

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, June 21, 2016

Council Chambers, Wolcott Town Hall

7:00 p.m.

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## MINUTES

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**Note:** These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

**MEMBERS PRESENT:** Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Roger Picard, Joseph Membrino, Donald Charette Sr., George Phelan, Rachel Wisler, and Jeffrey Slavin

**MEMBERS ABSENT:** Francis Masi

**ALSO PRESENT:** Mayor Thomas G. Dunn; Linda R. Bruce, Municipal Finance Officer; Town Attorney Brian Tynan; Candace Barth, Library Director; Brian Logan & Alan Ladd, RK Energy Solutions; et al.

### APPROVAL OF MINUTES:

▪ **Regular Meeting – June 7, 2016**

Upon **MOTION** by Roger Picard, seconded by Gale Mastrofrancesco, it was unanimously voted to **approve** the minutes of the Regular Meeting held on June 7, 2016, with one abstention from Jeffrey Slavin.

▪ **Special Meeting – June 10, 2016**

Upon **MOTION** by Rachel Wisler, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the minutes of the Special Meeting held on June 10, 2016, with one abstention from George Phelan.

### TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

### CORRESPONDENCE (on file):

1. Finance Office Transfers, submitted by Linda Bruce
2. Memo dated June 13<sup>th</sup> to Various Departments regarding Mill Rate for FY 2016-2017
3. Copy of Memo dated June 13<sup>th</sup> from Linda Bruce to All Department Heads Regarding Purchase Orders

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- 4. Letter dated June 14<sup>th</sup> from the Republican Town Committee Regarding Board of Ethics Appointment**
- 5. Proposed Health & Welfare Benefits Consulting Agreement with Gallagher Benefit Services, Inc.**
- 6. Letter dated June 16<sup>th</sup> from Town Attorney Tynan Regarding Library Network Access Service Agreement (Proposed Agreement Attached)**
- 7. Letter dated June 16<sup>th</sup> from Town Attorney Tynan Regarding LED Street Light Maintenance Services Contract with Tanko Streetlighting, Inc. (Proposed Contract attached)**
- 8. Proposed Agreement for Retrofit Lightning with JK Energy Solutions (attached separately)**
- 9. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 05-31-16 (sent under separate cover by Susan Hale)**
- 10. Letter dated June 16<sup>th</sup> from Linda Bruce Regarding Health Benefits Consultant-Arthur J. Gallagher & Co. (Bid Comparison Attached)**
- 11. Copy of Letter dated June 20<sup>th</sup> from Linda Bruce to Attorney Craig Meuser Regarding Town of Wolcott Arbitration with Paraprofessionals**
  
- 12. Town of Wolcott Approved Budget for FY 2016-2017**

### **MAYOR'S REPORT:**

Mayor Dunn came forward and reported the following:

- On July 3<sup>rd</sup> they will be having a celebration of the civil war monument; it starts at noon; there will be some 100 year old residents in attendance; it will be combined with the Mayor's picnic on the Green
- The Wolcott High School Baseball Team won the State Championship; they will be at the next Town Council meeting
- A Wolcott resident won the Miss CT pageant; she will go on to the Miss America Pageant
- Road projects continue throughout town

Discussion was held with respect to the Grilley Road project.

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### FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following:

- The approved budget for FY 2016-2017 has been forwarded to the Wolcott Community News and will appear in the July 2016 issue
- The rollover of the financial system for the current fiscal year is scheduled for June 30<sup>th</sup>; the entire staff of the Finance Office will be working diligently to close out the 2015-2016 fiscal year and be prepared for the auditors on August 22<sup>nd</sup>
- Transfers were submitted for approval

Upon **MOTION** by George Phelan, seconded by Joseph Membrino, it was unanimously voted to **approve** the transfers within/between departments in Fund 01 totaling \$61,245.76 with the following correction: ANIMAL CONTROL OFFICER-213 Replace '**FROM**' 01-2-213-2-2305 Defined Contribution Pension \$450.00, with '**TO**' (see attached).

With respect to the above transfers, and inquiry was made with respect to electricity costs, at which time Mrs. Bruce reported that electricity costs have increased. They have a contract for the generation charges, but the distribution charges are with Eversource and are going up. Discussion was also held regarding police overtime costs. Mrs. Bruce explained that these costs are due to officers that are out due to injuries and in on light duty. Personal and vacation time must also be covered.

Upon **MOTION** by Gale Mastrofrancesco, seconded by Jeffery Slavin, it was unanimously voted to **approve** the transfers within/between departments in Fund 31 totaling \$10,525.00 (see attached).

At this time, it was noted that this is Mrs. Bruce's last meeting, at which time various members thanked Mrs. Bruce for her excellent service to the town.

### SUB-COMMITTEE/LIAISON REPORTS:

There were no reports.

### UNFINISHED BUSINESS:

There was no unfinished business.

### NEW BUSINESS:

#### 1. Appointment to the Board of Ethics

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Upon **MOTION** by Rachel Wisler, seconded by Gale Mastrofrancesco, it was unanimously voted to **appoint** Edwin Rodriguez – R to the Board of Ethics (effective 7/1/16-three (3) year term).

### **2. Discussion & Possible Action to Authorize the Mayor to Execute Health & Welfare Benefits Consulting Agreement with Gallagher Benefit Services, Inc.**

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Jeffery Slavin, to **authorize** the Mayor to Execute Health & Welfare Benefits Consulting Agreement with Gallagher Benefit Services, Inc. (**see attached**).

It was noted that the above firm was not the lowest bidder, at which time Mrs. Bruce referred to her letter submitted in the Council packets and briefly elaborated (**see attached**).

**Chairman Valletta called for a vote on the above motion which carried unanimously by voice vote.**

### **3. Discussion & Possible Action to Authorize the Mayor to Execute Library Network Access Service Agreement**

Town Attorney Tynan and Candace Barth came forward, at which time Attorney Tynan advised that this is a State Grant (**see attached**). The standard DSL internet access will cease as of next year. He referred to his letter in the packet and noted that he reached out to Dave Wilson for his opinion. Ms. Barth next advised that they have had their DSL internet connection through CEM (CT Education Network) for as long as she can remember. This has been free a service. The DSL will be gone as of next year and everyone will have to start paying. The new connection will be fiber; a high speed connection. If they receive this grant, it will be about \$34,000. This will be for the construction costs. They will ultimately have to pay for the service because CEM will not have the funding anymore. The cost will be \$150.00 per month for 10 MB for one year.

A question and answer period followed with respect to how much data is currently used, download speed on the current DSL, the WiFi connection at the library, and additional technical questions. It was noted by today's standard 10 MB's is slow, and an inquiry was made as to how much additional MB's will be. At this time, Ms. Barth and Attorney Tynan did not know the answers to the technical questions. Attorney Tynan also noted that the contract is for 20 years, which is very lengthy. It was determined that they would like to table this item until they can get additional information from Dave Wilson. The deadline for this grant is in July.

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Upon **MOTION** by George Phelan, seconded by Rachel Wisler, it was unanimously voted to **table** 'Authorize the Mayor to Execute Library Network Access Service Agreement' pending additional information.

#### **4. Discussion & Possible Action to Authorize the Mayor to Execute LED Street Light Maintenance Services Contract with Tanko Streetlighting, Inc.**

A **MOTION** was offered by Rachel Wisler, seconded by Joseph Membrino, it was unanimously voted to **Authorize** the Mayor to Execute LED Street Light Maintenance Services Contract with Tanko Streetlighting, Inc. (**see attached**).

Attorney Tynan briefly elaborated on the following items that he would like to see addressed: end date on Page 1, the penalty amount for failure to repair within 5 days and the amount of payment bond. Mayor Dunn next clarified many of items and pointed out that this contract is only for the maintenance.

An **AMENDED MOTION** was offered by Rachel Wisler, seconded by Jeffrey Slavin, to **authorize** the Mayor to Execute LED Street Light Maintenance Services Contract with Tanko Streetlighting, Inc. upon the condition that an end date is inserted in Page 1, and upon the condition that the following concerns are addressed and met with satisfaction by the Town Attorney: Penalty Amount for Failure to Repair Within 5 days and Increase in Payment Bond.

**Chairman Valletta called for a vote on the above motion which carried unanimously by voice vote.**

#### **5. Discussion & Possible Action to Authorize the Mayor to Execute Agreement for Retrofit Lighting with JK Energy Solutions**

A **MOTION** was offered by Rachel Wisler, seconded by Joseph Membrino, to **authorize** the Mayor to Execute Agreement for Retrofit Lighting with JK Energy Solutions (**see attached**).

Brian Logan and Alan Ladd with RK Energy Solutions came forward. Mr. Logan explained that this is the Small Business Energy Advantage (SBEA) program which helps customers save energy for just about anyone who uses electricity in Eversource territory. There is a charge on everyone's electric bill called the Public's Benefit Charge; these funds must be distributed back to the end user in the form of energy conservation. One of the ways to get that money back is through lighting. He referred to the customer assessment which are the results that Mr. Ladd came up with from the library, public works building and the town hall (**see attached**). Mr. Ladd noted that everything is counted and a program comes up with new and improved scenarios. Wattage differentials are huge and Eversource will give a rebate towards every measure that they can change to LED. They also get financing

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through the savings at zero percent. Mr. Logan and Mr. Ladd continued with their presentation and proceeded to give a detailed explanation as to how the program works. A question and answer period was held with respect to the specifics of the program, at which time clarifications were provided. It was noted that RK Energy turnkeys the projects for Eversource; they are paid through Eversource, not the town. Discussion continued with regard to additional buildings. Mr. Ladd noted that they did not assess the schools, they would have to go through the Board of Education to do that. They have in the past, but the previous Board chose to do it a different way.

**Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.**

### **6. Set Summer Schedule**

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **set** the Town Council summer schedule to the third Tuesday in July (7-19) and the third Tuesday in August (8-16) at 7:00 p.m.

### **ITEMS FOR NEXT AGENDA:**

Chairman Valletta advised that if anyone has any items that they should contact himself or the Clerk.

### **TAXPAYERS' TIME:**

No taxpayers came forward.

### **EXECUTIVE SESSION:**

No Executive Session was held.

### **ADJOURNMENT:**

Upon **MOTION** by Roger Picard, seconded by Jeffrey Slavin, it was unanimously voted to adjourn the meeting at 8:11 p.m.

### **APPROVED:**

\_\_\_\_\_  
Elizabeth Gaudiosi, Secretary  
WOLCOTT TOWN COUNCIL

\_\_\_\_\_  
David Valletta, Chairman  
WOLCOTT TOWN COUNCIL



# TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue  
Wolcott, Connecticut 06716  
Tel. (203) 879-8100 • Fax: (203) 879-8105

June 16, 2016

David Valletta, Chairman  
Wolcott Town Council  
10 Kenea Avenue  
Wolcott, CT 06716

**RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS – FISCAL YEAR 2015/2016**

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am hereby notifying you of the following transfers for Fiscal Year 2015/2016 contained in Schedule A (Fund 01) and Schedule A (Fund 31) which are attached hereto and made a part hereof.

If you have any questions, please feel free to contact me.

Sincerely,

Linda R. Bruce,  
Municipal Finance Officer

LRB/sh  
Enclosures

MAYOR'S ACTION: ...  
DATE: June 16, 2016

APPROVED BY: \_\_\_\_\_

Thomas G. Dunn, Mayor  
Town of Wolcott

COUNCIL'S ACTION:  
DATE: June 21, 2016

APPROVED BY: \_\_\_\_\_

Chairman, Wolcott Town Council

**SCHEDULE A**  
**TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 01 - PAGE 1**  
**2015-2016 FISCAL YEAR - FOR REVIEW ON JUNE 21, 2016**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
<b>OTHER GENERAL GOVERNMENT - 112</b>				
	TO: 01-1-112-3-3700	CONSULTING SERVICES	862.77	
	FROM: 01-1-112-8-8100	MEMORIAL DAY PARADE		862.77
Reason: To pay for higher than anticipated consulting service costs.				
	TO: 01-1-112-4-4100	ELECTRICITY	2,800.00	
	FROM: 01-1-112-4-4212	REFUSE DISPOSAL		2,800.00
Reason: To pay for higher than anticipated electricity costs.				
	TO: 01-1-112-4-4410	MAINT.-TOWN BUILDINGS	1,500.00	
	FROM: 01-1-152-1-1130	SALARY/ASSISTANTS		1,500.00
Reason: To pay for higher than anticipated town buildings maintenance costs including the Youth Center.				
	TO: 01-1-112-4-4910	STREET LIGHTING	13,316.04	
	FROM: 01-1-112-8-8998	CONTINGENCY ACCOUNT		7,900.00
		01-1-114-9-9350 GEN OBL 10/23/14 INT		5,416.04
Reason: To pay for street lighting through the end of the fiscal year.				
	TO: 01-1-112-7-7310	CAPITAL-EQUIPMENT	6,085.00	
	FROM: 01-5-551-7-7300	CAPITAL OUTLAY		6,085.00
Reason: To pay for HVAC unit in Tax Department-existing unit insufficient.				
<b>POLICE - 211</b>				
	TO: 01-2-211-1-1400	OVERTIME	25,949.29	
	FROM: 01-2-211-1-1140	WAGES/OPERATIONS		18,000.00
		01-2-211-1-1900 ACCRUED SICK DAYS		3,795.80
		01-2-211-3-3991 IN-SERVICE TRAINING		4,153.49
Reason: To cover overtime expenses through the end of the fiscal year.				
	TO: 01-2-211-7-7310	CAPITAL-EQUIPMENT	197.28	
	FROM: 01-2-211-8-8900	DARE EDUCATION		197.28
Reason: To pay for balance of DUI Command Vehicle.				
<b>PAGE 1 SUBTOTAL TRANSFERS - FUND 01</b>			<b>50,710.38</b>	<b>50,710.38</b>

**SCHEDULE A**  
**TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 01 - PAGE 2**  
**2015-2016 FISCAL YEAR - FOR REVIEW ON JUNE 21, 2016**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
<b>PUBLIC SAFETY - 212</b>				
	TO: 01-2-212-1-1400	OVERTIME	3,477.27	
	FROM: 01-2-212-1-1900	ACCRUED SICK DAYS		1,063.40
	01-2-212-4-4610	CONTRACTED SERVICES		2,413.87
Reason: To cover overtime expenses through the end of the fiscal year.				
	TO: 01-2-212-4-4950	OPERATION EXPENSE	3,597.88	
	FROM: 01-2-216-4-4420	MAINT & REPAIR-BUILDING		1,393.19
	01-2-216-4-4610	CONTRACTED SERVICES		2,204.69
Reason: To cover anticipated expenses through the end of the fiscal year.				
<b>ANIMAL CONTROL OFFICER - 213</b>				
	TO: 01-2-213-2-2200	SOCIAL SECURITY	560.23	
	<del>TO: FROM:</del> 01-2-213-2-2305	DEFINED CONTRIBUTION PENSION	450.00	
	<del>FROM</del> 01-2-211-5-5100	OFFICE SUPPLIES		1,010.23
Reason: To cover accounts related to wages, which had a previous transfer in.				
<b>PUBLIC SAFETY BUILDING - 216</b>				
	TO: 01-2-216-4-4100	ELECTRICITY	1,750.00	
	FROM: 01-2-216-4-4105	FUEL, HEATING		1,750.00
Reason: To pay for higher than anticipated electricity costs.				
<b>LIBRARY - 551</b>				
	TO: 01-5-551-1-1150	CUSTODIANS	700.00	
	FROM: 01-5-551-4-4900	LIABILITY INSURANCE		700.00
Reason: To pay for cleaning through the end of the fiscal year.				
<b>PAGE 2 SUBTOTAL TRANSFERS - FUND 01</b>			<b>10,535.38</b>	<b>10,535.38</b>
<b>TOTAL TRANSFERS - FUND 01</b>			<b>61,245.76</b>	<b>61,245.76</b>

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 112

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-112-3-3700</u>	<u>Consulting Services</u>	<u>862.77</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-1-112-8-8100</u>	<u>Memorial Day Parade</u>	<u>862.77</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for higher than anticipated consulting service costs.

The effect on the "from" account(s):

No effect, parade cancelled.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 112

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-112-4-4100</u>	<u>Electricity</u>	<u>2,800.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-1-112-4-4212</u>	<u>Refuse Disposal</u>	<u>2,800.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for higher than anticipated electricty costs.

The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 112

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-112-4-4410</u>	<u>Maint.-Town Buildings</u>	<u>1,500.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-1-152-1-1130</u>	<u>Salary/Assistants</u>	<u>1,500.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Actual expenses are more than the budget.

Transfer is needed for:

To pay for higher than anticipated town building maintenance costs including the Youth Center.

The effect on the "from" account(s):

No effect.

FINANCE OFFICE USE

APPROVAL L. Bruce.....

DATE:..... 6/16/2016

REPRODUCE THIS FORM AS NECESSARY

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 112

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-112-4-4910</u>	<u>Street Lighting</u>	<u>13,316.04</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-1-112-8-8998</u>	<u>Contingency Account</u>	<u>7,900.00</u>
	<u>01-1-114-9-9350</u>	<u>GEN OBL 10/23/14 INT</u>	<u>5,416.04</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Actual expenses are more than the budget.

Transfer is needed for:

To pay for street lighting through the end of the fiscal year.

The effect on the "from" account(s):

No effect. Funds available from revised amortization schedule received after October 2015 bond sale.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016



# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: June 15, 2016

REQUESTOR: Chief Edward Stephens 

DEPT: 211

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-211-1-1400</u>	<u>Overtime</u>	<u>\$ 25,949.29</u>
FROM	<u>01-2-211-1-1140</u>	<u>Wages/Operations</u>	<u>\$ 18,000.00</u>
	<u>01-2-211-1-1900</u>	<u>Accrued Sick Days</u>	<u>\$ 3,795.80</u>
	<u>01-2-211-3-3991</u>	<u>In-Service Training</u>	<u>\$ 4,153.49</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Unanticipated amount of overtime expended to cover needed shifts

The transfer(s) is/are needed because of the following specific need:

To cover overtime expenses

The effect on the "from" account(s):

No effect

APPROVAL L. Bruce .....

FINANCE OFFICE USE

DATE: 6/15/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: June 15, 2016

REQUESTOR: Chief Edward Stephens 

DEPT: 211

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-211-7-7310</u>	<u>Capital-Equipment</u>	<u>\$ 197.28</u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-2-211-8-8900</u>	<u>DARE Education</u>	<u>\$ 197.28</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:  
Unanticipated expenditure in Captial Equipment

The transfer(s) is/are needed because of the following specific need:  
To cover unanticipated expenditure

The effect on the "from" account(s):  
No effect

APPROVAL L. Bruce .....

FINANCE OFFICE USE

DATE: 6/15/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: June 15, 2016

REQUESTOR: Chief Edward Stephens 

DEPT: 212

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-212-1-1400</u>	<u>Overtime</u>	<u>\$ 3,477.27</u>
FROM	<u>01-2-212-1-1900</u>	<u>Accrued Sick</u>	<u>\$ 1,063.40</u>
	<u>01-2-212-4-4610</u>	<u>Contracted Services</u>	<u>\$ 2,413.87</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Unanticipated amount of overtime expended to cover needed shifts

The transfer(s) is/are needed because of the following specific need:

To cover overtime expenses

The effect on the "from" account(s):

No effect

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE: 6/15/2016.....

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: June 15, 2016

REQUESTOR: Chief Edward Stephens 

DEPT: 212

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-212-4-4950</u>	<u>Operation Expense</u>	<u>\$ 3,597.88</u>
FROM	<u>01-2-216-4-4420</u>	<u>Maint &amp; Repair-Building</u>	<u>\$ 1,393.19</u>
	<u>01-2-216-4-4610</u>	<u>Contracted Services</u>	<u>\$ 2,204.69</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:  
Higher than expected expenditures

The transfer(s) is/are needed because of the following specific need:  
To cover anticipated expenses through FY end

The effect on the "from" account(s):  
No effect

APPROVAL L. Bruce .....

FINANCE OFFICE USE

DATE: 6/15/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: June 15, 2016

REQUESTOR: Chief Edward Stephens 

DEPT: 213

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-213-2-2200</u>	<u>Social Security</u>	<u>\$ 560.23</u>
	<u>01-2-213-2-2305</u>	<u>Defined Contribution Pension Plan</u>	<u>\$ 450.00</u>
FROM	<u>01-2-211-5-5100</u>	<u>Office Supplies</u>	<u>\$ 1,010.23</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:  
 Unanticipated amount of overtime expended to cover needed shifts

The transfer(s) is/are needed because of the following specific need:  
 To cover overtime expenses

The effect on the "from" account(s):  
 No effect

APPROVAL L. Bruce ..... FINANCE OFFICE USE ..... DATE: 6/15/2016 .....

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 216

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-2-216-4-4100</u>	<u>Electricity</u>	<u>1,750.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-2-216-4-4105</u>	<u>Fuel, Heating</u>	<u>1,750.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for higher than anticipated electricity costs.

The effect on the "from" account(s):

No effect.

FINANCE OFFICE USE

APPROVAL L. Bruce .....

DATE:..... 6/16/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 06/15/16

REQUESTOR: Linda R. Bruce

DEPT.# 551

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-5-551-1-1150</u>	<u>Custodians</u>	<u>700.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>01-5-551-4-4900</u>	<u>Liability Insurance</u>	<u>700.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for cleaning through the end of the fiscal year.

The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016

REPRODUCE THIS FORM AS NECESSARY.

**SCHEDULE A  
TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 31  
2015-2016 FISCAL YEAR - FOR REVIEW ON JUNE 21, 2016**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
<b>FARMINGBURY HILLS COMMISSION - FUND 31</b>				
	TO: 31-5-801-1-1400	Overtime	4,395.00	
	FROM: 31-5-801-2-2600	Workers Compensation Insurance		4,395.00
	Reason: To cover overtime for the balance of the Fiscal Year.			
	TO: 31-5-801-4-4100	Electricity	2,634.20	
	FROM: 31-5-801-3-3450	Water System Main Testing		500.00
		31-5-801-4-4410		600.00
		31-5-801-5-5405		1,534.20
	Reason: To pay for higher than anticipated electricity costs.			
	TO: 31-5-801-4-4420	Maint/Repair & Misc Supplies	1,295.80	
	FROM: 31-5-801-3-3010	Legal/Public Notices		1,295.80
	Reason: To pay for supplies for equipment and irrigation supplies.			
	TO: 31-5-801-5-5407	Fertilizers & Chemicals	2,200.00	
	FROM: 31-5-801-4-4105	Fuel, Heating		2,200.00
	Reason: To pay for materials through the end of the fiscal year.			
	<b>TOTAL TRANSFERS - FUND 31</b>		<b>10,525.00</b>	<b>10,525.00</b>

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 6/16/16

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-1-1400</u>	<u>Overtime</u>	<u>4,395.00</u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>31-5-801-2-2600</u>	<u>Workers Compensation Ins</u>	<u>4,395.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:  
Account is not exhausted.

Transfer is needed for:

To cover costs for balance of Fiscal Year.

The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 6/16/16

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-4-4100</u>	<u>Electricity</u>	<u>2,634.20</u>
FROM	<u>31-5-801-3-3450</u>	<u>Water System Main Testing</u>	<u>500.00</u>
	<u>31-5-801-4-4410</u>	<u>Maint - Carts</u>	<u>600.00</u>
	<u>31-5-801-5-5405</u>	<u>Seed, Sod, Flower, Landscaping</u>	<u>1,534.20</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for higher than anticipated electricty costs.

The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce

FINANCE OFFICE USE

DATE:..... 6/16/2016

# TOWN of WOLCOTT REQUEST FOR TRANSFER

DATE: 6/16/16

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-4-4420</u>	<u>Maint/Repair &amp; Misc Supplies</u>	<u>1,295.80</u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>31-5-801-3-3010</u>	<u>Legal/Public Notices</u>	<u>1,295.80</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
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	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Account is not exhausted.

Transfer is needed for:

To pay for supplies for equipment and irrigation supplies.

The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 6/16/2016

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 6/16/16

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-5-5407</u>	<u>Fertilizers &amp; Chemicals</u>	<u>2,200.00</u>
FROM	<u>31-5-801-4-4105</u>	<u>Fuel, Heating</u>	<u>2,200.00</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Materials needed to maintain the golf course.

Transfer is needed for:

To pay for materials through the end of the fiscal year.

The effect on the "from" account(s):

No effect.

FINANCE OFFICE USE

APPROVAL L. Bruce .....

DATE:..... 6/16/2016

# WOLCOTT REPUBLICAN TOWN COMMITTEE

June 14, 2016

Wolcott Town Council  
10 Kenea Ave  
Wolcott, CT 06716

Dear Councilmembers,

The Republican Town Committee would like to respectfully request that Edwin Rodriguez serve as Republican candidate on The Board of Ethics. Mr. Rodriguez can be reached at (203) 879-2777, 3 Ridgecrest Drive, Wolcott CT. Thank you in advance for this consideration.

Sincerely,  
Gale L. Mastrofrancesco  
Vacancy Chairperson  
Wolcott Republican Town Committee

P.O. Box 6048 - Wolcott, CT 06716



# TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue

Wolcott, Connecticut 06716

Tel. (203) 879-8100 • Fax: (203) 879-8105

June 16, 2016

TO: David Valletta, Chairman Wolcott Town Council  
FROM: Linda R. Bruce, Municipal Finance Officer  
RE: Health Benefits Consultant – Arthur J. Gallagher & Co.

Attached please find a Letter of Engagement for a three (3) year period, July 1, 2016 through June 30, 2019. The proposed Letter of Engagement services both General Government and the Wolcott Board of Education. There were six (6) responses to our RFP #16-15 which were opened on February 16, 2016. The Medical Benefits Committee (Municipal Finance Officer and the Board of Education School Business Manager) interviewed four (4) of the respondents. Arthur J. Gallagher & Co. is our current Health and Welfare Consultant. While not the lowest fee proposal (fee comparison attached) and based on past performance for the Town, the Medical Benefits Committee by a majority vote, selected Arthur J. Gallagher & Co. as our Health and Welfare Consultant for the period listed above.

The following points were presented in conjunction with this selection:

- Working with a strong negotiating team, armed with solid financial data carries the potential for significant savings in the future.
- Staffed by personnel who are well-experienced with various unions, union negotiations and arbitration proceedings.
- All personnel are former underwriters with a strong knowledge of the insurance industry.
- The presentation to the MBC was clear, concise and addressed the needs of the Town and the Board of Education.

For the Mayor to execute the Letter of Engagement, as it covers multiple Fiscal Years, requires Town Council Approval as stated in Section 306 (h) of the Wolcott Town Charter.

To: David Valletta, Chairman Wolcott Town Council

RE: Health Benefits Consultant – Arthur J. Gallagher & Co.

Cc: Mayor Thomas G. Dunn

Council Members

Bryan Tynan, Town Attorney

Anthony Gaspar, Wolcott Superintendent of Schools

Todd Bendtsen, Board of Education School Business Manager

RE: Health Benefits Consultant – Arthur J. Gallagher & Co.

Finance Office-Shared-Natalie- Health Benefits Consultant 2016 – 2019-David Valletta 6/1/2016



## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc. ("Gallagher") and Wolcott: Town and Board of Education (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

### 1. *Engagement*

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

### 2. *Term and Termination*

The Effective Date of this Agreement is July 1, 2016. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for three (3) years from the Effective Date. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

### 3. *Services*

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

### 4. *Compensation*

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of \$47,500 in year 1, \$49,000 in year 2, and \$51,000 in year 3, which amounts will be billed and paid by Client in equal installments on a quarterly basis.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.

### 5. *Performance and Scope*

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended

("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under ERISA; and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

## 6. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names: Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

## 7. *Indemnification Rights and Limitation of Liability*

(a) Indemnification. Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

#### 8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client:      Wolcott: Town and Board of Education  
                                 Attention: Susan Hale  
                                 Wolcott Town Hall  
                                 Wolcott, CT 06716

If to Gallagher:      Gallagher Benefit Services, Inc.  
                                 Attention: Robert Lindberg  
                                 100 Northfield Drive, 3<sup>rd</sup> Floor  
                                 Windsor, CT 06095

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

#### 9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Connecticut without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

**WOLCOTT: TOWN AND BOARD OF  
EDUCATION**

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

Name: Thomas G. Dunn

Title: Mayor

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

**GALLAGHER BENEFIT SERVICES, INC.**

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

Name: Robert Lindberg

Title: Area Senior Vice President

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

## EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

### **Core Services and Support Features:**

#### **Strategic Planning**

- Understand Client industry, business metrics and human capital needs
- Connect strategic business goals to employee benefit plans that meet these objectives
- Recognize and foster the development of a benefit philosophy as it relates to the employee benefit programs
- Link employee benefit design to the organization's strategy, industry, and demographics
- Conduct annual planning meetings to ensure objectives are met

#### **Annual Plan Sponsor Survey**

- Benchmark data, comparing plan offerings to those of local, regional and national norms
- Industry averages and comparative position
- Evaluate benefit programs for recruitment and employee retention
- Year-over-year results

#### **Employer/Plan Sponsor Opinion Survey**

- Developing trends
- Perspective on prior changes
- Anticipate market initiatives

#### **Day to Day Support**

- Dedicated team of professionals to respond to HR concerns and needs
- Claim resolution for Client
- 24/7 HR help desk for questions and compliance issues
- Open dialogue with HR on benefit related issues
- Confirm plan design and coverage questions with HR and vendor
- Provide technical support to Client on claim adjudication issues
- Advise on internal procedures and processes
- Distribute periodic technical bulletins addressing new regulatory issues
- Guidance on HCR mandates
- Keep Client informed on industry trends, carrier announcements and business conditions
- Ongoing meetings/conference calls to discuss issues/concerns
- Ongoing training as needed

#### **Annual Support**

- Develop annual service plans and manage timeline of events
- Review all plans for compliance and consistency
- Report to Board on employee benefit trends, costs and savings opportunities
- Health Care Reform updates and guidance

#### **Plan Design Analysis**

- Review benefit programs to determine administrative ease
- Evaluate plan limitations to reduce financial and legal exposure
- Customize plan provisions to reflect the Client's individual goals and philosophy

- Design flexible compensation and defined contribution approaches
- Evaluate plan provisions to ensure ease of communication and administration
- Review plan design annually to ensure plan meets objectives

#### **Financial Management and Renewal Analysis**

- Provide financial forecast modeling of cost and claims
- Assist in developing budget plans and track cost to budgets
- Analyze claims administrator's financial and claim reports
- Review, analyze and negotiate renewals from carriers and other vendors
- Develop rates, reserves and cost projections for self-funded programs
- Evaluate carriers' effectiveness in managing claims costs
- Identify trends in cost and funding and make recommendations
- Evaluate managed care programs (pricing, discounts, network penetration)
- Conduct annual review of retrospective and prospective costs
- Evaluate and benchmark employee and employer contribution strategies
- Analyze utilization patterns in comparison to industry standards to identify opportunities for improvement
- Monthly claims monitoring, analysis and reporting and large claims analysis and reporting
- Stop Loss Risk Analysis
- Medicare alternatives, pricing and design

#### **Vendor Performance Management**

- Monitor carrier service and establish performance guarantees with vendors
- Coordinate meetings to review carrier performance and address any open issues
- Review network utilization to optimize plan efficiencies (cost savings)
- Develop Geoaccess standards and compare network accessibility
- Review actual, historical and projected cost saving assumptions
- Review disease management programs' criteria and performance
- Keep abreast of vendor service offerings

#### **Plan Marketing/Vendor Procurement**

- Identify the Client's financial objectives, service problems, goals and risk tolerance
- Prepare bid specifications to ensure uniform responses and identification of costs
- Explore alternatives and make recommendations to the Client
- Evaluate vendor responses to assure that variations in coverage and costs are clearly identified
- Develop performance standards and guarantees to ensure deliverables are timely and accurate
- Support the Client's decision making process
- Utilize superior market knowledge to negotiate rates and rate guarantees
- Conduct finalist interviews to assure commitment to and understanding of the proposal
- Assist in vendor implementation

#### **Compliance Support**

- Review administrative procedures, i.e. COBRA, FMLA, HIPAA, ADA, etc.
- Reduce claim disputes by reviewing plan documents for consistency and clarity
- Review insurance contracts for accuracy with negotiations
- Confirm plan design compliance with state and federal regulations
- Review and draft benefit plan documents
- Conduct review of summary plan descriptions, contracts, employee summaries, and policies/procedures to outline variances and inconsistencies
- Provide access to technical consultants for advice and direction on legislative issues
- Offer periodic seminars and bulletins on regulatory issues

### **Benefit Administration**

- Assess benefit technology and keep Client abreast of trends
- Inventory current benefit administrative practices and compare to best practices
- Conduct administrative vendor evaluations and improve administrative interfaces with vendors
- Develop employee self-service including enhancing usage of technology and web based tools
- Evaluate outsourcing opportunities and identify potential solutions (COBRA, web communications, enrollment, call center)

### **Employee Communication**

- Create and distribute Open Enrollment materials
- Implement employee portal
- Monthly wellness newsletters
- Wellness education
- Employee surveys
- Facilitate employee education and conduct employee meetings
- Provide communication support on new benefit plans/programs
- Prepare employee benefit newsletter
- Organize and participate in benefit/wellness fairs
- Coordinate communication materials to assure delivery, quality and consistency with employer's brand

### **Collective Bargaining**

- Strategy and Planning meeting support
- Negotiations preparation and support
  - Plan design and language analysis
  - Alternative plan pricing and analysis
  - Resource support at negotiations, mediation and arbitration
  - Change implementation
- Employee communications/enrollment related to contract changes
- Contract implementation

**EXHIBIT B  
COMPENSATION DISCLOSURE STATEMENT**

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup>	Direct Fees <sup>3</sup>
Consulting Services	N/A- Gallagher	07/01/2016	N/A	Annual fee of \$47,500 in year 1, \$49,000 in year 2 and \$51,000 in year 3

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**.
- **Gallagher's** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and Gallagher<sup>5</sup>. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/compensation](http://www.ajg.com/compensation). In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

<sup>1</sup> Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

<sup>2</sup> Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

<sup>3</sup> Direct Fees include compensation to Gallagher paid for directly by the plan sponsor.

<sup>4</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

<sup>5</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

**TYNAN & IANNONE**  
*Attorneys at Law*  
250 Wolcott Road  
Wolcott, Connecticut 06716-2634

WILLIAM F. TYNAN  
MARK IANNONE  
BRIAN TYNAN  
CLIFFORD COMERFORD

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FAX  
(203) 879-9152  
tilawct.com

June 16, 2016

Chairman David Valletta  
Wolcott Town Hall  
10 Kenea Avenue  
Wolcott, CT 06716

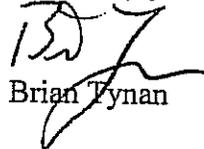
**RE: Library Network Access Service Agreement**

Dear Chairman Valletta and Members of the Wolcott Town Council:

Attached please find a copy of a Press Release indicating that the State of Connecticut has approved an allocation of 3.6 million dollars for high speed library connections. Finally, please note that the Wolcott Public Library is on the approved list of eligible libraries. While the contract meets with my approval, I have asked Dave Wilson who does the IT work for the Town of Wolcott to review it. He indicated that the services provided are well in excess of what the library currently needs. However, with added use of the library I am sure the connection will be useful.

Thank you very much for your attention to this matter.

Very truly yours,

  
Brian Tynan

BT/an  
Enclosure

**For Immediate Release:** June 1, 2016

**Contact:** Maria Bernier  
(860) 704-2204  
[Maria.Bernier@ct.gov](mailto:Maria.Bernier@ct.gov)

Robert Kinney  
(860) 757-6668  
[Robert.Kinney@ct.gov](mailto:Robert.Kinney@ct.gov)

**###NEWS###**

## **State Bond Funding Brings High-Speed Broadband to more than 90 Libraries**

**(HARTFORD, CT)**-The State Bond Commission approved the allocation of \$3.6 million for high speed library connections to the Connecticut Education Network for more than 90 libraries in Connecticut. State Librarian Kendall Wiggin applauded Governor Malloy and the Legislature for recognizing the importance of high-speed Internet connections in every library in the state and making the funding available.

"The State Library will distribute the funds through directed grants to public libraries that have been using DSL connections to the Internet for the construction of new fiber connections," Wiggin said. "The benefit to the libraries will be high-speed, reliable Internet access for library users and Staff. All libraries who will receive funding are being asked to apply for E-rate discounts to reduce the fiber construction costs. The state funding will leverage an additional 10% discount through the E-rate program, thus further reducing the construction costs."

Douglas Casey, Executive Director of the Commission for Educational Technology said, "The state and our communities will see a huge return on this investment." He added, "In 21<sup>st</sup> century libraries, broadband is the equalizer that affords opportunity to all learners. Public libraries provide essential services to their communities including access to e-government, education, employment, health and other internet enabled resources and services."

Dawn La Valle, Director of the Division of Library Development said, "Public libraries provide essential services to their communities including access to e-government, education, employment, health and

other Internet enabled resources and services. The ability to provide access to information as well as the capacity to provide free computer based instruction, workshops and programs is contingent on having a high speed, broadband connection". She also added, " We are very pleased to have secured this funding which is critical to the capability of the 90 libraries in the state without high speed fiber connection to attain and expand access to vital Internet based services, resources and programs in their communities."

The Connecticut State Library is an Executive Branch agency of the State of Connecticut. The State Library provides a variety of library, information, archival, public records, museum, and administrative services to citizens of Connecticut, as well as the employees and officials of all three branches of State government. The Connecticut State Archives and the Museum of Connecticut History are components of the State Library. Visit the State Library at [museumofcthistory.org/](http://museumofcthistory.org/) | [twitter.com/LibraryofCT](https://twitter.com/LibraryofCT) | [facebook.com/CTStateLibrary](https://facebook.com/CTStateLibrary) | [flickr.com/photos/ctarchives/](https://flickr.com/photos/ctarchives/)

Attached is a list of Libraries who are eligible for grants for the construction of new fiber connections. Additional information about the project can be found at <http://libguides.ctstatelibrary.org/dld/erate/fac>  
co



**CT State Library**  
Preserving the Past. Informing the Future.

<b>Eligible Libraries</b>	<b>Cities</b>
<i>Andover Public Library</i>	Andover
<i>Babcock Library</i>	Ashford
<i>Beacon Falls Public Library</i>	Beacon Falls
<i>Clark Memorial Library</i>	Bethany
<i>Bethel Public Library</i>	Bethel
<i>Bethlehem Public Library</i>	Bethlehem
<i>James Blackstone Memorial Library</i>	Branford
<i>Burlington Public Library</i>	Burlington
<i>Canterbury Public Library</i>	Canterbury
<i>Canton Public Library</i>	Canton
<i>Cragin Memorial Library</i>	Colchester
<i>Cornwall Library Association</i>	Cornwall
<i>Booth &amp; Dimock Memorial Library</i>	Coventry
<i>Cromwell Belden Public Library</i>	Cromwell
<i>Deep River Public Library</i>	Deep River
<i>Derby Public Library</i>	Derby
<i>Durham Public Library</i>	Durham
<i>East Granby Public Library</i>	East Granby
<i>East Haddam Free Public Library</i>	Moodus
<i>East Hampton Public Library</i>	East Hampton
<i>Hagaman Memorial Library</i>	East Haven
<i>Library Association of Warehouse Point</i>	East Windsor
<i>Easton Public Library</i>	Easton
<i>Essex Library Association</i>	Essex
<i>Frederick H. Cossitt Library</i>	Granby
<i>Granby Public Library</i>	Granby
<i>Guilford Free Library</i>	Guilford
<i>Brainerd Memorial Library</i>	Haddam
<i>Hamden Public Library</i>	Hamden
<i>Fletcher Memorial Library</i>	Hampton
<i>Harwinton Public Library</i>	Harwinton
<i>Douglas Library of Hebron</i>	Hebron
<i>Kent Library Association</i>	Kent
<i>Killingly Public Library</i>	Danielson
<i>Jonathan Trumbull Library</i>	Lebanon

<i>Gales Ferry Public Library</i>	Ledyard
<i>Ledyard Public Libraries</i>	Ledyard
<i>Oliver Wolcott Library</i>	Litchfield
<i>Lyme Public Library</i>	Lyme
<i>E.C. Scranton Memorial Library</i>	Madison
<i>Mansfield Public Library</i>	Mansfield
<i>Richmond Memorial Library</i>	Marlborough
<i>Levi E. Coe Library</i>	Middlefield
<i>Milford Public Library</i>	Milford
<i>New Milford Public Library</i>	New Milford
<i>Cyrenius H. Booth Library</i>	Newtown
<i>Norfolk Library</i>	Norfolk
<i>North Branford Library Department</i>	North Branford
<i>Douglas Library</i>	North Canaan
<i>Wheeler Library</i>	North Stonington
<i>Phoebe Griffin Noyes Library</i>	Old Lyme
<i>Acton Public Library</i>	Old Saybrook
<i>Case Memorial Library</i>	Orange
<i>Oxford Public Library</i>	Oxford
<i>Plainville Public Library</i>	Plainville
<i>Terryville Public Library</i>	Terryville
<i>Pomfret Public Library</i>	Pomfret
<i>Prospect Public Library</i>	Prospect
<i>Putnam Public Library</i>	Putnam
<i>CT State Library, Library for the Blind</i>	Rocky Hill
<i>Minor Memorial Library</i>	Roxbury
<i>Scoville Memorial Library</i>	Salisbury
<i>Scotland Public Library</i>	Scotland
<i>Seymour Public Library</i>	Seymour
<i>Hotchkiss Library of Sharon</i>	Sharon
<i>Plumb Memorial Library</i>	Shelton
<i>Sherman Library Association</i>	Sherman
<i>Southbury Public Library</i>	Southbury
<i>Southington Public Library</i>	Southington
<i>Sprague Public Library</i>	Baltic
<i>Sterling Public Library</i>	Oneco
<i>Stonington Free Library</i>	Stonington
<i>Kent Memorial Library</i>	Suffield
<i>Thomaston Public Library</i>	Thomaston
<i>Thompson Public Library</i>	North Grosvenordale
<i>Torrington Library</i>	Torrington

<i>Fairchild-Nichols Library</i>	Trumbull	
<i>Trumbull Library</i>	Trumbull	
<i>Warren Public Library</i>	Warren	
<i>Gunn Memorial Library</i>	Washington	
<i>Louis Plantino Branch Library</i>	West Haven	
<i>Ora Mason Branch Library</i>	West Haven	
<i>West Haven Public Library</i>	West Haven	
<i>Westbrook Public Library</i>	Westbrook	
<i>Weston Public Library</i>	Weston	
<i>Willington Public Library</i>	Willington	
<i>Wilton Library Association</i>	Wilton	
<i>Beardsley &amp; Memorial Library</i>	Winchester	
<i>Windsor Locks Public Library</i>	Windsor Locks	
<i>Wolcott Public Library</i>	Wolcott	
<i>Woodbridge Town Library</i>	Woodbridge	
<i>Woodbury Public Library</i>	Woodbury	
<i>Howard W. Bracken Memorial Library</i>	Woodstock	

## Network Access Service Agreement

This Network Access Service Agreement ("Agreement") is made by and between the State of Connecticut ("State"), acting herein by the Department of Administrative Services ("DAS") and its Commission for Educational Technology (the "Commission"), pursuant to Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 55 Farmington Avenue, Hartford, CT 06105, and Wolcott Public Library, having offices located 469 Boundline rd Wolcott (the "Participant").

### COST RECOVERY AND FUNDING SUPPORT

1. The Participant shall be entitled to use up to the annual committed bandwidth amount set forth in Appendix B, attached hereto and made a part hereof, for combined network access. The Participant shall pay for the total bandwidth at the monthly price set forth in Appendix B. The monthly price will be fixed for the period of July 1st to June 30th (referred to as the "fiscal year").

2. DAS, through the Network, may monitor the Participant's utilization of Network bandwidth. DAS, through the Network, shall have the right to limit Participant's utilization of the Network bandwidth if the Participant's usage exceeds the committed bandwidth on a monthly basis. Continued bandwidth usage above the Participant's committed amount for 60 days within a 90-day period will, at the Commission discretion, result in a charge for the increased amount and/or an update to Appendix B.

3. The Participant shall pay the monthly price for the bandwidth committed in Appendix B on a quarterly basis billed in arrears. Participant will be charged the monthly rate upon circuit activation and testing by DAS and will be pro-rated within the starting quarter. Payment shall be due within 45 days of the date of the invoice. Notwithstanding any provision in this Agreement, upon provisioning the circuit, DAS shall invoice Participant for the costs of provisioning the circuit. Such invoice shall be payable regardless whether the service has commenced or Participant is using the circuit. DAS shall not perform any work or services until a Notice to Proceed or Purchase Order is issued by the member library. A member library shall not incur obligations under this Contract until a Notice to Proceed or Purchase Order is issued. The issuance of a Notice to Proceed or Purchase Order is contingent on funding approval from the State Bond Commission and Universal Service Administrative Company.

4. The Participant may request an increase of its annual committed bandwidth at any time in writing to DAS, to the attention of CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or [billing@cteducation.net](mailto:billing@cteducation.net). Increases to annual committed bandwidth allocation and cost adjustments will become effective and commence upon a written update to Appendix B setting forth the increase.

5. The annual committed bandwidth and monthly price for Participant network access may not be reduced during the then-current fiscal year. A fiscal year is July 1 through the following June 30. If a Participant wants to decrease its annual committed bandwidth for the following fiscal year, Participant must submit its written request to the CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or [billing@cteducation.net](mailto:billing@cteducation.net) prior to June 1st of the then-current fiscal year. Approved decreases will take effect at the start of the following fiscal year. If the CEN/Nutmeg Network Program Office does not receive a Participant's requested decrease by June 1st, DAS reserves the right to maintain the Participant's committed bandwidth and costs at the same levels as the previous fiscal year.

6. This entire Agreement is subject to the Network's adherence to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). The DAS will continue to inform the Participants in this program of any changes in benefits or requirements of the Internet2 program.

7. DAS may add, delete or change the internet service providers.

8. DAS may by written notice to Participant change the addressee and/or address to which any notices or correspondence directed to DAS relating to this Agreement must be sent.

#### OPERATIONAL SUPPORT

1. DAS through the Network will support the equipment and connections to the Participant within the support and maintenance structure of the Network. Standard Network monitoring includes all components of the Network provided basic connectivity service and any equipment placed at the Participant's site by DAS.

2. In the event of a Network outage, the Participant should contact CEN & Nutmeg Network, Network Operations Center at 860-622-4560, Option 1, or send an e-mail to [servicedesk@cteducation.net](mailto:servicedesk@cteducation.net) and inform the operator that the service that is out is a priority service. If a call back is not received from a technician within 90 minutes, the Participant may use the trouble reporting escalation contact information provided to them in Appendix A attached hereto. At any point, the Participant may ask for additional support, upon which the service desk or other staff will make a best effort to escalate support.

3. As part of the service fees contained in this Agreement referenced in Appendix B, the Participant will receive 7x24x365 support of the connection through the CEN & Nutmeg Network, Network Operations Center. The escalation procedure for off-hours emergency support issues that the CEN & Nutmeg Network, Network Operations

Center is unable to resolve is set forth in Appendix A. Appendix A may be modified by DAS as DAS deems appropriate, subject to the reasonable consent of the Participant.

4. To address any network operational concerns in a timely manner, the Participant shall designate an emergency contact person and procedure to ensure DAS 7x24x365 access to the Participant's network.

#### NETWORK SECURITY

1. Participant agrees to use the Network in a lawful and reasonable manner consistent with the purposes of this Agreement. Participant acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Network. Except as otherwise provided herein, the Participant shall assume all risk or liability for use of the Network and shall be fully responsible for any incidents resulting from information transmitted from or to the Participant's Network connection(s).

2. DAS has the right to disable the Participant's circuit on the Network if activity originating to or from the Participant's network threatens continued operation or the security of the Network or external connections to the Network. If feasible, DAS will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.

3. The Participant shall designate in writing to DAS an emergency contact person and procedure to ensure DAS has 7x24x365 access to the Participant's network for Network security purposes.

#### ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall be in effect from the date the Commission signs below and continue uninterrupted, unless earlier terminated pursuant to this Agreement, for the term of twenty years (the "Initial Term"). At the expiration of the Initial Term, the Agreement will automatically renew for successive one year terms unless Participant provides written notice of termination to DAS 60 days prior to the expiration of the then current term or unless the Agreement is otherwise terminated by DAS pursuant to this Agreement.

2. Any changes to this Agreement shall be made in writing and signed by all parties. DAS may with at least thirty (30) days advance written notice terminate this Agreement at any time if (a) Participant fails to pay any sums due hereunder; (b) in the sole opinion of DAS, activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network or is illegal or otherwise impermissible under this Agreement; or (c) DAS deems termination to be in

the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of DAS, Participant is engaging in any activity that is illegal or endangers the Network, DAS may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. DAS may, in its sole discretion, provide Participant an opportunity to cure any defect prior to the termination taking effect. In such instance, if Participant cures the defect, DAS shall confirm in writing that the notice of termination has been rescinded.

3. If this Agreement is terminated prior to the expiration of the Initial Term and DAS is not in default of the Agreement, Participant shall render payment for all goods and services delivered by Participant and for all actual or committed costs and reasonable obligations incurred by DAS under the Lease Agreement, including any de-installation costs, incurred after such early termination.

4. Participant's use of the services in this Agreement may be subject to the rights and restrictions in that certain Lease Agreement ("Lease Agreement") by and between the State of Connecticut and Fibertech Technologies Network, LLC, dated August 27, 2001, as amended or updated. Participant acknowledges receipt of the Lease Agreement and letters dated January 21, 2011, and July 27, 2015, updating the Product Schedule of the Lease Agreement.

5. The Network access and services provided by DAS and the Commission under this Agreement are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Participant accepts all risk, including all risk with respect to suitability, use and performance of the Network. DAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. DAS shall not for any purpose capture or store any data transmitted by Participant over the Network.

7. DAS shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. DAS shall not be liable for unauthorized access to or alteration, theft or destruction of Participant's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Participant shall not be liable for indirect, consequential, incidental or special damages.

8. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. government. Participant agrees not to export or re-export any technology transmitted through the Network without first obtaining any required export license or governmental approval.

9. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

10. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This Agreement shall be deemed to have been made in Hartford, Connecticut.

11. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

12. This Agreement may not be assigned by either party without the express written consent of the other party.

13. Participant agrees to be bound by all the applicable statutes pertaining to the Department of Administrative Services - Bureau of Enterprise Systems and Technology, including but not limited to C.G.S. Sections 4d-1 et. seq.

14. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Reil, promulgated June 19, 2008 concerning use of System

Development Methodologies in accordance with their respective terms and conditions and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it.

15. The Parties agree that pursuant to C.G.S. Sec. 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

16. Pursuant to the requirements of C.G.S. sec 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

17. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

18. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

**SIGNATURE PAGE OF AGREEMENT**

**PARTICIPANT**

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

Name: Candace Barth

Title: Director

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

**STATE OF CONNECTICUT**

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

Mark Raymond

ITS Chief Information Officer

ITS Chair of Commission for Educational Technology

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

Appendix A

CEN & Nutmeg Network

Network Operations Center Escalation

7x24x365 Network Operations Center 860.622.4560, Option 1 or e-mail  
[servicedesk@cteducation.net](mailto:servicedesk@cteducation.net)

If emergency escalation beyond the CEN Network Operations Center is required, please use the following:

1st Escalation

GlobalNOC  
On-Duty Supervisor  
317.278.6625

2nd Escalation

Scott Taylor  
CEN Director  
860.622.4563 Office  
860.281.1399 Mobile  
[Scott.Taylor@uconn.edu](mailto:Scott.Taylor@uconn.edu)

3rd Escalation

Gerard (Jerry) Johnson  
Director of Enterprise Networks  
State of Connecticut  
860.622.2355 Office  
860.897.0380 Mobile  
[Gerard.johnson@ct.gov](mailto:Gerard.johnson@ct.gov)

CEN Home Page: <http://cen.ct.gov/>

CEN NOC Home Page: <http://cennoc.grnoc.iu.edu/>

Please submit problems, requests, and questions at:

<https://globalnoc.iu.edu/cennoc/support/report-a-problem.html>

CEN NOC Operations Calendars (RSS and ICAL):

<http://cennoc.grnoc.iu.edu/cennoc/support/operations-calendar.html>

## Appendix B

### Pricing Schedule Effective Date of Latest Rate Change 7-1-16

PRICE SCHEDULE	
CIRCUIT SPEED:	COST PER MONTH:
10 Mbps	\$150
100 Mbps	\$450
200 Mbps	\$750
300 Mbps	\$750
400 Mbps	\$750
500 Mbps	\$750
1 Gbps	\$1,200
2 Gbps	\$1,900
10 Gbps	\$3,000
100 Gbps	\$10,000

You will be minimally provisioned a /29 of IPv4 Addressing and a /48 of IPv6 Addressing for IP connectivity. Additional IPv4 /24 network blocks are available for rent at \$100 monthly.

Product Line Item	Price	Quantity	Total Price
Special Construction Cost: 1 time build cost; Erate eligible under Category 1	\$23,400	1	\$23,400/ 1 time payment
Fiber Operations & Maintenance: Annual recurring cost; Erate eligible under Category 1	\$3,600	1	\$3,600 (Billing begins when fiber is installed) annual payment/ 20 yrs
Network Equipment Costs: 1 time build cost; Erate eligible under Category 1 (filtering is required)	\$8,600	1	\$8,600/ 1 time payment
10 Mb ISP includes Monitoring/ Managing Equipment on Fiber Circuit Erate eligible under Category 2 (Filtering required).	\$150	12	Billing begins when circuit goes into service/ monthly cost

PARTICIPANT	STATE OF CONNECTICUT
By:	By:
Name: Candace Barth	Name: Mark Raymond
Title: Director	Title: ITS Chief Information Officer
Date:	Date:

**TYNAN & IANNONE**  
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June 16, 2016

Chairman David Valletta  
Wolcott Town Hall  
10 Kenea Avenue  
Wolcott, CT 06716

**RE: LED Street Light Maintenance Services Contract**

Dear Chairman Valletta and Members of the Wolcott Town Council:

I understand that the LED Street Light Maintenance Services Contract with Tanko will be on your Agenda for your June 21, 2016 meeting. The Town has recently closed on the transfer of the Street Lights and this is the final phase of the conversion. By accepting this maintenance service contract Tanko would agree to perform the necessary maintenance of the Town street lights.

I reviewed the Contract and find it acceptable. I may have additional thoughts associated with this matter for our meeting on Tuesday.

Thank you very much for your attention to this matter.

Very truly yours,

  
Brian Tynan

BT/an

CONTRACT FOR  
"LED STREET LIGHT MAINTENANCE SERVICES"

This Contract is made as of the **1st day of July, 2016** (the "Effective Date"), by and between the Town of Wolcott, Town Hall, 10 Kenea Avenue, Wolcott, CT 06716, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and Tanko Streetlighting, Inc., a California corporation operating as a Foreign Corporation in the State of Connecticut, 220 Bayshore Blvd., San Francisco, CA 94124 (the "Contracting Party").

RECITALS:

WHEREAS, the Town recently acquired its street lighting assets from its utility, Eversource; and

WHEREAS, the Town is now responsible for ensuring that its recently acquired street lighting assets are properly maintained; and

WHEREAS, the Town is prepared to now execute a contract with Contracting Party for maintenance services for its street light assets.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work - The Contracting Party agrees to perform the Work described more fully in the attached Exhibit A – Scope of Services. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein.
2. Term – The Term shall commence on the date hereof and expire on **June 30, 2018**. At the end of the Term, the Town and Contracting Party shall have the option to extend the term for a period of an additional three (3) years, and Contracting Party shall have the option to adjust pricing to absorb any reasonable labor/material price increases (with a not to exceed adjustment of two (2) percent above the original contract pricing) at the time of Term extension.

If the Contracting Party is delayed in the performance of any of its obligations under this Agreement by the occurrence of a Force Majeure event which may not reasonably be anticipated or avoided or is otherwise beyond its control (such as a fire or other casualty, abnormal adverse weather conditions, or acts of God – collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the Contracting Party to perform the Work shall be extended for such time as the Town shall reasonably determine is necessary to permit the Contracting Party to perform in light of the effects of the Force Majeure.

If a Force Majeure occurs which makes the performance of the Agreement impossible without the expenditure of additional Town funds, the Town may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

3. Contract Documents – The Contract includes the Scope of Services (Exhibit A), the Pricing Proposal (Exhibit B), and the Insurance Requirements (Exhibit C), which are made a part hereof.
4. Price and Payment - That for, and in consideration of, the payments and agreements herein after mentioned, to be made by the Town, the Contracting Party hereby agrees with the Town to commence and to complete the WORK described as follows: “Street Light Maintenance Services” (as described in Exhibit A – Scope of Services) herein after called the WORK, in accordance with the conditions and prices stated in the Pricing Proposal (Exhibit B).

The compensation due to the Contracting Party shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

The Contracting Party will bill the Town at the completion of the work unless otherwise provided on Exhibit B, on a monthly basis, with invoices broken down to show the quantity of work performed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the Town.

The Town will pay the Contracting Party upon review and approval of such invoices by the Town or its designee, no later than thirty (30) days of Town’s receipt of invoice.

Should the Contracting Party fail to complete a routine repair within the prescribed period of five working days or less, a penalty of five (\$5.00) dollars per working day per light not so repaired for each working day beyond five days will be deducted from any payments due.

5. Right to Terminate – If the Contracting Party fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter for the Contract to further public procurements.

Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

- a. The Town shall remain liable for payments for the services and/or expenses of Contracting Party accrued prior to the effective date of the notice of termination in compliance with this Agreement (plus all costs reasonably incurred by the Contracting Party in closing the project and less all costs reasonably incurred by the Town as a result of the Contracting Party’s default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for lost profits on work not performed.
6. No Waiver or Estoppel – Either party’s failure to insist upon the strict performance by the other of any terms, provisions and conditions of the Contract shall not be a waiver

or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Payment Bond – The Contracting Party shall be required to provide the Town of Wolcott with a Payment Bond of an amount equal to 25 per cent of the total amount of the Contract from a surety company licensed to do business in the State of Connecticut and with a minimum rating of A from AM Best.
8. Indemnification and Insurance – To the fullest extent permitted by law, Contracting Party agrees to defend, indemnify and hold harmless the Town of Wolcott, its respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the Town of Wolcott, its boards and commissions) arising from, or alleged to have arisen from, any and all acts or omissions of the Contracting Party, its employees, agents, servants, contractors, and/or representatives in the performance of this Agreement. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

The Contractor agrees to name the Town of Wolcott as an additional insured and will procure and keep in force at all times, at its own expense, insurance in accordance with Insurance Exhibit C attached hereto and incorporated by reference herein.

9. Licenses, Fees, Permits and Code Compliance – The Contracting Party shall be responsible for obtaining and maintaining all requisite licenses and permits and shall be solely responsible for all fees for such obligations. The Contracting Party is responsible for complying with all applicable local, state and federal laws, codes, and regulations in the design and implementation of this project.
10. Notice – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

Thomas G. Dunn  
Mayor  
Town of Wolcott  
Town Hall, 10 Kenea Avenue  
Wolcott, CT 06716

If to the Contracting Party:

Jason Tanko  
President  
Tanko Streetlighting, Inc.  
220 Bayshore Blvd.  
San Francisco, CA 94124

11. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF WOLCOTT, CT

TANKO STREETLIGHTING, INC.

By \_\_\_\_\_  
THOMAS G. DUNN, MAYOR

By \_\_\_\_\_  
JASON TANKO, PRESIDENT

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

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

# EXHIBIT A

## Scope of Services – Town-Wide Street Light Maintenance Services

### Background

The Town recently purchased its street lighting assets from its utility, Eversource and is now responsible for ensuring that these assets are properly maintained. As such, the Town is engaging Tanko Streetlighting, Inc. (“Tanko Lighting”) to maintain and keep in good repair the Town’s approximate 728 designated street lights. The specific performed tasks will include routine and certain non-routine maintenance and/or repair work as specified herein.

### Scope of Work

Tanko Lighting will provide the Town with customer care service, asset management, maintenance and repair of the street lights owned by the Town. It should be noted that Tanko Lighting will utilize a local, qualified subcontractor to perform the in-field activities associated with this work. The work includes the following tasks.

### Phase 1: Pre-LED Conversion Maintenance Services

The Town is currently working with Tanko Lighting to comprehensively convert all the Town-owned existing High Pressure Sodium street light fixtures to Light Emitting Diode (LED) fixtures. While Tanko Lighting did not notice any significant issues during its audit, the exact overall condition of the system is largely unknown and will be much more apparent during the physical visits involved with LED installation. Additionally, the LED conversion will thoroughly assist with addressing many of the potential maintenance needs of the system, and therefore it is not in the Town’s best interest to significantly invest in the maintenance of the system prior to the LED conversion. Thus, the Phase 1 period prior to the completion of the LED conversion will merely serve as a stop-gap for the minimal number of repairs necessary until the LED conversion is complete. As such, Tanko Lighting will perform the following limited activities for Phase 1:

#### Task 1: Coordinate Repair Requests

Tanko Lighting will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko Lighting will provide the Town with a link to a website that will allow a user to interface with an online form (see Appendix A). The form will require the user to submit information about the location and observed issue(s). Tanko Lighting will review any online form submissions each working day. In the event that an emergency is reported, Tanko Lighting will immediately dispatch an installer to respond to the location within 2 – 4 hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report (see Appendix B) to the Town for review. The Weekly Report will be a live, online shared spreadsheet. Town staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the Town approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.

- Call Center Repair Requests: Tanko Lighting will provide the Town with a toll free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Form to Tanko Lighting. Tanko Lighting will review any online form submissions each working day. In the event that an emergency is reported, Tanko Lighting will dispatch an installer to respond to the location within 2 – 4 hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report (see Appendix B) to the Town for review. Town staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the Town approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.

#### Task 2: Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell
- Replacement of a failed lamp (Note that any failed High Pressure Sodium lamps will be replaced with a high wattage Compact Fluorescent Bulb or Incandescent Bulb as a stop-gap measure until the location is converted to an LED fixture. This will dramatically reduce costs while still providing ample light in the interim prior to the LED conversion. Alternatively, at the Town's option, Tanko Lighting can install a temporary stop-gap LED fixture – note that the manufacturer and wattage would be dependent upon material availability – until the location is converted to its permanent LED fixture.)
- Repair of loose wire
- Replacement of a failed fuse

Upon receipt of the Town's approval of a routine repair request, Tanko Lighting will:

- Dispatch a qualified local subcontractor to respond to the location within seven (7) working days of receipt of the Town's approved request and remedy the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Ensure standard working hours of 7:00am to 3:00pm Monday through Friday
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes (see Appendix C)

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Tanko Lighting will ensure that its subcontractor is responsible for all coordination with the utility in the event that repair of a street light outage requires involvement by the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility,

Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

### Task 3: Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the street lighting equipment

Upon receipt of an emergency repair request, Tanko Lighting will:

- Dispatch a qualified local subcontractor to respond to the location within two to four (2 – 4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that the subcontractor de-energizes street light fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to street light structural components to protect the immediate safety of the public
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
- In the event of a knockdown of a pole, Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and in particular the retrieval of Town-owned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko Lighting will supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the Town

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Tanko Lighting will ensure that its subcontractor is responsible for all coordination with the utility in the event that repair of a street light outage requires involvement by the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

#### Task 4: Traffic Control

Tanko Lighting will ensure that the following traffic control activities are properly coordinated by the subcontractor:

- Conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The subcontractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The subcontractor's vehicles and equipment will be equipped with suitable warning lights and reflective markings for working in daylight and dark.
- In the event that police details are required, the subcontractor will notify Tanko Lighting and Tanko Lighting will coordinate with the Town to schedule the details. The cost of the police details will be paid directly by the Town.

#### Task 5: Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed (see Appendix C). The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the Town to access at any time.

### Phase 2: Post-LED Conversion Maintenance Services

Once the Town accepts the final completion of the LED conversion, Tanko Lighting will commence its Phase 2: Post-LED Conversion Maintenance Services, which will include the following services:

#### Task 1: Coordinate Repair Requests

Tanko Lighting will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko Lighting will continue to provide the Town with the same link to a website that will allow a user to interface with an online form (see Appendix A). The form will require the user to submit information about the location and observed issue(s). Tanko Lighting will review any online form submissions each working day. In the event that an emergency is reported, Tanko Lighting will immediately dispatch an installer to respond to the location within 2 – 4 hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and will dispatch an installer to respond to the location within seven (7) working days.

- Call Center Repair Requests: Tanko Lighting will continue to provide the Town with the same toll free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Form to Tanko Lighting. Tanko Lighting will review any online form submissions each working day. In the event that an emergency is reported, Tanko Lighting will dispatch an installer to respond to the location within 2 – 4 hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions will dispatch an installer to respond to the location within seven (7) working days.

#### Task 2: Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell
- Replacement of a failed fixture (see Task 4 below)
- Repair of loose wire
- Replacement of a failed fuse

Upon receipt of a routine repair request, Tanko Lighting will:

- Dispatch a qualified local subcontractor to respond to the location within seven (7) working days of receipt of the repair request and remedy the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Tanko Lighting will ensure that its subcontractor is responsible for all coordination with the utility in the event that repair of a street light outage requires involvement by the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

#### Task 3: Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the street lighting equipment

Upon receipt of an emergency repair request, Tanko Lighting will:

- Dispatch a qualified local subcontractor to respond to the location within two to four (2 – 4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any

- immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that subcontractor de-energizes street light fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to street light structural components to protect the immediate safety of the public
  - If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
  - Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
  - Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
  - Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
  - In the event of a knockdown of a pole, Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and in particular the retrieval of Town-owned lighting components
  - Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko Lighting will supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the Town

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Tanko Lighting will ensure that its subcontractor is responsible for all coordination with the utility in the event that repair of a street light outage requires involvement by the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

#### Task 4: Remedy of Warranty Repairs

Tanko Lighting will serve as the First Responder and, in the event that the repair issue is identified as a result of a warranty issue (related to the LED conversion, such as a fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture), Tanko Lighting will work with the manufacturer and installer to remedy the warranty issue.

#### Task 5: Traffic Control

Tanko Lighting will ensure that the following traffic control activities are properly coordinated by the subcontractor:

- Conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The subcontractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The subcontractor's vehicles and equipment will be equipped with suitable warning

lights and reflective markings for working in daylight and dark.

- In the event that police details are required, the subcontractor will notify Tanko Lighting and Tanko Lighting will coordinate with the Town to schedule the details. The cost of the police details will be paid directly by the Town.

#### Task 6: Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, pole/fixture painting, leaning poles, repair/replacements of street light equipment due to storm damage, police detail), Tanko Lighting will provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the Town.

#### Task 7: Materials Management

Tanko Lighting will purchase and maintain an inventory of materials (such as photocells, fuses, and wiring) of sufficient quantity to be able to perform the routine service work described herein. Such parts and materials, which are part of the performance of routine street light maintenance, are considered included in the unit price service fee. Tanko Lighting warrants that materials furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.

Tanko Lighting will access and store (if requested) the Town/City-purchased inventory of spare fixtures in order to facilitate expedient fixture replacement in case of failure. Tanko Lighting will monitor spare fixture inventory and recommend that the Town/City consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

Tanko Lighting will maintain a sufficient stock of materials (wood and metal poles, mast arms, etc.) to provide for Time and Materials maintenance efforts (as outlined in Task 6: Additional Work).

#### Task 8: Administrative Support

If requested by the Town, Tanko Lighting will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the Town with its pursuit of third parties for any insurance claims.

#### Task 9: Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the Town to access at any time.

#### Appendices

- Appendix A: Online Reporting Form
- Appendix B: Phase 1: Pre-LED Conversion Weekly Report Template
- Appendix C: Phase 2: Post-LED Conversion Weekly Report Template

Connecticut

# Report a Street Light Outage- Town of Wolcott, CT

IF THIS IS AN EMERGENCY PLEASE DIAL 911.

IF A STREET LIGHT IS CREATING A SAFETY HAZARD PLEASE DIAL 855-201-2613 (TOLL FREE) FOR IMMEDIATE ASSISTANCE.

Otherwise, report any street light that need service by filling out this form.

\*Required

What is your name? \*

First and Last Name

If for some reason we are unable to locate the light, or if we need more information, can we call you? Please provide the best phone number to reach you at.

What kind of street lighting issue(s) did you come across? \*

Check all that apply

- Light is flickering
- Light outage (Light is completely out)
- Emergency / Safety Hazard - lamp is damaged and might fall/Wires are damaged and exposed
- Emergency / Safety Hazard - Street light pole has been knocked down
- Other

What is the pole number? \*

The number on a street light pole will likely identify it. It is usually three or five characters long and located approximately six feet up the pole or on the base of the pole facing street side. Some numbers will be hard to read, others may not. Wood poles usually have many numbers on them and they may be confusing. If you cannot locate the three or five digit number, or pole number, do not report it.

What is the nearest address to the light in question?

Please enter both the house number and the street name (e.g. 123 Main Street)

If you have any other comments, feel free to type them below.



# APPENDIX B

## Street Light Work Order Tracking

Work Order Number	Pole #	Fixture Type	Location	Date Received	Customer Comments	Town Approval to Proceed with Remyedy (Y/N)?	Approval Date	Town Approval Response Initials	Inspection Notes	Date Visited	Resolved?	Signature
1	E00885	Cobra Head	1381 Candysia Ave	1/6/2015	Light out	N	1/17/2015	FG		1/17/2015	YES	JM
2	E01180	Cobra Head	3660 Hancock dr	1/16/2015	Light on all day	Y	1/17/2015	FG	Defective photocell. Replaced photocell. Laser wire at immediate. Repaired.	1/25/2015	YES	DS
3	E01848	Cobra Head	312 or 321 Lowell Dr	1/21/2015	Light flickering	Y	1/25/2015	FG				

# APPENDIX C

## Street Light Work Order Tracking

Work Order Number	Pole #	Fixture Type	Location	Date Received	Installed	Customer Comments	Tanko Notes	Inspection Notes	Date Visited	Resolved?	Signature
1	E00685	Cobra Head	1391 Carlyle Ave	1/8/2015	Yes	Light out	Provide reason of failure and resolve	Fuse blown. Replaced fuse.	1/9/2015	Yes	JM
2	E01180	Cobra Head	3888 Hancock dr.	1/16/2015	Yes	Light on all day	Provide reason of failure and resolve	Defective photocell. Replaced photocell.	1/17/2015	Yes	JM
3	E01846	Cobra Head	312 of 321 Lowell Dr	1/21/2015	Yes	Light flickering	Provide reason of failure and resolve	Loose wire at handhole. Repaired.	1/25/2015	Yes	DS

## EXHIBIT B – PRICING PROPOSAL

### Pre-LED Conversion Street Light Maintenance Services

Price for the Pre-LED Conversion Street Light Maintenance Services as described in Exhibit A – Scope of Services shall be on a time and materials basis, as outlined in the rates below. Tanko Lighting shall invoice the Town on a monthly basis by the 10<sup>th</sup> day of every month, for the previous month's services. Payment is due by the Town within 30 days of the invoice date.

### Post-LED Conversion Street Light Maintenance Services

Price for Post LED Conversion Street Light Maintenance Services as described in Exhibit A – Scope of Services shall be \$1.00/fixture/month. Tanko Lighting shall invoice the Town on a monthly basis by the 10<sup>th</sup> day of every month, for the previous month's services. Payment is due by the Town within 30 days of the invoice date.

### Unit Price Schedule - Labor Only

	Total
Remove & Replace Wood Pole (up to 35') Standard Install (not in pavement or cement)	\$ 2,800.00
Remove & Replace Steel Pole (up to 35') Standard Install (not in pavement or cement)	\$ 2,400.00
Reset Existing Pole w/ New Base (base supplied by Town) (up to 35')	\$ 3,600.00
Remove & Replace Head only (if outside scope of work)	\$ 380.00
Remove and Replace Head and Arm	\$ 400.00
Complete removal of Head and Arm	\$ 250.00
Straighten Leaning Pole	\$ 140/hr

### Hourly Rates Reference

Electrician with Bucket Truck - Regular Hours	\$130-155 / hr
Electrician with Bucket Truck - OT (in excess of 8 hours )	M-F, 4:30PM-8:00AM at 1.5X standard rates
Electrician with Bucket Truck - Sunday / Holiday	2X standard rates

### Notes:

All numbers are for prevailing wage labor only. DO NOT include material, police, or disposal of wood poles. DO include disposal of aluminum poles, arms, and fixtures.

All service calls are 3 hour minimum. Standard rate per additional man is \$85/hr. When possible, service requests will be batched to maximize the efficiency of the 3 hour minimum service call.

# EXHIBIT C - INSURANCE REQUIREMENTS

be entitled to present to the TOWN OF WOLCOTT, and the TOWN OF WOLCOTT shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WOLCOTT may require. Any such claim by Consultant for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by the Consultant of final payment hereunder shall be held to be a waiver and release of any and all claims against the TOWN OF WOLCOTT under or by virtue of this Agreement. Upon such final payment, the TOWN OF WOLCOTT shall be furnished with a full release from Consultant.

## ARTICLE V – STATUS OF PARTIES

The relationship of the CONSULTANT to the TOWN OF WOLCOTT shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

## ARTICLE VI – INSURANCE

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WOLCOTT directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WOLCOTT covering all Services to be performed under this Agreement:

- (a) After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

### **1. Commercial General Liability Insurance:**

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

### **2. Commercial Automobile Liability Insurance**

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

### **3. Worker's Compensation Insurance**

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

### **4. Umbrella Liability Insurance**

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$3,000,000 per occurrence, \$3,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WOLCOTT and shall provide no less than thirty (30) days' notice to the TOWN OF WOLCOTT in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WOLCOTT as an additional insured.

Certificates of Insurance acceptable to the TOWN OF WOLCOTT shall be delivered to the TOWN OF WOLCOTT FINANCE OFFICE prior to the commencement of the services and kept in force throughout the term hereof.

- (b) The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

## **ARTICLE VII – INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the TOWN OF WOLCOTT and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the negligent performance of the work.

## **ARTICLE VIII – SUBCONTRACTORS**

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WOLCOTT the name of the Subcontractor(s), the work the Subcontractor is expected to perform and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WOLCOTT reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly

Town of Wolcott							
SBEA Breakdown							
<b>Wolcott Public Works</b>							
Total Project Cost	\$ 21,155.54						
Conservation Incentive	\$ 6,196.66						
Net Total Cost to Customer	\$ 14,958.88						
Annual Estimated Cost Savings	\$ 3,006.36						
Payback (months)	60						
<b>Wolcott Public Library</b>						<b>SUMMARY</b>	
Total Project Cost	\$29,320.65				Total Project Cost	\$	75,709.23
Conservation Incentive	\$11,264.49				Conservation Incentive	\$	27,413.03
Net Total Cost to Customer	\$18,056.16				Net Total Cost to Customer	\$	48,296.20
Annual Estimated Cost Savings	\$5,063.92				Annual Estimated Cost Savings	\$	13,708.37
Payback (months)	43				Annual Cost (4 years)	\$	12,074.05
					Annual Positive Cash Flow	\$	1,634.32
					Payback (months)		42
<b>Wolcott Dept. of Public Safety</b>							
Total Project Cost	\$ 25,233.04						
Conservation Incentive	\$ 9,951.88						
Net Total Cost to Customer	\$ 15,281.16						
Annual Estimated Cost Savings	\$ 5,638.09						
Payback (months)	33						

**JK ENERGY SOLUTIONS**

76 Watertown Road Suite 2A  
 Thomaston, CT 06787  
 Phone: (860)888-9297

**Project: CT16-946177**

January 26, 2016

WOLCOTT DEPT OF PUBLIC  
 SAFETY  
 10 KENEA AVE  
 WOLCOTT, CT 06716

Dear Thomas:

The following is a summary of proposed retrofit work to be performed in accordance with the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") Small Business Energy Advantage program:

**Customer Cost Summary:**

	<u>Electric Summary</u>	<u>Natural Gas Summary</u>
Non-Taxable Amount:	\$25,233.04	
Taxable Amount:	\$0.00	
<b>Conservation Fund Incentive:</b>	<b>\$9,951.88</b>	
Sales Tax:	\$0.00	
<b>Net Total Cost to Customer:</b>	<b>\$15,281.16</b>	

**Project Description:**

End Use: Lighting  
 Business Area Serviced: 001 Entrance, 002 Reception, 003 Fire Marshall Office, 003A Fire Marshall Office OCC SENS, 004 Fire Chiefs Office, 004A Fire Chiefs Office OCC SENS, 005 Chiefw Hallway, 006 Conference room, 006A Conference room OCC SENS, 007 Chiefs Secretary, 007A Chiefs Secretary OCC SENS, 008 Chiefs Lounge, 008A Chiefs Lounge OCC SENS, 009 Staff Lounge, 010 Main Hallway, 011 Light Before Cellblock, 012 Assembly, 012A Assembly OCC SENS, 013 Report Writing, 014 Rear Hallway, 015 Rear Hallway cont., 016 Stariwell, 017 Upstairs hallway, 018 Dectective Division, 018A Dectective Division OCC SENS, 019 Sgt. Boutots Office, 019A Sgt Boutot's Office OCC SENS, 020 Detective Main Area, 020A Detective Main Area OCC SENS, 021 Dispatch Hallway, 022 Dispatch, 023 Shift Commander, 023A Shift Commander OCC SENS, 024 Captains Office, 024A Captains Office OCC SENS, 025 Records - main, 026 Records - small office, 026A Records - small office OCC SENS, 027 Reception on walls, 028 Bollards Along front, 029 Fire Marshall Entrance, 030 Ground mount shining on sign, 031 Ground mount shining on flag pole, 032 2 Single Head Poles front lot, 033 Left Drive 2 single head poles, 034 Rear 2-head pole, 035 Rear 1- head pole, 036 Rear Entracne/Under carport, 037 Right Side Drive 1 Head Pole

	<u>Electric End Uses</u>	<u>Natural Gas End Uses</u>
Annual Energy Savings	40,797 KWH	
Estimated Cost Savings	\$5,638.09	
Estimated Payback Period (before Incentive)	4 Year(s)	
Material	\$17,296.66	
Labor	\$7,936.38	
Sub-total	\$25,233.04	

End Use: None  
 Business Area Serviced: Incentive Cap Adjustment

**Electric End Uses**

**Natural Gas End Uses**

Annual Energy Savings	0KWH
Estimated Cost Savings	\$0.00
Estimated Payback Period (before Incentive)	0 Year(s)
Material	\$0.00
Labor	\$0.00
Sub-total	\$0.00

**Summary Page:**

Estimated Annual Energy Savings:	40,796	kWh
Estimated Cost Savings:	\$5,638.09	
Estimated Payback Period (After incentive):	3	Year(s)
Non-Taxable Amount:	\$25,233.04	
Taxable Amount:	\$0.00	
Sales Tax:	\$0.00	
Total Project Cost:	\$25,233.04	

**Project Financial Summary:**

Non-Taxable Amount:	\$25,233.04
Taxable Material / Labor:	\$0.00
Sub-total Project Costs:	\$25,233.04
Sales Tax:	\$0.00
Total Project Costs:	\$25,233.04
<b>Conservation Incentive:</b>	\$9,951.88
Net Total Cost to Customer:	\$15,281.16
Customer Unfinanced Balance / Buydown:	\$0.00
Customer Loan Amount:	\$15,281.16
Monthly Payment:	\$391.82
# of Months:	39

The lighting estimates described above are based on a review of a sample of lighting fixtures in your facility. For all measures, operating hour estimates provided by representatives of your facility are used to calculate savings. All existing lighting fixtures are assumed to be fully operational. The Energy Advantage Customer Assessment report explains the proposed retrofit in detail. Conditions found during the installation phase may require revisions to the proposed estimates, based on actual measures installed. Changes in processes, operations, equipment or operating hours will impact the savings estimates.

The documentation for this agreement consists of the Customer Application - Agreement, Customer Assessment and this document.

This Agreement shall be valid only if accepted and signed by the customer by 03/26/2016. Failure to sign this agreement by this date may render this agreement null and void. Project must be completely installed and submitted to utility within one-hundred-eighty (180) calendar days from when customer signs this document. Beyond 180 days, project is subject to cancellation at the Utility's discretion.

Thank you for considering the Small Business Energy Advantage Program.

I have read this document and reviewed the Assessment report. I understand that the values described above are the estimates and that actual results may vary.

X \_\_\_\_\_

Customer Signature

\_\_\_\_\_ Date

\_\_\_\_\_

Customer Print Name

\_\_\_\_\_

Customer Title

### Customer Assessment

<b>Name:</b> WOLCOTT DEPT OF PUBLIC SAFETY <b>Address:</b> 225 NICHOLS RD Wolcott, CT 06716 <b>Contact:</b> Dunn, Thomas Phone: (203)879-1414	<b>Eversource Account #:</b> 51389593013 <b>Project Administrator:</b> Martinez, Thomas <b>Rate Code:</b> 030 <b>Total Sq Ft:</b> 0 <b>Inspection Contact:</b> same as main
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Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer Demand/P Peak Day Savings kW	Winter Savings kW	Annual Savings kWh	Lifetime Savings kWh	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
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**Category: High Performance Lighting**

<b>Location: 001 Entrance</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2-32W T8, ELEC BAL		13	8,760	0.08	0.06	743	9,654	\$102.63	\$301.41	\$12.06	\$313.47	\$120.57	\$4.82	\$125.39
Qty: 3	WATT:60			kW		kWh	kWh							

**Location: 002 Reception**

Type: 2 FT. LINEAR LED TUBE														
Item: 2-2 FT FLUORESCENT		13	8,760	0.07	0.05	619	8,045	\$85.53	\$463.10	\$24.15	\$487.25	\$185.25	\$9.65	\$194.90
Qty: 5	WATT:33			kW		kWh	kWh							

**Location: 003 Fire Marshall Office**

Type: 4 FT. LINEAR LED TUBE														
Item: 2-4 LED TUBE 1/1NP8		13	1,820	0.14	0.10	266	3,454	\$36.72	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48
Qty: 4	WATT:60			kW		kWh	kWh							

**Location: 004 Fire Chiefs Office**

Type: 4 FT. LINEAR LED TUBE														
Item: 2-4 LED TUBE 1/1NP8		13	1,820	0.07	0.05	133	1,727	\$18.36	\$200.94	\$9.66	\$210.60	\$80.38	\$3.86	\$84.24
Qty: 2	WATT:60			kW		kWh	kWh							

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual \$ Savings	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day Savings kW	Annual Savings kW	Annual Savings kW	Lifetime Savings kWh									
<b>Location: 005 Chiefw/ Hallway</b>																
Type: 2 FT. LINEAR LED TUBE																
Item: 2x2 FT FLUORESCENT	Item: 2x2 LED TUBE 1/1NFB	13	8,760	0.05	0.04	495	6,436	\$68.42	\$370.48	\$19.32	\$389.80	\$148.20	\$7.72	\$155.92		
Qty: 4	WATT:33	Qty:4	WATT:21	kW	kW	kWh	kWh									
fore Note: 2x4 2L TB																
<b>Location: 006 Conference room</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2x32W TB, ELEC BAL	Item: 2x4 LED TUBE 1/1NFB	13	2,080	0.14	0.10	304	3,948	\$41.97	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
fore Note: 2x4 2L TB																
<b>Location: 007 Chiefs Secretary</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2x32W TB, ELEC BAL	Item: 2x4 LED TUBE 1/1NFB	13	2,600	0.14	0.10	380	4,935	\$52.46	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
fore Note: 2x4 2L TB																
<b>Location: 008 Chiefs Lounge</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2x32W TB, ELEC BAL	Item: 2x4 LED TUBE 1/1NFB	13	2,600	0.14	0.10	380	4,935	\$52.46	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
fore Note: 2x4 2L TB																
<b>Location: 009 Staff Lounge</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2x32W TB, ELEC BAL	Item: 2x4 LED TUBE 1/1NFB	13	2,600	0.14	0.10	380	4,935	\$52.46	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
fore Note: 2x4 2L TB																

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Cost of (*)	Disposal Cost	Measure Cost	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day Savings kW	Watt/Day Savings kW	Annual Savings kWh	Lifetime Savings kWh								
<b>Location: 010 Main Hallway</b>															
Type: 4 FT. LINEAR LED TUBE															
Item: 2x4 LED TUBE 1/1NP8	Qty: 14	WATT:29	13	8,760	0.47 kW	0.33 kW	4,476 kWh	58,193 kWh	\$618.64	\$1,406.58	\$67.62	\$1,474.20	\$562.66	\$27.02	\$589.68
Location Note: 2x4 2L T8															
<b>Location: 011 Light Before Cellblock</b>															
Type: 2 FT. LINEAR LED TUBE															
Item: 2x2 LED TUBE 1/1NP8	Qty: 1	WATT:33	13	8,760	0.01 kW	0.01 kW	124 kWh	1,609 kWh	\$17.11	\$92.62	\$4.83	\$97.45	\$37.05	\$1.93	\$38.98
Location Note: 2x2 2L T8															
<b>Location: 012 Assembly</b>															
Type: 4 FT. LINEAR LED TUBE															
Item: 2x4 LED TUBE 1/1NP8	Qty: 9	WATT:60	13	3,016	0.31 kW	0.22 kW	991 kWh	12,880 kWh	\$136.92	\$904.23	\$43.47	\$947.70	\$361.71	\$17.37	\$379.08
Location Note: 2x4 2L T8															
<b>Location: 013 Report Writing</b>															
Type: 4 FT. LINEAR LED TUBE															
Item: 2x4 LED TUBE 1/1NP8	Qty: 1	WATT:29	13	2,600	0.03 kW	0.02 kW	95 kWh	1,234 kWh	\$13.12	\$100.47	\$4.83	\$105.30	\$40.19	\$1.93	\$42.12
Location Note: 2x4 2L T8															
<b>Location: 014 Rear Hallway</b>															
Type: 2 FT. LINEAR LED TUBE															
Item: 2x2 LED TUBE 1/1NP8	Qty: 4	WATT:33	13	8,760	0.05 kW	0.04 kW	495 kWh	6,436 kWh	\$68.42	\$370.48	\$19.32	\$389.80	\$148.20	\$7.72	\$155.92
Location Note: 2x2 2L T8															

Customer Initial and Date: \_\_\_\_\_

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Demand/Peak Day Savings	Winter kW Savings	Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				kW	kW											
<b>Location: 015 Rear Hallway cont.</b>																
Type: 2 FT. LINEAR LED TUBE																
Item: 2FT FLUORESCENT	Item: 2L4 LED TUBE 1/NPB	13	8,760	0.01	0.01	124	1,609	\$17.11	\$92.62	\$4.83	\$97.45	\$37.05	\$1.93	\$38.98		
Qty: 1	WATT:33	Qty:1	WATT:21	kW	kW	kWh	kWh									
before Note: 2x2 2L T8																
<b>Location: 016 Stairwell</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2-32W T8, ELEC BAL	Item: 2L4 LED TUBE 1/NPB	13	8,760	0.14	0.10	1,279	16,627	\$176.75	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
before Note: 2x4 2L T8																
<b>Location: 017 Upstairs hallway</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2-32W T8, ELEC BAL	Item: 2L4 LED TUBE 1/NPB	13	8,760	0.24	0.17	2,238	29,097	\$309.32	\$703.29	\$33.81	\$737.10	\$281.33	\$13.51	\$294.84		
Qty: 7	WATT:60	Qty:7	WATT:29	kW	kW	kWh	kWh									
before Note: 2x4 2L T8																
<b>Location: 018 Delective Division</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2-32W T8, ELEC BAL	Item: 2L4 LED TUBE 1/NPB	13	5,824	0.07	0.05	425	5,527	\$58.76	\$200.94	\$9.66	\$210.60	\$80.38	\$3.86	\$84.24		
Qty: 2	WATT:60	Qty:2	WATT:29	kW	kW	kWh	kWh									
before Note: 2x4 2L T8																
<b>Location: 019 Sgt. Boutois Office</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2-32W T8, ELEC BAL	Item: 2L4 LED TUBE 1/NPB	13	2,600	0.14	0.10	380	4,935	\$52.46	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48		
Qty: 4	WATT:60	Qty:4	WATT:29	kW	kW	kWh	kWh									
before Note: 2x4 2L T8																

**Customer Assessment**

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day KW	Winter KW									
<b>Location: 020 Detective Main Area</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x32W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	5,824	0.31	0.22	1,913	24,872	\$264.40	\$904.23	\$43.47	\$947.70	\$361.71	\$17.37	\$379.08
Qty: 9	WATT:60	Qty: 9	WATT:29	KW		KWh	KWh							
Before Note: 2x4 2L T8														
<b>Location: 021 Dispatch Hallway</b>														
Type: 2 FT. LINEAR LED TUBE														
Item: 2FT FLUORESCENT	Item: 2x2 LED TUBE 1/NPB	13	8,760	0.05	0.04	495	6,436	\$68.42	\$370.48	\$19.32	\$389.80	\$148.20	\$7.72	\$155.92
Qty: 4	WATT:33	Qty: 4	WATT:21	KW		KWh	KWh							
Before Note: 2x2 2L T8														
<b>Location: 022 Dispatch</b>														
Type: INCANDESCENT Type: LED A 19														
Item: 60W	Item: 12 W	8	8,760	0.34	0.24	3,249	25,992	\$449.01	\$279.00	\$0.00	\$279.00	\$111.60	\$0.00	\$111.60
Qty: 9	WATT:60	Qty: 9	WATT:10	KW		KWh	KWh							
<b>Location: 023 Shift Commander</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x32W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	8,760	0.07	0.05	639	8,313	\$88.38	\$200.94	\$9.66	\$210.60	\$80.38	\$3.86	\$84.24
Qty: 2	WATT:60	Qty: 2	WATT:29	KW		KWh	KWh							
Before Note: 2x4 2L T8														
<b>Location: 024 Captains Office</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x32W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	2,600	0.07	0.05	190	2,467	\$26.23	\$200.94	\$9.66	\$210.60	\$80.38	\$3.86	\$84.24
Qty: 2	WATT:60	Qty: 2	WATT:29	KW		KWh	KWh							
Before Note: 2x4 2L T8														

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/ Peak Day KW	Winter KW									
<b>Location: 025 Records - main</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x4W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	4,368	0.17	0.12	797	10,363	\$110.17	\$502.35	\$24.15	\$526.50	\$200.95	\$9.65	\$210.60
before Note: 2x4 2L T8														
<b>Location: 026 Records - small office</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x4W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	4,368	0.07	0.05	319	4,145	\$44.07	\$200.94	\$9.66	\$210.60	\$80.38	\$3.86	\$84.24
before Note: 2x4 2L T8														
<b>Location: 027 Reception on walls</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x4W T8, ELEC BAL	Item: 2x4 LED TUBE 1/NPB	13	8,760	0.14	0.10	1,279	16,627	\$176.75	\$401.88	\$19.32	\$421.20	\$160.76	\$7.72	\$168.48
before Note: 4' 2L T8 WRAP														
<b>Location: 028 Bollards Along front</b>														
Type: LED BOLLARDS														
Item: 70W HIGH PRESSURE SODIUM	Item: 10 W	13	4,300	0.00	0.43	2,408	31,304	\$332.79	\$2,532.95	\$0.00	\$2,532.95	\$1,013.18	\$0.00	\$1,013.18
before Note: 70W HIGH PRESSURE SODIUM														
<b>Location: 029 Fire Marshall Entrance</b>														
Type: LED A 19														
Item: 60W	Item: 12 W	8	4,300	0.00	0.03	151	1,204	\$20.80	\$31.00	\$0.00	\$31.00	\$12.40	\$0.00	\$12.40
before Note: INCANDESCENT														

### Customer Assessment

Installation		Installation	Lifetime	Annual	Demand/P	Winter	Annual	Lifetime	Annual	Cost	Disposal	Measure	Installed	Disposal	Incentive	
Before	After	(Years)	Hours of Operation	Hours of Operation	Peak Day Savings	Savings	Savings	Savings	\$	of (*) Installation	Cost \$	Cost \$	Item Incentive \$	Item Incentive \$	\$	
				Summer												
				kW		kW		kWh		kWh		kWh		kWh		
Location: 030 Ground mount shining on sign																
Type: HID METAL																
FLOODLIGHTS (Do not include lift charge)																
Item: 100W METAL HALIDE	Item: 22 W	13	4,300	0.00	0.15	843	10,956	\$116.47	\$628.42	\$18.98	\$647.40	\$251.36	\$7.58	\$258.94		
Qty: 2	WATT:120	Qty:2	WATT:22													
After Note: RAAB FFILED18																
Location: 031 Ground mount shining on flag pole																
Type: HID METAL																
FLOODLIGHTS (Do not include lift charge)																
Item: 400W METAL HALIDE	Item: 105 W	13	4,300	0.00	0.27	1,496	19,453	\$206.80	\$836.05	\$9.49	\$845.54	\$334.42	\$3.79	\$338.21		
Qty: 1	WATT:455	Qty:1	WATT:107													
After Note: RAB FFILED105																
Location: 032 2 Single Head Poles front lot																
Type: HID METAL																
FLOODLIGHTS (Do not include lift charge)																
Item: 400W METAL HALIDE	Item: 105 W	13	4,300	0.00	0.54	2,993	38,906	\$413.60	\$1,672.10	\$18.98	\$1,691.08	\$668.84	\$7.58	\$676.42		
Qty: 2	WATT:455	Qty:2	WATT:107													
After Note: RAB FFILED105																
Location: 033 Left Drive 2 single head poles																
Type: HID METAL																
FLOODLIGHTS (Do not include lift charge)																
Item: 400W METAL HALIDE	Item: 105 W	13	4,300	0.00	0.54	2,993	38,906	\$413.60	\$1,672.10	\$18.98	\$1,691.08	\$668.84	\$7.58	\$676.42		
Qty: 2	WATT:455	Qty:2	WATT:107													
After Note: RAB FFILED105																
Location: 034 Rear 2-head pole																
Type: HID METAL																
FLOODLIGHTS (Do not include lift charge)																
Item: 150W METAL HALIDE	Item: 36 W	13	4,300	0.00	0.23	1,290	16,770	\$178.28	\$675.96	\$18.98	\$894.94	\$350.38	\$7.58	\$357.96		
Qty: 2	WATT:195	Qty:2	WATT:45													
After Note: RAB FFILED39																

Customer Initial and Date: \_\_\_\_\_

**Customer Assessment**

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day Savings kW	Winter Savings kW									
<b>Location: 035 Rear 1 - head pole</b>														
Type: HID METAL FLOODLIGHTS (Do not include lift change)														
Item: 150W METAL HALIDE	Item: 38 W	13	4,300	0.00	0.12	645	8,385	\$89.14	\$437.98	\$9.49	\$447.47	\$175.19	\$3.79	\$178.98
Qty: 1	WATT:195	Qty: 1	WATT:45	kW		kWh	kWh							
After Note: RAB FILED39														
<b>Location: 036 Rear Entrance/Under carport</b>														
Type: HID METAL FLOODLIGHTS (Do not include lift change)														
Item: 150W METAL HALIDE	Item: 40 W	13	4,300	0.00	0.00	2,354	30,605	\$325.36	\$1,546.44	\$28.47	\$1,574.91	\$618.57	\$11.37	\$629.94
Qty: 3	WATT:195	Qty: 3	WATT:40	kW		kWh	kWh							
Before Note: Canopy light														
After Note: maxilla														
<b>Location: 037 Right Side Drive 1-Head Pole</b>														
Type: HID METAL FLOODLIGHTS (Do not include lift change)														
Item: 150W METAL HALIDE	Item: 38 W	13	4,300	0.00	0.12	645	8,385	\$89.14	\$437.98	\$9.49	\$447.47	\$175.19	\$3.79	\$178.98
Qty: 1	WATT:195	Qty: 1	WATT:45	kW		kWh	kWh							
After Note: RAB FILED39														
Electricity :														
Savings :														

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/ Peak Day KW	Winter KW											

Category: Lighting

<b>Location: 003A Fire Marshall Office OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,274	0.03	0.02	75	671	\$10.31	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 004A Fire Chiefs Office OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Before Note: 2x4 2L TB	Qty: 1	WATT:58														
			1,274	0.02	0.01	37	336	\$5.15	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 006A Conference room OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,456	0.03	0.02	85	767	\$11.78	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 007A Chiefs Secretary OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 008A Chiefs Lounge OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 009A Chiefs Secretary OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 010A Chiefs Secretary OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 011A Chiefs Secretary OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

<b>Location: 012A Chiefs Secretary OCC SENS</b>																
Type: LIGHTING																
CONTROLS																
Item: OCC SENS WALL/CORNER MOUNT WIDE VIEW LOW V WIRELAY (DUAL TECH)																
Before Note: 2x4 2L TB	Qty: 1	WATT:116														
			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76		

Does Not Include Sales Tax

**Customer Assessment**

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/ Peak Day kW	Savings	Peak Day kW	Savings									
<b>Location: 012A Assembly OCC SENS</b>																
Type: LIGHTING CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Qty: 1	WATT:261			2,111	0.07	0.05	278	2,502	\$38.43	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8																
<b>Location: 018A Delective Division OCC SENS</b>																
Type: LIGHTING CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Qty: 1	WATT:58			4,076	0.02	0.01	119	1,074	\$16.49	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8																
<b>Location: 019A Sgt Boutot's Office OCC SENS</b>																
Type: LIGHTING CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Qty: 1	WATT:116			1,820	0.03	0.02	107	959	\$14.72	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8																
<b>Location: 020A Detective Main Area OCC SENS</b>																
Type: LIGHTING CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Qty: 1	WATT:261			4,076	0.07	0.05	537	4,832	\$74.20	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8																
<b>Location: 023A Shift Commander OCC SENS</b>																
Type: LIGHTING CONTROLS																
Item: NO CONTROLS (Add Occupancy Sensor)																
Qty: 1	WATT:58			6,132	0.02	0.01	179	1,615	\$24.80	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8																

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$	
				Demand/Peak Day kW	Winter kW										
<b>Location: 024A Captains Office OCC SENS</b>															
Type: LIGHTING CONTROLS															
Item: NO CONTROLS (Add Occupancy Sensor)															
Qty: 1	WATT:58			1,820	0.02	0.01	53	479	\$7.36	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76
Before Note: 2x4 2L T8															
<b>Location: 026A Records - small office OCC SENS</b>															
Type: LIGHTING CONTROLS															
Item: OCC SENS WALLCORNER MOUNT WIDE VIEW LOW V W/RELAY (DUAL TECH)															
Qty: 1	WATT:58		3,057	0.02	0.01	89	805	\$12.37	\$235.34	\$0.00	\$235.34	\$48.76	\$0.00	\$48.76	
Before Note: 2x4 2L T8															
Electricity :															
Savings :															

## Customer Assessment

				Summer																
Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Demand/Peak Day Savings kW	Winter Savings kW	Annual Savings kWh	Lifetime Savings kWh	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$						
<b>Category: Incentive Cap Adjustment</b> <b>Location: Incentive Cap Adjustment</b> Type: Incentive Cap Adjustment    Item: Incentive Cap Adjustment																				
WATT:0	WATT:0	0	0	0.00 kW	0.00 kW	0 kWh	0 kWh	\$0.00	\$0.00	\$0.00	\$0.00	\$403.28	\$0.00	\$403.28						
<b>Electricity :</b> Savings :																				

System : Small Business Energy Advantage

Run Date : 01/26/16

Project # : CT16-946177

Status : Project Approved

### Customer Assessment

Project Financial Summary (Does not include sales tax) :

Summer		Winter		Annual	Lifetime	Annual	Cost	Disposal	Measure	Installed	Disposal	Incentive	Net
Demand/P	kW	kW	kW	Savings	Savings	Savings	of (%)	Cost	Cost	Item	Incentive	Incentive	Payback
Peak Day						\$	Installation	\$	\$	\$	\$	\$	in years
4.05		5.30		40,799	506,263	\$5,638.09	\$24,576.14	\$656.90	\$25,233.04	\$9,689.42	\$262.46	\$9,951.88	2.78
Electricity :													
as :													

Customer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Note to Customer : Tom Dunn provided the hours of operation

**SMALL BUSINESS ENERGY ADVANTAGE (SBEA)  
LOAN AGREEMENT**

**Name of Borrower** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_

**Project Name:** WOLCOTT DEPT OF PUBLIC SAFETY                      **Project Number:** CT16-946177

**THIS LOAN AGREEMENT** (the "Agreement") is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource"), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ("CEEF") and ("Borrower"). Eversource and Borrower are each individually referred to as a "Party" or collectively as "Parties" in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter and a customer assessment.

**WHEREAS:**

- (a) Borrower desires to participate in the SBEA Program offered by Eversource;
- (b) Borrower desires to receive an incentive from the SBEA Program ("SBEA Program Incentive") to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- (c) Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ("Contractor");
- (d) Borrower desires to obtain financing for the Energy Efficiency Project; and
- (e) Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

**THEREFORE**, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

**1. Loan**

- (a) Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- (b) Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- (c) Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- (d) Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ("Total Energy Efficiency Project Cost").
- (e) Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the SBEA Program Incentive ("Loan amount") as set forth in Section 2.

**2. Payment**

- (a) Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement. (see Section 2).
- (b) Borrower agrees and understands that the Loan Amount and the monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled "C&LM Loan Monthly Fee".
- (c) Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- (d) Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest**

Borrower understands that interest will not be applied under this Agreement.

#### **4. Default**

Borrower agrees and understands that the occurrence of any of the following events shall be a "Default":

- (a) The nonpayment when due of any payment hereunder;
- (b) Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- (c) The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower;
- (d) Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made; or
- (e) The death of any individual Borrower or guarantor.

#### **5. Cure for Default for Borrower's Failure to Make Timely Payments**

In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

#### **6. Late Payment Fees**

Borrower agrees and understands that if the monthly payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

#### **7. Acceleration**

- (a) Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.
- (b) Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

#### **8. Eversource's Legal Remedies**

- (a) Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.
- (b) Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection related costs, including, but not limited to, attorneys fees and court costs.

#### **9. Joint and Several Liability**

Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

#### **10. Independent Contractor**

Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

#### **11. Warranties**

Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the SBEA Program Project and any part of the construction or installation thereof.

#### **12. Tax Liability**

Borrower agrees and understands that Eversource is not be responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the SBEA Program and that Borrower has consulted with its own tax counsel as to any tax effect.

### **13. Energy Savings**

(a) Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

(b) Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO -NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut Energy Efficiency Fund. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

### **14. Elimination and/or Reduction of CEEF**

Eversource Customer agrees and understands that payment under this Agreement derives from the SBEA Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the SBEA Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

### **15. Indemnification**

Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

### **16. Amendment**

This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties**

In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

**20. Notices**

Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

If to Eversource :  
Eversource  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: David Dobratz,  
Fax: 860-665-3030

With a copy to:  
Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, Connecticut 06037  
Attn: Dan Canavan, Fax: 860-665-5504

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement**

This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

**SECTION 2**

**Project Name:** WOLCOTT DEPT OF PUBLIC SAFETY

**Project Number:** CT16-946177

**Borrower:** \_\_\_\_\_

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

\$25,233.04	\$9,951.88	\$15,281.16	\$391.82	39	\$0.00
Total Project Cost	Incentive	Loan Amount	Monthly Payment	No. of Months	Customer Unfinanced Balance / Buydown*

**Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.**

\_\_\_\_\_  
Signature of Authorized Representative of Borrower

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

45-4027454

\_\_\_\_\_  
Federal Tax ID or Social Security Number

\_\_\_\_\_  
Federal Tax ID or Social Security Number

225 NICHOLS RD

76 Watertown Road Suite 2A

\_\_\_\_\_  
Service Street Address

\_\_\_\_\_  
Contractor Street Address

Wolcott, CT, 06716

Thomaston, CT 06787

\_\_\_\_\_  
Service City, State and Zip Code

\_\_\_\_\_  
City, State and Zip Code

(860)888-9297

\_\_\_\_\_  
Billing Street Address

\_\_\_\_\_  
Contractor Phone Number

\_\_\_\_\_  
Billing City, State and Zip

**Please indicate Billing Preference below (required):**

Include Loan on Monthly Electric Bill

Bill Separately

51389593013

\_\_\_\_\_  
Customer Electric Account Number

Contractor verified customer's ID

\_\_\_\_\_  
Customer email address

**ACCEPTED: Eversource**

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

Authorized Eversource Representative, David Dobratz (signature)

\_\_\_\_\_  
Date

**Print Name:** \_\_\_\_\_

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

\* Customer unfinanced balance to be paid at completion of project.

**Project: CT16-946175**

January 26, 2016

WOLCOTT PUBLIC WORKS DEPT  
 10 KENEA AVE  
 WOLCOTT, CT 06716

Dear Thomas:

The following is a summary of proposed retrofit work to be performed in accordance with the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") Small Business Energy Advantage program:

**Customer Cost Summary:**

	<u>Electric Summary</u>	<u>Natural Gas Summary</u>
Non-Taxable Amount:	\$21,155.54	
Taxable Amount:	\$0.00	
<b>Conservation Fund Incentive:</b>	<b>\$6,196.66</b>	
Sales Tax:	\$0.00	
<b>Net Total Cost to Customer:</b>	<b>\$14,958.88</b>	

**Project Description:**

End Use: Lighting  
 Business Area Serviced: 001 Main Garage, 001A Main Garage OCC SENS, 002 Main Garage, 003 Tool Crib, 004 Rear garage, 005 Rear Garage Above work Bench, 006 Kitchen, 006A Kitchen OCC SENS, 007 Couch Area, 008 Side Bay Garages, 009 Side Bay Garage , 010 Small Offices, 011 Main Office, 012 Main Office, 013 Impound Area, 014 Gas Canopy, 015 Gas Canopy

	<u>Electric End Uses</u>	<u>Natural Gas End Uses</u>
Annual Energy Savings	15,983KWH	
Estimated Cost Savings	\$3,006.36	
Estimated Payback Period (before Incentive)	7Year(s)	
Material	\$15,637.72	
Labor	\$5,517.82	
Sub-total	\$21,155.54	

End Use: None  
 Business Area Serviced: Incentive Cap Adjustment

Electric End Uses

Natural Gas End Uses

Annual Energy Savings	0KWH
Estimated Cost Savings	\$0.00
Estimated Payback Period (before Incentive)	0Year(s)
Material	\$0.00
Labor	\$0.00
Sub-total	\$0.00

**Summary Page:**

Estimated Annual Energy Savings:	15,982	kWh
Estimated Cost Savings:	\$3,006.36	
Estimated Payback Period (After incentive):	5	Year(s)
Non-Taxable Amount:	\$21,155.54	
Taxable Amount:	\$0.00	
Sales Tax:	\$0.00	
Total Project Cost:	\$21,155.54	

**Project Financial Summary:**

Non-Taxable Amount:	\$21,155.54
Taxable Material / Labor:	\$0.00
Sub-total Project Costs:	\$21,155.54
Sales Tax:	\$0.00
Total Project Costs:	\$21,155.54
<b>Conservation Incentive:</b>	\$6,196.66
Net Total Cost to Customer:	\$14,958.88
Customer Unfinanced Balance / Buydown:	\$0.00
Customer Loan Amount:	\$14,958.88
Monthly Payment:	\$311.64
# of Months:	48

The lighting estimates described above are based on a review of a sample of lighting fixtures in your facility. For all measures, operating hour estimates provided by representatives of your facility are used to calculate savings. All existing lighting fixtures are assumed to be fully operational. The Energy Advantage Customer Assessment report explains the proposed retrofit in detail. Conditions found during the installation phase may require revisions to the proposed estimates, based on actual measures installed. Changes in processes, operations, equipment or operating hours will impact the savings estimates.

The documentation for this agreement consists of the Customer Application - Agreement, Customer Assessment and this document.

This Agreement shall be valid only if accepted and signed by the customer by 03/26/2016. Failure to sign this agreement by this date may render this agreement null and void. Project must be completely installed and submitted to utility within one-hundred-eighty (180) calendar days from when customer signs this document. Beyond 180 days, project is subject to cancellation at the Utility's discretion.

Thank you for considering the Small Business Energy Advantage Program.

I have read this document and reviewed the Assessment report. I understand that the values described above are the estimates and that actual results may vary.

X

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Customer Title

### Customer Assessment

Name: WOLCOTT PUBLIC WORKS DEPT Address: 24 TODD RD Wolcott, CT 06716 Contact: Dunn, Thomas Phone: (203)879-8140	Eversource Account #: 51282083062 Project Administrator: Martinez, Thomas Rate Code: 030 Total Sq Ft: 0 Inspection Contact: same as main
--	--

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day	Savings kW	Savings kW	Savings kW									

Category: High Performance Lighting  
 Location: 001 Main Garage  
 Type: 4 FT. LINEAR LED TUBE  
 Item: 4FT FLUORESCENT 13 2,600 0.90 0.67 4,688 60,939 \$881.73 \$8,560.24 \$375.96 \$8,936.20 \$2,207.40 \$97.24 \$2,304.64  
 Qty: 52 WATT: 88 WATT: 58 kW kW

Location: 002 Main Garage  
 Type: NEW LED FIXTURES  
 Item: 4FT FLUORESCENT 13 2,600 0.02 0.02 114 1,484 \$21.48 \$265.05 \$7.23 \$272.28 \$68.34 \$1.87 \$70.21  
 Qty: 1 WATT: 88 WATT: 50 kW kW

Location: 003 Tool Crib  
 Type: 4 FT. LINEAR LED TUBE  
 Item: 4' Lamp LED TB retrofit w/ new electronic Ballast 13 2,600 0.07 0.05 379 4,922 \$71.22 \$255.00 \$7.23 \$262.23 \$65.75 \$1.87 \$67.62  
 Qty: 1 WATT: 234 WATT: 108 kW kW

Location: 004 Rear garage  
 Type: 4 FT. LINEAR LED TUBE  
 Item: 4FT FLUORESCENT 13 2,600 0.21 0.15 1,082 14,063 \$203.48 \$1,975.44 \$86.76 \$2,062.20 \$509.40 \$22.44 \$531.84  
 Qty: 12 WATT: 88 WATT: 58 kW kW

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day Savings kW	Peak Day Savings kW	Annual Savings kW	Lifetime Savings kWh									
<b>Location: 005 Rear Garage Above work Bench</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 4FT FLUORESCENT	Item: 4FT FLUORESCENT	13	2,600	0.02	0.01	90	1,172	\$16.96	\$164.62	\$7.23	\$171.85	\$42.45	\$1.87	\$44.32		
Qty: 1	WATT:88	Qty:1	WATT:58	kW	kW	kWh	kWh									
before Note: 8-4 TB 25W																
<b>Location: 006 Kitchen</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 4-32w 1-8 lamp electronic	Item: 4-32w 1-8 lamp electronic	13	2,600	0.06	0.05	325	4,219	\$61.04	\$329.24	\$14.46	\$343.70	\$84.90	\$3.74	\$88.64		
Qty: 2	WATT:112	Qty:2	WATT:58	kW	kW	kWh	kWh									
before Note: 8-4 TB																
<b>Location: 007 Couch Area</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 4-32w 1-8 lamp electronic	Item: 4-32w 1-8 lamp electronic	13	2,600	0.12	0.09	649	8,438	\$122.09	\$658.48	\$28.92	\$687.40	\$169.80	\$7.48	\$177.28		
Qty: 4	WATT:112	Qty:4	WATT:58	kW	kW	kWh	kWh									
before Note: 8-4 TB																
<b>Location: 008 Side Bay Garages</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 4FT FLUORESCENT	Item: 4FT FLUORESCENT	13	2,600	0.19	0.14	998	12,969	\$187.65	\$2,813.16	\$135.24	\$2,948.40	\$725.48	\$35.00	\$760.48		
Qty: 26	WATT:44	Qty:28	WATT:29	kW	kW	kWh	kWh									
before Note: 8-2 TB 25W 2 fixtures out																
<b>Location: 009 Side Bay Garage</b>																
Type: 4 FT. LINEAR LED TUBE																
Item: 2-60w F96T12, EEMAG	Item: 4L4 LED TUBE 1/NPB AND 8-4 RETROFIT KIT	13	2,600	0.12	0.09	631	8,203	\$118.69	\$604.71	\$35.82	\$640.53	\$155.91	\$9.24	\$165.15		
Qty: 3	WATT:128	Qty:3	WATT:58	kW	kW	kWh	kWh									

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Cost of Installation	Disposal Cost	Measure Cost	Installed Item Incentive	Disposal Incentive	Incentive	
				Demand/Peak Day Savings	Winter Savings									
<b>Location: 010 Small Offices</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x2W/78, ELEC BAL	Item: 2x4 LED TUBE 1/1NPS	13	2,040	0.05	0.04	219	2,850	\$41.24	\$301.41	\$14.49	\$315.90	\$77.73	\$3.75	\$81.48
Qty: 3	WATT:60	WATT:29		KW	KW	KWh	KWh							
<b>Location: 011 Main Office</b>														
Type: 4 FT. LINEAR LED TUBE														
Item: 2x2W/78, ELEC BAL	Item: 2x4 LED TUBE 1/1NPS	13	2,600	0.18	0.13	932	12,110	\$175.22	\$1,004.70	\$48.30	\$1,053.00	\$259.10	\$12.50	\$271.60
Qty: 10	WATT:60	WATT:29		KW	KW	KWh	KWh							
<b>Location: 012 Main Office</b>														
Type: 2 FT. LINEAR LED TUBE														
Item: 2FT FLUORESCENT	Item: 2x2 LED TUBE 1/1NPS	13	2,600	0.01	0.01	36	469	\$6.78	\$92.62	\$4.83	\$97.45	\$23.88	\$1.25	\$25.13
Qty: 1	WATT:33	WATT:21		KW	KW	KWh	KWh							
<b>Location: 013 Impound Area</b>														
Type: HID METAL ALIDE														
Item: 175W METAL HALIDE	Item: 40 W	13	4,197	0.00	0.14	1,385	18,005	\$260.52	\$1,030.96	\$18.98	\$1,049.94	\$265.82	\$4.90	\$270.72
Qty: 2	WATT:205	WATT:40		KW	KW	KWh	KWh							
<b>Location: 014 Gas Canopy</b>														
Type: HID METAL ALIDE														
Item: 175W METAL HALIDE	Item: 40 W	13	4,300	0.00	0.14	1,419	18,447	\$266.91	\$1,030.96	\$18.98	\$1,049.94	\$265.82	\$4.90	\$270.72
Qty: 2	WATT:205	WATT:40		KW	KW	KWh	KWh							

### Customer Assessment

Location	Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Cost of (*)	Disposal Cost	Measure Cost	Installed Item Incentive	Disposal Incentive	Incentive		
					Demand/Peak Day Savings	Winter Savings										
Location: 015 Gas Canopy																
Type: HID HIGH PRESSURE SODIUM		Type: LED GARAGE LIGHTS (Do not include lift charge)														
Item: 70W HIGH PRESSURE SODIUM		Item: 40 W														
Qty: 1	WATT: 90	Qty: 1	WATT: 40	13	4,300	0.00 kW	0.02 kW	215 kWh	2,795 kWh	\$40.44	\$515.48	\$9.49	\$524.97	\$132.91	\$2.45	\$135.36
Electricity :						1.95 kW	1.75 kW	13,162 kWh	171,085 kWh	\$2,475.45	\$19,602.07	\$813.92	\$20,415.99	\$5,054.69	\$210.50	\$5,265.19
Gas :																

System : Small Business Energy Advantage

Run Date : 01/26/16

Project # : CT16-946175

Status : Project Approved

### Customer Assessment

Category	Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
					Demand/Peak Day Savings kW	Winter Savings kW									
<b>Category: Lighting</b>															
<b>Location: 001A Main Garage OCC SENS</b>															
	Type: LIGHTING CONTROLS														
	Item: NO CONTROLS (Add Occupancy Sensor)														
QTY: 3	WATT:1,005	QTY:3	WATT:1,005	9	1,820	0.09 kW	0.20 kW	2,718 kWh	24,461 kWh	\$511.24	\$504.21	\$0.00	\$504.21	\$176.46	\$176.46
<b>Location: 006A Kitchen OCC SENS</b>															
	Type: LIGHTING CONTROLS														
	Item: OCC SENS WALLCORNER MOUNT WIDE VIEW/LOW V WIRELAY (DUAL TECH)														
QTY: 1	WATT:116	QTY:1	WATT:116	9	1,820	0.00 kW	0.01 kW	105 kWh	941 kWh	\$19.67	\$235.34	\$0.00	\$235.34	\$82.37	\$82.37
<b>Electricity:</b>															
<b>Gas:</b>															

Does Not Include Sales Tax

Customer Initial and Date: \_\_\_\_\_

2/26/16 01:14 PM

## Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/Peak Day Savings kW	Winter Savings kW									
Category: Incentive Cap Adjustment														
Location: Incentive Cap Adjustment														
Type: Incentive Cap Adjustment														
Item: Incentive Cap Adjustment														
QTY: 1	WATT:0	QTY:1	WATT:0	0	0	0.00 kW	0 kwh	\$0.00	\$0.00	\$0.00	\$0.00	\$672.64	\$0.00	\$672.64
Electricity:														
Gas:														

System : Small Business Energy Advantage

Run Date : 01/26/16

Project # : CT16-946175

Status : Project Approved

### Customer Assessment

#### Project Financial Summary (Does not include sales tax) :

	Summer KW	Winter KW	Annual Savings	Lifetime Savings	Annual Savings \$\$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$	Net Payback in years
Electricity :	2.04	1.96	15,985	196,487	\$3,006.36	\$20,341.62	\$813.92	\$21,155.54	\$5,986.16	\$210.50	\$6,196.66	5.20
Gas :												

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

Note to Customer : Tom Dunn provided the hours of operation

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

Does Not Include Sales Tax

2/26/16 01:14 PM

Customer Initial and Date: \_\_\_\_\_

**SMALL BUSINESS ENERGY ADVANTAGE (SBEA)  
LOAN AGREEMENT**

**Name of Borrower** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_

**Project Name:** WOLCOTT PUBLIC WORKS DEPT                      **Project Number:** CT16-946175

**THIS LOAN AGREEMENT** (the "Agreement") is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource"), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ("CEEF") and ("Borrower"). Eversource and Borrower are each individually referred to as a "Party" or collectively as "Parties" in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter and a customer assessment.

**WHEREAS:**

- (a) Borrower desires to participate in the SBEA Program offered by Eversource;
- (b) Borrower desires to receive an incentive from the SBEA Program ("SBEA Program Incentive") to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- (c) Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ("Contractor");
- (d) Borrower desires to obtain financing for the Energy Efficiency Project; and
- (e) Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

**THEREFORE**, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

**1. Loan**

- (a) Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- (b) Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- (c) Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- (d) Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ("Total Energy Efficiency Project Cost").
- (e) Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the SBEA Program Incentive ("Loan amount") as set forth in Section 2.

**2. Payment**

- (a) Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement. (see Section 2).
- (b) Borrower agrees and understands that the Loan Amount and the monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled "C&LM Loan Monthly Fee".
- (c) Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- (d) Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest**

Borrower understands that interest will not be applied under this Agreement.

#### **4. Default**

Borrower agrees and understands that the occurrence of any of the following events shall be a "Default":

- (a) The nonpayment when due of any payment hereunder;
- (b) Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- (c) The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower;
- (d) Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made; or
- (e) The death of any individual Borrower or guarantor.

#### **5. Cure for Default for Borrower's Failure to Make Timely Payments**

In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

#### **6. Late Payment Fees**

Borrower agrees and understands that if the monthly payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

#### **7. Acceleration**

(a) Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

(b) Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

#### **8. Eversource's Legal Remedies**

(a) Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

(b) Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection related costs, including, but not limited to, attorneys fees and court costs.

#### **9. Joint and Several Liability**

Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

#### **10. Independent Contractor**

Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

#### **11. Warranties**

Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the SBEA Program Project and any part of the construction or installation thereof.

#### **12. Tax Liability**

Borrower agrees and understands that Eversource is not be responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the SBEA Program and that Borrower has consulted with its own tax counsel as to any tax effect.

### **13. Energy Savings**

(a) Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

(b) Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO -NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut Energy Efficiency Fund. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

### **14. Elimination and/or Reduction of CEEF**

Eversource Customer agrees and understands that payment under this Agreement derives from the SBEA Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the SBEA Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

### **15. Indemnification**

Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

### **16. Amendment**

This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties**

In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

**20. Notices**

Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

If to Eversource :  
Eversource  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: David Dobratz,  
Fax: 860-665-3030

With a copy to:  
Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, Connecticut 06037  
Attn: Dan Canavan, Fax: 860-665-5504

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement**

This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

SECTION 2

Project Name: WOLCOTT PUBLIC WORKS DEPT

Project Number: CT16-946175

Borrower: \_\_\_\_\_

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

<u>\$21,155.54</u>	<u>\$6,196.66</u>	<u>\$14,958.88</u>	<u>\$311.64</u>	<u>48</u>	<u>\$0.00</u>
Total Project Cost	Incentive	Loan Amount	Monthly Payment	No. of Months	Customer Unfinanced Balance / Buydown*

**Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.**

\_\_\_\_\_  
Signature of Authorized Representative of Borrower

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

45-4027454

\_\_\_\_\_  
Federal Tax ID or Social Security Number

\_\_\_\_\_  
Federal Tax ID or Social Security Number

24 TODD RD

\_\_\_\_\_  
Service Street Address

76 Watertown Road Suite 2A

\_\_\_\_\_  
Contractor Street Address

Wolcott, CT, 06716

\_\_\_\_\_  
Service City, State and Zip Code

Thomaston, CT 06787

\_\_\_\_\_  
City, State and Zip Code

(860)888-9297

\_\_\_\_\_  
Billing Street Address

\_\_\_\_\_  
Contractor Phone Number

\_\_\_\_\_  
Billing City, State and Zip

51282083062

\_\_\_\_\_  
Customer Electric Account Number

Please indicate Billing Preference below (required):

Include Loan on Monthly Electric Bill

Bill Separately

Contractor verified customer's ID

\_\_\_\_\_  
Customer email address

ACCEPTED: Eversource

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

\_\_\_\_\_  
Authorized Eversource Representative, David Dobratz (signature)

\_\_\_\_\_  
Date

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

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

\* Customer unfinanced balance to be paid at completion of project.

**Project: CT16-946178**

January 26, 2016

WOLCOTT PUBLIC LIBRARY  
 10 KENEA AVE  
 WOLCOTT, CT 06716

Dear Candace:

The following is a summary of proposed retrofit work to be performed in accordance with the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") Small Business Energy Advantage program:

**Customer Cost Summary:**

	<u>Electric Summary</u>	<u>Natural Gas Summary</u>
Non-Taxable Amount:	\$29,320.65	
Taxable Amount:	\$0.00	
<b>Conservation Fund Incentive:</b>	<b>\$11,264.49</b>	
Sales Tax:	\$0.00	
<b>Net Total Cost to Customer:</b>	<b>\$18,056.16</b>	

**Project Description:**

End Use: Lighting  
 Business Area Serviced: 001 Main Reading Area, 002 Main Reading Area, 003 Main Reading Room, 004 Kids Area Front, 005 Kids Area Rear, 006 Offices, 007 Offices, 008 Quiet room, 009 Back Door, 010 Front Entrance, 011 Back Room Down Stairs, 012 Restroom, 013 Downstairs Recessed Cans, 014 1st Floor Downstairs, 015 Exterior side of building, 016 Exterior Lower Rear Entrance, 017 Exterior Rear Floor, 018 Front Soffit

	<u>Electric End Uses</u>	<u>Natural Gas End Uses</u>
Annual Energy Savings	28,164KWH	
Estimated Cost Savings	\$5,063.92	
Estimated Payback Period (before Incentive)	6Year(s)	
Material	\$21,140.76	
Labor	\$8,179.89	
Sub-total	\$29,320.65	

**Summary Page:**

Estimated Annual Energy Savings:	28,164	kWh
Estimated Cost Savings:	\$5,063.92	
Estimated Payback Period (After incentive):	4	Year(s)
Non-Taxable Amount:	\$29,320.65	
Taxable Amount:	\$0.00	
Sales Tax:	\$0.00	
Total Project Cost:	\$29,320.65	

**Project Financial Summary:**

Non-Taxable Amount:	\$29,320.65
Taxable Material / Labor:	\$0.00
Sub-total Project Costs:	\$29,320.65
Sales Tax:	\$0.00
Total Project Costs:	\$29,320.65
<b>Conservation Incentive:</b>	\$11,264.49
Net Total Cost to Customer:	\$18,056.16
Customer Unfinanced Balance / Buydown:	\$0.00
Customer Loan Amount:	\$18,056.16
Monthly Payment:	\$376.17
# of Months:	48

The lighting estimates described above are based on a review of a sample of lighting fixtures in your facility. For all measures, operating hour estimates provided by representatives of your facility are used to calculate savings. All existing lighting fixtures are assumed to be fully operational. The Energy Advantage Customer Assessment report explains the proposed retrofit in detail. Conditions found during the installation phase may require revisions to the proposed estimates, based on actual measures installed. Changes in processes, operations, equipment or operating hours will impact the savings estimates.

The documentation for this agreement consists of the Customer Application - Agreement, Customer Assessment and this document.

This Agreement shall be valid only if accepted and signed by the customer by 03/26/2016. Failure to sign this agreement by this date may render this agreement null and void. Project must be completely installed and submitted to utility within one-hundred-eighty (180) calendar days from when customer signs this document. Beyond 180 days, project is subject to cancellation at the Utility's discretion.

Thank you for considering the Small Business Energy Advantage Program.

I have read this document and reviewed the Assessment report. I understand that the values described above are the estimates and that actual results may vary.

X

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Customer Print Name

\_\_\_\_\_

Customer Title

**Customer Assessment**

Name: WOLCOTT PUBLIC LIBRARY Address: 469 BOUND LINE RD Wolcott, CT 06716 Contact: Barth, Candace Phone: (203)879-8110	Eversource Account #: 51499083004 Project Administrator: Martinez, Thomas Rate Code: 030 Total Sq Ft: 0 Inspection Contact: same as main
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Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer Demand/kW	Annual Peak Day Savings	Winter kW Savings	Annual Savings	Lifetime Savings	Annual \$ Savings	Cost of (*) Installation	Disposal Cost	Measure Cost	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
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Category: High Performance Lighting  
 Location: 001 Main Reading Area

Type: 4 FT. LINEAR LED TUBE Item: 4-32w 1-8 lamp electronic ball	13	3,146	1.77	1.12	7,624	99,116	\$1,370.85	\$8,580.24	\$375.96	\$8,936.20	\$3,289.00	\$144.04	\$3,433.04
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Location: 002 Main Reading Area

Type: 4 FT. LINEAR LED TUBE Item: 4L4 LED TUBE 1/ NPB	13	8,760	0.27	0.17	3,266	42,460	\$587.25	\$1,316.96	\$57.84	\$1,374.80	\$506.00	\$22.16	\$528.16
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Location: 003 Main Reading Room

Type: 4 FT. U-TUBE Item: 2-32w T8-U, ELEC BAL U-2-RETROFIT KIT	13	3,146	0.27	0.17	1,144	14,867	\$205.63	\$1,115.84	\$38.64	\$1,154.48	\$428.72	\$14.80	\$443.52
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Location: 004 Kids Area Front

Type: 4 FT. LINEAR LED TUBE Item: 4L4 LED TUBE 1/ NPB	13	3,146	0.14	0.09	586	7,624	\$105.45	\$658.48	\$28.92	\$687.40	\$253.00	\$11.08	\$264.08
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### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Winter		Annual Savings	Lifetime Savings	Annual Savings \$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$
				Demand/ Peak Day Savings kW	Winter Savings kW											
<b>Location: 005 Kids Area Rear</b>																
Type: 4 FT. LINEAR LED																
UORESCENT TUBE																
		Item: 4L4 LED TUBE 1/ NPB	13	3,146	0.69	0.44	2,962	38,503	\$532.52	\$3,786.26	\$28.92	\$3,815.18	\$1,454.75	\$11.08	\$1,465.83	
Qty:23	WATT:72				kW	kW	kWh	kWh								
<b>Location: 006 Offices</b>																
Type: 4 FT. LINEAR LED																
UORESCENT TUBE																
		Item: 4L4 LED TUBE 1/ NPB	13	3,146	0.55	0.35	2,375	30,879	\$427.07	\$1,975.44	\$86.76	\$2,062.20	\$759.00	\$33.24	\$792.24	
Qty:12	WATT:58				kW	kW	kWh	kWh								
<b>Location: 007 Offices</b>																
Type: 2 FT. LINEAR LED																
UORESCENT TUBE																
		Item: 2L2 LED TUBE 1/ NPB AND U-2-RETROFIT KIT	13	3,146	0.03	0.02	143	1,858	\$25.70	\$139.48	\$4.83	\$144.31	\$53.59	\$1.85	\$55.44	
Qty:1	WATT:21				kW	kW	kWh	kWh								
<b>Location: 008 Quiet room</b>																
Type: 4 FT. LINEAR LED																
UORESCENT TUBE																
		Item: 4L4 LED TUBE 1/ NPB	13	3,146	0.24	0.15	1,026	13,343	\$184.54	\$1,152.34	\$50.61	\$1,202.95	\$442.75	\$19.39	\$462.14	
Qty:7	WATT:72				kW	kW	kWh	kWh								
<b>Location: 009 Back Door</b>																
Type: 4 FT. LINEAR LED																
UORESCENT TUBE																
		Item: 4L4 LED TUBE 1/ NPB	13	3,146	0.05	0.03	198	2,573	\$35.59	\$164.62	\$7.23	\$171.85	\$63.25	\$2.77	\$66.02	
Qty:1	WATT:58				kW	kW	kWh	kWh								

Customer Initial and Date: \_\_\_\_\_

### Customer Assessment

### Customer Assessment

Installation Before	Installation After	Lifetime (Years)	Annual Hours of Operation	Summer		Annual Savings	Lifetime Savings	Annual Cost of (*)	Disposal Cost	Measure Cost	Installed Item Incentive	Disposal Incentive	Incentive	
				Demand/Peak Day Savings	Winter Savings									
Location: 015 Exterior side of building														
Type: LED WALLPACKS														
Item: 150W METAL HALIDE	Item: 28 W	13	4,300	0.00	0.09	684	8,888	\$122.93	\$362.60	\$9.49	\$372.09	\$139.32	\$3.65	\$142.97
Qty: 1	WATT:190	Qty:1	WATT:31	KW	KW	KWH	KWH							
Location: 016 Exterior Lower Rear Entrance														
Type: LED GARAGE LIGHTS (Do not include lift charge)														
Item: 150W METAL HALIDE	Item: 40 W	13	4,300	0.00	0.08	645	8,385	\$115.97	\$515.48	\$9.49	\$524.97	\$198.06	\$3.65	\$201.71
Qty: 1	WATT:190	Qty: 1	WATT:40	KW	KW	KWH	KWH							
Location: 017 Exterior Rear Floor														
Type: LED FLOODLIGHTS (Do not include lift charge)														
Item: 100W METAL HALIDE	Item: 22 W	13	4,300	0.00	0.05	421	5,478	\$75.77	\$314.21	\$9.49	\$323.70	\$120.73	\$3.65	\$124.38
Qty: 1	WATT:120	Qty:1	WATT:22	KW	KW	KWH	KWH							
Location: 018 Front Soffit														
Type: LED RECESSED LIGHTS														
Item: COMPACT FLUORESCENT	Item: 6" CAN	13	4,300	0.00	0.08	602	7,826	\$108.24	\$1,048.55	\$0.00	\$1,048.55	\$402.85	\$0.00	\$402.85
Qty: 5	WATT:42	Qty:5	WATT:14	KW	KW	KWH	KWH							
Electricity :														
Savings :														

### Customer Assessment

Project Financial Summary (Does not include sales tax) :

Summer kW	Winter kW	Annual Savings	Lifetime Savings	Annual Savings \$\$	Cost of (*) Installation	Disposal Cost \$	Measure Cost \$	Installed Item Incentive \$	Disposal Incentive \$	Incentive \$	Net Payback in years
5.57	3.82	28,163	366,135	\$5,063.92	\$28,438.59	\$882.06	\$29,320.65	\$10,926.53	\$337.96	\$11,264.49	3.57

Customer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Notes to Customer : Candace Barth provided the hours of operation

**SMALL BUSINESS ENERGY ADVANTAGE (SBEA)  
LOAN AGREEMENT**

**Name of Borrower** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_

**Project Name:** WOLCOTT PUBLIC LIBRARY **Project Number:** CT16-946178

**THIS LOAN AGREEMENT** (the "Agreement") is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource"), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ("CEEF") and ("Borrower"). Eversource and Borrower are each individually referred to as a "Party" or collectively as "Parties" in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter and a customer assessment.

**WHEREAS:**

- (a) Borrower desires to participate in the SBEA Program offered by Eversource;
- (b) Borrower desires to receive an incentive from the SBEA Program ("SBEA Program Incentive") to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- (c) Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ("Contractor");
- (d) Borrower desires to obtain financing for the Energy Efficiency Project; and
- (e) Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

**THEREFORE**, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

**1. Loan**

- (a) Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- (b) Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- (c) Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- (d) Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ("Total Energy Efficiency Project Cost").
- (e) Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the SBEA Program Incentive ("Loan amount") as set forth in Section 2.

**2. Payment**

- (a) Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement. (see Section 2).
- (b) Borrower agrees and understands that the Loan Amount and the monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled "C&LM Loan Monthly Fee".
- (c) Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- (d) Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest**

Borrower understands that interest will not be applied under this Agreement.

#### **4. Default**

Borrower agrees and understands that the occurrence of any of the following events shall be a "Default":

- (a) The nonpayment when due of any payment hereunder;
- (b) Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- (c) The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower;
- (d) Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made; or
- (e) The death of any individual Borrower or guarantor.

#### **5. Cure for Default for Borrower's Failure to Make Timely Payments**

In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

#### **6. Late Payment Fees**

Borrower agrees and understands that if the monthly payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

#### **7. Acceleration**

(a) Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

(b) Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

#### **8. Eversource's Legal Remedies**

(a) Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

(b) Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection related costs, including, but not limited to, attorneys fees and court costs.

#### **9. Joint and Several Liability**

Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

#### **10. Independent Contractor**

Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

#### **11. Warranties**

Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the SBEA Program Project and any part of the construction or installation thereof.

#### **12. Tax Liability**

Borrower agrees and understands that Eversource is not be responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the SBEA Program and that Borrower has consulted with its own tax counsel as to any tax effect.

### **13. Energy Savings**

(a) Borrower agrees and understands that Eversource does not warrant that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

(b) Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.

In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut Energy Efficiency Fund. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

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### **15. Indemnification**

Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

### **16. Amendment**

This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties**

In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

**20. Notices**

Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

If to Eversource :  
Eversource  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: David Dobratz,  
Fax: 860-665-3030

With a copy to:  
Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, Connecticut 06037  
Attn: Dan Canavan, Fax: 860-665-5504

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement**

This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

SECTION 2

Project Name: WOLCOTT PUBLIC LIBRARY

Project Number: CT16-946178

Borrower: \_\_\_\_\_

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

<u>\$29,320.65</u>	<u>\$11,264.49</u>	<u>\$18,056.16</u>	<u>\$376.17</u>	<u>48</u>	<u>\$0.00</u>
Total Project Cost	Incentive	Loan Amount	Monthly Payment	No. of Months	Customer Unfinanced Balance / Buydown*

**Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.**

\_\_\_\_\_  
Signature of Authorized Representative of Borrower

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Name of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Title of Signer (print)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature  
45-4027454

\_\_\_\_\_  
Federal Tax ID or Social Security Number

\_\_\_\_\_  
Federal Tax ID or Social Security Number

469 BOUND LINE RD  
Service Street Address

76 Watertown Road Suite 2A  
Contractor Street Address

Wolcott, CT, 06716  
Service City, State and Zip Code

Thomaston, CT 06787  
City, State and Zip Code

\_\_\_\_\_  
Billing Street Address

(860)888-9297  
Contractor Phone Number

\_\_\_\_\_  
Billing City, State and Zip

**Please indicate Billing Preference below (required):**

Include Loan on Monthly Electric Bill

51499083004

Bill Separately

\_\_\_\_\_  
Customer Electric Account Number

Contractor verified customer's ID

\_\_\_\_\_  
Customer email address

ACCEPTED: Eversource

By: \_\_\_\_\_  
Authorized Eversource Representative, David Dobratz (signature)

\_\_\_\_\_  
Date

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

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

\* Customer unfinanced balance to be paid at completion of project.