SUBJECT TO BOARD APPROVAL

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF DIRECTORS

OF

CONNECTICUT TRANSMISSION MUNICIPAL ELECTRIC ENERGY COOPERATIVE

December 19, 2019

The Regular Meeting of the Board of Directors of Connecticut Transmission Municipal Electric Energy Cooperative ("CTMEEC") was held on Thursday, December 19, 2019 at the CMEEC offices located at 30 Stott Avenue, Norwich, CT.

The meeting was legally noticed in compliance with Connecticut State Statutes and all proceedings and actions hereafter recorded occurred during the publicly open portions of the meeting.

The following Member Representatives / Alternate Member Representatives / Municipal Representatives participated:

Groton Utilities: Jeffrey Godley, Esquire, Keith Hedrick
Groton Municipal Representative: Mark Oefinger
Norwich Public Utilities: Christopher LaRose, Stewart Peil
Norwich Municipal Representative: David Eggleston
Bozrah Light & Power: Scott Barber, Richard Tanger, Ralph Winslow
South Norwalk Electric and Water: David Westmoreland (via telephone), Paul Yatcko (via telephone)
Third Taxing District: Kevin Barber
Third Taxing District Municipal Representative: Pete Johnson
Jewett City Department of Public Utilities: Louis Demicco, Kenneth Sullivan, Richard Throwe
Jewett City Municipal Representative: George Kennedy, Esquire

The following CMEEC Staff Participated:

Michael Lane, CMEEC CFO and Interim CEO
Robin Kipnis, Esquire, CMEEC General Counsel
Margaret Job, CMEEC Executive Assistant and Paralegal

Others in Attendance:

David Silverstone, Esquire, Municipal Electric Consumer Advocate

Ms. Job Recorded.

Chair Kenneth Sullivan called the meeting to order at 11:17 am. He stated for the record that this meeting is being held via telephone and in person at the CMEEC offices located at 30 Stott Avenue, Norwich, CT.

Standard Agenda Items

A Approve Minutes of the Annual and Regular November 21, 2019 CTMEEC Board of Directors' Meeting

A motion was made by Member Representative Jeffrey Godley, seconded by Jewett City Municipal Representative George Kenney to approve the Minutes of the Annual and Regular November 21, 2019 CTMEEC Board of Directors' Meeting.

Motion passed unanimously. T-19-12-01

B Resolution and Vote to Approve CEO's Employment Agreement Effective January 6, 2020

A motion was made by Member Representative Godley, seconded by Member Representative Keith Hedrick to approve the CEO Employment Agreement Effective January 6, 2020.

Motion passed unanimously. T-19-12-02

There being no further business to come before this Board, Chair Sullivan entertained a motion to adjourn.

A motion was made by Member Representative Christopher LaRose, seconded by Member Representative Richard Tanger to adjourn the meeting.

Motion passed unanimously. T-19-12-03

The meeting was adjourned at 11:20 a.m.

Connecticut Transmission Municipal Electric Energy Cooperative

Resolution No. T 19-12-02

Resolution Approving the Employment Agreement of David Meisinger as Chief Executive Officer of CTMEEC

WHEREAS, the Connecticut Transmission Municipal Electric Energy Cooperative wishes to enter into an employment agreement (the "**Employment Agreement**") with David A. Meisinger for the position of Chief Executive Officer of CMEEC and CTMEEC;

WHEREAS, the Compensation Committee has reviewed the Employment Agreement, including terms related to salary, bonus, and benefits;

WHEREAS, the Compensation Committee has determined that it is advisable to enter into the Employment Agreement and has recommended to the Board that the Board approve the same;

WHEREAS, a copy of the Employment Agreement has been circulated to and reviewed by the Board; and

WHEREAS, the Board has determined that it is advisable to enter into the Employment Agreement.

NOW THEREFORE BE IT RESOLVED,

1.That the Employment Agreement, in the form attached hereto as Exhibit A is hereby approved, with such minor modifications, amendments or changes therein as the Compensation Committee may approve.

2. That the Chief Executive Officer is authorized, empowered and directed in the name and on behalf of CTMEEC to take or cause to be taken all further actions, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments, deeds or certificates in the name and on behalf of CTMEEC, and to prepare, execute and file, or cause to be prepared, executed and filed, with any federal, state, local, foreign or other regulatory agencies any forms, reports, filings, applications or other documents, and to incur and pay, or cause to be incurred and paid, such expenses, fees and taxes as shall, in the opinion of such Chief Executive Officer, be deemed necessary, advisable or appropriate.

3. That the Board of Directors hereby acknowledges and consents that, for a period not to exceed approximately six (6) months, David A. Meisinger will need to wind down his consulting business while serving as CEO of CTMEEC, and that it has discussed the matter with him and is satisfied that this activity will not conflict with his responsibilities as CEO.

Adopted this 19th day of December 2019

Louis Demicco
Secretary

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of this 2nd day of December, 2019 by and between the **CONNECTICUT MUNICIPAL ELECTRIC ENERGY COOPERATIVE**, a body corporate and politic of the State of Connecticut with its principal place of business located at 30 Stott Avenue, Norwich, CT 06360 ("Employer") and **DAVID A. MEISINGER**, an individual currently residing at 1623 N. Jackson Street, #502, Milwaukee, WI 53202 ("Employee"). Employer and Employee are sometimes collectively referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Employer is a Municipal Electric Energy Cooperative as defined in and organized pursuant to chapter 101a of the Connecticut General Statutes, providing electric services to several municipal utilities and participating wholesale customers within the State of Connecticut; and

WHEREAS, Employer desires to employ Employee as its Chief Executive Officer, and Employee desires to be employed by the Employer in such capacity, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby mutually agree as follows:

1. Scope of Employment. Pursuant to the terms and conditions hereinafter set forth, Employer hereby employs Employee as its Chief Executive Officer ("CEO") on a full-time basis, and Employee hereby accepts employment by the Employer in such capacity. During the Term hereof, Employee shall perform all duties and responsibilities customarily associated with and ancillary to the position of Employer's CEO, as set forth within the CEO Job Description attached hereto as "**Exhibit A**" and incorporated herein, as the same may be from time to time amended by the Employer's Board of Directors ("Board"). Employee shall report directly to, be supervised by and perform his duties and responsibilities hereunder in accordance with, and subject to, all lawful directives, instructions, policies and resolutions of the Board (copies of which shall be provided to Employee prior to commencement of employment). The Board shall have final authority over Employee's schedule, and the manner and locations pursuant to which Employee performs his duties hereunder.

Employee shall perform his duties and responsibilities hereunder in good faith, in a diligent, trustworthy and professional manner, with reasonable care and in accordance with all applicable Federal, State and local statutes, codes, rules, regulations, orders and laws, Employer's governing documents and policies (copies of which governing documents and policies shall be provided to Employee prior to commencement of employment), all as may from time to time be amended. Employee shall dedicate substantially all of his professional time, attention and efforts towards the affairs of the Employer. During the Term, Employee will promote and serve the interests of Employer and may not engage in any other business activity,

whether or not for pecuniary profit, without the prior written consent of the Board, which consent shall not be unreasonably withheld.

2. Term. The initial term of this Agreement and Employee's employment hereunder shall commence on January 6, 2020 and shall terminate on December 31, 2022 (the "Initial Term"), subject to earlier termination in accordance with section 5 of this Agreement. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term") unless either party provides the other party at least one hundred twenty (120) days advanced written notice prior to the expiration of the then applicable Initial Term or Renewal Term of its or his election to not renew this Agreement at the expiration of the then applicable Initial Term or Renewal Term. The Initial Term and all Renewal Terms, if any, and any portions thereof, shall collectively be referred to herein as the "Term".

3. Compensation. In consideration of the services rendered by Employee hereunder, and subject to the terms and conditions of this Agreement, Employer shall pay Employee a base salary at the rate of Three Hundred Fifteen Thousand and 00/100 ($315,000.00) Dollars per calendar year during the Term hereof, payable in accordance with the Employer's regular payroll practices, and subject to all applicable federal, state and/or local taxes and/or other requisite withholdings, including social security and Medicare. For the 2020 calendar year, said salary shall be prorated from January 6, 2020 through December 31, 2020. Notwithstanding the foregoing, the Board may, in its sole discretion, review Employee's base salary annually to determine whether an increase is warranted, with any such increases becoming effective as of and/or retroactive to January 1 of the calendar year for which such increase is awarded, and with any such increased amount becoming Employee's base salary going forward.

In addition to base salary as set forth above, Employee may be eligible for an annual incentive bonus in the range of zero (0%) percent to twenty (20%) percent of the Employee's then applicable base salary based on Employee's personal and corporate performance during the then applicable calendar, all as determined in the sole discretion of the Board. Said incentive bonus structure may, in the discretion of the Board, be periodically reviewed and modified by the Board.

4. Benefits; Allowances.

4.1. Employee Benefits. In addition to the foregoing base salary and potential incentive bonus, Employee shall be entitled to participate in any employee benefits plans generally provided by the Employer to its full time employees (subject to satisfying applicable eligibility requirements), including any medical insurance product(s), health insurance waiver reimbursements, continuing education, pension/RS plan, 401(k) and 457(b) benefit plan(s), cell phone stipends and other like benefits, but only to the extent provided in and in accordance with such employee benefit plans offered to Employer's staff and for so long as the Employer provides or offers such benefit plans. The Employer reserves the right to modify, amend or terminate such benefit plans at any time without prior notice.

4.2. Vehicle Stipend. Employee shall be entitled to a vehicle stipend of Seven Hundred Fifty ($750) Dollars per month during the Term of this Agreement, subject to adjustment (increase or decrease) by the Board in its sole discretion after having evaluated its vehicle stipend program for all employees entitled to such benefit taking into factors including, but not limited to, market rates and time spent on the road for business by each employee. Employee acknowledges and agrees that while in effect, said vehicle stipend shall be in lieu of any claim Employee may have now or in the future with respect to reimbursement from Employer for mileage or other vehicle related expenses incurred by Employee during the time the stipend was in effect. The vehicle allowance shall be payable in accordance with Employer's policies and procedures from time to time in effect.

4.3. Relocation Package. Employee agrees to establish residence within a 40-mile radius of the Employer's headquarters on or before December 31, 2020. As consideration for such relocation requirement, Employer shall pay Employee, within fifteen (15) days of execution of this Agreement by Employee, the one-time sum of Thirty Thousand and 00/100 ($30,000.00) Dollars as a relocation package; provided, however, if Employee is terminated by Employer for Cause and/or Employee terminates his employment hereunder without Good Reason and, in either case, such termination becomes effective on or before December 31, 2022, such relocation package shall be reimbursed to Employer in accordance with the following schedule within fifteen (15) days of the effective termination date:

(a) If such effective termination date occurs between January 6, 2020 and December 31, 2020, Employee shall reimburse $30,000 to Employer;
(b) If such effective termination date occurs between January 1, 2021 and December 31, 2021, Employee shall reimburse $20,000 to Employer; and
(c) If such effective termination date occurs between January 1, 2022 and December 31, 2022, Employee shall reimburse $10,000 to Employer.

In addition to said relocation package, Employee shall, on January 6, 2020, receive ten (10) days off in a bank to be used for relocation purposes (which purposes include, without limitation, travel to his former state of residence while his spouse still maintains residence there) on or before December 31, 2020, which ten (10) days shall not be counted towards Employee's vacation and/or sick time set forth in section 7 of this Agreement. In no event shall Employee be entitled to carry over into the following employment year or cash out any portion of such ten (10) days of relocation time that he does not utilize by December 31, 2020.

5. Termination.

5.1. This Agreement shall terminate upon the earliest occurrence of the following events:

(a) Upon the expiration of the then applicable Term of this Agreement as a result of election of either Party not to renew the Agreement pursuant to section 2 hereof;
(b) Automatically upon Employee's Death or, at Employer's election, the permanent disability of Employee by written notice to Employee (or his representative or guardian). For purposes of this Agreement, "permanent disability" shall mean that as a result of the Employee's physical or mental illness, the Employee is, or to a reasonable degree of medical certainty will be, unable to perform his duties pursuant to this Agreement for ninety (90) consecutive calendar days or one hundred twenty (120) calendar days in any year, with or without reasonable accommodation; *provided*, in the event Employer provides Employee with any long-term disability insurance policy benefit in the future, the parties agree that this definition will be modified to be consistent with the definition of long-term disability set forth in such policy (the parties acknowledge that no such long term disability benefit is currently provided or anticipated to be provided by Employer to Employee);
(c) By either Party without "Cause" or "Good Reason" upon providing 120 days advanced written notice to the other Party;
(d) By Employer for "Cause" as defined in section 5.2 hereof;
(e) By Employee for "Good Reason" as defined in section 5.3 hereof, or
(f) Mutual written agreement of the Parties.

5.2. Cause. The Employer may, in its sole discretion, immediately terminate this Agreement and Employee's employment hereunder by written notice to Employee upon (each of the following shall constitute "Cause"):

a. Any action or inaction of Employee, which is not directly caused by Employer, that constitutes a material breach of the Employee's obligations to Employer under this Agreement, if such action or inaction is not cured within thirty (30) days after written notice from Employer to Employee;
b. Employee's willful or negligent failure or refusal to carry out his duties or responsibilities under this Agreement in any material respect;
c. Any action or inaction by Employee of misconduct, willful inattention to the business of Employer or negligence which seriously injures the business, property or reputation of the Employer or creates a situation or condition seriously detrimental to the Employer or its Board, employees, property, members, goodwill and/or customers;
d. Employee's fraud and/or dishonesty towards Employer or in connection with the performance of Employee's duties and obligations to the Employer;
e. Employee's admission of culpability, indictment, conviction or plea of guilty or *nolo contendere* to any felony or crime of moral turpitude;
f. Employee's violation of any injunction, court order, restrictive covenant, contract or other obligation which would restrict, in whole or in part, his ability to carry out his duties and obligations to the Employer hereunder; and/or

g. Any representation or warranty given by Employee pursuant to section 9 hereof was materially false, inaccurate, misleading or incomplete as of the time of his execution of this Agreement.

5.3. Termination for Good Reason. Employee may, in his sole discretion, immediately or as otherwise provided below, terminate this Agreement and Employee's employment hereunder by written notice to Employer upon (each of the following shall constitute "Good Reason"):

a. Any action or inaction of Employer, which is not directly caused by Employee, that constitutes a material breach of the Employer's obligations to Employee under this Agreement, if such action or inaction is not cured within thirty (30) days after written notice from Employee to Employer;
b. Employer's fraud and/or dishonesty towards Employee or in connection with the performance of Employee's duties and obligations to the Employer;
c. Any non-consensual reduction in Employee's base salary and/or any material diminution in the scope of Employee's duties and responsibilities as set forth in Exhibit A (as it existed at the time of execution of this Agreement); and/or
d. Any event such that (i) the Employer, voluntarily or involuntarily, dissolves, discontinues business operations, sells all or substantially all of its assets, is acquired by another entity, merges with and into another entity or otherwise ceases to exist by operation of law, and/or ceases to operate as a going concern for any reason, and (ii) if, under any such circumstances, there is no reasonable likelihood that Employee's employment with Employer (or any surviving or successor entity) will continue beyond such event with duties and responsibilities that are substantially similar to those set forth in Exhibit A (as it existed at the time of execution of this Agreement) and with a materially equivalent or superior compensation package to that in effect for Employee at the time of such event.

6. Severance. If Employee is terminated by Employer without Cause pursuant to section 5.1(c) hereof and/or if Employee terminates this Agreement and his employment hereunder pursuant to "Good Reason" as set forth in section 5.3 hereof, and subject to and conditioned specifically upon Employee first having executed a general release, the form and content of which shall first be approved by the Board after preparation by Employer's attorney, releasing and waiving any and all claims Employee had, has and/or claims to have ever had or have against Employer relating to or arising out of his employment with Employer occurring up to and including Employee's effective termination date, Employee shall be entitled to receive a severance package, as follows:

a. If this Agreement is so terminated prior to the expiration of the Initial Term, Employee shall continue to receive his base salary as set forth in section 3 above for each remaining month of the Initial Term, for a period of no less than six (6) months but not to exceed twelve (12) months of monthly base salary payments, and shall not be entitled to receive any fringe benefits.

b. If this Agreement is so terminated after expiration of the Initial Term, Employee shall be entitled to one (1) year's base salary at the applicable base salary rate in effect as of the time of such termination payable in twelve (12) equal monthly installments and shall not be entitled to receive any fringe benefits.

Notwithstanding anything in this Agreement to the contrary, Employee shall not be entitled to any severance if he is involuntarily terminated for any reason other than termination of Employee's employment by the Employer without Cause and/or other than termination by Employee for Good Reason.

7. Vacation and Sick Time Accruals.

During the calendar year 2020, Employee shall be entitled to paid time off for vacation for a total of twenty (20) days, ten (10) of which will be banked at the beginning of the Initial Term and the remaining ten (10) of which will accrue per Employer's policy applicable to paid time off; *provided*, Employee shall not be required to satisfy the 180 day waiting period set forth in said policy. Beginning on January 1, 2021, Employee will accrue a total of twenty (20) days of paid time off per year towards vacation time per Employer's policy applicable to paid time off.

During the Term hereof, Employee shall be entitled to paid time off for sick time for a total of ten (10) days (to be banked as of the commencement of the Initial Term) plus an additional half (1/2) day of sick time per each full month of employment hereunder with a maximum accrual up to One Thousand Four Hundred, Forty (1,440) hours in accordance with Employer's sick time policy.

Employee shall only be entitled to carry over accumulated but unused paid time off (for vacation and/or sick time) in any year to the next year pursuant to the Employer's policies related to same. All policies referenced herein are subject to amendment from time to time.

8. Restrictive Covenants.

8.1. Employee acknowledges and agrees that:

(a) By virtue of Employee's employment with the Employer under this Agreement, Employee will become familiar with the business of Employer, the competitive nature of its industry, the special and unique position which the business conducted by the Employer has and will continue to have throughout the States of Connecticut, Vermont, Rhode Island, New Hampshire and the Commonwealth of Massachusetts, and the towns located therein, from which the Employer draws and/or markets its business, and that Employee's employment with the Employer will result in Employee's exposure to the most sensitive and most valuable trade secrets, proprietary information, and other Confidential Information of the Employer, which constitute valuable business assets of the Employer, and the use, application or disclosure of such Confidential Information would cause immediate and irreparable

harm to Employer, which could not be adequately remedied through the payment of monetary damages;

(b) Therefore, as a material inducement for and condition precedent to Employer agreeing to employ Employee and to enter into this Agreement with Employee, and to protect the Confidential Information, goodwill, continued profitability and other legitimate business interests of Employer, Employee hereby agrees to be bound by the restrictive covenants in this section 8, which Employee expressly agrees is reasonable and tailored to protect the Confidential Information and other legitimate business interests of the Employer.

(c) Employee's skills and abilities enable Employee to seek and obtain employment in a business other than a Competing Business (as defined in section 8.3), and Employee possesses other skills that will serve as the basis for employment opportunities that are not prohibited by the non-competition, non-solicitation and confidentiality provisions set forth in this section 8. When Employee's employment with the Employer expires or terminates, Employee agrees that he shall be able to earn a livelihood without violating the terms of section 8 of this Agreement; and

(d) Employee further agrees with the Employer that in the event of Employee's violation of any of the terms of section 8 of this Agreement, the loss caused to the Employer will be immediate and irreparable, which loss cannot be adequately compensated in damages, and the Employer shall be entitled to seek injunctive relief in court enjoining the action prohibited by this section 8.

8.2. Confidentiality.

(a) Disclosure of Confidential Information.

To the fullest extent permitted by law, Employee covenants and agrees that during the course of Employee's employment with the Employer and for a one (1) year period following the termination of Employee's employment with Employer pursuant to this Agreement for any reason whatsoever, Employee shall hold the Employer's Confidential Information in his strictest confidence and shall not for any reason whatsoever, directly or indirectly: (i) use, download, save, store, print or makes copies of, disclose, furnish, make accessible, disseminate, communicate or divulge any Confidential Information, in whole or in part, for any purpose other than for the use and benefit solely of the Employer in the performance of Employee's duties hereunder; (ii) disclose, download, save, store, print or make copies of, furnish, make accessible to, disseminate, communicate, or divulge Confidential Information to any employee of the Employer who does not have a need-to-know such Confidential Information without the authorization of the Board for this purpose; or (iii) disclose, download, save, store, print or make copies of, furnish, make accessible to, disseminate, communicate, divulge or use for the benefit of himself or any other Competing Business any Confidential Information without the express written consent of the Board; *provided, however, that* Employee may disclose Confidential Information if and to the extent that (y) such information is required to be disclosed by applicable law or order and/or lawful

subpoena; *provided that* as soon as reasonably practicable before such disclosure, if legally permitted the Employee gives the Employer prompt written notice of such disclosure to enable the Employer, at its sole expense, to seek a protective order or otherwise preserve the confidentiality of such information, or (z) such information is disclosed with the Employer's consent. Notwithstanding the foregoing, nothing in this Agreement prohibits Employee from reporting possible violations of federal, state or local law, regulation or codes to any governmental agency or other body of competent authority or jurisdiction.

For purposes of this Agreement, Confidential Information shall include, but not be limited to, know-how, knowledge or data relating to: the Employer and its services, business, practice, products, processes, designs, formulas, developmental or experimental work, computer programs, source codes, databases, network applications, passwords, other works of authorship, records, ideas and research relating to design, coding, operation, use, installation, maintenance of computer software or hardware or proposed hardware or software products; trade secrets, including those defined in Connecticut General Statutes section 35-50, *et seq.* (as from time to time amended), the Employer's customers, former and/or prospective customers and/or information related thereto (including customer lists and/or former and/or prospective customer lists and/or history), customer information, current and/or future products or product lines utilized in connection with the Employer's business, practice and/or services, equipment, forms, technologies, procedures, programs, policies, standards, techniques, pricing and/or fee information, cost analysis, billing strategies, business contacts or contracts, employment status, salaries, personnel information, employment decisions, pre-employment testing and screening results, citizenship status, handicap status, performance issues, employee evaluations, employee medical histories, garnishments and levies against wages, employment agreements of any employee, statements regarding Employer's or any of its affiliate's financial condition(s), payments made to or expenses incurred by Employer or any of its employees, shareholders or directors, discounts given by Employer to clients, minutes of Board meetings, stockholder's agreements of Employer or any affiliated entity, business strategies, plans, proposals, sources of supply, methods of operation, results of analysis, business forecasts, technical data, historical data, financial data, costs, revenues, as well as any other information which the Employer or its Board treats or designates as confidential, regardless of its format (tangible or intangible); thus, it includes information maintained in paper, electronic or any other form (such as electronic medical records, e-mails, computer files, or information on a cell and/or smart phone, laptop, or other personal data device).

Employee agrees to take all reasonable precautions to safeguard and prevent disclosure of Confidential Information to unauthorized persons or entities, including but not limited to any Competing Business. Employee shall protect Confidential Information regardless of its format. Information that is in the public domain, or that can be created or formulated using information that is in the public domain (other than as a result of a breach of this Agreement) shall not constitute Confidential Information. In the event any cell phone, laptop, computer or other personal data device and/or any

other property that has been provided by the Employer to Employee and/or which is used by Employee in the performance of his duties under the Employment Agreement, has been stolen, lost and/or otherwise compromised, and/or Employee has reason to believe that any Confidential Information has been breached and/or accessed by an unauthorized third party, he shall immediately notify the Employer of same. Employee shall return to the Employer, upon termination of this Agreement for any reason whatsoever and/or upon demand by the Employer, all Confidential Information, as well as all keys, key cards, access cards, network access devices, passwords, thumb drives, disks, data, cell phones, laptops, computers or other personal data devices and/or any other property that has been provided by the Employer to Employee hereunder (excluding any cell phone, laptop, computer or other personal data devices personally owned by Employee). In the event return of such information and property is not feasible for whatever reason, Employee shall notify the Employer of such infeasibility, in which event the Employer shall have the right to require Employee to destroy, delete and/or render unreadable such information or property. All such information and property will remain the property of the Employer.

(b) Intellectual Property Rights. Employee acknowledges and agrees that Employer shall retain exclusive ownership of all right, title and interest in and to the Confidential Information. Employee further acknowledges and agrees that all ideas, processes, inventions, improvements, customer and supplier lists and other creative works relating to Employer, and all such works which may be copyrighted, shall be deemed works made for hire. Employee hereby assigns to Employer all rights, title and interest in and to such works, including all worldwide copyright, patent, trade secret, confidential and proprietary information rights therein.

If, for any reason, any of such results and proceeds shall not legally be a work for hire and/or there are any rights which do not accrue to Employer under the preceding paragraph, then Employee hereby irrevocably assigns and agrees to assign any and all of Employee's right, title and interest thereto, including without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to Employer, and Employer shall have the right to use the same in perpetuity throughout the universe in any manner Employer determines without any further payment to Employee whatsoever.

Employee shall, from time to time, as may be requested by Employer, do any and all things which Employer may deem useful or desirable to establish or document Employer's exclusive ownership of any and all rights in any such results and proceeds, including without limitation the execution of appropriate copyright and/or patent applications or assignments. To the extent Employee has any rights in the results and proceeds of services that cannot be assigned in the manner described above, Employee unconditionally and irrevocably waives the enforcement of such rights. This section 8.2(c) is subject to, and shall not be deemed to limit, restrict or constitute any waiver by Employer of any rights of ownership to which Employer may be entitled by operation of law by virtue of the employment of Employee by the Employer.

8.3. Non-Competition. (a) To the fullest extent permitted by applicable law, during the Term of Employee's employment with Employer hereunder and for a period of one (1) year following termination of Employee's employment with Employer for any reason whatsoever other than a termination by Employee under section 5.3, Employee shall not, directly or indirectly (other than through and for the benefit of the Employer), own, manage, operate, join, control, finance, or participate in, or participate in the ownership, management, operation, control or financing of, or be connected as an owner, investor, partner, joint venturer, director, limited liability company manager, employee, independent contractor, consultant, or other agent of, any person or enterprise (other than the Employer) that is engaged in any Competing Business. Nothing in this section 8.3 will prohibit the Employee from owning, in the aggregate, less than three percent (3%) of any class of securities of a publicly traded person so long as Employee does not participate in any way in the management, operation or control of such person.

(b) A "Competing Business" as used in this Agreement shall mean any person, third party, firm, corporation, partnership, limited liability company, institution, governmental agency or cooperative, quasi-governmental agency or cooperative, electric energy cooperative and/or any other business, enterprise and/or other person or entity whatsoever engaged in and/or providing services (i) customarily associated with a Municipal Electric Energy Cooperative as defined in chapter 101a of the Connecticut General Statutes, to the extent such services are provided within the States of Connecticut, Vermont, New Hampshire, Rhode Island and/or the Commonwealth of Massachusetts, and/or (ii) otherwise providing wholesale electric energy services in direct competition with the Employer, to the extent such services are provided within the State of Connecticut.

8.4. Non-Solicitation of Employees. To the fullest extent permitted by law, during the Term of Employee's employment with the Employer hereunder and for a period of eighteen (18) months following the expiration, non-renewal and/or termination of this Agreement for any reason whatsoever, Employee shall not directly or indirectly, either on her own account or in the capacity as an employee, consultant, independent contractor, subcontractor, agent, representative, member, shareholder, partner, manager, officer, director and/or in any other capacity whatsoever for any Competing Business: (a) solicit or induce, or attempt to solicit or induce, any employee of the Employer to leave his or her employment with the Employer for any reason whatsoever, including without limitation, for the purpose of employment with any Competing Business; and/or (b) induce or attempt to induce any such employee to breach any employment and/or other agreement he or she may have with Employer.

8.5. Non-solicitation of Customers. To the fullest extent permitted by law, during the Term of Employee's employment with the Employer hereunder and for a period of one (1) year following the expiration, non-renewal and/or termination of this Agreement for any reason whatsoever, Employee shall not directly or indirectly, either on her own account or in the capacity as an employee, consultant, independent contractor, subcontractor, agent, representative, member, shareholder, partner, manager, officer,

director and/or in any other capacity whatsoever for any Competing Business, solicit, induce or attempt to solicit or induce, any person or entity which is or was customer of the Employer during the Term of Employee's employment with Employee hereunder, regardless of whether or not Employee had contact with such customer, to: (a) cease doing business in whole or in part with or through the Employer; and/or (b) to do business with any Competing Business and/or (c) otherwise sell, offer, furnish or provide (or attempt to sell, offer, furnish or provide) to any such customer of the Employer any services that are similar to or which compete with the services offered by the Employer.

8.6. Independence. The covenants in this section 8 will be construed as an agreement independent of the other provisions of this Agreement. The existence of any claim, demand, action, or cause of action of the Employee against the Employer, whether predicated on this Agreement or otherwise, will not constitute a defense to enforcement by the Employer of any covenant or agreement of the Employee in this section 8. Nothing in this Agreement will supersede or otherwise adversely affect the validity of any restrictive covenant (including confidentiality, non-competition, non-solicitation and similar covenants) in any other agreement to which the Employee and the Employer are parties.

8.7. Scope of Covenants; Equitable Relief. The Employee acknowledges and agrees that (a) the restrictive covenants in this section 8 and the territorial, time, activity, and other limitations set forth herein are commercially reasonable and do not impose a greater restraint than is necessary to protect the goodwill and legitimate business interests of the Employer, (b) any breach of the restrictive covenants in this section 8 will cause immediate and irreparable harm to the Employer, which could not be adequately remedied through the payment of monetary damages, (c) if any breach of any such covenant occurs, then the Employer will be entitled to seek injunctive relief (without the posting of a bond or similar security) in addition to such other legal and equitable remedies that may be available (without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement), and (d) the Employee hereby waives the claim or defense that an adequate remedy at law exists for such a breach.

8.8. Equitable Tolling. If the Employee breaches any covenant in this section 8, then the duration of such covenant will be tolled for a period of time equal to the time of such breach.

8.9. Survival of Covenants. This section 8 will survive the non-renewal, expiration or termination of this Agreement for any reason whatsoever, is expressly intended to benefit and be enforceable by the Employer and is assignable by the Employer.

9. Representations and Warranties.

The Employee hereby represents and warrants to Employer that:

(a) the Employee has full power, authority and legal capacity to enter into and perform under this Agreement;

(b) any information obtained from or provided by Employee as part of Employer's background check was accurate and complete;
(c) this Agreement has been duly executed and delivered by the Employee and constitutes a valid and legally binding obligation of the Employee, enforceable against the Employee in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable laws regarding creditors' rights or by general equity principles; and
(d) no consent, authorization or approval of, or filing or registration from or with any person or entity is required for the Employee's execution, delivery or performance of this Agreement; and Employee's execution, delivery and performance of this Agreement will not conflict with or result in a breach of any provision of any order, restrictive covenant, contract, injunction or other restriction and/or obligation to which the Employee is party or by which the Employee is bound, and the Employee is not a party to or bound by any contract or other agreement under which (i) the Employee's execution and delivery of or performance under this Agreement will constitute a default, breach, or event of acceleration or (ii) performance under this Agreement may be prohibited, prevented, or delayed.

10. Resolution of Disputes. To the fullest extent permitted by applicable law, and except as expressly provided below in this section 10, all controversies, claims and disputes arising from or relating to this Agreement will be resolved by final and binding arbitration before a single neutral arbitrator conducted under the applicable employment rules of the American Arbitration Association then in effect. Unless otherwise mutually agreed by the Parties, said arbitration shall be held in New London County, Connecticut. The parties shall be responsible for splitting all arbitration costs and fees, including but not limited to AAA administrative fees, filing fees and arbitrator fees. The Employer may waive the requirements of the foregoing sentence. The arbitrator's award will be final and binding upon the Parties and judgment may be entered on the award by a court of competent jurisdiction. Notwithstanding the foregoing, (a) prior to the commencement of any arbitration proceeding, the Parties shall first meet informally and attempt in good faith to resolve any such controversies, claims and disputes, and (b) nothing in this section 10 shall prohibit or prevent either Party from seeking or obtaining injunctive or other equitable relief in court to enforce the restrictive covenants set forth in section 8 of this Agreement.

11. Consent to Jurisdiction. In the course of seeking injunctive or other equitable relief or to enforce the arbitration obligations under section 10 of this Agreement, each Party hereby (a) agrees to the exclusive jurisdiction of the state or federal courts located within the State of Connecticut (and specifically the Judicial District of New London County for State court matters) or the appropriate appellate courts with respect to any claim or cause of action arising under or relating to this Agreement, and (b) waives any objection based on forum non conveniens and/or venue to such suit, action or proceeding.

12. Miscellaneous.

12.1. Governing Law. This Agreement is governed by the laws of the State of Connecticut without regard to conflict of law principles.

12.2. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The parties may deliver executed signature pages to this Agreement by facsimile or e-mail transmission. No party may raise as a defense to the formation or enforceability of this Agreement, and each Party forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

12.3. Captions. Captions and headings used in this Agreement are used for the convenience of the Parties and shall not be deemed to be of substantive effect nor to be a part of this Agreement for any other purpose.

12.4. Notices. Any notices, consents or approvals permitted or required hereunder shall be in writing and forwarded by hand delivery, certified or registered mail, return receipt requested, or by Federal Express or other overnight courier service addressed to the Parties (and if to Employer, addressed to the attention of the "Chairperson of CMEEC's Board of Directors") at the addresses first above written, or to such other addresses as the Parties may designate in writing in accordance with the requirements of this section 12.4 to each other.

12.5. Severability; Blue Penciling. If any term, covenant, condition or provision of this Agreement is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant and provision of this Agreement other than those held to be illegal, revoked or unenforceable shall be valid and enforceable to the fullest extent permitted by law. The Parties recognize and agree that a court of competent jurisdiction shall have the authority to modify any provision, or part thereof, of this Agreement if such provision, or part thereof, as the case may be, is deemed by an arbitrator in an arbitration proceeding contemplated by section 10 hereof to be illegal, invalid or unenforceable as written so that such provision becomes enforceable and, in its modified form, such provision shall then be enforceable. If any court of competent jurisdiction or arbitrator holds the geographic or temporal scope of any restrictive covenant in section 8 hereof invalid or unenforceable, then such restrictive covenant will be construed as a series of parallel restrictive covenants and the geographic or temporal scope of such restrictive covenant will be deemed modified (including by application of any "blue pencil" doctrine under applicable law) to the minimum extent necessary to render such restrictive covenant valid and enforceable.

12.6. Binding Effect. This Agreement shall be binding upon and inure the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns; provided that nothing herein shall be construed to permit the Employee to assign his rights or obligations hereunder.

12.7. Construction. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it or he desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variations thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

12.8. Attorney's Fees. If any legal proceeding or arbitration is commenced with respect to this Agreement, including without limitation as contemplated in sections 8.1(d), 8.7 or 10 hereof, the prevailing party shall be entitled to recover from the non-prevailing party such amount as may be adjusted to be reasonable attorneys' fees and related expenses (including, but not limited to, expert witness fees, transcript costs and other similar expenses) for services rendered to the prevailing party in such action or proceeding, including any appeal. Employer may, in its discretion, waive the requirement that Employee reimburse it for attorney's fees and costs pursuant to this section 12.8.

12.9. No Legal Services. It is agreed and acknowledged that, notwithstanding anything herein to the contrary, (a) the scope of Employee's employment, duties and responsibilities shall not include the provision of legal counsel or advice to the Employer, (b) the Employer shall not rely upon the Employee for legal counsel or advice, and (c) the Employer hereby waives any claim that it relied upon the Employee for legal counsel or advice at any time during the Term.

12.10. Entire Agreement. The terms and conditions of Employee's employment shall, to the extent not addressed or described in this Agreement, be governed by Employer's Employee Handbook and existing practice, both as may be from time to time amended. To the extent of any conflict between this Agreement and the then applicable Employee Handbook and/or existing practices of Employee, the terms of this Agreement shall govern. This Agreement includes the entire agreement between the Parties, and may be amended from time to time, such amendments to be effective only if in writing and executed by all of the Parties hereto. This Agreement shall supersede, replace and render null and void all other agreements, whether written or verbal, if any, between Employee and Employer entered into prior to this Agreement. This Agreement is personal in its nature, and neither of the Parties hereto shall, without the written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that the provisions hereof shall inure to the benefit of, and be binding upon each successor of Employer whether by merger, consolidation or transfer of all or substantially all its assets or otherwise; and provided, further, that nothing contained in this section 12.10 shall limit the rights of the heirs, beneficiaries, executors, administrators or personal representatives of the Employee, as the case may be, to receive any amounts payable to the Employee hereunder.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CONNECTICUT MUNICIPAL ELECTRIC ENERGY COOPERATIVE ("Employer")

Witness: Marla Shelton

Witness: Linda Reagan

By: Kenneth G. Sullivan

Its

Duly Authorized Chairman

Date: 12/4/19

EMPLOYEE

Witness:

Witness:

David A. Meisinger

Date: 12/2/19

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON) ss. Griswold

On this the 4th day of December, 2019, personally appeared Kenneth S. Sullivan, who acknowledged himself/herself to be the Board Chairman of CONNECTICUT MUNICIPAL ELECTRIC ENERGY COOPERATIVE, a body corporate and politic existing under the laws of the State of Connecticut, who acknowledged that as such officer he/she subscribed the foregoing instrument for the purposes therein contained, as his/her free act and deed and the free act and deed of said entity, before me.

Debra L Bingell
~~Commissioner of the Superior Court~~/
Notary Public
My Commission Expires: DEBRA L. BINGELL NOTARY PUBLIC MY COMMISSION EXPIRES 02-28-2024

Commonwealth of
~~STATE OF~~ Massachusetts)
)
COUNTY OF Suffolk) ss.

On this the 2nd day of Decmbr, 2019, personally appeared David A. Meisinger, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Commissioner of the Superior Court/
Notary Public
My Commission Expires: CORINNE A. WILDE Notary Public Commonwealth of Massachusetts My Commission Expires October 14, 2022

Chief Executive Officer
CMEEC
Position Description

Summary

The Chief Executive Officer of the Connecticut Municipal Electric Energy Cooperative ("CMEEC") and the Connecticut Transmission Municipal Electric Energy Cooperative ("CTMEEC") reports to an eighteen-member Board of Directors, representing the Six (6) municipal electric utilities that are CMEEC Members. Each municipal electric utility has two directors appointed by their respective utility commissions and one director appointed by the associated municipal governing body and who is a ratepayer from that municipality. The CEO supervises approximately thirty-two (32) employees with seven (7) direct reports. Since its creation in 1976, CMEEC has had two (2) executives in its top leadership position.

CMEEC's Profile

CMEEC was created in 1976 pursuant to Chapter 101a of the Connecticut General Statutes as a public body corporate and politic of the State of Connecticut. CMEEC independently manages the full requirements power supply portfolio of its six Member municipal electric utilities located in southeastern Connecticut: the City of Groton (Groton Public Utilities); the City of Norwich (Norwich Public Utilities); the Borough of Jewett City (Jewett City Department of Public Utilities); the Third Taxing District of the City of Norwalk (TTD); the Second Taxing District of the City of Norwalk (South Norwalk Electric and Water) and the Town of Bozrah (Bozrah Light and Power, which is owned by Groton Utilities). CMEEC is also the full-requirements electric provider to the Mohegan Tribal Utility Authority. Each of its Members and MTUA owns and operates an electric distribution system and provides power and energy to the residential, commercial and industrial ratepayers located in its service territory.

CMEEC also has a sister organization, the Connecticut Transmission Municipal Electric Energy Cooperative (CTMEEC or TRANSCO), which owns and manages transmission assets. The CEO of CMEEC shall also function as the CEO of TRANSCO. TRANSCO has a separate Board of Directors comprised of representatives of the CMEEC Members. As a separate joint action agency, it acquired local transmission assets in order to provide transmission services required by CMEEC for its members and customers. The management and staff of CMEEC operate TRANSCO and oversee its operations pursuant to a management agreement.
CMEEC and TRANSCO have outstanding taxable and non-taxable debt in the principal amount of approximately $90 million dollars. CMEEC and Transco have issued this debt to finance generation and transmission assets. The most recent bond issuance dates to 2013.

Essential Duties and Responsibilities

- Focuses on the objective of the Board of Directors and improving their effectiveness.
- Builds trusting and open relationships, provides guidance and information, partners with the Board to build CMEEC's reputation and collaborates to maintain a strategic focus.
- In accordance with established policies, business objectives and a strategic plan developed with the Board of Directors, develop and implement innovative and proven power supply strategies in order to ensure predictable low-cost power for CMEEC member utilities.
- Responsible for executing on the policies established by the Board including strict compliance with all laws and ethical practices applicable to the business of CMEEC.
- Provide vision, advice and assistance to the Board of Directors concerning industry changes, strategic planning, business objectives and policy needs that will support CMEEC's vision, mission and values.
- Lead CMEEC operations to ensure effective execution of established objectives, mission, vision and values which include: enabling the municipal electric utilities to be the providers of choice through a diverse, stable, predictable, integrated portfolio of generation, transmission, energy efficiency and load management resources that maximize the competitive position of Connecticut's municipal electric utilities in the retail electric markets.
- Recommend policies and controls to the Board of Directors which manage risk in the following business areas: trading and hedging energy costs, long-term resource procurement, credit, financial and asset management and acquisition.
- Represent with a high level of integrity CMEEC and CMEEC member utilities interests before state and federal legislative and regulatory agencies in order to advance CMEEC's business objectives and policy needs. Ensure the credit worthiness of CMEEC is maintained and continues to be enhanced with appropriate credit agencies to ensure financing of future projects and access to credit.
- Enhance and report on the key business metrics of CMEEC to the CMEEC Board of Directors and Members by providing timely data, including reporting on a competitive rate analysis.
- Present an annual operating budget and financial plan to be adopted by the Board and reviewed at least quarterly by management and the Board, with identification and analysis of special problems needing attention.
- Provide personal monthly expense reports in accordance with CMEEC policies and ensure that the activities and the operations of CMEEC are conducted in accordance with the Bylaws, as well as applicable policies, state and federal statute and regulation and the mission and goals established by the Board of Directors.
- Provide leadership and direction to personnel to secure support, ability, training and cooperation on accomplishing business objectives.
- Enhance and maintain a customer (Member) focused culture within CMEEC.
- Establish and maintain a performance management plan including expectations and performance measures for Senior Management and key staff and the development of a succession plan for key CMEEC employees.
- Enhance CMEEC's culture of teamwork, communication, collaboration and fiscal responsibility amongst CMEEC staff, Board of Directors and the public.

- Maintain and improve business relationships to promote CMEEC's interests including, but not limited to, participation and membership in state and national industry organizations, local service organizations and economic development organizations all in accordance with CMEEC policy as adopted by the Board of Directors.

Knowledge, Skills and Abilities:

- Expert knowledge in the procurement of an energy supply portfolio that includes appropriate asset and contract resources, strategic power supply hedging and renewable energy alternatives.
- Understanding of generation, transmission and distribution of electric power to the extent necessary to initiate, direct, review and analyze various types of studies necessary for infrastructure development, system regulation, maintenance and operation, financial management, and business development.
- Strong understanding of ISO New England, its markets, rules and procedures.
- Thorough understanding of the complex electric utility industry economic and operational challenges.
- Ability to provide and maintain wage and salary plans, benefits and effective human resource policies within the framework established by the Board of Directors
- Strong knowledge and ability in the area of risk management policy as it relates to trading and hedging energy costs, long-term resource procurement, credit, financial management, regulatory compliance and asset management and acquisition.
- Demonstrated experience in strategic planning and execution.
- Ability to communicate effectively orally and in writing and to interact with individuals in a collegial fashion at all levels within and outside of the organization.
- Strong commitment to customer focus, employee excellence and organizational performance.
- Ability to make public presentations in a professional manner, and to establish credibility with customers, employees, rating agencies, ratepayers and public officials including the ability to act as an effective CMEEC point of contact and spokesperson.
- Understanding of public power utility business issues.
- Demonstrated management abilities in leading and motivating employees, as well as the ability to plan, organize and direct a multi-faceted organization.
- Knowledge of contracting, negotiating and change management.
- Skill in examining and re-engineering operations and procedures within the parameters established by the strategic plan.
- Experience in formulating policy and developing and implementing new strategies and procedures within the parameters established by the strategic plan.
- Ability to develop financial plans and manage resources.
- Ability to analyze and interpret financial data.
- Knowledge of public and government relations principles and practices.

Minimum Qualifications – Education and Experience:

- Ten (10) years of progressive experience in a senior management position in the utility or related industry.
- Minimum of five (5) years' experience in strategic power purchasing.
- Bachelor's Degree in Engineering, Business or Public Administration or related field.
- Master's in Business or Public Administration strongly preferred

Miscellaneous Requirements:

- Maintain a valid State of Connecticut drivers' license.
- Establish and maintain a primary residence within a 40-mile radius of the CMEEC headquarters.
- Attend night and weekend meetings as necessary to promote CMEEC's interests.
- Travel nationwide as appropriate to attend to CMEEC business.