

1 **DRAFT**

2 PUBLIC UTILITIES COMMISSION

3 WALLINGFORD ELECTRIC DIVISION

4 100 JOHN STREET

5 Tuesday, August 7, 2018

6 6:30 p.m.

TOWN OF  
WALLINGFORD

AUG 13 2018

DEPARTMENT OF  
PUBLIC UTILITIES

7  
8 **PRESENT:** Chair Robert Beaumont; Commissioners Patrick Birney and Joel Rinebold; Director  
9 Richard Hendershot; Electric Division General Manager Tony Buccheri; Office Manager Tom  
10 Sullivan; Water and Sewer Divisions General Manager Neil Amwake; Office Manager William  
11 Phelan; Recording Secretary Cynthia Kleist; Public – None

12 Chair Beaumont called the Meeting to order at 6:30 p.m. and the Pledge of Allegiance was  
13 recited.

14 1. Pledge of Allegiance

15 2. **CONSENT AGENDA**

16 a. Consider and approve Minutes of June 26, 2018

17 b. Consider and approve Minutes of July 3, 2018

18 c. Consider and approve Electric Division Budget Amendment – Customer Deposits

19 d. Consider and approve Electric Division Transfer – Distribution Maintenance Misc.  
20 Distribution/Environmental

21 Motion to approve consent items

22 Made by: Birney

23 Second by Rinebold

24 Vote: 3 ayes

25 **3. Items Removed from Consent Agenda – None**

26 4. Discussion and Action: Approval of Director's Report for the Month of June 2018

27 Mr. Birney made a motion to approve the Director's Report for the Month of June 2018. Mr.  
28 Rinebold seconded the motion.

29 **DIRECTOR'S OFFICE/DEPARTMENT-WIDE**

1 Mr. Hendershot noted the Transmission Cost Reduction ("TCR) Program began June 1 with the  
2 Water Division being fully prepared to respond to an ENE "Shed Event Notice". Mr. Hendershot  
3 said during June, he met with Human Resources on several occasions relative to the  
4 UPSEU-Water collective bargaining Agreement. He said that later in the month, he met with  
5 Human Resources to prepare for the first session of IBEW-Production arbitration. Mr.  
6 Hendershot also noted that on June 15, he toured the Honeywell manufacturing facility in  
7 Northford with Mr. Buccheri and Energy Efficiency and Conservation Specialist Walt Syzmanski.  
8 Mr. Hendershot said he was unaware of how much of a world class manufacturing facility the  
9 building is, noting they export to every continent.

10 Mr. Rinebold asked the purpose of the visit to the Honeywell facility. Mr. Hendershot said he  
11 visited the facility because they are a large important customer and that Mr. Syzmanski had  
12 recently completed work with Honeywell on an extensive lighting project.

### 13 **ELECTRIC DIVISION**

14 Mr. Hendershot reported that system input for June totaled 49.122 MWh, a decrease of 3.3%  
15 from June 2017; maximum system demand for June was 112.4 MW, a decrease of 9.6% from  
16 the June 2017 peak.; Service work during June included 50 LED street light conversions and 10  
17 street light repairs.

#### 18 LS Power/Wallingford Energy Plant Expansion Project

19 Mr. Hendershot said the Division continues to work through the remaining physical punch list  
20 items. He said during June, the Division completed reviews of as-built drawings and returned  
21 them to LS Power with comments.

#### 22 Former Truck Barn, Office Building Garage Bays, etc.

23 Mr. Hendershot said the Meter Department continues to review its existing inventory in  
24 preparation for moving these materials into the old truck barn. He noted that one bay will be  
25 utilized at the start for storing meter inventory; the first four bays on the right side of the old  
26 building will be used by Stores, allowing desired indoor storage for those items presently kept  
27 outside; the Line Dept. continues to work on "rainy days" to review and sort tools and materials  
28 from the old building and the warehouses across the street prior to placing them in the new  
29 building.

#### 30 Lendlease Solar-PV Interconnection

31 Mr. Hendershot said during June, both the local and regional transmission system impact  
32 studies were underway, and by the end of the month, the Division had completed and had  
33 ready for consideration, the Interconnection Agreement. He noted the PUC considered this  
34 Agreement on July 3 (conditional approval was received) and it then went to the Town Council.

1 Personnel

2 Mr. Hendershot noted that during June, conditional offers were made to two Maintenance  
3 Electrician candidates, and one internal candidate for Apprentice Lineman.

4 May Wholesale Power Supply

5 Mr. Hendershot said that during May, 91.5% of the WED's total energy was hedged, which  
6 coincidentally matched the forecasted hedging level in May.

7 WED's all-in purchased power costs per MWh:

8 May actual - \$89.86

9 2017/2018 FY budget forecast (1/18/17) for May = \$98.29

10 Prevailing six-month average PCA forecast (1/1/18-6/30/18) = \$99.10

11 Mr. Hendershot reported that in May, the WED purchased 3,879 MWh of "short" energy at a  
12 weighted average price of \$27.08 per MWh, and so the overall cost of energy in May was  
13 LOWER than the cost of hedged energy; actual capacity costs were more than \$69,000 below  
14 budget.

15 Mr. Hendershot called attention to page 4-6 in Mr. Buccheri's report under "Miscellaneous"  
16 where it reported on the NPCC audit. Mr. Hendershot noted that the Division ended up with the  
17 best possible result of "No Findings". Mr. Hendershot distributed the public version of the audit  
18 report to the Commission. He mentioned the outstanding job done by Mr. Buccheri's staff,  
19 particularly Chief Engineer Ed Rizzo and Distribution Engineer Mark Patrick. Mr. Hendershot  
20 pointed out this was the first time the Division was subject to an audit as a Transmission  
21 Owner.

22 Mr. Rinebold noted the Division owns a small piece of transmission and asked where, what and  
23 why the Division owns this transmission. He noted that CMEEC owns a piece of this system and  
24 that it all went before FERC (Federal Energy Regulatory Commission), and others. Mr.  
25 Hendershot said CMEEC owns a chunk of the 345 KV transmission line. He said the vast  
26 majority of what CMEEC owns is the portion that resides in Wallingford. He said this is a  
27 physical hedge of transmission costs decision on CMEEC's part. Mr. Hendershot said WED did  
28 not participate in this and the Electric Division is not a partial owner of these transmission  
29 facilities. Mr. Hendershot said the physical transmission plant that WED owns is the high side of  
30 our three substations and a small portion of the 115-kV overhead lines associated with the  
31 Wallingford Substation. Mr. Hendershot noted that CMEEC owns the underground transmission  
32 line which runs from the Pierce Plant to our station. Mr. Hendershot said nearly everything  
33 associated with this audit has to do with maintenance, operating, testing and record keeping

1 procedures associated with circuit breakers, the protective control systems, the relays, the  
2 batteries in our substations, and in Wallingford 13-M in particular.

3 Chair Beaumont said the staff should be commended on what they were able to do. Mr.  
4 Rinebold asked about disbursements, noting the Division was still paying out for storm-related  
5 damage and wondered if the Division had a final number of the storm cost. Mr. Sullivan said  
6 these figures should be available by the next PUC meeting.

## 7 **WATER DIVISION**

8 Mr. Hendershot said that during June, water production totaled 124.5 million gallons, a  
9 decrease of only 0.43% from June 2017; reservoir storage at month end was at 88% of total  
10 effective impoundment, which is slightly below the historical average for June of 91%;  
11 precipitation for June was 3.4 inches, which is 8.7% below the historical average; precipitation  
12 for the year is 24.8 inches, which is approximately 0.5 inches above the historic average for the  
13 first six months of the year.

### 14 Pond Hill Emergency Interconnection Station

15 Mr. Hendershot reported that the building has been set on the pad, and all piping connections  
16 have been made and all electrical connections accomplished; the driveway has been installed  
17 and the water main trench re-paved; Division crews responded to and repaired one water main  
18 break and one service leak during June.

### 19 Water Main Replacements

20 Mr. Hendershot noted that except for final pavement restoration, work on Contract 34 is  
21 complete; Contract 35 (4,430 total feet of water main replacements along South Orchard  
22 Street, South Whittlesey Avenue and Ward Street) bid was awarded to Quality Associates; work  
23 was expected to begin before the end of July; the Draft Dam Inspection reports were received  
24 from the Consultant on June 15; the kick-off meeting for the Design of Water Main supports  
25 and insulation replacement engineering project took place June 21 with a preliminary report  
26 from the consultant due by August 31; the Water Division worked to locate and mark out  
27 numerous valve boxes and water main trenches within planned State and Town road paving  
28 projects scheduled for the summer; the Maintainer I vacancy within the Water Shed crew was  
29 filled.

30 Chair Beaumont asked about the design of water main supports and insulation replacement. Mr.  
31 Amwake explained this was taking place in Yalesville with water mains on Rt. 68 and Rt. 150.  
32 Mr. Amwake said the Division is coordinating with "the snooper" which is a truck that articulates  
33 below the elevated roadway and enables inspections which he said was the first step in this  
34 project. Mr. Birney noted the Interconnection reports dated from June and asked what has  
35 been accomplished since then. Mr. Amwake said the second disinfection test failed as of

1 Monday, so there must be a re-flush. Mr. Rinebold asked about the 88% in June for effective  
2 impoundment, noting this was fairly good for June and assumed the number was higher. Mr.  
3 Amwake said as of last Friday, August 3, effective impoundment is 87.8%. He said there was a  
4 point of inflection on July 13, where the Division started putting more water into the reservoir  
5 because of the rain but noted the current rate of effective impoundment to historic average  
6 impoundment is actually 107.6%.

7 **WASTERWATER DIVISION**

8 Mr. Hendershot reported the average daily flow for June was 4.4 MGD, a 7.7% decrease from  
9 June 2017; nitrogen discharge for the month was 324 pounds per day; the is amount is BELOW  
10 the June 2017 discharge rate of 372 pounds per day, but is ABOVE the permit level of 269  
11 pounds per day and this is why nitrogen credits are purchased.

12 Mr. Hendershot said for June, the average phosphorus discharge was 0.51 mg/L, compared to  
13 0.59 mg/L for June 2017; the current permit limit is 0.70 mg/L; during June, the collection  
14 system staff televised 300 linear feet of sewer main, and flushed 1,500 linear feet; Sewer  
15 Division staff responded to seven various alarms and trouble calls during June.

16 WWTP Facility Plan/Phosphorus Treatment Project

17 Mr. Hendershot noted that Staff will provide and up-to-the -minute update of the status of this  
18 effort at the second PUC meetings of each month.

19 Private Side I/I Mitigation Program

20 Mr. Hendershot said during June, Division staff conducted 54 inspections, which identified four  
21 total connections; YTD date I/I efforts have resulted in 275 inspections and 26 connections  
22 identified. Since inception, the I/I program has conducted 1,082 inspections, identified 139  
23 connections and corrected 76.

24 **Vote: 3 ayes**

25 **PUBLIC QUESTION & ANSWER PERIOD – 6:58 p.m.-NO QUESTIONS – PUBLIC Q & A**  
26 **CLOSED AT 6:58 p.m.**

27 **WATER/SEWER**

28 5. Discussion and Action: Sewer – Transfer – Replenish Worker’s Compensation Reserves 0  
29 FY 17/18

30 In his July 31, 2018, Mr. Phelan noted that over the past Fiscal Year, various employees who  
31 have experienced a work related injury, have been examined and approved for a permanent  
32 workers compensation disability award pursuant to their treating physician. These types of

1 awards are funded by the Division's Workers Compensation Reserve. As a result, each year, the  
2 Division allocates funds to replenish this reserve.

3 **Mr. Birney made a motion to approve a Fiscal Year 2017-2018 Budget Transfer of**  
4 **\$3,600 to Account #46100925 (Injuries and Damages) through a corresponding**  
5 **decrease to Account #46100923 (Outside Services Employed). Mr. Rinebold**  
6 **seconded the motion**

7 **Vote: 3 ayes**

8 6. Discussion and Action: Sewer Division – Resolution - McGuire

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### RESOLUTION

12 **WHEREAS**, the Board of Public Utilities Commissioners of the Town of Wallingford wishes to  
13 congratulate

14

#### Kevin McGuire

15 Upon his retirement after more than 37 years of dedicated service to the Tow of Wallingford  
16 Sewer Division; and

17 **WHEREAS**, the Commissioners do hereby express their gratitude to Kevin for his sincere  
18 efforts over the years on behalf of the Sewer Division; and

19 **WHEREAS**, Kevin's years of experience and skill have allowed him to contribute to the Division  
20 as he performed his duties as Sewer Attendant II; and

21 **WHEREAS**, Kevin never had a bad word to say about anybody or the job; and

22 **WHEREAS**, Kevin was known for his positive attitude and conscientious efforts and devotion to  
23 the responsibilities of his positions; and

24 **WHEREAS**, Kevin always was available in emergency situations to help resolve the problem no  
25 matter how long it took; and

26 **NOW BE IT THEREFORE RESOLVED** that this Commission goes on record as extending to  
27 Kevin McGuire good health and best wishes in the years to come

28 Unanimously adopted by:

The Public Utilities Commission

29

Robert N. Beaumont, Chair

30

Patrick M Birney, Vice-Chair

Mr. Amwake noted that Mr. McGuire was with the Sewer Division 37 years and 8 months and his last day was last Friday. He said he was a really great guy, great personality and great demeanor and will be missed as a person and for the knowledge and history of the plant. Mr. Rinebold said he was sorry to see a good man leave.

7. Review of Water/Sewer Division Disbursements for the Month of June 2018 –  
**DISCUSSION ONLY – NO ACTION TAKEN**

On page 7-4, Chair Beaumont asked about "DLT" Solutions. Mr. Amwake said this is software and is the vendor name for the Autocad; page 7-12, Chair Beaumont asked under "Miscellaneous Expenses" Wallingford Electric just under \$32,000. Mr. Phelan explained the Division typically spends about \$185,000 in that account and goes back to the days of the standard charter accounts for water/sewer utilities. He explained back in the 1960's and earlier, electric expenses were miscellaneous expense. He said now they are considered an expensive miscellaneous expense.

Chair Beaumont said he found a notice of a rate increase from the late 1940's, early 1950's which he said he would send to the Commissioners.

**NO ACTION TAKEN – DISCUSSION ONLY**

**ELECTRIC**

8. Review of Electric Division Disbursements for the Month of June 2018 – **DISCUSSION ONLY – NO ACTION TAKEN**

Mr. Rinebold said it seems the Division is still tallying up the storm related damage numbers. Mr. Sullivan said there will be some expenditures on the July report and a small number in the August report. Mr. Rinebold noted the Division is paying a number of utilities for restoration work and asked how this was done, citing the St. Thomas work and thought the Division was paid by FEMA. Mr. Hendershot said the Division was paid by the Water and Power Authority of the Virgin Islands. He said there is a mutual aid agreement in place that WED signed as a member of NEPPA, (Northeast Public Power Association).

Mr. Birney spoke about quantifying storm costs. He said he was looking through the expenses for last month and understood this was done by grabbing different accounts during a period of time and that would be the mechanism for us to understand what the costs were. Mr. Sullivan said there were a few work orders assigned specifically to this storm. Mr. Birney said when the dust settles we should be able to look at a chart and understand how much Hurricane Sandy cost us as well as the microburst. He asked how this could be done, noting it is Herculean task.

1 Mr. Sullivan said with some of the storms, the Division has been through this with the FEMA  
2 application.

3 **NO ACTION TAKEN – DISCUSSION ONLY**

4 9. Discussion and Action: Authorization to Extend Contract for Wholesale Power  
5 Procurement Support Services

6 In his August 1, 2018 memo to the PUC, Mr. Hendershot requested permission to extend the  
7 Wholesale Power Procurement Support Services Contract with Energy Initiatives Inc., (EII). He  
8 said the current contract with EII which was initially executed in Sept. 2015, expires on Dec. 31,  
9 2018.

10 Mr. Hendershot's memo listed the components of the extended contract which he said are  
11 identical to those in the current contract: the extended contract will now be in effect through  
12 Dec. 31, 2021; the hourly billing rates will increase by \$3.50 per hour (2.4%) on Jan. 1, 2019;  
13 by \$4.00 per hour (2.65%) on January 1, 2020 and by \$4.00 per hour (2.6%) on Jan. 1, 2021.  
14 Mr. Hendershot noted Town Atty. Farrell and Atty. Robert O'Neil advised on the original contract  
15 and the Town's Risk Manager recently confirmed the insurance coverage requirements remain  
16 adequate and acceptable.

17 Mr. Birney asked about the No-Bid list and whether Energy Initiatives Inc., (EII) was on the list.  
18 Mr. Hendershot said EII was not on the list. Mr. Birney asked why we are going to look at this  
19 for a three-year period. Mr. Hendershot said the Division wants to stay under 10 years (for a  
20 contract). He said the Division started with Craig Kieny of EII in 2014 and this Agreement  
21 would run to the end of 2021 which would put us at a little over seven years. Mr. Hendershot  
22 said the Division is satisfied with Mr. Kieny, and has done superlative work for approximately  
23 four years. He said the Division wants to continue with this and noted Mr. Kieny is here because  
24 the Division couldn't find a Wholesale Power Procurement Manager. Mr. Birney noted that as a  
25 result of signing the contract, the PUC's hands would be cuffed for the next three years; noting  
26 this Agreement could be terminated with or without cause. He asked Mr. Hendershot that by  
27 signing this Agreement, with EII, they will be on autopilot until it is decided three years from  
28 now to make a proposal to the PUC to extend the contract another three years.

29 Mr. Hendershot said Mr. Kieny will be the Division's Wholesale Power Procurement Consultant  
30 unless the Division notifies Mr. Kieny otherwise (with 30 days notice). He said he anticipates  
31 that at the end of this period, the Division would be looking to re-bid this or put this on the bid  
32 waiver list. Mr. Birney asked why is the Division doing this for three years and not re-bid. He  
33 said he understood the relationship with EEI was entered into four years ago. He asked why the  
34 Division is waiting another three years, for a total of seven years to give this issue another hard  
35 look.



1 Mr. Hendershot said at budget time, he spoke about how the Division would budget the  
2 Wholesale Power Procurement Manager and said because of his efforts and the efforts of Mr.  
3 Kieny for this service, this wasn't necessary and said he was satisfied with the performance of  
4 this outside consultant and didn't see the need to search for someone else to provide the  
5 service and wished to continue to accomplish what the Division has been accomplishing.

6 Chair Beaumont said there was two efforts to find a Wholesale Power Procurement Manager,  
7 and after those two attempts, it was decided to go with a Qualifications-Based RFP (Request for  
8 Proposal) and Mr. Kieny was interviewed. Chair Beaumont said a candidate for the Wholesale  
9 Power Procurement Manager fell through when the candidate didn't want to move to this area.  
10 Chair Beaumont said Mr. Kieny has done a great job. He pointed out these people are not  
11 readily available to easily hire. Mr. Birney noted he has just started his second term as a PUC  
12 Commissioner and has no idea what has been done historically. He said he has never seen a bid  
13 or a bid waiver, but has only seen EII. He said someone has to have a hard look at this and if  
14 this isn't done, we will be on autopilot until obligated under a Town Charter or Ordinance to go  
15 out to bid. Chair Beaumont said he had no problem with an extended three-year contract  
16 because he knows the job Mr. Kieny has done and he and Energy New England have worked  
17 well together. Chair Beaumont said he has seen Mr. Kieny work with the ERMOC (Energy Risk  
18 Management Committee) and the other two PUC Commissioners have not. Chair Beaumont said  
19 Mr. Kieny has saved the Division a large amount of money.

20 Mr. Birney said apples and oranges were being mixed, citing he had no objection with the  
21 Director's decision to take the cost of the in-house Wholesale Power Procurement Employee off  
22 the books and have no objection to necessarily having an outside consultant and no objection  
23 to Mr. Kieny. He said his question is about process. Mr. Rinebold said he shared Mr. Birney's  
24 concerns and had the same thoughts as to how long we run this out for and what would the  
25 process be to consider other professionals in the field. He said Mr. Kieny has done a good job  
26 and the scope of work looks good. Mr. Rinebold noted that Atty. Farrell and Atty. O'Neil advised  
27 on the original contract and wondered if there would be a reason why they wouldn't advise on  
28 the resigning. Mr. Hendershot said he didn't run this by the Law Dept. again because there  
29 were no changes to the Agreement. He said this has been vetted with Purchasing and Risk  
30 Management.

31 Mr. Rinebold said he was pleased with the provisions for termination (30 days' notice). He said  
32 he was inclined to go forward with this with some reluctance but wondered why this was three  
33 years and wondered if it was based on Mr. Kieny's letter where he requested three years. Mr.  
34 Hendershot said Mr. Kieny responded to him, Mr. Kieny didn't request three years (contract).

35 **Mr. Rinebold made the motion to approve the contract renewal for the three**  
36 **additional years and before the end of such term, it be requested that staff begin**  
37 **the RFP process to consider other services. Mr. Birney seconded the motion.**

1 Chair Beaumont said didn't want to see this go on forever and after seven years this request  
2 would be reasonable.

3 **Vote: 3 ayes**

4 10. Discussion and Action; Electric Division – AT&T Pole Attachment License Agreement.

5 Mr. Hendershot noted this Agreement even though it says AT&T is coming before us as a third-  
6 party telecom attacher not as wire service provider. He said the form of this contract is identical  
7 as could be made given AT&T's efforts to attempt to significantly modify the contract. Mr.  
8 Hendershot gave credit to Mr. Buccheri and Assistant Town Atty. Geoff Einhorn. He said this  
9 Agreement will allow AT&T to attach their facilities to WED poles within the public Right-Of-  
10 Way.

11 Chair Beaumont noted section 10-32 and 10-33 of the Agreement and the effective date of  
12 10/1/17.

13 **Mr. Birney made a motion to approve the AT&T Pole Attachment License Agreement.**  
14 **Mr. Rinebold seconded the motion.**

15 Mr. Rinebold said he would like to know in the future of what services are being provided with  
16 these attachments. He pointed out a Cingular Wireless PCS Company with a contract that  
17 appears to be focused on overlapping of wires. He said this is an element that he would like to  
18 know with more precision. Mr. Hendershot said this can be found out but noted he didn't  
19 believe this company could be turned down. He said he didn't believe it was unreasonable to  
20 ask about their business model. Mr. Rinebold said it was prudent to know what a wireless PCS  
21 would be doing on WED's poles. He also asked if there would be a possibility of a windfall or to  
22 advance the services being provided. He said he hoped this wouldn't be a gold rush to get on  
23 our poles. Mr. Hendershot said if someone creates a space contract that requires a larger pole,  
24 that entity would pay for the larger pole.

25 Mr. Rinebold asked if Wallingford owned underground conduit. Mr. Hendershot said this is not  
26 available. Mr. Rinebold noted page 10-7 referencing DEP and asked if this was DEEP or the  
27 EPA. Mr. Hendershot said he read this to mean the Federal Environmental Protection Agency.

28 **Vote: 3 ayes**

29 11. Discussion and Action: Electric Division – Write-offs Uncollectible Accounts – FY ending  
30 6/30/18

31 In his July 29, 2018 memo, Mr. Sullivan noted these write-offs reflect billings from June 2017  
32 and prior; as it is the Division's accounting practice to recognize as write-offs, any open billings  
33 over a year old as of the end of the fiscal year. Mr. Sullivan noted the iscellaneous receiveables  
34 on the list total \$7,951.25. These five billings are the result of motor vehicle accidents with

1 damages to WED's poles and wires; two of the five amounts are small balances after  
2 settlements with the insurance companies. The other three accidents involve uninsured drivers.  
3 He said the Law Dept. has been successful in getting payment arrangements on two of these  
4 and have contacted the CT State Attorney's office on the third account.

5 Amounts are: Bankruptcy - \$11,361.05; Skip Town - \$8,293.79; Deceased - \$15,613.64; Small  
6 balance - \$41.61 for a total of \$35,310.09; Town Atty. (includes Medical) - \$120,159.51;  
7 Internal Collection - \$76,847.51 - \$197,007.21 - \$232,317.51 (total). Mr. Birney asked if there  
8 was a full-time person to do these collections. Mr. Sullivan said each of the four customer  
9 service reps work together but one works with the Law Dept. preparing these reports. He said  
10 the Division tried after-hour calls by staff but it didn't work out. He said the Division looked at  
11 possibly hiring an outside collection agency but there was concern about losing control over the  
12 interaction with the customers. Mr. Hendershot said staff is doing as good as a job as possible  
13 and this is taken seriously.

14 **Mr. Birney made a motion to approve the Write-Offs ending June 30, 2018. Mr.**  
15 **Rinebold seconded the motion.**

16 **Vote: 3 ayes**

17 **Committee Reports/ Correspondence – none**

18 **12. Executive Session pursuant to Section 1-225(f), 1-200 (6)(B), 1-200(6)E, 1-**  
19 **210 (b)(4) and (10) of the CT General Statutes to discuss pending**  
20 **litigation/claim involving CMEEC arbitration and legal advice related hereto.**

21 **Motion to go into Executive Session at 7:55 p.m. to discuss pending**  
22 **litigation/claim involving CMEEC arbitration and legal advice hereto.**

23 **Attendees at Executive Session: Town Atty. Gerald Farrell; Chair Robert**  
24 **Beaumont; Commissioners Patrick Birney & Joel Rinebold; Director Richard**  
25 **Hendershot; Atty. Robert O'Neil, Atty. Denise Goulet, McCarter & English.**

26 **Adjournment**

27 Mr. Rinebold made a motion to adjourn the Meeting at 9:08 p.m. Mr. Birney seconded the  
28 motion which passed unanimously.

29

30 Respectfully submitted,

Respectfully submitted,

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32 Cynthia A. Kleist

Joel Rinebold

1 Recording Secretary

Secretary

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