

Renewal Date: 12/01/2017

Carriers	Anthem Blue Cross and Blue Shield
-----------------	--

In-Network:

Metallic Level:	Gold Century PPO 2000/0%/5500	Gold Century PPO 2500/20%/4600	Gold Century PPO 2000/0%/4900	Silver Century PPO 3000/20%/6750	Silver Century PPO 3500/30%/5500
	1KZR	2HBZ	2HAJ	2HB4	2H7V
Deductible (Individual/Family)	\$2,000/\$4,000	\$2,500/\$5,000	\$2,000/\$4,000	\$3,000/\$6,000	\$3,500/\$7,000
Coinsurance	0%	20%	0%	20%	30%
Out of Pocket Maximum	\$5,500/\$11,000	\$4,600/\$9,200	\$4,900/\$9,800	\$6,750/\$13,500	\$5,500/\$11,000
PCP Office Copay	\$25	\$30	\$25	\$30	30% after deductible
Specialist Copay	\$50	\$45	\$40 after deductible	\$45 after deductible	30% after deductible
Inpatient Hospital	\$500/day after deductible; 3 day Max	\$350/day after deductible	\$350/day after deductible	\$500/day after deductible	30% after deductible
Outpatient Surgery	\$300 after deductible	\$200 after deductible	\$300 after deductible	\$300 after deductible	30% after deductible
Emergency Room	\$200	\$200 after deductible	\$200 after deductible	\$200 after deductible	\$200 after deductible
Urgent Care	\$50	\$75	\$75 after deductible	\$75 after deductible	30% after deductible
Prescriptions	\$5/\$50/50%/50% to \$500	\$5/\$50/50%-\$500/50% to \$500	\$5/\$50/ deductible then 50% to \$500/50% to \$500	\$5/\$50/deductible then 50% to \$500/50% to \$500	\$5/\$50/50% to \$500/50% to \$500
Referrals	Not Required	Not Required	Not Required	Not Required	Not Required

Out-of-Network:

Deductible (Individual/Family)	\$4,000/\$8,000	\$7,500/\$15,000	\$6,000/\$12,000	\$9,000/\$18,000	\$2,000/\$4,000
Coinsurance	30%	50%	30%	50%	30%

RATE INFORMATION

	Current	Renewal	Option 2	Option 3	Option 4
Adams, Michael FAM	\$2,108.58	\$2,253.95	\$2,118.48	\$1,688.40	\$1,673.68
Chariott, Joseph FAM	\$2,495.97	\$2,719.45	\$2,556.02	\$2,037.11	\$2,019.34
Dennison, Tricia EMP	\$656.79	\$718.16	\$675.00	\$537.96	\$533.27
Garcia, Rachel ECH	\$1,507.74	\$1,787.94	\$1,680.48	\$1,339.32	\$1,327.64
Johnson, Karen EMP	\$1,275.96	\$1,397.53	\$1,313.53	\$1,046.87	\$1,037.73
Malone, Kristen EMP	\$511.04	\$556.52	\$523.08	\$416.88	\$413.25
Mitchell, Pamela EMP	\$959.09	\$1,061.82	\$998.01	\$795.39	\$788.46
Scofield Ronald EMP	\$470.14	\$497.34	\$467.45	\$372.55	\$369.30
Smith, James EMP	\$1,350.71	\$1,468.15	\$1,379.91	\$1,099.77	\$1,090.17
Tenney, Cynthia EMP	\$1,275.96	\$1,397.53	\$1,313.53	\$1,046.87	\$1,037.73
Tracy, James FAM	\$2,622.91	\$3,055.16	\$2,871.54	\$2,288.58	\$2,268.61
Monthly Total:	\$15,234.89	\$16,913.55	\$15,897.03	\$12,669.70	\$12,559.18
Annual Total:	\$182,818.68	\$202,962.60	\$190,764.36	\$152,036.40	\$150,710.16
Percentage Change:		11.02%	4.35%	-16.84%	-17.56%

** COMMISSIONER _____ MOVED TO ACCEPT _____

OPTION AS PRESENTED BY MIKE IMBROGNO.

TRUST AGREEMENT

BETWEEN

**THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK ELECTRICAL
DEPARTMENT'S PENSION PLAN**

AND

THE THIRD TAXING DISTRICT OF NORWALK COMMISSON

AS TRUSTEE

(Effective November 1, 2017)

INDEX

	Page
ARTICLE I	DEFINITIONS1
	Section 1.1. Definitions1
ARTICLE II	CREATION; PURPOSE OF TRUST2
	Section 2.1. Creation2
	Section 2.2. Purpose of Trust2
	Section 2.3. Exclusive Benefit2
	Section 2.4. Domestic Trust2
ARTICLE III	ADMINISTRATION OF TRUST2
	Section 3.1. Participant Records and Accounts2
	Section 3.2. Reliance on Administrator3
	Section 3.3. Trustee Not Responsible for Plan' Administration3
	Section 3.4. Trustee Not Responsible for Enforcing Contributions or for Sufficiency of Trust Fund;.....3
ARTICLE IV	INVESTMENT OF TRUST FUND3
	Section 4.1. Investments3
	Section 4.2. Custodians; Investment Managers3
	Section 4.3. Reliance on Company3
	Section 4.4. Shareholder Communications Act4
ARTICLE V	POWERS OF TRUSTEE4
	Section 5.1. General Powers4
	Section 5.2. Valuations5
ARTICLE VI	RECORDS AND ACCOUNTS OF TRUSTEE6
	Section 6.1. Account6
	Section 6.2. Annual and Other Periodic Accounts6
	Section 6.3. Tax Returns and Filings6
ARTICLE VII	TRUSTEE'S RIGHTS/LIMITATION OF TRUSTEE'S RESPONSIBILITY6
	Section 7.1. No Implied Duties6
	Section 7.2. Evidence of Authority6
	Section 7.3. Reliance by Trustee6
	Section 7.4. Trustee May Employ Agents7
	Section 7.5. No Liability for Acts or Omissions of Other Fiduciaries :7
	Section 7.6. No Liability for Acts or Omissions of Prior Trustees7
ARTICLE VIII	COMPENSATION, TAXES, EXPENSES, INDEMNITY7
	Section 8.1. Payment of Compensation and Expenses7
	Section 8.2. Taxes7

	Section 8.3. Indemnification by Company	7
ARTICLE IX	RESIGNATION OR REMOVAL OF TRUSTEE	8
	Section 9.1. Removal or Resignation of Trustee	8
	Section 9.2. Removal or Prior of Trustees	8
ARTICLE X	AMENDMENT OR TERMINATION OF AGREEMENT	8
	Section 10.1. Amendment of Agreement	8
	Section 10.2. Termination of Agreement	8
ARTICLE XI	TERMINATION OR AMENDMENT OF PLAN	8
	Section 11.1. Amendment or Termination of Plan	8
ARTICLE XII	GENERAL PROVISIONS	9
	Section 12.1. Governing Law	9
	Section 12.2. Entire Agreement	9
	Section 12.3. Notices	9
	Section 12.4. Plan Documents	9
	Section 12.5. Spendthrift Provision	9
	Section 12.6. Effect	9
	Section 12.7. Severability	9
	Section 12.8. Headings and Titles	10
	Section 12.9. Binding Agreement	10
	Section 12.10. Force Majeure	10

**TRUST AGREEMENT FOR THE THIRD TAXING DISTRICT OF THE CITY OF
NORWALK ELECTRICAL DEPARTMENT'S PENSION PLAN**

This **TRUST AGREEMENT** (the "Agreement") is made and entered into this 1st day of November 2017, by and between the Third Taxing District of the City of Norwalk Electrical Department's Pension Plan (the "Plan") and the Third Taxing District of Norwalk Commission (the "Commission"), as the Trustee of the Plan (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Third Taxing District of Norwalk ("TTDN" or the "Company") is the Plan Sponsor of the Plan; and

WHEREAS, the Company maintains the Plan for the benefit of its eligible employees, which is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the authority to control and manage the assets and liabilities of the Plan is vested in the Company, which shall also be subject to the duties with respect to the Trust specified in this Agreement; and

WHEREAS, the Company desires to appoint the Commission as the Trustee of the Trust, and the Commission is willing to serve as Trustee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Trustee hereby mutually agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires or unless otherwise expressly provided, as used in this Agreement:

(a) "Administrator" means, with respect to the Plan, the organization, entity, committee or other person responsible for benefit administration under the Plan, including any representative or delegate thereof designated in writing, authorized to act on behalf of such organization, entity, committee or other person, and may include the Company.

(b) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and Regulations issued thereunder.

(c) "Custodian" means Charles Schwab Bank, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Charles Schwab Bank, such party shall also be considered a Custodian for the Trust. Nothing contained herein shall prevent the Custodian to act as an Investment Manager for the Trust.

(d) "Investment Manager" means a bank, insurance company or registered investment adviser appointed by the Trustee to manage all or any portion of the Trust Fund.

(e) "Trust Fund" means all property, real, personal or mixed, of any kind or nature, contributed, paid or delivered to the Trustee hereunder, and all investments, reinvestments and proceeds thereof, and all gains, earnings and profits thereon.

ARTICLE II - CREATION; PURPOSE OF TRUST

Section 2.1. Creation. The Company hereby creates the Trust. Under the terms of the Plan, the Company has the power to appoint and hereby appoints the Trustee to act as Trustee; and the Trustee hereby accepts the appointment to serve as Trustee subject to the terms of this Agreement. The Company and the Trustee acknowledge the establishment of the Trust. The Trustee shall hold, invest and reinvest the assets and income of the Trust, in accordance with the provisions of this Agreement, and shall be responsible for the property received by the Trust only as provided in this Agreement. The Trust is intended to be tax exempt under section 501(a) of the Code as a qualified trust described in section 401(a) of the Code.

The Trustee hereby acknowledges that it shall be a fiduciary with respect to the Trust and the Plan in connection with the duties and obligations specifically assumed by it in this Agreement. The Trustee shall have all of the rights, privileges, duties, and immunities described by the terms of this Agreement, and shall carry out all of such fiduciary and other rights, duties and privileges, and exercise such authority, in accordance with the provisions of the Code and other applicable law. The Administrator shall have all such rights, duties, and privileges that are described by the provisions of the Plan and this Agreement. The Administrator shall carry out all of its duties and responsibilities under this Agreement in accordance with the provisions of the Code and other applicable law.

Section 2.2. Purpose of Trust. The Trust is established to fund and pay the benefits payable to participants and their beneficiaries under the Plan.

Section 2.3. Exclusive Benefit. Except as otherwise permitted by law or as set forth in Article XI of this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Trust Fund be used for, or diverted to, any purposes other than for the exclusive benefit of the participants and their beneficiaries and for defraying the reasonable expenses of administering such Plan.

Section 2.4. Domestic Trust. The Trust shall at all times be maintained as a domestic trust in the United States.

ARTICLE III - ADMINISTRATION OF TRUST

Section 3.1. Participant Records and Accounts. Except as the parties may otherwise agree in writing, the Trustee shall not be required to maintain any participant records or accounts and shall not be responsible for the allocation of contributions among participants.

Section 3.2. Reliance on Administrator. Each direction to the Trustee shall constitute a representation and warranty by the Administrator that such direction is in accordance with this Agreement, the Plan and applicable law, and the Trustee shall have no duty to make any independent inquiry or investigation before acting upon such direction, or to see to the application of any monies or other property so paid.

Section 3.3. Trustee Not Responsible for Plan's Administration. The Trustee shall not be responsible in any way for the determination, computation, payment or application of any benefit, for the form, terms, payment provisions of such payment, or for any matter affecting the administration of the Plan by the Company or the Administrator or any organization, entity, committee or other person to whom such responsibility is delegated under the Plan.

Section 3.4. Trustee Not Responsible for Enforcing Contributions or for Sufficiency of Trust Fund. The Trustee shall not be responsible for enforcing payment of any contribution to the Trust, for the timing or amount thereof, or for the adequacy of the Trust Fund or any part thereof or the funding standards adopted for the Plan to meet or discharge any liabilities of the Plan or the Trust.

ARTICLE IV - INVESTMENT OF TRUST FUND

Section 4.1. Investments. The assets of the Trust shall be invested as directed by the Company. Any such assets may be invested or reinvested without distinction between principal and income, in insurance policies, in bank accounts in any bank or thrift institution, in obligations of the United States or of any nation, state, municipality, association or trust, or in stocks, bonds, mutual fund shares or money market shares, including an open-end investment company registered under the Investment Company Act of 1940.

Section 4.2. Custodians; Investment Managers. Discretionary authority for the management and control of all or any portion of the Trust Fund may be delegated by the Company to one or more Custodians and/or Investment Managers. The terms and conditions of such appointment, authority and retention shall be the sole responsibility of the Company. The Company shall promptly notify the Trustee in writing of the appointment or removal of any Custodian or Investment Manager and the portion of the Trust Fund over which such Custodian or Investment Manager shall have authority. Any notice of appointment pursuant to this Section 4.2 shall constitute a representation and warranty that the Custodian or Investment Manager has been appointed in accordance with the Plan. The Company may limit, restrict or impose guidelines affecting the exercise of the discretion conferred on any Custodian or Investment Manager, and shall be responsible for communicating, and monitoring adherence to, any such limitations, restrictions or guidelines.

Section 4.3. Reliance on Company. The Trustee shall invest and reinvest the Trust Fund pursuant to the directions of the Company, as communicated in writing, via facsimile or by electronic transmission. The Trustee shall have no duty to inquire into the directions of the Company, to solicit such directions, or to review and follow the investments made pursuant to any such directions, other than to the extent required by law. Any investment direction shall constitute a representation and warranty that the transaction will not constitute a prohibited transaction or other violation under the Code and that the investment is authorized under this Agreement, the Plan, any other applicable agreement affecting the investment authority under the Plan, or any applicable law.

Section 4.4. Shareholder Communications Act. Unless otherwise directed in writing, the Trustee is authorized to disclose the name, address and share positions of the Company and/or any person or organization designated to give instructions under this Agreement to companies over whose securities the Company or such person or organization exercises voting authority or to others upon request by such companies.

ARTICLE V - POWERS OF TRUSTEE

Section 5.1. General Powers. Upon the directions of the Company, the Investment Manager(s), or the Administrator, the Trustee shall be authorized and empowered to exercise any and all of the following rights, powers and privileges with respect to the Trust Fund:

(a) To invest and reinvest the principal and income of the Trust Fund, without distinction between principal and income, in such securities, common stocks, preferred stocks, bonds, bills, notes, commercial paper, debentures, mortgages, equipment trust certificates, investment company shares, investment trust certificates, partnership interests and in other investments, whether real, personal or mixed property.

(b) To sell, exchange, convey, transfer or otherwise dispose of any such property at public or private sale, for cash or credit, or partly for cash and partly for credit, and with or without notice or advertisement of any kind.

(c) To purchase whole or part interests in real property or in mortgages on real property, wherever situated, directly or through financial intermediaries or entities, such as, but not limited to, partnerships, and to mortgage or lease for any term any real property or part interest in real property; and to delegate to a manager the management and operation of any interest in such property or properties.

(d) To purchase or sell, write or issue, puts, calls or other options, covered or uncovered, to enter into financial futures contracts, forward placement contracts and standby contracts, and in connection therewith, to deposit, hold or pledge assets of the Trust Fund.

(e) To execute any securities transactions through the Trustee's affiliate brokers, at the affiliate's normal rates of compensation and without diminution of the compensation payable to the Trustee hereunder, subject nonetheless to the requirements of applicable law.

(f) To exercise all voting rights pertaining to any securities; to consent to or request any action on the part of the issuer of any such securities, to give general or special proxies and or powers of attorneys with or without powers of substitution; to consent to or participate in amalgamation, reorganizations, recapitalizations, consolidations, mergers, liquidations, or similar transactions with respect to any securities; to accept and to hold any other securities issued in connection therewith; and to exercise any subscription rights or conversion privileges with respect to any securities held in the Trust Fund.

(g) To collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to the Trust Fund.

(h) To transfer money or other property to an insurance company issuing an Insurance Contract.

(i) To settle, compromise, or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings; and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal, insofar as such suits or proceedings relate to any part of the Trust Fund or the administration thereof.

(j) To borrow money from any source as may be necessary or advisable to effectuate the purposes of the Trust.

(k) To deposit funds in interest bearing account deposits or savings certificates issued by the Trustee or any other banking institution affiliated with the Trustee.

(l) To transfer, from time to time, all or any part of the Trust Fund to any common, collective or commingled trust fund exempt from taxation under the Code, including any such fund maintained by the Trustee, to be held and administered subject to the terms and provisions of the relevant trust agreement, and such trust agreement shall be deemed adopted as part of this Agreement and the Plan to the extent that any portion of the Trust Fund is invested therein.

(m) Generally to take all actions, execute all instruments, and exercise all rights and privileges with relation to the Trust Fund, whether or not expressly authorized, as the Trustee is directed or in its sole discretion deems necessary or desirable.

(n) To cause any securities or other property to be registered in, or transferred to, the name of the Trustee or the name of its nominee or nominees, or to deposit or arrange for the deposit of such securities in a securities depository or with a Federal Reserve Bank, or to retain such securities unregistered and in form permitting transferability by delivery, but the books and

records of the Trustee shall at all times show that all such securities and other property are part of the Trust Fund.

Section 5.2. Valuations. The Trustee shall periodically determine the market value of the assets of the Trust Fund or, in the absence of readily ascertainable market values, at such values as the Trustee shall determine in accordance with methods consistently followed and uniformly applied. With respect to assets without readily ascertainable market values, the Trustee may rely for all purposes of this Agreement on the latest valuation and transaction information submitted to it by the person responsible for the investment. The Company shall cause such person to provide the Trustee with all information needed by the Trustee to discharge its obligations to value such assets and to account under this Agreement.

ARTICLE VI – RECORDS AND ACCOUNTS OF TRUSTEE

Section 6.1. Account. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions in the Trust Fund and all accounts and sub-accounts, books and records relating thereto shall be open to inspection and audit at reasonable times during normal business hours by any person designated by the Company. The Company acknowledges and agrees that the Trustee shall establish and maintain one trust account within the Trust Fund. This account will detail all inflows, outflows, and investment activity on behalf of the Trust Fund.

Section 6.2. Annual and Other Periodic Accounts. Within ninety (90) days following the close of each plan year, and within sixty (60) days following the close of each plan quarter, the Trustee shall provide the Company and the Administrator a written account setting forth the receipts and disbursements and the investments and other transactions effected by it with respect to the Trust Fund during such plan year or quarter, as the case may be.

Section 6.3. Tax Returns and Filings. The Trustee shall prepare tax returns or other filings with respect to the Trust Fund as requested by the Administrator, the Company, or the Company. Unless otherwise agreed in writing by the Company and the Trustee, the Trustee shall be responsible for withholding federal and state taxes and filing required information and other returns with respect to payments to participants or their beneficiaries based upon participant and beneficiary information provided to the Trustee by the Administrator as its delegate, and for remitting amounts withheld to the appropriate taxing authorities.

ARTICLE VII - TRUSTEE'S RIGHTS/LIMITATION OF TRUSTEE'S RESPONSIBILITY

Section 7.1. No Implied Duties. The duties and responsibilities of the Trustee shall be as set forth in this Agreement and no other or further duties or responsibilities shall be implied against or imposed on the Trustee.

Section 7.2. Evidence of Authority. The Company shall furnish the Trustee from time to time with a list of the names and signatures of all individuals, organizations, entities, committees or other persons authorized to act as the Administrator, the Company, or in any manner authorized to issue notices, requests, directions, instructions or other communications to the Trustee pursuant to this Agreement. The Company shall cause each Custodian or Investment Manager to furnish the Trustee from time to time with the names and signatures of the persons authorized to direct the Trustee on its behalf hereunder. The Trustee shall be entitled to rely upon each such evidence of authority until it is revoked in writing.

Section 7.3. Reliance by Trustee. The Trustee shall be entitled to rely upon each representation, information, notice, direction, certificate and other communication furnished by or on behalf of the Company, the Administrator, the Company and each Custodian or Investment Manager; and the Trustee shall be protected to the extent the law permits in acting in accordance with and relying upon such representations, information, notices, directions, certificates and other communications; and the Trustee shall be under no duty to make any inquiry or investigation in connection therewith.

Section 7.4. Trustee May Employ Agents. The Trustee may from time to time employ and consult with counsel (who may also serve as counsel for the Company or the Trustee) and shall be protected to the extent the law permits in acting upon such advice of counsel. The Trustee may also from time to time employ accountants and other agents as may be reasonably necessary in administering and protecting the Trust Fund, and the Trustee may pay such counsel, accountants and other agents reasonable compensation, which shall be reimbursed to the Trustee in accordance with Section 8.1. The Trustee shall at no time be obligated to institute any legal action or to become a party to any legal action unless the Trustee shall have been indemnified to its satisfaction for any fees, costs and expenses to be incurred in connection with such legal action.

Section 7.5. No Liability for Acts or Omissions of Other Fiduciaries. The Trustee shall not be liable for the acts or omissions of other fiduciaries unless (a) the Trustee knowingly participates in, or knowingly attempts to conceal the act or omission of another fiduciary, and the Trustee knows the act or omission is a breach of a fiduciary responsibility by the other fiduciary; or (b) the Trustee has knowledge of a breach by the other fiduciary and does not make reasonable efforts to remedy the breach; or (c) the Trustee's breach of its own fiduciary responsibility permits the other fiduciary to commit a breach.

Section 7.6. No Liability for Acts or Omissions of Prior Trustees. The Trustee, and any successors or assigns thereof, will not be responsible for any of the actions of any party relating to the Trust prior to the date on which the Trustee is appointed as Trustee of the Trust and the new Trust, including without limitation, any regulatory action, and the prior trustee shall remain responsible for all actions taken in respect of the Trust prior to the date of appointment of the Trustee. In addition, in no event shall the Trustee have any duty or responsibility to examine the records or acts of any prior trustee, and the Company shall indemnify and hold harmless the Trustee as provided in this Agreement from any claim or liability arising from any action or

inaction of any prior trustee or from any other past event or any condition existing at the time the Trustee becomes Trustee under this Agreement.

ARTICLE VIII - COMPENSATION, TAXES, EXPENSES, INDEMNITY

Section 8.1. Payment of Compensation and Expenses. The Trustee may receive compensation for its services and reimbursement of all reasonable costs and expenses incurred in connection with the administration of the Trust Fund as agreed to by the Company.

Section 8.2. Taxes. All income or other taxes of any kind whatsoever which may be properly levied or assessed under existing or future laws upon, or in respect of, the Trust Fund shall be paid by the Trustee out of the Trust Fund, and, until paid, shall constitute a charge upon the Trust Fund.

Section 8.3. Indemnification by Company. The Company shall, to the maximum extent permitted by applicable law, indemnify the Trustee and the Trustee's agents from and against any and all damages, losses, costs, judgments, fines and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee, its officers, employees or agents by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Company), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee. The provisions of this Article VIII shall survive termination of this Agreement.

ARTICLE IX - RESIGNATION OR REMOVAL OF TRUSTEE

Section 9.1. Removal or Resignation of Trustee. The Trustee may resign at any time by written notice to the Company. The Trustee may be removed by the Company at any time by written notice to the Trustee. Any such notice shall be effective thirty (30) days after receipt by the party to whom such notice is given or such later date as shall be specified therein. The Company and the Trustee may jointly agree to waive such notice requirement. Upon the effective date of the removal or resignation of the Trustee, the Trustee shall deliver the Trust Fund to a successor trustee or custodian designated by the Company. If, for any reason, the Company cannot or does not act promptly to appoint a successor trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee. Any expenses incurred by the Trustee in connection therewith shall be charged to and paid from the Trust Fund as an expense of administration.

Section 9.2. Removal of Prior Trustee. The Company shall provide written notice to the prior trustee of the Plan of their removal as trustee in accordance with the respective trust agreements, and shall provide the Trustee with copies of such notices.

ARTICLE X - AMENDMENT OR TERMINATION OF AGREEMENT

Section 10.1. Amendment of Agreement. The Company may at any time alter, modify or amend this Agreement in whole or in part by notice thereof in writing delivered to the Trustee; provided that no such alteration, modification or amendment shall alter the rights, duties, or responsibilities of the Trustee without its prior written consent.

Section 10.2. Termination of Agreement. Subject to Section 9.1, the Company may at any time terminate this Agreement by written notice given to the Trustee. In the event of the termination of this Agreement, the Trust Fund shall be distributed or transferred to a replacement trustee pursuant to Article IX hereof.

ARTICLE XI - TERMINATION OR AMENDMENT OF PLAN

Section 11.1. Amendment or Termination of Plan. The Company may at any time alter, modify, amend or terminate the Plan in whole or in part by providing written notice of such action to the Trustee; provided that no such alteration, modification or amendment shall alter the rights, duties, or responsibilities of the Trustee without its prior written consent.

ARTICLE XII - GENERAL PROVISIONS

Section 12.1. Governing Law. To the extent not preempted by the provisions of applicable law, this Agreement shall be administered, construed and enforced according to the laws of the State of Connecticut.

Section 12.2. Entire Agreement. The Trustee's duties and responsibilities to the Plan or any person interested therein shall be limited to those specifically set forth in this Agreement. No amendment to the Plan or any other document affecting the Plan shall affect the Trustee's duties or responsibilities hereunder without its prior written consent.

Section 12.3. Notices. Except as otherwise provided in writing and agreed to by the Trustee, all notices, reports, accounts and other communications from the Trustee to the Company, the Company, the Administrator, the Investment Manager(s) or any other person shall be in writing and deemed to have been duly given if mailed, postage prepaid or delivered by hand to such person at its address appearing on the records of the Trustee. Except as otherwise provided in writing and agreed by the Trustee, all directions, notices, objections and other communications to the Trustee shall be in writing or in such other form, including transmission by electronic means through the facilities of third parties or otherwise, specifically agreed to in writing by the Trustee and shall be deemed to have been given when received by the Trustee at its offices.

Section 12.4. Plan Documents. The Company shall provide the Trustee with complete, current copies of the Plan and the most recent tax qualification letters relating thereto. The Trustee shall be entitled to rely upon the Company's attention to this obligation and shall be

under no duty to inquire of any person as to the existence of any documents not provided hereunder.

Section 12.5. Spendthrift Provision. Except as may be required by law, no interest or claim of interest of any kind of any participant under the provisions of this Trust is assignable, nor may any such interest or claim be subject to garnishment, attachment, execution or levy of any kind, and no attempt to transfer, assign, pledge or otherwise encumber or dispose of such interest by act of the person involved or by operation of law will be recognized.

Section 12.6. Effect. All persons at any time interested in the Plan shall be bound by the provisions of this Agreement and, in the event of any conflict between this Agreement and the provisions of the Plan or any instrument or agreement forming part of the Plan, the provisions of this Agreement shall control.

Section 12.7. Severability. The illegality or unenforceability of any provisions of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

Section 12.8. Headings and Titles. The titles of the Articles and headings of Sections in this Trust Agreement are for convenience of reference only and in case of conflict the text of this Trust Agreement rather than such titles or headings shall control.

Section 12.09. Binding Agreement. This Agreement shall be binding upon the Trustee and the Company, their successors and assigns, and upon the participants and their beneficiaries, heirs, executors, administrators and assigns.

Section 12.10. Force Majeure. The Trustee shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement which result from events beyond its control, including without limitation, interruption of the business of the Trustee due to acts of God, acts of governmental authority, acts of war, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), unauthorized access to its systems, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Agreement to be executed and their corporate seals to be attested by their respective duly authorized officers, all as of the day and year first above written.

THIRD TAXING DISTRICT OF NORWALK

**THIRD TAXING DISTRICT OF
NORWALK COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

** COMMISSIONER _____ MOVED TO ACCEPT THE TRUST AGREEMENT
BETWEEN THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK ELECTRICAL
DEPARTMENT'S PENSION PLAN AND THE THIRD TAXING DISTRICT OF NORWALK
COMMISSION AS TRUSTEE DATED NOVEMBER 1, 2017.

**Third Taxing District
Financial Highlights
Jul-Sep 2017 vs. Jul-Sep 2016**

	Jul-Sep 2017	July-Sep 2016	\$ Change	% Change
Total Income	2,471,815	2,798,765	-326,950	-11.68%
Total Expense	2,475,166	2,916,572	-441,406	-15.13%
Net Ordinary Income	(3,351)	(117,807)	114,456	97%
Other Income	332,014	156,283	175,731	112%
Other Expense	-	104	(104)	-100%
Net Income before Rate Stabilization	328,663	38,372	290,290	757%
Rate Stabilization	119,028	653,775	-534,746	-82%
Net Income	447,691	692,147	(244,456)	-35%

CASH BALANCES FY 2017

	Sep-17
ACCTS	
Operating Accounts	1,838,181
Construction WIP	31,809
Savings	575,394
Capital Improvements Fund	987,755

TTD Outstanding Principal Balance with CMEEC

Balance as of July 1, 2016	4,345,583
Current Balance	3,394,245
Current Fiscal Year Capital Additions to date	223,625

	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date	\$ Change	% Change
Power Supply				
Energy Cost	\$ 1,542,599	\$ 1,962,441	\$(419,843)	-21%
Budget Energy Cost	\$ 1,472,040	\$ 1,790,595	\$(318,555)	-18%
Energy Cost Cents/KWH	10.700	10.950	\$ (0.25)	-2%

Third Taxing District
Profit & Loss Prev Year Comparison
September 2017

	Sep 17	Sep 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
443-00 · Cervalis Data Center Revenues	20,428.80	21,188.83	-760.03	-3.59%
440-00 · Residential Sales	366,141.25	476,570.76	-110,429.51	-23.17%
442-01 · Large Commercial Sales	87,041.87	99,649.68	-12,607.81	-12.65%
442-02 · Small Commercial Sales	266,533.79	301,510.35	-34,976.56	-11.6%
445-01 · Water Pollutn Contrl Plnt Sales	83,416.05	93,788.16	-10,372.11	-11.06%
445-02 · Flat Rate	8,383.29	8,655.54	-272.25	-3.15%
451-00 · Miscellaneous Service Revenue	2,393.70	267.98	2,125.72	793.24%
557-00 · Purchased Power Adjustment	119,860.25	171,519.44	-51,659.19	-30.12%
Total Income	954,199.00	1,173,150.74	-218,951.74	-18.66%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	449,362.95	543,716.30	-94,353.35	-17.35%
Total COGS	449,362.95	543,716.30	-94,353.35	-17.35%
Gross Profit	504,836.05	629,434.44	-124,598.39	-19.8%
Expense				
904-00 · Substation	12,446.33	11,831.33	615.00	5.2%
403-00 · Depreciation Expense	64,676.80	64,676.80	0.00	0.0%
408-00 · Taxes	1,313.89	1,422.90	-109.01	-7.66%
540-00 · Other Power Generation Expense	11,760.85	18,787.31	-7,026.46	-37.4%
580-00 · Distribution Expenses	18,206.60	16,225.65	1,980.95	12.21%
590-00 · Maintenance Expenses	52,595.43	54,560.33	-1,964.90	-3.6%
900-00 · Customer Accounts & Service	24,460.15	22,871.18	1,588.97	6.95%
920-00 · Administrative Expenses	137,896.47	174,804.90	-36,908.43	-21.11%
Total Expense	323,356.52	365,180.40	-41,823.88	-11.45%
Net Ordinary Income	181,479.53	264,254.04	-82,774.51	-31.32%
Other Income/Expense				
Other Income				
418-00 · Dividends	7,269.65	4,550.65	2,719.00	59.75%
419-00 · Interest Income	652.67	523.88	128.79	24.58%
420-00 · Gain/(Loss) on Investments	18,727.77	5,948.35	12,779.42	214.84%
421-00 · Norden Project Income	43,161.70	27,131.67	16,030.03	59.08%
424-00 · Energy Conservation Fund Income	13,032.95	13,792.06	-759.11	-5.5%
Total Other Income	82,844.74	51,946.61	30,898.13	59.48%
Other Expense				
990-00 · Miscellaneous items	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	82,844.74	51,946.61	30,898.13	59.48%
Net Income before rate stabilization	264,324.27	316,200.65	-51,876.38	-16.41%
Rate Stabilization	23,116.50	174,319.35	-151,202.85	-86.74%
Net Income	287,440.77	490,520.00	-203,079.23	-41.4%

Third Taxing District
Profit & Loss Prev Year Comparison
July through September 2017

	<u>Jul - Sep 17</u>	<u>Jul - Sep 16</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
443-00 · Cervalis Data Center Revenues	45,286.65	41,186.72	4,099.93	9.95%
440-00 · Residential Sales	930,995.69	1,090,312.43	-159,316.74	-14.61%
442-01 · Large Commercial Sales	232,299.66	248,045.66	-15,746.00	-6.35%
442-02 · Small Commercial Sales	685,883.26	735,583.89	-49,700.63	-6.76%
445-01 · Water Pollutn Contrl Plnt Sales	229,585.26	233,783.23	-4,197.97	-1.8%
445-02 · Flat Rate	20,184.60	20,108.31	76.29	0.38%
451-00 · Miscellaneous Service Revenue	18,424.95	6,387.29	12,037.66	188.46%
557-00 · Purchased Power Adjustment	309,154.68	423,357.39	-114,202.71	-26.98%
Total Income	2,471,814.75	2,798,764.92	-326,950.17	-11.68%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	1,542,698.57	1,962,441.32	-419,742.75	-21.39%
Total COGS	1,542,698.57	1,962,441.32	-419,742.75	-21.39%
Gross Profit	929,116.18	836,323.60	92,792.58	11.1%
Expense				
904-00 · Substation	39,345.44	36,318.50	3,026.94	8.33%
403-00 · Depreciation Expense	194,030.40	194,030.40	0.00	0.0%
408-00 · Taxes	3,523.77	3,822.68	-298.91	-7.82%
540-00 · Other Power Generation Expense	14,562.01	31,273.10	-16,711.09	-53.44% Footnote 1
580-00 · Distribution Expenses	35,842.76	37,119.59	-1,276.83	-3.44%
590-00 · Maintenance Expenses	132,983.66	128,695.53	4,288.13	3.33%
900-00 · Customer Accounts & Service	77,867.52	55,923.96	21,943.56	39.24% Footnote 2
920-00 · Administrative Expenses	434,311.90	466,946.48	-32,634.58	-6.99% Footnote 3
Total Expense	932,467.46	954,130.24	-21,662.78	-2.27%
Net Ordinary Income	-3,351.28	-117,806.64	114,455.36	97.16%
Other Income/Expense				
Other Income				
418-00 · Dividends	7,269.65	6,742.60	527.05	7.82%
419-00 · Interest Income	2,054.84	2,265.80	-210.96	-9.31%
420-00 · Gain/(Loss) on Investments	18,727.77	21,225.97	-2,498.20	-11.77%
421-00 · Norden Project Income	129,039.92	99,657.89	29,382.03	29.48%
423-00 · Gain/(Loss) from Sale of FA	286.17	0.00	286.17	100.0%
424-00 · Energy Conservation Fund Income	33,614.77	26,390.58	7,224.19	27.37%
425-00 · Miscellaneous Income	141,020.50	0.00	141,020.50	100.0% Footnote 4
Total Other Income	332,013.62	156,282.84	175,730.78	112.44%
Other Expense				
426-10 · Distribution to "District Fund"	0.00	0.00	0.00	0.0%
942-00 · Interest Expense	0.00	104.09	-104.09	-100.0% Footnote 5
990-00 · Miscellaneous items	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	104.09	-104.09	-100.0%
Net Other Income	332,013.62	156,178.75	175,834.87	112.59%
Net Income before rate stabilization	328,662.34	38,372.11	290,290.23	756.51%
Rate Stabilization	119,028.31	653,774.63	-534,746.32	-81.79%
Net Income	447,690.65	692,146.74	-244,456.09	-35.32%

Third Taxing District
Profit & Loss Statement
Explanation of Major Variances
Jul-Sep 2017 vs. Jul-Sep 2016

1. The decrease in other power generation expense of \$17K is due to maintenance on the generators with Miratech for \$9k and HO Penn for \$7K.
2. The \$22K increase in Customer Accounts and services is due mainly to a reclass of wages in the current year for Kristen Malone. Kristen's wages were listed under the administrative category in the prior year and have been moved to customer accounts to remain consistent with our current year budget. This approximates \$17K of the difference. The additional difference is due to the timing of purchases for paper, supplies, and envelopes.
3. Administrative expenses decreased approximately \$32K due to the reclass of wages noted above in Footnote 2 as well as a decrease of approximately \$13K in seminars and trainings,
4. This amount represents the dividend distribution from CMEEC.
5. Currently, the Line of Credit with Patriot Bank has a zero balance.

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

			2017	Sep 2016	Industry Average (Bandwidth)
1)	<i>OPERATING RATIO</i>	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	100.14%	104.21%	95-105%
2)	<i>POWER SUPPLY EXPENSE RATIO</i>	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	62%	67%	65% - 70%
3)	<i>OUTSTANDING RECEIVABLES</i>	TOTAL DOLLAR AMOUNT OF CUSTOMER RECEIVABLES OVER 90 DAYS	\$35,201	\$44,152	
4)	<i>ACTUAL RATE OF RETURN ON RATE BASE</i>	AUTHORIZED BY STATE STATUTE	2.1%	0.1%	Varies by state
5)	<i>ELECTRIC CUSTOMERS PER EMPLOYEE</i>	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	385	348	200 - 500
6)	<i>ENERGY LOSS %</i>	TOTAL ENERGY LOSSES/TOTAL SOURCES OF ENERGY	3.70%	3.82%	2.5% - 6%
7)	<i>SYSTEM LOAD FACTOR</i>	TOTAL KWH SALES + TOTAL kwh ENERGY LOSSES/8760/ HIGHEST HOURLY PEAK DEMAND	55.6%	56.40%	50% - 65%

East Norwalk - PCA Calculation
 Power Cost Adjustment Calculation
 6 Month Rolling Average (starting January 2012)

		2016	2016	2016	2016	2017	2017	2017	2017	2017	2017	2017	2017	2017	
		September	October	November	December	January	February	March	April	May	June	July	August	September	
Total Energy		kWh													
h	Grand Total Purchased Power Costs	\$ 543,716	\$ 460,285	\$ 482,983	\$ 563,687	\$ 563,194	\$ 487,869	\$ 489,912	\$ 384,726	\$ 397,585	\$ 480,602	\$ 569,395	\$ 523,941	\$ 449,363	
i	(Sum of current and previous 5 months)	\$ 3,430,664	\$ 3,433,166	\$ 3,441,164	\$ 3,469,397	\$ 3,332,437	\$ 3,101,735	\$ 3,047,931	\$ 2,972,371	\$ 2,886,973	\$ 2,803,888	\$ 2,810,089	\$ 2,846,161	\$ 2,805,612	
j	kWh's Purchased	kWh													
l	Total Purchased Power kWh Units	5,295,186	4,309,272	4,347,256	4,809,142	5,732,210	5,199,650	4,628,845	4,204,693	4,427,132	4,995,545	6,533,151	6,298,482	5,295,186	
m	(Sum of current and previous 5 months)	31,754,189	31,858,768	31,778,892	31,592,489	30,791,548	29,692,716	29,026,375	28,921,796	29,001,672	29,188,075	29,989,016	31,087,848	31,754,189	
n	Power Supply Costs @ Retail	\$ 0.1141	0.1138	0.1143	0.1160	0.1143	0.1103	0.1109	0.1085	0.1051	0.1014	0.0990	0.0967	0.0933	
o	Base Fuel Cost	\$ 0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	0.0958	
p	Loss Factor	% 5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	
q	Calculated PCA	\$ 0.0183	0.0180	0.0185	0.0202	0.0185	0.0145	0.0151	0.0127	0.0093	0.0056	0.0032	0.0009	(0.0025)	
r	Actual PCA Implemented	\$ 0.0270	0.0270	0.0270	0.0270	0.0250	0.0250	0.0250	0.0230	0.0230	0.0230	0.0230	0.0230	0.0230	
s	Total System Retail Sales (kWh's)	6,625,943	4,266,088	4,450,569	4,618,003	5,796,522	5,028,127	4,489,846	5,076,518	3,621,793	4,737,321	6,215,088	5,115,275	5,446,535	
t	Base PCA Revenue	\$ 634,765	408,691	426,365	442,405	555,307	481,695	430,127	486,330	346,968	453,835	595,405	490,043	521,778	
u	Fuel Factor Revenue	\$ 178,900	115,184	120,165	124,686	144,913	125,703	112,246	116,760	83,301	108,958	142,947	117,651	125,270	
v	Total Revenues through PCA	\$ 813,666	523,876	546,530	567,091	700,220	607,398	542,373	603,090	430,269	562,794	738,352	607,695	647,048	
w	Difference of Collection vs Expense	\$ 479,474	\$ 543,064	\$ 606,611	\$ 610,015	\$ 747,041	\$ 866,569	\$ 919,030	\$ 1,137,395	\$ 1,170,079	\$ 1,252,270	\$ 1,421,228	\$ 1,504,982	\$ 1,702,667	

THIRD TAXING DISTRICT
of the City of Norwalk
Commission Meeting
October 16, 2017

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein

STAFF: Ron Scofield, Interim General Manager

OTHERS: Atty. Chris Hodgson (Berchem Moses)
Michael Cassella (Willow Brook Energy Partners)
Sylvia Archibald, Sarah Mann, Kathy Cray (East Norwalk Library)
Chris Burr (East Norwalk Cemetery Association)
Kevin Barber (Incoming General Manager for TTD)

CALL TO ORDER

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

PUBLIC COMMENT

No one from the public was in attendance to comment.

Commissioner Brown announced to those in attendance that as of Monday, October 23rd, Mr. Kevin Barber will become the new General Manager.

PENSION PLAN CHARTER REVIEW

Atty. Hodgson presented the Resolution to the Commission. He explained that the Resolution would remove Reliance Trust Company as the Trustee of the Pension Plan, name the TTD Commission the new Trustee with fiduciary responsibility and appoint Charles Schwab Bank as the Custodian of the assets of the Plan. He also presented a draft of the Pension Plan Committee Charter for the Commission to approve and adopt.

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE RESOLUTION AS WRITTEN:**

WHEREAS, the Commission has decided to remove Reliance Trust Company (“RTC”) as the Trustee of the Third Taxing District of the City of Norwalk Electrical Department’s Pension Plan (the “Plan”) and to replace RTC as Trustee with the Commission, and to appoint Charles Schwab Bank (“CSB”) as the Custodian of the assets of the Plan, which shall be

Third Taxing District
of the City of Norwalk
October 16, 2017

DRAFT

effective as of the date CSB assumes its appointment and receives the transfer of the Plan's assets from RTC; and

WHEREAS, to facilitate the foregoing change in Trustee and appointment of CSB as Custodian, the Commission must enter into a Trust Agreement with the Plan and a Custodial Agreement with CSB; and

WHEREAS, the Commission is responsible for the investment and administrative oversight over the Plan, and as such, desires to adopt a Charter to constitute the articles governing the structure and operation of the Third Taxing District of the City of Norwalk Pension Plan Committee (the "Committee").

Based on the foregoing, it is:

RESOLVED, that the Commission removes RTC as the Trustee of the Plan and appoints CSB as the Custodian of the assets of the Plan;

RESOLVED, that the Commission accepts the appointment as Trustee of the Plan;

RESOLVED, that the replacement of RTC as Plan Trustee and the appointment of CSB as the Custodian of the assets of the Plan shall be effective as of the date CSB assumes its appointment and receives the transfer of the Plan's assets from RTC; and

RESOLVED, that the Commission is authorized to execute and deliver all such further instruments and documents, including a Trust Agreement with the Plan and a Custodial Agreement with CSB, and to do all such further acts and things as may be necessary or appropriate to carry out the purposes of the foregoing resolutions.

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Atty. Hodgson stated that the above Resolution authorizes a Trust Agreement which will be drafted and forwarded to the Commission at a later date.

Commissioner Goldstein had some questions about the Charter and requested revisions as follows:

Section III Committee Authority, Duties and Responsibilities, add the following to the end of the sentence: "subject in all instances to the approval of the Commission which shall not be unreasonably withheld."

#8, add the following to the end of the sentence: "with prior approval of the Commission."

Atty. Hodgson stated that the Pension Plan Committee will meet twice a year and then report back to the Commission.

Third Taxing District
of the City of Norwalk
October 16, 2017

LIBRARY ENERGY AUDIT RESULTS

Mr. Cassella reported an update to the Commission on the energy audit that was conducted at the East Norwalk Library. Lantern Energy was retained to conduct energy savings work, i.e., weather stripping and air sealing. Lantern Energy was able to reduce the Cubic Feet per Minute (CFM) from 7,021 to 5,102, a savings of 1,919. This translates to approximately \$500/year in savings.

Mr. Cassella also addressed the four air conditioning units in the library which are about ten years old. They were checked out and were not in as good condition as he had originally thought. He did obtain two quotes to replace the units and also include outside covers for them during the colder months. Replacing the units and adding the covers (thus eliminating air flow) will also add to the overall energy savings.

- ** COMMISSIONER BROWN MOVED TO APPROVE THE PURCHASE OF FOUR AIR CONDITIONING UNITS AND COVERS FROM REO APPLIANCE IN THE AMOUNT OF \$7,796.00 FOR THE EAST NORWALK LIBRARY.**
- ** COMMISSIONER GOLDSTEIN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Mr. Cassella reported to the Commission that the replacement window for the Library will be installed the week of October 23rd. Once complete, the window film will also be installed.

Mr. Cassella also made a suggestion to the Commission that if they are looking to replace the roof on the library, that perhaps this would be a good time to consider installing solar if so desired.

LIBRARY ROOF REPLACEMENT

Mr. Scofield said that Gill & Gill had prepared a bid spec package to be sent out to contractors for replacing the roof at the East Norwalk Library. They had informed us in December 2016 that it was their recommendation that TTD not wait more than one or two years before replacing the roof. Mr. Scofield recommends that we now have Gill & Gill send out the package and obtain bids for the roof and now possibly include solar for the roof given Mr. Cassella's recommendation.

Commissioner Brown asked how many bids would be obtained and stated that he would like to see Rick's Main Roofing be one of the bidders. Mr. Scofield stated that there would be at least three bids obtained and including Rick's Main Roofing should not be a problem.

Commissioner Goldstein wanted to be sure that there were enough funds in the budget to cover the cost of a new roof. Mr. Scofield responded that Commissioner Yost has suggested that \$40,000 be put into the 2017-18 budget to cover any unforeseen costs associated with the

Third Taxing District
of the City of Norwalk
October 16, 2017

DRAFT

Library. Mr. Scofield will get a cost-to-date figure for the Commission and see what monies remain.

Commissioner Goldstein suggested that this item be brought back to the Commission at the time the District Budget is presented and to include additional information about the installation of solar or Tesla for the library roof.

Commissioner Goldstein asked how long it could take to receive the bids on the roof if the specs were sent out on November 8th. Mr. Scofield's thought is that it would take about a month.

**** COMMISSIONER GOLDSTEIN TABLED THIS ITEM TO THE NOVEMBER 8, 2017 MEETING.**

**** COMMISSIONER BROWN ADDED A FRIENDLY AMENDMENT THAT HE WOULD LIKE IT TO INCLUDE ROOF REPLACEMENT, SOLAR INSTALLATION AND TESLA FROM AT LEAST 3 VENDORS FOR EACH.**

**** COMMISSIONER GOLDSTEIN ACCEPTED THE FRIENDLY AMENDMENT.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COMMISSIONER GOLDSTEIN MOVED TO SUSPEND THE RULES AND ADD AN AGENDA ITEM, TO DISCUSS THE PROCEDURE FOR A HEARING AND POSSIBLE CENSURE FOR A COMMISSIONER WHO HAS NOT BEEN ATTENDING MEETINGS.**

**** THERE WAS NO SECOND.**

**** THE MOTION FAILED.**

DISTRICT BUDGET PRESENTATIONS

East Norwalk Library

Ms. Archibald reviewed with the Commission the most recent quarterly report that was given to the Commission. She then reviewed the proposed budget for FY2018-19. The new budget includes a new line item for Adult Programs. In addition, there was an increase in Community Awareness Library. The Community Awareness includes newsletter mailings and fundraising activities. The Commission asked various questions about the budget and Ms. Archibald responded.

Commissioner Goldstein took a moment to recognize all the hard work that has been done at the library.

The requested amount for the 2018-19 District Budget is \$180,000.00.

Third Taxing District
of the City of Norwalk
October 16, 2017

DRAFT

East Norwalk Historical Cemetery

Mr. Burr spoke to the Commission and informed them that all the cemetery work is usually done on a volunteer basis except for lawn care and maintenance. Mr. Burr and Mr. Scofield met with Almstead Tree, Shrub & Lawn Care to discuss arbor care for the cemetery. Almstead is recommending some tree removals and pruning of other trees in the amount of \$3,120.00.

Mr. Burr told the Commission that he is planning to have other repairs such as uprighting and repairing headstones. The funds for these repairs would be taken out of the cemetery's endowment fund.

Commissioner Goldstein asked about restoring the wrought iron fence. Mr. Burr said in the past it has been painted and should probably be painted again. He also talked about the damage to the main gate of the cemetery. Some of the wrought iron is bent.

Commissioner Brown suggested that the East Norwalk Cemetery request \$3,500.00 for the 2018-19 District Budget to cover the cost of Almstead and any other repairs (i.e., painting and gate repair) that may be needed.

MINUTES OF MEETING

August 29, 2017 Special Meeting

- ** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE MINUTES OF AUGUST 29, 2017 SPECIAL COMMISSION MEETING AS AMENDED.**
- ** COMMISSIONER BROWN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

October 2, 2017 Regular Meeting

- ** COMMISSIONER BROWN MOVED TO APPROVE THE MINUTES OF OCTOBER 2, 2017 REGULAR COMMISSION MEETING.**
- ** COMMISSIONER GOLDSTEIN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Third Taxing District
of the City of Norwalk
October 16, 2017

EXECUTIVE SESSION

• **PERSONNEL – APPOINTMENT OF CMEEC REPRESENTATIVE**

**** COMMISSIONER GOLDSTEIN MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE APPOINTMENT OF A CMEEC REPRESENTATIVE.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Commissioners Brown and Goldstein, Mr. Scofield and Mr. Barber (Incoming General Manager) entered into Executive Session at 8:29 p.m.

**** COMMISSIONER GOLDSTEIN MOVED TO EXIT EXECUTIVE SESSION AND RETURN TO PUBLIC SESSION.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Commissioners Brown and Goldstein, Mr. Scofield and Mr. Barber returned to public session at 9:23 p.m.

ADJOURNMENT

**** COMMISSIONER GOLDSTEIN MOVED TO ADJOURN.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:24 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

Third Taxing District
of the City of Norwalk
October 16, 2017

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.

DRAFT

THIRD TAXING DISTRICT
of the City of Norwalk
Special Commission Meeting
October 25, 2017

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein

STAFF: Kevin Barber, General Manager; Ron Scofield, Asst. General Manager;
Mike Adams, General Line Foreman

OTHERS: Atty. Steve Studer (Berchem Moses)

CALL TO ORDER

Commissioner Brown called the meeting to order at 4:00 p.m. A quorum was present.

PUBLIC COMMENT

No one from the public was in attendance to comment.

REPLY LETTER TO SENATOR SOMERS

The Commission reviewed the draft letter prepared by Atty. Steve Studer to Senator Somers in response to her letter to Mayor Harry Rilling dated September 20, 2017. The Commission asked that one revision be made to the third paragraph. They would like “events” be changed to “recent event.”

Discussion took place around the compensation for the prospective appointment of a ratepayer representative to CMEEC. To date, there has been no clear communication as to who will be responsible for the compensation, either TTD or CMEEC.

**** COMMISSIONER BROWN MOTIONED TO APPROVE THE LETTER TO SENATOR SOMERS AS WRITTEN AND SENT BY ATTY. STUDER AND AS AMENDED AT TODAY’S MEETING.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Third Taxing District
of the City of Norwalk
October 25, 2017

POLICY REVIEW REGARDING HIRING OF COMMISSIONERS

Commissioner Goldstein stated that at the October 7, 2013 Commissioner meeting, while only two of the three Commissioners were present, there was an amendment made to the Third Taxing District of the City of Norwalk Policy Concerning Conflict of Interest. Item #6 of that Policy read as follows prior to the amendment:

“No Commissioner or former Commissioners, or member of his immediate family shall be hired or employed by the District within five (5) years of his termination of service as a Commissioner for the District.”

The amendment was to eliminate item #6 from the policy which required a five year wait before allowing ex-Commissioners to be considered for employment/ consulting. Discussion took place about the amendment and what effects it may have played in a recent situation where a current Commissioner applied for a position at TTD and whether or not the amendment should be restored or revised.

**** COMMISSIONER GOLDSTEIN MOVED TO HAVE THE POLICY RETURNED TO THE WAY IT READ BEFORE THE OCTOBER 7, 2013 MODIFICATION, WHICH IS “NO COMMISSIONER OR FORMER COMMISSIONERS, OR MEMBER OF HIS/HER IMMEDIATE FAMILY SHALL BE HIRED OR EMPLOYED BY THE DISTRICT WITHIN FIVE (5) YEARS OF HIS/HER TERMINATION OF SERVICE AS A COMMISSIONER FOR THE DISTRICT.”**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

APPROVAL OF BIDS FOR THE T3 TRANSFORMER

Mr. Adams informed the Commission that the T3 Transformer was in the 2017-18 Capital Budget that was approved by the Commission. He said that a Request for Quotes was sent out to four manufacturers. Only two responses were received, ABB Inc. and Niagara Transformer Corp.

At this time, it is Mr. Adams' recommendation to select ABB for the transformer as it matches the current transformer that is currently in the station. The cost differential is approximately \$2,000. The lead time for ABB is approximately six weeks less than Niagara. As Mr. Adams is trying to complete this project within this fiscal year, the shorter lead time would help facilitate the timely completion. Preparations will be made prior to the arrival of the new transformer so it can be put into place immediately.

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE ABB BID RESPONSE IN THE AMOUNT OF \$333,150 ±5% AS WRITTEN IN THE PACKET.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Third Taxing District
of the City of Norwalk
October 25, 2017

UNDERGROUNDING BY EVERSOURCE RELATING TO WALK BRIDGE

Commissioner Goldstein stated that this had been discussed in previous meetings as to whether or not the Commission wanted to take a position, make a formal communication or otherwise take some action in response to the undergrounding plan.

The Eversource undergrounding issue of an environmental review with regard to relocating the high tower lines is being evaded through a technicality. Commissioner Goldstein stated that the relocation of these lines are not part of the Walk Bridge project, but are impacted by the project and should have an EA (Environmental Assessment) performed. Commissioner Goldstein continued to review the events that took place.

Commissioner Brown asked Commissioner Goldstein where she wanted to go with this subject assuming that all the facts are correct. Commissioner Goldstein is asking whether or not the Commission wants to respond, take a position on the matter or take any action at all as a body.

Commissioner Brown would like to have the third Commissioner present in making this decision and asked that the agenda item be tabled to the next meeting.

**** COMMISSIONER GOLDSTEIN MOVED TO TABLE THE ITEM,
UNDERGROUNDING BY EVERSOURCE RELATING TO WALK BRIDGE, TO THE
NOVEMBER 8, 2017 MEETING.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ANNUAL RATEPAYER MEETING DATE CHANGE VOTING STANDARD

Commissioner Goldstein stated that there had been some very vocal objections about moving the ratepayer meeting date. The extraordinary circumstances were not met in order to change 2017's meeting date. Commissioner Goldstein thought that it should be discussed as to where this is appropriate, where it is not appropriate to even bring it up for discussion and whether the voting standard needs to be changed to a unanimous voting standard which was a suggestion from the public. Commissioner Goldstein talked about whether or not there needs to be a policy that follows parliamentary law.

Commissioner Goldstein talked about Mason's Manual of Legislative Procedure vs. Robert's Rules and indicated that Mason's Manual is typically used for elected bodies, whereas Robert's Rules would apply to the Ratepayer Annual Meeting. Discussion and comparison continued with Mason's Manual and Robert's Rules. She stated that there has never been a formal decision made as to what the Commission abides by.

DRAFT

Commissioner Brown stated that the date for the next Annual meeting will not get changed no matter what the reason. Commissioner Goldstein asked Commissioner Brown where that statement is written.

Commissioner Brown consulted with Atty. Studer with regard to Mason's Manual vs. Robert's Rules. Atty. Studer stated that most of the political bodies his firm deals with use Robert's Rules. He could not state which was more preferable, but thinks that TTD should adopt one or the other. He suggested that TTD look at both in their totality and see what others in the area are using. He can consult with others in their law firm to get a better sense of it.

**** COMMISSIONER BROWN MOVED THAT THE RATEPAYER ANNUAL MEETING WILL BE HELD ON THE DATE AS DESCRIBED IN THE CHARTER AND WILL NOT BE CHANGED.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

PRELIMINARY DISCUSSION OF AVAILABLE OPTIONS FOR FAILURE TO ATTEND MEETINGS

Commissioner Goldstein expressed her concern about the Commission's ability to carry on business and that the full Commission has every opportunity to deliberate all the items coming before them. There has been a Commissioner who has opted not to attend the last four meetings. He did not report his absence directly to the Chairman.

Commissioner Goldstein went on to say that this presents a problem should either one of the two remaining Commissioners have an issue should one of them not be able to attend a scheduled meeting. This leaves the Commission without a quorum. She said that this is hindering the Commission's ability to operate properly. Commissioner Goldstein stated that this Commission does not have a proper process in place to take any action.

Commissioner Goldstein stated that the Commission may need to start with obtaining guidance from legal counsel as to what right the Commission has as a legislative body and counsel may need guidance from the Commission as to whether or not the Commission will be using either Mason's Manual or Robert's Rules.

Commissioner Brown expressed that he was not upset over the situation and felt that the absence of the third Commissioner this evening did not hinder any of his decisions made during this meeting. For only four meetings, he does not have a problem, but should it go on longer, then it will become a problem. Commissioner Brown feels the District is being served well whether or not the third Commissioner is or is not present.

No action was taken at this time.

Third Taxing District
of the City of Norwalk
October 25, 2017

DRAFT

Commissioner Brown asked Atty. Studer for his input about the situation, i.e., how long should the Commissioner let it go, or let it go forever.

Atty. Studer replied that he could not answer how long the Commission should wait. It is a decision between Commissioners Brown and Goldstein. Atty. Studer can look into available options on their behalf in order to have more information should they need to revisit the topic.

Commissioner Brown asked if there was anything in the District Charter that states the Commission has the right to terminate. Commissioner Goldstein replied, no. Atty. Studer believes there is no recall provision at the municipal level within the State of Connecticut. He believes the options are very limited, but can certainly check into it.

REPORT FROM GREYSKYE ON CITY BULB SWAP COMMUNICATIONS

Commissioner Goldstein stated that every time the City of Norwalk does a light bulb swap through Eversource, they advertise without making a distinction for TTD's ratepayers that they are not eligible. TTD ratepayers turn up at the event and get turned away because they are not an Eversource "electric" company customer. The ads do not differentiate between electric or gas customers. Commissioner Goldstein would like to have a counter-plan for our ratepayers or alert the ratepayers ahead of time.

Greyskye Marketing did communicate to as many of the ratepayers as possible by putting up a notice on the website and sending out an email blast. The staff put a notice in the lobby to the ratepayers. All communication efforts alerted the ratepayers to the fact that they were not eligible to participate, but to look forward to a free light bulb program in the spring.

In the meantime, TTD staff was recently put in touch with a contact at Eversource who handles their conservation programs. They will reach out to him and see if it would be possible to piggyback on the program this upcoming Saturday, October 28th and reimburse them for any light bulbs given out to TTD ratepayers.

TTD will be meeting with Eversource within the next couple of weeks to see how they can partner together for future programs throughout the City of Norwalk.

ADJOURNMENT

- ** COMMISSIONER BROWN MOVED TO ADJOURN.**
- ** COMMISSIONER GOLDSTEIN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Third Taxing District
of the City of Norwalk
October 25, 2017

DRAFT

The meeting adjourned at 5:37 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

Third Taxing District
of the City of Norwalk
October 25, 2017

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

OR

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

Memorandum

Third Taxing District

Electric Department

To: District Commissioners

From: Kevin Barber

Date: November 1, 2017

Subject: Appointment of Representatives to CMEEC Board

The Connecticut Municipal Electric Energy Cooperative's (CMEEC) By-Laws require that each Municipal Electric Utility (MEU) appoint Member Representatives and Member Delegates to the CMEEC and TRANSCO (CTMEEC) Board of Directors.

Attached are Section 6, General Governance Structure, Section 9, Member Delegate Service on the CMEEC Member Delegation and Section 10, CMEEC Member Representatives Serving on the CMEEC Board of Directors from both the CMEEC and CTMEEC By-Laws last amended on April 27, 2017. These sections will provide an overview of CMEEC's governance structure including the appointment of Representatives and Delegates.

Section 10, provides that each member MEU governing body shall appoint two (2) Member Representatives and two (2) Alternate Representatives to the CMEEC and CTMEEC Board of Directors. Section 9 states that from the two member representatives and the two alternate representatives, one shall be appointed as the sole Member Delegate and one shall be appointed an Alternate Member Delegate.

The last time the District Commission appointed representatives to the CMEEC and CTMEEC boards was on July 9, 2012. Since that appointment, changes have occurred that necessitate the need for new appointments to the CMEEC Board of Directors.

SECTION 6: GENERAL GOVERNANCE STRUCTURE

SECTION 6.1 GENERAL

CMEEC shall be managed by two governing bodies, subject to separate and distinct sets of structures, and requirements, for the purpose of maintaining appropriate segregation of interests and responsibilities, namely: (a) the CMEEC Member Delegation, through which the CMEEC Members act collectively, as defined further below, with respect to issues relating to their ownership, as Members of CMEEC, and (b) the CMEEC Board of Directors, comprised of Member Representatives named by each of the Members, as further defined herein, with respect to the operational management of CMEEC and as otherwise required pursuant to the Act. The roles and function of each of the CMEEC Member Delegation and the CMEEC Board of Directors are further described below in Article I, Sections 6.2 and 6.3.

SECTION 6.2 CMEEC Member Delegation

The CMEEC Member Delegation is established and shall serve as the body to oversee and administer the individual and collective ownership-related interests of the Members in CMEEC, in their capacity as Members of CMEEC. The CMEEC Member Delegation shall be established and shall operate pursuant to Article II below. The CMEEC Member Delegation scope of responsibilities shall include, but not be limited to ensuring the interests of the Member Delegation are achieved through the development and implementation of, and ongoing execution to the CMEEC Vision, Mission, and Objectives by the CMEEC Board of Directors. The CMEEC Member Delegation shall possess the primary responsibility for managing all matters related to membership, equity requirements, and the financial stability of CMEEC, and as provided for in the voting requirements in Article II, applicable to the Member Delegation.

SECTION 6.3 CMEEC Board of Directors

The CMEEC Board of Directors shall serve as the governing and oversight body for the individual and collective interests of the Members and customers of CMEEC, with such fiduciary duties as apply pursuant to the Act and Applicable Law, with respect to CMEEC's operations and in otherwise fulfilling the purposes as stated in this Section 6.3, and as further defined in Article III, and in Article IV hereof. The CMEEC Board of Directors, comprised of the Member Representatives, as further defined herein, shall provide operational oversight of the CMEEC Chief Executive Officer in executing to and fulfilling the Vision, Mission, and Objectives.

SECTION 9 MEMBER DELEGATE SERVICE ON THE CMEEC MEMBER DELEGATION

From the two (2) Member Representatives and the two (2) Alternate Representatives, appointed pursuant to Article I, Section 10 below, one (1) shall be selected and further appointed by the Member as the sole Member Delegate, to act with the full powers and duties of the Member while serving on the CMEEC Member Delegation with respect to all matters which come before the Member Delegation and one (1) shall be selected and further appointed to act with the full powers and duties of the Member Delegate representing such Member with respect to matters coming before the CMEEC Member Delegation in the event of the absence or unavailability of the Member Delegate of such Member (with such person referred to herein as the "Alternate Delegate"). The Member shall transmit notice of such appointments to CMEEC and such appointments shall thereafter be effective for all purposes, except in cases of resignation, removal, or replacement as provided in a subsequent notice by the Member to CMEEC. The Alternate Delegate position may be filled by one (1) of the remaining three (3) Member Representatives or Alternate Representatives as an alternate to serve in his/her place as the Member Delegate on an as required basis when the Member Delegate is not available to participate and/or vote on matters coming before the CMEEC Member Delegation.

SECTION 10 CMEEC MEMBER REPRESENTATIVES SERVING ON THE CMEEC BOARD OF DIRECTORS

Member Representative(s or Director(s)) is (are) defined as the person or persons appointed by each Member's governing body to serve on the CMEEC Board of Directors. Each Member MEU governing body shall appoint two (2) Member Representatives to the CMEEC Board of Directors. Each Member MEU governing body shall also appoint two (2) alternate representatives (the "Member Representative Alternates"). Each such Member Representative Alternate shall be empowered to serve in the place of either of the Member Representatives to the CMEEC Board of Directors or both, as applicable, in the event of the absence or unavailability of such Member Representative(s) to participate and/or vote on matters coming before the CMEEC Board of Directors, to serve in the place of either or both of the Member Representatives, as the case may be, and to act with the full powers and duties of the Member Representative(s) in such circumstances. Each Member Representative or Member Representative Alternate must be an Official (Officer, Director, Commissioner, or high-ranking employee) of such Member.

SECTION 6 GENERAL GOVERNANCE STRUCTURE

Section 6.1 General

CTMEEC shall be managed by two governing bodies, subject to separate and distinct sets of structures, and requirements, for the purpose of maintaining appropriate segregation of interests and responsibilities, namely: (a) the CTMEEC Member Delegation, through which the CTMEEC Members act collectively, as defined further below, with respect to issues relating to their ownership, as Members of CTMEEC, and (b) the CTMEEC Board of Directors, comprised of Member Representatives named by each of the Members, as further defined herein, with respect to the operational management of CTMEEC and as otherwise required pursuant to the Act. The roles and function of each of the CTMEEC Member Delegation and the CTMEEC Board of Directors are further described below in Article I, Sections 6.2 and 6.3.

Section 6.2 CTMEEC Member Delegation

The CTMEEC Member Delegation is established and shall serve as the body to oversee and administer the individual and collective ownership-related interests of the Members in CTMEEC, in their capacity as Members of CTMEEC. The CTMEEC Member Delegation shall be established and shall operate pursuant to Article II below. The CTMEEC Member Delegation scope of responsibilities shall include, but not be limited to ensuring the interests of the Member Delegation are achieved through the development and implementation of, and ongoing execution to the CTMEEC Vision, Mission, and Objectives by the CTMEEC Board of Directors. The CTMEEC Member Delegation shall possess the primary responsibility for managing all matters related to membership, equity requirements, and the financial stability of CTMEEC, and as provided for in the voting requirements in Article II, applicable to the Member Delegation.

Section 6.3 CTMEEC Board of Directors

The CTMEEC Board of Directors shall serve as the governing and oversight body for the individual and collective interests of the Members and customers of CTMEEC, with such fiduciary duties as apply pursuant to the Act and Applicable Law, with respect to CTMEEC's operations and in otherwise fulfilling the purposes as stated in this Section 6.3, and as further defined in Article III, and in Article IV hereof. The CTMEEC Board of Directors, comprised of the Member Representatives, as further defined herein, shall provide operational oversight of the CTMEEC Chief Executive Officer in executing to and fulfilling the Vision, Mission, and Objectives. Unless otherwise noticed in writing by the Member, the Member Representatives and Alternates for the CTMEEC Board of Directors shall be the same as those appointed to the CTMEEC Board, with exception of Officer positions.

SECTION 9 MEMBER DELEGATE SERVICE ON THE CTMEEC MEMBER DELEGATION

From the two (2) Member Representatives and the two (2) Alternate Representatives, appointed pursuant to Article I, Section 10 below, one (1) shall be selected and further appointed by the Member as the sole Member Delegate, to act with the full powers and duties of the Member while serving on the CTMEEC Member Delegation with respect to all matters which come before the Member Delegation and one (1) shall be selected and further appointed to act with the full powers and duties of the Member Delegate representing such Member with respect to matters coming before the CTMEEC Member Delegation in the event of the absence or unavailability of the Member Delegate of such Member (with such person referred to herein as the "Alternate Delegate"). The Member shall transmit notice of such appointments to CTMEEC and such appointments shall thereafter be effective for all purposes, except in cases of resignation, removal, or replacement as provided in a subsequent notice by the Member to CTMEEC. The Alternate Delegate position may be filled by one (1) of the remaining three (3) Member Representatives or Alternate Representatives as an alternate to serve in his/her place as the Member Delegate on an as required basis when the Member Delegate is not available to participate and/or vote on matters coming before the CTMEEC Member Delegation.

SECTION 10 CTMEEC MEMBER REPRESENTATIVES SERVING ON THE CTMEEC BOARD OF DIRECTORS

Member Representative(s or Director(s)) is (are) defined as the person or persons appointed by each Member's governing body to serve on the CTMEEC Board of Directors. Each Member MEU governing body shall appoint two (2) Member Representatives to the CTMEEC Board of Directors. Each Member MEU governing body shall also appoint one (1) alternate representative (the "Member Representative Alternate"). Each such Member Representative Alternate shall be empowered to serve in the place of either of the Member Representatives to the CTMEEC Board of Directors or both, as applicable, in the event of the absence or unavailability of such Member Representative(s) to participate and/or vote on matters coming before the CTMEEC Board of Directors, to serve in the place of either or both of the Member Representatives, as the case may be, and to act with the full powers and duties of the Member Representative(s) in such circumstances. Each Member Representative or Member Representative Alternate must be an Official (Officer, Director, Commissioner, or high-ranking employee) of such Member.

** COMMISSIONER _____ MOVED TO APPROVE THAT _____ AND _____ BE APPOINTED THE MEMBER REPRESENTATIVES TO THE CMEEC BOARD OF DIRECTORS AND _____ AND _____ BE APPOINTED AS ALTERNATE REPRESENTATIVES.

** COMMISSIONER _____ MOVED TO APPROVE THAT _____ BE APPOINTED THE SOLE MEMBER DELEGATE AND _____ BE APPOINTED THE ALTERNATE DELEGATE TO THE CMEEC MEMBER DELEGATION.

** COMMISSIONER _____ MOVED TO APPROVE THAT _____ AND _____ BE APPOINTED THE MEMBER REPRESENTATIVES TO THE CTMEEC (TRANSCO) BOARD OF DIRECTORS AND _____ AND _____ BE APPOINTED AS ALTERNATE REPRESENTATIVES.

** COMMISSIONER _____ MOVED TO APPROVE THAT _____ BE APPOINTED THE SOLE MEMBER DELEGATE AND _____ BE APPOINTED THE ALTERNATE DELEGATE TO THE CTMEEC (TRANSCO) MEMBER DELEGATION.

Memorandum Third Taxing District Electric Department

To: TTD Commissioners

From: Ron Scofield



Date: November 1, 2017

Subject: Annual Christmas Tree Lighting

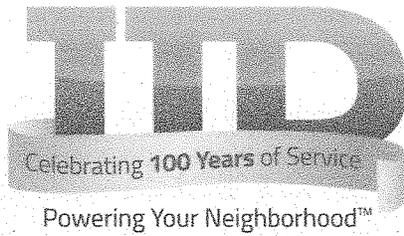
Plans are already underway for the 2017 Annual Christmas Tree Lighting to be held on December 3, 2017 at 5:00 p.m. with a rain/snow date of December 10, 2017 at 5:00 p.m.

Tonight we need to discuss what part you want to take in the program.

I have arranged for Summertime to provide the music for the program. Tony Masi will be the Emcee and pay particular attention to involving the audience in the singing of the Christmas songs. I would also like to add a Charlie Brown/Snoopy theme to the program. Tony will provide wooden figures of Snoopy and Charlie Brown that we can put by the Christmas tree and the children can have their picture taken with them before the program. We have received commitments from The Marvin School Chorus and Santa Claus to appear.

We are once again giving our food donations to Society St. Vincent de Paul and our toy donations to Dylan's Army, for children at Norwalk Hospital and Yale New Haven Hospital. Donation boxes will be placed at 12 different locations in East Norwalk, as well in the park the night of the program.

The program will end as usual, with Santa arriving on the Bucket Truck with candy canes for all of the good little boys and girls and Commissioners.



Third Taxing District

2 Second Street
East Norwalk, CT 06855

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

THIRD TAXING DISTRICT 2018 COMMISSION MEETING SCHEDULE

Monday	January 8, 2018
Monday	February 5, 2018
*Tuesday	February 20, 2018
Monday	March 5, 2018
Monday	April 2, 2018
Monday	April 16, 2018
Monday	May 7, 2018
Monday	June 4, 2018
Monday	June 18, 2018
Monday	July 2, 2018
Monday	August 6, 2018
Monday	August 20, 2018
Monday	September 10, 2018
Monday	October 1, 2018
Monday	October 15, 2018
Monday	November 5, 2018
Monday	December 3, 2018
Monday	December 17, 2018

*Note: Monday, February 19, 2018 is a holiday.

District Commissioners

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

MOTION FOR VOTE ON 2018 COMMISSION MEETING SCHEDULE

COMMISSIONER (name of Commissioner) MOVED TO APPROVE THE 2018

COMMISSION MEETING SCHEDULE AS PRESENTED AT THE NOVEMBER 8, 2017

COMMISSION MEETING.

2017 NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8 Commission Mtg.	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23 Thanksgiving Holiday	24	25
26	27	28	29	30		

2017 DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3 Tree Lighting	4 Commission Mtg.	5	6	7	8	9
10 Tree Lighting Rain Date	11	12	13	14	15	16
17	18 Commission Mtg.	19	20	21	22 Half Day For Holiday	23
24	25 Christmas Holiday	26	27	28	29 Half Day For Holiday	30
31						

Undergrounding by Eversource Relating to Walk Bridge

PLEASE REFER TO YOUR PACKET OF OCTOBER 25, 2017, PAGES 35-107
FOR THIS SECTION.

THANK YOU.