

**BOARD OF FINANCE
SPECIAL MEETING
The Metropolitan District
555 Main Street
Hartford, Connecticut 06103
Monday, December 4, 2017**

PRESENT: Commissioners Allen Hoffman and Pasquale J. Salemi; Citizen Members Ram Aberasturia, Ron Angelo and Linda King-Corbin; and District Chairman William A. DiBella (6)

ABSENT: Luis Caban and Citizen Member Martin Courneen (2)

ALSO

PRESENT: Scott W. Jellison, Chief Executive Officer
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
R. Bartley Halloran, District Counsel
Christopher Stone, Assistant District Counsel
Brendan Fox, Assistant District Counsel
John S. Mirtle, District Clerk
Robert Constable, Director of Finance
Sue Negrelli, Director of Engineering
Kelly Shane, Director of Procurement
Tom Tyler, Director of Facilities
Robert Zaik, Director of Human Resources
Lisa Remsen, Financial Analyst
Kerry E. Martin, Assistant to the Chief Executive Officer
Carrie Blardo, Assistant to the Chief Operating Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Salemi called the meeting to order at 4:15PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Hoffman and duly seconded, the meeting minutes of the Board of Finance meeting of November 8, 2017 were approved.

OPPORTUNITY FOR GENERAL PUBLIC COMMENT

No one from the public appeared to be heard.

2017 OPERATING BUDGET TRANSFER

To: Board of Finance for consideration on December 4, 2017

The 2017 Adopted operating budget is forecasting deficits in the following functional areas: Chief Executive Office, Human Resources, Legal Administration, Command Center, Debt Service, Special Agreements & Programs and Riverfront.

The forecasted deficits in The Chief Executive Office, Human Resources, Legal Administration and the Command Center are the result of the awarding of cost of living increases to exempt and excluded and classified positions, which weren't contemplated in the 2017 Adopted Budget, the District hiring a greater amount of summer interns than was contemplated in the 2017 adopted budget and transfers of positions.

The forecasted deficit in Debt Service is due to the 2017 Adopted budgetary assumption of an advanced refunding of bonds during fiscal 2017 which did not occur due to the current external market conditions.

The forecasted deficit in Special Agreements & Programs' budget is the result of a contractual settlement involving the New Britain sewer agreement.

The forecasted deficit in Riverfront is due to the execution of a contractual agreement that was not fully reflected in the 2017 Adopted Budget.

CERTIFICATIONS:

In accordance with Section 3-8 of the Charter of The Metropolitan District, I hereby certify that there exists free from encumbrances, in the following appropriation, the amounts listed:

From:	General	Water	Total
Department 11 - District Board	13,200.00	13,800.00	27,000.00
Department 13 - Administrative Services	7,400.00	7,600.00	15,000.00
Department 17 - Information Systems	38,800.00	78,800.00	117,600.00
Department 18 - Finance	9,800.00	10,200.00	20,000.00
Department 20 - Engineering Planning	52,800.00	54,900.00	107,700.00
Department 30 - Operations	105,000.00	315,000.00	420,000.00
Department 35 - Laboratory Services	37,000.00	40,000.00	77,000.00
Department 40 - Operating Office	14,700.00	15,300.00	30,000.00
Department 402 - Water Pollution Control	305,300.00	-	305,300.00
Department 404 - Maintenance	134,900.00	140,100.00	275,000.00
Department 712 - Employee Benefits	28,400.00	34,600.00	63,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

John M. Zinzarella
Chief Financial Officer

It is therefore RECOMMENDED that it be:

Voted: That the Board of Finance recommends to the District Board passage of the following resolution.

Resolved: That transfers within the 2017 Budget Appropriations be approved as follows:

From:	General	Water	Total
Department 11 - District Board	13,200.00	13,800.00	27,000.00
Department 13 - Administrative Services	7,400.00	7,600.00	15,000.00
Department 17 - Information Systems	38,800.00	78,800.00	117,600.00
Department 18 - Finance	9,800.00	10,200.00	20,000.00
Department 20 - Engineering Planning	52,800.00	54,900.00	107,700.00
Department 30 - Operations	105,000.00	315,000.00	420,000.00
Department 35 - Laboratory Services	37,000.00	40,000.00	77,000.00
Department 40 - Operating Office	14,700.00	15,300.00	30,000.00
Department 402 - Water Pollution Control	305,300.00	-	305,300.00
Department 404 - Maintenance	134,900.00	140,100.00	275,000.00
Department 712 - Employee Benefits	28,400.00	34,600.00	63,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

To:	General	Water	Total
Department 121 - Chief Executive Office	7,400.00	7,600.00	15,000.00
Department 141 - Legal Administration	13,200.00	13,800.00	27,000.00
Department 151 - Human Resources	64,200.00	66,800.00	131,000.00
Department 212 - Command Center	23,800.00	46,200.00	70,000.00
Department 701 - Debt Service	428,900.00	-	428,900.00
Department 741 - Special Agreements & Programs	209,800.00	287,900.00	497,700.00
Department 831 - Riverfront	-	288,000.00	288,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

On motion made by Citizen Member Angelo and duly seconded, the report was received and the resolution adopted by unanimous vote of those present.

DISCUSSION RE: DPH PRIMACY FEE BILLING OPTIONS

The Board of Finance discussed the Department of Public Health Primacy Fee going into effect in 2018 and directed staff to charge to customers on a monthly basis.

Without objection, Agenda Items #6 "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 219-CSL", #7 "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 697-DC" and #8 "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 657-C1" were consolidated and considered together.

**APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 219-CSL**

To: Board of Finance for consideration on December 4, 2017

Staff seeks approval from your Board to execute and deliver the CWF 219-CSL Project Loan and Project Grant Agreement, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 219-CSL having a principal amount of \$29,910,420.75 and having an interest rate of 2.00%.

The low interest loan will fund the construction of a relief sewer which will convey excess sewage flow to the Rocky Hill water pollution control facility which otherwise may be released from the Goff Brook Overflow Structure to Goff Brook.

The State of Connecticut, through the Clean Water Fund Program, will provide \$29,910,420.75 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be

VOTED: That the Board of Finance recommends to the District Board passage of the following resolution from Bond Counsel

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the CWF No. 219-CSL Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 219-CSL in the aggregate amount not to exceed \$29,910,420.75. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in the Agreement and, to the extent not paid prior to maturity from The Metropolitan District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in the Agreement. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 2. The Project Loan Obligations shall be dated as of their date of issue, shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest as provided in the Agreement.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

**APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 697-DC**

To: Board of Finance for consideration on December 4, 2017

Staff seeks approval from your Board to execute and deliver the CWF 697-DC Project Loan and Project Grant Agreement, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 697-DC having a principal amount of \$15,019,749.60 and having an interest rate of 2.00%.

The low interest loan and grant will fund the refurbishing of many aspects of the Hartford wastewater treatment plant, including sludge processing, odor control, regional sludge receiving and a new fats, oils and grease receiving facility.

The State of Connecticut, through the Clean Water Fund Program, will provide \$18,774,687.00 in state funding with approximately \$3,754,937.40 in grants and \$15,019,749.60 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be

VOTED: That the Board of Finance recommends to the District Board passage of the following resolution from Bond Counsel

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the CWF No. 697-DC Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 697-DC in the aggregate amount not to exceed \$15,019,749.60. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in the Agreement and, to the extent not paid prior to maturity from The Metropolitan District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in the Agreement. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 2. The Project Loan Obligations shall be dated as of their date of issue, shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest as provided in the Agreement.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

**APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 657-C1**

To: Board of Finance for consideration on December 4, 2017

Staff seeks approval from your Board to execute and deliver the First Amendment to Project Loan and Grant Agreement CWF 657-C1, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 657-C1 having a principal amount of \$153,789,886.83 and having an interest rate of 2.00%. This is an increase of \$5,797,157.39 in principal amount of the loan and an increase of \$1,039,608.97 in the grant under CWF No. 657-C.

The low interest loan and grant will fund the construction of new headworks, dual use primary clarifiers, wet weather treatment disinfectant and odor control at the Hartford wastewater treatment plant and the construction of modifications and upgrades to the Rocky Hill wastewater treatment plant, including modifications to the biological nutrient removal system for effluent nitrogen reduction, modifications to various parts of the plant for increased hydraulic capacity and upgrades to various parts of the plant which are nearing the end of their respective useful lives.

The State of Connecticut, through the Clean Water Fund Program, will now provide \$226,244,832.96 in state funding with approximately \$72,454,946.13 in grants and \$153,789,886.83 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be

VOTED: That the Board of Finance recommends to the District Board passage of the following resolution from Bond Counsel

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the First Amendment CWF No. 657-C1 to Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 657-C1 in the aggregate amount not to exceed \$153,789,886.83. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in the Agreement and, to the extent not paid prior to maturity from The Metropolitan District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in the Agreement. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 2. The Project Loan Obligations shall be dated as of their date of issue, shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the

rate of two percent (2.00%) per annum and shall be payable as to principal and interest as provided in the Agreement.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

MEMORANDUM

TO: Board of Finance
The Metropolitan District

FROM: Ernest M. Lorimer
(Soeder & Associates, L.L.C.)

Joseph A. Vitale
(Hinckley, Allen & Snyder, LLP)

DATE: December 11, 2017

SUBJECT: Revisions to form of Project Loan and Grant Agreements

The Office of the Attorney General recently requested revisions to the form of Clean Water Fund Project Loan and Grant Agreements between the Department of Energy and Environmental Protection ("DEEP") and various municipalities (the "Agreements"), with the intent of making the Agreements conform with the form of agreement used by the Department of Administrative Services in other contexts. Bond counsel requested that certain of the provisions of the old form be restored and that other provisions, particularly those relating to annual Project Loan Obligations, be revised. The requested changes have been made. A copy of the amendment to CWF 657-C1, pertaining to the South Storage Conveyance Tunnel, is attached.

We expect all Program Agreements, including the other agreements being presented at the District's board meetings on December 4 and agreements under the Drinking Water program, to conform to these changes.

Some of the more significant changes are:

- Section 2.1 provides a more accurate description of the Project.
- Section 2.2 increases the loan by \$5,797,157.39 in principal amount of the loan and increases the grant by \$1,009,608.97.
- Section 4.3 clarifies that there may be increases to the principal amount of the loan and that there may be more than one Interim Funding Obligation and more than one Project Loan Obligation, and these may either be general obligation indebtedness, or secured by a dedicated repayment source, for example, the sewer user charge.
- Section 7.3 and 7.12 clarify the ability of the State to make physical inspections and to audit the books and records of the District, its contractors and its subcontractors with respect to the Project.
- Section 7.8 has been updated to conform the nondiscrimination provisions to current law. Similarly, Section 7.9 has been updated to include the incorporation of the appropriate Executive orders of the Governor.

- Section 7.20 adds a section wherein the parties acknowledge that the Agreement and materials related to it are generally subject to the freedom of information act, however, DEEP agrees to consider to keep material the District deems confidential as such, to the extent allowed by law.
- Section 10.14 adds a provision allowing the State to set off any costs or expenses it incurs as a result of any nonperformance BY THE District against amounts otherwise due from the State to the District.
- Section 10.15 adds a notice and cure period.

FIRST AMENDMENT

CWF NO. 657-C1

TO PROJECT LOAN AND PROJECT GRANT AGREEMENT CWF NO. 657-C BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN DISTRICT COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

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FIRST AMENDMENT

CWF NO. 657-C1

TO PROJECT LOAN AND PROJECT GRANT AGREEMENT CWF NO. 657-C
BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN DISTRICT
COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

THIS AGREEMENT, made and concluded at Hartford, Connecticut, this _____ day of _____, 2017, by and between the State of Connecticut (the "State"), acting herein by the Commissioner of the Department of Energy and Environmental Protection (the "DEEP"), duly authorized under the provisions of Connecticut General Statutes, Section 22a-6(a)(2) and The Metropolitan District Commission (the "Municipality"), a municipal corporation.

WITNESSETH, THAT

WHEREAS, the State and the Municipality previously have entered into a Project Loan and Project Grant Agreement, No. CWF 657-C, dated June 30, 2015 ("Agreement") to finance the Project; and

WHEREAS, the Municipality issued an Interim Funding Obligation in the amount of \$147,992,729.44 dated July 10, 2015; and

WHEREAS, the revised Project Grant amount is \$ 72,454,946.13 and the revised Project Loan amount is \$ 153,789,886.83 and the Municipality intends to draw down the revised Project Grant and Project Loan in order to complete the Project; and

NOW THEREFORE, KNOW YE THAT:

WHEREAS, the Municipality is now initiating its Project (as described herein in Section 2.1). The Municipality and the State mutually agree:

SECTION 1-DEFINITIONS AND AMENDMENTS TO DEFINITIONS

Section 1.1. Capitalized terms used herein and not defined are used as defined in the Agreement.

Section 1.2. Section 1 of the Agreement remains unchanged except for the following which are new, amended or inserted in lieu of:

For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Advance" means each disbursement of Project Loan and Project Grant proceeds as set forth in Section 4.4 hereof, the form of request for which is shown in Exhibit VII.

"DAS" means the Department Administrative Services.

"Facilities Plan" means an engineering document by which the Project has been justified including, but not limited to, a sewer service area map. The Master Plan Rocky Hill WPCF and its supplement are both dated April 2011. The Long Term Combined Sewer Overflow Control Plan 2012 Update is dated December 4, 2012.

“Records” means all working papers and such other information and materials as may have been accumulated by the Municipality or the Municipalities Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“State Act” shall mean Sections 22a-475 to 483, inclusive, of the Connecticut General Statutes, as amended.

SECTION 2 -AMENDMENT TO THE PROVISIONS OF THE AGREEMENT

- 1) Section 2.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 2.1 Project Description

The Project the construction of the upgrades at the Rocky Hill WPCF and the Hartford WPCF. The Rocky Hill WPCF upgrades will include modifications to the plant's biological nutrient removal systems for effluent nitrogen reduction, modifications to various parts of the plant for increased hydraulic capacity, and upgrades to various parts of the plant which are nearing the end of their useful life. In addition, the Rocky Hill modifications will includes the outfall and interceptor rehabilitation. The Hartford WPCF upgrades include new headworks, dual use primary clarifiers, wet weather treatment disinfection and odor control. The project includes all modifications or amendments which are approved by the Commissioner. The Project will be owned and operated by the Municipality.

- 2) Section 2.2 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 2.2 Eligible Project Costs

The maximum allowable amount of the estimated Total Project Costs and Eligible Project Costs and sources of payment for such costs are set forth below:

Total Project Costs:	\$ 227,419,963.32
Funds from Other Sources:	\$ 0.00
Local Share:	<u>\$ 1,175,130.36</u>
Eligible Project Costs:	\$ 226,244,832.96
Amount of Project Grant:	\$ 72,454,946.13
Amount of Project Loan	\$ 153,789,886.83

The Amount of Project Grant is calculated per Section 3.1.

A list of the Total Project Costs is set forth in the Project Budget to which the Municipality must adhere in aggregate, attached hereto as Exhibit VI, and incorporated herein by reference.

Before delivery of any Project Loan Obligation, the Municipality shall provide a completed Closing Statement, as required in Section 6.1(b); the form of which is set out as **Exhibit VIII** to this Agreement.

- 3) Section 3.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 3.1 The Project Grant

Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality an amount not to exceed the Project Grant amount as set forth in Section 2.2 of this Agreement. The grant amount shall be determined in accordance with Connecticut General Statutes Section 22a-478(c) and DEEP regulations by identifying grant eligible costs, categorizing grant eligible costs by grant category (e.g., denitrification, infiltration/inflow, etc.) and applying the percentage of grant applicable to each grant category.

Pursuant to Section 10.10, the State's obligation to make the Project Grant shall terminate unless the conditions precedent to funding the Project Grant set forth in Section 6.1 of this Agreement and in **Exhibit IX** are satisfied.

- 4) Section 4.1(a) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.1(a) The Loan Commitment

(a) Subject to the terms and conditions of this Agreement, the State agrees to lend to the Municipality, and the Municipality agrees to borrow from the State, an amount not to exceed the amount of the Project Loan as set forth in Section 2.2 hereof. The Project Loan shall bear interest at the rate of 2% per annum as more fully described in Section 4.3 hereof. Interest on any Interim Funding Obligation shall be computed on the basis of a year of 360 days and the actual number of days elapsed. Interest on any Project Loan Obligation shall be computed on the basis of a year of 360 days and twelve 30-day months.

- 5) Section 4.1(b) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.1(b) The Loan Commitment

(b) The amount of the Project Loan shall equal the Eligible Project Costs minus the Project Grant. The amount of the Project Loan may be increased by an amount equal to any reduction in the Project Grant required by Section 3.3 hereof, provided that such amount is for an Eligible Project Cost.

- 6) Section 4.3(a) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.3(a) The Interim Funding Obligations and Project Loan

(a) The Municipality shall execute and deliver one or more Project Loan Obligations to evidence its obligation to repay the Project Loan. In anticipation of the issuance of any Project Loan Obligation, however, the Municipality may execute and deliver one or more Interim Funding Obligations, under which the Municipality may draw up to the amount of the Project Loan as set forth in Section 2.2 of this Agreement. Such draws shall be made in accordance with Section 4.4 of this Agreement. Any increase in the amount of the Project Loan as provided in Sections 4.1 and 4.2(a) of this Agreement shall be evidenced by the execution and delivery by the Municipality of an additional Interim Funding Obligation or Project Loan Obligation evidencing such increase. Each Interim Funding Obligation shall mature no later than six (6) months following the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum on the unpaid principal balance of each Project Loan Advance from the date of each such Project Loan Advance, shall be payable as to principal and interest on maturity, shall be dated and shall contain such terms and conditions as are required by law. Any existing Interim Funding Obligation may be refinanced when due by the execution and delivery of a new Interim Funding Obligation in an amount sufficient to refund the principal due on the Interim Funding Obligation to be refinanced and to provide that the unpaid interest on all prior Project Loan Advances shall continue to accrue from the date of each such prior Project Loan Advance, unless otherwise required by the State. Each Interim Funding Obligation or Project Loan Obligation shall be a general obligation of the Municipality for which the full faith and credit of the Municipality are pledged for the repayment of the Project Loan, or, to the extent not prohibited by law, shall be secured by a dedicated source for repayment of the Project Loan satisfactory to the State and not inconsistent with the Federal Act or the State Act.

- 7) Section 4.3(d) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.3(d) The Interim Funding Obligations and Project Loan

(d) Any Interim Funding Obligation may be refunded by the execution and delivery of a subsequent Interim Funding Obligation issued if the State approves the inclusion of the design costs funded under this Agreement in a new Project Loan and Grant Agreement for construction costs related to the Project defined in Section 2.2.

- 8) Section 6.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 6.1 Written Documentation

(a) Prior to making the Project Loan and the Project Grant, the Municipality shall deliver to the State the following:

- (1) Written assurance satisfactory to the Commissioner that the Municipality will undertake and complete the Project with due diligence;
- (2) All applications and other documents and information required by the Commissioner, including but not limited to (a) plans and specifications prepared for the Project approved by the Commissioner, and (b) Facilities Plans and Sewer Service Area Map of the Project, and (c) written evidence that the Project is consistent with the Conservation and Development Plan;

(3) Written evidence that the Municipality has established an Account, as required by Section 3.4 and Section 4.4, in substantially the form as shown in **Exhibit XI** hereof;

(4) Written evidence that the Municipality has available to it or has made arrangements satisfactory to the Commissioner to obtain the necessary Local Share and Funds from Other Sources to pay that portion of Total Project Costs for which it is legally obligated which are not met by the Project Loan and Project Grant pursuant to Section 2.2;

(5) Written assurance that the Municipality will comply with the Audit requirements of Sections 7.12, 7.15 and 8.4 of this Agreement;

(6) Written assurance from the Municipality that it will require each Contractor who performs services on the Project to submit written proof to the Municipality that each Contractor has complied with the terms of Section 7.8 hereof and has obtained the insurance required by Section 7.10 of this Agreement, and that the Municipality will review the Contractor's written proof of insurance to ensure that it meets all the requirements of Section 7.10 of this Agreement;

(7) Evidence satisfactory to the State that the Municipality has addressed the conditions identified in **Exhibit IX** attached hereto and made a part hereof; and

(8) All properly executed forms and applications prescribed by the Commissioner pursuant to law. The execution and delivery of this Agreement by the Municipality to the State shall constitute the written assurances required by clauses (1), (3), (4), (5) and (6) above.

(b) Before delivery of each Project Loan Obligation, the Municipality shall provide a completed Closing Statement, the form of which is attached hereto as **Exhibit VIII**.

9) Section 6.4 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 6.4 Signature and No Litigation Certificate

Prior to the delivery of this Agreement, each Interim Funding Obligation and each Project Loan Obligation, the State shall have received from the Municipality a Signature and No Litigation Certificate satisfactory to the State.

10) Section 7.3 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.3 Audit and Inspection of Plants, Places of Business and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality's contractors and subcontractors to maintain, accurate and complete Records. The Municipality shall make all of its and its contractors' and subcontractors' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Municipality will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Municipality under this Agreement. The Municipality will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Municipality in accordance with the provisions of Section 10.14 of this Agreement.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the later of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be amended for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with a contractor or subcontractor.

11) Section 7.8 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.8 Nondiscrimination

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) The Municipality shall cause the following subsections to be included in the contract as set forth here as required by Section 4(a)(60) of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed

without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their

sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.).

12) Section 7.9 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.9 Executive Orders of the Governor

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth herein. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and made a part of this Agreement as if they had been fully set forth herein. At the Municipality's request, DEEP or DAS shall provide a copy of such orders to the Municipality.

13) Section 7.11 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.11 Indemnification

The Municipality agrees to indemnify and hold the State, its officials, agents and employees harmless from and against any and all claims, suits, actions, costs, and damages

resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by any insurance coverage which may be required herein.

- 14) Section 7.12 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.12 Audit Requirements for Recipients of State Financial Assistance

For purposes of this section 7.12 only, the word "Municipality" shall be deemed to mean "non-state entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Municipality shall provide for an annual financial Audit acceptable to DEEP for any expenditure of State-awarded funds made by the Municipality. Such Audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Municipality will comply with federal and state single audit standards as applicable.

- 15) A new section 7.19 is added to the Original Agreement to read as follows:

Section 7.19 Confidential Information

DEEP will afford due regard to the Municipality's request for the protection of proprietary or confidential information which DEEP receives. However, all materials associated with the Contractor's bid and this Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Municipality may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Municipality believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Municipality that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of this Agreement, especially including the Contractor's bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Municipality indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," DEEP will endeavor to keep said information confidential to the extent permitted by law. DEEP, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Municipality shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DEEP or the State have any liability for the disclosure of any documents or information in its possession which DEEP believes are required to be disclosed pursuant to the FOIA or other requirements of law.

- 16) Section 10.3 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.3 Sovereign Immunity

The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

- 17) Section 10.4 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.4 Forum and Choice of Law

The parties hereto deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties hereto further agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 18) Section 10.10 of the Original Agreement is renamed Section 10.10 Termination

Section 10.10 Termination

- 19) Section 10.12 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.12 Whistleblowing

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Municipality takes or threatens to take any personnel action against any employee of the Municipality in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Municipality shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General

bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, the Municipality shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Municipality.

20) Section 10.13 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.13 Disclosure of Records

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with such statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

21) A new section 10.14 is added to the Original Agreement to read as follows:

Section 10.14 Setoff

In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Municipality's unexcused nonperformance under this Agreement and under any other agreement or arrangement that the Municipality has with the State and (2) any other amounts that are due or may become due from the State to the Municipality, against amounts otherwise due or that may become due to the Municipality under this Agreement, or under any other agreement or arrangement that the Municipality has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Municipality's breach of this Agreement, all of which shall survive any setoffs by the State.

22) A new section 10.15 is added to the Original Agreement to read as follows:

Section 10.15 Breach

If either party breaches this Agreement in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure such breach within ten (10) days (unless a different number of days is stated in such written notice) from the date that the breaching party receives such notice. Such right to a cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. Such notice may include a date this Agreement will terminate in the event the breach is not cured by the date stated in such notice and, unless otherwise notified by

the non-breaching party in writing prior to the termination date stated therein, no further action shall be required of any party to effect the termination of this Agreement on the termination date set forth in such notice. If the notice does not set forth an effective Agreement termination date, then the non-breaching party may terminate this Agreement by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Municipality has not performed according to this Agreement, the State may withhold payment pursuant to this Agreement, in whole or in part, pending resolution of such performance issue, provided that the State notifies the Municipality in writing prior to the date that the payment would have been due.

IN WITNESS WHEREOF, the parties hereto have caused this Project Loan and Project Grant Agreement to be duly executed as of the day and year first above written.

WITNESSES: STATE OF CONNECTICUT DEPARTMENT OF
ENERGY AND ENVIRONMENTAL
PROTECTION

Robert J. Klee
Commissioner

_____ Date

WITNESSES: THE METROPOLITAN DISTRICT

By: _____
William A. Dibella
Chairman

_____ Date

WITNESSES: THE METROPOLITAN DISTRICT

By: _____
~~John M.~~ M. Zinzarella
~~Deputy~~ Deputy Chief Executive Officer of
Business Services/CFO/Treasurer

_____ Date

By: _____
Associate Attorney General

_____ Date

SECTION 3 AMENDMENTS TO THE ATTACHMENTS OF THE ORIGINAL AGREEMENT

- 1) Exhibit VI of the Original Agreement is deleted in its entirety, and the following Exhibit VI is inserted in lieu thereof.
- 2) Exhibit VII of the Original Agreement is deleted in its entirety, and the following Exhibit VII is inserted in lieu thereof.
- 3) Exhibit VIII of the Original Agreement is deleted in its entirety, and the following Exhibit VIII is inserted in lieu thereof.
- 4) Exhibit IX of the Original Agreement is deleted in its entirety, and the following Exhibit IX is inserted in lieu thereof.
- 5) Exhibit X of the Original Agreement is deleted in its entirety, and the following Exhibit X is inserted in lieu thereof.
- 6) Exhibit XI of the Original Agreement is deleted in its entirety, and the following Exhibit XI is inserted in lieu thereof.
- 7) Exhibit XII of the Original Agreement is deleted in its entirety.

Exhibit VI Budget

Budget Report

CWF#: 657-C

THE METROPOLITAN DISTRICT

<i>Category</i>	<i>Contractor</i>	<i>Contract #</i>	<i>Cost</i>	<i>Funds from Other Sources</i>	<i>Grant</i>	<i>Loan</i>	<i>Local Share</i>
CONSTRUCTION	CH Nickerson	2014B-14	44,190,635.36	0.00	9,245,363.34	33,977,466.66	967,805.36
	Carlin	2012-21	153,383,396.26	0.00	55,708,849.52	97,674,546.74	0.00
CONSTRUCTION ADMIN	Hazen and Sawyer	Rocky Hill	4,895,540.00	0.00	1,047,156.01	3,848,383.99	0.00
	Arcadis	Dual Use	7,537,687.00	0.00	2,737,687.92	4,799,999.08	0.00
INTEREST			3,000,000.00	0.00	0.00	3,000,000.00	0.00
CONTINGENCY		2014B-14	2,775,523.81	0.00	593,684.54	2,181,839.27	0.00
		2012-21	7,368,613.34	0.00	2,676,280.37	4,692,332.97	0.00
Engineering Services		2016B-04	317,876.00	0.00	34,902.78	282,973.22	0.00
CONSTRUCTION		2016B-04	3,772,436.00	0.00	391,449.19	3,173,661.81	207,325.00
CONTINGENCY		2016B-04	178,255.55	0.00	19,572.46	158,683.09	0.00
Totals:			227,419,963.32	0.00	72,454,946.13	153,789,886.83	1,175,130.36

Exhibit VII Form of Request for AdvanceUNDER THE INTERIM FUNDING OBLIGATION

The ***** (the "Municipality") hereby requests that an advance be made to the Municipality upon the \$_____ Interim Funding Obligation issued by the Municipality to the State pursuant to the Project Loan and Project Grant Agreement No. _____, entered into between the Municipality and the State, dated_____, (the "Project Loan Agreement") 20____, in the amount of \$_____ to be made by the 13th business day of the month, or such other date as designated by the State. The Municipality requires such advance to pay Total Project Costs as defined in the Project Loan Agreement.

The Municipality hereby represents that (i) no default or any event that, but for the giving of notice or lapse of time or both, would constitute an event of default has occurred or is continuing under the Project Loan Agreement and (ii) the representations contained in the Project Loan Agreement are true and correct as of the date hereof.

By_____

Authorized Officer

Exhibit VIII Closing StatementState of Connecticut Department of Energy and Environmental Protection
Clean Water Fund Project Loan Obligation CWF # ***_**Municipality: *****Execution Date: xx/xx/xxxxLoan Advances received prior to / / \$ - 0 -Loan Advances deposited today* - 0 -Accrued Interest through / / ** - 0 -Amount of Project Loan Obligation \$ - 0 -

* This amount has been deposited today by the State in the Municipality's Account.

** Interest accrued on Interim Funding Obligations through / / is \$ - 0 -, of which \$ - 0 - has been funded by the \$ - 0 - Project Loan Obligation.[The balance of \$ - 0 - has been paid by the Municipality separately today by check or wire.]The Municipality acknowledges that the loan advance identified above, made on / / is for Project Costs due and payable within 30 days of the closing date for the following:

	<u>Grant</u>	<u>Loan</u>
Construction	\$ - 0 -	\$ - 0 -
Legal	\$ - 0 -	\$ - 0 -

The Municipality may not withdraw any funds from the account until invoices for such services have been submitted to DEEP.

The Municipality also acknowledges that any unspent loan advances remaining in the Account as of / / must be returned to OTT by or within days of to be applied to prepayment of the Project Loan Obligation.Grant Advances made prior to / / \$ - 0 -Grant Advances to be deposited* \$ - 0 -

* This amount has been deposited today by the State in the Municipality's Account.

Any unspent grant advanced funds remaining in the account as of / / must be returned to OTT by or within days of and will be reallocated at the discretion of the State.

Funding Summary:

	Item #	Date	\$\$ GRANT	\$\$ LOAN	Local Share/ Other Financing	\$\$ Total
Bond Commission Approval:						
Bond Commission Approval:						
<i>Total approved by Bond Commission</i>						
Contract Totals (IFO):						
Final Costs (PLO):						
Bond Commission totals less PLO values = Amounts to decommit:						

Please note that as of / / the State will de-commit the remaining unused loan amount of \$ - 0 - and unused grant amount of \$ - 0 - .

Dated this / / .

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION

By _____

By _____

Title: _____

Title: _____

CC: Susan Hawkins, Department of Energy and Environmental Protection
Pooran Singh, Office of the State Treasurer
Marie Moylan Hoadley, Office of the State Treasurer

Exhibit IX Conditions Precedent

Conditions Precedent

Refer to Section VI of the Agreement for conditions precedent to the obligation of the State to make the Project Loan.

Notwithstanding anything contained in the Agreement to the contrary, the Municipality shall not be entitled to a Project Loan Advance, unless and until the Municipality has delivered satisfactory documentation to the State, evidencing the Municipality's compliance with the requirements of the Act, the Federal Act and all other applicable state and federal laws and regulations pertaining to the Project. Such documentation shall include, but not be limited to, the outstanding submittals below and shall be reviewed and approved by the Commissioner of DEEP in writing.

Required Documentation:

Date to be provided:

No additional conditions precedent at the time of this Agreement.

Acknowledged by: _____

Print Name:

Title:

Date:

Exhibit X Insurance Requirements**INSURANCE AND RISK MANAGEMENT BOARD RECOMMENDATIONS
FOR MINIMUM INSURANCE REQUIREMENTS****Insurance Guidelines (Limits and Scope)**

Before commencing work, the Municipality shall require each Contractor who works on the Project to obtain, at its own cost and for the duration of the contract, the following insurance:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
4. Professional Liability: \$1,000,000 each occurrence.

Insurance Provisions

- A. The Municipality and State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named and endorsed as an Additional Insured.
- B. Contractor shall assume any and all deductibles in the described insurance policies.
- C. The Contractor's insurer shall have no right of recovery or subrogation against the Municipality or the State of Connecticut and the described insurance shall be primary coverage.
- D. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the Municipality.
- E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- F. Insurance is to be placed with insurers with a current AM Best Rating of no less than A-, VII.
- G. Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificate of insurance evidencing insurance requirements herein.
- H. Contractor shall furnish to Municipality a certificate of insurance prior to commencement of work.

Exhibit XI Authorization for ACH Payments**INSTRUCTIONS FOR REQUESTING PAYMENTS ELECTRONICALLY**

Thank you for your interest in the Comptroller's Vendor Direct Deposit (ACH) Program. Attached please find the Vendor Direct Deposit (ACH) Election Form for Clean Water Funds. You should only submit this form when instructed to do so by a representative of either the State Treasurer's Office, Department of Energy and Environmental Protection (DEEP), or Department of Public Health.

Please provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). This is a federal form that certifies the Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number). This form allows us to make sure the information recorded in our Vendor File is current. You may access a fillable version of the form at www.irs.gov/pub/irs-pdf/fw9.pdf.

If the account type is a checking account, attach a voided check to the Vendor Direct Deposit (ACH) Election Form. For accounts which you do not write checks from please include a letter from your bank which shows the ABA routing number, account number, and the name(s) on the account.

Keep a copy of the Vendor Direct Deposit (ACH) Election Form for your records. You must inform the ACH/VSS Unit of any changes to the information provided in writing to the below address or by email to osc.apdvf@ct.gov. Please return completed forms to:

Office of the State Comptroller
Accounts Payable Division ACH/VSS Unit
55 Elm Street 6th Floor
Hartford, CT 06106-1775

If you choose to participate in this program:

- Altered forms will not be accepted. You must submit a signed copy of this form along with a signed W-9 and one form of account verification (Voided Check, Deposit Slip, Bank Letter).
- Upon approval, all clean water payments from the State of Connecticut issued by the Office of the State Comptroller Accounts Payable Division will be deposited electronically to the bank account you designate.
- Remittance information may be viewed by accessing our accounting system through Vendor Self-Serve (VSS). Please visit our website at www.osc.ct.gov/vendor/ for information on the VSS system. When we receive your completed Vendor Direct Deposit (ACH) Election Form we will contact you regarding a User ID and password for VSS. Additionally, your financial institution may provide you with addenda information at the time of deposit. Contact your financial institution for more information on receiving electronic addenda.
- Your financial institution's ability to receive payments from us and properly credit your account will be verified with the transmission of a test transaction to your account. Further instructions will be sent to the contact email you list in the form's VSS field. They will describe how to validate your ACH (EFT) test transaction. Failure to follow these instructions may delay your participation in this program. Once you have confirmed receipt of all test data, including accessing the remittance information in VSS, please contact the ACH/VSS Unit at (860) 702-3409 or by email at osc.apdvf@ct.gov.
- Changes to your bank account information can only be authorized by the individuals listed on the Vendor Direct Deposit (ACH) Election Form. To request changes to the authorized individuals please contact the ACH/VSS Unit at osc.apdvf@ct.gov.
- To process a change to your destination account number or financial institution you will need to submit another application package with the new information. Changes can take up to a week from the receipt of the form. To stop payment to a closed account immediately contact the ACH/VSS Unit by email at osc.apdvf@ct.gov.
- When contacting us by email, always include the ACH(EFT) in the subject line.

Thank you for your interest in this program.

Vendor Direct Deposit (ACH)
Election Form – WATER
Revised March 2016

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Accounts Payable Division
55 Elm Street
Hartford, CT 06106-1775

e-mail questions to osc.apdvf@ct.gov

Part 1 Vendor Information

Vendor Name: _____ FEIN/SSN#: _____
Contact Name: _____ Phone: (____) _____ Ext: _____
Title: _____ Fax: (____) _____
Address: _____
City: _____ State: _____ Zip: _____
Contact E-Mail: _____
Vendor Self-Serve (VSS) contact email(s): _____

Please list below the name of the individual(s) who are authorized to make changes to the bank account information.

Name	Phone	Email Address
_____	_____	_____
_____	_____	_____

Part 2 Account Information

Bank Name: _____

Routing & Transit #: (ABA#): _____

Account Type:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- ☐ Checking ☐ Savings
☐ Money Market Savings Account
☐ DDA Checking ☐ DDA Savings

Account #:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Change

If you are already enrolled and are changing accounts, enter the last four digits of the old account below.

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I hereby authorize the State of Connecticut (hereinafter "State") to electronically deposit any payments made through the Office of the State Comptroller's Accounts Payable Division to the bank account specified above. This authorization is to remain in full force and effect until the State has received written notification from me of its termination in such time and manner as to afford the State and the bank named above a reasonable opportunity to act upon it. In the event that the State notifies the bank that funds have been deposited to the company's account in error, I hereby authorize the State of Connecticut Office of the Treasurer to initiate a reversal of the payment in accordance with National Automated Clearing House Association (NACHA) regulations and direct the bank to return said funds to the State as soon as possible. In the event that for any reason, the bank is unable to return said funds to the State, I hereby authorize the State to recover those funds by any of the following methods: (1) deducting the amount of said funds from any future payments from the State until the amount of erroneous deposit has been recovered in full; (2) making written demand on the company for return of said funds, in which case the company hereby agrees to return said funds in full to the State within two (2) weeks of receipt of such written demand; or (3) any combination of methods (1) and (2) above. The company further agrees that if such funds are not repaid to the State, the company will be liable for all costs of collection, including reasonable attorneys' fees incurred by the State in the collection of such funds, together with the maximum interest permitted by law.

I have read, understand, and agree to the above statement.

Signature: _____ Date: _____

This form along with a completed IRS Form W-9 and a voided check or preprinted deposit slip can be submitted by:

Fax - (860)702-3419 Email - OSC.APDVF@CT.GOV or USPS to the address below.

Office of the State Comptroller, Accounts Payable Division ACH/VSS Unit, 55 Elm St. 6th Floor, Hartford, CT 06106-1775

State of Connecticut Clean Water Fund
Construction GO Amendment Feb 2017

On motion made by Commissioner Hoffman and duly seconded, the reports for resolutions #6 "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 219-CSL", #7 "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 697-DC" and #8

“APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 657-C1” were received and the resolutions adopted by unanimous vote of those present.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

MDC employees Gabriele Nyenhuis and Michelle Engelhard spoke regarding the tuition reimbursement being taken out of the budget and requested the Board of Finance to reconsider.

ADJOURNMENT

The meeting was adjourned at 4:59 P.M.

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval