

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on September 8, 2009, and that the same has not been amended or rescinded:

WHEREAS, The Board of Public Utility Commissioners of the City of Norwich has received an assessment from the Connecticut Municipal Electric Energy Cooperative (CMEEC) of the potential economic benefits of joint ownership of a “Pool Transmission Facility;” and

WHEREAS, CMEEC has proposed a legal and organizational structure that would provide the benefits of Joint Transmission Ownership to the participating municipal utilities; and

WHEREAS, the CMEEC Board of Directors has requested the consideration of and action by Board of Public Utility Commissioners of the City of Norwich to authorize the entering into of the agreement creating the Connecticut Transmission Municipal Electric Energy Cooperative; and

WHEREAS, at the regular meeting of the Board of Public Utilities Commissioners of the City of Norwich held June 30, 2009 the Board of Public Utility Commissioners of the City of Norwich adopted a resolution approving the form and substance of an **AGREEMENT CREATING THE CONNECTICUT TRANSMISSION MUNICIPAL ELECTRIC ENERGY COOPERATIVE** pursuant to procedures set forth in Title 7, Chapter 101(a) of the General Statutes of the State of Connecticut as amended, and further authorized the management of the Norwich Department of Public Utilities and the Chairman of the Board of Commissioners of the Norwich Department of Public Utilities to undertake the necessary actions to execute the final agreement and to submit the final agreement to the governing body, a copy of said agreement being attached hereto as Exhibit A; and

WHEREAS, Connecticut General Statutes §7-233c(b)(1)(B) requires the Council of the City of Norwich to consent and agree to membership by the Board of Public Utilities Commissioners of the City of Norwich in the Connecticut Transmission Municipal Electric Energy Cooperative.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that it hereby consents and agrees to membership by the Board of Public Utilities Commissioners of the City of Norwich in the Connecticut Transmission Municipal Electric Energy Cooperative; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that it hereby consents to the Board of Public Utilities Commissioners of the City of Norwich entering into an agreement with other municipal utilities substantially in the form of the agreement attached hereto as Exhibit A.

Dated at Norwich, Connecticut this 9th day of September 2009.

ATTEST:



Sandra Greenhalgh City Clerk

EXHIBIT A

AGREEMENT CREATING THE CONNECTICUT TRANSMISSION MUNICIPAL ELECTRIC ENERGY COOPERATIVE

This Agreement dated as of December 1, 2008 (the "Agreement") creating the "Connecticut Transmission Municipal Electric Energy Cooperative" ("CT TRANSCO") by and among the BOARD OF PUBLIC UTILITY COMMISSIONERS OF THE CITY OF NORWICH, CONNECTICUT ("Norwich"), GROTON UTILITIES COMMISSIONERS OF THE CITY OF GROTON, CONNECICUT ("Groton"), THE BOARD OF THE DEPARTMENT OF UTILITES COMMISSIONERS OF THE BOROUGH OF JEWETT CITY, CONNECTICUT ("Jewett City"), THE BOARD OF COMMISSIONERS OF SOUTH NORWALK ELECTRIC AND WATER OF THE CITY OF NORWALK, SECOND TAXING DISTRICT, ("South Norwalk"), THE BOARD OF COMMISSIONERS OF THE ELECTRICAL DEPARTMENT OF THE CITY OF NORWALK, THIRD TAXING DISTRICT ("East Norwalk"), BOARD OF COMMISSIONERS OF THE TOWN OF WALLINGFORD DEPARTMENT OF PUBLIC UTILITIES ("Wallingford"), and the Board of Utilities Commission of Bozrah Light and Power Company ("BL&P), (collectively, the " CT TRANSCO Members"), any two of which are required to make this Agreement effective.

WHEREAS, Public Act 75-634 subsequently enacted as Title 7. Chapter 101a of the General Statutes of the State of Connecticut, as amended (the "Act") authorized municipal electric utilities in Connecticut to join together to form a cooperative public corporation for the purpose of financing the construction and acquisition of electric and transmission facilities and interests therein for the purpose of furnishing efficient, low cost and reliable electric power and transmission in the areas of their operations; and,

WHEREAS, pursuant to the provisions of the Act the municipal electric utilities in Connecticut created and became members of a cooperative public corporation, as a separate legal entity constituting a public body corporate and politic of the State of Connecticut in the name of Connecticut Municipal Electric Energy Cooperative ("CMEEC"); and,

WHEREAS, pursuant to the provisions of the Act the CT TRANSCO Members desire to create and become members of a cooperative public corporation, as a separate legal entity constituting a public body corporate and politic of the State of Connecticut in the name of Connecticut Transmission Municipal Electric Energy Cooperative; and,

WHEREAS, CT TRANSCO's purpose is to provide efficient low cost electric power and transmission to the Members and participants of CMEEC and is intended to act in concert with CMEEC in the provision of transmission services to CMEEC; and,

WHEREAS, the CT TRANSCO Members have by due and proper action previously authorized and approved the adoption of concurrent resolutions authorizing and approving the execution and delivery of this Agreement:

NOW THEREFORE, the CT TRANSCO Members agree as follows:

(1) Effective Date: This Agreement shall become effective when it is duly executed and delivered on behalf of all the CT TRANSCO Members and filed, in the office of the Secretary of State of the State of Connecticut, in accordance with Section 4 hereof.

(2) Establishment of Connecticut Transmission Municipal Electric Energy Cooperative: The CT TRANSCO Members have heretofore, by concurrent resolutions, established a separate legal entity, a public body corporate and politic of the State of Connecticut known as the Connecticut Transmission Municipal Electric Energy Cooperative (“CT TRANSCO”) in accordance with the Act.

2.1 Purpose: The purpose of CT TRANSCO is to conduct its business and affairs for the benefit CMEEC Members and participants, of the CT TRANSCO Members and any participant(s) of CT TRANSCO (a “Participant”) as authorized under the Act and any other subsequent authorizing legislation in order to be able to furnish efficient, low cost and reliable electric transmission power, energy and other authorized services to the municipalities served by the CT TRANSCO Members and Participants and to enter into transmission and other service agreements with CMEEC as necessary to effect this purpose.

2.2 Governing Board: The governing body of CT TRANSCO shall be the CT TRANSCO Board of Directors (the “CT TRANSCO Board”) consisting of representatives of the CT TRANSCO Members and other members of the CT TRANSCO Board as authorized by the Act, in which all legislative power of CT TRANSCO is vested.

2.3 CT TRANSCO: Governance Charter. The following matters include, but are not limited to, those items that shall be provided for in the CT TRANSCO governance charter documents which shall be defined as including the Act, the By-Laws, to be adopted by the CT TRANSCO Board, (the “By-laws”) and any policies duly adopted by the CT TRANSCO Board, as initially adopted and as thereafter duly amended. The Act, the By-laws and such duly adopted policies are referred to as the “CT TRANSCO Governance Charter.” The CT TRANSCO Governance Charter shall provide for policies on these items as may change from time to time by appropriate and duly authorized vote of the CT TRANSCO Board or by legislative change.

2.3.1 Composition and Voting of the CT TRANSCO Board: Each CT TRANSCO Member shall be entitled to appoint two (2) representatives to the CT TRANSCO Board. In relevant part and to the extent not inconsistent with the Act, action may be taken, motions voted and resolutions adopted by CT TRANSCO at any meeting of the CT TRANSCO Board or by vote of the majority of the representatives present unless in any case the By-Laws of the CT TRANSCO shall require a larger number for adoption. Each Non-Member Participant in CT TRANSCO shall have representation as defined in the By-Laws of CT TRANSCO as amended from time to time with voting rights as defined in the By-Laws of CT TRANSCO and in a manner consistent with the requirements of the Act.

2.3.2. Appointment: Each of the CT TRANSCO Members shall appoint two (2) representatives to the CT TRANSCO Board, and shall have the right to appoint alternative representatives, all of whom shall satisfy the requirements for the number of representatives allowed for each CT TRANSCO Member and comply with the qualification requirements for each such representative as set forth in the By-Laws. The CT TRANSCO Board shall have the authority to appoint independent members of the CT TRANSCO Board or committees established by the CT TRANSCO Board as deemed appropriate and authorized under the CT TRANSCO Governance Charter.

2.3.3 Term: The terms of the representatives and their successors and the qualifications requirements shall be as set forth in the CT TRANSCO Governance Charter.

2.3.4 Removal: A representative may be removed by the CT TRANSCO Board for inefficiency or neglect of duty or misconduct in office.

2.3.5. Compensation: Representatives on the CT TRANSCO Board shall receive reimbursements for related expenses in connection with services as a member of the CT TRANSCO Board or authorized committee of the Board in a manner consistent with the Act. Representatives or independent members of the Board and Board Committees may be compensated for their services and provided such other benefits as provided for in the CT TRANSCO Governance Charter.

2.3.6. Committees: The CT TRANSCO may create such committees, comprised of representatives of the CT TRANSCO Board and officials or employees of CT TRANSCO appointed thereto by the CT TRANSCO Board, for the proper administration of the activities of the CT TRANSCO Board, as are provided for in the CT TRANSCO Governance Charter.

2.3.7. Meetings of the Members: An annual meeting of the Members shall be held each year at such place in the State of Connecticut as shall be designated in the notice of the meeting to transact such business as may appropriately come before a duly constituted meeting with a quorum of the CT TRANSCO Members and Participants as defined in the CT TRANSCO Governance Charter.

2.3.8 Meetings of the CT TRANSCO Board: The CT TRANSCO Board shall meet on a schedule as set forth in the By Laws or as may be approved by the CT TRANSCO Board. Meetings shall include regular CT TRANSCO Board meetings, annual CT TRANSCO Board meetings special meetings and committee meetings.

2.4. Indemnification of Representatives: Each representative and member of the CT TRANSCO Board and any authorized committees of the CT TRANSCO Board, whether or not then in office, and his or her personal representatives, shall be indemnified by CT TRANSCO against all costs and expenses actually and necessarily incurred by he or she in connection with the defense of any action, suit or proceeding in which he or she may be involved or to which he or she may be made a party by reason of his or her being or having been such representative or officer, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for

willful or wanton negligence or misconduct in the performance of duty. Such costs or expenses shall include any awards, legal fees or amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if CT TRANSCO is advised in writing by its counsel that in his or her opinion the person indemnified did not commit such willful or wanton negligence or misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which such representative or officer may be entitled as a matter of law or by agreement.

2.5. Duration of Agreement: This Agreement shall continue in force and effect until terminated at any time by concurrent resolutions adopted by each and every CT TRANSCO Member which is a party to this Agreement within a single calendar year pursuant to the Act; PROVIDED, HOWEVER, that this Agreement may not in any event be rescinded or terminated so long as CT TRANSCO has any debts or bonds, notes, or other obligations outstanding unless sufficient moneys have been set aside irrevocably in trust to satisfy all the outstanding debts or obligations of CT TRANSCO.

2.6. Properties: All assets and properties of CT TRANSCO shall be held by CT TRANSCO for the benefit of the CT TRANSCO applicable Members and Participants, for the purposes of CT TRANSCO, including the payment of liabilities of CT TRANSCO.

(3) Powers: CT TRANSCO shall have all powers conferred by the Act as may be amended or conferred by any other applicable statute or necessarily implied there from.

(4) Filing of Agreement: A copy of this Agreement, together with the concurrent resolutions of the CT TRANSCO Members shall be filed with the Secretary of State of the State of Connecticut as soon as practicable following its execution by the CT TRANSCO Members and in all events within thirty (30) days after its execution by the CT TRANSCO Members.

(5) Notices: Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered if delivered in person or sent registered or certified mail, postage prepaid, to the persons specified below:

Chairman
Department of Public Utilities Commissioners of the
Borough of Jewett City

Director of Utilities
Jewett City Department of Public Utilities

Chairman
Second Taxing District of the City of Norwalk, Connecticut, Board of Commissioners

General Manager
South Norwalk Electric and Water

Chairman
Third Taxing District of the City of Norwalk, Connecticut, Board of Commissioners

General Manager
Third Taxing District of the City of Norwalk, Electric Department

Chairman
Town of Wallingford, Public Utilities Commission

Director of Utilities
Town of Wallingford, Department of Public Utilities, Electrical Division

Chairman
Board of Public Utilities Commissioners of the City of Norwich, Connecticut

General Manager
Norwich Public Utilities

Chairman
Groton Utilities Commissioners of the City of Groton, Connecticut

Director of Utilities
Groton Utilities

Chairman
Bozrah Light and Power Utilities Commission

President
Bozrah Light and Power Company

In the event that any other city, town, borough, municipality, taxing district or any other entity eligible for membership in CT TRANSCO becomes a CT TRANSCO Member, formal notice requirements of this section shall be automatically extended to that CT TRANSCO Member's appointed representatives to the CT TRANSCO Board.

(6) Severability: In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court having jurisdiction, the remainder of this Agreement and the

application and effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

(7) Duplicate Originals: This Agreement may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

(8) Amendment and Additional CT TRANSCO Members: This Agreement may be amended from time to time in accordance with the General Statutes of the State of Connecticut to provide for Additional CT TRANSCO Members or participants of CT TRANSCO by the adoption of concurrent resolutions by at least sixty seven percent (67%) of the then CT TRANSCO Members, and the filing of said resolutions with the Office of the Secretary of State of the State of Connecticut.

(9) Governing Law: This Agreement is made under and shall be governed by the Laws of the State of Connecticut.

IN WITNESS WHEREOF, the CT TRANSCO Members have caused this Agreement to be executed as of this 1st day of December, 2008.

Board of Public Utilities Commission of the
City of Norwich, Connecticut

Attest:

By: _____

By: _____

Chairman

Groton Utilities Commission of the
City of Groton, Connecticut

Attest:

By: _____

By: _____

Chairman

Department of Public Utilities Commission
of the Borough of Jewett City, Connecticut

Attest:

By: _____

By: _____

Chairman

Second Taxing District City of Norwalk,
Connecticut Board of Commissioners

Attest:

By: _____

By: _____

Chairman

Third Taxing District City of Norwalk,
Connecticut Board of Commissioners

Attest:

By: _____

By: _____

Chairman

The Town of Wallingford, Public Utilities
Commission of the Town of Wallingford,
Connecticut

Attest:

By: _____

By: _____

Chairman

Bozrah Light and Power Utilities
Commission

Attest:

By: _____

By: _____

Chairman

CITY MANAGER ALAN H BERGREN

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on September 8, 2009, and that the same has not been amended or rescinded:

BE IT RESOLVED that the below named be re-appointed as **regular members** of the Board of Review(Dangerous Buildings) with a term to expire on June 1, 2011 or until a successor is appointed:

Richard Caron Sr. (D)
Sofee Noblick (R)
Gary Schnip (R)
Andrew Zeeman (D)

Dated at Norwich, Connecticut this 9th day of September 2009.

ATTEST: 
Sandra Greenhalgh
City Clerk