



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

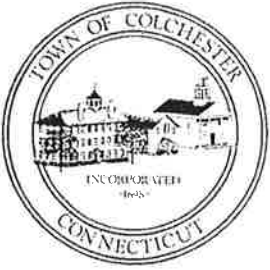
**AMENDED**  
**Board of Selectmen Agenda**  
**Regular Meeting**  
**Immediately following the Public Hearing at 7pm**  
**Thursday, June 1, 2017**  
**Colchester Town Hall**  
**Meeting Room 1**

RECEIVED  
COLCHESTER, CT  
2017 MAY 30 AM 11:24  
*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
  1. Approve Minutes of the May 18, 2017 Regular Board of Selectmen Meeting
  2. Approve Minutes of the May 25, 2017 Special Board of Selectmen Meeting
  3. CHVFD Tax Exemption Eligibility Committee – Richard Peruta resignation
  4. Sewer & Water Commission – Ron Silberman reappointment for a three year term to expire on 6/30/2020
5. Budget Transfers
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Police Commission
    1. Christopher Cameron to be interviewed
    2. John Carroll to be interviewed
  - b. Youth Services Advisory Board – Pamela Scheibelein to be interviewed
  - c. Planning and Zoning Commission
    1. Meaghan Kehogreen possible appointment for a three year term to expire 12/1/2019
    2. Butch Przekopski to be interviewed
  - d. Parks and Recreation Commission – Matt Pulse to be interviewed
  - e. Blight Ordinance Citation Hearing Officer – Donald Philips to be interviewed
  - f. Snow Citation Hearing Officer – Sheila Tortorigi possible appointment for a three year term to expire 6/1/2020
7. Discussion and Possible Action on Electrical Supplier Contract
8. Citizen's Comments
9. First Selectman's Report

10. Liaison Reports

11. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, May 18, 2017  
Colchester Town Hall @ 7pm

RECEIVED  
COLCHESTER, CT  
2017 MAY 18 PM 1:04  
Boyle Rosemary  
GAYLE FURMAN  
TOWN CLERK

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Denise Mizla, Selectman John Jones and via teleconference Selectman Stan Soby

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** PW Director J Paggioli, Town Clerk G Furman, Registrar D Mrowka, S Coyle, five students and Clerk T Dean

**1. Call to Order**

A Shilosky called the meeting to order at 7:00 p.m.

**2. Additions to the Agenda** – A Shilosky asked to move 6C to 6D, add 6C Police Commission – Christopher Cameron to be interviewed.

R Coyle moved to move and add item to the agenda as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**3. Citizen's Comments** – none

**4. Consent Agenda**

1. Approve Minutes of the May 4, 2017 Regular Board of Selectmen Meeting
2. Municipal Agent for the Elderly – Reappointment of Patty Watts for a one-year term to expire on 6/17/2018
3. Ethics Commission - Reappointment of Dan Henderson for a three-year term to expire on 3/31/2020
4. Tax Refunds and Rebates  
\$75.17 to Jessica Brown, \$740.30 to Gallery Cinemas LLC, and \$36.10 to Rossi Law Offices

R Coyle moved to approve the consent agenda, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**5. Budget Transfer** – none

**6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

- a. Planning and Zoning Commission – Meaghan Kehogreen to be interviewed – was interviewed
- b. Snow Citation Hearing Officer – Sheila Tortorigi to be interviewed – was interviewed
- c. Police Commission – Christopher Cameron to be interviewed – R Coyle moved to conduct this interview at the next meeting on June 1, 2017, seconded by D Mizla. Unanimously approved. MOTION CARRIED
- d. Economic Development Commission – David Koji to be interviewed – not present

**7. Discussion and Possible Action on WJMS Building Project Emergency Change Orders Authorization**

A Shilosky explained that the Building Project chair has the authority to sign change orders. He is not always immediately reachable. The committee would like to add Ken Jackson, who is the BOE facility manager, as an emergency backup for authorization. Chain of command will still be in place.

R Coyle moved the Board support and authorize the WJMS Building Committee's request to add Ken Jackson, BOE Facility Manager, as an authorized signer for time sensitive change orders valued at no more than \$20,000 if the chair T Tyler is unavailable and unreachable. K Jackson shall report on all such transactions which have transpired since the previous meeting so that they may become part of the public record, seconded by J Jones. Unanimously approved. MOTION CARRIED.

**8. Discussion and Possible Action on Creating Ordinance for Sewer & Water and Police Commissions**

Board discussed process. The idea is to take the language from the current Charter and tweak. It would only become effective upon the passage of the new Charter. If the process is not started now there would be a lapse. S Soby

stated he would be concerned with any lapse in the event something should happen. Board decided to start the process now so that everything would be in place without lapse if the Charter passes.

S Soby moved to start the process to create ordinances for the Sewer & Water and Police Commission, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Sewer and Water Commission will draft an ordinance for the Boards review.

**9. Discussion and Possible Action on Final Report and Recommendation of the Senior Center Subcommittee**

R Coyle included historical connotation so that people can see the steps and how it came to fruition. Committee worked hard and R Coyle thanked them very much. Decided without the financial piece they couldn't develop a timeline. The BOS and BOF will need to do this together. When interviewing for a Senior Center Building Committee, need to focus on getting a mix of people to bring to the table. Strategic plan not complete, hopes to be done by July. R Coyle stated that this is the furthest they have come since 2007. A Shilosky thanked the subcommittee group and all that were involved.

S Soby moved to accept the final report and recommendation of the Senior Center Subcommittee, seconded by J Jones. Unanimously approved. MOTION CARRIED

**10. Discussion and Possible Action on Approval of Sewer and Water FY 2017-2018 Operating Budget**

S Soby moved to adopt the 2017-2018 Fiscal Year Sewer and Water Commission Operating Budget as recommended and submitted by the Sewer and Water Commission at their meeting on May 11, 2017, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**11. Discussion and Possible Action on Appropriation from Sewer Capital Fund Joint Facilities WWTP**

J Paggioli stated there are two options; one to include it in the rate structure but once the rate is raised it can't be lowered. The more advantageous way for rate payers to keep the rate stable is to appropriate the funds from the sewer capital fund, since the fund is at a healthy balance.

R Coyle moved as the Town of Colchester WPCA to appropriate \$117,500 from the Sewer Capital Fund for the Town of Colchester portion of costs for improvements to the Colchester-East Hampton Waste Water Treatment Plant consisting of the Automatic Bar Screen and Septage Automation Station projects, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**12. Discussion and Possible Action to Authorize Exclusive Service Area Colchester Water**

D Mizla moved to reaffirm the municipal limits of the Town of Colchester be the exclusive service area of the Colchester Sewer and Water Commission, that the First Selectman be authorized to sign and submit the "Statement of Confirmation of Exclusive Service Area Boundaries Eastern Water Supply Management Area" for the municipal limits of the Town of Colchester as depicted on Map 'ESA Fig. 6", seconded by J Jones. Unanimously approved. MOTION CARRIED

**13. Citizen's Comments – none**

**14. First Selectman's Report**

A Shilosky reported that the Board of Finance put in funding for the IT backup plan starting July 2017 through June 2018. Alpha Q received a 2.5 million dollar grant from the State, to do construction to add on 49,000sq ft. The plan has been approved by P&Z.

**15. Liaison Reports**

J Jones reported on Conservation Commission – application for duplex on Amston Road. Petition by concerned residents was signed. Public Hearing to come soon. Application was tabled. Ridgewood Dr driveway and culvert pipe application was tabled until the commission received better plans.

R Coyle reported on WJJMS Building Committee – approved \$385,988 invoices for O&G and Arcadus. A presentation by Multivista regarding providing photo as-built during project. Under slab work and demolition in progress now. Reimbursement issue on gym being worked out.

Fire Dept – Paramedic program is being worked on. Presentation to come to the BOS soon. Ambulance Incentive Program on target with budget.

Open Space – Discussed land swap. Thought the rural character was protected, seemed fair but had concerns on setting precedence.

D Mizla reported on Charter Revision – Public Forum held on 5/1., 25 people attended. Discussion most on Town Clerk and Tax Collector positions. Standardizing terms of office for BOF/BOS/BOE and First Selectman. Discussed recommendation from Town Council. BOS will see draft sometime in June. Then will have another Public Forum.

S Soby reported on Agriculture Commission – Continue to support farm to school project. K Kosiba and the Garden Club National conference will be touring Colchester.  
Planning & Zoning – regulation modification discussion around temporary signs and drafting acceptable sign and processes to avoid violations of regulations to foster cooperation. Accessory apartment size discussion led to discuss the minimum house size for single family house structure. Looking at language regarding duplex in rural zone and subdivisions.

**16. Adjourn**

R Coyle moved to adjourn at 8:11 p.m., seconded by J Jones. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Dean", with a long horizontal flourish extending to the right.

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Special Meeting Minutes  
Thursday, May 25, 2017

Colchester Town Hall, immediately following the Special Board of Finance Meeting at 7:30pm

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman John Jones, Selectman Stan Soby, Selectman Denis Mizla, and Selectman Rosemary Coyle

**MEMBERS ABSENT:** none

- 1. Call to Order**  
First Selectman A Shilosky called the meeting to order at 7:57pm
- 2. Discussion and Possible Action on Setting the Annual Town Budget Meeting Date to Consider and Act upon the 2017-2018 Budget**  
R Coyle moved to set the Town Meeting date on June 6, 2017 at 7pm at Town Hall to send the Town Budget in the amount of \$14,708,083 and the Board of Education Budget in the amount of \$40,636,405 to Town Meeting, seconded by S Soby. Unanimously approved. MOTION CARRIED
- 3. Adjourn**  
J Jones moved to adjourn at 8:02pm, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED  
COLCHESTER, CT  
2017 MAY 30 AM 11:11  
GAYLE FURMAN  
TOWN CLERK

## Tricia Dean

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**From:** Art Shilosky  
**Sent:** Thursday, May 25, 2017 9:07 AM  
**To:** Tricia Dean  
**Subject:** Fw: Civilian member of the Volunteer Firefighter Tax Abatement Review Board

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**From:** Rick Peruta <rperuta@aol.com>  
**Sent:** Wednesday, May 24, 2017 5:01 PM  
**To:** John Chaponis; Art Shilosky; Walter Cox  
**Subject:** Civilian member of the Volunteer Firefighter Tax Abatement Review Board


Greetings,

As of today, May 24, 2017, in good conscience, I am no longer able nor willing to serve as the Civilian representative to the Town of Colchester Volunteer Firefighter Tax Abatement Review Board.

With respect,

Richard Peruta  
860-250-6171

## Town of Colchester Interoffice Memorandum

**To:** Art Shilosky, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works   
**CC:**  
**Date:** May 26, 2017  
**Re:** Electricity Procurement Recommendation

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Over the last 4 months I have been researching the wholesale market for Electricity Suppliers for the Town of Colchester and Board of Education Facilities with the assistance of Chris Jordan of DelMac Consulting. The general electrical supply market has been decreasing however most of the retail market has only been willing to provide for short term guarantees of the reduced cost per kilo-watt hour. The contracts are generally determined by spot market conditions in regard to energy cost and supply excesses and other factors. The existing electrical supply contract with Trans Canada is scheduled to expire on January of 2018. It was decided to reach out to suppliers prior to the high use periods during the summer cooling months, or the winter heating season. The primary criteria for the procurement was the availability of an electric supplier to provide a fixed price contract for an extended period 36 months or more, without any pass through charges. With the existing business retail market subject to supplier costs ranging from 8.31 ¢/kWh to 10.49 ¢/kWh for a 12 month fixed term without enrollment or cancellation fees, the availability to access the whole sale market is critical for potential savings of long term electrical providers. All electrical accounts were offered in total or separate in order to maximize potential savings.

The initial solicitation was sent to all providers of wholesale electrical supply that serve the ISO New England grid. Many suppliers were unwilling to commit to a fixed price for a 36 month term. With the proposed legislation in regard to the Dominion/Millstone plant being allowed to sell directly to the retail, contact was also made with Dominion to determine if they would entertain reduced pricing for a full municipal account.

As with the existing contract, DelMac was returned with two suppliers that provided the most advantageous pricing. One was the Town's existing supplier TransCanada and the other was a new supplier to the New England region. Both returned proposed pricing at 5.99 cents/kwh fixed pricing. Only TransCanda was willing to hold the fixed price for a term of 48 months.

Monitoring of the trending of rates over the last 6 months, industry trends has consistently shown that TransCanada has provided the least expensive fixed rate per kWh and has offered terms that are most favorable for the Town to pursue. In particular is that TransCanada 1) allows for an expansion of 20% more usage without and change in rate, 2) produces power that would be in accordance with the State of Connecticut's goal of percentage of renewable energy.

The present contract kWh charge for the three year fixed contract is 7.9250¢/kWh, The proposed rate quoted for the four year term is 5.99 ¢/kWh. This represents a 24.4% reduction in the generation portion of the Electrical bills. Including the distribution portion of the Electrical billing (14 to 19 ¢/kWh subject to change) this would represent an estimated total savings of 7.1% I have attached a sample contract and have reviewed such with regard to the language.

There is no direct cost to the Town for the consulting services provided by DelMac Consulting, with their fees being paid for by the electrical suppliers exclusively.

At this point I would recommend that the Town enter into a contract with TransCanada Power Marketing, Ltd. to be the Electrical supplier for the Town of Colchester and Colchester School District facilities for a 4 year term beginning in January of 2018 and continuing until January of 2022, incorporating the daily Confidential Price Proposal into the contract with the associated Conditions and that the First Selectman be authorized to sign any necessary documents as applicable.

**Proposed Motion: That the Town of Colchester enter into a contract with TransCanada Power Marketing, Ltd. to be the Electrical supplier for the Town of Colchester and Colchester School District facilities for a 4 year term beginning in January of 2018 and continuing until January of 2022, incorporating the daily Confidential Price Proposal into the contract with the associated Conditions and that the First Selectman be authorized to sign any necessary documents as applicable.**



**POWER PURCHASE AGREEMENT  
CONFIRMATION**

May 25, 2017

This Confirmation, upon execution and delivery represents a legally binding Transaction between **TransCanada Power Marketing Ltd.** ("TransCanada") and **Town of Colchester, Connecticut** (the "Buyer") and shall incorporate and be subject to the Terms and Conditions of the Power Purchase Agreement dated **December 31, 2014** between TransCanada and Buyer (the "Agreement"), except to the extent expressly stated herein. This Confirmation together with the aforementioned Agreement constitute a single agreement between the Parties and any capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

**1. Supply Term**

The **Supply Term** applicable for each account specified in Section 4 of this Confirmation:

shall begin coincident with the first meter read date after	January 1, 2018
and shall end coincident with the first meter read date after	January 1, 2022

If, upon conclusion of the Supply Term, TransCanada is unsuccessful in unenrolling, or Buyer's new supplier is unsuccessful in enrolling, Buyer's accounts, TransCanada shall nonetheless continue to provide Electrical Supply service to Buyer's account(s) until service can be discontinued at the next earliest opportunity (the "Bridge Term"). In addition, should Buyer and TransCanada agree to the terms of a new Confirmation during the Bridge Term, this Transaction shall automatically terminate upon the start of the Supply Term under such new Confirmation. The Parties recognize and acknowledge that the Bridge Term does not obligate either Party to an extension of this Agreement, other than for that period of time necessary from the end of the Supply Term until Buyer's accounts are either enrolled by another competitive supplier or returned to the default service provided by the Transmitting Utility.

**2. Charges for Electrical Supply**

- (a) During the Supply Term, Buyer agrees to pay to TransCanada, in accordance with the terms of this Agreement, the following:
- (i) the **Contract Price**, which shall be the price as set out in the table immediately below multiplied by the Energy up to the Contract Quantity;

<b>Contract Price</b>
<b>5.990 ¢/kWh</b>

- (ii) any applicable charges for:

Pass-through cost	Terms & Conditions Reference
1. Electrical Supply in excess of Contract Quantity	Section 4.3
2. the installation of New On-Site Generation	Section 4.5
3. Capacity charges	Section 4.6
4. Taxes	Section 6.2

**Note:** TransCanada shall charge, and Buyer shall be responsible for, any applicable taxes unless and until Buyer provides to TransCanada proper and complete proof of tax exemption status.

- (iii) any Winter Reliability Program costs incurred by TransCanada to serve Buyer. Winter Reliability Program costs means the program approved by the Federal Energy Regulatory Commission in Docket ER15-2208 and shall include any program extension or replacement or successor program approved by FERC for any winter periods, in whole or in part, that fall within the Supply Term;
  - (iv) any costs incurred by TransCanada within the Supply Term to meet its regulatory compliance obligation for any state law or regulation established after the date of this Confirmation to address climate change and/or greenhouse gas emissions, with respect to the quantity of Supplied Energy consumed by Buyer.
- (b) Notwithstanding Section 2(a) of this Confirmation, during the Bridge Term, Buyer agrees to pay to TransCanada, in accordance with the terms of this Agreement, the following: (i) the Contract Price, which, for the purposes of the Bridge Term, shall be equal to the Average Hourly Spot Energy Price multiplied by the Supplied Energy; and (ii) any applicable Taxes under Section 6.2.

**3. Contract Parameters**

- (a) Various contract parameters are as follows

Contract Parameter	Value	Terms & Conditions Reference	Set approximately equal to:
<b>Contract Quantity</b>	<b>675,000 kWh/month</b>	Section 4.3	20% above historic summer kWh usage
<b>Capacity Allowance</b>	<b>n/a</b>	Section 4.4	20% above historic peak kW demand
<b>Generation Allowance</b>	<b>75,000 kWh/month</b>	Section 4.5	15% of avg. kWh/mo. over a typical year

**POWER PURCHASE AGREEMENT  
 CONFIRMATION**

<b>Net Consumption Minimum</b>		Section 4.5	80% of typical usage for applicable months
Jan – Feb	350,000 kWh/month		
Jun – Aug	350,000 kWh/month		
All other months	350,000 kWh/month		

(b) The Buyer hereby represents and warrants to TransCanada that there is no **existing on-site generation** installed at any of Buyer's Service Point(s) listed under this Confirmation, except as listed in the table below. The Generation Allowance applies only to New On-Site Generation and not to existing generation facilities listed in this section.

Facility Name or Description	Generation Type	Nameplate capacity

**4. Service Points**

TransCanada shall sell, and Buyer shall purchase, the Electrical Supply at Buyer's facilities as set out in the Account Schedule to this Confirmation.

**5. Invoices**

- (a) The Billing Method shall be **Dual Billing** (as described in Section 6.1 of the Terms and Conditions)
- (b) The **Payment Term** shall be **20 days**.
- (c) All invoices are to be sent to the address(es) set out in the Account Schedule to this Confirmation.

**6. Enrollment**

In accordance with Section 5.1, TransCanada shall employ its best efforts to enroll Buyer's accounts and Buyer agrees to take steps to cooperate with TransCanada's efforts to perform such enrollment, including but not limited to providing TransCanada with a copy of an electric utility bill prepared by Buyer's Transmitting Utility for each account specified in Section 4 of this Confirmation. TransCanada shall time its requests for enrollments and un-enrollments based on the Supply Term and the Transmitting Utility's scheduled meter read dates. Buyer understands that the exact start and end dates are determined by the Transmitting Utility's actual meter read dates for each account. TransCanada shall not be held liable if a Transmitting Utility's actual meter read date causes Buyer's supply service with TransCanada to commence or end on a date that is not exactly consistent with the Supply Term. TransCanada shall not be held liable to Buyer for not enrolling Buyer's accounts if such failure was due to any cause beyond TransCanada's control.

**7. Addresses for Notices**

TransCanada Power Marketing Ltd. 110 Turnpike Road, Suite 300 Westborough, MA 01581 Attn: Stuart Ormsbee Phone: (508) 871-1857 Fax: (508) 898-0433 Email: <a href="mailto:stuart_ormsbee@transcanada.com">stuart_ormsbee@transcanada.com</a>	Town of Colchester, Connecticut 127 Norwich Avenue Colchester, CT 06415 James Paggioli Phone: 860-537-7288 Fax: 860-537-7273 Email: <a href="mailto:jpaggioli@colchesterct.gov">jpaggioli@colchesterct.gov</a>
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**8. Resource Mix**

TransCanada's state disclosure labels containing information about its resource mix and air emissions is available on its website at [www.transcanada.com/disclosurelabels.html](http://www.transcanada.com/disclosurelabels.html).

**9. Representations and Warranties**

Each Party represents and warrants that it has the necessary corporate and legal authority to enter into this Confirmation and to perform each duty and obligation imposed by this Confirmation and that this Confirmation, when executed by the duly authorized representatives of each Party, represents a valid, binding and enforceable legal obligation of the Party. Each Party represents that each individual affixing a signature to this Confirmation has been duly authorized to execute this Confirmation on behalf of the Party he or she represents, and that by signing the Confirmation, a valid, binding and enforceable legal obligation of the Party has been created. Buyer acknowledges that (i) the Contract Price is a fixed price for the Supply Term and will not fluctuate based on market prices for Electrical Supply; and (ii) it has made its own independent decision to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and is capable and prepared to assume such risks.

Further and with respect to Buyer, Buyer represents and warrants to TransCanada, continuing throughout the term of the Agreement, with respect to the Agreement and this Confirmation, as follows:

- (i) all acts necessary to the valid execution, delivery and performance of this Confirmation, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and any ordinances, bylaws or other regulations applicable to Buyer and its obligations under this Confirmation,
- (ii) all persons making up the governing body of the Buyer are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law,

**POWER PURCHASE AGREEMENT  
CONFIRMATION**

- (iii) entry into and performance of this Confirmation by the Buyer are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law,
- (iv) the term of this Confirmation does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law,
- (v) Buyer shall not assert as a defense to the enforceability of this Confirmation, including without limitation to any claim for payment hereunder, that Buyer's obligations hereunder are invalid or unenforceable because they are in conflict with the terms of any bond indenture or bond ordinance to which it is a party, the Act or any relevant constitutional, organic or other governing documents and applicable law,
- (vi) entry into and performance of this Confirmation by the Buyer will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Buyer that is otherwise entitled to such exclusion, and
- (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

"Act" means the governing law specified under Section 1.3 of the Terms and Conditions.

**On the date of execution of the Confirmation, and as a condition to the obligations of TransCanada under this Confirmation, Buyer shall provide TransCanada with a notarized certificate, from its duly authorized representative in the form attached as Exhibit B-1 to the Agreement, certifying the authority of the Buyer to enter into this Confirmation.**

**10. Execution and Effectiveness**

Effectiveness of this Confirmation is dependent upon the delivery to TransCanada of an executed copy by no later than 4:00 PM on **May 25, 2017**. If Buyer has a maximum demand of 500 kW or less, Buyer may terminate this Confirmation without penalty up until midnight of the third Business Day after the date Buyer executes this Confirmation. Acceptance of this Confirmation after such date and time shall be at the sole discretion of TransCanada. Delivery of a copy of this Confirmation by facsimile is good and sufficient delivery.

Signed and delivered.

**TransCanada Power Marketing Ltd.**

**Town of Colchester, Connecticut**

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Per:

\_\_\_\_\_  
Per:

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Per:

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Per:

**POWER PURCHASE AGREEMENT  
CONFIRMATION**

**ACCOUNT SCHEDULE  
List of Service Points**

Service Address	Town	ST	Utility Account #	Load Zone	TC#
127 Norwich Ave	Colchester	CT	51280503053 - 871602004	CT	TOWNOFCOLCHESTERC006
140 Taintor Hill Rd	Colchester	CT	51276934015 - 964292006	CT	TOWNOFCOLCHESTERC034
215 Old Hebron Rd	Colchester	CT	51044903052 - 325012003	CT	TOWNOFCOLCHESTERC002
215 Old Hebron Rd	Colchester	CT	51991603093 - 355702004	CT	TOWNOFCOLCHESTERC013
315 Halls Hill Rd	Colchester	CT	51162903017 - 537902008	CT	TOWNOFCOLCHESTERC026
315 Halls Hill Rd	Colchester	CT	51642134092 - 901782003	CT	TOWNOFCOLCHESTERC028
315 Halls Hill Rd	Colchester	CT	51895013001 - 449902002	CT	TOWNOFCOLCHESTERC025
360 Norwich Ave	Colchester	CT	51013703061 - 111802002	CT	TOWNOFCOLCHESTERC021
360 Norwich Ave	Colchester	CT	51252392097 - 900991008	CT	TOWNOFCOLCHESTERC022
380 Norwich Ave	Colchester	CT	51367703063 - 433802004	CT	TOWNOFCOLCHESTERC020
387 Halls Hill Rd	Colchester	CT	51719534042 - 944982003	CT	TOWNOFCOLCHESTERC019
40 Norwich Ave	Colchester	CT	51702492059 - 727991000	CT	TOWNOFCOLCHESTERC011
424 Westchester Rd	Colchester	CT	51452392038 - 989891009	CT	TOWNOFCOLCHESTERC008
52 Old Hartford Rd	Colchester	CT	51130203052 - 454502003	CT	TOWNOFCOLCHESTERC003
55 Cabin Rd	Colchester	CT	51673292066 - 945891007	CT	TOWNOFCOLCHESTERC032
584 Norwich Ave	Colchester	CT	51723503017 - 459602008	CT	TOWNOFCOLCHESTERC031
611 Norwich Ave	Colchester	CT	51572603009 - 135702000	CT	TOWNOFCOLCHESTERC024
611 Norwich Ave	Colchester	CT	51672603008 - 864702009	CT	TOWNOFCOLCHESTERC023
78 Lake Hayward Rd	Colchester	CT	51652903048 - 655343004	CT	TOWNOFCOLCHESTERC037
8 Linwood Ave	Colchester	CT	51553903055 - 807012006	CT	TOWNOFCOLCHESTERC010
95 Norwich Ave	Colchester	CT	51229392063 - 579891004	CT	TOWNOFCOLCHESTERC005
Elmwood Hts	Colchester	CT	51975903063 - 826902004	CT	TOWNOFCOLCHESTERC030
Flat Brook Rd	East Hampton	CT	51990103095 - 636502006	CT	TOWNOFCOLCHESTERC029
Hayward Ave - Green	Colchester	CT	51008392011 - 841991002	CT	TOWNOFCOLCHESTERC001
Highwood Cir	Colchester	CT	51259503035 - 599702006	CT	TOWNOFCOLCHESTERC035
Jjis	Colchester	CT	51480492081 - 586891002	CT	TOWNOFCOLCHESTERC027
Lebanon Ave	Colchester	CT	51160492070 - 108991001	CT	TOWNOFCOLCHESTERC036
Main St	Colchester	CT	51933034092 - 256682003	CT	TOWNOFCOLCHESTERC014
Norwich Ave	Colchester	CT	51183292044 - 059891005	CT	TOWNOFCOLCHESTERC018
Old Hartford Rd	Colchester	CT	51321492019 - 869991000	CT	TOWNOFCOLCHESTERC007
Old Hartford Rd	Colchester	CT	51972992044 - 017302005	CT	TOWNOFCOLCHESTERC012
Old Hebron Rd - P&R	Colchester	CT	51462392069 - 203991000	CT	TOWNOFCOLCHESTERC009
Prospect Hill Rd	Colchester	CT	51671003051 - 561302002	CT	TOWNOFCOLCHESTERC033
Route 85	Colchester	CT	51752103085 - 139402006	CT	TOWNOFCOLCHESTERC016



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 CONFIRMATION**

Street Lights	Colchester	CT	51507792042 - 038102008	CT	TOWNOFCOLCHESTERC017
Streetlight(S)	Colchester	CT	51855292074 - 749891005	CT	TOWNOFCOLCHESTERC015
Transfer Station	Colchester	CT	51150992097 - 611302008	CT	TOWNOFCOLCHESTERC004

**Contact information for invoicing**

All invoices will be sent via USPS to the address(es) indicated below unless Buyer indicates desire to receive invoices via email.

Town of Colchester, Connecticut 127 Norwich Avenue Colchester, CT 06415	Please deliver by email only <input type="checkbox"/> , or by both USPS and email <input type="checkbox"/>
Attn: James Paggioli	E-mail {required}: JPaggioli@colchesterct.gov
Phone: 860-537-7288	
Fax: 860-537-7273	
E-mail {required}: JPaggioli@colchesterct.gov	

Town of Colchester, Connecticut

Per: \_\_\_\_\_

The final page of this Agreement is the Disclosure Label.  
 For internal use only:  
 CRT=DA  
 CT=RN  
 MRKTR=LK

**POWER PURCHASE AGREEMENT  
CONFIRMATION**

**EXHIBIT B-1**

**CERTIFICATE  
(for Municipal Buyers)**

To: TRANSCANADA POWER MARKETING LTD. ("TransCanada")

Re: Power Purchase Agreement dated **May 25, 2017** between **Town of Colchester, Connecticut ("Buyer")** and TransCanada, including the Terms and Conditions, any and all Confirmations and all the schedules attached thereto, including, without limitation, the **Power Purchase Agreement Confirmation dated May 25, 2017 (collectively, the "Agreement")**

I, \_\_\_\_\_ [Signator], HEREBY CERTIFY that I am the \_\_\_\_\_ [Title] of the Buyer and that, as such, I am authorized to execute this Certificate on behalf of the Buyer and, as it relates to the Agreement, I further certify that:

1. The execution, delivery, observance and performance of the Agreement does not and will not conflict with or result in a breach or constitute a default under any of: (A) the articles, by-laws, constitutional, organic or other relevant governing and organizational documents of the Buyer, or (B) the terms or provisions of any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which the Buyer is a party or by which the Buyer is bound or to which the Buyer is subject;
2. The person signing the Agreement has the legal authority to execute and deliver the Agreement on behalf of the Buyer;
3. The Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms;
4. Buyer is fully aware and has acknowledged that the costs associated with capacity, and congestion, as referenced under Article 4 of the Agreement, may be significant and has agreed to be fully responsible for all such costs in accordance with the terms of the Agreement;
5. Buyer has read Section 9.4 of the Agreement and has acknowledged that the Liquidated Damages provided for under that provision constitutes a reasonable pre-estimate of damages and agrees to fully comply with such provision under the circumstances set forth therein;
6. The Buyer and the person signing the Agreement has satisfied and complied with all applicable ordinances, resolutions, public notices and other local requirements with respect to any approvals and authorizations necessary for the execution, delivery and performance of the Agreement by the Buyer; and
7. I am signing this Certificate with a full and complete understanding of the risks and consequences of the matters that I am certifying herein.

IN WITNESS WHEREOF, I have hereunder set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: [Signator]  
Title: [Title]

SUBSCRIBED and SWORN to me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**POWER PURCHASE AGREEMENT  
CONFIRMATION**

***TransCanada Power Marketing Ltd.***  
***Energy Source Disclosure Label***  
***Connecticut***  
***April 2017***

Competitive Electric Suppliers in Connecticut must, by law, distribute energy source disclosures to indicate the sources of energy used to generate the electricity consumed by its customers. This fact sheet provides information about the power sources used and air emissions created to generate the electricity consumed by TransCanada's customers in Connecticut.

**Power Sources**

***(October 2015—September 2016)***

*This table compares TransCanada's supply mix to the total New England supply mix.*

	<u>TCPM'S Mix</u>	<u>New England Mix</u>
<b>Sources meeting Connecticut's definition of renewable energy resources</b>		
<b>Class I</b>		
Biomass - Class I	12.6 %	0.0 %
Digester Gas	0.0 %	0.0 %
Hydro – Class I	0.2 %	0.0 %
Landfill Gas	0.5 %	0.0 %
Natural Gas	0.0 %	0.0 %
Solar Photovoltaic	3.1 %	0.0 %
Wind	10.9 %	0.0 %
<b>Total Class I</b>	<b>27.3 %</b>	<b>0.0 %</b>
<b>Class II</b>		
Biomass -Class II	0.0 %	0.0 %
Hydro – Class II	0.0 %	0.0 %
Trash to Energy	2.5 %	0.0 %
<b>Total Class II</b>	<b>2.5 %</b>	<b>0.0 %</b>
<b>Class III</b>		
<b>C&amp;LM</b>	0.88 %	0.0 %
<b>CHP</b>	0.05 %	0.0 %
<b>Total Class III</b>	<b>0.94 %</b>	<b>0.0 %</b>
<b>Other sources</b>		
Coal	2.3 %	2.9 %
Hydro – Other	0.2 %	6.0 %
Low Impact Hydro Institute*	4.3 %	0.0 %
Natural Gas	51.1 %	40.9 %
Nuclear	2.3 %	28.1 %
Oil	7.5 %	10.2 %
Other	1.5 %	11.9 %
<b>Total Other</b>	<b>69.4 %</b>	<b>100.0 %</b>
<b>TOTAL</b>	<b>100 %</b>	<b>100 %</b>

***Note: it is not known how much of the New England mix is made up of Class I, II and III resources.***

*\* Low Impact Hydro Institute (LIHI) certification means that these plants meet or exceed rigorous criteria in eight key areas: river flows, water quality, fish passage and protection, watershed protection, threatened and endangered species protection, cultural resource protection, recreation, and facilities recommended for removal.*

***If you have questions or need further explanation, please contact TransCanada Power Marketing toll-free, at 1-877-634-2928.***

**Air Emissions**

***(October 2015—September 2016)***

*This table compares air emissions from TransCanada's electricity mix to average emission levels from all New England power sources.*

	<u>TCPM's Mix (lbs/MWh)</u>
<b>Carbon Dioxide (CO<sub>2</sub>)</b>	<b>1017</b>
<i>This is 23% greater than the New England Average</i>	
<b>Nitrogen Oxide (NO<sub>x</sub>)</b>	<b>0.69</b>
<i>This is 9% less than the New England Average</i>	
<b>Sulfur Dioxide (SO<sub>2</sub>)</b>	<b>0.79</b>
<i>This is 15% less than the New England Average</i>	

*Notes: lbs/MWh = pounds per Megawatt-hour  
1 Megawatt-hour = 1,000 kilowatt-hours*

## Compare Generation Rates

You are here: Home > Compare Generation Rates



Compare Offers  
Generate Supply Cost

Connecticut's Official Rate Board

Contact PURA at 800-382-4586 with questions or complaints

Print File Print

Control your energy bills by finding generation rates that fit your needs. See what else you can do to control your cost!

**Be Energy Smart**

**Understand How to Switch**

Compare Offers and Offers on Our Rate Board

Smart Apps

Step 1: Choose Your Utility   Step 2: Select Your Account Type   Step 3: Get Offers

Eversource   UI   Home   Business   **COMPARE OFFERS**

ENERGY OFFERS  
GENERATION OFFERS

*Disclaimer: The offer information on this website is provided for informational purposes and may not represent a complete and/or accurate listing of all offers in the Connecticut marketplace. Savings or additional cost are based on the supplier's rate per kWh. Contact individual suppliers to confirm offers, terms, and conditions before enrolling.*

National Rate Changes

Filter

Savings Calculator

<b>Type of Offer:</b> <input type="radio"/> All <input type="radio"/> Fixed <input type="radio"/> Fixed-Tiered <input type="radio"/> Variable (Business)	<b>Term of Offer:</b> <input type="radio"/> - All -	<b>Customize Your Savings</b> The Rate Board uses typical consumption and the current Standard Service rate as default values to estimate savings.  You can refine your savings by entering your usage and/or current rate. Then click UPDATE.  PLAN TYPE: <input type="radio"/> Rate 030 <input type="radio"/> Rate 035  <table border="1"> <thead> <tr> <th>Usage/mo. (kWh)</th> <th>Rate (kWh)</th> </tr> </thead> <tbody> <tr> <td>2000</td> <td>\$ 0.083130</td> </tr> </tbody> </table>	Usage/mo. (kWh)	Rate (kWh)	2000	\$ 0.083130
Usage/mo. (kWh)	Rate (kWh)					
2000	\$ 0.083130					
<b>Fees:</b> <input type="checkbox"/> No Cancellation Fee <input type="checkbox"/> No Enrollment Fee	<b>Renewable Energy:</b> <input type="radio"/> All-CT Minimum 22.5%					
<b>Special Terms:</b> <input type="text"/> Type keyword	<b>Maximum Rate:</b> <input type="text"/> 0%					

Showing: **4** Offers

SUPPLIER	PLAN DESCRIPTION	RENEWABLE ENERGY	GENERATION SUPPLY RATE	GENERATION SUPPLY COST PER MONTH	MONTHLY SAVINGS OR ADDITIONAL COST
<b>EVERSOURCE ENERGY</b>	Fixed See Other Info No Cancellation Fee No Enrollment Fee	22.5% Renewable Meets CT's Minimum Requirement	8.31¢	\$166.26	
(800) 286-2000	<a href="#">Other Info</a>				<a href="#">Contact/Enroll</a> <a href="#">More About Supplier</a>





<p><b>Fixed</b> 6 Billing Cycles No Cancellation Fee No Enrollment Fee New Customers <a href="#">Other Info</a></p>	<p>100% Renewable Exceeds CT's Minimum Requirement</p>	<p>9.49¢</p>	<p>\$189.80</p>	<p>\$23.54 Additional Cost</p>
<p><b>Fixed</b> 12 Billing Cycles No Cancellation Fee No Enrollment Fee</p>	<p>100% Renewable Exceeds CT's Minimum Requirement</p>	<p>10.49¢</p>	<p>\$209.80</p>	<p>\$43.54 Additional Cost</p>

- [Contact/Enroll](#)
  - [More About Supplier](#)
  - [Past Variable Rates](#)
  - [Print List](#)
- 
- [Contact/Enroll](#)
  - [More About Supplier](#)
  - [Past Variable Rates](#)
  - [Print List](#)

### About

The Energize Connecticut Initiative helps you save energy in your Connecticut home or business with rebates, financing and services for energy efficiency and clean energy improvements. Use Connecticut's Official Rate Board to compare generation supplier rates that may lower electricity costs.

[Learn More](#)

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