AGENDA
ITEM # 7a

AUTHORIZING RESOLUTION OF THE
EAST HAMPTON TOWN COUNCIL

I, Sandra M. Wieleba, Town Clerk of the Town of East Hampton, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hampton Town Council at its duly called and held meeting on Tuesday, June 11, 2013, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded or revoked and is at present in full force and effect:

Resolved, that the East Hampton Town Council authorizes the East Hampton Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the renovate as new project at East Hampton High School.

Resolved, that the East Hampton High School Building Committee is hereby established as the building committee with regard to the renovate as new project at East Hampton High School.

Resolved, that the East Hampton Town Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the renovate as new project at East Hampton High School.

Resolved, that the East Hampton Town Council hereby authorizes the expenditure of 100%, or ($51,693,831) of the project revenues to complete the renovate as new project at East Hampton High School.

Resolved, that the East Hampton Town Council hereby authorizes the financing of the local share of $28,342,855 of the renovate as new project at East Hampton High School.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 12th day of June, 2013.

_____

Sandra M. Wieleba, Town Clerk

AGENDA
ITEM # 7b

AUTHORIZING RESOLUTION OF THE
EAST HAMPTON TOWN COUNCIL

I, Sandra M. Wieleba, Town Clerk of the Town of East Hampton, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hampton Town Council at its duly called and held meeting on Tuesday, June 11, 2013, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that the Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Michael Maniscalco, Town Manager of the Town of East Hampton, is authorized and directed to execute and deliver any and all documents on behalf of the Town Council and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.

The undersigned further certifies that Michael Maniscalco now holds the office of Town Manager and that he has held that office since July 1, 2012.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 12th day of June, 2013.

_____
Sandra M. Wieleba, Town Clerk

AGENDA
ITEM # 7c

AUTHORIZING RESOLUTION OF THE
EAST HAMPTON TOWN COUNCIL

I, Sandra M. Wieleba, Town Clerk of the Town of East Hampton, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hampton Town Council at its duly called and held meeting on Tuesday, June 11, 2013, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that Michael Maniscalco, Town Manager of the Town of East Hampton, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the Town of East Hampton for the Construction, Inspection and Maintenance of Brewer Road Pavement Rehabilitation Improvements utilizing Federal Funds under the Urban Component of the Surface Transportation Program".

IN WITNESS WHEREOF: The undersigned has executed this certificate this 12th day of June, 2013.

_____
Sandra M. Wieleba, Town Clerk

AGENDA
ITEM # 7d

Date: June 3, 2013

To: East Hampton Town Council

From: East Hampton Commission on Aging

Re: Request to change the number of Commission members

The East Hampton Commission on Aging would like to request a change to the number of Commission members from the current 5 with 2 alternates to 7 with no alternates. This change would return the ordinance establishing the Commission to its original configuration but with 2 additional full members. After two years of operating under the amended ordinance, revised in February of 2011, we have found that alternates are put under an unfair burden in that they must attend each meeting but have no voting rights unless seated. In addition, this situation creates a barrier to full commitment to the work of the Commission. Currently the Commission has four full members and only one alternate.

If the Council agrees to this change, Part B of the Ordinance would read:

1. One member shall be a representative of the East Hampton Housing Authority.
2. Three members shall be members of the public, with both genders represented.
3. Three members shall be members of the public 60 years of age or older.

Please advise us as to what our next steps should be.

Thank you for your consideration.

East Hampton Commission on Aging

Cynthia Del Favero – Chair

Mary Jo Shafer – Vice Chair

Ann McLaughlin

Sue Greeno

Pat Dufour - Alternate

Ordinance Establishing a Commission on Aging

§. Organization.

A. There shall be a Commission on Aging in the Town of East Hampton, consisting of ~~five (5)~~ seven (7) regular members~~ and two (2) alternate members~~, which shall be called the "East Hampton Commission on Aging."

B. Members shall be appointed by the Town Council and shall be selected as follows:

(1) One regular member shall be a representative of the East Hampton Housing Authority.

(2) ~~Two~~ Three regular members shall be members of the public, with both genders represented.

(3) ~~Two~~ Three regular members shall be members of the public 60 years of age or older, ~~one male and one female~~ with both genders represented.

(4) ~~One alternate member shall be a member of the public 60 years of age or older~~

(5) ~~One alternate member shall be a member of the public~~

C. All members so appointed shall be persons interested in and committed to the consideration and solutions of the needs and concerns of the elderly.

D. A Chairperson shall be elected by the members of the Commission from among the members.

E. The Town Manager, the Director of Health of the Town of East Hampton, and the Senior Services Coordinator and Municipal Agent for the Elderly (or their designees) shall be non-voting, ex-officio members.

§ Membership and terms of appointment; compensation.

In January of each year the Town Council shall appoint members to replace those whose terms are then expiring. All members shall be appointed to hold office for a period of three years, except for the initial appointments of which two regular members shall be for three years, two regular members for two years, one regular member for one year, one alternate member for 3 years and one alternate member for 2 years. Vacancies shall be filled for the unexpired portion of the term, and the Commission may recommend a candidate to the Town Council to fill said vacancy. Members of the Commission shall serve without compensation.

§ Purpose.

The purpose of the Commission shall be to review and analyze the needs and conditions of the elderly as brought to their attention by the Senior Services Coordinator (or citizens at large), in relation to housing, nutrition, employment, economic welfare, health, long-term care, recreation, social services, transportation and other matters and concerns of the elderly. The Commission shall act as an advocate for the elderly and shall make recommendations to the Senior Services Coordinator, Town Council and/or other relevant agencies via the Town Council as appropriate. The Commission shall interact with and coordinate services as needed and as available through Town, regional, State or Federal services. A key responsibility of this commission is to research,

identify and attempt to secure funding sources for the Town's elderly including state grants as made available pursuant to Section 17B-425 of the CT General Statutes.

§ Duties.

The Commission shall act as an advisory board to the Senior Service Department of the Town of East Hampton. The Commission shall support the Mission Statement of the East Hampton Senior Center. The Commission shall assist in interpreting and developing policies and guidelines for services and programs for the elderly. The commission may advise and make recommendations to the Senior Services Coordinator with regard to programs and services for the elderly. The Senior Services Coordinator may evaluate those recommendations and implement as appropriate.

§ Expenses.

The Commission shall prepare a proposed estimate of receipts and expenditures and may submit a proposed budget to the Town Manager as provided in the Code of the Town of East Hampton.

This ordinance shall take effect 20 days after publication.

Adopted:	September 9, 2008
Publication:	September 19, 2008
Effective:	October 9, 2008
Revised:	February 8, 2011
Publication:	February 11, 2011
Effective:	March 3, 2011

TOWN OF EAST HAMPTON
AGENDA REPORT

Agenda Item: 8a

Item to be presented by: VFS

DATE: June 5, 2013

SUBJECT: SECOND READING - 2013/14 Public Water System Operating Budget & Water Use Rate

DEPARTMENT: WPCA

RECOMMENDED ACTION –to adopt the 2013/14 Operating Budget and approve new water use rates effective July 15, 1013 for the two Community Water Systems owned by the Town and operated by the WPCA.

BACKGROUND – On of May 7, 2013 the operating budget including new water use rates for the two (2) public water systems were recommended by the WPCA. On May 14, 2013 the first reading before the Town Council was presented. Upon direction of the Town Council the WPCA conducted a Public Hearing on June 4, 2013. The Public Hearing duly noticed and served was read into the record at the meeting. No members of the public attended the Public Meeting. The meeting was kept open for 20 minutes.

The recommended expense budget for both systems remains the same as presented on May 14, 2013, $117,678.00 and represents an increase of 4.22% or $4,768.00 over last year.

The recommended increase in water rates to support this budget also remains the same, an increase for the Equivalent Meter Unit rate from $12.00 to $12.25 (2.1%) and Commodity Charge rate from $5.11/1000 gallons to $5.34/$1000 gallons (4.6%).

Recommended Resolution: The Town Council does hereby approve the 2013/14 Public Water System Operating Budget substantially in the form presented and furthermore adopts the following rate structure effective July 15, 2013.

Effective July 15, 2013 water billing rates are as follows:

- Equivalent Meter Units: $12.25/EMU
- Commodity Charge: $5.34/1000 gallons

ALTERNATIVE ACTIONS – at the discretion of the Town Council

FISCAL IMPACT – variable depending upon the ultimate action of the Town Council.

AGENDA
ITEM # 8b

TOWN OF EAST HAMPTON

REGISTRAR OF VOTERS'

EMERGENCY PLAN

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EMERGENCY PLAN IN THE EVENT OF A FIRE OR ALARM AT THE POLLING PLACE

Ballots, Tabulator and materials used at the polling place will be placed on a "crash cart" in order to remove these items quickly and more efficiently from the building in the event of a fire at the polling place. A backup tabulator with a memory card will be located at the town hall in the Town Clerk's vault to be used as a backup if the polling place becomes unavailable due to a fire.

1. The Ballot Clerk will be responsible for removing and securing the un-voted and spoiled ballots and paperwork from his or her station. After exiting polling place, these items will be secured in the Registrars' locked file cabinet.

2. The Tabulator Tender will be responsible for making sure the tabulator, bin and battery pack is removed from the polling place. The Tabulator Tender will remain with the tabulator and bin until directed by the Moderator. Deputy Registrars will assist Tabulator Tender.

3. The Registrars will be responsible for the locked file cabinet. In the cabinet will be both voted and un-voted ballots.

4. The Moderator will direct the remaining poll workers and school custodians to assist the voters out of the polling place safely until the fire department and emergency personnel arrives. Voters will be responsible for their in-process ballots. Those voters will be directed to the Tabulator Tender upon exiting. <u>At no time will anyone be allowed to re-enter the polling place until the emergency situation has been resolved</u>. Moderator will be responsible for the absentee ballots, his log, his Moderator book and/or computer.

5. Official Checkers will be responsible for each of their official checklists when exiting the building.

The Moderator and/or Registrar of Voters will notify the Secretary of State that an emergency has occurred at the polling place and identify the steps taken according to the emergency plan in place. We will await instructions from the State as to how to proceed with the election.

EMERGENCY PLAN IN THE EVENT OF A POWER OUTAGE

In the event that the polling place loses power during an election, the equipment will continue to function. The location of the polling place has a generator which can provide sufficient lighting in the building. The Fire Department may be able to provide lighting in the parking lot in order to assist the voters entering and exiting the building safely.

1. The Ballot Clerk will remain calm and be sure that the un-voted ballots and spoiled ballots are secured in his/her possession. All voting and issuing of ballots will stop until emergency lights, the generator or the electricity is restored.

2. The Tabulator Tender will guard the tabulator and restrict voting until the emergency lights, the generator or the electricity is restored.

3. The Moderator and Registrar of Voters' will assign poll workers to remain at the entrance and exits of the polling place and reassure the voters to remain calm until the emergency lights, the generator or the electricity is restored and voting can resume.

4. Individuals in the hall will remain in the hall until the polling place is secured and the emergency lights, the generator or the electricity is restored.

5. The Police Department should assign an officer to the polling place in the event of a power outage if the emergency is isolated to this one location.

6. The Secretary of the States' Office will be called and notified of this type of emergency and await their instruction as to how to continue the election if the power is not restored.

EMERGENCY PLAN IN THE EVENT OF A NATURAL DISASTER

In the event of a hurricane, blizzard, ice storm, tornado or other natural disaster, the State will have ample warning.

In the event that the High School is being used as a shelter, the Registrars' will hold the election in the East Hampton Middle School gym. The emergency 911 reverse call will be used to notify the voters as well as using mobile signage and media.

In the event of a natural disaster that occurs without warning, each elected official will be responsible for their particular duties and securing the items in their possession while protecting the voters and themselves and leaving the area to a safer location.

EMERGENCY PLAN IN THE EVENT THAT A MODERATOR AND/OR POLL WORKER MUST BE REMOVED FROM THE POLLING PLACE

The Registrar of Voters' will quickly and quietly remove a moderator from the polling place when necessary. Actions which would warrant removal of the moderator could include, but not be limited to the following:

1. Not following the law as it pertains to elections,
2. Arguing with a voter or other election officials,
3. Allowing individual's to remain in the polling place after voting,
4. Leaving the polling place for long periods of time during voting hours,
5. Refusing voters the right to view the process at the close of the polls,
6. Providing the election results in a manner which reflects bias towards a candidate and/or their party affiliation, etc.

The Moderator and Registrar of Voters' will quickly and quietly remove a poll worker from the polling place when necessary. Actions which would warrant removal of a poll worker could include, but not be limited to the following:

1. Not following the law as it pertains to elections,
2. Arguing with a voter or other election officials,
3. Allowing individuals to wear clothing not appropriate,
4. Assisting a voter as to how to vote their ballot,
5. Intimidation towards a voter,
6. Leaving the polling place for long periods of time during voting hours,
7. Either verbally or through gestures exhibit a bias towards a particular candidate,
8. Show disrespect towards voters and candidates registered under another political affiliation,
9. Detain a voter unnecessarily, etc.

EMERGENCY PLAN IN THE EVENT OF A SHORTAGE OF BALLOTS

Moderator will direct Ballot Clerk to inform him/her when the number of ballots available reaches 500. Depending on the time of day, the Moderator shall determine if additional ballots are needed. A representative poll worker of each major party shall bring a ballot to the Town Clerk for copying. The Town Clerk shall supply the represented amount of ballot copies, each stamped with the Town seal. Voters using these ballots will be directed to use the auxiliary bin~~d~~.

EMERGENCY PLAN IN THE EVENT OF A SHORTAGE OF POLL WORKERS.

Registrars' shall maintain a list of possible poll worker replacements and their contact information. All workers will be cross-trained for different work positions.

EMERGENCY PLAN IN THE EVENT OF A MACHINE MALFUNCTION

The Tabulator Tender and Moderator will assess problem. During this time, voter ballots will continue to be placed in auxiliary bin. If repair is not possible, a backup tabulator shall be put into service.

EMERGENCY PLAN IN THE EVENT OF DISORDER

Moderator will immediately contact Police. The Moderator will secure the voting location and workers per direction of the emergency personnel.

AGENDA
ITEM # 8b

This document contains the text of Secretary of the State regulations concerning

Emergency Contingency Model Plan for Elections
(Sections 9-174a-1 to 9-174a-34)

This document was created by the Office of the Secretary of the State and is provided for the convenience of the reader. This document is not the official version of these regulations.

The official printed edition of the *Regulations of Connecticut State Agencies* is available for purchase from the State of Connecticut Judicial Branch, Commission on Official Legal Publications, and for public reference use at the Connecticut State Library and the State of Connecticut Judicial Branch Law Libraries.

In the event of inconsistency between this document and the text of the official printed edition of the *Regulations of Connecticut State Agencies*, the text appearing in the printed edition shall serve as the official version.

Sec. 9-174a-1. Emergency Contingency Model Plan for Elections
Sections 9-174a-2 to 9-174a-34, inclusive, of the Regulations of Connecticut State Agencies constitute the Emergency Contingency Model Plan for Elections. This model plan contains the suggested contingency plan of the Office of the Secretary of the State that the registrars of voters for each municipality may adopt.

(Adopted effective September 28, 2012)

Sec. 9-174a-2. Preparation of voting tabulator machines
The registrars of voters shall ensure that the voting tabulator machines are prepared for each election, primary, or referenda day pursuant to sections 9-242a-1 to 9-242a-28, inclusive, of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-3. Replacement pool of poll workers
The registrars of voters shall identify a replacement pool of poll workers who can be deployed to any polling location in the municipality in order to replace poll workers who are unable to work on election, primary, or referenda day or to alleviate overburdened polling locations. The registrars of voters shall identify replacement poll workers for each different position at the polling locations within a municipality. On the day of the election, primary or referenda, the registrars of voters shall contact each replacement worker not later than one hour prior to the opening of polls to confirm availability.

(Adopted effective September 28, 2012)

9-174a-4. Communication with registrars of voters
Moderators and other poll workers shall contact the registrars of voters in the event any such moderator or poll worker is unable to work on the day of an election, primary or referenda. Moderators shall contact the registrars of voters in the event that additional poll workers are needed at a location.

(Adopted effective September 28, 2012)

Sec. 9-174a-5. Alternate polling locations
The registrars of voters shall identify alternate polling locations that can be utilized in the event that a polling location becomes unavailable on election, primary, or referenda day. The registrars of voters shall contact the facility management staff for each of these alternate polling locations and ensure that the location is reserved for the registrars of voters' use on election, primary, or referenda day.

(Adopted effective September 28, 2012)

Sec. 9-174a-6. Fire safety compliance
The registrars of voters shall ensure that each polling location is in compliance with local fire safety ordinances, and all fire safety equipment, including, but not limited to, fire extinguishers, sprinklers and fire alarms, within each polling location has been inspected and is in working order as per local fire safety ordinances.

(Adopted effective September 28, 2012)

Sec. 9-174a-7. Contact Information

The registrars of voters shall create a list of contact information for each moderator. Such list shall be part of the emergency plan and shall include each of the following:

(1) Contact information for the moderator and all other poll workers, including replacement poll workers.

(2) A list of emergency resources such as generators and temporary lighting available in the facility or municipality in the event of a power outage and contact names and numbers for providing those resources.

(3) A list of emergency contact numbers for the local police and fire departments or other officials responsible for public safety in the municipality, emergency management, the phone company, the power supplier and other applicable utilities that service the polling location.

(4) A list of emergency contacts and phone numbers for facility managers or their designees in the event the polling location is locked or otherwise inaccessible or there are facility hazards that need to be addressed on election, primary, or referenda day.

(Adopted effective September 28, 2012)

Sec. 9-174a-8. Information provided to public officials

The registrars of voters shall provide a complete list of polling locations, including potential alternate polling locations, to the local police and fire departments or other officials responsible for public safety in the municipality. The registrars of voters shall include in the list each of the following: the name and address of each location, the name of the moderator responsible for each polling location, a contact number for each moderator, the name of the facility manager or designee for each polling location, and the contact number for each facility manager or designee.

(Adopted effective September 28, 2012)

Sec. 9-174a-9. Final review of plan with moderator

The registrars of voters shall provide a final copy of the plan created by sections 9-174a-2 to 9-174a-34 of the Regulations of Connecticut State Agencies to the moderator for each polling location and review the final plan with the moderator. The moderator shall bring this copy to the polling location on the day of the election, primary, or referenda. The registrars of voters also shall maintain one copy of each of the plans for the municipality.

(Adopted effective September 28, 2012)

Sec. 9-174a-10. Spare ballots

The registrars of voters shall withhold and keep in the registrars of voters' office a number of spare paper ballots for each unique voting district. The registrars of voters shall use these reserved ballots to make additional copies or shall provide these reserved ballots to any polling location that requires additional paper ballots. The registrars of voters or such registrar's designee shall, not later than one day prior to each election, primary, or referenda, determine if there is a copy machine available at any polling location. If so, the registrars of voters or such registrar's designee shall ensure that such machine can be accessed, that it is working, and that there is an adequate supply of the

appropriate size paper available. The registrars of voters or such registrar's designee shall ensure that a few test copies are made to check that the ballots are printing properly.

(Adopted effective September 28, 2012)

Sec. 9-174a-11. Emergency provisions

The registrars of voters shall supply emergency provisions for each polling location and provide these to each moderator. These emergency provisions shall include, but are not limited to, at least two flashlights, a first aid kit and manual, a battery operated radio, extra batteries and hand sanitizer. Prior to the opening of polls, each moderator shall retrieve these provisions and any other materials or supplies needed pursuant to the plan established in accordance with sections 9-174a-2 to 9-174a-34 of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-12. Review of polling locations

Not later than one day prior to each election, primary, or referenda held in the municipality, the registrars of voters shall contact the facility management staff responsible for each polling location, visit each polling location to ensure the location can be accessed, review the status of the polling location to ensure that all materials are in proper working order, and ensure that the appropriate person is available to open the polling location or the moderator has obtained the key to the polling location from the registrars of voters.

(Adopted effective September 28, 2012)

Sec. 9-174a-13. Severe weather alert

Not later than one day prior to each election, primary, or referenda held in the municipality, the registrars of voters and moderators shall review the national weather service reports. If severe weather is likely to be present in the municipality on election, primary, or referenda day, the registrars of voters shall determine a plan of action to ensure poll workers are able to arrive at and access their assigned polling locations. The registrars of voters shall be responsible for overseeing the implementation of the plan.

(Adopted effective September 28, 2012)

Sec. 9-174a-14. Moderator duties prior to opening

Not later than one hour before the polls open on election, primary, or referenda day, the moderator shall perform each of the following:

(1) Review the plan established pursuant to sections 9-174a-2 to 9-174a-34 of the Regulations of Connecticut State Agencies with the poll workers.

(2) Designate another poll worker to oversee the execution of any emergency procedure, in the event the moderator is unavailable or otherwise incapacitated.

(3) Assign accountability for securing voting materials during an emergency. The moderator shall instruct the poll worker assigned accountability for securing the voting materials that such poll worker shall secure such materials in the event of an emergency, only if time and conditions permit.

(4) Assign accountability to a poll worker who shall, upon notification of an emergency situation, note which voters have been checked through but have not yet voted The

moderator shall instruct the poll worker that this task shall be completed in the event of an emergency, only if time and conditions permit.

(5) Point out the location of fire extinguishers, fire alarms, emergency exits, the place of shelter and the predetermined assembly point outside of the polling location.

(6) Ensure that all emergency exits are free of obstructions.

(7) Reserve ten ballots to be used in the event that there are ballot shortages and additional copies must be made for a hand count. The ballots shall be appropriate for the voting district.

(8) If available, identify two fully charged cell phones that shall be used in case of an emergency.

(9) Check the facility for any potential hazards and if necessary, alert the facility management staff responsible for addressing any such hazards.

(10) Ensure that any facility-specific backup equipment such as a generator or temporary lighting is accessible.

(Adopted effective September 28, 2012)

Sec. 9-174a-15. Report of any execution of the Emergency Contingency Plan

Following the execution of any portion of the Emergency Contingency Plan at a polling location, the moderator for that polling location shall forthwith submit a written report to the registrars of voters which includes, but is not limited to, the nature of the emergency, the actual process invoked to address the emergency, and an assessment of the efficacy of the process.

(Adopted effective September 28, 2012)

Sec. 9-174a-16. Unavailable polling location

In the event a polling location becomes unavailable, the registrars of voters shall perform each of the following:

(1) Establish an alternative polling location pursuant to section 9-174a-5 of the Regulations of Connecticut State Agencies and notify the moderator and other poll workers.

(2) Contact the facility management staff for the alternate polling location in order to open the building.

(3) In consultation with the moderator, ensure that the polling location is properly set up to conduct election, primary or referenda. Ensure that voting equipment is tested and functions properly or that sufficient paper ballots are available.

(4) Notify voters of the new polling location.

(Adopted effective September 28, 2012)

Sec. 9-174a-17. Accounting of remaining ballots

Throughout election, primary, or referenda day, on an hourly basis, the moderator shall keep an accounting of the number of ballots used and the number remaining that are available to be used. If more ballots have been used than were originally anticipated or a shortage seems likely, the moderator shall immediately follow the ballot shortage procedure pursuant to section 9-174a-18 of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-18. Ballot shortage
In the event of a ballot shortage, the moderator shall perform each of the following:
(1) Immediately alert the poll workers to the situation.
(2) Immediately notify the registrars of voters.
(3) (A) If available, use the onsite copier to print additional ballots to be used for a hand count, or (B) have additional ballots printed at an offsite document printing facility.
(4) Request additional paper ballots from the registrars of voters.
(Adopted effective September 28, 2012)

Sec. 9-174a-19. Voting tabulator machine malfunction
The registrars of voters shall incorporate the provisions of section 9-242a-12 and section 9-242a-16 of the Regulations of Connecticut State Agencies into a written procedure, to be followed in the event a voting tabulator machine malfunctions. The moderator shall follow the written procedure established under this section in the event a voting tabulator machine malfunctions.
(Adopted effective September 28, 2012)

Sec. 9-174a-20. Help America Vote Act compliant voting machine malfunction
In the event of a malfunction of the Help America Vote Act compliant voting machine, the moderator shall perform each of the following:
(1) Consult any literature provided by the manufacturer of the Help America Vote Act compliant voting machine or the Office of the Secretary of the State on which malfunctions can be repaired by poll workers and which require service. If appropriate, attempt to resolve the problem based on the instructions provided.
(2) If unable to resume vote by the Help America Vote Act complaint voting machine, consult with the registrars of voters to determine the availability of any spare machines or the steps for voting using paper ballots.
(3) Alert the poll workers to the situation.
(Adopted effective September 28, 2012)

Sec. 9-174a-21. Shortage or absence of poll workers
In the event of a shortage of pollworkers, the moderator shall perform each of the following:
(1) Immediately notify the registrars of voters using the procedure pursuant to section 9-174a-4 of the Regulations of Connecticut State Agencies.
(2) Upon the arrival of any replacement poll worker, familiarize the replacement poll worker to the polling location.
(3) Notify the registrars of voters when the replacement poll worker has arrived or in the event the replacement poll worker has not arrived in a reasonable amount of time.
(Adopted effective September 28, 2012)

Sec. 9-174a-22. Absence of moderator
In the event a moderator fails to report to a polling location, the present poll workers shall perform each of the following:

(1) Notify the registrars of voters using the procedure pursuant to section 9-174a-4 of the Regulations of Connecticut State Agencies.
(2) Upon the arrival of the replacement moderator, familiarize the replacement moderator to the polling location and the Emergency Contingency Plan.

(Adopted effective September 28, 2012)

Sec. 9-174a-23. Replacement of moderator

In the event that a moderator may need to be relieved of duty, the registrars of voters shall perform each of the following:

(1) Evaluate the moderator's ability to perform the designated responsibilities.
(2) In the event the existing moderator is unable to perform the designated duties, tell the moderator that the moderator is being relieved of the moderator's duties and tell the moderator to leave the premises.
(3) Once the existing moderator has left the premises, immediately designate a replacement moderator from the pool of replacement poll workers and notify the replacement moderator where to report.
(4) Upon the arrival of the replacement moderator, familiarize the replacement moderator to the polling location.

(Adopted effective September 28, 2012)

Sec. 9-174a-24. Poll worker replacement

In the event that a poll worker may need to be removed on the day of an election, primary or referenda, the moderator shall perform each of the following:

(1) Evaluate the poll worker's ability to perform the poll worker's designated responsibilities.
(2) In the event an existing poll worker is unable to perform the designated duties, tell the poll worker that the poll worker is being relieved of the poll worker's duties and tell the poll worker to leave the premises.
(3) Once the existing poll worker has left the premises, immediately designate a replacement from the pool of replacement poll workers and notify the replacement poll worker where to report.
(4) Upon the arrival of the replacement poll worker, familiarize the replacement poll worker to the polling location.

(Adopted effective September 28, 2012)

Sec. 9-174a-25. Long lines at polling location

In the event of long lines at a polling location, the moderator shall perform each of the following:

(1) Contact the registrars of voters to determine if additional lines should be created to alleviate the waiting time.
(2) If it has been determined that additional lines are appropriate, consult with the registrars of voters to determine if additional poll workers from the replacement pool of poll workers should be deployed to the polling location.

(Adopted effective September 28, 2012)

Sec. 9-174a-26. Evacuation procedure

In the event that a polling location needs to be evacuated, the moderator shall perform each of the following:

(1) Alert all individuals present of the emergency situation and direct them to the predetermined assembly point.
(2) Get a headcount and use this headcount to make certain everyone present is evacuated from the polling location.
(3) Identify any individuals with disabilities and ensure that they receive assistance, if needed, to evacuate the polling location.
(4) Secure voting equipment and materials pursuant to section 9-174a-14 of the Regulations of Connecticut State Agencies.
(5) If the emergency situation has been resolved, consult with the emergency personnel and the registrars of voters to determine if the polling location can be re-entered.
(6) If the polling location can be re-entered, first notify the poll workers to return. Then, notify the voters that they can enter the polling location.
(7) If it is determined that an alternate location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-27. Loss of power at the polling location

In the event that the polling location loses power, the moderator shall perform each of the following:

(1) Alert everyone present to the situation.
(2) Contact the power supply company to determine the source of the outage and what action needs to be taken to resume power.
(3) Contact the facility management staff for the polling location to determine whether they can assist with addressing the outage.
(4) Find an alternate source of light, such as the flashlights provided with the emergency provisions that can be used to continue voting until power is restored.
(5) If it is feasible, consider using an area of the building where natural light is available or temporary lighting can be directed.
(6) If the backup power supply for the voting machine has been depleted, connect a generator.
(7) If the generator is unavailable or runs out of power, continue voting using paper ballots.

(Adopted effective September 28, 2012)

Sec. 9-174a-28. Medical emergency procedure

In the event of a medical emergency at the polling location, the moderator shall perform each of the following:

(1) Contact emergency services and follow the instructions given by emergency personnel.
(2) Stop voting operations until an assessment of the situation can be made.
(3) Determine if there is a doctor, nurse, emergency medical technician or other certified

first aid provider in the polling location that may be able to assist the ill or injured person.

(4) Keep the ill or injured person as comfortable as possible while waiting for emergency personnel to respond. Do not attempt to move the ill or injured person unless instructed to do so by a certified first aid provider or emergency personnel.

(5) Provide the responding officer or medical personnel with the details of what happened to the ill or injured person.

(Adopted effective September 28, 2012)

Sec. 9-174a-29. Smoke, fire or active alarm procedure

In the event of a smoke, fire, fire alarm or other activated alarm, the moderator shall perform each of the following:

(1) Activate the fire alarm if it is not already activated.

(2) Alert everyone present to the nature of the situation.

(3) Evacuate the polling location pursuant to section 9-174a-26 of the Regulations of Connecticut State Agencies.

(4) Contact emergency personnel.

(5) Consult with the emergency personnel and registrars of voters to determine if original polling location can be utilized.

(6) If the polling location can be re-entered, first notify the poll workers to return. Then, notify the voters that they can enter the polling location.

(7) If it is determined that an alternate polling location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-30. Gas leak procedure

In the event of a gas leak, the moderator shall perform each of the following:

(1) Immediately evacuate the polling location in accordance with section 9-174a-26 of the Regulations of Connecticut State Agencies. To limit the possibility of an explosion, warn poll workers and voters not to use telephones, fire alarms, light switches and appliances when gas is detected.

(2) Once safely outside of the building, alert emergency services and the gas company.

(3) Wait for the gas company representative and emergency personnel to arrive in order to assess the situation and determine the viability of continuing voting operations.

(4) Consult with the responding gas company representative, emergency personnel and registrars of voters to determine if original polling location can be utilized.

(5) If the polling location can be re-entered, first notify the poll workers to return. Then, notify the voters that they can enter the polling location.

(6) If it is determined that an alternate location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of the Regulations of Connecticut State Agencies.

(Adopted effective September 28, 2012)

Sec. 9-174a-31. Disorder at the polling location procedure
In the event of disorder in or around the polling location, including, but not limited to, unlawful protesting, threats of violence or rioting the moderator shall contact emergency services immediately and then follow any instructions provided by emergency personnel. The moderator shall follow the evacuation procedure pursuant to section 9-174a-26 of the Regulations of Connecticut State Agencies if evacuation is required.

(Adopted effective September 28, 2012)

Sec. 9-174a-32. Disaster procedure
In the event of any disaster, natural or otherwise, including, but not limited to, chemical emergencies, dam failures, earthquakes, exposure to hazardous materials, floods, extreme heat, hurricanes, tornados, or severe winter weather the registrars of voters shall follow the procedures in the most recent local Emergency Plan of Operations that each town or city has developed pursuant to section 28-7(a) of the Connecticut General Statutes, or subsequent state law.

(Adopted effective September 28, 2012)

Sec. 9-174a-33. Security threat procedure
In the event of any security threats near the polling location, including, but not limited to, the discovery of a suspicious object, a bomb threat, an explosion, a biological threat, a chemical threat, or a nuclear blast, the registrars of voters shall follow the procedures in the most recent local Emergency Plan of Operations that each town or city has developed pursuant to section 28-7(a) of the Connecticut General Statutes, or subsequent state law.

(Adopted effective September 28, 2012)

Sec. 9-174a-34. Nuclear disaster procedure
In the event of any threat of the release of radioactive material or any nuclear power plant emergency, the registrars of voters for any city or town designated as an emergency planning zone community or host community by the Department of Emergency Maintenance and Homeland Security, or subsequent state agency, shall follow the procedure on the most recent plans and guidelines set by the Radiological Emergency Preparedness Unit, or any subsequent division that handles radiological preparedness.

(Adopted effective September 28, 2012)

AGENDA
ITEM # 8d

Town of East Hampton, CT

Fiscal Year 2012 Four-Year Road Improvement Program

As Adopted by the Town Council on June 14, 2011

Town of East Hampton
Fiscal Year 2012 Road Improvement List

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
LONG HILL RD NO	Route 151	Route 66	0.84	0.84				Full Depth Reclaim	$184,800	$184,800
OLD CHESTNUT HILL RD	Chestnut Hill Rd	Route 196	0.72	0.72				Full Depth Reclaim	$158,400	$343,200
SMITH ST	Route 16	Walnut Ave	0.91	0.91				Overlay	$91,000	$434,200
KNOWLES RD	Route 151	End	0.09	0.09				Overlay	$9,000	$443,200
BLACKSMITH HILL RD	Route 151	End	0.31	0.31				Overlay	$31,000	$474,200
SHAD ROW	Knowles Rd	Knowles Rd	0.08	0.08				Overlay	$8,000	$482,200
SHIPYARD RD	Route 151	End	0.33	0.33				Overlay	$33,000	$515,200
BATES DR	Route 151	End	0.15	0.15				Overlay	$15,000	$530,200
COUNTRY LA	White Birch Rd	Berkshire Dr	0.41	0.41				Full Depth Reclaim	$90,200	$620,400
GLENWOOD DR	Crestwood Dr.	End	0.13	0.13				Overlay	$13,000	$633,400
CRESTWOOD DR	Brewer Rd	Chapman Rd	0.45	0.45				Full Depth Reclaim	$99,000	$732,400
BIRCHWOOD RD	Brewer Rd	Elmwood Dr.	0.26	0.26				Overlay	$26,000	$758,400
FERNWOOD DR	Brewer Rd	Chapman Rd	0.44	0.44				Full Depth Reclaim	$96,800	$855,200
Yearly Totals				5.12					$855,200	

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
ALDEN'S CROSSING RD	Route 16	Long Crossing Rd	0.19		0.19			Full Depth Reclaim	$43,890	$899,090
LONG CROSSING RD	Route 66	End	0.65		0.65			Full Depth Reclaim	$150,150	$1,049,240
HOG HILL RD	Route 151	Terp Rd	1.9		1.9			Full Depth Reclaim	$438,900	$1,488,140
BROWNING DR	Route 66	Byron Rd	0.12		0.12			Overlay	$13,200	$1,501,340
WHITTIER RD	Mark Twain Dr.	Browning Dr.	0.23		0.23			Overlay	$25,300	$1,526,640
WORDSWORTH RD	Mark Twain Dr.	Browning Dr.	0.05		0.05			Overlay	$5,500	$1,532,140
MARK TWAIN DR	Old Marlborough Rd.	Hawthorne Rd.	0.17		0.17			Overlay	$18,700	$1,550,840
CHAUCER RD	Stevenson Rd.	Emerson rd.	0.09		0.09			Overlay	$9,900	$1,560,740
HAWTHORNE RD	Emerson Rd.	Park Rd.	0.08		0.08			Overlay	$8,800	$1,569,540
EMERSON RD	Old Marlborough Rd.	Hawthorne Rd.	0.18		0.18			Overlay	$19,800	$1,589,340
BARRIE RD	Stevenson Rd.	Emerson rd.	0.07		0.07			Overlay	$7,700	$1,597,040
STEVENSON RD	Bryant Rd.	End	0.12		0.12			Overlay	$13,200	$1,610,240
BRYANT RD	Stevenson Rd.	Emerson rd.	0.12		0.12			Overlay	$13,200	$1,623,440
LAKE DR	Mott Hill Rd	White Birch Rd	0.93		0.93			Full Depth Reclaim	$214,830	$1,838,270
Yearly Totals					4.9				$983,070	

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
NORTH MAPLE ST	Route 66	End	0.62			0.62		Overlay	$68,200	$1,906,470
HURD PARK RD	Hurd Park	Town Line	0.69			0.69		Full Depth Reclaim	$166,980	$2,073,450
HOG HILL RD	Terp Rd	Route 16	0.84			0.84		Overlay	$92,400	$2,165,850
CANDLEWOOD DR	Lake Dr.	End	0.16			0.16		Overlay	$17,600	$2,183,450
SOUTH MAIN ST	Wopowog Rd	Route 16	0.69			0.69		Overlay	$75,900	$2,259,350
CHEROKEE TR	Wangonk Tr.	Namonee Tr.	0.05			0.05		Overlay	$5,500	$2,264,850
SEMINOLE TR	Wangonk Tr.	Lake Dr.	0.15			0.15		Overlay	$16,500	$2,281,350
MOHICAN TR	Wangonk Tr.	Lake Dr.	0.13			0.13		Overlay	$14,300	$2,295,650
NAMONEE TR	Wangonk Tr.	Mohawk Tr.	0.26			0.26		Overlay	$28,600	$2,324,250
SOUTH WANGONK TR	Wangonk Tr.	End	0.11			0.11		Overlay	$12,100	$2,336,350
WANGONK TR	Mohican Tr.	Namonee Tr.	0.25			0.25		Overlay	$27,500	$2,363,850
MINNETONKA TR	Wangonk Tr.	Namonee Tr.	0.1			0.1		Overlay	$11,000	$2,374,850
MOHAWK TR	Wangonk Tr.	Lake Dr.	0.17			0.17		Overlay	$18,700	$2,393,550
NAVAJO TR	Namonee Tr.	End	0.09			0.09		Overlay	$9,900	$2,403,450
PRINCESS POCOTOPAUG TR	Route 66	Namonee Tr.	0.15			0.15		Overlay	$16,500	$2,419,950
SEQUONIA TR	Namonee Tr.	Namonee Tr.	0.08			0.08		Overlay	$8,800	$2,428,750
TERP RD	Hog Hill Rd.	End	0.49			0.49		Overlay	$53,900	$2,482,650
BAY RD	Spellman's Point Rd.	End	0.38			0.38		Overlay	$41,800	$2,524,450
Yearly Totals						5.41			$686,180	

Town of East Hampton
Fiscal Year 2012 Road Improvement List

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
SPELLMAN'S POINT RD	Lake Dr.	Bay Rd	0.4				0.4	Full Depth Reclaim	$102,000	$2,626,450
COLLIE BROOK RD	Wopowog Rd	Tartia Rd.	1.35				1.35	Full Depth Reclaim	$344,250	$2,970,700
CRESCENT ST	Barton Hill Rd	End	0.17				0.17	Overlay	$19,550	$2,990,250
LAKE BLVD	Woodland St.	North Main St.	0.16				0.16	Overlay	$18,400	$3,008,650
ELLIS RD	Barbara Ave.	End	0.07				0.07	Overlay	$8,050	$3,016,700
BELLEVUE ST	Barbara Ave.	Lake Blvd.	0.07				0.07	Overlay	$8,050	$3,024,750
BOBBYS RD	North Main St.	End	0.08				0.08	Overlay	$9,200	$3,033,950
BARBARA AV	North Main St.	Ellis Rd	0.18				0.18	Overlay	$20,700	$3,054,650
MYRTLE RD	Barbara Ave.	End	0.09				0.09	Overlay	$10,350	$3,065,000
WOODLAND ST	Barbara Ave.	End	0.08				0.08	Overlay	$9,200	$3,074,200
KEIGHLEY POND RD	Route 151	Route 66	0.45				0.45	Overlay	$51,750	$3,125,950
DEPOT HILL RD	Route 66	Gadpouch Rd	0.89				0.89	Overlay	$102,350	$3,228,300
							3.99		$703,850	

AGENDA
ITEM # 9c

Sirois, Cathy

Subject: FW: A clean energy finance tool for buildings in East Hampton

From: Thomas Rokholt [mailto:Thomas.Rokholt@ctcleanenergy.com]
Sent: Thursday, May 30, 2013 2:31 PM
To: Weintraub, Susan; Maniscalco, Mike
Cc: Genevieve R. Sherman
Subject: A clean energy finance tool for buildings in East Hampton

Dear Chairperson Weintraub and Mr. Maniscalco,

My name is Thomas Rokholt. I work on the Property Assessed Clean Energy (C-PACE) program at Connecticut's green bank, the Clean Energy Finance & Investment Authority (CEFIA). We have been in contact with a facility in East Hampton interested in financing energy upgrades and renewable energy projects on their property through our C-PACE program.

C-PACE is a financing tool allowing for energy upgrades in buildings to be financed with third party capital and repaid through an assessment on the property tax bill. Connecticut passed enabling policy in June of 2012 and CEFIA has designed the program to attract low cost capital into our state for the purpose energy upgrades in buildings. In this way, C-PACE is an economic development tool. Energy upgrades create a more competitive environment for attracting and retaining new businesses by lowering energy costs. There are over 20 buildings covering nearly 700,000 square feet in East Hampton that are eligible for C-PACE financing.

The first step before owners can take advantage of this financing tool is for the legislative body of the town to pass a resolution enabling them to sign a legal agreement with CEFIA. Once that happens, building owners throughout East Hampton will be eligible. We currently have 30+ municipalities that have passed resolutions allowing business owners to take advantage of this financing tool. A complete list of municipalities can be found on our website at http://www.c-pace.com/site/page/view/resources

We'd love to work with East Hampton. Attached to this email, you will find: (1.) CPACE enabling legislation from PA 12-2; (2.) a sample legal agreement between interested municipalities and CEFIA; (3.) a draft resolution enabling the town to enter into the program; (4.) a presentation on C-PACE; and (5.) a fact sheet on C-PACE.

If you have any questions, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Thomas Rokholt

Thomas Rokholt
C-PACE
Clean Energy Finance and Investment Authority
300 Main Street, 4th Fl, Stamford, CT 06901
thomas.rokholt@ctcleanenergy.com
P: 860.258.7825

CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

energize CONNECTICUT

EXHIBIT A

2012 SPECIAL SESSION C-PACE

SB 501

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE)

Sec. 157. (NEW) (*Effective from passage*) (a) As used in this section:

(1) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property;

(2) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program;

(3) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units;

(4) "Benefitted property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property;

(5) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this section as security for the financing of the energy improvements;

(6) "Municipality" means a municipality, as defined in section 7-369 of the general statutes;

(7) "Benefit assessment" means the assessment authorized by this section;

(8) "Participating municipality" means a municipality that has entered into a written agreement, as approved by its legislative body, with the authority pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the authority in return for energy improvements for benefited property owners within such municipality and costs reasonably incurred in performing such duties; and

(9) "Authority" means the Clean Energy Finance and Investment Authority.

(b) (1) The authority shall establish a commercial sustainable energy program in the state, and in furtherance thereof, is authorized to make appropriations for and issue bonds, notes or other obligations for the purpose of financing, (A) energy improvements; (B) related energy audits; (C) renewable energy system feasibility studies; and (D) verification reports of the installation and effectiveness of such improvements. The bonds, notes or other obligations shall be issued in accordance with legislation authorizing the authority to issue bonds, notes or other obligations generally. Such bonds, notes or other obligations may be secured as to both principal and interest by a pledge of revenues to be derived from the commercial sustainable energy program, including revenues from benefit assessments on qualifying commercial real property, as authorized in this section.

(2) When the authority has made appropriations for energy improvements for qualifying commercial real property or other costs of the commercial sustainable energy program, including interest costs and other costs related to the issuance of bonds, notes or other obligations to finance the appropriation, the authority may require the participating municipality in which the qualifying commercial real property is located to levy a benefit assessment against the qualifying commercial real property especially benefited thereby.

(3) The authority (A) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to this section, (B) shall establish the position of commercial sustainable energy program liaison within the authority, (C) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property, (D) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and (E) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(c) Before establishing a commercial sustainable energy program under this section, the authority shall provide notice to the electric distribution company, as defined in section 16-1 of the general statutes, that services the participating municipality.

(d) If a benefitted property owner requests financing from the authority for energy improvements under this section, the authority shall:

(1) Require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing;

(2) If financing is approved, require the participating municipality to levy a benefit assessment on the qualifying commercial real property with the property owner in a principal amount sufficient to pay the costs of the energy improvements and any associated costs the authority determines will benefit the qualifying commercial real property;

(3) Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program;

(4) Impose requirements and conditions on the financing to ensure timely repayment, including, but not limited to, procedures for placing a lien on a property as security for the repayment of the benefit assessment; and

(5) Require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to this section.

(e) (1) The authority may enter into a financing agreement with the property owner of qualifying commercial real property. After such agreement is entered into, and upon notice from the authority, the participating municipality shall place a caveat on the land records indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for such property.

(2) The authority shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program established by this section, including risks related to the failure of the property owner to pay the benefit assessment. The authority shall disclose to the property owner the effective interest rate of the benefit assessment, including fees charged by the authority to administer the program, and the risks associated with variable interest rate financing. The authority shall notify the property owner that such owner may rescind any financing agreement entered into pursuant to this section not later than three business days after such agreement.

(f) The authority shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount at the time the benefit assessment is made. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies.

(g) Benefit assessments levied pursuant to this section and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. Such lien shall be levied and collected in the same manner as the property taxes of the participating municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities. Each such lien may be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the municipality on real property, which lien for taxes shall have priority over such benefit assessment lien.

(h) Any participating municipality may assign to the authority any and all liens filed by the tax collector, as provided in the written agreement between the participating municipality and the authority. The authority may sell or assign, for consideration, any and all liens received from the participating municipality. The consideration received by the authority shall be negotiated between the authority and the assignee. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the authority and the participating municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to this section and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY ("C-PACE") AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2013, by and between the City of _____, **CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

WHEREAS, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Authority and the Municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.

(d) "Benefitted property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Authority.

(a) **Program Requirements**. Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
    A. the date of the financing agreement,
    B. the outstanding amount of the financing,
    C. the total principal balance and accrued interest outstanding, and
    D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements**. If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project**. The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) **Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property especially

benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority or the Municipality, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) **Collection of Delinquent Payments.**

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) **Promotion of Program; Assistance for Authority Financing; Payment to Municipality.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Authority agrees to pay the Municipality annually a fee of $500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Authority shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees, to the extent of available proceeds derived from the benefit assessments, from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Authority's officers, employees and agents under this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Authority, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

Section 6 -Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 5 of this Agreement.

Section 7 - Miscellaneous Provisions.

(a) **Assignment or Transfer**. Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination**. After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability**. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices**. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

_____

_____

_____

_____

If to the Authority:

Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, Connecticut 06067
Attention: General Counsel

(g) **Amendment and Waivers**. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue**. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

(i) **Entire Agreement**. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings**. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders**. To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of any applicable existing Governor Executive Orders related to this Agreement.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

CITY OF _____

_____

By: _____

Its: _____

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

By: _____
Bryan T. Garcia, President

APPROVING RESOLUTION
(Draft dated 8/16/12)

CITY/TOWN OF _____
RESOLUTION TO APPROVE
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY ("C-PACE") AGREEMENT

WHEREAS, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

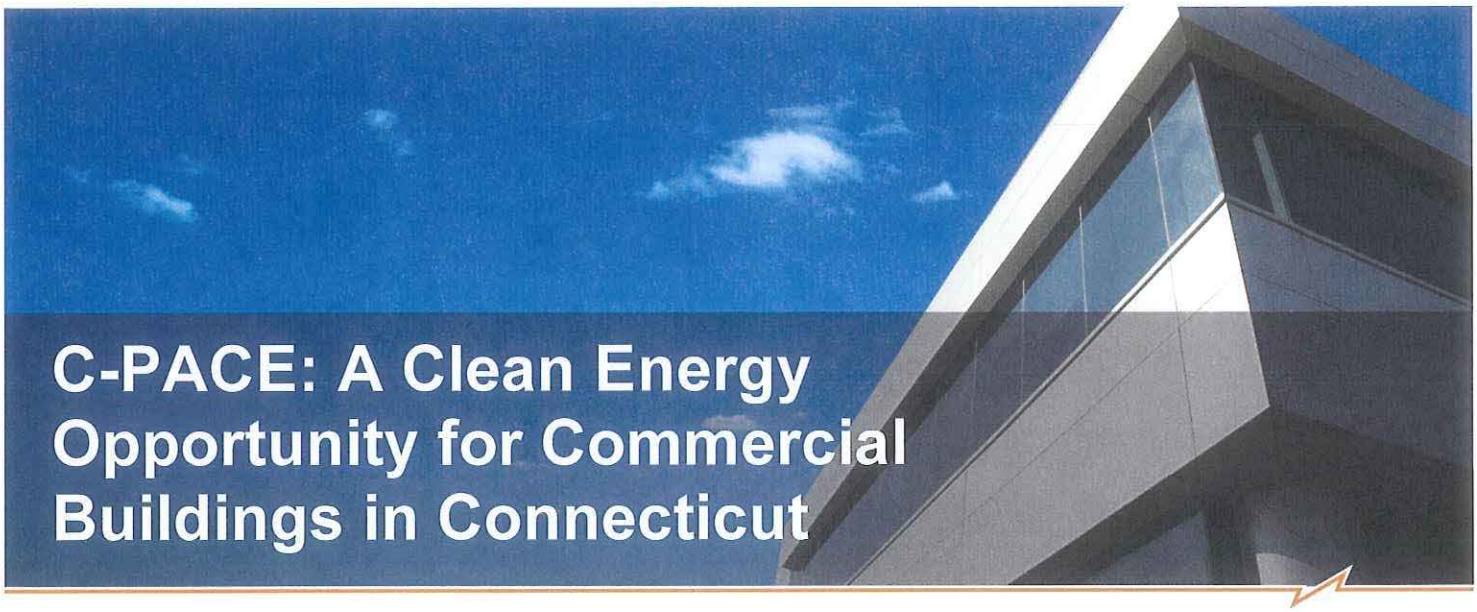
WHEREAS, the Act authorizes the Clean Energy Finance and Investment Authority (the "Authority"), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

WHEREAS, the Commercial Property Assessed Clean Energy ("C-PACE") Agreement (the "C-PACE Agreement") between the City/Town of _____ and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED:

(a) that we, the _____, constituting the legislative body of the City/Town of _____, hereby approves the C-PACE Agreement, and

(b) that _____ is hereby authorized and directed, on behalf of the City/Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.



C-PACE: A Clean Energy Opportunity for Commercial Buildings in Connecticut

Commercial & Industrial Property Assessed Clean Energy (C-PACE)

In 2013, Connecticut launched Commercial & Industrial Property Assessed Clean Energy or "C-PACE", an innovative financing model that will allow building owners across the state to access cleaner, cheaper, and more reliable energy. Hundreds of millions of dollars in energy upgrades are possible in Connecticut and C-PACE will enable our state to access the private capital to finance it. C-PACE is a state-wide program administered by the Clean Energy Finance and Investment Authority (CEFIA) and any interested municipalities can opt-in through an agreement with CEFIA.

How does C-PACE financing work?

C-PACE allows interested property owners to access financing to undertake qualifying energy efficiency and clean energy improvements on their buildings and repay the investment through an additional charge ("assessment") on their property tax bill. Similar to a sewer tax assessment, capital provided under a C-PACE program is secured by a lien on the owner's property tax bill and paid back over time. Like other benefit assessments, C-PACE is a non-accelerating, senior lien secured by the property. The repayment obligation transfers automatically to the next owner if the property is sold. Because the payment is tied to the property tax, low interest capital can be raised from the private sector with no government financing required. This arrangement spreads the cost of clean energy improvements – such as energy efficient boilers, upgraded insulation, new windows, or solar installations – over the expected life of the measure.

How do building owners benefit?

C-PACE helps building owners minimize the investment, installation, and performance risk of energy upgrades, while they enjoy lower operating costs, improved asset value, market competitiveness, and compliance with energy mandates.

- **Lack capital for energy improvements?** C-PACE provides 100% upfront, long-term financing to property owners for qualified energy upgrades. That means no money down. Audits, construction costs and M&V can be wrapped into C-PACE financing.
- **Plan to sell building?** The C-PACE tax obligation is attached to the property and transfers to the new owner. Payments do not accelerate in case of default.
- **Insufficient payback?** The C-PACE program requires projects to be cash flow-positive. Financing is structured so that energy savings more than offset the additional property tax assessment. Deeper energy upgrades and related capital improvements are possible because the assessment is up to 20 years.
- **Uncertain of savings?** The C-PACE third party administrator reviews all projects to ensure that energy savings pay for the investment over the term of the assessment and track real vs. projected savings on an open-source data management platform.
- **Split Incentive?** As a benefit assessment repaid through the property tax bill, under typical leases C-PACE payments – as well as energy savings – can be passed along to tenants.
- **Cannot assume more debt?** As a benefit assessment repaid through the property tax bill, C-PACE is intended as an operating expense. This means owners can finance improvements while preserving capital and credit lines for core business investments.

What types of buildings are eligible?

LOCATION: The property is located within a municipality that has adopted a resolution joining the C-PACE program.

OWNERSHIP: The applicant is the legal owner of the property and all the legal owners of such property agree to participate.

PROPERTY TYPE: The property must be non-residential, or 5 or more dwelling units.

BUILDING FINANCIALS: The property must be current on property tax and assessment payments. The property owner must not have any involuntary liens, defaults, or judgments applicable to the subject property.

LENDER CONSENT: The property owner must provide evidence that the mortgage holder(s) on the property consents to the C-PACE assessment, if applicable.

What types of upgrades are eligible?

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades and controls
- High efficiency chillers, boilers, furnaces and water heating systems
- Building enclosure/envelope improvements
- Building automation (energy management) systems
- Renewable energy systems

Read more about our eligibility criteria for qualifying buildings and energy upgrades at **www.energizect.com/c-pace**

How can I access C-PACE financing?

Choose your upgrades. Work with an energy contractor to identify projects that reduce energy use or install clean energy systems.

Submit an application online at www.energizect.com/c-pace CEFIA will work with you to approve your project and secure low-cost financing.

Install project and get funding. When approved, CEFIA will request a lien to be placed on your property and funding will be dispersed.

Make Payments. Repay your C-PACE financing through a line item on your property tax bill over the course of up to 20 years. If you sell the property, the assessment stays with the building

Benefits of C-PACE Financing

C-PACE financing offers a broad range of benefits to municipalities, building owners, mortgage holders, investors and energy efficiency / renewable energy contractors. A complete discussion of these benefits can be found online at **www.energizect.com/c-pace**

For more information contact:

Jessica Bailey
Director, Commercial and Industrial C-PACE
Clean Energy Finance and Investment Authority
jessica.bailey@ctcleanenergy.com
(860) 257-2888

www.C-PACE.com