



Third Taxing District

2 Second Street
East Norwalk, CT 06855

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Third Taxing District of the City of Norwalk Special Commission Meeting

Monday, April 9, 2018 at 7:00p.m.

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

1. Public Comment – 15 Minute Limit
2. Minutes of Meeting – March 2, 2018 Special Meeting (Pgs. 1-2), March 5, 2018 Regular Meeting (Pgs. 3-11), March 6, 2018 Emergency Telephonic Meeting (Pgs. 12-14), and March 29, 2018 Special Joint Meeting (Pgs. 15-59)– A/R
3. Discussion/Analysis of Financial Statements/Key Performance Indicators (Pgs. 60-64)
4. Discussion of Rate Stabilization Fund and PCA – Possible A/R (Pgs 65-76)
5. Line of Credit Renewal – A/R (Pgs.77-93)
6. Vote for Chairman – Possible A/R
7. General Manager's Report (Pg. 94)
 - Discussion of Budget Process
 - Update on Library Roof Projects
8. Walk Bridge: Outreach Discussion – Possible A/R (Pgs. 95-115)
9. Strategic Planning Discussion
10. Project Summary (Pgs. 116-125)
11. Adjourn

*A/R – Action Required/See Attached Motion

Agenda backup material is available at the TTD office, www.ttd.gov and will be available at the meeting.

M:\Shared\ Commission Meeting Information\Agenda Special 4-9-18.doc

District Commissioners

David L. Brown	203-866-8099	Chairman	Kevin Barber	203-866-9271	General Manager
Debora Goldstein	203-252-7214	Commissioner	Ron Scofield	203-866-9271	Assistant General Manager
Pamela Parkington	203-858-4261	Commissioner	Johnnie Weldon	203- 216-2652	Treasurer

DRAFT

THIRD TAXING DISTRICT
of the City of Norwalk
Special Commission Meeting
March 2, 2018

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein;
Pamela Parkington

STAFF: Kevin Barber, General Manager; Ron Scofield, Assistant General

OTHERS: Sarah Mann (ENIA)
Peter Johnson (CMEEC Ratepayer Member Representative)

CALL TO ORDER

Commissioner Brown called the meeting to order at 6:11 p.m. A quorum was present.

LIBRARY BUDGET REVIEW

Commissioner Brown reviewed the history of the East Norwalk Improvement Association's (ENIA) request from the previous year and the events that led to this year's decision by the Commission.

Commissioner Brown explained the decrease of \$23,000 from the requested amount of \$185,900 from the East Norwalk Improvement Association on the upcoming District Budget. The Commission made the decision at the February 12, 2018 meeting to decrease the budget amount and then split the difference by providing a new line to the budget called Library Contingent Fundraising Match in the amount of \$11,500. For every dollar the Library raises during the fiscal year 2018-19, a match will be made (dollar for dollar) up to a maximum of \$11,500.

Ms. Mann was receptive of the information and thanked the Commission.

ADJOURN

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

The meeting adjourned at 6:21 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

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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.

DRAFT

THIRD TAXING DISTRICT
of the City of Norwalk
Commission Meeting
March 5, 2018

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein;
Pamela Parkington; Treasurer: Johnnie Mae Weldon

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

OTHERS: Matt Allred (Bliss Allred & Co.)
Peter Johnson (CMEEC Ratepayer Representative)
Sue Gabrielle (Norwalk Veterinary Hospital)
Officer Monterez (Norwalk K9 Unit)

CALL TO ORDER

Commissioner Brown called the meeting to order at 7:06 p.m. A quorum was present.

PUBLIC COMMENT

No one from the public was in attendance to comment.

**** COMMISSIONER BROWN MOVED TO SUSPEND THE RULES TO REORDER
THE AGENDA AND BRING, ANIMAL NATION DONATION REQUEST, TO ITEM #2.
** COMMISSIONER GOLDSTEIN SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

ANIMAL NATION DONATION REQUEST

Ms. Gabriele spoke to the Commission and explained that the fundraising benefits three organizations – Norwalk K9 Unit, Fairfield K9 Unit and Animal Nation. Last year's fundraiser provided a donation to each organization for approximately \$10,000. It is their hope to raise enough funds this year so that each organization will receive approximately \$15,000. The event will be held on April 28, 2018 at St. Ann Club. Depending on the amount of a donation, the sponsor will be able to place an ad in the event's booklet and possibly receive tickets to the event.

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The Commission discussed the request for the donation and how much they would be willing to donate. A sponsorship for \$500 (Pointer) was discussed. This would include a half page ad and two tickets to the event.

**** COMMISSIONER BROWN MOVED TO SPONSOR THE ANIMAL NATION AS A SILVER SPONSOR (POINTER) IN THE AMOUNT OF \$500.**

**** COMMISSIONER PARKINGTON SECONDED.**

**** COMMISSIONERS BROWN AND PARKINGTON ACCEPTED.**

**** COMMISSIONER GOLDSTEIN OPPOSED ON THE BASIS THAT THEY HAVE ATTESTED THAT THE FUNDS WILL BE USED PRIMARILY TO BENEFIT EAST NORWALK RESIDENTS AND BUSINESSES AND IN FACT DO NOT. IT IS NORWALK AND FAIRFIELD.**

**** THE MOTION PASSED 2 TO 1.**

MINUTES OF MEETING

February 5, 2018 Special Meeting

The following corrections were noted:

- Page 3, 1st paragraph, second line – remove “come up with a plan on how to deal with him” and replace with “formalize an approach to communicate with him.”
- Page 3, 7th paragraph, line 3 – add the word “shingles” after “solar.”

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE MINUTES OF FEBRUARY 5, 2018 SPECIAL COMMISSION MEETING AS CORRECTED.**

**** COMMISSIONER PARKINGTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

February 6, 2018 Special Meeting

**** COMMISSIONER BROWN MOVED TO APPROVE THE MINUTES OF FEBRUARY 6, 2018 SPECIAL COMMISSION MEETING.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

February 12, 2018 Regular Meeting

The following corrections were noted:

- Correct the date in the footer from February 5, 2018 to February 12, 2018.
- Page 2, Motion on Forum – write out the names of the Commissioners that accepted and abstained the motion.

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- Page 2, 5th Paragraph, line 3 – “Walkbridge” should be “Walk Bridge.”
- Page 3, 2nd Motion, write out the names of the Commissioners that accepted and abstained the motion.
- Page 3, 2nd to last Paragraph, last line – add “as the meeting Chairman” after the word “serving.”
- Page 4, 1st Paragraph under Financials – add “the District’s Accountant,” after “Mr. Allred.”
- Page 4, 1st Paragraph under Financials, last line – change “is” to “was.”
- Page 4, 2nd Paragraph under Financials – spell out “WIP” as “Work in Progress.”

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE MINUTES OF FEBRUARY 12, 2018 REGULAR COMMISSION MEETING AS CORRECTED.**

**** COMMISSIONER PARKINGTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

DISCUSSION/ANALYSIS OF FINANCIAL STATEMENTS/KEY PERFORMANCE INDICATORS

Mr. Allred, the District’s Accountant, reviewed the Financial Highlights and Footnotes with the Commission. Net Income was \$1,100,092, an increase of 7% over last year. Net Income Before Rate Stabilization was \$979,772, an increase of 1655% over the previous year, which was (\$63,008).

Cash Balances continue to be in good shape. Operating Accounts are \$2,154,349, Construction Work in Progress is \$29,694, Savings is \$516,395 and Capital Improvements Fund is \$1,367,630 which reflects the CMEEC Equity Transfer of approximately \$356,000.

Outstanding Principal Balance with CMEEC continues to decrease. The current balance is \$3,257,459, down 1,088,124 from July 1, 2016.

KPIs – Mr. Allred reviewed the KPIs with the Commission. All items continue to be in line with the Industry Average.

PCA – The PCA remains in over-collection. Messrs. Allred and Barber are still working on the analysis for the Commission.

Mr. Allred reviewed the Profit & Loss actuals for the 2nd quarter. All items are tracking well and are in good shape. He also reviewed the Five-Year Capital Budget to date and overall costs are on track as projected.

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GENERAL MANAGER'S REPORT

Lights for Ludlow Tree Quote

Mr. Barber followed up with the Commission from the January 8, 2018 Commission meeting with regard to doubling the lights for the tree in Roger Ludlow Triangle. Mr. Barber presented the quote received from Reinders in the amount \$1,638.92. It is his recommendation to proceed with the purchase of the lights.

Commissioner Brown asked about any signs that we had used in the past. The signs used in the past were small lawn signs which were donated by Signs by Anthony. Due to the size, passersby were not able to read them. Commissioner Brown would like Mr. Scofield to contact Signs by Anthony and get a quote for larger signs.

Discussion took place about where the funds should be taken from to purchase the lights. It was suggested to use any remaining District funds from the Annual Christmas Tree Lighting. If there is not enough, possibly use the Parks Budget or if need be, Contingency.

**** COMMISSIONER GOLDSTEIN MOVED TO APPROVE THE PURCHASE OF THE ADDITIONAL LIGHTS WITH THE BUDGET LINE ITEM SO DESIGNATED.**

**** COMMISSIONER PARKINGTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ROWAN STREET BUILDING BIDS

Mr. Barber reviewed the events to date in obtaining the bids for the Rowan Street Storage Facility. During February, the staff brought to the Commission's attention on an informational basis the four bids that were received on the construction of the building. The bids exceeded what both TTD and Gill & Gill were expecting. The lowest of the four bids was just over \$1 million.

Mr. Adams met with Gill & Gill again to discuss some value engineering changes to the building. Once determined, a meeting was held with the three lowest bidders to see what value engineering could be done. Based on the meetings, a list of changes was compiled and sent out for re-bidding.

There was a price reduction on all of the new bids based on the new specs, ranging from \$183,000 to \$335,000. The low bid from Diversity Construction Group went from \$1,057,000 to \$843,200. The next step was for a review of the bids and vetting of the contractors by Gill & Gill. Based on their review, staff is comfortable with the bid from Diversity Construction Group in the amount of \$843,200. The staff/Gill & Gill are recommending a contingency of 5% be added to this.

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Mr. Barber and the staff are recommending the Commission approve the bid provided by Diversity Construction Group in the amount of \$843,200 plus a 5% contingency for a total of \$885,360.

The project will span over two fiscal years and be funded as follows from the capital budget: FY2017-18 for \$500,000 (already appropriated) and FY2018-19 for \$385,360 (to be budgeted). The contractor has estimated the project to take six (6) months to complete.

The Commission discussed the changes that were proposed for the building and asked many questions, which were answered by staff.

**** COMMISSIONER BROWN MOVED TO ACCEPT THE RECOMMENDATION OF HIRING DIVERSITY CONSTRUCTION GROUP, LLC IN THE AMOUNT OF \$843,200 WITH A 5% CONTINGENCY FOR A TOTAL OF \$885,360.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

STRATEGIC PLANNING DISCUSSION

Commissioner Goldstein informed the Commission that she had asked that Strategic Planning be put on the agenda for every first Monday Commission meeting. It is her belief that this will assist the Commission in beginning the work that is needed and moving the Commission along. Commissioner Goldstein would like to bring both Commissioner Parkington and Treasurer Weldon up-to-date on the process.

Commissioner Goldstein asked the Commission for their ideas on how they would like to proceed moving forward. After much discussion, the idea of picking out a particular item to discuss or breaking down into smaller pieces might be the best way to start off the process. Some of the topics include: Charter, ByLaws and Policies/Procedures.

In order to bring Commissioner Parkington and Treasurer Weldon up-to-date, it was requested that staff send out all pertinent files/decks from the Strategic Planning sessions that had been held in the past.

PROJECT SUMMARY

A-Base Meters – Commissioner Goldstein asked if there was any way that this project could get finished up, as there are only 108 meters left to change out. A discussion took place as to why these last meters have not been replaced. Staff will investigate the problems involved and research solutions.

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Capital Budget – Commissioner Goldstein was pleased to see that reality checks are being made against the budgets.

Scada – This project is complete.

**** COMMISSIONER BROWN MOVED TO SUSPEND THE RULES AND ADD TWO AGENDA ITEMS – VOTE FOR CHAIRMAN AND LIBRARY RESOLUTION.**

**** COMMISSIONER GOLDSTEIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

VOTE FOR CHAIRMAN

The Commission discussed when Commissioner Brown was elected to the position of Chairman and whether or not a policy/procedure was put in place to elect a new Chairman moving forward.

Research will be conducted on this subject by staff and brought back to the Commission at the April 2, 2018 meeting.

**** COMMISSIONER GOLDSTEIN MOVED TO TABLE VOTE FOR CHAIRMAN TO THE APRIL 2, 2018 MEETING.**

**** COMMISSIONER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

LIBRARY RESOLUTION

Commissioner Goldstein presented a draft Library Resolution to the Commission in view of the upcoming Annual Meeting and the change that the Commission recommended to the East Norwalk Improvement Association's request for funds on the District Budget. The Commission discussed the Resolution, and made a revision to the last paragraph.

THIRD TAXING DISTRICT – CITY OF NORWALK RESOLUTION

Resolution to establish guidelines regarding newly established district budget line item "Library Contingent Fundraising Match"

WHEREAS, members of the East Norwalk Improvement Association board of directors made their initial budget presentation and request for a budget transfer for the library for fiscal year 2018-2019 in the amount of \$180,000 to the Third Taxing District Commission on October 16, 2017; and

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WHEREAS, members of the East Norwalk Improvement Association board of directors determined that their fundraising targets needed adjustment based upon the prior year's performance and requested the opportunity to make a revised budget presentation for the library; and

WHEREAS, members of the East Norwalk Improvement Association board of directors made their revised budget presentation and request for a budget transfer for the library for fiscal year 2018-2019 in the amount of \$188,500 to the Third Taxing District Commission on February 5, 2018; and

WHEREAS, the East Norwalk Improvement Association board of directors and the Third Taxing District Commission discussed the status of the fundraising efforts and representations made to the rate-payers at the 2017 Annual Meeting of Rate-Payers of the Third Taxing District; and

WHEREAS, the East Norwalk Improvement Association board of directors voluntarily removed a budget item relating to 401(k) benefits for library employees, reducing the request for a budget transfer for fiscal year 2018-2019 to \$185,900; and

WHEREAS, the Third Taxing District Commission met on February 12, 2018 to review and discuss the District Budget and determine its final recommended budget to be presented to the rate-payers at the annual meeting scheduled for March 7, 2018; and

WHEREAS, the Third Taxing District Commission determined that the rate-payers could not be expected to continue to make up for all fund-raising shortfalls after the East Norwalk Improvement Association board of directors raised its base-line budget request in fiscal year 2017-2018, and

WHEREAS, the Third Taxing District Commission determined that it was desirable to encourage the independent fundraising efforts of the East Norwalk Improvement Association and decided to do so by revising the budget recommendation for the library to \$162,900 and creating a district budget line item entitled "Library Contingent Fundraising Match" and funding it in the amount of \$11,500; and

WHEREAS, the Third Taxing District Commission wishes to clarify the conditions under which the contingent funds are to be released to the East Norwalk Improvement Association;

NOW THEREFORE BE IT RESOLVED that, beginning on July 1, 2018, the funds available under the Library Contingent Fundraising Match will be used to match any funds raised by the East Norwalk Improvement Association, including any funds transferred to it by a 501(c)3 organized specifically to raise funds for the library, on a dollar for dollar basis, up to the maximum amount approved by the rate-payers (if any), at the 2018 Annual Rate-Payers Meeting of the Third Taxing District; provided that such fundraising is in the form of cash grants or other outside contributions made in cash (excluding fees charged by the library, room rentals, and grant funds from the Third Taxing District), and are verified on a quarterly and annual basis by the Third Taxing District as reported on East Norwalk Improvement Association P&L statements and posted to their accounts. The matching fund distributions will be payable within thirty (30) days of the last day of a fiscal quarter.

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**** COMMISSIONER GOLDSTEIN MOVED TO ADOPT THE ABOVE RESOLUTION
AS AMENDED.
** COMMISSIONER PARKINGTON SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

ADJOURN

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

The meeting adjourned at 9:30 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

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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
Emergency Telephonic Commission Meeting
March 6, 2018

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein;
Pamela Parkington

STAFF: Kevin Barber, General Manager

CALL TO ORDER

Commissioner Brown called the meeting to order at 3:30 p.m. A quorum was present.

**DISCUSSION AND POSSIBLE ACTION ON POSTPONEMENT OF
ANNUAL MEETING DUE TO WEATHER**

Due to the impending weather predicted for the area, the Commission discussed whether or not they should cancel the upcoming Ratepayers Annual Meeting scheduled for Wednesday, March 7, 2018.

Commissioner Goldstein asked whether a new date has been set. Mr. Barber informed the Commission that the staff checked availability of supporting venue/personnel, i.e., The Marvin, Performance Audio, stenographer, and counsel. The consensus date that everyone was available was Wednesday, March 28, 2018. Mr. Barber asked the Commission if they were available on March 28, 2018. The Commission and Treasurer were agreeable with the date.

**** COMMISSIONER GOLDSTEIN MOVED TO POSTPONE THE RATEPAYERS ANNUAL MEETING SCHEDULED FOR MARCH 7, 2018 TO A NEW DATE OF WEDNESDAY, MARCH 28, 2018 AT 7:00 P.M. DUE TO INCLEMENT WEATHER.**

**** COMMISSIONER PARKINGTON SECONDED.**

**** COMMISSIONERS PARKINGTON AND BROWN ACCEPTED.**

**** COMMISSIONER GOLDSTEIN ABSTAINED ON THE BASIS THAT THIS WILL BE THE THIRD TIME IN THE PAST 4-5 YEARS THAT THE MEETING IS BEING MOVED. COMMISSIONER GOLDSTEIN IS NOT ENTIRELY CONVINCED WE CAN LEGALLY MOVE THE MEETING WHICH IS SET BY THE CHARTER.**

**** MOTION PASSES 2 TO 1.**

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ADJOURN

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

The meeting adjourned at 3:40 p.m.

Respectfully submitted,

Cynthia Tenney
Executive Assistant
Third Taxing District

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MOTION FOR MINUTES

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

OR

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

DRAFT

THIRD TAXING DISTRICT

of the City of Norwalk

Special Joint Meeting

Third Taxing District, Norwalk Harbor Management and Shellfish Commissions

March 29, 2018

The Marvin, 60 Gregory Boulevard, E. Norwalk, CT

ATTENDANCE: Commissioners: David Brown, Chair; Debora Goldstein;

STAFF: Kevin Barber, General Manager

OTHERS: John Pinto, Chairman, NHMC Application Review Committee
Geoffrey Steadman, Consultant to the NHMC
Peter Johnson, Chairman, Shellfish Commission & Ratepayer
Representative, TTD
Steve Bartush, Commissioner, Shellfish Commission

PUBLIC: Tony D'Andrea

CALL TO ORDER

Chairman Brown of the TTD noted that there was a quorum of the Third Taxing District and convened the meeting. Noting that there was not a quorum of either the NHMC or the Shellfish Commission, those Commissions were not formally convened. Chairman Brown asked Commissioner Goldstein to serve as Acting Chairman for the meeting.

PUBIC COMMENT

Mr. D'Andrea spoke during public comment. He said that he represented Norwalk Harbor Keeper, whose concerns with the undergrounding of the Eversource transmission cable were that the environmental impact of the project was not adequate. He indicated that the spoils from the drilling needed to be handled correctly to preserve the vitality of the Shellfish Industry.

**DISCUSSION OF EXPECTED APPLICATION BY EVERSOURCE FOR A
DECLARATORY RULING FROM THE CONNECTICUT SITING COUNCIL
FOR THE RELOCATION OF A 115kv TRANSMISSION LINE WITH A
PROPOSED ROUTING UNDER THE VISITOR'S DOCK AT VETERAN'S PARK**

Commissioner Johnson raised the issue of the related project to run a temporary submarine and communications cable under the harbor in connection with the Walk Bridge project, which requires using barge mounted equipment, dredging a channel, installing the line and backfilling

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the trench. He indicated that the safety measures being taken when dredging this area would possibly indicate that the materials needed extra care to ensure that hazardous materials don't go into the harbor. Commissioner Pinto cautioned that the measures described could relate to higher levels of certain substances (such as zinc) that shouldn't be difficult to handle.

Discussion of the handling of the dredged materials suggested that both the NHMC and Shellfish Commission understood the materials will be dewatered in barges, and the dry materials would be transported up to the Devine site for further transfer to appropriate disposal sites. Upon closer examination of the application (#2017-08-100), it was found that the application does not, in fact, specify that plan, but uses generic language.

The DEEP notice, application and the draft plan for #2017-08-100 is attached to these minutes as Exhibits A-1, A-2 and A-3 respectively). Commissioner Pinto explained that the NHMC was going to support the Shellfish Commission's recommendation on the application, which was to do water quality monitoring in connection with the process. Commissioner Johnson expressed a desire to know exactly what materials are being disturbed.

Discussion moved to the two 115kv transmission lines intended to go under the visitor's docks and Veteran's Memorial Park's parking area, per the plans proposed by Eversource, due to the Walk Bridge project. Mr. Steadman explained the path and identified the "sending" and "receiving" sites for the horizontal drilling under the harbor, including the "threading" of the drill path between two pilings of the Visitor's Docks with a clearance of 5'9" from each piling. The drilling requires that a pit be dug on each site to accumulate the oils and other materials required for the drilling process. The pit on the west side would be 3,600 sq ft and the pit on the east side would be 2,700 sq ft.

Commissioner Pinto expressed concern that the permanent right of way created in connection with the undergrounding of a transmission line would preclude any alteration, expansion and possibly repair work on the docks in the future, because work would be prevented in a right of way 15" on either side of the transmission line. Commissioner Johnson agreed that this was a very serious concern. They discussed examples in the past where work was prevented due to such restrictions. Mr. Steadman and Commissioner Pinto explained that the NHMC was fortunate to have a highly-qualified expert (Mr. Mailman) on horizontal drilling to do a pro-bono peer review of the proposed plan. Mr. Mailman's qualifications and his report are attached as exhibits B-1 and B-2 respectively.

The approval process was discussed, with the Connecticut Siting Council (CSC) having absolute say, but approvals also required by Connecticut's Department of Energy and Environmental Protection (DEEP) and the Army Corps of Engineers. The Army Corps actually approves two items: one is a permit for a public works project in a federal navigation channel and the other is a general permit for work in a coastal waterway. One requires a letter from the chief elected official of the City to proceed. Eversource is pursuing a pre-application review process to secure approval from DEEP in advance of the application to the siting council. This is voluntary, and premature, given that CSC could object to the proposed site and the process would have to start from scratch.

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Commissioner Goldstein observed that the TTD was also a municipality and that part of the proposed site was within the TTD's district. Mr. Barber observed that part of the project was also in the SNEW district, which is also a municipality. Commissioner Goldstein commented that it was unlikely that the status of "municipality" would be met for the chief elected official's letter for the DEEP approval, but that the status as a municipality, as well as an electric utility was likely to carry some weight with the Connecticut Siting Council (CSC). There are various mechanism for public hearings on both projects, but it is likely that only a public hearing by the CSC would be triggered, though it was reported that Mayor Rilling suggested that he was in favor of advocating for a public hearing.

Discussion moved on to highlight some of Mr. Mailman's findings, which were: that the main environmental concern is the handling of the drill material, that Eversource's assertion that they could not drill at right angles was not consistent with industry practice, and the fact that the precision required to thread the drilling channel between the pilings with the necessary clearance was unlikely. The margin of error could be as much as three feet.

Commissioner Brown observed that it should be clear what the "ask" should be, and what mechanism would be used, and to whom the ask should be made.

The group also discussed the fact that the undergrounding project had not received environmental scrutiny under the Environmental Assessment (EA) done for the Walk Bridge, and was now under consideration for exemption from a full environmental review. The DOT has taken the position that exclusion from the EA was proper because it met the definition of a project that has "independent utility".

Commissioner Pinto reported that the NHMC was working on the response to the pre-application to DEEP, and Commissioner Johnson reported that the Shellfish Commission would be similarly engaged at their next meeting on April 5th. Commissioner Goldstein observed that the next regular TTD meeting would normally have been held on April 2nd, but that it had been rescheduled to April 9th, so that members of the Commission could attend the public hearing continuation on 230 East Avenue—a project that was controversial in the district.

Commissioner Pinto reiterated that the NHMC does not have the qualifications to recommend an alternate path, but has grave concerns about the existing path. Commissioner Goldstein observed that the TTD might pursue retention of its own experts to advise them on any safety concerns with the proximity of steel pilings near a high-voltage transmission line, including stresses that might occur under extreme weather condition, especially if the clearances were below the proposed 5'9". Commissioner Johnson observed that the Shellfish Commission has not yet received the pre-application for DEEP, despite being one of the required sign-offs.

DRAFT

ADJOURN

Commissioner Goldstein moved to adjourn, and Mr. Brown seconded. The motion to adjourn passed unanimously.

The meeting adjourned at 9:10 p.m.

Respectfully submitted,

Debra Goldstein
Commissioner, TTD

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Connecticut Department of Energy & Environmental Protection

**Notice of Tentative Determination to Approve
Structures, Dredging & Fill and Tidal Wetlands and Water Quality Certificate
And Intent to Waive Public Hearing
Applicant: CT Department of Transportation
Application No. 201708100
City: Norwalk**

The Department of Energy & Environmental Protection ("DEEP") hereby gives notice that a tentative determination has been reached to approve the following application submitted under Section 401 of the Federal Clean Water Act, as amended, for a Water Quality Certificate and Sections 22a-32 and 22a-361 of the Connecticut General Statutes ("CGS") for a permit to conduct work waterward of the coastal jurisdiction line in tidal, coastal or navigable waters of the state and in tidal wetlands for infrastructure improvements.

The Commissioner also gives notice that a hearing may be held on this application if a written request is received from the applicant, or if the Commissioner determines that the public interest will best be served thereby. The Commissioner shall hold a hearing pursuant to CGS Sections 22a-361(b) and 22a-32 on receipt of a petition signed by twenty-five or more persons.

Applicant's Name and Address: Kimberly Lesay, Assistant Planning Director, State of Connecticut
Department of Transportation, 2800 Berlin Turnpike, P.O. Box
317546, Newington, CT 06131

Contact Name/Phone/Email: Christian Brown, HNTB Corporation, 913-221-3327,
CBrown@HNTB.com

Site Location: Norwalk River Bridge (Bridge No. 04288R), Norwalk

PROPOSED ACTIVITY

The proposed activity includes the installation of a temporary submarine signal and communications cable and will affect aquatic and coastal resources and tidal wetlands.

INFORMATION REQUESTS/PUBLIC COMMENT

Interested persons may obtain a copy of the application from the above contacts or by sending a request for an electronic copy to DEEP at micheal.grzywinski@ct.gov. The application is available for inspection at the DEEP Land and Water Resources Division, 79 Elm Street, Hartford, from 8:30 - 4:30 Monday through Friday. Additional surveys, plans or other materials may be available with the original application file at DEEP. All interested parties are invited to express their views on the tentative determination concerning this application. Written comments on the application should be directed to Micheal Grzywinski, DEEP Land & Water Resources Division, 79 Elm Street, Hartford, CT 06106-5127, no later than forty (40) days from the publication date of this notice. Comments regarding this application may be submitted via electronic mail to: micheal.grzywinski@ct.gov.

PETITIONS FOR HEARING

Petitions for a hearing should include the application number noted above and also identify a contact person to receive notifications. Petitions may also identify a person who is authorized to engage in discussions regarding the application and, if resolution is reached, withdraw the petition. Original signed petitions may be scanned and sent electronically to deep.adjudications@ct.gov or may be mailed or delivered to: DEEP Office of Adjudications, 79 Elm Street, 3rd floor, Hartford, CT 06106-5127. All petitions must be received within the comment period noted above. If submitted electronically, original signed petitions must also be mailed or delivered to the address above within ten (10) days of electronic submittal. For additional information visit www.ct.gov/deep/adjudications.

/s/ Brian P. Thompson

Brian P. Thompson, Director

Published in The Hour on March 13, 2018

ADA PUBLICATION STATEMENT

The Connecticut Department of Energy & Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

[Draft Permit \(PDF\)](#)

[Draft Plans \(PDF\)](#)



Connecticut Department of Energy and Environmental Protection License*

Structures, Dredging & Fill and Tidal Wetlands Permit

Section 401 Water Quality Certification

Licensee(s): State of Connecticut,
Department of Transportation

Licensee Address(s): 2800 Berlin Turnpike P.O. Box
317546
Newington, CT 06131

License Number(s): 201708100-SDFTW & 401

Municipality: City of Norwalk

Project Description: Install a temporary submarine signal and communication cable for infrastructure improvements

Project Address/Location: Immediately upstream of Metro North Railroad Bridge No. 04288R

Waters: Norwalk River

Authorizing CT Statute(s) and/or Federal Law: CGS Section 22a-28 to 35; CGS Section 22a-359 to 363g; CGS Section 22a-90 to 112; Section 401 CWA (33 USC 1341)

Applicable Regulations of CT State Agencies: 22a-426-1 to 9

Agency Contact: Land & Water Resources Division,
Bureau of Water Protection & Land Reuse, 860-424-3019

License Expiration: Five (5) years from the date of issuance of this license.

Project Site Plan Set: One location map and thirteen (13) sheets of plans dated May 9, 2017

License Enclosures: Compliance Certification Form, Coastal Dredging Conditions, Site Plan Set, WQC CT GP Conditions, Work Commencement Form, LWRD General Conditions

Authorized Activities:

1. remove several existing timber piles at the existing pivot pier and rest pier fender systems;

*Connecticut's Uniform Administrative Procedure Act defines License to include, "the whole or part of any agency permit, certificate, approval, registration, charter or similar form of permission required by law . . ."

2. install floating turbidity curtains around the trench area;
3. using barge-mounted equipment, mechanically remove existing sediment to a depth not less than -18' MLLW or seven (7) feet below the existing substrate and place the sediment in hopper barges with appropriate dewatering measures;
4. place a temporary static line within the excavated trench identified above and using divers, install 260 linear feet two (2) armored inner conduits housing fiber optics, two (2) armored signal cables and one spare 4" diameter high density polyethylene (HDPE) conduit using hand-held hydro-fluidization techniques;
5. backfill the excavated trench, using suitable backfill material located on a barge to pre-existing grades using either a clamshell bucket or a tremie tube only during incoming and slack tides;
6. install cable mounting brackets, associated terminal cabinets or access ladders on the existing railroad bridge piers hand-held rock drills; and
7. using mechanical equipment, reinstall the timber pivot pier and rest pier fender piles identified above.

Failure to comply with the terms and conditions of this license shall subject the Licensee and / or the Licensee's contractor(s) to enforcement actions and penalties as provided by law.

This license is subject to the following Terms and Conditions:

1. **License Enclosure(s) and Conditions.** The Licensee shall comply with all applicable terms and conditions as may be stipulated within the License Enclosure(s) listed above.
2. The Licensee shall restore the intertidal areas located on the eastern and western shorelines to pre-existing grades using organic material with the same grain size as the existing sediment.
3. The Licensee shall install and maintain floating turbidity curtains around the work area.
4. All unconfined in-water work shall be prohibited between February 1st through September 30th, inclusive, of any calendar year in order to protect anadromous fish, spawning winter flounder and spawning shellfish unless otherwise authorized in writing from the Commissioner.
5. The Licensee shall maintain navigation access in the Norwalk River during the work authorized herein unless Coast Guard approval for temporary channel closures is received.
6. All work authorized herein shall be conducted during incoming and slack tides.
7. Within one hundred twenty (120) days following the completion of the work authorized herein the Licensee shall conduct an as-built survey of the new submarine cables. The survey shall include the depth of installation, location and horizontal alignment of the cables.
8. The Licensee shall place the approximately 462 cubic yards of excavated sediment back in the trench authorized herein.

9. The Licensee shall mechanically remove the top four (4) feet of existing sediment, properly manage the material and dispose the material at an approved upland location in accordance with state and federal regulations.
10. The Licensee shall utilize the previously approved Peregrine Falcon Protocol dated March 8, 2016.
11. Prior to the commencement of the work authorized herein the Licensee shall obtain all necessary local, state and federal authorizations.
- 12.

Issued by the Commissioner of Energy and Environmental Protection on:

Date

Robert E. Kaliszewski
Deputy Commissioner
Department of Energy & Environmental Protection



Work Commencement Form

To: Regulatory Section
Department of Energy and Environmental Protection
Land & Water Resources Division
79 Elm Street
Hartford, CT 06106-5127

Licensee Name: _____
Licensee Address: _____

License No(s): 201708100

CONTRACTOR(s):

1 Name: _____
Address: _____
Telephone: _____
E-mail: _____

2 Name: _____
Address: _____
Telephone: _____
E-mail: _____

3 Name: _____
Address: _____
Telephone: _____
E-mail: _____

Date Contractor(s) received a copy
of the license and approved plans: _____

EXPECTED DATE OF COMMENCEMENT OF WORK: _____

EXPECTED DATE OF COMPLETION OF WORK: _____

LICENSEE: _____
(Signature) (Date)



Coastal Dredging Conditions for Land & Water Resource Division Licenses

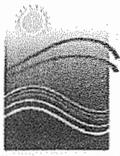
1. **Time-of-Year Restriction.** Unless otherwise noted in the License, unconfined in-water excavation, dredging, filling or removal of debris or other material is prohibited, inclusive, in any year from June 1 through September 30 in order to protect spawning shellfish in the area unless otherwise authorized in writing by the Commissioner.
2. **Dredging Report.** Not later than two (2) weeks subsequent to the completion of any dredging activity authorized herein, the Certificate Holder shall submit to the Commissioner a completed Dredging Report. A separate form shall be submitted by the Permittee for each distinct dredging activity conducted pursuant to this license.
3. **Bottom Disturbance.** Dragging the bottom with a spoil barge, scow, vessel, beam or similar equipment outside of any authorized area is prohibited.
4. **Material Handling.** Sidecasting or in-water rehandling of dredged or excavated material is prohibited.
5. **Barge Control.** Spoil scows or barges shall be loaded and navigated in a manner which prevents uncontrollable motion or spillage and washout of dredged or excavated materials.
6. **Sale of Sediment.** Sediment dredged pursuant to the license shall not be sold nor shall any fee for its use be charged without the express prior written authorization of the Commissioner and payment of a \$4.00 per yard royalty to the state of Connecticut Department of Environmental Protection, pursuant to CGS section 22a-361(e).
7. **Sediment Disposal.** The Licensee shall dispose of aquatic sediments in accordance with the terms and conditions of the license.

Open Water Disposal, if authorized in Project Description

1. **Material Disposal.** The Licensee shall dispose of dredged or excavated material in accordance with the requirements of the United States Army Corps of Engineers-New England District, except that if the authorized disposal site is modified, the Licensee shall submit a request for modification of the location to the Commissioner and shall not dispose of the material until such location modification has been approved in writing by the Commissioner.
2. **Disposal Site / Use Modification.** The Commissioner may modify the authorized disposal site and direct dredged sediment to an alternate site for use as cap material, provided that no modification will take effect if such modification imposes uncompensated additional costs solely attributable to such modification on the Licensee.
3. **Disposal Monitoring.** The Licensee shall not dispose of dredged or excavated material unless said disposal is supervised and witnessed by an on-board inspector or documented by

an automated disposal monitoring program approved by the United States Army Corps of Engineers-New England District.

4. **Barge Navigation.** Spoil scows or barges used by the Licensee for disposal of dredged or excavated material shall travel to and from the authorized disposal site utilizing sea lanes defined by the United States Army Corps of Engineers-New England District.
5. **Point Dumping.** The Licensee shall point-dump dredged or excavated materials at a specified buoy or set of coordinates identified by United States Army Corps of Engineers-New England District within the authorized disposal site.



General Conditions for Land & Water Resources Division Licenses

1. **Land Record Filing (for Structures Dredging & Fill, Tidal Wetlands, Certificate of Permission, and Long Island Sound General Permit Licenses only).** The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance. If a Land Record Filing form is not enclosed and the work site is not associated with an upland property, no filing is required.
2. **Contractor Notification.** The Licensee shall give a copy of the license and its attachments to the contractor(s) who will be carrying out the authorized activities prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The Licensee's contractor(s) shall conduct all operations at the site in full compliance with the license and, to the extent provided by law, may be held liable for any violation of the terms and conditions of the license. At the work site, the contractor(s) shall, whenever work is being performed, have on site and make available for inspection a copy of the license and the authorized plans.
3. **Work Commencement¹.** Not later than two (2) weeks prior to the commencement of any work authorized herein, the Licensee shall submit to the Commissioner, on the Work Commencement Form attached hereto, the name(s) and address(es) of all contractor(s) employed to conduct such work and the expected date for commencement and completion of such work, if any.
 - For water diversion activities authorized pursuant to 22a-377(c)-1 of the Regulations of Connecticut State Agencies, the Licensee shall also notify the Commissioner in writing two weeks prior to initiating the authorized diversion.
 - For emergency activities authorized pursuant Connecticut General Statutes Section 22a-6k, the Licensee shall notify the Commissioner, in writing, of activity commencement at least one (1) day prior to construction and of activity completion no later than five (5) days after conclusion.
4. **For Coastal Licenses Only - License Notice.** The Licensee shall post the first page of the License in a conspicuous place at the work area while the work authorized therein is undertaken.
5. **Unauthorized Activities.** Except as specifically authorized, no equipment or material, including but not limited to, fill, construction materials, excavated material or debris, shall be

¹ The Work Commencement condition and the need for a Work Commencement Form is not applicable to Flood Management Certification approvals.

deposited, placed or stored in any wetland or watercourse on or off-site. The Licensee may not conduct work within wetlands or watercourses other than as specifically authorized, unless otherwise authorized in writing by the Commissioner. Tidal wetlands means "wetland" as defined by section 22a-29 and "freshwater wetlands and watercourses" means "wetlands" and "watercourses" as defined by section 22a-38.

6. **Unconfined Instream Work.** Unless otherwise noted in a condition of the license, the following conditions apply to projects in non-coastal waters:
 - Unconfined instream work is limited to the period June 1 through September 30.
 - Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year. The removal of such confinement devices is allowed any time of the year.
 - Once a work area has been confined, in-water work within the confined area is allowed any time of the year.
 - The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
7. **For State Actions Only - Material or Equipment Storage in the Floodplain.** Unless approved by a Flood Management Exemption, the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the Licensee or the Licensee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day. In accordance with the licensee's Flood Contingency Plan, the Licensee shall remove equipment and materials from the floodplain during periods when flood warnings have been issued or are anticipated by a responsible federal, state or local agency. It shall be the Licensee's responsibility to obtain such warnings when flooding is anticipated.
8. **Temporary Hydraulic Facilities for Water Handling.** If not reviewed and approved as a part of the license application, temporary hydraulic facilities shall be designed by a qualified professional and in accordance with the *Connecticut Guidelines for Soil Erosion and Sediment Control*, the *2004 Connecticut Stormwater Quality Manual*, or the *Department of Transportation's ConnDOT Drainage Manual*, as applicable. Temporary hydraulic facilities may include channels, culverts or bridges which are required for haul roads, channel relocations, culvert installations, bridge construction, temporary roads, or detours.
9. **Excavated Materials.** Unless otherwise authorized, all excavated material shall be staged and managed in a manner which prevents additional impacts to wetlands and watercourses.
10. **Best Management Practices.** The Licensee shall not cause or allow pollution of any wetlands or watercourses, including pollution resulting from sedimentation and erosion. In constructing

or maintaining any authorized structure or facility or conducting any authorized activity, or in removing any such structure or facility, the Licensee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. For purposes of the license, "pollution" means "pollution" as that term is defined by CGS section 22a-423. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

11. Work Site Restoration. Upon completion of any authorized work, the Licensee shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.

12. Inspection. The Licensee shall allow any representative of the Commissioner to inspect the project location at reasonable times to ensure that work is being or has been conducted in accordance with the terms and conditions of this license.

13. Change of Use. (Applies only if a use is specified within the License "Project Description")

a. The work specified in the license is authorized solely for the purpose set forth in the license. No change in purpose or use of the authorized work or facilities as set forth in the license may occur without the prior written approval of the Commissioner. The Licensee shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this license, request permission from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.

b. A change in the form of ownership of any structure authorized herein from a rental/lease commercial marina to a wholly-owned common interest community or dockominium may constitute a change in purpose as specified in paragraph (a) above.

14. De Minimis Alteration. The Licensee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Licensee may request a de minimis change to any authorized structure, facility, or activity. A de minimis alteration means a change in the authorized design, construction or operation that does not increase environmental impacts or substantively alter the construction of the project as authorized.

• For diversion activities authorized pursuant to 22a-377(c)-2 of the Regulations of Connecticut State Agencies, a de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

15. Extension Request. The Licensee may request an extension of the license expiration date. Such request shall be in writing and shall be submitted to the Commissioner at least thirty (30) days prior to the license expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the Commissioner's sole discretion to grant or deny such request.

16. **Compliance Certification.** Not later than 90 days after completion of the authorized work, the Licensee shall prepare and submit to the Commissioner the attached Compliance Certification Form. Such Compliance Certification shall be completed, signed, and sealed by the Licensee and a Connecticut Licensed Design Professional. If non-compliance is indicated on the form, or the Commissioner has reason to believe the activities and/or structures were conducted in non-compliance with the license, the Commissioner may require the Licensee to submit as-built plans as a condition of this license.
17. **Maintenance.** The Licensee shall maintain all authorized structures or work in optimal condition or shall remove such structures or facility and restore the affected waters to their pre-work condition. Any such maintenance or removal activity shall be conducted in accordance with applicable law and any additional approvals required by law.
18. **No Work After License Expiration.** Work conducted after the license expiration date is a violation of the license and may subject the licensee to enforcement action, including penalties, as provided by law.
19. **License Transfer.** The license is not transferable without prior written authorization of the Commissioner. A request to transfer a license shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Licensee's obligations under the license shall not be affected by the passage of title to the license site to any other person or municipality until such time as a transfer is approved by the Commissioner.
20. **Document Submission.** Any document required to be submitted to the Commissioner under the license or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:

Regulatory Section
Land & Water Resources Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127
860-424-3019
21. **Date of Document Submission.** The date of submission to the Commissioner of any document required by the license shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under the license, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in the license, the word "day" as used in the license means calendar day. Any document or action which is required by the license to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.
22. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under the license shall be signed by the Licensee and by the individual or individuals responsible for actually preparing such

document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense."

23. Accuracy of Documentation. In evaluating the application for the license, the Commissioner has relied on information and data provided by the Licensee and on the Licensee's representations concerning site conditions, design specifications and the proposed work, including but not limited to representations concerning the commercial, public or private nature of the work or structures, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, the license may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.

24. Limits of Liability. In granting the license, the Commissioner has relied on all representations of the Licensee, including information and data provided in support of the Licensee's application. Neither the Licensee's representations nor the issuance of the license shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.

25. Reporting of Violations. In the event that the Licensee becomes aware that they did not or may not comply, or did not or may not comply on time, with any provision of this license or of any document incorporated into the license, the Licensee shall immediately notify the agency contact specified within the license and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the agency contact, the Licensee shall provide, for the agency's review and written approval, a report including the following information:

- a. the provision(s) of the license that has been violated;
- b. the date and time the violation(s) was first observed and by whom;
- c. the cause of the violation(s), if known;
- d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
- e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
- f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
- g. the signatures of the Licensee and of the individual(s) responsible for actually preparing such report.

If the violation occurs outside of normal business hours, the Licensee shall contact the Department of Energy and Environmental Protection Emergency Dispatch at 860-424-3333. The Licensee shall comply with any dates which may be approved in writing by the

Commissioner.

26. **Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
27. **Other Required Approvals.** License issuance does not relieve the Licensee of their obligations to obtain any other approvals required by applicable federal, state and local law.
28. **Rights.** The license is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the property or activity affected hereby.
29. **Condition Conflicts.** In the case where a project specific special condition listed on the license differs from, or conflicts with, one of the general conditions listed herein, the project specific special condition language shall prevail. It is the licensee's responsibility to contact the agency contact person listed on the license for clarification if needed prior to conducting any further regulated activities.

**Section 401 Water Quality Certification Conditions for Department of the Army (Corps of Engineers)
General Permits for the State of Connecticut**

1. **Rights.** This certificate is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected hereby. This certification does not comprise the permits or approvals as may be required by Chapters 440, 446i, 446j and 446k of the Connecticut General Statutes.
2. **Expiration of Certificate.** The Section 401 Water Quality Certifications contained herein shall be valid until such time as the Department of the Army General Permits for the State of Connecticut expires or is modified, suspended, revoked or reissued.
3. **Compliance with Certificate.** All work and all activities authorized herein conducted by the permittee at the site shall be consistent with the terms and conditions of this certificate. Any regulated activities carried out at the site, including but not limited to, construction of any structure, excavation, fill, obstruction, or encroachment, that are not specifically identified and authorized herein shall constitute a violation of this certificate and may result in its modification, suspension, or revocation. In carrying out the certified discharge(s) authorized herein, the permittee shall not store equipment or construction material, or discharge any material including without limitation, fill, construction materials or debris in any wetland or watercourse on or off site unless specifically authorized by this certificate. Upon initiation of the activities authorized herein, the permittee thereby accepts and agrees to comply with the terms and conditions of this certificate.
4. **Transfer of Certificate.** This authorization is not transferable without the written consent of the Commissioner.
5. **Reliance on Application.** In evaluating the permittee's application, the Commissioner has relied on information provided by the permittee. If such information subsequently proves to be false, deceptive, incomplete or inaccurate, this certificate may be modified, suspended or revoked.
6. **Best Management Practices.** In constructing or maintaining the activities authorized herein, the permittee shall employ best management practices, consistent with the terms and conditions of this certificate, to control storm water discharges and erosion and sedimentation and to prevent pollution. Such practices to be implemented by the permittee at the site include, but are not necessarily limited to:
 - a. Prohibiting dumping of any quantity of oil, chemicals or other deleterious material on the ground;
 - b. Immediately informing the Commissioner's Oil and Chemical Spill Response Division at (860) 424-3338 (24 hours) of any adverse impact or hazard to the environment, including any discharges, spillage, or loss of oil or petroleum or chemical liquids or solids, which occurs or is likely to occur as the direct or indirect result of the activities authorized herein;
 - c. Separating staging areas at the site from the regulated areas by silt fences or straw/hay bales at all times;
 - d. Prohibiting storage of any fuel and refueling of equipment within twenty-five (25) feet from any wetland or watercourse;

- e. Preventing pollution of wetlands and watercourses in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised. Said controls shall be inspected by the permittee for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The permittee shall correct any such deficiencies within 48 hours of said deficiencies being found;
- f. Stabilizing disturbed soils in a timely fashion to minimize erosion. If a grading operation at the site will be suspended for a period of thirty (30) or more consecutive days, the permittee shall, within the first seven (7) days of that suspension period, accomplish seeding and mulching or take such other appropriate measures to stabilize the soil involved in such grading operation. Within seven (7) days after establishing final grade in any grading operation at the site the permittee shall seed and mulch the soil involved in such grading operation or take such other appropriate measures to stabilize such soil until seeding and mulching can be accomplished.
- g. Prohibiting the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five hundred (500) year flood. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- h. Immediately informing the Commissioner's Inland Water Resources Division at (860) 424-3019 and the U.S. Army Corps of Engineers at (978) 318-8879, of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of this certificate. The permittee shall, no later than 48 hours after the permittee learns of a violation of this certificate, report same in writing to the Commissioner. Such report shall contain the following information:
 - (i) the provision(s) of this certificate that has been violated;
 - (ii) the date and time the violation(s) was first observed and by whom;
 - (iii) the cause of the violation(s), if known
 - (iv) if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
 - (v) if the violation(s) has not ceased, the anticipated date when it will be corrected;
 - (vi) steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
 - (vii) the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with condition 7 of this certificate.

For information and technical assistance, contact the DEEP Land and Water Resources Division at (860) 424-3019.

7. Unconfined Instream Work; Installation and Removal of Confining Structures.

- Unconfined instream work is limited to the period June 1 through September 30.
- Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year unless specifically prohibited by a permit condition.

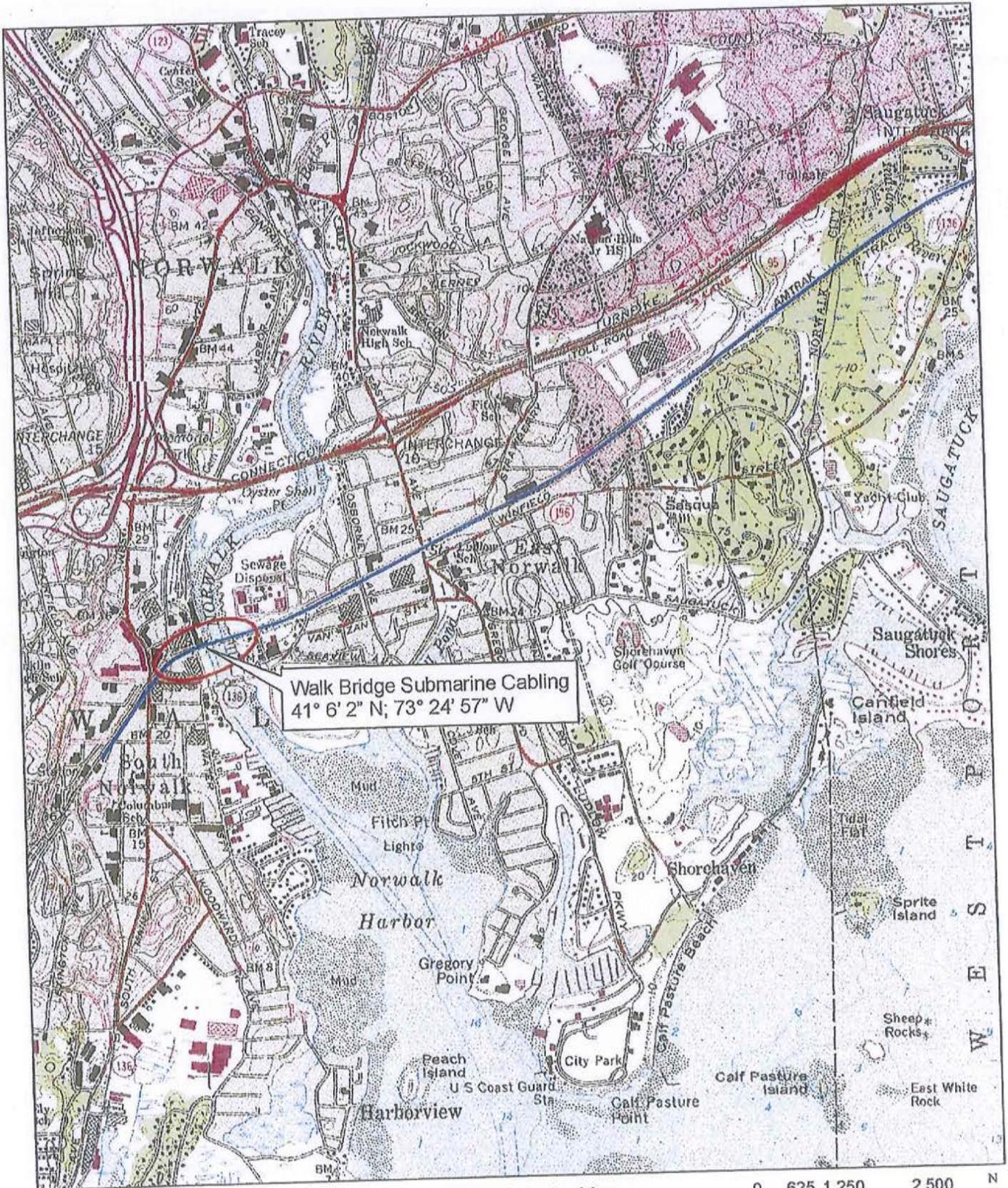
- The removal of such confinement devices is allowed any time of the year unless specifically prohibited by a permit condition.
 - The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
 - Once a work area has been confined, in-water work within the confined area is allowed any time of the year.
8. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this certificate shall be signed by the permittee, a responsible corporate officer of the permittee, a general partner of the permittee, or a duly authorized representative of the permittee and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense in accordance with Section 22a-6 under Section 53a-157 of the Connecticut General Statutes."

9. **Submission of Documents.** The date of submission to the Commissioner of any document required by this certificate shall be the date such document is received by the Commissioner. Except as otherwise specified in this certificate, the word "day" as used in this certificate means the calendar day. Any document or action which falls on a Saturday, Sunday, or legal holiday shall be submitted or performed by the next business day thereafter.

Any document or notice required to be submitted to the Commissioner under this certificate shall, unless otherwise specified in writing by the Commissioner, be directed to:

Director, Land and Water Resources Division
Bureau of Water Protection and Land Reuse
Department of Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127

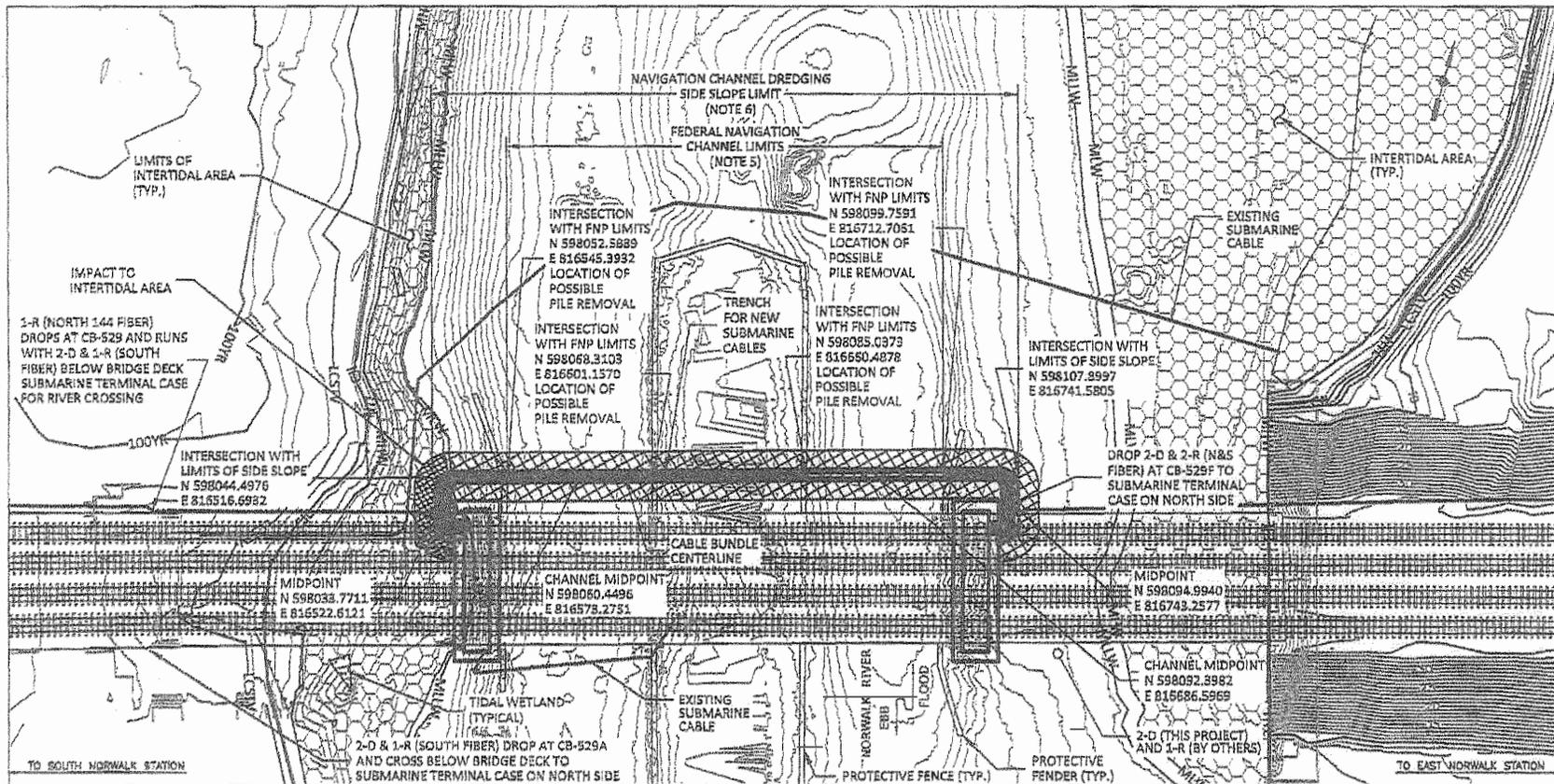


Walk Bridge Submarine Cabling
 41° 6' 2" N; 73° 24' 57" W

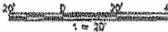
Norwalk South Quadrangle
 Connecticut - Fairfield County
 7.5 Minute Series
 41073-A4-TF-024
 CP 243 Signal Work Limits

CP243 Interlocking
Norwalk/Westport, Connecticut
Bridge No. 04288R
Connecticut Department of Transportation
Project No. 0301-0181





SITE PLAN



DATUMS:

HORIZONTAL DATUM IS NAD 83.
VERTICAL DATUM IS NAVD 88.

KEY

HYDROFLUIDIZATION TECHNIQUE:	
	TOTAL PERMANENT IMPACT 5,587 SF
	IMPACT TO INTERTIDAL AREA 560 SF
	TEMPORARY IMPACT 0 SF

LEGEND:

	100-YEAR FLOODPLAIN
	CT COASTAL JURISDICTION LINE
	HIGH TIDE LINE
	MEAN HIGH WATER LINE
	MEAN LOW WATER LINE
	MEAN LOWER LOW WATER LINE
	LAND CAPABLE OF SUPPORTING TIDAL VEGETATION
	TIDAL WETLAND
	INTERTIDAL AREA

NOTES:

- EXCAVATE TRENCH TO HYDROFLUIDIZATION DEPTH AS SHOWN ON ENV-04.
- THE SUBMARINE CABLES SHALL HAVE A MINIMUM OF 7 FEET OF COVER AND AT NO POINT WITHIN THE NAVIGATION CHANNELS (LIMITS OF THE FEDERAL NAVIGATION PROJECT) SHALL THE TOP OF THE SUBMARINE CABLES BE LESS THAN 18 FEET BELOW MLLW (MEAN LOWER LOW WATER).
- THE SUBMARINE CABLE CROSSING CONSISTS OF 2 EA. ARMORED INNERDUCTS WITH FIBER CABLES, 2 EA. ARMORED SIGNAL CABLES, AND ONE SPARE 4 IN DIAMETER HDPE CONDUIT.
- CONTOURS SHOWN ON THIS DRAWING REFLECT SURVEY CONDUCTED FOR CONNECTICUT DOT. THE REQUIREMENTS FOR PRE AND POST CONSTRUCTION SURVEYS AND SOUNDINGS TO BE PERFORMED BY THE CONTRACTOR ARE PROVIDED IN THE SPECIFICATIONS.
- NAVIGATION CHANNEL LIMITS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS FEDERAL NAVIGATION PROJECT FOR NORWALK HARBOR, U.S. ARMY CORPS OF ENGINEERS, AFTER DREDGE SURVEY, SUPPLEMENTAL PROJECT DRAWING 4/11/2014.
- 30 FT OFFSET SHOREWARD OF THE NAVIGATION CHANNEL IDENTIFIES THE LIMIT OF SIDE SLOPE DURING FEDERAL NAVIGATION CHANNEL DREDGING.
- INVESTIGATIONS HAVE DETERMINED THE TOP 4 FEET OF SEDIMENTS TO BE CONTAMINATED AND NOT SUITABLE FOR BACKFILL. THESE CONTAMINATED SEDIMENTS WILL BE EXCAVATED TO A MINIMUM DEPTH OF 4 FEET AND DISPOSED AT AN APPROVED UPLAND LOCATION IN ACCORDANCE WITH ALL APPLICABLE CTDEEP REGULATIONS.

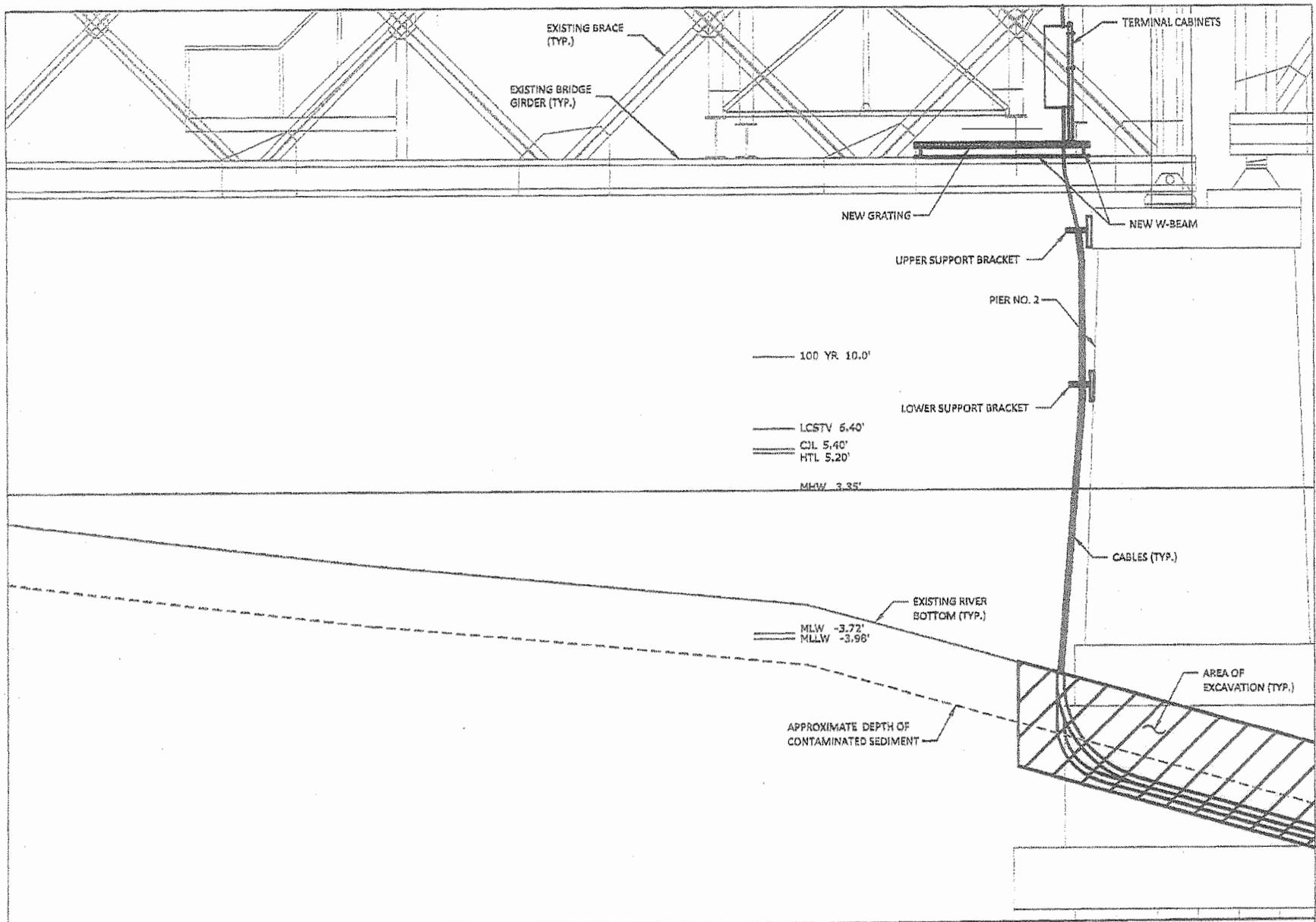
DESIGNED	BY	CHECKED	DATE	APPROVED	DATE	NO. DATE	REVISIONS	NO. DATE	REVISIONS	DATE	BY	APP. DATE	NO.	DATE	NO.	DATE

Connecticut Planning / CWA
 Transit & Road Projects
 347 Madison Avenue
 New York, N.Y. 10017

Metro-North Railroad
 347 Madison Avenue
 New York, N.Y. 10017

TITLE
 SUBMARINE CABLE DESIGN
 WALK BRIDGE
 LOCATION AND REBOUND
 IMPACTS - HYDROFLUIDIZATION
 METHOD

CONTRACT NO.
 SCALE DATE
 08-09-17
DRAWING NO.
 9N1-01



TO SOUTH NORWALK STATION

1/2" = 1'-0"

SUBMARINE CABINET DETAIL
WALK BRIDGE LOCATION 1 ELEVATION

TO EAST NORWALK STATION

DESIGNED
DRAWN
CHECKED
APPROVED

NO.	DATE	REVISIONS	DRAWN	CHECKED	APPROVED	NO.	DATE	REVISIONS	DRAWN	CHECKED	APPROVED

Parsons Brinckerhoff
Engineering & Construction
 110 Park Avenue, New York, NY 10017
 212 512-2000
 www.pbc.com

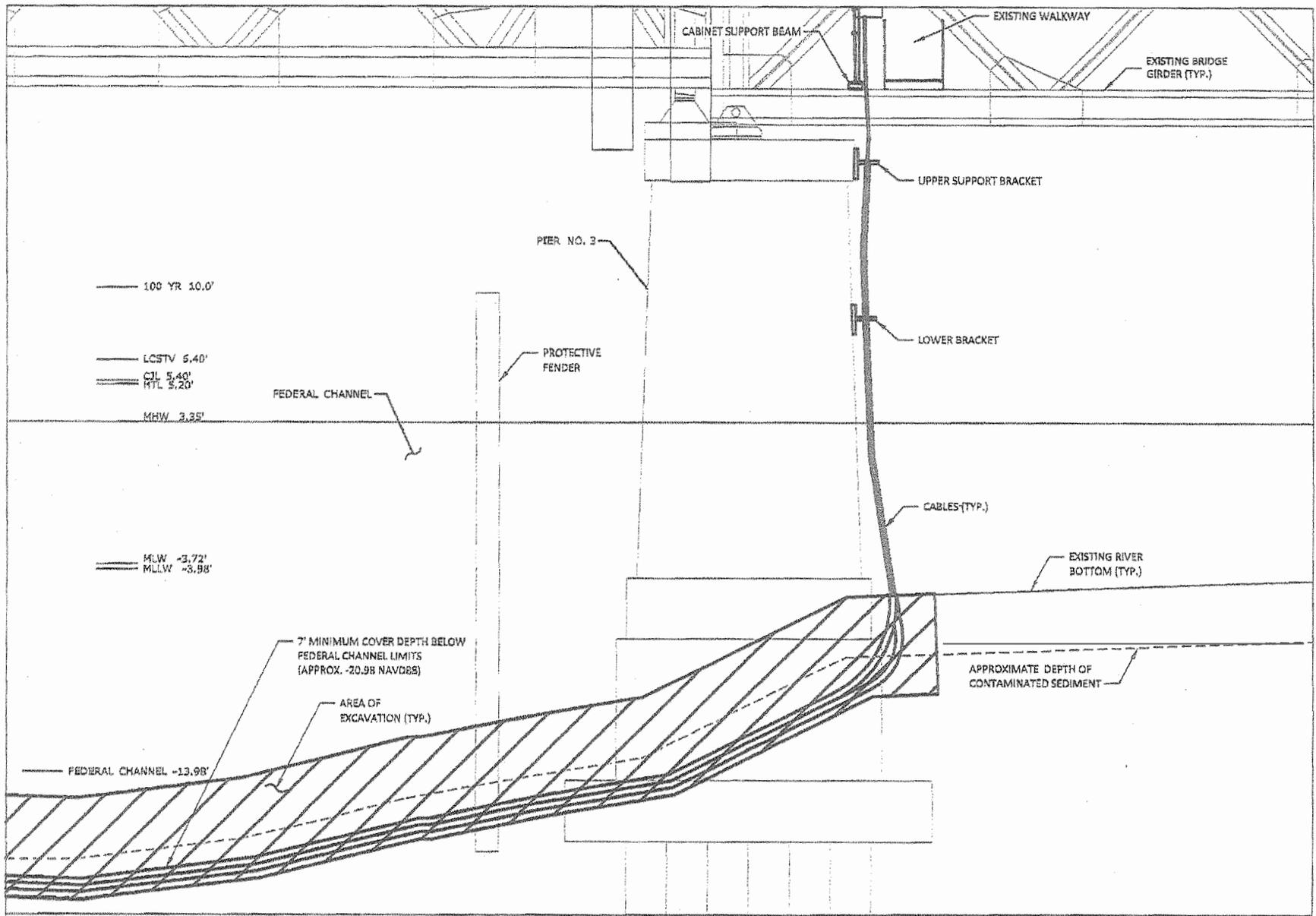
ICWA
 Infrastructure Construction & Water Agency
 100 West Street, New York, NY 10038
 212 512-2000
 www.icwa.com

NYMTC
 New York Metropolitan Transportation Council
 110 Park Avenue, New York, NY 10017
 212 512-2000
 www.nymtc.com

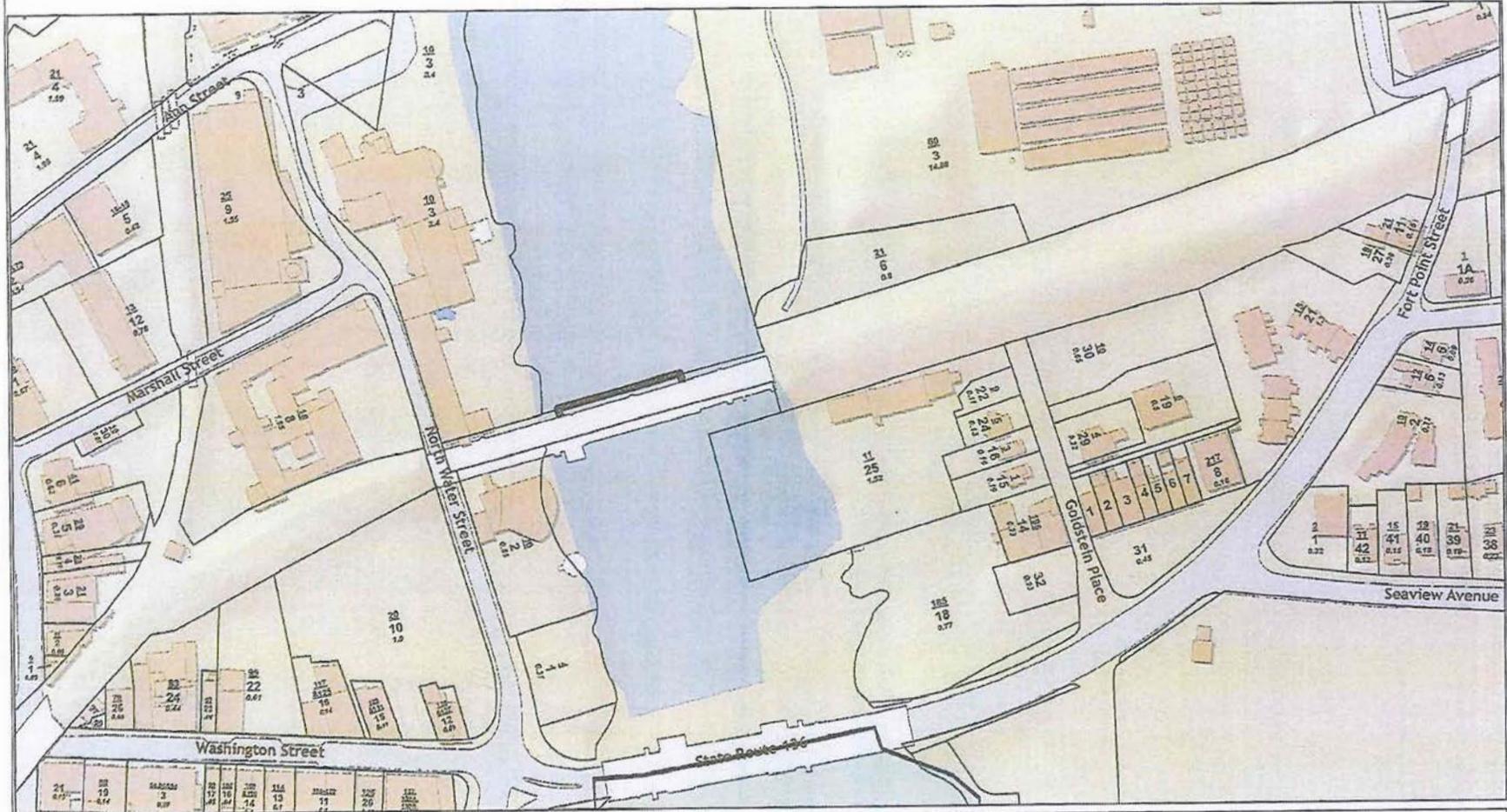
Metro-North Railroad
 347 Madison Avenue
 New York, N.Y. 10017

TITLE
 SUBMARINE CABLE DESIGN
 WALK BRIDGE
 LOCATION 1 ELEVATION

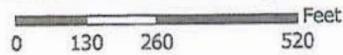
CONTRACT NO.
 SCALE
 DATE 08-08-17
 DRAWING NO.
 2NF-03



TO SOUTH NORWALK STATION		SUBMARINE CABLE DETAIL WALK BRIDGE LOCATION 2 ELEVATION		TO EAST NORWALK STATION	
DESIGNED				M&N Metro-North Railroad 347 Madison Avenue New York, N.Y. 10017	
DRAWN				TITLE SUBMARINE CABLE DESIGN WALK BRIDGE	
CHECKED				CONTRACT NO. SCALE DATE 05-09-17	
APPROVED				DRAWING NO. EHV-07	
NO. DATE		NO. DATE		NO. DATE	
REVISIONS		REVISIONS		REVISIONS	



Submarine Cable Crossing Tax Map



DESIGNED																				
DRAWN																				
CHECKED																				
APPROVED																				
	NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE												
	REVISIONS				REVISIONS				REVISIONS				REVISIONS							

Garrett Fleming / CWA
 CIVIL ENGINEERING & SURVEYING
 100 Main Street, Suite 200
 Norfolk, VA 23510
 PH: 757-247-1111

HNTB
 ENGINEERS ARCHITECTS PLANNERS
 1344 Sixteenth Street, Suite 1017
 Norfolk, VA 23510
 PH: 757-622-1111

MNR Metro-North Railroad
 347 Madison Avenue
 New York, N.Y. 10017

TITLE
**SUBMARINE CABLE DESIGN
 WALK BRIDGE
 PARCEL MAP**

CONTRACT NO.
 SCALE DATE 08-09-17
 DRAWING NO. ENV-13



Mitchell E. Mailman

Mr. Mailman has been the General Manager of Electric Lines Division of Welsbach Electric, since 1990. During that time, crews under his auspices have logged hundreds of thousands of man hours, working for over fifty utilities and municipal electric entities, in twenty states, all without a fatality or catastrophic injury. They have completed projects at both transmission and distribution voltages; building substations and generation facilities; running circuits: overhead, underground and underwater. A Journeyman Lineman for over forty years, and a certified cable splicer up through 345 Kv. He also holds multiple Bachelor and Master's degrees from Columbia University, which he attended for eight years. He is a Professional Engineer and Licensed Architect.

In addition to be hired by utility concerns, the Electric Lines Division has worked for manufacturers, acting as their in house installation arm for "turnkey" projects where they have been engaged to "furnish and install." On transmission cable installation jobs, these have included, Okonite, Kerite, Brugg; for electrical equipment projects, Southern States, Areva, S&C, Haefely Trench, ABB. He regularly is contacted by utilities in the planning and design stages of projects for expertise in construction feasibility and to devise implementation strategies. He has vast experience working on installations in environmentally sensitive areas and is fully conversant with the unique requirements of the US Army Corps of Engineers. He has experience working within major metropolitan areas such as New York, Boston, Washington DC, and Pittsburgh.

Mr. Mailman maintains a strong relationship with executives at the National Electrical Contractors Association and the International Brotherhood of Electrical Workers. He is a Director of the Northeastern Line Constructors Chapter of NECA, presides over the NEAT Apprenticeship Committee for the State of New Jersey and the same entity for IBEW Local 3 in New York City. He has twice chaired the joint Steering Committee of the IBEW and NECA responsible for the drafting of the "Safety Rules for the Outside Electrical Industry."

During his tenure, the Electric Lines Division has undertaken several large scale and highly complex substation projects. They expanded the 345 Kv, Sprain Brook Substation belonging to Con Edison, installing the largest Series Reactors ever manufactured. To prevent a shortage of available electrical capacity, the New York Power Authority, built five gas turbine generation facilities within four of the five boroughs of New York City requiring the construction of five 13 Kv to 138 Kv substations, as well as the expansion of Con Edison's Fox Hills, Gowanus, Hell Gate and Ravenswood substations, all in a five month period. He has overseen the installation of GIS equipment up through 345 Kv in substations belonging to the New York Power Authority, Rochester Gas and Electric, and Con Edison.

He is adroit at interfacing with utilities on substation projects where they are the approval body, though not necessarily the contracting entity. For the municipal electric company in Milltown, New Jersey, he oversaw Welsbach's design and construction building of a new 34.5 to 13 kv Substation, on the Public Service Electric and Gas system. For the Village of Freeport, Welsbach completed a "design/build" of their municipal 69 kv to 13 Kv substation, on the Long Island Power Authority's network that also included a three mile, 69 solid dielectric feeder.

The Welsbach Electric Lines Division is one of only a few electrical contractors in America who install and maintain pipe type cables and fluid filled feeders. As the prime contractor, they have placed new circuits beneath the streets of New York City, Boston and Pittsburgh for Con Edison, NStar, and Duquesne Light. They have worked on similar projects for Orange & Rockland, Florida Power and Light, the New York Power Authority, New York State Electric and Gas, Public Service Electric and Gas, Entergy, Long Island Lighting Company. They have also installed hundreds of circuit miles of solid dielectric, underground transmission cables within the territories of Atlantic City Electric, PPL, Con Edison, Rochester Gas and Electric, PEPco, New York Power Authority.



111-01 14TH Avenue, P.O. Box 560252, College Point, NY 11356-0252 (718) 670-7900

March 26, 2018

Dr. John Pinto
Chairman, Application Review Committee
Norwalk Harbor Management Commission
City Hall
125 East Avenue
Norwalk, Connecticut 06856

Subject: Proposal by Eversource Energy to relocate electric transmission lines under Norwalk Harbor

Dear Dr. Pinto,

At your request, I have carefully reviewed the various drawings you forwarded me describing a project Eversource is contemplating. It involves undergrounding a section of their 115 Kv overhead transmission feeders that presently occupy the Metro North Right of Way in Norwalk. This would be a permanent reroute, only brought about by the eventual replacement of the Railroad Bridge over the Norwalk River.

A feature of this design is the directional drilling of two, thirty inch casings beneath the Norwalk River, to the south of the existing vehicle/pedestrian bridge on Washington Street. Within these two casings would be individual conduits that would house solid dielectric cables. Essentially what is being created is an underground "dip".

At some point, west of the Railroad Bridge (near Elizabeth Street), the overhead circuits would transition onto a set of tall, tubular steel poles, known as "riser" or "transition" structures. These must be fitted out with terminations for the underground cables, along with lightning arresters to protect the underground cables. Although there are numerous design options as to how this can be accomplished, none of them are particularly aesthetically attractive. The existing overhead wires from the current structures are terminated, or in engineering parlance, "dead-ended" on the poles. Similarly, the underground cables emerge from being buried underground and are mounted to the poles as they extend vertically upward. The overhead wires are then connected to the underground cables by means of short sections of wire, called "taps".

Another set of riser structures would be needed somewhere to the east of the Railroad Bridge (near Fort Point Street) to bring the new sections of underground cable back up vertically to connect to the existing overhead wires. Once both new riser structures would be completed, the existing overhead wires between the structures would be rendered superfluous and could come down.

Since overhead transmission wires are not insulated, thus the significant air space between each of the various wires, they can be very thin relative to the amount of electricity they can carry. Not so, underground wires. These must be significantly thicker, owing to their being

1

insulated. (An overhead wire that may be 1.302 inches in overall diameter (1192.5 kc mil, ACSR, "Bunting"), would be equivalent in ampacity to a 4-inch diameter, 2000 kc mil, cross linked polyethylene insulated, underground feeder.) Of course, the insulation of the underground cable allows it to be buried underground safely and allows these cables to be positioned in close proximity one to the other.

Underground cables are negatively impacted by heat. As any cable carries electricity it gets hot. The hotter a cable, the less efficiently it operates. In any underground cable system, the designer's task is to devise means by which the heat can be dissipated off the cable and shed onto the surrounding subterranean environment. While this is achievable, it is vastly more complex with two sets of feeders. Whereas the individual cables of one circuit can be placed close together, there has to be significant space between each feeder when there are two or more sets of feeders. In this case, there are indeed two sets of feeders.

Physically placing transmission cables underground is a not very complex operation. A set of pipes are run prescribed distances between manholes. The manholes are where the various sections of cable are spliced together. Considering the overall diameter of underground cable and its weight, a typical 4-inch cross linked polyethylene insulated cable may weigh as much as twelve pounds per foot; there are, therefore, manufacturing, shipping and installation concerns relative to the cable that will dictate the spacing between manholes.

For cables of the nature needed for this project, the typical spacing is about 1800 feet, though stretches up to 2500+ feet are conceivable. The more bends in the route of the piping, both in the horizontal and vertical planes, the shorter the permissible spacing between splicing vaults.

When cables are run through streets, burying the pipes beneath the ground is not difficult. Common techniques applied to the construction of water mains, gas mains, communication ductbanks, and other buried electrical facilities are employed. These primarily are "open cut" excavations; where a piece of excavating equipment merely digs through the pavement and earth to create a trench. Once the piping is placed in the trench, the earth gets put back in the trench, "backfilled," and the work progresses. When the pipe and manholes have been installed, the cable can be pulled into the ducts.

Crossing a body of water requires entirely different construction methodologies. For many years, cables, be them electrical or communications, were simply placed on the bottom of the seabed, lake, river or whatever the body of water was. This did not afford the cables much mechanical protection. Cables were repeatedly damaged by anchors, dredging, shellfish gathering operations, and often were left "hanging in midair" if the contours of the sea bottom changed owing to tidal forces.

The next iteration of underwater cable crossings featured burying the facilities. In very rare instances, excavating equipment mounted on floating barges dug a trench through the water into the seabed into which the cables were then placed. A version of this technique involved building parallel cofferdams to hold back the water. The material in between the cofferdams would be removed and the cables or pipes are then able to be placed and backfilled, much like if this was on land.

Another common means of "burying" underwater cables involves "plowing" the cable under the bottom. Instead of digging a furrow, a plow, using water jets, can neatly dislodge the seabed to create a trench into which the cable could be set right after the slit was created in the sea floor. This also ensures that there would be material covering the cable to act as protection from mechanical hazards.

Plowing can reach formidable depths but poses difficulties for short water crossings. It entails sufficiently large equipment, tug boats and barges, which cannot operate in shallow waters. Furthermore, like the excavation methods, it has proved to be very harmful to marine biology owing to the disruption it causes to the sea floor and the turbidity it produces.

The current, most preferable, means of traversing a body of water with a pipe or cable involves some form of "trenchless technology", most commonly directional drilling. For longer crossings, those in excess of a mile, plowing remains the preferred technique. Virtually every shorter crossing today now employs, horizontal directional drilling. Since all the work can be accomplished from both shores, there is no need for deep draft vessels and barges. The pipes and/or cables can be drilled very deeply, so as to almost eliminate the risk of them being damaged once installed. If managed properly, the underground drilling activities have virtually no impact on marine life or water quality.

The terminology, "Directional Boring" and "Horizontal Directional Drilling" are used synonymously. Directional Boring is usually reserved for smaller diameter drills. For this project, the proposed drill is of the larger diameter category, exceeding 30 inches.

The technology is not very different from what is employed to drill oil wells. Oil well drilling involves vertical drilling; thus the tall, upright, steel structures whose purpose is to support the extensions attached to the drill head. Empirically, if you took an oil drilling rig and placed it on its side, you would be able to drill horizontally. That is not precisely what is done, however, the concept of directional drilling is just that.

Prior to commencing the drilling operation, there needs to be two large pits constructed at either end of the prescribed drill; one is the "launching pit", the other is the "receiving pit". The drill progresses from the launching pit to the receiving pit. These pits are substantially large in area and quite deep as well. Their main purposes are to provide an entry point (or exit point) for the drill head and to contain the "drilling mud". No differently than in the drilling of a deep oil well, the action of the drill head, owing to friction, gets quite hot, particularly when penetrating rock. The drill mud, lubricates and cools the head.

The drill head is always larger in diameter than the "drill steel"—the rods that are continuously spliced together to rotate the drill head from the "drill motor" which is on the drill rig, positioned near the drill hole. The drill mud is a slurry, usually composed of water and bentonite. In addition to lubricating and cooling the drill head, this slurry stabilizes the drilled hole. It "lines" the hole, keeping it from collapsing on the drill steel once the drill head advances.

Copious amounts of drill mud are required for any drill. It is constantly pumped into the drill hole. It is present in the launch pit all during the drilling. The "tailings", or the byproduct of the drilling, (sawdust, if one was drilling wood), get mixed in with the slurry. The slurry from the drill head eventually works its way back into the launch pit where it is "recycled" for reuse, by having the tailings removed.

The need for this drill mud is the greatest single environmental concern associated with directional drilling. It is a highly dense, chalky substance and one that readily becomes mixed with the petroleum-based lubricants employed with the various drilling components. Very often it is not properly controlled and spills well beyond the launch pit. It also has leached out subterraneously through the pit walls and bottoms. There are also numerous instances where underground estuaries or abandoned conduits have crossed the path of the drilled hole, or been adjacent to it, and the mud has found its way into these, which in turn has carried the mud substantial distances from the drilling location. Even the most carefully monitored projects cannot ameliorate the mess that accompanies the drilling mud, especially during the reaming procedure.

Horizontal Directional Drilling is a three-step process once the pits are constructed and the drill rig placed. Customarily it is a continuous operation, running around the clock, out of a fear that the drilled hole may collapse during a lull. Initially, a small diameter pilot hole is drilled from the launching pit to the receiving pit. Once the drill head emerges into the receiving pit, it is removed and replaced with a "reaming head". Whereas the drill head was "pushed" across to the other side of the crossing, the reaming head is "pulled" back to the drill rig situated by the launching pit. The reamer enlarges the pilot hole. Attached to the reaming head as it is retracted back to the drill rig are more lengths of drill steel. That way, there is a continuous "ribbon" from pit to pit.

For this particular project, the "casing", which is the pipe that is going to be placed within the final reamed out bore, is 30 inches in diameter. Depending on the wall thickness of the pipe, its overall outside diameter can vary. It will be necessary to ream a hole which is several inches larger than the pipe's overall diameter. This helps reduce the friction of the pipe coming in contact with the side walls of the reamed hole as it is pulled back and can "smooth out" some minor deviations in the routing of the drill.

Once the reaming has been completed, the casing pipe can be "pulled back" to the drill rig, in the same fashion the reamer was, employing the steel that had been attached to the reamer at the receiving pit. As measured orthographically, the length of the proposed crossing here is about 900 feet. A safe rule of thumb is to add between 2 and 5 percent to the orthographic distance to account for the parabolic configuration of the drill, to figure how long the actual length of the casing will be.

Before the casing can be "pulled back", it needs to be spliced together to form its total length. Most often, casings feature High Density Polyethylene pipe, (HDPE). The lengths are joined together by "heat fusion". The respective ends of the pipe are heated until they become molten and then they are forced together under great pressure and allowed to cool. This fusion will go on successively until the entire desired length is assembled. Very often the deciding factor as to

which side of the crossing becomes the "receiving" end, is whether or not there exists an ample stretch to lay out the entire run of casing. For this drill, Eversource proposed to assemble the pipe on the eastern shore of the river.

Horizontal Directional Drilling is constantly being perfected. Lengths and diameters of crossings have been increasing steadily. The pullback and thrust forces of drill rigs are now measurable in the millions of pounds. However, it remains by no means an "exact science." In order to properly direct the drill head, its exact location has to be known at all times. Data from its underground location, which in this case would be underwater as well, has to be received by the drill rig to allow the rig to exert the proper force directionally to keep the drill head on the predetermined course.

Many factors impact the ability of the drill rig to guide the drill. Data transmission is but one. The soil strata is another determinant. Encountering voids in the strata potentially creates deviations. Buried obstructions, including cobbles, rip rap, and buried debris) also pose problems for the drill head to navigate through while remaining "on course". Some drills cannot penetrate schists and other dense rocks. It is impossible for any driller to "guarantee" the precise path of the final bore. Deviations will vary. A drill within three feet of the desired exit point is deemed to be "spot on".

Just as the drill route cannot be assured to follow its prescribed path, the accuracy of the subterranean location of the casing once it is placed cannot be considered to be 100% accurate. Again, the data used to "locate" the bored hole can be impacted as it is transmitted. We have on several occasions needed to locate a cable that had been installed by directional drilling and failed to find it using the "as built" data we were furnished. In one instance we found the circuit a lateral distance of twelve feet from where it was "shown" to be.

After the casing is installed, the smaller diameter "inner ducts" need to be placed within the larger pipe. For this project, it will be within these smaller ducts that the eventual electrical cables will be placed.

While I am convinced that horizontal directional drilling is a viable means to install conduits and cables beneath bodies of water, I feel the present design, as depicted on a drawing bearing the title block, "Darien-Fitch and Sono-Sherwood 115 Kv Transmission Lines 1028 and 1146 HDD Plan and Profile" and labeled "Dwg. No. 01191-10005 PG 1", is very much, ill conceived.

Since 1990, I have been the General Manager of an entity that constructs and maintains facilities for electric utilities. This includes distribution and transmission circuits, substations and generation facilities. During that tenure, we have worked for fifty power concerns, located in twenty states. While we are highly skilled at building overhead lines, we are renowned for our work on underground and underwater, transmission circuits. This includes both solid dielectric feeders and pipe-type cable feeders.

Presently, we are working on a 4000+ foot crossing of the Mississippi River at Belle Chasse, Louisiana; near New Orleans. We have installed submarine feeders across the Great South Bay to Fire Island National Seashore on Long Island; beneath Barnagat Bay to power Long Beach

Island, New Jersey; underneath The Race to power Plum Island from Long Island; crossed underneath the East River to connect Rikers Island to Queens in New York City; among other installations. We have worked on Circuits Y-49 and Y-50, which go underneath Long Island Sound from New Rochelle to Sands Point, connecting Westchester County to Nassau County, both in New York; and feeders 1385 A and 1385 B which was a link between Norwalk, Connecticut and Suffolk County, New York, also beneath Long Island Sound. We have installed submarine crossings across the Intercoastal Waterway in numerous spots. We are currently working with Florida Power and Light to locate a leak in a high pressure, gas filled, pipe-type cable that feeds Cape Canaveral and the Kennedy Space Center beneath the Indian River. In December 2017; we completed the installation of a new segment of 345 Kv submarine cable run below the bottom of the Hudson River, between Edgewater, New Jersey and West 52nd Street in Manhattan.

I am highly regarded among underground transmission cable manufacturers and designers, and utility engineers, as being one of the pre-eminent authorities on constructability and implementation, for all types of buried and submarine cable systems.

The problem of this Eversource design, as I perceive it, has to do with the location of the route. It is shown as going through an active public dock and boat launching facility which, we understand, is intended not only to serve local boaters, but also visitors to city attractions such as the Maritime Aquarium and SONO area. Docks are held in place with pilings, be they steel, wood or concrete. These get driven vertically by pile-driving equipment into the seabed. Attempting to drill the new pipe casings and thread them horizontally between pilings that now are under construction and will be in place at the time of the Eversource project is an iffy proposition.

While it is possible that someone may get lucky and be able to stay close to the desired route skirting these pilings, my greatest concern deals with the future. Having the new underground 115 Kv feeders running beneath the docks will clearly limit any expansion or modification to the facility in the future. It will be virtually impossible to drive new pilings anywhere within fifteen feet of what will be the presumed location of the new feeders. The utility would simply not permit such an encroachment on the undisturbed area they would demand to protect their asset.

Even if a rearrangement of the dock configuration is not contemplated for the currently foreseeable future, pilings deteriorate and require replacement, storms dislodge them and they need to be reinforced with new pilings. I, for one, cannot recall ever seeing a buried electric line that was routed underneath any existing facility, either on land, or underwater. Surely, in streets, lines crisscross existing utilities and go under storm water culverts; but this would be akin to routing a new feeder beneath the existing basement of someone's home.

Which begs the obvious questions, "Why even attempt this?" and, "Is there no other option?"

Horizontal Directional Drilling is a highly specialized and expensive undertaking. In New Jersey, we recently completed two "underbridge" crossings, each linking two land masses separated by water. We did not opt to drill. To get across the Atlantic City inlet and to feed Brigantine Island,

we installed fiberglass conduits beneath the Brigantine Bridge, a combination causeway and fixed span bridge. We did essentially the same thing on the Long Beach Island Bridge, connecting Shipbottom to Manahawkin. What differentiates those situations from the Washington Street Bridge is that those bridges are inoperable.

There are overhead crossings of estuaries. Maybe one of the longest is across the Hudson River outside of the Indian Point Power Plant in Buchanan, New York. Those 345 Kv lines extend almost four hundred feet above the river, between Buchanan in Westchester County and Stony Point in Rockland County. Each of the towers on the edge of the shores are 600 feet tall.

To reroute these lines away from the Railroad Bridge over the Norwalk River employing overhead feeders would require new steel poles to be set along fairly narrow and active streets. While this may seem undesirable aesthetically, it is done throughout New Orleans, including in the French Quarter and the historic Garden District.

It seems as if the route of the underground of these proposed underground/underwater feeders was chosen simply because it is fairly straight and aligns in an uncomplicated fashion with the present overhead lines. As stated earlier, bends in a ductbank configuration directly impact the installation of the cable. A phenomenon known as "sidewall pressure" must be addressed. As a cable negotiates any bend, it becomes forced up against the inside radius of the bend. This force is in a direction perpendicular to the cable and if too great can crush the cable insulation. The sharper a bend, the more force is generated on the cable. The closer a bend is to end of a cable pull, the greater the "sidewall pressure".

Employing larger diameter bends can mitigate "sidewall pressures". Historically, the minimum bending radius for this type of solid dielectric cable would be 12 times the outside diameter of one of the single cables. Standard bends for a duct bank for this cable would feature 48-inch radii bends, but bends with radii in the hundreds of feet are readily achievable and very commonplace in every underground transmission cable installation.

Bends in a conduit run also will impact the overall pulling tension; in other words, how much tension can be put on the cable while it is being pulled in. For circuits such as this one, only a single cable is installed in one pipe. To complete the feeder, one pulls three cables, in three, separate pipes. The larger the overall diameter of the conductor (the current carrying component of the cable, often copper, as opposed to the insulation), the more tension it is allowed to have imparted in it. The conductor sizing for this project is unlikely to be less than 2500 kc mil and may more likely be 3500 kc mil. A 3500 kc mil conductor can be pulled in tension upwards to 28,000 pounds, whereas the smaller 2500 kc mil conductor can be tensioned to 20,000. It is highly unlikely those ultimate pulling tension limits would preclude introducing any series of horizontal or vertical bends into any cable route involving these cables.

We believe it is both prudent and practical to reorient the proposed route of the underground cable beginning at the western shore of the Norwalk River. There is ample landing area along the eastern shore of the river to employ Horizontal Directional Drilling in order to cross the river and in no way impact the public dock and boating facility. Clearly this would necessitate

routing the crossings to the south to keep them away from the public facilities. Doing so, would introduce a new bend, or sets of bends, within the park to have the ducts get back to Fort Point Street. That might necessitate an additional splice vault, but it would leave the city's public dock and boating facility thoroughly unencumbered both permanently and during construction.

On face, this seems to be one of many possible new routes across the river, but the one that makes the most use of the existing design. Another possibility is to come down Elizabeth Street as is currently shown, but to run north on Water Street toward the Washington Street Bridge and then head across the river slightly south of the bridge. But while the drills might miss the public boating facility on the east bank of the river, there is a marina directly in the vicinity on the western bank. There is the possibility of crossing the river just to the north of the Washington Street Bridge and coming up in Constitution Park. This would then allow the new ducts to reunite with the existing overhead lines via Goldstein Place, or continue along Fort Point Street as presently depicted.

We recognize the pressing need to remove the current 115 Kv overhead lines from the existing railroad bridge crossing the Norwalk River, however, we cannot endorse the current route of the replacement underground feeders. The design is impractical in its thinking that Horizontal Directional Drilling can be accurate to within the tolerances it is showing, and moreover, it is irresponsible in limiting in perpetuity the functionality of a vital resource to the City of Norwalk—that being its principal public dock and boating facility. Even if there existed no plausible alternative to the current design, to which we feel strongly there are many, we would label the current design, "short sighted" and likely the result of an ill-conceived, hasty effort.

Thank you for the opportunity to assist the Harbor Management Commission. I trust that the foregoing analysis will be helpful. Please let me know if you have any questions or wish to discuss this matter further.

Sincerely,

A handwritten signature in cursive script that reads "Mitchell Mailman". The signature is written in dark ink and is positioned above the typed name.

Mitchell Mailman

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

OR

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

**Third Taxing District
Financial Highlights
Jul-Feb 2018 vs. Jul-Feb 2017**

	Jul-Feb 18	July-Feb 2017	\$ Change	% Change
Total Income	6,965,872	7,083,864	-117,992	-1.67%
Total Expense	6,686,141	7,290,670	-604,529	-8.29%
Net Ordinary Income	279,731	(206,806)	486,537	235%
Other Income	951,760	250,613	701,147	280%
Other Expense	20,144	36,125	(15,981)	-44%
Net Income before Rate Stabilization	1,211,347	7,682	1,203,665	15668%
Rate Stabilization	58,365	1,164,238	-1,105,873	-95%
Net Income	1,269,712	1,171,920	97,792	8%

CASH BALANCES FY 06/30/2018

	Feb-18
ACCTS	
Operating Accounts	1,409,066
Construction WIP	28,357
Savings	1,506,943
Capital Improvements Fund	1,367,630

TTD Outstanding Principal Balance with CMEEC

Balance as of July 1, 2016	4,345,583
Current Balance	3,229,981
Current Fiscal Year Capital Additions to date	388,757

	Current Fiscal Year-to-Date	Last Fiscal Year-to-Date	\$ Change	% Change
Power Supply				
Energy Cost	\$ 3,931,360	\$ 4,520,460	\$(589,100)	-13%
Budget Energy Cost	\$ 3,616,851	\$ 4,294,437	\$(677,586)	-16%
Energy Cost Cents/KWH	9.200	10.600	\$ (1.40)	-13%

**Third Taxing District
Profit & Loss Prev Year Comparison
February 2018**

	Feb 18	Feb 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
443-00 · Cervalis Data Center Revenues	31,017.51	18,716.41	12,301.10	65.72%
440-00 · Residential Sales	388,420.25	344,442.93	43,977.32	12.77%
442-01 · Large Commercial Sales	105,815.25	102,193.60	3,621.65	3.54%
442-02 · Small Commercial Sales	233,414.43	207,901.07	25,513.36	12.27%
445-01 · Water Pollutn Contri Pint Sales	91,311.21	86,643.12	4,668.09	5.39%
445-02 · Fiat Rate	8,495.79	8,630.79	-135.00	-1.56%
451-00 · Miscellaneous Service Revenue	3,684.77	1,777.49	1,907.28	107.3%
557-00 · Purchased Power Adjustment	123,062.24	120,012.79	3,049.45	2.54%
Total Income	985,221.45	890,318.20	94,903.25	10.66%
Cost of Goods Sold				
555-00 · Electrical Power Purchased	442,227.65	487,869.33	-45,641.68	-9.36%
Total COGS	442,227.65	487,869.33	-45,641.68	-9.36%
Gross Profit	542,993.80	402,448.87	140,544.93	34.92%
Expense				
904-00 · Substation	12,147.96	10,282.54	1,865.42	18.14%
403-00 · Depreciation Expense	64,676.80	64,676.80	0.00	0.0%
408-00 · Taxes	1,052.14	1,020.84	31.30	3.07%
540-00 · Other Power Generation Expense	16,781.51	24,026.42	-7,244.91	-30.15%
580-00 · Distribution Expenses	18,593.54	4,320.66	14,272.88	330.34%
590-00 · Maintenance Expenses	40,334.65	41,784.38	-1,449.73	-3.47%
900-00 · Customer Accounts & Service	24,759.15	18,388.88	6,370.27	34.64%
920-00 · Administrative Expenses	109,761.48	173,874.46	-64,112.98	-36.87%
980-00 · General Community Expenses	0.00	1,492.29	-1,492.29	-100.0%
Total Expense	288,107.23	339,867.27	-51,760.04	-15.23%
Net Ordinary Income	254,886.57	62,581.60	192,304.97	307.29%
Other Income/Expense				
Other Income				
419-00 · Interest Income	0.00	467.98	-467.98	-100.0%
421-00 · Norden Project Income	43,743.38	17,952.45	25,790.93	143.66%
424-00 · Energy Conservation Fund Income	13,380.59	7,639.42	5,741.17	75.15%
Total Other Income	57,123.97	26,059.85	31,064.12	119.2%
Other Expense				
426-30 · PERSON TO PERSON	20,000.00	0.00	20,000.00	100.0%
Total Other Expense	20,000.00	0.00	20,000.00	100.0%
Net Other Income	37,123.97	26,059.85	11,064.12	42.46%
Net Income before rate stabilization	292,010.54	88,641.45	203,369.09	229.43%
Rate Stabilization	30,606.09	68,893.45	-38,287.36	-55.58%
Net Income	322,616.63	157,534.90	165,081.73	104.79%

Third Taxing District
Profit & Loss Prev Year Comparison
 July 2017 through February 2018

	Jul '17 - Feb 18	Jul '16 - Feb 17	\$ Change	% Change	
Ordinary Income/Expense					
Income					
443-00 · Cervalis Data Center Revenues	164,406.38	134,273.46	30,132.92	22.44%	
440-00 · Residential Sales	2,653,698.19	2,672,784.73	-19,086.54	-0.71%	
442-01 · Large Commercial Sales	713,036.25	699,913.21	13,123.04	1.88%	
442-02 · Small Commercial Sales	1,783,609.84	1,802,244.23	-18,634.39	-1.03%	
445-01 · Water Pollutn Contrl PInt Sales	668,531.76	668,343.25	188.51	0.03%	
445-02 · Flat Rate	62,363.50	63,311.76	-948.26	-1.5%	
451-00 · Miscellaneous Service Revenue	55,765.45	23,619.78	32,145.67	136.1%	
557-00 · Purchased Power Adjustment	864,460.86	1,019,373.74	-154,912.88	-15.2%	
Total Income	6,965,872.23	7,083,864.16	-117,991.93	-1.67%	
Cost of Goods Sold					
555-00 · Electrical Power Purchased	3,931,360.17	4,520,459.58	-589,099.41	-13.03%	
Total COGS	3,931,360.17	4,520,459.58	-589,099.41	-13.03%	
Gross Profit	3,034,512.06	2,563,404.58	471,107.48	18.38%	
Expense					
904-00 · Substation	109,686.64	92,528.93	17,157.71	18.54%	Footnote 1
403-00 · Depreciation Expense	517,414.40	517,414.40	0.00	0.0%	
408-00 · Taxes	198,169.87	173,866.60	24,303.27	13.98%	
540-00 · Other Power Generation Expense	74,550.10	97,353.68	-22,803.58	-23.42%	Footnote 2
580-00 · Distribution Expenses	94,208.15	103,880.17	-9,672.02	-9.31%	Footnote 3
590-00 · Maintenance Expenses	346,941.68	349,881.52	-2,939.84	-0.84%	
900-00 · Customer Accounts & Service	221,190.10	166,061.48	55,128.62	33.2%	Footnote 4
920-00 · Administrative Expenses	1,192,619.75	1,269,223.67	-76,603.92	-6.04%	Footnote 5
Total Expense	2,754,780.69	2,770,210.45	-15,429.76	-0.56%	
Net Ordinary Income	279,731.37	-206,805.87	486,537.24	235.26%	
Other Income/Expense					
Other Income					
418-00 · Dividends	33,139.90	17,328.25	15,811.65	91.25%	
419-00 · Interest Income	4,218.57	4,820.10	-601.53	-12.48%	
420-00 · Gain/(Loss) on Investments	31,237.31	18,428.39	12,808.92	69.51%	
421-00 · Norden Project Income	316,371.50	182,846.23	133,525.27	73.03%	
423-00 · Gain/(Loss) from Sale of FA	5,904.27	4,598.95	1,305.32	28.38%	
424-00 · Energy Conservation Fund Income	62,924.44	22,090.80	40,833.64	184.85%	
425-00 · Miscellaneous Income	497,964.50	500.00	497,464.50	99,492.9%	Footnote 6
Total Other Income	951,760.49	250,612.72	701,147.77	279.77%	
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%	
942-00 · Interest Expense	0.00	140.09	-140.09	-100.0%	
990-00 · Miscellaneous items	144.29	15,985.41	-15,841.12	-99.1%	Footnote 7
Total Other Expense	20,144.29	36,125.50	-15,981.21	-44.24%	
Net Other Income	931,616.20	214,487.22	717,128.98	334.35%	
Net Income before rate stabilization	1,211,347.57	7,681.35	1,203,666.22	15,669.98%	
Rate Stabilization	58,364.86	1,164,238.36	-1,105,873.50	-94.99%	
Net Income	1,269,712.43	1,171,919.71	97,792.72	8.35%	

Third Taxing District
Profit & Loss Statement
Explanation of Major Variances
Jul-Feb 2018 vs. Jul-Feb 2017

1. The increase in substation expense of \$17K is due mainly to an increase in call time as well as substation supplies. Note: All call time in relation to substation is now reported under this expense correctly as some was reported under distribution in the prior year.
2. The \$22K decrease in Other Power Generation Expense is due to a decrease in expenses with HO Penn and Miratech with respect to the prior year. The timing of fuel expenditures with East River for the generators is also accountable for the decrease with respect to the prior year.
3. The \$9K decrease in Distribution expense is due to a \$6K decrease in substation supplies with Wesco as well as a decrease in Overhead lines expenses.
4. The \$55K 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.
5. Administrative expenses decreased approximately \$76K due to the reclass of wages noted above in Footnote 2 as well as notable decreases in seminars and trainings, and company truck expense as we no longer are leasing the Bucket Truck with Altec. Furthermore attributing to the decrease is that Jim Smith's wages were not present during the part of the year and Ron Scofield was receiving a stipend. Also, the repair and maintenance of the seawall project was included in our prior year expenditures.
6. This amount represents the year-to-date equity distributions from CMEEC.
7. The prior year amount of \$15K is representative of the balance written off as an incentive for Cervalis to prepay their entire loan amount off.

THIRD TAXING DISTRICT
KEY PERFORMANCE INDICATORS (KPI'S)

			2018	Feb 2017	Industry Average (Bandwidth)
1)	<i>OPERATING RATIO</i>	TOTAL OPERATING EXPENSE / TOTAL OPERATING REVENUE	98.58%	104.34%	95-105%
2)	<i>POWER SUPPLY EXPENSE RATIO</i>	TOTAL POWER SUPPLY EXPENSES / TOTAL EXPENSES	56%	64%	65% - 70%
3)	<i>OUTSTANDING RECEIVABLES</i>	TOTAL DOLLAR AMOUNT OF CUSTOMER RECEIVABLES OVER 90 DAYS	\$36,970	\$45,581	
4)	<i>ACTUAL RATE OF RETURN ON RATE BASE</i>	AUTHORIZED BY STATE STATUTE	9.0%	9.0%	Varies by state
5)	<i>ELECTRIC CUSTOMERS PER EMPLOYEE</i>	TOTAL ELECTRIC CUSTOMERS / TOTAL FULL TIME EMPLOYEES	382	384	200 - 500
6)	<i>ENERGY LOSS %</i>	TOTAL ENERGY LOSSES/TOTAL SOURCES OF ENERGY	4.20%	4.65%	2.5% - 6%
7)	<i>SYSTEM LOAD FACTOR</i>	TOTAL KWH SALES + TOTAL kwh ENERGY LOSSES/8760/ HIGHEST HOURLY PEAK DEMAND	57.2%	59.10%	50% - 65%

Memorandum

Third Taxing District

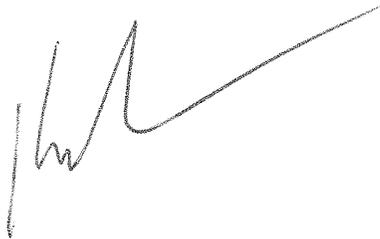
Electric Department

To: TTD Commissioners

From: Kevin Barber – General Manager

Date: April 3, 2018

Subject: Rate Stabilization Fund Discussion



Please review the attached presentation that I will be presenting at the April 9th Special Commission meeting. The discussion will focus on the balance of the Rate Stabilization Fund and whether a target balance should be maintained in this fund. This discussion will be the precursor to a deeper discussion on the Power Cost Adjustment (PCA) spreadsheet and rate that is currently being charged to customers. The PCA discussion will be held at the April 16th Commission meeting.

PCA Review and Discussions

During the review of the Power Cost Adjustment (PCA) spreadsheet and the development of the forecasting model, it became apparent that some questions needed to be addressed to provide staff with the guidance needed to recommend changes to the PCA and related rates.



April 2018

3 Questions

- Rate Stabilization Fund (RSF) balance:
 - What is the appropriate balance to maintain in the RSF?
- Power Cost Adjustment (PCA) Rate:
 - What is the appropriate PCA rate to charge TTD customers?
- CMEEC Billable Rate:
 - What is the appropriate billable rate for CMEEC to charge TTD?



April 2018

Question:

What is the correct balance TTD should be maintaining in the RSF?

Determining a target balance for the RSF would allow for proper planning and management of the RSF and the determination of the appropriate PCA rate to charge customers and CMEEC billable rate for TTD.



April 2018

What is the Rate Stabilization Fund (RSF)?

A fund, held at CMEEC, for the purpose of allowing the utility to actively manage their retail rates.

CMEEC Membership Agreement:

Section 9. MEMBER FUNDS.

9.2 Rate Stabilization Fund.

9.2.1 Contributions to Rate Stabilization Fund. Members may deposit funds into their Rate Stabilization Fund for the purpose of actively managing retail rates. In addition to any funds that a Member may elect to contribute to its Rate Stabilization Fund, all CMEEC Margin allocable to any Margin-Eligible Member shall be deposited into the Member's Rate Stabilization Fund unless otherwise directed by the Member.

9.2.2 Uses of Rate Stabilization Fund. Each Member, in such Member's sole discretion, may direct CMEEC in writing at any time to apply any portion of the balance of such Member's Rate Stabilization Fund against the wholesale cost of the Electric Products that may be supplied by CMEEC to the Member as a Power Purchaser. Such application shall be a tool available to the Member as a Power Purchaser to actively manage the rates that the Member's affiliated MEU can charge to its retail customers. A Member may apply any amounts in such Member's Rate Stabilization Fund for such purpose; provided that at no point such Rate Stabilization Fund shall have a negative balance.



April 2018

What affects the RSF balance?

- Monthly power bill.
 - When the actual cost of power is less than the billed rate, funds are added to the RSF balance.
 - When the actual cost of power is greater than the billed rate, funds are deducted from the RSF to cover the additional cost of the power.
- Member Margin: Each month, CMEEC Margin allocable to any Margin-Eligible member is deposited into the member's RSF.
- Interest: Interest on the RSF balance is added to the account on a monthly basis.
- One-Time withdrawal requests from the utility.



April 2018

History of the RSF

Over the past five years, TTD has added \$4,633,772 to the RSF balance. The RSF activity is as follows:

Rate Stabilization Fund Activity				
Fiscal Year	Additions	Withdrawals	Reason	FYE Balance
2013	135,828	2,000,000	Substation	4,019,138
2014	391,105	2,200,000	Substation	2,210,243
2015	1,171,845			3,382,088
2016	1,358,939	1,000,000	SCADA	3,741,027
2017	1,576,055	1,500,000	xfer to Trust *	3,817,082
TOTAL	4,633,772	6,700,000		

TTD has also withdrawn \$6,700,000 from the RSF to fund specific capital projects and transfer funds to the CMEEC Member Trust Fund *.

RSF balance as of Feb 2018 is \$3,880,386



April 2018

Appropriate Balance of RSF

- TTD's average monthly power bill for fiscal year 2017 was \$461,873 (based on \$90/MWh billing)
- Actual cost of power for fiscal year 2017 was on average \$396,896 per month (\$78.08/MWh)

Purchased Power Costs –Period June 2016 - July 2017		
# of Months	\$90/MWh billed rate	Actual Cost of Power
12 Months	\$5,542,478	\$4,762,754
6 Months	\$2,771,239	\$2,381,377
3 Months	\$1,385,620	\$1,190,688
Highest 3 Consecutive Mos.	\$1,644,408	\$1,272,795



Recommendation

# of Months	\$90/MWh billed rate	Actual Cost of Power
12 Months	\$5,542,478	\$4,762,754
6 Months	\$2,771,239	\$2,381,377
3 Months	\$1,385,620	\$1,190,688
Highest 3 Consecutive Mos.	\$1,644,408	\$1,272,795

Target balance of \$2,750,000 to \$3,000,000. This would provide TTD with approximately 6 months worth of CMEEC power bills in case of extraordinary circumstances.



How to Achieve Target Balance

RSF Current balance is \$3,880,386 (CMEEC financial reports – Feb 2018).

To achieve the target balance of \$2,750,000-
\$3,000,000, the RSF would have to be reduced
between \$880,000 - \$1,100,000



April 2018

Options to Reduce the RSF Balance

- Adjust the CMEEC billable rate. By setting the CMEEC billable rate below the forecasted cost of energy, funds would be withdrawn out of the RSF. This would reduce the RSF balance over a period of time (12 to 24 months, or longer), depending on the billable rate selected.
- Make a one time withdrawal of funds from the RSF. TTD had used this approach three times in the past five years. This would reduce the balance immediately.



April 2018

The target RSF balance would be used to determine the recommended:

- PCA rate
- CMEEEC billable rate

These will be brought before the Commission at the next Commission Meeting.



April 2018

Memorandum

Third Taxing District

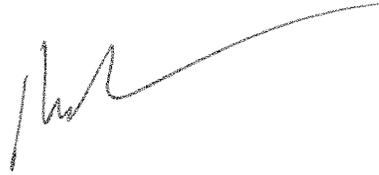
Electric Department

To: TTD Commissioners

From: Kevin Barber – General Manager

Date: April 5, 2018

Subject: Line of Credit Renewal



In July 2013, TTD established a line of credit with Patriot Bank in the amount of \$500,000 for the purpose of having access to funds during the construction of the Fitch Street Substation and Cervalis projects. The line of credit was setup allowing the then General Manager, Jim Smith, the ability to draw on the line of credit. The original line of credit had an expiration date of July 1, 2016. In 2016, TTD extended and modified the terms of the line of credit to December 1, 2017. Since that time, TTD has been working on an extension of the line of credit with Patriot Bank. Both the original and modification agreements are attached for your review.

Since Mr. Smith no longer is employed by TTD, Patriot Bank will not extend the existing line of credit under Mr. Smith's name. Patriot Bank is requiring a resolution from the Commission authorizing a new designated employee to extend and access the line of credit.

TTD has not utilized this line of credit since July 2015. There is no cost to maintain the line of credit with Patriot Bank and the current interest rate is 4.75%.

I recommend the Commission approve the line of credit in the amount of \$500,000 be extended with Patriot Bank for a period of one year, with an expiration date of December 1, 2018. This will provide TTD with access to funds in case of extenuating or emergency situations.

I have included a simple motion for the Commission to review and change if so desired. I've also included a more formal resolution for your review.

**SECOND PROMISSORY NOTE AND
REVOLVING TERM LOAN MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT, made effective as of this day March 14, 2018 between THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK, having a principal place of business at 2 Second Street, Norwalk, Connecticut 06855, (the "Borrower") and PATRIOT BANK, N.A., formerly known as Patriot National Bank, a federally chartered bank association, having an office at 900 Bedford Street, Stamford, Connecticut 06901 (hereinafter called the – Lender).

BACKGROUND

WHEREAS, on July 12, 2013, the Lender and Borrower entered into a Variable Rate Commercial Revolving Term Loan Agreement (the "Loan Agreement") whereby Lender agreed, subject to the terms and conditions of the Loan Agreement, to make available loan advances in an amount of up to \$500,000 (the Loan"); and

WHEREAS, on July 12, 2013, Borrower executed a \$500,000 Term revolving Promissory Note (the "Note") evidencing all advances to be made under said loan Agreement. The Loan evidenced by the loan Agreement and the Note are secure by a lien on all assets of the Borrower and certain inventory equipment and property located at 6 Fitch Street, Norwalk , Connecticut; and

WHEREAS, on November 9, 2016, the Lender and Borrower entered into a first loan Modification Agreement Renewal of Line of Credit of \$500,000 to be Matured on December 1,2017 . Term revolving Promissory Note (the "Note") evidencing all advances to be made under said loan Agreement. the Note are secure by a lien on all assets of the Borrower and certain inventory equipment and property located at 6 Fitch Street, Norwalk , Connecticut; and

WHEREAS, Borrower has requested Lender extend the Maturity Date of the Loan to December 1, 2018 and to make other changes and modifications to the Note and Mortgage as provided herein; and

NOW, THEREFORE, for the reasons set forth above, and for good and valuable consideration received by one for the other and the mutual covenants herein contained, and each and every act to be performed hereunder by any of the parties hereto. As well as all such covenants, promises and agreements contained in the Note and Mortgage. As amended below, Borrower and Lender covenant and agree as follows:

DRAFT

SECTION 1

NOTE AND MORTGAGE MODIFICATION

1. (a) The parties hereto acknowledge and agree the Borrower has paid and Lender has received all monthly installments of interest due through March 1, 2018 at the rate for which provision is made in said Note.

(b) The parties hereto agree and acknowledge that the current principal balance due under the Note is \$0.00.

2. The Loan Agreement and the Note are modified to read as follows:

(a) Section 1(a) of the Loan Agreement is modified by extending the Maturity Date of July 1, 2016 to December 1, 2018 as the Maturity Date at which time all principal sums and accrued and paid interest shall become due and payable.

(b) Section 2 of the Note is amended by deleting July 1, 2016 and substituting December 1, 2018 as the Maturity Date under the Note.

(c) Section 1.1 of the Note is amended by adding a floor rate of 4.50%.

SECTION 2

DRAFT

BINDING EFFECT, MISCELLANEOUS

1. Borrower hereby acknowledges and reaffirms its liability for the indebtedness evidenced by the Note, the Loan Agreement and each of the various instruments and agreements evidencing and/or securing such consolidated indebtedness (collectively, the "Loan Documents") and acknowledges and agrees that no set-off, Counterclaim or defense exists with respect to its' liability under the Note and that no other claims against the Lender exist. Borrower hereby waives Borrowers' rights to raise any such set-off, counterclaim, defense or claim against the Lender arising out of occurrences prior to the date of this Modification Agreement.
2. All of the representations, warranties and covenants contained in the Loan Agreement are true and correct and as of the date hereof, are incorporated by this reference and are remade as of the date hereof.
3. All other terms and conditions of the Loan Agreement, Note and other Loan Documents shall remain the same and in full force and effect except as specifically amended by this Modification Agreement.
4. This Agreement shall be biding upon Borrower and the Lender and their respective successors and assigns.
5. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument and either party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Second Promissory Note and Revolving Term Loan Modification Agreement as of the day and year first above written.

WITNESSES:

BORROWER:

THE THIRD TAXING DISTRICT
OF THE CITY OF NORWALK

By: _____
Name: Kevin Barber
Its: General Manager

PATRIOT BANK, N.A., f/k/a
PATRIOT NATIONAL BANK

By: _____
Name: Barbara Budnick
Its: Senior Vice President

Simple Motion:

I make a motion authorizing Kevin Barber, General Manager of the Third Taxing District, to renew the letter of credit with Patriot Bank in the amount of \$500,000.

Further require Mr. Barber, before accessing any funds from the line of credit, must receive authorization from the Commission at a duly convened Commission Meeting.

Formal Resolution:

COMMISSION RESOLUTION
APPROVING EXTENSION OF CREDIT LINE

Pursuant to a duly made, seconded and unanimously carried motion, the Commission of the Third Taxing District, (hereinafter referred to as District), adopted the following measure and resolution:

RESOLVED, that Kevin Barber, General Manager of the Third Taxing District, is hereby authorized to establish for and on behalf of the District a line of credit in the sum of Five Hundred Thousand dollars (\$500,000), from Patriot Bank (hereinafter referred to as Bank) on the terms set out in the Term Revolving Promissory Note prepared by said Bank and attached to the minutes of this meeting.

The undersigned, _____, certifies that he or she is the duly appointed Clerk of The Third Taxing District and that the above is a true, accurate, and correct copy of a resolution duly adopted at a meeting of the directors thereof, convened and held on _____, (Date), and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I have affixed my name as Clerk of the District and have attached the seal of District to this resolution.

Dated: _____

Clerk

COPY

**FIRST PROMISSORY NOTE AND
REVOLVING TERM LOAN MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT, made effective as of the 9TH day of November, 2016 by and between THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK, having a principal place of business at 2 Second Street, Norwalk, Connecticut 06855, (the "Borrower") and PATRIOT BANK, N.A., formerly known as Patriot National Bank, a federally chartered bank association, having an office at 900 Bedford Street, Stamford, Connecticut 06905 (hereinafter called the "Lender").

BACKGROUND

WHEREAS, on July 12, 2013, the Lender and Borrower entered into a Variable Rate Commercial Revolving Term Loan Agreement (the "Loan Agreement") whereby Lender agreed, subject to the terms and conditions of the Loan Agreement, to make available loan advances in an amount of up to \$500,000 (the "Loan"); and

WHEREAS, on July 12, 2013, Borrower executed a \$500,000 Term Revolving Promissory Note (the "Note") evidencing all advances to be made under said Loan Agreement. The Loan evidenced by the Loan Agreement and the Note are secured by a lien on all assets of the Borrower and certain inventory equipment and property located at 6 Fitch Street, Norwalk, Connecticut; and

WHEREAS, Borrower has requested Lender extend the Maturity Date of the Loan to December 1, 2017 and to make other changes and modifications to the Note and Mortgage as provided herein; and

NOW, THEREFORE, for the reasons set forth above, and for good and valuable consideration received by one for the other and the mutual covenants herein contained, and each and every act to be performed hereunder by any of the parties hereto, as well as all such covenants, promises and agreements contained in the Note and Mortgage, as amended below, Borrower and Lender covenant and agree as follows:

COPY

1

SECTION 1

NOTE AND MORTGAGE MODIFICATION

1. (a) The parties hereto acknowledge and agree that Borrower has paid and Lender has received all monthly installments of interest due through August 1, 2016 at the rate for which provision is made in said Note.

(b) The parties hereto agree and acknowledge that the current principal balance due under the Note is \$0.00.

2. The Loan Agreement and the Note are modified to read as follows:

(a) Section 1(a) of the Loan Agreement is modified by extending the Maturity Date of July 1, 2016 to December 1, 2017 as the Maturity Date at which time all principal sums and accrued and unpaid interest shall become due and payable.

(b) Section 2 of the Note is amended by deleting July 1, 2016 and substituting December 1, 2017 as the Maturity Date under the Note.

(c) Section 1f.(ii)(B) of the Loan Agreement is amended by deleting the requirement that Borrower shall maintain, on an annual basis, the amount of \$1,500,000 in collected balances. Borrower shall be obligated to maintain its operating accounts with Lender.

SECTION 2

BINDING EFFECT, MISCELLANEOUS

1. Borrower hereby acknowledges and reaffirms its liability for the indebtedness evidenced by the Note, the Loan Agreement, and each of the various instruments and agreements evidencing and/or securing such consolidated indebtedness (collectively, the "Loan Documents") and acknowledges and agrees that no set-off, counterclaim or defense exists with respect to its liability under the Note and that no other claims against the Lender exist. Borrower hereby waives Borrower's right to raise any such set-off, counterclaim, defense or claim against the Lender arising out of occurrences prior to the date of this Modification Agreement.

2. All of the representations, warranties and covenants contained in the Loan Agreement are true and correct and as of the date hereof, are incorporated herein by this reference and are remade as of the date hereof.

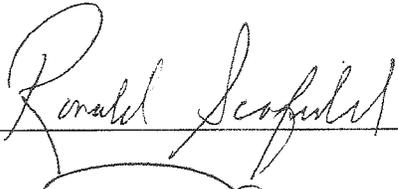
3. All other terms and conditions of the Loan Agreement, Note and other Loan Documents shall remain the same and in full force and effect except as specifically amended by this Modification Agreement.

4. This Agreement shall be binding upon Borrower and the Lender and their respective successors and assigns.

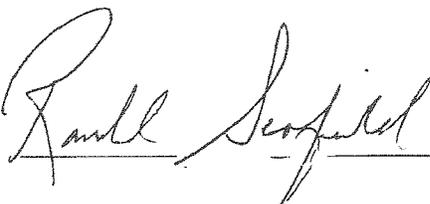
5. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument and either party hereto may execute this Agreement by signing any such counterpart

IN WITNESS WHEREOF, the undersigned have executed this First Promissory Note and Revolving Term Loan Modification Agreement as of the day and year first above written.

WITNESSES:



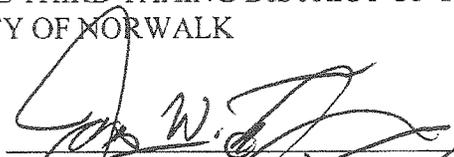






BORROWER:

THE THIRD TAXING DISTRICT OF THE
CITY OF NORWALK

By: 
Name: JAMES W. SMITH
Its: 

LENDER:

PATRIOT BANK, N.A., f/k/a PATRIOT
NATIONAL BANK

By: 
Name: BARBARA BUDWICK
Its: SENIOR VICE PRESIDENT

TERM REVOLVING PROMISSORY NOTE

\$500,000.00

July 12, 2013
Stamford, Connecticut

In consideration of such loans or advances ("Advances") as PATRIOT NATIONAL BANK, having its principal place of business at 1177 Summer Street, Stamford, CT 06905 ("Lender"), from time to time may elect to make hereon to or for the benefit of or at the request of THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK, having its principal address/principal place of business at 2 Second Street, Norwalk, Connecticut 06855 (the "Borrower"), the Borrower hereby promises to pay, if not sooner paid or demanded, on July 1, 2016, to the order of the Lender at its office at 1177 Summer Street, Stamford, CT 06905, in lawful money of the United States of America, the sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) or the aggregate unpaid principal amount of all Advances made by Lender to Borrower pursuant to a certain Loan Agreement dated of even date herewith (the "Loan Agreement") between the Borrower and Lender, plus any interest there on the unpaid principal balance. The unpaid balance of each Advance shall bear interest from the date thereof until paid and at the rate hereinafter provided in paragraphs 1.1 and 1.2 of this Note, together with all taxes assessed upon said sum against the holder of this Note (the "holder") and any costs and expenses, including reasonable attorneys' fees, incurred in the collection of this Note or in protecting or sustaining the lien of the mortgage securing this Note.

The unpaid principal balance hereon at any time shall not exceed FIVE HUNDRED THOUSAND AND 00/100 (U.S. \$500,000.00) Dollars pursuant to a certain VARIABLE RATE COMMERCIAL REVOLVING TERM LOAN AGREEMENT of even date herewith ("Loan Agreement") and shall be equal to the aggregate amount of all Advances then made less the aggregate amount of all payments then made thereon.

Any advances shall be conclusively presumed to have been made to and for the benefit and at the request of Borrower when (1) deposited or credited to an account of the Company with Lender, notwithstanding that such advance was requested, orally or in writing by someone other than Company or that someone other than Borrower is authorized to draw on such account and may or does withdraw the whole or any part of such Advance, or (2) made in accordance with the oral or written instructions of Borrower, or of any one of them if more than one, or of any one signing below for or on behalf of Borrower.

1.1 INTEREST RATE.

(A) This Note shall bear a variable interest rate on the unpaid balance from time to time outstanding at a rate to be determined under the provisions of this Paragraph until the entire principal balance of the indebtedness evidenced by this Note and all interest and other amounts from time to time payable under this Note shall have been paid in full as follows:

The outstanding principal balance of this Note shall bear interest at a variable interest rate per annum equal to the Lender's Base Rate, as hereinafter defined. The term "Lenders Base Rate" as referred to in this Note is the interest rate published in the Eastern Edition of THE WALL STREET JOURNAL in the "Money Rates" table as the "Prime Rate" in effect from time to time computed daily and payable monthly on the basis of a three hundred sixty (360) year and actual days elapsed.. If the said Prime Rate is published as a range, with a high and a low interest rate, the Lender's Base Rate shall be the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as the Wall Street Journal Prime Rate and is published in THE WALL STREET JOURNAL. The rate of interest under this note will change as of the effective date of each change in such Prime Rate. The current Prime Rate is 3.25%. If the Wall Street Journal shall cease to publish the Prime Rate in the Money Rates table of its Eastern Edition, the Lender shall choose an interest rate that in the sole and absolute discretion of Lender most closely approximate said Prime Rate and Lender may notify Borrower in writing of such designation, which rate shall be Lender's Base Rate from and after the date on which THE WALL STREET JOURNAL shall

have ceased to so publish the Prime Rate. If the Prime Rate is no longer published, the rate so designated by Lender, Lender's Base Rate may not be the lowest or most favorable rate charged by lender.

B) If Borrower fails to provide Lender evidence of any of the insurance coverage required under the loan agreement or security agreement securing this Note within five (5) days after demand by Lender, or any of the financial statements or any of the tax returns required annually by either Borrower, or any Co-Borrower or any Guarantor of this Loan as may be required under the provisions of the mortgage securing this Note by such date and time required under the mortgage securing this Note (the "Financial Information Due Date"). Lender shall increase the applicable interest rate and Floor Rate of this Loan, if any, by an additional one half of one per cent (0.50%) (an "Interest Rate Increase") on the applicable Financial Information Due Date as determined by Lender in its sole judgment. The imposition or collection of said Interest Rate Increase shall not, however, constitute a waiver of default or demand by Lender.

1.2 **INCREASE OF RATE.** Lender will increase the applicable interest rate of the Loan by one half of one per cent (.50%) if Borrower fails to arrange for regular monthly repayment of the Loan from the designated Deposit Account at Patriot National Bank or fails to maintain sufficient sums on deposit at all relevant times allowing Patriot National Bank to automatically debit Borrower's account on each payment due date in the amount of Borrower's monthly installment payment. If Lender is unable to transfer the amount necessary to make any payment due under this Note or if Maker cancels the automatic deduction of payments as provided in said AUTOMATIC PAYMENT ADDENDUM TO VARIABLE RATE NOTE the Interest Rate shall immediately increase by .050 percentage points as provided in said AUTOMATIC PAYMENT ADDENDUM TO VARIABLE RATE NOTE.

2. **REPAYMENT.** The entire outstanding principal balance of this Note, together with all unpaid and accrued interest and all other amounts due and owing pursuant to the terms of this note and the mortgage securing this note (the "loan") shall be due and payable without notice or demand on July 1, 2016 (the "Maturity Date"). During the term of the loan interest only shall be paid in consecutive monthly installments commencing on August 1, 2013 and on the first day of each month thereafter until the Maturity Date. All payments of principal and interest shall be made in lawful money of the United States which shall be legal tender in payment of all debts at the time of payment. Any check, draft or money order remitted in settlement of this note, may be handled for collection in accordance with the practice of the collecting bank or banks and shall not be deemed payment until the money is actually received by the holder of this note.

BORROWER ACKNOWLEDGES THAT THE REQUIRED MONTHLY PAYMENTS DO NOT INCLUDED SUMS ON ACCOUNT OF PRINCIPAL TO FULLY PAY THE PRINCIPAL DUE UNDER THIS NOTE BY THE MATURITY DATE AND THAT A SUBSTANTIAL PRINCIPAL PAYMENT SHALL BE DUE AT MATURITY. BORROWER ALSO ACKNOWLEDGES THAT THE LENDER HAS GIVEN NO ASSURANCES THAT THE LENDER WILL CONTINUE TO EXTEND CREDIT. BORROWER IS PREPARED TO FIND OTHER SOURCES FOR REPAYMENT OF THE SUMS DUE UNDER THIS NOTE AT MATURITY.

3. **APPLICATION OF PAYMENTS.** Payments will be applied (a) first to fully pay interest due and payable under the Note; (b) Second, to costs and expenses incurred by the holder in collecting this Note or in sustaining and/or enforcing any security granted to secure this Note and any other charges or amounts due under the Note or this mortgage; and (c) Third, the remainder will be applied to principal.

4. **LATE CHARGE.** Borrower shall pay the holder a late charge of five (5%) percent of any monthly installment not received by the holder within ten (10) days after the installment is due, to cover the additional expenses involved in handling such overdue installment. This charge shall be in addition to, and not in lieu of, any other remedy the holder may have and is in addition to any reasonable fees and charges of any agents or attorneys which the holder is entitled to employ in the event of default hereunder, whether

authorized herein or by law. Borrower will pay this late charge promptly by only once for each late payment.

5.1 DEFAULT. Upon the occurrence of any Event of Default (as hereinafter defined), the entire outstanding balance of this Note shall, at the option of the holder, become immediately due and payable without notice or demand, and in any event, interest shall immediately accrue at a "default rate" which means the rate of interest that is five (5) percentage points over the interest rate that the Borrower was paying immediately prior to such default. Notwithstanding any other provision of this note, interest under this note shall not exceed the maximum rate permitted by law; and if any amount is paid under this note as interest in excess of such maximum rate, then, the amount so paid will not constitute interest but will constitute a payment on account of the principal amount of this note. An Event of Default is defined as any one of the following: (i) default in the payment of any interest, principal or other amounts due hereunder during the term of this Note and such default continuing for a period of ten (10) days after the due date thereof; (ii) default in the payment of any principal or other amounts due at the end of the term of this Note; (iii) default in the performance of any of the other conditions or stipulations of this Note, thirty (30) days after notice thereof; (iv) the occurrence of any event of default as defined in the Loan Agreement or Mortgage securing this Note or any other obligation of the Borrower to the Lender in connection with the indebtedness evidenced by this Note or the breach of any provision of any Loan Agreement, or any other instrument securing this Note or any other agreement presently or hereafter existing between Borrower and Lender; (v) a default beyond any applicable notice or cure period in the payment or performance of any other obligation of Borrower (or any Guarantor of this Note) to the Lender; (vi) Lender believes that a material adverse change in the assets, liabilities, financial condition or business of Borrower or any Guarantor has occurred since the date of any financial statements delivered to Lender before or after the date hereof; or (vii) a determination by the Lender made in good faith and for any commercially sound reason, that is insecure or that the prospect of repayment is impaired.

5.2 CROSS-DEFAULT. Lender shall have the right to declare a default under this Note if there is a default under any other mortgage and note or notes from Borrower to Lender in effect at the time of any such default.

5.3 SUSPENSION OF PRINCIPAL ADVANCES THAT MAY BE ADVANCED UNDER THIS LOAN. If Borrower fails to provide to Lender evidence of any of the insurance coverage under any loan agreement or security agreement securing this Note within five (5) days after demand by Lender or if Borrower fails to provide to Lender any of the Financial Statements or any of the tax returns required annually by either Borrower or any Co-Borrower or any Guarantor of this loan as may be required under the provisions of the mortgage securing this Note by such applicable date and time required under the mortgage securing this Note (the "Document Due Date") as determined by the Lender in its sole judgment, Lender may suspend any advances of principal to which Borrower may be entitled under this Loan until such time as Borrower shall cure such failure, in Lender's sole determination. The imposition of this remedy shall not, however, constitute a waiver of default or demand by Lender.

6. PREPAYMENT.

Borrower may prepay the loan in whole or in part at any time without penalty or charge.

All prepayments of principal shall be accompanied by and applied first to the payment of costs and expenses, then to unpaid late charges and prepayment fees, then to accrued and unpaid interest and the balance on account of the unpaid principal. Any partial prepayments shall not affect the Borrower's obligation to make the regular installments required hereunder until the loan is fully paid

7. PREJUDGMENT REMEDY WAIVER.

BORROWER ACKNOWLEDGES AND REPRESENTS THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND THAT THE PROCEEDS OF THE LOAN SHALL NOT BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

BORROWER AND ANY SUBSEQUENT ENDORSER, GUARANTOR OR OTHER ACCOMMODATION BORROWER HEREBY VOLUNTARILY WAIVE ANY RIGHTS TO NOTICE OR HEARING UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES AS NOW OR HEREAFTER AMENDED, OR AS OTHERWISE REQUIRED BY ANY LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY ELECT TO USE OR WHICH IT MAY AVAIL ITSELF. THE BORROWER FURTHER WAIVES, TO THE GREATEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISEMENT, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS. THE BORROWER FURTHER WAIVES ANY REQUIREMENTS THAT LENDER OBTAIN A BOND OR ANY SIMILAR DEVICE IN CONNECTION WITH THE EXERCISE OF ANY REMEDY OR THE ENFORCEMENT OF ANY RIGHT HEREUNDER PERTAINING TO THE LOAN.

8. DELAY IN ENFORCE

The liability of Borrower and any subsequent endorser, guarantor or other accommodation Borrower under this Note is unconditional and shall not be affected by an extension of time, renewal, waiver or any other modification whatsoever, granted or consented to by the holder. Any failure by the holder to exercise any right it may have under this Note is not a waiver of the holder's right to exercise the same or any other right at any other time.

9. CHANGES.

No agreement by the holder to change, waive or release the terms of this Note will be valid unless it is in writing and signed by Borrower and the holder.

10. WAIVER, JURY TRIAL.

BORROWER AND ANY SUBSEQUENT ENDORSER, GUARANTOR OR OTHER ACCOMMODATION BORROWER WAIVE PRESENTMENT, DEMAND AND NOTICE OF DISHONOR, TOGETHER WITH ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE OR UNDER ANY AGREEMENT, INSTRUMENT OR OTHER DOCUMENT CONTEMPLATED HEREBY OR RELATED HERETO AND IN ANY ACTION DIRECTLY OR INDIRECTLY RELATED TO OUR CONNECTION WITH THE OBLIGATIONS PROVIDED FOR HEREIN, OR ANY CONDUCT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF SUCH OBLIGATIONS OR ARISING FROM THE DEBTOR/CREDITOR RELATIONSHIP OF THE PARTIES HERETO. THE BORROWER ACKNOWLEDGES THAT THIS WAIVER MAY DEPRIVE IT OF AN IMPORTANT RIGHT AND THAT SUCH WAIVER HAS KNOWINGLY AND VOLUNTARILY BEEN AGREED TO BY THE BORROWER.

11. CONNECTICUT LAW.

The provisions of this Note shall be governed by the laws of the state of Connecticut.

12. JURISDICTION AND VENUE.

Any action or proceeding to enforce or defend any rights under this Note or under any agreement, instrument or other document contemplated hereby or related hereto; directly or indirectly related to or connected with the Loan or the administration or enforcement thereof; or arising from the debtor/creditor relationship of the Borrower and the Lender shall be brought only in the Superior Court of Connecticut or the United States District Court for the District of Connecticut. The parties hereto agree that any proceeding instituted in either of such courts shall be of proper venue, that such courts shall have personal jurisdiction over the parties and that any and all pleadings, summons, motions and other process in such

proceeding shall be fully and effectively served when transmitted by United States Mail (registered or certified), postage and registry fees prepaid. Any judgment or decree obtained in any such action or proceeding may be filed or enforced in any other appropriate court.

13. RIGHT OF SET-OFF.

Upon the occurrence of any Event of Default, the Lender shall have the right to set-off against the Loan all of Borrower's deposits, credits and property now or hereafter in the possession or control of the Lender, its agent or bail or in transit to it. The Lender may apply the same, or any part thereof, to the Loan without prior notice or demand.

14. INVALIDITY.

If any provision of this Note or the application of any provision to a person or circumstance shall be invalid or unenforceable, neither the balance of this Note nor the application of the provision to other persons or circumstances shall be affected.

15. JOINT AND SEVERAL LIABILITY. BINDING EFFECT

This Note and all obligations hereunder, to the extent signed by more than one party, shall be the joint and several obligations of each Borrower, and any endorsers or other accommodation Borrowers, and each provision hereof shall apply to each and all jointly and severally. The provisions of this Note are binding on the successors and assigns of Borrower and shall inure to the benefit of the Lender, its successors and assigns and to subsequent holder of this Note.

16. INTERPRETATION.

Captions and headings used in the Note are for convenience only. The term "Borrower" and any pronoun referring thereto as used herein shall be construed in the masculine, feminine or neuter as the context may require. The singular includes the plural and the plural includes the singular. "Any" means any and all.

17. RECOVERY OF PAYMENT.

To the extent the Loan is reduced or paid in full by reason of any payment to the Lender by Borrower such prepayment shall reserve the principal of this Note which may be again advanced by the Lender under the provisions of the Loan Agreement upon which interest may be charged at the applicable rate set forth in this Note and shall be considered part of the Loan evidenced by this Note, payable in full on the maturity Date and all terms and provisions of this Note shall thereafter apply to same.

18. NO VIOLATIONS OF GOVERNMENTAL PROHIBITIONS. Neither the making of the Loan, nor the receipt of Loan proceeds by Borrower, violates any Law applicable to Borrower, including, without limitation, any of the Terrorism Laws. Neither the making of the Loan, nor the receipt of Loan proceeds by Borrower (a "Principal Party") violates any of the Terrorism Laws applicable to any of the Principal Parties. To Borrower's best knowledge, no holder of any direct or indirect equitable, legal or beneficial interest in Borrower or any Principal Party is the subject of any of the Terrorism Laws. No portion of the Loan proceeds will be used, disbursed or distributed by Borrower for any purpose, or to any Person, directly or indirectly, in violation of any Law including, without limitation, any of the Terrorism Laws. As used in this Agreement, the term "Terrorism Laws" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), and the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of any

Governmental Agency (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other States or localities.

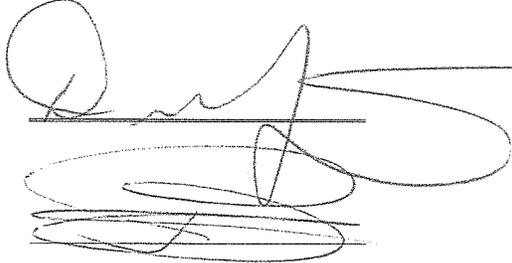
19. **COMPLIANCE WITH GOVERNMENTAL PROHIBITIONS.** No portion of the Loan proceeds will be used, disbursed or distributed by Borrower for any purpose, or to any Person, in violation of any Law including, without limitation, any of the Terrorism Laws. Borrower shall provide Lender with immediate written notice (a) of any failure of any of the representations and warranties set forth in Section 17 of this Note to be true, correct and complete in all respects at any time, or (b) if Borrower obtains knowledge that Borrower, or any holder at any time of any direct or indirect equitable, legal or beneficial interest in Borrower is the subject of any of the Terrorism Laws. Borrower shall immediately and diligently take, or cause to be immediately and diligently taken, all necessary action to comply with all Terrorism Laws and to cause the representations and warranties set forth in Section 17 of this Note and, if applicable, in Section 3.5 of the Guaranty to be true, correct and complete in all respects.

20. **SECURITY.**

This Note is secured by a Loan and Security Agreement of even date on all assets of the Borrower, including equipment, accounts receivable and other assets of the Borrower as further described in said Loan and Security Agreement.

Signed, Sealed and Delivered in the Presence of:

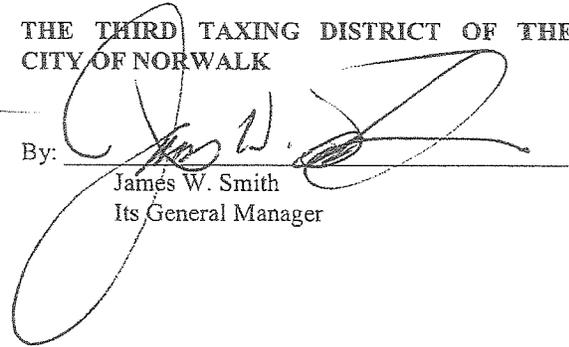
WITNESSES:

The block contains several handwritten signatures in black ink, which are somewhat illegible but appear to be scribbled over lines, likely representing the signatures of witnesses.

THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK

By:

James W. Smith
Its General Manager

A large, stylized handwritten signature in black ink, which appears to be 'James W. Smith', is written over a horizontal line. Below the line, the name and title are printed.

AUTOMATIC PAYMENT ADDENDUM TO NOTE

Loan #
Qualifying Account # _____

Borrower(s): **THE THIRD TAXING DISTRICT OF THE CITY OF
NORWALK**

Property Address: N/A

Loan Amount: **\$500,000.00**

This Automatic Payment Addendum to Note ("Addendum") is made this 12 day of July, 2013 and is incorporated into and shall be deemed to amend and supplement that certain Term Revolving Promissory Note of the same date, as executed by the undersigned ("Borrower") in favor of Patriot National Bank ("Lender") in connection with the real estate loan ("Loan") described above.

Patriot National Bank is authorized to increase the Interest Rate now in effect on the above described Loan by one half of 1% (0.50%) if the Maker has not established and continues to maintain the above designated account and to authorize automatic debits from that account (the "Qualifying Account") for the purpose of making loan payments. If the Loan is an adjustable rate mortgage loan, the Maker understands the amount of the automatic debit will change to correspond to the required changes in the amount of the monthly payments due under the Note. Because of the implementation of this preferred interest rate to the Loan, beginning with the first monthly payment due and payable after the date of this Addendum, monthly payments of interest due under the Loan shall be adjusted.

This arrangement may be terminated upon the occurrence of any of the following:

1. There are insufficient collected funds in the Qualifying Account to make the full payment on the due date of any monthly loan payment. In such event, the Borrower may also be subject to possible late charges and other consequences of a late payment as stated in my Loan documents, as well as additional charges in connection with the Qualifying Account.
2. The Qualifying Account or the automatic payment authorization agreement is cancelled by any party for any reason.

Effective on the first day of the month following the occurrence of any of the foregoing events, the Lender will be entitled to increase the interest rate on my Loan by

one-half of one percentage point (0.50%). This increase will not be subject to any interest rate limitation stated in the Loan documents except that the interest rate may not exceed the maximum interest rate allowed by law. Upon any increase in the interest rate, monthly payments of interest will be increased to an amount sufficient to repay the Loan at the new interest rate over the remaining term of the Loan in substantially equal payments. The change in the interest rate will not change the Maturity Date.

In the event the rate changes in accordance with the terms of this Rider, Lender may charge a fee of \$500.00 to cover the costs associated with re-calculating the loan payments for the remaining term and modifying its internal records. The Borrower agrees to execute any documents reasonably requested by the Lender to affect such change.

In its sole discretion, the Lender may decide not to exercise its right to increase the rate. In such case, the lender shall not waive its right to do so later. Once this arrangement is terminated it will not be reinstated.

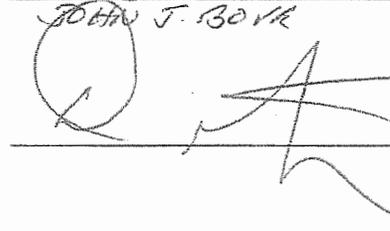
Except as expressly stated in this Agreement, all other terms of the Loan documents shall remain in full force and effect.

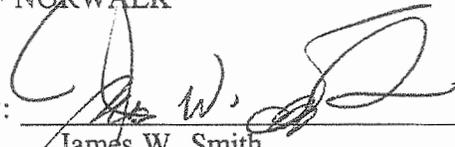
WITNESSES:

BORROWER(S):

THE THIRD TAXING DISTRICT OF THE CITY
OF NORWALK



JOHN J. BOVIK


By: 

James W. Smith
Its General Manager

GENERAL MANAGER'S REPORT
(Note Page)

From: Deb Goldstein
Sent: Wednesday, March 21, 2018 3:25 PM
To: Pamela Parkington; David Brown; Johnnie MaeWeldon; pete1020j@gmail.com; Kevin Barber; Ron Scofield; Cynthia Tenney
Subject: Update on Mayor's Design Advisory Committee Meeting TODAY 3/21/18
Attachments: 2018 Mayors Walk Bridge Design Advisory Committee Report Of Meeting (02.15.2018).pdf; 18-0321 walk bridge DAC meeting agenda with CTDOT(03.21.2018).docx

This morning, despite the declaration of a snow emergency, the Mayor's Walk Bridge Design Advisory Committee met at the Walk Bridge Project Welcome Center, 20 Marshall Street.

Though the meeting notice was sent out on March 12th, one day after I followed up with Susan Prosi (the project manager), I was left off of the distribution list. I did not find out until yesterday that a meeting was scheduled for today. Susan insists that this meeting is not subject to FOI and therefore there is no way to know about the meeting without the notice.

No advance materials were provided, beyond an agenda and a record of meeting from the February meeting (attached).

Parking was difficult, given the snow emergency, as you might imagine. The covered lot was full when I arrived and I found parking on the street near a meter, which meant I could not stay to the end of the meeting. I took pictures of the presentation, so that you can have an idea of what was presented, and where the design is heading, but no consensus/decision was made on anything as of the time I departed the meeting. I will try to get an update from Sue Prosi as soon as possible.

I put the pics in a power point (also attached), so you can get a sense of the evolution of the design.

Again, I want to brainstorm with the rest of the commission on ways to seek input from the community--something that is severely lacking from the various stakeholders attending this meeting. Engineering puts a lot of limits on what can be done with the structural elements (ie the steel), but now that they are getting close to arguing about color and lighting, I think its important that people understand what is being proposed. We are going to have to live with this view for decades...

Can this update go on the agenda for the next meeting for purposes of discussing outreach?

Debora Goldstein
Commissioner

Third Taxing District - City of Norwalk
2 Second Street | Norwalk CT 06855

Main: 203-866-9271 | Direct: 203-252-7214 | Outages: 203-663-6875

For information about our services and community events, please visit our website at www.ttd.gov

*****IF THIS NEEDS AN IMMEDIATE REPLY, PLEASE CALL TO ALERT ME OF AN URGENT EMAIL. IF YOU NEED SOMETHING REVIEWED PROMPTLY, PASTE INTO THE BODY OF THE EMAIL TO EXPEDITE. *****

LEGAL NOTICE: Certain communications or records received by or sent from this electronic mail account may be subject to public disclosure pursuant to the Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et seq.

Purpose of Meeting	Date of Meeting
<i>Walk Bridge Replacement Design Advisory Committee Meeting Project Number 0301-0176</i>	03.21.18 Call-in information No Call-in provided
Location	Time
Walk Bridge Welcome Center 20 Marshall Street Norwalk	10:00 am. to 11:30 a.m. (EDT)

AGENDA

1. Introductions and purpose of meeting
 - Review of Lift Span Tower design refinement and other project features
2. Recap of previous meeting:
 - Lift Span Tower Base options
 - Introduction of Lift Span Tower arch form
3. Refinement of Lift Span Tower arch form
4. Lift Span Substructure
5. Machinery enclosure features
6. Approach Span railing update
7. Open Discussion
8. Action Items
9. Future Meetings

CONNECTICUT DEPARTMENT OF TRANSPORTATION
Walk Bridge Preconstruction
0301-0176/0180/0181

REPORT OF MEETING
Norwalk Design Advisory Committee - 009
February 15, 2018

IN ATTENDANCE

Beinfeld, Bruce	Beinfeld Architecture PC
Burns, Lisa	City of Norwalk
Collins, Bill	City of Norwalk
King, Laoise	City of Norwalk
Prosi, Susan	City of Norwalk
Sweitzer, Susan	City of Norwalk
Valadares, Vanessa	City of Norwalk
Wrinn, Michael	City of Norwalk
Fallon, James	Connecticut Department of Transportation
Hanifin, John	Connecticut Department of Transportation
Brown, Christian	HNTB
Harrell, Greg	HNTB
Miguel, Jesse	HNTB
Gaylord, Tim	Norwalk Arts Commission
Bryant, Tod	Norwalk Preservation Trust
Morgue, Kim	Spinnaker Real Estate Partners
Rust, Steven	Theatre Projects Consultants
Goldstein, Debora	Third Taxing District

Item No.	Business Items / Action Items:	BIC	Due Date	Status
Introduction				
009.01				Closed
Report of December 14, 2017 Meeting Minutes				
009.02				Closed
Recap of Design Progress by CTDOT and Consultants				
009.03	John Hanifin mentioned the previous meeting's discussion, receipt of the Design Advisory Committee's (DAC) two sketch concepts for review and evaluation, currently in the 60% design phase with the package due in April.			Closed
	Sue Prosi stated that key decisions were made: the tower design is the vertical leg instead of the chorded rear leg, and the Machinery/Electrical room will be single-story (in lieu of the 2-story concept).			

Design Options for Discussion

009.04 Tower

Closed

Jesse Miguel presented the 3 selected tower options, each with two approach span aesthetics design (railing or fascia truss), and were listed as View #1 (2-bay base option), View #2 (2-bay with ribbon truss at portal level and top of tower) with tower leg extensions (spires) above the roof, and View #3 (3-bay option). Greg Harrell noted that the machinery room shown in the renders were placeholders, with the machinery room components such as the overhead crane, are still in evaluation.

Chris Brown recapped the design process of the bridge; that constructability, engineering cost and the evaluation of the design for a tall tower that was requested to meet a height up to 200 ft. (from base elevation of 0 ft., with the water level at high tide at 4 ft. Top of roof is at 170 ft. - 180 ft., with the tower spires up to 20 ft. Lisa Burns stated the tower height was a big piece, and asked of the 50 Washington Street building height (12 stories, with roof estimate to 150-180 ft. tall.

Bruce Beinfield expressed a little bit of disconnect. He thought we would explore his design concepts with more lighter members with the idea of different architectural expression, and none of the presented options showed his ideas. Chris Brown stated that HNTB had evaluated his ideas for additional bracing and tower extensions above the roof, reviewed the actual structural members, and created several concepts that also included Bruce's ideas.

Jim Fallon explained that HNTB did all that and created several concepts, and had CTDOT's upper management review them for maintenance, cost, structural and stated that the additional bracing and roof extensions had a lot of unnecessary members, and were willing to endorse the 3 options presented. The additional bracing on the tower made the structure look bulkier, not lighter, and come down to cost and enduring maintenance issues. When asked who the upper management was, Jim replied that it is the Chief Engineer of CTDOT, Jim Redeker.

Sue Prosi added that the cost is a significant issue at CTDOT and also with the Federal government, with projects being postponed and delayed (placed on a watch list). She continued that the funding of this bridge is a priority, with efforts made to fund the Walk Bridge and accommodate the aesthetic part.

Debora Goldstein stated that if feedback was wanted, why are they not answered. Debora felt that the public and the community did not like the look of the bridge (still looks the same in all presentations), and if the design advisory committee was asked to review it and requested something looking light, suddenly because of engineering that can't be achieved.

Laoise King mentioned that looking at the three options, they all looked the same. She stated that an "iconic bridge" was needed, one that did not look like other bridges. She gave an example of the Tomlinson Bridge in New Haven, saying she is not a fan of the "4-poster" bed extensions, and asked why it can't look like Sacramento (Bill Collins held up an image of that bridge). Bruce Beinfield restated on the process that the DAC has been asked to comment on individual pieces only (approach spans, piers, tower elements, elevators).

Bill Collins asked who is in charge of the project, and doing due diligence. He spoke with the Coast Guard and was told they had not received applications for the permit for this bridge. He questions the required 60 ft. clearance, how much weight needs to be given for a boat with a 60 ft. mast. Chris Brown answered that the Coast Guard is aware of this project and has been since the start, and have been providing guidance through the design process and application needs, the required navigation and clearance for all navigational channels, and that the permit is issued when the design is finalized. Jim Fallon explained all processes (environmental impact, FONSI, meetings with stakeholders and the community). The bridge type studies (fixed bridge, movable) have gone through the environmental process to select the preferred alternative (white papers).

Kim Morque asked that with all the latest studies for the tower options with the three presented, can the other options be shown to get an understanding as to how CTDOT came to their choices. Chris Brown showed all the options including the multi-braced, and stated that all the members are the same. The lift span design has to stay as is (was presented at the December 2017 meeting), with the look in reference to the existing swing-span truss bridge, with the gussets sculpted with a curved versus a polygonal rigid gusset plate. As a bridge the function dictates with form following ("form follows function", a term coined by American architect Louis Sullivan, who Frank Lloyd Wright had worked for and revered). The desire for the tower was to reflect the look of the lift span truss in the side bracing.

Greg Harrell presented the idea of the look of the tower front, and gave a brief engineering lesson of the need to efficiently transfer the weight on the machinery room components (sheave, bearings, trunnions), to the outside front tower columns, and explained that this has been studied with various configurations. He then showed an elevation comparison between the current x-bracing with horizontal and vertical elements and a proposed utilizing an arch spanning over the tracks that can distribute the load as required structurally, also creating an iconic lift bridge tower design. Greg then presented a 3D that showed this tower concept with the arch, and this solution was met with overall approval from the committee, Bruce citing it an "elegant option".

Chris Brown was asked by the committee that since the team has been responding to their proposed ideas, what elements the design team were for and against. Chris mentioned that elements that are not structurally necessary, but more extraneous additional elements that did not complement the structure, such as the additional extensions over the roof, the exterior "x-bracing" at the machinery room, the façade trusses at the approach spans.

The DAC overwhelmingly liked the arch concept at the front and back of the lift span towers, with discussion of the look of the side of the towers (lighter or heavier bracing?). Lisa asked if the tower can have a cladding material (like Sacramento). Kim Morque asked if an architectural mesh of screen can be used to cover the tower (similar to the Fore River Bridge in Boston). These will be taken under advisement to explore the possibilities.

009.05 Approach Girder Options

Closed

The DAC also approved the railing design options of the approach spans, versus the façade truss (Jesse Miguel stated the

railing was based on the designs by the Berlin Iron Works, the engineers of the existing Walk Bridge, who had designed and built several bridges across CT with this railing design. Request for close up views of the approach spans with the railing design to really be able to see it (possible railing design that may reflect the arch to explore).

009.06 Bridge Coating and Color, Lift Span Pier Aesthetic Treatment Closed

No discussions on the bridge coating and color (after meeting, Sue Prosi had the Federal color deck; HNTB mentioned the Federal Color 17178 to match what is being proposed for the metallized).

No discussion on Lift Span Pier (Greg Harrell presented it with the 3D model, showing pier design that complimented the look of Pier 1).

Questions and Answers

009.07 Mostly covered in the Top of Tower discussion. Closed

Jim Fallon stated the current tower design presented will be investigated and refined, and the team will concentrate on the tower design, lift span, approach spans from all views, including color, material and lighting for the next DAC meeting.

Next Meeting

009.08 Sue Prosi mentioned that the next meeting should be scheduled in 3 weeks, allowing time to address the latest design after comments, and the team agreed to meet the target dates. Closed

We believe this Report of Meeting accurately reflects what transpired at this meeting. Unless notified in writing to the contrary, within ten (10) days after receipt, we will assume that all in attendance concur with the accuracy of this transcript.

Submitted By: Christian Brown 

Reviewed By: John Hanifin

Cc: All in Attendance

HNTB - Covino, Robin

Mayor's Walk Bridge Design Advisory Committee

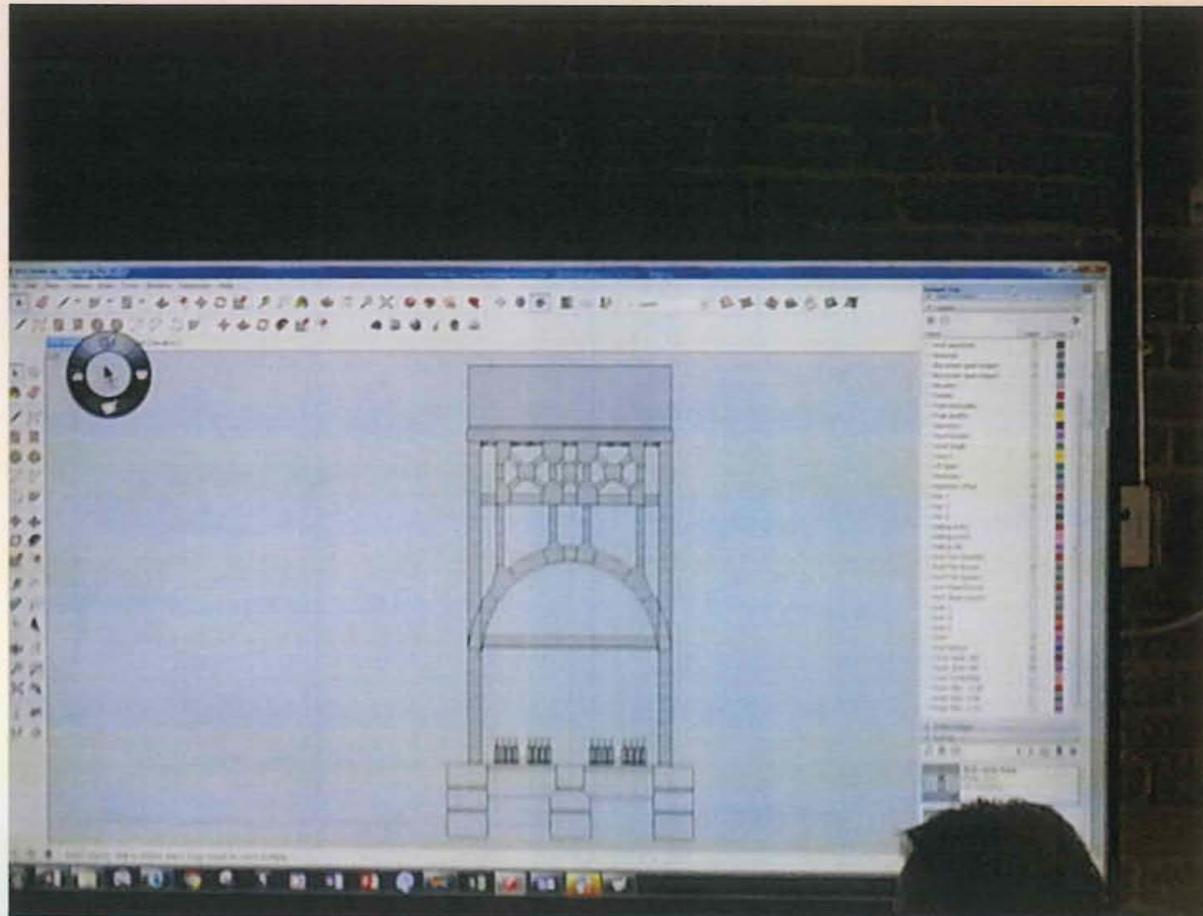
March 21, 2018

Walk Bridge Welcome Center
20 Marshall Street

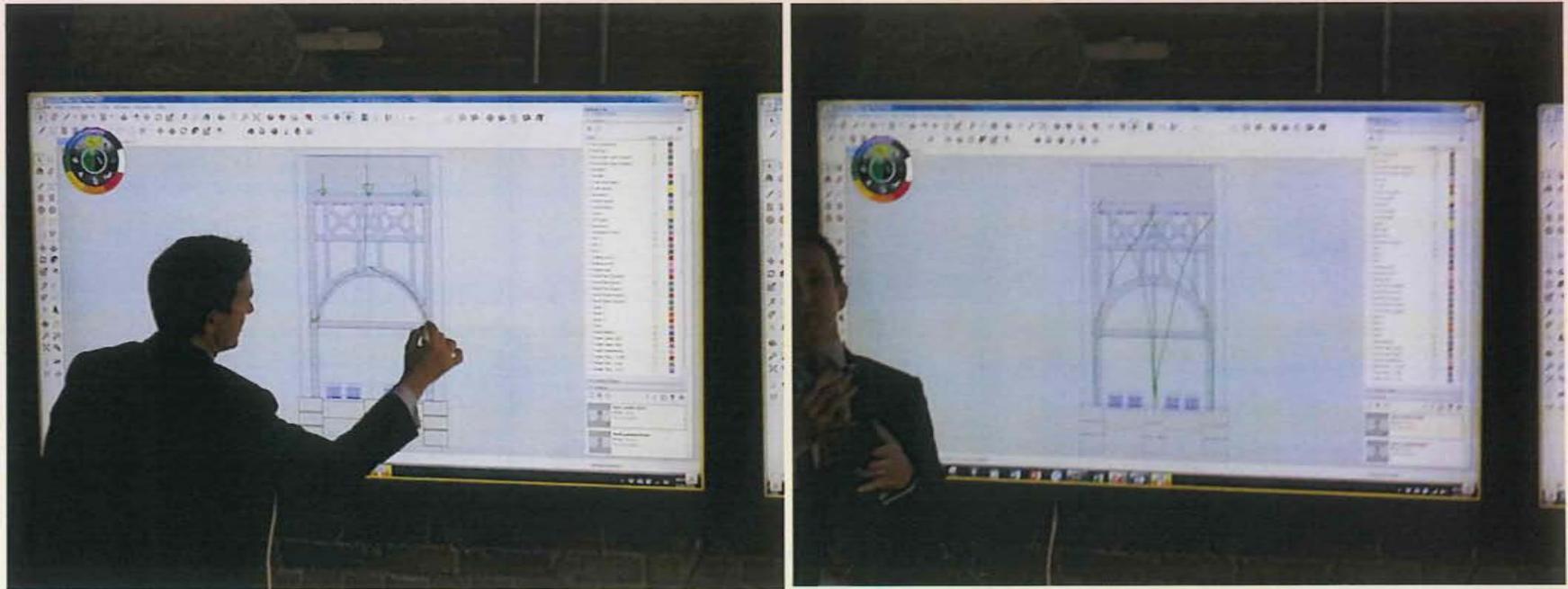
Awaiting Stragglers – Snow Emergency in Norwalk – No advance drawings, so I took pictures



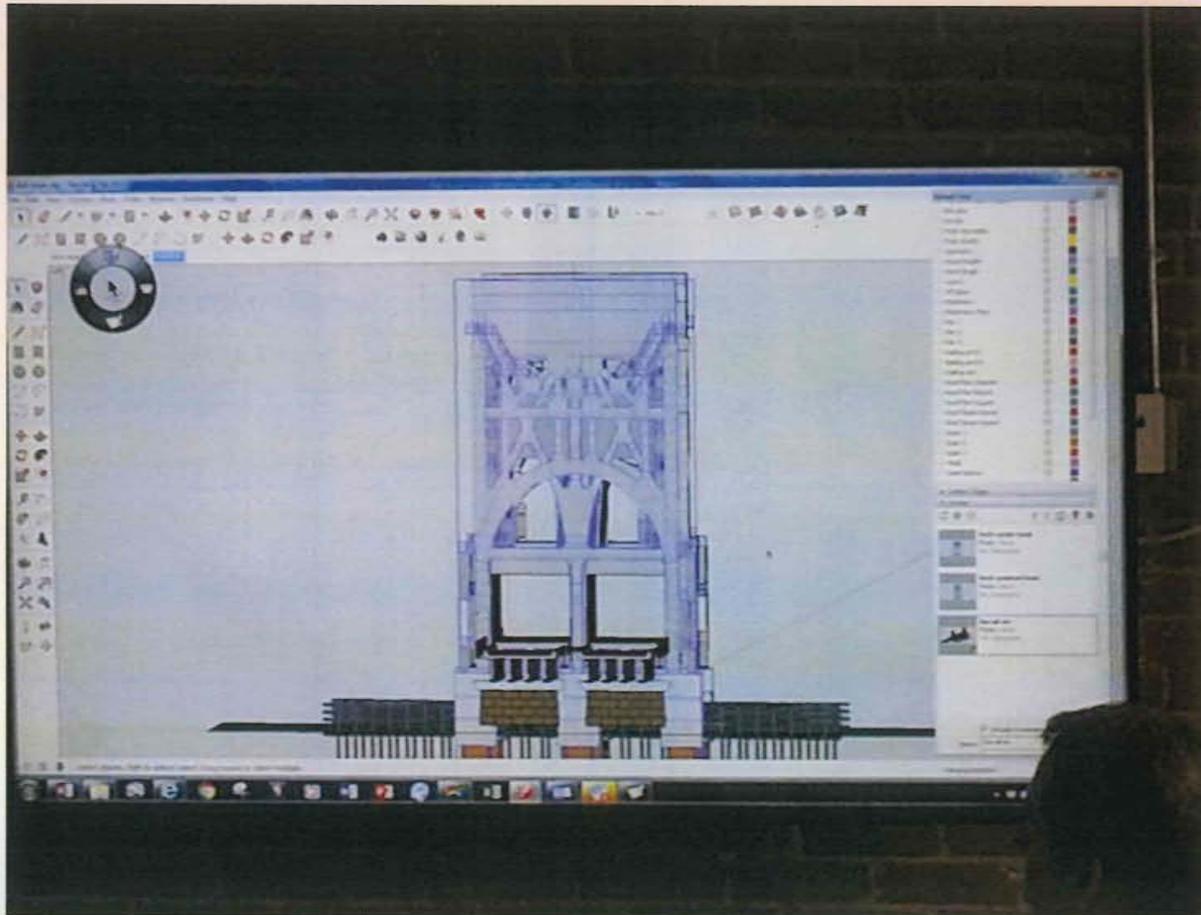
Engineer shows concept arising from consensus at last meeting, but...



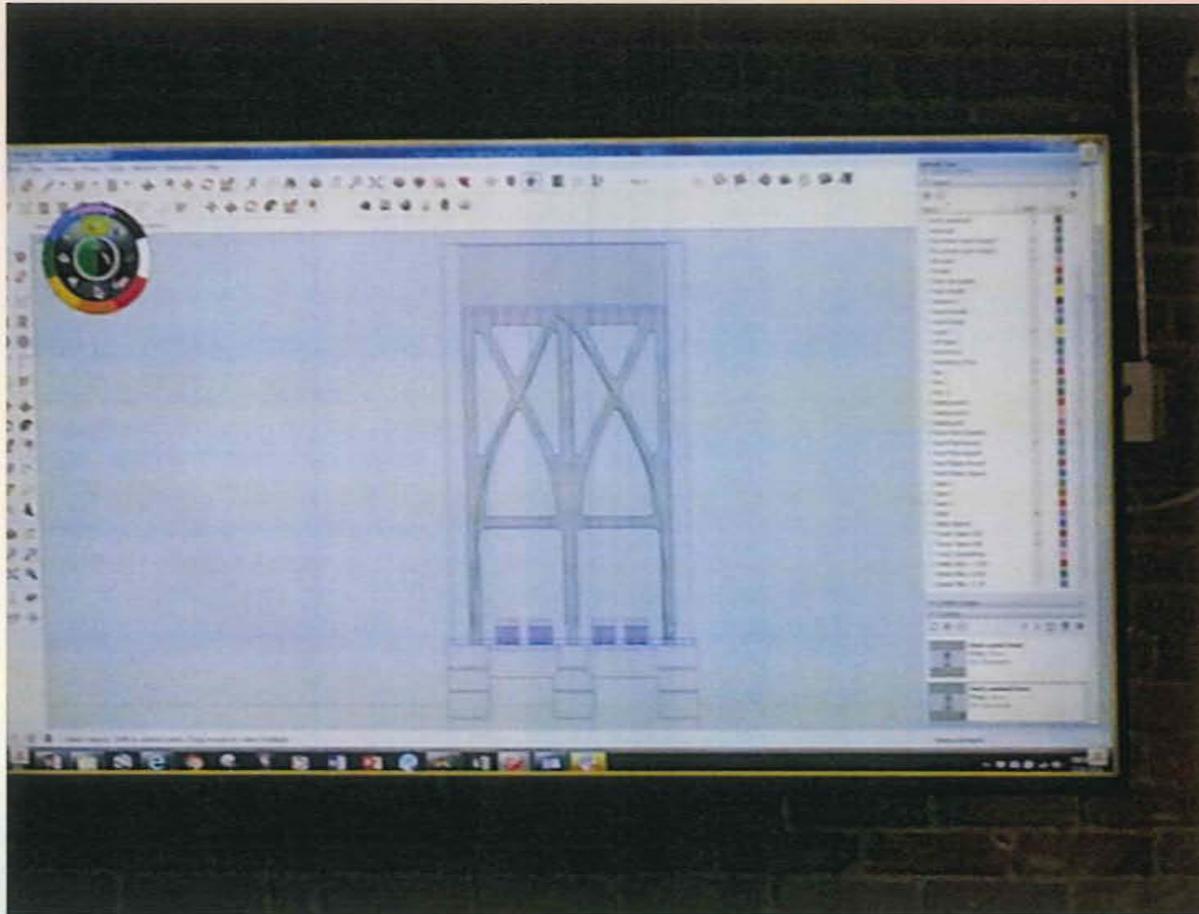
Engineering issues meant arch couldn't be clean, cross bar and vertical elements required...



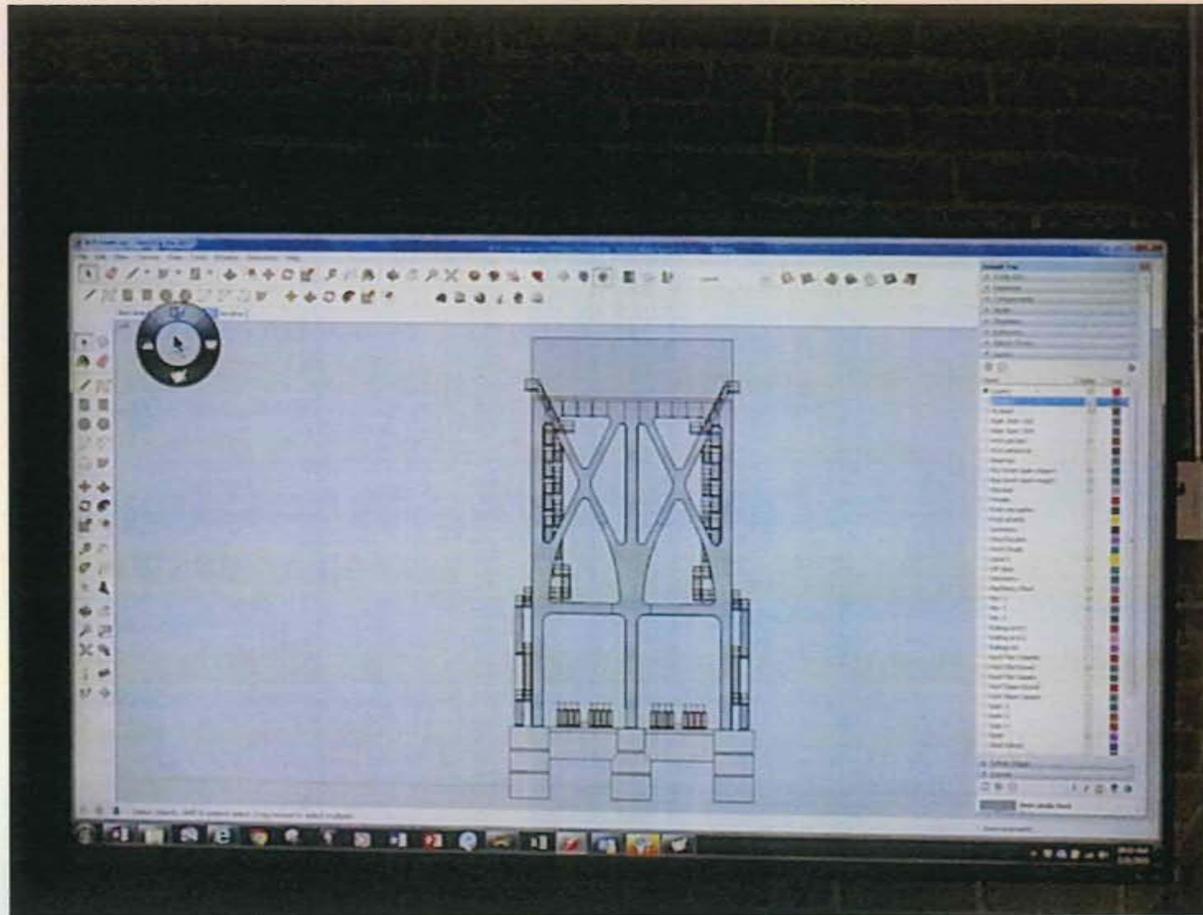
Arch concept filled out with other construction elements, front view...



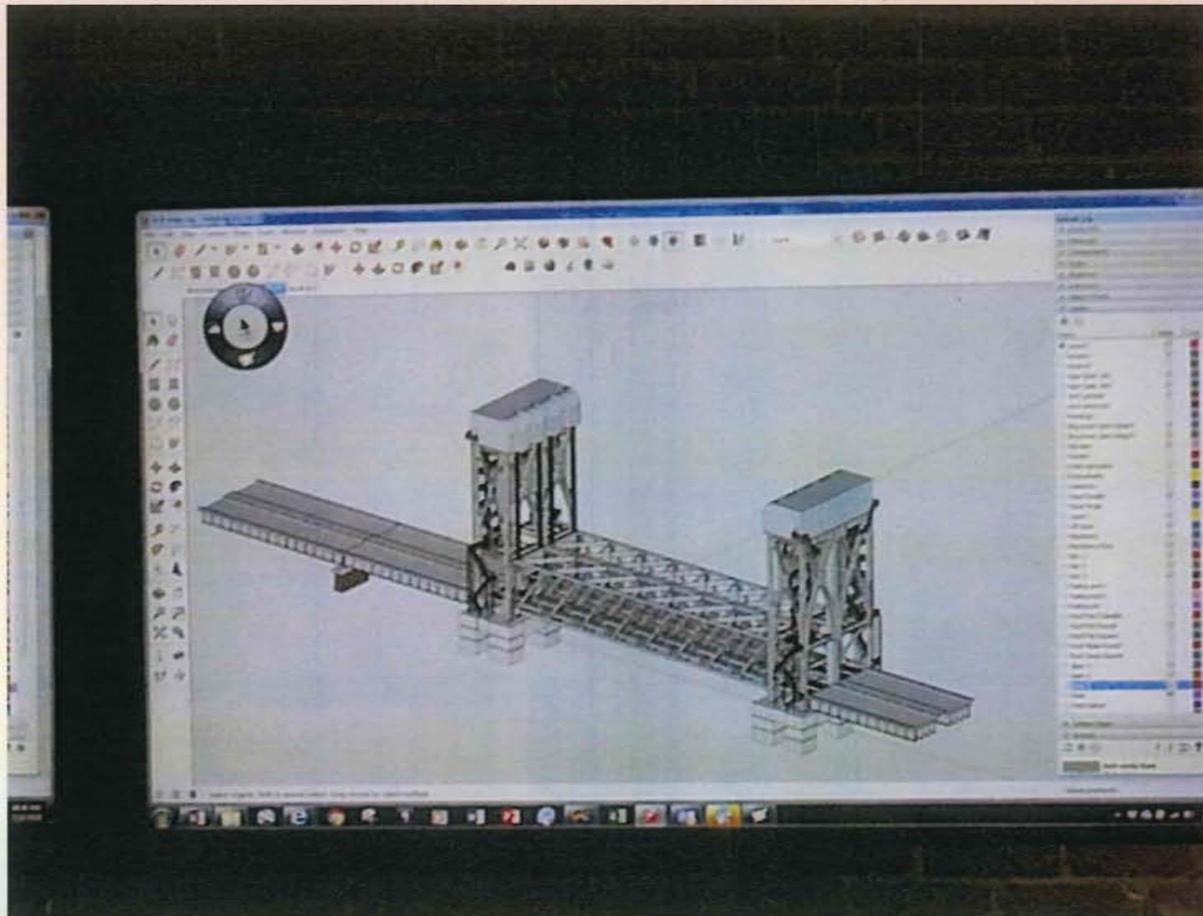
Newer concept introduced...



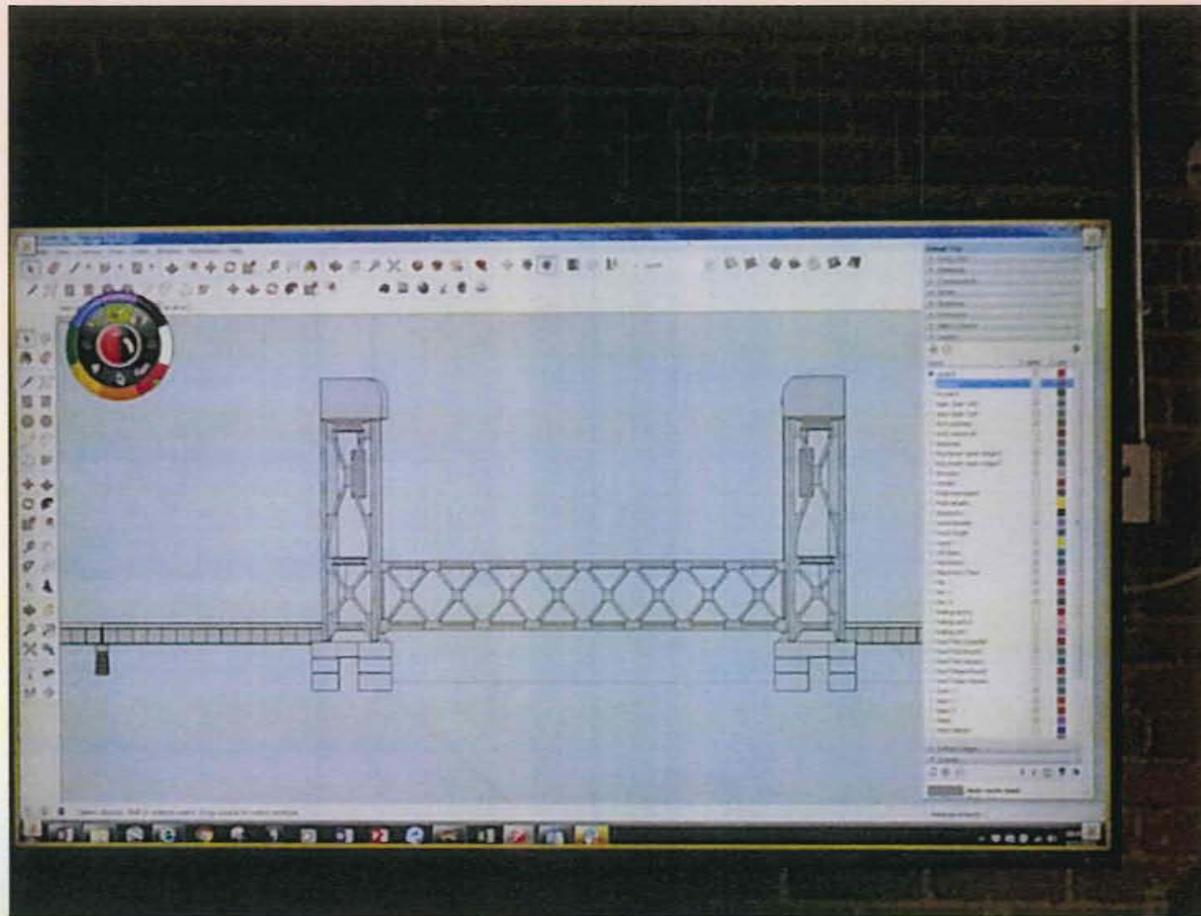
Cathedral Arch concept allowed narrower taller tower and resulted in better, more compact machine room (placeholder in drawing)



Cathedral arch concept, long view, filled out, arch on side of tower



Less busy view of cathedral arch replicated on side of tower



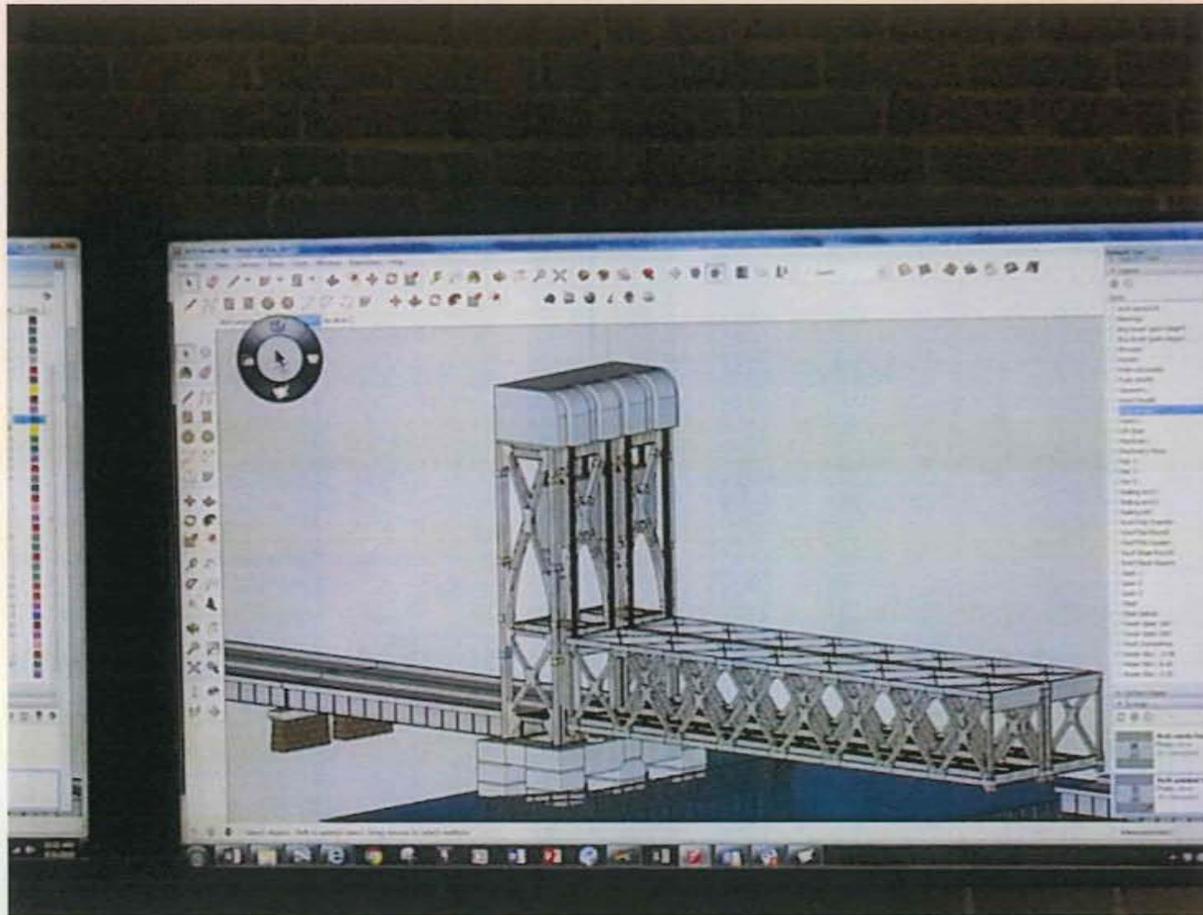
Lengthy discussion of color and surface materials, no pics

- The DOT members advised the committee that they were going to use some sort of textured stainless steel for the machine room and “metalized” “aluminumized” coating for the rest of the tower, resulting in a uniform silvery-grey color for both surfaces.
- The group objected to a decision made without consultation with the committee, as well as a decision that did not include possible selection of a color option for the bridge.
- Mr. Fallon informed the group that painting the bridge would be costly (several million dollars) and would only last a decade or so before needing to be repainted. He said that the additional engineering costs of the cathedral arch concept made the extra cost for paint unlikely to be approved.
- The engineers pointed out that the group’s expressed preference for (possibly) colored lighting (NOT decided yet) on the exterior made a neutral color a better choice as a background for lighting.
- More objections to the process. One member observed that funding for lighting in the future could become victim to budget cuts, making the paint color the default color for the bridge.
- Another member asked why the aluminized metal surface couldn’t be tinted, like old-fashioned drinking tumblers. Engineers said tinting the glaze was possible, but that we were now in Federal standards territory. They had received approval for the silvery-grey color, and only a handful of other tints were possible (no samples available).
- The committee reiterated that they disliked approving one element at a time, as this had produced bad results when combined together, and that we had understood color and/or lighting were not going to be discussed until the structural elements were done.

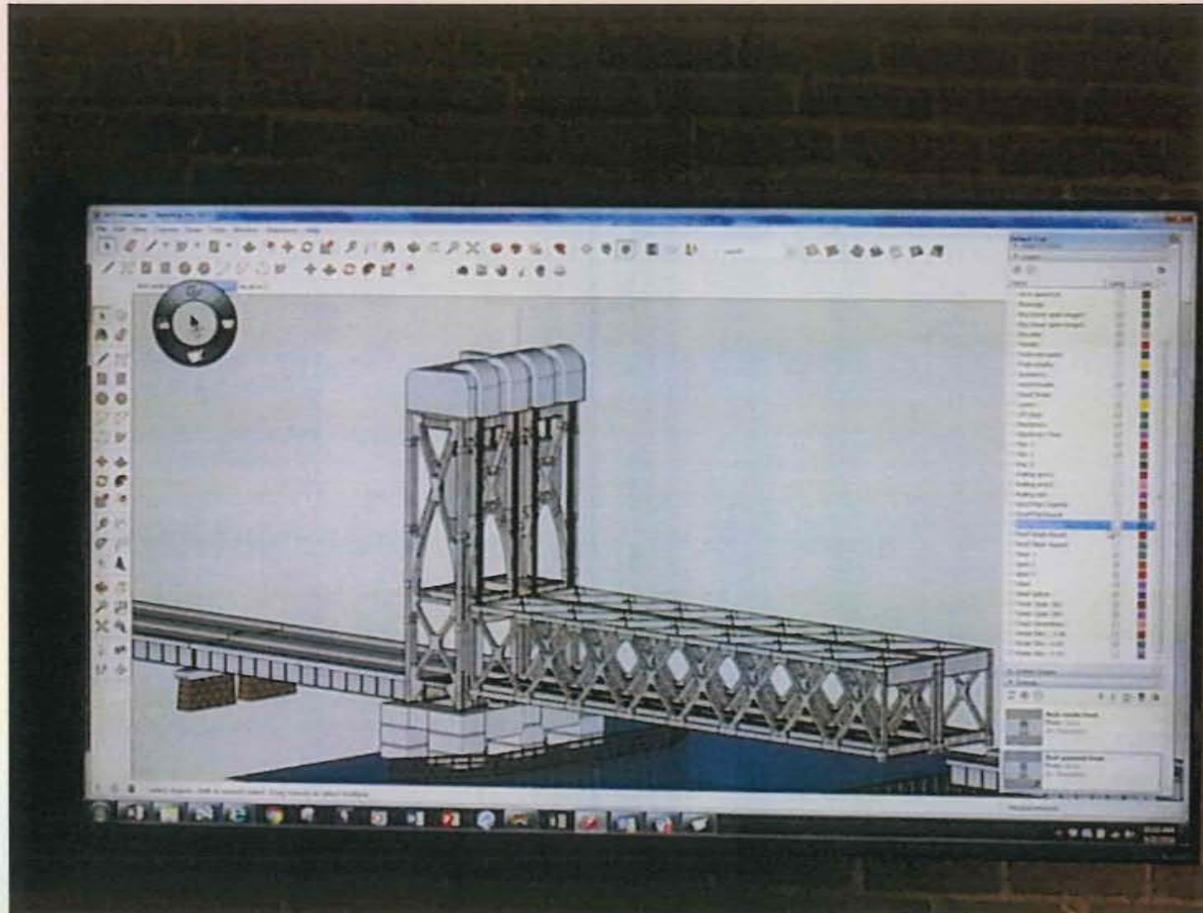
Newer tower top concepts compatible with narrower tower – flat top, one bump-out for each track



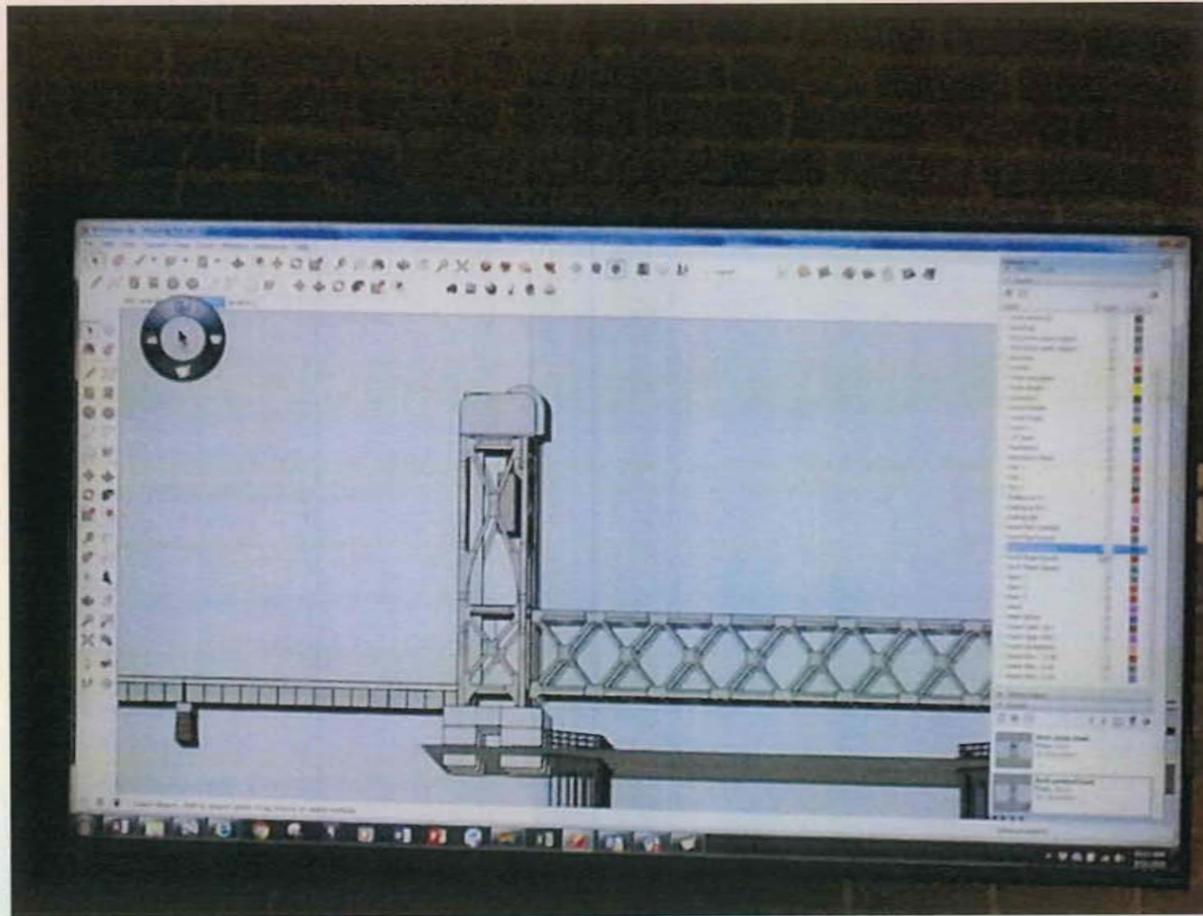
Newer tower top concepts compatible with narrower tower – flat top, two bump-outs for each track



Newer tower top concepts compatible with narrower tower – tapered top, two bump-outs for each track



Newer tower top concepts compatible with narrower tower – tapered top, two bump-outs for each track (side view)



That's all I've got. Due to the snow emergency, I had to park on the street and my parking meter was going to expire.

THIRD TAXING DISTRICT
PROJECT SUMMARY REPORT
FY 2017-2018

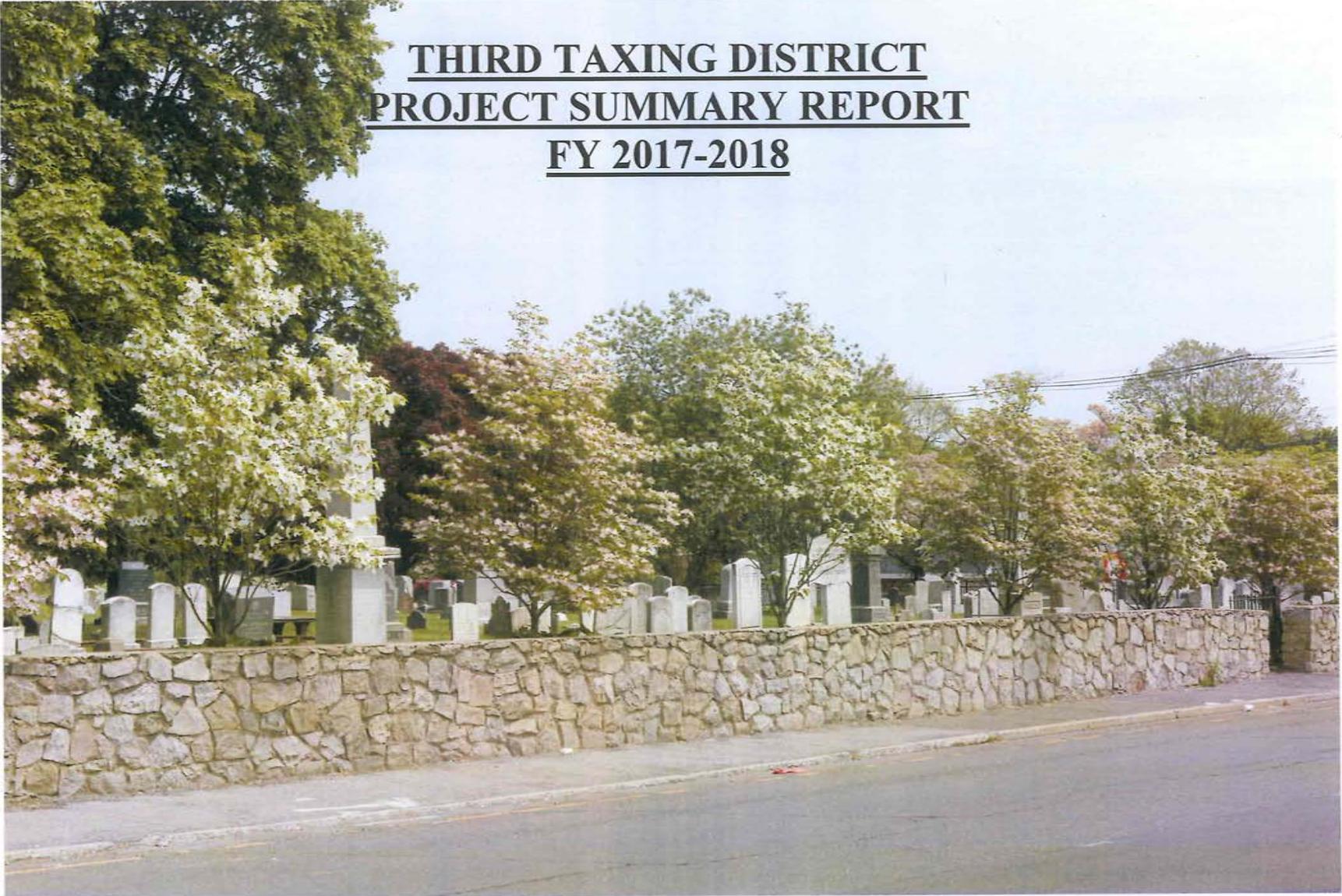


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THIRD TAXING DISTRICT – PROJECT SUMMARY

UPDATED: MARCH 30, 2018

<u>#</u>	<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 progress – with Meter Department 	On-Going – until all A-Base meters have been replaced	<ul style="list-style-type: none"> February 2018 – No A-Base Meters have been installed since the summer, but there remains 108 meters that still need to be replaced in the Distribution System. Working with staff to understand the A-Base meter issue and develop a plan.
2)	Customer Service/ Management 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"> October 2018 – Tricia Dennison and Rachel Saunders attended “Developing Emotional IQ” seminar.
3)	Succession Planning Process	<ul style="list-style-type: none"> Complete with periodic review 	On-Going	
4)	Radio-Read Meter Upgrade	<ul style="list-style-type: none"> Approximately 88% of the system has been completed 	Multi-year program beginning in 2015. Will continue until completed	<ul style="list-style-type: none"> March 2018 – Installed 24 radio-read meters through the months of January and February for a total of 3,326 to date, or 88% of the system.
5)	Upgrade Fleet Vehicles	<ul style="list-style-type: none"> Purchasing/Leasing Vehicles in accordance with Five-Year fleet replacement schedule. 	On-Going	<ul style="list-style-type: none"> Buy out of 2014 Freightliner Bucket Truck completed in August 2107. Lease on 2013 Chevy Volt came due at the end of Dec. Lease for a new 2017 Chevy Bolt approved by Commission and vehicle was received on Jan 2, 2018.

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
6)	I/T System Modifications	<ul style="list-style-type: none"> On-going to create greater efficiencies wherever possible 	Periodic updates as necessary	
7)	Conduct Cost of Service/Rate Study with Periodic Updates	<ul style="list-style-type: none"> Initial rate study conducted in 2013 with results implemented in October 2014. Update/"Tune-Up" completed in July 2016 Cost of Service Study on security lighting began in June 2016 	Security light cost of service study completed in October 2016.	<ul style="list-style-type: none"> Need to determine status of Security Light rates and if they have been implemented. Street Lighting COS Study dated Sept. 29, 2016 has been located. Study is being reviewed by Staff to determine if it was completed. Will be forwarded to Commission.
8)	Strategic Planning Process	<ul style="list-style-type: none"> To be presented to Commission at the Feb 1, 2016 meeting Presented and Approved at the Feb 1, 2016 meeting Initial sessions were conducted with the Staff and Commission on May 18 and 19 Follow-up meetings have been scheduled with the Staff and Commission for Aug 16 and 17 Meetings have been scheduled with the Commission and Staff on Sep 27 Future meetings are being scheduled with Commission and Staff A follow-up meeting has been scheduled with the Commission for Nov 15. 	<ul style="list-style-type: none"> Begin in 1ST Qtr 2016. Work continues into 2017 as necessary 	<ul style="list-style-type: none"> May 2017 – The following activities took place during the months April/May: <ul style="list-style-type: none"> A special commission meeting was held on Apr 10th to work on the charter revision, by-laws and vision statements. Steve Vandermeer facilitated the meeting and additional progress as made in all these areas. It was agreed that the Commission continue to address the legal issues surrounding the charter changes and move forward once a definitive legal opinion was received

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
9)	Public Relations/ Marketing Program	<ul style="list-style-type: none"> Bids were evaluated by Staff in early April and recommendation was made to the Commission Commission interviewed two finalists and chose Greyskye Communications as TTD's new Marketing/PR firm. 	On-going	<ul style="list-style-type: none"> Monthly meetings have been held with Greyskye to discuss the following: <ul style="list-style-type: none"> Upcomings Events Newsletter Website updates Press Releases
10)	Substation Upgrades and Improvements	<ul style="list-style-type: none"> Projects on-going in all substations in order to upgrade / maintain compliance with CONVEX / FERC requirements 	On-going throughout 2017-18 fiscal year	<ul style="list-style-type: none"> T3 transformer replacement in progress, transformer has been ordered. Old T3 transformer has been taken out of service. Oil removed from transformer and properly disposed. Old transformer scheduled to be removed on April 16th. Tentative delivery schedule for early May.

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
11)	18 Rowan Street Renovation	<ul style="list-style-type: none"> Property Acquired, house demolished and lot repaved Final step is to site a material storage facility on the site 	Summer of 2018	<ul style="list-style-type: none"> Since May 2017, the CAM Application was submitted. Met with Gill & Gill to review project and develop bid specs Bid packages being developed and will be available in January. Revised project schedule being developed. Bids received from 4 companies. Price exceeded expectations. Value engineering recommendations were requested from the bidders. Review of bids and valued engineering taking place. Contractor selected and approved by Commission on March 5th Contract is being reviewed by attorneys
12)	<u>MISCELLANEOUS</u> <ul style="list-style-type: none"> Annual Revenue/ Expense Budget/ Five Year Capital Budget for FY 2018-19 	Preliminary discussions being held with staff on 2018-19 budget process	2018-19 budgets will be presented to the Commission in May/June of 2018	<ul style="list-style-type: none"> Started the internal budget process to prepare the 2018-19 budget.
	<ul style="list-style-type: none"> Norden Generators 	Periodic testing for “Black Start” backup to the Norden facility and run into the ISO LFR Market	On-going	<ul style="list-style-type: none"> Quarterly testing performed January 2017 - Nox stack testing was performed with State of CT – passed with no issues November 2017 – Spot audit from CT DEEP – passed with no issues

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
	<ul style="list-style-type: none"> Solar Projects 	Potential projects discussed with residential and commercial customers	On-going	<ul style="list-style-type: none"> Staff continues to work with customers interested in pursuing solar projects in TTD's service territory.
	<ul style="list-style-type: none"> Annual Financial Audit (FYE 6/30/17) 		Expected completion date – Oct 15 th of each year	<ul style="list-style-type: none"> Audit completed on 12/28/17
	<ul style="list-style-type: none"> SCADA Project 	Project begins July 2015	<ul style="list-style-type: none"> 1st/2nd Phase (Second St -Fitch St Substations) – July 2015 – July 2016 3rd Phase (East Ave) July 2016 – June 2017 4th Phase – June 2017 – July 2017 5th Phase – July 2017 – August 2017 	<ul style="list-style-type: none"> SCADA project completed in October 2017.
	<ul style="list-style-type: none"> Commercial Customer Visits 	On-going as schedules permit	Throughout 2018	<ul style="list-style-type: none"> Met with owner of 25 Van Zant Street Will schedule visits with customers throughout the coming year
	<ul style="list-style-type: none"> Economic Development Initiatives 	On-going meetings with Elizabeth Stocker, the City of Norwalk's Economic Development Director and Laoise King, City of Norwalk's Chief of Staff	Throughout 2018	<ul style="list-style-type: none"> GGP – not proceeding with second service to mall. Elizabeth Stocker, no longer with the city. Will determine the next appropriate steps.

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
13)	State (CT DOT) Bridge Projects	Initial letter from CT DOT to TTD issued in March 2016. Regular updates have been received from CT DOT / Parsons Brinkerhoff as information is required	Remainder of 2016 into 2017 and beyond	<ul style="list-style-type: none"> • May 2017 – Continued to work with CT DOT officials on the various bridge projects through attendance at scheduled meetings, etc. Several of these projects are reaching the 30% design/development phase, which triggers additional meetings and coordination efforts. • Since May – Staff is continuing to attend meetings and monitor the project. • Requested and received from the State of CT the current listing of properties that are being acquired for the projects.
14)	LED Flood/Security Light Upgrade	On-going until completed	To be finalized in 2018	<ul style="list-style-type: none"> • May 2017 – Continued to install LED security lights in the District. We have converted approximately 60% of these lights to LED's through the end of May. 123 lights remain to be installed. • 99% of the lights have been upgraded to LED.

#	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
15)	Verizon Small Cell Antenna Project/Co-Location Equipment Attachments	<ul style="list-style-type: none"> • Verizon request to attach “Small Cell Antennas” on certain TTD poles. We anticipate they will attach to three to five poles in the system. • CMEEC Legal is developing a “Master Lease Agreement” on behalf of the MEU;s statewide outlining the terms and conditions for attachment 	In process – finalizing in the next 30-60 days	<ul style="list-style-type: none"> • May 2017 – Final comments have been received from all the Municipals on a draft of a Master Lease Agreement with Verizon. A “Lease Rate” is part of this agreement, similar to what we charge Cablevision for a pole attachment rate, and will result in some small incremental revenue to TTD on an annual basis (less than \$1,000/year) • Master Lease Agreement has been finalized by CMEEC Attorney and Verizon. Other MEUs have executed the agreement with Verizon • Verizon interested in attaching to multiple TTD poles • Attachment rate needs to be developed
16)	Commercial Lighting Retrofits	On-going	On-going	<ul style="list-style-type: none"> • May 2017 – as of May 31st, Lantern Energy has secured 5 commercial lighting retrofits within the District (Accurate Auto, Phil’s Main Roofing, CT Closets, Rick’s Main Roofing and Norwalk Collision). All projects have been pre-inspected by TTD. Work is expected to take place over the next few months should the customers decide to move forward on their respective projects. • December 2017 – The above commercial customers have not moved forward with the retrofits.

<u>#</u>	<u>PROJECT</u>	<u>STATUS</u>	<u>TIMELINE</u>	<u>COMMENTS/MONTHLY UPDATE</u>
17)	Library Roof Projects.	On-going	Roof – end of fiscal year 2018 Solar – to be determined	<ul style="list-style-type: none"> • Roof project – RFP developed and due by Thursday, April 13th. Recommendation to be presented to the Commission at the April 16th Commission Meeting • Solar project – RFP developed and due by Wednesday, April 25th. Presented to the Commission at the May 7th Commission Meeting.