

GENERAL MANAGER'S REPORT
(Note Page)

Memorandum Third Taxing District Electric Department

To: TTD Commissioners

From: Jim Smith – General Manager



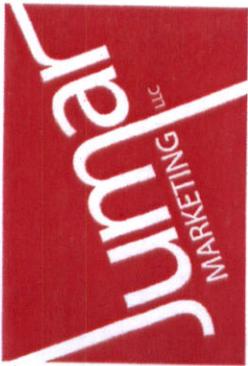
Date: February 25, 2015

Subject: Jumar Contract Renewal Documentation

Attached please find copies of the executed "Statement of Work" documents outlining the original scope of services to be provided by Jumar Marketing to TTD and additional documentation related to work performed during the course of the second year as a TTD business partner.

As you know, their contract is up for renewal in April and this documentation is being provided well in advance in order for the Commission to make an informed decision on renewing their contract @ the April Commission meeting.

In addition, Judy Virgulak will be making a presentation (materials attached) outlining their accomplishments during the past year and will be available to answer any questions the Commission may have regarding their performance and potential contract renewal.



Third Taxing District Marketing Review

March 2, 2015

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Overview

- Continued contracted services as of May 2014
 - Customer Service Programs
 - Communications Campaign
 - Public Relations
 - Special Events
 - Website Management
 - General Business Support

Customer Service Programs

Customer Service Programs

- Power Outage Plan
 - Recommended improvements to existing plan which included incorporating non-business hours, holiday & emergency answering service
 - Researched & identified 3rd party vendor
 - Recommended & secured contracts
 - Created entire process and documentation
 - Vendor team
 - Internal TTD team
 - Created all answering service scripts
 - Liaised with answering service vendor and existing phone service vendor
 - Ongoing vendor management
 - Developed all forms of customer communications to promote/educate new plan

Customer Service Programs

- Chowdafest VIP Program
 - Coordinated with Chowdafest Chairman to establish VIP program for TTD customers
 - Recommended & implemented communications process
 - Printed flyers
 - Emails
 - TTD website
 - Printed VIP tickets
 - Follow-up with Chairman post-event

Customer Service Programs

- Customer Satisfaction Survey
 - Coordination with SDS Research (survey vendor)
 - Contract review & recommendations
 - Questionnaire review & recommendations
 - Developed additional questions to be incorporated into final survey
- Delivered final questionnaire to SDS Research
- Follow-up with SDS Research on status of survey

Communications Campaign

Communications Campaign

- Newsletter
 - Established ongoing dialogue with TTD team
 - Weekly calls with Cynthia
 - Bi-monthly calls with Mike Adams
 - Newsletter content development
 - Creation of print and electronic formats
 - Coordinate changes/approvals from TTD team
 - Set-up, test, deployment of electronic newsletter
 - Provide TTD team with print version for billing insert
- Email Capture
 - Increased emails by 30%

Communications Campaign

- Rate Structure Plan
 - Participated in multiple strategic planning meetings to determine communications plan
 - Designed & developed Residential & Commercial brochures
 - Secured print quotes & coordinated production
 - Delivered final brochures to TTD
 - Populated website with static and downloadable content
- Response to WWTP news articles
 - Prepared TTD official response to controversial news articles
- State of the District Letter, Intro & Overview
 - Prepared and provided original content

Communications Campaign

- Budget Billing
 - Created initial announcement to ratepayers
 - Inclusion in newsletter
 - Reviewed & revised letter to ratepayers
- Summer Concert Series
 - Inclusion on website and in newsletter
 - Coordinated placement of outdoor banner on train trestle
 - Designed banner
 - Managed print vendor
 - Coordinated with TTD team for installation & removal
 - Created series of print ads
 - Submitted ads per concert schedule and newspaper deadlines

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Public Relations

Public Relations

- Fitch Dedication coverage
- Joint TTD/Eaton press release
- Strategic alliance with Senator Bob Duff
- T&D World Editorial interview/coverage
- Vehicle donation
- EV Charging Stations coverage

Special Events

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Special Events

- Fitch Dedication Ceremony
 - Outreach to commissioners to appoint spokesperson
 - Developed VIP invitations
 - Sent VIP invitations
 - Secured local media attendance & coverage
 - Submitted various event listings to local print & TV
 - Coordinated & secured contract for food vendor
 - Reserved & scheduled rental items
 - Reserved & scheduled audio equipment/vendor
 - Secured photographer for event
 - Provided on-site support
- Invited/confirmed VIPs for Christmas Tree Lighting

Website Management

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Website Management

- Timely and ongoing postings of:
 - Commission Meeting agendas
 - Commission Meeting packets
 - Commission Meeting minutes
 - News / PR
 - Special Events
- ‘On demand’ and emergency updates
- Calendar management
- Monitor and report on monthly traffic statistics
- General maintenance

Site Enhancements

- Spanish Translation
 - Home, About, My Account, Contact
 - All related forms/messages
- New page creation
 - Fitch Street Dedication
 - Christmas Tree Lighting
- Phase II Initiatives
 - Improved navigation / usability
 - Restructured main navigation for one-click access to key information
 - Integrated home feeds
 - Recent News
 - Upcoming Events/Meetings

General Business Support

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General Business Support

- Created / revised job descriptions & submitted to local media & industry partners
- Coordination with technology partners (Netology, PSN)
- Conducted monthly meetings with Jim & Ron
- Prepared & provided monthly reports
- Supported internal TTD team with various requests
- Coordinated & produced business cards for TTD team/commissioners
- Coordinated photographer for various shoots

Moving Forward

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Immediate Priorities

- Phase II Website
- Strategic PR Plan
- Customer Service Programs
- Newsletter Redesign

STATEMENT OF WORK #1

STATEMENT OF WORK #1

This Statement of Work #1, dated as of April 3, 2013, 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 #1 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"):

- Branding
- Website Design & Development
- Public Relations
- Communications Campaign

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"):

- Kick-off Meeting
 - Introduce the members of the project team and the client
 - Establish the roles of and contributions from the stakeholders
 - Review the history of the Third Taxing District and establish short & long term goals
 - Discuss the components of the marketing services, general approach and timeline
- Branding & Messaging
 - Provide creative brief to assist in branding development
 - Create a mission statement to define the fundamental purpose, philosophy and values of the organization
 - Review current content/messaging
 - Revise and create clear, targeted messaging for services and solutions
 - Develop a modern and aesthetically pleasing logo, incorporating a strong, clear and concise tagline
 - Develop collateral, incorporating the new branding, i.e. business cards, letterhead and vehicles
- Website Design & Development

- Home page design
 - Interior pages based upon approved home page design
 - Develop site structure and functionality within CMS
 - Enhance existing online content
 - Implement Google Analytics for tracking & reporting
 - QA Testing
 - Cross-browser testing to support the following Internet browsers:
 - IE9 (Windows)
 - IE8 (Windows)
 - IE7 (Windows)
 - Firefox (Windows and Mac)
 - Safari (Mac)
 - Google Chrome
 - UAT Testing
 - Publish website on TTD's existing hosting environment
 - Provide CMS training to client
 - Public Relations
 - Identify & develop PR opportunities as needed
 - Press release development & distribution
 - Outreach to & ongoing management of local media
 - Communications Campaign
 - Develop & execute an email capture campaign to existing customers
 - Define a quarterly plan for eNewsletter campaign
 - Create clear, targeted messaging for services
 - Define & create newsletter template
 - Unsubscribe and opt-out management
 - Coordinate & execute deployment
 - Reporting on email open rates, click-through rates and bounce rates
3. **Client Responsibilities.** Client responsibilities shall include:
- Approval and sign-off on all deliverables
 - Provide JumarMarketing, LLC with examples of past/current marketing initiatives
 - Access to any existing reporting tools, i.e. website analytics
 - Payment of third-party costs including 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: \$2,250 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. Payment of first month by Client under this Statement of Work shall be in advance of the performance of Services and delivery of the Deliverables. Subsequent payments will be invoiced and are due no later than the 5th 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. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts 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 #1 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Virgulak

By: [Signature]

Name: Judi Virgulak

Name: F. H. SMITH

Title: President

Title: General Manager

Date: 4/10/13

Date: 4/13/13

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STATEMENT OF WORK #2

STATEMENT OF WORK #2

This Statement of Work #2, dated as of April 10, 2013, 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 #2 in connection with the Agreement;

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

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

- TTD 100th Anniversary Event Signage
- TTD 100th Anniversary Event On-site Support
- Pre- and Post-Event Marketing
- Public Relations
- Advertising

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"):

- TTD 100th Anniversary Event Signage: 15 hours
 - Create three (3) event signage designs
 - 1 design for pole banners
 - 1 design for guardhouse booth, TTD pavilion/demo location and TTD services booth
 - 1 design for Showmobile
- TTD 100th Anniversary Event On-site Support: 6 hours
 - Two (2) people for 3 hours 11:00am – 2:00pm
- Pre- and Post-Event Marketing: 18 hours
 - Define campaign schedule
 - Create exciting and compelling messaging to:
 - Attract traffic to the TTD booth
 - Promote booth activities/incentives
 - Define & create electronic and/or print piece(s), including:
 - Monthly invoice insert to capture emails
 - Coordinate & execute deployment/mailing

- Unsubscribe and opt-out management
 - Reporting on email open rates, click-through rates and bounce rates
 - Public Relations: 35 hours
 - Press release development & distribution to multiple sources
 - 1 pre-event press release
 - 1 post-event press release
 - Outreach to & ongoing management of local media
 - Coordinate media attendance/coverage of 100th Anniversary Event
 - Advertising: 12 hours
 - Design and produce advertisements
 - 1 print ad for Norwalk Hour & Fairfield County Business Journal
 - 1 electronic banner ad for Norwalk Patch
 - Negotiate and secure ad placement
 - Manage publication process and editorial calendars
3. Client Responsibilities. Client responsibilities shall include:
- Approval and sign-off on all deliverables
 - Payment of third-party costs including advertising insertions, list rentals, email deployment tool, print, production and mailing (postage)
 - Execution of all third-party contracts, i.e. publications and/or other advertising channels
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:
- Project Total: \$12,900 for 86 hours
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. 50% total project cost due upon acceptance in order to begin work. Remaining 50% balance due on July 12, 2013, prior to date of event. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts 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 #2 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Vuglak
Name: Judi Vuglak
Title: President
Date: 4/23/13

By: [Signature]
Name: JAMES W. SMITH
Title: General Manager
Date: 4/18/13

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STATEMENT OF WORK #3

STATEMENT OF WORK #3

This Statement of Work #3, dated as of May 21, 2013, 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 #3 in connection with the Agreement;

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

1. Services Provided. Vendor Booth Sales, including the following (the "Services"):

- Vendor Booth Sales & Management

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"):

- Vendor Booth Sales & Management
 - Initiate contact and provide details for vendor participation
 - Provide contract and coordinate space selection/placement
 - Collection of vendor applications & payments
 - Reconciliation of payments with TTD on weekly basis
 - Coordinate logistics on-site to ensure vendors arrive and set-up as designated
 - Coordinate with TTD to ensure payments are processed and cleared
 - Follow-up communications, written & verbal, with all vendors
 - Provide TTD with on-going status on sales

3. Client Responsibilities. Client responsibilities shall include:

- Provide list of desired vendors to JumarMarketing
- Processing of all vendor payments

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:

- Project Total: \$7,500 for 50 hours

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. 50% total project cost due upon acceptance in order to begin work. Remaining 50% balance due on July 12, 2013, prior to date of event. Past due balances will incur the lesser of (i) a 2% per month charge and (ii) the maximum percentage allowed under applicable law. Client must provide JumarMarketing with a credit card authorization form for a valid credit card (JumarMarketing accepts 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 #3 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Virgulak
 Name: Judi Virgulak
 Title: President
 Date: 6/5/13

By: [Signature]
 Name: JIM SMITH
 Title: General Manager
 Date: 5/21/13

STATEMENT OF WORK #4

STATEMENT OF WORK #4

This Statement of Work #4, dated as of September 4, 2013, 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 #4 in connection with the Agreement;

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

1. Services Provided. Website & Business Process Support, including the following (the "Services"):

- Regular updates/maintenance of TTD website, including Meeting Agendas, Meeting Minutes & Packets, Events, News, etc.
- Coordinate with & manage third-party partners, i.e. PSN, CMEEC to ensure seamless integration of all available technology & information on TTD website
- Provide website traffic statistics to TTD on a monthly basis
- Provide recommendations & support for internal business operations and customer service

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. Compensation. The Client shall pay to JumarMarketing the following compensation in connection with the performance of the Services and delivery of the Deliverables hereunder:

- Total: 5 hours per month at \$750.00/per month in addition to current monthly retainer

3. Expenses. In addition to the compensation payable to JumarMarketing as set forth in paragraph #2 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 \$150. 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.

4. Payment Schedule & Payments. All contracts executed between the first (1st) and fourteenth (14th) 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 (15th) 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 5th 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 #4 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 9/16/13

By: [Signature]
Name: JAMES W. SMITH
Title: Genl Manager
Date: 9/5/13

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COPY

EXHIBIT A-5

STATEMENT OF WORK #5

STATEMENT OF WORK #5

This Statement of Work #5, dated as of May 10, 2014, 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 #5 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
- General Business Support
- Customer Service Programs
- Communications Campaign
- Public Relations
- Meetings & Special Events

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
 - Define Phase 2 plan
 - Content
 - Ongoing updates ie. 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
 - Technology
 - Enhance customer usability with additional features and functionality
 - Monthly traffic/analytics
- General Business Support
 - Emergency planning support
 - Ongoing training for staff – software/technology

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- Liaise with Netology on key data and integration points
 - Team processes and Q&A support
 - Customer Service Programs
 - Email capture
 - Internal – process development and support
 - External
 - Quarterly emergency drills
 - Planning & execution
 - Communications Campaign
 - Create bi-monthly eNewsletter content & imagery
 - 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 – ie. Bill inserts, flyers, etc.
 - Public Relations
 - Identify & develop PR opportunities as needed
 - Press release development & distribution
 - Outreach to & ongoing management of local media
 - Meetings & Special Events
 - Coordination
 - Communications
 - On-site support (as needed)
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: 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 #2 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 \$150. 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 (1st) and fourteenth (14th) 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 (15th) 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 5th 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 #5 to be signed by their duly authorized representatives effective as of the date first written above.

JumarMarketing, LLC

Third Taxing District

By: Judi Virgulak
Name: Judi Virgulak
Title: President
Date: 5/13/14

By: [Signature]
Name: SP14 SMITH
Title: General Manager
Date: 5/7/14

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**Third Taxing District
Financial Highlights
July-Jan 2015 vs. July-Jan-2014**

	July-Jan -2015	July-Jan -2014	\$ Change	% Change
Total Income	5,571,879	5,837,227	-265,348	-5%
Total Expense	6,222,862	6,144,550	78,312	1%
Net Ordinary Income	-650,983	-307,323	-343,660	112%
Other Income	444,442	302,068	142,374	47%
Other Expense	47,617	20,918	-	-
Net Income before Rate Stabilization	-254,158	-5,254	-248,904	4737%
Rate Stabilization	411,088	18,937	392,151	2071%
Net Income	156,930	-7,235	164,165	-2269%

CASH BALANCES FY 2015

Jan-15

ACCTS

Operating Accounts	978,753
Capital Improvements Fund	1,163,010

Power Supply	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date	\$ Change	% Change
Energy Cost	\$ 3,912,894	\$ 4,078,862	-165,968	-4%
Budget Energy Cost	\$ 3,599,862	\$ 3,874,919	-275,056	-7%
Energy Cost Cents/KWH	10.980	10.400	\$ 0.58	6%

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Third Taxing District
Profit & Loss Prev Year Comparison
January 2015

	Jan 15	Jan 14	\$ Change	% Change
Ordinary Income/Expense				
Income				
428-00 · Non Operating Income-Cervalis	0.00	0.00	0.00	0.0%
443-00 · Cervalis Data Center Revenues	4,477.62	0.00	4,477.62	100.0%
440-00 · Residential Sales	456,610.93	326,537.89	130,073.04	39.83%
442-01 · Large Commercial Sales	116,322.61	77,643.60	38,679.01	49.82%
442-02 · Small Commercial Sales	288,143.77	246,789.15	41,354.62	16.76%
445-01 · Water Pollutn Contrl Plnt Sales	118,922.85	79,606.38	39,316.47	49.39%
445-02 · Flat Rate	8,729.79	7,423.06	1,306.73	17.6%
557-00 · Purchased Power Adjustment	64,992.63	498,573.58	-433,580.95	-86.96%
Total Income	1,058,200.20	1,236,573.66	-178,373.46	-14.43%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	588,013.35	633,178.03	-45,164.68	-7.13%
Total COGS	588,013.35	633,178.03	-45,164.68	-7.13%
Gross Profit	470,186.85	603,395.63	-133,208.78	-22.08%
Expense				
904-00 · Substation	16,654.34	18,439.56	-1,785.22	-9.68%
403-00 · Depreciation Expense	46,636.06	46,636.06	0.00	0.0%
408-00 · Taxes	57,577.85	57,469.87	107.98	0.19%
540-00 · Other Power Generation Expense	25,126.45	19,974.67	5,151.78	25.79%
580-00 · Distribution Expenses	410.72	3,894.17	-3,483.45	-89.45%
590-00 · Maintenance Expenses	40,652.49	48,183.29	-7,530.80	-15.63%
900-00 · Customer Accounts & Service	19,912.58	29,755.41	-9,842.83	-33.08%
909-00 · Conservation Expenses	0.00	296.00	-296.00	-100.0%
920-00 · Administrative Expenses	229,284.36	209,949.30	19,335.06	9.21%
Total Expense	436,254.85	434,598.33	1,656.52	0.38%
Net Ordinary Income	33,932.00	168,797.30	-134,865.30	-79.9%
Other Income/Expense				
Other Income				
419-00 · Interest Income	25.00	41.71	-16.71	-40.06%
421-00 · Norden Project Income	43,000.83	81,807.50	-38,806.67	-47.44%
424-00 · Energy Conservation Fund Income	15,143.86	14,580.32	563.54	3.87%
Total Other Income	58,169.69	96,429.53	-38,259.84	-39.68%
Other Expense				
942-00 · Interest Expense	211.67	372.27	-160.60	-43.14%
Total Other Expense	211.67	372.27	-160.60	-43.14%
Net Other Income	57,958.02	96,057.26	-38,099.24	-39.66%
Net Income before rate stabilization	91,890.02	264,854.56	-172,964.54	-65.31%
Rate stabilization	35,551.97	-64,627.00	100,178.97	155.01%
Net Income	127,441.99	200,227.56	-72,785.57	-36.35%

Third Taxing District
Profit & Loss Prev Year Comparison
 July 2014 through January 2015

	Jul '14 - Jan 15	Jul '13 - Jan 14	\$ Change	% Change	
Ordinary Income/Expense					
Income					
443-00 · Cervalis Data Center Revenues	71,986.14	0.00	71,986.14	100.0%	
440-00 · Residential Sales	1,929,107.02	1,547,132.02	381,975.00	24.69%	
442-01 · Large Commercial Sales	504,014.34	386,433.65	117,580.69	30.43%	
442-02 · Small Commercial Sales	1,350,840.28	1,170,127.95	180,712.33	15.44%	
445-01 · Water Pollutn Contrl Plnt Sales	562,501.53	408,146.09	154,355.44	37.82%	
445-02 · Flat Rate	49,110.25	46,639.34	2,470.91	5.3%	
557-00 · Purchased Power Adjustment	1,104,319.14	2,278,747.97	-1,174,428.83	-51.54%	Footnote 1
Total Income	5,571,878.70	5,837,227.02	-265,348.32	-4.55%	
Cost of Goods Sold					
555-00 · Electrical Power Purchased	3,912,894.02	4,078,861.72	-165,967.70	-4.07%	
Total COGS	3,912,894.02	4,078,861.72	-165,967.70	-4.07%	
Gross Profit	1,658,984.68	1,758,365.30	-99,380.62	-5.65%	
Expense					
904-00 · Substation	128,471.51	18,439.56	110,031.95	596.72%	Footnote 2
930-43 · TTD 100th Anniversary	0.00	28,240.77	-28,240.77	-100.0%	
4000 · Reconciliation Discrepancies	0.00	0.20	-0.20	-100.0%	
403-00 · Depreciation Expense	367,655.29	292,186.36	75,468.93	25.83%	Footnote 3
408-00 · Taxes	143,938.55	171,412.35	-27,473.80	-16.03%	
540-00 · Other Power Generation Expense	56,388.72	64,681.56	-8,292.84	-12.82%	
580-00 · Distribution Expenses	34,248.71	32,296.51	1,952.20	6.05%	
590-00 · Maintenance Expenses	366,035.75	309,168.23	56,867.52	18.39%	Footnote 4
900-00 · Customer Accounts & Service	162,338.18	277,677.25	-115,339.07	-41.54%	Footnote 5
920-00 · Administrative Expenses	1,050,891.00	871,585.31	179,305.69	20.57%	Footnote 6
Total Expense	2,309,967.71	2,065,688.10	244,279.61	11.83%	
Net Ordinary Income	-650,983.03	-307,322.80	-343,660.23	-111.82%	
Other Income/Expense					
Other Income					
418-00 · Dividends	12,318.00	1.69	12,316.31	728,775.74%	
419-00 · Interest Income	210.00	322.10	-112.10	-34.8%	
421-00 · Norden Project Income	406,105.00	255,987.41	150,117.59	58.64%	
423-00 · Gain/(Loss) from Sale of FA	0.00	12,500.00	-12,500.00	-100.0%	
424-00 · Energy Conservation Fund Income	25,809.30	33,257.18	-7,447.88	-22.4%	
Total Other Income	444,442.30	302,068.38	142,373.92	47.13%	
Other Expense					
426-30 · PERSON TO PERSON	20,000.00	20,000.00	0.00	0.0%	
426-10 · Distribution to "District Fund"	0.00	0.00	0.00	0.0%	
426-20 · Energy Conservation Expense	25,804.98	0.00	25,804.98	100.0%	Footnote 7
942-00 · Interest Expense	1,812.47	918.32	894.15	97.37%	
990-00 · Miscellaneous items	0.00	0.00	0.00	0.0%	
999-00 · Miscellaneous Unknown	0.00	0.00	0.00	0.0%	
Total Other Expense	47,617.45	20,918.32	26,699.13	127.64%	
Net Other Income	396,824.85	281,150.06	115,674.79	41.14%	
Net Income before rate stabilization	-254,158.18	-26,172.74	-227,985.44	-871.08%	
Rate Stabilization	411,088.13	18,937.38	392,150.75	2,070.78%	
Net Income	156,929.95	-7,235.36	164,165.31	2,268.93%	

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

1. The cumulative year-over-year 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 January 2015 month to date financial statements versus the January 2014 financial statements.
2. The cumulative year-over-year increase in substation expense of \$128K is due to the fact that a separate payroll expense category was setup for Pete Johnson and Scott Tracey who are working on upgrades to the substation.
3. The cumulative year-over-year increase in depreciation expense is up due primarily to the depreciation of substation which came on line in January of 2014. The substation will be depreciated over 20 years and will have an annual depreciation of \$251,328 or monthly depreciation of \$20,944.
4. The cumulative year-over-year \$56K increase in Maintenance Expense is due to a one-time \$16K charge in additional substation maintenance due to invoices from Eleck & Salvato, Oman's Garden, and Effective Plumbing. These expenses are related to a water leak below the Fitch Street Substation Control House. These expenses were offset with a credit received from Eaton Corporation. We also spent \$4K on overhead line maintenance with WESCO for the purchase of additional stock items.
5. The cumulative year-over-year \$115K decrease in Customer Accounts & Service year-over-year is mainly due to payroll associated with the retirement of Ana Aguilar, as well as the fact that wages for Pete Johnson were shown in this category during the prior year and are now listed under Substation expense for the current year. Ana's decreased wages are now being partially offset by the hiring of the new customer service rep position.
6. The cumulative year-over-year increase of \$179K in Administrative Expenses is due to the following:
 - a. \$9K in temporary staffing of Cynthia and Kiki before hiring.
 - b. \$40K in additional repairs and maintenance (2nd Street Office, etc.) over the previous year.

- c. \$95K in engineering fees paid to Cristino Associates for the on-going SCADA project as well as substation engineering. These amounts will be offset and capitalized as Joe is in the process of preparing a summary of the project.
 - d. \$10K increase over prior year in timing of health insurance premiums/expenses.
 - e. The remainder is due to increases in Admin payroll, payroll taxes and call time charged to this account based on increased customer activity over the period (i.e., shut-offs, turn-on's, etc.).
7. The amounts in Energy Conservation expense are due to the purchase of the new LED streetlights as well as LED bulbs for our customers. As these expenses are incurred they are reimbursed to the district through our conservation fund.

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

		2015	January 2014	Industry Average (Bandwidth)
1)	<i>OPERATING RATIO</i>	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	107.10%	87% - 92%
2)	<i>POWER SUPPLY EXPENSE RATIO</i>	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	66%	65% - 70%
3)	<i>BAD DEBT RATIO</i>	TOTAL CUSTOMER ACCOUNTS OVER 90 DAY / TOTAL ACCOUNTS RECEIVABLE	5.50%	3% - 10%
4)	<i>ACTUAL RATE OF RETURN ON RATE BASE</i>	AUTHORIZED BY STATE STATUTE	N/A	Varies by state
5)	<i>ELECTRIC CUSTOMERS PER EMPLOYEE</i>	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	389	200 - 500

THIRD TAXING DISTRICT
PROJECT SUMMARY REPORT
FY 2014-2015



PREPARED BY:
JIM SMITH
GENERAL MANAGER

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THIRD TAXING DISTRICT – PROJECT SUMMARY

UPDATED: FEBRUARY 25, 2015

#	<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. 	COMPLETE 3 RD QUARTER 2015	
2)	CUSTOMER SERVICE TRAINING PROGRAM	<ul style="list-style-type: none"> TRAINING THROUGHOUT THE YEAR BASED ON TRAINING OPPORTUNITIES AND EMPLOYEE SCHEDULES. 	ON-GOING	<ul style="list-style-type: none"> FEBRUARY 2015 – MANAGEMENT TRAINING COMPLETED FOR MIKE ADAMS AND RON SCOFIELD. BOTH EMPLOYEES BENEFITTED FROM THE TRAINING AND HAVE BEEN INSTRUCTED TO APPLY CONCEPTS AND TECHNIQUES LEARNED INTO THEIR DAILY ROUTINE.



COMMENTS/MONTHLY UPDATE

TIMELINE

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	SUCCESSION PLANNING PROCESS	COMPLETE WITH PERIODIC REVIEW	ON-GOING	<ul style="list-style-type: none"> FEBRUARY 2015 – “KEY MAN” INSURANCE ON THE GENERAL MANAGER WAS BOUND WITH THE CARRIER RECOMMENDED BY BENEFIT PLANNING ASSOCIATES IN THE AMOUNT OF \$250,000 SUBSEQUENT TO THE COMMISSION VOTE AT THE FEBRUARY 12TH MEETING.
4)	RADIO-READ METER UPGRADE		ON-GOING THROUGH 2015	<ul style="list-style-type: none"> FEBRUARY 2015 – TESTED AND INSTALLED APPROXIMATELY 100 RADIO-READ METERS IN THE FIELD THIS MONTH. INSTALLATION WAS SLOWED DOWN DUE TO ADVERSE WEATHER CONDITIONS.
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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	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
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	
7)	UPDATE TERMS/ CONDITIONS OF SERVICE/FEEES	<ul style="list-style-type: none"> COMPLETED WITH PERIODIC UPDATES 		<ul style="list-style-type: none"> FEBRUARY 2015 – A FINAL DRAFT OF THE UPDATED TERMS & CONDITIONS DOCUMENT WAS REVIEWED WITH THE COMMISSION AT THE FEBRUARY 12TH MEETING. THE DOCUMENT HAS AN EFFECTIVE DATE OF FEBRUARY 1, 2015 AND IS AVAILABLE ON-LINE AT THE TTD WEBSITE AND IN THE 2 SECOND STREET OFFICE LOBBY.
8)	I/T UPDATE/ UPGRADE	<ul style="list-style-type: none"> TRANSITION PROCESS COMPLETED WITH PERIODIC UPDATES TO HARDWARE/ SOFTWARE, IS SYSTEM, ETC. 	ON-GOING	



COMMENTS/MONTHLY UPDATE

TIMELINE

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#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
9)	CONDUCT COST OF SERVICE/RATE STUDY	<ul style="list-style-type: none"> COMPLETE WITH PERIODIC UPDATES. 		
10)	STRATEGIC PLANNING PROCESS	<ul style="list-style-type: none"> TO BE ADDRESSED WITH THE COMMISSION AT A FUTURE DATE. 		
11)	MAPLEWOOD		ON-GOING	<ul style="list-style-type: none"> FEBRUARY 2015 – LEGAL WORK CONTINUES ON THE MAPLEWOOD CASE BY STEVE STUDDER FROM BERCHEM, MOSES AND DEVLIN. THE COMMISSION HAS BEEN FULLY BRIEFED ON THESE ACTIVITIES. AT THIS POINT, WE ARE WAITING ON RULINGS FROM PURA ON SEVERAL MOTIONS THAT HAVE BEEN FILED, INCLUDING A MOTION TO DISMISS.
12)	WEBSITE/BRANDING PROJECT		ON-GOING THROUGH FIRST QTR 2015 BASED ON EXTENSION OF AGREEMENT BY COMMISSION.	<ul style="list-style-type: none"> FEBRUARY 2015 – REGULARLY SCHEDULED MONTHLY MEETING WAS HELD TO DISCUSS CURRENT PROJECTS BEING WORKED ON (WEBSITE UPGRADE, ASSISTANCE WITH ANNUAL MEETING, ASSISTANCE WITH THE CUSTOMER SATISFACTION SURVEY, ETC.). WE ALSO DISCUSSED HOW JUMAR COULD BE MORE PROACTIVE WITH THE LOCAL MEDIA, SHARPEN UP THE QUARTERLY NEWSLETTER, AND PLAY A MORE ACTIVE ROLE IN OVERALL COMMUNICATIONS.



COMMENTS/MONTHLY UPDATE

TIMELINE

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#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
13)	CATV POLE ATTACHMENTS/ AMPLIFIERS	<ul style="list-style-type: none"> CURRENTLY IN ACTIVE NEGOTIATIONS WITH CABLEVISION. 	ON-GOING	<ul style="list-style-type: none"> FEBRUARY 2015 – RECEIVED DETAILED COMMENTS FROM CABLEVISION ON DRAFT POLE ATTACHMENT AGREEMENT DURING THE MONTH. THESE COMMENTS ARE CURRENTLY BEING REVIEWED BY INTERNAL STAFF, JOHN BOVE AND PHIL SUSSLER/ROBIN KIPNIS FROM CMEEC. WE WILL BE FINALIZING OUR RESPONSE OVER THE NEXT TWO WEEKS AND SCHEDULING A FACE-TO-FACE MEETING WITH REPRESENTATIVES FROM CABLEVISION TO DISCUSS.
14)	UPGRADE/ENHANCE FUEL TANKS @ 2 SECOND STREET	<ul style="list-style-type: none"> CURRENTLY IN COMPLIANCE WITH ALL STATE CODES 	ON-GOING	
15)	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	<ul style="list-style-type: none"> FEBRUARY 2015 – FINALIZED BID RESPONSES ON SCADA PROJECT. ALL RESPONSES ARE CURRENTLY BEING EVALUATED PRIOR TO A RECOMMENDATION AT A FUTURE COMMISSION MEETING.



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
16)	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. 	ON-GOING THROUGH 3 RD QUARATER 2015	
17)	CONSTRUCTION OF ELECTRIC VEHICLE CHARGING STATION	<ul style="list-style-type: none"> COMPLETED JANUARY 2015. 		<ul style="list-style-type: none"> FEBRUARY 2015 – RECEIVED \$10,000 IN GRANT MONIES FROM THYE STATE DOT AFTER SUBMITTING FINAL PAPERWORK ON PROJECT.
18)	CUSTOMER SATISFACTION SURVEY	<ul style="list-style-type: none"> COMPLETED IN FEBRUARY 2015 	FIRST QTR 2015	<ul style="list-style-type: none"> FEBRUARY 2015 – SDS RESEARCH CONDUCTGED THE CUSTOMER SATISFACTION SURVEY DURING THE THIRD WEEK IN FEBRUARY. THEIR REPORT HAS BEEN FINALIZED AND WILL BE REVIEWED WITH THE COMMISSION AT THE MARCH 2, 2015 MEETING.



PROJECT STATUS TIMELINE COMMENTS/MONTHLY UPDATE

#	PROJECT	STATUS	TIMELINE	COMMENTS/MONTHLY UPDATE
19)	<p><u>MISCELLANEOUS</u></p> <ul style="list-style-type: none"> ANNUAL REVENUE/ EXPENSE BUDGET/FIVE-YEAR CAPITAL BUDGET SOLAR P/V PROJECT ROOFTOP AT SECOND STREET OFFICE LOBBY RENOVATION LEASE NEGOTIATION - NORDEN GENERATORS 	<p>COMPLETED DURING MONTH OF JUNE, 2014</p> <p>DISCUSSION STAGE</p> <p>COMPLETE</p> <p>DISCUSSION STAGE</p>	<p>SECOND QTR 2014, PRESENT TO COMMISSION FOR JULY 1, 2014 IMPLEMENTATION</p> <p>FIRST QTR 2015</p>	<ul style="list-style-type: none"> FEBRUARY 2015 – BUDGET VS. ACTUAL RESULTS FOR THE 2ND QTR HAVE BEEN FINALIZED AND WILL BE REVIEWED WITH THE COMMISSION AT THE MARCH 2, 2015 MEETING. FEBRUARY 2015 – CONTINUED TO PURSUE WITH REPRESENTATIVES FROM NORDEN. WE HAVE SENT A CERTIFIED LETTER AS A PART OF OUR MOST RECENT EFFORT TO COMMUNICATE ON THE MATTER.



COMMENTS/MONTHLY UPDATE

TIMELINE

STATUS

PROJECT

#

<u>MISC. (Cont.)</u>			
<ul style="list-style-type: none"> SOLAR PROJECTS 	DISCUSSION STAGE/ POTENTIAL PROJECTS	ON-GOING	
<ul style="list-style-type: none"> DONATION OF METER VEHICLE 	COMPLETED	DECEMBER 2014	
<ul style="list-style-type: none"> ANNUAL FINANCIAL AUDIT (FYE 6/30/14) 	COMPLETED AS OF DECEMBER 27, 2014	EXPECTED COMPLETION DATE - OCTOBER 15 TH OF EACH YEAR	
<ul style="list-style-type: none"> LED STREET LIGHT PROJECT 	ON-GOING	ALL OF 2015	<ul style="list-style-type: none"> FEBRUARY 2015 - CONTINUING TO REPLACE OLD MERCURY VAPOR/ HIGH PRESSURE SODIUM FIXTURES WITH LED REPLACEMENTS. WE HAVE INSTALLED OVER 250 LED'S ON APPROXIMATELY 25 STREETS IN THE DISTRICT TO DATE.