vehicles	General	46,000	46,000	47,000		47,000	186,000
	Portable Radios	General		174,000				174,000
	Automatic External Defibrillators	General		28,000				28,000
	Thermal Imagers	General	19,500					19,500
	SCBA Compressor	General					69,500	69,500
	Dive Team Equipment	General		6,925	7,000			13,925
	Dive Team Trailer	General		23,000		225,000		248,000
	Resurface FD HQ Apparatus Floor	General						-
	Holmato Hydraulic Rescue Tools	General		8,800		165,000		173,800
	Rescue Equipment (RIT- Paks)	General	7,300					7,300
	Mobile Data Terminlas	General			24,800			24,800
	FIT Testing Equioment	General		12,400				12,400
	Fire HQ Training Room	General	1,500	2,500	4,000			8,000
	Resurface HQ Apparatus Floor	General					96,250	96,250
	Fire Station 2 Facilities Study	General	10,000					10,000
	FS 2 Replacement/Remodel	Bonds		600,000	400,000			1,000,000
	Engine 3 Replacement	Bonds	595,000					595,000
	Subtotal		679,300	901,625	482,800	390,000	212,750	2,666,475
<u>Public Works</u>	Large Dump Trucks	General	150,000	155,000	155,000	160,000	160,000	780,000
	Plows	General	22,000	23,000	23,000	24,000		92,000
	Small Dump Trucks	General				75,000	75,000	150,000
	Pickup truck	General		35,000	50,000			85,000
	Large Sanders	General		26,000	26,000	27,000		79,000
	Bushwhacker	General				125,000		125,000
	Loader	General	185,270					185,270
	Sweeper	General			190,000		190,000	380,000
	DPW Car	General		35,000				35,000
	Tri-axle Truck	General		180,000				180,000
	Road Restoration	Bonds	1,708,500	1,755,500	1,805,400	1,303,302	956,991	7,529,693
	Subtotal		2,065,770	2,209,500	2,249,400	1,714,302	1,381,991	9,620,963
<u>Town Hall and Annex</u>	Town Hall Parking Lot Lights/Paving	General	81,500	100,000	100,000			281,500

Department or Board	Project	Proposed Funding Source	2015	2016	2017	2018	2019	Totals
<u>Parks &amp; Recreation/Grounds/Dial A Ride</u>								
	<b>Comstock Renovations</b>	<b>Bonds</b>	<b>3,915,000</b>	<b>5,985,000</b>				<b>9,900,000</b>
	15' Mower	General	99,000			110,000		209,000
	Guardrail Replacement	General	17,000	20,000				37,000
	Pick Up Truck/Liftgate	General			60,000	35,000		95,000
	Dump Truck	General		60,000				60,000
	Dial-a-Ride Van	General		60,000				60,000
	Replacement Stadium Turf	General			500,000			500,000
	Replacement Lilly Field Turf	General					550,000	550,000
	Utility Cart	General			25,000			25,000
	Quad 4x4	General			25,000			25,000
	Trac Machine	General					100,000	100,000
	<b>Subtotal</b>		<b>4,031,000</b>	<b>6,125,000</b>	<b>610,000</b>	<b>145,000</b>	<b>650,000</b>	<b>11,561,000</b>
<u>IWC &amp; Conservation</u>								
	<b>Bradley Park Boardwalk Reconstruction</b>	<b>General</b>		<b>80,000</b>				<b>80,000</b>
<u>Ambler Farm</u>								
	<b>White House Renovation</b>	<b>Bonds</b>	<b>125,000</b>	<b>125,000</b>				<b>250,000</b>
<u>Wilton/Weston ALS</u>								
	<b>Paramedic Lifepak</b>	<b>General</b>	<b>19,365</b>					<b>19,365</b>
	<b>Paramedic Flycar</b>	<b>General</b>	<b>38,940</b>			40,000		<b>78,940</b>
	<b>Subtotal</b>		<b>58,305</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000</b>	<b>98,305</b>
	<b>Board of Selectmen</b>	<b>Total</b>	<b>7,527,807</b>	<b>10,057,072</b>	<b>4,183,440</b>	<b>2,960,602</b>	<b>8,879,241</b>	<b>33,608,162</b>
	<b>Board of Selectmen by Funding Source</b>	<b>Bonds</b>	<b>6,343,500</b>	<b>8,465,500</b>	<b>2,205,400</b>	<b>1,553,302</b>	<b>7,286,991</b>	<b>25,854,693</b>
		General	1,071,324	1,478,589	1,865,057	1,294,317	1,479,267	7,188,554
		LOCIP	112,983	112,983	112,983	112,983	112,983	564,915
			<b>7,527,807</b>	<b>10,057,072</b>	<b>4,183,440</b>	<b>2,960,602</b>	<b>8,879,241</b>	<b>33,608,162</b>



QUESTION 1

Shall the Budget and Tax Rate for the Fiscal Year 2015, as recommended by the Board of Finance or as amended by the Town Meeting be:

APPROVED  
REJECTED BECAUSE IT IS TOO HIGH  
REJECTED BECAUSE IT IS TOO LOW

QUESTION 2

Shall the Resolution Appropriating \$595,000 For Acquisition Of An Engine-Tanker Fire Truck And Authorizing The Issuance Of \$595,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES  
NO

QUESTION 3

Shall the Resolution Appropriating \$3,464,000 For Road Restoration And Authorizing The Issuance Of \$3,464,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES  
NO

QUESTION 4

Shall the Resolution Appropriating \$9,900,000 For Design, Engineering, Planning and Construction of Renovations And Improvements At The Comstock Community Center And Authorizing The Issuance Of \$9,900,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES  
NO

QUESTION 5

Shall the Resolution Appropriating \$250,000 For The Planning, Design, Construction, Renovations And Improvements For The White House At Ambler Farm And Authorizing The Issuance Of \$250,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES  
NO

QUESTION 6

Shall the Resolution Appropriating \$500,000 For The Planning, Design And Installation Of District Wide School Security And Emergency Management System Upgrades And Authorizing The Issuance Of \$500,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES

NO

QUESTION 7

Shall the Resolution Appropriating \$60,000 For The Planning, Design, Construction And Installation of An Oil Tank To Operate The Generator At The High School And Authorizing The Issuance Of \$60,000 Bonds Of The Town To Meet Said Appropriation be approved?

YES

NO

**From: First Selectman William Brennan**

**To: Board of Selectmen**

**Subject: Draft resolution**

**April 7, 2014**

**RESOLUTION TO WITHDRAW FROM THE SOUTH WESTERN REGIONAL  
PLANNING AGENCY AND TO JOIN THE WESTERN CONNECTICUT COUNCIL OF  
GOVERNMENTS**

**BE IT HEREBY ENACTED BY THE TOWN OF WILTON, THAT WHEREAS,** the South Western Regional Planning Agency and the Housatonic Valley Council of Elected Officials recently agreed to a voluntary merger of their respective planning regions and requested the Connecticut Office of Policy and Management to formally re-designate the consolidated region as the Western Connecticut Planning Region; and

**WHEREAS,** the Connecticut Office of Policy and Management re-designated the South Western and Housatonic Valley Planning Regions as the new Western Connecticut Planning Region on December 6, 2013; and

**WHEREAS,** the Town of Wilton is now eligible to become a member of the Western Connecticut Council of Governments; and

**WHEREAS,** in compliance with Connecticut General Statutes Sections 4-124(i) through 4-124(p), the Wilton Board of Selectmen is desirous of having the Town join the Western Connecticut Council of Government and to amend the provisions of Chapter 25A of the Wilton Code to reflect same.

**NOW, THEREFORE,** pursuant to authority under the Town Charter, it is ordained this \_\_\_\_ day of \_\_\_\_\_, 2014, by the Board of Selectmen that the following ordinance is hereby enacted and adopted, in accordance with Section 8-36a and Section 4-124j of the Connecticut General Statutes and Section 249 of Public Act 13-247.

The Town of Wilton hereby declares its intent to withdraw from the South Western Regional Planning Association on June 30, 2014, and that such withdrawal will be final six months thereafter on December 31, 2014.

Furthermore, the Town of Wilton hereby votes to join the Western Connecticut Council of Governments, effective January 1, 2015 and toward that end, formally adopts Sections 4-124i to

4-124p, inclusive, of the Connecticut General Statutes, in accordance with the procedures set forth in Section 4-124j of the Connecticut General Statutes.

The Town of Wilton hereby provides that the First Selectman shall represent the Town on the Regional Council of Governments. In addition, the Board of Selectmen shall appoint an alternative member to the Regional Council of Governments and said alternate shall serve for a term of two years or such other period as determined by the Board of Selectmen. Alternates under this section shall continue to serve after their expiration of their terms until their successors are appointed and take office.

Upon the expiration of the aforesaid transitional period, or January 1, 2015, Section 25A of the Wilton Code shall be repealed.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2014.

#### **CERTIFICATION**

I, Bettye Ragognetti, Town Clerk of the Town of Wilton, duly elected and qualified according to law and having custody of the seal of the Town of Wilton, hereby certify that the preceding is a true and correct copy of a resolution duly adopted at a Board of Selectmen Regular Meeting held on \_\_\_\_\_, and that said resolution has not been amended, rescinded or revoked and remains in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of Wilton this \_\_\_\_ day of \_\_\_\_\_, 2014.

[Town Seal]

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Town Clerk, Town of Wilton



# Council of Governments – Overview and Key Characteristics

Prepared by: SWRPA Staff  
**November 2013**

• *APRIL 7, 2014 - UPDATED  
(SEE NOTES)*



## **Statutory Background - COG Requirement**

- On or before January 1, 2015, each regional planning agency must become a Council of Governments to continue to receive state funds;
- At least 60% of municipalities within a planning region must approve such ordinance for a COG to be recognized by the State of Connecticut;
- Local legislative bodies must approve a municipal ordinance to vote and receive funding.

## Status Report

- The South Western and Housatonic Valley regions jointly filed a letter of intent on October 1, 2013 to merge and become a COG ;
- Now awaiting the Connecticut Office of Policy and *approved* Management (OPM) to approve the merged region;
- Once OPM approves the new region, each *\** municipality's local legislative must pass an ordinance *In process* to join the COG.



# Representation

## Council of Governments

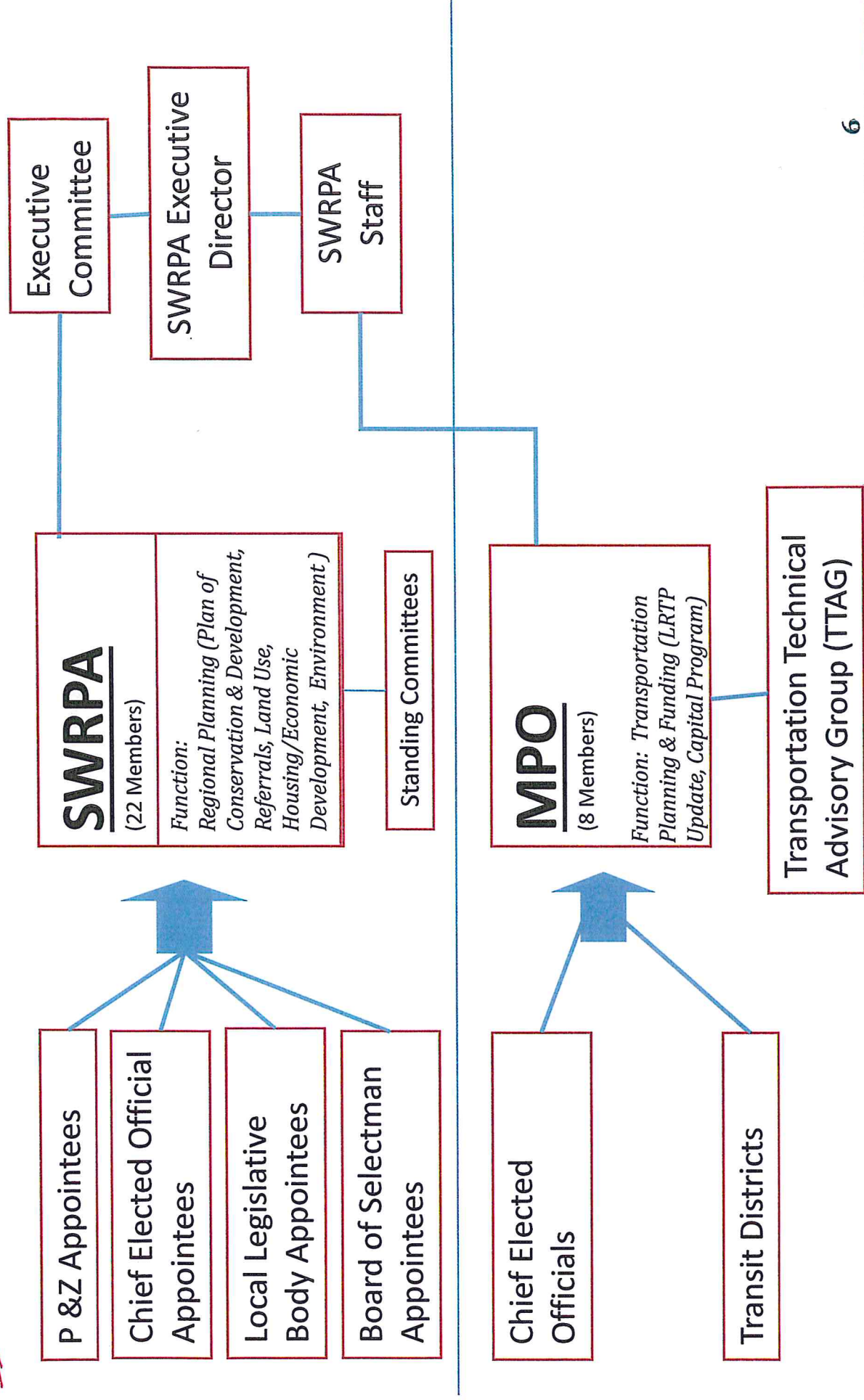
- Comprised of municipal Chief Elected Officials serving as representatives – 1 vote per representative;
- Regional planning commission (RPC) carries out planning duties and responsibilities in cooperation with the municipal Chief Elected Officials;
- Opportunities for volunteer participation on a variety of regional issues.

## Regional Planning Commission

- One RPC representative per COG municipality with one vote each;
- State statute requires that an RPC representative be a member of and appointed by their municipal planning commission, with the concurrence of the local municipality's appointing authority.

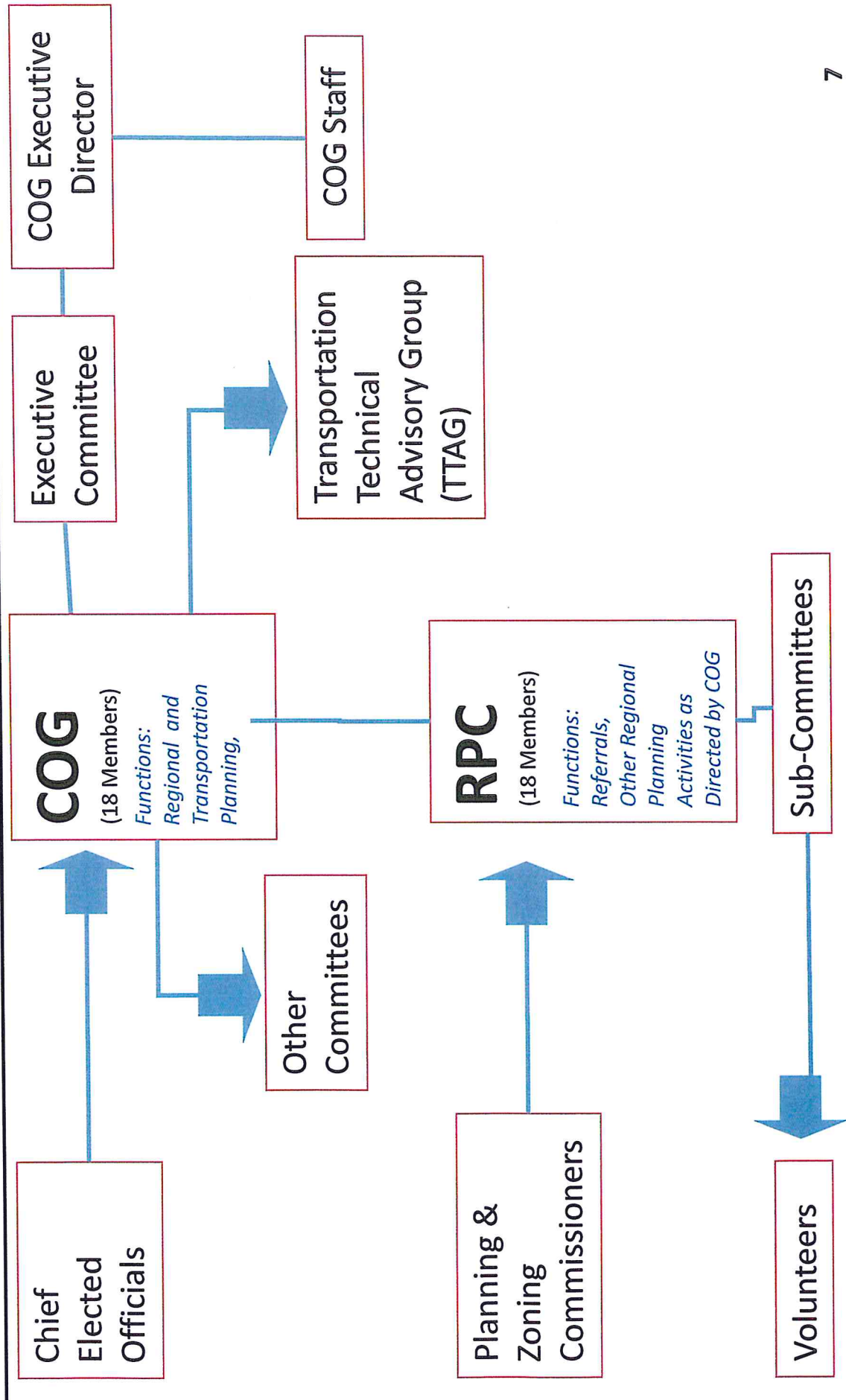


# Current Organizational Structure - SWRPA



NEW organization structure

# Proposed Organizational Structure – Western CT COG





## Top COG FAQs

**Will the COG be a taxing authority?**

No...

Connecticut state statutes currently do not provide a COG  
any authority to levy taxes;

## Top COG FAQs

**Will there be a way for current SWRPA representatives to participate?**

Yes...

The Regional Planning Commission may create any sub-committee it deems appropriate; volunteer members may be appointed by the RPC to such committees.



## Top COG FAQs

**Will local planning and zoning commissions have a diminished role in the COG?**

**No...**

Since RPC membership is to be comprised only of P&Z commission members, there are no seats at the table for appointees from other legislative bodies.

## Top COG FAQs

### Will the COG appoint members to the RPC?

No... state statute requires that:

- The RPC will be comprised of local P&Z members.
- Local P&Z commissions appoint its members to the RPC.
- The local appointing authority must provide concurrence for RPC appointments.



## Top COG FAQs

### Will a proposed COG impact “Home Rule”?

No...

- The COG does not and will not have any authority over local decision making processes.
- On a regional basis, a COG has the same referral responsibilities as a regional planning organization such as SWRPA.

## Rochester, Jacqueline

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**From:** Sesto, Pat  
**Sent:** Tuesday, April 01, 2014 10:04 AM  
**To:** Rochester, Jacqueline  
**Subject:** FW: NRVt easement naming Wilton as co-grantee  
**Attachments:** NRVt WLCT easement.doc

As discussed.

Thanks!

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**From:** Sesto, Pat  
**Sent:** Friday, March 21, 2014 9:09 AM  
**To:** Brennan, Bill  
**Subject:** NRVt easement naming Wilton as co-grantee

Bill,

If you recall, a portion of the NRVt section just built crosses over onto Land Trust property. Land Trust has been wonderfully supportive of this and in order to solidify the ongoing location of the trail and its responsible parties, I worked with Ken to develop an easement. The town of Wilton is named as a co-grantee with the Friends of the NRVt, inc (the 501(c)3 corp). Land Trust has reviewed and approved the easement.

It is my expectation that this needs to go to the Board of Selectmen before you are able to sign off. Accordingly, can you please include this on the first available meeting of the BoS?

Thank you,

Pat

## **E A S E M E N T**

This Easement Agreement made this \_\_\_\_ day of March, 2014, by and between the **WILTON LAND CONSERVATION TRUST**, hereinafter called the "Grantor" and the **TOWN OF WILTON** and the **FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.** and their respective successors and or assigns, hereinafter collectively called the "Grantees" as tenants in common.

**WHEREAS**, the Wilton Land Conservation Trust ("Land Trust") having an address at P.O. Box 77, Wilton, Connecticut 06897, is a publicly supported, tax exempt, non-profit organization and a qualified organization under 501(c)(3) of the Code, whose primary purpose is to retain land and water in their natural scenic or open condition; and

**WHEREAS**, the Town of Wilton, (the "Town") having an address at 238 Danbury Road, Wilton, Connecticut 06897 is a municipal corporation and is a qualified organization under Section 170(h) of the Code to receive qualified contributions; and

**WHEREAS**, the Friends of the Norwalk River Valley Trail (the "Friends") having an address at 115 Nod Hill Road, Ridgefield, Connecticut 06877, is a publicly supported, tax exempt, non-profit organization and is a qualified organization under 501(c)(3); and

**WHEREAS**, the Grantor and Grantees have the common purpose of promoting conservation values on protected property, which values may include the right to create, maintain and use unpaved trails with permeable materials including, but not limited to, sand, gravel, shells, rock or crushed stone for their sole use by pedestrian, bicycle or equestrian traffic.

**NOW THEREFORE**, the Grantor for and in consideration of the facts above recited and of the mutual covenants, terms, conditions, restrictions and easements herein contained and as an absolute and unconditional grant, do hereby give, grant, bargain and convey unto the Grantees an easement as herein described.

1. The Grantor does hereby convey to the Grantees the permanent right to construct (using only permeable materials), maintain and use, all at their sole cost and expense, a ten (10) foot wide, public, recreational trail located on, and over, a parcel of land set out and described in Schedule A attached hereto. Said easement shall be approximately seven hundred fifty (750) feet in length and shall commence at a point approximately six hundred fifty (650) feet northeast of the southern tip of said parcel, proceed in a Northerly direction, and end at a point approximately at the northeastern corner of the boundary line as shown on Schedule B attached hereto.

2. Said easement may be used by the general public for pedestrian or bicycle traffic but specifically excludes the use of equestrian traffic and any and all motorized means of transportation, excepting motorized wheelchairs used exclusively by persons deemed to be handicapped.

3. The Grantor shall have no obligation to prepare, construct or maintain said ten (10) foot wide trail.

4. The Grantees shall secure and maintain general liability insurance in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) and shall include the Grantor as a named insured. Except to the extent caused by the gross negligence or willful misconduct of the Grantor, the Grantees, jointly and severally, agree to indemnify and hold the Grantor (including its officers and Trustees) harmless from any claim or cause of action arising from the construction, use or maintenance of the trail, such indemnity to include all expenses (including reasonable attorney's fees) incurred in connection with the defense of any such claim. Grantor agrees to promptly notify Grantees of any claim of which it has actual notice, provided that any failure to provide such notice will not relieve Grantees of the indemnification obligations under this Agreement except to the extent Grantees can demonstrate actual, material prejudice to their ability to mount a defense as a result of such failure.

5. The easement is, and shall be, binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF, the parties have executed and sealed this document the day and year first above written.

**WILTON LAND CONSERVATION TRUST**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

**TOWN OF WILTON**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William F. Brennan  
First Selectman

**FRIENDS OF THE NORWALK RIVER  
VALLEY TRAIL, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )

ss: \_\_\_\_\_

On this \_\_\_\_\_ day of March, 2014, before me came \_\_\_\_\_,  
\_\_\_\_\_ of the Wilton Land Conservation Trust, to me known to be the individual  
described herein and who executed the foregoing instrument and acknowledged that he/she  
executed the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF CONNECTICUT        )  
  )  
COUNTY OF FAIRFIELD        )       ss: \_\_\_\_\_

On this \_\_\_\_\_ day of March, 2014, before me came William F. Brennan, First  
Selectman, Town of Wilton, to me known to be the individual described herein and who  
executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF CONNECTICUT        )  
  )  
COUNTY OF FAIRFIELD        )       ss: \_\_\_\_\_

On this \_\_\_\_\_ day of March, 2014, before me came Patricia Sesto, President of the  
Friends of the Norwalk River Valley Trail, Inc., to me known to be the individual described



herein and who executed the foregoing instrument and acknowledged that he/she executed the same.

---

Notary Public  
My Commission Expires

**RESOLVED: That \_\_\_\_\_(name of MCEO), \_\_\_\_\_(title), is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for an Historic Documents Preservation Grant.**

TOWN CLERK

Telephone (203) 563-0106  
Fax (203) 563-0130



TOWN HALL  
238 Danbury Road  
Wilton, Connecticut 06897

1. The Town of Wilton is continuing the restoration of land record volumes by restoring the following volumes: Land Records Vol. 36 Mortgages (1922-1930) and Land Records Vol. 38 Manuscripts (1921 – 1927).

The bindings of these volumes will be dismantled completely following accepted archival restoration guidelines. All original binding materials and adhesive residues will be removed along with any staples, paper clips and brads, pressure sensitive tape and old glue and any two-sided blank sheets.

The paper in the volumes will be surface dry cleaned as necessary and prudent by accepted archival methods.

All tears will be mended with lightweight mending tissue closely matched in color and flexibility, eliminating formation of a breaking point in the sheet. Adhesive for all tear repairs and guarding of folios will be ethyl cellulose paste or a proven equal. Sufficient press time will be allowed after mending to insure paper will not cockle and that text block lies flat with no external pressure. Weak and tattered sheets will be reinforced to maintain mechanical integrity of the document.

Deacidification and buffering will be performed with a custom-built spray exhaust booth using Bookkeeper® (magnesium oxide spray). The final pH of paper treated with magnesium oxide is in the range of 8 with an alkaline reserve of 2-4%. Images will be tested prior to treatment to determine the compatibility of image media with the process.

Sheets will be encapsulated where necessary utilizing Archival Grade polyester envelopes 3 mil (or other appropriate mil thickness). Envelopes will be of uniform size with with heat seal weld on the edges. The envelopes will then be placed in Public Record binders: Tenacity Champ, to match previous restoration work, hard back covered type with piano hinge. The binders will be lettered on the spine with 23-karat gold foil.

Binding style can be “case-construction” with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewn-in end papers.

Sewing will be done by hand or Smythe-sewn, with sewing thread thickness evaluated and selected for each volume. Sewing thread will be chosen from unbleached linen stock or a

proven equal. Tapes will be linen or cotton. End sheets will be chosen from a stock of strong, durable alkaline machine-made paper such as 80 lb text Mohawk Super Fine ivory or 100 lb text weight Mohawk Super Fine White or a proven equal.

Boards will be of acid-free binders board of the best quality available and must be of sufficient thickness to preclude sagging or warping due to moisture or use. The cover material will be leather.



## NON-EMERGENCY INTERAGENCY AGREEMENT

Darien, New Canaan, Norwalk, Weston, Westport, Wilton

WHEREAS, Connecticut General Statute §7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes or of any special act, charter or home rule ordinance.

WHEREAS, each of the participating municipalities recognizes the benefits of joining together for the performance of joint police functions;

WHEREAS, each of the participating municipalities find that entering into a joint participation agreement is necessary for the delivery of more effective services to the citizens of their respective municipalities;

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of General Law Enforcement Services;

NOW, THEREFORE, it is agreed by and between the municipalities signing this compact by their respective chief executive officers, duly authorized upon approval as set forth in said Connecticut General Statute, the following:

1. The undersigned municipalities hereby delegate to the Chief of Police of their respective municipality the authority to determine when the provision of police personnel resources best serves the purpose of this compact and benefits their respective community.
2. The Police Chiefs of the municipalities participating in this compact shall constitute an oversight board for the group created herein. This board is authorized to administer the procedures attached to this compact and may modify these procedures as necessary to insure efficient and effective operation.
3. The services performed under this compact shall be deemed to be for public and governmental purposes.
4. That at all times when joint police functions are being conducted, police officers assigned to the function shall be deemed to be members of an authorized group and shall have the same powers, duties, privileges, and immunities as are conferred on the police officers of the municipality in whose jurisdiction the group is operating.
5. Each participating municipality agrees that it shall be responsible for all costs, whether monetary or in the form of goods or services, it incurs as a result of participation in this compact. Such costs may include, but are not limited to:
  - a. The actual payroll, including overtime, for the agency's personnel participating in compact activities.
  - b. The replacement or repair cost for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this compact.
  - c. Fuel and maintenance costs for any vehicles and equipment.
  - d. Training cost arising from participation in this compact.
  - e. Worker's compensation claims pursuant to Connecticut General Statutes §31-275 through 31-355a.
  - f. Awards for death, disability or injury to employees participating in compact-related activities to the extent that such awards exceed Worker's Compensation coverage.
  - g. Survivor's benefits pursuant to Connecticut General Statute §7-323e.
  - h. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
  - i. Cost arising from agreement, contracts or obligations the municipality entered into prior to entering this compact.

6. To the fullest extent permitted by law, any participating municipality negligently causing injury or damage shall indemnify and hold harmless the other parties to this compact (and their employees and agents) from any and all claims caused by such party's negligence. In instances where the identity of the negligent actor cannot be determined and/or where liability is predicted upon joint venture, vicarious liability or upon other similar grounds, it is the intent of this Agreement that each participating municipality shall be liable only for its proportionate share of responsibility. All disputes concerning apportionment of liability hereunder shall be resolved by a single arbitrator chosen by the parties. If the parties are unable to agree upon a single arbitrator, then the court shall appoint the arbitrator.
7. For grant and funding initiative purposes, the Chief of Police for the lead agency within the participating group, or his designee, shall act as the representative and fiduciary for the group. Lead agency responsibility may be transferred to another participating agency upon the unanimous written consent of all the Chiefs of Police for the departments participating in this compact.
8. Not later than five (5) years from the effective date of this agreement, the effectiveness of this agreement shall be reviewed by the body that approved the agreement for each participating municipality.
9. Any participating municipality may withdraw from this compact by giving thirty (30) days written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants remain active in this compact.

IN WITNESS WHEREOF, the parties hereto have executed this compact on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Harry W. Rilling      2/14/2014  
Harry W. Rilling, Mayor      Date  
City of Norwalk

\_\_\_\_\_  
Jayme Stevenson, First Selectwoman      Date  
Town of Darien  
R. E. Mallozzi II      3/4/14  
Robert E. Mallozzi II, First Selectman      Date  
Town of New Canaan

\_\_\_\_\_  
Gayle Weinstein, First Selectwoman      Date  
Town of Weston

\_\_\_\_\_  
James Marpe, First Selectman      Date  
Town of Westport

\_\_\_\_\_  
William Brennan, First Selectman      Date  
Town of Wilton

**AGREEMENT  
BETWEEN  
THE CONNECTICUT LIGHT & POWER COMPANY  
AND  
TOWN OF WILTON**

This Agreement ("Agreement") made this \_\_\_ day of April, 2014 ("Effective Date"), by and between THE CONNECTICUT LIGHT & POWER COMPANY ("CL&P"), a specially chartered Connecticut corporation organized under the laws of Connecticut, having its principal place of business at 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ("Energy Efficiency Fund"), which is funded through CL&P's customers, and the TOWN OF WILTON ("Participant"), having its principal place of business at 238 Danbury Road, Wilton, Connecticut, 06897. CL&P and Participant are each individually referred to as a "Party" or collectively as "Parties" in this Agreement. This Agreement and the Appendices attached hereto and made a part hereof as Appendix A: Participant's Clean Energy Communities Pledge and Appendix B: Letter of Intent, constitute the entire "Agreement" between the Parties.

**WHEREAS**, the Energy Efficiency Board advises and assists CL&P and The United Illuminating Company ("UI"), collectively ("the Companies") in the development and implementation of conservation and load management programs funded by the Connecticut Energy Efficiency Fund pursuant to Conn. Gen. Stat. § 16-245m;

**WHEREAS**, the Energy Efficiency Fund and the Companies have collaborated with the Clean Energy Finance & Investment Authority ("CEFIA") in working with the Participant, and its respective clean energy task forces, energy commissions and committees to support and promote participation in Energy Efficiency Fund programs and the practice of energy conservation behaviors;

**WHEREAS**, the Participant has signed the Clean Energy Communities Municipal Pledge, which is attached hereto and made a part hereof as Appendix A;

**WHEREAS**, Participant has pledged 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. Participant can determine which baseline year it will benchmark its energy consumption, either fiscal year 2008-2009, 2009-2010, 2010-2011, or 2011-2012. The Town of Wilton has elected to determine its energy baseline calendar year as 2010.

**WHEREAS**, Participant will reduce energy consumption by annual Clean Energy Communities program requirements. Beginning in the 2012-2013 fiscal year, Participant will reduce consumption by five (5) percent the first year and by three (3) percent increments in the following years. Participant can meet the 20 percent reduction prior to June 30, 2018. The schedule follows:

- a. Fiscal Year July 1, 2012-June 30, 2013: 5% Reduction
- b. Fiscal Year July 1, 2013-June 30, 2014: 8% Reduction
- c. Fiscal Year July 1, 2014-June 30, 2015: 11% Reduction
- d. Fiscal Year July 1, 2015-June 30, 2016: 14% Reduction

- e. Fiscal Year July 1, 2016-June 30, 2017: 17% Reduction
- f. Fiscal Year July 1, 2017-June 30, 2018: 20% Reduction

**WHEREAS**, Participant will work with the Companies, contractors or other entities to benchmark all municipal and board of education buildings to determine complete municipal building energy usage. Participant agrees that schools operated within Regional School Districts (RSDs) are excluded from the benchmarking requirement;

**WHEREAS**, Participant pledges to create its own Municipal Action Plan ("MAP") detailing how it will reduce its energy consumption;

**WHEREAS**, the Companies will provide assistance in creating the MAP and guidance toward leveraging Energy Efficiency Fund program incentives and technical assistance to assist with Participant's energy-efficient improvements;

**WHEREAS**, Participant has earned 100 energy efficiency points through participation in Energy Efficiency Fund programs and special energy conservation projects by businesses, residents, municipal and Board of Education buildings in the Town of Wilton. Energy efficiency points have been earned in the following manner:

- a. 6 points = For every one (1) percent of the Participant's households who participate in Energy Efficiency Fund residential programs, such as Home Energy Solutions, Home Energy Solutions-Income Eligible and Residential New Construction. Energy Efficiency Fund program participation is retroactive to January 1, 2010.
- b. 8 points = For every one (1) percent of the Participant's households who redeem Energy Efficiency Fund residential rebates, such as appliance and insulation, HVAC, natural gas hot water heaters, etc. Energy Efficiency Fund program participation is retroactive to January 1, 2010.
- c. 4 points = For every one (1) percent of the Participants businesses and municipal buildings who participate in Energy Efficiency Fund commercial and industrial programs, such as Energy Opportunities, Small Business Energy Advantage, Energy Conscious Blueprint. Program participation is retroactive to January 1, 2010.
- d. Range of 1-10 points = Points can be earned for special energy conservation and energy efficiency projects ("Special Projects"), such as conservation challenges or light bulb swaps. Participant must complete a Special Projects Form and submit to CL&P Program Administrators for review and approval. Special project points will be assigned at the sole discretion of the Companies. Only Special Projects initiated after January 1, 2012 will be considered.

For every 100 energy efficiency points earned in the Energy Efficiency Track, the Participant will earn a Bright Idea Grant (hereinafter "Energy Efficiency Incentive") that is funded through the Energy Efficiency Fund. The Participant may receive up to two Energy Efficiency Incentives per municipal fiscal year under this Agreement. However, Participant may continue to accumulate energy efficiency points and earn additional Energy Efficiency Incentives in the next fiscal year.

For every 100 points, the Participant is eligible to receive a \$10,000 Energy Efficiency Incentive.



NOW THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. An Energy Efficiency Incentive in the amount of Ten Thousand Dollars (\$10,000.00) shall be paid to Participant. The Energy Efficiency Incentive is to be used in the Town of Wilton for an energy-saving project as outlined in the Letter of Intent attached hereto as Appendix B. Participant agrees and understands that the failure to complete the energy-saving project(s) as outlined in the Letter of Intent attached hereto as Appendix B may impact future participation in the energy efficiency programs offered by CL&P as manager of the Energy Efficiency Fund.
2. Participant agrees and understands that it must comply with this Agreement and the Letter of Intent set forth in Appendix B to CL&P's reasonable satisfaction. Participant agrees and understands that failure to comply with this Agreement may result in the elimination or reduction of the Energy Efficiency Incentive, at CL&P's sole, but reasonable, discretion, and may impact future participation in the energy efficiency programs offered by CL&P as manager of the Energy Efficiency Fund.
3. Participant agrees that CL&P will fund the Energy Efficiency Incentive through Energy Efficiency Fund dollars. Participant agrees and understands that CL&P's total payment obligation to the Energy Efficiency Incentive pursuant to this Agreement is ten thousand dollars (\$10,000.00), subject to the availability of funding through the Energy Efficiency Fund pursuant to section 5 below and that Participant is responsible for any MAP costs in excess of the Energy Efficiency Incentive.
4. This Agreement is the entire agreement between the Parties and supersedes all other agreements, communications and representations. This Agreement may not be modified or amended except by instrument in writing signed by CL&P and Participant, **with the exception of the Department of Energy and Environmental Protection ("DEEP") and/or the Connecticut Public Utility Regulatory Authority ("PURA")-mandated modifications or changes to funding of Energy Efficiency Fund programs.**
5. Participant understands that funding for the Energy Efficiency Incentive derives from the Energy Efficiency Fund. CL&P is not responsible for any costs or damages incurred by Participant if Energy Efficiency Funds for the Energy Efficiency Incentive are reduced or eliminated by the State of Connecticut, including the Governor and/or Legislature, or the PURA.
6. Participant agrees to use the funding it receives hereunder solely for the purpose of the energy-saving project detailed in the Letter of Intent attached hereto as Appendix B and made a part of this Agreement.
7. Participant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CL&P, its parent, affiliates, officers, directors, agents and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Participant's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Participant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omission on the part of either Party.

Except as to indemnification obligations under this section, the total liability of Participant, its subsidiaries, affiliates, officers, employees or agents for all claims of any kind arising under this Agreement, whether in contract, tort, or otherwise, shall be limited to the total payments made to Participant under this Agreement.

8. Either Party may terminate this Agreement for the other Party's material breach upon thirty (30) days' written notice to the breaching party, if such breach is not cured to the notifying party's reasonable satisfaction within such notice period.
9. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement:
  - a. by submitting their dispute in writing to CL&P's Director of Conservation and Load Management; if the dispute cannot be resolved to the mutual satisfaction of the Parties by this method within thirty (30) days, then
  - b. by submitting their dispute in writing to the Energy Efficiency Board ("EEB"); if the dispute cannot be resolved to the mutual satisfaction of the Parties by this method within thirty (30) days, then
  - c. by submitting their dispute in writing to the alternative dispute resolution staff of PURA, if the dispute cannot be resolved to the mutual satisfaction of the Parties by this method within thirty (30) days.
10. All recitals found on Pages 1, 2 and 3 hereof are incorporated herein and made a part of this Agreement.
11. 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.
12. 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.
13. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.
14. This Agreement may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative of each Party hereto.

15. Each person signing this Agreement represents and warrants that the entity for which he is signing has duly authorized this Agreement and he has the authority to sign on behalf of such entity.
16. 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.
17. No Party will be liable or deemed to be in breach of this Agreement for failure of performance under this Agreement due to a Force Majeure Event. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure Event, whoever is unable to perform shall promptly notify the other Party. For purposes of this Agreement, Force Majeure Event means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, storm or flood, fire or explosion, health epidemic, any order, regulation or restriction imposed by any governmental authority, or any other cause beyond the control of the Parties.
18. Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

If to CL&P:

The Connecticut Light & Power Company  
107 Selden Street  
Berlin, CT 06037  
Attention: Rebecca Meyer /Diana McCarthy-Bercury

If to Participant:

Town of Wilton  
238 Danbury Road  
Wilton, Connecticut 06897  
Attention: First Selectman William F. Brennan

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning Project or other matters as expressly agreed to by the Parties shall be exempt from the requirements of this section and may be made in any manner agreed to by the Parties.

19. Participant agrees that the following language is mandatory and must be added to all materials and advertising created by, or for, and used by Participant in connection with the use of the Clean Energy Communities program's Bright Idea Grant: **"This energy-saving project was funded by a Bright Idea Grant through Energize Connecticut's Clean Energy Communities program in partnership with Connecticut Light & Power. "** If Participant creates (or has created) its own marketing and advertising in connection with the use of the Bright Idea Grant, it must contain the same above-referenced language.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE CONNECTICUT LIGHT & POWER COMPANY, as manager of the Connecticut Energy Efficiency Fund

By: \_\_\_\_\_  
Stephen J. Bruno

Title: Assistant Manager, Conservation & Load Management Programs,  
Connecticut Light & Power

Date: \_\_\_\_\_

TOWN OF WILTON

By: \_\_\_\_\_  
William F. Brennan

Title: First Selectman, Town of Wilton

Date: \_\_\_\_\_

## APPENDIX B: LETTER OF INTENT

### Background

The Clean Energy Communities program is a new Program offered jointly by The Clean Energy Finance and Investment Authority ("CEFIA") and the Connecticut Energy Efficiency Fund in partnership with municipal governments, businesses, institutions, organizations and residents. Its purpose is to encourage communities to become more energy efficient and increase their support for clean renewable energy. The Clean Energy Communities program provides qualified cities and towns with performance-based incentives that include free clean energy systems from CEFIA and Bright Idea Grants that can be used toward energy-saving projects from the Energy Efficiency Fund.

To earn the designation of a Connecticut Clean Energy Community, the city or town must meet these requirements: 1) sign a pledge to reduce municipal building energy consumption by 20% from baseline levels by 2018 and purchase 20% of its municipal building electricity usage from renewable sources by 2018 and 2) Meet the pledge's goals through benchmarking in EPA Portfolio Manager Software and by creating a Municipal Action Plan ("MAP") to reduce energy consumption.

### Requirements

Connecticut Light & Power, in its capacity as administrator of the Connecticut Energy Efficiency Fund, is providing the Town of Wilton ("Participant") with a Bright Idea Grant in the amount of **\$10,000** in connection with the Participant obtaining **100** points in the Clean Energy Communities' Energy Efficiency Track in the following manner:

- Residential Energy Efficiency Fund Program Participation: **84** Points Earned
- Residential Energy Efficiency Fund Rebates Redeemed: **16** Points Earned
- Business & Municipal Buildings Participation in Energy Efficiency Fund Programs: **0** Points Earned
- Special Projects: **0** Points Earned

The Participant will be responsible for ensuring that all grant funds provided are used for the purposes outlined below in the Project Summary. Participant agrees and understands that failure to complete the energy-saving project(s) as outlined herein may impact future participation in the energy efficiency programs offered by The Connecticut Light & Power Company as manager of the Connecticut Energy Efficiency Fund. Participant understands that grant funds can only be used for energy-saving projects and cannot fund the following: Renewable Energy Credit (REC) purchases, clean energy system installations (i.e., solar photovoltaic), fuel cells or distributed generation projects. Participant understands that the Letter of Intent must be approved by a Clean Energy Communities Program Administrator before Exhibit B is incorporated herein.



## **Deliverables**

The Participant will spend the Bright Idea Grant within one (1) year of receipt, **unless extended upon request in writing to a CL&P Program Administrator**, and complete a Bright Idea Grant Update form and submit to CL&P Program Administrator to the address below:

Energy Efficiency Department-  
NU East Building  
Connecticut Light & Power  
107 Selden Street  
Berlin, CT 06037  
Attention: Rebecca Meyer/Diana McCarthy-Bercury

## **Project Oversight**

The Connecticut Light & Power Company requests one point of contact for the project:

Town of Wilton  
238 Danbury Road  
Wilton, Connecticut 06897  
Attention: First Selectman William F. Brennan

## **Project Summary**

**1. NAME OF THE PROGRAM**

Clean Energy Communities—Wilton Bright Idea Grant No. 1

**2. FUNDING/BRIGHT IDEA GRANT AMOUNT**

\$10,000

**3. PROGRAM/PROJECT SUMMARY of FUNDING (town to describe what they will use funding for, energy savings anticipated, energy-saving technologies or energy conservation behaviors to be implemented)**

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Description of Energy-Saving  
Project/Program (attachments  
accepted)

---

Projected Electric Savings (kilowatt-  
hours or kWh)

Projected Natural Gas Savings (ccfs)

Projected Oil/Propane Savings  
(gallons)

Estimated Start Date of Project

Estimated Date of Completion of  
Project

Project Completed by which  
Company—please attach a copy of the  
project outline/proposal/invoice from  
vendor/company

Overall Project Costs

Are you using entire Bright Idea Grant  
toward funding this project?

If an energy-conservation campaign,  
please attach description to Letter of  
Intent

Are you participating in other Energy  
Efficiency Fund programs to finance  
the balance of this project?

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## **Draft Statement**

This morning, the Board of Selectmen received an email from Ms. Marissa Lowthert requesting this Board of Selectmen to investigate the Board of Education's handling of matters affecting the needs of students requiring special education and the resolution of those matters.

Ms. Lowthert has sent similar emails to the Board of Education and the Board of Finance.

Because of the many legal issues involved in special education programs, I have asked town counsel to look into and respond to her emails. These issues, as well as other issues raised by Ms. Lowthert, involve sensitive matters and must be addressed prudently to insure that the privacy of Wilton's citizens is respected.

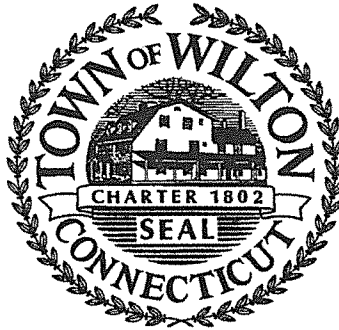
Some of the comments made by Ms. Lowthert in her emails invite a public exchange, but town counsel has advised that it would be appropriate and better for him to communicate with Ms. Lowthert privately.



OFFICE OF THE  
FIRST SELECTMAN

Telephone (203) 563-0100  
Fax (203) 563-0299

Bill.Brennan@Wiltonct.org



William F. Brennan  
*First Selectman*

Harold E. Clark  
*Second Selectman*

Ted W. Hoffstatter

Richard J. Dubow

James A. Saxe

TOWN HALL  
238 Danbury Road  
Wilton, CT 06897

## PROCLAMATION

**W**HEREAS, May 17, 2014, marks the 60<sup>th</sup> anniversary of the Wilton Little League, and Wilton Little League has provided an outlet for the community in assisting children in developing qualities of citizenship, discipline, teamwork and physical well being; and

**W**HEREAS, Wilton Little League has provided an invaluable service in helping to foster sportsmanship in the Wilton Community by espousing virtues of character, courage and loyalty

**N**OW, THEREFORE, I, William F. Brennan, First Selectman, do hereby proclaim May 17, 2014 as

### WILTON LITTLE LEAGUE DAY

in the Town of Wilton, Connecticut, and I urge all citizens to recognize the Wilton Little League for their invaluable service.

Signed this \_\_\_\_ day of April 2014

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William F. Brennan, First Selectman