

REVISED - Rev.2

NOTE CHANGE OF LOCATION

TOWN OF WALLINGFORD
PUBLIC UTILITIES COMMISSION
WALLINGFORD TOWN HALL
ROOM 315
45 S. MAIN STREET
WALLINGFORD, CT 06492

TUESDAY, MAY 4, 2021

6:30 p.m.

The Town of Wallingford, Public Utilities Commission meeting of **MAY 4, 2021** will take place **REMOTELY AS WELL AS IN PERSON**. It shall commence at 6:30 p.m. It is expected that the public will be permitted to comment on the Agenda Items, with the exception of Item 12 which is a Workshop, as instructed by the Chairman. Materials for this meeting will also be posted on the Town's website for viewing prior to the meeting. The meeting can be accessed through:

<https://global.gotomeeting.com/join/175800165>

YOU CAN ALSO DIAL IN USING YOUR PHONE:

United States (Toll Free):1-866-899-4679
United States: 1-(571)-317-3116
Access Code: 175-800-165

RECEIVED FOR RECORD 4-30-21
AT 2:20 AND RECEIVED BY
Deborah McKernan TOWN CLERK

AGENDA

1. Pledge of Allegiance
2. **Consent Agenda Items**
 - a. Consider and Approve Meeting Motion/Minutes of April 15, 2021.
 - b. Consider and Approve Meeting Minutes of April 20, 2021.
3. Items Removed from Consent Agenda.

WATER/SEWER

4. Discussion and Possible Action: Customer Appeal – Berlepsch.

5. Discussion and Possible Action: Customer Appeal – Wallack.
6. WITHDRAWN
7. Discussion and Action: Sewer – Wastewater Treatment Sludge Transportation and Disposal Agreement Extension.
8. Discussion and Action: Sewer – Budget Amendment – Manhole Repair and Lining – Maintenance Collection System.
9. Discussion and Action: Sewer – Budget Amendment – Manhole Repair and Lining – Collection System and Appurtenances.
10. Discussion and Action: Water – Budget Amendment – Security Camera Server.

ELECTRIC

11. Discussion and Action: Signatory Authorization – CEAP Agreement.
12. Discussion: Electric Division Workshop – Proposed Rates.
13. Discussion and Action: Set Date for Public Hearing – Proposed Electric Rates.

PUC

14. Correspondence
15. Committee Reports

PUBLIC QUESTION AND ANSWER PERIOD: 7:00 – 7:15 P.M.

Individuals in need of auxiliary aids for effective communication in programs and services of the Town of Wallingford are invited to make their needs and preferences known to the ADA Compliance Coordinator at 203-294-2070 five days prior to meeting date.

SPECIAL MEETING

Town of Wallingford
Public Utilities Commission
Wallingford Town Hall
Room 315
45 S. Main Street
Wallingford, CT 06492

TOWN OF
WALLINGFORD

APR 28 2021

DEPARTMENT OF
PUBLIC UTILITIES

Thursday, April 15, 2021

2:30 p.m.

PRESENT: Mayor William Dickinson, Chairman Robert Beaumont, Commissioner Joel Rinebold, Director Richard Hendershot, Electric Division General Manager Tony Buccheri, Water and Sewer Divisions Office Manager Brian Naples, Corporation Counsel Janis Small, Town Attorney Gerald Farrell, and Economic Development Specialist Tim Ryan.

APPROVED MOTIONS/MINUTES

1. Call to Order/Pledge of Allegiance
2. Move into Executive Session at 2:35 p.m. pursuant to CGS §1-225, §1-200(6)(E), §7-232a, §1-210(b)(1), (5)(B), (10) to discuss draft power purchase proposal and obtain legal advice related thereto.
3. Motion to adjourn at 4:15 p.m.

Made by Mr. Rinebold
Seconded by Mr. Beaumont

Votes: 2 ayes

1 **DRAFT**

2 **PUBLIC UTILITIES COMMISSION**

3 **WALLINGFORD WASTEWATER TREATMENT PLANT**

4 155 JOHN STREET

5 WALLINGFORD, CT

6 Tuesday, April 20, 2021

7 6:30 P.M.

8 **MINUTES**

TOWN OF
WALLINGFORD

APR 26 2021

DEPARTMENT OF
PUBLIC UTILITIES

9
10 **PRESENT:** Chairman Robert Beaumont; Commissioners Patrick Birney and Joel Rinebold;
11 Director Richard Hendershot; Electric Division General Manager Tony Buccheri; Water and
12 Sewer Divisions General Manager Neil Amwake; Water and Sewer Divisions Business Manager
13 Brian Naples; Business Office Manager Marianne Dill; Recording Secretary Bernadette Sorbo
14 *members of the public – Adelheid Koepfer*

15 Mr. Beaumont called the Meeting to order at 6:30 P.M., and the pledge of Allegiance was
16 recited.

17 **1. Pledge of Allegiance**

18
19 **2. ANNUAL REORGANIZATION**

20 **Discussion and Action: PUC – Annual Election/Reorganization**

21
22
23 **Motion to Elect Mr. Robert Beaumont as Chairman of the Public Utilities Commission:**

24 **Made by: Mr. Birney**

25 **Seconded by: Mr. Rinebold**

26 **Votes: 3 ayes**

27
28
29
30
31 **Motion to Elect Mr. Patrick Birney as Vice-Chairman of the Public Utilities Commission:**

32 **Made by: Mr. Beaumont**

33 **Seconded by: Mr. Rinebold**

34 **Votes: 3 ayes**

35

36 **Motion to Elect Mr. Joel Rinebold as Secretary of the Public Utilities Commission:**

37

38 **Made by: Mr. Birney**

39 **Seconded by: Mr. Beaumont**

40 **Votes: 3 ayes**

41

42

43

44 **3. Consent Agenda**

45 a. Consider and approve Meeting Minutes of March 16, 2021

46 b. Consider and approve Workshop Minutes of March 29, 2021

47

48 **Motion to approve the Consent Agenda:**

49

50 **Made by: Mr. Birney**

51 **Seconded by: Mr. Rinebold**

52 **Votes: 3 ayes**

53

54

55

56 **4. Items Removed from Consent Agenda – None**

57

58

59

60 **5. Discussion and Action: Approval of Director's Report for the Month of March**
61 **2021**

62

63 Mr. Birney requested the Utilities Division to give an update on personnel issues.

64

65 Mr. Buccheri gave an update on the Electric Division. Mr. Buccheri stated that the Chief
66 engineer position has been filled. The Energy Conservation Specialist and the Business Office
67 Manger started on April 19, 2021. Mr. Buccheri advised that there are scheduled interviews for
68 the position as the Assistant Office Manager. The offer for Account Clerk is being drafted and is
69 expected to start in May. There are conditional offers out for the Distribution Technician and
70 System Operator. There is a new vacancy for the position as Maintenance Electrician Position.
71 This job has been posted and scheduled to be taken down next week.

72

73 Mr. Buccheri introduces the new Business Office Manager, Marianne Dill to the PUC. Mr.
74 Buccheri stated that Ms. Dill came from EthosEnergy Accessories & Components, LLC and has
75 experience as a Finance Manager.

76

77 Mr. Amwake gave an update on the Water Division. Mr. Amwake stated that there is currently a
78 vacancy for the Maintainer I in the Distribution Crew. Last week the Water Division received the
79 certified lists and scheduled interviews for next week. Jobs have been posted for Senior

80 Operator and Water Treatment/Pumping Operator II. There weren't any qualified candidates for
81 those positions.

82
83 Mr. Amwake gave an update on the Sewer Division. Mr. Amwake stated that there was a
84 conditional offer extended to the Maintenance Repair Technician (MRT I) candidate at the end
85 of March. The Division is waiting for the candidate to complete the background checks, drug
86 screening and physical. The Division posted a position for an Attendant II. There were not any
87 qualified operators. It took three weeks for HR to advise that there were no qualified candidates
88 for that position. Due to the Division not being able to fill the position the Division is currently
89 working on building their own staff through laborers. The Division will work with the laborers to
90 obtain their State Certifications to move up to Attendant I and Attendant II. Mr. Amwake stated
91 that he received the list of qualified candidates for the Assistant Sewer Attendant position. The
92 interviews for this position will be scheduled in the next few weeks.

93
94 Mr. Beaumont questioned if the Electric Division is beginning to see generation come from the
95 WRE Project?

96
97 Mr. Buccheri replied, yes. Mr. Buccheri stated that the metering has not been established with
98 ISO but the operator noted early last week a 200-amp swing on one of the feeders.

99
100 Mr. Birney questioned if there will be a separate Electric Rate Workshop for May or if this will
101 be incorporated into a regular meeting?

102
103 Mr. Hendershot stated that in the past it has been done both ways and that he will leave this up to
104 Mr. Buccheri and staff to coordinate.

105
106 Mr. Birney stated that his preference would be to have this held at one of the first Tuesday's
107 monthly meetings.

108
109 **Motion to approve the Director's Report for the month of March 2021**

110
111 **Made by: Mr. Birney**
112 **Seconded by: Mr. Rinebold**
113 **Votes: 3 ayes**

114
115
116

117 **6. Discussion and Possible Action: Request for Donation – Project Graduation**

118
119 Mr. Hendershot referenced the letter and memo that was sent out and prepared by Mrs. White.
120 Mr. Hendershot noted that if the Commissions wanted to make a "donation" this year to Project
121 Graduation it would be purely monetary.

122
123 Mr. Buccheri stated that the value of in kind services is roughly \$1,900.00 worth of work.

124
125 **Motion to approve a donation in the amount of \$100.00 to Project Graduation**

126 **Made by: Mr. Birney**
127 **Seconded by: Mr. Rinebold**
128 **Votes: 3 ayes**

129
130
131

132 **7. Discussion: WPCF Upgrades Project**

133
134 Mr. Amwake updated the Commission on the focus of construction.

135
136 At the Secondary Settling Tanks, Construction of SST 5&6 is on pause while the Contractor,
137 AECOM and the Town continue to evaluate the groundwater conditions.

138
139 At the Secondary Pump Station, the Contractor has completed installation of the slide gates in
140 the lower level of the SPS. The concrete for the roof deck has been poured. Shoring between
141 the grade level deck and the roof deck has been removed. The leakage test for the screen
142 channels in the low level has been completed.

143
144 At the Tertiary Phosphorous Building, the masonry subcontractor is in the process of installing
145 the brickwork along the south and east walls. The masonry subcontractor is installing CMU
146 along the north wall. Installation of the membrane roof is complete. Installation of the Actiflo
147 equipment has begun. The high pressure plant water pumps and the low pressure plant water
148 pumps have been placed, with interior piping to follow. The eight microsand pumps have been
149 placed.

150
151 At the UV Disinfection/Post Aeration Building, the electricians continue to install conduit and
152 wiring for the UV/PA building.

153
154 At the Emergency Generator Building, the silencer and exhaust system have been installed. The
155 final Electrical work continues.

156
157 At the Existing Personnel Electrical Building, the Electrical work is ongoing.

158
159 At the Site Work, the installation of the electrical duct bank across John Street has been
160 completed. The transformer vault has been set.

161
162 Construction Contract Payment Applications – C. H. Nickerson
163 Original Contract Sum \$45,507,000.00
164 Net Change by Change Orders \$105,869.36
165 Contract Sum to Date \$45,612,869.36 As of March 15, 2021
166 (No Change from last month)
167 Construction Contract Schedule
168 Original Completion Date February 10, 2022
169 Net Change Schedule Days 0
170 Contract Completion Date February 10, 2022
171 (No Change from last month)

172 **Public Question and Answer Period**

173
174 Ms. Koepfer questioned if tonight's meeting can be uploaded to the Town's website site?
175
176 Mr. Beaumont responded that based on the discussion from the Mayor this will not happen. The
177 Mayor believes that what the PUC is currently doing is proper.
178
179 Ms. Koepfer questioned if there is any updates on the Voluntary Green Electric Rate or REC
180 program?
181
182 Mr. Hendershot responded not yet.
183
184 Ms. Koepfer stated that the amount of sales on electricity has not changed and questioned if it is
185 just the dollar amount as this was lowered by the CMEEC settlement?
186
187 Mr. Naples advised that the kWh sales have not changed significantly and the revenue impact is
188 the CMEEC credit.
189
190 Ms. Koepfer questioned if the energy efficiency programs make any difference to the sales?
191
192 Mr. Hendershot stated that the energy efficiency programs do reduce sales and that is the intent.
193 Mr. Hendershot noted that it is not affecting the economic health or performance of the division.
194
195 Ms. Koepfer stated that there is no overall energy plan for the town buildings and questioned that
196 each department does their own?
197
198 Mr. Hendershot stated that this was correct.
199
200 Mr. Naples stated that a lot of the different departments are listed under the Town Hall's budget
201 so there would not be a separate line item for Electric listed under that particular department.
202

203 **ADJOURNMENT**

204
205 **Motion to adjourn**
206 **Made by: Mr. Birney**
207 **Seconded by: Mr. Rinebold**
208 **Votes: 2 ayes**

209
210 The meeting was adjourned at approximately 7:11 p.m.

211
212 Respectfully submitted,

Respectfully submitted,

213
214
215
216 Bernadette Sorbo
217 Recording Secretary

Joel Rinebold
Secretary

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: BRIAN A. NAPLES, BUSINESS MANAGER
RE: HIGH CONSUMPTION AND BILLING FOR ROBERT AND GAIL
BERLEPSCH, 209 BRENTWOOD DRIVE; ACCOUNT #59085
DATE: APRIL 28, 2021
CC: NEIL H. AMWAKE, P.E., GENERAL MANAGER
LAWRENCE C. REGAN, ASSISTANT BUSINESS MANAGER

The following is a summary of facts in regard to Account #59085, located at 209 Brentwood Drive, belonging to customers Robert and Gail Berlepsch.

In October 2020 the customer received a \$591.75 water and sewer bill which was significantly higher than normal. The customer's next bill in January 2021 was higher still at \$826.39.

The Division proactively reached out to the customer on December 17, 2020 (when the high read for the forthcoming January 2021 bill first came to our attention) to inform the customer that there may be an issue, such as an internal plumbing matter.

The customer subsequently discovered and fixed a leaky toilet causing the high water consumption. Once the toilet was fixed, the customer's consumption returned to normal.

The customer's balance as of April 26, 2021 is \$916.43.

O:\Accounting\Customer Service\Customer Billing Complaints\Berlepsch billing response
PUC mem.docx

ITEM NO. 4-1
PUC AGENDA 5/4/21

April 28, 2021

Mr. Robert Berlepsch and Mrs. Gail Berlepsch
209 Brentwood Drive
Wallingford, CT 06492

RE: Water/Sewer Billing Issue

Dear Mr. & Mrs. Berlepsch:

Per your request, please be advised that the matter of your Water/Sewer bill will be placed on the May 4, 2021 agenda of the Public Utilities Commission. At that time you will be given an opportunity to address the Commission, as will staff.

The meeting will be held in Room 315 of the Town Hall, 45 S. Main St. and will commence promptly at 6:30 p.m. If you cannot attend in person but would like to participate remotely, please contact Kathy White on Monday, May 3 between the hours of 9:00 a.m. and 4:00 p.m. at (203) 284-4016 for login details.

Sincerely,



Brian Naples
Business Manager
Wallingford Water & Sewer Divisions

ITEM NO. 4-2
PUC AGENDA 5/4/21

Robert and Gail Berlepsch
 209 Brentwood Drive
 Wallingford, CT 06492-4354

Customer Number: 00426347
 Account Number: 0059085
 Service Address: 209 BRENTWOOD DR

Service	Read Date	Meter #	Read Status	Previous	Current	Meter Usage	Days	Billed Usage	Average	Bill Amount	Bill Date
Water	3/10/2021	81536934	Actual Read	32400	34600	2200	91	2200	24.18	\$ 223.03	4/1/2021
Water	12/9/2020	81536934	Actual Read	23000	32400	9400	86	9400	109.30	\$ 826.39	1/1/2021
Water	9/14/2020	81536934	Actual Read	16400	23000	6600	90	6600	73.33	\$ 591.75	10/1/2020
Water	6/16/2020	81536934	Actual Read	14400	16400	2000	89	2000	22.47	\$ 198.16	7/1/2020
Water	3/19/2020	81536934	Actual Read	13900	14400	500	94	500	5.32	\$ 78.09	4/1/2020
Water	12/16/2019	81536934	Actual Read	13500	13900	400	94	400	4.26	\$ 70.06	1/1/2020
Water	9/13/2019	81536934	Actual Read	12900	13500	600	98	600	6.12	\$ 86.12	10/1/2019
Water	6/7/2019	81536934	Actual Read	11700	12900	1200	90	1200	13.33	\$ 134.28	7/1/2019
Water	3/9/2019	81536934	Actual Read	10600	11700	1100	89	1100	12.36	\$ 126.25	4/1/2019
Water	12/10/2018	81536934	Actual Read	9400	10600	1200	90	1200	13.33	\$ 134.28	1/1/2019
Water	9/11/2018	81536934	Actual Read	8000	9400	1400	92	1400	15.22	\$ 150.34	10/1/2018
Water	6/11/2018	81536934	Actual Read	6400	8000	1600	93	1600	17.20	\$ 166.73	7/1/2018
Water	3/10/2018	81536934	Actual Read	4700	6400	1700	88	1700	19.32	\$ 173.86	4/1/2018
Water	12/12/2017	81536934	Actual Read	3000	4700	1700	94	1700	18.09	\$ 173.86	1/1/2018
Water	9/9/2017	81536934	Actual Read	1300	3000	1700	89	1700	19.10	\$ 173.86	10/1/2017
Water	6/12/2017	81536934	Actual Read	0	1300	1300	81	1300	16.05	\$ 164.79	7/1/2017

ITEM NO. 4-3
 PUC AGENDA 5/4/21

Subject: Appeal Letter 93 Dannys Way

Date: Feb 22, 2021 at 11:57:03 AM

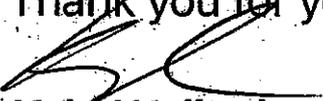
To: Kyle Wallack Kwallack@yahoo.com

Kathy,

I hope this note finds you well. I'm writing to appeal the interest cost to my water and sewer bill. I was called about 3 weeks ago asking about an address change. This was changed in Fall 2018.

I received my latest bill which was extremely high but rightfully so as it goes back from September 2019. I'm appealing the \$90 in interest as the call to me about anything not being received wasn't made until the 6th return bill. I wasn't aware of any of this. I have never not paid my bills and I have a ton of them.

If I was contacted after the first returned bill was mailed back at least it would have been of minimal interest. I'm going to submit my payment but would like to have the interest waived for this reason. Thank you for your time.


Kyle Wallack

93 Dannys Way, Wallingford, CT 06492

Acc # 53238

ITEM NO. 4-4
PUC AGENDA 5/14/21

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: BRIAN A. NAPLES, BUSINESS MANAGER
RE: BILLING APPEAL OF INTEREST CHARGES FOR KYLE WALLACK, 93
DANNY'S WAY; ACCOUNT #53238
DATE: APRIL 28, 2021
CC: NEIL H. AMWAKE, P.E., GENERAL MANAGER
LAWRENCE C. REGAN, ASSISTANT BUSINESS MANAGER

The following is a summary of facts in regard to Account #53238, located at 93 Danny's Way, belonging to customer Kyle Wallack.

In May 2014 the customer requested that bills be sent to a mailing address in South Burlington, Vermont. The customer paid all bills on time from May 2014 until December 2019.

The December 2019 bill was unpaid and the first interest charges were incurred on January 1, 2020. The customer made no further payments until February 24, 2021 when the customer paid the outstanding balance of \$947.92 in full. During this period \$46.43 in water interest charges and \$49.24 in sewer interest charges accrued.

On December 22, 2020 the customer's bill with the South Burlington address was returned to the Water and Sewer Divisions. On the envelope was a handwritten note that read "Addressee unknown, he has not been at this address for at least 2 years."

On February 1, 2021 the Business Office received a handwritten note from Mr. Wallack instructing the Water and Sewer Divisions to stop sending mail to the Vermont address. Staff telephoned Mr. Wallack, who said that he is no longer in Vermont and would send a written change of address request to the Water and Sewer Divisions Business Office.

On February 4, 2021 the Business Office received a written note from Mr. Wallack requesting a change of mailing address. Please note that he is the owner per the Assessor's List. The mailing address was changed in the Customer Information System (CIS) at this time. Mr. Wallack's note was filed in the CIS Correspondence folder.

ITEM NO. 5-1
PUC AGENDA 5/4/21

On February 22, 2021 the customer telephoned asking that interest be waived because he was not receiving the water and sewer bills. Assistant Business Manager Lawrence Regan told him that the Divisions' protocol requires change of address requests in writing. The customer claimed he sent us a change of address request in 2018. Staff checked the CIS Correspondence folder and did not find a change of address request from 2018. Mr. Regan also asked him why he did not contact us when he was not receiving bills and the customer said because he had a lot of things going on. Mr. Regan told him that the Divisions could not waive the interest charges. The customer said he wanted to appeal so he was directed to the Public Utilities Commission.

The customer's balance as of April 26, 2021 is \$0.00 after paying the outstanding bill in February 2021.

O:\Accounting\Customer Service\Customer Billing Complaints\Wallack billing response PUC mem.docx

ITEM NO. 5-2
PUC AGENDA 5/4/21

April 28, 2021

Mr. Kyle Wallack
1050 State St, Unit 356
New Haven, CT 06511

RE: Water/Sewer Billing Issue

Dear Mr. Wallack:

Per your email of February 22, 2021, please be advised that the matter of your Water/Sewer bill will be placed on the May 4, 2021 agenda of the Public Utilities Commission. At that time you will be given an opportunity to address the Commission, as will staff.

The meeting will be held in Room 315 of the Town Hall, 45 S. Main St. and will commence promptly at 6:30 p.m. If you cannot attend in person but would like to participate remotely, please contact Kathy White on Monday, May 3 between the hours of 9:00 a.m. and 4:00 p.m. at (203) 284-4016 for login details.

Sincerely,



Brian Naples
Business Manager
Wallingford Water & Sewer Divisions

ITEM NO. 5-3
PUC AGENDA 5/4/21

**Kyle Wallack
93 Danny's Way
Wallingford, CT 06492-4766**

Customer Number: 00260102
Account Number: 0053238
Service Address: 93 DANNYS WAY

Service	Read Date	Meter #	Read Status	Previous	Current	Meter Usage	Days	Billed Usage	Average	Bill Amount	Bill Date
Water	2/6/2021	84879287	Actual Read	15800	18000	2200	93	2200	23.66	\$ 223.03	3/1/2021
Water	11/5/2020	84879287	Actual Read	14200	15800	1600	87	1600	18.39	\$ 172.75	12/1/2020
Water	8/10/2020	84879287	Actual Read	12300	14200	1900	91	1900	20.88	\$ 190.13	9/1/2020
Water	5/11/2020	84879287	Actual Read	10400	12300	1900	89	1900	21.35	\$ 190.47	6/1/2020
Water	2/12/2020	84879287	Actual Read	9100	10400	1300	98	1300	13.27	\$ 142.31	3/1/2020
Water	11/6/2019	84879287	Actual Read	7800	9100	1300	93	1300	13.98	\$ 142.31	12/1/2019
Water	8/5/2019	84879287	Actual Read	6100	7800	1700	93	1700	18.28	\$ 174.42	9/1/2019
Water	5/4/2019	84879287	Actual Read	4300	6100	1800	92	1800	19.57	\$ 182.45	6/1/2019
Water	2/1/2019	84879287	Actual Read	2300	4300	2000	88	2000	22.73	\$ 198.50	3/1/2019
Water	11/5/2018	84879287	Actual Read	1	2300	2299	90	2299	25.54	\$ 232.29	12/1/2018
Water	8/7/2018	48812598	Actual Read	120900	121022	122	4	122	30.50		
Water	8/3/2018	48812598	Actual Read	119700	120900	1200	91	1200	13.19	\$ 134.28	9/1/2018
Water	5/4/2018	48812598	Actual Read	118700	119700	1000	90	1000	11.11	\$ 118.57	6/1/2018
Water	2/3/2018	48812598	Actual Read	117800	118700	900	89	900	10.11	\$ 109.64	3/1/2018
Water	11/6/2017	48812598	Actual Read	116400	117800	1400	95	1400	14.74	\$ 149.78	12/1/2017
Water	8/3/2017	48812598	Actual Read	115000	116400	1400	89	1400	15.73	\$ 149.78	9/1/2017

ITEM NO. 5-4
PUC AGENDA 5/4/21

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: NEIL H. AMWAKE, P.E., GENERAL MANAGER *nl*
RE: WASTEWATER TREATMENT SLUDGE TRANSPORTATION AND
DISPOSAL AGREEMENT EXTENSION
DATE: APRIL 28, 2021
CC: RICHARD A. HENDERSHOT, DIRECTOR OF PUBLIC UTILITIES; BRIAN NAPLES,
WATER AND SEWER DIVISIONS BUSINESS MANAGER

Sewer Division Sludge Generation - The Sewer Division generates approximately 500 dry tons per year of sanitary sewer sludge (minimum 343 dry tons in 2012 with a maximum quantity in 2009 of 586 dry tons, with 516 dry tons generated in 2020). The sludge is generated primarily from domestic wastewater with light commercial waste. Secondary sludge with a solids content of 1.5% to 2% is pumped to two (2) belt filter presses yielding sludge cake of approximately 16% to 18% solids. The Sewer Division ships about four 30-yard roll off containers of sludge per week for disposal.

Current Sanitary Sludge Disposal and Transportation Agreement - The current wastewater treatment sludge transportation and disposal Materials Management Agreement (Agreement) between Synagro Northeast, LLC (Synagro) and the Town of Wallingford (Town) is for the 5-year period from January 1, 2017 to December 31, 2021, with a provision for a single 5-year extension. The Agreement states that "Six (6) months prior to the Expiration Date, the Agreement may be extended for an additional five (5) year period, by mutual agreement of both parties in writing."

The Wallingford Town Council approved a bid waiver for the current Agreement on December 13, 2016. The Wallingford Public Utilities Commission (PUC) approved the Agreement at a regular PUC meeting on December 20, 2016. The Agreement was fully executed by both parties on December 28, 2016.

The current Agreement was modified on February 19, 2018 via Amendment #1 to correct the annual price adjustment calculation, specifically revising the base index from December 2016 to January 2017.

ITEM NO. 7-1
PUC AGENDA 5/4/20

(The Boston, Brockton, Nashua area CPI is published bimonthly for odd numbered months and neither party realized that there was no December 2016 index at the time that the Agreement was executed.) The PUC approved Amendment #1 at their February 6, 2018 meeting.

A copy of the current Agreement and Amendment #1 is attached for your use and information.

Synagro Northeast, LLC (Waterbury, Connecticut) – Synagro has provided sludge disposal services for the Wallingford Sewer Division under multiple contracts since 1997, and has been the only bidder for the sludge transportation contract since 2007. Synagro proposes to dispose of the Sewer Division's sludge at their incineration facility located at the Waterbury wastewater treatment plant. Synagro offers backup in-house sludge disposal options at their New Haven, Connecticut and Woonsocket, Rhode Island incineration facilities. Overflow from operations caused by downtime at one regional site can be accommodated at one or both facilities. Combined, the three facilities have a daily capacity of over 200 dry tons per day.

In addition to Synagro's three regional disposal facilities, Synagro has tertiary networks in place with disposal sites in Maine, New Hampshire, Vermont and New York. Should the Waterbury incineration facility be inoperable, Synagro proposes to transport the Sewer Division's sludge to another disposal facility in their network at no additional cost to the Town of Wallingford.

Synagro maintains its own transportation fleet, including company drivers and equipment, to provide sludge hauling services. If Synagro does require additional transportation resources, they have relationships with hauling firms in Connecticut and Massachusetts which they can subcontract with. In addition, Synagro will provide two (2) 30-yard containers on site for use by the Sewer Division for sludge transport and disposal operations.

Synagro Amendment #2 Terms and Conditions – The term of the Agreement shall be extended for the period January 1, 2022 through December 31, 2026. Effective January 1, 2022 the combined transportation and disposal rate shall be \$104.08 per wet ton¹, based on a solids content of between 16% and 25%, with an average monthly percent solids of 17.5%. For reference, the current (CY2021) combined transportation and disposal rate is \$96.37 per wet ton.²

¹ For comparison, the Town of Torrington recently opened bids for municipal sewage sludge transportation and disposal on March 25, 2021. The bid prices are firm for three (3) years beginning July 1, 2021. Two bidders submitted responses. The bid prices were \$127.07 and \$133.00 per wet ton.

² Transportation is currently \$21.54 per wet ton and disposal is \$74.83 per wet ton.

ITEM NO. 7-2
PUC AGENDA 5/4/21

An annual rate increase will be effective each January 1st based on the Non-Seasonally Adjusted Consumer Price Index (CPI) established by the U.S. Department of Labor, Bureau of Labor Statistics for all Urban Consumers for the Boston, Brockton, Nashua area (CUURA103SAO). The new price shall be the prior year agreement price multiplied by a price adjustment. The price adjustment shall be computed based on the current year CPI and the base year CPI, with the Price Adjustment = $1 + [(Current Year CPI - Base Year CPI)/Base Year CPI]$. The January 2017 CPI shall be the base year index.

The Synagro contract states that no new price shall ever be lower than the current year's price, i.e., a price adjustment less than 1. If the price adjustment is less than 1, the next year's price will be equal to the current year's price. The price adjustment is to apply to both the disposal and hauling costs.

Agreement Extension – The Wallingford Sewer Division (WSD) has met with Synagro to discuss and review the terms of the proposed Amendment #2 to the Materials Management Agreement. The financial and technical ("Non-Conforming Materials") terms and conditions are acceptable to the Sewer Division. The Department of Law has reviewed the proposed Amendment #2 and has approved it in its present form, having previously reviewed and approved the base Agreement and Amendment #1.

Public Utilities Commission Action – Having determined that Synagro fully meets the Sewer Division's needs for sludge transportation and disposal the WSD recommends that the Town of Wallingford enter into a sludge disposal and transportation Agreement extension with Synagro Northeast, LLC (Synagro) for the period January 1, 2022 to December 31, 2026 per the Amendment #2 terms and conditions.

Please feel free to contact me should you have any questions or require additional information. Thank you.

H:\Wastewater Treatment\Sludge Disposal Contract\Amendment #2 - Sludge Disposal Extension (2022-2026)\Agreement Extension Review Memo to PUC v.NHA 2021-04-28.docx

ITEM NO. 7-3
PUC AGENDA 5/4/21

SYNAGRO

AMENDMENT #2 TO MATERIALS MANAGEMENT AGREEMENT

THIS AMENDMENT #2 ("Amendment") is made as of May _____, 2021 to the Materials Management Agreement fully executed as of December 28, 2016 (as amended, modified and supplemented as of the date hereof, the "Agreement") by and between the Town of Wallingford, CT ("Town") and Synagro Northeast, LLC (Contractor).

WHEREAS, TOWN and CONTRACTOR are parties to the AGREEMENT; and

WHEREAS, TOWN and CONTRACTOR have mutually agreed to amend and extend the AGREEMENT as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties mutually agree that the AGREEMENT shall be extended and amended as follows:

1. The term of the AGREEMENT shall be extended for the period of January 1, 2022 through December 31, 2026.
2. Agreement Prices effective as of January 1, 2022 shall be as follows:
 - **Cake Disposal (16% to 25% Solids with a Monthly Average Percent Solids of 17.5%) - \$104.08 per Wet Ton**
 - **Low Solids Surcharge < 16% - \$10.00 per Wet Ton**
 - **Demurrage Charged per Section 6 - \$91.52 per half hour of any part thereof**
3. Beginning on January 1, 2023 Agreement Prices will be annually adjusted for each subsequent year of the Agreement according to the adjustment formula in the Agreement utilizing January 2022 as the new base index for this calculation.
4. Article 1., Definitions "N" – "Non-Conforming Material(s)" is hereby deleted in its entirety and replaced with the following:

5. Article I, Definitions "N" "**Non-Conforming Material(s)**" shall mean any material which (i) fail to meet the testing requirements in Appendix 1, or (ii) Town Material(s) which, at the sole discretion of the Contractor, are harmful to the incinerator or the operation thereof, are unlawful to transport, including, but not limited to cake solids that fail to pass a paint filter test, or cause any deleterious environmental effects of any kind, or (iii) are excessively malodorous, or have a Percent Total Sulfur concentration of equal to, or great than 5%, or (iv) are Hazardous Material, or (v) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (vi) contains PFOA/PFAS levels in excess of any federal or State of Connecticut guidelines or regulations. For purposes of this definition, Hazardous Materials means any material containing "hazardous waste", "hazardous substance", "toxic substance" or "extremely hazardous substance" as defined, listed or regulated under any applicable Federal, State or local law applicable to the work to be performed under this Agreement.

6. Add Paragraph "E." to **Article 10** as follows:

"If PFOA/PFAS levels become subject to any new federal or State of Connecticut regulations, and Customer is unable to comply with such regulations, Customer may terminate this Agreement upon ninety (90) days' notice to Contractor."

7. **Article 19** is hereby deleted in its entirety and replaced with the following:

Force Majeure/ Change in Law - Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; imposition by any Federal, State or local governmental authority of any new or increased fee, levy or charge, adversely affecting the performance or cost of performance of this Agreement and not based on a Party's income; accidents; events which impact overall regional disposal capacity, extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or

interpretation thereof or imposition of any new or increased fee, levy or charge. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Agreement was executed. Contractor and Town shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

8. Customer and Contractor further agree that at the end of this term, this Agreement may be extended for additional periods as mutually agreed in writing by both parties.
9. In all other respects, the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal on this _____ day of _____, 2021.

Town of Wallingford, CT ("TOWN")

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

Synagro Northeast, LLC ("CONTRACTOR")

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

SYNAGRO

MATERIALS MANAGEMENT AGREEMENT AMENDMENT #1

THIS AMENDMENT ("Amendment") is made as of February 19th 2018 to the Materials Management Agreement dated as of December 28, 2016 (as extended, amended, modified and supplemented as of the date hereof, the "Agreement") by and between The Town of Wallingford, CT ("Customer") and Synagro Northeast, LLC ("Contractor").

WITNESSETH:

WHEREAS, Customer and Contractor are parties to the Agreement; and

WHEREAS, the Agreement expires by its terms on December 31, 2021; and

WHEREAS, Customer and Contractor desire to extend and/or amend certain terms of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto intending to be legally bound hereby agree as follows: _____

Delete the following Annual CPI Adjustment Calculation:

CPI Adjustment

1. All Agreement Prices (except the fuel adjustment charges which are calculated separately, see below) shall be adjusted annually beginning on January 1, 2018 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics, for all Urban Consumers for the Boston, Brockton, Nashua area with the CPI for December 2016 being the base index.
2. If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

Price Adjustment = $1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$

CPI = Department of Labor Bureau of Labor Statistics for the Boston, Brockton, Nashua area Series ID CUURA103SAO

Base CPI: December 2016

Once the CPI is available, the Price Adjustment shall take effect retroactively, where applicable, as of the date specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

And replace with:

CPI Adjustment

1. All Agreement Prices (except the fuel adjustment charges which are calculated separately, see below) shall be adjusted annually beginning on January 1, 2018 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics, for all Urban Consumers for the Boston, Brockton, Nashua area with the CPI for January 2017 being the base index.
2. If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = Department of Labor Bureau of Labor Statistics for the Boston, Brockton, Nashua area Series ID CUURA103SA0
Base CPI: January 2017.

Once the CPI is available, the Price Adjustment shall take effect retroactively, where applicable, as of the date specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the date and year above first written.

WITNESS:

Michelle Hamann

Date: 2/19/2018

Synagro Northeast, LLC

Matt deWitt

Title: Matt deWitt - Assistant Secretary

WITNESS:

Kathleen A. White

Date: 2/7/18

Town of Wallingford, CT

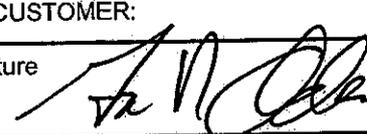
Walter...

Title: Dir. of Public Utilities

SYNAGRO

Materials Management Agreement (NE)

This Agreement made and entered into as of this ___ day of December, 2016 by and between Contractor and Customer includes the attached Scope of Services, Pricing Appendix, General Terms and Conditions and Appendix 1, Synagro Testing Requirements.

CUSTOMER	Customer Legal Name The Town of Wallingford, CT		
	Physical Location/Street Address Wallingford Water and Sewer Divisions, 377 South Cherry Street		
	City / Town Wallingford	State CT	Zip Code 06492
CONTRACTOR	Synagro Legal Name Synagro Northeast, LLC		
	Street Address 435 Williams Court, Suite 100		
	City / Town Baltimore	State MD	Zip Code 21220
TERM	Commencement Date January 1, 2017	Expiration Date December 31, 2021	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. Six (6) months prior to the Expiration Date, this Agreement may be extended for an additional five (5) year period, by mutual agreement of both parties in writing. Nothing set forth herein shall prohibit the parties from extending the Agreement for any time period, or from agreeing upon new or additional terms and conditions, as long as the parties agree in writing prior to the start of the extended term. During any period that Contractor continues to provide Contractor Services to Customer, at Customer's request, beyond a Term but without a new written agreement in place, then such services shall be deemed provided pursuant to the written terms of the Agreement most recently in place (other than the Term), and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms and conditions of the Agreement for so long as such Services are rendered, but only until a new written agreement has been entered by the parties.</p>		
BILLING	Customer Contact Name Terry Smith	Telephone # 203-949-2677	
	Billing Address including PO Box if applicable The Town of Wallingford	Fax # 203-949-2689	
	Address Sewer Division	Contact Person Terry Smith	
	155 John Street	E-mail Address terry.smith@wallingfordct.gov	
	City / State Wallingford, CT	Zip Code 06492	
SIGNATURES	FOR CUSTOMER:	Date	
	Signature 	December 21, 2016	
	Name and Title George Adair Div. Utilities		
	FOR CONTRACTOR:	Date	
Signature 	12/28/16		
Name and Title Matt Delwitt, Dir of Contracts Management			

ITEM NO. 7-9
Materials Management Agreement (NE)
PUC AGENDA 5/9/20

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Contractor shall provide the following:

- Disposal of Customer's sludge which conforms to characteristics noted under Customer Material and conforming to Appendix 1 (Synagro Testing Requirements), at our Waterbury, CT Incineration Facility. Biosolids will have a solids content of between 16% and 25% with an average monthly percent solid of 17.5%.
- Synagro will provide two (2) 30-cubic yard (CY) containers on site at no additional charge to be utilized by the Town for the receipt of dewatered sludge.
- Effective July 1, 2017 with the expiration of our current hauling contract, Synagro will provide both Transportation and Disposal services under this Agreement.
- Payment and Performance Bonding will be provided on the Disposal portion of this Agreement in an amount equal to the annual disposal value of this contract based on an estimate annual volume of 3,125 wet tons per year times current disposal rate.
- Backup disposal services will be provided at no additional charge, inclusive of transportation and disposal expenses incurred by Synagro, above current contracted rates to haul material to alternate facilities (including but not limited to New Haven, Connecticut and Woonsocket, Rhode Island) as needed for disposal.

Customer Material.

Customer Material shall consist of the following:

- a) Secondary digester sludge generated from wastewater treatment plant operations at the Customer Facility;
- b) Customer shall exclusively utilize the Contractor for the processing of Customer Material. Volume for disposal is estimated to be between 2,750 and 3,500 wet tons per year.
- c) Biosolids will have a solids content of between 16% and 25% with an average monthly percent solid of 17.5%.
- d) Must not contain free liquids and must be able to pass a Paint Filter Test. Any low solids loads containing free liquids, at the discretion of the Contractor, is considered an unsecured load and thus illegal to transport and will be deemed Non-Conforming Material.
- e) Having an initial ash melting or fusion point greater than 1,900°F;
- f) A volatile content greater than 50%;
- g) Having no untreated septage content;
- h) Having a skimming/scum content \leq 4% oil and grease, which shall be thoroughly mixed in the material. (Skimming/scum may be taken unmixed at the Contractor's discretion).
- i) Customer will provide testing annually, at customer's expense, based on Appendix I, "Synagro Testing Requirements," Rev. 10/27/15, or latest revision.

Measurement of Customer Material:

- a) Measurement of percent solids shall be done by a split sample per load. Customer will provide monthly solids testing to be verified against Synagro testing of the same. Solids data will be provided by customer within 7 calendar days of month end. Average solids will be determined by Customer solids testing. In the case of large deviations between customer and contractor testing, a weekly average will be used.
- b) ~~Liquid Customer Material loads shall be 9,000 gallons unless otherwise prohibited by law or otherwise described above, and shall be measured by Customer flow meter or level indicators in the container, and verified by Contractor and Customer upon completion of loading.~~
- c) Cake material will be weighed at a certified weight scale located at Contractor's facilities or other certified scale.

"Customer Facility" shall mean the following location(s) where Customer Material is generated or stored:

155 John Street, Wallingford, CT 06492

PRICE

The Agreement Price(s) shall be as follows:

RATE	UNIT	SERVICE
\$69.50	Per Wet Ton	Disposal (only) Services provided during the period of January 1, 2017 and June 30, 2017.
\$89.50	Per Wet Ton	Transportation <u>and</u> Disposal Services provided during the period of July 1, 2017 through December 31, 2021. (For ease in bond calculation, Annual CPI adjustment will be applied to each portion: \$69.50 + \$20.00)

Transportation shall be subject to the Fuel Surcharge Adjustment below.

CPI Adjustment

- All Agreement Prices (except the fuel adjustment charges which are calculated separately, see below) shall be adjusted annually beginning on January 1, 2018 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics, for all Urban Consumers for the Boston, Brockton, Nashua area with the CPI for December 2016 being the base index.
- If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = Department of Labor Bureau of Labor Statistics for the Boston, Brockton, Nashua area Series ID CUURA103SAO

Base CPI: December 2016.

Once the CPI is available, the Price Adjustment shall take effect retroactively, where applicable, as of the date specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

ITEM NO. 7-11
 PUC AGENDA 5/4/21

Fuel Surcharge Adjustment

The fuel surcharge is intended to be used in a fair and equitable manner as possible, using a widely available index that you can easily verify over the Internet: the Energy Information Administration (EIA) Weekly Retail On-Highway Diesel Prices.

- Fuel surcharge index will be U.S. Department of Energy New England Diesel Fuel price. The U.S. DOE New England Diesel Fuel price is published every Monday. The price for the Monday shall be in effect for the next seven days. The base line diesel fuel price for this Contract shall be \$3.75 per gallon. A fuel surcharge shall apply if diesel fuel goes above this base line price and will be calculated as shown in this example.
- Mileage for this contract will be set at 45.0 miles round trip.
 - **Example:** On January 2, 2017, the published price is \$4.00 per gallon. This price remained in effect until January 8, 2017.
 - The baseline price is set at \$3.75 per gallon. The baseline price shall be the minimum price to be paid by Company.
 - Transportation distance per load will be established as 45.0 miles per round trip. Should Synagro need to dispose of Customer material at an alternate location, the established distance will remain at 45.0 miles per round trip.
 - Truck mileage is set at 5.5 miles per gallon. Therefore 8.18 gallons is established as gallons consumed per load.
 - Fuel Surcharge = 8.18 gallons * (current U.S. DOE NE diesel price – Baseline price)
Example: U.S. DOE price is \$4.00. Fuel surcharge will equal \$2.05 per load. [8.18 * (\$4.00 - \$3.75)]

U.S. DOE NE fuel price can be accessed at: <http://www.eia.gov/petroleum/gasdiesel/>

Please note that the fuel surcharge is only applied to the transportation portion of your bill.

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation, processing and/or disposal of Customer Material in compliance with all Laws.

E. "Containers" means the tankers, trailers, tank trailers or roll-off containers provided for the transport of Customer Material.

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer on the first page of this Agreement and its permitted successors and assigns.

I. "Customer Material" shall mean those materials generated by or stored at the Customer's Facility(ies) which meet the description of Customer Material in the Customer Material section of the Scope of Services and Pricing Appendix, and Appendix 1, Synagro Testing Requirements.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Material pursuant to this Agreement including by example, processing, incineration or deposit in landfill.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in the section Customer Material above, or (ii) material(s) which fail to meet the testing requirements in Appendix 1, or (iii) material(s) which, at the sole discretion of the Contractor, are harmful to the incinerator or the operation thereof, are unlawful to transport, including, but not limited to cake solids that fail to pass a paint filter test, or cause any deleterious environmental effects of any kind, or (iv) are excessively malodorous, or have a Percent Total Sulfur concentration of equal to, or greater than 5%.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

2. Services.

Contractor shall provide Contractor Services to Customer.

3. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Pricing Appendix.

B. In the event that the costs incurred by Contractor to transport and process Sludge increase significantly, in the reasonable opinion of the Contractor, in any manner for any reason including, but not limited to, changes effective after the Contract Date in any federal, state or local laws, regulations, ordinances, rules or orders, or permits or the cost to transport or process Customer Material is significantly higher, Contractor shall have the right to adjust the then current Contract Price upon forty-five (45) days prior written notice to Customer. In the event that the Customer does not agree to the adjusted price, then within such forty-five (45) days after receipt of said notice, Customer may terminate this Agreement; provided however, that no such termination shall in any manner relieve the Customer of its obligations to pay any outstanding amounts then due and owing or which become due and owing hereunder. If Customer does not terminate this Agreement in accordance with the preceding sentence, Customer shall be deemed to have approved the adjusted price.

4. Method of Delivery of Customer Material; Container(s).

A. The Customer shall load Customer Material into the Container(s) provided by Contractor. The Customer will coordinate with Contractor, at the end of each week to schedule pick-up of the Customer Material for the following week. Customer shall properly use and care for Containers left in the possession of Customer, and agrees to return Containers upon Contractor's reasonable demand, in the same condition as when delivered to Customer by Contractor, less ordinary wear and tear. Customer shall be liable for replacement or repair of Containers which are lost, damaged, or destroyed while in Customer's possession.

B. Cake Material. Cake Customer Material shall be loaded by Customer into Container(s) to within 10% of the lesser of (1) the maximum volume for such Container(s) or (2) the maximum weight allowed for Container(s) by Laws. Per agreed schedule or upon reasonable notice from Customer, Contractor will travel to the Customer Facility, take possession of the filled Container(s) and transport Container(s) for disposal of Customer Material.

C. Liquid Material. Liquid Customer Material shall be transferred via a hose connection to Container. Customer shall provide an operator to assist in the loading or unloading of Customer Material. The operator shall be responsible for starting, stopping and regulating the flow of Customer Material into Container(s). The Contractor shall be responsible for connecting and disconnecting hoses to the Container(s), and shall notify the operator when a Container is full. Customer shall provide a water hose and drain to wash Container(s) as and when required.

D. If loads are loaded at night, Customer shall provide sufficient lighting to provide safe loading.

5. Load Capacity.

The size and/or weight of Customer Material loads may be limited by Laws. At the outset of the contract term, Contractor and Customer shall work cooperatively to determine loading strategies likely to result in nearly full but not overly full container loads. For each scheduled loading of Customer Material into Container(s), it is intended that Customer deliver a volume of Customer Material sufficient to fill Container(s) to close to, but not more than, the maximum load limit allowed by Laws. Contractor shall have the right to refuse Containers which have less than approximately 90% of target container volume (or such other percentage as may be determined in writing by the parties after Contractor and Customer initially determine a loading strategy that is most likely to result in nearly full but not overly full container loads, by weight) filled with Customer Material. Contractor (or its subcontract hauler) may also direct Customer to unload Containers, prior to removal from the Customer site, if Contractor believes that the container weight may exceed the maximum load limit allowed by Laws. Customer shall be responsible for all fines, charges, fees or liability arising out of the overloading of Containers

6. Loading/Unloading Time.

Price includes loading and unloading time of one (1) hour per load, per visit to Customer Facility. For purposes of this section, loading and unloading begin once Contractor's driver has entered Customer Facility, and end once Contractor's driver has left Customer Facility. In the event Contractor's employees, subcontractors or assigns are required to spend more than one (1) hour at Customer Facility, Contractor will assess demurrage charge at the rate of \$85.00 per load and per half hour, or any part thereof, over the initial one (1) hour loading and unloading time. The demurrage charge is subject to Annual CPI Adjustment as set forth above.

7. No-Load Charge.

Customer shall give Contractor not less than twelve (12) hours advance notice if Customer shall not have Customer Material for Contractor to load at the next scheduled loading date and time. For purposes of this section only, Customer may notify Contractor by telephone. Telephonic notice as set forth in this Section 7 may be given to Contractor at the following number: 203-754-9337. Contractor may, at any time (in writing) at its sole discretion, modify this notice provision to require alternative means or confirmation of notice, including written notice by facsimile or e-mail. If Customer fails to give advance notice as required by this Section and Contractor arrives to receive Customer Material, but the Customer does not have available for transport a quantity of Customer Material sufficient to fill to capacity the Container supplied by Contractor, Customer shall pay Contractor a charge equal to the amount Customer would have been charged by Contractor for transporting a full load (15 wet tons) as described and priced herein.

8. Testing of Customer Material: Frequency.

A. Prior to commencement of Contractor Services, and as otherwise required by this Agreement, Contractor or any regulatory agency, the Customer shall perform, or cause to be performed, the testing and reporting set forth in Appendix 1, Synagro Testing Requirements (Rev. 10/27/15), or latest revision, at a state certified laboratory, on the schedule specified, and at the Customer's sole expense. Customer shall promptly provide the test results to Contractor. Any Material failing to conform in any material respect to the samples of the Material tested for approval as described in Appendix 1, shall be considered Non-Conforming Materials. Appendix 1 may be updated yearly as needed for compliance with NPDES and Air permits of Disposal Facility.

B. Notwithstanding the foregoing, Contractor shall have the right, but not the obligation, at any time and from time to time, to sample and test material provided by Customer to, among other things, determine if such material is Non-Conforming Material.

9. Ownership of Materials. Customer shall retain all title to and ownership of the Customer Material until such time as the Customer Material is commingled with other customer's materials, water or other materials. Except as may be otherwise agreed in writing, Customer shall at all times retain title to, and sole ownership of, all Non-Conforming Materials.

10. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Material as Non-Conforming, and Customer shall have the right to re-test the Customer Material.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Materials (or such longer period provided that Customer is acting with due diligence), Customer shall in accordance with Laws, arrange for and pay all costs associated with

the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If no such agreement is reached and Customer fails to remove Non-Conforming Material(s) within five (5) business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 15% of such costs and expenses.

C. If Containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to the levels required by this Agreement.

D. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

11. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Material. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Material.

12. Record Keeping.

Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

13. Terms of Payment.

Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

14. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 15 days. If the defaulting Party fails to cure the default within 15 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

1. Customer fails to make full payment within sixty (60) days of any invoice date;
2. There is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services which, in Contractor's reasonable judgment, is not or cannot be adequately remedied by the application of any other provision of this Agreement or,

3. Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s).

15. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

16. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

17. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon Customer and its operations.

18. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall not be canceled without thirty (30) days prior notice to Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

D. Contract shall provide Pollution Liability insurance in the amount of one million dollars (\$1,000,000).

19. Force Majeure/ Change in Law. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; accidents; events which impact overall regional disposal capacity, extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Agreement was executed. Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

20. Interruption of Contractor Services. Equipment breakdowns at the Contractor Facility may from time to time cause interruption in Contractor Services. In the event of any such interruption, Contractor shall use commercially reasonable best efforts to:

- A. continue removal of Customer Material from Customer Facility;
- B. restore processing service as promptly as feasible by utilizing specialist contractors and suppliers with whom existing agreements are in effect;
- C. promptly notify Customer of such breakdown so as to permit Customer to implement temporary storage and reduction in generation of Customer Material;
- D. transport Customer Material to alternative permitted disposal facilities if available; and
- E. take such other action as is reasonably acceptable to Contractor and Customer.

21. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

22. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

23. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and



Materials Management Agreement (NE)

supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

24. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

26. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

27. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

28. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Connecticut. Both Parties consent to venue in any state or federal court located in the state of Connecticut.

29. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

30. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

31. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

32. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro Northeast LLC
680 MAIN ST STE 303
WATERTOWN CT 06795-2655

With a copy to:

Attn: Legal Manager
Synagro Northeast, LLC
435 WILLIAMS CT STE 100
BALTIMORE MD 21220-2881

Notice to the Customer:

Town of Wallingford
Water and Sewer Division
337 South Cherry Street
Wallingford, CT 06492
Attn.: Neil H. Amwake, P.E., General Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

33. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory except as may be covered by insurance.

~~**34. Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.~~

35. Customer Material. Customer represents and warrants the following with respect to the quality of Customer Material:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Material meet or exceed the minimum requirements under Laws for Intended Use.
3. Disposal of Biosolids/Sludge into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258, as well as applicable state and/or local law, as may be amended from time to time.

B. Additional/Other Customer Material (if any):

ITEM NO. 774
PUC AGENDA 5/9/14

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: NEIL H. AMWAKE, P.E., GENERAL MANAGER *nl*
RE: BUDGET AMENDMENT (SEWER DIVISION) – MANHOLE REPAIR AND LINING
DATE: APRIL 28, 2021
CC: BRIAN NAPLES, BUSINESS MANAGER

Manhole Repairs and Lining – Since 2018 the Collections Crew of the Wallingford Sewer Division (WSD) has been performing sanitary sewer manhole assessments utilizing a form developed by the Engineering Section (attached for your use and information). The impetus for development of the manhole Field Report was to assist the Inflow and Infiltration Removal Program with identification of manholes requiring repair, including manhole lining. In this manner, the Engineering Section and the WSD have taken a data driven approach to identifying and prioritizing (ranking) sanitary sewer manholes that should be repaired, focusing on sewersheds with high inflow or infiltration values.

The Engineering Section and Sewer Division leadership recently completed an update to the Manhole Repair Service specification. The scope of work includes patching voids at pipe inlets, pipe outlets and invert/bench interface; localized patching of walls, cones and joints; and installing a geopolymer lining system where localized repairs are not sufficient; and by-pass pumping as applicable.

The application of a geopolymer manhole liner consists of spray applying and/or centrifugally spin casting a geopolymer based liner to the inside of an existing manhole starting at the manhole invert and progressing up the interior surface to the corbel and cone areas. Oftentimes, minor manhole repairs are performed prior to application of the geopolymer liner, such as patching small voids, etc.

Current (FY20-21) Budget Allocation – The current FY20-21 Sewer Division operating budget (Account #461-00673) allocates \$50,000.00 to manhole repairs and rehabilitation.

ITEM NO. 8-1
PUC AGENDA 5/4/21

However, following multiple conversations amongst Engineering Section staff and with the Water and Sewer Divisions Business Office this funding is better aligned as a capital budget item based on the scope of work. Specifically the majority of the funding will be spent on lining multiple sanitary sewer manholes with the geopolymer liner. The geopolymer liner will extend the lifespan of the rehabilitated manhole through improved structural integrity and will reduce infiltration into the manhole, which will therefore provide a betterment to the functionality of the manhole.

Public Utilities Commission Action – Therefore, the Wallingford Sewer Division recommends that the Public Utilities Commission amend the FY20-21 Sewer Division budget by reducing operating Account #461-00673 (Maintenance Collection System) by \$30,000.00 through a corresponding increase in the Appropriation to Retained Earnings (Cash) in the Use of Funds section of the budget.

In parallel, it is recommended that the PUC amend the FY20-21 Sewer Division budget by increasing capital Account #463-00343 (Collection System and Appurtenances) by the amount of \$30,000.00. Funds for this purpose will be made through a corresponding increase in the Appropriation from Retained Earnings (Cash) in the Source of Funds section of the budget.

Revised budget pages reflecting the proposed amendment are attached for your reference.

Please feel free to contact me should you have any questions or require additional information.

H:\Business Office\FY20-21 Budget\Manhole Repair Budget Transfer Memo to PUC v.NHA 2021-04-28 (2).docx

ITEM NO. 8-2
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
TOTAL OPERATING REVENUES	6,723,390	0	6,723,390
TOTAL OPERATING EXPENSES	8,347,773	(30,000)	8,317,773
OPERATING INCOME (LOSS)	(1,624,383)	30,000	(1,594,383)
NON-OPERATING REVENUE	466,215	0	466,215
NON-OPERATING EXPENSES	366,900	0	366,900
NET INCOME (LOSS)	(1,525,068)	30,000	(1,495,068)
WORKING CAPITAL			
SOURCE OF FUNDS			
Net Income (Loss)	(1,525,068)	30,000	(1,495,068)
Depreciation	2,248,400	0	2,248,400
Contribution in Aid	100,000	0	100,000
Appropriate fr. I & I Reserve			
- Inspector / Laterals / Manholes	177,800		177,800
- Reimbursement Program	125,000		125,000
Appropriate From Cash:			
- for Rate Stabilization	311,968	0	311,968
TOTAL SOURCE OF FUNDS	1,438,100	30,000	1,468,100
USE OF FUNDS			
To Reserve for Emergency Maint.	45,400	0	45,400
To Reserve for I&I	50,000		50,000
Regular Bond Payments	100,300		100,300
Regular Capital	1,142,400	30,000	1,172,400
Capital Additions from Contribution	100,000	0	100,000
Appropriate To. Cash:	0		0
TOTAL USE OF FUNDS	1,438,100	30,000	1,468,100

ITEM NO. 8-4
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
OPERATING REVENUES			
REVENUE FROM USAGE:			
46100461 Metered Sales to General Customers	6,723,390		6,723,390
<u>TOTAL REVENUE FROM SALES</u>	<u>6,723,390</u>	<u>0</u>	<u>6,723,390</u>
TOTAL OPERATING REVENUES	6,723,390	0	6,723,390
OPERATING EXPENSES			
PUMPING EXPENSES			
46100623 Fuel or Power Purchased For Pumping	115,500		115,500
46100624 Pumping Labor and Expense	126,497		126,497
46100626 Maint. Of Structures & Improvements	5,943		5,943
46100631 Maint. Structures & Improvements	18,500		18,500
46100633 Maint. Of Pumping Equipment	50,000		50,000
<u>TOTAL PUMPING EXPENSES</u>	<u>316,440</u>	<u>0</u>	<u>316,440</u>
SEWER TREATMENT EXPENSES			
46100641 Chemicals	114,000		114,000
46100642 Operation Labor and Expense	1,076,906		1,076,906
46100643 Miscellaneous Expense	478,238		478,238
46100645 Sludge Disposal	331,000		331,000
46100651 Maint. Of Structures & Improvements	37,000		37,000
46100652 Maint. Of Treatment Equipment	399,800		399,800
<u>TOTAL SEWER TREATMENT EXPENSES</u>	<u>2,436,944</u>	<u>0</u>	<u>2,436,944</u>
COLLECTION SYSTEM EXPENSES			
46100663 Meter Expenses	71,982		71,982
46100664 Customer Installation / Inspection Expenses	6,007		6,007
46100665 Miscellaneous Expenses	221,648		221,648
46100673 Maintenance of the Collection System	904,061	(30,000)	874,061
46100676 Maintenance of Meters	38,554		38,554
<u>TOTAL COLLECTION SYSTEM EXPENSES</u>	<u>1,242,252</u>	<u>(30,000)</u>	<u>1,212,252</u>

ITEM NO. 8-5
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
CUSTOMER ACCOUNT EXPENSES:			
46100902 Meter Reading Expenses	9,954		9,954
46100903 Customer Records & Collection Expense	145,318		145,318
TOTAL CUSTOMER ACCOUNT EXPENSES	155,272	0	155,272
ADMINISTRATIVE AND GENERAL EXPENSES:			
46100920 Administrative & General Salaries	662,098		662,098
46100921 Office Supplies & Other Expenses	34,843		34,843
46100923 Outside Services Employed	463,924		463,924
46100924 Property Insurance	70,000		70,000
46100925 Injuries & Damages	88,000		88,000
46100926 Employee Pensions & Benefits	347,000		347,000
46100928 Regulatory Expenses	225,000		225,000
46100930 Miscellaneous General Expenses	46,600		46,600
46100932 Maintenance of General Plant	11,000		11,000
TOTAL ADMINISTRATIVE & GENERAL EXP.	1,948,465	0	1,948,465
DEPRECIATION EXPENSE			
46100403 Depreciation Expense	2,248,400		2,248,400
TOTAL DEPRECIATION EXPENSE	2,248,400	0	2,248,400
TOTAL OPERATING EXPENSES	8,347,773	(30,000)	8,317,773
OPERATING INCOME (LOSS)	(1,624,383)	30,000	(1,594,383)
NON-OPERATING REVENUE			
46100419 Interest and Divident Income	185,600		185,600
46100420 Reimbursement from Other Utilities	223,615		223,615
46100421 Miscellaneous Nonoperating Income	0		0
46100470 Miscellaneous Service Revenue	11,600		11,600
46100473 Connection Charges for Maintenance Reserve	45,400		45,400
TOTAL NON-OPERATING REVENUE	466,215	0	466,215
NON-OPERATING EXPENSES			
46100426 Miscellaneous Income Deductions	0		0
46100427 Interest on Long Term Debt	366,900		366,900
TOTAL NON-OPERATING EXPENSES	366,900	0	366,900
NET INCOME OR (LOSS)	(1,525,068)	30,000	(1,495,068)

ITEM NO. 8-6
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
REGULAR CAPITAL ADDITIONS			
46300321 Pumping Structures & Improvements	0		0
46300323 Pumping Plant - Other Power Production Equipmen	60,000		60,000
46300325 Pumping Plant - Electric Pumping Equipment	80,000		80,000
46300331 Treatment Plant Structures & Improvements	135,000		135,000
46300332 Treatment Plant Equipment	0		0
46300343 Collection System & Appurtenances	771,000	30,000	801,000
46300390 General Plant - Structures & Improvements	6,500		6,500
46300391 Office Furniture & Equipment	8,900		8,900
46300392 Transportation Equipment	65,000		65,000
46300393 Stores Equipment	0		0
46300394 Tools, Shop & Garage Equipment	10,000		10,000
46300395 Laboratory Equipment	5,000		5,000
46300396 Power Operated Equipment	0		0
46300397 Communication Equipment	1,000		1,000
TOTAL REGULAR CAPITAL	1,142,400	30,000	1,172,400
CONTRIBUTED CAPITAL			
43300344 Distribution System from Developers	100,000		100,000
TOTAL CONTRIBUTED CAPITAL	100,000	0	100,000
TOTAL CAPITAL PROGRAM	1,242,400	30,000	1,272,400

ITEM NO. 8-7
PUC AGENDA 5/4/21

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: NEIL H. AMWAKE, P.E., GENERAL MANAGER *ml*
RE: BUDGET AMENDMENT (SEWER DIVISION) – MANHOLE REPAIR AND LINING
DATE: APRIL 28, 2021
CC: BRIAN NAPLES, BUSINESS MANAGER

Manhole Repairs and Lining – Since 2018 the Collections Crew of the Wallingford Sewer Division (WSD) has been performing sanitary sewer manhole assessments utilizing a form developed by the Engineering Section (attached for your use and information). The impetus for development of the manhole Field Report was to assist the Inflow and Infiltration Removal Program with identification of manholes requiring repair, including manhole lining. In this manner, the Engineering Section and the WSD have taken a data driven approach to identifying and prioritizing (ranking) sanitary sewer manholes that should be repaired, focusing on sewersheds with high inflow or infiltration values.

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Current (FY20-21) Budget Allocation – The current FY20-21 Sewer Division operating budget (Account #461-00673) allocates \$50,000.00 to manhole repairs and rehabilitation.

ITEM NO. 9-1
PUC AGENDA 5/4/21

However, following multiple conversations amongst Engineering Section staff and with the Water and Sewer Divisions Business Office this funding is better aligned as a capital budget item based on the scope of work. Specifically the majority of the funding will be spent on lining multiple sanitary sewer manholes with the geopolymer liner. The geopolymer liner will extend the lifespan of the rehabilitated manhole through improved structural integrity and will reduce infiltration into the manhole, which will therefore provide a betterment to the functionality of the manhole.

Public Utilities Commission Action - Therefore, the Wallingford Sewer Division recommends that the Public Utilities Commission amend the FY20-21 Sewer Division budget by reducing operating Account #461-00673 (Maintenance Collection System) by \$30,000.00 through a corresponding increase in the Appropriation to Retained Earnings (Cash) in the Use of Funds section of the budget.

In parallel, it is recommended that the PUC amend the FY20-21 Sewer Division budget by increasing capital Account #463-00343 (Collection System and Appurtenances) by the amount of \$30,000.00. Funds for this purpose will be made through a corresponding increase in the Appropriation from Retained Earnings (Cash) in the Source of Funds section of the budget.

Revised budget pages reflecting the proposed amendment are attached for your reference.

Please feel free to contact me should you have any questions or require additional information.

H:\Business Office\FY20-21 Budget\Manhole Repair Budget Transfer Memo to PUC v.NHA
2021-04-28 (2).docx

ITEM NO. 9-2
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
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TOTAL OPERATING EXPENSES	8,347,773	(30,000)	8,317,773
OPERATING INCOME (LOSS)	(1,624,383)	30,000	(1,594,383)
NON-OPERATING REVENUE	466,215	0	466,215
NON-OPERATING EXPENSES	366,900	0	366,900
NET INCOME (LOSS)	(1,525,068)	30,000	(1,495,068)
WORKING CAPITAL			
SOURCE OF FUNDS			
Net Income (Loss)	(1,525,068)	30,000	(1,495,068)
Depreciation	2,248,400	0	2,248,400
Contribution in Aid	100,000	0	100,000
Appropriate fr. I & I Reserve			
- Inspector / Laterals / Manholes	177,800		177,800
- Reimbursement Program	125,000		125,000
Appropriate From Cash:			
- for Rate Stabilization	311,968	0	311,968
TOTAL SOURCE OF FUNDS	1,438,100	30,000	1,468,100
USE OF FUNDS			
To Reserve for Emergency Maint.	45,400	0	45,400
To Reserve for I&I	50,000		50,000
Regular Bond Payments	100,300		100,300
Regular Capital	1,142,400	30,000	1,172,400
Capital Additions from Contribution	100,000	0	100,000
Appropriate To. Cash:	0		0
TOTAL USE OF FUNDS	1,438,100	30,000	1,468,100

ITEM NO. 9-4
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
O P E R A T I N G R E V E N U E S			
REVENUE FROM USAGE:			
46100461 Metered Sales to General Customers	6,723,390		6,723,390
<u>TOTAL REVENUE FROM SALES</u>	<u>6,723,390</u>	<u>0</u>	<u>6,723,390</u>
TOTAL OPERATING REVENUES	6,723,390	0	6,723,390
O P E R A T I N G E X P E N S E S			
PUMPING EXPENSES			
46100623 Fuel or Power Purchased For Pumping	115,500		115,500
46100624 Pumping Labor and Expense	126,497		126,497
46100626 Maint. Of Structures & Improvements	5,943		5,943
46100631 Maint. Structures & Improvements	18,500		18,500
46100633 Maint. Of Pumping Equipment	50,000		50,000
<u>TOTAL PUMPING EXPENSES</u>	<u>316,440</u>	<u>0</u>	<u>316,440</u>
SEWER TREATMENT EXPENSES			
46100641 Chemicals	114,000		114,000
46100642 Operation Labor and Expense	1,076,906		1,076,906
46100643 Miscellaneous Expense	478,238		478,238
46100645 Sludge Disposal	331,000		331,000
46100651 Maint. Of Structures & Improvements	37,000		37,000
46100652 Maint. Of Treatment Equipment	399,800		399,800
<u>TOTAL SEWER TREATMENT EXPENSES</u>	<u>2,436,944</u>	<u>0</u>	<u>2,436,944</u>
COLLECTION SYSTEM EXPENSES			
46100663 Meter Expenses	71,982		71,982
46100664 Customer Installation / Inspection Expenses	6,007		6,007
46100665 Miscellaneous Expenses	221,648		221,648
46100673 Maintenance of the Collection System	904,061	(30,000)	874,061
46100676 Maintenance of Meters	38,554		38,554
<u>TOTAL COLLECTION SYSTEM EXPENSES</u>	<u>1,242,252</u>	<u>(30,000)</u>	<u>1,212,252</u>

ITEM NO. 9-5
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
CUSTOMER ACCOUNT EXPENSES:			
46100902 Meter Reading Expenses	9,954		9,954
46100903 Customer Records & Collection Expense	145,318		145,318
<u>TOTAL CUSTOMER ACCOUNT EXPENSES</u>	<u>155,272</u>	<u>0</u>	<u>155,272</u>
ADMINISTRATIVE AND GENERAL EXPENSES:			
46100920 Administrative & General Salaries	662,098		662,098
46100921 Office Supplies & Other Expenses	34,843		34,843
46100923 Outside Services Employed	463,924		463,924
46100924 Property Insurance	70,000		70,000
46100925 Injuries & Damages	88,000		88,000
46100926 Employee Pensions & Benefits	347,000		347,000
46100928 Regulatory Expenses	225,000		225,000
46100930 Miscellaneous General Expenses	46,600		46,600
46100932 Maintenance of General Plant	11,000		11,000
<u>TOTAL ADMINISTRATIVE & GENERAL EXP.</u>	<u>1,948,465</u>	<u>0</u>	<u>1,948,465</u>
DEPRECIATION EXPENSE			
46100403 Depreciation Expense	2,248,400		2,248,400
<u>TOTAL DEPRECIATION EXPENSE</u>	<u>2,248,400</u>	<u>0</u>	<u>2,248,400</u>
TOTAL OPERATING EXPENSES	<u>8,347,773</u>	<u>(30,000)</u>	<u>8,317,773</u>
OPERATING INCOME (LOSS)	<u>(1,624,383)</u>	<u>30,000</u>	<u>(1,594,383)</u>
NON-OPERATING REVENUE			
46100419 Interest and Divident Income	185,600		185,600
46100420 Reimbursement from Other Utilities	223,615		223,615
46100421 Miscellaneous Nonoperating Income	0		0
46100470 Miscellaneous Service Revenue	11,600		11,600
46100473 Connection Charges for Maintenance Reserve	45,400		45,400
<u>TOTAL NON-OPERATING REVENUE</u>	<u>466,215</u>	<u>0</u>	<u>466,215</u>
NON-OPERATING EXPENSES			
46100426 Miscellaneous Income Deductions	0		0
46100427 Interest on Long Term Debt	366,900		366,900
<u>TOTAL NON-OPERATING EXPENSES</u>	<u>366,900</u>	<u>0</u>	<u>366,900</u>
NET INCOME OR (LOSS)	<u>(1,525,068)</u>	<u>30,000</u>	<u>(1,495,068)</u>

ITEM NO. 9-6
PUC AGENDA 5/14/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
SEWER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
REGULAR CAPITAL ADDITIONS			
46300321 Pumping Structures & Improvements	0		0
46300323 Pumping Plant - Other Power Production Equipmen	60,000		60,000
46300325 Pumping Plant - Electric Pumping Equipment	80,000		80,000
46300331 Treatment Plant Structures & Improvements	135,000		135,000
46300332 Treatment Plant Equipment	0		0
46300343 Collection System & Appurtenances	771,000	30,000	801,000
46300390 General Plant - Structures & Improvements	6,500		6,500
46300391 Office Furniture & Equipment	8,900		8,900
46300392 Transportation Equipment	65,000		65,000
46300393 Stores Equipment	0		0
46300394 Tools, Shop & Garage Equipment	10,000		10,000
46300395 Laboratory Equipment	5,000		5,000
46300396 Power Operated Equipment	0		0
46300397 Communication Equipment	1,000		1,000
TOTAL REGULAR CAPITAL	1,142,400	30,000	1,172,400
CONTRIBUTED CAPITAL			
43300344 Distribution System from Developers	100,000		100,000
TOTAL CONTRIBUTED CAPITAL	100,000	0	100,000
TOTAL CAPITAL PROGRAM	1,242,400	30,000	1,272,400

ITEM NO. 9-7
PUC AGENDA 5/4/21

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: NEIL H. AMWAKE, P.E., GENERAL MANAGER *if*
RE: BUDGET AMENDMENT (WATER DIVISION) – SECURITY CAMERA
SERVER
DATE: APRIL 28, 2021
CC: RICHARD A. HENDERSHOT, DIRECTOR OF PUBLIC UTILITIES

Current Status – In October, 2020 the security camera server used to monitor critical Wallingford Public Utilities infrastructure catastrophically failed and needed immediate replacement. Attached is a letter from Electric Division General Manager Tony Buccheri to Mayor Dickinson detailing this need.

The charges for the server replacement were billed in full to the Electric Division, and the Electric Division has subsequently billed the Water Division for their share (37.5%) of the server replacement.

Requested Funding – Because this server failure was unexpected, the replacement was not budgeted for in the current fiscal year. As such we are requesting a budget amendment of \$3,500.00 to Account #433-00397 to pay for the Water Division's share of the security camera server replacement.

Action by the Public Utilities Commission – Therefore, the Wallingford Water Division recommends that the Public Utilities Commission amend the FY20-21 Water Division budget by increasing Account #433-00397 (Communication Equipment) by the amount \$3,500.00. Funds for this purpose will be made available through a corresponding increase in the Appropriation from Retained Earnings (Cash) in the Source of Funds section of the budget.

Revised budget pages reflecting the proposed amendments are attached for your reference. Thank you for your attention to this matter.

X:\Public Utilities Commission (PUC)\Business Office Transfer Documents\Water Transfers\W amend Security Camera mem.docx

ITEM NO. 10-1
PUC AGENDA 5/4/21



Town of Wallingford, Connecticut

TONY BUCCHERI
GENERAL MANAGER

DEPARTMENT OF PUBLIC UTILITIES
100 JOHN STREET
WALLINGFORD, CONNECTICUT 06492

TELEPHONE 203-294-2265
FAX 203-294-2267

RECEIVED

OCT 26 2020

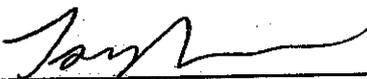
WATER/SEWER DIVISION

MEMORANDUM

To: Mayor William Dickinson Jr.
From: Tony Buccheri - General Manager, Electric Division
Date: October 23, 2020
Subject: *Security Camera Server*

The security camera server used to monitor critical Wallingford Public Utility infrastructure catastrophically failed and needs immediate replacement. WED staff has received a quote for the sever replacement in the amount of \$11,324.04 from a local vendor. I am requesting your approval for this emergency purchase in order to have all security cameras fully functional at all the critical Wallingford Public Utility locations.

Please let me know if you have any questions.



Tony Buccheri, General Manager, Electric

TB/mhl

cc: Rick Hendershot, Director of Public Utilities
Neil Amwake, General Manager-Water/Sewer
Sal Amadeo, Purchasing Agent

ITEM NO. 10-3
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
TOTAL OPERATING REVENUES	7,009,250		7,009,250
TOTAL OPERATING EXPENSES	7,975,126	-	7,975,126
OPERATING INCOME (LOSS)	(965,876)	-	(965,876)
NON-OPERATING REVENUE	286,880		286,880
NON-OPERATING EXPENSES	67,700		67,700
NET INCOME (LOSS)	(746,696)	-	(746,696)
WORKING CAPITAL			
SOURCE OF FUNDS			
Net Income (Loss)	(746,696)	-	(746,696)
Depreciation	2,041,210		2,041,210
Contribution in Aid	194,570		194,570
Appropriate From Cash:			
- for Rate Stabilization	1,034,177	3,500	1,037,677
TOTAL SOURCE OF FUNDS	2,523,261	3,500	2,526,761
USE OF FUNDS			
To Reserve for Emergency Maint. - Connect. Chrg.	87,780		87,780
Bond Payments - Regular	225,000		225,000
Regular Capital	2,015,911	3,500	2,019,411
Capital Additions from Contribution	194,570		194,570
Appropriate To. Cash:			
TOTAL USE OF FUNDS	2,523,261	3,500	2,526,761

ITEM NO. 10-4
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

		CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
O PERATING REVENUES				
REVENUE FROM USAGE:				
43100461	Metered Sales to General Customers	6,687,920		6,687,920
43100462	Private Fire Protection Service	230,400		230,400
	TOTAL REVENUE FROM SALES	6,918,320	0	6,918,320
OTHER OPERATING REVENUE:				
43100471	Miscellaneous Service Revenues	750		750
43100472	Rents from Water Property	90,180		90,180
	TOTAL OTHER OPERATING REVENUE	90,930	0	90,930
	TOTAL OPERATING REVENUES	7,009,250	0	7,009,250
O PERATING EXPENSES				
SOURCE OF SUPPLY EXPENSES:				
43100601	Operation Labor and Expense	179,484		179,484
43100602	Purchase of Water	8,800		8,800
43100611	Maint. of Structures & Improvements	18,375		18,375
43100612	Maint. of Collecting & Impounding Reservoir	166,783		166,783
43100613	Maint. of Lake, River and Other Intakes	1,000		1,000
43100614	Maint. of Wells & Springs	12,300		12,300
43100616	Maint. of Supply Mains	2,000		2,000
43100617	Maint. of Misc. Water Source Plant	88,770		88,770
	TOTAL SOURCE OF SUPPLY EXPENSES	477,512	0	477,512
PUMPING EXPENSES				
43100623	Fuel or Power Purchased for Pumping	358,000		358,000
43100624	Pumping Labor & Expense	173,740		173,740
43100626	Miscellaneous Expenses	76,542		76,542
43100631	Maint. of Structures & Improvements	3,000		3,000
43100633	Maint. of Pumping Equipment	193,535		193,535
	TOTAL PUMPING EXPENSES	804,817	0	804,817
WATER TREATMENT EXPENSES				
43100641	Chemicals	101,800		101,800
43100642	Operation Labor and Expense	698,778		698,778
43100643	Miscellaneous Expense	2,000		2,000
43100651	Maint. Of Structures & Improvements	32,100		32,100
43100652	Maint. Of Water Treatment Equipment	447,308		447,308
	TOTAL WATER TREATMENT EXPENSE	1,281,986	0	1,281,986
TRANSMISSION AND DISTRIBUTION EXPENSES				
43100663	Meter Expenses	131,999		131,999
43100664	Customer Installation Expenses	75,428		75,428
43100665	Miscellaneous Expenses	133,135		133,135
43100672	Maint of Distribution Reservoirs & Standpipes	15,712		15,712
43100673	Maint of Transmission & Distribution Mains	520,496		520,496
43100675	Maintenance of Services	250,427		250,427
43100676	Maintenance of Meters	52,112		52,112
43100677	Maintenance of Hydrants	257,314		257,314
	TOTAL TRANSMISSION & DISTRIBUTION EXP.	1,436,623	0	1,436,623

ITEM NO. 10-5
PUC AGENDA 5/1/2

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
CUSTOMER ACCOUNT EXPENSES:			
43100902 Meter Reading Expenses	23,001		23,001
43100903 Customer Records & Collection Expense	151,661		151,661
TOTAL CUSTOMER ACCOUNT EXPENSES	174,662	0	174,662
ADMINISTRATIVE AND GENERAL EXPENSES:			
43100920 Administrative & General Salaries	728,528		728,528
43100921 Office Supplies & Other Expenses	30,100		30,100
43100923 Outside Services Employed	316,120		316,120
43100924 Property Insurance	55,000		55,000
43100925 Injuries & Damages	135,000		135,000
43100926 Employee Pensions & Benefits	343,800		343,800
43100928 Regulatory Expenses	26,000		26,000
43100930 Miscellaneous General Expenses	40,300		40,300
43100932 Maintenance of General Plant	77,068		77,068
TOTAL ADMINISTRATIVE & GENERAL EXP.	1,751,916	-	1,751,916
DEPRECIATION & TAX EXPENSES			
43100403 Depreciation Expense	2,041,210		2,041,210
43100408 Taxes Other Than Income Taxes	6,400		6,400
TOTAL DEPRECIATION & TAX EXPENSES	2,047,610	0	2,047,610
TOTAL OPERATING EXPENSES	7,975,126	-	7,975,126
OPERATING INCOME (LOSS)	(965,876)	-	(965,876)
NON-OPERATING REVENUE			
43100415 Rev. fr. Mdse. Jobbing & Contract Work	13,100		13,100
43100419 Interest and Dividend Income	174,300		174,300
43100421 Misc. Nonoperating Income	11,700		11,700
43100473 Connection Charges for Maintenance Reserve	87,780		87,780
TOTAL NON-OPERATING REVENUE	286,880	0	286,880
NON-OPERATING EXPENSES			
43100427 Interest on Long Term Debt	67,700		67,700
TOTAL NON-OPERATING EXPENSES	67,700	0	67,700
NET INCOME OR (LOSS)	(746,696)	-	(746,696)

ITEM NO. 10-6
PUC AGENDA 5/4/21

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

		CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
REGULAR CAPITAL ADDITIONS				
43300311	Source Of Supply - Structures & Improvements	5,000		5,000
43300312	Collecting & Impounding Reservoirs	0		0
43300314	Source of Supply - Wells & Springs	0		0
43300321	Pumping Plant - Structures & Improvements	0		0
43300325	Pumping Plant - Electric Pumping Equipment	41,000		41,000
43300331	Water Treatment Plant - Structures & Imp.	85,000		85,000
43300332	Water Treatment Equipment	622,500		622,500
43300340	T&D Land & Land Rights	0		0
43300341	T&D Structures & Improvements	0		0
43300342	Distribution Reservoirs & Standpipes	746,000		746,000
43300343	Transmission & Distribution Mains	99,647		99,647
43300346	Meters	199,937		199,937
43300348	Hydrants	64,527		64,527
43300390	Structures & Improvements - Gen. Plant	10,500		10,500
43300391	Office Furniture & Equipment	10,000		10,000
43300392	Transportation Equipment	107,000		107,000
43300393	Stores Equipment	1,000		1,000
43300394	Tools, Shop & Garage Equipment	10,800		10,800
43300395	Laboratory Equipment	5,000		5,000
43300396	Power Operated Equipment	6,000		6,000
43300397	Communication Equipment	2,000	3,500	5,500
	TOTAL REGULAR CAPITAL	2,015,911	3,500	2,019,411
CONTRIBUTED CAPITAL				
43300344	Distribution System from Developers	100,000		100,000
43300345	Services	94,570		94,570
	TOTAL CONTRIBUTED CAPITAL	194,570	-	194,570
	TOTAL CAPITAL PROGRAM	2,210,481	3,500	2,213,981

ITEM NO. 10-7
PUC AGENDA 5/4/21



Town of Wallingford, Connecticut

RICHARD HENDERSHOT
DIRECTOR

DEPARTMENT OF PUBLIC UTILITIES
100 JOHN STREET
WALLINGFORD, CONNECTICUT 06492

TELEPHONE 203-284-4016
FAX 203-294-2267

MEMORANDUM

TO: Public Utilities Commission
FROM: Richard Hendershot
DATE: April 27, 2021
SUBJECT: CONNECTICUT ENERGY ASSISTANCE PROGRAM (CEAP)

The staff of the Wallingford Electric Division requests that the Public Utilities Commission give authorization to either the Director of Public Utilities or the Electric Division General Manager to sign the attached Connecticut Energy Assistance Program (CEAP) form.

This document, which was forwarded by the State of Connecticut, Department of Social Services, represents the yearly form required by said Department enabling the WED to participate in any of the energy assistance programs administered by the State. In prior years, the PUC authorized its Director to sign this agreement; however, it is my opinion that either the Director or the Electric Division General Manager be signatories.

The Commission may also wish to consider a second action at this time. As this form is submitted yearly, the Commission may authorize the Director or General Manager to sign any **future** agreements without seeking annual authorization from the PUC. This would eliminate the need to place this item on the agenda each year. Should the Commission choose to allow the second action, the motions should be specific in stating this.

So, in essence we need a two-part motion.

- a. Motion to approve the Director or the Electric Division General Manager as signatories of the CEAP Agreement.
- b. Motion to authorize the Director or the Electric Division General Manager to sign any **future** CEAP agreements without bringing the matter before the PUC.

Thank you for your consideration of these matters.

Richard Hendershot

RAH/kaw

Attachment

ITEM NO. 11-1
PUC AGENDA 5/4/21

UTILITY VENDOR (MUNICIPAL) CONDITIONS OF PARTICIPATION FORM 2020/2021 CONNECTICUT ENERGY ASSISTANCE PROGRAM (CEAP)

The purpose of this Utility Vendor Conditions of Participation Form (hereinafter referred to as the "Document") is to set forth the standards under which all utility companies hereinafter referred to as "company" will comply in order to receive payments from the 2020/2021 CEAP program administered by the State of Connecticut Department of Social Services (hereinafter referred to as "DSS"). The conditions referenced in this Document apply to payments made to your company on behalf of households eligible for the Connecticut Energy Assistance Program (CEAP). The Term of this Document shall be from October 1, 2020 through and including September 30, 2021. **Please read the conditions carefully.** If your company wishes to participate, please sign where indicated or email it with company's name in the subject line to energy.vendors@ct.gov.

PART I – DOCUMENT TERM AND IMPORTANT DATES

This Document shall be in effect from October 1, 2020 through September 30, 2021. Important dates are provided below:

- June 15, 2021 The last day that a household can apply to establish its eligibility for benefits.

PART II – UTILITY VENDOR INFORMATION

List your primarily used business name:

Legal Business Name			
Business Mailing Address			
Contact Person			
Phone #		Fax #	
Email Address			

If your company does business sharing different names but with the same federal identification or social security number, list all other names that your company uses, including address and contact information. Please add additional pages if needed.

Business Name			
Business Mailing Address			
Contact Person			
Phone #		Fax #	
Email Address			

ITEM NO. 11-2
 PUC AGENDA 5/4/21

I, _____, as a duly authorized agent
(Please type or print name)

of the above referenced company, empowered to sign legal documents, do hereby attest, under the penalties for false statement that the company which I represent agrees to:

- A. Assure non-discrimination against residential customers in regard to price and conditions of service (including the price for start-up of a heating system) when providing utility service to residential accounts assisted by the program;
- B. Assure compliance with § 19a-109, 4a-74, 16-262c through j, and any other applicable provisions of the C.G.S. which apply to the company;
- C. Assure that payments shall be applied in accordance with Public Utilities Regulatory Authority regulations adopted pursuant to §16-245d of the C.G.S;
- D. Upon request, allow inspection by an agent of the State of any company records necessary for verification of the accuracy of CEAP benefits credited to customer accounts;
- E. Upon request, provide DSS with the amounts and dates that CEAP payments were received;
- F. Safeguard the use, publication and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state law (section 17b-90 of the Connecticut General Statutes) concerning confidentiality.
- G. Return CEAP benefit refunds directly to DSS under the following conditions:
 - 1) In the event that a CEAP recipient moves, leaving a credit balance resulting from an energy assistance payment on their account and the recipient cannot be located, the company shall refund the credit balance within sixty (60) days of the close of the utility account, or,
 - 2) In the event that a CEAP recipient's account is closed, leaving a credit balance resulting from an energy assistance payment on their account and the recipient cannot be located, the company shall refund the credit balance within sixty (60) days of the close of the account, or,
 - 3) In the event that a CEAP benefit, including Supplemental benefits if applicable, exceeds a customer's charges for service incurred between November 2, 2020 and May 20, 2021, the company shall refund the difference by September 30, 2021, unless directed otherwise by DSS.

Refunds shall be made payable to the Department of Social Services, Office of Community Services, at 55 Farmington Avenue, Hartford, CT 06105. All refunds shall include a transmittal sheet detailing the customer name, address and refund amount for each CEAP recipient included in the refund;

- H. Reconcile with the Community Action Agencies (CAAs) any CEAP benefit payments received but not successfully matched with company records, for example an account number that does not match the customer name or address. In the event that a refund is required due to a payment received for a non-matching account, the refund is to be issued to the CAA. Notification must be provided by the company to DSS of all refund amounts issued to CAAs based on non-matching accounts; and,
- I. Upon written request, provide DSS the account history for CEAP recipient households serviced by the vendor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history available. This information shall be provided at no cost to DSS.

The company also understands and verifies that:

Payments to the company may be suspended following notice, hearing, and a finding by the State that the company is not in compliance with the terms of this Document and may be so withheld on behalf of eligible customers. In the event of a finding of non-compliance, payments shall resume upon the State's determination that the company is in compliance with the terms of this Document.

This Document is subject to the provisions in Executive Orders No. 3 and 17, as they relate to non-discrimination. It is also agreed that wherever the word "company" appears it shall be understood to mean "Participating Municipal Utility" as defined by C.G.S. § 16-1.

Signed _____

Date _____

Authorized Agent Name and Title

Print _____

Authorized Agent

Sworn to before me this _____

day of _____

202

(SEAL)

Notary Public/Commissioner of the Superior Court

My commission expires _____

Section 53a-157b of the Connecticut General Statutes, which provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing

jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Once completed, the preferred method for submitting the document is to email it to energy.vendors@ct.gov. Please enter your business name on the subject line. As an alternative, you can fax a copy to CEAP Energy Services at (860) 424-4952, or you can mail it to: CEAP Energy Services, Connecticut Department of Social Services, Office of Community Services, 55 Farmington Avenue, 10th floor, Hartford, CT 06105.

ITEM NO. 11-5
PUC AGENDA 5/4/01

WALLINGFORD ELECTRIC DIVISION
COST OF SERVICE, RATE ANALYSIS AND RATE DESIGN
FINAL REPORT – APRIL, 2021

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ITEM NO. 12-1
PUC AGENDA 5/4/20

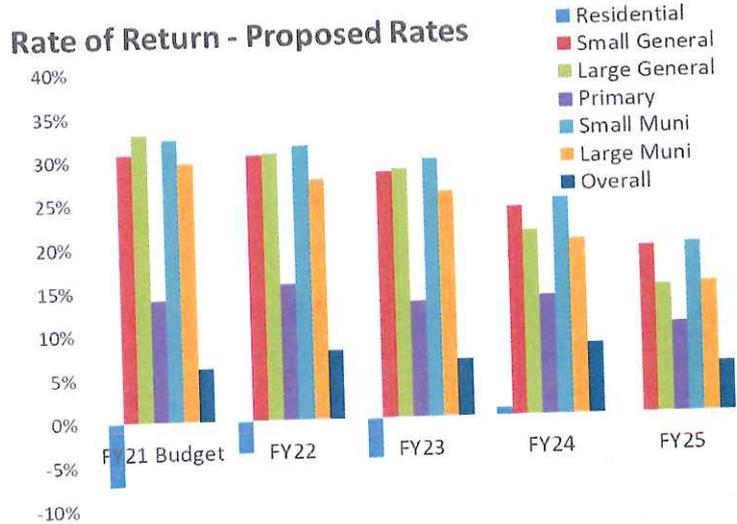
1 Introduction and Executive Summary

Working with direction from the Wallingford Electric Division ("WED"), its management and Commission, PLM has performed both a Historic Test Year Cost of Service Study to measure the performance of the retail rates charged to WED's customers and a Proforma Test Year Cost of Service Study to use in designing new rates. Through several meetings with WED management and Commission, we gathered feedback on rate design objectives, and have developed a set of rates that meet the objectives set forth at the outset and further developed through the process.

Broadly stated the objectives were:

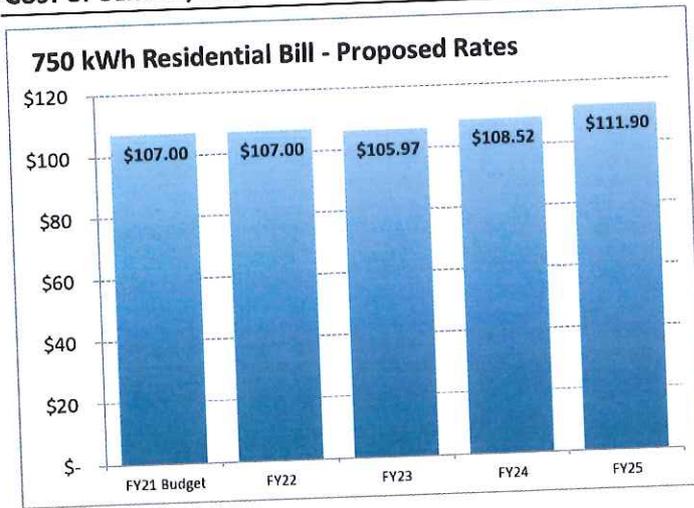
- To ensure that revenues were adequate to cover expenses over the long term;
- To move to rates of return, across all customer classes, that are more equitable and reflective of industry norms

The graph below shows the rates of return produced by the proposed rates over the four-year study period. Over that period the rate of return from the residential class is increased from negative 7% to zero, while the rates of return from the Small General Service, Large General Service, Small Municipal and Large Municipal classes are reduced from 30% to 15%-20%. Because of declining purchased power costs over the period, this has been accomplished with minimal annual increases in the price paid by all customers.



WED

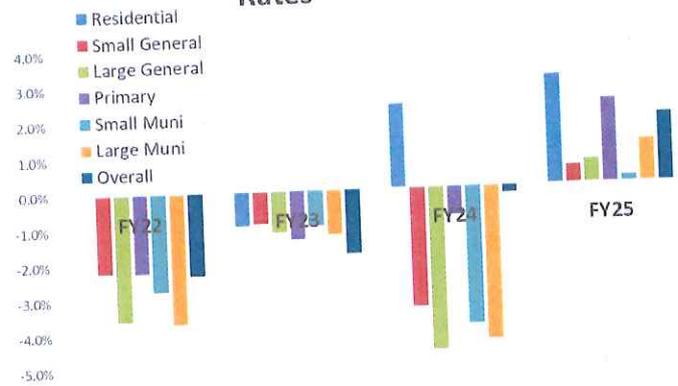
COST OF SERVICE, RATE ANALYSIS AND RATE DESIGN



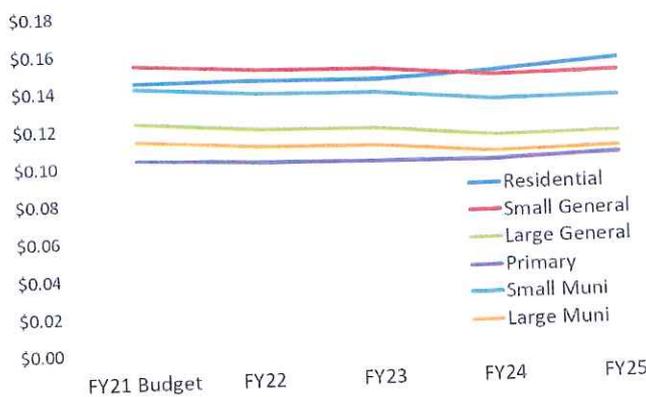
This graph shows the projected monthly bill for the typical residential customer using 750 kilowatt-hours of electricity over the four-year period. There is minimal impact to residential customers for the first three years and a 3% increase in the fourth year

The graph to the right shows the change in the average price paid by each class of customer over the four-year period. Declining purchased power costs in the first three years result in average cost decreases for all customers with the exception of a slight (2%) increase for residential customers in FY24. The final year has increases of between 0% and 3% for all customers as purchased power costs are forecast to begin to increase.

Change in Average Revenue - Proposed Rates



Average Rate - Proposed Rates



The final graph shows how the average cost paid by customers in each rate class varies over the four-year period. The trend is slightly upward for residential customers and slightly downward for all others, until FY25 when all customers have a slight increase.

ITEM NO. 12-3
 PUC AGENDA 5/4/21

WED

COST OF SERVICE, RATE ANALYSIS AND RATE DESIGN

		Present			FY2022			FY2024			FY2025		
		Customer	Demand	Energy									
Residential	1	\$19.25		\$0.1154	\$19.25		\$0.1232	\$19.25		\$0.1292	\$19.25		\$0.1300
Residential - Employee	2	17.25		0.1154	17.25		0.1232	17.25		0.1292	17.25		0.1300
Small General	3	23.65		0.1257	23.65		0.1301	23.65		0.1277	23.65		0.1247
Small General, Manufacturer	3M	21.64		0.1209	21.64		0.1263	21.64		0.1240	21.64		0.1211
Small General, Residential	3R	23.25		0.1247	23.25		0.1293	23.25		0.1269	23.25		0.1239
Large General	4	90.00	\$14.83	0.0650	90.00	\$15.25	0.0684	90.00	\$15.25	0.0656	90.00	\$15.25	0.0626
Large General, Manufacturer	4M	82.35	14.70	0.0650	82.35	13.72	0.0684	82.35	13.72	0.0656	82.35	13.72	0.0626
Large General, Residential	4R	88.47	14.80	0.0650	88.47	14.92	0.0684	88.47	14.92	0.0656	88.47	14.92	0.0626
Primary	5	275.00	21.14	0.0479	275.00	20.46	0.0534	275.00	20.46	0.0552	275.00	20.46	0.0538
Primary, Manufacturer	5M	251.63	19.61	0.0479	251.63	19.00	0.0534	251.63	19.00	0.0552	251.63	19.00	0.0538
Primary, Residential	5R	270.33	20.83	0.0479	270.33	20.15	0.0534	270.33	20.15	0.0552	270.33	20.15	0.0538
Non-Municipal Lighting	6			0.0845			0.0945			0.1045			0.1145
Municipal Lighting	7			0.0845			0.0945			0.1045			0.1145
Small Municipal	8	23.65		0.1194	23.65		0.1233	23.65		0.1206	23.65		0.1171
Large Municipal	9	90.00	14.80	0.0610	90.00	14.80	0.0646	90.00	14.80	0.0625	90.00	14.80	0.0600
Traffic Signal	11	18.50		0.1114	18.50		0.1114	18.50		0.1114	18.50		0.1114

This table shows the individual components of the proposed rates for each year of the period compared with the present rates. Note that no change is proposed for FY23 because the rates proposed for FY22 are adequate to meet revenue goals for FY23 as well.

It is important to note that all these results are contingent on purchased power costs behaving consistently with the forecast, but that is not always the case.

The remainder of this report documents the process of developing these rates, and the details of the rate design.

2 Historic FY2019 Test Year Cost Of Service Study

PLM performed a Historic Test Year Cost of Service Study ("COSS") using Fiscal Year 2019 as the test period. The purpose of this study was to determine how the present rates are performing, both in terms of overall adequacy of the rates and in terms of the rates of return produced by each individual customer class. The historic test year model is also used to test the accuracy of the computer model in calculating the revenues produced by the existing rates, so that the same model can be used to predict the revenues that will be produced by new rates.

FY2019 was chosen as the test period because it did not reflect the impact of Covid19 on sales and therefore was hoped to be more representative of the study period post-pandemic.

A complete copy of the Historic Test Year COSS is attached as Appendix A.

2.1 Sources of Data

PLM requested and received the following data from WED to compile the FY2019 Historic Test Year Cost of Service model:

- Calendar year expenses broken out by FERC account for the most recent year for which complete data is available;
- Total plant in service at the end of the test year, also broken out by FERC account;
- Total number of customers in each rate class as of the end of the Test Year;

WED

COST OF SERVICE, RATE ANALYSIS AND RATE DESIGN

- Total Test Year kWh billed for each customer class;
- Total Test Year demand kW billed for each applicable customer class;
- The total number of street and area lights, municipal and non-municipal, by fixture type.
- Any available information on late payment penalties by customer class;
- PCA rates in effect during the Test Year and total PCA revenues collected for the Test Year;
- A schedule of purchased power expense broken out into capacity, energy and transmission expenses.

WED provided remarkably complete billing data for FY19. This data proved invaluable in designing new rates.

2.2 Cost Allocation

We began by entering WED's plant, expense and other data provided by WED into our cost of service computer model. This model allocates the costs of WED's plant and operation to each class of customers based on industry standard allocation factors that represent each class' contribution to the incurring of those costs.

Plant and expenses are allocated among customer classes on the basis of three different types of allocation factors: customer; demand; and energy.

Costs which are a function of the number of customers rather than the amount of energy consumed are allocated using a customer allocation. In its simplest form, this is simply the number of customers in a rate class divided by the total number of customers. Examples of costs which are allocated using a customer allocation factor are metering and billing expenses, customer accounts expenses, and the cost of meters and services.

Costs which are related to the maximum rate at which the customer uses electricity are allocated using a demand allocator. The maximum rate of usage, or demand, contributes to the size of the facilities that the utility must install to serve that customer or class of customers. Several different demand allocation factors are used, depending on when the demand occurs. Examples of costs which are allocated using a demand allocator are the cost of transformers, lines and substations.

Costs which are related solely to the amount of electricity consumed by the customer are allocated using an energy allocation. There can be multiple energy allocators as well, since the cost of energy varies according to when it is purchased. Purchased power (energy) is the major expense that is allocated using an energy allocator.

Sheet 9 of Appendix A shows the specific allocation factors used in the COSS.

2.3 Performance of Present Rates

The Cost of Service model allocates all of the expenses in the historic test year to the individual customer classes. It also allocates all of the plant in service to each class. It is then possible to calculate the rate of return produced by each class. Return, or net income, is simply the allocated expenses subtracted from the actual (or calculated) revenues. When this net income is divided by the total allocated plant in service and expressed as a percent, it is called the rate of return. It is a measure of the level of profit (or loss) that the utility earns from sales to each customer class.

The table to the right sets forth the calculated rate of return produced by each of WED's current customer classes. It shows that the Residential class has a significant negative rate of return, while all of the non-residential classes have large positive rates of return. The spread in rate of return between the lowest (residential) and highest (Municipal and General Service) is higher than is usually seen and should be adjusted.

It is worth noting that these rates of return differ significantly from those reported in the previous cost of service study. This is partly due to differences in the allocation factors used for purchased capacity and transmission in this study compared with the previous study, as well as to a shift in regional transmission usage patterns brought about by the large amount of new solar generation in New England. Solar generation reduces the demand for electricity during the middle of the day which causes the peak demand to occur later in the day, typically around 6pm. Residential customers contribute a larger share of the peak demand when it occurs later in the day, and current rates do not collect enough revenue to cover the higher cost of the capacity and transmission attributable to residential customers.

Customer Class	Rate of Return
Rate 1 – Residential	-9.0%
Rate 3 – Small General Service	33.7%
Rate 4 – Large General Service	31.4%
Rate 5 – Primary	13.0%
Rate 6 – Non-Municipal Lighting	3.1%
Rate 7 – Municipal Lighting	12.6%
Rate 8 – Small Municipal	36.3%
Rate 9 – Large Municipal	29.5%

3 Four-Year Financial Projection

In order to determine how WED’s retail rates will perform over the next four years, PLM constructed a four-year projection of WED’s revenues, expenses and plant in service. Modeling over the long term could permit WED to ensure that it will not need to raise rates unexpectedly and to set depreciation rates at an appropriate level to maintain cash at desired levels.

The details of the Financial Projection for the proposed rates are shown in Appendix B.

3.1 Description of methodology

PLM constructed a financial projection model that projects revenues, expenses and plant values for the period from FY2022 through FY2025.

3.1.1 Revenues

Rate revenues were calculated by multiplying WED’s billing determinants (customers, kWh and kW) by the individual rate elements. Sales growth was tied to Energy New England’s load projection in their purchased power cost forecast dated March, 2021. Losses were subtracted from energy requirements to derive total sales.

Total sales were allocated across customer classes using FY19 actual sales as a base. All existing rate elements were kept constant for purposes of revenue projection with the exception of the Energy Charge and PCA. The Energy charge was used as the input variable for rate design scenarios.

The PCA was calculated by dividing total power supply cost by total kWh sold and subtracting the current imbedded power cost of 9.39 cents.

FY21 revenues were calibrated to the FY21 budget by adjusting the amount of the PCA. Other Electric Revenues were projected from FY21 budgeted amounts at an assumed 2% escalation rate.

3.1.2 Expenses

O&M Expenses other than purchased power were escalated at an assumed 2.6% annual escalation rate as provided by WED.

The Depreciation Expense was calculated by multiplying the total forecast Plant in Service at the end of the year by the assumed depreciation rate of 3% (based on an analysis of historic levels of depreciation expense and plant in service).

Purchased power expenses were taken from Energy New England’s forecast dated March, 2021.

Interest Income was held constant at the FY21 budgeted amount. Other Revenue, Interest Expense and Other Expense were derived by escalating FY21 budgeted amounts at 2%

3.1.3 Plant in Service

Plant in service was projected by adding costs from WED's five-year capital budget. The plant cost used for calculating the depreciation expense was the total undepreciated value of the plant in service at the end of the year minus an amount representing the value of plant that has been fully depreciated.

3.1.4 Cash Reserve

The balance of unrestricted cash was projected from the actual year-end amount from 2020. Each year the projected Net Income, minus the PILOT payment and any amounts used to fund capital additions, was added to the unrestricted cash balance. Retirements were ignored.

Cash balances were compared with the minimum cash reserve requirement established by WED in each year. Cash reserves are more than adequate in every scenario studied.

3.1.5 Income Statement

Operating revenue and expense were calculated as described above.

Interest income was assumed to remain constant at the FY21 budgeted amount of \$277 thousand. Interest expense was assumed to remain constant at the actual FY2020 level.

PILOT payments were calculated at the established rate of \$0.00314 per kilowatt-hour of sales.

The Rate of Return is calculated as Net Income prior to PILOT and debt principal repayment, divided by the total value of plant in service.

3.1.6 Cost of Service

A cost of service calculation was built into the financial projection model. Allocation factors for energy, capacity, transmission and distribution expenses as well as plant in service were calculated from the Proforma FY22 Test Year Cost of Service model. Those factors were used to allocate expenses and plant for each of the forecast years FY22 – FY25. This provides an approximate rate of return for each customer class over the forecast period.

3.2 Results

3.2.1 Forecast Results with Present Rates

Based on the budget, FY21 produces an acceptable 6% overall rate of return, although the spread of rates of return across customer classes is very wide.

4 Proposed Rate Design

Working from the results of the financial projection based on present rates, we worked with WED to develop objectives for designing rates for the period FY22 through FY25. These objectives were:

- To maintain an overall rate of return of at least 5% but not more than 8%;
- To raise the rate of return from the Residential class to 0% (breakeven) by FY25;
- To lower the rate of return for all non-residential classes to no more than 20% over the same period;
- To avoid any increase in residential bills until FY25; and
- To avoid any increases in average cost of more than 5% for any customer class

The proposed rates achieve nearly all of the objectives set out above (there is a 2% increase in residential bills in FY24 which is intended to spread a 5% increase over two years).

No change is proposed in the structure of the existing rates. The monthly customer charge rates are left unchanged, as our analysis indicated that they are adequate for recovering the allocated cost of generating a monthly bill for each class of customer. Similarly, the demand rates have only been adjusted to reflect minor changes in the effective Connecticut Gross Earnings Tax rate based on shifts between taxable and non-taxable expenses.

Street lighting fixture rates for both municipal and private customers have been left unchanged, since our review of the previous study indicated that those charges were somewhat higher than the cost-of-service for the fixtures. We do recommend increasing the energy charge for lighting by 1 cent in FY22, FY24 and FY25 to get to the \$0.115/kWh that we calculate as the cost of providing energy to those fixtures. We have left the Traffic Signal rate unchanged since the energy charge is already at \$0.1114/kWh.

The table below summarizes the proposed rates over the four-year study period. Tariff sheets for the proposed rates are shown in Appendix D

		Present			FY2022			FY2024			FY2025		
		Customer	Demand	Energy									
Residential	1	\$19.25		\$0.1154	\$19.25		\$0.1232	\$19.25		\$0.1292	\$19.25		\$0.1300
Residential - Employee	2	17.25		0.1154	17.25		0.1232	17.25		0.1292	17.25		0.1247
Small General	3	23.65		0.1257	23.65		0.1301	23.65		0.1277	23.65		0.1211
Small General, Manufacturer	3M	21.64		0.1209	21.64		0.1263	21.64		0.1240	21.64		0.1239
Small General, Residential	3R	23.25		0.1247	23.25		0.1293	23.25		0.1269	23.25		0.1239
Large General	4	90.00	\$14.83	0.0650	90.00	\$15.25	0.0684	90.00	\$15.25	0.0656	90.00	\$15.25	0.0626
Large General, Manufacturer	4M	82.35	14.70	0.0650	82.35	13.72	0.0684	82.35	13.72	0.0656	82.35	13.72	0.0626
Large General, Residential	4R	88.47	14.80	0.0650	88.47	14.92	0.0684	88.47	14.92	0.0656	88.47	14.92	0.0626
Primary	5	275.00	21.14	0.0479	275.00	20.46	0.0534	275.00	20.46	0.0552	275.00	20.46	0.0538
Primary, Manufacturer	5M	251.63	19.61	0.0479	251.63	19.00	0.0534	251.63	19.00	0.0552	251.63	19.00	0.0538
Primary, Residential	5R	270.33	20.83	0.0479	270.33	20.15	0.0534	270.33	20.15	0.0552	270.33	20.15	0.0538
Non-Municipal Lighting	6			0.0845			0.0945			0.1045			0.1145
Municipal Lighting	7			0.0845			0.0945			0.1045			0.1145
Small Municipal	8	23.65		0.1194	23.65		0.1233	23.65		0.1206	23.65		0.1171
Large Municipal	9	90.00	14.80	0.0610	90.00	14.80	0.0646	90.00	14.80	0.0625	90.00	14.80	0.0600
Traffic Signal	11	18.50		0.1114	18.50		0.1114	18.50		0.1114	18.50		0.1114

ITEM NO. 12-9
 PUC AGENDA 5/4/01

Appendix D - Tariff Sheets

Fiscal Year 2022

ITEM NO. 12-10
PUC AGENDA 5/11/01

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 1, RESIDENTIAL**

APPLICABLE:

This rate is applicable to all single family residences, single residential flats, single residential apartments, and multiple residential units metered through a single meter, provided that the electric service meets the requirements of the Character of Service detailed below. All service not meeting these criteria shall be classified under Rate 3 - Small General Service, Rate 4 - Large General Service, or Rate 5- Primary Service, as appropriate.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts or 120/208 volts network, three-wire, 60 cycle alternating current, and at least fifty percent (50%) of the electric energy shall be used for residential purposes.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$19.25
ENERGY CHARGE:	\$ 0.1232 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

ITEM NO. 12-11
PUC AGENDA 5/9/01

SENIOR CITIZEN DELAYED PAYMENT CHARGE:

Any senior citizen 65 years or older, upon a one-time written request, will receive an additional ten (10) days from the rendition of the electric bill, for a total of thirty (30) days, prior to adding the (5%) Delayed Payment Charge as described above. The senior citizen applying must provide proof of age in order to receive this additional time for payment.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-12
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 2, RESIDENTIAL-MUNICIPAL ELECTRIC DIVISION EMPLOYEE**

APPLICABLE:

To all full-time permanent employees of the Wallingford Electric Division. The Residential-Municipal Electric Division Employee, Rate No. 2, shall be the same as Rate No. 1, Residential, except that the Customer Service Charge is billed at \$17.25.

AVAILABILITY:

This rate is available only for those customers already assigned to this rate as of September 30, 2005.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-13
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 3, SMALL GENERAL SERVICE**

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

RATE NO. 3-R, SMALL GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period. For churches only, demand may exceed 25 kW.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 3, SMALL GENERAL SERVICE

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1301 per kWh

ITEM NO. 12-14
PUC AGENDA 5/4/01

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$21.64
ENERGY CHARGE: \$ 0.1263 per kWh

RATE NO.3-R, SMALL GENERAL SERVICE,RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$23.25
ENERGY CHARGE: \$ 0.1293 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge.

SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty (60%) percent of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

ITEM NO. 12-15
PUC AGENDA 5/4/21

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the Rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-16
PUC AGENDA 5/19/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 4, LARGE GENERAL SERVICE**

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period, but is not in excess of 400 kW for any two consecutive months.

The Manufacturer rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 4, LARGE GENERAL SERVICE

CUSTOMER SERVICE CHARGE: \$90.00

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DEMAND CHARGE: \$ 15.25 per kW
ENERGY CHARGE: \$.0684 per kWh

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$82.35
DEMAND CHARGE: \$ 13.72 per kW
ENERGY CHARGE: \$ 0.0684 per kWh

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$88.47
DEMAND CHARGE: \$ 14.92 per kW
ENERGY CHARGE: \$ 0.0684 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth on Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt billing demand shall be the maximum demand in the month but not less than seventy percent (70%) of the highest kilowatt demand occurring during the immediate preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 17.5 kW.

METERING:

This rate applies to service at secondary voltage. At the option of the Electric Division, metering may be installed at the primary voltage side of the step-down transformers, in which event, two percent (2%) shall be deducted from the kW demand, KVAR demand and energy readings to adjust them to the secondary voltage level for billing purposes.

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SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty percent (60%) of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

REACTIVE DEMAND CHARGE:

The Wallingford Electric Division may elect to install reactive metering to measure low power factor conditions. In the event that the maximum kVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged at \$2.70 per KVAR for Rate 4 customers, at \$2.47 per KVAR for Rate 4-M customers and at \$2.65 per KVAR for Rate 4-R customers.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-19
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 5, PRIMARY SERVICE**

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable for primary, high voltage service to customers served through a single metering installation whose monthly kilowatt demands are in excess of 400 kW for two consecutive months. The customer shall normally furnish and maintain all equipment necessary to receive and transform the energy purchased.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be three phase, 60-cycle alternating current at a nominal voltage of 13,800 volts.

RATE PER MONTH:

RATE NO. 5, PRIMARY SERVICE

CUSTOMER SERVICE CHARGE: \$275.00

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DEMAND CHARGE: \$ 20.46 per kW
ENERGY CHARGE: \$ 0.0534 per kWh

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$251.63
DEMAND CHARGE: \$ 19.00 per kW
ENERGY CHARGE: \$ 0.0534 per kWh

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$270.33
DEMAND CHARGE: \$ 20.15 per kW
ENERGY CHARGE: \$ 0.0534 per kWh

REACTIVE DEMAND CHARGE:

In the event that the maximum KVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged for at \$2.70 per KVAR for Rate 5 customers, at \$2.47 per KVAR for Rate 5-M customers and at \$2.65 per KVAR for Rate 5-R customers.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the highest fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt demand shall be the maximum demand in the month, but not less than seventy percent (70%) of the highest demand during the preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 280 kW.

The above paragraph notwithstanding, a customer's highest fifteen (15) minute measured integrated kilowatt demand during the hours from 11:00 p.m. to 7:00 a.m. on all days, and also such additional hours as may be designated by the Electric

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Division, may exceed regular billing demand by twenty-five percent (25%) without added charge. Any kilowatt demand during this period which exceeds regular billing demand by more than twenty-five percent (25%) will be at the regular charge.

DETERMINATION OF REACTIVE DEMAND:

Reactive demand shall be the highest single integrated fifteen (15) minute measured KVAR demand occurring during the billing month.

METERING:

This rate applies to service at primary voltage. At the option of the Electric Division, metering may be installed at the low voltage side of the step-down transformers, in which event, two percent (2%) shall be added to the kW demand, KVAR demand and energy readings to adjust them to the primary voltage level for billing purposes.

EQUIPMENT OWNERSHIP:

This rate applies to service wherein the customer furnishes and maintains the transformers and the supply connection. If the Electric Division furnishes and maintains such transformers, an added charge of \$0.30 per kVA of installed transformer capacity shall be charged per month.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-23
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 6, NON-MUNICIPAL LIGHTING**

APPLICABLE:

To any customer other than the Town of Wallingford for outdoor lighting.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service to any customer (other than the Town of Wallingford or any subdivision or department thereof) for lighting of outdoor areas by aerial construction only where such service can be supplied by the installation of lighting fixtures on Electric Division poles supplied directly from existing secondary circuits on such poles, except as provided herein.

RATE PER MONTH:

For each luminaire with lamp controlled automatically:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 6.10	\$0.0945	29
100 Watt Street Light	\$ 6.10	\$0.0945	41
100 Watt Street Light (Underground)	\$ 7.95	\$0.0945	41
250 Watt Street Light	\$ 6.10	\$0.0945	105
250 Watt Street Light (Underground)	\$ 7.95	\$0.0945	105
400 Watt Street Light	\$ 9.25	\$0.0945	163
250 Watt Flood Light	\$ 8.00	\$0.0945	105
400 Watt Flood Light	\$ 12.50	\$0.0945	163
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 5.43	\$0.0945	12
54 Watt Street Light (100W equivalent)	\$ 5.47	\$0.0945	19
139 Watt Street Light (250W equivalent)	\$ 7.39	\$0.0945	48
275 Watt Street Light (400W equivalent)	\$ 9.10	\$0.0945	95

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125 Watt Flood Light (250W equivalent)	\$ 6.77	\$0.0945	43
200 Watt Flood Light (400W equivalent)	\$ 8.44	\$0.0945	69

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the power Cost Adjustment Clause set forth in Rate No. 12 using the monthly consumption of each lamp as detailed above.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERM OF CONTRACT:

For a fixed term not less than five (5) years, and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other. All existing contracts upon renewal must comply with this schedule.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. The customer assumes responsibility for any misuse or abuse to Electric Division's property. All service, necessary maintenance, and installation changes are subject to the normal scheduling of manpower availability and will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 10-24
PUC AGENDA 5/11/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 7, MUNICIPAL LIGHTING**

APPLICABLE:

To the Town of Wallingford for municipal street lighting, and outdoor lighting service.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service on Town of Wallingford streets and installations.

RATE PER MONTH:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 4.15	\$0.0945	29
70 Watt Street Light (Underground)	\$ 5.40	\$0.0945	29
100 Watt Street Light	\$ 4.15	\$0.0945	41
100 Watt Street Light (Underground)	\$ 5.45	\$0.0945	41
250 Watt Street Light	\$ 4.10	\$0.0945	105
250 Watt Street Light (Underground)	\$ 5.35	\$0.0945	105
400 Watt Street Light	\$ 7.00	\$0.0945	163
400 Watt Street Light (Underground)	\$ 9.15	\$0.0945	163
400 Watt Street Light w/ Alum. Pole	\$ 16.00	\$0.0945	163
250 Watt Flood Light	\$ 6.00	\$0.0945	105
400 Watt Flood Light	\$ 9.65	\$0.0945	163
100 Watt Post Top Underground	\$ 5.45	\$0.0945	41
150 Watt Post Top Ornamental	\$ 5.45	\$0.0945	59
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 2.74	\$0.0945	12
54 Watt Street Light (100W equivalent)	\$ 2.75	\$0.0945	19
101 Watt Street Light (150W equivalent)	\$ 2.97	\$0.0945	35
139 Watt Street Light (250W equivalent)	\$ 3.52	\$0.0945	48

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275 Watt Street Light (400W equivalent)	\$ 4.20	\$0.0945	95
125 Watt Flood Light (250W equivalent)	\$ 3.27	\$0.0945	43
200 Watt Flood Light (400W equivalent)	\$ 3.94	\$0.0945	69
45 Watt Post Top Undrgrnd (100W equiv.)	\$ 5.31	\$0.0945	16
75 Watt Post Top Ornamental(150W equiv.)	\$ 14.72	\$0.0945	26

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.using the monthly consumption of each lamp as detailed above.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. All service, and necessary maintenance, will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-216
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 8, SMALL MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards, and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable for service through a single-metering installation where the monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1233 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-27
PUC AGENDA 5/19/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 9, LARGE MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable to single metering installations whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$90.00
DEMAND CHARGE:	\$ 14.80 per kW
ENERGY CHARGE:	\$ 0.0646 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge

DETERMINATION OF BILLING DEMAND:

Demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. Minimum Billing Demand shall not be less than 17.5 kW.

ITEM NO. 12-28
PUC AGENDA 5/4/01

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-29
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 11, TRAFFIC SIGNALS SERVICE**

APPLICABLE:

This rate is applicable to all traffic signal installations billed to the Town of Wallingford.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts, three-wire, 60-cycle alternating current, metered or unmetered supplied from existing aerial facilities.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE	\$ 18.50
ENERGY CHARGE:	\$0.1114 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules statements in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-30
PUC AGENDA 5/11/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 12
POWER COST ADJUSTMENT CLAUSE**

NET MONTHLY CHARGE OR CREDIT

The net monthly charge or credit shall be computed by multiplying the Power Cost Adjustment Factor ("PCA") in dollars per kilowatt-hour ("\$/kWh") by the customer's kilowatt-hours billed (measured or estimated) in the month.

STANDARD FREQUENCY OF PCA CALCULATION

Except in cases where a mid-period calculation of the PCA takes place, as described below, the PCA shall be computed twice each year based on the attached worksheet, at such times so that any revised PCA can be implemented on bills dated July through December and January through June. The calculation is designed to provide periodic true up of projected power costs to actual power costs. Furthermore, the PCA that is established only for the period of January 1, 2017 through June 30, 2017 shall utilize the previous eight (8) month period of May 2016 through December 2016 and there shall be no routine PCA adjustment on November 1, 2016.

MID-PERIOD CALCULATION OF THE PCA

It may be determined during a given six-month period, as defined above, that the actual power costs to date during that period, plus the forecasted power costs for the remainder of that period, will be significantly greater than or less than the forecasted power costs upon which the PCA for that period was based. When that difference in power costs is of such magnitude that a PCA calculation for that period based on the updated power costs would produce a PCA that varies from the actual PCA for that period by more than \$0.005 per kWh, then the PUC may authorize a mid-period calculation of the PCA. For the period July through December, the re-calculated PCA shall be effective for the remaining period October through December. This provision provides the means to minimize the amount of over-collection or under-collection in a given six-month period due to actual power costs varying significantly from forecasted power costs.

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PUC AGENDA 5/4/21

In the event that the PUC elects to authorize a mid-period calculation, the PCA shall be calculated based on the attached worksheet, for the same six-month period that was the basis for the prevailing PCA. For example: For a mid-period calculation that will be effective October 1, the previous six-month period used in the calculation shall be the previous January through June. The next six-month period used in the calculation shall be the current period: July through December.

PUC ADJUSTMENT OF THE CALCULATED PCA

Subject to the stipulations listed below, the PUC may adjust the PCA that is calculated based on the attached worksheet, for any three-month or six-month period described above when, without adjustment, the PCA for that period would vary from the PCA for the preceding period by more than \$.005 per kWh. This provision enables the PUC to reduce the impact on customers of large swings in power cost.

REDUCTION IN THE CALCULATED PCA

The amount by which the calculated PCA may be reduced shall be limited by the following stipulation: The projected cash reserve balance at the end of the period for which the PCA is set shall not be less than the greater of the following: \$10,000,000 or 80% of the prevailing minimum recommended cash reserve level, inclusive of any RSA (as defined below) approved by the PUC for that period.

INCREASE IN THE CALCULATED PCA

The amount by which the calculated PCA may be increased shall be limited by the following stipulation: The cash reserve balance at the time of the adjustment shall not be greater than 120% of the prevailing minimum recommended cash reserve level.

Adjustments of the PCA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

RATE STABILIZATION ADJUSTMENT (The "RSA")

The RSA assigns WED cash to reduce the wholesale power costs that will be entered into the calculation of the PCA for a future six-month PCA period.

The PUC may, at any time prior to the calculation of the PCA for a six-month period, approve the application of an RSA in order to cover up to 100% of the portion of a Qualifying Wholesale Power Cost that is expected to occur within that six-month period.

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The amount of the RSA shall not exceed the difference between the WED's cash reserve balance and the prevailing minimum recommended cash reserve level. For the purpose of this comparison, the cash reserve balance shall be the forecast value at the end of the six-month PCA period, exclusive of the effect of the proposed RSA. The minimum recommended cash reserve level shall be calculated at the time of the forecast for the cash reserve balance.

Application of the RSA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

A Qualifying Wholesale Power Cost is any future wholesale power cost that the WED will pay over a defined period of time, which is known with reasonable certainty.

Examples include the following:

- a. Single year increase in a given ISO-NE charge: In a three-year period the WED's net cost for capacity in the middle year is forecast to be significantly higher than in the first or second year.
- b. One-time charges: The FERC requires ISO-NE to carry out a Capacity Resettlement, which will result in a one-time charge to the WED.
- c. Deviations from base year power costs: The WED has adopted rates that are designed to recover the same wholesale power cost in the base rates (non-PCA charges) for two or more years, using one of these years as the base year. Deviations in power cost from the base year cost are contained in the PCA's for the non-base years.

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

Rate 12

ITEM NO. 12-33
PUC AGENDA 5/4/21

WORKSHEET FOR CALCULATING SIX MONTH PCA

1. Purchased Power costs for previous six months \$ _____
2. Sales during previous six months MWh _____
3. Base Purchased Power Rate during previous six months
\$/MWh _____
4. Net PCA used during previous six months \$/MWh _____
5. Calculation: (3) + (4) \$/MWh _____
6. Calculation: (2) x (5) \$ _____
7. Under (Over) Collection during previous six months
(1) - (6) \$ _____
8. Adjustment for estimates in prior PCA calculation \$ _____
9. Adjustment for PUC action to adjust PCA in
previous six months including RSA \$ _____
10. Net Adjustment (7) + (8) + (9) \$ _____
11. Projected Sales over next six months MWh _____
12. Projected Purchased Power costs over next six months
\$ _____
13. Base Purchased Power Rate over next six months \$/MWh _____
14. Calculation: (10) + (12) \$ _____
15. Calculation: (14) / (11) \$/MWh _____
16. Net PCA for next six months [(15) - (13)] / 1000 \$/kWh _____
17. North Branford current six month PCA
Calculation: (16) + NTR \$/kWh _____

Rate 12

ITEM NO. 12-34
PUC AGENDA 15/11/01

NTR = North Branford tax rate adjustment expressed in \$/kWh

NTR is calculated as follows:

$$\text{NTR} = \frac{\text{NT}}{\text{NKWH}}$$

Where NT is the amount of North Branford taxes paid by the Electric Division in the most recent six months, and NKWH represents the estimated kilowatt-hours sales from the Wallingford Electric Division distribution system to customers in the Northford section of North Branford in the current period.

Rate 13

ITEM NO. 12-35
PUC AGENDA 5/4/01

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**RATE NO. 13
MISCELLANEOUS CHARGES AND FEES**

Re-energization of Service during normal working hours	\$80.00
Re-energization of Service outside of normal working hours	\$140.00
Returned check	\$40.00
Install and remove a Temporary Overhead Service	\$750.00 <i>\$870.00</i>
Install a Wooden Pole for non-Municipal lighting	\$975.00
Early Replacement of a non-LED Private (non-Municipal) Light (a)	\$85.00 <i>\$145.00</i>

Effective: July 1, 2021

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-30
PUC AGENDA 5/4/21

Fiscal Year 2024

ITEM NO. 12-37
PUC AGENDA 5/4/21

DATE: _____

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 1, RESIDENTIAL**

APPLICABLE:

This rate is applicable to all single family residences, single residential flats, single residential apartments, and multiple residential units metered through a single meter, provided that the electric service meets the requirements of the Character of Service detailed below. All service not meeting these criteria shall be classified under Rate 3 - Small General Service, Rate 4 - Large General Service, or Rate 5- Primary Service, as appropriate.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts or 120/208 volts network, three-wire, 60 cycle alternating current, and at least fifty percent (50%) of the electric energy shall be used for residential purposes.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$19.25
ENERGY CHARGE:	\$ 0.1292 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

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PUC AGENDA 5/4/21

SENIOR CITIZEN DELAYED PAYMENT CHARGE:

Any senior citizen 65 years or older, upon a one-time written request, will receive an additional ten (10) days from the rendition of the electric bill, for a total of thirty (30) days, prior to adding the (5%) Delayed Payment Charge as described above. The senior citizen applying must provide proof of age in order to receive this additional time for payment.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-39
PUC AGENDA 5/14/21

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**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 2, RESIDENTIAL-MUNICIPAL ELECTRIC DIVISION EMPLOYEE**

APPLICABLE:

To all full-time permanent employees of the Wallingford Electric Division. The Residential-Municipal Electric Division Employee, Rate No. 2, shall be the same as Rate No. 1, Residential, except that the Customer Service Charge is billed at \$17.25.

AVAILABILITY:

This rate is available only for those customers already assigned to this rate as of September 30, 2005.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-40

PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 3, SMALL GENERAL SERVICE**

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

RATE NO. 3-R, SMALL GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period. For churches only, demand may exceed 25 kW.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 3, SMALL GENERAL SERVICE

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1277 per kWh

ITEM NO. 12-41
PUC AGENDA 5/4/01

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$21.64
ENERGY CHARGE: \$ 0.1240 per kWh

RATE NO.3-R, SMALL GENERAL SERVICE,RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$23.25
ENERGY CHARGE: \$ 0.1269 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge.

SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty (60%) percent of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

ITEM NO. 12-42
PUC AGENDA 5/21/01

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the Rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-43
PUC AGENDA 5/9/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 4, LARGE GENERAL SERVICE**

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period, but is not in excess of 400 kW for any two consecutive months.

The Manufacturer rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 4, LARGE GENERAL SERVICE

CUSTOMER SERVICE CHARGE: \$90.00

ITEM NO. 12-44
PUC AGENDA 5/24/91

DEMAND CHARGE: \$ 15.25 per kW
ENERGY CHARGE: \$.0656 per kWh

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$82.35
DEMAND CHARGE: \$ 13.72 per kW
ENERGY CHARGE: \$ 0.0656 per kWh

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$88.47
DEMAND CHARGE: \$ 14.92 per kW
ENERGY CHARGE: \$ 0.0656 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth on Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt billing demand shall be the maximum demand in the month but not less than seventy percent (70%) of the highest kilowatt demand occurring during the immediate preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 17.5 kW.

METERING:

This rate applies to service at secondary voltage. At the option of the Electric Division, metering may be installed at the primary voltage side of the step-down transformers, in which event, two percent (2%) shall be deducted from the kW demand, KVAR demand and energy readings to adjust them to the secondary voltage level for billing purposes.

ITEM NO. 10-15
PUC AGENDA 5/4/21

SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty percent (60%) of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

REACTIVE DEMAND CHARGE:

The Wallingford Electric Division may elect to install reactive metering to measure low power factor conditions. In the event that the maximum kVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged at \$2.70 per KVAR for Rate 4 customers, at \$2.47 per KVAR for Rate 4-M customers and at \$2.65 per KVAR for Rate 4-R customers.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-416
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 5, PRIMARY SERVICE**

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable for primary, high voltage service to customers served through a single metering installation whose monthly kilowatt demands are in excess of 400 kW for two consecutive months. The customer shall normally furnish and maintain all equipment necessary to receive and transform the energy purchased.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be three phase, 60-cycle alternating current at a nominal voltage of 13,800 volts.

RATE PER MONTH:

RATE NO. 5, PRIMARY SERVICE

CUSTOMER SERVICE CHARGE: \$275.00

ITEM NO. 12-47
PUC AGENDA 5/4/01

DEMAND CHARGE: \$ 20.46 per kW
ENERGY CHARGE: \$ 0.0552 per kWh

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$251.63
DEMAND CHARGE: \$ 19.00 per kW
ENERGY CHARGE: \$ 0.0552 per kWh

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$270.33
DEMAND CHARGE: \$ 20.15 per kW
ENERGY CHARGE: \$ 0.0552 per kWh

REACTIVE DEMAND CHARGE:

In the event that the maximum KVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged for at \$2.70 per KVAR for Rate 5 customers, at \$2.47 per KVAR for Rate 5-M customers and at \$2.65 per KVAR for Rate 5-R customers.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the highest fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt demand shall be the maximum demand in the month, but not less than seventy percent (70%) of the highest demand during the preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 280 kW.

The above paragraph notwithstanding, a customer's highest fifteen (15) minute measured integrated kilowatt demand during the hours from 11:00 p.m. to 7:00 a.m. on all days, and also such additional hours as may be designated by the Electric

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PUC AGENDA 5/4/51

Division, may exceed regular billing demand by twenty-five percent (25%) without added charge. Any kilowatt demand during this period which exceeds regular billing demand by more than twenty-five percent (25%) will be at the regular charge.

DETERMINATION OF REACTIVE DEMAND:

Reactive demand shall be the highest single integrated fifteen (15) minute measured KVAR demand occurring during the billing month.

METERING:

This rate applies to service at primary voltage. At the option of the Electric Division, metering may be installed at the low voltage side of the step-down transformers, in which event, two percent (2%) shall be added to the kW demand, KVAR demand and energy readings to adjust them to the primary voltage level for billing purposes.

EQUIPMENT OWNERSHIP:

This rate applies to service wherein the customer furnishes and maintains the transformers and the supply connection. If the Electric Division furnishes and maintains such transformers, an added charge of \$0.30 per kVA of installed transformer capacity shall be charged per month.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-49
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 6, NON-MUNICIPAL LIGHTING**

APPLICABLE:

To any customer other than the Town of Wallingford for outdoor lighting.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service to any customer (other than the Town of Wallingford or any subdivision or department thereof) for lighting of outdoor areas by aerial construction only where such service can be supplied by the installation of lighting fixtures on Electric Division poles supplied directly from existing secondary circuits on such poles, except as provided herein.

RATE PER MONTH:

For each luminaire with lamp controlled automatically:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 6.10	\$0.1045	29
100 Watt Street Light	\$ 6.10	\$0.1045	41
100 Watt Street Light (Underground)	\$ 7.95	\$0.1045	41
250 Watt Street Light	\$ 6.10	\$0.1045	105
250 Watt Street Light (Underground)	\$ 7.95	\$0.1045	105
400 Watt Street Light	\$ 9.25	\$0.1045	163
250 Watt Flood Light	\$ 8.00	\$0.1045	105
400 Watt Flood Light	\$ 12.50	\$0.1045	163
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 5.43	\$0.1045	12
54 Watt Street Light (100W equivalent)	\$ 5.47	\$0.1045	19
139 Watt Street Light (250W equivalent)	\$ 7.39	\$0.1045	48
275 Watt Street Light (400W equivalent)	\$ 9.10	\$0.1045	95

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125 Watt Flood Light (250W equivalent)	\$ 6.77	\$0.1045	43
200 Watt Flood Light (400W equivalent)	\$ 8.44	\$0.1045	69

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the power Cost Adjustment Clause set forth in Rate No. 12 using the monthly consumption of each lamp as detailed above.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERM OF CONTRACT:

For a fixed term not less than five (5) years, and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other. All existing contracts upon renewal must comply with this schedule.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. The customer assumes responsibility for any misuse or abuse to Electric Division's property. All service, necessary maintenance, and installation changes are subject to the normal scheduling of manpower availability and will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-51
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 7, MUNICIPAL LIGHTING**

APPLICABLE:

To the Town of Wallingford for municipal street lighting, and outdoor lighting service.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service on Town of Wallingford streets and installations.

RATE PER MONTH:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 4.15	\$0.1045	29
70 Watt Street Light (Underground)	\$ 5.40	\$0.1045	29
100 Watt Street Light	\$ 4.15	\$0.1045	41
100 Watt Street Light (Underground)	\$ 5.45	\$0.1045	41
250 Watt Street Light	\$ 4.10	\$0.1045	105
250 Watt Street Light (Underground)	\$ 5.35	\$0.1045	105
400 Watt Street Light	\$ 7.00	\$0.1045	163
400 Watt Street Light (Underground)	\$ 9.15	\$0.1045	163
400 Watt Street Light w/ Alum. Pole	\$ 16.00	\$0.1045	163
250 Watt Flood Light	\$ 6.00	\$0.1045	105
400 Watt Flood Light	\$ 9.65	\$0.1045	163
100 Watt Post Top Underground	\$ 5.45	\$0.1045	41
150 Watt Post Top Ornamental	\$ 5.45	\$0.1045	59
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 2.74	\$0.1045	12
54 Watt Street Light (100W equivalent)	\$ 2.75	\$0.1045	19
101 Watt Street Light (150W equivalent)	\$ 2.97	\$0.1045	35
139 Watt Street Light (250W equivalent)	\$ 3.52	\$0.1045	48

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275 Watt Street Light (400W equivalent)	\$ 4.20	\$0.1045	95
125 Watt Flood Light (250W equivalent)	\$ 3.27	\$0.1045	43
200 Watt Flood Light (400W equivalent)	\$ 3.94	\$0.1045	69
45 Watt Post Top Undrgrnd (100W equiv.)	\$ 5.31	\$0.1045	16
75 Watt Post Top Ornamental(150W equiv.)	\$ 14.72	\$0.1045	26

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.using the monthly consumption of each lamp as detailed above.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. All service, and necessary maintenance, will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 10-53
PUC AGENDA 5/11/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 8, SMALL MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards, and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable for service through a single-metering installation where the monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1206 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-54
PUC AGENDA 5/18/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 9, LARGE MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable to single metering installations whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$90.00
DEMAND CHARGE:	\$ 14.80 per kW
ENERGY CHARGE:	\$ 0.0625 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge

DETERMINATION OF BILLING DEMAND:

Demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. Minimum Billing Demand shall not be less than 17.5 kW.

ITEM NO. 12-55
PUC AGENDA 5/4/01

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-56
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 11, TRAFFIC SIGNALS SERVICE**

APPLICABLE:

This rate is applicable to all traffic signal installations billed to the Town of Wallingford.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts, three-wire, 60-cycle alternating current, metered or unmetered supplied from existing aerial facilities.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE	\$ 18.50
ENERGY CHARGE:	\$0.1114 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules statements in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 18-57
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 12
POWER COST ADJUSTMENT CLAUSE**

NET MONTHLY CHARGE OR CREDIT

The net monthly charge or credit shall be computed by multiplying the Power Cost Adjustment Factor ("PCA") in dollars per kilowatt-hour ("\$/kWh") by the customer's kilowatt-hours billed (measured or estimated) in the month.

STANDARD FREQUENCY OF PCA CALCULATION

Except in cases where a mid-period calculation of the PCA takes place, as described below, the PCA shall be computed twice each year based on the attached worksheet, at such times so that any revised PCA can be implemented on bills dated July through December and January through June. The calculation is designed to provide periodic true up of projected power costs to actual power costs. Furthermore, the PCA that is established only for the period of January 1, 2017 through June 30, 2017 shall utilize the previous eight (8) month period of May 2016 through December 2016 and there shall be no routine PCA adjustment on November 1, 2016.

MID-PERIOD CALCULATION OF THE PCA

It may be determined during a given six-month period, as defined above, that the actual power costs to date during that period, plus the forecasted power costs for the remainder of that period, will be significantly greater than or less than the forecasted power costs upon which the PCA for that period was based. When that difference in power costs is of such magnitude that a PCA calculation for that period based on the updated power costs would produce a PCA that varies from the actual PCA for that period by more than \$0.005 per kWh, then the PUC may authorize a mid-period calculation of the PCA. For the period July through December, the re-calculated PCA shall be effective for the remaining period October through December. This provision provides the means to minimize the amount of over-collection or under-collection in a given six-month period due to actual power costs varying significantly from forecasted power costs.

ITEM NO. 10-58
PUC AGENDA 5/4/01

In the event that the PUC elects to authorize a mid-period calculation, the PCA shall be calculated based on the attached worksheet, for the same six-month period that was the basis for the prevailing PCA. For example: For a mid-period calculation that will be effective October 1, the previous six-month period used in the calculation shall be the previous January through June. The next six-month period used in the calculation shall be the current period: July through December.

PUC ADJUSTMENT OF THE CALCULATED PCA

Subject to the stipulations listed below, the PUC may adjust the PCA that is calculated based on the attached worksheet, for any three-month or six-month period described above when, without adjustment, the PCA for that period would vary from the PCA for the preceding period by more than \$.005 per kWh. This provision enables the PUC to reduce the impact on customers of large swings in power cost.

REDUCTION IN THE CALCULATED PCA

The amount by which the calculated PCA may be reduced shall be limited by the following stipulation: The projected cash reserve balance at the end of the period for which the PCA is set shall not be less than the greater of the following: \$10,000,000 or 80% of the prevailing minimum recommended cash reserve level, inclusive of any RSA (as defined below) approved by the PUC for that period.

INCREASE IN THE CALCULATED PCA

The amount by which the calculated PCA may be increased shall be limited by the following stipulation: The cash reserve balance at the time of the adjustment shall not be greater than 120% of the prevailing minimum recommended cash reserve level.

Adjustments of the PCA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

RATE STABILIZATION ADJUSTMENT (The "RSA")

The RSA assigns WED cash to reduce the wholesale power costs that will be entered into the calculation of the PCA for a future six-month PCA period.

The PUC may, at any time prior to the calculation of the PCA for a six-month period, approve the application of an RSA in order to cover up to 100% of the portion of a Qualifying Wholesale Power Cost that is expected to occur within that six-month period.

The amount of the RSA shall not exceed the difference between the WED's cash reserve balance and the prevailing minimum recommended cash reserve level. For the purpose of this comparison, the cash reserve balance shall be the forecast value at the end of the six-month PCA period, exclusive of the effect of the proposed RSA. The minimum recommended cash reserve level shall be calculated at the time of the forecast for the cash reserve balance.

Application of the RSA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

A Qualifying Wholesale Power Cost is any future wholesale power cost that the WED will pay over a defined period of time, which is known with reasonable certainty.

Examples include the following:

- a. Single year increase in a given ISO-NE charge: In a three-year period the WED's net cost for capacity in the middle year is forecast to be significantly higher than in the first or second year.
- b. One-time charges: The FERC requires ISO-NE to carry out a Capacity Resettlement, which will result in a one-time charge to the WED.
- c. Deviations from base year power costs: The WED has adopted rates that are designed to recover the same wholesale power cost in the base rates (non-PCA charges) for two or more years, using one of these years as the base year. Deviations in power cost from the base year cost are contained in the PCA's for the non-base years.

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

Rate 12

ITEM NO. 12-60
PUC AGENDA 5/4/21

WORKSHEET FOR CALCULATING SIX MONTH PCA

1. Purchased Power costs for previous six months \$ _____
2. Sales during previous six months MWh _____
3. Base Purchased Power Rate during previous six months
\$/MWh _____
4. Net PCA used during previous six months \$/MWh _____
5. Calculation: (3) + (4) \$/MWh _____
6. Calculation: (2) x (5) \$ _____
7. Under (Over) Collection during previous six months
(1) - (6) \$ _____
8. Adjustment for estimates in prior PCA calculation \$ _____
9. Adjustment for PUC action to adjust PCA in
previous six months including RSA \$ _____
10. Net Adjustment (7) + (8) + (9) \$ _____
11. Projected Sales over next six months MWh _____
12. Projected Purchased Power costs over next six months
\$ _____
13. Base Purchased Power Rate over next six months \$/MWh _____
14. Calculation: (10) + (12) \$ _____
15. Calculation: (14) / (11) \$/MWh _____
16. Net PCA for next six months [(15) - (13)] / 1000 \$/kWh _____
17. North Branford current six month PCA
Calculation: (16) + NTR \$/kWh _____

Rate 12

ITEM NO. 13-61
PUC AGENDA 5/4/01

NTR = North Branford tax rate adjustment expressed in \$/kWh

NTR is calculated as follows:

$$\text{NTR} = \frac{\text{NT}}{\text{NKWH}}$$

Where NT is the amount of North Branford taxes paid by the Electric Division in the most recent six months, and NKWH represents the estimated kilowatt-hours sales from the Wallingford Electric Division distribution system to customers in the Northford section of North Branford in the current period.

Rate 13

ITEM NO. 12-02
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**RATE NO. 13
MISCELLANEOUS CHARGES AND FEES**

Re-energization of Service during normal working hours	\$80.00
Re-energization of Service outside of normal working hours	\$140.00
Returned check	\$40.00
Install and remove a Temporary Overhead Service	\$750.00 \$870.00
Install a Wooden Pole for non-Municipal lighting	\$975.00
Early Replacement of a non-LED Private (non-Municipal) Light (a)	\$85.00 \$145.00

Effective: July 1, 2023

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-03
PUC AGENDA 5/4/21

Fiscal Year 2025

ITEM NO. 12-04
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 1, RESIDENTIAL**

APPLICABLE:

This rate is applicable to all single family residences, single residential flats, single residential apartments, and multiple residential units metered through a single meter, provided that the electric service meets the requirements of the Character of Service detailed below. All service not meeting these criteria shall be classified under Rate 3 - Small General Service, Rate 4 - Large General Service, or Rate 5- Primary Service, as appropriate.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts or 120/208 volts network, three-wire, 60 cycle alternating current, and at least fifty percent (50%) of the electric energy shall be used for residential purposes.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$19.25
ENERGY CHARGE:	\$ 0.1300 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

ITEM NO. 12-65
PUC AGENDA 5/4/21

SENIOR CITIZEN DELAYED PAYMENT CHARGE:

Any senior citizen 65 years or older, upon a one-time written request, will receive an additional ten (10) days from the rendition of the electric bill, for a total of thirty (30) days, prior to adding the (5%) Delayed Payment Charge as described above. The senior citizen applying must provide proof of age in order to receive this additional time for payment.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-600
PUC AGENDA 5/4/01

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 2, RESIDENTIAL-MUNICIPAL ELECTRIC DIVISION EMPLOYEE**

APPLICABLE:

To all full-time permanent employees of the Wallingford Electric Division. The Residential-Municipal Electric Division Employee, Rate No. 2, shall be the same as Rate No. 1, Residential, except that the Customer Service Charge is billed at \$17.25.

AVAILABILITY:

This rate is available only for those customers already assigned to this rate as of September 30, 2005.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-67
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 3, SMALL GENERAL SERVICE**

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

RATE NO. 3-R, SMALL GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period. For churches only, demand may exceed 25 kW.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 3, SMALL GENERAL SERVICE

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1247 per kWh

ITEM NO. 13-68
PUC AGENDA 5/1/21

RATE NO. 3-M, SMALL GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$21.64
ENERGY CHARGE: \$ 0.1211 per kWh

RATE NO.3-R, SMALL GENERAL SERVICE,RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$23.25
ENERGY CHARGE: \$ 0.1239 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge.

SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty (60%) percent of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

ITEM NO. 12-69
PUC AGENDA 5/4/01

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the Rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-70
PUC AGENDA 5/11/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 4, LARGE GENERAL SERVICE**

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable to customers served through a single metering installation and whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period, but is not in excess of 400 kW for any two consecutive months.

The Manufacturer rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

RATE NO. 4, LARGE GENERAL SERVICE

CUSTOMER SERVICE CHARGE: \$90.00

ITEM NO. 12-71
PUC AGENDA 5/4/01

DEMAND CHARGE: \$ 15.25 per kW
ENERGY CHARGE: \$.0626 per kWh

RATE NO. 4-M, LARGE GENERAL SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$82.35
DEMAND CHARGE: \$ 13.72 per kW
ENERGY CHARGE: \$ 0.0626 per kWh

RATE NO. 4-R, LARGE GENERAL SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$88.47
DEMAND CHARGE: \$ 14.92 per kW
ENERGY CHARGE: \$ 0.0626 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth on Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt billing demand shall be the maximum demand in the month but not less than seventy percent (70%) of the highest kilowatt demand occurring during the immediate preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 17.5 kW.

METERING:

This rate applies to service at secondary voltage. At the option of the Electric Division, metering may be installed at the primary voltage side of the step-down transformers, in which event, two percent (2%) shall be deducted from the kW demand, kVAR demand and energy readings to adjust them to the secondary voltage level for billing purposes.

ITEM NO. 12-72
PUC AGENDA 5/1/01

SEASONAL MINIMUM CHARGE:

For declared seasonal customer, the minimum monthly charge during the active season will be the applicable customer charge. For the inactive season, the minimum monthly charge shall be sixty percent (60%) of the applicable customer charge. The minimum charges shall be due and payable with the first active season monthly bill. The seasonal service provision is available to customers who notify the Electric Division as electing either an active winter season (the billing months of November through April) or an active summer season (the billing months of May through October).

Any customer receiving a regular zero kilowatt-hour bill will be assumed to be an undeclared seasonal customer and will be billed at the applicable customer charge.

Any customer terminating service on a seasonal basis will be considered an active seasonal customer and the inactive season minimum monthly charge shall apply and shall be due and payable prior to the Electric Division reinstating electric service.

REACTIVE DEMAND CHARGE:

The Wallingford Electric Division may elect to install reactive metering to measure low power factor conditions. In the event that the maximum KVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged at \$2.70 per KVAR for Rate 4 customers, at \$2.47 per KVAR for Rate 4-M customers and at \$2.65 per KVAR for Rate 4-R customers.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-73
PUC AGENDA 5/11/01

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 5, PRIMARY SERVICE**

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

APPLICABLE:

This rate is applicable for primary, high voltage service to customers served through a single metering installation whose monthly kilowatt demands are in excess of 400 kW for two consecutive months. The customer shall normally furnish and maintain all equipment necessary to receive and transform the energy purchased.

The Manufacturer Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Manufacturer Rate will be determined by application from the customer confirmed by standards set by the State of Connecticut in accordance with Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987 Edition, classification 2000 to 3999 inclusive or with Sector 31, 32 or 33 of the North American Industrial Classification System, United States Manual, U. S. Office of Management and Budget, 1997 Edition.

The Residential Rate listed below reflects the adjustment of all applicable charges in order to provide the proper benefit of reduced Gross Earnings Tax. Eligibility for the Residential Rate will be based upon the customer certifying and the Wallingford Electric Division concurring that at least fifty percent (50%) of the electric energy shall be used for residential purposes

CHARACTER OF SERVICE:

Service furnished under this rate shall be three phase, 60-cycle alternating current at a nominal voltage of 13,800 volts.

RATE PER MONTH:

RATE NO. 5, PRIMARY SERVICE

CUSTOMER SERVICE CHARGE: \$275.00

ITEM NO. 12-74
PUC AGENDA 5/11/91

DEMAND CHARGE: \$ 20.46 per kW
ENERGY CHARGE: \$ 0.0538 per kWh

RATE NO. 5-M, PRIMARY SERVICE, MANUFACTURER

CUSTOMER SERVICE CHARGE: \$251.63
DEMAND CHARGE: \$ 19.00 per kW
ENERGY CHARGE: \$ 0.0538 per kWh

RATE NO. 5-R, PRIMARY SERVICE, RESIDENTIAL

CUSTOMER SERVICE CHARGE: \$270.33
DEMAND CHARGE: \$ 20.15 per kW
ENERGY CHARGE: \$ 0.0538 per kWh

REACTIVE DEMAND CHARGE:

In the event that the maximum KVAR demand for the month is in excess of thirty-five percent (35%) of the maximum kilowatt demand in the month, the excess shall be charged for at \$2.70 per KVAR for Rate 5 customers, at \$2.47 per KVAR for Rate 5-M customers and at \$2.65 per KVAR for Rate 5-R customers.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

DETERMINATION OF BILLING DEMAND:

Billing demand shall be the highest fifteen (15) minute measured integrated kilowatt demand in the month. For determining the kilowatt demand in any month, the kilowatt demand shall be the maximum demand in the month, but not less than seventy percent (70%) of the highest demand during the preceding May, June, July, August, September and October months. Minimum Billing Demand shall be 280 kW.

The above paragraph notwithstanding, a customer's highest fifteen (15) minute measured integrated kilowatt demand during the hours from 11:00 p.m. to 7:00 a.m. on all days, and also such additional hours as may be designated by the Electric

ITEM NO. 12-75
PUC AGENDA 5/4/01

Division, may exceed regular billing demand by twenty-five percent (25%) without added charge. Any kilowatt demand during this period which exceeds regular billing demand by more than twenty-five percent (25%) will be at the regular charge.

DETERMINATION OF REACTIVE DEMAND:

Reactive demand shall be the highest single integrated fifteen (15) minute measured KVAR demand occurring during the billing month.

METERING:

This rate applies to service at primary voltage. At the option of the Electric Division, metering may be installed at the low voltage side of the step-down transformers, in which event, two percent (2%) shall be added to the kW demand, kVAR demand and energy readings to adjust them to the primary voltage level for billing purposes.

EQUIPMENT OWNERSHIP:

This rate applies to service wherein the customer furnishes and maintains the transformers and the supply connection. If the Electric Division furnishes and maintains such transformers, an added charge of \$0.30 per kVA of installed transformer capacity shall be charged per month.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the appropriate Customer Service Charge plus the Demand Charge.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing or minimum charge will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

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Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-76
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 6, NON-MUNICIPAL LIGHTING**

APPLICABLE:

To any customer other than the Town of Wallingford for outdoor lighting.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service to any customer (other than the Town of Wallingford or any subdivision or department thereof) for lighting of outdoor areas by aerial construction only where such service can be supplied by the installation of lighting fixtures on Electric Division poles supplied directly from existing secondary circuits on such poles, except as provided herein.

RATE PER MONTH:

For each luminaire with lamp controlled automatically:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 6.10	\$0.1145	29
100 Watt Street Light	\$ 6.10	\$0.1145	41
100 Watt Street Light (Underground)	\$ 7.95	\$0.1145	41
250 Watt Street Light	\$ 6.10	\$0.1145	105
250 Watt Street Light (Underground)	\$ 7.95	\$0.1145	105
400 Watt Street Light	\$ 9.25	\$0.1145	163
250 Watt Flood Light	\$ 8.00	\$0.1145	105
400 Watt Flood Light	\$ 12.50	\$0.1145	163
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 5.43	\$0.1145	12
54 Watt Street Light (100W equivalent)	\$ 5.47	\$0.1145	19
139 Watt Street Light (250W equivalent)	\$ 7.39	\$0.1145	48
275 Watt Street Light (400W equivalent)	\$ 9.10	\$0.1145	95

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125 Watt Flood Light (250W equivalent)	\$ 6.77	\$0.1145	43
200 Watt Flood Light (400W equivalent)	\$ 8.44	\$0.1145	69

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the power Cost Adjustment Clause set forth in Rate No. 12 using the monthly consumption of each lamp as detailed above.

DELAYED PAYMENT CHARGE:

Five percent (5%) of the above-computed billing will be added to the bill if not paid within twenty (20) days from rendition of bill.

TERM OF CONTRACT:

For a fixed term not less than five (5) years, and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other. All existing contracts upon renewal must comply with this schedule.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. The customer assumes responsibility for any misuse or abuse to Electric Division's property. All service, necessary maintenance, and installation changes are subject to the normal scheduling of manpower availability and will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

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Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-78
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 7, MUNICIPAL LIGHTING**

APPLICABLE:

To the Town of Wallingford for municipal street lighting, and outdoor lighting service.

CHARACTER OF SERVICE:

This rate is available for unmetered lighting service on Town of Wallingford streets and installations.

RATE PER MONTH:

Type and Size

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
High Pressure Sodium			
70 Watt Street Light	\$ 4.15	\$0.1145	29
70 Watt Street Light (Underground)	\$ 5.40	\$0.1145	29
100 Watt Street Light	\$ 4.15	\$0.1145	41
100 Watt Street Light (Underground)	\$ 5.45	\$0.1145	41
250 Watt Street Light	\$ 4.10	\$0.1145	105
250 Watt Street Light (Underground)	\$ 5.35	\$0.1145	105
400 Watt Street Light	\$ 7.00	\$0.1145	163
400 Watt Street Light (Underground)	\$ 9.15	\$0.1145	163
400 Watt Street Light w/ Alum. Pole	\$ 16.00	\$0.1145	163
250 Watt Flood Light	\$ 6.00	\$0.1145	105
400 Watt Flood Light	\$ 9.65	\$0.1145	163
100 Watt Post Top Underground	\$ 5.45	\$0.1145	41
150 Watt Post Top Ornamental	\$ 5.45	\$0.1145	59
Extra Pole, Per Pole	\$ 1.85		
Extra Spans, per Span	\$ 0.55		

	<u>Unit Rate per Lamp</u>	<u>Energy \$/kWh</u>	<u>kWh per mo.</u>
Light Emitting Diode			
34 Watt Street Light (70W equivalent)	\$ 2.74	\$0.1145	12
54 Watt Street Light (100W equivalent)	\$ 2.75	\$0.1145	19
101 Watt Street Light (150W equivalent)	\$ 2.97	\$0.1145	35
139 Watt Street Light (250W equivalent)	\$ 3.52	\$0.1145	48

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275 Watt Street Light (400W equivalent)	\$ 4.20	\$0.1145	95
125 Watt Flood Light (250W equivalent)	\$ 3.27	\$0.1145	43
200 Watt Flood Light (400W equivalent)	\$ 3.94	\$0.1145	69
45 Watt Post Top Undrgrnd (100W equiv.)	\$ 5.31	\$0.1145	16
75 Watt Post Top Ornamental(150W equiv.)	\$ 14.72	\$0.1145	26

UNDERGROUND WIRING LIGHTING SERVICE:

For installations where lighting is provided by underground wiring and the Electric Division assumes responsibility for the maintenance and operation of the lighting system, a thirty percent (30%) surcharge shall be added to the base Unit Rate Per Lamp for each unit.

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.using the monthly consumption of each lamp as detailed above.

TERMS AND CONDITIONS:

All facilities shall be owned and maintained by the Division. All service, and necessary maintenance, will be performed only during the regular scheduled working hours of the Division. The Electric Division does not guarantee continuous lighting but shall exercise reasonable diligence in maintaining lights.

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-80
PUC AGENDA 5/4/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 8, SMALL MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards, and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable for service through a single-metering installation where the monthly kilowatt demand does not exceed 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$23.65
ENERGY CHARGE:	\$ 0.1171 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

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Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-81
PUC AGENDA 5/11/21

**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 9, LARGE MUNICIPAL SERVICE**

APPLICABLE:

To all Town of Wallingford municipal departments, divisions, boards and agencies whose operations are supported, in whole or in part, from municipal tax funds. This rate is applicable to single metering installations whose monthly kilowatt demand exceeds 25 kW in any two of the billing months within the most current twelve month period.

CHARACTER OF SERVICE:

Service furnished under this rate shall be 60-cycle alternating current, single phase or three phase as available, at secondary voltages optional with the Electric Division.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE:	\$90.00
DEMAND CHARGE:	\$ 14.80 per kW
ENERGY CHARGE:	\$ 0.0600 per kWh

POWER COST ADJUSTMENT CHARGE:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge

DETERMINATION OF BILLING DEMAND:

Demand shall be the maximum fifteen (15) minute measured integrated kilowatt demand in the month. Minimum Billing Demand shall not be less than 17.5 kW.

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TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules stated in the "Electric Service Information and Regulations" publication of the Electric Division.

Effective: July 1, 2024

Adopted: May 18, 2021

Robert Beaumont
Chairman-Public Utilities Commission

ITEM NO. 12-83
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**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 11, TRAFFIC SIGNALS SERVICE**

APPLICABLE:

This rate is applicable to all traffic signal installations billed to the Town of Wallingford.

CHARACTER OF SERVICE:

Service furnished under this rate shall be single phase, 120/240 volts, three-wire, 60-cycle alternating current, metered or unmetered supplied from existing aerial facilities.

RATE PER MONTH:

CUSTOMER SERVICE CHARGE	\$ 18.50
ENERGY CHARGE:	\$0.1114 per kWh

POWER COST ADJUSTMENT:

The above rates shall be adjusted in accordance with the Power Cost Adjustment Clause set forth in Rate No. 12.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the Customer Service Charge.

TERMS AND CONDITIONS:

All electric service rendered hereunder is subject to the rules statements in the "Electric Service Information and Regulations" publication of the Electric Division.

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ITEM NO. 12-84
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**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**ELECTRIC SERVICE
RATE NO. 12
POWER COST ADJUSTMENT CLAUSE**

NET MONTHLY CHARGE OR CREDIT

The net monthly charge or credit shall be computed by multiplying the Power Cost Adjustment Factor ("PCA") in dollars per kilowatt-hour ("\$/kWh") by the customer's kilowatt-hours billed (measured or estimated) in the month.

STANDARD FREQUENCY OF PCA CALCULATION

Except in cases where a mid-period calculation of the PCA takes place, as described below, the PCA shall be computed twice each year based on the attached worksheet, at such times so that any revised PCA can be implemented on bills dated July through December and January through June. The calculation is designed to provide periodic true up of projected power costs to actual power costs. Furthermore, the PCA that is established only for the period of January 1, 2017 through June 30, 2017 shall utilize the previous eight (8) month period of May 2016 through December 2016 and there shall be no routine PCA adjustment on November 1, 2016.

MID-PERIOD CALCULATION OF THE PCA

It may be determined during a given six-month period, as defined above, that the actual power costs to date during that period, plus the forecasted power costs for the remainder of that period, will be significantly greater than or less than the forecasted power costs upon which the PCA for that period was based. When that difference in power costs is of such magnitude that a PCA calculation for that period based on the updated power costs would produce a PCA that varies from the actual PCA for that period by more than \$0.005 per kWh, then the PUC may authorize a mid-period calculation of the PCA. For the period July through December, the re-calculated PCA shall be effective for the remaining period October through December. This provision provides the means to minimize the amount of over-collection or under-collection in a given six-month period due to actual power costs varying significantly from forecasted power costs.

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In the event that the PUC elects to authorize a mid-period calculation, the PCA shall be calculated based on the attached worksheet, for the same six-month period that was the basis for the prevailing PCA. For example: For a mid-period calculation that will be effective October 1, the previous six-month period used in the calculation shall be the previous January through June. The next six-month period used in the calculation shall be the current period: July through December.

PUC ADJUSTMENT OF THE CALCULATED PCA

Subject to the stipulations listed below, the PUC may adjust the PCA that is calculated based on the attached worksheet, for any three-month or six-month period described above when, without adjustment, the PCA for that period would vary from the PCA for the preceding period by more than \$.005 per kWh. This provision enables the PUC to reduce the impact on customers of large swings in power cost.

REDUCTION IN THE CALCULATED PCA

The amount by which the calculated PCA may be reduced shall be limited by the following stipulation: The projected cash reserve balance at the end of the period for which the PCA is set shall not be less than the greater of the following: \$10,000,000 or 80% of the prevailing minimum recommended cash reserve level, inclusive of any RSA (as defined below) approved by the PUC for that period.

INCREASE IN THE CALCULATED PCA

The amount by which the calculated PCA may be increased shall be limited by the following stipulation: The cash reserve balance at the time of the adjustment shall not be greater than 120% of the prevailing minimum recommended cash reserve level.

Adjustments of the PCA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

RATE STABILIZATION ADJUSTMENT (The "RSA")

The RSA assigns WED cash to reduce the wholesale power costs that will be entered into the calculation of the PCA for a future six-month PCA period.

The PUC may, at any time prior to the calculation of the PCA for a six-month period, approve the application of an RSA in order to cover up to 100% of the portion of a Qualifying Wholesale Power Cost that is expected to occur within that six-month period.

The amount of the RSA shall not exceed the difference between the WED's cash reserve balance and the prevailing minimum recommended cash reserve level. For the purpose of this comparison, the cash reserve balance shall be the forecast value at the end of the six-month PCA period, exclusive of the effect of the proposed RSA. The minimum recommended cash reserve level shall be calculated at the time of the forecast for the cash reserve balance.

Application of the RSA shall be excluded from the value of over-collection or under-collection as contained in the worksheet for calculating the PCA.

A Qualifying Wholesale Power Cost is any future wholesale power cost that the WED will pay over a defined period of time, which is known with reasonable certainty.

Examples include the following:

- a. Single year increase in a given ISO-NE charge: In a three-year period the WED's net cost for capacity in the middle year is forecast to be significantly higher than in the first or second year.
- b. One-time charges: The FERC requires ISO-NE to carry out a Capacity Resettlement, which will result in a one-time charge to the WED.
- c. Deviations from base year power costs: The WED has adopted rates that are designed to recover the same wholesale power cost in the base rates (non-PCA charges) for two or more years, using one of these years as the base year. Deviations in power cost from the base year cost are contained in the PCA's for the non-base years.

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Rate 12

ITEM NO. 12-87
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WORKSHEET FOR CALCULATING SIX MONTH PCA

1. Purchased Power costs for previous six months \$ _____
2. Sales during previous six months MWh _____
3. Base Purchased Power Rate during previous six months
\$/MWh _____
4. Net PCA used during previous six months \$/MWh _____
5. Calculation: (3) + (4) \$/MWh _____
6. Calculation: (2) x (5) \$ _____
7. Under (Over) Collection during previous six months
(1) - (6) \$ _____
8. Adjustment for estimates in prior PCA calculation \$ _____
9. Adjustment for PUC action to adjust PCA in
previous six months including RSA \$ _____
10. Net Adjustment (7) + (8) + (9) \$ _____
11. Projected Sales over next six months MWh _____
12. Projected Purchased Power costs over next six months
\$ _____
13. Base Purchased Power Rate over next six months \$/MWh _____
14. Calculation: (10) + (12) \$ _____
15. Calculation: (14) / (11) \$/MWh _____
16. Net PCA for next six months [(15) - (13)] / 1000 \$/kWh _____
17. North Branford current six month PCA
Calculation: (16) + NTR \$/kWh _____

Rate 12

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NTR = North Branford tax rate adjustment expressed in \$/kWh

NTR is calculated as follows:

$$\text{NTR} = \frac{\text{NT}}{\text{NKWH}}$$

Where NT is the amount of North Branford taxes paid by the Electric Division in the most recent six months, and NKWH represents the estimated kilowatt-hours sales from the Wallingford Electric Division distribution system to customers in the Northford section of North Branford in the current period.

Rate 13

ITEM NO. 12-89
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**ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
WALLINGFORD, CONNECTICUT**

**RATE NO. 13
MISCELLANEOUS CHARGES AND FEES**

Re-energization of Service during normal working hours	\$80.00
Re-energization of Service outside of normal working hours	\$140.00
Returned check	\$40.00
Install and remove a Temporary Overhead Service	\$750.00 \$870.00
Install a Wooden Pole for non-Municipal lighting	\$975.00
Early Replacement of a non-LED Private (non-Municipal) Light (a)	\$85.00 \$145.00

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