



CLEAN ENERGY

FINANCE AND INVESTMENT AUTHORITY

July 20, 2012

Dear Clean Energy Finance and Investment Authority Board of Directors:

We are looking forward to the next Board of Directors special meeting on Friday, July 27, 2012 from 8:30 to 10:30 a.m. at our offices located at 865 Brook Street Rocky Hill, CT.

We have a full agenda which includes:

- **Comprehensive Energy Plan – Update**

In continuing our efforts to ensure that CEFIA's programs are supporting the clean energy goals of Connecticut, the Department of Energy and Environmental Protection will provide an update on the Comprehensive Energy Plan. This plan, a requirement of PA 11-80, looks at the state's energy needs for all fuels (i.e. electricity, gasoline, natural gas, etc.) and recommends some strategies for how Connecticut can deliver cleaner, cheaper and more reliable sources of energy.

- **Clean Energy Financing Programs – In Development**

With our Comprehensive Plan and Budgets in place, we will provide you with an overview of the clean energy financing programs in development.

- **Campus Efficiency Now – Our First Loan Program**

Pending recommendation from the Deployment Committee on Monday (July 23rd) to move forward with Campus Efficiency Now, this program seeks to demonstrate how an innovative financing approach through an Energy Savings Agreement (ESA), can accelerate energy efficiency investments. Proving out this model for financing energy efficiency projects on colleges and universities will then have a wider application for municipalities, schools, hospitals, and other large non-profit organizations.

Note – for those interested, you will find on the online agenda, a link to the Deployment Committee materials for access to further due diligence documentation.

We will also have updates from the various committees and request approval of the C-PACE position description as required by the bylaws.

If you have any questions, comments or concerns, please feel free to contact me at any time.

We look forward to the meeting next week. Enjoy the weekend.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Garcia', with a long horizontal flourish extending to the right.

Bryan Garcia
President and CEO



CLEAN ENERGY

FINANCE AND INVESTMENT AUTHORITY

AGENDA

Board of Directors of the
Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, CT 06067

Friday, July 27, 2012 – Special Meeting
8:30-10:30 a.m.

Staff Invited: George Bellas, Mackey Dykes, Brian Farnen, Bryan Garcia, David Goldberg, Dale Hedman, Bert Hunter, Dave Ljungquist, Kim Stevenson, and Bob Wall

1. Call to order
2. Public Comments – 5 minutes
3. Approval of meeting minutes for June 20, 2012* – 5 minutes
4. Update from the President – 5 minutes
5. Presentation of the Comprehensive Energy Strategy – 30 minutes
6. Overview of Clean Energy Financing Programs in development – 30 minutes
7. Deployment Committee updates and recommendations for approval* – Campus Efficiency Now proposal – 30 minutes
8. Budget and Operations Committee updates and recommendations for approval* – CEFIA Handbook and C-PACE Director position description – 15 minutes
9. Technology Innovations Committee updates – 5 minutes
10. Audit, Compliance and Governance Committee updates – 5 minutes
11. Adjourn

* Denotes item requiring Board action

Call-in information: 1-877-885-3221 access code: 8446562

***Next Meeting: Friday, August 17, 2012 from 9:00-11:00 a.m.
Clean Energy Finance and Investment Authority, 865 Brook Street, Rocky Hill, CT***



CLEAN ENERGY

FINANCE AND INVESTMENT AUTHORITY

RESOLUTIONS

Board of Directors of the
Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, CT 06067

Friday, July 27, 2012 – Special Meeting
8:30-10:30 a.m.

Staff Invited: George Bellas, Mackey Dykes, Brian Farnen, Bryan Garcia, David Goldberg, Dale Hedman, Bert Hunter, Dave Ljungquist, Kim Stevenson, and Bob Wall

1. Call to order
2. Public Comments – 5 minutes
3. Approval of meeting minutes for June 20, 2012* – 5 minutes

Motion to approve the minutes of the Deployment Committee of June 20, 2012 Special Meeting. Second. Discussion. Vote.

4. Update from the President – 5 minutes
5. Presentation of the Comprehensive Energy Strategy – 30 minutes
6. Overview of Clean Energy Financing Programs in development – 30 minutes
7. Deployment Committee updates and recommendations for approval* – Campus Efficiency Now proposal – 30 minutes

WHEREAS, the Clean Energy Finance and Investment Authority (CEFIA) and the Connecticut Conference of Independent Colleges (CCIC) both recognize the benefits of cooperation in accelerating energy efficiency and renewable energy implementation in Connecticut, resulting in cleaner, cheaper and more reliable sources of energy and have engaged in a memorandum of understanding to support such cooperation;

WHEREAS, it is CEFIA's intention to assist CCIC in helping its members to meet goals for clean energy by providing educational opportunities about the clean energy marketplace and tailored financial products for its members to support building upgrades through the work of qualified contractors and service providers to be selected and engaged directly by the CCIC member institutions;

WHEREAS, CEFIA and GreenerU, Inc. (GreenerU) both recognize the benefits of cooperation in accelerating energy efficiency and renewable energy implementation in Connecticut, resulting in cleaner, cheaper and more reliable sources of energy;

WHEREAS, CEFIA and GreenerU desire to execute a term sheet that will lead to definitive legal documentation for a loan finance arrangement in an amount not to exceed one million dollars (\$1,000,000) establishing the pilot Campus Efficiency Now program; and

WHEREAS, the CEFIA Deployment Committee recommends to the CEFIA Board of Directors (1) the selection of GreenerU and a to be established wholly owned Connecticut subsidiary of GreenerU (“OpCo”) as program partners for the Campus Efficiency Now pilot program as a Strategic Selection and Award, and (2) approval for CEFIA to enter into a Term Sheet (per Attachment 1) and definitive documentation with GreenerU whereby CEFIA would make loans to OpCo in an aggregate amount not to exceed one million dollars (\$1,000,000) for the purpose of enabling OpCo to implement clean energy projects at CCIC member colleges and universities.

NOW, therefore be it:

RESOLVED, that the CEFIA Board of Directors approves the selection of GreenerU and OpCo as program partners for the Campus Efficiency Now pilot program as a Strategic Selection and Award pursuant to the CEFIA Operating Procedures Section XII given the uniqueness, special capabilities and strategic importance of its partners (i.e. CCIC and GreenerU) as well as its timeliness and potential for a multi-phase follow-on investment in clean energy for Connecticut’s colleges and universities;

RESOLVED, that the Board of Directors grants approval for CEFIA to enter into a Term Sheet (per Attachment 1) and definitive legal documentation with GreenerU whereby CEFIA would make loans to OpCo in an aggregate amount not to exceed one million dollars (\$1,000,000) (under a loan facility to be available for loan advances for a period of up to 18 months from transaction closing) for the purpose of enabling OpCo to implement clean energy projects at CCIC member colleges and universities. The loans will be repaid to CEFIA with interest over a 5-year term at an annual effective yield of 7.00% utilizing cash flows derived from payments by the CCIC participating college and universities under Energy Savings Agreements (“ESAs”) with OpCo of equivalent duration and a target internal rate of return for CEFIA of 7.00%, with such loans being limited in recourse to the cash flows derived from the ESAs as described in the attached Term Sheet;

RESOLVED, that the Board of Directors action is consistent with CEFIA’s purposes as codified in Section 16-245n(d)(1) of the Connecticut General Statutes, its board approved Resolution of Purposes and CEFIA’s Comprehensive Plan; and

RESOLVED, that the proper CEFIA officers are authorized and empowered to do all other acts and execute and deliver all other documents as they shall deem necessary and desirable to effect this Resolution.

8. Budget and Operations Committee updates and recommendations for approval* – CEFIA Handbook and C-PACE Director position description – 15 minutes

RESOLVED, that the Board of Directors of the Clean Energy Finance and Investment Authority (CEFIA) approves of the Budget and Operations Committee recommendation to amend the CEFIA Employee Handbook.

RESOLVED, that the Board of Directors of the Clean Energy Finance and Investment Authority (CEFIA) as required by the Operating Procedures of CEFIA, approved of the new director-level position description for Director of Commercial and Industrial PACE.

9. Technology Innovations Committee updates – 5 minutes
10. Audit, Compliance and Governance Committee updates – 5 minutes
11. Adjourn

* Denotes item requiring Board action

Call-in information: 1-877-885-3221 access code: 8446562

***Next Meeting: Friday, August 17, 2012 from 9:00-11:00 a.m.
Clean Energy Finance and Investment Authority, 865 Brook Street, Rocky Hill, CT***



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #1

Call to Order

July 27, 2012



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #2

Public Comments

July 27, 2012



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #3

Approval of Meeting Minutes of June 20, 2012

July 27, 2012



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FINANCE AND INVESTMENT AUTHORITY

Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #4

Update from the President

July 27, 2012

Update from the President



- ▶ **Tom Flynn** – welcome new CEFIA member to the Board of Directors appointed by Senator McKinney
- ▶ **DOE Meeting** – brainstorming meeting with Richard Kauffman, Senior Advisor on Finance to Secretary Chu of DOE. With support from Reed Hundt, staff will meet with the DOE on a quarterly basis
- ▶ **Joint CEEF-CEFIA Committee** – Deputy Commissioner Dykes and I co-chair the joint committee. I have assigned CEFIA staff to participate in CEEF committee meetings (i.e. marketing and outreach, residential, C&I, EM&V and RD&D) and I will provide monthly public comments at their board meetings
- ▶ **Residential Solar Investment Program** – met with at least 25 solar installers to discuss (1) program performance, and (2) intention to launch solar lease-loan financing. We are addressing issues with respect to project completions.



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #5

Presentation of the Comprehensive Energy Strategy

July 27, 2012



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #6

Overview of Clean Energy Financing Programs

July 27, 2012

Clean Energy Finance and Investment Authority

Strategic Plan for FY 2013

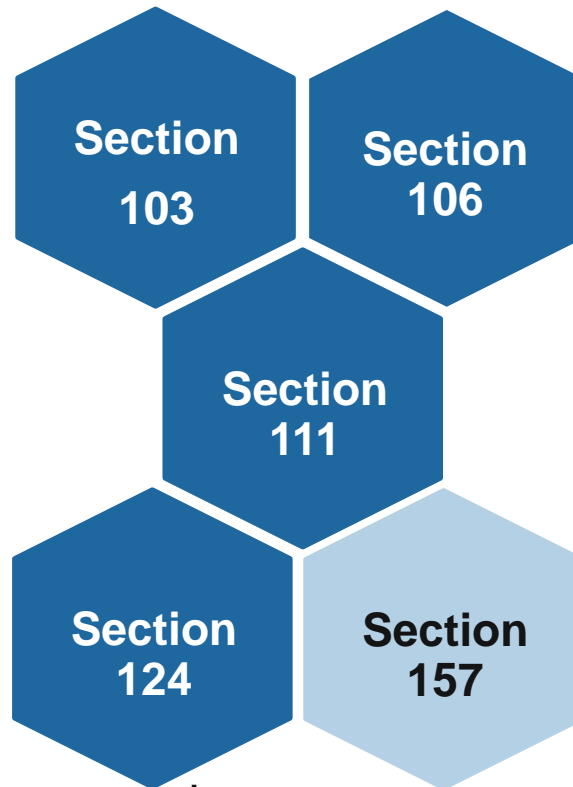


Transitional Programs



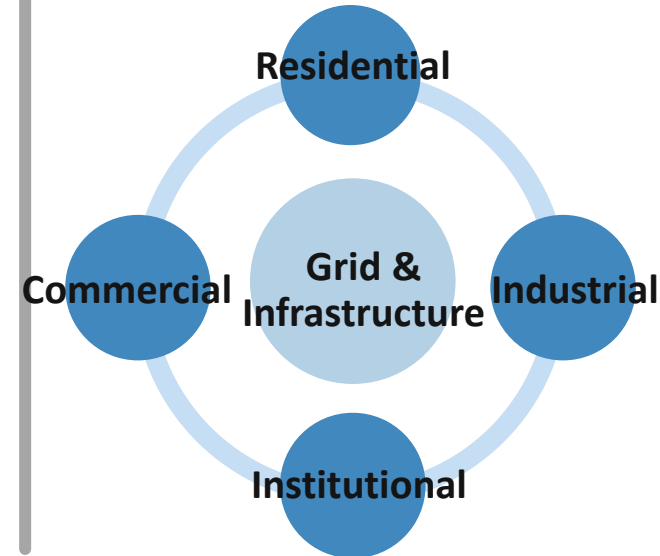
\$5 MM

Statutory Programs



\$15 MM

Financing Programs

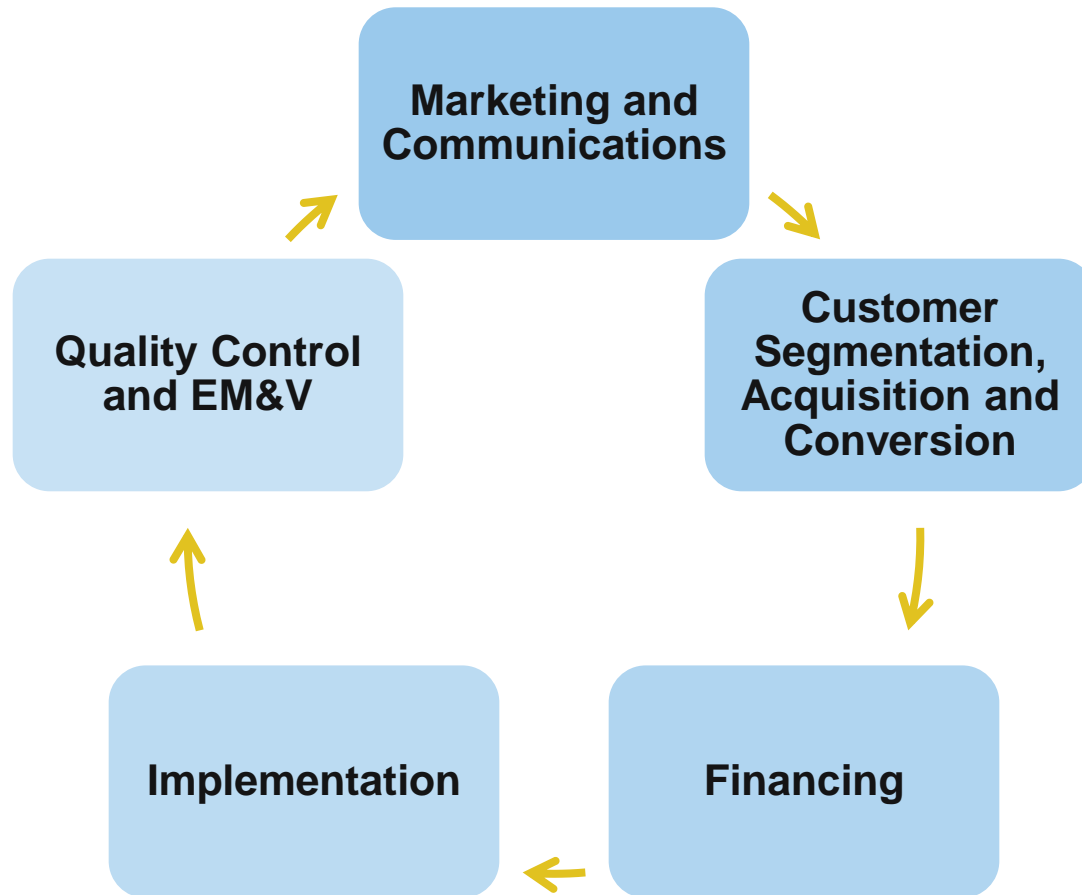


\$36 MM

Financing Programs Program Design



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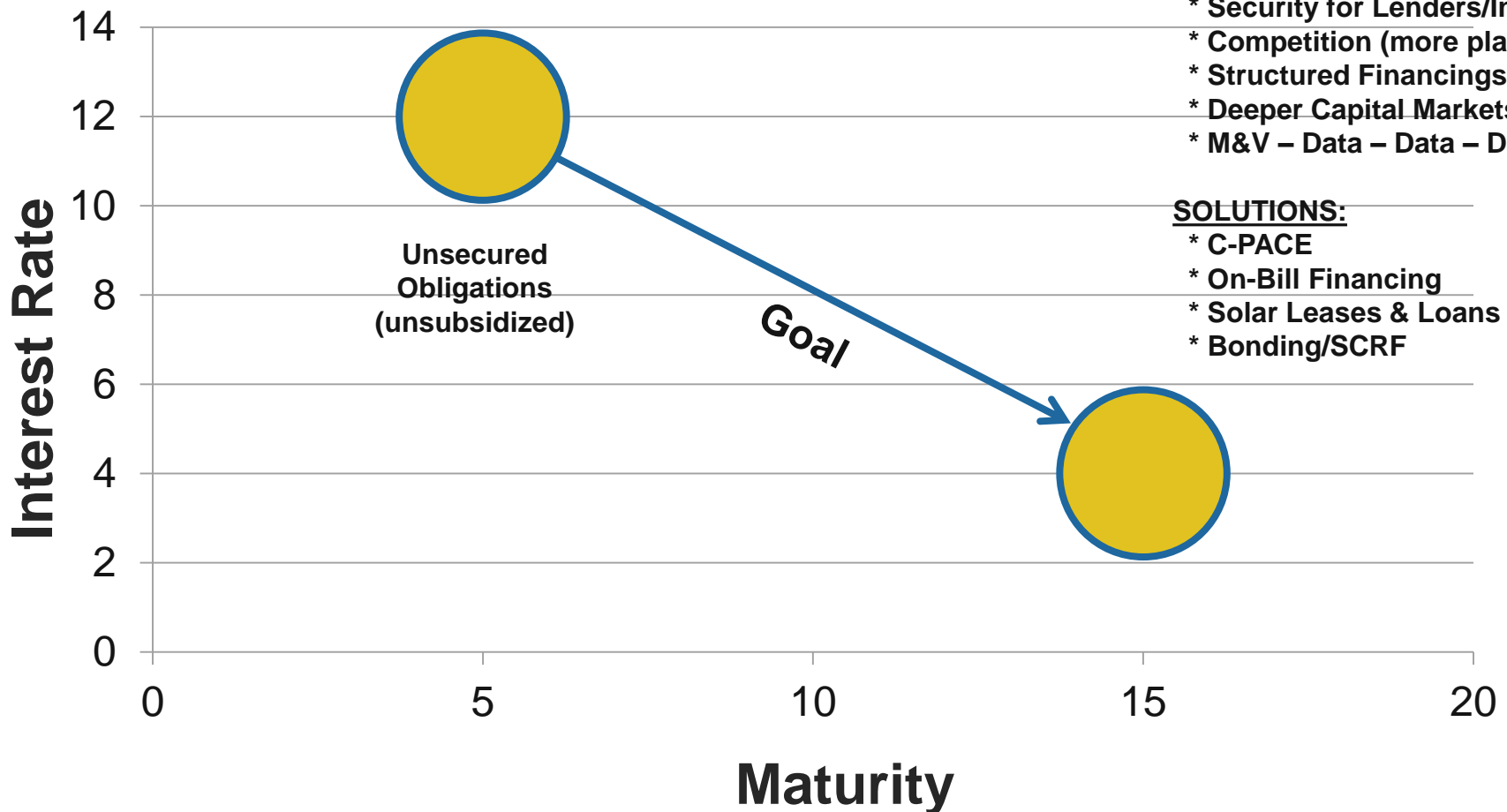


Financing Programs Challenge



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Challenge – Change the Risk Lower the rate Extend the maturity



DRIVERS:

- * Security for Lenders/Investors
- * Competition (more players)
- * Structured Financings
- * Deeper Capital Markets
- * M&V – Data – Data – Data

SOLUTIONS:

- * C-PACE
- * On-Bill Financing
- * Solar Leases & Loans
- * Bonding/SCRF

Residential Financing Programs

Programs in Development



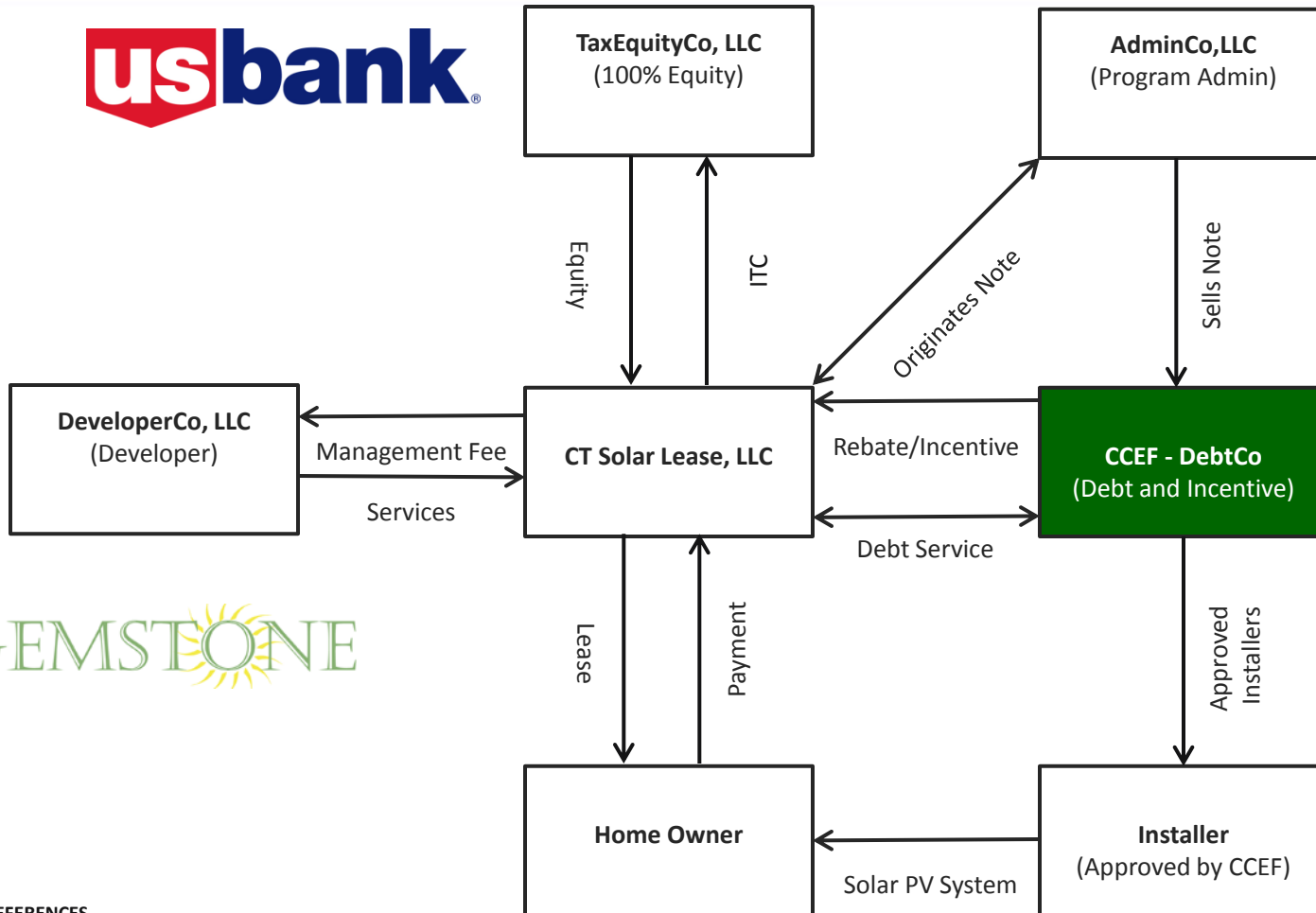
- ▶ **Solar Lease II** – provide local installers with an easy to use lease option to support increased customer acquisition that doesn't require any upfront capital (i.e. immediate reduction in energy cost option)
- ▶ **Solar Loan** – provide local installers with an easy to use loan option to support increased customer acquisition that provides customers with capital to own a system
- ▶ **Energy Efficiency Loan** – pilot an easy to use loan option to support increased and targeted customer acquisition for deeper energy upgrades

Financing Product

Connecticut Solar Lease (Version 1.0)



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REFERENCES

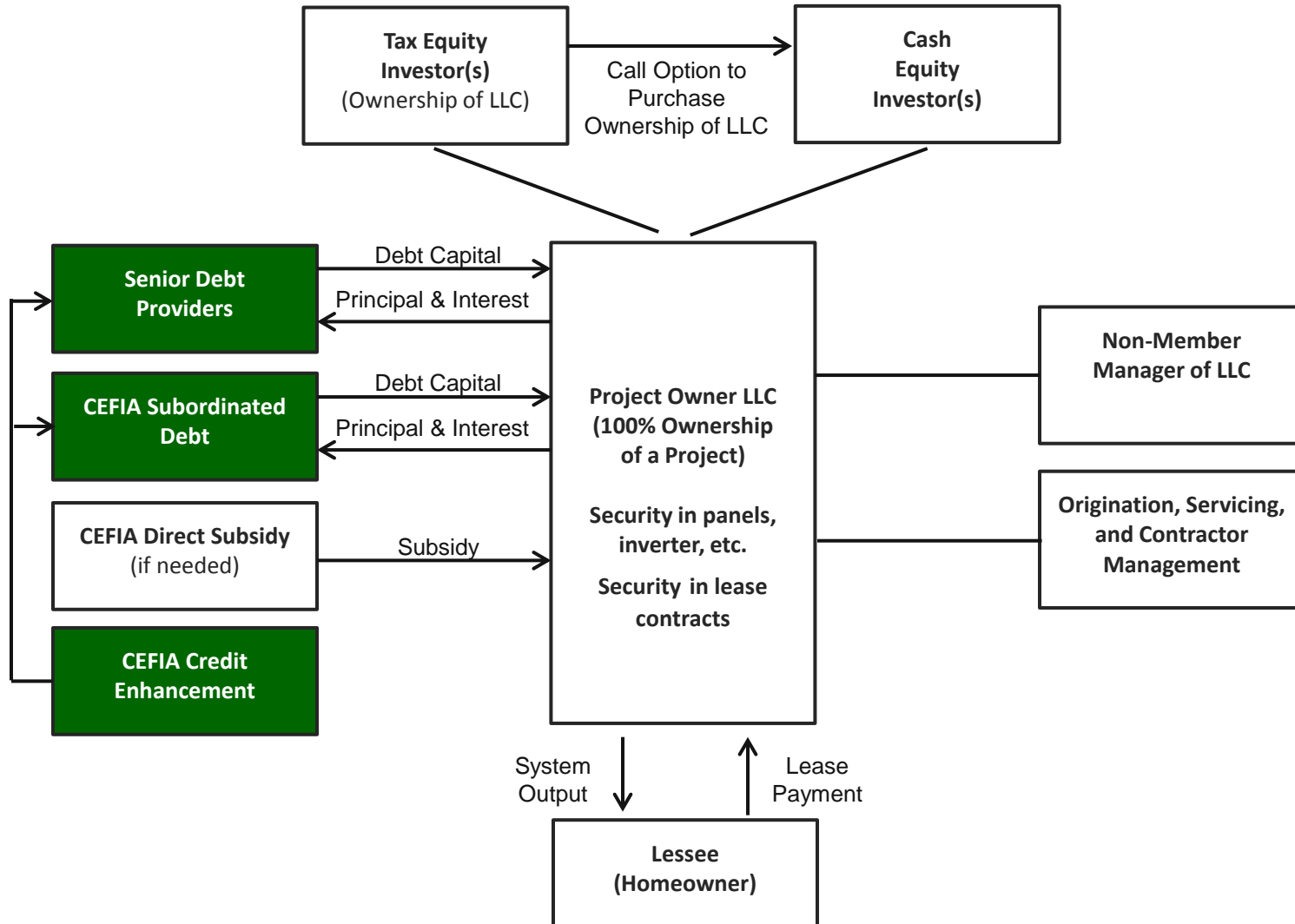
Design – 5.5% interest rate, secured, 200% of median income

Consumer Credit Guidelines – 640 if salaried, 680 if self-employed for at least 2 years, 720 if self-employed less than 2 years, no bankruptcy in last 7 years, debt to income or monthly obligations to monthly income 50% for all credit scores

Performance – 850 loans, 6.0 kW AC average system size, from \$5,320/kW rebate in 2009 to \$2,731/kW rebate in 2011, and 2 defaults.

Residential Financing Program

Solar Lease II Capital Structure

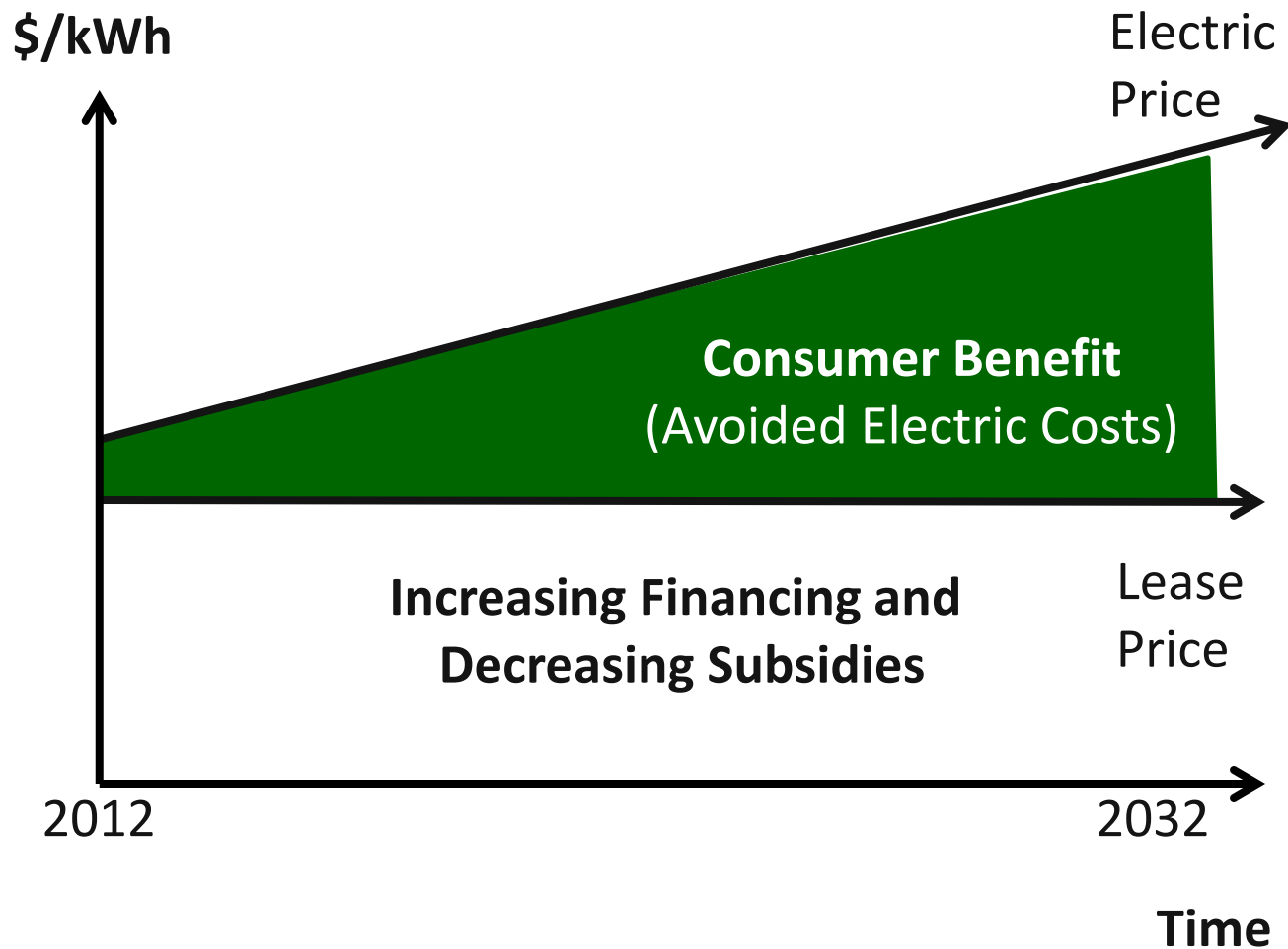


Residential Financing Program

Solar Lease II Consumer Product



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Financing Drivers

- ▶ Installed costs
- ▶ Electric prices
- ▶ Avoided costs

Residential Financing Programs Timeline



Tasks	Solar Lease	Solar Loan	Energy Efficiency
Senior Debt Bank Calls	May 2012	May 2012	May 2012
Transaction Structuring	Jun 2012	Aug 2012	Oct 2012
Secure Tax Equity	Jun 2012	N/A	N/A
Engage Tax Structure Advisor	Jul 2012	N/A	N/A
Preliminary discussions with Servicer	Aug 2012	Aug 2012	Oct 2012
Tax and/or Flow Structure Finalized	Aug 2012	Sep 2012	Nov 2012
Debt and/or Equity Term Sheet	Sep 2012	Oct 2012	Dec 2012
Establish Program Process and Procedure	Sep 2012	Sep 2012	Nov 2012
BOD and Deployment Committee Approval	Oct 2012	Nov 2012	Dec 2012
Complete Transaction Documentation	Oct 2012	Nov 2012	Jan 2013
Launch Program	Nov 2012	Dec 2012	Feb/Mar 2013

Commercial and Industrial Financing Programs

Programs in Development




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- ▶ **Clean Energy Solutions** – develop and implement a clean energy financing program with DECD and CDA to support their economic development objectives. Program must be quick to deliver financing (i.e. Small Business Express Program)
- ▶ **C-PACE** – develop and administer a statewide commercial and industrial clean energy financing program

Commercial and Industrial Financing Program

Commercial Property Assessed Clean Energy (C-PACE)



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C-PACE: Commercial and Industrial Property Assessed Clean Energy

- ▶ Enables commercial and industrial property owners to access low-cost, long-term upfront financing for qualified building energy upgrades and repay the loan through a benefit assessment on their property tax
- ▶ Enables municipalities to opt-in through approval of their legislative body through **“written agreement, as approved by its legislative body, with the authority”**
- ▶ Enables CEFIA to administer a statewide program and to aggregate demand for this financing tool from around the state to further drive down cost of capital for building owners

Commercial and Industrial Financing Program

How Does C-PACE Work?

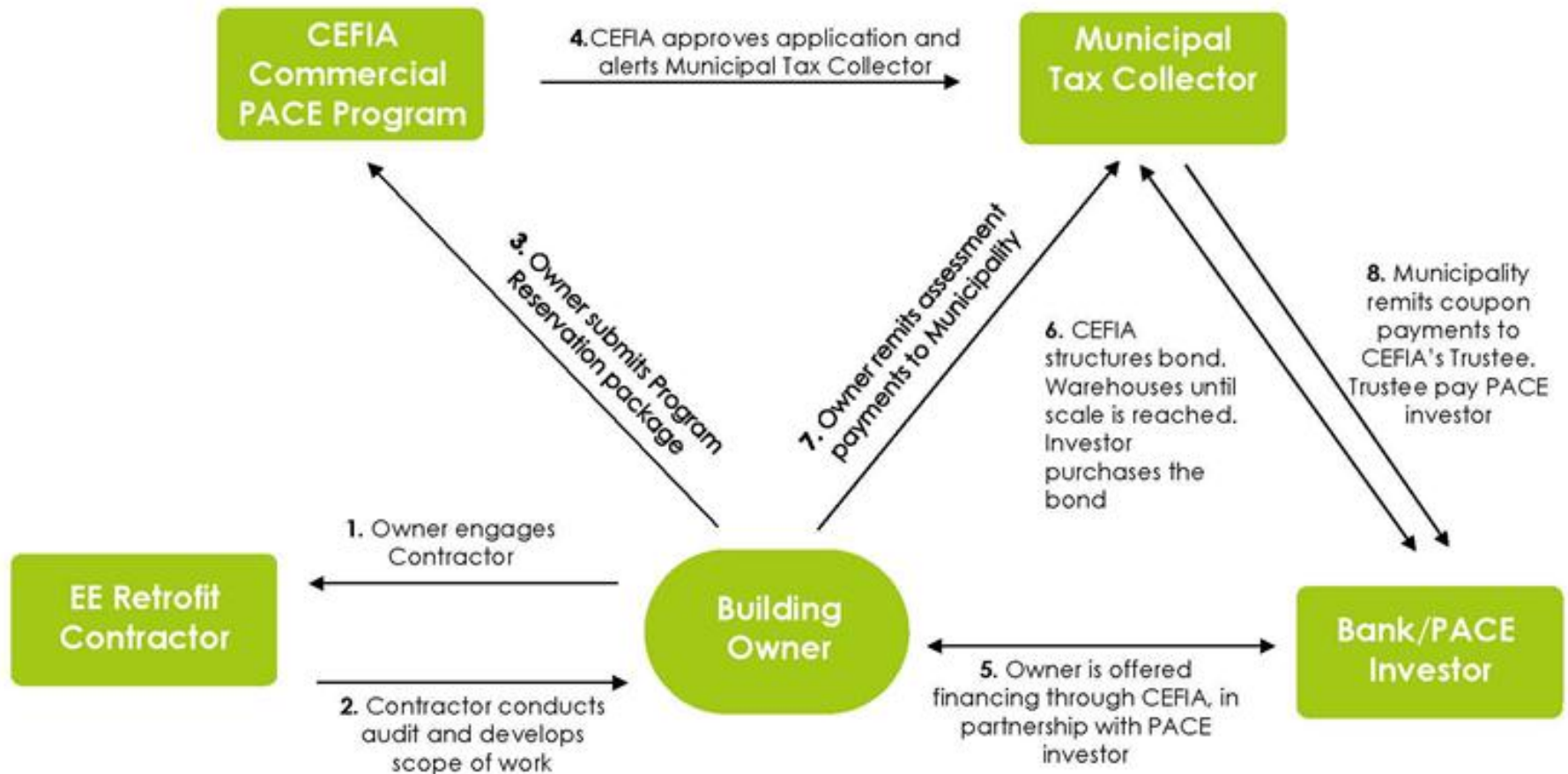


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1. **CEFIA** – designs guidelines to govern program
2. **Municipality** – opts-in to establish a C-PACE district, enters MOU with CEFIA
3. **Businesses** – local commercial and industrial companies engage contractors who would recommend energy upgrades
4. **CEFIA**– interested property owner seeks approval for energy upgrades from CEFIA, the PACE program administrator
5. **Financing** – using its tools of project aggregation and credit enhancement, CEFIA arranges low cost, long term (10/15/20yr) financing for the energy upgrades
6. **Repayment** – payment of the upgrades through benefit assessment on property tax that stays with the property

Commercial and Industrial Financing Program

C-PACE Financing Mechanics



Commercial and Industrial Financing Program

Designing the Program

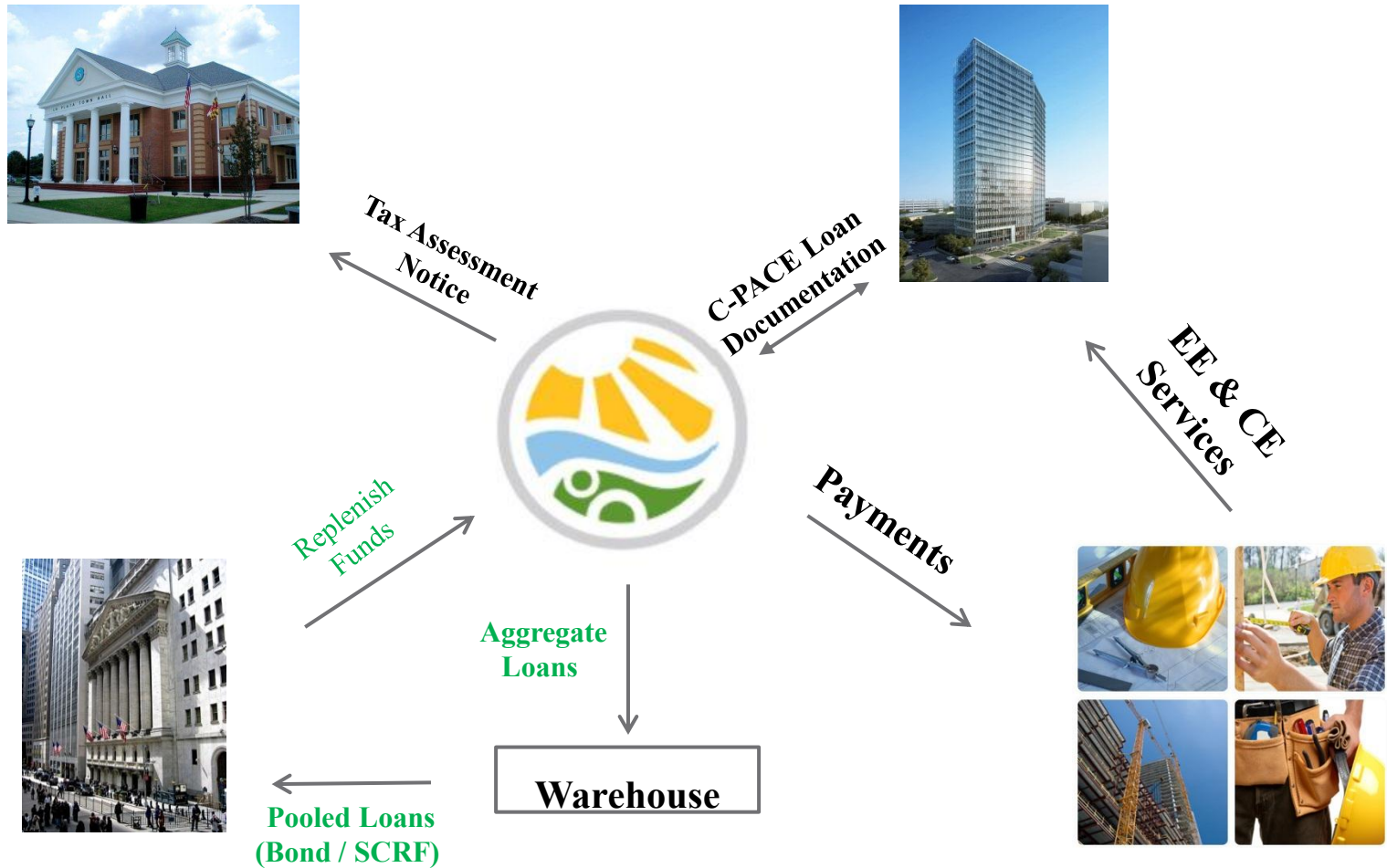


- ▶ **Municipal Working Group***: (1.) streamline and secure participation from municipalities in the CPACE program; (2.) understand tax collection process system
 - ▶ (CT Conference of Municipalities, Bridgeport, West Hartford, Fairfield, Westport, Norwalk, Middletown, Meriden, and New Haven)
- ▶ **Program Guidelines Working Group:**
 - ▶ Eligible Measures Subgroup: review and recommend technical standards (ex: qualified upgrades, audits and auditors)
 - ▶ Financial Standards Subgroup: develop standards to secure lender consent (ex LTV requirements, SIR > 1, upgrades limited to % of property value, clear title, no liens, good credit)
- ▶ **Capital Sourcing Working Group**: to use the power of CEFIA as aggregator of PACE deals and state “green bank” to attract lowest cost capital to program
- ▶ **Marketing, Education, and Outreach Working Group**: to build pipeline of demand for CPACE funded upgrades throughout CT

* Municipal working group is open to all

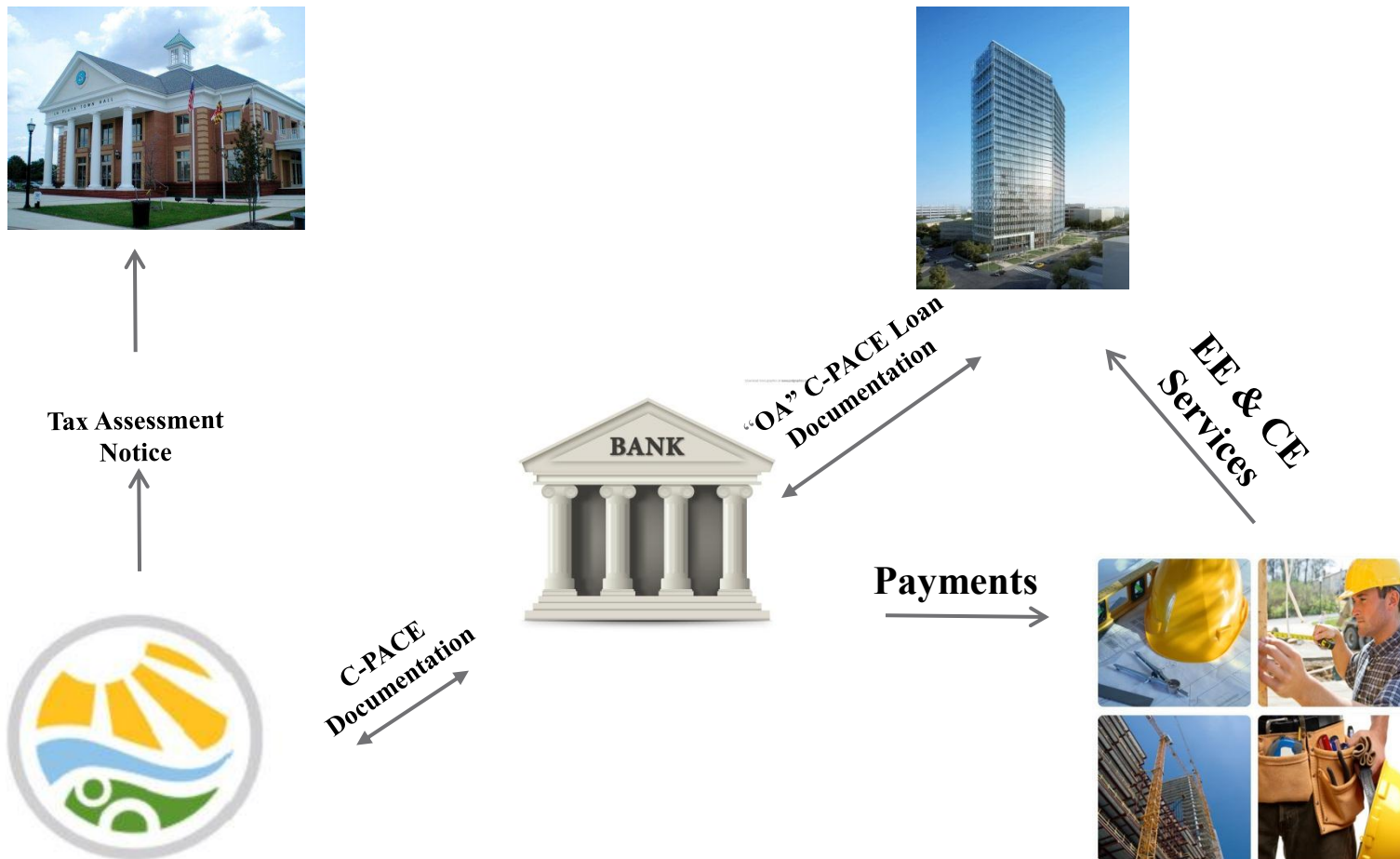
C-PACE Flow of Project Funds

Warehouse & Bond/SCRF



C-PACE Flow of Project Funds

Owner Arranged



C-PACE

Flow of Repayments



Semi-Annual Payments



Payments



Payments



Payments





ROYAL BANK OF SCOTLAND AMERICAS



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PROJECT SUMMARY

TOTAL COST
\$4,862,287.27

ANNUAL BILL SAVINGS
\$862,287.27

ANNUAL ENGERGY SAVINGS
12,081 MWH



Commercial and Industrial Financing Program

Timeline



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- ▶ **Hire C-PACE Director** – August 2012
- ▶ **Develop guidelines** – September 2012
- ▶ **Secure Agreements with municipalities** – Fall 2012 (ongoing)
- ▶ **Developing a pipeline of projects** – Fall 2012 and Winter 2013 (ongoing)
- ▶ **Establish program procedures and application process** – Winter 2013
- ▶ **Close “Pre-Launch” Transactions** – December 2012 (!)
- ▶ **Raise capital** – Fall 2012 and Winter 2013 (ongoing)
- ▶ **Launch program** – January 2013

Institutional Financing Programs

Programs in Implementation



- ▶ **Lead by Example** – reduce energy consumption by 10% by 2013 and 20% by 2018 in state facilities. Provide assistance to municipalities to implement with energy savings performance contracts.
- ▶ **Campus Efficiency Now** – work with an association (CCIC) to attract and build demand for energy efficiency measures and demonstrate the use of an energy savings agreement to finance projects.
- ▶ **CHFA/HUD** – work with state housing authority and HUD to drive comprehensive program in energy efficiency for multifamily housing (including fuel switching) using combination of CEFIA/HUD/CHFA + Private Capital

Grid and Infrastructure Financing Programs

Programs in Development



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- ▶ **Wind Farm** – support the development of a 5.4 MW wind farm using three GE turbines in Colebrook
- ▶ **Fuel Cells** – support the development of a 15 MW fuel cell farm using FCE fuel cells in Bridgeport
- ▶ **Natural Gas** – work with DEEP to determine a pathway for the financing of a more energy efficient natural gas infrastructure in Connecticut. Deploy renewable energy (e.g. ground source heat pumps, solar thermal hot water, etc.) where natural gas infrastructure is economically unfeasible.



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #7

Deployment Committee

Updates and Recommendations for Approval

July 27, 2012

Financing Program

Campus Efficiency Now



- ▶ **Type of Program** – Loan Facility
- ▶ **Policy Basis**
 - ❖ **PA 11-80** – consistent with public policy direction of PA 11-80 (i.e., use financing to support, promote and stimulate demand for clean energy investment)
 - ❖ **IRP** – supportive of the Integrated Resource Plan to deliver cost-effective energy efficiency and availability of financing through CEFIA programs
 - ❖ **Comprehensive Plan** – an integral component of CEFIA’s Comprehensive Plan – (a) a financing program; (b) support energy efficiency in not-for-profit / MUSH sector
- ▶ **Sector Focus** – colleges and universities with application to wider non-profit market for municipalities, schools and hospitals
- ▶ **Strategic Selection** – partnership with Connecticut Conference of Independent Colleges (CCIC) and GreenerU

Campus Efficiency Now Goals

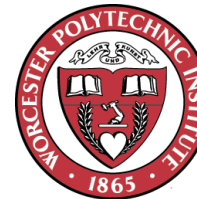


- ▶ **Pilot an innovative financing approach** – use an energy savings agreement (ESA) to accelerate cost-effective energy efficiency actions (Note – CEFIA will have access to use all data from the pilot program)
- ▶ **Grow the financing model to other sectors** – take the proven ESA model and apply it to other colleges and universities as well as non-profit MUSH market organizations
- ▶ **Expand access to capital** – identify deeper and larger energy efficiency measures along the way and attract greater capital investment (i.e. through tax exempt bond financing and the use of the Special Capital Reserve Fund with the Connecticut Health and Educational Facilities Authority)

Campus Efficiency Now Strategic Partners

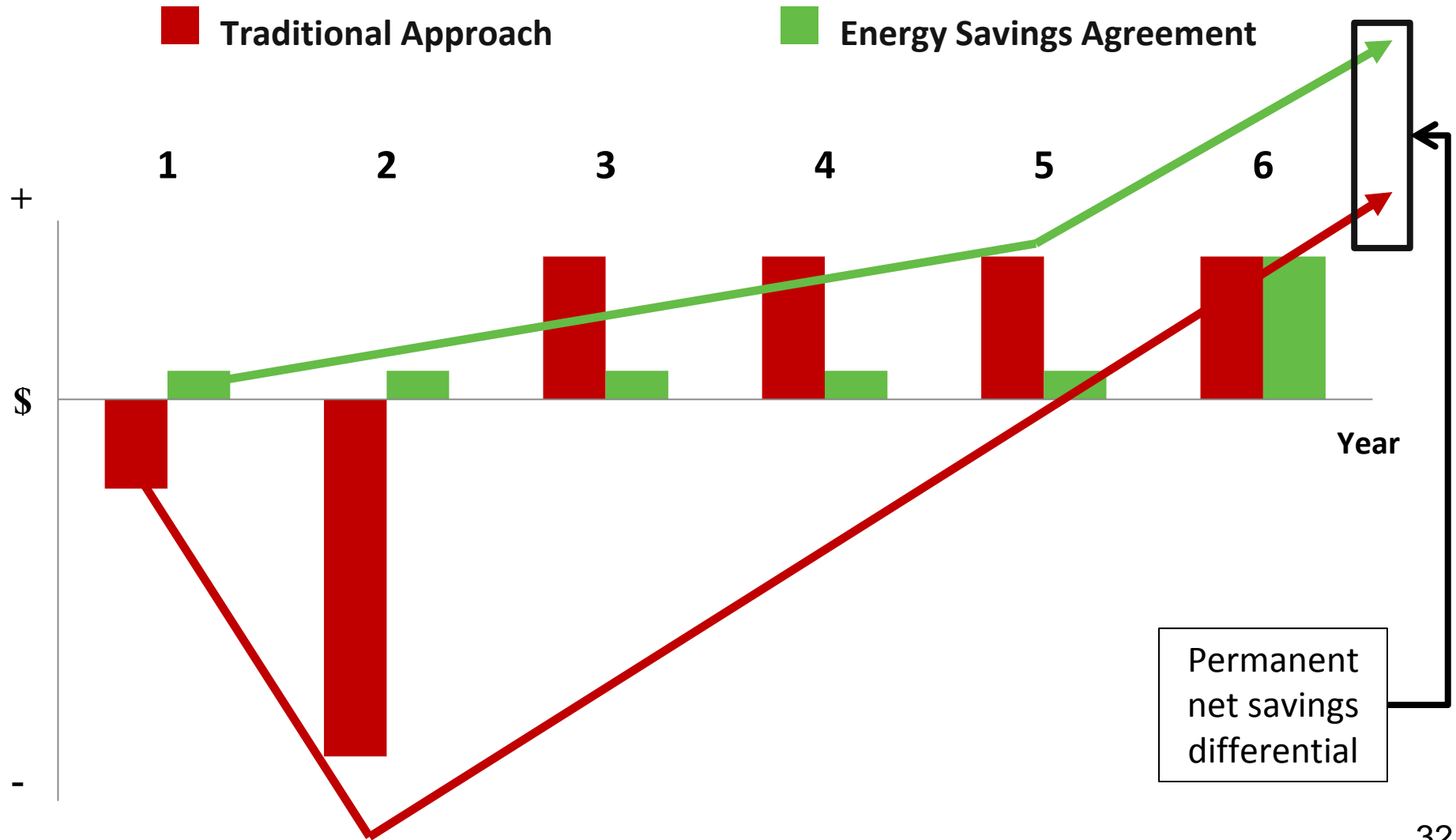


Customer Aggregation



Customer Experience

Campus Efficiency Now Energy Savings Agreement



Campus Efficiency Now

How It Works



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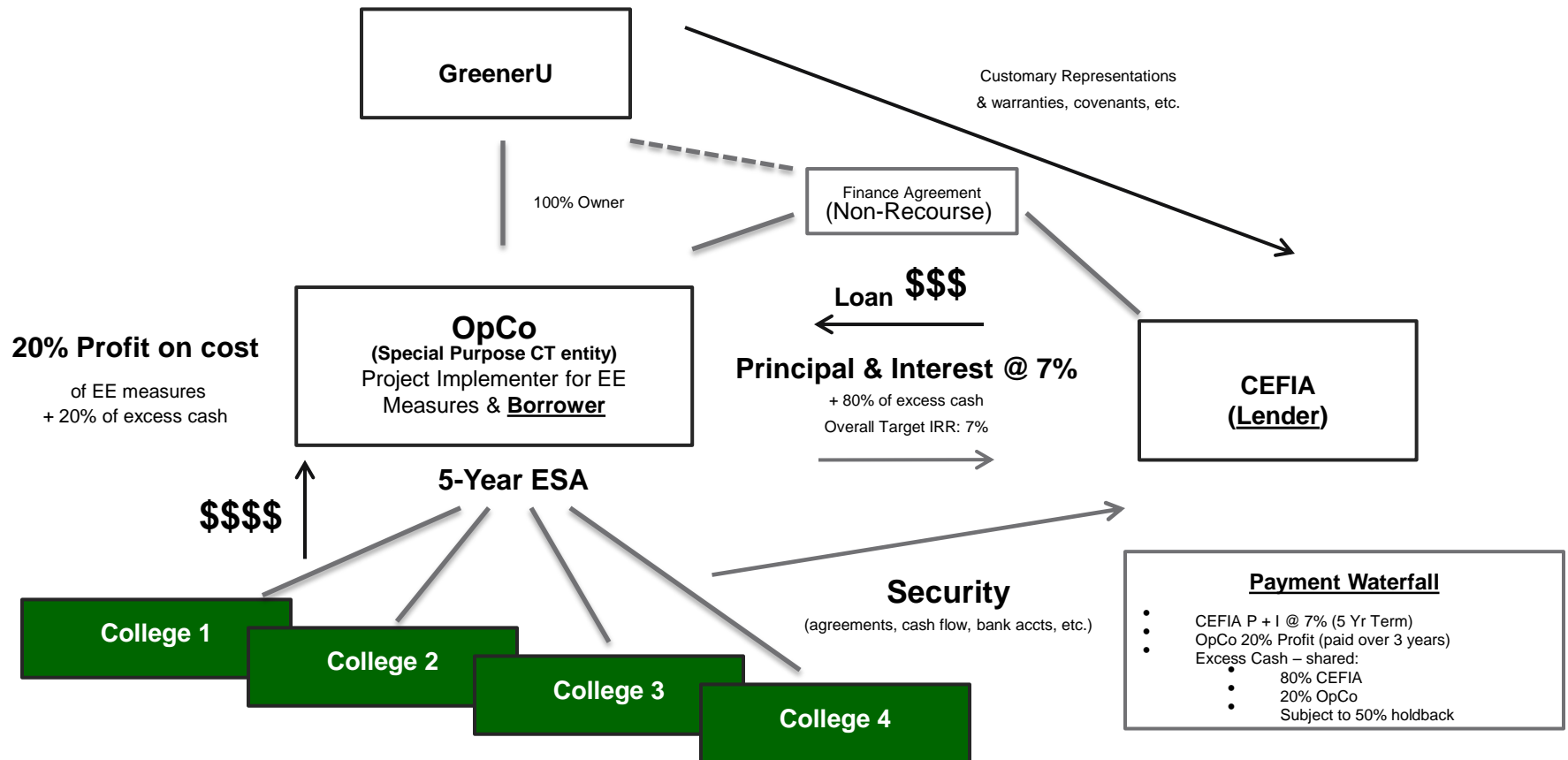
▶ **Participating Organizations through CCIC**

- ❖ No upfront funding needed from selected participants
- ❖ Quick implementation of energy efficiency measures
- ❖ Limited time requirement from facility staff
- ❖ Participating colleges pay 80% of the savings generated for 5 years – at the end of 5-years they own the equipment with no further payment obligation

▶ **Financing the Pilot with GreenerU**

- ❖ Loan facility of \$1,000,000 – initial loan of \$500,000 with supplemental loan of \$500,000 subject to CEFIA approval – both available for 18 months from closing
- ❖ Loan advances per project up to an aggregate of \$300,000 per participant
- ❖ Projects meet agreed upon criteria CEFIA approval required
- ❖ Loans staged at 50-40-10
- ❖ CEFIA holds a security interest in assets of SPV that holds the ESAs

Campus Efficiency Now Deal Structure – Loan Facility



Campus Efficiency Now

Connecticut Content



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- ▶ CT subsidiary of GreenerU
- ▶ 30-50% of project cost → trade labor (most CT-based)

► Strategic Selection and Award

- ❖ CEN Pilot Program with GreenerU meets the requirements for Strategic Selection and Award pursuant to Section XII of CEFIA's Operating Procedure
 - ❖ **Special Capabilities:** CCIC and GreenerU together provide the Campus Efficiency Now project with exceptional experience and expertise that will contribute to its implementation and success.
 - ❖ **Uniqueness:** Campus Efficiency Now presents a unique opportunity to demonstrate an innovative new financing model on Connecticut's campuses by testing the application of an energy savings agreement.
 - ❖ **Strategic Importance:** Campus Efficiency Now is strategically important because universities tend to "lead by example" – engaging them in this program will not only serve to attract others given its visibility, but it will also deliver strong economic and environmental benefits and positive public relations value.
 - ❖ **Urgency and Timeliness:** CCIC has generated a great deal of interest among its member universities for the Campus Efficiency Now program, and five universities have already expressed a desire to participate in the pilot program.
 - ❖ **Multiphase Project:** It is envisioned that the success of this project will include multiple steps that will bring in other colleges and universities, increase the types of clean energy measures undertaken by them, and attract other sources of capital.

► Recommendations to the Board of Directors

- ❖ Selection of GreenerU and a to be established wholly owned Connecticut subsidiary of GreenerU (“OpCo”) as program partners for Campus Efficiency Now pilot program
- ❖ Strategic Selection and Award pursuant to Operating Procedures Section XII of its partners – CCIC and GreenerU
- ❖ Enter into a term sheet and definitive legal documentation between CEFIA and GreenerU to make loans to OpCo in an aggregate amount not to exceed \$1,000,000 for loan advances for a period of up to 18 months to implement energy savings measures that are repaid over a 5-year term at an annual effective yield of 7.00% through the ESA



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #8

Budget and Operations Committee

Updates and Recommendations for Approval

July 27, 2012



- ▶ **Employee Handbook** – enable chief of staff to share personnel-related responsibilities with the President and CEO and revision of e-mail disclaimer
- ▶ **Director of C-PACE Position Description** – operating procedure requirement for board to approve of director-level and above position descriptions



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #9

Technology Innovations Committee

Update

July 27, 2012



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #10

Audit, Compliance and Governance Committee

Update

July 27, 2012



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Board of Directors of the Clean Energy Finance and Investment Authority

Agenda Item #11

Adjourn

July 27, 2012



Market Watch Report

Residential Solar Investment Program

Program Data as of 13-Jul-2012

The Weekly Market Watch Report provides up-to-date information on how the Residential Solar Investment Program is performing. This program provides Connecticut residents with incentives to make smart investments and save money on their electric bills.

The Clean Energy Finance and Investment Authority now offers two different incentive models to help customers. The first model (Rebate) supports residential consumers who seek to purchase a solar PV system. The second model (PBI) is a third-party financing model designed to allow consumers access to solar PV systems with no or limited up-front costs.

Learn more at:
www.ctcleanenergy.com/solarhome

Executive Summary

- Installed Costs Decreasing – overall installed costs are down by 7% from Step 1 to Step 2 – 8% reduction from EPBB yet a 3% increase from PBI
- Incentive Levels Decreasing – incentives per kW are down by 4% from Step 1 to Step 2 – 8% reduction from EPBB yet a 2% increase from PBI
- Competition Increasing – percentage of total application approvals for PBI versus EPBB projects is up from 8% in Step 1 to 33% in Step 2

Please visit our Facebook page for an announcement on the new improved Market Watch report and follow us to see related stories on solar PV deployment in Connecticut.

Step 2 - Effective 5/18/2012	Rebate	PBI	Total	Average
Applications Received	97	47	144	
Applications Approved	90	45	135	
Applications In Progress	12	0	12	
Applications Completed	2	0	2	
Total Cost	\$2,948,250	\$1,604,240	\$4,552,489	
Total kW STC	599	326.8	925.8	
Average System Size kW STC	6.7	7.3		6.9
Cost / kW STC	\$4,922	\$4,909		\$4,917
Average Total Cost	\$32,758	\$35,650		\$33,722
Total Incentive Amount	\$971,219	\$608,622	\$1,579,841	
Incentive / kW STC	\$1,621	\$1,862		\$1,706
ZREC Equivalent Incentive Price	\$0.11	\$0.11		
Rooftop Solar Capacity Remaining	2,201.00 kW	2,473.20 kW	4,674.20 kW	

Applications Received – the total number of applications submitted by installers and received by CEFA through PowerClerk.

Applications Approved – the total number of applications received and approved by CEFA staff for project incentives.

Applications In Progress – the total number of projects that have received 60% in upfront incentives for delivery of materials to the site.

Applications Completed – the total number of projects that have received 100% in incentives after inspection and completion of the project.

ZREC Equivalent Incentive Price - Given the total system cost, total incentive and total capacity (stc) of all Approved applications, the ZREC Equivalent Price is determined by calculating the net present ZREC Equivalent Price from a 15 years stream of payments that equals net present value of CEFA's incentive.

About the Clean Energy Finance and Investment Authority

CEFIA was established by Connecticut's General Assembly on July 1, 2011 as a part of Public Act 11-80. This new quasi-public agency supersedes the former Connecticut Clean Energy Fund. CEFIA's mission is to help ensure Connecticut's energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments. As the nation's first full-scale clean energy finance authority, CEFIA will leverage public and private funds to drive investment and scale-up clean energy deployment in Connecticut.

Historical Program Data (Previous Steps)

Step 1 - Fully Subscribed	Rebate	PBI	Total	Average
Applications Received	174	16	190	
Applications Approved	174	16	190	
Applications In Progress	31	0	31	
Applications Completed	30	0	30	
Total Cost	\$6,112,137	\$594,599	\$6,706,735	
Total kW STC	1,141.00	124.9	1,266.00	
Average System Size kW STC	6.6	7.8		6.7
Cost / kW STC	\$5,357	\$4,759		\$5,298
Average Total Cost	\$35,127	\$37,162		\$35,299
Total Incentive Amount	\$2,020,704	\$229,165	\$2,249,869	
Incentive / kW STC	\$1,771	\$1,834		\$1,777
ZREC Equivalent Incentive Price	\$0.12	\$0.11		

Based on estimated lifetime system production under Step 1, current residential deployment represents an average levelized cost of solar energy within the range of \$0.223 - \$0.240 / kWh. Of that total, CEFIA's support accounts for \$0.074 - \$0.085 / kWh.

Environmental Factors - Calculated based upon all Approved Applications

Lifetime CO ₂ Reduction	Lifetime NO _x Reduction	Lifetime SO ₂ Reduction	Annual Cars off the Road	Equivalent Acres of Trees Planted
54,007,383 lbs.	24,478 lbs.	22,395 lbs.	180	360





Memo

To: Board of Directors, Clean Energy Finance and Investment Authority
From: Bryan Garcia and Bert Hunter, on behalf of the Deployment Committee
Date: July 20, 2012
Re: Proposal to enter into a strategic and collaborative energy efficiency pilot financing program with the Connecticut Conference of Independent Colleges, and GreenerU, Inc.

Note – this proposal has not yet been approved by the Deployment Committee. The Deployment Committee will review this proposal on Monday, July 23, 2012. Should the Deployment Committee decide to move forward with this proposal, they will make a recommendation to the Board of Directors for a loan facility in respect of the Campus Efficiency Now program pursuant to a Strategic Selection and Award. This memo is subject to change.

SUMMARY

This proposal outlines a strategic and collaborative energy efficiency (EE) pilot financing program involving the Connecticut Conference of Independent Colleges (CCIC), the Clean Energy Finance and Investment Authority (CEFIA) and GreenerU, Inc. (GreenerU). The pilot program has been designed both to 1) help CCIC member colleges address EE opportunities and implement operational improvements and capital retrofits (“Projects”) without having to pay upfront costs or identify funding sources, and 2) assist CEFIA in developing innovative, scalable financing approaches that take advantage of third party financing.

RATIONALE

Making college buildings and campuses more energy efficient in order to reduce energy costs and make a school more sustainable is an attractive goal consistent with CEFIA’s Comprehensive Plan and the 2012 Integrated Resource Plan for Connecticut. The proposed program offers a good return on investment, projects are expected to be paid for through the energy savings of the implemented Projects, deferred maintenance can be addressed, and schools reduce their greenhouse gas emissions. Although all CCIC colleges have invested in EE at some level, it has been difficult to achieve the full potential of what can be done on most college campuses.

In working with colleges throughout the Northeast, GreenerU has determined that the most frequently cited reasons for not undertaking a more aggressive EE implementation program are 1) “**bandwidth**”, or the lack of staff availability to identify opportunities, assemble projects, and carry them out; and 2) **funding**: (a) in view of tight operating budgets at most schools, funding for EE is difficult and (b) most often funding for EE measures requires incurring debt for hundreds of thousands of dollars – and more. Getting approval for loans of such magnitude is a time-consuming process for strained operational staff.

The pilot program - called **Campus Efficiency Now ("CEN")** - will finance projects aimed at generating financial savings by improving the energy efficiency of buildings located on CCIC-member campuses through the implementation of the Projects. CEFIA would provide up to \$1 million in financing to be repaid by the participating CCIC member schools, not by loans, but by using the savings generated by the Projects under a five-year energy savings agreement. The financing for the pilot would cover approximately 3 to 5 Projects and is anticipated to generate a 7% internal rate of return.

PILOT FINANCE PROGRAM

GreenerU is proposing a pilot EE implementation and financing program that provides a creative way to overcome the obstacles mentioned above. The program would initially include three to five CCIC colleges,¹ but this number could be expanded once the proof of concept has been demonstrated.

The pilot program would be designed around the following concepts:

Proposal For the CCIC Colleges (for summary, see Attachment DD2)

- 1) No up-front funding is needed from the participating CCIC colleges.
- 2) EE programs can be implemented quickly by GreenerU – usually within 3 or 4 months.
- 3) The EE measures do not require substantial college facilities staff time.
- 4) Colleges pay for discounted energy savings, not up-front installation and implementation costs, using an energy savings agreement concept, with the payment to GreenerU (which repays CEFIA's financing) equal to 80% of the savings generated .
- 5) At the end of a 5 year term, the colleges own the EE measures, with no further obligation.

Financing by CEFIA for the CCIC Pilot Program with GreenerU (See Attachment 1 – Term Sheet)

- 1) Total loan facility of \$1,000,000;
 - a. Initial loan availability: \$500,000 for a period up to 18 months from closing;
 - b. Supplemental loan availability: \$500,000 subject to acceptable financial condition of GreenerU; available for a period terminating 18 months from the initial closing date.
- 2) Loan advances are “per project school” limited to an aggregate expenditure of \$300,000 per school unless otherwise agreed by GreenerU and CEFIA and shall have a scheduled repayment (not more than quarterly) over five (5) years at a yield of 7% per annum. The financing agreement will entitle CEFIA to 80% of excess cash flow.
- 3) Projects shall meet pre-agreed criteria, including but not limited to:
 - a. CCIC member school for facilities in CT;
 - b. Execution of standard GreenerU service agreement approved by CEFIA;
 - c. Utilize proven technology & equipment;
 - d. Satisfactory performance of existing CCIC/GreenerU project portfolio.
- 4) Loan advances shall be staged: 50% - 5 days following CEFIA approval; 40% at “mid-completion”; 10% at completion.
- 5) CEFIA to have a security interest in all assets of SPV established to hold the service contracts so as to ensure CEFIA has a security right in (i) all bank accounts of SPV; (ii) the project service agreements noted in 3(b) above; and the stream of payments due under such agreements.

Expanding on these organizing concepts, the pilot program can be summarized in the following way. GreenerU would work with the colleges in several buildings, performing retrocommissioning services and improving the EE of the buildings through the installation of energy measures that the colleges approve. The colleges do not need to fund the energy installations. Rather, the pilot program is built on the

¹ Connecticut College, Mitchell College, Saint Joseph College, University of Hartford and the University of New Haven have agreed to participate in Campus Efficiency Now

success story of the solar industry's power purchase agreement approach, in which the schools agree to pay for energy savings – or negawatts² – at discounted levels.

In implementing the program, GreenerU and CEFIA would structure five year contracts with the colleges, premised on careful verification of energy savings. GreenerU presents the completed Energy Savings Agreement (ESA) together with the project proposal including information in sufficient detail to enable CEFIA to confirm (a) the eligibility of the project in accordance with agreed project criteria (as contained in the term sheet which will be memorialized in the Financing Agreement), (b) sufficient detail concerning all costs and projected savings so as to demonstrate that the proposed project will meet or exceed CEFIA's rate of return criteria, and (c) confirmation of any representations and warranties, compliance with covenants, etc., that are conditions precedent to each loan advance. The approved project loans by CEFIA to the to be incorporated subsidiary of GreenerU ("OpCo") will enable OpCo to finance the cost of the EE measures. During the 5-year term of the ESA, the colleges will pay 80% of the value of the savings to OpCo, which, in turn, will repay the loan made by CEFIA. To the extent there is excess cash from the savings generated after the operating expenses of OpCo, CEFIA's loan repayments and OpCo's profit, such excess shall be shared 80% by CEFIA and 20% by OpCo (GreenerU). When the term is up at the end of the five year contract, the colleges own the installed EE measures, with no further payment obligations for continuing energy savings. In addition, the schools do not incur any performance risk with respect to the Project's ability to successfully deliver energy savings.

GreenerU would work with the schools in implementing the retrocommissioning program, performing rigorous diagnostics and testing in carrying out the EE measures as well as in verifying energy savings. Additionally, through the use of the financing approach that will be used, college administrators do not need to identify the funding necessary to undertake this next level of EE progress on their campus.

CCIC & CEFIA

Under the proposed initiative, selected member colleges of the CCIC would participate in a CEFIA backed financing program that could grow significantly in the coming years. CCIC would assist GreenerU and CEFIA in identifying initial colleges (See **Attachment 3**) that may be interested in participating in the pilot program, and meetings would be set up with appropriate college officials from those schools. Once the colleges are selected, GreenerU will work with the schools to determine which buildings would be included in the program and undertake the initial retrocommissioning work. CCIC and CEFIA have executed a memorandum of understanding to work together to support Connecticut's colleges and universities pursuit of cleaner, cheaper and more reliable sources of energy (See **Attachment 4**).

CEFIA GOALS

Participating with CCIC and GreenerU, this EE pilot program will be consistent with CEFIA's purposes as codified in Section 16-245n(d)(1) of the Connecticut General Statutes (C.G.S.) and CEFIA's Resolution of Purpose as follows:

1. Developing programs to finance and otherwise support clean energy investment in residential, municipal, small business and larger commercial projects and such other programs as CEFIA may determine; and
2. Support, promote and stimulate demand for clean energy investment.

² A negawatt is a unit representing an amount of energy saved (measured in watts). The energy saved is a direct result of energy conservation or increased efficiency delivered by the Project. The term negawatt was originally coined in 1989 by Amory Lovins, the Chief Scientist of the Rocky Mountain Institute.

Moreover, participation in the pilot program will achieve the following goals in support of CEFIA's Comprehensive Plan:

1. Demonstrate innovative financing approaches to accelerate energy efficiency and renewable energy implementation in Connecticut consistent with 2012 Integrated Resource Plan;
2. Prove a new model for financing energy efficiency based on energy savings which would be applicable to other MUSH (municipals – universities – schools – hospitals) buildings;
3. Identify opportunities for larger, more extensive and capital intensive projects, with associated follow-on financing – with the assistance of CHEFA – for deeper and larger capital retrofits which may ultimately be financed using the Special Capital Reserve Fund.

It should be mentioned that while this proposal is designed as a **Phase I** EE initiative, to help catalyze initial EE action on college campuses, it will in many cases be an important precursor in assisting colleges move to **larger scale Phase II** efficiency projects that are likely to include multi-million dollar installation programs. This summary does not address the larger Phase II implementation, but it is understood that innovative financing, with CEFIA's assistance, could be involved here as well, helping CCIC colleges to become more energy efficient and further reducing their utility costs and carbon emissions.

DUE DILIGENCE

Initial feedback from members of the Deployment Committee as well as further due diligence by CEFIA, centered around the following key areas:

- **Can energy savings be sold profitably as a service?** – ESCOs (Energy Service Companies) such as Johnson Controls, Chevron Energy Solutions, Trane, Carrier, Siemens, TAC, Ameresco, Noresco, have been doing this as a form of capital lease successfully for years. The ESCO market is a multi-billion dollar per year business with strong growth in recent years. Low capital cost/high service content projects and low cost of capital makes it much easier to offer the energy savings as a service. As a result of additional due diligence and discussion with GreenerU:
 - Projects will be submitted in advance to CEFIA for review before funding is approved;
 - Contracts with the CCIC schools will have specific, verifiable energy measures and will contain adjustment provisions for material changes in building use and weather;
 - Funding repayment will cover CEFIA's set-up and documentation costs first before any profit is distributable to GreenerU for their work so as to enhance CEFIA's returns.
- **How does GreenerU get paid?** – GreenerU expects to earn a 20% profit margin based on the difference between the payment for savings by the client and the cost of the Project. This is the same cash flow as will repay CEFIA's financing. Studies by Evan Mills of the Lawrence Berkeley National Laboratories support an average annual energy savings of 15% for recommissioned existing buildings. GreenerU's experience indicates that, even if the client pays only 80% of what they would have paid for the energy saved, the revenue to GreenerU over five years will be substantially greater than the cost of providing the EE services and equipment. Although GreenerU had already subordinated their profit to an amortization of CEFIA's returns on a period by period basis, CEFIA insisted that this profit be paid over a 3 year horizon so as to better align CEFIA and GreenerU's interests.

- **Who takes the risk if savings aren't realized?** – The repayment of CEFIA's financing is limited in recourse to the revenues from the energy savings contracts which are the obligation of the CCIC member schools. (See **Attachment 2** for the financial summaries of the initial colleges participating in CEN.) The projects are selected for their combination of (a) relatively low risk, (b) quick completion and (c) relatively short payback so as to ensure achievement of return targets. That being said, GreenerU **first** and CEFIA **second** would suffer reduced payments if the savings aren't realized. With their profit margin at risk for 3 years as well as their existing reputation for delivering promised savings, GreenerU has significant incentives to deliver projects that will satisfy the target return criteria.
- **What risk is GreenerU taking?** – At risk for GreenerU are (a) its development costs on their portfolio of selected investments (which do not get funded if CEFIA rejects projects, which CEFIA is able to do if (i) a project does not meet or exceed agreed criteria or (ii) initial projects do not perform as anticipated), (b) GreenerU's profit margin (subordinated to CEFIA's returns) and (c) its professional reputation (which – to date – is excellent according to due diligence conducted by CEFIA – attached hereto). CEFIA believes these risks are material and sufficient to incentivize GreenerU to present to the pilot program Projects that will be successful and attain the target return criteria.
- **What are the expected sources of capital other than CEFIA?** – For the pilot program, only CEFIA will be contributing capital and GreenerU will be advancing development costs before the Projects are approved by CEFIA.
- **What is CEFIA counsel's opinion of the legality of the Special Purpose Investment Vehicle (SPV) that will be holding all the contracts? And when will this be created?** – The SPV will be a CT subsidiary of GreenerU and, as such, will be separate from the risks associated with GreenerU and its other unrelated (i.e., non-CEN) businesses. CEFIA will have security in the underlying contracts as well as a lien on the collecting point bank account(s). CEFIA will maintain the right to have the GreenerU income stream from the Projects and the individual Project contracts assigned to CEFIA if Greener U is in financial distress. Contrary to previous concepts for the financing *CEFIA will not have any ownership interest in the SPV but will only have a financing relationship with the SPV.* The SPV will be formed soon after CEFIA's Board approves the pilot program – establishing a company like this takes only a few days.
- **Why set up an SPV? For the pilot, would it be easier to lend directly to the universities?** – Universities do not want to incur debt for these projects – this is one of the factors impeding uptake of the EE measures. Accordingly, an energy savings contract structure is being utilized with no loan burden for the university, only the obligation through a service contract to pay for 80% of the savings realized. This innovative structure will increase the uptake of measures and, CEFIA and GreenerU believe, lead ultimately to deeper retrofits.
- **How do we handle the conflict of interest presented by GreenerU being the general partner of the fund and therefore managing themselves as the contractor?** – In response to these and other issues raised by CEFIA staff and outside counsel (Shipman & Goodwin), the structure no longer uses a “fund” concept but rather a financing arrangement between CEFIA and GreenerU. Additionally, CEFIA insisted that not only must prospective Projects meet certain specific criteria, but also CEFIA will have to review and approve each Project **before** CEFIA advances any funds for the Project. Also, CEFIA insisted that the funds for Projects be advanced in stages: 50% following CEFIA approval and CCIC member execution of all contracts, 40% midway through the project (affording CEFIA the opportunity to inspect the work in progress), and

10% after Project completion. These provisions limit CEFIA project risks while enabling GreenerU the flexibility to commence and complete the Projects.

- **Are State procurement laws and CEFIA by-laws being followed** – Absolutely – the transaction must conform to all CEFIA/CT State requirements.

CEFIA is appreciative of the comments and suggestions received to date from the Deployment Committee which, together with CEFIA's internal analysis and restructuring of the pilot program, greatly strengthen the program from CEFIA's perspective.

Complete due diligence is attached to this memorandum (See **Attachments DD1 – DD8**), including management background, shareholders (including National Grid, an independent electricity and gas company with \$75 billion in assets and in excess of \$3 billion in income annually and Casella, an integrated regional solid waste services company (\$500 million annual revenues) that provides collection, transfer, disposal, recycling and resource management services to residential, industrial and commercial customers, primarily throughout the eastern United States, financial statements, and reference checks in respect of retrocommissioning work accomplished by GreenerU at several universities.

STRATEGIC SELECTION

CEFIA staff believes the CEN Pilot Program with GreenerU meets the requirements for Strategic Selection and Award pursuant to Section XII of CEFIA's Operating Procedures for the following reasons:

- **Special Capabilities:** The president of CCIC is a recognized authority with the skills and expertise to coordinate facility personnel of academic institutions. CCIC's special capability is creating and aggregating demand for clean energy projects from Connecticut's independent colleges and universities. The principals of GreenerU have had several years of experience with EE projects at universities in New England. They have a particular focus on helping academic institutions identify and pursue actions towards campus-wide sustainability and have demonstrated strong success with EE projects. CCIC and GreenerU together provide the Campus Efficiency Now project with exceptional experience and expertise that will contribute to its implementation and success.
- **Uniqueness:** Campus Efficiency Now presents a unique opportunity to demonstrate an innovative new financing model on Connecticut's campuses by testing the application of an energy savings agreement. The one-of-a-kind partnership opportunity with Connecticut's independent colleges and universities through CCIC and the focus on sustainability and support of actions on EE by GreenerU, will test out a new model for financing clean energy that has the potential for attracting private capital and as well as opening up new markets for clean energy (i.e. municipalities, hospitals, etc.).
- **Strategic Importance:** Campus Efficiency Now is strategically important because the non-profit market for clean energy deployment represents an opportunity to demonstrate how innovative financing programs can be applied without any upfront costs to the end-user. Given that universities tend to "lead by example," engaging them in this program will not only serve to attract others given its visibility, but it will also deliver strong economic and environmental benefits and positive public relations value.

- **Urgency and Timeliness:** CCIC has generated a great deal of interest among its member universities for the Campus Efficiency Now program, and five universities have already expressed a desire to participate in the pilot program. As experience has taught us, creating a similar opportunity to reach the same level of readiness would take an extraordinary amount of time. This project is ready to go.
- **Multiphase Project; Follow-on Investment:** Although the pilot project is not currently a follow-on investment, it is envisioned that the success of this project will include multiple steps that will bring in other colleges and universities, increase the types of clean energy measures undertaken by them, and attract other sources of capital (i.e. tax exempt bond financing and the use of the Special Capital Reserve Fund).

PROPOSAL

The President and the CIO hereby RECOMMEND:

1. That the Deployment Committee recommend to the CEFIA Board of Directors the selection of GreenerU, Inc. (“GreenerU”) and a to be established wholly owned Connecticut subsidiary of GreenerU (“OpCo”) as program partners for the Campus Efficiency Now pilot program as a Strategic Selection and Award pursuant to the CEFIA Operating Procedures Section XII given the uniqueness, special capabilities and strategic importance of its partners (i.e. Connecticut Conference of Independent Colleges (“CCIC”) and GreenerU) as well as its timeliness and potential for a multi-phase follow-on investment in clean energy for Connecticut’s colleges and universities; and
2. That the Deployment Committee recommend to the CEFIA Board of Directors that the Board of Directors grant its approval for CEFIA to enter into a Term Sheet (per **Attachment 1**) and definitive documentation with GreenerU, whereby CEFIA would make loans to OpCo in an aggregate amount not to exceed \$1 million (under a loan facility to be available for loan advances for a period of up to 18 months from transaction closing). The loan advances are for the purpose of enabling OpCo to implement clean energy projects at CCIC member colleges and universities. The loans will be repaid to CEFIA with interest at an annual effective yield of 7.00% over a 5-year term utilizing cash flows derived from payments by the CCIC participating college and universities under Energy Savings Agreements (“ESAs”) of equivalent duration and a target internal rate of return for CEFIA of 7.00%, with such loans being limited in recourse to the cash flows derived from the ESAs.

RESOLUTION (Subject to Change)

WHEREAS, the Clean Energy Finance and Investment Authority (CEFIA) and the Connecticut Conference of Independent Colleges (CCIC) both recognize the benefits of cooperation in accelerating energy efficiency and renewable energy implementation in Connecticut, resulting in cleaner, cheaper and more reliable sources of energy and have engaged in a memorandum of understanding to support such cooperation;

WHEREAS, it is CEFIA’s intention to assist CCIC in helping its members to meet goals for clean energy by providing educational opportunities about the clean energy marketplace and tailored financial products for its members to support building upgrades through the work of qualified contractors and service providers to be selected and engaged directly by the CCIC member institutions;

WHEREAS, CEFIA and GreenerU, Inc. (GreenerU) both recognize the benefits of cooperation in accelerating energy efficiency and renewable energy implementation in Connecticut, resulting in cleaner, cheaper and more reliable sources of energy;

WHEREAS, CEFIA and GreenerU desire to execute a term sheet that will lead to definitive legal documentation for a loan finance arrangement in an amount not to exceed one million dollars (\$1,000,000) establishing the pilot Campus Efficiency Now program; and

WHEREAS, the CEFIA Deployment Committee recommends to the CEFIA Board of Directors (1) the selection of GreenerU and a to be established wholly owned Connecticut subsidiary of GreenerU (“OpCo”) as program partners for the Campus Efficiency Now pilot program as a Strategic Selection and Award, and (2) approval for CEFIA to enter into a Term Sheet (per Attachment 1) and definitive documentation with GreenerU whereby CEFIA would make loans to OpCo in an aggregate amount not to exceed \$1 million dollars (\$1,000,000) for the purpose of enabling OpCo to implement clean energy projects at CCIC member colleges and universities.

NOW, therefore be it:

RESOLVED, that the CEFIA Board of Directors approves the selection of GreenerU and OpCo as program partners for the Campus Efficiency Now pilot program as a Strategic Selection and Award pursuant to the CEFIA Operating Procedures Section XII given the uniqueness, special capabilities and strategic importance of its partners (i.e. CCIC and GreenerU) as well as its timeliness and potential for a multi-phase follow-on investment in clean energy for Connecticut’s colleges and universities;

RESOLVED, that the Board of Directors grants approval for CEFIA to enter into a Term Sheet (per Attachment 1) and definitive legal documentation with GreenerU whereby CEFIA would make loans to OpCo in an aggregate amount not to exceed \$1 million dollars (\$1,000,000) (under a loan facility to be available for loan advances for a period of up to 18 months from transaction closing) for the purpose of enabling OpCo to implement clean energy projects at CCIC member colleges and universities. The loans will be repaid to CEFIA with interest over a 5-year term at an annual effective yield of 7.00% utilizing cash flows derived from payments by the CCIC participating college and universities under Energy Savings Agreements (“ESAs”) with OpCo of equivalent duration and a target internal rate of return for CEFIA of 7.00%, with such loans being limited in recourse to the cash flows derived from the ESAs as described in the attached Term Sheet;

RESOLVED, that the Board of Directors action is consistent with CEFIA’s purposes as codified in Section 16-245n(d)(1) of the Connecticut General Statutes, its board approved Resolution of Purposes and CEFIA’s Comprehensive Plan; and

RESOLVED, that the proper CEFIA officers are authorized and empowered to do all other acts and execute and deliver all other documents as they shall deem necessary and desirable to effect this Resolution.



CAMPUS EFFICIENCY NOW

Campus Efficiency Now is an innovative energy and sustainability initiative that provides a cost effective way for Connecticut colleges to reduce energy costs, become more sustainable, and reduce carbon emissions.

Designed as a modular offering, Campus Efficiency Now enables colleges to move forward with energy saving measures that can be implemented quickly. The program combines the best parts of many well-known clean energy transactions in a contract structure that requires no upfront funding by the college. Thus, schools can take meaningful action now in spite of challenging budgetary times.

Campus Efficiency Now is a pilot program developed with the Connecticut Conference of Independent Colleges (CCIC) and the Clean Energy Finance & Investment Authority (CEFIA). In the pilot phase, there will be 3-4 CCIC member colleges participating, with investment funding provided by CEFIA in view of their mission to promote, develop and invest in clean energy and energy efficiency projects. As the nation's first clean energy finance authority, CEFIA will leverage public and private funds to accelerate clean energy investment and deployment in Connecticut.

What is Campus Efficiency Now?

Campus Efficiency Now produces cost savings through the implementation of energy efficiency measures resulting from a process that is highly effective, fast to implement, and non-intrusive to building operations and use. The program is delivered on a building by building basis in combination with appropriate campus outreach and sustainability activities.

How is Campus Efficiency Now delivered?

The Campus Efficiency Now program will be delivered by GreenerU, a company that focuses on providing energy and sustainability solutions to colleges and universities. GreenerU is a leader in its field, specializing in integrating energy and sustainability approaches for colleges that meet the school's specific needs. Its team members have many years of experience in implementing large-scale energy efficiency, cogeneration and renewable energy projects.

In the pilot phase of the Campus Efficiency Now program, GreenerU will work with individual colleges to identify the most cost effective measures that would be appropriate for the energy saving project. Focusing on buildings that would be selected for the program, GreenerU will work through a retrocommissioning process in which it performs rigorous diagnostics and testing, making critical adjustments, and where required, replacing existing mechanical and electrical systems to achieve energy savings.

Campus Efficiency Now will assist in optimizing the energy use and reduce utility costs in the selected buildings. And as mentioned, under the program design utilized here, all of this work - including the investment in energy saving measures - will be undertaken by GreenerU with no upfront cost to the college.

How is Campus Efficiency Now paid for?

The Campus Efficiency Now program is an innovative way for colleges to become more

Upwards of
\$250,000
Invested in
Your College

energy efficient without having to use their own funding. Building on the success that has been achieved in solar energy project financing, the program is based on a modified solar power purchase agreement (PPA). However, where solar PPAs require long agreements (typically 15-20 years) between a solar provider and a customer, the Campus Efficiency Now agreement is a short, 5 year contract to pay for delivered energy efficiency – or “negawatts”ⁱ – at discounted levels.

In paying for these energy savings, the college’s purchase price of the negawatts is set at a rate that is less than the market rates for electricity purchases. In the case of the Efficiency Now agreement, this rate is generally set at 80% of the current market rate for purchase of the supply side energy. In other words, the college buys the negawatts at a 20% discount relative to what the school would have paid for the energy. As part of the program, a rigorous monitoring and verification protocol is utilized to verify the energy savings.

As in the case of solar financing agreements, a participating college only pays for the negawatts that are delivered by the Campus Efficiency Now project. Schools do not pay for any of the costs associated with implementing or delivering the project components, nor do they incur any performance risk with respect to the Efficiency Now project’s ability to successfully deliver negawatts. To underscore this point, as a participating college in the Campus Efficiency Now program, ***schools only pay for efficiency savings - not equipment or installations.*** Each month the college will receive a Campus Efficiency Now statement that documents the negawatts delivered by the project and an associated invoice that factors in the 20% savings. In addition, ***at the end of 5 years, all the energy efficiency improvements belong to the college and no further obligation is due in spite of continued savings.***

Upwards of
\$100,000
Saved by
Your College

Getting started

For the initial pilot program, 3 – 4 CCIC member colleges will be selected to participate in the Campus Efficiency Now program. For those participating schools, GreenerU will begin a three step process that begins with a preliminary feasibility assessment, including data gathering, budgeting, and sustainability goal setting. These Phase I steps culminate in a mutually agreed upon project and the signing of the Campus Efficiency Now agreement. This agreement sets forth the terms under which the project will be installed and operated on the campus and the terms by which the college will pay for the delivered negawatts. This phase can be completed in approximately one to two months.

In Phase II, GreenerU will begin the implementation of the Campus Efficiency Now program components. The timing of this phase will vary based on program size and complexity, but typically lasts 3 to 6 months.

Once the Phase II implementation is completed, the Campus Efficiency Now program will start delivering negawatts, cost savings, and a reduction in carbon emissions to the campus. GreenerU will then monitor the project over the 5 year term of the agreement and provide on-going support as needed to maximize utility savings and the energy and sustainability benefits to the college. At the conclusion of the 5 year term, all of the improvements to the college’s buildings belong to the school with no further payments due.

ⁱ A negawatt is a unit representing an amount of energy saved (measured in watts). The energy saved is a direct result of energy conservation or increased efficiency delivered by the Efficiency+ project. The term negawatt was originally coined in 1989 by Amory Lovins, the Chief Scientist of the Rocky Mountain Institute.

Note: All investment and savings figures contained herein are estimates. Final program size and expected savings to be determined following Phase I activities.



21 Talcott Notch Road, Suite 1, Farmington, Connecticut 06032
Phone: (860) 678-0005 • Fax: (860) 678-0006
www.theccic.org

April 27, 2012

Mr. Bryan Garcia
President and CEO
Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, CT 06067

Dear Bryan:

I am writing in follow-up to our recent meeting on GreenerU's proposal for the Campus Efficiency Now Program. After reviewing the program with a small group of my member colleges, I am pleased to inform you that we would like to move forward with the pilot program with the following institutions:

- Connecticut College
- Saint Joseph College
- University of New Haven
- Mitchell College
- University of Hartford

Each of these schools is interested in participating in this initiative as it represents an innovative way to implement energy efficiency measures on campus. It is my hope that once this pilot program proves its effectiveness, we will be able to attract more investment dollars and additional CCIC member schools will be able to participate. I believe that there will be significant interest from my other members as well as from the pilot participants to grow the program. In addition, there is clearly an appetite to undertake greater energy efficiency implementation on the part of our member colleges and universities and we look forward to finding additional ways to collaborate with CEFIA.

On behalf of the Connecticut Conference of Independent Colleges, I look forward to working with CEFIA and GreenerU on a program that will demonstrate Connecticut's leadership in campus energy efficiency and clean energy finance.

Sincerely,

A handwritten signature in cursive script that reads 'Judith B. Greiman'.

Judith B. Greiman
President

Albertus Magnus College, Connecticut College, Fairfield University, Goodwin College,
Mitchell College, Quinnipiac University, Rensselaer at Hartford, Sacred Heart University, Saint Joseph College, St. Vincent's College,
Trinity College, University of Bridgeport, University of Hartford, University of New Haven, Wesleyan University, Yale University

Connecticut Conference of Independent Colleges (CCIC)

Purpose

Founded in 1932, the Connecticut Conference of Colleges (CCIC) represents sixteen accredited nonprofit independent colleges and universities in Connecticut. These institutions are bound by a common commitment to quality instruction and dedicated to collaborative efforts that strengthen the independent sector of higher education in Connecticut. CCIC serves its member institutions through government relations, public policy development, research analysis, communications and coordinated member services.

The purposes of CCIC are:

- To articulate the public benefit of independent higher education at both the state and national levels and inform public policy decisions relating to the interests of member institutions;
- To meet the workforce needs and enhance the economy of Connecticut by collaborating with the business community on the development of statewide and institutional programs and activities that promote academic excellence and opportunities for growth;
- To preserve the autonomy and independence of CCIC member colleges and universities; and,
- To facilitate cooperative efforts among member institutions aimed at improving services or reducing costs.

Membership

The presidents of member institutions comprise the CCIC Board. The following institutions are members of CCIC:

Albertus Magnus College
Connecticut College
Fairfield University
Goodwin College
Mitchell College
Quinnipiac University
Rensselaer at Hartford
Sacred Heart University
Saint Joseph College
Saint Vincent's College
Trinity College
University of Bridgeport
University of Hartford
University of New Haven
Wesleyan University
Yale University

**MEMORANDUM OF UNDERSTANDING
RE
CLEAN ENERGY IMPLEMENTATION AT
CONNECTICUT INDEPENDENT COLLEGES AND UNIVERSITIES**

This Memorandum of Understanding (MOU), effective as of July 1, 2012, is made and entered between the Clean Energy Finance and Investment Authority (CEFIA) and the Connecticut Conference of Independent Colleges (CCIC) dated June 30, 2012. CEFIA and CCIC may be referred to as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, CEFIA and CCIC both recognize the benefits of cooperation in accelerating energy efficiency and renewable energy implementation in Connecticut, resulting in cleaner, cheaper and more reliable sources of energy;

WHEREAS, CCIC and its member institutions and CEFIA will work together and with other service providers to access historic, current and future energy consumption data from the utilities for the CCIC member institutions to identify clean energy opportunities, set reduction goals, and determine performance of the various projects pursued.

WHEREAS, CCIC represents sixteen accredited nonprofit independent colleges and universities in Connecticut and serves its member institutions through government relations, public policy development, research analysis, communications and coordinated member services.

WHEREAS, CCIC is committed to helping its member institutions deploy cleaner, cheaper and more reliable sources of energy;

WHEREAS, CEFIA is a quasi-public organization created by Connecticut's General Assembly as a part of Public Act 11-80, "An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut's Energy Future," whose goal is to leverage public and private funds to drive investment and scale up clean energy deployment across Connecticut.

WHEREAS, CEFIA was created to stimulate, support and increase the use of clean energy, investment in clean energy projects and sources, demand for clean energy, the development of technologies that support clean energy, and the development of the state's energy-related economy. (For the purposes of this MOU, "clean energy" has the meaning as provided in Connecticut General Statutes Section 16-245n(a), as amended from time to time.)

WHEREAS, it is CEFIA's intention to assist CCIC in helping its members to meet goals for clean energy by providing educational opportunities about the clean energy marketplace and tailored financial products for its members to support building upgrades through the work of qualified contractors and service providers to be selected and engaged directly by the CCIC member institutions.

THEREFORE, the parties mutually agree as follows:

1. CCIC and CEFIA are entering into this MOU with the commitment to working together to identify opportunities for CEFIA to help CCIC member institutions finance clean energy improvements and to deliver measurable benefits to CCIC's members, including, but not limited to energy savings, emissions reductions and sustainability objectives, opportunities to lead by example, and other benefits.
2. CCIC and CEFIA will work together and in conjunction with relevant service providers to develop and implement educational programs for CCIC member institutions to create demand for clean energy deployment.

3. CCIC and CEFIA will work together as requested by CCIC member institutions and in conjunction with other relevant service providers to aggregate demand for clean energy by CCIC member institutions and identify financing solutions for those projects.
4. CCIC and CEFIA will collaborate together to determine an approach that will endeavor to maximize on a cost effective basis clean energy implementation at CCIC member institutions with no upfront costs to members for the implementation of the selected clean energy measures.
5. CCIC and CEFIA will work together and with other service providers to identify qualified contractors that CCIC member institutions may contract with to undertake the work necessary to implement clean energy improvements at such member institutions.
6. CCIC and CEFIA will work together to communicate and promote the success of the program and its benefits to key constituencies including, but not limited to commercial, industrial and institutional end-use energy sectors, students and faculty, and political leaders.
7. This MOU does not, and shall not, constitute, create, give effect to, or otherwise imply an employment relationship, joint venture, partnership or formal business organization of any kind. Each party shall act as an independent contractor and not as an agent of the other, and neither of the parties shall have the authority to bind the other without the written consent of the other party. The scope of this MOU is limited solely to the discussion of the topics identified herein and does not give effect to a legally enforceable obligations.
8. This MOU shall not be modified unless expressly agreed to in writing by both parties.
9. Each party shall bear its own costs associated with the performance of this MOU, including, but not limited to the costs relating to travel, lodging, retaining counsel, and any other cost which a party incurs in connection to this MOU.
10. This MOU constitutes the entire understanding between the parties relating to the subject matter of this MOU, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the parties hereto. The non-enforceability, invalidity, or illegality of any provision of this MOU shall not render the other provisions thereof unenforceable, invalid, or illegal.

APPROVALS

For the Clean Energy Finance and Investment Authority

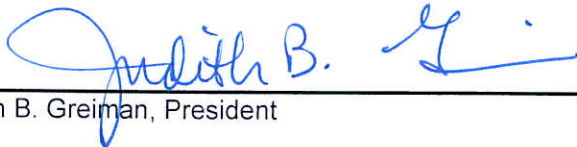


Bryan Garcia, President & Chief Executive Officer

JUNE 30, 2012

Date

For the Connecticut Conference of Independent Colleges



Judith B. Greiman, President

July 9, 2012

Date

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

TERM SHEET

GreenerU, Inc.

July __, 2012

This non-binding term sheet outlines the terms of the proposed financing of a GreenerU, Inc. Connecticut domiciled special purpose subsidiary to fund projects aimed at generating financial savings by improving the energy efficiency of buildings located on Connecticut-based college and university campuses by way of operational improvements and capital retrofits (“Projects”). Any financing by the Clean Energy Finance and Investment Authority (“CEFIA”) is subject to the execution of definitive documents. The transactions contemplated by this term sheet are subject to all necessary CEFIA approvals, including its board of directors.

Structure	Finance Agreement with GreenerU and its wholly-owned Connecticut subsidiary (“ <u>OpCo</u> ”) with customary representations and warranties and covenants, including information rights, access to books and records, audit and examination rights, and compliance with state contracting requirements.
Form of Financing	Staged advances (each, an “ <u>Advance</u> ”) to OpCo up to an aggregate of \$500,000, requested on a proposed Project basis for a period of up to eighteen (18) months from the date of the closing of the definitive documents contemplated by this term sheet. CEFIA may make an additional \$500,000 available to OpCo (for an aggregate total of \$1,000,000), to be requested on the same proposed Project basis, at such time CEFIA, in its sole discretion, determines that GreenerU has made adequate provisions with respect to GreenerU’s financial obligations to Wayfinder, Inc. (an affiliate of National Grid) and each of GreenerU and OpCo is a going concern, has the ability to pay its debts as they become due and is not the subject of a voluntary or involuntary bankruptcy proceeding or similar proceeding.
Advance Request Process	GreenerU on behalf of OpCo shall present CEFIA with proposed Projects that meet the following criteria and any other criteria agreed to by the parties:

- Located on a college or university campus in Connecticut
- Have a Connecticut-based college or university as the contracting client (“Client”)
- Signing of a long-term service arrangement with the Client in OpCo’s standard form of client agreement with GreenerU managing the Project, with such modifications as agreed by CEFIA.
- Provide an expected internal rate of return of at least 7% over the expected five-year life of the Project
- Utilize proven technology and equipment
- Projected capital requirements of not more than \$300,000
- Satisfactory performance of the existing Project portfolio
- Project renovation/retrofit consistent with Public Act 11-80 definition of clean energy

Each Advance shall be subject to satisfying the criteria established above as determined by CEFIA’s in its reasonable discretion. CEFIA’s determination on whether a Project meets the criteria above must be provided within five business days, unless additional information is reasonably required by CEFIA to make an informed decision, in which case CEFIA will request such information of GreenerU in writing within such initial five business day period and make a determination within five business days of receiving the additional information from GreenerU. The date upon which CEFIA determines a Project meets the criteria above shall be deemed the “Project Approval Date” for such Project.

Each Advance shall be paid either to OpCo or the subcontracting party performing the work in accordance with a Project Advance request by OpCo to CEFIA, which shall be submitted along with a copy of the contract executed with the Client, and such payments shall be on the following schedule:

- a. For Projects with a cost that does not exceed, in aggregate cash required from CEFIA, \$300,000 and for which the work is scheduled to be substantially completed within 120

days of the effective date of the contract (“Contract Date”) with the Client:

- 1) 50% of Project cost shall be paid within the latter to occur of (a) five (5) business days following such Project’s Project Approval Date and (b) five (5) business days following such Project’s Contract Date;
 - 2) 40% of Project cost shall be paid within five (5) days following the date that is designated by OpCo and reasonably agreed by CEFIA as the Project midpoint (which, for clarification, may or may not be approximately midway between the Contract Date and the scheduled completion date); and
 - 3) 10% upon the Project completion as set forth in the contract with the Client.
- b. For all other Projects, on a schedule to be mutually agreed between OpCo and CEFIA so as to balance OpCo’s needs for Project funds with CEFIA’s reasonable requirements for assurance that OpCo shall complete the Project within the allotted budget and Project time schedule.

For Advances paid to OpCo, OpCo shall, in turn, pay GreenerU or the relevant contractor(s), as designated by GreenerU, for Project implementation at GreenerU’s standard commercial rates less GreenerU’s associated profit margin for such work (any such deferred amount, a “Deferred Profit Margin Amount”), as set forth in the relevant contracts between OpCo and GreenerU and/or the relevant contractors.

Payments

Receipts from OpCo Client contracts (and any other OpCo income) shall be paid quarterly to CEFIA and GreenerU through the five (5) year life of the last funded Project in the following priority order after a reasonable reserve for OpCo operating expenses:

- Return of CEFIA’s reasonable third party expenses, including legal expenses, in connection with (i) the preparation and negotiation of the term sheet and Finance Agreement, (ii) any amendments or waivers in connection

with the Finance Agreement, and (iii) any breach or default under the Finance Agreement;

- Until CEFIA has received an amount equal to 100% of all Project Target Payments, an amount equal to the Target Payment for such calendar quarter;
- Thereafter, until GreenerU has received an amount equal to 100% of all Project Profit Margin Payments, an amount equal to the Profit Margin Payment; and
- Thereafter, payments based on an 80/20 split (each such payment, an “Additional CEFIA Payment” and an “Additional GreenerU Payment”, respectively) with a 50% holdback on CEFIA’s “80%” to address unforeseen OpCo operating expenses and a 50% holdback on GreenerU’s “20%” to address unforeseen OpCo operating expenses and in order for CEFIA’s 7% IRR to be determined at the end of the last funded Project with cash reallocated to CEFIA to the extent necessary for CEFIA to achieve such 7% IRR (subject to reduction in the holdback by CEFIA in its discretion based on OpCo performance); *provided*, that any Additional CEFIA Payments will be applied as repayments of Advances, beginning with the first to have been distributed Advance until repaid and proceeding to the next Advance, etc., and that any Additional GreenerU Payments actually paid (i.e., not including the holdback) will be applied as repayments of Deferred Profit Margin Amounts, beginning with the first to have been incurred Deferred Profit Margin Amount and proceeding to the next Deferred Profit Margin Amount, etc. The holdback amounts shall be held in a segregated bank account by OpCo.

Definitions:

- “Target Payment” shall mean, with respect to any calendar quarter, the aggregate amount of all Project Target Payments for such calendar quarter plus the portion of the Project Target Payments for any previous calendar quarter that have not yet been distributed plus interest at 7% determined on an effective annual yield basis;

- “Project Target Payment” shall mean, with respect to any Operational Project, with respect to each calendar quarter, an amount derived from a loan amortization schedule for repayment of principal and interest on all Advances based on a 5-year term and an interest rate of 7% determined on an effective annual yield basis; *provided*, that once an Advance has been repaid in full by an Additional CEFIA Payment, there will no longer be any Project Target Payment associated with such Advance; and *provided further*, that once an Advance has been partially repaid by an Additional CEFIA Payment, then the Project Target Payment relating to such Advance will be recalculated based on an amortization schedule for the remainder of the original 5-year term associated with such Advance;
- “Operational Project” shall mean any Project which is operational as defined under the terms of the agreement with the relevant Client;
- “Profit Margin Payment” shall mean, with respect to any calendar quarter, the aggregate amount of all Project Profit Margin Payments for such calendar quarter plus the portion of the Project Profit Margin Payments for any previous calendar quarter that have not yet been distributed plus interest at 7% determined on an effective annual yield basis; and
- “Project Profit Margin Payment” shall mean, with respect to each calendar quarter, an amount derived from a loan amortization schedule for repayment of principal and interest on all Deferred Profit Margin Amounts based on a 3-year term and an interest rate of 7% determined on an effective annual yield basis; *provided*, that once a Deferred Profit Margin Amount has been repaid in full by a Additional GreenerU Payment, there will no longer be any Project Profit Margin Payment associated with such Deferred Profit Margin Amount; and *provided further*, that once a Deferred Profit Margin Amount has been partially repaid by an Additional GreenerU Payment, then the Project Profit Margin Payment relating to such a Deferred Profit Margin Amount will be recalculated based on an amortization schedule for the remainder of the original 3-year term associated with such Deferred Profit Margin Amount.

Security Interests

OpCo will grant CEFIA a security interest in all of its assets, including (i) all bank accounts of OpCo, (ii) the Project agreements for Projects funded by CEFIA, and (iii) the stream of payments due under such agreements from the Client.

If CEFIA, in its reasonable discretion, determines that (1) GreenerU is unable to ensure the operational success of Projects funded by CEFIA, or (2) GreenerU or OpCo is the subject of a voluntary or involuntary (subject to a 90 day cure right) bankruptcy proceeding or similar proceeding, CEFIA may (i) direct Clients with Project agreements funded by CEFIA, without the further consent of OpCo or GreenerU, to make payment directly to CEFIA, (ii) require OpCo to assign to CEFIA the Project agreements for Projects funded by CEFIA, and (iii) require OpCo to assign to CEFIA the stream of payments due under such agreements from the Clients.

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

DIRECTOR OF COMMERCIAL AND INDUSTRIAL PACE

Class Title: Director of CPACE
Direct Reports: Managers, Associates, Assistants
Salary Range: \$100,301-\$141,657
Career Series: Director I

Reports to: President and CEO
Wage Hour Class: Exempt
Hours Worked: 40

SUMMARY:

Public Act 12-2 establishes a statewide Commercial Property Assessed Clean Energy (CPACE) program, which will allow commercial and industrial property owners to pay for energy-related improvements to their properties using a finance program that offers low fixed rates and longer repayment periods than traditional loans. CEFIA will play an important role as the C-PACE program administrator—working to support cities and towns, commercial and industrial companies, and financial institutions to implement the program. The Connecticut Clean Energy Finance and Investment Authority (hereafter “CEFIA”), through its role as program administrator will seek to aggregate demand for projects, source capital, and use the tools of the state to bring down the cost of capital.

The CEFIA Director of Commercial and Industrial Property Assessed Clean Energy directs CEFIA’s finance program to upgrade qualifying commercial and industrial properties in the state. Qualified candidates must have a Bachelor’s Degree (but a Master’s degree is preferred) in environmental science, engineering, economics, political science, business administration, or related field, seven years of experience in energy policy and clean energy finance. Experience and demonstrable results in engaging multiple external stakeholders, including financial institutions, municipalities, and contractors, as well as supervising staff and working across departments is preferred.

The director of CPACE will be tasked with designing the statewide CPACE program, the enabling legislation to which passed into law in June 2012. Designing a program will involve work with key stakeholders, including municipalities, financiers, property owners, and energy service providers. This position reports directly to CEFIA’s President.

CEFIA was established by Connecticut’s General Assembly on July 1, 2011 as a part of Public Act 11-80. This new quasi-public agency supersedes the former Connecticut Clean Energy Fund. CEFIA’s mission is to help ensure Connecticut’s energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments. As the nation’s first full-scale clean energy finance authority, CEFIA will leverage public and private funds to drive investment and scale-up clean energy deployment in Connecticut.

DUTIES AND RESPONSIBILITIES:

- Reporting to the President and CEO of CEFIA, the Director of Commercial and Industrial PACE will lead the formation and design of CEFIA's overall vision and strategy for the development, implementation and administration of Connecticut's Commercial Property Assessed Clean Energy (C-PACE) program administered by CEFIA that will enable property owners of improved real property to undertake investments in clean energy and energy efficiency using a lower cost and longer-term financing mechanism secured by assessments on the property owner's property tax bill;
- Works closely with municipalities to create a program that attracts their interest and secures their participation by designing and leading public forum presentations and other engagement methods;
- Oversees and participates in the design of guidelines, policies and procedures that take into account the needs and interests of the banking community in Connecticut, with a particular interest in streamlining mortgage holder approval process;
- Ensures all operational (i.e. staff and policies) and organizational (i.e. contracting and reporting) requirements are being implemented and carried out;
- Supports the development and implementation of consulting services offered to commercial, industrial and institutional end-users in understanding the availability and benefits of clean energy;
- Manages the selection of consultants, where necessary, to support the program in areas where CEFIA does not have specific in-house expertise; Works with the Department of Energy and Environmental Protection and the Energy Efficiency Board, as well as other key stakeholders, to align programs where possible and assure Connecticut's energy finance program takes advantage of shared resources and programmatic synergies;
- Works with the Chief Investment Officer to design CPACE products to attract private capital to the PACE program;
- Works with the Chief Investment Officer to understand CPACE's potential application to the residential sector (i.e. on-bill repayment policies and procedures);
- Works in coordination with the Director of Energy Efficiency Deployment and Director of Renewable Energy Deployment in order to ensure that renewable energy and energy efficiency are integrated in the commercial and industrial building sector;
- Works in collaboration with the President, General Counsel, Director of Marketing and Outreach, and Director of Government and External Affairs to integrate comprehensive strategies to advance clean energy;
- Contributes to the development of CEFIA's comprehensive plan with a particular emphasis on strategy related to the upgrade of commercial and industrial properties;
- Works with the Board of Directors and the President to lead the development of clean energy programs and initiatives, including other financial programs for properties not well-suited for CPACE financing;
- Regularly updates the Board of Directors, with support from the President and Executive Vice President and CIO on the development of the CPACE program;
- Represent CEFIA on appropriate task forces, committees, and boards relevant to clean energy finance;
- Represents CEFIA to the public in speaking engagements; and
- Supervises CEFIA staff including managers, associates, and assistants.

MINIMUM QUALIFICATIONS REQUIRED
KNOWLEDGE, SKILL AND ABILITY:

- Strong knowledge and experience in clean energy finance and/or policy;
- Familiarity with the finance and energy industries;
- Considerable experience in program/project management, including a demonstrated ability to successfully engage multiple external stakeholders;
- Ability to plan and organize policy, operational and procedural work related to the various aspects of program implementation, oversight and management.
- Ability to work in a team environment as a lead contributor, manager, and facilitator;
- Strong knowledge of business operations and general management including supervisory experience;
- Ability to persuade, rationalize and project consequences of decisions and/or recommendations;
- Ability to detect and analyze operational and policy problems and conflicts among stakeholder groups and develop practical approaches to facilitate resolutions;
- Considerable ability to develop programs, manage stakeholder processes toward results, and interpret energy policy;
- Understanding of the interaction in clean energy markets between finance and demand;
- Demonstrated ability to understand various scientific and energy-related technological principles and applications, and integrate those concepts into the overall project, program, or CEFIA;
- Expertise in scalable models for financing building upgrades through a variety of financial products (ie ESAs, ESCOs, PPAs);
- Ability to work with external stakeholders including strong facilitation, negotiation, and coordination skills;
- Considerable interpersonal skills, as well as oral and written communications skills in order to effectively communicate orally and in writing;
- Ability to market the benefits of CPACE to potential customers;
- Knowledge of State and Federal energy policies and regulations that support clean energy finance and the ability to understand, interpret and apply rules, regulations, ordinances and Federal, State and local legislation; and
- Familiarity with energy efficiency issues and energy efficiency service contracts.

EXPERIENCE AND TRAINING:

General Experience:

A Bachelor's Degree (but a Master's degree is preferred) in environmental science, engineering, economics, political science, business administration, or related field. Seven years of experience in energy policy and clean energy finance. Experience supervising staff and working across departments is preferred. Experience establishing and maintaining effective working relationships with regional and national leaders in a broad range of energy policy matters. Experience working with and facilitating collaborative outcomes with various stakeholder groups in energy policy design and project development and demonstrable results in engaging multiple external stakeholders, including financial institutions, municipalities, and contractors.

Special Experience:

Two years of the general experience must have been supervising staff involved in project development.

Substitutions Allowed:

1. A Master's Degree in environmental science, engineering, economics, business administration or other related field may be substituted for one additional year of the general experience
2. A professional certification in a relevant field may substitute for one additional year of experience

CAREER SERIES

The career series for this classification is:

- Assistant
- Associate
- Manager
- Senior Manager
- Associate Director
- Director I
- Director II

CUSTOMER SERVICE DELIVERABLES

- Responds promptly to stakeholder, Board of Directors, and staff requests for information or assistance;
- Acts as a lead member of the CEFIA team and pitches in and assists other staff members as requested
- Provides a work product that is well conceived, developed, complete, and useful to scale-up clean energy deployment

APPOINTMENT

Appointed by the Clean Energy Finance and Investment Authority Board of Directors in accordance with Sec. 99. Section 16-245n (d) of the Connecticut General Statutes.



CLEAN ENERGY

FINANCE AND INVESTMENT AUTHORITY

Employee Handbook

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SECTION 1

INTRODUCTION

Employee Welcome

Welcome to the Clean Energy Finance and Investment Authority (CEFIA)! We are pleased that you are joining our staff and embarking on an employment career with CEFIA. We are so pleased to welcome you as you begin this endeavor. CEFIA develops, invests in and promotes clean sustainable energy sources for the benefit of Connecticut ratepayers. Our most important resource in achieving that vision is you – the employee. The staff at CEFIA works together and depends upon one another to achieve our vision. We want you to know how much we appreciate the contribution you are making to the continued successful operation of our agency.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs and benefits available to eligible employees. These policies and programs are general guidelines under continuous review and are subject to change or discontinuance at any time. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment at CEFIA.

Please read your handbook carefully and keep it for further reference. Please contact the Manager, Human Resources if you have any questions or concerns about the information set forth in this handbook. Again, welcome and we wish you the best in your career at CEFIA.

Agency Purpose and Structure

CEFIA was established by Connecticut's General Assembly on July 1, 2011 as a part of Public Act 11-80. This new quasi-public agency supersedes the former Connecticut Clean Energy Fund. CEFIA's mission is to promote, develop and invest in clean energy and energy efficiency projects in order to strengthen Connecticut's economy, protect community health, improve the environment, and promote a secure energy supply for the state. As the nation's first full-scale clean energy finance authority, CEFIA will leverage public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about CEFIA, please visit www.ctcleanenergy.com.

Objectives and Scope

This Employee Handbook has been prepared to acquaint you with policies and procedures relating to employment at CEFIA and to provide a reasonable understanding of expectations so that we may work together effectively. It is a guide to CEFIA's policies but it does not include every single policy. All employees are expected to be familiar with and abide by the policies in this Handbook.

This Handbook provides information concerning CEFIA benefits. Please note that CEFIA benefit plans are defined in legal documents such as insurance contracts and official plan texts. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents governs over the informal wording of this Handbook. Plan documents are available for inspection.

This Handbook is not, nor is it intended to be, an express or implied contract of employment, an agreement for employment for any specified period of time, or a guarantee of benefits or working conditions between employee and CEFIA. CEFIA does not recognize any contract of employment unless it is reduced to writing and signed by the employee and the President. CEFIA reserves the right to unilaterally revise, delete, or add to the policies, procedures and

benefits within this handbook at any time with or without advance notice. Revisions of policies, procedures and benefits may be made and applied immediately or prospectively, or if not prohibited by law, made effectively with a retroactive date. Additionally, CEFIA reserves the right to make exceptions or vary from any of the rules, benefits, or policies contained in this handbook in its managerial discretion.

At Will Statement

Employment with CEFIA is at will, which means that either party may terminate the relationship at any time and for any reason, with or without cause. No manager, supervisor or other agent of CEFIA has the authority to alter the at-will employment relationship by, for example, making a commitment, express or implied, of guaranteed or continued employment to any employee. An employee's at-will employment status can only be altered by a written contract of employment that is specific as to all material terms and is signed by both the employee and the President of CEFIA.

Administration of Policy

The President and Chief of Staff have overall responsibility for directing the implementation and administration of policies and procedures. On a day-to-day basis it is the responsibility of each supervisor to administer all policies and procedures in a manner consistent with the handbook.

SECTION 2 EMPLOYMENT

Orientation

During your first few days of employment, you will participate in an orientation program conducted by Human Resources and various members of [CEFIA](#), including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic company policies, your compensation, and benefit programs. You will be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms and appropriate federal and state tax forms. You will be required to present CEFIA with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law. You will also be assigned a “Buddy” who will assist you with familiarizing yourself with CEFIA and answer any questions you might have. During your first few weeks, you will be asked to prepare a short bio and scheduled to have your photograph taken for inclusion on our Website and in our annual report.

Please use this orientation program to familiarize yourself with CEFIA and our policies and benefits. We encourage you to ask any questions you may have so that you will understand all the guidelines that affect and govern your employment relationship with us.

Status of Employment

Employees of CEFIA are exempt from classified service as provided in Public Act 11-80 of the Connecticut General Statutes. Unlike employees in the classified service, CEFIA employees do not have tenure. Continued employment is predicated on satisfactory performance of duties, a satisfactory record of attendance, and appropriate conduct with the general public and other employees on the CEFIA staff as well as continued available work. All CEFIA employees are considered at will employees.

Conditions of Employment

All new and rehired employees work on an introductory basis for the first six months after their date of hire. Any significant absence (in excess of five consecutive days) will automatically extend an introductory period by the length of the absence. During the six-month introductory period, if any employee’s performance is not satisfactory, the employee may be terminated or may be required to serve an extended introductory period.

Acceptance as a regular employee of CEFIA is contingent upon successful completion of a six month introductory period, which is intended to provide the employee the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance and to determine whether the new position meets his/her expectations. CEFIA uses this period to evaluate the capabilities, work habits, and overall performance of the new employee.

The existence of the introductory period as described above does not change an employee’s at-will status. Employees and CEFIA may terminate the employment relationship at any time and for any reason during and after the introductory period.

Benefits, eligibility and employment status is not changed during a secondary introductory period that results from a promotion or transfer to a new position within CEFIA. However, the employee will be required to serve a six-month introductory period to assess his/her job performance in the new position.

Staff Relations

CEFIA’s success depends on its employees’ skills, abilities and the manner in which they are used to meet our goals. Our employees are our most important resource to help us succeed and to improve the way we do things. To take full advantage of this resource we need to

communicate freely and openly. Usually, it is the employees performing the work who have the most knowledge about the tasks and processes they use. We encourage employees to help us by taking every opportunity to make us aware of problems of any kind, and suggesting ways we can improve. Employees should feel free to discuss any concern or suggestions they have with their supervisor or any member of management. It is our intent that as a result of open communication, CEFIA and all of its employees will enjoy a mutually prosperous and satisfying relationship.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear and attitudes can be positive. When you have a suggestion, question, problem or concern, your supervisor is in the best position to respond quickly and accurately, but you should feel free to discuss the issue with the staff in Human Resources.

The working environment at CEFIA is one that puts staff, supervisors, and administration in a close relationship of mutual respect. Attendance at and participation in group meetings and staff meetings are important. Employees are encouraged and expected to use these meetings as opportunities for raising issues to improve client services, program operation, and staff relations. It is generally during these meetings that most business-related matters are communicated. If an employee is absent from any of these meetings, it is his or her responsibility to catch up with business discussed.

Customer Service Deliverables

At CEFIA, customer service is a priority. We all have internal and external customers. To that end, we expect each one of our employees to be accountable for the following customer deliverables:

- To respond promptly to customer requests for information or assistance.
- To act as a member of the CEFIA team and pitch in and assist other staff members as requested.
- To provide a work product that is complete, well-organized and useful to the customer.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CEFIA will be based on merit, qualifications, abilities in relation to the staffing requirements, and business needs. CEFIA is an equal opportunity employer and does not discriminate in employment opportunities or practices on the basis of race, color, religious creed, sex, marital status, national origin, age, ancestry, mental retardation, physical or learning disability, past or present history of mental disorder, sexual orientation, special disabled veterans or veterans of the Vietnam War status, or any other legally protected status, except in those cases where there is a legitimate, compelling and documented occupational qualification that precludes the hiring or promotion of individuals in any of these protected groups. CEFIA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to CEFIA. This equal opportunity policy extends to all aspects of the employment relationship, including recruitment, hiring, training, compensation, promotions/transfers, job assignments, discipline and termination. All other policies, such as employee benefits, are also administered based on fair and equal treatment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal, either verbally or through the grievance procedure. Anyone engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Disability Policy (ADA)

As an employer, CEFIA will not discriminate against any employee or person seeking employment on the basis of a disability, in compliance with the spirit and regulations of the Americans with Disabilities Act (ADA) and all applicable Connecticut law. The purpose of the ADA is to assure that individuals with covered disabilities who are able to perform the essential duties of their job, with or without reasonable accommodation, are given equal opportunity and treatment by their employer and fellow employees. If a qualified employee or employee candidate has an ADA recognized disability; they cannot be denied equal opportunity for employment.

In accordance with the ADA, CEFIA does not discriminate on the basis of disability in the administration of or access to its programs, services or activities, and is committed to equal employment opportunity for employees and job applicants with disabilities. Employees who violate the ADA by discriminating against an individual with an ADA recognized disability would be subject to disciplinary action up to and including dismissal. Rumors and gossip regarding any employee who has an ADA recognized disease or is assumed to have an ADA recognized disease would not be tolerated under any circumstances. Employees who need a reasonable accommodation must request such accommodations through their supervisor. Employees may be required to submit medical documentation to support their request.

Immigration Law Compliance

All job offers extended to successful candidates are contingent upon the receipt of the required documentation and completion of INS Form I-9.

Only those successful applicants who provide the required documentation and complete Form I-9 will be permitted to begin work.

Former employees who are rehired must also complete the form if they have not completed a Form I-9 with CEFIA within the past three years, or if their previous Form I-9 is no longer retained or valid.

Conflict of Interest

This policy establishes the general framework within which CEFIA wishes the business to operate.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest and should not have a financial interest in any client. A conflict of interest may exist when the interests or concerns of any director, officer, staff, client, or said person's relatives, or any party, group or organization in which said person has an interest or concern, may be seen as competing or conflicting with the interests or concerns of CEFIA. No "presumption of guilt" is created by the mere existence of a relationship with outside firms.

The employee concerned must disclose any possible conflict of interest to the President. If it is not clear to the employee whether a particular situation or relationship constitutes a conflict of interest, the employee should contact the President.

When a conflict of interest exists regarding any matter requiring action by the Board of Directors, the President shall call it to the attention of the Board of Directors (or its committee).

Outside Employment

Employees may hold a job with another company as long as he/she satisfactorily performs their job responsibilities with CEFIA. Employees who have additional outside employment for which they receive pay must keep their supervisor and the Human Resources Manager informed of such employment. This outside employment must not interfere with the employee's effectiveness in performing their job responsibilities, and must not conflict with CEFIA's public image. All employees will be judged by the same performance standards and will be subject to CEFIA scheduling demands, despite any existing outside work requirements.

If the President ~~and/or his designee~~Chief of Staff decides that an employee's outside work interferes with performance or the ability to meet the requirements of CEFIA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with CEFIA. Inappropriate behavior believed to be a result of outside employment (abuse of sick time, refusal of overtime, unsatisfactory performance, etc.) will be addressed through normal performance management and/or disciplinary procedures.

Outside employment will present a conflict of interest if it has an adverse impact on CEFIA. Employees with outside employment must abide by the confidentiality standards that protect CEFIA's clients.

Employment of Relatives

CEFIA is committed to the objective treatment of all employees based upon their job performance and the operational needs of CEFIA. The employment of relatives may cause serious conflicts and problems with favoritism and employee morale. In addition, real or apparent partiality in treatment at work and personal conflicts from outside the work environment can be carried into day-to-day working relationships. Therefore, it is the policy of CEFIA that relatives of employees will not be considered for employment.

If the relative relationship is established after employment, and there will be a direct reporting relationship or the related individuals will be working within the same department, the parties may be separated by reassignment or termination, if it is deemed necessary by the Human Resources Department and/or the President ~~and/or his designee~~Chief of Staff.

A relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Confidential Nature of Work

The protection of confidential information and trade secrets, as defined below, is vital to the interest and the success of CEFIA. The improper disclosure of confidential information would harm CEFIA and/or its employee or clients if such information were improperly disclosed to third parties. Accordingly, employees may not at any time during and after termination of employment with CEFIA, use for any purpose or disclose any confidential information to any third person or party, except as specifically authorized in the course of employment and required for carrying out job duties.

Confidential information includes, but is not limited to, the following examples:

- Any work performed by CEFIA employees for a client, portfolio company, or applicant.
- Any client, portfolio company or applicant information.
- Compensation data, including salary information.
- Personnel information.
- Financial information.
- Pending projects and proposals.
- Any other information not subject to the State Freedom of Information Act.

Confidential information should not be discussed with others (including family and friends), nor should employees discuss office matters or the affairs of clients, portfolio companies, or applicants generally with each other outside the office or any place where they might be overheard, e.g. on the street, in elevators or elevator lobbies, or at lunch counters. Except when they are certain that it is proper to do so, employees are cautioned against disclosing to callers anything being undertaken by CEFIA or its employees, clients, companies, or applicants. Likewise, it is important not to leave confidential information on desks at the end of the day or while a visitor is in the office which would allow easy unauthorized access to such information. Upon termination of employment with CEFIA or whenever requested by CEFIA, employees must promptly deliver to CEFIA all work product and all documents and other tangible embodiments of the confidential information and any copies thereof.

The best way to adhere to this policy is to not disclose any information if you are not sure whether such information is confidential information of CEFIA. Also, if you have any question as to whether certain information is considered confidential, please consult your department manager.

Violations of this policy may provide grounds for legal action against an employee and may result in disciplinary action up to and including termination, even if the employee does not actually benefit from the disclosed information.

Categories of Employment

It is the intent of CEFIA to clarify the definitions of employment classifications so those employees understand their employment status and benefit eligibility.

Full-Time Regular Employees

Employees who are not in a temporary or introductory status and who are regularly scheduled to work a minimum of 40 hours per week are considered full-time regular employees. Full-time regular employees are eligible for CEFIA benefits, subject to the terms, conditions, and limitations of each benefit program. Such employees must have successfully completed the six-month introductory period.

Part-Time Regular Employees

Employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 40 hours per week are considered part-time regular employees. Part-time regular employees receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance). Part-time employees who work at least 20 hours per week are generally eligible for other CEFIA benefit programs on a prorated basis, based on the ratio of their standard hours of work per week to the full-time standard for that position. Such employees must have successfully completed the six-month introductory period.

Exempt Employees

Exempt employees will not receive any overtime pay. Exempt employees may be granted compensatory time at the discretion of the President ~~and/or his designee~~ [or Chief of Staff](#) in accordance with the compensatory time policy outlined in Section 4.

Non-Exempt Employees

Non-exempt employees are paid based on the number of hours actually worked and are eligible for overtime pay. Overtime pay will be paid at the rate of one and one-half times (1½) the non-exempt employee's regular rate of pay for all time worked in excess of 40 hours per week. Overtime pay is based on actual hours worked. Thus, if a non-exempt employee is absent during a week when overtime hours have occurred, the absent hours reported will not be considered hours worked in determining a time and one-half overtime payment. An accurate record of non-exempt regular and overtime hours must be maintained for purposes of pay. Time sheets are to be signed by the staff member and by their supervisor, then submitted to Human Resources for processing.

Introductory Employees

Employees who work on an introductory basis as specified in the "Conditions of Employment" are considered introductory employees. Introductory employees who satisfactorily complete the six-month introductory period will be notified of their new employment classification. Any significant absence will automatically extend the introductory period by the length of the absence. If an employee changes jobs during the introductory period, a new six-month introductory period shall begin.

Temporary Employees

Employees who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project are considered temporary employees. Temporary employees hired from temporary agencies for specific assignments are employees of their respective agencies and not CEFIA. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Consultants

Those independent contractors who are on contract to provide services to CEFIA. Persons in this category are not CEFIA employees.

Selection Process, Interviewing and Hiring

The President [or Chief of Staff](#) must approve all new positions or changes to existing position descriptions. Vacant positions to be filled may be posted internally and if necessary posted externally. The immediate supervisor, the President, any manager or director within CEFIA and/or any person the President designates, may be involved in the interview selection process. The President has the ultimate responsibility for appointing the candidate to the position.

CEFIA through the actions and approval of the President reserves the right to transfer or reclassify positions and employees within CEFIA and restructure their job duties and position without going through the above public process when in the best interest of CEFIA.

Promotion Policy

CEFIA is committed to providing employees with opportunities for career advancement. Employees may apply for posted positions, for which they are qualified, provided any such position represents a promotion or advancement.

CEFIA is committed to implementing a fair and equitable “in-house” promotion policy that will aid in the development of staff to their fullest potential. Full and equal opportunity will be extended to all employees in accordance with CEFIA’s affirmative action plan.

There is an established career path for most positions within CEFIA. The career path progression for each position can be found in the job description for that position. If an employee is being promoted within the established career path and within their department, such promotion can be made without posting the position.

If the position is not within the established career path progression, the position will be posted and the selection process outlined above will be followed.

Employment Applications

CEFIA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented through the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in CEFIA exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employment Reference Checks

CEFIA wishes to ensure that applicants are qualified and have a strong potential to be productive and successful. It is the policy of the CEFIA to check the employment references of all applicants.

Human Resources will respond to all reference check inquiries from other employers only with the approval of the employee or past employee and in accordance with applicable law. No offer of employment can be made until Human Resources has received satisfactory reference checks.

Performance Management and Review

CEFIA has a performance management and review process. The objectives of this process are to:

- Provide clear communication between the supervisor and employee
- Identify the employee’s work objectives and expected results
- Identify the employee’s performance strengths and weaknesses
- Assess the need for training
- Aid in decisions about future work assignments
- Determine the employee’s suitability for continued employment
- Determine the employee’s eligibility to receive a merit compensation award

CEFIA believes that all employees should receive prompt, thorough feedback regarding their performance. Formal performance assessments for new hires and newly promoted employees

are conducted at the completion of six (6) months. Once an employee has completed an introductory employment period of six months, formal written performance appraisals are conducted annually. Performance evaluations provide employees with the opportunity to express any concerns they have about their jobs, career aspirations, and future with CEFIA. If an employee is having difficulty in their job, interim evaluations may be conducted to help the employee understand what performance improvements are needed.

All performance assessments are reviewed by the appropriate department head, President [or Chief of Staff](#) and the Manager, Human Resources.

Personnel Files

CEFIA maintains a confidential personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, written warnings or reprimands, and written commendations.

Personnel files are the property of CEFIA, and access to the information they contain is restricted.

Generally, only supervisors and management personnel of CEFIA who have a legitimate reason to review information in a file are allowed to do so unless otherwise required by law.

Employees will be notified when information is added to their personnel file.

Employees who wish to review their own files should contact Human Resources. With reasonable advance notice, employees may review their own personnel file in the Human Resources Office in the presence of a Human Resources employee.

Updating Personnel Records

Employees must notify Human Resources of any changes in personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, etc.

It is the responsibility of each individual employee to promptly notify CEFIA of any such changes in personnel status.

It is also the responsibility of each individual employee to review bi-weekly payroll deductions (tax withholding, FICA, etc.) for accuracy and report any errors promptly to Human Resources.

SECTION 3 WAGES AND SALARY ADMINISTRATION

General Policy

It is the policy of CEFIA to maintain a fair compensation program that provides equitable payment for work performed, is competitive with the identified labor market, and ensures compliance with federal and state legislation.

A salary range has been assigned to each position. The compensation for each employee shall be within the minimum and maximum range established for the grade to which the position has been assigned. In rare instances, the President may approve a salary outside the range for which the position has been assigned. Periodically, CEFIA may revise job descriptions, evaluate individual jobs to ensure they are being compensated appropriately and review job specifications as business needs dictate. Salary ranges may also be adjusted for annual inflation at the discretion of the Board of Director's Budget and Operations Committee.

Hours of Work

The standard workweek for full-time regular employees is currently a minimum of 40 hours. Regular daily work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Where workload or schedules require, some departments may operate outside these regular hours. Supervisors should notify employees of their work schedule. Each employee is responsible for informing Human Resources of any permanent change in usual work hours.

Flexible Time

Under the flextime policy, an employee may be permitted to start and end the workday at times that differ from the standard hours of operation.

Flextime schedules are at the discretion of management, and must be approved in advance by the employee's supervisor and the Department Head.

Employees participating in flextime must have regular daily starting and quitting times that do not vary from day to day.

All full-time regular employees must be at work during the core hours of 9:00 a.m. to 3:30 p.m. No flextime schedules shall begin before 7:00 a.m., or end later than 6:00 p.m.

All employees participating in flextime must work their full scheduled hours per day and take at least a one half-hour lunch break.

Pay Periods

Staff members are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the previous payroll. Thus a new employee can expect to receive his/her paycheck up to four weeks from the first day he/she commenced work for CEFIA. Employees may have pay directly deposited into their bank accounts if they provide advance written authorization. Direct deposit applications may be obtained from Human Resources. Employees will receive an itemized statement of wages.

The Payroll Administrator will distribute staff paychecks to the department supervisor or directly to the staff member after 3:00 p.m. every other Thursday. All paychecks not distributed by the end of the business day will be returned to payroll. If a staff member is absent from work and desires other arrangements, he/she will have to contact Human Resources directly to make such arrangements.

Lunch Periods

Employees are generally entitled to a one (1) hour lunch period. All employees must take a minimum of a half-hour for lunch. Scheduling of lunch periods is between the hours of 12:00 P.M. and 2:00 P.M. Lunch hours should be scheduled so that there is coverage at all times. Employees who work in tandem with other employees should schedule their lunch hours so there will always be coverage. If employees must attend to personal business during the workday, they should do so during their scheduled lunch break period. Employees should not work through their lunch period in order to leave early without prior authorization from their supervisor.

Time Sheets

Accurately recording time worked is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. Time sheets must be accurately filled out and approved by the supervisor. Each employee shall personally record his or her own time, which includes the time they begin and end work and any time that is charged against their leave balances (personal time, vacation time, sick time, etc.). Altering, falsifying, tampering with time records, or recording time on another employee's time sheet may result in disciplinary action, up to and including termination of employment.

Employee time sheets for each two-week pay period must be submitted to Payroll by noon on the Friday after the pay period. All time sheets must be approved and initialed by the employee's supervisor, including any corrections and backup. Working time is logged in 15 minutes increments. Non-exempt employees, who report to work more than seven minutes late, but less than 15 minutes, must log their starting time at 15 minutes after the normal starting time. Time lost due to reporting to work late may not be made up by staying late at the end of the day or working through lunch periods, unless the employee obtains the prior authorization of his/her supervisor.

Attendance and Punctuality

The ability of CEFIA to operate smoothly and efficiently depends on regular attendance and punctuality. Absenteeism and tardiness are disruptive and place a burden on other employees. To maintain a productive work environment, CEFIA expects employees to be consistently reliable and punctual in reporting for work.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should personally notify their supervisor before the anticipated tardiness or absence. If the supervisor is not available, employees should notify the Human Resources Manager so that he/she can arrange for coverage during the absence. Employees should also inform their supervisor or the Human Resources Manager of the reason for their tardiness or absence. In case of an emergency where advance notification is not possible, employees must report the absence or tardiness as soon as possible.

1. An employee's supervisor is responsible for monitoring an employee's attendance. The supervisor should deal with abuses of reporting time. Occurrences of abuse should result in counseling of the employee by the supervisor. Supervisors and Human Resources will monitor unscheduled occasions of absence and the Manager, Human Resources will determine the action to be taken upon the accumulation of a certain number of unscheduled occasions of absence within a given time period, taking into consideration the following. Numbers of days taken;
2. The number of unscheduled occasions of absence;
3. The pattern of absences

4. The employee’s past records; and
5. The reasons for the unscheduled occasions of absence.

Attendance and Punctuality, Continued

Although the specific action taken in each instance will be determined by Human Resources in its discretion, the chart below illustrates the actions likely to be taken upon the accumulation of a certain number of unscheduled occasions of absence within a given time period.

Number of Occasions	Within this Time Period	Action Likely to Be Taken
3	3 months	Your attendance record will be reviewed with you to determine contributing problems and possible solutions.
5	6 months	Your attendance record will be reviewed with you to determine contributing problems and possible solutions AND this counseling session will be recorded in a written memo, a copy of which will be maintained in your personnel file.
9	12 months	<p>Your attendance record will be reviewed with you to determine contributing problems and possible solutions AND this discussion will be documented and a copy will be maintained in your personnel file.</p> <p>An “Unsatisfactory” or “Below Threshold” performance appraisal will be given to you for unsatisfactory attendance and dependability unless you give your supervisor documentation explaining the occasions to his/her satisfaction. You will also be notified that receiving two “Unsatisfactory” or “Below Threshold” performance appraisals in a row (for poor attendance or any other reason) is just cause for dismissal.</p>

Poor attendance and excessive tardiness, including failing to report the same in a timely manner, may lead to disciplinary action, up to and including termination of employment. For example, an employee who does not report to work and who has not notified their supervisor of this absence may be terminated unless an acceptable explanation is provided for both the absence and the failure to report.

Absence from the Office

If an employee must be out of the office for business or personal matters, the supervisor must be advised. The employee also should make every attempt to keep their schedule up to date on their Outlook Calendar. If the supervisor is not available, the appropriate department head or the President/Chief of Staff should be notified. Employees who are working outside the office at meetings or other events should leave a telephone number where they can be reached. These employees are also responsible for checking in and receiving messages.

Procedures for Absences from the office

1. Pre-schedule all vacation time use. Vacation leave shall be requested as far in advance as possible and is subject to CEFIA's operating needs.
2. Pre-schedule all absences, if possible. You should attempt to schedule all absences (including late arrivals and early departures) in advance with your supervisor. Pre-scheduled and approved use of sick and other types of leave, such as vacation, a doctor's visit or a funeral, will not be counted as an unscheduled occasion of absence.
3. Unscheduled absences. If it is not possible to pre-schedule an absence (including a late arrival or early departure), you must:
 - o notify your supervisor within a ½ hour of the start of the work day;
 - o give the reason for the absence; and
 - o give an estimate of how long the absence will be.
 - o If the absence is continuous or lengthy, notify your supervisor on a daily basis, or as otherwise required by your supervisor.
4. Exhaustion of sick leave accruals. If you are absent because of illness or injury, but have exhausted your sick leave accruals, you must:
 - o For each absence, have your physician complete a state medical certificate form explaining the reason for your absence, and submit the completed form to Human Resources.
 - o If you wish to use other accrued leave in place of your exhausted sick leave, you must make such a request in writing and submit it to your supervisor or to Human Resources with the completed medical certificate form.
 - o If you fail to follow this procedure, you will be charged with an unscheduled occasion of absence and unauthorized leave for the day.
 - o If you have exhausted all other accrued leave time in addition to your sick leave time, you will be charged with unauthorized leave for the day.
5. Extended Leaves. If you will be absent for an extended period of time because you are sick or injured, you must
 - o Obtain a medical certificate form from Human Resources
 - o Have the form completed by the treating physician stating the reason for the absence and your anticipated return to work date; and
 - o Return the form to Human Resources at the time you return to work.

Telecommuting

Telecommuting is a management option that allows an employee to work at home or an alternate work site; it is not an employee entitlement. Telecommuting does not change the hours of work. An employee may be considered for this option when the following minimum criteria are met:

1. In most instances, the employee must have completed their introductory period and have been performing his/her current job duties for at least 60 days.
2. The employee has requested to telecommute by filling out a telecommuting agreement which will outline the terms and conditions of their telecommuting arrangement.
3. CEFIA has determined that the employee's job can be readily and effectively completed at an alternate site.
4. CEFIA determines that the employee's absence from the office is not detrimental to office operations, overall productivity, the working conditions of other employees, or services to clients and customers.
5. The employee's performance has been satisfactory or better.
6. The employee agrees to abide by the guidelines of the Telecommuting Policy.

The following guidelines for telecommuting are to be followed in accordance with each employee's individual telecommuting agreement:

1. Each employee must specify a regular telecommuting day on their telecommuting agreement including hours to be worked per day, start time, end time, breaks, lunch periods, and duration if this is implemented on a project basis.
2. No employee shall telecommute more than one (1) day per week;
3. No employee shall telecommute on Mondays or Fridays.
4. No employee shall telecommute during a week where there is a holiday or that employee has a scheduled day off.
5. If an employee would like to telecommute in the case of inclement weather, they must have a signed "inclement weather" telecommuting agreement on file.
6. Telecommuting is not an entitlement. If business needs dictate the employee's physical presence in the office, the employee is required to report to work.
7. In order to meet the business needs of the agency, an employee may request an adjustment to the telecommuting schedule outlined in this agreement. No adjustment may be made without prior supervisory approval

Overtime and Overtime Pay

Under the federal Fair Labor Standards Act (FLSA), employees who are covered by FLSA shall be paid time-and-one-half for all hours worked in excess of 40 hours per week. Each position at CEFIA is determined to be exempt or non-exempt in consultation with the President, [the Chief of Staff](#), the Manager, Human Resources and CEFIA's attorneys. Exempt employees will not receive any overtime pay. Non-exempt employees are paid based on the number of hours actually worked and are eligible for overtime pay. Overtime pay will be paid at the rate of one and one-half times (1½) the non-exempt employee's regular rate of pay for all time worked in excess of 40 hours per week. Overtime pay is based on actual hours worked. Thus, if a non-exempt employee is absent during a week when overtime hours have occurred, the absent hours reported will not be considered hours worked in determining a time and one-half overtime payment. An accurate record of non-exempt regular and overtime hours must be maintained for purposes of pay. Time sheets are to be signed by the staff member and by their supervisor and then submitted to Human Resources for processing.

Merit Compensation

On an annual basis, the President [or Chief of Staff](#) may recommend for approval by the Board of Directors an allocation of funds for merit compensation increases for the staff. A maximum percentage salary increase will be set by the President [or Chief of Staff](#) for those employees with exceptional performance evaluations. Employees shall be compensated according to job performance as determined through the performance management process as administered by CEFIA.

SECTION 4 TYPES OF LEAVE

Vacation Policy

Vacation is not earned in any calendar month in which an employee is on leave of absence without pay more than five working days. The amount of annual vacation time earned will be based on years of service according to the following formula:

Years of Service	Vacation Earned	Must Use Annually
0 - 2 years	15 days per year	10 days
2 - 10 years	20 days per year	15 days
Over 10 years	25 days per year	20 days

The maximum number of vacation days an employee will be eligible to earn annually will be 25 days. All employees will be required to take at least 10 or 15 vacation (15 or 20 for employees with over 10 years of service) days per year. Generally an employee may not take more than four (4) consecutive weeks at one time in one year. Under extraordinary circumstances, the President [or Chief of Staff](#) may grant exceptions.

All employees will be limited to a maximum carryover annually of 5 days. The maximum aggregate carryover permitted for employees hired after January 1, 1998, including the current years allowed shall be 30 days. In extraordinary circumstances, such as unusual work circumstances, deadlines, or demands, the President may increase the allowable annual carryover to ten (10) days.

Vacation time will not be advanced under any circumstances. If an employee wishes to take vacation time, but does not have accrued time available, they may request to take unpaid leave. Such leave may be granted at the discretion of the employee's supervisor and or/ the department head. Vacation time is paid at the employee's base pay rate and can be taken when earned. Vacation time earned is credited to an employee on a monthly basis based upon the schedule presented above.

Accrual Period

Vacation days are accrued on a monthly basis. Employees begin to accrue vacation days the first full month after their date of hire.

Scheduling

To the extent possible, and with sufficient advance notice, vacations will be scheduled as requested by the employee provided that staffing requirements be met as determined by the supervisor. The supervisor will settle conflicts between employees with regard to desired vacation schedules.

A written or electronic request should be filled out by the employee and approved by the Supervisor. Whenever possible, if requesting less than one week of vacation, the request should be presented three days prior to the time requested and if requesting one week or more the request should be presented and approved at least three weeks prior to leave.

Compensatory Time

The President or Chief of Staff may grant compensatory time for extra time worked by exempt employees, excluding members of the senior management team, for these unique situations provided it conforms to the following criteria:

1. As a general rule, exempt employees at CEFIA work 40 hours per week. However, these employees are expected to work the number of hours necessary to get the job done. There are some occasions that require an exempt employee to work a significant number of extra hours in addition to the normal work schedule. This does not include the extra hour or two a manager might work to complete normal work assignments in a normally scheduled workday.
2. The exempt employee must receive **written authorization in advance** to work extra time by the President or his/her designee Chief of Staff in order to record the extra hours as compensatory time. The authorization must include the employee's name and outline the reason(s) for compensatory time. Proof of advance authorization must be retained in the employee's personnel file for audit purposes.
3. The amount of extra time worked must be significant in terms of total and duration and **occur on weekends or state holidays**.
4. Extra time worked must be completed at an approved work location.
5. Compensatory time shall not accumulate by omitting lunch hours or other changes that do not extend the exempt employee's normal workday.
6. Compensatory time shall not accumulate for travel or commuting purposes.
7. The number of extra hours worked and the compensatory time taken must be recorded on the appropriate time sheet and maintained by CEFIA. In no case shall an exempt employee be permitted to take compensatory time before it is earned.
8. All compensatory time earned January 1 through June 30 will expire on December 31 of the same year, and compensatory time earned July 1 through December 31 will expire on June 30 of the following year. All compensatory time balances will be set to zero on these dates. Any time not used by these dates will not be available.
9. In no event will compensatory time be used as the basis for additional compensation and shall not be paid as a lump sum at termination of employment.
10. No more than 8 hours can be earned in a twenty-four hour period.

Personal Leave

All CEFIA full time employees are granted three days paid personal leave each calendar year for purposes not covered by vacation or sick leave. Personal days do not require prior approval of the employee's supervisor. Personal time may not be accumulated or carried over to the next calendar year. Employees will not be compensated for unused personal time upon termination of employment. Personal leave days for part time employees will be pro-rated.

General Leave of Absence

Occasionally, an employee may request time off without pay for reasons not covered by any of the other policies. In these cases the employee should submit a written request for a leave of absence to their manager with a copy to the President and/or their designee Chief of Staff. The request should clearly state the reason for the request and provide any supporting information to aid in the approval decision. The reason, and the requested length of the leave, will be considered by the President in his/her decision as to whether the employee's medical and other insurance benefits should continue during the leave, if approved. The decision will also be influenced by any limitations imposed by individual insurers.

Bereavement Leave

CEFIA will grant an employee up to five consecutive workdays off in the event his or her immediate family member dies. If a death occurs while the employee is on vacation, five days absence with pay may be granted in lieu of the employee's vacation period. The immediate family is defined as an employee's spouse, parent, brother, sister, child, grandparent, grandchild, in-law, legal guardian or permanent resident of the employee's household. Additional time may be granted if approved by the supervisor, and charged against vacation or personal time. Employees should notify their supervisor as soon as possible if they have a need for bereavement leave.

Sick Leave

Full-time employees earn 10 sick leave days per year. Part time employees earn sick leave according to the same schedule as full-time employees, but prorated according to their standard part-time hours per week. Sick time is not earned in any calendar month in which an employee is on leave of absence without pay more than five working days.

Sick leave is intended for use in situations such as the following:

- **Family illness - the event of a critical illness or severe injury to a member of the employee's immediate family in which the assistance of the employee is required.**
- **Medical Appointments – for medical, dental, eye examinations, or treatment for which arrangements cannot be made outside of working hours**
- **Other bereavement - up to three days per calendar year to attend the funeral of persons other than those of the employees' immediate family.**

Terminating employees will not be compensated for the balance of unused sick leave except in the case of retiring employees. Qualified retirees will receive payment for one-quarter of accumulated unused sick leave up to a maximum of 60 days.

Sick Leave - Medical Certification Or Examination

CEFIA may require certification of illness from an employee's physician or a medical examination with another physician to verify the need for continued absence. To be certain that an employee's health permits his or her safe return to work, CEFIA may require medical certification or an examination by a physician regarding fitness for duty.

An acceptable medical certificate, signed by a licensed physician or other health care provider, will be required to substantiate time off if the medical/sick leave:

- **Consists of more than five consecutive working days.**
- **Is to be applied contiguous to, or in lieu of time taken off as vacation.**
- **Recurrs frequently or habitually, and the employee has been notified.**
- **When the employee's presence at work will expose others to a contagious disease.**

Sick Leave Bank

The CEFIA Sick Leave Bank is a pool of sick days that has been established by employees of CEFIA who have made a donation of their accumulated sick days. The Bank is available to members to draw up to ten (10) eight- hour sick days per year in the unfortunate event that they experience a qualified illness or injury.

Sick Leave Bank members will receive benefits in the form of paid sick leave if all of the following requirements are met:

- the member has a medical condition that prevents them from working that has been verified by a Medical Certificate OR a member's immediate family member has a medical condition that has been verified by a Medical Certificate and requires the Sick Leave Bank member's care.
- the member has been out on approved medical leave (paid or unpaid) as described above for at least two consecutive weeks.
- the member has exhausted all of their sick, vacation, personal leave and compensatory time
- the member has not been disciplined for an absence-related reason for the past 12 months
- the member has completed a Sick Leave Bank Withdrawal Request Form and it has been approved by human resources

All requests for utilization of the sick leave bank must be in accordance with the Sick Leave Bank Policy. Please contact Human Resources for a complete copy of the sick leave bank policy.

Family Medical Leave

Purpose

This policy establishes guidelines for leave available to employees of CEFIA under the federal Family and Medical Leave Act of 1993 ("FMLA") and highlights relevant provisions of Connecticut law.

Eligibility

Employees who have worked at CEFIA for at least twelve (12) months, and who have worked at least 1,250 actual work hours during the twelve (12) months immediately preceding the start of a leave, are eligible for unpaid leave under the FMLA. ("Hours worked" does not include time spent on paid or unpaid leave). Employees must have worked at CEFIA for at least six (6) months to be eligible for family/medical leave under Connecticut law.

Reasons for Leave

Leaves under either the state family/medical leave or federal FMLA or a combination of the acts may be taken for the following reasons:

- **The birth of employee's child or adoption of a child by the employee (both).**
- **The placement of a foster child with the employee (federal only).**
- **The "serious illness" (state) or "serious health condition" (federal) of a child, spouse or parent of an employee.**
- **The "serious illness" (state) or "serious health condition" (federal) of the employee.**

Family Medical Leave Documentation Requirement

The following documents must be submitted in support of an FMLA request:

- **Birth of child:** "Employee Request" (Form HR-1) and Medical Certificate (Form P-33A-Employee) indicating the pre-delivery disability period (if applicable), delivery date and post-partum disability period (if applicable).

- **Adoption:** (both state and federal) or foster care (federal only) of child: “Employee Request” (Form HR-1) and letter from the adoption/foster care agency confirming the event and its effective date.
- **Serious illness/health condition of child, spouse or parent:** “Employee Request” (Form HR-1) and Medical Certificate (Form P-33B-Caregiver).
- **Serious illness/health condition of employee:** “Employee Request” (Form HR-1) and Medical Certificate (Form P-33A-Employee) (only if employee is on paid or unpaid leave for more than five days).

Length of Leave

Under federal FMLA, employees are entitled to 12 weeks of unpaid leave in a twelve-month period. Under state family/medical leave, employees are entitled to a maximum of twenty-four (24) weeks of unpaid leave within a two-year period. The state entitlement is applied **after** the employee has exhausted any sick leave accruals that may be applicable. The state policy allows the substitution of personal leave and vacation accruals; however, this will not extend the 24-week entitlement period.

The 12-month entitlement period for family or medical leave is measured from the initial date of an employee’s first leave under this policy, until the end of the applicable 12 or 24-month period. **For leaves eligible under both the FMLA and state family/medical leave, the entitlement periods will run concurrently.**

Requests for Leave

Requests for a family or medical leave must be submitted to Human Resources at least thirty (30) days before the leave is to commence, if possible. If thirty (30) days notice is not possible, please submit your request as soon as practicable under the circumstances. For leaves taken because of the employee’s or a family member’s serious health condition, the employee must submit a completed medical certification form before the leave begins, if possible. This form may be obtained from Human Resources. If advance certification is not possible, the employee must provide the medical certification within fifteen (15) calendar days of the employer’s request for the medical certification. Failure to submit a certification, or submission of an incomplete certification, may delay the use of FMLA leaves, or result in denial of such leave.

Requests for Leave

If an employee takes leave to care for his or her own serious health condition, immediately upon return to work the employee must provide medical certification that the health condition which created the need for the leave no longer renders the employee unable to perform the functions of the job. This certification must be submitted to Human Resources.

Use of Paid Leave

Employees have the option of substituting their accrued paid personal leave and accrued paid vacation for any unpaid portions of federal FMLA taken for any reason other than the employee’s own serious health condition. However, where the leave is for the employee’s own serious health condition, accrued paid sick leave shall be substituted for unpaid portions of federal FMLA prior to the employee electing the substitution of accrued paid personal and accrued paid vacation leave. The amount of unpaid leave entitlement is reduced by the amount of paid leave that is substituted.

Medical Insurance and Other Benefits

During approved FMLA and/or state family/medical leaves of absence, CEFIA will continue to pay its portion of medical insurance premiums for the period of unpaid family or medical leave. The employee must continue to pay their share of the premium and failure to do so may result in loss of coverage. If the employee does not return to work after expiration of FMLA leave, the employee will be required to reimburse CEFIA for payment of medical insurance premiums during the family or medical leave, unless the employee does not return because of a serious health condition or other circumstances beyond the employee's control.

Employees who have state-sponsored group life insurance will be billed directly for the same amount they contributed prior to the leave. In the case of any other deductions being made from paychecks (disability insurance, life insurance, deferred compensation, credit union loans, etc.), employees must deal directly with the appropriate vendor to discuss payment options.

During a leave, an employee shall not accrue employment benefits such as seniority, pension benefit credits, sick, or vacation leave. However, employment benefits accrued by the employee up to the day on which the leave begins, which remain unused at the end of the leave, will not be lost upon return to work. Leave taken under this policy does not constitute an absence under CEFIA's attendance policy.

Reinstatement

Except for circumstances unrelated to the taking of a family/medical leave, an employee who returns to work following the expiration of a family/medical leave is entitled to return to the job held prior to the leave or to an equivalent position with equivalent pay and benefits. In cases involving the serious health condition of an employee, CEFIA will require the employee to produce a fitness-for-duty report on which the physician has certified the employee is able to return to work. This requirement protects the employee, co-workers and the public from the negative consequences that can result when an individual returns to work before being medically ready to do so. Therefore, employees who are notified of the need for a fitness-for-duty certification will not be allowed to return to work without it.

Military Leave

Military leave with pay for required military training is available to members of the National Guard or Reserve components of the Armed Forces. Required military leave must be verified through the submission of a copy of the appropriate military orders to Human Resources. A maximum of three (3) weeks per calendar year is allowed for annual field training.

When an employee is ordered to duty at the expiration of his/her field training, as evidenced by special orders, he/she shall receive additional time off with pay provided the period of absence in any calendar year shall not exceed thirty (30) days. No such employee shall be subjected, by reason of such absence, to any loss or reduction of vacation or holiday privileges.

Extended Military Leave (Induction)

Any employee who shall enter the Armed Forces shall be entitled to a leave of absence without pay for the time served in such service, plus ninety (90) days. An employee who leaves employment for the purpose of entering the Armed Forces of the United States shall be reinstated to their former position and duties, providing he/she apply for return to employment within ninety (90) days after receiving a certificate of satisfactory service from the Armed Forces.

This section shall not apply to any employee who has been absent from his/her employment for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period provided for because of voluntary reenlistment.

Jury Duty

CEFIA recognizes that every citizen has an obligation to perform jury duty when required. CEFIA encourages cooperation of its employees with this important civic duty.

If an employee is notified to appear in court to qualify to serve as a juror, the staff member must inform Human Resources by presenting the notice in advance of the court appearance date. The employee will receive time off to serve and will receive his/her regular salary during the period of jury service.

Failure to provide such notice will result in CEFIA charging that time to either personal or vacation leave.

On any day during which the employee's attendance on the jury is not required, he/she shall report to work as usual. On any day in which the court releases jurors before 1:00 p.m., the employee is expected to report to work for the balance of the day.

Holidays

Holiday time off will be granted to all full-time regular employees on the 12 holidays listed below. Part-time employees will be paid only if they are scheduled to work on the date that the holiday falls and their pay for the holiday shall be pro-rated based on their part-time schedule. Temporary employees after ninety (90) days will receive holiday pay if normally scheduled to work on the day of the week on which the holiday falls.

If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid holidays at CEFIA are as follows:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Inclement Weather

When traveling in snow presents a significant danger to staff and clients, cancellations and late openings for the State of Connecticut will be announced on WTIC-AM 1080 or on-line at the Connecticut Department of Emergency Management and Homeland Security website. The President ~~and/or their designee~~ or Chief of Staff will inform department managers about any early closing times established during the day.

On inclement weather mornings when no cancellation or late openings have been announced, all employees (except those with an approved inclement weather telecommuting agreement) are expected to make a reasonable effort to be at work on time. Any employee who is unable to get to work is expected to notify their supervisor promptly and will have to utilize their personal

leave accruals. Failure to notify your supervisor will be treated as an unexcused absence. Those employees with an approved inclement weather telecommuting agreement shall be subject to the terms and conditions of that agreement.

In the event of a situation where our offices will be closed because of ~~of~~ a power outage, the following steps will be taken:

1. We will notify the local media that our offices are closed so we can be added to the official "cancellation list" on television and radio.
2. We will implement a "telephone tree" where we will attempt to contact employees via telephone in the event our offices are closed unexpectedly.
3. If you have any questions as to whether our offices are open during a large power outage, please call (860) 257-2366, extension 411. If there is a message that "Circuits are busy" and it doesn't roll over to normal voicemail, you can assume there is no power at our offices and you should not report to work.
4. If necessary, we may communicate a conference call number and a time to call in for a teleconference. We will attempt to communicate this information via the "telephone tree". This conference call will be used to provide information to staff and to arrange continuity of operations in the event of a major emergency.

Community Service Days

Each employee may take up to one paid workday per year to perform community service. Prior approval by the employee's supervisor is required. The community service must be for 501 c 3 or equivalent non-profit organizations. The purpose of this policy is to encourage a range of community service activities by CEFIA employees. This day with pay will not be charged against any leave balance of the employee. Prior to the date of community service, each employee must provide a written request to their supervisor. The Manager, Human Resources will determine whether the proposed service and organization meets the intent of the policy. A letter from the organization will be required as documentation of participation.

SECTION 5
EMPLOYEE BENEFITS

Workers' Compensation

All employees are covered under the State of Connecticut Workers' Compensation insurance program. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. CEFIA pays the full premium for this coverage. There is no cost to the employee.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on the job injury may appear, it is important that it be reported immediately. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. Supervisors are responsible for calling **MedInsights** at (800) 828-2717 toll-free as quickly as possible, to report any work-related injury sustained by an employee. Supervisors must provide **MedInsights** with the employee's name, home address, home telephone number, description of the injury, and the date and place the injury occurred. Supervisors should also notify Human Resources and the President as quickly as possible of any on the job injury sustained by an employee.

Neither CEFIA nor the insurance carrier will be liable for the payment of benefits for injuries sustained during an employee's voluntary participation in any recreational, social or athletic activity sponsored by CEFIA after normal working hours.

Medical Insurance

Employees become eligible for coverage in a comprehensive health insurance program on the first day of the first full month of employment. Enrollment is limited to the date of hire or open enrollment periods (normally the month of May) as outlined by the employer. The details of the plan options and their coverage will be explained by Human Resources and are listed in the explanatory booklets provided by the insurer. A portion of the cost of the medical insurance for dependents must be covered by employee contributions.

Dental Insurance

Employees become eligible for coverage in a dental insurance program on the first day of the first full month of employment. The details of this insurance coverage will be explained by Human Resources and are listed in the explanatory booklet provided by the insurer.

Deferred Compensation

The Deferred Compensation Plan, created in accordance with Section 457 of the Internal Revenue Code, allows you to defer money earned during your peak earning years and receive its value later when you may be in a lower tax bracket. Amounts you elect to defer are before tax dollars and any interest earned or any gains on these dollars are allowed to accumulate without federal income tax obligations until you receive your money.

Participation in the Plan is voluntary. It is your decision, which should be made after considering all options, as well as your plans for the future. A Deferred Compensation Plan is not intended for savings and investments of a short-term nature since monies deferred are generally not available until you separate from State service. For more information regarding deferred compensation, contact Human Resources.

Retirement Plan

Employees of CEFIA are provided retirement benefits under the State of Connecticut Retirement Plan. The benefits provided by the plan are described in the Summary Plan Description given to all eligible employees.

Dependent Care Assistance Program

CEFIA employees are eligible to participate in the State of Connecticut Dependent Care Assistance Program (DCAP). With DCAP you have the opportunity to deposit a portion of your pay into a Dependent Care Spending Account. These dollars are deducted on a pre tax basis and are used to reimburse you for eligible dependent care expenses. These “pre-tax” dollars are exempt from federal and state income taxes.

When you contribute pre-tax dollars to a reimbursement account, you lower your taxable income; therefore, you pay fewer taxes and increase your spendable income. To receive more information, contact Human Resources.

Lincoln National Life and ADD Insurance

Upon employment, CEFIA provides life insurance coverage at no cost to the employees that work at least 30 hours per week. In the event of an employee’s death, life insurance benefits are payable to the person he/she has named as beneficiary. Other benefits such as dismemberment, loss of sight, continuation of insurance are explained in the group certificate. All eligible employees will receive a certificate showing the face value of the policy upon receipt of the application by the insurance company. The amount of coverage is equal to two times the employee’s annual salary up to a maximum of \$150,000 worth of coverage.

Group Life Insurance

Employees become eligible for coverage under the State of Connecticut group life insurance plan after six months of employment. The details of this coverage will be explained by Human Resources and are listed in the plan booklet provided by the insurer.

Supplemental Group Life Insurance

The State of Connecticut also offers supplemental group life insurance to employees whose gross annual income is at least \$45,000. New employees are eligible for this insurance after six months of employment. This benefit is available for present employees to be initiated or increased during open enrollment, which is usually in May. The cost of this option is fully borne by the employee.

Other Insurance

Colonial Life Insurance offers accident/sickness benefits as well as life insurance. The employee bears the total cost of coverage. Please contact Human Resources for further information.

Disability Insurance

CEFIA, Incorporated provides short-term and long-term disability insurance coverage for all full time employees. Disability coverage for new employees will commence on the first day of the second full month of employment. Please refer to your certificate booklet for full details, limitations and provisions of the plan.

Connecticut Higher Education Trust Program

CEFIA employees are eligible to participate in the State of Connecticut’s Higher Education Trust Program, Connecticut’s 529 College Savings Program (CHET). With CHET, you have the opportunity to deposit a portion of your pay into a higher education savings account. These dollars are deducted on a pre tax basis and are “pre-tax” dollars are exempt from federal and state income taxes. To receive more information, contact Human Resources.

Employee Assistance Program

The Employee Assistance Program offers assistance to employees having problems of a personal nature that may affect job performance. Services are also available for family members. Some examples of such problems would be drug or alcohol abuse, marital or family difficulties, or other situations that might have an adverse effect on an employee's emotional health. Participation in the program is confidential and free. It will generally include private consultation with a trained counselor who will advise the employee on what services are appropriate to their need. The counselor will normally refer the employee to qualified providers of treatment or counseling, and advise the employee on what services are or are not covered by their health insurance. Any employee needing assistance should contact Pathways, 674 Prospect Avenue, Hartford, CT 06105. The hotline number is (860) 233-6220.

Participation in the EAP program does not excuse employees from complying with normal agency policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in the EAP prevent CEFIA from taking disciplinary action against any employee for performance problems that occur before or after the employee's seeking assistance through the EAP.

The EAP program is there for you and is totally confidential and voluntary.

Credit Union

CEFIA employees may participate in the Connecticut State Employee's Credit Union. Payroll deductions may be arranged. For more information, telephone CSE Credit Union, Inc., 84 Wadsworth Street, Hartford, CT 06106, (860) 522-5388 (Savings) or (860) 522-7147 (Loans). An employee can open an account by completing an application card and a payroll deduction authorization form, which are available in Human Resources. A check or money order made payable to the Connecticut State Employee's Credit Union must accompany the application and the normal processing time is four (4) weeks.

A change in deduction form may be obtained from Human Resources for employees wishing to stop their deductions. This form must be submitted to CSECU, Inc. The change will take approximately four (4) weeks to become effective.

Other Payroll Deductions

Payroll deductions may be made for U.S. Savings Bonds and the Connecticut State Employees Campaign for charitable giving. Automobile insurance and homeowner's insurance can also be arranged through payroll deduction utilizing a program established by the State of Connecticut. For more information, contact Human Resources.

Direct Deposit

Direct deposit of paychecks to the banking institution of your choice is available. Forms are available from Human Resources. Upon termination of employment, a final paycheck will be issued and not deposited directly.

Benefits Continuation (Cobra)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CEFIA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee beneficiary pays the full cost of coverage at CEFIA group rates plus an administrative fee. CEFIA will provide each employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan.

Continuing Education Assistance

Any full time regular employee who has satisfactorily completed six months of service (and receives a rating of “meets expectations” or higher as a result of their six month review) and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities shall be eligible to receive tuition assistance as follows: For credit courses at accredited institutions of higher education, 100% of the cost of tuition and laboratory fees up to a maximum of \$400 per credit taken for undergraduate courses and \$750 per credit for graduate courses. There will be a maximum dollar limit of \$10,000 tuition assistance per employee per fiscal year. The employee must maintain an overall rating of “meets expectations” during the annual review process in order to continue to be eligible for assistance under this program.

Requests for tuition assistance must be in writing and will be reviewed and approved by the employee’s department head and the President [or Chief of Staff](#) based on individual merits. Management will consider the relevance of the program to the employee’s current position, job responsibilities and promotional path prior to approval of the tuition assistance request. The employee must maintain a grade point average (GPA) of C for undergraduate courses and B for graduate courses to continue receiving tuition assistance under this program. If an employee’s GPA falls below these minimums, further eligibility for tuition assistance will be suspended until the required GPA is achieved.

Employees interested in applying for tuition assistance under this program should obtain a “Continuing Education Assistance Form” from the Human Resources department and follow the steps below to assure prompt tuition assistance.

1. Complete the Continuing Education Assistance Form and submit it, along with a written request for tuition assistance to your immediate supervisor.
2. The request will be reviewed and if appropriate, approved by your department head and the President
3. Once approved and subsequent to enrollment in the program, submit a copy of course registrations, invoices and any other related documents to the Human Resources Administrator for review and payment approval.
4. Upon completion of the semester, The Human Resources Administrator will require a copy of all grades. Failure to do so may render you ineligible for tuition assistance for future course. Employees are financially responsible to reimburse CEFIA for payments made on their behalf under this program if they resign from their employment with CEFIA within (6) months of the signed date on the most recent consent authorization section of the Continuing Education Assistance Form.
5. Employee Tax Liability: CEFIA follows the current IRS guidelines pertaining to annual reporting of employee educational benefits. Employees should consult with their tax advisor regarding this matter.

Training

All employees of CEFIA are encouraged to take advantage of any job-related training opportunities that will enhance their job performance. CEFIA will pay the cost of any training deemed necessary for its employees.

The following is the procedure for signing up for and attending training.

1. The supervisor and employee will work together to develop a training plan for the employee based on the requirements of the job and the employees specific training needs.
2. The employee initiates a training request form and forwards it to their supervisor for approval.
3. The supervisor determines if the training is necessary, job-related, and if there is adequate office coverage for the employee to attend the training.
4. The employee attends the training and receives a certificate or attendance confirmation.
5. Upon return to the office, the employee forwards a copy of that certificate or attendance confirmation to Human Resources to be added to the personnel file.
6. The employee is responsible for sharing information learned at training that might be useful to other staff. The employee is also responsible for utilizing or practicing the subject material (i.e. computer training) and will be held accountable for the training material.

SECTION 6 TRAVEL AND ENTERTAINMENT POLICY

Travel and Entertainment Policy

This policy provides guidelines and establishes procedures for employees incurring business travel and entertainment expenses on CEFIA 's behalf.

Our objective is to provide employees with a reasonable level of services and comfort while traveling on CEFIA business. In order to accomplish this objective all employees must have a clear understanding of the policies and procedures for business travel and entertainment.

Responsibility and Enforcement

The employee is responsible for complying with the travel and entertainment policy. An expense report form must be completed by the employee within 30 days of incurring the expense to request reimbursement for travel and entertainment expenses.

The employee's supervisor is responsible for reviewing and approving expense reports prior to their submission.

CEFIA assumes no obligation to reimburse employees for expenses that are not in compliance with this policy or are not submitted within 30 days of incurring the expense.

Who to Call About Travel Policy Questions

Any questions, concerns, or suggestions regarding this travel policy should be directed to the Finance Department.

Airline Class of Service

All domestic air travel must be in Coach class. Employees are expected to use the lowest reasonable airfare available.

Upgrades for Domestic Air Travel

Upgrades at the expense of CEFIA are **NOT** permitted. Upgrades are allowed at the employee's personal expense.

Unused/Voided Airline Tickets

Unused airline tickets or flight coupons must never be discarded or destroyed as these documents may have a cash value. To expedite refunds, unused or partially used airline tickets must be returned immediately to the designated department employee. Do not send unused tickets to the airlines, or include them with expense reports.

Lodging

Employees are entitled to stay in a single room with a private bath. Employees may accept room upgrades to suites or executive floor rooms if the upgrade does not result in additional cost to CEFIA.

Room Guarantee / Cancellation and Payment Procedures

It is the responsibility of the employee to cancel the room prior to the deadline if business needs require a change in travel plans (cancellation deadlines are based on the local time of the property). Employees should request and record the cancellation number for potential billing disputes.

Rental Car

Rental Car Guidelines

- Employees may rent a car at their destination when:
- It is less expensive than other transportation modes such as taxis, airport limousines and airport shuttles.
- Entertaining customers.
- Employees may reserve rental cars in advance if that is the most reasonable and cost effective means of transportation.

Rental Car Categories

CEFIA reimburses the costs of Compact or Intermediate class rental cars. Employees may book a class of service one-level higher when:

- Entertaining customers.
- The employee can be upgraded at no extra cost to CEFIA.
- Transporting excess baggage such as booth displays.
- Pre-approved medical reasons preclude the use of smaller cars.

Rental Car Insurance

Employees should decline all insurance coverage when renting a car for CEFIA use as CEFIA has suitable coverage in our general liability policy to cover these situations.

RENTAL CAR CANCELLATION PROCEDURES

Employees are responsible for cancelling rental car reservations. Employees should request and record the cancellation number in case of billing disputes. Employees will be held responsible for unused car rentals that were not properly cancelled.

Returning Rental Cars

Every reasonable effort must be made to return the rental car:

- **To the original city unless pre-approved for a one-way rental.**
- **Undamaged (i.e., no bumps, scratches or mechanical failures).**
- **On time, to avoid additional hourly charges.**
- **With a full tank of gas.**

Reimbursement for Personal Car Usage

Employees will be reimbursed for business usage of personal cars on a fixed scale as determined by CEFIA's mileage allowance. The mileage allowance is updated once a year in January and follows the mileage allowance set by the Internal Revenue Service. When working out of the office or out of town, any commute time clocked which is less than your normal daily commute is not reimbursable. Employees will not be reimbursed for any repairs to their personal car even if these costs result from business travel. To be reimbursed for use of their personal car for business, employees must provide on their expense report:

- **Purpose of the trip.**
- **Date and location.**
- **Receipts for tolls, parking.**

Ground Transportation to and from Terminals

The most economical mode of transportation should be used to and from airports and bus and rail terminals when the employee is not accompanying a customer. The following modes of transportation should be considered:

- **Public transportation (buses, subways, taxis).**
- **Hotel and airport shuttle services.**
- **Personal car.**

Personal/Vacation Travel

Combining Personal With Business Travel

Personal vacation travel may be combined with business travel provided there is no additional cost to CEFIA. Corporate credit cards must **NOT** be used to pay for personal/vacation travel.

Spouse / Companion Travel

A spouse or other individual may accompany an employee on a business trip at the employee's expense. CEFIA will not reimburse travel and entertainment expenses incurred by a spouse or other individual accompanying an employee on business unless:

- **There is a bona fide business purpose for taking the spouse or other individual.**
- **The expense incurred would otherwise be reimbursable; and**
- **There is prior approval from the President .**

Telephone Usage

Business Phone Calls

Employees will be reimbursed for using their personal cell phone or home phone for business phone calls that are reasonable and necessary for conducting business. Expenses must be substantiated with the original telephone bill. The finance department maintains a cell phone reimbursement policy. If you are contemplating using a cell phone for business purposes on a regular basis, contact the finance department to obtain a copy of the policy.

Airphone Usage

Employees will be reimbursed for using an airphone only in an emergency or if critical business issues necessitate its use.

Travel Insurance Coverage

Expenses for additional travel insurance coverage will not be reimbursed.

Meals and Entertainment

Personal Meal Expenses

Personal meals are defined as meal expenses incurred by the employee when dining alone on an out-of-town business trip. Employees will be reimbursed for personal meals according to actual and reasonable cost incurred.

Business Meal Expenses

Business meals are defined as those taken with clients, prospects or associates during which a specific business discussion takes place. Employees will be reimbursed for business meal expenses according to actual and reasonable cost.

Business Meals Taken With Other Employees

Employees will be reimbursed for business-related meals taken with other employees only in the following circumstances:

- When a client is present.
- When, for confidentiality reasons, business must be conducted off CEFIA premises.
- When traveling together for business.

Meal costs for social occasions, such as employee birthdays; secretary's day, etc. are not classified as business meals or entertainment expenses.

Entertaining Customers

Entertainment expenses include events that include business discussions, which take place during, immediately before or immediately after the event, are eligible for reimbursement for entertaining customers, with the prior approval from the President..

Tipping

Tips included on meal receipts will be reimbursed. Any tips considered excessive will not be reimbursed. As a general rule, employees should not tip more than 15% to 20% of the cost of the meal.

Other types of tips for porters, maid service, etc. should be reasonable.

Payment for Meals and Entertainment

When more than one employee is present at a business meal, the most senior level employee should pay and expense the bill.

Documentation Requirements

A receipt must be submitted with the expense report for any individual meal or entertainment expense. If a receipt is lost or destroyed, the President or Vice President Finance and Administration must approve the expense. In addition, for business meals and entertainment expenses, the following documentation is required and must be recorded on the expense report:

- Names of individuals present, their titles and company name.
- Name and location of where the meal or event took place.
- Exact amount and date of the expense.
- Specific business topic discussed.
- In the case of entertainment events, the specific time the business discussion took place (i.e. before, during or after the event).

Corporate Charge Card

The President ~~and/or their designee~~ or Chief of Staff must approve the issuance of a corporate charge card.

Personal Use of Corporate Charge Card

Corporate charge cards are intended for business use. Corporate charge cards must NOT be used for personal expenses and use of the corporate charge card for personal expenses will result in termination of the card.

Reporting Lost / Stolen Cards

A lost or stolen corporate charge card must be reported to the card issuer and the Vice President of Finance and Administration as soon as the employee discovers it is missing. Statistics on stolen charge cards indicates that unauthorized use of stolen cards is greatest in the first few hours after the theft.

Expense Reporting

An expense report form is required to be completed to request reimbursement for incurred eligible travel and entertainment expenses.

The expense report form is located under Templates in the Shared Drive.. The form will automatically calculate mileage reimbursements, total expenses by day and by type and calculate the net amount due the employee.

The expense report is to be completed and submitted for reimbursement in a timely manner. Expense reports should be submitted within one week of incurring the expense. CEFIA will assume no obligation to reimburse employees for expenses that are not submitted within 30 days of incurring the expense.

The type of expense and dollar amount must be separated on a **daily basis**. For example: a hotel bill may include meals, lodging and telephone expenses. Each category must be split and entered in the appropriate space on the expense report form with expenses allocated for each travel day.

Approval / Authorization Process

All expense reports must be approved by the employee's immediate supervisor and then forwarded to the Finance Department. The President's expense report will be approved by the Vice President Finance and Administration. **Individuals approving expense reports are responsible for ensuring:**

- The correctness, reasonableness and legibility of entries.
- Applicable receipts are attached.
- Charges are consistent with policy and were incurred for business purposes.
- Expenses are adequately explained.
- The expense report is signed by the employee.

In accordance with present rules and guidelines, charges that are questionable should be discussed with the employee and resolved **before** the expense report is approved.

Expense Report Review

The Finance Department will review each employee expense report for:

- Approval signatures.
- Business purpose.
- Correct totals.
- Supporting documentation and receipts.
- Policy compliance.

The Finance Department will not reimburse any expense that is not in compliance with CEFIA's travel and entertainment policy.

Examples of Acceptable Documentation:

- Air/Rail - original passenger coupon.
- Hotel - hotel folio plus charge card receipt or other proof of payment.
- Car Rental - rental car agreement plus charge card receipt or other proof of payment.
- Meals/Entertainment – charge card receipt or cash register receipt.
- Receipts for all miscellaneous expenses over \$10.00.

Receipts must include the name of the vendor, location, date and dollar amount of the expense. When a receipt is not available, a full explanation of the expense and the reason for the missing receipt is required.

Incorrect or Incomplete Expense Reports

Expense reports that are incorrect or incomplete will be returned to the employee for corrective action and may result in delay or non-reimbursement of specific items. Violating CEFIA policy or altering of receipts can result in disciplinary action up to and including termination.

Employees Will Not Be Reimbursed for the Following Items:

- **Airline club membership dues.**
- **Airline headsets.**
- **Airline drinks.**
- **Airline or personal insurance.**
- **Annual fees for personal credit card.**
- **Barbers and hairdressers.**
- **Birthday lunches.**
- **Car washes.**
- **Cellular phone repairs, except for corporate cell phones.**
- **Child care.**
- **Clothing (i.e. socks, pantyhose, etc.).**
- **Expenses for travel companions/family members.**
- **Expenses related to vacation or personal days while on a business trip.**
- **Flowers or gifts for employees or customers (unless approved by the President or a Vice President).**
- **Gum, candy or cigarettes.**
- **Health club facilities, saunas, massages.**
- **Hotel movies.**
- **Hotel room refrigerator items.**
- **Hotel laundry and valet services unless the trip exceeds five consecutive days.**
- **Interest or late fees incurred on a personal credit card.**

- **Loss/theft of cash advance money or Company-paid airline tickets.**
- **Loss/theft of personal funds or property.**
- **Magazines, books, newspapers, subscriptions.**
- **Mileage for travel between home and office/work site.**
- **“No show” charges for hotel or car service.**
- **Optional travel or baggage insurance.**
- **Parking or traffic tickets.**
- **Personal accident insurance.**
- **Personal entertainment, including sports events.**
- **Personal toiletries.**
- **Pet care.**
- **Postage costs, postcards (sent to fellow employees).**
- **Shoe shine.**
- **Short term airport parking (except for 1 day trips only)**
- **Unexplained or excessive expenses which are not within the intent of CEFIA policy will not be reimbursed.**

All employees must review this policy and sign the acknowledgement form found in the Appendix and return it to Human Resources.

SECTION 7 GENERAL RULES OF CONDUCT

General Rules of Conduct

To ensure orderly operations and provide the best possible work environment, CEFIA expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. Although it is not possible to list all the forms of behavior that are unacceptable, the following are examples of infractions that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property of CEFIA, clients or other employees.
- Dishonesty or misrepresenting, falsifying or providing misleading records including, but not limited to, employment applications or resumes, time keeping records, client records, expense requests, etc.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, manufacturing, sale, transfer, or use of alcohol or illegal drugs in the work place, while on duty.
- Fighting, wrestling, horseplay, or threatening violence in the workplace.
- Insubordination or other disrespectful conduct including, but not limited to, refusal to perform assigned work.
- Refusal to do assigned work, use of obscene or vulgar language, or other disrespectful conduct.
- Taking any action detrimental to CEFIA, fellow employees, clients or visitors.
- Unsafe behavior and/or violation of safety or health rules.
- Sexual or other unlawful or unwelcome discrimination or harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism, tardiness, or any absence without notices.
- Unauthorized use of telephones, mail system, or other employer-owned equipment for personal use or other unauthorized operation.
- Sleeping, loafing, failure to demonstrate a professional behavior in carrying out assigned tasks.
- Soliciting, gambling, taking orders, selling tickets, collecting or contributing money for any unauthorized cause.
- Engaging in outside business activities that conflict with CEFIA's interests or interfere with proper performance of job duties.
- Failure to report a work-related injury immediately.
- Unauthorized use or the willful damage, abuse or destruction of CEFIA property or the property of others.
- Violation of CEFIA's personnel policies and/or rules.
- Unsatisfactory work performance.

The examples listed above are not intended to cover all situations that may result in disciplinary action, but are only intended to be guidelines as to what are considered improper standards of work conduct. Also, this policy does not alter the at-will nature of an employee's employment with CEFIA.

If any employee's behavior or interactions jeopardize positive working relationships with clients, and render the employee unable to fulfill the responsibilities of his/her position, or place CEFIA at risk of liability, the employee will be subject to review and possible disciplinary actions.

It is important for all employees to conduct themselves in a way that is fair to each other and to our common objective of delivering quality services.

Personal Appearance

The nature of our business at CEFIA puts us in frequent contact with clients and the public. We enjoy an excellent reputation among the energy community in Connecticut. While there are many reasons for this reputation, one of the ways to help maintain it is for all staff to present a professional image to the community. It is important that they have confidence in the staff, and the staff members have confidence/pride in themselves when transacting business. To help present this image and foster public confidence, staff members must dress appropriately for their work assignments and use common sense and good judgment in their appearance. Employees with questions regarding what is deemed appropriate dress for his/her work assignments should discuss this with his/her supervisor. CEFIA reserves the right to determine individual compliance with the policy in all questionable cases.

Personal Appearance Guidelines

Staff will wear clean and well-maintained attire appropriate to the type of work they do. Shoes are required and must also be well-maintained. Good grooming is required.

Formal business attire may be expected for internal and external events such as board meetings, hearings, presentations, and meetings.

Business casual attire (ties are optional) is acceptable for all other occasions.

In compliance with this policy, the following are examples of unacceptable attire:

- torn, patched/faded clothing
- athletic wear, e.g. sneakers, shorts, t-shirts, skorts, etc.
- halter tops
- tube tops
- rubber soled flip flops
- blue denim clothing (unless on a designated “Jeans for Charity” Day)
- shorts (any pant or slack that ends above the knee)
- shirts with slogans or large letter advertising

Freedom from Harassment

CEFIA is committed to treating its employees with dignity and respect. All employees have a right to be free from racial or ethnic slurs, unwelcome sexual advances, or any other verbal or physical conduct that constitutes harassment. CEFIA is committed to providing a work environment that is free of discrimination and unlawful harassment.

Sexual harassment is unlawful under federal and state law. The CEFIA statement on Sexual Harassment and the Equal Employment Opportunity Commission “Guidelines on Discrimination Because of Sex” provide that unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that person.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Actions, words, jokes, or comments based on an individual’s sex, race, ethnicity, age, religion, or any other legally protected characteristics will not be tolerated. As an example, sexual

harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Sexual, racial, ethnic, or other unlawful harassment of employees by supervisory or non-supervisory employees of CEFIA, or by non-employees (including clients) will not be tolerated. All members of CEFIA management and supervision have the explicit responsibility to take immediate corrective action to prevent any sexual, racial, ethnic or other harassment.

Any employee who wishes to report an incident of unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee prefers to report the incident to someone other than the supervisor, he or she should immediately contact the Human Resources Administrator or any other available manager.

Anyone engaging in unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Sexual Harassment

Title VII of the Civil Rights Act of 1964, which is a federal law and Connecticut law, prohibit sexual harassment. CEFIA will not tolerate sexual harassment in the workplace. No employee—either male or female—should be subject to unwelcome verbal or physical conduct that is sexual in nature or shows hostility to the employee because of the employee’s gender. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness.

Management Responsibility

Management at all levels of CEFIA is responsible for preventing sexual harassment in the workplace. This responsibility includes immediately reporting conduct by anyone, whether a coworker, supervisor, or non-employee, that may constitute sexual harassment, even if the conduct was sanctioned and regardless of how awareness of conduct was gained.

Prohibition Against Sexual Harassment

CEFIA strictly enforces a prohibition against sexual harassment of any of its employees. Sexual harassment prohibited by state and federal law and by this policy includes the following conduct:

- Unwelcome verbal or physical conduct of a sexual nature when submission to such conduct is made either an explicit or implicit term or condition of any individual’s employment (such as promotion, training, timekeeping, overtime assignments, leaves of absence); or
- Unwelcome verbal or physical conduct of a sexual nature when submission to or rejection of such conduct by an individual is used as the basis for employment decisions; or
- Unwelcome verbal or physical conduct of a sexual nature when the conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment; or
- Unwelcome verbal or physical non-sexual conduct that denigrates or shows hostility toward a person because of his or her gender when the conduct has the purpose or effect of substantially interfering with an individual’s work performance, or creating an intimidating, hostile, or offensive work environment.

- Sexual harassment is a form of sexual discrimination, and neither sexual harassment nor discrimination will be tolerated.

Examples of Conduct Prohibited By This Policy Include:

- Offering or implying an employment-related reward (such as a promotion or raise) in exchange for sexual favors or submission to sexual conduct;
- Threatening or taking a negative employment action (such as termination, demotion, denial of a leave of absence) if sexual conduct is rejected;
- Unwelcome sexual advances or repeated flirtations;
- Graphic verbal commentary about an individual's body, sexual prowess or sexual deficiencies;
- Sexually degrading or vulgar words to describe an individual;
- Leering, whistling, touching, pinching, brushing the body, assault, coerced sexual acts, or suggestive, insulting, or obscene comments or gestures;
- Asking unwelcome questions or making unwelcome comments about another person's sexual activities, dating, personal or intimate relationships, or appearance;
- Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of that person's gender (including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movement);
- Displaying or circulating pictures, objects, or written materials (including graffiti, cartoons, photographs, pinups, calendars, magazines, figurines, novelty items) that are sexually suggestive or that demean or show hostility to a person because of that person's gender;
- Retaliation against employees complaining about such behaviors;
- Harassment consistently targeted at only one sex, even if the content of the verbal abuse is not sexual;
- Sexually suggestive or flirtatious letters, notes, e-mail, or voice mail

This policy covers all employees. CEFIA will not tolerate, condone or allow sexual harassment whether engaged in by fellow employees, supervisors, and associates or by outside clients, opposing counsel, personnel or other non-employees who conduct business with this agency.

General Harassment

Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic will not be tolerated. Such conduct can unreasonably interfere with work performance and create an intimidating, hostile and offensive work environment.

We expect all employees to consider at all times the effect your words and actions may have on those with whom you work. While you may feel that your behavior is harmless, it is the way your words and actions are perceived by others that counts.

Please do not assume that the agency is aware of a harassment situation. It is in your best interest and your responsibility to bring your complaints and concerns to management's attention so that the issue may be resolved.

Complaint Process

Should you ever experience any job harassment problem, please exercise the steps in our agency Grievance Procedure (outlined in Section 7 of this handbook), or at your option, you

may directly contact Human Resources. You may expect prompt and concerned reaction to your problem. Any employee engaging in unlawful harassment will be subject to disciplinary action, up to and including termination.

Sanctions

Any employee found to have engaged in sexual harassment or sexual discrimination will be subject to appropriate discipline, up to and including discharge.

No Retaliation

This policy also prohibits retaliation against employees who bring sexual harassment charges or assist in investigating charges. Retaliation in violation of this policy may result in discipline up to and including termination. Any employee bringing a sexual harassment complaint or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint.

All employees must review this policy and sign the acknowledgement form found in the Appendix and return it to Human Resources.

Confidential Disclosure Policy

Instructions: Please read this Confidential Disclosure Policy form carefully, then sign and return this form to Human Resources.

I understand that in connection with my work for CEFIA, I may be exposed to or given confidential or proprietary information belonging to CEFIA and others, including, but not limited to, information concerning trade secrets, business, products, finances, personnel information, and plans of CEFIA or CEFIA's clients, portfolio companies and applicants, (the Confidential Information). Without limitation, examples of Confidential Information are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, financial information, business and marketing plans and information systems.

Some of the Confidential Information may belong to or relate to "publicly held" companies and may include "inside information" which is not available to the public.

My employment by CEFIA creates a relationship of special confidence and trust between me and CEFIA with respect to the Confidential Information.

I agree as follows:

1. I will not, either during or subsequent to my employment by CEFIA, (1) publish or otherwise disclose Confidential Information except to persons who may from time to time be designated by CEFIA as proper recipients of such Confidential Information or (2) use the Confidential Information (including any inside information) either for the benefit of myself or for the benefit of anyone other than CEFIA. If I have any questions regarding whether any information is Confidential, I will ask my supervisor for instructions and will not disclose such information unless otherwise instructed by my supervisor.
2. The Confidential Information will remain at all times the property of CEFIA or the rightful owners thereof notwithstanding its disclosure to me.
3. I will promptly disclose to CEFIA all materials, innovations, studies, writings or other works created or developed by me as a result of tasks assigned to me by CEFIA or exposure to the confidential Information ("Work Product"). I agree that all ("Work Product") shall be the sole property of CEFIA and that CEFIA shall be the sole owner of all copyrights and other intellectual property rights related thereto. I hereby assign to CEFIA any and all rights which I may have or acquire in any Work Product and agree to assist CEFIA in every way (but at CEFIA's expense) to obtain or enforce copyrights and other interests in the Work Products as CEFIA may desire.
4. Upon termination of my employment with CEFIA or whenever requested by CEFIA, I will promptly deliver to CEFIA all Work Product and all documents and other tangible embodiments of the Confidential Information and any copies thereof.

Confidential Disclosure Policy

This agreement supersedes and replaces any existing agreement between CEFIA and me relating generally to the same subject matter. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of CEFIA. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns.

All employees must review this policy and sign the acknowledgement form found in the Appendix and return it to Human Resources.

Computer Use Policy

Personal Use

Your computer is a CEFIA resource and is subject to the same rules as other CEFIA resources. **Use of your computer for personal business is prohibited.** Personal use includes anything not related to your job at CEFIA. CEFIA reserves the right to access, review, read, monitor, edit, delete, and print, any files, data, electronic mail, or other information or material which is created, communicated, accessed, or stored by any user on any of CEFIA's electronic information resources.

E-Mail

E-mail messages are considered public records and are subject to the Freedom of Information Act. Furthermore, e-mail, both incoming and outgoing, is not confidential and is monitored by the Information Technology Department. All e-mail correspondence is saved on the network backup solution and is easily retrievable. You should take great care to scrutinize what you include in an e-mail message. E-mail messages may exist on the system indefinitely and may be recoverable even after you have deleted the message.

All employees must create and use a business email signature, based on the approved template that is generated by the marketing department. Instructions and format of the signature are located under IT Tech Tips in public folders.

The following are misuse of the email system. Failure to comply with these guidelines could result in disciplinary action.

- E-mail of a personal nature sent within the organization or to outside individuals.
- Forwards / chain mail.
- Jokes / cartoons / videos.
- Remarks of a discriminatory, abusive, profane, threatening, racist, sexist nature.
- Solicitations for donations or events (unless authorized by management).
- Infringement on copyrights or trademark rights of the company or other organizations.
- Misrepresentation of oneself or the company.
- Additionally, users shall not open misaddressed e-mail, or send anonymous e-mail messages.

Email Disclaimer

An email disclaimer is automatically added through our Exchange server to the end of all e-mail being sent outside the office. Do not add your own disclaimer to messages. The company disclaimer is as follows:

[NOTICE TO RECIPIENT: This e-mail is \(1\) subject to the Connecticut Freedom of Information Act and \(2\) may be confidential and is for use only by the individual or entity to whom it is addressed. Any disclosure, copying or distribution of this e-mail or the taking of any action based on its contents, other than for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system](#)
~~[NOTICE TO RECIPIENT: This e-mail is \(1\) subject to the Connecticut Freedom of Information Act and \(2\) confidential and for use only by the individual or entity to whom it is addressed. Any disclosure, copying or distribution of this e-mail or the taking of any action](#)~~

~~based on its contents, other than for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system. NOTICE TO RECIPIENT: This e-mail, including any files or attachments transmitted with it, is confidential and intended for a specific purpose and for use only by the individual or entity to whom it is addressed. Any disclosure, copying or distribution of this e-mail or the taking of any action based on its contents, other than for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system. Any views or opinions expressed in this e-mail are not necessarily those of The Clean Energy Finance and Investment Authority (CEFIA). E-mail transmission cannot be guaranteed to be error-free, or secure, or free from viruses, and CEFIA disclaims all liability for any resulting damage, errors, or omissions.~~

My Documents

The “My documents” folder is to be used as a work-in-progress location. This is the only place you are allowed to store documents on the PC. Once items in this folder are deemed completed they should be moved to the proper location within the department’s folders on the server. Your my documents folder is located on the server, synchronized with your PC on logon and logout. The size of this folder is limited to 350 mb

Creation of folders and files on your PC is prohibited, except within your “My Documents” folder.

Illegal & Prohibited Activities

Use of your computer for an illegal purpose is prohibited. Illegal activities include violations of local, state and/or federal laws and regulations. Connecticut General Statutes, section 53a-251 establishes the crime of “Computer Crime.” A person can be charged with a computer crime for such things as:

- Unauthorized access to a computer system.
- Theft of computer services.
- Interruption of computer services.
- Misuse of computer services.
- Destruction of computer equipment.

A computer crime violation can range from a Class B Felony (1 to 20 years in prison and up to \$20,000 fine) to a Class B Misdemeanor (up to 6 months in prison and up to \$1,000 fine) depending on the amount of money or damage involved.

CEFIA strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, CEFIA prohibits the use of any of its systems, including the computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

It is recognized that employees do not have complete control over all incoming e-mail that is sent to CEFIA. However, it is the responsibility of every employee to monitor incoming e-mail and request cessation of inappropriate, voluminous, unprofessional or disruptive e-mail.

Software

Use of software that was preinstalled on your computer or use of software later approved and installed on your computer by the Information Technology Department is permissible. However, you are not allowed to install any software on any company hardware. All software must be approved and installed by the Information Technology Department.

- All use of software must pertain to CEFIA business only. No copying of software is permitted.
- No use of any recreational games on company hardware is permitted.
- Prior to use, the Information Technology Department must scan all computer media received from outside CEFIA for viruses. No personal software may be brought in or used on CEFIA systems.
- No company software may be installed on personal hardware.

Hardware

- All use of hardware must pertain to CEFIA business only. No personal use of this equipment is permitted.
- No personal hardware may be used on CEFIA systems.
- Personal use of the company phone system should be kept to a minimum.
- Presentation laptops and LCD projectors must be reserved in the CEFIA device calendars.
- All laptop users must carry their device in an adequately padded laptop case. Laptop sleeves, totebags and any other uncushioned bags are not acceptable.
- Equipment may not be rearranged on your desk without assistance by the IT Staff.
- Printers must be handled with care. If a jam or other issue occurs and you cannot quickly fix the issue, the IT Staff should be contacted to resolve the issue.

Mobile Devices and Tablets

Cell Phones/Smart Phones

CEFIA understands the need to keep in touch with others both on a personal and professional level. We ask that you use some common courtesy using cell phones.

Company paid phones with data plans must be first approved by your supervisor and proper paperwork filed with Finance. Once this process is complete, the IT department will configure the device to connect to the server to retrieve mail, contacts and your calendar. It is your responsibility to take care of the device and ensure its safety. If it at any time it is lost, stolen, upgraded or you leave CEFIA you must inform IT so that they can wipe the device remotely of company data.

Tablets

Those who own such devices must have management approval to use them for company business and e-mail synchronization, just as for smart phones. Just as for synchronized phones, IT needs to be informed if your device has been lost or put into the wrong hands or if you are getting rid of the device as they need to wipe it of company data.

Other Wireless Enabled Devices

Other devices, such as the iPod Touch, which have wireless capabilities, may be connected to the guest wireless in the office. To use these devices to connect to company email you

must have management approval and must follow the same rules as smartphones and tablets.

Company Data

The Information Technology Department is responsible for protecting all company data. This includes all data on the servers, as well as on other devices such as laptops, desktops, mobile devices and multifunction printers. The IT department backs up all data on the servers on a daily, weekly, and monthly schedule and retains this data under the company approved Backup Policy.

The following are not permitted:

- Backup company data on your own.
- Have company data on your personal equipment, this includes the following:
 - Personal PCs laptops or desktops.
 - Personal USB devices, such as memory sticks, MP3 players, hard drives or other recording devices.
- Send company data via e-mail to your or another CEFIA employee's personal email account.
- Access another employee's hardware, computer files or email without prior permission from employee or appropriate manager.
- Sharing your logon password with anyone except for the IT Staff.
 - The system will ask to reset your password every 90 days.

If you telecommute, all work must be done on company equipment. If you are not using a company-owned laptop, a loaner PC can be arranged through the IT department with proper advanced notice to accommodate your needs. No personal devices may be attached to company hardware without prior approval by the IT department (i.e. printers, hard drives, etc.).

It is permitted to transfer items such as presentations and documents to a recording device for the sole purpose of collaboration with approved clients or customers pertaining to company business.

Internet Use Policy

Access to the Internet at CEFIA is a resource, and use thereof is subject to the same rules as other CEFIA resources. It is the responsibility of the user to make sure that all use of the Internet is authorized, appropriate and to the benefit of CEFIA. Each individual with access to the Internet is responsible for controlling its use. The use of the Internet is a privilege, not a right, which can be revoked at any time.

Use of the Internet for personal business is prohibited. Access to the Internet is provided for official business purposes only. It is our intention to prevent users from going to non-business related websites that could potentially download malware without the user's knowledge. We also want to prevent unnecessary Internet use that reduces bandwidth.

The following are examples of **non-business** related activities that are prohibited:

- Streaming music or video.
- Shopping.
- Booking a vacation.
- Using instant messaging.
- Viewing personal pictures over the web.

- Social media websites (i.e. Facebook, Twitter, MySpace, Google+, etc.)
- Downloading unauthorized computer software or pornographic materials.

Communication on the Internet is not private and can be monitored by CEFIA. CEFIA systems and all information stored on them is the property of CEFIA. Do not send confidential or sensitive information. Do not assume any communication will be read only by the intended recipient. Communication on CEFIA systems shall not contain content that could be considered to be defamatory, offensive, harassing, disruptive, or derogatory. This includes, but is not limited to, sexual comments or images; racial or ethnic slurs, or other comments or images on gender, national origin, religion, political beliefs, or disability that would offend someone.

Social Media

These guidelines apply to CEFIA employees, temporary employees and contractors who create or contribute to blogs, wikis, social networks, virtual worlds or any other kind of Social Media for both professional and personal use.

While everyone is welcome to participate in Social Media, we expect all who participate in online commentary understand and follow these simple but important guidelines. Please keep in mind that our overall goal is simple: to participate online in a respectful, relevant way that protects our reputation and follows the letter and spirit of the law.

- Post meaningful, respectful comments- no spam and no remarks that are off-topic or offensive.
- Be smart about protecting yourself, your privacy, and CEFIA's confidential information. What you publish is widely accessible and available for a long time, so consider the content carefully.
- Never claim nor imply that you are speaking on the company's behalf, unless you are posting on a company owned and approved location and that information has been approved by management.
- Do not represent yourself or CEFIA in a false or misleading way. All statements must be true and not misleading; all claims must be substantiated.
- Postings cannot include company logos or trademarks unless permission has been asked for and granted.
- Never comment on anything related to legal matters, litigation, or any parties CEFIA may be in litigation with.
- Postings must respect copyright, privacy, fair use, financial disclosure, and other applicable laws.
- Pictures, videos, and other media produced on the business premises or outside events may not be posted.
- Sites cannot be accessed for personal use on company hardware nor can any postings of a personal nature be orchestrated during business hours on company owned personal devices.
- CEFIA reserves the right to request that certain subjects be avoided, withdraw certain posts, and remove inappropriate comments. If such employee denies or does not comply, proper legal action will be taken.

All employees must review these policies and sign the Information Technologies Policies acknowledgement form found in the Appendix and return it to Human Resources.

Solicitation and Distribution

All CEFIA employees are entitled to the opportunity to perform their work without being bothered or disturbed. Accordingly, we have adopted the following solicitation and distribution rule.

Non-Employees

Anyone who is not an employee of CEFIA is prohibited from soliciting or distributing literature on CEFIA premises at any time.

Employees

The CEFIA Solicitation and Distribution policy as it relates to current employees is as follows:

- Employees may not engage in solicitation or distribution of literature during working time. “Working time” means actual working time during the workday and includes both the working times of an employee doing the soliciting or of an employee being solicited. Working time does not include lunch periods, work breaks, or any other period in which employees are not on duty.
- Employees may not distribute literature concerning matters other than those directly related to CEFIA business in work areas at any time.
- Employees may not engage in verbal solicitation or distribution of literature at any time in those areas normally frequented by clients carrying on CEFIA business.

Bulletin Boards

Bulletin boards are important as communications tools to alert you to CEFIA programs and activities. The posting of written solicitations of any kind on bulletin boards is restricted. Only notices relating to CEFIA sponsored activities may be posted on bulletin boards. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements.
- Internal memoranda.
- Job openings.
- Organization announcements.
- Workplace Violence Policy Memorandum

DATE: December 16, 2011
TO: CEFIA Staff
FROM: Bryan Garcia, President
RE: **Workplace Violence Policy**

Attached is a copy of a policy concerning workplace violence and prohibiting weapons and dangerous instruments in the workplace. This policy was prepared at the direction of the Governor and is effective immediately.

The policy is consistent with what has been called a “Zero Tolerance” approach. Violence or the threat of violence by or against any employee of the State of Connecticut, including CEFIA, is unacceptable and will subject the perpetrator to serious disciplinary action and possible criminal charges.

CEFIA is committed to providing its employees a safe and healthy work environment, free from intimidation, harassment, threats and/or violent acts.

The worksite is any location, either permanent or temporary, where an employee performs any work-related duty. This includes but is not limited to the building and the surrounding perimeter, including the parking lot. It includes all state-owned and leased space, including vehicles and any location where state business is conducted.

According to the National Institute for Occupational Safety and Health (NIOSH), workplace violence is defined as:

“any physical assault, threatening behavior or verbal abuse occurring in the work setting. It includes, but is not limited to beatings, stabbings, suicides, shootings, rapes, near suicides, psychological traumas such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as being followed, sworn at, or shouted at.”

There is no such thing as a “joke” when dealing with this subject. It is not funny when employees speak about “going postal”, “getting” another employee or anything remotely similar.

Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If you observe or experience such behavior by anyone on Authority premises, whether he or she is a CEFIA employee or not, report it immediately to a supervisor or manager.

The cooperation of all CEFIA staff is needed to implement this policy effectively and maintain a safe working environment.

State of Connecticut

**Workplace Violence Prevention Policy
Issued by Governor John G. Rowland**

August 1999

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence. Therefore, except as may be required as a condition of employment---

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, a switchblade or other knife having an automatic spring release device, a stiletto or any knife with the blade of four or more inches, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

Any employee, who fears for their personal safety or for the safety of others in situations that require immediate attention, should **call police at 911**.

Contact your supervisor or Human Resources at **ext. 356** for non-emergency situations.

All employees must review this policy and sign the acknowledgement form found in the Appendix and return it to Human Resources.

Disciplinary Procedure

CEFIA believes each employee should be treated and respected as an individual. Therefore, employee misconduct is approached in a case-by-case manner. Some infractions are more serious than others are and an employee's lengths of service, work record and prior conduct are all important in determining the proper disciplinary action. It is our general practice to use progressive disciplinary counseling procedures between the employee and their immediate supervisor in which the supervisor will explain the charges and allow the employee to explain their position. In all phases of the disciplinary procedure, CEFIA will make reasonable efforts to give the employee the opportunity to make their position clear, orally or in writing. Some serious incidents of misconduct may require immediate discharge from employment, but whenever possible, misconduct will be approached with counseling before termination of employment is considered. The primary purpose of discipline is remedial, not punitive. When possible and appropriate the steps of progressive discipline will be as follows:

1. A verbal (oral) warning giving clear guidelines for corrective action and potential consequences.
2. A written warning with the infraction and required corrective action specified.
3. A written reprimand is issued when the employee has been warned and the problem behavior has not been corrected.
4. A suspension without pay serves as the last resort prior to discharge.
5. A demotion results when an employee is willing but unable to perform assigned duties.
6. A termination of employment usually follows prior disciplinary steps or for a serious rule violation.

When disciplinary action is required upon the recommendation of the Supervisor, the President and/or their designee or Chief of Staff may elect a written reprimand, suspension without pay demotion, disciplinary probation, or dismissal. The President and/or their designee or Chief of Staff may take any such disciplinary action after the evaluation process determines that an employee's performance and/or conduct is unacceptable, taking any mitigating circumstances into account. A record of the written reprimand or documentation of other disciplinary action will be made a permanent part of the employee's personnel file.

Management reserves the right to enter into any level of disciplinary action or termination based upon the severity of the offense requiring discipline and the employee's past work record. This policy in no way alters the at-will employment policy; the employee or CEFIA may terminate the employment relationship at any time and for any reason.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation

Employment termination initiated by an employee who chooses to leave CEFIA voluntarily.

Discharge

Employment termination initiated by CEFIA.

Layoff

Involuntary employment termination initiated by CEFIA for non-disciplinary reasons.

Retirement

Voluntary retirement from active employment status initiated by the employee.

Exit Interview

CEFIA will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to CEFIA, return of CI-owned property, and assuring that necessary assignments are completed. Suggestions, complaints, and questions can also be voiced.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance

Grievance Procedure

Supervisors are responsible for being accessible and for regularly discussing working conditions, job performance, or any other concern an employee has about his/her job at CEFIA making reasonable efforts to address problems and concerns. Our success depends upon maintaining clear and open communication with employees. It is of utmost importance to respond to complaints, problems, or anything employees deem unfair or unacceptable. Each employee should feel free to discuss any complaint or problem with their immediate supervisor. This initial step in the grievance procedure is informal to encourage a quick resolution. No employee will be penalized or discriminated against for bringing up a problem or registering a grievance regardless of the nature of the complaint.

Grievances Not Involving Discrimination Or Sexual Harassment

If an employee has a grievance that remains unresolved in informal discussions with their supervisor, they should make a scheduled, recorded appointment with their supervisor to discuss the problem. The employee and supervisor should keep a written record of this discussion.

If a settlement satisfactory to both parties cannot be reached, the employee and their supervisor should submit the grievance in writing to the ~~President and/or their designee or Chief of Staff~~ ~~President Chief of Staff~~, attaching their written records of the meeting. The ~~President Chief of Staff~~ ~~President and/or their designee or Chief of Staff~~ will schedule a meeting with the employee and the supervisor within five (5) working days of receipt of the grievance. A written record of this meeting will also be kept, and the ~~President Chief of Staff~~ ~~President and/or their designee or Chief of Staff~~ will render a decision within three (3) working days after the meeting.

In the event the employee is not satisfied with the decision of the ~~President, Chief of Staff~~ ~~President and/or their designee or Chief of Staff~~ they may request a hearing before the Board of Director's Budget and Operations Committee. The decision of the Budget and Operations Committee shall be final.

Grievances Involving Discrimination Or Sexual Harassment

Any employee who feels they would like counseling about possible violations of CEFIA affirmative action or anti-harassment policies, or any state or federal statutes related to Equal Employment Opportunity (EEO), Affirmative Action (AA), or Sexual Harassment should contact Human Resources. This counseling will be kept confidential and no related information will be released except upon signed consent of the employee or as necessary for CEFIA to comply or fulfill its obligations under federal or state law. Human Resources will provide information on state, federal agencies and CEFIA resources available to employees who wish to pursue a grievance regarding discrimination.

If a grievance involves sexual harassment by the employee's supervisor, or if there are other circumstances that make it impossible for the employee to initially address a grievance directly to the supervisor, he/she may schedule the initial meeting with the ~~President~~ Chief of Staff ~~and/or their designee~~ or Chief of Staff. If the employee's supervisor is the ~~President~~ Chief of Staff ~~or Chief of Staff~~, the grievance may be directed to the Budget and Operations Committee.

Grievance Procedure Contacts

CHRO and EEOC

Separate and independent from the above process, the complainant may file written complaints of discrimination with:

The Connecticut Commission on Human Rights and Opportunities (CHRO)
21 Grand St, Hartford, CT 06106
Phone: (860) 541-3400

The Equal Employment Opportunity Commission (EEOC)
150 Causeway St, Boston, MA. 02114
Phone (617) 565-3214

Department of Justice (DOJ)
Office on the Americans with Disabilities Act
Civil Rights Division, P.O. Box 66118, Washington, D.C. 20507
Phone (202) 514-0301.

Employees may also file complaints with any other agencies, state, federal or local, including the United States Department of Labor, Wage and Hour Division, that enforce laws concerning discrimination in employment. Employees should be aware that there are statutes of limitations that require complaints be filed by a certain time period or the employee may forfeit his or her rights. Employees may inquire further with the respective agency.

No individual who files a complaint, or who cooperates or testifies in the investigation of a complaint, shall be unlawfully retaliated against for the exercising of their legal rights.

SECTION 8 HEALTH AND SAFETY

Health and Safety

Each employee is expected to share our commitment to a safe workplace. This obligation means that safe working habits and principles must be followed. All employees are expected to exercise common sense and good housekeeping practices. For the sake of all our employees and clients, safety concerns must be taken seriously. Every employee is expected to take a proactive role in providing a safe workplace. Horseplay or other unsafe activity is prohibited. Every employee must report any injury, no matter how slight, immediately to his or her supervisor. Such reports are necessary to initiate any necessary emergency procedures, to comply with workers compensation laws, and to initiate insurance and workers compensation benefits procedures.

First-aid kits containing items needed for most minor first-aid situations are maintained through out the third floor building. All employees should make a note of their locations. Each employee is expected to exercise safe working habits and reasonable caution in all work activities. Any unsafe condition must be reported immediately to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action.

Policy On Life-Threatening and Communicable Diseases

This policy provides guidance for dealing with work situations involving employees, who have life-threatening and communicable diseases, including but not limited to:

- Acquired Immune Deficiency Syndrome (AIDS);
- Human Immunodeficiency Virus (HIV) infection;
- HIV-related illness as defined by the Connecticut General Statutes Section 19a-58 1; or
- Any other life-threatening and communicable disease.

Non-Discrimination

CEFIA does not unlawfully discriminate against qualified individuals with life-threatening and communicable diseases in any terms or conditions of employment.

It is our policy that individuals with life-threatening and communicable diseases will be treated with the same compassion and consideration given to any employee with a health problem. No person will be treated differently in the workplace as a result of having or being perceived as having such a disease.

No Hiv Or Aids Testing

Present or prospective employees will not be required to submit to an AIDS or HIV-related test as a condition of hiring or continued employment.

Ability To Work

CEFIA recognizes that employees with life-threatening and communicable diseases may require a reasonable accommodation to perform their job duties. It is CEFIA's policy to accommodate these employees by allowing them to work as long as they are able to perform their essential job functions, with or without reasonable accommodation, provided that medical evidence indicates that their conditions do not pose a direct threat to themselves or others.

Employee Health and Safety

CEFIA also recognizes its obligation to provide a safe and healthy work environment for all employees. Therefore, CEFIA may obtain appropriate medical direction, when necessary, to ensure that an employee's condition does not pose a significant risk of substantial harm to him/herself or to other employees or customers of the Agency.

According to the best medical evidence available to date, casual workplace contact with employees who have AIDS or who have been exposed to HIV will not result in transmission to others. Employees are expected to work with co-workers and any other individuals who have these conditions that do not pose a significant risk of harm. Employees who have unwarranted fears of exposure will not be allowed to refuse to work with individuals affected by HIV/AIDS or any other communicable disease. In addition, it is unacceptable for employees to spread rumors regarding situations involving HIV/AIDS or any other life-threatening and communicable disease where such rumors may affect the privacy, dignity and well being of others. Behavior of this nature will not be tolerated at CEFIA.

Confidentiality

All employee records or information regarding life-threatening and communicable diseases will be confidentially maintained in the Human Resources Office in a secure area, apart from the employee's personnel file.

Information Specific To Hiv/Aids

The identity of any employee with HIV or AIDS will remain confidential. HIV and AIDS-related information will not be disclosed without the written consent of the employee. Any unauthorized disclosure by an employee is strictly prohibited by the Connecticut General Statutes and may result in disciplinary action. This policy is intended to be consistent with the Connecticut HIV/AIDS Testing and Confidentiality Law of 1989 (C.G.S. §§ 19a-585 through 19a-592).

Drug and Alcohol Policy

CEFIA is committed to maintaining a substance-free, healthful, and safe work environment. To promote this goal employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Employees are forbidden to use, possess, consume, manufacture, distribute, purchase, sell, or be under the influence of alcohol, illegal drugs, or controlled substances during working hours, whether on the premises, or representing or conducting the business of CEFIA elsewhere. Reporting to work under the influence of alcohol or illegal drugs, or being in possession of alcoholic beverages or illegal drugs on CEFIA's premises will not be tolerated. Such conduct is also prohibited during non-working time to the extent that, in CEFIA's opinion, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of CEFIA.

The legal use of physician prescribed, or legal over-the-counter drugs is permitted on the job if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other employees or clients. Any employee taking any legal or prescribed drugs known to have possible side effects that affect or impair judgment, coordination, or other senses, or that might adversely affect the employee's ability to perform normal work in a safe and productive manner, must notify his or her supervisor or other manager before commencing work. Information provided by the employee concerning the use of medication will be treated in a confidential manner. If CEFIA has reasonable cause to believe an employee is adversely affected by the use of a drug or medication such that a threat is posed to the safety of the employee, other persons, or to property, the employee may be denied

permission to continue working pending further investigation. The investigation will be conducted expeditiously, with the resulting information treated confidentially to the extent possible.

An employee whose job performance has deteriorated through the use of alcohol and/or drugs to the extent that termination of employment is being considered may opt to enter an approved treatment facility of their choice. Upon successful completion of treatment, the employee may be permitted to resume normal employment.

Employees must give notification in writing to Human Resources within five (5) calendar days of any drug conviction for violation of a criminal drug statute if the violation occurred in the workplace. Employees who have substance abuse problems are encouraged to participate in a rehabilitation program prior to any disciplinary action. If an employee chooses not to undergo rehabilitation, CEFIA will take disciplinary action consistent with state law and regulation within 30 calendar days of receiving notice of the conviction. A conviction means a finding of guilt including a plea of nolo contendere, or the imposition of a sentence by a judge or jury in any federal or state court.

Violations of any part of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Smoking Policy

The health and well being of staff and visitors to CEFIA are primary concerns of management. The Environmental Protection Agency has released a report officially concluding that second hand smoke is a Class A human carcinogen. It is also known that second hand smoke causes respiratory illness and is suspected to be even more dangerous in its link with heart problems. In order to protect the health of those who use our building, smoking or other use of tobacco products is prohibited in any offices or work areas within CEFIA. Smoking is permitted only out-of-doors.

Emergency Procedures Manual

Emergencies can occur at any time, and we need to be prepared to handle such situations to minimize injury and damage. The following information is designed to assist you in preparing for and handling an emergency.

Emergency Phone Numbers

Rocky Hill Police	9-911 or 258-7640 (Routine calls)
Rocky Hill Fire	9-911 or 258-7603 (Routine calls)
Health Emergencies	9-911 or dial 500 to page and assemble the first responders team to the announced area.

Medical

Medical Emergency Procedures for Staff

Page the Response Team by:

- Picking up the hand set
- Press the paging button on the bottom row, last button. (this is marked **Paging**)
- Press any # key three times and **SPEAK LOUD AND CLEAR AND SAY:**

“Attention, Response Team, Emergency in (location)”.

“Attention, Response Team, Emergency in (location)”.

(Give location and repeat the announcement twice).

If the person is unconscious, not responsive, seriously injured or in apparent serious distress, immediately after paging response team, dial 9-911.

(This will always be a personal judgment call and do not worry about calling unnecessarily). Please use the **house phone (not cell)** if possible as this triggers an in-house and police alert.

Paging button is **FOR EMERGENCIES ONLY.**

Response Team Actions (fyi)

Always know that if YOU are in distress and call 911 an immediate alert goes to the reception area, IT and the police. Do not hesitate to use this in an emergency.

1. Response Team Members will go directly to code red location. Follow trained response.
2. All team members of the **RESPONSE TEAM** respond to the location immediately.
3. In route to location, pick-up **AED unit --portable 1st Aid Kit** --notebook and Emergency Bag. All found next to the mailboxes and in file cabinet under AED unit.
4. If 9-911 has not yet been called, CEFIA trained staff will decide whether or not to call **9-911** directly or ask someone to do so and report the nature of the emergency and location. (Best to call in the presence of the victim if at all possible so information can be relayed to EMTs.)

One or two Response Team members will assess the situation and take the lead in providing necessary response. Remaining team members will provide the following:

1. Set up AED for use, if needed. Bring notebook in drawer and Emergency Bag.
2. Prepare for CPR relief, if needed. 3-to 5 minutes is desired.
3. Provide Privacy/Crowd Control, request non-response team personnel to evacuate the area until all is clear.
- ~~4. Secure the elevators.~~
- ~~5.4.~~ Meet and Direct medical personnel to emergency location.
- ~~6.5.~~ Once the Emergency Medical Team (EMT) has arrived the duties and responsibilities will be transferred to them. They may take AED with them.
- ~~7.6.~~ Provide necessary information and any other support needed by the EMT.
- ~~8.7.~~ Contact necessary family member(s) of victim. (List at AED location)
- ~~9.8.~~ See that victim is accompanied to ER when applicable.
- ~~10.9.~~ Provide follow up report to Human Resources.

Medical Emergency Procedure for Front Desk Personnel

Should you receive a call for medical assistance from any staff member, please use the following procedure:

1. **Page the Response Team by dialing 500 which enacts the paging system**
 "Attention, all response team personnel, there is a code RED in ____."
(Give location and repeat the announcement twice).
2. Response team members will go directly to red code location and follow trained response instructions. If possible while in route to location, pick-up AED unit and portable First Aid Kit located by the mailboxes next to the front lobby.
3. Response team evaluates situation and does one or all of the following:
 - a. Call 911
 - b. Call Front Desk
 - c. Team will activate procedure for 911.
4. Keep lines open for further communication.
5. Have a list of all family emergency numbers for staff available.
6. Notify Human Resources that there is an emergency.

Fire

In order to minimize property damage and possible loss of life, familiarize yourself with the building's fire prevention system. **Know the location of fire alarm pull stations and fire extinguishers. In addition familiarize yourself with the instructions on the extinguishers.**

WHEN THE FIRE ALARM IS HEARD:

- EVERYONE SHOULD IMMEDIATELY STOP WHAT THEY ARE DOING.
- EVACUATE THE BUILDING IN A CALM, ORDERLY MANNER TO A CENTRAL LOCATION AT LEAST 300 FEET FROM THE BUILDING.
- Do Not Stop to Gather Belongings.
- Follow Emergency Exit Signs to Exit Building.
- Check offices and cubicles as you leave your area.
- Sign-in roster should be picked up and taken to company gathering place.
- ALL DEPARTMENTS AND TENANTS GATHER DIRECTLY AT THE FAR RIGHT SIDE OF THE PARKING LOT (CLOSEST TO BROOK STREET). IF FRONT EXIT IS BLOCKED AND YOU MUST EXIT FROM THE REAR OF THE BUILDING, TRAVEL AROUND THE BUILDING AND HEAD TO THAT AREA. PLEASE REMAIN IN A GROUP. FIRE MARSHALL NEEDS HEAD COUNT IMMEDIATELY.
- DEPARTMENT SUPERVISORS TAKE A HEAD COUNT WHEN ALL CLEAR SIGNAL RECEIVED FROM FIRE MARSHALL SUPERVISORS WILL GIVE INSTRUCTIONS TO REENTER BUILDING.

Note: When moving into exit areas in an emergency situation, before going through the door, put your hand against it to feel for heat—there could be a fire on the other side. If the door feels cool proceed with caution. If the door feels hot, use an alternate escape route.

Fire procedures

If you should spot a fire follow these suggested guidelines:

1. If the fire is minor (wastebasket, ashtray, etc.) extinguish if possible. However, do not take risks! Your personal safety comes first!
2. If the fire cannot be immediately brought under control without personal risk, isolate or contain if possible by closing the door to the fire area.
3. Call the Fire Department at **9-911** or **258-7603**
 - a. Give building name: CEFIA .
 - b. Give building address and intersection: **865 Brook Street, Rocky Hill.**
 - c. Give CEFIA ' telephone number **563-5851.**
 - d. Give location and extent of fire.
4. Pull the fire alarm pull station so that evacuation can begin.
5. If trapped by flame or heat:
 - a. If possible, telephone the fire department and request immediate assistance.
 - b. Close doors separating you from the source of heat or flame.
 - c. Break glass window if necessary in order to escape.
 - d. Remember that both **heat and smoke rise**—air near the floor will be cleaner and cooler. Crouch down or crawl to exits.

Fire drills

Fire drills need to be conducted once a year according to town codes. The fire department will be directly involved so that they can test the fire alarm system and see if fire evacuation procedures are being followed.

Supervisors will be designated as the fire safety captains for their area.

Fire safety captains

Joe Casparino serves as our Fire Safety Captain and will help coordinate evacuation efforts. The captains' responsibilities include:

1. An awareness of employees in their area/office who are present that day so that all are accounted for after evacuating.
2. Knowledge of any employees with handicaps or disabilities which should be considered in an emergency.
3. Awareness of an up-to-date evacuation route from their area or office.
4. Checking of restrooms, conference rooms, smoking rooms or other areas which are not immediately visible to ensure that they are also evacuated.
5. Reporting any problems or special circumstances to Fire Warden.
6. Ensuring that people are exiting from the building in a calm and orderly fashion.

IN THE EVENT OF AN EMERGENCY, JOE CASPARINO WILL IMMEDIATELY NOTIFY CEFIA'S PRESIDENT, CHIEF OF STAFF AND/OR SENIOR MANAGEMENT TEAM.!!!

Housekeeping

Please inspect your space regularly and remove any items that could start or contribute to a fire or be a safety hazard. The following guidelines should be adhered to:

1. Do not allow accumulation of trash or waste material that is flammable.
2. Flammable materials or chemicals should not be stored within five feet of exit doors.
3. The wall and ceiling space around emergency and exit light fixtures should be kept clear.
4. The area surrounding electrical equipment should be free of clutter to provide for adequate air circulation.
5. Coffee makers and oven units are potential sources of fire. The last person leaving the building should check to be sure that they are turned off.

Gas Leaks

Due to the proximity of the office park to the Connecticut Natural Gas Storage Facility on the Rocky Hill/Cromwell line, we have occasionally found that a gas odor permeates the area when they are purging their lines. However, if at any time you detect a gas odor, it is important to assume that it's a potential leak and to take proper precautions as follows:

1. **DO NOT** turn on or adjust anything electrical in nature or anything which could cause a spark or flame (light switches, thermostats, lighters, etc.)
2. Call the facilities manager.
3. Evacuate the premises.

How To Handle Anthrax and Other Biological Agent Threats

Many facilities in communities around the country have received anthrax threat letters. Most were empty envelopes; some have contained powdery substances. The purpose of these guidelines is to recommend procedures for handling such incidents.

Do Not Panic

1. Anthrax organisms can cause infection in the skin, gastrointestinal system, or the lungs. To do so, the organism must be rubbed into abraded skin, swallowed, or inhaled as a fine, aerosolized mist. Disease can be prevented after exposure to the anthrax spores by early treatment with the appropriate antibiotics. Anthrax is not spread from one person to another person.
2. For anthrax to be effective as a covert agent, it must be aerosolized into very small particles. This is difficult to do, and requires a great deal of technical skill and special equipment. If these small particles are inhaled, life-threatening lung infection can occur, but prompt recognition and treatment are effective.

How to handle a suspicious unopened letter or package marked with threatening message such as "anthrax":

1. Do not shake or empty the contents of any suspicious envelope or package.
2. **PLACE** the envelope or package in a plastic bag or some other type of container to prevent leakage of contents. Plastic bags and/or containers are available in the kitchen.
3. If you do not have a container, then **COVER** the envelope or package with anything (e.g., clothing, paper, trashcan, etc.) and do not remove this cover.
4. **LEAVE** the room and **CLOSE** the door, or section off the area to prevent others from entering. Keep others away.
5. **WASH** your hands with soap and water to prevent spreading any powder to your face.
6. Contact **Suzanne Kaswan ext. 356** or **Bonnie Greenwell ext. 344**. They will take the necessary steps to report the incident to the proper authorities.

7. **LIST** all persons who were in the room or area when this suspicious letter or package was recognized. This list will be given to both the local public health authorities and law enforcement officials for follow-up investigations and advice.

How to handle an envelope with powder and powder spills out onto surface:

1. **DO NOT** try to **CLEAN Up** the powder. **COVER** the spilled contents immediately with anything (e.g., clothing, paper, trashcan, etc.) and do not remove this cover!
2. Then **LEAVE** the room and **CLOSE** the door, or section off the area to prevent others from entering. Keep others away.
3. **WASH** your hands with **soap and water** to prevent spreading any powder to your face.
4. Contact **Suzanne Kaswan ext. 356** or **Bonnie Greenwell ext. 344**. They will report the incident to the proper authorities.
5. **REMOVE** contaminated clothing as soon as possible and place in a plastic bag, or some other container that can be sealed. This clothing bag should be given to the emergency responders for proper handling. Plastic bags and/or containers are available in the kitchen.
6. **SHOWER** with soap and water as soon as possible. **DO NOT USE BLEACH OR OTHER DISINFECTANT ON YOUR SKIN.**
7. **LIST** all persons who were in the room or area, especially those who had actual contact with the powder. This will be given to both the local public health authorities so that proper instructions can be given for medical follow-up, and to law enforcement officials for further investigation.

What to do if you suspect a room has been contaminated by aerosolization- (For example: a small device was triggered, a warning was received that the air-handling system is contaminated, or a warning was received that a biological agent was released in a public space.)

1. Turn off local fans or ventilation units in the area.
2. **LEAVE** area immediately.
3. **CLOSE** the door, or section off the area to prevent others from entering. Keep others away.
4. Contact **Suzanne Kaswan ext. 356** or **Bonnie Greenwell ext. 344**. They will then report the incident to the proper authorities.
5. **SHUT** down air handling system in the building, if possible.
6. **LIST** all persons who were in the room or area. This list will be given to both the local public health authorities so that proper instructions can be given for medical follow-up, and to law enforcement officials for further investigation.

How to identify suspicious packages and letters:

Some characteristics of suspicious packages and letters include the following:

- Excessive Postage
- Handwritten or poorly typed addresses
- Incorrect titles
- Title, but no name
- Misspellings of common words
- Oily stains, discoloration or odor
- No return address
- Excessive weight
- Lopsided or uneven envelope

How to identify suspicious packages and letters continued:

- Protruding wires or aluminum foil
- Excessive security material such as masking tape, string, etc.
- Ticking sound
- Marked with restrictive endorsements, such as "Personal" or "Confidential"
- Shows a city or state in the postmark that does not match the return address

Bomb Threats

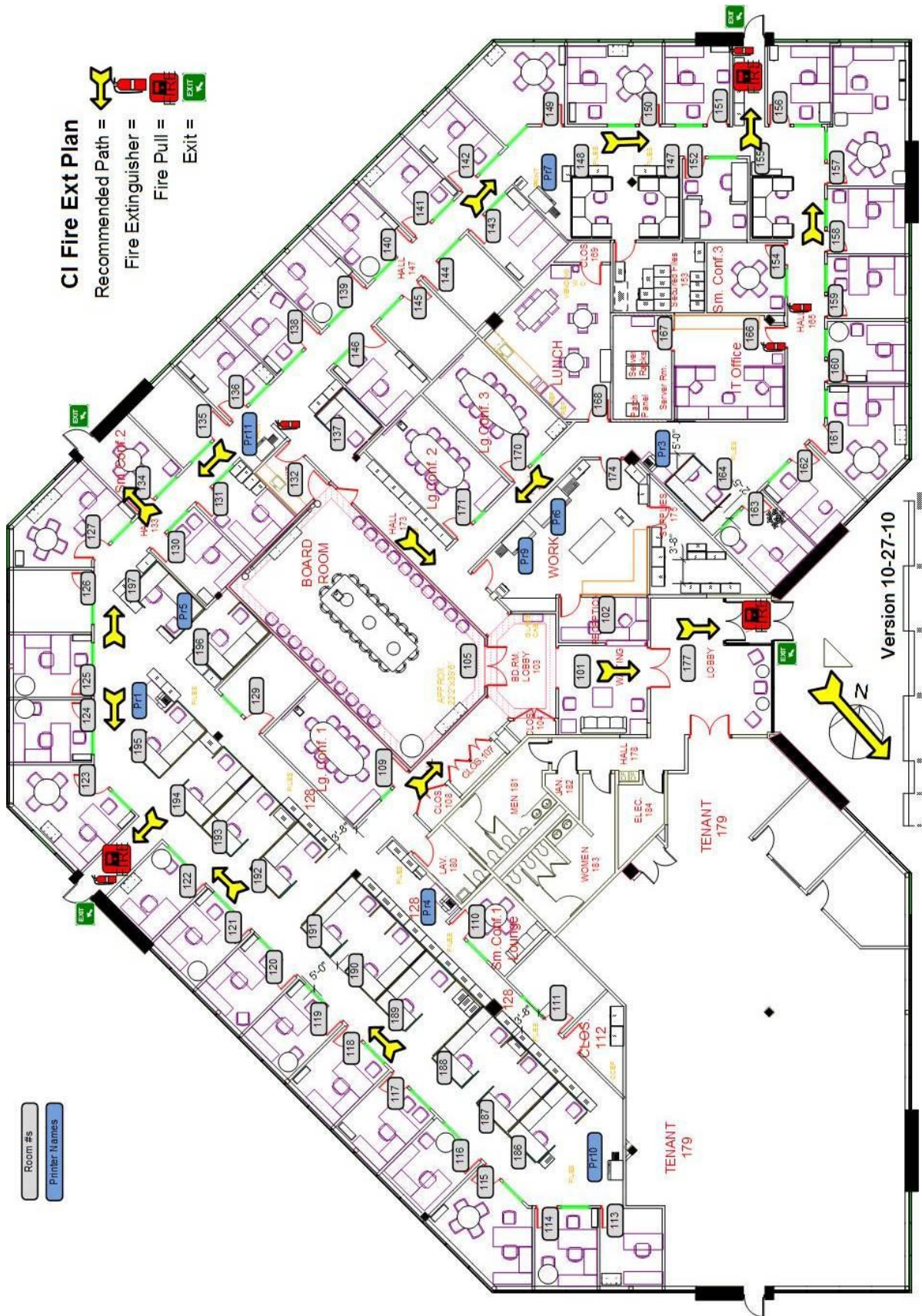
In the event of a bomb threat, evacuating people from the potential danger area is the highest priority. In the event of the receipt of a bomb threat, try to remember as many of the following details as possible:

1. Time call received
2. Time call terminated
3. Exact words of caller
4. Time to explode
5. Location of bomb (if given)
6. Description/type of bomb (if given)
7. Why was it placed?
8. Description of voice (male, female, deep, high, accents, etc.)
9. Background sounds (traffic, machinery, music, voices, etc.)

Then immediately call: Police (**911** or **258-7640**); Fire Department (**911** or **258-7603**). Immediately call **Administrative Services ext. 391 Joe Casparino ext. 365**. Explosives can be concealed in any type of container and in any location. Any suspicious item must not be touched and should be considered dangerous. Alert police of anything out of the ordinary, and do not turn on or adjust anything electrical in nature (i.e. - thermostats, light switches, radios, etc.)

It is policy that everyone evacuates the building immediately!

CEFIA Fire Exits



In Case of Emergency: Questions and Answers for Employees

What happens if I can't reenter the building?

The Emergency Operations Team (correct name) including the President when available will assess the immediate damage and will inform the President or designee of what to expect. You may be asked to assemble at a nearby building for further instruction.

How will I know when and where to go back to work?

CEFIA has designated a Team Leader (George Bellas – Vice President Finance and Administration) for implementing its Business Continuation Plan. This team leader will contact you at home and let you know when and where to return for work. If the business disruption is a serious one, it may take up to 30 days for all staff to return. A small number of employees who handle critical business functions may be asked to report to work immediately in a different office location.

What should I do if a reporter approaches me?

If a member of the press approaches you, please refrain from commenting about the incident or your personal reaction to what has occurred. It is natural that any business – disrupting incident may result in press coverage, and the Director of Government and External Relations is the designated CEFIA representative to keep the news media informed and answer questions. Please refer any such inquiries to that designee.

The signature page for CEFIA's Emergency Procedures is in the Appendix. All employees must review and sign the policy in the Appendix and return it to Human Resources.

APPENDIX AND FORMS

Employee Acknowledgement form

The Employee Handbook describes important information about CEFIA, and I understand that I should consult my supervisor or the Manager, Human Resources regarding any questions not answered in the Handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. All such changes will be communicated through official notices and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of CEFIA, consistent with the Bylaws of CEFIA, has the authority to approve any revisions to the policies in this Handbook, which shall be done in writing.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. It is understood that nothing in this Handbook or any other policy or communication changes the fact that employment is at will for an indefinite period unless terminated at any time by CEFIA or me. Accordingly, either CEFIA or I can terminate the relationship at any time and for any reason.

I have received the Handbook and understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. Should the content of this Handbook be changed, I understand that CEFIA may require a written acknowledgement from me that I have received and understand the change.

I understand that this signed statement of acknowledgement will be retained in my personnel file.

Employee's Signature

Date

Print Employee Name

Harassment Policy

I hereby acknowledge that I have reviewed the Sexual Harassment Policy in Section 7 of the Employee Handbook. I hereby acknowledge that I have read and understand this policy. By signing below, I agree to abide by this Policy. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

Employee's Signature

Date

Print Employee Name

Travel and Entertainment Policy

I hereby acknowledge that I have reviewed the Travel and Entertainment Policy in Section 6 of the Employee Handbook. I hereby acknowledge that I have read and understand this policy. By signing below, I agree to abide by this Policy. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

Employee's Signature

Date

Print Employee Name

State of Connecticut Workplace Violence Prevention Policy
Issued by Gov. John Rowland – August 1999

I hereby acknowledge that I have read and understand the Workplace Violence Prevention Policy in Section 7 of the Employee handbook. By signing below, I agree to abide by the Policy. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

Employee's Signature

Date

Print Employee Name

CEFIA's Emergency Procedure Signature Page

I hereby acknowledge that I have read and understand the Emergency Procedures Manual in Section 8 of the Employee handbook. By signing below, I agree to abide by the Policy. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

Employee's Signature

Date

Print Employee Name

Confidential Disclosure Policy

I hereby acknowledge that I have read and understand the Confidential Disclosure Policy in Section 7 of the Employee handbook. By signing below, I agree to abide by the Policy. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

This agreement supersedes and replaces any existing agreement between CEFIA and me relating generally to the same subject matter. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of CEFIA. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns.

Employee's Signature

Date

Print Employee Name

Information Technologies Policies

I hereby acknowledge that I have read and understand the Information Technologies Policies in Section 7 of the Employee handbook. By signing below, I agree to abide by the Policies. I also acknowledge that any infractions will result in disciplinary action, up to and including termination.

Employee's Signature

Date

Print Employee Name

CEFIA Request for Training

Name _____

Class Requested _____

Date of Class _____

Location of Class _____

Class is being offered by: _____

Requestor's Signature _____

Supervisor's Approval _____

Today's Date _____

Signature _____

**Suzanne Kaswan
Manager, Human Resources**

APPLICATION FOR PARTICIPATION IN THE CEFIA SICK LEAVE BANK

I understand that as a permanent employee of CEFIA that has completed my introductory period, I may elect to choose to participate in a sick leave bank that is outlined in CEFIA Sick Leave Bank Policy. I understand that if I do not elect to participate within 30 days of completing my introductory period, I may only elect to participate during the annual open enrollment period.

I understand that if I elect to participate in the Sick Leave Bank, I will contribute the hourly equivalent of one day towards the Sick Leave Bank, and if the Sick Leave Bank falls below an adequate number of hours, I may be required to make an additional contribution to the Bank at a later date.

Employee Name: _____

Telephone: _____

Title: _____

Qualifying Event

I completed by introductory period on _____

I am enrolling during open enrollment on _____

_____ I elect participation in the Connecticut Innovations Sick Leave Bank.

_____ I reject participation in the Connecticut Innovations Sick Leave Bank.

Signature: _____

Date: _____

CEFIA.
Continuing Education Assistance Policy Form

1. Identification

Name _____ SS # _____

Home Address: _____

Current Title: _____ Current Dept: _____

2. Educational Information

School _____ Semester _____ Year _____

Degree: Certificate _____ Assoc. _____ Bach. _____ Grad. _____

Program: _____ Expected Matriculation: _____

Course Name:	Course No.	Date Reimbursed:	Grade
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach supporting documentation)

3. Consent and Authorization

I consent to the reporting of my grades in the above named course(s) to CEFIA. As of the date of this application, I hereby signify my intention to remain an employee of CEFIA for a period of not less than six months following completion of course(s). I further agree that if I voluntarily terminate my employment with CEFIA prior to the six month period and I have received reimbursement, I will repay CEFIA any funds extended to me under this program over the past six months.

I also understand that any additional tax liability related to these courses will be my responsibility and that CEFIA shall not be responsible for any such liability.

Signature _____ Date _____

4. Approvals

The employee identified above is authorized by CEFIA to pursue the program indicated above. Under this authorization, CEFIA will reimburse the employee for these courses in accordance with its Continuing Education Assistance Policy.

Supervisor _____ Date _____

Executive Director _____ Date _____

CEFIA

Telecommuting Agreement

This *Telecommuting Agreement* specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. All employees that telecommute, even occasionally (i.e. inclement weather) must have a signed and approved Telecommuting Agreement on file with Human Resources. The *Agreement* becomes effective on _____ (date) and will remain in place as long as it meets the business needs of the organization. Either party can terminate the *Agreement* at any time. On-site workspace will be provided to the returning employee as soon as appropriate accommodations can be arranged.

1. To facilitate ease in communication, the telecommuting schedule is defined as follows: (Specify days proposed to telecommute, hours to be worked per day, start time, end time, breaks, lunch periods, and duration if this is implemented on a project basis.) Telecommuting employees must have a set schedule of regular telecommuting days. The following guidelines should be considered when selecting a telecommuting schedule – No employee shall telecommute more than one (1) day per week. In addition, telecommuting is not permitted on Mondays, Fridays or during any which in which there is a holiday or the employee has scheduled time off. In order to meet the business needs of the agency, an employee may request an adjustment to the telecommuting schedule outlined in this agreement. No adjustment may be made without prior supervisory approval.

2. Telecommuting site information:

Address: _____

Phone # _____ Fax # _____ E-mail _____
Cell Phone # _____

3. Salary, job responsibilities, benefits, work status, and the amount of time worked per day or pay period will not change while telecommuting unless otherwise specified in writing. Since the employee's telecommuting space is considered an extension of **CEFIA's** workspace, the company's liability for job-related accidents will continue during the understood and approved telecommuting hours. The employee will maintain a designated workspace. Workers' Compensation coverage is limited to this workspace as opposed to adjacent areas, e.g. other areas of the home.
4. Duties and assignments authorized to be performed at the telecommuting site are the following:

Management will establish with the employee the means of assessing the quality and quantity of work performed at the telecommuting site, integrating these into established performance objectives. Management reserves the right to assign work as necessary at either the regular or the telecommuting site.

5. Identify any aspects of your current role that will not be able to be performed at the telecommuting site. Describe how you plan to compensate for these duties/responsibilities (e.g. faxes, phone coverage, etc.)

6. Recognizing that effective communication is essential for a telecommuting arrangement to be successful, the following methods and times of communicating are agreed upon. Specify how such communication will occur, including items such as backup & emergency contacts, time frames, phone, fax, beeper, email, face-to-face etc. In addition, employees shall forward their company phones to their home telephones or cell phones while telecommuting.

7. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to require that the employee come into the regular work-site when a business need arises. Employees must indicate their telecommuting days on their Outlook calendar. Advance notice will be given whenever possible. In addition, employee will report to the traditional worksite for regularly scheduled meetings and time-periods pre-determined by management for purposes of education, communication, etc. In the event of equipment failure, loss of remote access capability or other system problems, employee will report to the traditional work site until the problem is resolved unless otherwise directed.

8. Describe your proposed telecommuting location:

A. The physical location in your home where your work space will be located

B. When choosing your workspace please ensure the following:

- a. Adequate electrical power and power outlets, workspace and access pathways
- b. Ergonomic lighting, seating work surfaces, and other work – related resources
- c. Power cord, work-related tools, filing equipment, office equipment and items stored in overhead shelves or bins are safely arranged and secured.
- d. Reasonable in-place safeguards to prevent family members from getting hurt within the telecommuters work's area; prevent loss or theft of the employer's proprietary data and equipment and protect the confidentiality of matters related to the telecommuter's work.

9. Also, make a detailed inventory of employer owned equipment that you will be utilizing in your telecommuting workspace. Regarding space and equipment set-up and maintenance, the following is agreed upon: Specify purchase source e.g. purchase/ lease/loan, set-up, maintenance, provision of supplies, insurance arrangements, etc. for each piece of equipment, furniture, phone, etc.

10. Employee will not subcontract or perform non-company work using its equipment, materials, information or anything else made available for the express purpose of performing work as defined in this Agreement.

11. Any hardware or software purchased by **CEFIA** remains its property and will be returned at the conclusion of the telecommuting arrangement. Employee agrees to protect all company equipment against unauthorized or accidental access, use, modification, destruction, or disclosure. Employee agrees to report to management instances of loss, damage, or unauthorized access immediately. Company-owned software is not to be duplicated except as formally authorized. Company information, whether stored electronically or as hard copy, remains the property of **CEFIA**; all work

produced and products developed while telecommuting, remain the property of the company. **CEFIA** equipment at the telecommuting site will not be used for personal purposes or by anyone else at the telecommuting site. Employees may check email via webmail on home computers, but may not edit any attachments on any computer that is not issued by CI. Management reserves the right to make unscheduled inspections of the telecommuting premises, equipment and software to ensure compliance with all aspects of policies, procedures and agreements.

Employee agrees to maintain a safe, ergonomically correct, and secure work environment, and agrees to allow management access to telecommuting site to assess safety and security, upon reasonable notice.

12. Employee agrees to report work-related injuries to the supervisor and appropriate departments immediately. Employee agrees to hold the company harmless for injury to any non-employee at the telecommuting site.
13. Employee accepts responsibility for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
14. Employee agrees that dependent care responsibilities during agreed-upon telecommuting time periods, or other times as required by business need, will in no way impact work performance, quality, or attainment of goals and objectives.
15. Viewing or sharing in any way of company information, documentation or work product by any unauthorized person (e.g. family member, neighbor, etc.) will be cause for disciplinary action, up to and including termination.
16. Employee understands that all obligations, responsibilities, terms and conditions of employment with **CEFIA** remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.

I hereby affirm by my signature that I have read this *Telecommuting Agreement*, and understand and agree to all of the provisions found in it. The *Telecommuting Agreement* itself is not a contract of employment and may not be construed as one. I understand that I am accountable to all previous confidentiality agreements, policies and procedures of the company. The *Telecommuting Agreement* does not create an express or implied contract or promise of employment for a definite term. Telecommuters, as all **CEFIA** employees, are employed 'at will' and as such may be terminated at any time and for any reason, with or without notice.

Employee / Date

Manager / Date

THE CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY ETHICAL CONDUCT POLICY

I. Introduction

Ethical conduct is a core value of The Clean Energy Finance and Investment Authority (CEFIA) and all employees and officials of CEFIA are expected to maintain the highest professional standards in the conduct of their duties. In particular, each person is responsible for, and should become familiar with, the Code of Ethics for Public Officials. A copy of the "Guide to the Code of Ethics for Public Officials" is attached here. You may also access both the Code and the guide on the Office of State Ethics website at www.ct.gov/ethics by clicking on "Public Information".

II. Code of Ethics Compliance

Principle provisions of the Code of Ethics for Public Officials include:

- **GIFTS** - In general, state employees are prohibited from accepting gifts from anyone doing business with, seeking to do business with, or directly regulated by the state employee's agency or department or from persons known to be a registered lobbyist or lobbyist's representative. There are also restrictions on gifts between state employees in certain circumstances. (See the "Guide to the Code of Ethics for Public Officials" and Statutory References below, Sections 1-79(e) and 1-84(m).)
- **FINANCIAL BENEFIT** - A state employee is prohibited from using his/her office or non-public information obtained in state service for the financial benefit of the individual, certain family members, or that of an associated business.
- **OUTSIDE EMPLOYMENT** - A state employee may not accept outside employment which will impair his/her independence of judgment as to official state duties or which would induce the disclosure of confidential information. Generally, outside employment is barred if the private employer can benefit from the state employee's official actions.
- **FINANCIAL DISCLOSURE** - Certain state employees are required to file a financial disclosure statement with the State Ethics Commission. This statement will be considered public information.
- **RECUSAL OR REPORTING IN CASE OF POTENTIAL CONFLICTS** – The Code of Ethics requires that public officials and state employees avoid potential conflicts of interest. If a public official or state employee would be required to take official action that would affect a financial interest of such public official or state employee, certain family members or a business with which they are associated, they must excuse themselves from the matter or prepare and file a sworn written statement explaining why continued involvement in the matter would be on an objective basis and in the public interest despite the potential conflict. (See Statutory References below, Section 1-86(a).)

III. Additional CEFIA Policies

CEFIA expects that, in addition to complying with all provisions of the Code of Ethics for Public officials, employees and officials will:

- Protect the confidential information to which CEFIA has access;

- Avoid actual or potential conflicts of interest;
- Neither interfere with nor solicit contracts on behalf of any person;
- Avoid, in the case of employees, outside employment which may compromise or interfere with the ability to perform duties for CEFIA; and
- For those employees subject to the requirements of C.G.S. 1-83(a), submit the Statement of Financial Interests disclosure documents to the Office of State Ethics in a timely manner.

For the same reasons, and in order to maintain public confidence and avoid even an appearance of impropriety

- CEFIA employees and members of their immediate families are prohibited from investing in companies that receive financial assistance from CEFIA; and
- If an application for financial assistance from CEFIA is received from a business with which a CEFIA employee is associated, or in which such employee or an immediate family member has a direct financial interest, such employee, whether or not he or she expects to be involved in the processing or consideration of such application, shall notify the President of such business association or financial interest and such employee shall be sequestered from all information, discussions, actions and other activities related to such application. For this purpose, a business with which such employee is associated has the same meaning assigned in Section 1-79 of the Code of Ethics to the phrase “business with which he is associated”. (See Statutory References below, Section 1-79(b).)

For these purposes, CEFIA may post a “restricted list” of companies in which employees may not invest and may require employees to disclose outside business interests. The rules of conduct in these matters may also be covered in more detail in the CEFIA Handbook.

IV. Post-State Employment Restrictions

Employees leaving The Clean Energy Finance and Investment Authority are required to comply with the Code of Ethics provisions pertaining to post-state employment, which are commonly known as the “revolving door” provisions. For example, there are restrictions on accepting employment with a party to certain contracts (which would include contracts relating to investments or other financial assistance) if the employee or official were involved in the negotiation or award of the contract, and restrictions on representing other parties before CEFIA during the one-year period following departure from state service. Employees should familiarize themselves with the statutes pertaining to post-state employment. They can be found at C.G.S. Section 1-84a and 1-84b. (See Statutory References below.) You may access these statutes on the Office of State Ethics website at www.ct.gov/ethics by clicking on “Statutes and Regulations”. A summary of these requirements is included in the “Guide to the Code of Ethics for Public Officials and State Employees” attached to this ethics policy.

Before an employee leaves the employment of The Clean Energy Finance and Investment Authority, an exit interview will be conducted by our Ethics Liaison Officer. The purpose of this exit interview will be to individually review potential issues relating to post-Clean Energy Finance and Investment Authority employment.

V. Other Matters

The Board of The Clean Energy Finance and Investment Authority continues to have well justified faith in the integrity of and ethical conduct of employees and officials of The Clean Energy Finance and Investment Authority. It is understood however, that breaches of this ethics policy may require disciplinary action, including but not limited to dismissal from CEFIA, in addition to sanctions provided by state law. Such sanctions are to be applied as appropriate with the approval of the Clean Energy Finance and Investment Authority Board of Directors.

It is the responsibility of each employee and official to inquire of the Ethics Liaison Officer or the Office of State Ethics at 860.566.4472 should any question arise concerning his or her conduct.

VI. Statutory References

Sec. 1-79. Definitions. The following terms, when used in this part, shall have the following meanings unless the context otherwise requires:

(b) "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a;

(2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

(4) A gift received from (A) an individual's spouse, fiancé or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

(5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this subdivision, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;

(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;

(7) A rebate, discount or promotional item available to the general public;

(8) Printed or recorded informational material germane to state action or functions;

(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;

(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event **[Not an available exception; see Section 1-84(m) below]**;

(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars; or

(17) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor.

Section 1-84 Prohibited Activities

(m) No public official or state employee shall knowingly accept, directly or indirectly, any gift, as defined in subsection (e) of section 1-79, from any person the official or employee knows or has reason to know: (1) Is doing business with or seeking to do business with the department or agency in which the official or employee is employed; (2) is engaged in activities which are directly regulated by such department or agency; or (3) is prequalified under section 4a-100. No person shall knowingly give, directly or indirectly, any gift or gifts in violation of this provision. For the purposes of this subsection, the exclusion to the term "gift" in subdivision (12) of subsection (e) of section 1-79 for a gift for the celebration of a major life event shall not apply. Any person prohibited from making a gift under this subsection shall report to the State Ethics Commission any solicitation of a gift from such person by a state employee or public official.

Section 1-84a. Disclosure or use of confidential information by former official or employee

No former executive or legislative branch or quasi-public agency public official or state employee shall disclose or use confidential information acquired in the course of and by reason of his official duties, for financial gain for himself or another person.

Sec. 1-84b. Certain activities restricted after leaving public office or employment

(a) No former executive branch or quasi-public agency public official or state employee shall represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.

(b) No former executive branch or quasi-public agency public official or state employee shall, for one year after leaving state service, represent anyone, other than the state, for compensation before the department, agency, board, commission, council or office in which he served at the time of his termination of service, concerning any matter in which the state has a substantial interest. The provisions of this subsection shall not apply to an attorney who is a former employee of the Division of Criminal Justice, with respect to any representation in a matter under the jurisdiction of a court.

(f) No former public official or state employee (1) who participated substantially in the negotiation or award of (A) a state contract valued at an amount of fifty thousand dollars or more, or (B) a written agreement for the approval of a payroll deduction slot described in section 3-123g, or (2) who supervised the negotiation or award of such a contract or agreement, shall accept employment with a party to the contract or agreement other than the state for a period of one year after his resignation from his state office or position if his resignation occurs less than one year after the contract or agreement is signed.

(g) No member or director of a quasi-public agency who participates substantially in the negotiation or award of a contract valued at an amount of fifty thousand dollars or more, or who supervised the negotiation or award of such a contract, shall seek, accept, or hold employment with a party to the contract for a period of one year after the signing of the contract.

Employee Handbook Revisions



Revisions made to the handbook to enable the chief-of-staff to share personnel-related responsibilities with the President and CEO

- ▶ Request that an employee terminate outside work that is interfering with their performance or ability to meet the requirements of CEFIA (pg.15)
- ▶ Determine if related employees presents a conflict and make reassignment or termination decisions (pg. 15)
- ▶ Grant comp time (pg. 18 and 29)
- ▶ Approve new positions or changes to existing position descriptions (pg. 18)
- ▶ Review performance assessments (pg. 20)
- ▶ Approve absence from the office if direct supervisor is not available (pg. 24)
- ▶ Determine if a position is exempt from overtime pay (pg. 26)
- ▶ Make a recommendation to BOD to allocate funds for merit compensation and set performance increases (pg. 26)
- ▶ Grant exceptions for vacation time in extraordinary circumstances (pg. 28)
- ▶ Approve leave of absence requests (pg. 29)
- ▶ Inform managers about early closing times or closures due to weather (pg. 34)
- ▶ Approve tuition assistance
- ▶ Approve issuance of a corporate charge card (pg. 46)
- ▶ Take disciplinary action (pg. 66)
- ▶ Participate in the grievance process (pg. 67)

Employee Handbook Revisions



Email disclaimer on outgoing CEFIA emails revised to shorten, remove legalese, and provide clarity

Email Disclaimer

- ▶ **NOTICE TO RECIPIENT:** This e-mail is (1) subject to the Connecticut Freedom of Information Act and (2) may be confidential and is for use only by the individual or entity to whom it is addressed. Any disclosure, copying or distribution of this e-mail or the taking of any action based on its contents, other than for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system.

Previous Disclaimer

- ▶ **NOTICE TO RECIPIENT:** This e-mail, including any files or attachments transmitted with it, is confidential and intended for a specific purpose and for use only by the individual or entity to whom it is addressed. Any disclosure, copying or distribution of this e-mail or the taking of any action based on its contents, other than for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system. Any views or opinions expressed in this e-mail are not necessarily those of The Clean Energy Finance and Investment Authority (CEFIA). E-mail transmission cannot be guaranteed to be error-free, or secure, or free from viruses, and CEFIA disclaims all liability for any resulting damage, errors, or omissions.

Clean Energy Finance and Investment Authority
Financial Analysis
Table of Contents
For the twelve months ended June 30, 2012
Unaudited Preliminary Numbers

<u>Page</u>	<u>Title</u>
1	Statement of Revenues, Expenditures and Changes in Net Assets
2	Utility Customer Assessment Analysis
3	Statement of Net Assets
4	Schedule of Investments and Loans
5	Schedule of Project Commitments
6	Statement of Cash Flows

Clean Energy Finance and Investment Authority
Comparison of FY 2012 Operations Budget to Actual
For the twelve months ended June 30, 2012
Detail Statement of Revenues, Expenditures and Changes in Net Assets
(000's)

Unaudited Preliminary Numbers

	<u>FY2012</u>	<u>FY2012</u>	<u>(Under)</u>	
	<u>Actual</u>	<u>Budget</u>	<u>Over</u>	<u>%</u>
			<u>Budget</u>	
<u>Operating Revenues</u>				
Utility customer assessments	\$ 27,025.0	\$ 27,515.0	\$ (490.0)	(2%)
Interest on deposits, investments	\$ 140.7	\$ 118.0	\$ 22.7	19%
Renewable Energy Credits	\$ 130.2	\$ 100.0	\$ 30.2	30%
Interest Income - Solar Lease Notes, net of fees	\$ 118.8	\$ 120.0	\$ (1.2)	(1%)
RGGI auction proceeds	\$ 2,052.7	\$ 1,100.0	\$ 952.7	87%
Other income	\$ 133.9	\$ 160.0	\$ (26.1)	(16%)
Total revenues:	<u>\$ 29,601.3</u>	<u>\$ 29,113.0</u>	<u>\$ 488.3</u>	<u>2%</u>
<u>Operating Expenses and Program Expenditures</u>				
Compensation				
-Salaries & Wages	\$ 2,421.6	\$ 2,562.0	\$ (140.4)	(5%)
-Salary & wage reimbursements - Grants	\$ (165.8)	\$ (275.0)	\$ (109.2)	(40%)
-Benefits	\$ 1,494.2	\$ 1,588.0	\$ (93.8)	(6%)
-Benefit reimbursements - Grants	\$ (79.2)	\$ (141.0)	\$ (61.8)	(44%)
Consulting and professional fees				
- Legal	\$ 117.8	\$ 124.0	\$ (6.2)	(5%)
- Accounting	\$ 16.8	\$ 21.0	\$ (4.3)	
- Advisory fees	\$ 85.0	\$ 98.0	\$ (13.0)	(13%)
Marketing/External relations	\$ 128.0	\$ 166.0	\$ (38.0)	(23%)
Rent and location related expenses				
-Rent/Utilities	\$ 161.6	\$ 165.0	\$ (3.4)	(2%)
-Telephone/Communications	\$ 32.2	\$ 30.0	\$ 2.2	7%
-Equipment & storage rentals	\$ 5.2	\$ 11.0	\$ (5.8)	(53%)
-Depreciation	\$ 40.4	\$ 41.0	\$ (0.6)	(1%)
Office, computer & other expenses				
-Office expense	\$ 42.7	\$ 44.0	\$ (1.3)	(3%)
-Computer operations	\$ 40.8	\$ 32.0	\$ 8.8	27%
-Subscriptions	\$ 9.9	\$ 15.5	\$ (5.6)	(36%)
-Training and education	\$ 19.8	\$ 33.0	\$ (13.2)	(40%)
Temporary employees	\$ 76.9	\$ 76.0	\$ 0.9	1%
Insurance	\$ 51.2	\$ 64.0	\$ (12.8)	(20%)
Travel & related expenses	\$ 58.8	\$ 51.5	\$ 7.3	14%
ARRA indirect expense reimbursements	\$ (41.0)	\$ (41.0)	\$ -	0%
Total operating expenses:	<u>\$ 4,516.9</u>	<u>\$ 4,665.0</u>	<u>\$ (490.1)</u>	<u>(11%)</u>
Change in fund net assets from operations:	<u>\$ 25,084.4</u>	<u>\$ 24,448.0</u>	<u>\$ 978.4</u>	
Net increase (decrease) in fair value of investments:	\$ 1,055.2			
Program grants and expenditures:	\$ (25,632.6)			
DOE grant & program expenditure reimbursements:	\$ 10,069.8			
Net assets, beginning of the period:	<u>\$ 72,780.2</u>			
Net assets, end of the period:	<u>\$ 83,357.0</u>			

Clean Energy Finance and Investment Authority
Financial Analysis
For the twelve months ended June 30, 2012
Utility Customer Assessments
(000's)
Unaudited Preliminary Numbers

	<u>FY 12 Budget</u>		<u>FY12 Actual</u>		<u>FY 12</u>	(Under) Over
July	\$ 2,429	\$	2,588	A	\$	160
August	\$ 2,592	\$	2,800	A	\$	208
September	\$ 2,468	\$	2,347	A	\$	(121)
October	\$ 2,145	\$	2,086	A	\$	(59)
November	\$ 2,035	\$	1,988	A	\$	(46)
December	\$ 2,335	\$	2,194	A	\$	(141)
January	\$ 2,721	\$	2,405	A	\$	(316)
February	\$ 2,360	\$	2,270	A	\$	(90)
March	\$ 2,188	\$	2,189	A	\$	1
April	\$ 2,225	\$	2,059	A	\$	(166)
May	\$ 1,971	\$	1,780	A	\$	(191)
June	\$ 2,047	\$	2,319	A	\$	272
Total assessments:	<u>\$ 27,515</u>	<u>\$</u>	<u>27,025</u>		<u>\$</u>	<u>(490)</u>
						<u>-1.8%</u>

Clean Energy Finance and Investment Authority

Statement of Net Assets

as of June 30, 2012

(000's)

Unaudited Preliminary Numbers

Assets

Cash and cash equivalents (Uncommitted)	\$	39,021.0	
Cash and cash equivalents (Committed for projects - see page 5)	\$	25,831.0	
Cash and cash equivalents (Restricted-ARRA)	\$	8,361.6	\$ 73,213.6
Equity & debt investments (see page 4)	\$	2,776.0	
Investments-REC's	\$	1,429.9	
Solar lease notes (net of allowance of \$301k)	\$	11,735.5	
Utility receivables	\$	2,806.5	
Other assets	\$	799.4	
Furniture, Equipment & L/H Improvements	\$	91.3	
	Total assets	\$ 92,852.2	

Liabilities and Net Assets

Accounts, grants payable and accrued expenses	\$	1,133.6	
Deferred revenue-ARRA	\$	8,361.6	
	Total liabilities	\$ 9,495.2	
Net Assets:			
Committed net assets (projects - see page 5)	\$	25,831.0	
Investment in capital assets	\$	91.3	
Unrestricted net assets	\$	57,434.7	
	Total Net Assets	\$ 83,357.0	
	Total Liabilities and Net Assets	\$ 92,852.2	

Clean Energy Finance and Investment Authority
Schedule of Equity and Debt Investments
As of June 30, 2012
(000's)
Unaudited Preliminary Numbers

<u>Loan/Investment Date</u>	<u>Loan No.</u>	<u>Issuer</u>	<u>Project</u>	<u>Board Approved Commitment</u>	<u>Investment/ Advances to date</u>	<u>Reserve</u>	<u>Current Valuation</u>	<u>Interest Rate</u>	<u>Termination/ Maturity Date</u>	<u>Notes</u>
Pre Development Program (1)										
4/13/2006	PD-001	Bridgeport Fuel Cell Park, LLC	Fairfield County Fuel Cell Park	\$ 500	\$ 499	\$ (499)	\$ -	8.75%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
4/30/2009	PD-002	Chestnut Hill BioEnergy CT, LLC	Biomass generation project, Waterbury, CT	\$ 500	\$ 237	\$ (237)	\$ -	4.25%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
02/19/09	PD-003	BNE Energy Inc.	Colebrook Wind - Phase 1	\$ 120	\$ 120	\$ (120)	\$ -	4.25%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
02/19/09	PD-004	BNE Energy Inc.	Prospect Wind - Phase 1	\$ 102	\$ 102	\$ (102)	\$ -	4.25%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
06/24/10	PD-005	BNE Energy Inc.	Colebrook Wind - Phase II	\$ 380	\$ 380	\$ (380)	\$ -	4.25%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
06/24/10	PD-006	BNE Energy Inc.	Colebrook Wind - Prospect II	\$ 398	\$ 398	\$ (398)	\$ -	4.25%	See Notes	LOC. Note matures upon the earlier of: closing of permanent financing, 12 months after commercial operation of project, sale, acquisition or merger of interest. Terminates upon event of default.
Op Demo Program (1)										
8/8/2007	ODP-001	Mechatronic Energy Systems, LLC	Low Head Run-of the-River Hydro Turbine Technology Project, Mansfield, CT	\$ 557	\$ 501	\$ (501)	\$ -	TBD	8/7/2017	Non Recourse Loan. Repayment based on commercial success (\$541,000/m) of technology. No repayment of loan is required if commercial success is not achieved after ten years from the execution date of the agreement. (10 yr amortization)
7/1/2009	ODP-002	Optiwind, Inc.	Compact Wind Accelerated Turbine, Torrington, CT	\$ 750	\$ 413	\$ (412)	\$ -	TBD	6/30/2019	Non Recourse Loan. Repayment based on commercial success (\$2,000,000/m) of technology. No repayment of loan is required if commercial success is not achieved after ten years from the execution date of the agreement. (10 yr amortization)
4/5/2010	ODP-003	LiteTrough, LLC	Concentrated Solar Water Heater Technology, Milford, CT	\$ 81	\$ 31	\$ (31)	\$ -	4.25%	4/4/2020	Non Recourse Loan. Repayment based on commercial success (\$500,000/m) of technology. No repayment of loan is required if commercial success is not achieved after ten years from the execution date of the agreement. (5 yr amortization)
6/28/2010	ODP-004	Avalence, LLC	High pressure multipurpose electrolyzer technology, Hamden, CT	\$ 500	\$ 350	\$ (350)	\$ -	TBD	6/27/2020	Non Recourse Loan. Repayment based on commercial success (\$1,000,000/m) of technology. If no commercial success company repays amount advanced. If commercial success company pays 2 times amount advanced or amortizes over 5 yr period at applicable interest rate.
Other Investments										
		<u>Company</u>	<u>Security</u>							
3/27/2002		Acumentrics Corporation	Series B Preferred Stock	\$	4,000	\$ (2,000)	\$ 2,000			Fuel Cell Technology
6/30/2010		Optiwind Corporation	Series B Preferred Stock	\$	272	\$ 154	\$ 426			Wind Turbine Technology
6/29/2011		Optiwind Corporation	Promissory Note	\$	350	\$ -	\$ 350			
				\$	7,854	\$ (4,878)	\$ 2,776			

(1) Due to the nature of the Pre Development and Op Demo Loans, the loans are currently fully reserved for.

Clean Energy Finance and Investment Authority
 Summary of board approved open commitments by program

As of: June 30, 2012

(000's)

Unaudited Preliminary Numbers

Program	Commitments Outstanding 6/30/2012
Project 150	\$ 7,224
Pre Development Loans	\$ 263
Strategic Investments	\$ 35
Commercial Solar (for profit)	\$ 2,229
Commercial Solar (not for profit/government)	\$ 2,719
Fuel Cell program	\$ 6,845
CI&I On Site Generation -Other Technologies	\$ 4
CI&I On Site Generation -Feasibility Studies	\$ 211
Residential Solar PV Program (pre Solar PV Investment Program)	\$ 786
Residential Solar PV Investment Program	\$ 2,701
Repurposed ARRA ST & GT Rebates (both Resid. & Comm.)	\$ 698
New Geothermal program	\$ 342
New Solar Hot Water program	\$ 125
CEEF/CEFIA Ground Source Heat Pump Incentive program	\$ 144
Operational Demonstration & Alpha Programs	\$ 852
Education & Outreach Programs	\$ 541
FY11-FY12 CP Goal 4: advocacy & public policy support	\$ 112
	<u>\$ 25,831</u>

Clean Energy Finance and Investment Authority

Statement of Cash Flows

as of June 30, 2012

(000's)

Unaudited Preliminary Numbers

Cash flows from operating activities	
Utility customer assessments	\$ 27,389.1
RECs/other income	\$ 264.1
Proceeds from RGGI auctions	\$ 1,327.4
Proceeds from grants	\$ 16,772.6
Return of principal on investments	\$ 548.2
Interest on deposits, investments, solar lease notes	\$ 729.8
Cash paid for grants and programs	\$ (26,305.0)
Cash paid for loan servicing fees	\$ (470.2)
Cash paid for general & admin expense	\$ (5,126.0)
Purchase of solar lease notes	\$ (1,710.7)
Net change in cash and cash equivalents	\$ 13,419.4
Cash flows from investing activities	
Purchase of furniture, equipment & software	\$ (104.4)
Cash and cash equiv., beginning of period	\$ 59,899.0
Cash and cash equiv., end of period	<u>\$ 73,214.0</u>