

Business Operations/Resource Management Subcommittee meeting

Thursday, September 21, 2023 6:00 PM

Meeting Access: BO/RM Subcommittee (9/21/23 at 6:00 p.m.) Web:

<https://zoom.us/j/93375742787> Dial In: (929) 205-6099 Meeting ID: 933 7574 2787, 3 Brush Hill Road, New Fairfield, CT 06812

I. CALL TO ORDER

II. APPROVAL OF THE MINUTES

II.A. August 17, 2023 - Regular

III. INFORMATION ITEMS

III.A. Monthly Summary of Budget vs. Actual
Expenditure/Encumbrances vs. Projected Year-End
Expenditure/Encumbrances Report for FY 2023-24 at August
31, 2023

III.B. Fund 19 Surplus

III.C. STEAM Room Air Conditioning

III.D. Potential Town Solar Project

IV. ACTION ITEMS

V. **OTHER**

VI. ADJOURNMENT

BOARD OF EDUCATION, NEW FAIRFIELD, CT
Business Operations/Resource Management Subcommittee Meeting

Name of Subcommittee: BO/RM Meeting type: Regular
Date of Meeting: 8/17/23 Minutes submitted by: K. LaTourette
Members present: Kim LaTourette, Ed Sbordone, Amy Johnson (*arrived 6:04 p.m.*)
Members absent: Greg Flanagan
Other attendees: Ken Crow, Carrie DePuy
Place of meeting: Meeting Access: BO/RM Subcommittee (8/17/23 at 6:00 p.m.)
Web: <https://zoom.us/j/94527415133> Dial In: (929) 205-6099 Meeting ID: 945 2741 5133

Meeting called to order: 6:01 p.m. The zoom guidelines were read by the host.

II. Approval of Minutes

A. June 22, 2023 – Regular - Minutes are approved by consensus.

MOTION: Made by: Ed Sbordone **Seconded by:** Kim LaTourette
At 6:10pm Ed made a motion to approve the minutes of June 22, 2023, Kim seconded.
Recording of vote: All in favor. (There was a quorum at this time.)

III. INFORMATION ITEMS

A. Monthly Summary of Budget vs. Actual Expenditure/Encumbrances vs. Projected Year-End Expenditure/Encumbrances Report for FY 2022-23 at June 30, 2023 – Carrie DePuy reported that we are flat and there are narratives included in the report attached. We did use grants to offset utility costs and were awarded other costs. We used the heating grant in its entirety. It was \$36,000 and the other grants were around \$30,000. ELC tuition is recorded as well.

*Amy Johnson joined the meeting at 6:04 .pm.

Ed asked if we used the IDEA grant and Carrie said that we did not. Carrie will be closing out POs next week and will close in on the number. Thora Perkins asked for an explanation on Line 8002 - Special Education. She did not understand the reason at the end. Unanticipated leave and a death needed to be covered and consulting was used more than anticipated.

B. Google Vault Reconciliation – All is good.

C. Food Services Update – Our food service is a 5-year contract, and year to year it needs to be approved for the state. We will continue with the same company. We will not be guaranteed the \$24,000 profit due to the additional cafeteria. For the start of the school year, breakfast will be free for all students. Lunch will be free for families that receive free and reduced only. They will be able to receive one meal and then pay for any additional meals. This is a recent change from the state. The free breakfast may be for the entire school year. We do not anticipate any other meals being free for all students like last year. Carrie will be sending out a communication to families soon.

D. Building Project and Facilities Updates – Carrie DePuy reported that the flooring for MS and the three air conditioners for MHHS are complete. We had our 11-month walk through at CONS/MHHS. The HS project is on time and on budget. James will provide an update and pictures at the regular BOE meeting. The first day for staff will be August 30th and everyone will be able to meet in the new HS theater. HS teachers can go in to set up rooms on the 28th and 29th. The ribbon cutting is scheduled for Saturday, September 23rd.

E. Building Use Fees - We do have a new gym and auditorium. We will need to update the policy and the fees may need to be adjusted. We want to make sure our new equipment is safe if these areas are used.

IV. ACTION ITEMS - none

V. OTHER - Ed mentioned bringing the year-end review to the full board so that everyone can see the full schedule and numbers throughout the entire school year.

VI. ADJOURNMENT

Motion to adjourn: Made by: Ed Sbordone
Recording of vote: Aye – Unanimous

Seconded by: Kim LaTourette
Meeting adjourned at: 6:22 p.m.

New Fairfield Board of Education
Summary of Budget vs. Actual for Payroll & Non-Payroll Accounts
Fiscal 2023-2024 as of August 31, 2023

	Approved Budget	2023-2024 Adjusted Budget	Year-to-Date Expenditure	Percent Expended	Current Encumbrances	Percent Encumbered	2023-2024 Remaining Unexpended	Percent Committed
Regular Education - Non-Payroll								
2000 Consolidated	67,102	67,102	9,838	14.7%	33,481	49.9%	23,783	64.6%
3000 Meeting House Hill	76,863	76,863	17,344	22.6%	19,050	24.8%	40,469	47.3%
4000 Middle School	61,657	61,657	3,823	6.2%	24,134	39.1%	33,700	45.3%
5000 High School	232,317	232,317	5,431	2.3%	90,561	39.0%	136,324	41.3%
5500 Athletics	177,250	177,250	47,822	27.0%	138,558	78.2%	(9,130)	105.2%
6000 Districtwide	1,978,520	1,978,520	546,710	27.6%	0	0.0%	1,431,810	27.6%
6100 Board of Education	30,850	30,850	24,441	79.2%	5,151	16.7%	1,258	95.9%
6200 Central Office	126,487	126,487	10,457	8.3%	14,819	11.7%	101,211	20.0%
6300 Fiscal Services	371,357	371,357	28,735	7.7%	0	0.0%	342,622	7.7%
6400 Human Resources	58,100	58,100	1,029	1.8%	3,128	5.4%	53,943	7.2%
6500 Technology	726,899	726,899	175,336	24.1%	291,508	40.1%	260,055	64.2%
6600 Pupil Transportation	1,506,038	1,506,038	0	0.0%	0	0.0%	1,506,038	0.0%
6700 Business Machines	133,598	133,598	17,897	13.4%	89,484	67.0%	26,218	80.4%
6800 Utilities	1,118,120	1,118,120	30,251	2.7%	62,775	5.6%	1,025,094	8.3%
7000 Curriculum	121,023	121,023	69,164	57.1%	29,574	24.4%	22,285	81.6%
7001 Enrichment Services	7,988	7,988	0	0.0%	0	0.0%	7,988	0.0%
9000 Buildings & Grounds	674,025	674,025	93,877	13.9%	382,959	56.8%	197,189	70.7%
Subtotal - Reg Ed - Non-P/R	7,468,194	7,468,194	1,082,156	14.5%	1,185,181	15.9%	5,200,857	30.4%
Special Education - Non-Payroll								
8001 SPED - Admin/Central	146,191	146,191	0	0.0%	5,395	3.7%	140,796	3.7%
8002 SPED - Contracted Svcs	261,198	261,198	0	0.0%	58,800	22.5%	202,398	22.5%
8003 SPED - Out of District	2,584,349	2,584,349	0	0.0%	1,065,860	41.2%	1,518,489	41.2%
8004 SPED - Transportation	1,624,903	1,624,903	0	0.0%	76,770	4.7%	1,548,133	4.7%
8005 SPED - Program Costs	69,939	69,939	4,052	5.8%	13,485	19.3%	52,402	25.1%
8006 PPS - Other Programs	24,075	24,075	0	0.0%	17,626	73.2%	6,449	73.2%
Subtotal - Special Ed - Non-P/R	4,710,655	4,710,655	4,052	0.1%	1,237,937	26.3%	3,468,666	26.4%
TOTAL NON-PAYROLL	12,178,849	12,178,849	1,086,208	8.9%	2,423,117	19.9%	8,669,524	28.8%
TOTAL PAYROLL	27,981,554	27,981,554	1,079,066	3.9%	20,242,373	72.3%	6,660,115	76.2%
TOTAL OPERATING BUDGET	40,160,403	40,160,403	2,165,274	5.4%	22,665,490	56.4%	15,329,639	61.8%

YTD AUGUST 2022	2,675,117
YTD AUGUST 2021	2,183,296

New Fairfield Solar Field

Proposed: Install solar field on retired dump site.

Project Objective: Offset 100% of the Board of Education and Town's electric consumption.

Highlights:

- Project would be financed with an authorized municipal loan - the town would be cashflow positive from day 1.
- Thanks to the Inflation Reduction Act, New Fairfield is eligible for more than \$2 million in direct federal payment.
- Turnkey project cost includes installing new poles to connect the solar array to 3-phase power.
- Greenleaf is still building out proposals for the high school and Middle School roofs.

Next Steps: New Fairfield to execute Letter of Intent with development fee. This will allow Greenleaf to move forward with engineering and formal development.

Project Specifications	
System Size (KWs) DC	2630
First Year kWh production	3,504,000
Utility kWh cost or Tariff	\$ 0.1225
Financed Amount (with closing fees)	\$ 6,910,888
Total Tax Credits and Depreciation	\$ 2,073,266
First Year Tariff Benefit	\$ 214,620
Roof Cost	\$ -
Net Solar PV System Cost after Incentives	\$ 4,623,002

25 Year Operating Income Increase	
\$	6,074,610

Year	Capital Needed	System Production	Utility Rate	Savings/ Revenue	Other Incentive (RECs)	Loan Payment	Investment Tax Credit	State/Fed Depreciation	Total Annual Increase	Cumulative
1	0	3,504,000	\$ 0.1225	\$ 214,620	\$ -				\$ 214,620	\$ 214,620
2		3,489,984	\$ 0.1256	\$ 438,211	\$ -	\$ (552,534)		\$ -	\$ (114,323)	\$ 100,297
3	\$ (2,073,266)	3,476,024	\$ 0.1287	\$ 447,370	\$ -	\$ (371,898)	\$ 2,073,266	\$ -	\$ 75,472	\$ 175,769
4		3,462,120	\$ 0.1319	\$ 456,720	\$ -	\$ (371,898)		\$ -	\$ 84,822	\$ 260,591
5		3,448,271	\$ 0.1352	\$ 466,265	\$ -	\$ (371,898)		\$ -	\$ 94,368	\$ 354,959
6		3,434,478	\$ 0.1386	\$ 476,010	\$ -	\$ (371,898)		\$ -	\$ 104,112	\$ 459,071
7		3,420,740	\$ 0.1421	\$ 485,959	\$ -	\$ (371,898)		\$ -	\$ 114,061	\$ 573,132
8		3,407,058	\$ 0.1456	\$ 496,115	\$ -	\$ (371,898)			\$ 124,218	\$ 697,350
9		3,393,429	\$ 0.1493	\$ 506,484	\$ -	\$ (371,898)			\$ 134,586	\$ 831,936
10		3,379,856	\$ 0.1530	\$ 517,070	\$ -	\$ (371,898)			\$ 145,172	\$ 977,108
11		3,366,336	\$ 0.1568	\$ 527,876	\$ -	\$ (371,898)			\$ 155,979	\$ 1,133,087
12		3,352,871	\$ 0.1607	\$ 538,909	\$ -	\$ (371,898)			\$ 167,011	\$ 1,300,098
13		3,339,459	\$ 0.1647	\$ 550,172	\$ -	\$ (371,898)			\$ 178,274	\$ 1,478,373
14		3,326,101	\$ 0.1689	\$ 561,671	\$ -	\$ (371,898)			\$ 189,773	\$ 1,668,146
15		3,312,797	\$ 0.1731	\$ 573,410	\$ -	\$ (371,898)			\$ 201,512	\$ 1,869,658
16		3,299,546	\$ 0.1774	\$ 585,394	\$ -	\$ (371,898)			\$ 213,496	\$ 2,083,154
17		3,286,348	\$ 0.1819	\$ 597,629	\$ -	\$ (371,898)			\$ 225,731	\$ 2,308,885
18		3,273,202	\$ 0.1864	\$ 610,119	\$ -	\$ (371,898)			\$ 238,221	\$ 2,547,107
19		3,260,110	\$ 0.1911	\$ 622,871	\$ -	\$ (371,898)			\$ 250,973	\$ 2,798,080
20		3,247,069	\$ 0.1958	\$ 635,889	\$ -	\$ (371,898)			\$ 263,991	\$ 3,062,071
21		3,234,081	\$ 0.2007	\$ 649,179	\$ -	\$ (371,898)			\$ 277,281	\$ 3,339,352
22		3,221,144	\$ 0.2057	\$ 662,747	\$ -	\$ -			\$ 662,747	\$ 4,002,098
23		3,208,260	\$ 0.2109	\$ 676,598	\$ -	\$ -			\$ 676,598	\$ 4,678,696
24		3,195,427	\$ 0.2162	\$ 690,739	\$ -	\$ -			\$ 690,739	\$ 5,369,435
25		3,182,645	\$ 0.2216	\$ 705,175	\$ -	\$ -			\$ 705,175	\$ 6,074,610
Totals	(2,073,266)	83,521,357		\$ 13,693,200	\$ -	\$ (7,618,590)	\$ 2,073,266	\$ -	\$ 6,074,610	\$ 6,074,610

Solar Energy System Letter of Intent

This Letter of Intent (“LOI”) is made as of 9/12/2023 (the “Effective Date”), by and between **Greenleaf Energy Solutions, LLC**, a Connecticut limited liability company (“GES”), with its principal place of business at 119 Hawley Road, Oxford, CT 06478, and **The Town of New Fairfield** (“Customer”), with its principal place of business at **15 North Granby Road, Granby, CT 06035**, (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

GES provides, energy engineering, efficiency, and solar energy facility development services, and the Customer is the owner of certain real properties located at:

- **33 Bigelow Road, New Fairfield, CT 06812**

(the “Site”), is a distribution customer of **Eversource** (the “Utility”), and desires that GES design, construct and install a solar generating facility on the Site.

The Parties agree as follows:

1. Energy and Solar Feasibility Study: (The “ESFS”) The Parties intend to explore the feasibility, through Energy and Solar Feasibility Study provided by GES for the Proposed Transaction. The ESFS provides a reasonably detailed scope of solar services, including solar array size, design, engineering, including ancillary equipment, metering, necessary interconnections, applications, and permitting necessary as conceptualized in Appendix A.

2. Funding: In conjunction with the internal ESFS, Customer and GES shall work to determine appropriate funding for the project as a purchase, lease, power purchase agreement, or C-PACE financing. GES will provide documentation and analysis for funding options and help facilitate any third-party negotiations.

3. Performance Bond: A performance bond will be required with submission of the application to the utility tariff program. The sum is required from the customer for the performance bond prior to GES’s submission of the Tariff application. This performance bond is refunded if the project is not selected, the project is not able to interconnect or once the project is completed. The cost of the performance bond is based on the system size at \$25.00 per kilowatt AC.

Project Total System Size (kW AC): 2,000
Estimated Performance Bond Amount: \$50,000.00
Customer Responsible for: \$50,000.00

4. Definitive Agreements: Following receipt of the Tariff Award and prior to further validation of the ESFS and securing a solar funding solution, the Parties agree to execute definitive agreements that will govern the Proposed Transaction and will contain those terms customary for a transaction of this type (the “Definitive Agreements”). The Definitive Agreements will supersede this LOI.

5. Exclusivity & Site Control: Until the earlier of eighteen (18) months from the Effective Date and the execution of the Definitive Agreements, Customer will not, and will not cause or permit any of its representatives to, (i) solicit, encourage or initiate proposals, inquiries or offers from, participate in

negotiations with, or provide any material information to, any person (other than GES or its representatives or any government entities concerning the Proposed Transaction) concerning a solar energy project at the Site; or (ii) enter into any transaction with any person other than GES concerning the design, development, and operation of a solar energy project at the Site. The Parties acknowledge and agree that, before executing this LOI and during the term of this LOI, GES has and will incur expenses to develop, produce and provide the ESFS. GES respectfully requests a development fee of \$15,000.00.

6. Utility: Notwithstanding the above, the Parties acknowledge that their desire to pursue the Proposed Transaction as contemplated under this LOI is dependent upon approval by the Utility. Upon notification of Tariff program acceptance, a performance bond is due to secure the winning tariff bid. This performance bond is required within 14 days of notification and is refunded to the customer after the completion of the project. If the Proposed Transaction is not approved by the Utility for whatever reason, GES and the Customer shall have no liability.

7. Confidentiality: All information concerning each Party, the Site, and the Proposed Transaction is designated as proprietary and disclosed in confidence to the other Party during the term of this LOI, and the receiving party shall not publish or otherwise disclose it to any other entity without the prior written approval of the disclosing party. The ESFS and the information contained therein is the confidential information of GES.

8. Intellectual Property: All intellectual property prepared and created pursuant to this LOI or in the ESFS shall remain the property of GES unless otherwise agreed in the Definitive Agreements. GES shall retain the copyright of all documents prepared by it as well as ownership of any know-how, trade secrets, inventions, processes, and any other intellectual property communicated to Customer; provided, however, that, subject to due observance of any confidentiality obligations to which Customer may be subject, Customer shall be entitled to use the same, and GES hereby grants Customer a limited license to use the same, for the Proposed Transaction so long as the LOI is in effect and Customer is not in default under these terms.

9. Costs: Other than as set forth herein or in the Definitive Agreements, each Party shall be responsible for and bear all of its costs and expenses incurred in connection with the Proposed Transaction. Each Party shall indemnify the other Party against any third-party claim for payment of any finder's fee, commission, or other compensation with respect thereto.

10. Consents: Each Party agrees to seek to obtain all necessary consents and approvals, including those from governmental agencies or authorities, utilities, lenders, landlords, customers, and other third parties and to endeavor to comply with all legal or contractual requirements, for the Proposed Transaction.

11. Legal Effect of LOI: The Parties understand that except as expressly set forth herein, this LOI constitutes a non-binding statement of GES proposal with respect to the Proposed Transaction and does not contain all matters upon which agreement would need to be reached in order for the Proposed Transaction to be consummated, and therefore does not constitute a binding commitment or agreement.

Any representation to the contrary shall be void. The following sections of this LOI are binding upon the Parties: Exclusivity; Confidentiality; Intellectual Property; and Governing Law.

12. Governing Law: This LOI shall be governed by, and construed in accordance with, the internal laws of the State of Connecticut without regard to principles of conflicts of law and shall supersede any and all prior agreements between the Parties hereto with regard to the subject matter herein. No change, modification, alteration, or addition to any provision of this LOI shall be binding unless in writing and signed by an authorized representative of each of the Parties hereto.

13. Counterparts: This LOI may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their authorized representatives as of the date first set forth above.

Customer

Greenleaf Energy Solutions, LLC



Name:

Name: Kevin Siebrecht

Title: _____

Title: CEO

Date: _____

Date: 9/12/2023

Appendix A

