

**THE METROPOLITAN DISTRICT BOARD
BOARD ROOM, DISTRICT HEADQUARTERS
555 MAIN STREET, HARTFORD
MONDAY, MARCH 2, 2020, 5:30 PM**

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| 1. | MEETING CALLED TO ORDER |
| 2. | ROLL CALL |
| 3. | PLEDGE OF ALLEGIANCE |
| 4. | APPROVAL OF MINUTES - MEETING OF FEBRUARY 10, 2020 |
| 5. | PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS |
| 6. | REPORT FROM DISTRICT CHAIRMAN |
| 7. | REPORT FROM CHIEF EXECUTIVE OFFICER |
| 8. | REPORT FROM DISTRICT COUNSEL |
| 9. | BOARD OF FINANCE - CONSIDERATION AND POTENTIAL ACTION RE: APPROVAL FOR STATE OF CONNECTICUT FINANCING - CWF NO. 692-C1 (February 19, 2020) |
| 10. | COMMITTEE ON MDC GOVERNMENT - CONSIDERATION AND POTENTIAL ACTION RE: ORDINANCE REVISIONS (February 26, 2020) |
| 11. | PERSONNEL, PENSION AND INSURANCE COMMITTEE - CONSIDERATION AND POTENTIAL ACTION RE: APPOINTMENT OF DISTRICT COUNSEL (POSSIBLE EXECUTIVE SESSION) (February 19, 2020) |
| 12. | DISCUSSION RE: LITIGATION UPDATE MDC v ZINZARELLA (POSSIBLE EXECUTIVE SESSION) |
| 13. | OPPORTUNITY FOR GENERAL PUBLIC COMMENTS |
| 14. | COMMISSIONER QUESTIONS & COMMENTS |
| 15. | OTHER BUSINESS |
| 16. | ADJOURNMENT |

**BOARD OF FINANCE
APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 692-C1**

To: District Board

March 2, 2020

From: Board of Finance

Staff seeks approval from your Board to execute and deliver the Amendment Agreement CWF No. 692-C1 (the "Amendment") to the Project Loan and Project Grant Agreement CWF No. 692-C dated June 21, 2016 (the "Original Agreement"). The Original Agreement included a project grant amount of \$140,925,166.50, a project loan in the amount of \$172,230,202.95, and a Scheduled Completion Date of February 28, 2022. The Amendment will amend the project grant amount to \$143,919,257.25, the project loan amount to \$175,889,647.75, and the Scheduled Completion Date to November 30, 2022. This would be an increase of \$3,659,444.80 in the amount of the project loan portion and an increase of \$2,994,090.75 in the project grant portion over the amounts authorized in the Original Agreement.

The low interest loan and grant will fund the construction of the South Hartford conveyance and storage tunnel and shaft (the "Project").

The State of Connecticut, through the Clean Water Fund Program, will now provide \$319,808,905.00 in state funding, which is comprised of \$143,919,257.25 in grants and \$175,889,647.75 in 2.00% loans to fund the expenses associated with the Project.

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on February 19, 2020, it was:

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

RESOLVED:

Section 1. This resolution amends and restates a resolution of the District Board, passed at a meeting of the District Board held on June 6, 2016.

Section 2. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the Project Loan and Project Grant Agreement No. CWF 692-C and the Amendment Agreement CWF No. 692-C1 to be entered into with the State of Connecticut (collectively, the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 692-C and

CWF No. 692-C1 in the aggregate amount not to exceed \$175,889,647.75. 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. The prior actions by the Chairman and the District Treasurer in furtherance of this resolution are hereby confirmed and ratified in all respects. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 3. 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,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, slightly slanted style.

John S. Mirtle, Esq.
District Clerk

AMENDMENT

AGREEMENT

CWF NO. 692-C1

TO PROJECT LOAN AND PROJECT GRANT AGREEMENT CWF
NO 692-C

BETWEEN THE STATE OF CONNECTICUT AND
THE METROPOLITAN DISTRICT COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

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AGREEMENT CWF NO. 692-C1

PROJECT LOAN AND PROJECT GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND
THE METROPOLITAN DISTRICT COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

THIS AMENDMENT, made and concluded at Hartford, Connecticut, this __ day of _____, 2020, 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 have entered into a Project Loan and Project Grant Agreement dated June 21, 2016 (the “Original Agreement”) from the State to finance the design and planning phase and/or the development, construction, repair, extension, improvement, remodeling, alteration, rehabilitation, reconstruction or acquisition of a Pollution Abatement Facility.

WHEREAS, the State and Municipality now intend to amend the original Agreement to revise the Project costs and to reflect other updated requirements to the Agreement.

WHEREAS, the revised Project Grant amount is \$143,919,257.25, the revised Project Loan amount is \$175,889,647.75, and the Municipality intends to draw down the revised Project Grant and Project Loan in order to complete the project.

NOW THEREFORE, KNOW YE THAT:

The Municipality and the State mutually agree to amend the Agreement as follows:

Definitions and Amendments to Definitions

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

Section 1.2 Section 1 of the Original Agreement remains unchanged except for the following terms which are hereby amended or inserted.

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**.

“Agreement” means this Project Loan and Project Grant Agreement CWF 692-C dated June 21, 2016 between the State and the Municipality and this Amendment between the State and the Municipality, the date hereof.

“DAS” means the State Department of Administrative Services.

“EPA” means the United States Environmental Protection Agency.

“Engineering Agreement” means the agreements dated December 17, 2015, April 27, 2016, December 5, 2019, between the Municipality and Jacobs Project Management Company and AECOM/Black and Veatch for professional services performed in connection with this Agreement. These agreements are on file at DEEP.

“Facilities Plan” means an engineering document by which the Project has been justified including, but not limited to, a sewer service area map. The specific facilities plan titled “Long Term Combined Sewer Overflow Control Plan 2012 Update” and dated December 4, 2014 was approved by DEEP on April 30, 2015. The facilities plan is on file at DEEP.

“Grant Eligible Costs” means the portion of Total Project Costs that the EPA uses in making a grant pursuant to Part 35 of the Federal Water Pollution Control Act, as amended.

“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.

“Scheduled Completion Date” means November 30, 2022, or such earlier date should the Project be completed sooner than the Scheduled Completion Date or such later date as the Commissioner may otherwise determine; provided, however, in no event shall the Scheduled Completion Date be later than the date of completion of the Project.

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

“Super Cross-Cutters” means requirements of other federal laws and Executive Orders that apply in federal financial assistance programs expressly related to socioeconomic Federal Civil Rights Laws 42 U.S.C. Sec. 2000d (Title VI of the Civil Rights Act of 1964), 33 U.S.C. Sec. 1251 (Section 13 of the Federal Water Pollution Control Act Amendments of 1972), 29 U.S.C. Sec. 794 (Section 504 of the Rehabilitation Act of 1973), 42 U.S.C. Sec. 6102 (The Age Discrimination Act of 1975) and Executive Order No. 11246 (1965) [Equal Employment Opportunity].

The definition for “Confidential Information Data Breach” contained in Section 1 of the Original Agreement is deleted in its entirety.

AMENDMENTS TO THE PROVISIONS OF THE AGREEMENT

Section 2 of the Agreement is deleted and the following is inserted in lieu thereof:

Section 2.1 Project Description

The Project shall consist of Contract 2: the construction of the South Hartford conveyance and storage tunnel and shaft, in accordance with the State Bond Commission approvals dated January 27, 2006, August 18, 2006, January 25, 2008, February 29, 2008, August 4, 2008, January 30, 2009, July 13, 2010, February 24, 2011, June 4, 2012, February 28, 2014, January 30, 2015, March 24, 2016, June 26, 2019 and all modifications or amendments which are approved by the Commissioner. The Project will be owned and operated by the Municipality.

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: | \$319,889,876.19 |
| Funds from Other Sources: | \$ 0.00 |
| Local Share: | \$ 80,971.19 |
| Eligible Project Costs: | \$319,808,905.00 |
| Amount of Project Grant: | \$143,919,257.25 |
| Amount of Project Loan | \$175,889,647.75 |

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.

Section 2.3 Project Signage

Prior to the start of any work funded by this Agreement, project signage shall be in place in accordance with DEEP’s project signage guidelines. A Certificate of Compliance – Project Sign attached hereto as **Exhibit XII** must be completed and sent to the DEEP Municipal Wastewater Project Engineer prior to the first payment being made to the Municipality pursuant to this Agreement.

Section 3 of the Agreement remains unchanged except for the following is amended or inserted 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.

Section 4 of the Agreement remains unchanged except for the following is amended or inserted in lieu thereof:

Section 4.1 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.

(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.

Section 4.1 (c) of the Original Agreement is deleted in its entirety.

Section 4.3 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. So long as the Municipality shall have bond anticipation notes (“Notes”) outstanding to finance the Project, the aggregate principal amount advanced pursuant to one or more Interim Funding Obligations shall not exceed the lesser of (1) the Project Loan Amount or (2) the amount equal to the Total Project Costs less Notes outstanding, less Project Grants paid to the Municipality.

| <u>Date</u> | <u>Cumulative Outstanding Project Loan Amount</u> |
|--------------------|--|
| December 31, 2017 | \$ 75,000,000.00 |
| December 31, 2018 | \$125,000,000.00 |
| December 31, 2020 | \$175,889,647.75 |

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.

(b) Any accrued interest shall be paid by the Municipality from other funds of the Municipality, unless upon request of the Municipality and approval of the State this interest will be advanced as part of the Project Loan Obligation, as long as no additional amount so advanced shall cause the Project Loan described in Section 2 to be exceeded.

(c) Annually by January 31st, commencing January 31, 2017, or another date if agreed upon between the State and the Municipality, the Municipality shall execute and deliver a Project Loan Obligation, which shall be dated no later than the date of such execution and delivery. The amount of the Project Loan Obligation shall not be less than the total of all Project Loan Advances made through the date of the Project Loan Obligation and if approved by the State, accrued interest thereon, minus any amounts repaid to the State. The Project Loan Obligation shall bear interest at the rate of two percent (2.00%) per annum on the unpaid principal balance and shall be payable as to principal and interest as provided in Section 4.5(a) hereof. The execution and delivery of the Project Loan Obligation will constitute a refunding of all existing Interim Funding Obligations and accrued interest thereon, if approved by the State, and the Project Loan Obligation shall be issued in an amount which, together with the principal amount of all prior Project Loan Obligations, does not exceed the amount of the Project Loan as set forth in Sections 2.2 and 4.1 hereof.

Subsequent to the execution and delivery of each Project Loan Obligation, the Municipality may execute and deliver additional Interim Funding Obligations under which it may draw any undisbursed Project Loan amounts in accordance with Sections 4.4 and 7.15 of this Agreement. Any such Interim Funding Obligation may be refunded, and any increase in the Project Loan may be funded, by the execution and delivery of a subsequent Project Loan Obligation. Formal written amendment of this Agreement in accordance with Section 10.9 of this Agreement is required for extensions of terms and conditions.

(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.

Section 4.4 Disbursement of Project Loan and Project Grant Proceeds

Prior to any disbursements, the Municipality must establish an Account which is the sole instrument by which the Municipality will receive its Project Grant and Project Loan proceeds from the State. The Municipality agrees to submit to DEEP signed copies of the engineering agreement and MBE/WBE contracts prior to the first payment being made to the Municipality pursuant to this Agreement.

Proceeds of the Project Loan and Project Grant shall be disbursed, subject to the review and approval by the State, as an Advance and wired by the State to the Account upon the written request thereof from the Municipality to the State accompanied by evidence that such amounts have been incurred by or on behalf of the Municipality for the payment of Total Project Costs. Each such request from the Municipality shall indicate (a) the total amount of the costs incurred for the Project which have not been included in any prior Advance request, (b) the total amount of such costs which are Eligible Project Costs, (c) the total amount of such costs which are Grant Eligible Costs, (d) the amount of the Project Grant Advance (the applicable percentage of which will be as provided in Connecticut General Statutes Section 22a-478 (c) and is detailed in Sections 2.2 and 3.1), and (e) the amount of the Project Loan Advance (the amount in (b) minus the amount of the Project Grant Advance in (d)). Provided the Municipality submits such request and evidence on or before noon of the second (2nd) business day of the month, the State

agrees that it shall wire payment of the Project Grant Advance and the Project Loan Advance to the Account by the thirteenth (13th) business day of such month.

Each time a deposit is made to the Account, the Municipality will receive a deposit notice from the Office of the State Comptroller evidencing the amount of the deposit. As soon as feasible following the disbursement of each Advance, the State shall send to the Municipality a spreadsheet evidencing as of the date of each Advance, the date and amount of each Project Grant Advance and Project Loan Advance, the date and amount of principal repaid by the Municipality on all Project Loan Advances, the principal balance remaining unpaid by the Municipality on all Project Loan Advances, and the interest accrued on all Project Loan Advances. Such spreadsheet shall constitute the endorsement to Schedule 1 of the Interim Funding Obligation.

Section 4.5 Required Repayment of Obligations

(a) Except as otherwise provided herein and in the Act with respect to the Interim Funding Obligation and unless otherwise required by law, the Municipality shall repay each Project Loan Obligation (i) in monthly installments commencing not later than one month after the execution of the Project Loan Obligation, or (ii) in one single installment representing 1/20 of total principal, not later than one year from the Scheduled Completion Date and monthly installments thereafter; provided, however, the last installment of principal on any Project Loan Obligation shall be payable not later than the Maturity Date. Interest on each Project Loan Obligation shall be paid in arrears on each principal repayment date. Monthly installments of principal may be substantially equal or may be in amounts which substantially equalize the aggregate amount of principal and interest due on each monthly installment due date, except that on the first repayment date all accrued interest shall be paid.

Section 4.7 Method of Payments

All payments of principal and interest on any Interim Funding Obligation or any Project Loan Obligation shall be made by the Municipality by check, draft, or by wire transfer, with the Agreement number noted thereon and made payable to the Treasurer, State of Connecticut at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, CT 06106, Attn: Clean Water Fund Financial Administrator, or to such other place as the State shall designate in writing to the Municipality.

Section 6 of the Agreement remains unchanged except for the following is amended or inserted in lieu thereof:

The obligation of the State to make the Project Loan and the Project Grant is subject to the following conditions precedent.

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:

(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;

(7) Written evidence satisfactory to the Commissioner, that the Municipality will issue a general obligation note for which the full faith and credit of the Municipality are pledged for the

repayment of the Project Loan in substantially the form as shown as **Exhibit I** to this Agreement in respect to the Interim Funding Obligation and the form as shown as **Exhibit II** to this Agreement with respect to the Project Loan Obligation;

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

(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**.

Section 6.2 Evidence of Municipal Action

Prior to the execution of this Agreement, the Municipality shall deliver to the State evidence of all municipal action taken by the Municipality to authorize the execution and delivery of this Agreement, any Interim Funding Obligations and any Project Loan Obligations and the performance of its obligations hereunder and thereunder, certified by an authorized official of the Municipality, as further described in **Exhibit IV** attached hereto, and such other papers and documents as the Commissioner may reasonably request.

Section 6.3 Opinion of Bond Counsel

Prior to the disbursement of any Project Loan Advance pursuant to each Interim Funding Obligation and prior to the delivery of any Project Loan Obligation, the Municipality shall deliver to the State a written opinion from a recognized bond counsel satisfactory to the State substantially in the form of **Exhibit III** hereto, to the effect that (a) the making and performance by the Municipality of this Agreement and, as applicable, the Interim Funding Obligation or the Project Loan Obligation has been duly authorized by all necessary municipal action, (b) this Agreement constitutes a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its terms, and (c) as applicable, such Interim Funding Obligation or such Project Loan Obligation when executed and delivered and upon disbursement of an Advance of the Project Loan will constitute a legal, valid and binding general obligation of the Municipality enforceable against it in accordance with its respective terms, for which the full faith and credit of the Municipality are pledged for the payment of the principal thereof and the interest thereon.

Section 6.7 Compliance with Federal and State Requirements

The Municipality shall at all times comply with all applicable federal and State laws and regulations pertaining to the Project including, without limitation, compliance related to Super Cross-Cutters. Additionally, the Municipality shall at all times comply with the following federal Cross-cutters statutes:

Fish and Wildlife Coordination Act
Magnuson-Stevens Fisheries Conservation and Management Act
Migratory Bird Treaty Act
Protection and Enhancement of Cultural Environment Act

The Municipality agrees to comply with the regulations adopted pursuant to Section 22a-482 of the State Act and the requirements of Section 7.12(a) and 7.15 of this Agreement, except as may be waived by the Commissioner.

Section 6.8 Procedures for Compliance with Davis-Bacon Act

The Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) requires that all construction contracts awarded by the Municipality of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 Code of Federal Regulations [CFR] part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week. The Municipality shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Municipality must conduct laborer interviews, at the frequency and manner prescribed in 29 CFR Part 5. The Municipality shall report all suspected or reported violations to the EPA.

Section 6.9 Compliance with Federal Regulations Concerning Grants and Agreements including Use of American Iron and Steel Requirement

Pursuant to the regulations contained in 2 CFR 180, Subpart C, the Municipality acknowledges that this Agreement is a “covered transaction” within the meaning of 2 CFR 180.200, and that it must comply with 2 CFR Part 180, Subpart C, including certain responsibilities regarding doing business with debarred persons as more fully described in 2 CFR Part 1532.

Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, none of the funds from the Project Loan or the Project Grant shall be used to pay Eligible Project Costs or the costs for the construction, alteration, maintenance, or repair of treatment works unless all of the Iron and Steel Products used in the Project are produced in the United States (the “Use of American Iron and Steel requirement”). All projects must adhere to this requirement unless otherwise determined to be exempt or receive a waiver.

Any request by the Municipality to receive a waiver from the Use of American Iron and Steel requirement must be submitted in writing to DEEP. In order to obtain a waiver, EPA must make a finding as to the issuance of the waiver to the AIS requirements.

Section 6.10 Requirement of a Fiscal Sustainability Plan

Pursuant to the Federal Water Pollution Control Act, all recipients of a loan for a project that involves the repair, replacement, or expansion of a publicly owned treatment works must develop and implement a fiscal sustainability plan (FSP) or certify that it has developed and implemented such a plan. The FSP shall include at a minimum (a) an inventory of critical assets that are a part of the treatment works; (b) an evaluation of the condition and performance of inventories assets or asset groupings; (c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; (d) and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities. The FSP must be submitted to the Department of Energy and Environmental Protection no later than July 29, 2022.

Section 6.11 Reporting Requirements

(a) Under the Federal Funding Accountability and Transparency Act (FFATA), Public Law 109-282, as amended, and FFY2010 Appropriation (FFY2010), Public Law 111-85, all sub-recipients are required to report detailed information on the Project and activities utilizing CWSRF monies. This

includes, but is not limited to, information regarding the Municipality, the Project, and contractors as a result of completion of projects or activities utilizing CWSRF monies. The Municipality shall submit all required reporting information to DEEP in the format and frequency prescribed by DEEP.

(b) Upon commencement of Project construction activities and continuing until the project is complete, the Municipality shall report MBE/WBE utilization to comply with EPA requirements.

Section 7 of the Agreement remains unchanged except for the following is amended or inserted in lieu thereof:

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

During the construction of the Project, the Municipality during reasonable hours, shall allow the State, DEEP and any of their officers, agents or employees to inspect its records and come onto its property from time to time for the purpose of monitoring progress and for providing required reports and information under applicable federal and state laws.

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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

(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, status as a veteran, 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 ensure 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, status as a veteran, 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, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 regarding a State contract, 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 as amended; 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 regarding a State contract, 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.

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.

Section 7.10 Insurance

(a) The Municipality shall require all Contractors who work on the Project to carry commercial general liability insurance, professional liability insurance, auto liability insurance, workers' compensation, and employers' liability insurance, in amounts that meet or exceed the minimum insurance guidelines as set forth in **Exhibit X**, attached hereto and incorporated herein by reference. All such insurance required under this Agreement shall be in full force and effect during the planning, design or construction period of the Project, as applicable.

(b) Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and shall cover portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. Coverage shall be written on a replacement cost, Completed Value basis in an amount equal to the projected completed value of the project as well as subsequent modifications. The Municipality shall require that such Builder's Risk insurance maintained by the Contractor shall name the State as loss payee.

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.

Section 7.18 MBE/WBE Requirements

The Municipality agrees to use good faith efforts to utilize minority business enterprises and women business enterprises for costs of the Project that are eligible for funding from the Clean Water Fund in accordance with the percentages listed in the definition of MBE/WBE Requirements in this Agreement. The MBE/WBE Requirement may be fulfilled by either contracting with MBE/WBE certified firms or by good faith efforts to utilize such enterprises (as approved by the DEEP engineer) or a combination of both. The Municipality agrees to submit to DEEP signed MBE/WBE contracts prior to the first payment being made to the Municipality pursuant to this Agreement and upon request from DEEP provide additional information on such contracts as may be required in order for DEEP to comply with EPA reporting requirements.

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.

Section 8 of the Agreement remains unchanged except for the following is amended or inserted in lieu thereof:

Section 8.2 Term of Agreement

The State agrees that the Agreement shall terminate when the State has notified the Municipality that full and final payment of all Interim Funding Obligations and all Project Loan Obligations have been made and all agreements have been met unless this Agreement is terminated pursuant to Section 10.10 of this Agreement.

Section 8.4 Audit and Project Grant and Project Loan

Upon receipt of the information provided for in Section 7.15, the State will notify the Municipality in writing of the following:

(a) The amount of Grant Eligible Costs and Eligible Project Costs expended, the amount of estimated Grant Eligible Costs and Eligible Project Costs, to be incurred upon payment of all estimated Total Project Costs including any adjustments to the amount of Grant Eligible Costs and Eligible Project Costs, if applicable, the amount of the Project Grant disbursed to the Municipality, and the amount by which the Project Grant and Project Loan disbursed exceeds or is less than the applicable Project Loan amounts and statutory percentage with respect to the Project Grant and as specified in Section 2.2 hereof.

(b) If the documentation or audit in accordance with Section 7.15 demonstrates that the Municipality received disbursements of the Project Grant or Project Loan in excess of what it was entitled to receive pursuant to this Agreement, the Municipality shall repay the State such excess amounts pursuant to Section 3.3 or Section 4.5 hereof.

(c) If the Project Grant or Project Loan received is less than the amount the Municipality was entitled to receive pursuant to this Agreement, the State shall promptly process a request for an Advance of the unpaid portion of the Project Grant or Project Loan but not in excess of the Project Grant or Project Loan. If such Audit and statement demonstrate that the Project Grant or Project Loan is less than the Project Loan amount or the estimated Grant Eligible Costs or the amount of Eligible Project Costs as specified in Section 2.2 to be incurred upon payment of all estimated Total Project Costs minus the amount of estimated Project Grant, the State shall as soon as practicable increase the Project Grant or Project Loan, as applicable, pursuant to Section 3.2 or Section 4.2 hereof.

Section 10 of the Agreement remains unchanged except for the following is amended or inserted in lieu thereof:

Section 10.2 Notices

(a) Any notice from one party to the other party, in order for such notice to be binding thereon, shall be in writing addressed to:

(i) when the State is to receive such notice:

(1) Katherine S. Dykes
Commissioner
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106

and,

(2) The Honorable Shawn T. Wooden
Office of the Treasurer
165 Capitol Avenue, Suite 2003
Hartford, CT 06106
Attn: Clean Water Fund Financial Administrator

(ii) when the Municipality is to receive such notice:

The Metropolitan District
Attn: Treasurer
P.O. Box 800
555 Main Street
Hartford, CT 06142

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.

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.

Section 10.10 Termination

The State may terminate the obligation to make the Project Loan and Project Grant, with sixty (60) days written notice, if the State determines that such termination is in the best interest of the State and the Municipality fails to perform its obligations under this Agreement. After giving notice, the State has discretion not to terminate the Project Loan and Project Grant if the Municipality performs its obligations to the satisfaction of the State.

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.

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.

Section 10.14 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.

(The remainder of this page has intentionally been left blank.)

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

Katherine S. Dykes
Commissioner

Date

WITNESSES: THE METROPOLITAN DISTRICT

By: Christopher P. Martin
District Treasurer

Date

WITNESSES: THE METROPOLITAN DISTRICT

By: William A. DiBella
Chairman

Date

By: _____
Attorney General

Date

AMENDMENTS TO THE EXHIBITS OF THE AGREEMENT

Exhibit I of the Original Agreement is deleted in its entirety, and the following Exhibit I is inserted in lieu thereof.

Exhibit II of the Original Agreement is deleted in its entirety, and the following Exhibit II is inserted in lieu thereof.

Exhibit IV of the Original Agreement is deleted in its entirety, and the following Exhibit IV is inserted in lieu thereof.

Exhibit VI of the Original Agreement is deleted in its entirety, and the following Exhibit VI is inserted in lieu thereof.

Exhibit VII of the Original Agreement is deleted in its entirety, and the following Exhibit VII is inserted in lieu thereof.

Exhibit VIII of the Original Agreement is deleted in its entirety, and the following Exhibit VIII is inserted in lieu thereof.

Exhibit IX of the Original Agreement is deleted in its entirety, and the following Exhibit IX is inserted in lieu thereof.

Exhibit X of the Original Agreement is deleted in its entirety, and the following Exhibit X is inserted in lieu thereof.

Exhibit XI of the Original Agreement is deleted in its entirety, and the following Exhibit XI is inserted in lieu thereof.

Exhibit XII of the Original Agreement is deleted in its entirety, and the following Exhibit XII is inserted in lieu thereof.

Exhibit I Form of Interim Funding Obligation

\$ _____

UNITED STATES OF AMERICA
STATE OF CONNECTICUT

Interim Funding Obligation

The ***** (the "Municipality"), for value received, hereby unconditionally promises to pay to the State of Connecticut (the "State"), pursuant to the terms and conditions of a Project Loan and Project Grant Agreement dated _____, 20____, between the Municipality and the State (the "Agreement") up to the principal sum of \$ _____, or the aggregate unpaid principal amount of all Project Loan Advances made by the State to the Municipality pursuant to the Agreement, whichever is less, together with interest on the aggregate unpaid principal balance thereof. Unless otherwise required by law, the aggregate unpaid principal amount of all Project Loan Advances and the interest thereon shall be payable on or before _____. Interest on the aggregate unpaid principal amount of all Project Loan Advances shall be payable at the rate of two percent (2%) per annum from the date of each Project Loan Advance. Interest on this Interim Funding Obligation shall be computed on the basis of a year of three hundred sixty (360) days and the actual number of days elapsed.

The State will endorse on Schedule 1 to this Interim Funding Obligation an appropriate notation evidencing each Project Loan Advance, the date of such Project Loan Advance, the amount of principal prepaid as of the date of such Project Loan Advance, if any, and the principal balance remaining unpaid as of the date of such Project Loan Advance on account of the principal thereof and the Municipality agrees that the amount of the principal balance remaining unpaid as shown on said Schedule 1 from time to time shall constitute the principal amount owing to the State pursuant to this Interim Funding Obligation, absent manifest error.

The Municipality agrees to make all payments in lawful money of the United States, to pay interest at the rate specified above and to pay all costs including reasonable attorneys' fees, incurred by the State in the collection of this Interim Funding Obligation. Both the principal of and interest on this Interim Funding Obligation shall be payable in lawful money of the United States of America to the Treasurer, State of Connecticut, at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, Connecticut 06106, Attn: Clean Water Fund Financial Administrator or to such other place as the State shall designate in writing to the Municipality.

This Interim Funding Obligation has been executed and delivered subject to the terms and conditions of the Agreement to which reference is hereby made for the terms and conditions upon which it shall be and may be prepaid in whole or in part without premium or penalty and generally as to the rights and duties of the State and as to the rights and duties of the Municipality.

Any capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Interim Funding Obligation is within every debt and other limit prescribed by law or by the Municipality. This Interim Funding Obligation is a general obligation of the Municipality and the full faith and credit of the Municipality are pledged to the payment of the principal of and interest on this Interim Funding Obligation as the same may become due.

IN WITNESS WHEREOF, the _____ of _____, Connecticut, has caused its seal to be affixed hereto and this Interim Funding Obligation to be signed in its name by the manual signatures of its _____ and _____, all as of the ____ day of _____, ____.

By: _____

Its _____

(SEAL)

OPINION OF COUNSEL

In our opinion, the above Interim Funding Obligation will be a valid and binding obligation of the Municipality when the Municipality has received a Project Loan Advance.

Attorneys-At-Law

CERTIFICATION OF BANK

This is to certify that the within Interim Funding Obligation is one of the particular issue described therein; that the signatures and seal thereto affixed are genuine; and that an opinion approving the legality of this issue has been rendered by _____, Attorney-at-Law, of _____, Connecticut.

By _____
(Bank Officer)

SCHEDULE 1

| <u>Date</u> | <u>Amount of Project Loan Advance Made This Date</u> | <u>Amount of Principal Repaid This Date</u> | <u>Principal Balance Remaining Unpaid</u> | <u>Notation Made by</u> |
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Advances and payments of Principal pursuant to an Interim Funding Obligation dated as of _____, between the State of Connecticut and the _____.

Exhibit II Form of Project Loan Obligation

**UNITED STATES OF AMERICA
STATE OF CONNECTICUT**

Project Loan Obligation

The ***** (the "Municipality"), for value received, hereby unconditionally promises to pay to the State of Connecticut (the "State"), pursuant to the terms and conditions of a Project Loan and Project Grant Agreement dated _____, 20__, between the Municipality and the State (the "Agreement"), the principal sum of, \$ _____, together with interest on the aggregate unpaid principal balance thereof. Unless otherwise required by law, the aggregate unpaid principal amount of this Project Loan Obligation shall be payable in equal monthly installments of \$ _____ commencing on _____ (not later than one year after the Scheduled Completion Date as set forth in the Agreement) and shall be payable thereafter on _____ in each month until such Project Loan Obligation is paid in full; provided however, the last installment of principal repayment shall be payable not later than twenty (20) years from the date of the Scheduled Completion Date.

Interest on the aggregate unpaid principal amount of this Project Loan Obligation shall be payable monthly commencing on the date not later than one year from the date of this Project Loan Obligation (such date for the payment of such interest shall be the same date on which the principal installment is paid) and monthly thereafter at the rate of two percent (2%) per annum. Interest on this Project Loan Obligation shall be computed on the basis of a year of three hundred sixty (360) days and twelve 30-day months.

The Municipality agrees to make all payments in lawful money of the United States, to pay interest at the rate specified above and to pay all costs, including reasonable attorneys' fees, incurred by the State in the collection of this Project Loan Obligation. Both the principal of and interest on this Project Loan Obligation shall be payable in lawful money of the United States of America to the Treasurer, State of Connecticut, at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, Connecticut 06106, Attn: Clean Water Fund Financial Administrator or to such other place as the State shall designate in writing to the Municipality.

This Project Loan Obligation has been executed and delivered subject to the terms and conditions of the Agreement to which reference is hereby made for the terms and conditions upon which it shall be and may be prepaid in whole or in part without premium or penalty and generally as to the rights and duties of the State and as to the rights and duties of the Municipality.

Any capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Project Loan Obligation is within every debt and other limit prescribed by law or by the Municipality. This Project Loan Obligation is a general obligation of the Municipality and the full faith and credit of the Municipality are pledged to the payment of the principal of and interest on this Project Loan Obligation as the same become due.

IN WITNESS WHEREOF, the _____ of _____, Connecticut, has caused its seal to be affixed hereto and this Project Loan Obligation to be signed in its name by the manual signatures of its _____ and _____, _____, all as of the _____ day of _____, 20__.

By: _____
Its: _____

By: _____
Its: _____

OPINION OF COUNSEL

In our opinion, the above Project Loan Obligation will be a valid and binding obligation of the Municipality when the Municipality has received a Project Loan Advance.

Attorneys-At-Law

CERTIFICATION OF BANK

This is to certify that the within Project Loan Obligation is one of the particular issue described therein; that the signatures and seal thereto affixed are genuine; and that an opinion approving legality of this issue has been rendered by

_____,
Attorney-at-Law, of _____, _____, Connecticut.

By _____
(Bank Officer)

Exhibit IV Form of Issuance Certificate and Certificate as to No Litigation

FORM OF ISSUANCE CERTIFICATE

 _____, _____, of the _____, Connecticut (the "Municipality"),
 HEREBY CERTIFY:

That the Project Loan and Grant Agreement dated, _____, 20____, by and between the State of Connecticut, and the Municipality (the "Agreement"), was duly executed in the name and on behalf of the Municipality by the execution thereon of the signature of

1. I, _____ (Name) _____, _____ (Title) _____, [and by the signature of the undersigned, _____ (Name) _____, _____ (Title) _____].

2. The \$ _____ Interim Funding Obligation, dated _____, (the "Obligation") was duly executed in the name and on behalf of the Municipality by the execution thereon of the signature of the undersigned, _____ (Name) _____, _____ (Title) _____, and by the signature of the undersigned, _____ (Name) _____, _____ (Title) _____; and that said Obligation bears the seal of said Municipality.

I further certify that on the dated date of the Project Loan and Grant Agreement and on the date hereof, the officers listed below were and are the duly elected or appointed, qualified officers authorized to execute the Agreement and the Obligation in the name and on behalf of the Municipality holding the offices indicated by the official titles opposite their names and that the seal which has been impressed on the Obligation and upon this certificate is the legally adopted, proper and only official seal of the Municipality.

| <u>Name</u> | <u>Title</u> | <u>Expiration of Term</u> |
|-------------|--------------|---------------------------|
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IN WITNESS WHEREOF, I have hereto affixed the corporate seal of said _____ (Seal) of _____ and my signature as of the _____ day of _____, _____.

Title: _____

*****[Municipality]

FORM OF CERTIFICATE AS TO NO LITIGATION

I, _____, HEREBY CERTIFY in connection with the \$ _____ Interim Funding Obligation, dated _____, (the "Obligation") that I am the _____ of the _____, Connecticut (the "Municipality") that (i) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or, to the best of my knowledge, threatened against the Municipality, in any way contesting or affecting the validity of enforceability of the Obligation, or contesting titles of officers of the Municipality executing the Obligation, or contesting any of the proceedings taken with respect to the issuance of Obligation, the application of monies to the payment of the Obligation or the use of proceeds of the Obligation; nor, to the best of my knowledge, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligation, and (ii) there is no controversy or litigation of any nature now pending or threatened by or against the Municipality wherein an adverse judgment or ruling would have a material adverse impact on the financial condition of the Municipality or adversely affect the power of the Municipality to levy, collect and enforce the collection of taxes or other revenues for the payment of the Obligation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, _____.

Title: _____

*****[Municipality]

Exhibit VI Budget

CWF#: 692-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> | <i>Notes</i> |
|--------------------------|-------------------|-------------------|----------------|---------------------------------|----------------|----------------|--------------------|--------------|
| Construction | Kenny/Obayashi | 2015B-27 C2 | 279,400,000.00 | 0.00 | 125,730,000.00 | 153,670,000.00 | 0.00 | |
| Construction Admin | Jacobs | C2 add C1 for DBE | 7,251,966.19 | 0.00 | 3,227,387.40 | 3,944,584.60 | 79,994.19 | |
| Construction Engineering | AECOM | | 12,439,374.00 | 0.00 | 5,597,278.65 | 6,841,118.35 | 977.00 | |
| Contingency | | | 13,970,000.00 | 0.00 | 6,286,500.00 | 7,683,500.00 | 0.00 | 5% |
| Construction Admin | Jacobs | C1 | 175,000.00 | 0.00 | 84,000.00 | 91,000.00 | 0.00 | |
| Technical Services | Jacobs | | 6,653,536.00 | 0.00 | 2,994,091.20 | 3,659,444.80 | 0.00 | |
| | | | | | | | | |
| Totals: | | | 319,889,876.19 | 0.00 | 143,919,257.25 | 175,889,647.75 | 80,971.19 | |

Exhibit VII Form of Request for Advance

UNDER 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 Statement

State of Connecticut Department of Energy and Environmental Protection
Clean Water Fund Project Loan Obligation CWF # ***-**

Municipality: *****
 Execution Date: xx/xx/xxxx
 Loan 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 de-commit: | | | | | | |

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: David Johnson, Department of Energy and Environmental Protection
 Pooran Singh, Office of the State Treasurer
 SRF Financial Administrator, 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 on the Commercial General Liability insurance and the Automobile Liability insurance.
- 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
165 Capital Avenue, Suite
Hartford, CT 06106**

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.

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 |
|------|-------|-------------------------------|
| | | |
| 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.

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

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, 165 Capital Avenue, Hartford, CT 06106

Exhibit XII Certificate of Compliance – Project Signage

**Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuse
Clean Water State Revolving Fund**

Certification of Compliance – Project Signage

Town:

CWSRF Project Name:

CWSRF Project Number:

Project Signage Details:

The above referenced construction project that received funding from the Clean Water State Revolving Fund has complied with the Connecticut Department of Energy and Environmental Protection – Bureau of Water Protection and Land Reuse’s Project Signage Guidelines.

Sign was erected at or near the project location.

Date sign was erected: _____

Attach photo of project sign.

Certification:

I hereby certify that the information provided above is true and correct to the best of my knowledge.

Name (please print): _____

Title: _____

Signature: _____

Date: _____

**COMMITTEE ON MDC GOVERNMENT
PROPOSED REVISIONS TO THE WATER AND SEWER ORDINANCES
§ W1a and § S12X**

To: District Board

March 2, 2020

From: Committee on MDC Government

District staff, through the Office of District Counsel, submits the revisions of Section W1a, "WATER USED CHARGE (TREATED WATER)", to The Metropolitan District Water Ordinances and Section S12x, "SPECIAL SEWER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS TO THE SEWERAGE SYSTEM", to The Metropolitan District Sewer Ordinances for consideration by the Committee on MDC Government. Pursuant to the authority set forth in Section 1(g) of Special Act 08-9 (Regular Session 2008).

SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

| | |
|---|--|
| <u>BILLS RENDERED</u> <u>MONTHLY</u> | <u>RATE</u> \$3.97 per 100 Cubic Feet |
|---|--|

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 802ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 802ccf of water used per day:

| | |
|---|--|
| <u>BILLS RENDERED</u> <u>MONTHLY</u> | <u>RATE</u> \$3.97 per 100 Cubic Feet |
|---|--|

For each ccf of water used per day in excess of 802ccf:

| | |
|---|--|
| <u>BILLS RENDERED</u> <u>MONTHLY</u> | <u>RATE</u> \$3.18 per 100 Cubic Feet |
|---|--|

For customers which, by agreement with the District or otherwise, resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

| | |
|---|--|
| <u>BILLS RENDERED</u> <u>MONTHLY</u> | <u>RATE</u> \$3.97 per 100 Cubic Feet |
|---|--|

SEC. S12x SPECIAL SEWER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS TO THE SEWERAGE SYSTEM

- a.) For customers of The Metropolitan District who utilize the District sewer system and are furnished water directly by The Metropolitan District there shall be a special sewer service charge at rates established annually through the budget approval process as set forth in Chapter 3 of the Charter of The Metropolitan District. Except as provided in subsection S12x(b), S12x(c) and S12(d) said rates shall be uniformly applied to, and be proportional to the quantity of water used by, the affected customers.
- b.) Notwithstanding the foregoing, The Metropolitan District may, through its annual budget, allow for a reduction in the special sewer service charge otherwise payable by owners of commercial or industrial properties in the event said properties, and the commercial or industrial operations located thereon, are serviced, in whole or in part, by an on-site wastewater collection, treatment, and disposal system that does not discharge into the sanitary sewage system of The Metropolitan District. The amount of said reduction shall be based upon the sewer usage metered and reported pursuant to Section S12e and determined by the Board of Commissioners of The Metropolitan District during its annual budget approval process for any ensuing year.
- c.) Customers subject to the provisions of this Section 12x, other than customers subject to Subsection S12x(b) above, shall be subject to the special sewer service charge as follows: 1) for the first 24,060 hundred cubic feet of water consumed from a single water meter per month, the special sewer service charge shall be assessed at the rate established by The Metropolitan District against each one hundred cubic feet of water consumed; and 2) for all water consumed in excess of 24,060 hundred cubic feet per month from a single water meter, the special sewer service charge shall be assessed at such rate against each one hundred cubic feet of sewer flow generated by the water used in excess of 24,060 hundred cubic feet per month metered at a location approved by the Metropolitan District. This excess sewer flow shall be calculated via the proportion of sewage discharged to water consumed for the month, with this proportion applied to the volume of water consumed in excess of 24,060 hundred cubic feet per month and billed pursuant to Section S12f. The special sewer service charge assessed pursuant to this subsection shall be billed monthly.
- d.) The proceeds from the special sewer service charge, as aforesaid, shall be used exclusively for capital costs associated with any and all measures necessary to comply with a certain consent decree executed by and between The Metropolitan District and the United States Environmental Protection Agency in a case filed on August 15, 2006 in the United States District court for the District of Connecticut captioned United States of America and State of Connecticut vs. The Metropolitan District of Hartford, Connecticut and a certain consent order executed by and

between The Metropolitan District and the State of Connecticut relating to the reduction of nitrogen discharged from District Wastewater Treatment Facilities as required by State of Connecticut Department of Environmental Protection Nitrogen General Permit issued December 21, 2005, as such decree and order may be amended from time to time, and specifically for payment of capital expenditures in connection with compliance with the decree or order, or payment of debt service on indebtedness of The District incurred for purposes of funding expenditures in connection with compliance with such decree and order. For this purpose “indebtedness” shall mean bonds, notes and other loans and obligations, including, without limitation, State of Connecticut Clean Water Fund loans and “Debt service” shall mean any obligation that would constitute “debt service” if incurred with respect to bonds issued under the special obligation indenture of trust, dated June 1, 2013, between The District and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, as the term “debt service” is used in such indenture, whether or not such obligation is incurred with respect to indebtedness under such indenture.

- e.) The special sewer service charge shall appear separately on the water bills of the District and shall be due and payable at the same time as the water bills are due and payable. Collection and payment of such charge shall be subject to and in accordance with sections S12m, S12n, and S12o of this part.

At a meeting of the Committee on MDC Government held on February 26, 2020, it was:

VOTED: That the Committee on MDC Government recommends to the District Board passage of the following resolution:

RESOLVED: That the revisions to The Metropolitan District’s Water Ordinances and Sewer Ordinances be adopted as follows:

SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

| | |
|-----------------------|---------------------------|
| <u>BILLS RENDERED</u> | <u>RATE</u> |
| <u>MONTHLY</u> | \$3.97 per 100 Cubic Feet |

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 802ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 802ccf of water used per day:

| | |
|-----------------------|-------------|
| <u>BILLS RENDERED</u> | <u>RATE</u> |
|-----------------------|-------------|

MONTHLY

\$3.97 per 100 Cubic Feet

For each ccf of water used per day in excess of 802ccf:

BILLS RENDERED
MONTHLY

RATE
\$3.18 per 100 Cubic Feet

For customers which, by agreement with the District or otherwise, resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED
MONTHLY

RATE
\$3.97 per 100 Cubic Feet

SEC. S12x SPECIAL SEWER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS TO THE SEWERAGE SYSTEM

- a.) For customers of The Metropolitan District who utilize the District sewer system and are furnished water directly by The Metropolitan District there shall be a special sewer service charge at rates established annually through the budget approval process as set forth in Chapter 3 of the Charter of The Metropolitan District. Except as provided in subsection S12x(b), S12x(c) and S12(d) said rates shall be uniformly applied to, and be proportional to the quantity of water used by, the affected customers.
- b.) Notwithstanding the foregoing, The Metropolitan District may, through its annual budget, allow for a reduction in the special sewer service charge otherwise payable by owners of commercial or industrial properties in the event said properties, and the commercial or industrial operations located thereon, are serviced, in whole or in part, by an on-site wastewater collection, treatment, and disposal system that does not discharge into the sanitary sewage system of The Metropolitan District. The amount of said reduction shall be based upon the sewer usage metered and reported pursuant to Section S12e and determined by the Board of Commissioners of The Metropolitan District during its annual budget approval process for any ensuing year.
- c.) Customers subject to the provisions of this Section 12x, other than customers subject to Subsection S12x(b) above, shall be subject to the special sewer service charge as follows: 1) for the first 24,060 hundred cubic feet of water consumed from a single water meter per month, the special sewer service charge shall be assessed at the rate established by The Metropolitan District against each one hundred cubic feet of water consumed; and 2) for all water consumed in excess of 24,060 hundred cubic feet per month from a single water meter, the special sewer service charge shall be assessed at such rate against each one hundred cubic feet of sewer flow generated by the water used in excess of 24,060 hundred cubic feet per month metered at a

location approved by the Metropolitan District. This excess sewer flow shall be calculated via the proportion of sewage discharged to water consumed for the month, with this proportion applied to the volume of water consumed in excess of 24,060 hundred cubic feet per month and billed pursuant to Section S12f. The special sewer service charge assessed pursuant to this subsection shall be billed monthly.

- d.) The proceeds from the special sewer service charge, as aforesaid, shall be used exclusively for capital costs associated with any and all measures necessary to comply with a certain consent decree executed by and between The Metropolitan District and the United States Environmental Protection Agency in a case filed on August 15, 2006 in the United States District court for the District of Connecticut captioned United States of America and State of Connecticut vs. The Metropolitan District of Hartford, Connecticut and a certain consent order executed by and between The Metropolitan District and the State of Connecticut relating to the reduction of nitrogen discharged from District Wastewater Treatment Facilities as required by State of Connecticut Department of Environmental Protection Nitrogen General Permit issued December 21, 2005, as such decree and order may be amended from time to time, and specifically for payment of capital expenditures in connection with compliance with the decree or order, or payment of debt service on indebtedness of The District incurred for purposes of funding expenditures in connection with compliance with such decree and order. For this purpose "indebtedness" shall mean bonds, notes and other loans and obligations, including, without limitation, State of Connecticut Clean Water Fund loans and "Debt service" shall mean any obligation that would constitute "debt service" if incurred with respect to bonds issued under the special obligation indenture of trust, dated June 1, 2013, between The District and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, as the term "debt service" is used in such indenture, whether or not such obligation is incurred with respect to indebtedness under such indenture.
- e.) The special sewer service charge shall appear separately on the water bills of the District and shall be due and payable at the same time as the water bills are due and payable. Collection and payment of such charge shall be subject to and in accordance with sections S12m, S12n, and S12o of this part.

Respectfully submitted,



John S. Mirtle, Esq .
District Clerk