

DRAFT

THIRD TAXING DISTRICT
of the City of Norwalk
Special Commission Meeting
January 19, 2016

ATTENDANCE: Commissioners: Charles Yost, Chair; David Brown, Debora Goldstein
Treasurer: Dr. Michael Intrieri

STAFF: Jim Smith, General Manager; Ron Scofield, Assistant General Manager

CALL TO ORDER

Commissioner Yost called the meeting to order at 7:00 p.m. A quorum was present.

PUBLIC COMMENT

No one from the public was in attendance.

MINUTES OF MEETING – DECEMBER 7, 2015

Mr. Smith mentioned a change on page 4, under “Transcriptions,” second bullet point, 5th line – Remove the word “we” from the sentence.

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE MINUTES OF DECEMBER 7, 2015 WITH THE ABOVE CHANGE.**

**** COMMISSIONER YOST SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

DISCUSSION OF STRATEGIC PLANNING PROCESS

Mr. Smith has contacted several vendors to obtain bids for a Strategic Plan for TTD. To date, he has received four bids/proposals from an initial solicitation to six vendors. Mr. Smith would like to know where the Commission would like to go with this, i.e., timing, process, what would the Commission like to see as part of the process.

Commission Yost asked how long would this process take. Mr. Smith responded that it could take anywhere from 2 to 3 months and would probably need to have 2 additional Commission meetings solely designated for Strategic Planning. Further discussion took place and Mr. Smith

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explained some of the process to the Commission. Mr. Smith will present the bids/proposals at the next meeting in February for the Commission to review, along with his recommendation.

VOTE ON LIBRARY MASTER PLAN RECOMMENDATION

Commissioner Yost said the Commission now needs to recommend the Master Plan to the Library Board, as well as the Implementation Plan, in hopes that the Library will take it forward and implement the Plan. After the Commission recommends the Plan to the Library, it will need to be made public, i.e., TTD website, publish it or however the Commission feels it needs to be publicized.

Further discussion took place about the Foundation that will be formed and what their obligation would be to the Library.

**** COMMISSIONER GOLDSTEIN MOVED TO FORMALLY RECOMMEND THE LIBRARY MASTER PLAN TO THE ENIA. AT THE SAME TIME THE COMMISSION DOES THAT, IT SHOULD BE MADE PUBLICLY AVAILABLE VIA THE TTD WEBSITE SO THE PUBLIC CAN KEEP AN EYE ON THE DEVELOPMENTS ONCE THE HAND-OFF HAS BEEN MADE.**

**** COMMISSIONER YOST SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

VOTE ON IMPLEMENTATION PLAN PROPOSAL RECOMMENDATION

**** COMMISSIONER YOST MOVED THAT THE COMMISSION MAKE A RECOMMENDATION TO THE LIBRARY BOARD TO IMPLEMENT THE MASTER PLAN THAT HAS BEEN RECOMMENDED PER THE PROPOSAL FROM AARON COHEN ASSOCIATES, WITH ONE MODIFICATION ON PAGE 7 UNDER FEE PROPOSAL, WHICH SHOULD NOW READ "UPON SIGNATURE 'TTD' WILL PAY A RETAINER OF 5% OF THE TOTAL FEE," NOT THE 'LIBRARY.'**

Discussion took place about the where the funds will come from for the payment to Aaron Cohen Associates for the Implementation Plan. It was the consensus that the funds be taken from the District Budget line "Library Master Plan/Improvements."

**** COMMISSIONER GOLDSTEIN MADE AN AMENDMENT TO COMMISSIONER YOST'S MOTION – MOVED THAT IT BE CLEAR WHO IS PAYING FOR THE IMPLEMENTATION PLAN AND THE BUDGET FUNDS THAT WILL BE USED TO PAY FOR IT. THE MONEY WILL COME FROM THE "LIBRARY MASTER PLAN/IMPROVEMENTS" LINE ITEM FROM THE DISTRICT BUDGET IN THE AMOUNT OF \$9,700.**

**** COMMISSIONER YOST SECONDED.**

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**** COMMISSIONER GOLDSTEIN SECONDED THE ORIGINAL MOTION.
** THE MOTION PASSED UNANIMOUSLY.**

GENERAL MANAGER'S REPORT

Library Improvements – Mr. Smith asked what the Commission would like to do about the library improvements that are needed as stated in the Minutes of December 7, 2015, page 3. There was discussion about the items in question and when they should get completed. It was the consensus of the Commission that the most important item would be the repair/resurface of the front entrance steps and sidewalk as this can become a liability issue. The other items listed can possibly come under the Master Plan and be funded by the Foundation that will be formed.

CMEEC Weather Impact Report – Mr. Smith passed out a report from CMEEC which reflects TTD's loads on a monthly basis. He specifically pointed out December and what impact the mild weather has had on TTD. The overall loads for December were 24.5% lower than normal and 20.5% lower than budgeted and will have an effect on revenues.

eReliability Report – Mr. Smith passed out a report from eReliability, which TTD subscribes to. It's a tracking tool developed by APPA. The report (pie chart) shows from the period 6/1/15 to today, the number of outages the District has had and the causes for the outages. Mr. Smith explained the report to the Commission and how the outages are tracked, how many customers lost power and the duration of the outage. Outages are tracked by the number of circuits affected during the incident. This report will be handed out to the Commission approximately every six months.

During the discussion of the causes of the outages, Commissioner Yost talked about the accident on Gregory Boulevard which took down the utility pole. This area has been the scene of many other accidents in the past. He asked Mr. Smith what is planned to try to prevent future accidents occurring in the same area. Mr. Smith went on to explain that the City is working on signage for the area, as well as putting in place some bollards or flashing lights to try and prevent anyone from damaging the pole in the future.

Bloom & Son Solar Project

Cynthia Tenney reported to the Commission that Norman Bloom is currently in the process of installing a 22kW DC (19kW AC) solar system at his location on Edgewater Place. The solar panels will be installed on two different rooftops. Estimated completion should be the end of January or beginning of February. Once complete, he will become a net metering customer. It is anticipated that his incentive for the installation will be just under \$9K.

Third Party Electric Phone Calls to Ratepayers

Commissioner Goldstein received a round of complaints that ratepayers are getting calls from energy companies outside of TTD. Mr. Smith explained that the Solar Garden project is supposed to be the alternative to third party energy companies. Commissioner Goldstein is asking if TTD has any legal alternative such as a Cease & Desist Letter that can be sent to these companies, so they can stop harassing the ratepayers of TTD. It was suggested that there be a conversation with Atty. Bove to see what can be done and perhaps an article about this be put in the newsletter alerting the ratepayers about the matter.

REVIEW OF EDITORIAL REPLAY

Commissioner Brown requested Mr. Smith to please put this item on the agenda for discussion in regard to the David Park editorial. Mr. Smith had a telephone call with Mr. Park on Tuesday, January 19th about his editorial in The Hour. They spoke in great detail and Mr. Park has agreed not to place any future editorials in the paper about TTD and will call the office and speak with Mr. Smith if he has any problems or concerns with regard to TTD.

Messrs. Smith and Park talked about why Mr. Park received an estimated bill and how estimated bills are calculated. It was brought to Mr. Smith's attention that the procedure and calculation for estimating is not public knowledge. Mr. Smith agreed to have the Terms & Conditions revised to reflect this, which are posted on the TTD website.

Commissioner Brown stated that he believes the consensus is that the situation was handled properly.

DISCUSSION OF THE HOUR INTERVIEW

Commissioner Brown was under the impression that the recently scheduled interview with The Hour was going to be with the Commission, not just Mr. Smith, while Mr. Smith believed it was only himself to be interviewed.

Commissioner Yost asked what the purpose of the interview was. Mr. Smith stated that it was an idea developed by Jumar in order to talk about the positive things that TTD has been doing over the last six months, leading up to the Annual Meeting. Discussion took place about a future interview and what part each Commissioner could play. Mr. Smith will speak to Jumar and ask to get an interview scheduled for a future date to be published prior to the Annual Meeting.

DISCUSSION/ANALYSIS OF FINANCIAL STATEMENTS/KEY PERFORMANCE

November revenues are up partly due to the 2.7 cent fuel adjustment. Year-to-date revenues are up substantially from last year. Other Income is down from last year as the Norden units have not been run as much. Other Expense is just about a breakeven from last year. Net Income before Rate Stabilization is up over last year by \$260,212. Rate Stabilization is up \$71,407 year-to-date for the first 5 months. Net Income is \$798,836 which is \$331,620 over last year.

Cash accounts remain steady. Principle Balance with CMEEC has gone down to \$4.4 million. We've added \$591,562 capital additions to date and are spending it out of the accounts as was discussed. Energy cost is almost a breakeven.

Overall, TTD is in good shape financially through the first five months of the fiscal year. Mr. Smith pointed out that although we've increased expenses \$354,076 (8%), \$139,000 is purchase power, which is an uncontrollable expense. Then if you take out the emergency roof repair of \$40,000 and \$16,000 in unanticipated legal expenses, the overall change comes down dramatically to 1.8%. The bottom line is that TTD is controlling expenses that can be controlled pretty well.

TTD is in the process of writing off some receivables, which will bring the Bad Debt Ratio down as listed on the KPI worksheet.

PROJECT SUMMARY

Radio-Read Meters – Approximately 40-45% complete.

LED Street Lights – Should be completed in about 2 to 3 months.

Cablevision – Mr. Smith has gotten the CMEEC attorneys involved. Still waiting on payment.

Frontier – Process of negotiating agreement.

Strategic Planning Process – About a month behind as planned.

ADJOURNMENT

**** COMMISSIONER BROWN MOVED TO ADJOURN.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

DRAFT

The meeting adjourned at 8:53 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

COMMISSIONER (name of Commissioner) MOVED TO APPROVE THE MINUTES OF (date of meeting) SPECIAL COMMISSION MEETING.

OR

COMMISSIONER (name of Commissioner) MOVED TO APPROVE THE MINUTES OF (date of meeting) SPECIAL COMMISSION MEETING AS CORRECTED.

Memorandum Third Taxing District Electric Department

To: TTD Commissioners

From: Jim Smith – General Manager

Date: January 25, 2016

Subject: Cyber Security Insurance Policy Quotes



At the December 7th meeting, the Commission requested additional information, which included updated quotes, so a final decision could be made to purchase Cyber Security Insurance for TTD.

As a result, please find updated quotes as outlined in the attached Marketing Summary prepared by Murphy and Associates.

Pete Murphy/Liz Lyons will be at the February 1st Commission meeting to make a final recommendation and will be available to answer any question on the information submitted.



James P. Murphy & Associates, Inc.

Third Taxing District Cyber Liability Quote Marketing Summary as of January 21, 2016

<u>Carrier</u>	<u>Response</u>	<u>Premium</u>
Beazley Insurance	Quote - \$1,000,000/\$10,000 retention	\$ 5,083
	Quote - \$2,000,000/\$10,000 retention	\$ 6,353
Chubb	Quote - \$500,000/\$25,000 retention	\$12,804
Hartford	Declined – no market for municipalities	
Hiscox Insurance	Quote - \$1,000,000/\$2,500 retention	\$ 4,121
	Quote - \$2,000,000/\$2,500 retention	\$ 6,013
Philadelphia	Declined – municipalities are prohibited	
Travelers	Declined – no market for municipalities	

3 Belden Avenue, P.O. Box 551, Norwalk, Connecticut 06852 Tel: (203) 840-8877 Fax: (203) 840-8880

URL: www.jpminsurance.com E-mail: info@jpminsurance.com Toll-free: (800) 378-7526

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XS BROKERS
Insurance Quotation
Reference #: 0895664H -Kim

DATE: December 4, 2015

XS CLIENT: James P Murphy & Associates (RAIS LLC)
PO Box 551
Norwalk, CT 06852

INSURED: Third Taxing District of The City of Norwalk
2 Second Street
Norwalk, CT 06855

LOCATION ADDRESS: 2 Second Street , Norwalk, CT 06855

INSURER: Beazley Insurance Company Inc AM Best rating: A
Admitted

POLICY PERIOD: 1/1/2016 TO 1/1/2017

COVERAGE: Security and Privacy- BBR **TERM:** 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE BINDER OR FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY:

\$1,000,000	Policy Aggregate
\$1,000,000	I.A. Information Security & Privacy Liability
\$1,000,000	I.C. Regulatory Defense and Penalties Sublimit
\$1,000,000	I.D. Website Media Liability
\$250,000	I.E. Crisis Management and Public Relations Sublimit
\$500,000	I.F. PCI Fines and Costs Sublimit
	I.B. Privacy Breach Response Services
250,000	Notified Individuals in the Aggregate under Privacy Breach Response
\$1,000,000	Legal and Forensic Expenses Aggregate
\$100,000	Foreign Notifications Aggregate

POLICY FORM: Claims Made

DEDUCTIBLE:

\$10,000	Each Claim Information Sec & Privacy Liab & Regualtory Defense & Penalties
\$10,000	Website Media Content Liability
\$5,000	Crisis Management & Public Relations
\$10,000	Each Claim PCI Fines and Costs
\$5,000	Each Privacy Incident Breach Response Services - Legal & Forensic Services/Notification Costs
100	Call Center Services & Credit / Identity Monitoring Program Threshold

PREMIUM \$5,083.00

TOTAL \$5,083.00

ENDORSEMENTS / EXCLUSIONS:

Claims Made and Reported
Retroactive Date: Inception
Continuity Date: Inception
Optional Extension Period 12 months at 100% of the premium for the Policy Period

ENDORSEMENTS:

1. BBR SIP082013 Beazley Breach Response Select Information Packet
2. A00939CT 022013 ed. Connecticut Amendatory Endorsement
3. BICMU05090406 Nuclear Exclusion
4. E02804 032011 ed. Sanction Limitation and Exclusion Clause
5. BICMU05070309CT War And Civil War Exclusion - Connecticut
6. E07440 072015 ed Amend Covered Media Activities
7. E06797 032015 ed. Amend Exclusion U. - Cyber Terrorism
8. E03247 102011 ed. Amend Insured to Include Independent Contractors, Leased, or Seasonal Employees
9. E04752 062013 ed. Amend Retention Clause Paragraph F. Endorsement
10. E04371 012013 ed. First Party Computer Coverage Endorsement

- 1st Party Cyber Extortion Sublimit: To Match Policy Limit
- 1st Party Business Interruption and Data Loss Protection Sublimit: To Match Policy Limit
- 1st Party Hourly Business Interruption Sublimit: To Match Policy Limit
- 1st Party Forensic Crisis Mgmt Exp Sublimit: \$250,000
- 1st Party Dependent Business Interruption Loss Sublimit: \$50,000
- 1st Party Extortion Threat Deductible: \$10,000
- 1st Party Security Breach Deductible: \$10,000
- Security Breach Income Loss Deductible: \$10,000
- Security Breach Extra Expense Deductible: \$10,000
- Waiting Period Hours: 10 Hours
- Extra Expense Retention: \$10,000
- Extra Expense Retention Reduction Amount: \$10,000

SUBJECT TO: None

TERMS / CONDITIONS:

ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

This proposal expires 30 days from the issue date listed below or the policy expiration date, whichever comes first, and should be reconfirmed after that time. This proposal is based on the underwriting and rating information in the application provided by you. The coverage and terms being offered may not be the same or as broad as requested in your application. Please review carefully and advise us immediately if you have any questions.
Thank you for the opportunity to help you service your clients needs. We look forward to receiving your order.

UNDERWRITING CONTACT: Kim Laurino
ACCOUNT EXECUTIVE: Carmen Alicea
CLAIMS CONTACT: Dustin Medeiros

INSURED: Third Taxing District of The City of Norwalk
DATE QUOTED: December 4, 2015

Kim Laurino
Reference #: 0895664H

XS BROKERS
Insurance Quotation

Reference #: 0895664F -Kim

DATE: December 4, 2015

XS CLIENT: James P Murphy & Associates (RAIS LLC)
PO Box 551
Norwalk, CT 06852

INSURED: Third Taxing District of The City of Norwalk
2 Second Street
Norwalk, CT 06855

LOCATION ADDRESS: 2 Second Street , Norwalk, CT 06855

INSURER: Beazley Insurance Company Inc AM Best rating: A
Admitted

POLICY PERIOD: 1/1/2016 TO 1/1/2017

COVERAGE: Security and Privacy- BBR **TERM:** 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE BINDER OR FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY:

\$2,000,000	Policy Aggregate
\$2,000,000	I.A. Information Security & Privacy Liability
\$2,000,000	I.C. Regulatory Defense and Penalties Sublimit
\$2,000,000	I.D. Website Media Liability
\$250,000	I.E. Crisis Management and Public Relations Sublimit
\$500,000	I.F. PCI Fines and Costs Sublimit
	I.B. Privacy Breach Response Services
250,000	Notified Individuals in the Aggregate under Privacy Breach Response
\$1,000,000	Legal and Forensic Expenses Aggregate
\$100,000	Foreign Notifications Aggregate

POLICY FORM: Claims Made

DEDUCTIBLE:

\$10,000	Each Claim Information Sec & Privacy Liab & Regulatory Defense & Penalties
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\$10,000	Each Claim PCI Fines and Costs
\$5,000	Each Privacy Incident Breach Response Services - Legal & Forensic Services/Notification Costs
100	Call Center Services & Credit / Identity Monitoring Program Threshold

PREMIUM \$6,353.00

TOTAL \$6,353.00

ENDORSEMENTS / EXCLUSIONS:

Claims Made and Reported
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5. BICMU05070309CT War And Civil War Exclusion - Connecticut
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8. E03247 102011 ed. Amend Insured to Include Independent Contractors, Leased, or Seasonal Employees
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10. E04371 012013 ed. First Party Computer Coverage Endorsement

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- Security Breach Extra Expense Deductible: \$10,000
- Waiting Period Hours: 10 Hours
- Extra Expense Retention: \$10,000
- Extra Expense Retention Reduction Amount: \$10,000

SUBJECT TO: None

TERMS / CONDITIONS:

ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

This proposal expires 30 days from the issue date listed below or the policy expiration date, whichever comes first, and should be reconfirmed after that time. This proposal is based on the underwriting and rating information in the application provided by you. The coverage and terms being offered may not be the same or as broad as requested in your application. Please review carefully and advise us immediately if you have any questions. Thank you for the opportunity to help you service your clients needs. We look forward to receiving your order.

UNDERWRITING CONTACT: Kim Laurino

ACCOUNT EXECUTIVE: Carmen Alicea

CLAIMS CONTACT: Dustin Medeiros

INSURED: Third Taxing District of The City of Norwalk
DATE QUOTED: December 4, 2015

Kim Laurino
Reference #: 0895664F



January 07, 2016

Non-Binding Indication Worksheet

To:

Account Number:	783962
Account:	Third Taxing District
	2 Second Street
	Norwalk, CT 06855

In care of:

Producer Contact:	Liz Lyons
Producer:	JAMES P. MURPHY & ASSOCIATES, INC.
	3 BELDEN AVENUE
	NORWALK, CT 06850-0000
Licensed Producer:	Liz Lyons

Chubb Contact:	Reginald D Linda
	(203) 782-4057
	rlinda@chubb.com

Product:	CyberSecurity by ChubbSM
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Writing Company:	Federal Insurance Company
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Policy Form:	14-02-14874 (Ed. 02/2009)
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Expiring Policy:	NEWLINE
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Policy Period:	From: January 11, 2016
	To: January 11, 2017
	At 12:01 A.M. local time at the address in Item 1.

Option Number 1

AGGREGATE LIMIT OF LIABILITY EACH POLICY PERIOD \$500,000

LIMITS OF LIABILITY AND RETENTION AMOUNTS

If "**NOT COVERED**" is inserted opposite any specified INSURING CLAUSE, such INSURING CLAUSE and any other reference to such INSURING CLAUSE in this Policy shall be deemed to be deleted.

	Insuring Clause	Each Claim Limit Of Liability	Retention Amount
(A)	Cyber Liability	\$500,000	\$25,000

	Additional Insuring Clauses	Single Loss Limit of Liability	Retention Amount
(B)	Privacy Notification Expenses	\$100,000	\$25,000
(C)(1)	Crisis Management Expenses	\$100,000	\$25,000
(C)(2)	Reward Expenses	\$10,000	\$1,000
(D)	E-Business Interruption and Extra Expenses	\$100,000	\$25,000
(E)	E-Theft Loss	Not Covered	Not Covered
(F)	E-Communication Loss	Not Covered	Not Covered
(G)	E-Threat Expenses	\$500,000	\$25,000
(H)	E-Vandalism Expenses	\$500,000	\$25,000

COINSURANCE PERCENT 0%

EXTENDED REPORTING PERIOD

(A) Additional Premium: 100% of Annualized Premium for the Expiring Policy Period
 (B) Additional Period: 1 year

RETROACTIVE DATE Inception

PENDING OR PRIOR DATE Inception

POLICY PREMIUM \$12,804.00

ENDORSEMENTS: The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.

Applicable to Option Number 1

10-02-1295 Important Notice to Policyholders
 14-02-15012 Connecticut Amendatory Endorsement
 14-02-15078 Connecticut Amendatory Endorsement
 14-02-15079 Connecticut Amendatory Endorsement to the Declarations
 14-02-17204 Notice of Data Privacy and Security Cyber Loss Prevention Services
 14-02-17551 MOBILE DEVICE EXCLUSION ENDORSEMENT
 14-02-19624 Unlawful Collection of Data Exclusion Endorsement
 14-02-19626 Notice of Loss Control Services
 14-02-19961 AMEND EXCLUSION A 9 ENDORSEMENT

CONTINGENCIES

The above indication is expressly contingent upon receipt, review and acceptance of the subjectivities listed below. We must receive all of the items identified below on or before the Indication Expiration date

shown below. If all of these items are not received and approved by us on or before this date, this quote will automatically expire without further action or notice.

1. Implementation and copy of the insured written information
2. Network security policy encryption of their mobile devices in order to remove the mobile device exclusion

OTHER

Indication Expiry: 30 Days

Commission Percentage: 10.000%

IMPORTANT

The foregoing indication for coverage is subject to modification or withdrawal by the Company if, before the proposed inception date, any new, corrected or updated information becomes known which relates to any proposed Insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed Insured, and the Company, in its sole discretion, determines that the terms of this quotation are no longer appropriate.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

Notes:

If you have any questions, please call me at (203) 782-4057

Reginald D Linda
Underwriting Manager
Fax Number: (203) 782-4126
Email Address: rlinda@chubb.com



January 19, 2016

Blake Antrim
The Keating Group Insurance Services (tKg)
144 Turnpike Rd
Southborough, MA, 01772-2121
Quote No.: MPL1686295

Re: Third Taxing District Electric Department
Coverage Parts: Claims-Made/Breach Occurring & Discovered Data Breach and Privacy Security Liability Insurance, Claims-Made and Reported Media Liability, & Loss Occurring and Discovered Cyber Enhancement

Dear Blake,

In accordance with your request for a proposal, and based upon the information submitted, I am pleased to offer the following quotation subject to receipt, review and acceptance of:

1. The previously submitted Application, currently signed and dated.
2. Confirm less than 100K total PII records

This quotation is subject to the above captioned coverage part(s) and is inclusive of the following:

Quotation Premium Summary:

	Option 1	Option 2
Data Breach and Privacy Security Liability Insurance Coverage	\$ 3,267	\$ 4,767
Media Liability Coverage	\$ 327	\$ 477
Cyber Enhancements		
Cyber Business Interruption Coverage	\$ 163	\$ 238
Cyber Extortion Coverage	\$ 163	\$ 238
Hacker Damage Coverage	\$ 163	\$ 238
TRIA - Data Breach & Privacy Coverage	\$ 33	\$ 48
TRIA - Cyber Coverage	\$ 5	\$ 7
Total Premium	\$ 4,121	\$ 6,013

Quotation Details:

General Terms & Conditions PLP P0001 CW (06/14)

1. One (1) year policy period
2. Hiscox Insurance Company, Inc., an Admitted Company, A.M. Best Rating: A (Excellent), Financial Size Category XI

3. Hiscox makes available a free risk management and loss prevention service to its policyholders, consisting of an initial consultation and up to 1-hour of legal services to assist our policyholders in better understanding and minimizing risks that commonly lead to the types of claims covered under our policy.
4. Optional Extension Period of Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.
5. Attached endorsements apply: E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6020.2 - War and Civil War Exclusion Endorsement, E9005.1 - Connecticut Amendatory Endorsement, and E9996.2 - Policyholder Disclosure Notice of Terrorism Insurance Coverage

Data Breach and Privacy Security Liability Insurance Terms & Conditions PLP P0004 CW (06-14)

1. Claims-made/Breach Occurring & Discovered coverage
2. Your purchase of DATA BREACH & PRIVACY SECURITY LIABILITY COVERAGE qualifies you for complimentary access to the Hiscox eRisk Hub® Breach Response Resource and Information Web Portal, powered by NetDiligence®. This portal provides tools and resources to help you understand the exposures, establish a response plan, and quickly respond to and minimize the effects of a data breach on your organization. See attachment for more details.
3. The **Retroactive Date** for all applicable Coverage Modules in this Policy shall be the inception date of the Policy unless previous coverage is in place and the coverage is evidenced to us and we agree to provide prior acts coverage (subject to any additional terms and/or additional premium), at which time the **Retroactive Date** will be entered for all applicable Coverage Modules. Otherwise, where the **Retroactive Date** remains TBD, TBD shall be the inception date of the Policy.
4. Attached endorsements apply: NONE

Media Liability Terms & Conditions PLP P0005 CW (06-14)

1. Claims-made and reported coverage
2. Covered Professional Services: Electricity services
3. No prior acts
4. Attached endorsements apply: NONE

Cyber Enhancement Terms & Conditions PLP P0006 CW (06-14)

1. Loss occurring and Discovered coverage
2. Attached endorsements apply: E8643.1 - Cyber Enhancements Notification Endorsement

	Option 1	Option 2
Data Breach and Privacy Security Liability Coverage Part:		
Claims-Made/Breach Occurring & Discovered		
Data Breach & Privacy Security Liability (DBPSL) Aggregate Limit	\$ 1,000,000	\$ 2,000,000
DBPSL Each Claim and/or Breach Limit	\$ 1,000,000	\$ 2,000,000
Regulatory Action Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Regulatory Compensatory Aggregate Limit	\$ 1,000,000	\$ 2,000,000
PCI Fine/Penalties Aggregate Limit	\$ 1,000,000	\$ 2,000,000
PCI Assessments Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Computer Forensics Costs Aggregate Limit	\$ 1,000,000	\$ 2,000,000



Notification Costs Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Credit or Identity Protection Costs Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Crisis Management & Public Relations Cost Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Retention	\$ 2,500	\$ 2,500
Coverage Premium	\$ 3,267	\$ 4,767
Media Liability Coverage Part: Claims-Made and Reported		
Media Liability (ML) Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Each Claim Limit	\$ 1,000,000	\$ 2,000,000
Retention	\$ 2,500	\$ 2,500
Coverage Premium	\$ 327	\$ 477
Cyber Enhancements Coverage Part: Loss Occurring and Discovered		
Cyber Business Interruption (CBI) Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Cyber Business Interruption Consulting Costs Aggregate Limit	\$ 50,000	\$ 50,000
Cyber Business Interruption Hourly Loss Amount Limit	\$ 10,000	\$ 10,000
Retention	10 Hours	10 Hours
Coverage Premium	\$ 163	\$ 238
Cyber Extortion (CE) Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Retention	\$ 2,500	\$ 2,500
Coverage Premium	\$ 163	\$ 238
Hacker Damage (HD) Aggregate Limit	\$ 1,000,000	\$ 2,000,000
Hacker Damage Consulting Costs Aggregate Limit	\$ 50,000	\$ 50,000
Retention	\$ 2,500	\$ 2,500
Coverage Premium	\$ 163	\$ 238
TRIA Coverage		
TRIA - Data Breach & Privacy Premium	\$ 33	\$ 48
TRIA - Cyber Premium	\$ 5	\$ 7
Total Premium	\$ 4,121	\$6,013

This Quotation will expire in 30 days.

Thank you for the opportunity to offer a proposal. Please give me a call if you have any questions.

CYBER INSURANCE MOTION

** COMMISSIONER _____ MOVED TO ACCEPT THE CYBER SECURITY
INSURANCE AS PROPOSED BY _____ IN THE AMOUNT OF
\$ _____.

** COMMISSIONER _____ SECONDED.

** THE MOTION PASSED UNANIMOUSLY.

Memorandum

Third Taxing District

Electric Department

To: TTD Commissioners

From: Jim Smith – General Manager

Date: January 20, 2016

Subject: Strategic Planning Proposal Matrix and Recommendation



Attached please find a copy of a Matrix briefly summarizing the results of the Strategic Planning proposals received per our recent solicitation for these services.

As you can see, pricing on the proposals vary and range from \$8,000 to \$25,000. They all generally require several months to complete, depending on the number of meetings held and the scope of issues that are addressed.

My suggestion is that you read through each of the proposals carefully in order to understand the strategic planning “philosophy” outlined, paying particular attention to the “deliverables” to TTD.

In my opinion, the selection of the right facilitator is critical to the overall strategic planning process at TTD, as the development of a Strategic Plan will lay out both a short and long term vision and strategic “roadmap” for the department to follow in future years.

In addition, we will be “starting from scratch”, since we have never undertaken anything like this in the past.

After reviewing each of the proposals, my overall recommendation would be to select APPA Hometown Connections based on their experience with small public power utilities such as TTD, overall approach, and general cost effectiveness.

I have had personal experience with their strategic planning process and their facilitators in other utilities that I have worked for over the years and have been very impressed with their approach and overall work product.

STRATEGIC PLANNING MATRIX

	Paradigm Associates	APPA Hometown Connections	Ashley Miles Consulting	Curtis Strategy
Price Quoted	\$8,000	\$18,000	\$20,000	\$25,200
Timeframe	Multiple Sessions 17-23 Hrs.	4-Month Process Depending on Start	TBD by Client	February-July 2016
Deliverables	See Proposal for Details	See Proposal for Details	See Proposal for Details	See Proposal for Details

August 11, 2015

Jim Smith
General Manager
Third Taxing District
2 Second St.
Norwalk, CT 06855-2396

Dear Jim:

Based on your request, you will find attached our proposal for consulting/facilitation services to assist Third Taxing District (TTD) in its strategic plan development.

Hometown Connections would be pleased to include TTD among our public power clients for strategic planning. Having worked with a number of public power utilities across the nation, we believe that public power has an urgent need to act more strategically in planning for the next 20 to 50 years. The industry continues to undergo significant changes, spurred on by an escalation of state and federal mandates, changing power supply characteristics, environmental concerns and rapidly evolving technologies. Any utility that expects simply to replicate its past 20 years into the next 20 will be placing the utility, its customers and its community at risk.

Hometown Connections has developed a strategic planning process that is simple and targeted specifically to public power. The process recognizes the unique place that public power resides, straddling both the technical world of power distribution and the political world that comes from being a highly visible government agency. We believe our strategic planning process can quickly move both staff and governing board members through these worlds, allowing the utility to be well positioned to serve its customers and community for years to come.

I look forward to discussing these options with you.

Sincerely,



Tim L. Blodgett
President and CEO
Hometown Connections
(303) 526-4515

Proposal to Third Taxing District for Strategic Planning Consulting and Facilitation

HOMETOWN CONNECTIONS ROLE

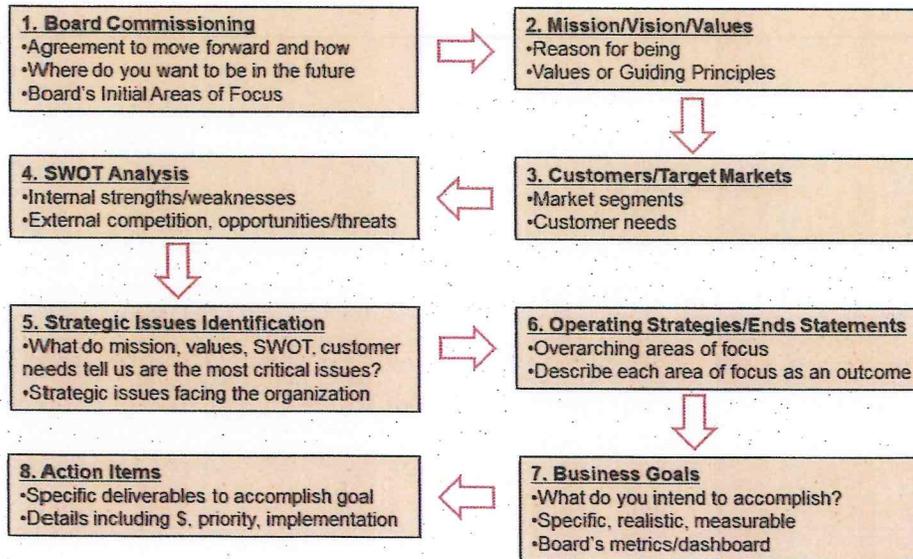
The role of Hometown Connections to TTD is primarily that of training and facilitation. Although we provide suggestions and input based on our industry knowledge and experience, our main value in the strategic planning process is training and facilitation of boards and staff on how to effectively utilize our Strategic Planning process. We also facilitate the implementation of this process by leading our clients through the development of a strategic plan at the macro and micro levels. The facilitation includes developing and tracking project timelines by working closely with the team leaders. We have found through experience that an outside trainer/facilitator can add tremendous value enabling all staff members to participate and be productive in this process.

TEAM APPROACH

Based on our experience with other APPA members, we recommend a two-team approach. The first team, an "Advisory" team, would be comprised of the General Manager and TTD board members, responsible for setting direction, removing road blocks, reviewing and approving the strategic plan along the way. The second team, an "Implementation" team, would be comprised of staff responsible for developing and implementing the strategic plan. We have had a great deal of success with this approach as both Board and staff have ownership of the process and results. Steve VanderMeer would be the facilitator for both of these teams.

STRATEGIC PLANNING PROCESS

Hometown Connections has synthesized what we believe are the most relevant components from among several strategic planning methodologies from both the for-profit and non-profit worlds. Throughout the development of our own methodology, we have placed a premium on simplicity, flexibility and logic. We have seen more than one strategic planning process stalled because of the complexity and/or inflexibility of the process used.



DURATION AND SCOPE

This proposal contains three on-site meetings with an estimated duration of 4 months which is highly dependent on TDD staff's ability to dedicate time to the process. Each of these meetings would include time with the Advisory and Implementation teams. The scope of these meetings is as follows:

Site Visit One	Advisory Meeting = ½ day of facilitation plus 1 day of travel. The purpose of this meeting will be for the Advisory Team to understand and approve the process as well as define the objectives, deliverables, and timeline for the Implementation Team. This meeting will result in clear Implementation Team objectives and timing to complete along with a date for the next Advisory Team meeting. This meeting will be followed by an Implementation Team Meeting.
	Implementation Meeting = 1 and ½ day session. Day 1 would be Strategic Planning Process training for all Implementation Team participants and a rollout of the Advisory Team's expectations. Day 2 would include a process of identifying deliverables, responsible parties, and a start on the work at hand. This meeting will result in an understanding of the overall process, objectives and timeline to complete. Also identified will be the next meeting's deliverables, the responsible parties, and a date for the next meeting.
Site Visit Two	Implementation Meeting = 1 and ½ day session plus 1 day of travel. This meeting will overlap an Advisory Team's meeting. This meeting will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete other tasks, will prepare and present an update to the Advisory Team, and by meetings end, assign deliverables for the next meeting. This meeting will result in an update to the Advisory Team, the completion of certain deliverables, the assignment of new deliverables, the responsible parties, and the timeline to complete along with a date for the next meeting.
	Advisory Meeting = ½ day of facilitation. This meeting will overlap an Implementation Team's meeting. This meeting will begin with an update from the Implementation Team on the work completed to date. The meeting will conclude with updated Implementation Team deliverables and timelines for completion along with the establishment of the next Advisory Team meeting.
Site Visit Three	Implementation Meeting = 1 and ½ day session plus 1 day of travel. This meeting will overlap an Advisory Team's meeting. This meeting will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete remaining tasks and will prepare and present its final work to the Advisory Team. This meeting will result in the completion of the project objectives and deliverables assigned by the Advisory Team.
	Advisory Meeting = ½ day of facilitation. This meeting will overlap an Implementation Team's meeting. This meeting will begin with a presentation of the Implementation Team's final work. The Advisory Team will then determine the need for future projects and if any, define the objectives, deliverables, and timeline for the Implementation Team.

Hometown will include for this project a total of 2 days for off-site support and assistance by Hometown staff to the Advisory and Implementation Teams.

PRICING

Hometown will provide its services as defined above for \$18,000. This includes a 10% discount off our standard consulting rate for TTD's APPA membership. This does not include Hometown staff's reasonable travel and living expenses, which are billed at actual cost. Hometown will provide additional facilitation and consulting services, if required, for an additional fee.



Contract Proposal

Prepared for:
James W. Smith, CEO

By:
CURTIS STRATEGY
Eric W. Curtis

January 2016

CLIENT

Third Taxing District (TTD)
c/o Jim Smith
2 Second Street
East Norwalk, CT 06855
jsmith@ttd.gov

SCOPE OF WORK

Curtis Strategy will provide assistance to the Third Taxing District (TTD) to guide the organization through a strategy development and planning process centered on a collaborative approach with stakeholder groups.

METHODOLOGY & APPROACH

Go-Slow to Go-Fast: understand the culture, logic, capabilities, resources, strengths, and weaknesses.

Build Shared Understanding: We will gain feedback from key stakeholders to clearly define the As-Is and To-Be states of the organization in order to build the plan.

Set Clear Direction: set direction by communicating the future vision, and the step-by-step plan that will lead the way.

Prioritize: Change initiatives succeed when only 1-3 major objectives are undertaken at one time. Governance, communication, and risk management are key factors to each.

Collaboration: Get teams engaged, accountable and owning the vision, goals, and objectives across the organization.

CONSULTING TEAM

Eric Curtis leader of our Strategy Practice will guide the project and his bio is included in Appendix A. A list of references is also included in Appendix B to validate the transformational work we have helped clients achieve.

STRATEGY DESIGN

PURPOSE

Engage all levels of stakeholders to gather information to define and understand the surrounding environment, current state, and desired future state of the organization, in order to set clear strategic direction over the next 3-5 years.

APPROACH

- Establish a basecamp account for transparency, project management, and all communications throughout our work together.
- Review existing information about the organization, services, governance, financial strengths, and previous strategy and planning efforts.
- Kick off meeting with the Board to define stakeholder groups, understand the current situation of the organization, map the project, build the timelines, and set expectations for the journey ahead.
- Facilitate 2-3 meetings with the Board to clearly understand their priorities and ideas for the future, training in governance best practice, and report out.
- Initial interviews with staff leadership to fully understand the organization's needs, history, culture, and future intent.
- Facilitate 5-7 meetings with key external stakeholder groups to gather primary data on potential trends, opportunity, and community challenges.
- Facilitate 2-3 meetings with staff at 2 hours each to define future opportunity and assess the operational capacity for strategy implementation.
- Limited times for writing meeting summaries, reports, and plan updates.
- Challenge the mission and vision statement and determine if it needs to evolve.
- Facilitate ad-hoc meetings to define goals and objectives for plan content.
- Help facilitate board meetings or retreat for plan review and approval.

DELIVERABLES

- Stakeholder interviews and assessment report
- Facilitation of board, staff and stakeholder meetings
- SWOT analysis
- Completed and detailed strategic plan with established goals and objectives

PROJECT TIMELINE & INVESTMENT

Timeline:	February 2016– July 2016
Investment:	\$25,200
Payment Schedule:	\$4,200 per month

CURTIS STRATEGY FEE AGREEMENT

Date: January 1, 2016

The Client: Third Taxing District 2 Second Street East Norwalk, CT 06855
(Name) (Street/No.) (City/State/Zip)

retains the Consulting Firm: The Octopus Solution, LLC (DBA Curtis Strategy)
(Firm Name)
17 Folly Mill Road Salisbury, MA 01952
(Street/No.) (City/State/Zip)

to perform the consulting services mentioned in Proposal above. CURTIS STRATEGY agrees to perform the consulting services requested faithfully and with due diligence. The parties further agree as follows:

- (1) **The Consulting Project.** The strategic planning, and other matters with reference to which the services are to be performed are mentioned in Contract Proposal above.
- (2) **Consulting Fees.** The Consulting Firm is to be compensated as follows:
 - (a) Upon receipt of a check in the amount of \$4,200 on February 1, 2016 to CURTIS STRATEGY, project work will commence.
 - (b) Five (5) additional monthly checks each in the amount of \$4,200 will be paid on the 1st of each month starting March 1, 2016 and going through July 1, 2016.
 - (c) Any out of pocket expenses incurred (e.g. administrative expenses such as printing, mailing, and travel over 100 miles) will be reimbursed upon receipt.
- (3) **Termination of Agreement By Client.** The Client may terminate The Consulting Project by CURTIS STRATEGY at any time, with or without cause. If CURTIS STRATEGY is discharged by the Client, the Consulting Firm shall be further compensated for their reasonable time outstanding at their normal hourly rate (\$200 per hour) and for all expenses incurred up to the time of his termination.
- (4) **Arbitration.** The parties to this Agreement agree that any and all claims, disputes, and/or causes of action of any kind or nature that arise out of or relate to this Agreement, including but not limited to disputes regarding the fees and costs set forth herein, shall be resolved exclusively through Arbitration. If the dispute is one that can be resolved by recourse through the Fee Arbitration Board of the Massachusetts Bar Association, then the parties agree to use that forum exclusively. If the Fee Arbitration Board of the Massachusetts Bar Association is not available for claims that arise out of or relate to this Agreement, then the parties agree to arbitrate such claims exclusively through an action commenced in the American Arbitration Association at its location closest to Boston, Massachusetts.

WE, THE UNDERSIGNED, HAVE EACH READ THE ABOVE AGREEMENT IN ITS ENTIRETY BEFORE SIGNING IT, UNDERSTAND ALL OF ITS PROVISIONS, HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT, AND EXECUTE THIS DOCUMENT AS OUR FREE ACT AND DEED.

James W. Smith, CEO

Eric W. Curtis, President

APPENDIX A

Eric Curtis, CEO



Eric Curtis, MBA, is the Founder and President of Curtis Strategy and its strategy and planning practice.

A successful strategy and management consultant, Eric focuses on unlocking the global potential of nonprofit organizations. He has advised educational institutions, healthcare clinics, trade associations, and many charitable 501(c)3 organizations, inspiring them to peak performance and maximizing their social impact.

Eric received his MBA from Suffolk University and his BS in Accounting and Finance from Norwich University. Eric is also an adjunct professor at Suffolk University teaching strategic management for the graduate and undergraduate schools.

Overview of Curtis Strategy Consulting

We are strategic advisors for nonprofit organizations of all shapes and sizes. We are committed to delivering results that achieve greater capacity and social impact for all our clients.

We help our nonprofit clients identify, assess, and solve existing problems within their organizations and innovate new ways of building future growth and sustainability. We create customized projects for each unique situation, seeking tangible results from proven methods of planning, organizing, and leading change. We enable our clients to make the real transformations they desire while establishing frameworks for sustained success.

Services: Strategy, Change, Org Design, Board Development, Succession, Performance

Mission: Unlock the potential of nonprofit leaders to better serve others and tackle society's challenges.

APPENDIX B: REFERENCES

David White

CEO

Northeast Public Power Association

Phone: 978-540-2200

Email: DWhite@neppa.org

Kathleen Ives

President & CEO

Online Learning Consortium, Inc.

Phone: 781-583-1505

Email: kathleen.ives@onlinelearning-c.org

Richard Schneider

President

Norwich University

Phone: 802-485-2065

Email: rschneider@norwich.edu

Ed Moscovitch

CEO

Bay State Reading Institute (BSRI)

Phone: 978-317-2170

Email: edmoscovitch@baystatereading.org

Joan Whitney

Director

City of Gloucester

Phone: 978-501-0994

Email: jwhitney@gloucester-ma.gov



Board/Leadership Team Strategic Planning Facilitation

Statement of Work and Approval Document Ashley Miles Consulting LLC

September 21, 2015

Executive Summary

Ashley Miles Consulting LLC has been asked to facilitate the strategic planning process and priorities for the members on the Board and Third Taxing District Leadership Team. The Third Taxing District is located at 2 2nd St, Norwalk, CT 06855. The client contact is James W. Smith, General Manager.

For over 100 years the Third Taxing District has been serving the electricity needs of customers in East Norwalk, CT. The mission if the Third Taxing District is to:

“Reliably provide our customers with premier electrical service, competitive pricing and efficient energy options, while building on our commitment to support the community of East Norwalk with integrity and dependability.”

The focus of this partnership with Ashley Miles Consulting is on:

1. Identifying new revenue streams to provide and invest in infrastructure for electricity without burdening existing customers (creative solutions may be required as growth in the physical area covered by the Third Taxing District is very limited, solutions will likely focus on attracting commercial customers using 1-2 megawatts or more)
2. Maximizing value for customers countering and/or managing pressure for rate rises to pay for infrastructure / capital assets. Thereby maintaining and building upon the positive results for performance and reliability reflected in the customer survey conducted early 2015
3. Assisting the Board and Leadership Team to create a SWOT analysis, ideate and create a strategic plan with SMART priorities and use this to build commitment and change agility throughout the client organization to achieve solutions to the challenges above
4. Goals / objectives to be prioritized across 3, 5 and 10 year time horizons
5. An option for a subsequent team chartering process to build upon and align the Board, Leadership Team and wider organization to these strategic goals

Deliverables

This statement of work includes the following deliverables:

1. Ashley Miles Consulting will assist the development of a strategic plan by the Third Taxing District Board to build staff and systems and rigor for optimal performance of the Utility –to include:
 - a) Creating an overview of strategic priorities to best advance the Third Taxing District business
 - b) Achieving this by:
 - Conducting assessment (including one-to-one telephone interviews) with Board and Leadership Team assessing perspectives of Strengths, Weaknesses, Opportunities and Threats to the business
 - Facilitate session(s) to report back the findings of these interviews, and
 - Facilitate a process to prioritize action to best meet the future needs of the business
2. Ashley Miles Consulting to provide pertinent materials, assessments, reports, coaching and facilitation
3. Ashley Miles Consulting to provide the clients written up SWOT analysis, strategic plan, and agreements around SMART goals and objectives

Time Commitment

- Commencing at the request of the client (likely after the November confirmation of Board members), to conduct a telephone interview with each Board member and Leadership Team member (~1 hour per interview)
- Preparation of assessments, documents, providing reports, write-ups of agreements and
- Facilitating one or two Board meeting in person to agree priorities and strategic plan - exact date(s) to be determined by the client

CANCELLATION

If canceled within 30 days from approval of this Statement of Work:

In the event that the client cancels the contract, the client will reimburse Ashley Miles Consulting LLC for all costs incurred to date. The client will be responsible for full payment of the development work done and third party licenses and materials paid for by Ashley Miles Consulting.

Parties will provide 7 days' notice of cancellation of this agreement

INVOICING: Ashley Miles Consulting LLC requests net-30 day payment terms, with an invoicing schedule based on the following schedule:

- 50% of fee due at the beginning of the project (\$10,000) and remaining 50% at the end of the project once a strategic plan is agreed (\$10,000).
- Travel, lodging, shipping, printing and any courier expenses included in this project fee

Contract Approval

IN WITNESS WHEREOF, the parties have caused their duly appointed representatives to approve and execute this contract as of the date indicated below their respective signatures.

Ashley Miles Consulting LLC. By: Ashley Miles Sign Name: <u></u> Title: Principal Date: September 21, 2015	Third Taxing District By: James Smith Sign Name: _____ Title: General Manager, Third Taxing District Date: _____
--	---

Please sign and return a copy of this SoW to Ashley@ashleymilesconsulting.com



Strategic Development Questionnaire

Name:

Contact telephone number:

Please provide your responses (provide as much detail as you think necessary). Your answers need to be in your order of urgency and importance.

Top 5 Company Goals

- Think **near or long term** and
- Please put a **time frame** when you think it should ideally be achieved

1. Can be anything financial, non-financial, product, facility, personnel, process or otherwise related.
Can be executional, strategic or random

Goals for TTD (time frame)	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Top 5 Company Strengths

2. What do we do well? What positives do we believe we possess

Examples:

- a) Good service
- b) Little competition
- c) Many good, caring employees who want to see the company succeed
- d) Provision of electricity is efficient
- e) A lot of industry experience in management compared to other companies
- f) Manage money well

Your examples	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Top 5 Company Weaknesses

3. What do we not do well, what do we lack, what are we susceptible to?

Examples:

- a) No defined new service development process or follow through
- b) Very slow to meet company needs – things take too long to get done
- c) Quality behind the competition
- d) Facilities are unfinished, looks unprofessional
- e) No HR department, poor employee relations/management inadequate benefits – can't attract top tier employees
- f) Team effectiveness (how we cooperate, communicate, decide) can be better

Your examples	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Top 5 Company Needs (Positive)

4. What do we need for the company to be successful – can be anything

Examples:

- a) Effective leadership including improved morale
- b) Find new revenue sources (if so can you suggest which?)
- c) New marketing of services design/consistency (to be throughout system including web and social media)
- d) Commitment to quality
- e) Unclutter and clean up facilities
- f) New products

Your examples	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Top 5 Things We Can Do Without

5. What do we need to stop doing, get rid of, or maybe make obsolete

Examples:

- 1. Email jumping by chief executive – destroys morale and detracts from productivity – causes reverse of what it is intended to
- 2. Get rid of the idea that we know what the consumer wants. We don't
- 3. Stop worrying about or comparing ourselves to the competition – look beyond them.
- 4.
- 5.

Your examples	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Top 5 Threats to the Business

6. Can be almost anything internal, external or outside of anyone's control

Examples:

1. Regulatory change – policies
2. Legal/political priorities dictating how the utility should act
3. Quality control – without it, we aren't going anywhere
4. Competitors being more sophisticated
5. Lack of consumer understanding and data puts us at a competitive disadvantage

Your examples	Priority by urgency	Priority by Importance
1.		
2.		
3.		
4.		
5.		

Any Other Thought?

7. Any other thoughts around the TTD strategy and / or suggestions around this process to ensure we arrive at a robust strategic plan?

Thank you

for completing this review. Please return to:

Ashley Miles via email: ashley@ashleymilesconsulting.com

By mail: 27 Montauk Avenue, Stonington, CT 06378

By Fax: (860) 245-8371

Any questions email or call Ashley Miles (mobile/text) at (860) 694-9995

James W. Smith

From: Mike O'Reilly <oreilly.mw@gmail.com>
Sent: Friday, January 15, 2016 5:02 PM
To: James W. Smith
Subject: Strategic Planning Recommendations
Attachments: Entrepreneurial_Leadership_and_Strategic_Thinking_Process_Outline.doc

Jim,

Thanks for making time to share your insights and future objectives.
It will be a honor to work with you and TTD Commissioners on:

Developing new strategic objectives.
Setting and achieving short and long term goals.
Capitalizing on TTD's outstanding service to uncover future customer needs.

As we discussed, this process is over time 17- 23 hours. Whatever it takes. Our first 3 sessions we schedule for 90 minutes. After that group dynamics rule. Likely a few half day conference times to tackle key issues. Your team will guide us on time scheduling.

Enclosed is our overview. Tuition for this process is \$8,000.00 including all texts and materials. Please don't hesitate to reach out any time with any questions. I expect commissioners to reach out to me often during this process to share wins and discuss ideas.

Best Regards

Michael W. O'Reilly
Paradigm Associates
18 Duckpond Rd.
Norwalk, CT. 06855

203-524-2776
www.paradigmassociates.us



Entrepreneurial Leadership and Strategic Thinking Process Overview

If you are currently looking for a way to grow and sustain your organization you must start thinking of your work, and your foundation in a new way. Your roles will vary and you will be wearing many different hats. Among them are: President, Sales Manager, and Chief Implementer. You may be called upon to wear all of these hats at various times and stages in your business's development.

This development process was specifically built to give leaders who find themselves in an entrepreneurial environment access to both information and a thought process that will help them think through the issues critical to sustainable success.

Content Outline

Building A Successful Business

- Your Roles
- How to Get the Most from this Process
- What is Strategic Thinking and Planning?
- Building a Sustainable Organization
- Benefits of Planning
- Your Dreams, Your Vision
- Creating a Vision Statement

A Passion for Succeeding

- Values
- Ensuring Your Success
- The Success Formula
- Developing Success Attitudes
- Affirmations
- Becoming an Entrepreneurial Leader

Developing a Competitive Edge

- The External Assessment
- Market Segments
- Competitive Analysis
- Trend Analysis
- Internal Appraisal
- Structure
- Resources

- Developing a Base Strategy
 - Selecting a Base Strategy
 - Strengths, Limitations, Opportunities, & Threats
- Business Planning and Execution
- Business Planning
 - Mission Statement
 - Doing the Right Things Right
 - Critical Goal Categories
 - Shortening Your Personal Learning Curve
 - Personal Goals

Generating Customers and Profitability

- The Market Plan
- Market Communications
- The Sales Plan: Why Do People Buy?
- The Sales Process
- Determining Customers' Needs
- What is a Customer-Driven Organization?
- Speed and Flexibility
- Exceed Customer Expectations
- Your Organization
- Financial Budgeting
- Financial Planning
- The Review Process
- Summary

Workbook Outline

1. Vision and Values
 - 1.1. Vision
 - 1.2. Values

2. External Assessment
 - 2.1. Market Segments and Opportunities
 - 2.2. Product/Service Competitive Analysis
 - 2.3. Organizational Competitive Analysis
 - 2.4. Trend Analysis

3. Internal Appraisal
 - 3.1. Structure and Function
 - 3.2. Resources
 - 3.3. Strengths, Limitations, Opportunities, & Threats
 - 3.4. Strengths, Limitations, Opportunities, & Threats Analysis

4. Mission Statement

5. Critical Goal Categories
6. The Market Plan
7. The Sales Plan
8. Follow-Up Tools
 - 8.1. Key Assumptions
 - 8.2. Budget or Profit & Loss Forecast
 - 8.3. Measurement/Creating a Dashboard
 - 8.4. P&L Worksheet/Income Statement
 - 8.5. Dashboard Development Worksheet
 - 8.6. Strategic Plan Recap



Third Taxing District

2 Second Street
East Norwalk, CT 06855

Tel: (203) 866-9271

AGENDA

Annual Meeting of the Electors of the Third Taxing District of the City of Norwalk, Wednesday, March 2, 2016, at 7:00 p.m., at The Marvin Community Room, 60 Gregory Boulevard, East Norwalk, Connecticut.

1. Welcome and call to order
2. Introductions
3. Reading and acceptance of the Notice of the Annual Meeting
4. Election of Annual Meeting Chairman
5. Election of Annual Meeting Secretary
6. Report of the District Chairman
7. Financial report of the East Norwalk Improvement Association for the operation of the East Norwalk Improvement Association Library for the fiscal year July 1, 2014 through June 30, 2015 and budget for the fiscal year July 1, 2016 through June 30, 2017, followed by Q&A from the public.
8. Industry/Legislative Update, followed by Q&A from the public.
9. Report of the operation of the Electric Department for the fiscal year July 1, 2014 through June 30, 2015, followed by Q&A from the public.
10. Presentation of District Budget, followed by Q&A from the public.
11. Authorization to approve the District Budget and transfer funds from the Electric Department to the District account to cover the budget requirements for the fiscal year July 1, 2016 through June 30, 2017.
12. Adjourn

District Commissioners

Charles L. Yost	203-853-0837	Chairman	James Smith	203-866-9271	General Manager
David L. Brown	203-866-8099	Commissioner	Ron Scofield	203-866-9271	Assistant General Manager
Debora Goldstein	203-252-7214	Commissioner	Michael Intrieri	203-866-3001	Treasurer

Pa. 51

General Meeting Presentation Outline – Third Taxing District Annual Meeting – March 2, 2016

Item	Presenter	Begin By	Approx. Time (minutes)
1. Welcome and Call to Order	Charlie Yost	7:00 PM	5
2. Introductions	Charlie Yost	7:05 PM	5
3. Reading and Acceptance of the Meeting Notice – Page 3	Charlie Yost	7:10 PM	5
4. Election of a Meeting Chairman	Charlie Yost	7:15 PM	5
5. Election of a Meeting Secretary	Meeting Chairman	7:20 PM	5
6. Report of District Chairman – Pages 4 and 5	Charlie Yost	7:25 PM	5
7. East Norwalk Improvement Association Library Report and Budget, followed by Q&A from Public – Page 6	Stan Siegel	7:30 PM	15
8. Industry/Legislative Update, followed by Q&A from Public	Debora Goldstein	7:45 PM	5
9. Report of the Operation of the Electric Dept. for the Fiscal Year July 1, 2014 through June 30, 2015, followed by Q&A	Jim Smith	7:50 PM	15
10. Presentation of District Budget, followed by Q&A from Public – Page 9	David Brown	8:05 PM	15
11. Vote to Approve District Budget & Transfer Funds	Meeting Chairman	8:20 PM	5
12. Adjourn		8:25 PM	

D
12.52



Third Taxing District

2 Second Street
East Norwalk, CT 06855

Tel: (203) 866-9271

NOTICE

The legal voters of the Third Taxing District of the City of Norwalk are hereby notified and warned that a meeting of said District will be held at The Marvin Community Room, 60 Gregory Boulevard, East Norwalk, Connecticut, on Wednesday March 2, 2016 at 7:00 P.M. for the following purposes:

To receive the report of the District Commission Chairman, the financial report of the District for the fiscal year July 1, 2014 through June 30, 2015, and the financial report of the operation of the Electrical Department for the fiscal year July 1, 2014 through June 30, 2015.

To receive the financial report of the Directors of the East Norwalk Improvement Association for the operation of the East Norwalk Improvement Association Library for the fiscal year July 1, 2014 through June 30, 2015, and budget thereof for the fiscal year July 1, 2016 through June 30, 2017.

To act on the District budget for the fiscal year July 1, 2016 through June 30, 2017, including the appropriation of funds to cover the budget requirements of the District for care and use of parks owned by the District, care of the East Norwalk Historical Cemetery, salaries of District Officials and support of the East Norwalk Improvement Association Public Library, for the fiscal year July 1, 2016 through June 30, 2017.

To approve the District budget and to transfer funds from the Electrical Department to the Third Taxing District account to cover the budget requirements for the fiscal year July 1, 2016 through June 30, 2017.

Ronald Scofield
District Clerk
February 18, 2016

District Commissioners

Charles L. Yost	203-853-0837	Chairman	James Smith	203-866-9271	General Manager
David L. Brown	203-866-8099	Commissioner	Ron Scofield	203-866-9271	Assistant General Manager
Debora Goldstein	203-252-7214	Commissioner	Michael Intrieri	203-866-3001	Treasurer

EAST NORWALK ASSOCIATION

The Cornerstone of the Community — Since 1900

51 Van Zant Street - East Norwalk, CT 06855

Phone: 203-838-0408 / Fax: 203-855-8382

Email: mail@eastnorwalklibrary.org

www.eastnorwalklibrary.org

EAST NORWALK ASSOCIATION LIBRARY

DRAFT BUDGET SUMMARY, FISCAL YEAR JULY 1, 2016 - JUNE 30, 2017

A	Operating Income	Approved 2015/2016	Proposed 2016/2017
1	Third Taxing District	\$167,121	\$167,121
2	Van Zilen Hall Rental	\$23,000	\$23,000
3	Contributions/Dues **	\$1,550	\$1,550
4	Sales / fines / fees	\$2,000	\$2,000
5	Interest	\$5	\$5
6	Income Total	\$193,676	\$193,676
B	Operating Expenses	Approved 2015/2016	Proposed 2016/2017
7	Salaries / Wages	\$94,726	\$94,726
8	Employee benefits / taxes	27,404	\$27,404
9	Accounting / Legal	11,365	\$11,365
10	Library materials programs	\$27,251	\$27,251
11	Utilities	\$12,700	\$12,700
12	Supplies / Custodial	\$12,230	\$12,230
13	Maintenance / Security	\$8,000	\$8,000
14	Operating Expenses Total	\$193,676	\$193,676

NOTES TO ESTIMATE OPERATING INCOME AND EXPENSES:

Despite only 3 months of use of the Fiscal Year 2015-2016 budget we are committed to keeping our expenses for Fiscal Year 2016-2017 at the same level thereby eliminating the need, as far as we can foretell this far in advance, to increase our request for Third Taxing District funds.

This draft Budget, in addition to various in-kind programming and services support, will enable the East Norwalk Association/East Norwalk Association Library to continue not only to provide existing expected services and programs for its community but will help enable various additional programs and services to meet the new and growing needs for the people of our community we serve. There may, of course be some "shifting" of category totals, but the bottom lines remain as presented herein.

Respectfully submitted: Stanley M. Siegel , Executive Director, 10/05/15

Pg. 54

East Norwalk Library
Building Major/Capital for 2016-2017

Replacement of sidewalks and curbs (includes mobilization, sawcut, excavation, Concrete curb and concrete sidewalk)	\$34,725.00
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Repair/Resurface front entrance steps	<u>7,000.00</u>
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TOTAL	\$41,725.00
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East Norwalk Firehouse Station #3
Building Major/Capital for 2016-2017

Scope of Services:

Structural review of firehouse

- Visit site to review and document Existing conditions
- Analyze findings
- Prepare report

Estimated Cost for services*

\$4,000.00

*This estimate should not be assumed to be a maximum or minimum. Actual fees may be less than or exceed the estimate.

East Norwalk Historical Cemetery
Major/Capital Budget for 2016-2017

- Removal of two (2) Multi-Stem Black Cherry, Removal of Norway Maple and Pruning Of Pin Oak	\$2,340.00
- Stump Grinding	<u>475.00</u>
TOTAL	\$2,815.00

A							L		M		N		O		P
2016-2017 Third Taxing District Budget- Presented to Commission on 2/1/16															
	Column N	Column M	Column P	Column O	Column P	Column P									
	2014-2015 Approved 3/5/14	2014-2015 Actual	2015-2016 Approved 3/23/15	2015-2016 Projected Actual	2016-2017 Proposed										
6	Sources of District Funds														
7	\$57,648	\$55,857	\$106,014	\$112,120	\$62,710										
8	\$38,000	\$38,000	\$39,140	\$39,140	\$40,314										
9	\$30	\$15	\$20	\$210	\$210										
10	\$299,342	\$299,342	\$295,006	\$295,006	\$279,881										
11	\$395,020	\$393,214	\$440,180	\$446,476	\$383,115										
12	Uses of District Funds														
13	Cash Expenditures & Appropriations for District Operating & Capital Needs														
14	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500										
15	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800										
16	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800										
17	\$1,079	\$1,139	\$1,079	\$1,079	\$1,079										
18	\$26,000	\$28,288	\$27,350	\$27,000	\$30,000										
19	\$7,000	\$6,208	\$7,000	\$6,416	\$7,000										
20	\$25,200	\$22,637	\$25,000	\$25,000	\$26,500										
21	\$4,000	\$4,527	\$4,500	\$4,500	\$4,500										
22	\$0	\$1,426	\$1,500	\$1,500	\$1,500										
23	\$0	\$0	\$42,530	\$42,530	\$4,500										
24	\$10,200	\$5,393	\$7,000	\$7,000	\$7,000										
25	\$5,000	\$0	\$5,500	\$5,380	\$42,000										
26	\$20,000	\$6,300	\$19,500	\$19,620	\$0										
27	\$22,000	\$18,560	\$22,000	\$20,000	\$22,000										
28	\$0	\$0	\$16,000	\$15,520	\$2,815										
29			\$15,000	\$7,000	\$15,000										
30	\$25,000	\$5,395	\$40,000	\$20,000	\$30,000										
31	\$159,579	\$113,973	\$248,059	\$216,645	\$207,994										
32	Appropriations on Behalf of Other Organizations														
33	\$167,121	\$167,121	\$167,121	\$167,121	\$167,121										
34	\$326,700	\$281,094	\$415,180	\$383,766	\$375,115										
35	\$68,320	\$112,120	\$25,000	\$62,710	\$8,000										
	Sub-Total for District General Items														
	Total District Expenditures and Appropriations for Future Work														
	Fund Balance at Year End														

2016-2017 budget for proposal to commission

158



Proposal

From: FGB Construction
158 Bouton Street
Norwalk, CT 06840 USA
Phone: 203-857-0332
Fax: 203-853-1358

Project: 2015-068 3RD TAXING CURBS & WALKS

Description: Concrete curbs and walks for the East Norwalk Library for the 3rd Taxing District

To: third taxing dstrict

Estimator: LM

ITEM / DESCRIPTION	BID QTY U/M	AMOUNT
10 mobilization	1.00 ls	
20 sawcut	200.00 lf	
30 excavation	75.00 cy	
40 concrete curb	160.00 lf	
50 concrete sidewalk	1,040.00 sf	

Proposal

ITEM / DESCRIPTION	BID QTY U/M	AMOUNT
60 temporary road patch	320.00 sf	
TOTAL BID:		\$34,725.00

Project Comments

Signature: _____



CUOCO STRUCTURAL ENGINEERS, LLC

60 Katona Drive, Suite 12, Fairfield, CT 06824
Phone: 203-362-1902, Fax: 203-362-1966, www.csellc.com

AGREEMENT FOR THE PROVISION OF STRUCTURAL ENGINEERING SERVICES

Client: James Hines **Date:** December 3, 2015
Norwalk Fire Department
jim@jmkconstructiongroup.com

Project Name/ Location: Fire Station #3
56 Van Zant Street
East Norwalk, CT
CSE Project #: 15-286

Scope of Services: Structural review of firehouse
• Visit site to review and document existing conditions
• Analyze findings
• Prepare report

Fee Arrangements: The fee for CSE's services shall be charged based on actual accrued time in accordance with our standard hourly rate schedule below. Estimated cost for services would be approximately \$4,000. **This estimate should not be assumed to be a maximum or minimum. Actual fees may be less than or exceed the estimate.**

Retainer Amount: N/A

Special Conditions: N/A

The Terms and Conditions on the reverse of this form are a part of this Agreement. Retainers, if applicable, will be applied to the final invoice for the project.

Offered By:

Accepted by:

(SIGNATURE)

(SIGNATURE)

(DATE)

Nic Cuoco, PE, SE, SECB
Principal

(PRINTED NAME/TITLE)

(PRINTED NAME/TITLE)

CUOCO STRUCTURAL ENGINEERS, LLC

(FOR)

Client: Return One Copy with Retainer, if indicated.

TERMS AND CONDITIONS

CUOCO STRUCTURAL ENGINEERS, LLC (CSE) shall perform the services outlined in this agreement for the stated fee arrangement. This proposal is valid only if accepted within 30 days of the proposal date.

a) *Lump sum* – amount stated is total fee, amount may be adjusted proportionally if project not completed within 18 months of proposal date. Additional fees beyond the "Scope of Services" indicated shall be charged based on actual accrued time in accordance with our standard hourly rate schedule. b) *Hourly* - project shall be charged based on time devoted to the project, such as but not limited to, analysis, design, drafting, meetings, travel, and project setup and administration, in accordance with our standard hourly rate schedule. The rates shall be those that prevail at the time the services are rendered. On projects with Hourly based fees, any additional services shall also be charged in accordance with our standard hourly rate schedule. CSE's current standard hourly rate schedule is as follows:

<u>Principal</u>	<u>Senior Engineer</u>	<u>Project Engineer</u>	<u>AWS Welding Inspector</u>	<u>Engineering Assistant</u>	<u>Permit Specialist</u>	<u>CAD Operator</u>	<u>Technician</u>	<u>Clerical</u>	<u>Expert Witness</u>
\$185 / hr.	\$175 / hr.	\$150 / hr.	\$130 / hr.	\$120 / hr.	\$120 / hr.	\$90 / hr.	\$95 / hr.	\$90 / hr.	\$375. / hr.

The ranges indicated on Hourly projects are solely estimates and should not be assumed as maximums or minimums. The actual fees may exceed or be less than the estimated range.

Reimbursable expenses incurred in the interest of the project are in addition to the stated fee. They shall include such necessary costs as but not limited to: travel expenses, such as tolls and/or airline tickets, mileage, express mail, reproduction (prints, plots, etc . . .), and photos and shall be billed at cost *plus* 15% to cover administrative expenses.

BILLING/PAYMENTS: Invoices for CSE's services shall be submitted, at CSE's option, either upon completion of such services or on a monthly basis. Invoices are due upon receipt and are past due 30 days after the invoice date. If the invoice is not paid within 30 days, CSE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice. Payment of fees is expressly not conditioned upon Client receiving any payment from third parties who are not a party to this agreement.

LATE PAYMENTS: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate), at the sole election of CSE. In the event any portion or all of an account remains unpaid 30 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION: In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitting by law, to indemnify and hold harmless CSE, its officers, directors, employees, agents, consultants and subconsultants from and against all damages, liability or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project or the performance, by any parties above named, of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of CSE.

ALLOCATION: In recognition of the relative risks and benefits of the project to both the Client and CSE, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of CSE, its officers, directors, employees, agents, consultants and subconsultants for the Client's damages to the sum of total fee's paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

HIDDEN CONDITIONS: The evaluation of an existing structure may require that certain assumptions be made regarding existing conditions that are not visible. Some of these assumptions may not be verifiable without significant cost or destruction of otherwise adequate and serviceable portions of the structure. Where it is impractical to verify assumptions concerning hidden conditions, we assume no responsibility for any additional costs or liabilities associated with existing conditions which deviate from those assumed.

FOUNDATIONS: This fee proposal is based on the assumption that the subsoil is suitable for the support of conventional spread footing foundations. Additional fees will apply if this assumption proves inaccurate. It is recommended that soil test borings be performed prior to the *Contract Document Phase* of the project. Should the Client opt not to have the recommended soil borings taken, CSE will be notified prior to the start of construction so that the soil conditions may be reviewed by a representative from CSE or a Geotechnical Engineer, licensed in the state of the project. The fees for the in-situ soil review by a representative of CSE shall be charged as an *Additional Service* or as a reimbursable expense should a Geotechnical Engineer review the soil. Should the subsoil prove not be adequate for the support of the superstructure, alternate foundations systems may be proposed or the recommendation may be made to the Client or Owner to engage the services of the Geotechnical Engineer for further investigation. Should CSE not be notified to verify the soil prior to the start of construction, the Client indemnifies and holds harmless CSE for any potential foundation settlement and related costs that may occur due to inadequate soil conditions.

HAZARDOUS MATERIALS: CSE shall have no responsibility for the discovery, handling, removal, or disposal of hazardous materials, including but not limited to, asbestos, lead paint, mold, or contaminated soil.

OWNERSHIP OF INSTRUMENTS OF SERVICES: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media produced by CSE under this agreement shall remain the property of CSE and may not be used by the Client for any other endeavor without written consent of CSE.

ALTERNATE DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION OF SERVICES: This agreement may be terminated by the Client or CSE should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay CSE for all services rendered to the date of termination and all reimbursable termination expenses.

GOVERNING LAW: Unless otherwise specified, this agreement shall be governed by the laws of the State of Connecticut.



ALMSTEAD

TREE, SHRUB & LAWN CARE

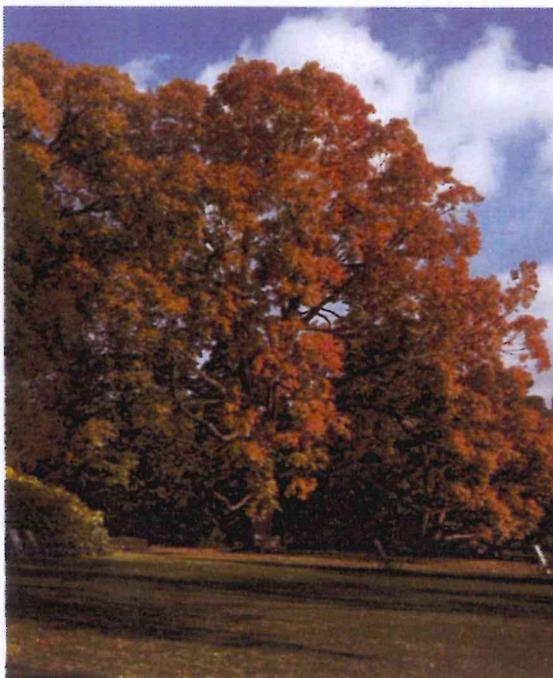
The Science of Preserving Nature Since 1964

Tree Care Proposal

Third Taxing District

East Norwalk Historical Cemetery

October 2, 2015





ALMSTEAD

TREE, SHRUB & LAWN CARE

arbor care plant health care lawn care organic consulting

80 Lincoln Avenue
Stamford, CT 06902
Phone (203) 348-4111
Fax (203) 708-0071
www.almstead.com

Third Taxing District
2 Second St
East Norwalk, CT 06855

October 2, 2015

Re: East Norwalk Historical Cemetery, East Norwalk, CT

Dear Mr. Scofield:

My recommendations are outlined in the following proposal. To proceed with the work, we ask that you complete the authorization page and either mail or fax it back to our office.

If you have any questions, don't hesitate to reach out to me or my assistant Maria. My email is itaylor@almstead.com, and our phone number is 203-348-4111. You can also find detailed descriptions of our services online at almstead.com.

Sincerely,

Isaac Taylor
Connecticut Licensed Arborist #S-5526

Arbor Care Definitions

Pruning Standards: Experts in the field of arboriculture have established a committee to develop standards of tree maintenance. This committee, working with the American National Standards Institute (ANSI), developed standards from pruning and other aspects of tree care. These standards provide for a higher, more uniform level of service and help ensure public safety.

Almstead adheres to the principals of the International Society of Arboriculture (ISA), the Tree Care Industry Association (TCIA) and *The American National Standard for Tree Care Operations - Tree, Shrub and other Woody Plant Maintenance - Standard Practices (ANSI A300)*. All work shall be completed in compliance with A300 Standards.

Pruning Objectives:

Structural Pruning: Structural pruning shall consist of selective pruning to improve tree and branch architecture primarily on young- and medium-aged trees.

Restoration Pruning: Restoration shall consist of selective pruning to redevelop structure, form, and appearance of severely pruned, vandalized, or damaged trees.

Vista Pruning: Vista/view pruning shall consist of the use of one or more pruning methods (types) to enhance a specific line of sight.

Pruning Methods:

Prune to Clean: Cleaning shall consist of pruning to remove one or more of the following non-beneficial parts: dead, diseased, and/or broken branches.

Prune to Thin: Thinning shall consist of selective pruning to reduce density of live branches.

Prune to Raise: Raising shall consist of pruning to provide vertical clearance.

Prune to Reduce: Reducing shall consist of pruning to decrease height and/or spread.

Take Down: Removing a tree and cutting stump as flush to grade as possible.

Stump Grinding: Grinding the stump to recommended depth below grade and backfilling with the resulting debris/wood chips.

Cabling: Cables restrict the distance that branches can move in relation to each other. Installed across a weak junction, they will greatly reduce the risk of failure. Installed on overextended branches, they can be used to support the branch.

Bracing: Brace rods are used to reduce the risk of two or more stems spreading farther apart or moving sideways in relation to each other. They are also used to fasten together a junction or branch that is split apart.



Arbor Care Recommendations

The following recommendations are for Arbor Care on the property, which includes all phases of pruning, cabling, and tree removals. Unless otherwise noted, branches are chipped and removed from the property, and stumps are cut as close to grade as equipment will allow. When stump grinding is recommended, stumps are ground 6-8" below grade and the hole is backfilled with the resulting debris.

Arbor Care: Pruning & Removal

1. Take down two (2) multi-stem black cherry near marble slab.
2. Remove Norway maple under large pin oak.
3. Prune to clean pin oak 1" diameter and greater and raise to 20'.

Cost of Pruning & Removal \$2,340.00

4. Grind 2 cherry stumps.
5. Grind existing 2 old stumps along west wall.
6. Grind existing stump along NE wall.

Cost of Stump Grinding \$475.00

Authorization to Proceed

Check for Authorization

- Arbor Care: Removal \$2,340.00
 Arbor Care: Stump Grinding \$475.00

Amount of Deposit (1/3 or greater): \$ _____

Pay by Check

Please make checks payable to Almstead Tree & Shrub Care Company.

Pay Online

Pay your deposit online easily and securely using any major credit card. Simply visit almstead.com/payment.php and reference the following invoice number: **HIST2**

Pay by Credit Card

The credit card provided will be charged for the deposit of the work outlined above. Unless otherwise noted, this credit card will also be charged for the balance upon completion of the work.

Name on card: _____

MasterCard Visa Discover AmEx

Billing Address: _____

Card Number: _____

City: _____

Expiration Date: _____ CVC: _____

State: _____ Zip: _____

Almstead Tree & Shrub Care Company is authorized to proceed with the work outlined in this proposal. I understand that the amounts listed above do not include sales tax, and that I am responsible for payment of same, or for providing a Tax Exempt Certificate to Almstead Tree, Shrub & Lawn Care.

Authorization Signature: _____ Date: _____

Customer: HIST2

Terms and Conditions

The following terms and conditions are a part of the confirmation of work to be performed by ALMSTEAD TREE & SHRUB CARE COMPANY, LLC (hereinafter "ALMSTEAD") and with the information on the front, constitute the entire agreement. This proposal is valid for 90 days.

Performance by Almstead Work crews will arrive at the job site unannounced unless otherwise noted herein. ALMSTEAD shall attempt to meet all performance dates, but shall not be liable for damages due to delays for inclement weather or other causes beyond its control. The client shall not be relieved of his responsibility because of delays. Our Plant Health Care and Lawn Care programs are designed to manage and not eradicate pest and disease infestations. Horticulturally tolerable levels of pests and disease may still be present after treatment. Any epidemic infestation may require additional visits at additional cost to the client, pending client approval. As grass and other plant life are living, changing organisms affected by several factors beyond our control, no guarantee on turf, plant or general landscape safety, health or condition is expressed or implied in this contract unless specifically stated in writing. At each Plant Health Care or Lawn Care application, an evaluation will be left indicating the service(s) performed and, if necessary, any additional recommendations. Re-measurement of your lawn may also be performed if there is a discrepancy; should this occur, you will be notified of any resulting price adjustments.

Workmanship All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth in section Z133.1 of ANSI A300 by the American National Standards Institute (ANSI) and endorsed by the National Arborist Association. The client is responsible for advising ALMSTEAD regarding the location of underground utilities, including irrigation systems and invisible fencing, in the area where work is to be done. ALMSTEAD shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. Unless otherwise indicated herein, ALMSTEAD will remove wood, brush and debris incidental to the work.

Insurance ALMSTEAD is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

Access to Work The client shall provide free access to work areas for ALMSTEAD employees and vehicles and agrees to keep driveways clear and available for movement and parking of required trucks and equipment during normal working hours. ALMSTEAD employees shall not be expected to keep gates closed for children or animals.

Ownership The client warrants that all plant material and property upon which work is to be performed are either owned by the signatory to this agreement or that permission for the work has been obtained from the owner by the signatory. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. ALMSTEAD is hereby held harmless from all claims for damages resulting from the client's failure to obtain such permits.

Product Information Certain states require that specific product application information be submitted to the client. We will send you our DataBook, which provides approximate dates of application and ingredient information when required. Please note that *the property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract.* Your written authorization on the reverse of this form waives any pre-notification unless otherwise noted.

Plant Health Care and Lawn Care Applications ALMSTEAD will be responsible for the proper application of any formulation that is commonly used in the industry to control specific problems affecting trees, shrubs, or lawns. However, ALMSTEAD shall not be responsible for any unforeseen, unusual, or abnormal reaction in persons, pets, or other animals resulting from the use of such materials. The parties agree that in no instance may the client seek damages in excess of the contract price.

Removal ALMSTEAD will render complete removal of the tree within 6" of ground level and cleanup of all debris, unless otherwise noted. Additional charges may be levied for unseen concrete or metal in tree upon notification of owner. Some lawn damage is expected when removing trees.

Cabling/Bracing Cabling and bracing of trees is intended to reduce hazard potential only. It does not permanently remedy structural weakness, is not a guarantee against failure and requires periodic inspection.

Terms of Payment All accounts are net payable upon receipt of invoice. A service charge of 1.5% per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney fees and court costs. ALMSTEAD reserves the right to make reasonable changes in price on an annual basis to automatically renewing contracts based upon market conditions.

Concealed Contingencies The client agrees to pay ALMSTEAD on a time and materials basis for any additional work required to complete the job occasioned by concrete, or other foreign matter, or stinging insect nests in the tree(s) or branches, rock, pipe or electrical lines encountered in excavations and not described on the face of this agreement, or any other condition not apparent in estimating the work specified.

Guarantee At Almstead Tree & Shrub Care, we want to exceed your expectations of us. If you are not happy with us for any reason, please call. We will take all reasonable steps to correct the situation. If our treatments have failed to reduce or eliminate the problem we originally treated, we will re-treat the problem or provide appropriate care at no charge. We strive to guarantee your satisfaction.

Ken Almstead, CEO 

CT Reg. B-1068

DISTRICT BUDGET MOTION

** COMMISSIONER _____ MOVED TO ACCEPT THE DISTRICT BUDGET
AS PRESENTED TO GO BEFORE THE RATEPAYERS ON MARCH 2, 2016.

** COMMISSIONER _____ SECONDED.

** THE MOTION PASSED UNANIMOUSLY.



Third Taxing District

2 Second Street
East Norwalk, CT 06855

Tel: (203) 866-9271

Fax: (203) 866-9856

MEMORANDUM

To: TTD Commissioners

From: Ron Scofield 

Date: January 21, 2016

Re: Transcribing Annual Meeting Minutes

The following is my recommendation for the transcribing of the Annual Meeting Minutes and produce Corporate Minutes:

Based on a 4-Hour Meeting and 50 Pages of Transcript

Hire Karen Birck to do the Corporate Minutes:

Attendance at Meeting (4 Hrs. @ \$23/Hr.)	\$ 92.00
Prepare Minutes (9 Hrs. @ \$23/Hr.)	<u>207.00</u>
	\$299.00

And hire Andrea Kingsley to transcribe the meeting:

Attendance at Meeting	\$ 75.00
Transcription Fee (50 pages @ \$4.25/Page)	<u>212.50</u>
	\$287.50

Grand Total	\$586.50*
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*\$1,063.50 less than Stamford Court Reporter.

District Commissioners

Charles L. Yost 203-853-0837
 David L. Brown 203-866-8099
 Debora Goldstein 203-252-7214

Chairman
 Commissioner
 Commissioner

James Smith 203-866-9271
 Ron Scofield 203-866-9271
 Michael Intrieri 203-866-3001

General Manager
 Assistant General Manager
 Treasurer

March 2, 2016 Annual Meeting

Stamford Court Reporter

Audio feed will be taken from supplied PA system	\$750.00
Transcribe Audio (Verbatim – 10 business days turnaround)	\$5/page
Corporate Minutes (7 calendar days)	\$150/Hour

\$1,650.00

Terms:

\$500 deposit upon acceptance of proposal.
Balance paid upon delivery of the transcript and corporate minutes.

Andrea Kingsley (recommendation from Mike at Performance Audio)

\$75 – Appearance Fee
\$4.25/page for transcript
NO Corporate Minutes

Campano & Associates

\$200 – Appearance Fee
\$6.85/page (25 lines/page)
NO Corporate Minutes

Karen Birck (does work for New Canaan P&Z)

\$23/Hour – includes appearance fee, recording and transcribing time
Will do Corporate Minutes
Will NOT do a full transcript

Miziankiewicz & Miller (Stamford, CT)

\$175 – Appearance Fee
\$6.00/page for Transcript
\$125 – Non-Writing Hourly (The "hourly non-writing" rate comes into play when the court reporter is sitting at the deposition not taking down testimony. It is also for any time he/she might have to sit around and wait for the attorneys.)
Normal turnaround is 10 business days.
Have never done Corporate Minutes before. Not sure they can.



Third Taxing District

2 Second Street
East Norwalk, CT 06855

Tel: (203) 866-9271
Fax: (203) 866-9856

MEMORANDUM

To: Commission

From: Ron Scofield 

Date: January 27, 2016

Re: 2016 District Concerts (For Discussion at February 1st Meeting)

I recommend the following for 7 concerts this summer, if they are available. I am listing others who are available if you want to remove anyone and add other names.

My Recommendations:

1. The Fairfield Counts)
 2. Memphis Soul Spectacular) All appeared last season.
 3. Tim Currie's Motown Band) Good crowds – good crowd reaction
 4. Pocket Full of Soul)
 5. Summertime (recommended by Ron)
 6. Freddie Harris III (recommended by Dave Brown)
 7. Billy & The Showmen – new group – local band in Greenwich – John Sirio plays Sax with Tim Currie Band
- OR
- Tracey DeLucia – appeared 3 times in the past – Country Music. Well-received by audience.

Other New Groups Who Have Contacted Ron:

- Silver Streaks
- Big Beat Oldies Band (has appeared before)
- Nina ETCetera
- Andrew Lane (local musician – living in East Norwalk)

**I have asked Parks & Rec when I can request the Showmobile dates, but they have not gotten back to me yet.

District Commissioners

Charles L. Yost	203-853-0837	Chairman	James Smith	203-866-9271	General Manager
David L. Brown	203-866-8099	Commissioner	Ron Scofield	203-866-9271	Assistant General Manager
Debra Goldstein	203-252-7214	Commissioner	Michael Intrieri	203-866-3001	Treasurer

Dg.72

GENERAL MANAGER'S REPORT
(Note Page)

**Third Taxing District
Financial Highlights
Jul-Dec 2015 vs. Jul-Dec 2014**

	Jul-Nov 2015	Jul-Nov 2014	\$ Change	% Change
Total Income	5,634,518	4,927,634	706,883	14%
Total Expense	5,418,928	5,165,033	253,895	5%
Net Ordinary Income	215,590	(237,399)	452,988	-191%
Other Income	226,122	283,348	-57,226	-20%
Other Expense	54,791	41,552	-	-
Net Income before Rate Stabilization	386,921	4,397	382,523	8699%
Rate Stabilization	456,248	375,536	80,712	21%
Net Income	843,169	379,933	463,235	122%

CASH BALANCES FY 2015

ACCTS

	Dec-15
Operating Accounts	747,343
Construction WIP	594,992
Capital Improvements Fund	865,450

TTD Outstanding Principal Balance with CMEEC

Balance as of July 1, 2014	5,146,271
Current Balance	4,390,151
Current Fiscal Year Capital Additions to date	689,035.19

Power Supply

	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date	\$ Change	% Change
Energy Cost	\$ 3,418,070	\$ 3,324,881	\$ 93,189	3%
Budget Energy Cost	\$ 3,144,624	\$ 3,158,637	\$ (14,013)	0%
Energy Cost Cents/KWH	10.380	10.250	\$ 0.13	1%

Third Taxing District
Profit & Loss Prev Year Comparison
December 2015

	Dec 15	Dec 14	\$ Change	% Change
Ordinary Income/Expense				
Income				
443-00 · Cervalis Data Center Revenues	21,016.55	5,795.34	15,221.21	262.65%
440-00 · Residential Sales	278,026.16	306,559.59	-28,533.43	-9.31%
442-01 · Large Commercial Sales	73,663.46	72,335.63	1,327.83	1.84%
442-02 · Small Commercial Sales	188,177.32	197,951.23	-9,773.91	-4.94%
445-01 · Water Pollutn Contrl Plnt Sales	74,447.79	87,200.88	-12,753.09	-14.63%
445-02 · Flat Rate	8,680.29	10,266.02	-1,585.73	-15.45%
451-00 · Miscellaneous Service Revenue	2,535.00	6,956.98	-4,421.98	-63.56%
557-00 · Purchased Power Adjustment	104,430.60	41,324.90	63,105.70	152.71%
Total Income	750,977.17	728,390.57	22,586.60	3.1%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	468,977.22	514,380.22	-45,403.00	-8.83%
Total COGS	468,977.22	514,380.22	-45,403.00	-8.83%
Gross Profit	281,999.95	214,010.35	67,989.60	31.77%
Expense				
904-00 · Substation	30,241.70	22,907.17	7,334.53	32.02%
403-00 · Depreciation Expense	62,283.00	46,636.06	15,646.94	33.55%
408-00 · Taxes	1,890.05	915.51	974.54	106.45%
540-00 · Other Power Generation Expense	21,926.67	17,284.76	4,641.91	26.86%
580-00 · Distribution Expenses	1,606.38	3,589.65	-1,983.27	-55.25%
590-00 · Maintenance Expenses	59,469.87	61,515.48	-2,045.61	-3.33%
900-00 · Customer Accounts & Service	30,639.81	36,270.07	-5,630.26	-15.52%
920-00 · Administrative Expenses	148,204.68	187,568.70	-39,364.02	-20.99%
Total Expense	356,262.16	376,687.40	-20,425.24	-5.42%
Net Ordinary Income	-74,262.21	-162,677.05	88,414.84	54.35%
Other Income/Expense				
Other Income				
418-00 · Dividends	0.00	1,825.14	-1,825.14	-100.0%
419-00 · Interest Income	499.75	24.40	475.35	1,948.16%
421-00 · Norden Project Income	28,910.38	45,488.56	-16,578.18	-36.45%
424-00 · Energy Conservation Fund Income	9,679.21	10,837.36	-1,158.15	-10.69%
425-00 · Miscellaneous Income	0.00	0.00	0.00	0.0%
Total Other Income	39,089.34	58,175.46	-19,086.12	-32.81%
Other Expense				
426-20 · Energy Conservation Expense	0.00	2,724.75	-2,724.75	-100.0%
942-00 · Interest Expense	357.20	234.33	122.87	52.44%
Total Other Expense	357.20	2,959.08	-2,601.88	-87.93%
Net Other Income	38,732.14	55,216.38	-16,484.24	-29.85%
Net Income before rate stabilization	-35,530.07	-107,460.67	71,930.60	66.94%
Rate Stabilization	27,412.11	18,106.73	9,305.38	51.39%
Net Income	-8,117.96	-89,353.94	81,235.98	90.92%

**Third Taxing District
Profit & Loss Prev Year Comparison
July through December 2015**

	<u>Jul - Dec 15</u>	<u>Jul - Dec 14</u>	<u>\$ Change</u>	<u>% Change</u>	
Ordinary Income/Expense					
Income					
443-00 · Cervalis Data Center Revenues	101,006.78	87,564.79	13,441.99	15.35%	
440-00 · Residential Sales	2,166,891.53	1,628,855.07	538,036.46	33.03%	
442-01 · Large Commercial Sales	514,550.29	403,983.97	110,566.32	27.37%	
442-02 · Small Commercial Sales	1,485,911.04	1,125,126.17	360,784.87	32.07%	
445-01 · Water Pollutn Contrl Plnt Sales	521,090.79	456,697.26	64,393.53	14.1%	
445-02 · Flat Rate	51,982.74	46,382.32	5,600.42	12.07%	
557-00 · Purchased Power Adjustment	793,084.66	1,179,024.77	-385,940.11	-32.73%	Footnote 1
Total Income	<u>5,634,517.83</u>	<u>4,927,634.35</u>	<u>706,883.48</u>	<u>14.35%</u>	
Cost of Goods Sold					
555-00 · Electrical Power Purchased	3,418,069.91	3,324,880.67	93,189.24	2.8%	
Total COGS	<u>3,418,069.91</u>	<u>3,324,880.67</u>	<u>93,189.24</u>	<u>2.8%</u>	
Gross Profit	<u>2,216,447.92</u>	<u>1,602,753.68</u>	<u>613,694.24</u>	<u>38.29%</u>	
Expense					
904-00 · Substation	106,534.43	111,817.17	-5,282.74	-4.72%	
403-00 · Depreciation Expense	373,698.00	321,019.23	52,678.77	16.41%	Footnote 2
408-00 · Taxes	110,934.19	85,039.70	25,894.49	30.45%	
540-00 · Other Power Generation Expense	63,519.05	31,262.27	32,256.78	103.18%	Footnote 3
580-00 · Distribution Expenses	29,798.65	36,437.99	-6,639.34	-18.22%	
590-00 · Maintenance Expenses	305,863.50	316,153.86	-10,290.36	-3.26%	
900-00 · Customer Accounts & Service	130,919.06	141,701.02	-10,781.96	-7.61%	
920-00 · Administrative Expenses	879,105.30	796,721.12	82,384.18	10.34%	Footnote 4
980-00 · General Community Expenses	486.25	0.00	486.25	100.0%	
Total Expense	<u>2,000,858.43</u>	<u>1,840,152.36</u>	<u>160,706.07</u>	<u>8.73%</u>	
Net Ordinary Income	<u>215,589.49</u>	<u>-237,398.68</u>	<u>452,988.17</u>	<u>190.81%</u>	
Other Income/Expense					
Other Income					
418-00 · Dividends	7,681.22	10,499.79	-2,818.57	-26.84%	
419-00 · Interest Income	3,719.53	155.48	3,564.05	2,292.29%	
420-00 · Gain/(Loss) on Investments	-21,959.87	0.00	-21,959.87	-100.0%	Footnote 5
421-00 · Norden Project Income	160,398.96	243,105.40	-82,706.44	-34.02%	Footnote 6
423-00 · Gain/(Loss) from Sale of FA	9,000.17	0.00	9,000.17	100.0%	Footnote 7
424-00 · Energy Conservation Fund Income	45,230.40	29,587.36	15,643.04	52.87%	
425-00 · Miscellaneous Income	22,051.42	0.00	22,051.42	100.0%	
Total Other income	<u>226,121.83</u>	<u>283,348.03</u>	<u>-57,226.20</u>	<u>-20.2%</u>	
Other Expense					
426-30 · PERSON TO PERSON	20,000.00	20,000.00	0.00	0.0%	
426-20 · Energy Conservation Expense	32,611.18	19,950.91	12,660.27	63.46%	
942-00 · Interest Expense	2,180.55	1,600.80	579.75	36.22%	
Total Other Expense	<u>54,791.73</u>	<u>41,551.71</u>	<u>13,240.02</u>	<u>31.86%</u>	
Net Other Income	<u>171,330.10</u>	<u>241,796.32</u>	<u>-70,466.22</u>	<u>-29.14%</u>	
Net Income before rate stabilization	<u>386,919.59</u>	<u>4,397.64</u>	<u>382,521.95</u>	<u>8,698.35%</u>	
Rate Stabilization	<u>456,248.95</u>	<u>375,536.16</u>	<u>80,712.79</u>	<u>21.49%</u>	
Net Income	<u>843,168.54</u>	<u>379,933.80</u>	<u>463,234.74</u>	<u>121.93%</u>	

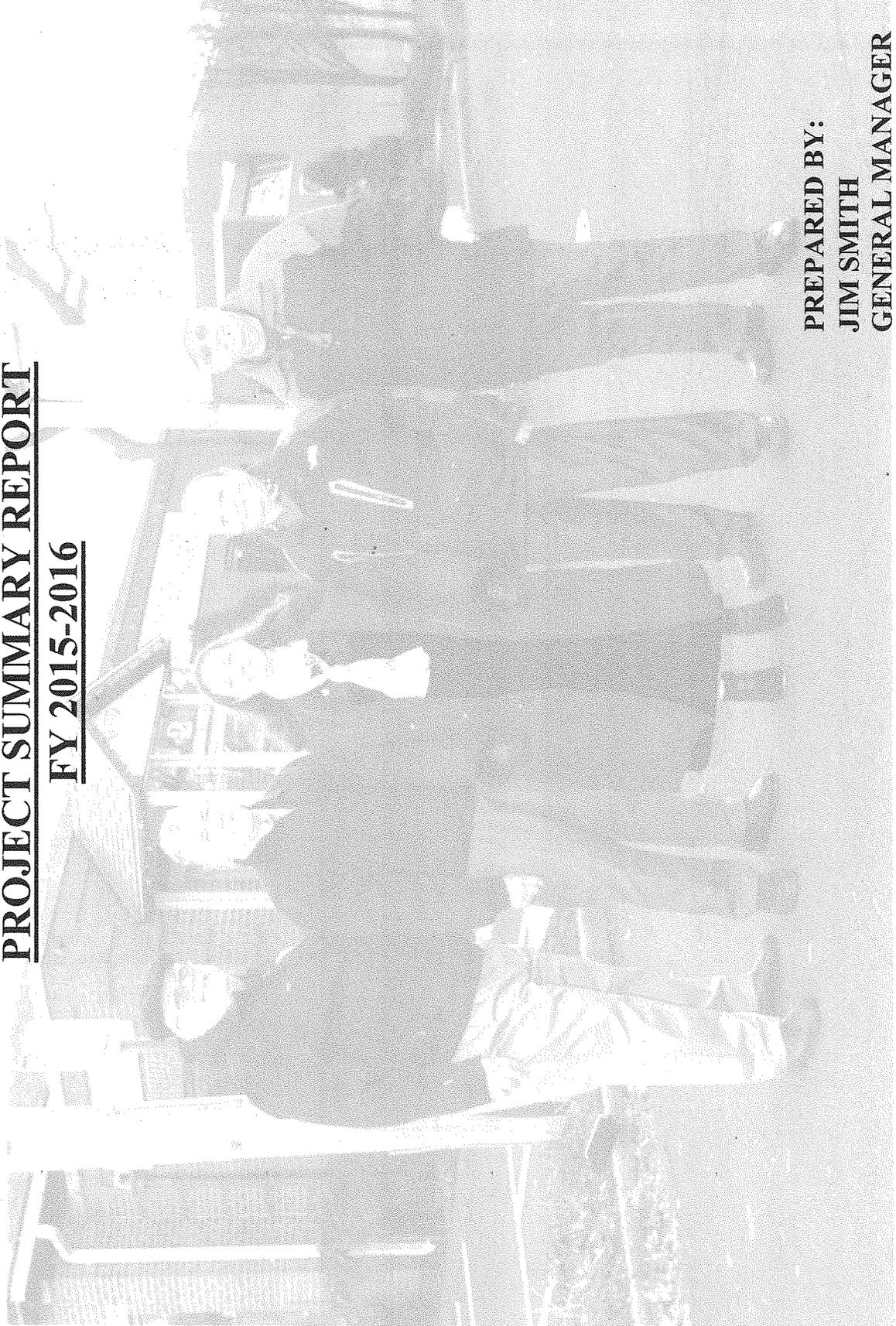
Third Taxing District
Profit & Loss Statement
Explanation of Major Variances
Jul-Dec 2015 vs. Jul-Dec 2014

1. The decrease in the fuel adjustment is due to the fact that the District moved to a revenue neutral rate adjustment in accordance with the results of the independent rate study. The Fuel Adjustment rate was decreased and the adjustments were spread proportionally to the revenues throughout the system. This can be seen by reviewing the December 2015 year to date financial statements versus the December 2014 year to date financial statements.
2. The increase in depreciation expense is mainly due to the Fitch and Cervalis projects that are now full year.
3. Other Power Generation expense increased \$32K due to maintenance on the generators by HO Penn for \$11K and \$6K in painting with Sergio's Painting.. The additional increase is due to the timing of fuel purchases from East River Energy for the generators.
4. The \$82K increase in Administrative expenses is due primarily to the unforeseen (i.e., not budgeted) roof repairs that were contracted with Ricks Main Roofing amounting to approximately \$40,000. The increase is also attributable to an increase in legal fees mainly due to the work done by Berchem, Moses & Devlin for \$16K. The district also has increased their contributions to the pension fund in an attempt to grow closer to becoming fully funded. The contributions were increased from \$8,223 in the prior year to \$12,500 in the current year. Also attributing to the increase is the timing of health insurance payments and benefits.
5. The \$21K decrease in Gain/(Loss) on Investments is due to the fair market value adjustment of the investment portfolio which is representative of unrealized loss.
6. The decrease in Norden Income is a function of how often the generators are run.
7. The increase in Gain/(Loss) on Sale of FA is due to the sale of scrap at Lajoies and old transformers with Jerry's Electric.

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

		2015	December 2014	Industry Average (Bandwidth)
1)	OPERATING RATIO	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	96.17%	104.82%
2)	POWER SUPPLY EXPENSE RATIO	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	66%	64%
3)	BAD DEBT RATIO	TOTAL CUSTOMER ACCOUNTS OVER 90 DAY / TOTAL ACCOUNTS RECEIVABLE	5.90%	6.30%
4)	ACTUAL RATE OF RETURN ON RATE BASE	AUTHORIZED BY STATE STATUTE	N/A	N/A
5)	ELECTRIC CUSTOMERS PER EMPLOYEE	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	358	386
				87% - 92%
				65% - 70%
				3% - 10%
				Varies by state
				200 - 500

THIRD TAXING DISTRICT
PROJECT SUMMARY REPORT
FY 2015-2016



PREPARED BY:
JIM SMITH
GENERAL MANAGER

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THIRD TAXING DISTRICT – PROJECT SUMMARY

UPDATED: JANUARY 31, 2016

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
1)	A-BASE METER REPLACEMENT PROGRAM	<ul style="list-style-type: none"> IN PROCESS WITH METER DEPT. 	ON-GOING UNTIL COMPLETED	<ul style="list-style-type: none"> JANUARY 2016 – NO ACTIVITY DURING THE MONTH BASED ON WEATHER AND CONCENTRATION ON INSTALL OF RADIO-READ METERS.
2)	CUSTOMER SERVICE TRAINING PROGRAM	<ul style="list-style-type: none"> TRAINING THROUGHOUT THE YEAR BASED ON TRAINING OPPORTUNITIES AND EMPLOYEE SCHEDULES. 	1 ST & 2 ND QTR 2016	<ul style="list-style-type: none"> JANUARY 2016 – KRISTEN MALONE WILL BE TAKING A 4-PART WEBINAR SERIES WITH APPA TITLED ELECTRIC UTILITY 101.



COMMENTS/MONTHLY UPDATE

TIMELINE

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PROJECT

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#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
3)	SUCCESSION PLANNING PROCESS	<ul style="list-style-type: none"> COMPLETE WITH PERIODIC REVIEW NEW LINEMAN TO BE HIRED DURING SECOND HALF OF FISCAL YEAR. 	ON-GOING	
4)	RADIO-READ METER UPGRADE	<ul style="list-style-type: none"> APPROXIMATELY 1/3RD OF SYSTEM COMPLETED. 	ON-GOING THROUGH 2015 INTO 2016	<ul style="list-style-type: none"> JANUARY 2016 – INSTALLED 30 RADIO READ METERS DURING THE MONTH OF JANUARY, FOR A TOTAL OF 1,645 TO DATE. WEATHER AND ILLNESS SLOWED DOWN THIS PROCESS, BUT WE ANTICIPATE ADDITIONAL METERS WILL BE INSTALLED DURING THE LAST WEEK OF THE MONTH.
5)	UPGRADE FLEET VEHICLES	<ul style="list-style-type: none"> PURCHASING/LEASING VEHICLES IN ACCORDANCE WITH FIVE-YEAR FLEET VEHICLE REPLACEMENT SCHEDULE. 	ON-GOING WITH PERIODIC UPDATES	



COMMENTS/MONTHLY UPDATE

TIMELINE

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PROJECT

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#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
6)	UPDATE EMERGENCY PLAN FOR DEPARTMENT	<ul style="list-style-type: none"> IMPLEMENTED AS NEEDED DEPENDING ON WEATHER CONDITIONS, OR AS SPECIAL CIRCUMSTANCES DICTATE. 	ON-GOING	<ul style="list-style-type: none"> JANUARY 2016 – REVIEWED PARTS OF THE EMERGENCY PLAN IN PREPARATION FOR WINTER STORM (JANUARY 23-24) WITH APPROPRIATE STAFF IN CONJUNCTION WITH PERIODIC UPDATES FROM EMERGENCY MANAGEMENT/DES.
7)	I/T UPDATE/ UPGRADES	<ul style="list-style-type: none"> TRANSITION PROCESS COMPLETED WITH PERIODIC UPDATES TO HARDWARE/ SOFTWARE, IT SYSTEM, ETC. AS NEEDED. 	ON-GOING	<ul style="list-style-type: none"> JANUARY 2016 – PROMOTED AND LAUNCHED “INVOICE CLOUD,” OUR NEW ELECTRONIC PAYMENT PROCESSING PROGRAM DURING THE MONTH. OTHER THAN A FEW MINOR TRANSITIONAL ISSUES WHICH HAVE BEEN CORRECTED BY STAFF, THE SYSTEM IS WORKING AS DESIGNED. THE MAJOR BENEFIT OF THIS SYSTEM FOR TTD IS “REAL TIME” CREDIT OF FUNDS TO OUR DEPOSITORY ALONG WITH THE “REAL TIME” UPDATE TO THE CUSTOMER’S ACCOUNT.
8)	CONDUCT COST OF SERVICE/RATE STUDY	<ul style="list-style-type: none"> INITIAL STUDY CONDUCTED IN 2013 WITH RESULTS IMPLEMENTED IN OCTOBER 2014. 	WORK BEGINS 1 ST QTR 2016.	<ul style="list-style-type: none"> JANUARY 2016 – ALL MATERIALS HAVE BEEN FORWARDED TO UFS TO BEGIN THE COS UPDATE. WE ARE WORKING OUT THE DETAILS OF SCHEDULING, ETC. WITH MATT ALLRED/DAWN LUND.



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#

9)	STRATEGIC PLANNING PROCESS	<ul style="list-style-type: none"> • TO BE PRESENTED TO COMMISSION AT THE FEBRUARY 1, 2016 MEETING. 	BEGIN IN 1 ST QTR 2016.	<ul style="list-style-type: none"> • JANUARY 2016 – BRIEFLY DISCUSSED WITH COMMISSION AT THE JANUARY 19, 2016 MEETING. A MORE THOROUGH DISCUSSION/ PRESENTATION WILL BE MADE AT THE FEBRUARY 1, 2016 COMMISSION MEETING.
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COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
10)	MAPLEWOOD	<ul style="list-style-type: none"> • IN NEGOTIATION. 	ON-GOING	<ul style="list-style-type: none"> • JANUARY 2016 – AN UPDATE REGARDING SETTLEMENT DISCUSSIONS HAS OCCURRED DURING THE MONTH, WHICH I WILL BE UPDATING THE COMMISSION ON IN EXECUTIVE SESSION AT THE FEBRUARY 1, 2016 MEETING.
11)	WEBSITE/BRANDING PROJECT	COMMISSION GRANTED EXTENSION OF JUMAR CONTRACT THROUGH FIRST QUARTER OF 2016.	ON-GOING THROUGH FIRST QTR 2016.	



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
12)	CATV POLE ATTACHMENTS/AMPLIFIERS	<ul style="list-style-type: none"> CURRENTLY IN ACTIVE NEGOTIATIONS WITH CABLEVISION. 	FINALIZE 1 ST QTR OF 2016	<ul style="list-style-type: none"> JANUARY 2016 – DISCUSSIONS CONTINUED DURING THE MONTH BETWEEN OUR ATTORNEYS AND REPRESENTATIVES FROM CABLEVISION. I AM EXERTING PRESSURE ON OUR ATTORNEYS TO CLEAN UP ANY REMAINING CONTRACTUAL ISSUES SO WE CAN GET OUR ANNUAL INVOICE PAID.
13)	UPGRADE/ENHANCE FUEL TANKS @ 2 SECOND STREET	<ul style="list-style-type: none"> CURRENTLY IN COMPLIANCE WITH ALL STATE CODES THROUGH MONTHLY INSPECTIONS. HOWEVER, TANKS ARE AT THE END OF USEFUL LIFE. 	ON HOLD PENDING COMPLETION OF SEVERAL OTHER INFRASTRUCTURE PROJECTS.	<ul style="list-style-type: none"> JANUARY 2016 – WE HAD A SURPRISE INSPECTION FROM THE STATE INSPECTOR ON OUR FUEL TANKS AT THE BEGINNING OF THE MONTH. WE ARE WORKING ON RESOLVING A FEW MINOR ISSUES HE POINTED OUT WITH THE UNDERSTANDING THAT WE WOULD BE REPLACING OUR FUEL TANKS IN THE NEAR FUTURE.



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
14)	SUBSTATION UPGRADES AND IMPROVEMENTS	<ul style="list-style-type: none"> PROJECTS ON-GOING IN ALL SUBSTATIONS IN ORDER TO UPGRADE/ MAINTAIN COMPLIANCE WITH CONVEX/NERC/ FERC REQUIREMENTS. 	ON-GOING THROUGHOUT 2015-16 FISCAL YEAR.	<ul style="list-style-type: none"> JANUARY 2016 – SURVALENT FIELD ENGINEERS WERE ONSITE TO FINALIZE THE COMPLETION OF PHASES 1 AND 2 OF THE SCADA PROJECT. STATUS MEETINGS WERE HELD LATER IN THE MONTH TO ADDRESS ANY REMAINING ISSUES BEFORE WE MOVE INTO PHASE 3.
15)	18 ROWAN STREET RENOVATION	<ul style="list-style-type: none"> PROPERTY ACQUIRED, HOUSE DEMOLISHED AND LOT REPAVED. FINAL STEP IS TO SITE A MATERIALS STORAGE FACILITY ON THE SITE. 	RESCHEDULED TO SPRING 2016.	



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
16)	<ul style="list-style-type: none"> MISCELLANEOUS <ul style="list-style-type: none"> ANNUAL REVENUE/EXPENSE BUDGET/FIVE-YEAR CAPITAL BUDGET 	<p>BUDGET PREPERATION COMPLETED, PRESENTED AND APPROVED BY COMMISSION AT THE JUNE 23, 2015 SPECIAL MEETING FOR THE 2015-16 FISCAL YEAR.</p>	<p>PERIODIC UPDATES WILL BE SENT TO THE COMMISSION AS BUDGET VS. ACTUALS BECOME AVAILABLE.</p>	<ul style="list-style-type: none"> JANUARY 2016 – FY2014-15 BUDGET VS. ACTUALS BASED ON AUDITED NUMBERS WERE SENT UNDER SEPARATE COVER TO THE COMMISSION DURING THE MONTH.
	<ul style="list-style-type: none"> SOLAR PV PROJECT ROOFTOP AT SECOND STREET OFFICE 	<p>NO ACTIVITY AT THIS TIME. WE WILL RE-EVALUATE ONCE ALL OTHER ENERGY CONSERVATION IMPROVEMENTS/PROJECTS (LED S/L's, ETC.) ARE COMPLETED.</p>		
	<ul style="list-style-type: none"> LEASE NEGOTIATION – NORDEN GENERATORS 	<p>ON HOLD PENDING NEGOTIATION.</p>	<p>ON-GOING</p>	



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

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#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
	<p><u>MISC. (Cont.)</u></p> <ul style="list-style-type: none"> SOLAR PROJECTS 	<p>DISCUSSION STAGE/ POTENTIAL PROJECTS DISCUSSED WITH RESIDENTIAL CUSTOMERS AS PRESENTED.</p>	<p>ON-GOING</p>	<p>JANUARY 2016 – AN UPDATE ON THE STATUS OF SEVERAL OF THE SOLAR PROJECTS THE DEPARTMENT IS CURRENTLY INVOLVED WITH WAS PRESENTED BY CYNTHIA TENNEY AT THE JANUARY 19, 2016 COMMISSION MEETING.</p>
	<ul style="list-style-type: none"> ANNUAL FINANCIAL AUDIT (FYE 6/30/15) 	<p>COMPLETED FOR FYE 6/30/15 AS OF NOVEMBER 23, 2015.</p>	<p>EXPECTED COMPLETION DATE – OCTOBER 15TH OF EACH YEAR</p>	<ul style="list-style-type: none"> JANUARY 2016 – MET WITH THE AUDITORS, MATT ALLRED AND STAFF TO AGREE ON A COMPLETION SCHEDULE FOR THE UPCOMING AUDIT FOR FYE 6/30/16. WE HAVE TIGHTENED UP OUR PROCESS AND ESTABLISHED FIRMER DEADLINES TO IMPROVE THE TIMING OF THE AUDIT.



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

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	<p><u>MISC. (Cont.)</u></p> <ul style="list-style-type: none"> • LED STREET LIGHT PROJECT • SCADA PROJECT 	<p>ON-GOING</p> <p>PROJECT BEGINS JULY 2015</p>	<p>ALL OF 2015</p> <ul style="list-style-type: none"> • 1ST/2ND PHASE (SECOND STREET-FITCH STREET SUB-STATION) – JULY 2015 – DECEMBER 2015 • 3RD PHASE (EAST AVENUE) JANUARY 2015 – APRIL 2016 • 4TH PHASE – MAY 2016 – AUGUST 2016 • 5TH PHASE – AUGUST 2016 – NOVEMBER 2016 	<ul style="list-style-type: none"> • JANUARY 2016 – NO LED'S WERE INSTALLED DURING THE MONTH MAINLY DUE TO WEATHER. WE ARE PRIORITIZING REMAINING AREAS BASED ON STOCK AND HOPE TO FINISH UP THE PROJECT DURING THE SPRING. • JANUARY 2016 – SEE COMMENTS ON THIS PROJECT UNDER ITEM #14.
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COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

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	<p><u>MISC. (Cont.)</u></p> <ul style="list-style-type: none"> • COMMERCIAL CUSTOMER VISITS • SYSTEM MAPPING 	<p>ON-GOING AS SCHEDULES PERMIT</p> <p>PROJECT BEGINS LATE AUGUST 2015.</p>	<p>THROUGHOUT 2015</p> <p>TO BE FINALIZED IN DECEMBER 2015.</p>	<ul style="list-style-type: none"> • JANUARY 2016 – INTERESTING FACT BASED ON ANALYSIS OF DATA PROVIDED BY OUR GIS MAPPING SYSTEM – TTD’S SERVICE TERRITORY IS EXACTLY 2.5 SQUARE MILES, NOT 4 SQUARE MILES AS WE HAD PREVIOUSLY THOUGHT.
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