

## Third Taxing District

2 Second Street  
East Norwalk, CT 06855

Tel: (203) 866-9271

Fax: (203) 866-9856

### Third Taxing District of the City of Norwalk

#### Special Commission Meeting

**Thursday, April 7, 2016 at 7:00p.m.**

At the Third Taxing District Office, 2 Second Street, East Norwalk, CT

1. Public Comment – 15 Minute Limit
2. Minutes of Meeting – March 14, 2016 Meeting – A/R\* (Pgs. 1-7)
3. NICE Request for Banners (Janet Evelyn) (Pgs. 8-10)
4. CMEEC: Regional Competitiveness Presentation (Justin Connell) (Pgs. 11-21)
5. Renewal of Jumar Marketing Service Contract – A/R\* (Pgs. 22-31)
6. Procedural Handout (Pg. 32)
7. General Manager's Report (Pg. 33-37)
  - Update on WWTP Solar Feasibility Analysis
  - Update on April's Tree Lighting – Child Abuse Awareness Month
8. Discussion/Analysis of Financial Statements/Key Performance (Pgs. 38-43)
9. Project Summary Q&A
10. Executive Session
  - Personnel
11. Adjourn

\*A/R – Action Required/See Attached Motion

Agenda backup material is available at the TTD office, [www.ttd.gov](http://www.ttd.gov) and will be available at the meeting.

M:\Shared\ Commission Meeting Information\Agenda 4-7-16.doc

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#### *District Commissioners*

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

DRAFT

**THIRD TAXING DISTRICT**  
of the City of Norwalk  
Commission Meeting  
March 14, 2016

**ATTENDANCE:** Commissioners: Charles Yost, Chair; David Brown, Debora Goldstein

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

**OTHERS:** Norwalk Tree Alliance: Rob Frazier and Andrew Strauss  
N.I.C.E.: Janet Evelyn  
Marvin PTO: Leia Hamilton and Marissa Mangone  
Jumar Marketing: Judi Virgulak and Marie Jablonski

**CALL TO ORDER**

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

**PUBLIC COMMENT**

There were no comments from the public.

**MINUTES OF MEETING – FEBRUARY 22, 2016**

Commissioner Goldstein made a correction on page 2, 1<sup>st</sup> paragraph, second line to add the sentence, “Mr. Smith admitted himself for a custodial visit that was previously scheduled.”

**\*\* COMMISSIONER GOLDSTEIN MOVED TO AMEND THE MINUTES.**

**\*\* COMMISSION YOST SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COMMISSIONER GOLDSTEIN MOVED TO ACCEPT THE AMENDED MINUTES OF FEBRUARY 22, 2016.**

**\*\* COMMISSION YOST SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COMMISSIONER BROWN MOVED TO SUSPEND THE RULES AND ADD A LINE ITEM TO THE AGENDA CALLED PROCEDURAL HANDOUT.**

**\*\* COMMISSIONER GOLDSTEIN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

### PROCEDURAL HANDOUT

Commissioner Brown passed out copies of a handout which read as follows:

“As we begin to think about our strategic planning, I have reflected on our current process as it relates to communicating with and managing the relationship with any of our vendors. In an effort to improve and streamline the flow, I am putting a new procedure in place, effective immediately. We have done this before but got away from it.

All communications (emails or calls) with ideas, opinions, etc. that you want considered must be passed through Jim Smith or the Chairman. This will aid in consolidating feedback, improve the ability of tracking approvals and ensure that timely decisions are being made in a more efficient and effective manner. That is one of the Chairman’s responsibilities. Also, it will put day to day operations and programming where they should be – with staff. The commission can make policy and procedures to follow; implementation will be in the hands of the staff. Performance evaluation is primarily the responsibility of the General Manager; secondarily, the commission.”

Commissioner Brown asked Commissioner Yost for clarity on the above and what had prompted it. Commissioner Yost explained that he is trying to streamline communications within the Commission. Further discussion took place about the subject.

**\*\* COMMISSIONER BROWN MOVED TO TABLE THE PROCEDURAL ITEM TO THE NEXT REGULAR COMMISSION MEETING.**

**\*\* COMMISSIONER GOLDSTEIN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

### NORWALK TREE ALLIANCE

Mr. Frazier thanked the Commission for their generous donation and support to the Norwalk Tree Alliance. He then introduced Mr. Andrew Strauss, also from the Tree Alliance, who gave a report of how the monies were used within the District. The funds were used exclusively for the purchase of the trees from a wholesale nursery in Norwalk and the planting was done on a voluntary basis by two professional landscaping companies in East Norwalk.

A total of 20 trees (12 October Glory maples and 8 Regal Prince Oaks) were purchased. The majority of the trees were planted in the area of Edlie Avenue and Fort Point Street. Others were also planted on Emerson Street and Cavray Road Extension.

Messrs. Frazier and Strauss asked the Commission for future support of this project. They were given a Donation Policy form to complete. Once the form is submitted, they will attend a future meeting to officially request funds.

**NORWALK INTL. CULTURAL EXCHANGE (NICE)**

Mr. Smith introduced Janet Evelyn, Executive Director of the Norwalk International Cultural Exchange (NICE). Ms. Evelyn explained that NICE is a Norwalk organization that seeks to promote and increase awareness of the diversity of peoples from around the world through arts and culture. They will be working in conjunction with the Norwalk Recreational Department to host a multi-cultural festival to be held on July 9, 2016 at the Oyster Shell Park. One of her goals is to decorate the City with banners that are sponsored by various businesses within the City.

She is asking TTD for permission to hang some of the banners within the District, as well as some funding for the banners. In return for funding, a banner can be created showing TTD as a sponsor. The Commission asked that Ms. Evelyn please fill out a Donation Policy form, which will be sent to her. One completed and submitted, she can return to a future Commission meeting to officially request the funds and seek permission for hanging the banners within the District.

**MARVIN SCHOOL PTO REQUEST**

Ms. Leia Hamilton thanked the Commission for last year's grant and said that the programs were well-received and that the students were thrilled. All the feedback she has received on the programs has been very positive. She presented to TTD and the Commission a notebook prepared by the 5<sup>th</sup> graders filled with "thank you" notes for the generous support of the programs. She also mentioned that last year's Bucket Truck demonstration was a big hit with the students and would like to see that happen again this year.

Ms. Hamilton then reviewed with the Commission the various programs they would like to see funded for the next school year. After some discussion about the programs, the Commission asked if she could switch out a few of the programs for ones that are more geared towards energy efficiency, i.e., "A House for a Hermit Crab" to be replaced with another program.

Ms. Hamilton will go back and review the programs and resubmit for a future meeting.

**\*\* COMMISSIONER GOLDSTEIN MOVED TO TABLE THIS ITEM TO THE NEXT REGULAR MEETING FOLLOWING THE RESUBMISSION OF THE REVISED PROGRAMS.**

**\*\* COMMISSIONER YOST SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

## JUMAR MARKETING UPDATE

Ms. Judi Virgulak and Ms. Marie Jablonski from Jumar Marketing presented the Marketing Review for the past quarter, which included Customer Service Programs, Communications Campaign, Advertising, Public Relations, Special Events, Website Management and General Business Support. They gave examples of the completed work within the different categories and answered any of the questions the Commission asked.

They then presented the Q2 Initiatives to the Commission and explained what their plans for the next quarter were. Considerable discussion took place around the various categories, with emphasis on new banners for the District and how to re-promote the EV Charging Station. Ms. Virgulak spoke about an initiative around Community Outreach/Involvement. She discussed her program ideas for Marvin School and getting the children more involved.

## SUMMARY OF PERSON-TO-PERSON RESULTS

Mr. Scofield reviewed the Person-To-Person Program that is currently in place and how it works. Person-To-Person assists, educates and counsels ratepayers who are having problems making their monthly payments to TTD. They teach them how to create and work with a budget. If they complete the program successfully by making on-time payments for six consecutive months, they will qualify for the program's incentive. The program has proven to be very successful.

## BL&P MEMBERSHIP

Mr. Smith explained that back in the Fall of 2015, Bozrah had requested to become a member of CMEEC and was supposed to have all the Resolutions submitted by December 31, 2015. This did not happen, so they need to go through the process again.

CMEEC is asking for the Third Taxing District Commission to please vote on whether or not to accept the new Resolution as presented.

**\*\* COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE RESOLUTION AS IT APPEARS ON PAGE 31 OF THE MARCH 14, 2016 COMMISSION MEETING PACKET.**

**\*\* COMMISSION BROWN SECONDED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

## ANNUAL MEETING FOLLOW-UP

Mr. Scofield reviewed some new ideas for next year's Annual Meeting. The one idea that was well-received was to add the Pledge of Allegiance and a Moment of Silence to the program, but not have it added to the written agenda.

Commissioner Brown discussed how he would like to have the projection screens placed in a different position, so they could be better viewed.

More advertising was discussed such as possibly a second postcard mailing or more ads placed in The Hour. When ads are placed in The Hour, it was suggested that it be requested when and where in the paper it should appear – Odd page number, close to the beginning of the section, above the fold and on the lightest day.

Further discussion will take place on this subject again in January 2017.

## GENERAL MANAGER'S REPORT

Second Street Seawall – Mr. Smith informed the Commission that the seawall behind the office at Second Street is crumbling and is in need of an unexpected emergency repair. Mr. Scofield is working on obtaining three bids for the project. To date, he has received two bids (ranging from \$23,000 to \$35,000) and will let Mr. Smith know when the third one is in. The only dilemma is that the work can only be done at low tide.

Mr. Smith spoke to Liz Lyons about the problem and she is checking to see if there is insurance coverage. She believes it could be approximately \$25,000, but will check and let Mr. Smith know when she has a definite answer.

Weekly Payables Check Signing – Mr. Smith is looking to find an alternate for check signing in case Commissioner Brown is not available to sign the weekly checks. Commissioner Goldstein has signatory rights and is willing to be the back-up for Commissioner Brown.

It was also suggested that Dr. Intriери be added to the account as a signatory in case Commissioners Brown or Goldstein are not available.

Commission Stipends – Commissioner Yost would like to review the stipend for the Treasurer and feels it should be increased, as well as the Commissioner stipends. Discussion took place and it was decided to hold off on this for now and discuss at the next meeting.

FY 2015-16 2<sup>nd</sup> Qtr. Budget vs. Actual Results – Mr. Smith reviewed the 2<sup>nd</sup> quarter budget to actual results with the Commission. Overall, operating and capital expenses are under control. Based on a benchmark of 50%, operating expenses are at 46.8% and capital expenses are at 45%, which are on target for the year.

DRAFT

**DISCUSSION/ANALYSIS OF FINANCIAL STATEMENTS/KEY PERFORMANCE**

Mr. Smith said for the first seven months of the year, we are in good shape. Net Income is at \$698,645 vs. last year of \$185,064 because we have almost doubled our contribution to the Rate Stabilization fund. Last year's contribution to the fund was \$359,319 vs. this year of \$665,233. Other Income is down a bit from last year due to the Norden Generators not being run as much this past season because of the mild winter. Total Expense is within 3% of last year.

The Capital Improvements Fund and the Line of Credit through Patriot Bank have not been tapped into as yet for the capital projects.

KPIs – Bad debt ratio has dropped approximately 1% due to the write-offs of old balances of \$100 or less which are more than 180 days old.

New item under KPI – System Load Factor – determines how efficient your system is in terms of how your customers use energy. In a system that has a lot of residential customers, energy is not used efficiently, so your load factor goes down. The lower the load factor, the more inefficient your system is in terms of using energy. The higher the load factor, the more efficient you are. Our load factor is on the low side. It is Mr. Smith's hope to bring in some larger customers who are more efficient in using energy which should drive the System Load Factor up.

PCA – Continues to go down. Once it reaches a neutral number (or zero), then a decision will be made whether or not to adjust the PCA figure.

**PROJECT SUMMARY**

No discussion on this.

**ADJOURNMENT**

- \*\* COMMISSIONER GOLSTEIN MOVED TO ADJOURN.**
- \*\* COMMISSIONER YOST SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:45 p.m.

Respectfully submitted,

Cynthia Tenney  
Executive Assistant  
Third Taxing District

Third Taxing District  
of the City of Norwalk  
March 14, 2016

MOTION FOR MINUTES

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

OR

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



### Third Taxing District

2 Second Street  
East Norwalk, CT 06855  
Tel: (203) 866-9271  
Fax: (203) 866-9856

## Third Taxing District Policy on Contributions from District Funds

### PURPOSE:

To define the Third Taxing District ("TTD") policy on contributions to charitable or civic or educational organizations or other organizations or events who request funds from the District Budget.

### POLICY:

The TTD policy regarding contributions and donations provides that disbursements of District funds (as approved by rate-payers at the District's annual meeting) will be made in full compliance with the District's charter and all applicable laws, and that no disbursements of District funds will be made, either directly or indirectly, to any organization, program or activity that does not primarily benefit residents, businesses and rate-payers of the Third Taxing District. This policy is not meant to define or restrict capital expenditures that are otherwise the responsibility of the District under the Charter or to define or restrict expenditures that are otherwise the responsibility of the Electric Department.

The Commissioners of the Third Taxing District may authorize, by a majority vote of those present and voting, a distribution from District funds for a charitable, educational or civic purpose so long as funds have been allocated by the rate-payers to the District budget, but have not otherwise been directed for a specific purpose.

Any contribution (as defined above) must be disbursed and spent during the same fiscal year in which the expenditure was approved. Recipients of District funds under this policy must be substantiated with written receipts or other evidence in a timely fashion.

Contributions will not be made to:

- a. Religious organizations, except that contributions may be made to support eligible religious organization sponsored activities provided they are offered on a non-sectarian basis.
- b. Social groups or fraternal organizations, except that contributions may be made to support eligible activities that are sponsored by such organizations.
- c. Political parties or organizations that are intended to promote individual candidates for election.
- d. Any charitable or civic organization whose stated purpose or by-laws enables contributions to other organizations.
- e. Any organization that fosters or encourages racial, religious, gender, class or other prejudices.
- f. Any organization that has received funds from the District within the last five fiscal years without supplying written proof that the funds were used in compliance with this policy.
- g. Any organization that is subject to collection action, liens or litigation to collect funds owed to the Electric Department or the District or has settled a similar action in the past five fiscal years.
- h. Any charitable or civic organization that represent a conflict of interest (or the appearance of a conflict of interest) for one or more Commissioners, the Treasurer, the District Clerk, or any employee of the Electric Department.
- i. Any individual, business or organization seeking hardship relief in connection with electric service or other services provided by the District.
- j. For any purpose in which the funds provided by the District replaces ordinary operating funds or grants, donations or contributions that the organization is otherwise qualified to receive (matching funds are encouraged).

Any organization seeking funds from the Third Taxing District Budget shall submit a request form and supply such supporting documentation or information as may be required with such request form and in accordance with any deadlines that may be established by the Commission or its authorized representative from time to time.



**Third Taxing District**

2 Second Street  
 East Norwalk, CT 06855  
 Tel: (203) 866-9271  
 Fax: (203) 866-9856

**Third Taxing District Application for Contribution from District Funds**

This completed application will be reviewed for eligibility by District Staff and for approval by the Third Taxing District Commission. All information will be subject to review and dissemination under the state's FOI regulations for public records.

**Overview**

- District funds are maintained from the proceeds (when available) of the Third Taxing District Electric Department under a budget that is approved by the electors of the District at the annual meeting.
- Distributions from the District funds are intended to primarily benefit residents, businesses and rate-payers of the Third Taxing District.
- District funds are not intended to help with individual financial hardship requests, except as administered through a designated agency funded for that purpose.
- Decisions regarding fund disbursements are dependent upon timely, properly documented requests that meet the requirements of the "Third Taxing District Policy on Contributions from District Funds" and any applicable governing documents.
- All determinations made by the Commission shall be final and binding, and shall be made by the Commission in its sole discretion.

Full Name: <b>Janet G Evelyn</b>	Date of Application: <b>March 17, 2016</b>
Legal Address:  100 Seaview Ave, # 1H, Norwalk, CT 06855	Needed by:  April 18, 2016
Organization: <b>NICE, INC</b>	Preferred Phone#: <b>(203) 919-3000</b>
Amount Requested: <b>\$1,500.00</b>	Preferred Email: <b>janet.evelyn@optimum.net</b>

Describe in detail your reason(s) for this request.  
 Thank you for considering helping The NICE Festival and the Norwalk Recreation and Parks Department decorate your district to promote The NICE Festival. The banners will promote your commitment to support the arts and this wonderful multi-cultural festival that will showcase the Sights, Sounds and Taste of Norwalk.

NICE has been working with the City to stage this event; we formed a 501 C3 so our local companies can benefit from sponsoring and supporting this event as a charitable donation. We have put together a team of volunteers that are working hard to make this an exceptional experience for Norwalk residents and businesses and it's only through your support that we can make it happen.

The \$1,500 would go towards production of the banners, the banners will include your logo and we will fully identify TTD as a supporter of NICE on our website, and social pages including Facebook.

**Attestation (check boxes)**

**Qualified**

I attest that my organization meets the stated requirements for a contribution from District funds and that this request is made to primarily benefit residents, businesses or rate-payers of the District.

**No Conflict**

I attest that neither my organization, nor any individual associated with this request, represents a conflict of interest for any of the Commissioners, the Treasurer, the District Clerk or any of the employees of the Electric Department.

Should your request be approved, will you consent to be publicized? Y  N

By signing below, I verify that I understand the purpose of the Third Taxing District Funds and the requirements for contributions from these funds. I verify that the information provided in this application is true to the best of my knowledge.

Signature of authorized representative:

Date: **3/18/2016**

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B.9

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **FEB 23 2016**

NICE INC  
100 SEAVIEW AVE SUITE 1H  
NORWALK, CT 06855-0000

Employer Identification Number:  
81-0817879  
DLN:  
26053450002446  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
November 10, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

Letter 5436

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# Third Taxing District Public Utilities Commission

Summer Market Outlook

April 7<sup>th</sup>, 2016

Pg. 11

# Summer Market Outlook

- Objective
- Our current position
- Current summer weather forecasts
- 2016 cost performance
- Wholesale Regional Competitiveness

TD  
09.12

# Objective

- Update on Summer 2015 Preparedness
  - Update on the current Rate 9 energy portfolio position for the summer
  - Current long term summer weather forecast(s)
  - Current Regional Competiveness and customer fulfillment Performance

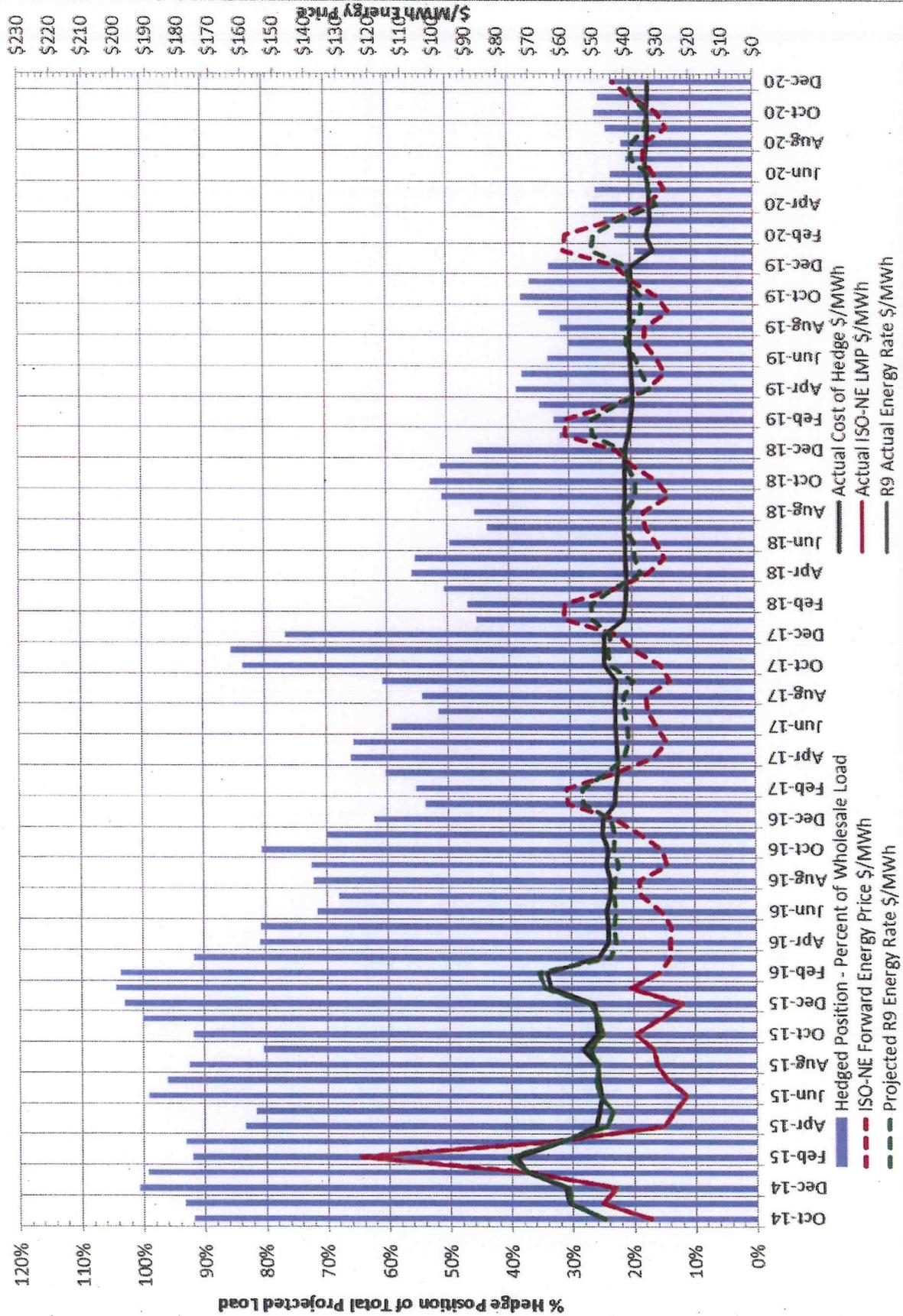
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29.13

# Current January February Position

- Currently the CMEEC Rate 9 Energy Portfolio, and effectively TTD, is hedged at 70% at a price of \$43.00 / MWh. The balance will be filled in, during the next few months leading up to the summer based on updated market and weather conditions, with the overarching objective to maximize regional competitiveness.

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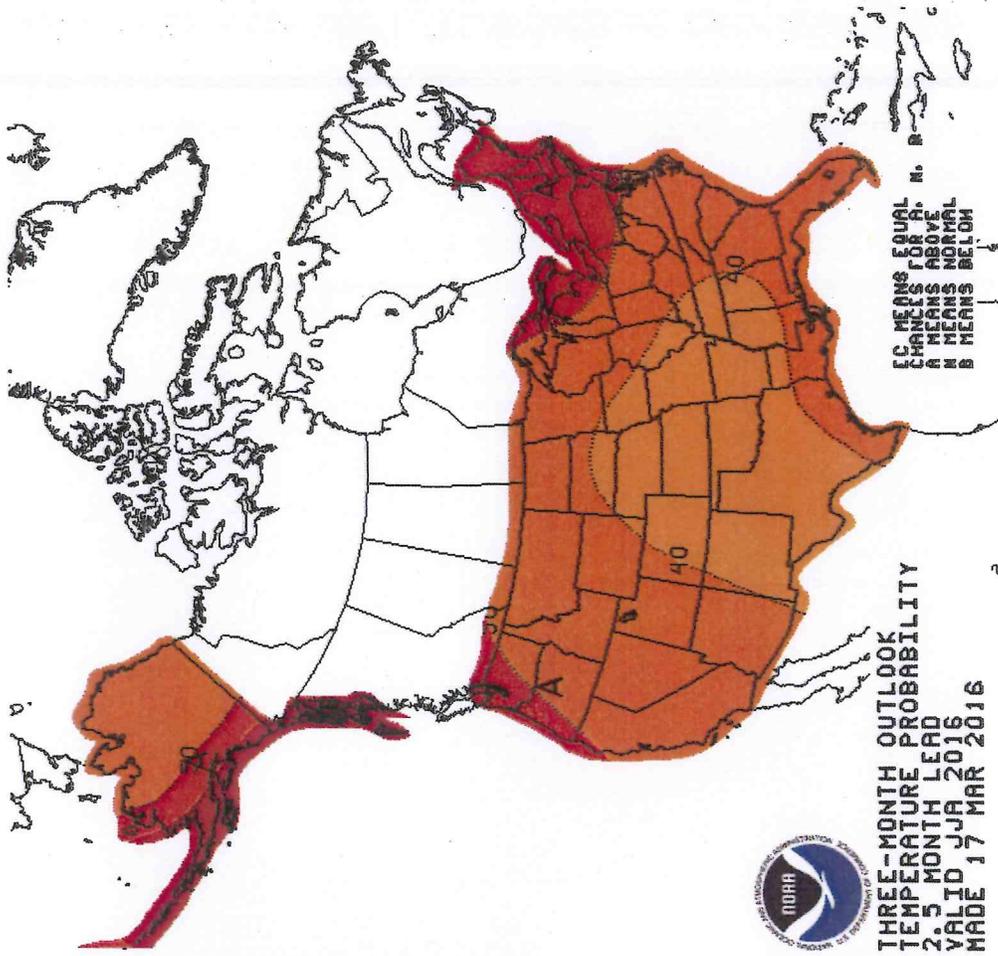
# Power Supply Portfolio Hedge Position - March 2016



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# Current Winter Temp Forecast

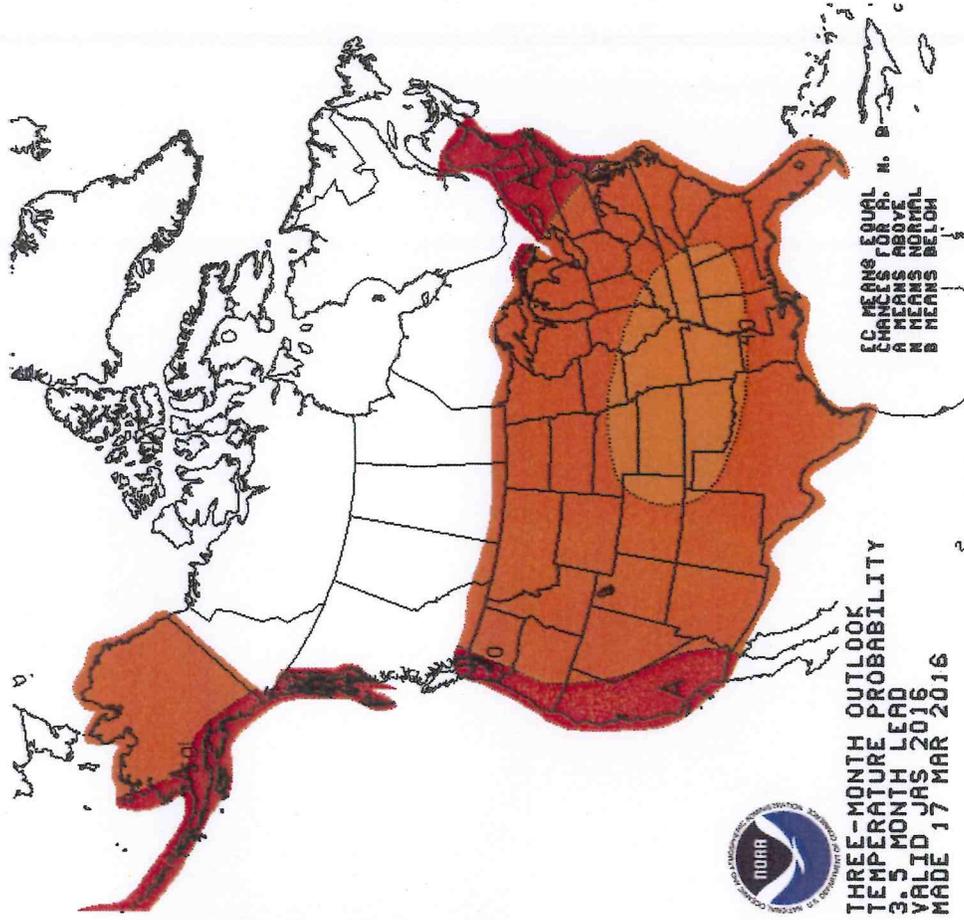
Three Month Outlook  
June, July, Aug 2016  
CT probable chance of  
warm weather



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# Current Winter Temp Forecast

Three Month Outlook  
July, August, September  
CT probable chance of  
warm weather



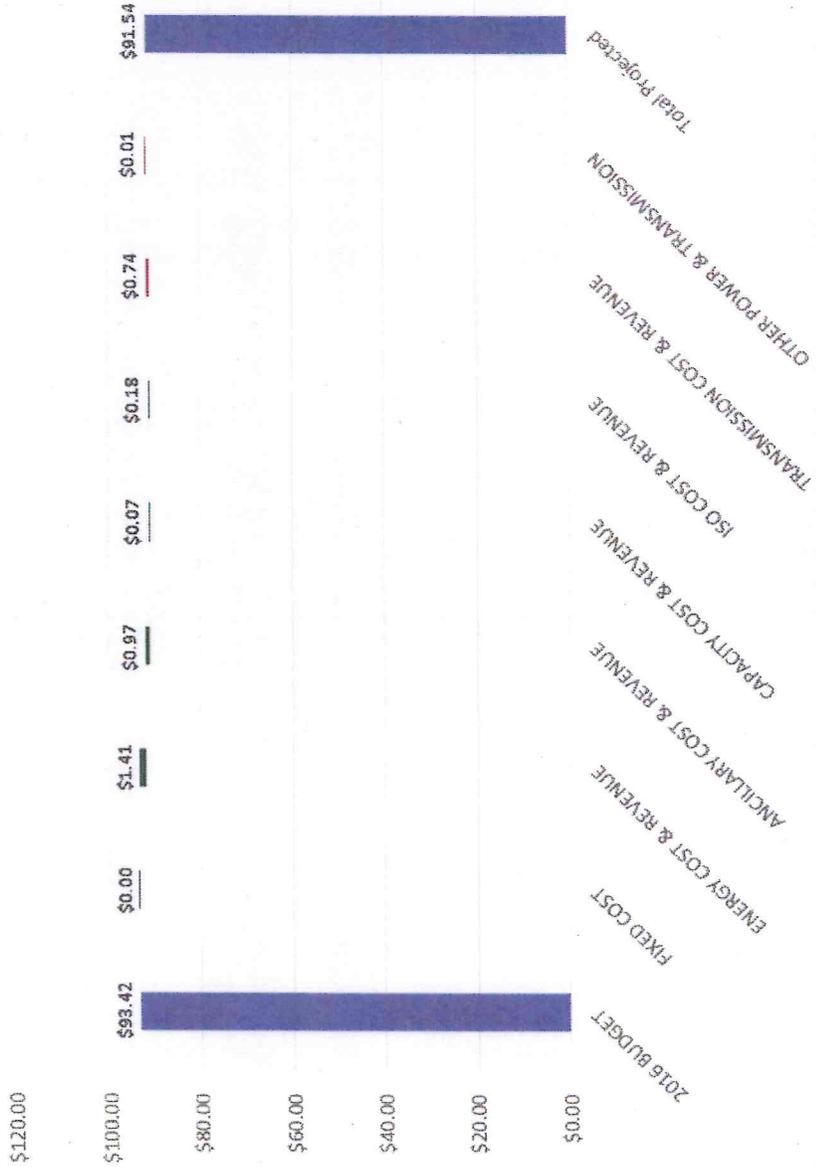
This document is proprietary and confidential to CMEEC. No part of this document may be disclosed in any manner to a third party without the prior written consent of CMEEC.

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# February Budget Cost Performance

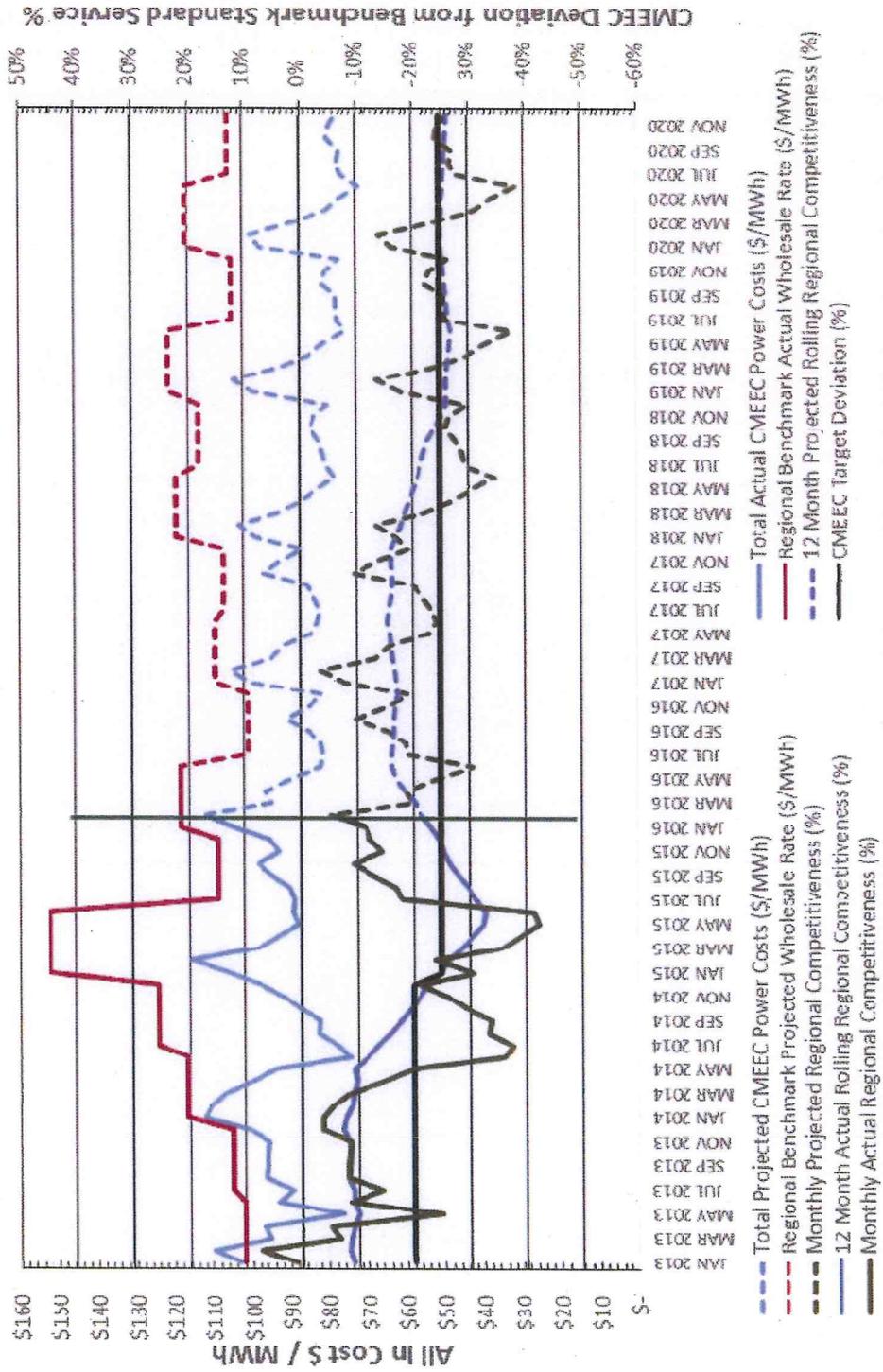
Cost Group	Current Month		Year To Date		Year End	
	Budget	Actual	Budget	Actual	Budget	Projected
All In Power Cost Rate 9 View (\$/MWh)	\$115.88	\$112.48	\$114.90	\$109.13	\$93.42	\$91.54

Breakdown of CMEEC All-In Rate 9 Power Cost Update for CY2016  
\$/MWh Year End Final Projection - Actual Costs through February



# Regional Competitiveness Performance

Comparison of Residential "All-In" Wholesale Costs - with Projects  
 CMEEC vs. Regional Benchmark  
 (Actual Data through February 2016)

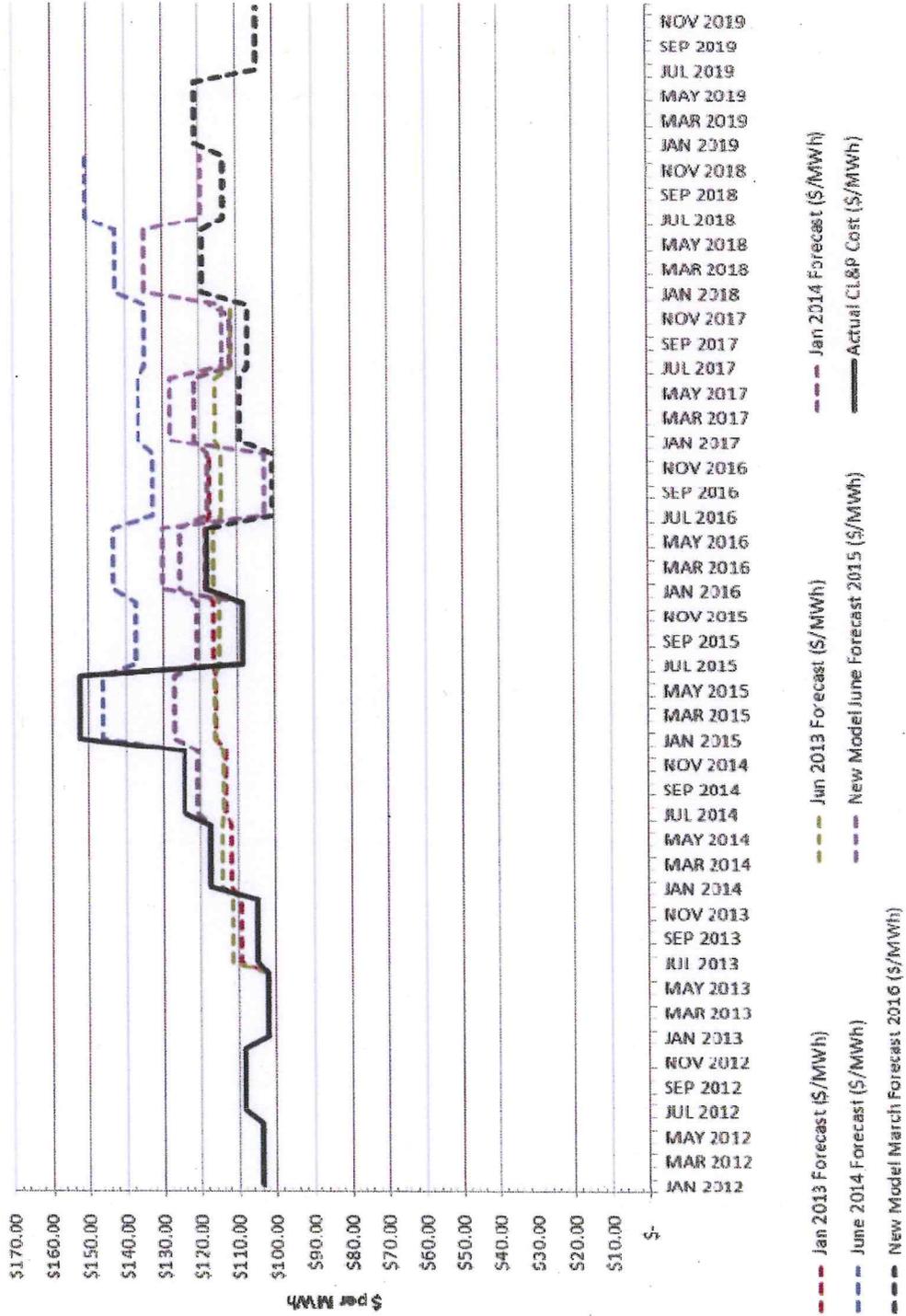


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# Standard Offer Volatility

Comparison of Regional Benchmark Standard Service Rate Projections  
Wholesale Equivalent Forecasts developed between June 2012 and March 2016 for selected months



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# What questions may I address?

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# Memorandum Third Taxing District Electric Department

**To:** TTD Commissioners

**From:** Jim Smith – General Manager

**Date:** March 29, 2016

**Subject:** Jumar Contract Renewal Documentation



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Attached please find “Statement of Work #7” from Jumar Marketing outlining the Scope of Services to be performed for TTD during the course of the upcoming year as a TTD business partner.

As you know, their contract is up for renewal in May and this documentation is being provided in advance in order for the Commission to make an informed decision on renewing their contract at the April 7<sup>th</sup> Commission meeting.

Please note that although their involvement with TTD has evolved over the last few years, they have maintained their initial monthly retainer at \$3,000 per month.

STATEMENT OF WORK #7

STATEMENT OF WORK #7

This Statement of Work #7, dated as of May 1, 2016, is by and between JumarMarketing, LLC, a Connecticut limited liability Client ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing and the Client have entered into a Master Services Agreement between JumarMarketing and the Client dated as of April 3, 2013 (the "Agreement"); capitalized terms used herein but not otherwise defined herein shall have the respective meaning given such terms in the Agreement;

WHEREAS, both JumarMarketing and the Client wish to enter into this Statement of Work #7 in connection with the Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services Provided. Marketing Services, including the following (the "Services"):

- Website Management
- Customer Service Programs
- Communications Campaign
- Advertising Design & Management
- Public Relations
- Community Outreach Programs
- TTD Meetings & Special Events
- General Business Support

Any changes in Client requirements shall require an amended Statement of Work to be executed by Client and JumarMarketing. JumarMarketing shall not be responsible for any delays that are as a result of Client's failure to meet agreed deadlines.

2. Deliverables. JumarMarketing shall deliver to Client the following (the "Deliverables"):

- Website Management
  - Ongoing Development
  - Technology
    - Enhance customer usability with additional features and functionality
    - Additional Spanish translation as determined
  - Content
    - Ongoing updates i.e. Calendar, agenda, minutes, etc.
    - Enhance existing online content
    - Create new content
    - Implementation and management of all online content and messaging
  - Resources
    - Define new sources of content
  - Monthly traffic/analytics

- Customer Service Programs
    - Quarterly Customer Service Surveys
    - Email capture
    - Ongoing process and communications improvements/initiatives
  - Communications Campaign
    - Develop quarterly content calendar
    - Create bi-monthly eNewsletter content & imagery
    - Create/write monthly blog
    - Coordinate community news with Library, Firehouse, etc.
    - Coordinate & execute deployment
    - Subscribe, unsubscribe, bounce, and change management
    - Reporting on email open rates, click-through rates and bounce rates
    - Develop any other customer communications as needed – i.e. Bill inserts, flyers, etc.
  - Advertising Design & Management
    - Annual Meeting
    - Summer Concert Series
    - Christmas Tree Lighting
  - Public Relations
    - Identify & develop PR opportunities
    - Press release development & distribution
    - Outreach to & ongoing management of local media
  - Community Outreach Programs
  - TTD Meetings & Special Events
    - Coordination
    - Communications
    - On-site support (as needed)
  - General Business Support
    - Emergency planning support
    - Ongoing training for staff – software/technology
    - Liaise with third-party vendors
    - Team processes and Q&A support
    - Regularly scheduled meetings with TTD
3. **Client Responsibilities.** Client responsibilities shall include:
- Approval and sign-off on all deliverables
  - Payment of all third-party costs including, but not limited to: advertising insertions, list rentals, email deployment tool, print, production and mailing (postage)
4. **Compensation.** The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:
- Monthly Retainer: \$3,000/per month for twelve (12) months
5. **Expenses.** In addition to the compensation payable to JumarMarketing as set forth in paragraph #4 above, the Client agrees to pay the reasonable travel and other extraordinary direct expenses incurred by JumarMarketing in connection with the performance of the Services and delivery of the Deliverables, including (i) All imagery or photography that requires purchase, (ii) Any additional rounds of design changes to be billed at an hourly rate of \$175. Office related expenses, such as phone, copier and office

supplies shall be excluded. JumarMarketing shall submit proper supporting documentation accounting for such expenses to the Client prior to any reimbursement upon Client's request.

6. Payment Schedule & Payments. All contracts executed between the first (1<sup>st</sup>) and fourteenth (14<sup>th</sup>) of the month require payment in full of first month retainer by Client in advance of the performance of Services and delivery of the Deliverables. All contracts executed between the fifteenth (15<sup>th</sup>) and last day of the month, require payment equal to one-half the first month's retainer by Client in advance of the performance of Services and delivery of the Deliverables. Subsequent payments will be invoiced monthly, on the first of each month, and are due no later than the 5<sup>th</sup> of the month. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. JumarMarketing, LLC accepts checks, ACH and credit card payments. Client *must* provide JumarMarketing with a credit card authorization form for a valid credit card (Credit Cards Accepted: MasterCard, VISA and Discover Card). At such time as Client's account becomes 30 days past due, the balance will be automatically charged to the credit card.

IN WITNESS WHEREOF, the parties have each caused this Statement of Work #7 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), effective April 3, 2013 (the "Effective Date"), is between JumarMarketing, LLC, a Connecticut limited liability company ("JumarMarketing"), with its principal place of business at 94 East Avenue, Norwalk, CT 06851 and Third Taxing District, (the "Client") having an office at 2 Second Street, Norwalk, CT 06855.

WHEREAS, JumarMarketing is in the business of providing marketing and advertising services (the "Services");

WHEREAS, the Client desires to retain JumarMarketing for the performance of and JumarMarketing desires to provide the Services described hereunder;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

### 1. SERVICES; DELIVERABLES

JumarMarketing agrees to provide the Client such Services and to deliver to the Client such deliverables (the "Deliverables") as are described in a separate Statement of Work or Statements of Works (each, a "Statement of Work") attached hereto. The pricing for the Services and/or Deliverables shall be set forth in each applicable Statement of Work. Any services or deliverables not specified in a Statement of Work shall be considered ancillary and must be provided for under separate agreement, addendum, or exhibit as the need arises.

### 2. TERM & TERMINATION

This Agreement shall commence on the Effective Date and continue in effect for twelve (12) months. Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Upon receipt of notice of termination, JumarMarketing shall cease all work in progress immediately, unless otherwise directed by the Client in writing. Any accrued but unpaid fees and expenses not yet collected by JumarMarketing shall be paid regardless of the termination date of this Agreement. The Client shall promptly return to JumarMarketing, at the Client's expense, all software, JumarMarketing Confidential Information and JumarMarketing work product. The Client may request software-generated reports from JumarMarketing upon termination of this Agreement.

### 3. CONFIDENTIALITY

(a) Confidential Information. "Confidential Information" includes, without limitation, all Deliverables, all scientific, computer or other technical information, data, technology, software, research, design, idea, process, procedure, formula, or any portion or phase thereof, information and data relating to any current or proposed products, services, methods, clinical studies, businesses or business plans, marketing, pricing, distribution and other business strategies; lists of, or any other information relating to, any customers, suppliers, dealers, agents or employees and the relationships therewith; and any financial information relating to any of the foregoing, whether disclosed orally, visually, electronically, in writing or otherwise. Further, the terms and conditions of this Agreement including each and every Statement of Work are Confidential Information of both parties. The obligations of confidentiality and the restrictions on the use and disclosure of Confidential Information hereunder shall not apply to any Confidential Information provided or disclosed by a party to this Agreement (the "Disclosing Party") to the other party (the "Receiving Party") to the extent that the Confidential Information: (i) prior to such disclosure by the

Receiving Party was, or thereafter becomes, publicly known through no fault of the Receiving Party; or (ii) prior to such disclosure, was in the possession of the Receiving Party without an obligation of confidence, or thereafter is independently developed by employees or consultants of the Receiving Party who had no prior access to the same; or (iii) after such disclosure, is received by the Receiving Party from a third party free of any obligation of confidentiality to said third party; or (iv) after such disclosure, is required pursuant to law, rule, regulation, or agency or court order to be disclosed, provided, however, that the Receiving Party will first notify the Disclosing Party and permit the Disclosing Party to seek an appropriate protective order. The Client and JumarMarketing agree not to disclose or furnish to any third party copies of this Agreement or its terms without the prior written consent of the other party hereto, a judicial order requiring same, or as otherwise required by law.

(b) Use of Confidential Information. Confidential Information disclosed hereunder may be used by the Receiving Party only in relation to the Services and Deliverables and only for the limited purposes for which it is provided. Confidential Information disclosed in relation to this Agreement or any Statement of Work will be protected by the Receiving Party from further disclosure, publication, and dissemination using the same degree of care as the Receiving Party applies to protect its own Confidential Information, but in all cases no less than reasonable care. Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further notice from Disclosing Party. All Confidential Information of the Disclosing Party will remain the exclusive property of the Disclosing Party.

(c) Injunctive Relief. The parties acknowledge that any breach of a party's obligations arising under this Section 3 ("Confidentiality Obligations") will give rise to irreparable injury to the owner of such information; such breach will be inadequately compensable in damages. Accordingly, either party, reasonably believing the other party to be in breach of its Confidentiality Obligations, may seek and obtain injunctive relief against such breach or threatened breach, in addition to any other legal remedies which may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests of owners of the Confidential Information and are reasonable in scope and content.

#### 4. OWNERSHIP RIGHTS

(a) Client Ownership. The Client shall own any Deliverables created and delivered by JumarMarketing hereunder; *provided, however*, as more fully set forth in Section 4(b) below, JumarMarketing shall retain all right, title and interest in and to (i) any Inventions, Works of Authorship or other intellectual property rights contained or embodied in, or otherwise underlying, the Deliverables and (ii) any work product generated by JumarMarketing in connection with its performance of Services or creation of Deliverables. The Client retains all right, title and interest in and to its employee files, data and information provided to JumarMarketing under this Agreement.

(b) JumarMarketing Ownership. Unless otherwise specifically agreed to by the parties in a particular Statement of Work, JumarMarketing owns all rights, including all patents, trademarks, copyrights and other intellectual property rights in and to JumarMarketing Confidential Information, JumarMarketing trademarks, JumarMarketing strategies and methodologies, and all software, applications and database tools licensed or developed by or for JumarMarketing, as well as all derivatives of any of the foregoing. Except as otherwise provided herein, JumarMarketing also owns any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products ("Inventions") or any works fixed in any medium of expression, including copyrights and mask work rights ("Works of Authorship") or any other intellectual property created by JumarMarketing in connection with the Services or the Deliverables, this Agreement or any Statement of Work. Unless otherwise agreed to in a Statement of Work, all intellectual property and all

other right, title and interest in and to any Deliverables or other items or materials specified in a Statement of Work or otherwise provided to the Client or created, developed or generated by JumarMarketing shall be owned by JumarMarketing and nothing herein shall be deemed to transfer title of any JumarMarketing intellectual property to the Client. The Client's sole right in any JumarMarketing intellectual property shall be a limited right to use the Services and Deliverables provided hereunder during the term hereof.

## 5. LIMITATION OF LIABILITY

(a) General. IN NO EVENT WILL JUMARMARKETING, THE CLIENT OR THEIR AGENTS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES OR DELIVERABLES, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, EVEN IF JUMARMARKETING, THE CLIENT OR THEIR SUBCONTRACTORS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, JUMARMARKETING, THE CLIENT AND THEIR SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES OR DELIVERABLES. IN ANY EVENT, EXCEPT FOR THE EXPRESS LIABILITIES DESCRIBED IN A STATEMENT OF WORK, AND EXCEPT AS PROVIDED BELOW IN SUBPARAGRAPH (B), THE LIABILITY OF JUMARMARKETING OR THE CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO JUMARMARKETING BY THE CLIENT HEREUNDER. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, CLAIMS FOR FAILURE TO EXERCISE DUE CARE IN THE PERFORMANCE OF THE SERVICES OR DELIVERY OF THE DELIVERABLES, AND OTHER TORTS. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST JUMARMARKETING OR THE CLIENT. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

(b) Notwithstanding any other provision contained herein, in no event shall the Client's liability be limited with respect to losses of any kind arising from the Client's failure to adhere to its obligations hereunder relating to data privacy or export control laws.

## 6. MISCELLANEOUS

(a) Independent Contractors. Neither JumarMarketing nor its employees, subcontractors or agents shall be deemed to be employees of the Client; it being understood that JumarMarketing is an independent contractor for all purposes and at all times.

(b) Publicity. The parties acknowledge that JumarMarketing has permission to deploy a joint press release in respect of any Services to be performed or Deliverables to be delivered hereunder and to post such press

release on its website or otherwise refer to such Services or Deliverables in JumarMarketing's promotional materials.

(c) Assignment. This Agreement may not be assigned by either party without the other party's prior written consent. If an assignment is permitted the assigning party shall nevertheless remain liable for all of its duties and obligations hereunder. Any purported assignment in violation of the provisions hereof shall be void and of no effect.

(d) Notice. Any notice to be given by either party hereunder shall be in writing and shall be given personally or sent by first class mail, addressed to the party who is to receive such notice at such party's address listed in the preamble hereto. Any party may change the address to which notices are to be sent by giving notice to the other in the manner provided above. Notices shall be deemed given upon receipt or three (3) days after mailing, whichever is earlier.

(e) Waiver. The failure of the Client or JumarMarketing to insist, in any one or more instances, on strict performance of any of the provisions or terms of this Agreement shall not be construed as a waiver or relinquishment of any such provision or term, but the same shall continue and remain in full force and effect.

(f) Severability. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby but shall remain in full force and effect.

(g) Governing Law. The construction and performance of this Agreement shall be governed by the law of the State of Connecticut without regard to conflict of law provisions thereof. The parties to this Agreement hereby irrevocably consent to the exclusive jurisdiction of the State and Federal courts sitting in the State of Connecticut in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the Client. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorney fees and other costs incurred in such proceeding, in addition to any other relief to which they may be entitled.

(h) Entire Agreement, Counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written understandings between the parties with respect thereto. Except as otherwise provided therein, this Agreement may not be terminated, changed, modified, or amended orally but only by an instrument in writing dully executed by both parties. All exhibits and attachments referred to in this Agreement are incorporated herein by reference. This Agreement may be executed in any number of counterparts (each of which may be transmitted via facsimile or other electronic means) with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed by their duly authorized representatives effective as of the date first written above.

**JumarMarketing, LLC**

**Third Taxing District**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\*\*COMMISSIONER (name of Commissioner) MOVED TO APPROVE THE JUMAR  
MARKETING CONTRACT, STATEMENT OF WORK #7, IN THE AMOUNT OF  
\$3,000/MONTH FOR 12 MONTHS.

\*\* COMMISSIONER \_\_\_\_\_ SECONDED.

\*\* THE MOTION PASSED UNANIMOUSLY.

As we begin to think about our strategic planning, I have reflected on our current process as it relates to communicating with and managing the relationship with any of our vendors. In an effort to improve and streamline the flow, I am putting a new procedure in place, effective immediately. We have done this before but got away from it.

All communications (emails or calls) with ideas, opinions, etc. that you want considered must be passed through Jim Smith or the Chairman. This will aid in consolidating feedback, improve the ability of tracking approvals and ensure that timely decisions are being made in a more efficient and effective manner. That is one of the Chairman's responsibilities. Also, it will put day to day operations and programming where they should be – with staff. The commission can make policy and procedures to follow; implementation will be in the hands of the staff. Performance evaluation is primarily the responsibility of the General Manager; secondarily, the commission.

GENERAL MANAGER'S REPORT  
(Note Page)

Cynthia Tenney

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**Subject:** FW: Wastewater Treatment Plant - Initial Solar Feasibility Analysis

**From:** Caitlin McSherry [<mailto:CMcSherry@brightfieldsllc.com>]  
**Sent:** Monday, March 28, 2016 4:32 PM  
**To:** Cassella, Michael; James W. Smith  
**Cc:** Mike Singer  
**Subject:** Wastewater Treatment Plant - Initial Solar Feasibility Analysis

Jim & Michael,

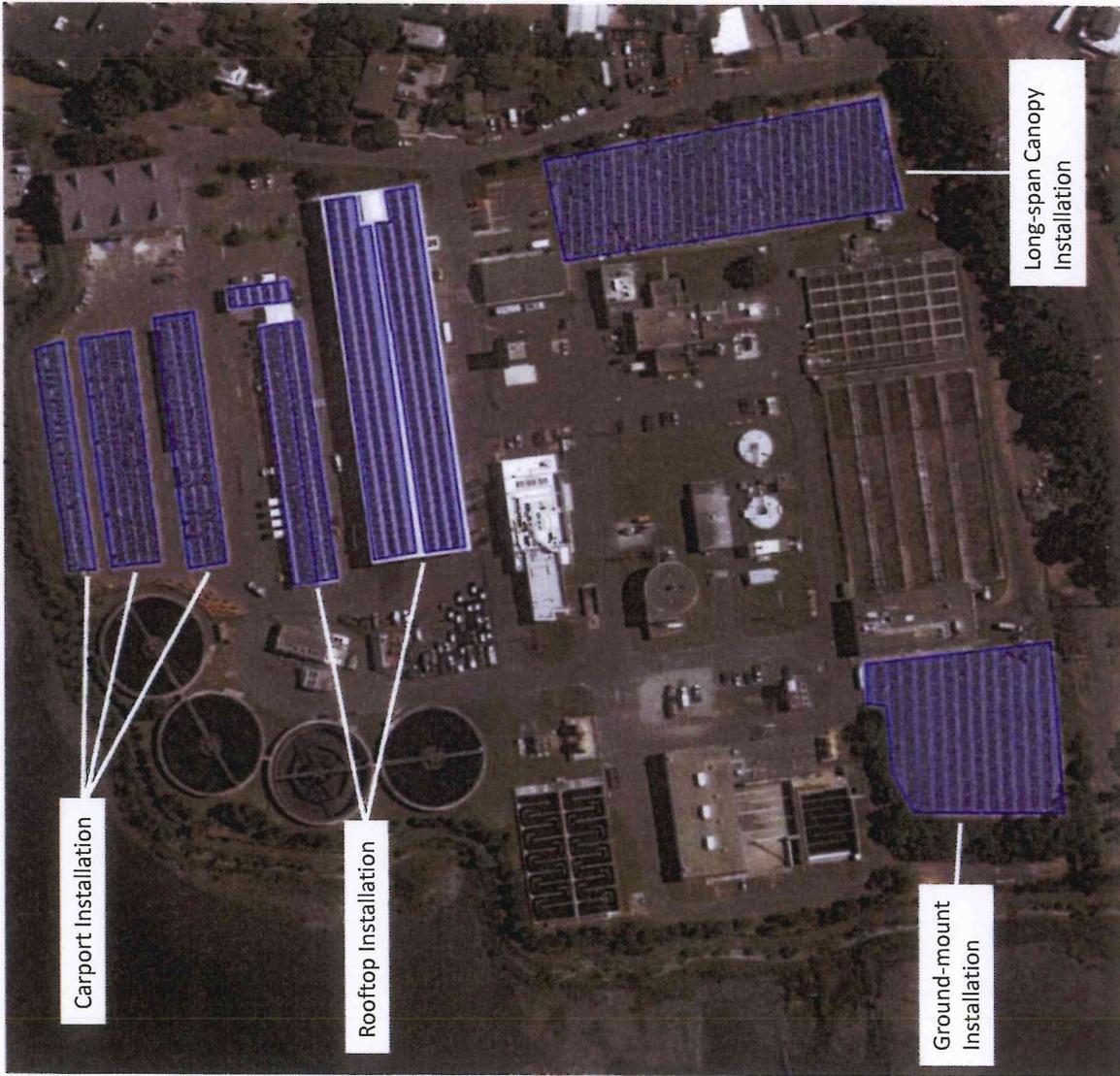
We have completed an initial feasibility review of the Wastewater Treatment Plant. Based on our findings and research of existing solar projects at wastewater treatment facilities, we believe multiple installation options could be viable at the Site. The attached *Preliminary Layout Options* depicts areas of the Site that we have identified as potential locations for rooftop, carport, and/or ground-mount solar installations. In addition to the areas highlighted on the aerial, there may be additional opportunities for solar racking to be installed on top of the process equipment at the facility. The *Example Installations* document contains images of existing solar projects located at other wastewater treatment facilities. While it's too premature to determine if these would work at the plant in Norwalk, we felt that we should include them to fully capture the installation options that exist.

As we discussed on the phone last week, we need to work with Michael and Drew to determine the "best fit" for a project of this nature. Ideally, we will be able to find a way to work with CMEEC and the Third Taxing District to maintain your existing load profiles, while still offering a net "savings" back to the Authority via rental income or via an alternative income stream. Ultimately, we have lots more information to gather and questions to answer before any decisions are made. Please review our initial analysis and let's find some time to schedule a follow-up call.

As always, please call with any questions, comments, thoughts and/or concerns.

Sincerely,  
Caitlin McSherry

Brightfields Development LLC  
40 Walnut Street, Suite 301  
Wellesley, Massachusetts 02481  
Office: 781.772.2876



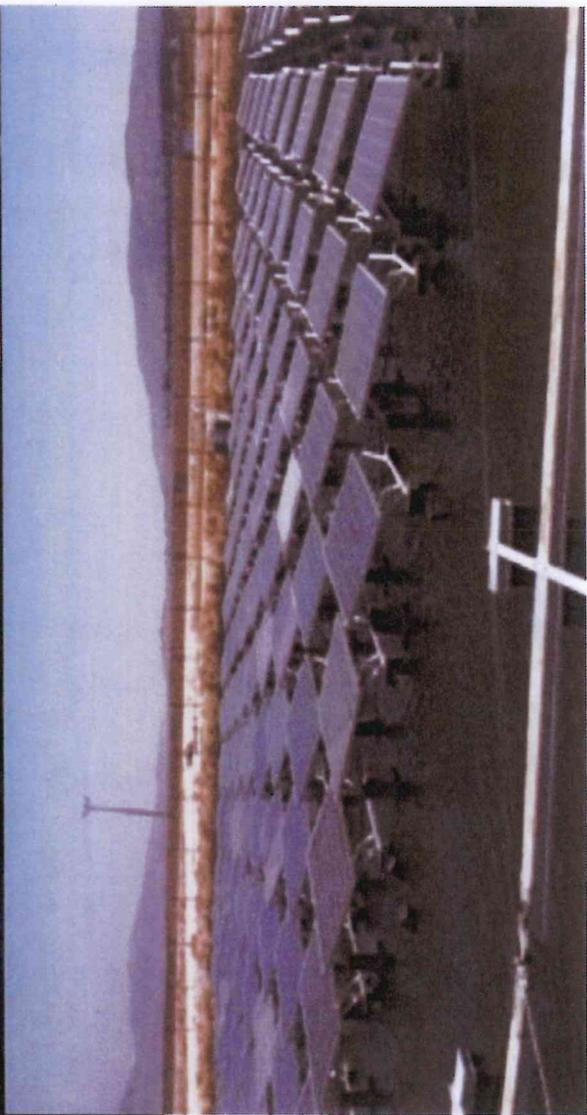
Carport Installation

Rooftop Installation

Ground-mount Installation

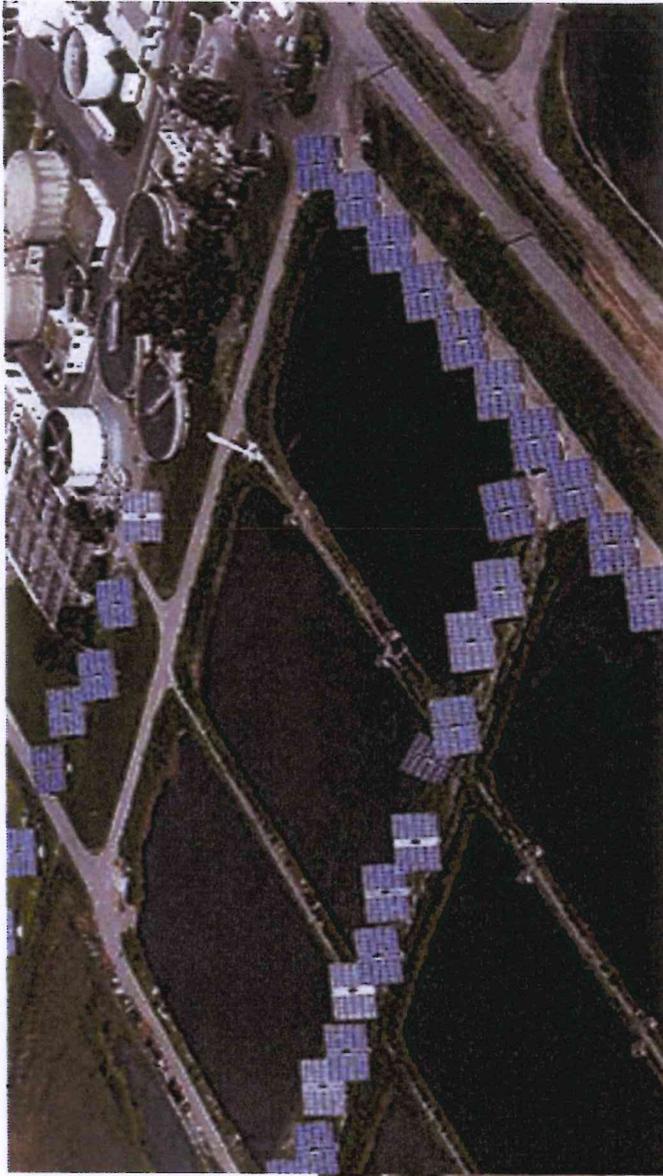
Long-span Canopy Installation

Precedent Images



BRIGHTFIELDS  
DEVELOPMENT LLC

Precedent Images (cont.)



BRIGHTFIELDS  
DEVELOPMENT LLC

**Third Taxing District  
Financial Highlights  
Jul-Feb 2016 vs. Jul-Feb 2015**

	Jul-Feb 2016	Jul-Feb 2015	\$ Change	% Change
Total Income	7,035,238	6,529,266	505,972	8%
Total Expense	7,192,485	7,155,087	37,398	1%
Net Ordinary Income	(157,247)	(625,821)	468,574	-75%
Other Income	270,319	467,557	-197,238	-42%
Other Expense	63,336	59,985	-	-
Net Income before Rate Stabilization	49,736	(218,249)	267,985	-123%
Rate Stabilization	700,857	283,120	417,737	148%
Net Income	750,593	64,871	685,722	1057%

**CASH BALANCES FY 2015**

**ACCTS**

	Feb-16
Operating Accounts	925,655
Construction WIP	553,412
Capital Improvements Fund	851,350

**TTD Outstanding Principal Balance with CMEEC**

Balance as of July 1, 2015	4,568,422
Current Balance	4,345,583
Current Fiscal Year Capital Additions to date	855,013.00

**Power Supply**

	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date	\$ Change	% Change
<b>Energy Cost</b>	\$ 4,558,340	\$ 4,667,151	\$(108,811)	-2%
<b>Budget Energy Cost</b>	\$ 4,193,673	\$ 4,433,793	\$(240,120)	-5%
<b>Energy Cost Cents/KWH</b>	10.500	10.310	\$ 0.19	2%

**Third Taxing District**  
**Profit & Loss Prev Year Comparison**  
**February 2016**

	Feb 16	Feb 15	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
443-00 · Cervalis Data Center Revenues	15,788.31	7,500.88	8,287.43	110.49%
440-00 · Residential Sales	370,711.26	427,197.69	-56,486.43	-13.22%
442-01 · Large Commercial Sales	86,324.99	102,045.73	-15,720.74	-15.41%
442-02 · Small Commercial Sales	210,326.81	222,036.51	-11,709.70	-5.27%
445-01 · Water Pollutn Contrl Plnt Sales	85,992.54	102,639.24	-16,646.70	-16.22%
445-02 · Flat Rate	8,680.29	8,729.79	-49.50	-0.57%
557-00 · Purchased Power Adjustment	126,460.21	56,106.75	70,353.46	125.39%
<b>Total Income</b>	<b>904,284.41</b>	<b>926,256.59</b>	<b>-21,972.18</b>	<b>-2.37%</b>
<b>Cost of Goods Sold</b>				
555-00 · Electrical Power Purchased	559,587.05	639,773.41	-80,186.36	-12.53%
<b>Total COGS</b>	<b>559,587.05</b>	<b>639,773.41</b>	<b>-80,186.36</b>	<b>-12.53%</b>
<b>Gross Profit</b>	<b>344,697.36</b>	<b>286,483.18</b>	<b>58,214.18</b>	<b>20.32%</b>
<b>Expense</b>				
904-00 · Substation	16,643.30	18,984.15	-2,340.85	-12.33%
403-00 · Depreciation Expense	62,283.00	46,636.06	15,646.94	33.55%
408-00 · Taxes	1,077.79	1,242.58	-164.79	-13.26%
540-00 · Other Power Generation Expense	8,248.63	22,896.75	-14,648.12	-63.98%
580-00 · Distribution Expenses	7,747.40	1,855.09	5,892.31	317.63%
590-00 · Maintenance Expenses	43,218.70	49,112.82	-5,894.12	-12.0%
900-00 · Customer Accounts & Service	16,631.87	17,367.19	-735.32	-4.23%
920-00 · Administrative Expenses	120,326.61	156,430.89	-36,104.28	-23.08%
980-00 · General Community Expenses	1,141.50	0.00	1,141.50	100.0%
<b>Total Expense</b>	<b>277,318.80</b>	<b>314,525.53</b>	<b>-37,206.73</b>	<b>-11.83%</b>
<b>Net Ordinary Income</b>	<b>67,378.56</b>	<b>-28,042.35</b>	<b>95,420.91</b>	<b>340.27%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
419-00 · Interest Income	230.00	33.18	196.82	593.19%
420-00 · Gain/(Loss) on Investments	0.00	1,234.57	-1,234.57	-100.0%
421-00 · Norden Project Income	32,066.23	48,120.54	-16,054.31	-33.36%
423-00 · Gain/(Loss) from Sale of FA	1,606.25	0.00	1,606.25	100.0%
424-00 · Energy Conservation Fund Income	11,714.54	15,508.84	-3,794.30	-24.47%
<b>Total Other Income</b>	<b>45,617.02</b>	<b>64,897.13</b>	<b>-19,280.11</b>	<b>-29.71%</b>
<b>Other Expense</b>				
942-00 · Interest Expense	308.69	208.60	100.09	47.98%
<b>Total Other Expense</b>	<b>308.69</b>	<b>208.60</b>	<b>100.09</b>	<b>47.98%</b>
<b>Net Other Income</b>	<b>45,308.33</b>	<b>64,688.53</b>	<b>-19,380.20</b>	<b>-29.96%</b>
<b>Net Income before rate stabilization</b>	<b>112,686.89</b>	<b>36,646.18</b>	<b>76,040.71</b>	<b>207.5%</b>
<b>Rate Stabilization</b>	<b>100,717.22</b>	<b>-76,199.62</b>	<b>176,916.84</b>	<b>232.18%</b>
<b>Net Income</b>	<b>213,404.11</b>	<b>-39,553.44</b>	<b>252,957.55</b>	<b>639.53%</b>

**Third Taxing District**  
**Profit & Loss Prev Year Comparison**  
**July 2015 through February 2016**

	Jul '15 - Feb 16	Jul '14 - Feb 15	\$ Change	% Change	
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
443-00 · Cervalis Data Center Revenues	117,826.97	103,346.02	14,480.95	14.01%	
440-00 · Residential Sales	2,694,419.53	2,361,190.15	333,229.38	14.11%	
442-01 · Large Commercial Sales	665,385.42	606,060.07	59,325.35	9.79%	
442-02 · Small Commercial Sales	1,820,014.06	1,575,101.72	244,912.34	15.55%	
445-01 · Water Pollutn Contrl Plnt Sales	677,599.76	665,140.77	12,458.99	1.87%	
445-02 · Flat Rate	63,485.01	57,840.04	5,644.97	9.76%	
557-00 · Purchased Power Adjustment	996,507.27	1,160,586.91	-164,079.64	-14.14%	Footnote 1
<b>Total Income</b>	<b>7,035,238.02</b>	<b>6,529,265.68</b>	<b>505,972.34</b>	<b>7.75%</b>	
<b>Cost of Goods Sold</b>					
555-00 · Electrical Power Purchased	4,558,340.08	4,667,150.72	-108,810.64	-2.33%	
<b>Total COGS</b>	<b>4,558,340.08</b>	<b>4,667,150.72</b>	<b>-108,810.64</b>	<b>-2.33%</b>	
<b>Gross Profit</b>	<b>2,476,897.94</b>	<b>1,862,114.96</b>	<b>614,782.98</b>	<b>33.02%</b>	
<b>Expense</b>					
904-00 · Substation	141,144.39	147,455.66	-6,311.27	-4.28%	
403-00 · Depreciation Expense	498,264.00	414,291.35	83,972.65	20.27%	Footnote 2
408-00 · Taxes	185,405.92	143,860.13	41,545.79	28.88%	Footnote 3
540-00 · Other Power Generation Expense	78,833.58	79,285.47	-451.89	-0.57%	
580-00 · Distribution Expenses	39,884.70	38,703.80	1,180.90	3.05%	
590-00 · Maintenance Expenses	391,990.86	404,429.93	-12,439.07	-3.08%	
900-00 · Customer Accounts & Service	170,587.16	179,705.37	-9,118.21	-5.07%	
920-00 · Administrative Expenses	1,126,406.58	1,080,204.53	46,202.05	4.28%	Footnote 4
980-00 · General Community Expenses	1,627.75	0.00	1,627.75	100.0%	
<b>Total Expense</b>	<b>2,634,144.94</b>	<b>2,487,936.24</b>	<b>146,208.70</b>	<b>5.88%</b>	
<b>Net Ordinary Income</b>	<b>-157,247.00</b>	<b>-625,821.28</b>	<b>468,574.28</b>	<b>74.87%</b>	
<b>Other Income/Expense</b>					
<b>Other Income</b>					
418-00 · Dividends	19,561.46	10,499.81	9,061.65	86.3%	
419-00 · Interest Income	3,719.53	2,650.00	1,069.53	40.36%	
420-00 · Gain/(Loss) on Investments	-47,690.15	1,234.57	-48,924.72	-3,962.9%	Footnote 5
421-00 · Norden Project Income	221,740.00	396,510.73	-174,770.73	-44.08%	
423-00 · Gain/(Loss) from Sale of FA	10,606.42	0.00	10,606.42	100.0%	Footnote 6
424-00 · Energy Conservation Fund Income	62,382.00	56,662.00	5,720.00	10.1%	
<b>Total Other Income</b>	<b>270,319.26</b>	<b>467,557.11</b>	<b>-197,237.85</b>	<b>-42.19%</b>	
<b>Other Expense</b>					
426-30 · PERSON TO PERSON	20,000.00	20,000.00	0.00	0.0%	
426-20 · Energy Conservation Expense	40,548.30	37,963.54	2,584.76	6.81%	
942-00 · Interest Expense	2,787.93	2,021.07	766.86	37.94%	
<b>Total Other Expense</b>	<b>63,336.23</b>	<b>59,984.61</b>	<b>3,351.62</b>	<b>5.59%</b>	
<b>Net Other Income</b>	<b>206,983.03</b>	<b>407,572.50</b>	<b>-200,589.47</b>	<b>-49.22%</b>	
<b>Net Income before rate stabilization</b>	<b>49,736.03</b>	<b>-218,248.78</b>	<b>267,984.81</b>	<b>122.79%</b>	
<b>Rate Stabilizaiton</b>	<b>700,857.19</b>	<b>283,119.85</b>	<b>417,737.34</b>	<b>147.55%</b>	
<b>Net Income</b>	<b>750,593.22</b>	<b>64,871.07</b>	<b>685,722.15</b>	<b>1,057.05%</b>	

Third Taxing District  
Profit & Loss Statement  
Explanation of Major Variances  
Jul-Feb 2016 vs. Jul-Feb 2015

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 February 2016 year to date financial statements versus the February 2015 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. The increase in taxes is due to an increase in Gross Receipts tax consistent with the increase in revenues from the prior year.
4. The \$46K increase in Administrative expenses is due primarily 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 \$47K 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 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)**

		2016	February 2015	Industry Average (Bandwidth)
1)	<b>OPERATING RATIO</b>	102.24%	109.58%	87% - 92%
	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE			
2)	<b>POWER SUPPLY EXPENSE RATIO</b>	63%	65%	65% - 70%
	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES			
3)	<b>BAD DEBT RATIO</b>	4.89%	5.02%	3% - 10%
	TOTAL CUSTOMER ACCOUNTS OVER 90 DAY / TOTAL ACCOUNTS RECEIVABLE			
4)	<b>ACTUAL RATE OF RETURN ON RATE BASE</b>	N/A	N/A	Varies by state
	AUTHORIZED BY STATE STATUTE			
5)	<b>ELECTRIC CUSTOMERS PER EMPLOYEE</b>	358	385	200 - 500
	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES			
6)	<b>ENERGY LOSS %</b>	3.12%	4.64%	2.5% - 6%
	TOTAL ENERGY LOSSES/TOTAL SOURCES OF ENERGY			
7)	<b>SYSTEM LOAD FACTOR</b>	46.6%	51.60%	50% - 65%
	TOTAL SALES + TOTAL ENERGY LOSSES/8760/ HIGHEST HOURLY PEAK DEMAND			



**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: MARCH 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"> <li>IN PROCESS WITH METER DEPT.</li> </ul>	ON-GOING UNTIL COMPLETED	<ul style="list-style-type: none"> <li>MARCH 2016 – WE REPLACED 2 A-BASED METERS DURING THE MONTH. WE CONTINUE TO MAKE SLOW, STEADY PROGRESS IN THIS AREA.</li> </ul>
2)	CUSTOMER SERVICE TRAINING PROGRAM	<ul style="list-style-type: none"> <li>TRAINING THROUGHOUT THE YEAR BASED ON TRAINING OPPORTUNITIES AND EMPLOYEE SCHEDULES.</li> </ul>	1 <sup>ST</sup> & 2 <sup>ND</sup> QTR 2016	



Powering Your Neighborhood

COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
3)	SUCCESSION PLANNING PROCESS	<ul style="list-style-type: none"><li>COMPLETE WITH PERIODIC REVIEW</li><li>NEW LINEMAN TO BE HIRED DURING SECOND HALF OF FISCAL YEAR.</li></ul>	ON-GOING	
4)	RADIO-READ METER UPGRADE	<ul style="list-style-type: none"><li>APPROXIMATELY 47% OF THE SYSTEM HAS BEEN COMPLETED.</li></ul>	ON-GOING THROUGH 2015 INTO 2016	<ul style="list-style-type: none"><li>MARCH 2016 – INSTALLED 90 RADIO-READ METERS DURING THE MONTH OF MARCH, FOR A TOTAL OF 1808 TO DATE. WE ARE CONTINUING TO WORK TOWARDS OUR GOAL OF COMPLETING THE SYSTEM WITH 100% RADIO-READ METERS.</li></ul>
5)	UPGRADE FLEET VEHICLES	<ul style="list-style-type: none"><li>PURCHASING/LEASING VEHICLES IN ACCORDANCE WITH FIVE-YEAR FLEET VEHICLE REPLACEMENT SCHEDULE.</li></ul>	ON-GOING WITH PERIODIC UPDATES	



**COMMENTS/MONTHLY UPDATE**

**TIMELINE**

**STATUS**

**PROJECT**

**#**

	<b>PROJECT</b>	<b>STATUS</b>	<b>TIMELINE</b>	<b>COMMENTS/MONTHLY UPDATE</b>
6)	UPDATE EMERGENCY PLAN FOR DEPARTMENT	<ul style="list-style-type: none"> <li>IMPLEMENTED AS NEEDED DEPENDING ON WEATHER CONDITIONS, OR AS SPECIAL CIRCUMSTANCES DICTATE. SEE UPDATE IN COMMENTS SECTION.</li> </ul>	ON-GOING	<ul style="list-style-type: none"> <li>MARCH 2016 – SAT DOWN WITH INTERNAL STAFF TO REVIEW AND REVISE OUR EMERGENCY PLAN FOR THE DEPARTMENT. MINOR CHANGES/UPDATES WERE MADE PRIOR TO SUBMISSION TO THE PUBLIC UTILITIES REGULATORY AUTHORITY WELL AHEAD OF THE JULY 1<sup>ST</sup> DEADLINE.</li> </ul>
7)	I/T UPDATE/ UPGRADES	<ul style="list-style-type: none"> <li>TRANSITION PROCESS COMPLETED WITH PERIODIC UPDATES TO HARDWARE/ SOFTWARE, IT SYSTEM, ETC. AS NEEDED.</li> </ul>	ON-GOING	
8)	CONDUCT COST OF SERVICE/RATE STUDY	<ul style="list-style-type: none"> <li>INITIAL STUDY CONDUCTED IN 2013 WITH RESULTS IMPLEMENTED IN OCTOBER 2014.</li> <li>UPDATE/ “TUNE-UP” UNDERWAY IN 2016.</li> </ul>	WORK BEGINS 1 <sup>ST</sup> QTR 2016.	<ul style="list-style-type: none"> <li>MARCH 2016 – WORK CONTINUES ON THE COS UPDATE. WE ARE FOLLOWING UP WITH UFS AS NECESSARY.</li> </ul>



COMMENTS/MONTHLY UPDATE

TIMELINE

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PROJECT

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9)	STRATEGIC PLANNING PROCESS	<ul style="list-style-type: none"> <li>• TO BE PRESENTED TO COMMISSION AT THE FEBRUARY 1, 2016 MEETING.</li> <li>• PRESENTED AND APPROVED AT THE FEBRUARY 1, 2016 MEETING.</li> <li>• SESSIONS ARE TENTATIVELY SCHEDULED FOR THE MONTH OF MAY, 2016.</li> </ul>	BEGIN IN 1 <sup>ST</sup> QTR 2016.	<ul style="list-style-type: none"> <li>• MARCH 2016 – STAFF HAS BEEN WORKING ON COORDINATING SCHEDULES WITH STEVE VANDERMEER (APPA) AND THE COMMISSIONERS DURING THE MONTH IN ORDER TO FACILITATE STRATEGIC PLANNING SESSIONS (SEE UPDATE IN STATUS).</li> </ul>
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**# PROJECT STATUS TIMELINE COMMENTS/MONTHLY UPDATE**

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
10)	MAPLEWOOD	<ul style="list-style-type: none"> <li>PRELIMINARY DECISION IN FAVOR OF TTD HAS BEEN REACHED BY PURA.</li> </ul>	ON-GOING	<ul style="list-style-type: none"> <li>MARCH 2016 – LEGAL ACTIVITY (BRIEFS, ETC.) HAS BEEN COMPLETED IN THE CASE. TTD HAS WON THE CASE BASED ON A PRELIMINARY DECISION REACHED BY PURA IN LATE MARCH.</li> </ul>
11)	WEBSITE/BRANDING PROJECT	COMMISSION GRANTED EXTENSION OF JUMAR CONTRACT THROUGH FIRST QUARTER OF 2016.	ON-GOING THROUGH FIRST QTR 2016.	<ul style="list-style-type: none"> <li>MARCH 2016 – JUMAR PRESENTED THEIR ANNUAL MARKETING UPDATE TO THE COMMISSION AT THE MARCH 14<sup>TH</sup> MEETING. THEY REVIEWED THEIR “CONTRACTED SERVICES,” WHICH INCLUDED CUSTOMER SERVICE PROGRAMS, COMMUNICATIONS, ADVERTISING, PUBLIC RELATIONS, SPECIAL EVENTS, WEBSITE MANAGEMENT, AND GENERAL BUSINESS SUPPORT. THIS REVIEW WAS CONDUCTED AHEAD OF THEIR UPCOMING CONTRACT RENEWAL WHICH THE COMMISSION WILL ACT ON AT THE APRIL 7<sup>TH</sup> MEETING.</li> </ul>



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

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<u>#</u>	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
12)	CATV POLE ATTACHMENTS/AMPLIFIERS	<ul style="list-style-type: none"> <li>A FINAL SIGNED AGREEMENT IS NOW IN PLACE WITH CABLEVISION.</li> </ul>	COMPLETED.	<ul style="list-style-type: none"> <li>MARCH 2016 – SEE STATUS. WE ARE “CLEANING UP” ANY REMAINING “LOOSE ENDS” ON BILLING, ETC. AND ANTICIPATE A REGULAR PAYMENT STREAM GOING FORWARD.</li> </ul>
13)	UPGRADE/ENHANCE FUEL TANKS @ 2 SECOND STREET	<ul style="list-style-type: none"> <li>CURRENTLY IN COMPLIANCE WITH ALL STATE CODES THROUGH MONTHLY INSPECTIONS. HOWEVER, TANKS ARE AT THE END OF USEFUL LIFE.</li> </ul>	2 <sup>ND</sup> QTR OF 2016	<ul style="list-style-type: none"> <li>MARCH 2016 – BIDS WERE SENT TO MULTIPLE VENDORS DURING THE MONTH. WE ARE AWAITING FINAL PRICING PRIOR TO MOVING FORWARD WITH THIS BUDGETED PROJECT.</li> </ul>



**#**      **PROJECT**      **STATUS**      **TIMELINE**      **COMMENTS/MONTHLY UPDATE**

14)	SUBSTATION UPGRADES AND IMPROVEMENTS	<ul style="list-style-type: none"> <li>PROJECTS ON-GOING IN ALL SUBSTATIONS IN ORDER TO UPGRADE/ MAINTAIN COMPLIANCE WITH CONVEX/NERC/ FERC REQUIREMENTS.</li> </ul>	ON-GOING THROUGHOUT 2015-16 FISCAL YEAR.	<ul style="list-style-type: none"> <li>MARCH 2016 – CONTINUED TO WORK WITH SURVALENT/SWEITZER ON THE SCADA PROJECT. WE HAVE HIT SOME “ROAD BLOCKS” IN TERMS OF PERFORMANCE WHICH WE ARE CAREFULLY ASSESSING AT THE PRESENT TIME.</li> </ul>
15)	18 ROWAN STREET RENOVATION	<ul style="list-style-type: none"> <li>PROPERTY ACQUIRED, HOUSE DEMOLISHED AND LOT REPAVED.</li> <li>FINAL STEP IS TO SITE A MATERIALS STORAGE FACILITY ON THE SITE.</li> </ul>	RESCHEDULED TO SPRING 2016.	<ul style="list-style-type: none"> <li>MARCH 2016 – BASED ON LEGAL ADVICE FROM JOHN BOVE, WE ARE HAVING A SURVEY DONE OF THE PROPERTY AS PART OF SIZING THE FACILITY ON THE LOT. THIS WILL ALSO HELP US IN FOLLOWING THE GUIDELINES IN THE PLANNING AND ZONING PROCESS AS WE MOVE FORWARD WITH THE PROJECT.</li> </ul>



**COMMENTS/MONTHLY UPDATE**

**TIMELINE**

**STATUS**

**PROJECT**

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
16)	<p><u>MISCELLANEOUS</u></p> <ul style="list-style-type: none"> <li>ANNUAL REVENUE/EXPENSE BUDGET/FIVE-YEAR CAPITAL BUDGET</li> </ul>	<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"> <li>MARCH 2016 – BEGAN PREPARATIONS FOR OUR ANNUAL BUDGET “KICK OFF” MEETING WITH THE STAFF IN EARLY APRIL FOR BOTH THE OPERATING/CAPITAL BUDGETS FOR FY 2016-17.</li> </ul>
	<ul style="list-style-type: none"> <li>SOLAR P/V PROJECT ROOFTOP AT SECOND STREET OFFICE</li> </ul>	<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"> <li>LEASE NEGOTIATION – NORDEN GENERATORS</li> </ul>	<p>ON HOLD PENDING NEGOTIATION.</p>	<p>ON-GOING</p>	<ul style="list-style-type: none"> <li>MARCH 2016 – CONTINUING TO FOLLOW THE PROGRESS BEING MADE BY FORTIS ON THEIR SUBSTATION EQUIPMENT. THEY HAVE YET TO MAKE NEEDED REPAIRS TO THEIR EQUIPMENT, WHICH LEAVES THEIR CUSTOMERS EXPOSED.</li> </ul>



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PROJECT

STATUS

TIMELINE

COMMENTS/MONTHLY UPDATE

MISC. (Cont.)

• SOLAR PROJECTS

DISCUSSION STAGE/  
POTENTIAL PROJECTS  
DISCUSSED WITH  
RESIDENTIAL CUSTOMERS  
AS PRESENTED.

ON-GOING

• MARCH 2016 – ON-GOING DISCUSSIONS WERE CONDUCTED WITH DR. LIBRE/CMEEC ON THE FEASIBILITY OF DEVELOPING A CO-GEN PROJECT AT THE WWTP DURING THE MONTH.

• DISCUSSIONS WERE ALSO HELD WITH BRIGHTFIELDS, WHO IS DEVELOPING CMEEC'S SOLAR GARDENS, ABOUT THE POSSIBILITY OF VARIOUS ROOFTOP SOLAR OPTIONS AT THE WWTP. THIS DISCUSSION WAS A FOLLOW-UP TO A SUGGESTION MADE BY BILL SOLDER DURING TTD'S ANNUAL MEETING.

• IT IS IMPORTANT TO NOTE THAT NO DISCUSSIONS HAVE BEEN WITH CITY OFFICIALS AT THE WWTP UNTIL OUR OPTIONS ARE FIRMED UP.

• ANNUAL FINANCIAL AUDIT (FYE 6/30/15)

COMPLETED FOR FYE 6/30/15 AS OF NOVEMBER 23, 2015.

EXPECTED COMPLETION DATE – OCTOBER 15<sup>TH</sup> OF EACH YEAR



**PROJECT**      **STATUS**      **TIMELINE**      **COMMENTS/MONTHLY UPDATE**

#	<u>MISC. (Cont.)</u>	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
	<ul style="list-style-type: none"> <li>LED STREET LIGHT PROJECT</li> </ul>	ON-GOING		<ul style="list-style-type: none"> <li><b>FINALIZE DURING 2016.</b></li> </ul>	<ul style="list-style-type: none"> <li>MARCH 2016 - 23 ADDITIONAL LED'S WERE INSTALLED BY OUR CREWS DURING THE MONTH, BRINGING THE TOTAL OF LED STREET LIGHTS INSTALLED TO 568 OR 85% OF THE SYSTEM.</li> </ul>
	<ul style="list-style-type: none"> <li>SCADA PROJECT</li> </ul>	PROJECT BEGINS JULY 2015		<ul style="list-style-type: none"> <li>1<sup>ST</sup>/2<sup>ND</sup> PHASE (SECOND STREET-FITCH STREET SUB-STATION) – JULY 2015 – DECEMBER 2015</li> <li>3<sup>RD</sup> PHASE (EAST AVENUE) JANUARY 2015 – APRIL 2016</li> <li>4<sup>TH</sup> PHASE – MAY 2016 – AUGUST 2016</li> <li>5<sup>TH</sup> PHASE – AUGUST 2016 – NOVEMBER 2016</li> </ul>	<ul style="list-style-type: none"> <li>MARCH 2016 – SEE COMMENTS ON THIS PROJECT UNDER ITEM #14.</li> </ul>



**COMMENTS/MONTHLY UPDATE**

**TIMELINE**

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**#**

	<b><u>MISC. (Cont.)</u></b>			
	<ul style="list-style-type: none"> <li>COMMERCIAL CUSTOMER VISITS</li> </ul>	<p>ON-GOING AS SCHEDULES PERMIT</p>	<p>THROUGHOUT 2016</p>	<ul style="list-style-type: none"> <li>MARCH 2016 – REPRESENTATIVES FROM CMEEC AND I MET WITH CERVALIS (CYRUSONE) DURING THE MONTH TO DISCUSS SEVERAL ISSUES, INCLUDING:               <ul style="list-style-type: none"> <li>RENEWAL OF THEIR WHOLESALE SUPPLY CONTRACT WITH CMEEC.</li> <li>LOAD IMBALANCE ISSUES.</li> <li>POTENTIAL FUTURE LOADS.</li> </ul> </li> <li>WE MADE CONTACT WITH A COMPLETE NEW GROUP OF MANAGEMENT PERSONNEL FROM CYRUSONE AS THE PREVIOUS MANAGEMENT TEAM FROM CERVALIS HAS BEEN REPLACED AS A RESULT OF THE MERGER. WE MADE SUBSTANTIAL PROGRESS ON ALL THREE ISSUES AND HAVE SCHEDULED ADDITIONAL MEETINGS TO CONTINUE TO FINALIZE AND RESOLVE EACH OF THEM.</li> </ul>
	<ul style="list-style-type: none"> <li>SYSTEM MAPPING</li> </ul>	<p>PROJECT HAS BEEN COMPLETED. WE WILL MAINTAIN DATABASE AND UPGRADE AS NECESSARY.</p>	<p>COMPLETE.</p>	



**COMMENTS/MONTHLY UPDATE**

**TIMELINE**

**STATUS**

**PROJECT**

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
17)	STATE (CT DOT) BRIDGE PROJECTS	INITIAL LETTER FROM CT DOT TO TTD ISSUED IN MARCH 2016.	REMAINDER OF 2016 INTO 2017.	<ul style="list-style-type: none"> <li>MARCH 2016 – RECEIVED LETTER FROM CT DOT OUTLINING THE RECONSTRUCTION/UPGRADE OF FIVE BRIDGES IN NORWALK OVER THE NEXT 12-24 MONTHS. WE WILL BE PARTICIPATING IN AN INITIAL MEETING WITH THEIR PROJECT MANAGER, PARSONS BRINKERHOFF, DURING THE MONTH OF APRIL TO REVIEW THE PROJECT SCOPE IN ORDER TO DETERMINE THE AMOUNT OF RELOCATION WORK THAT WE MAY HAVE TO DO.</li> </ul>