

AGREEMENT FOR THE PROVISION OF HOT AND CHILLED WATER

This Agreement for the provision of hot and chilled water is entered into as of the date set forth in Paragraph 3, below, by and between the STATE OF CONNECTICUT, hereinafter called the "Seller", acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS) under the provisions of Sections 4b-1 and 4b-17 of the Connecticut General Statutes, as revised and/or amended, and [_____], a private entity having an address of [_____], hereinafter called the "Purchaser" and, collectively with the Seller, sometimes referred to herein as the "Parties".

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, hot and chilled water necessary to heat and air condition Purchaser's building located at 18/20 Trinity [and 30 Trinity] Street, Hartford, Connecticut;

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained and the respective undertakings of the Seller and the Purchaser hereinafter set forth, the Parties agree as follows:

1. Requirements; Demand Volume. The Purchaser shall purchase from the Seller and the Seller shall sell to the Purchaser all of the hot water and chilled water required to heat and air condition the Purchaser's building located at 18/20 Trinity and/or 30 Trinity Street, Hartford, Connecticut (the "Premises"). The Purchaser will purchase such hot water and chilled water at the rates set forth in Schedules A and B, attached hereto and made a part hereof. Commencing on _____, 202X and subject to the terms of Schedules A and B, (i) the Purchaser's minimum demand at 18/20 Trinity for chilled water shall be 250 tons per hour; the Purchaser's minimum demand at 30 Trinity for chilled water shall be 175 tons per hour on an hourly basis during the month of February, and (ii) the Purchaser's minimum demand at 18/20 Trinity for hot water shall be 3.0 MMBTU per hour; the Purchaser's minimum demand at 30 Trinity shall be 2.0 MMBTU on an hourly basis during the month of July. Notwithstanding the foregoing, the minimum demand volumes set forth above may be increased or decreased from time to time in accordance with the terms and conditions set forth in Schedules A and B. The Seller represents it has and will have and maintain sufficient capacity to fulfill its obligations to deliver all of the hot water and chilled water required to heat and air condition the Premises; provided the foregoing representation shall in no way affect the Seller's ability to adjust rates in the manner prescribed in Schedules A and B.

2. Demand Charge and Consumption Charge Distinguished. The demand charge as set forth and described in Schedules A and B is the mechanism whereby the Seller recovers a return on the capital investment required to serve the Purchaser as well as to reserve the capacity necessary to meet the Purchaser's peak hourly requirements for hot water and chilled water for the Premises. The minimum demand volumes set forth in Paragraph 1 together with their corresponding charges shall remain the same throughout the term of this Agreement except as may be renegotiated from time to time pursuant to the terms contained in Schedules A and B. The Purchaser shall pay the demand charge regardless of how much hot and chilled water are being used by the Premises.

The consumption charge as set forth and described in Schedules A and B is the mechanism whereby the Seller recovers the fixed and variable costs associated with producing the hot water and chilled water delivered to the Premises. The consumption charge is applied only when the Premises is actually using hot water and chilled water and the charge is determined according to how much hot water and chilled water is used. The Purchaser shall pay the consumption charge rates more particularly described in Schedules A and B.

3. Term. This Agreement shall be effective commencing at 12:01 a.m. on _____, 202X, and shall remain in effect until 12:00 p.m. on _____, unless terminated sooner in accordance with its terms. As set forth in Section 2 above, demand charges will be incurred by the Purchaser commencing on _____ 202X, and consumption charges will be incurred as hot water and chilled water are used by the Purchaser.

4. The Purchaser's Facilities. All piping, valves, regulators and other equipment related to the provision of hot and chilled water that are installed or owned by the Purchaser, along with the inlet strainer furnished by the Seller, shall remain the property of the Purchaser throughout the term of this Agreement. The Purchaser shall properly maintain such equipment and systems at all times.

5. The Seller's Facilities. All valves, piping, meters, submeters, regulators, and other equipment related to the provision of hot and chilled water that are installed or owned by the Seller, with the express exception of the inlet strainer described above, which are the property of the Seller, shall remain the property of the Seller. The Seller shall properly maintain such equipment at all times.

6. Metering; Access to the Premises. The Purchaser shall provide the Seller adequate space at the Premises in which to meter hot water and chilled water usage. The Seller shall be allowed access to the Premises at all reasonable times for the purposes of operating, inspecting, reading, repairing, maintaining, or altering any of the Seller's equipment or meters located within the Premises. Any lease, sublease or conveyance of any part of the Premises in which the Seller's equipment is located shall specifically be made subject to the Seller's right of access.

7. Control of Hot Water and Chilled Water. The Purchaser shall be responsible for the control and possession of hot water, chilled water, and return water from the time the hot water or chilled water passes the outlet side (or the Purchaser's side) of the Seller's inlet service valve until the return water passes the inlet side (or the Purchaser's side) of the Seller's outlet service valve. After hot water and chilled water have passed the first of these two points, and before the return water has passed the second of these two points, the Seller shall have no responsibility for anything which may be done, happen, or arise with respect to such hot water, chilled water, and return water. Nothing herein shall affect the Seller's responsibility for the accurate metering of hot water and chilled water nor shall it affect the Seller's right of access to perform such metering or maintenance of the Seller's equipment located on the Premises.

8. Scheduled Service Interruptions. The Seller reserves the right, at reasonable times and upon five (5) days prior written notice to the Purchaser, to interrupt the supply of hot water or chilled water, or both, for the purpose of performing necessary maintenance, repairs, or connections to its mains, pipes, or related equipment or systems. The Seller shall exercise due diligence and shall act with

reasonable dispatch in restoring service in such instances. To the extent practicable, such interruptions shall be scheduled during the Purchaser's non-business hours.

9. Force Majeure. Neither party shall be liable to the other nor deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, guarantee restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances the Purchaser shall take reasonable measures to mitigate any damage caused thereby.

10. Suspension of Charges. If as a result of any cause, the Purchaser's use of hot water or chilled water, or both, is reduced or discontinued and unless this Agreement is terminated pursuant to Paragraph 11 or assigned pursuant to Paragraph 15, all consumption charges to the Purchaser hereunder will be reduced or suspended accordingly to reflect actual consumption for the period that usage is reduced or discontinued. In such an event, the Purchaser's demand charges, at the level prevailing when such cause occurred, shall continue unless such reduction or discontinuance of service is attributable solely to the Seller.

11. Service; Tenancy of Buildings. Notwithstanding any other provision of this Agreement to the contrary, in the event that hot water or chilled water service, or both, to be provided by the Seller hereunder becomes unavailable and such unavailability adversely affects the tenancy of the Purchaser's building, the Purchaser may advise the Seller of the Purchaser's intention to terminate this Agreement by providing 90 days prior written notice.

12. New Rate Schedules. Subject to the provisions of Paragraph 14, in the event the Seller, during the term of this Agreement, adopts a new schedule of charges or amends the schedule of charges applicable to the hot water and chilled water service furnished to the Purchaser, the Seller shall make such schedule of charges available to the Purchaser.

The Purchaser understands and agrees that the Seller may offer promotional rates to new customers at premises not presently served by the Seller.

13. Regulation. Hot water and chilled water furnished pursuant to this Agreement shall be subject to regulations prescribed by any federal, state, or local regulatory agency and/or commission having jurisdiction over the distribution of hot water or chilled water or both and to which the Seller is subject. The Seller represents that no approval or authority from any government agency, which it does not currently possess, is necessary for it to enter into or to undertake the obligations of this Agreement. The Seller and the Purchaser agree that each will conform with and abide by all applicable rules, regulations, orders, and decisions of governmental bodies, whether adopted prior or subsequent to the date of this Agreement.

14. Amendments. In view of the long-term nature of this Agreement and the possible effects of such volatile and fundamental forces as economic and political changes, technological innovation, and other natural and social developments, the Parties agree that upon an initial written request of either Party, and thereafter upon any subsequent written request of either Party, provided neither Party shall make a subsequent request more frequently than once every five (5) years, the Parties

shall negotiate in good faith and execute such amendments to this Agreement as they may mutually agree are necessary or prudent including, but not limited to, changes in the rates appended hereto as Schedules A and B for hot water and chilled water and reductions in demand levels to reflect any conservation efforts undertaken by the Purchaser. Changes in rates made pursuant to this Paragraph 14 may be supplemental to the regular adjustments to demand level, consumption charge, and demand charge for which express provision is made in Schedules A and B and are not limited by this Paragraph 14. If the Parties, within sixty (60) days following a written request to renegotiate and amend this Agreement, are unable to agree on the terms and conditions of an amendment, this Agreement shall remain unchanged and in full force and effect.

15. Assignment of Agreement. This Agreement shall be binding upon the successors and assigns of the Parties. The Purchaser shall assign it to any person or entity to whom ownership of the Premises is transferred, and the transferee shall assume and agree to pay all charges required by and in accordance with this Agreement and shall assume all other undertakings required of the Purchaser by this Agreement for the balance of its term. Upon such assumption, the Purchaser shall be relieved of its obligations for future charges and undertakings and a subsequent owner of the Premises shall be similarly relieved upon the same assumption by its or his transferee.

16. Notices. All notices required or made under this Agreement shall be in writing and, if to the Seller, addressed to it as follows:

DAS Business Office
450 Columbus Boulevard, Suite _____
Hartford, CT 06103
Attn: _____

And if to the Purchaser, addressed to it as follows:

Name
Address
Hartford, CT 06106
Attn: _____

Or such other address or addresses as from time to time may be specified in such a notice. All notices shall be sent by certified mail, return receipt requested or by recognized overnight courier. Notice may be sent by email, provided they are also sent by one of the foregoing methods.

17. Miscellaneous.

a. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original and all of which constitute but one and the same instrument.

b. If one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

c. References to property or various properties of the Seller shall include, as well as its property, property leased to it.

d. Unless otherwise stated, the remedies provided herein shall be in addition to any remedies provided at law, in equity, by statute, or otherwise.

e. No prior stipulation, agreement or understanding, verbal or otherwise, of the Parties, their agents or legal representatives shall be valid or enforceable unless embodied in the provisions of this Agreement.

f. This Agreement shall take effect only upon its approval by the Office of the Connecticut Attorney General.

18. State Provisions.

a. Forum and Choice of Law The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the 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 Seller, 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 Purchaser 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.

b. Indemnification. The Purchaser shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Purchaser or Purchaser Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the Agreement, to the extent of the Purchaser's or Purchaser Parties' negligence. The Purchaser's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

V. ANTITRUST PROVISION.

The Purchaser hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Purchaser now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*,

including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

VI. CONFIDENTIALITY OF DOCUMENTS

A. The Purchaser agrees on behalf of the Purchaser and the Purchaser's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Purchaser's work and duties under this contract. This limitation on use applies to those items produced by the Purchaser, as well as to those items received by the Purchaser from the Seller, or others in connection with the Purchaser's work and duties under this contract.

B. The Purchaser further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Seller.

C. The Purchaser further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Seller. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

c. Nondiscrimination.

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Purchaser" and references to "contract" shall mean this Agreement.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Agreement or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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.

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

vi. "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;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "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;

ix. "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

x. "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, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

d. Executive Orders. This contract 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 the contract as if they had been fully set forth in it. The contract 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 No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

e. Anti-Harassment Policy. This Agreement is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the Agreement may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

f. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

g. Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

h. Whistleblowing. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Purchaser takes or threatens to take any personnel action against any employee of the Purchaser 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 Purchaser 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 contract. 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, each large state contractor, as defined in the statute, 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 Purchaser.

i. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the Seller of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the Seller 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 the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

j.. Audit and Inspection of Plants, Places of Business, and Records.

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

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

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

(d) All audits and inspections shall be at the Purchaser's expense.

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

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

(g) The Purchaser shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Purchaser Party.

(h) As used in the foregoing section and elsewhere in this Agreement, the following terms shall have the following meanings: (1) "Purchaser Parties" shall mean the Purchaser's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Purchaser is in privity of oral or written contract and the

Purchaser intends for such other person or entity to perform under the Agreement in any capacity; (ii) "Claims" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum; and (iii) "Records shall mean all working papers and such other information and materials as may have been accumulated by the Purchaser in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

k. Disclosure of Records. This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person or entity 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement for the purposes contained herein.

Attested by:

Witness

Print name: _____

Witness

Print name: _____

Attested by:

State of Connecticut

By: _____

Noel G. Petra, Deputy Commissioner

Department of Administrative Services

Date signed: _____

By:

Witness

Print name: _____
name: _____

Print

Authorized

Its _____, Duly

Witness

Print name: _____

Date signed: _____

Approved as to form:

WILLIAM TONG

ATTORNEY GENERAL

By: _____

Joseph Rubin

Assistant Deputy Attorney General

Date signed: _____

DRAFT

Schedule A
Hot Water Service Rate

Demand Charge

\$0.35 per million BTUs (MMBTU)

Adjustment to Demand Volume

The level of hot water demand at which the Purchaser is to be billed shall be the greater of (1) the level specified in Paragraph 1 of this Agreement, and (2) the maximum number of MMBTU delivered in any consecutive sixty (60) minute period in any month since the previous December 31.

Adjustment to Demand Charge

A. Standard Plant and Property Expenditures

The demand charge for hot water billed in any month to the Purchaser may be adjusted as of the first day of January in each of the years of the Agreement term to reflect changes in the Seller's customer load and additions to and retirements from the Seller's plant and other increases and decreases in the Seller's fixed costs, to the extent such adjustments are reasonable and prudent and will provide the Purchaser with continuation of service or improvement in service. Adjustments to the demand charge shall reflect additions to the Seller's plant since the previous such readjustment as set forth herein, in Paragraph 14 of this Agreement, or the date of execution of this Agreement whichever is applicable. Said adjustments shall be established at levels that permit the Seller to earn its required rate of return on plant and property expenditures and recover all of its associated carrying costs.

The Seller agrees to provide the Purchaser with all documentation required to substantiate adjustments to the demand charge as set forth above, including its rate of return. If the Purchaser, within thirty (30) days of being notified by the Seller of an adjustment to the demand charge refuses to agree to the adjustment, the agreement shall remain unchanged.

B. Efficiency Improvements

In addition, at the time of commencement of utilization of equipment installed to effect improvement in efficiency, the Seller may add a surcharge to the Purchaser's demand charge with respect to particular expenditures described below, provided all the following conditions are met:

1. Said expenditure is reasonably expected to produce savings in the Purchaser's expenses and other costs, including the amount of energy consumed, sufficient to amortize the cost of the efficiency improvement in five (5) years or less through the demand charge surcharge; and

2. The Seller provides the Purchaser, prior to making such expenditure, a written evaluation by an independent qualified third party, which evaluation supports the Seller's conclusions that said expenditure satisfies the terms of the preceding paragraph. Notwithstanding the foregoing, no evaluation from a third party shall be required for cases in which the investment is a) less than \$1 million; or b) made pursuant to or consistent with methods of effecting savings already in use at the Seller's plant or at like facilities. Whenever a third party evaluation is not required under this paragraph, the Seller shall provide the Purchaser, prior to making such expenditure, the Seller's written evaluation that supports the Seller's conclusions that said evaluation satisfies the terms of the preceding paragraph; and

3. Said expenditure does not exceed \$5 million; and

4. Said expenditure does not result in a fundamental alteration in the manner in which hot water is produced or distributed.

Expenditures that so qualify under the preceding Paragraphs 1 to 4, shall be the basis for a surcharge to the Purchaser's demand rate, but only in the proportion that the Purchaser's then current demand volume bears to the total demand volumes of the Seller's other customers. This surcharge shall be established at a level to permit the Seller to recover the qualifying expenditure(s), including all associated carrying costs and professional fees from all of its customers over a period corresponding to the simple payback period of the investment or five (5) years, whichever is less. Such surcharges shall remain in effect as surcharges only until such time as the basic demand charge is adjusted under this Schedule, at which time the expenditure that resulted in the surcharge shall be considered as additions to the Seller's plant. At the time, the efficiency of each improvement shall be audited by an independent auditor mutually acceptable to the parties. If such audit concludes that the expenditure by the Seller has met or will meet the payback criterion of Paragraph 1 above, the Seller's investment (less accumulated depreciation) in its entirety will be added to the Seller's plant. If such audit concludes that any of the Seller's investments have not or will not produce the level of savings required by said Paragraph 1, such investment will also be added to the Seller's plant, but only to the extent to which the investment has produced or is projected to produce actual savings in the period prescribed in said Paragraph 1.

Consumption Charge

Varies, mostly due to natural gas prices based on demand

The consumption charge under this schedule is effective _____, 2020, for all hot water service provided through _____, 2020.

Adjustments to Consumption Charges

On or before January 1 of each year, the Seller will notify the Purchaser of the adjustment applicable to each unit of consumption for the twelve (12) billing periods beginning with the next March 1.

Schedule B
Chilled Water Service Rate

Demand Charge

\$6.97 per ton

(One ton is defined as 12,000 BTUs per hour and one hour is defined as any period of sixty (60) consecutive minutes.)

Adjustment to Demand Volume

The level of chilled water demand at which the Purchaser is to be billed shall be the greater of (1) the level specified in Paragraph 1 of this Agreement, or (2) the maximum number of tons of demand of chilled water delivered in any consecutive sixty (60) minute period in any month since the previous June 30.

Adjustment to Demand Charge

A. Standard Plant and Property Expenditures

The demand charge for chilled water billed in any month to the Purchaser may be adjusted as of the first day of January in each of the years of the Agreement term to reflect changes in the Seller's customer load and additions to and retirements from the Seller's plant and other increased and decreases in the Seller's fixed costs, to the extent such adjustments are reasonable and prudent and will provide the Purchaser with continuation of service or improvement in service. Adjustments to the demand charge shall reflect additions to the Seller's plant since the previous such readjustment as set forth herein, in Paragraph 14 of this Agreement, or the date of execution of this Agreement whichever is applicable. Said adjustments shall be established at levels that permit the Seller to earn its required rate of return on plant and property expenditures and recover all of its associated carrying costs. The Seller agrees to provide the Purchaser with all documentation required to substantiate adjustments to the demand charge as set forth above, including its rate of return. If the Purchaser, within thirty (30) days of being notified by the Seller of an adjustment to the demand charge refuses to agree to the adjustment, the agreement shall remain unchanged.

B. Efficiency Improvements

In addition, at the time of commencement of utilization of equipment installed to effect improvements in efficiency, the Seller may add a surcharge to the Purchaser's demand charge with respect to particular expenditures described below, provided all of the following conditions are met:

1. Said expenditure is reasonably expected to produce savings in the Purchaser's expenses and other costs, including the amount of energy consumed, sufficient to amortize the cost of the efficiency improvement in five (5) years or less through the demand charge surcharge; and
2. The Seller provides the Purchaser, prior to making such expenditure, a written evaluation by an independent qualified third party, which evaluation supports the Seller's conclusions that said expenditure satisfies the terms of the preceding paragraph. Notwithstanding the foregoing, no evaluation from a third party shall be required for cases in which the investment is a) less than \$1 million; or b) made pursuant to or consistent with methods of effecting savings already in use at the Seller's plant or at like facilities. Whenever a third party evaluation is not required under this paragraph, the Seller shall provide the Purchaser, prior to making such expenditure, the Seller's written evaluation that supports the Seller's conclusions that said evaluation satisfies the terms of the preceding paragraph; and
3. Said expenditure does not exceed \$5 million; and
4. Said expenditure does not result in a fundamental alteration in the manner in which hot water is produced or distributed.

Expenditures that so qualify under the preceding Paragraphs 1 to 4, shall be the basis for a surcharge to the Purchaser's demand rate, but only in the proportion that the Purchaser's then current demand volume bears to the total demand volumes of the Seller's other customers. This surcharge shall be established at a level to permit the Seller to recover the qualifying expenditure(s), including all associated carrying costs and professional fees from all of its customers over a period corresponding to the simple payback period of the investment or five (5) years, whichever is less. Such surcharges shall remain in effect as surcharges only until such time as the basic demand rate is adjusted under this Schedule, at which time the expenditure that resulted in the surcharge shall be considered as additions to the Seller's plant. At the time, the efficiency of each improvement shall be audited by an independent auditor mutually acceptable to the parties. If such audit concludes that the expenditure by the Seller has met or will meet the payback criterion of Paragraph 1 above, the Seller's investment (less accumulated depreciation) in its entirety will be added to the Seller's plant. If such audit concludes that any of the Seller's investments have not or will not produce the level of savings required by said Paragraph 1, such investment will also be added to the Seller's plant, but only to the extent to which the investment has produced or is projected to produce actual savings in the period prescribed in said Paragraph 1.

Consumption Charge

The charges are not fixed, due to the variable cost of electricity. Historically, an annual price range could be determined.

Adjustments to Consumption Charges

On or before January 1 of each year, the Seller will notify the Purchaser of the adjustment applicable to each unit of consumption for the twelve (12) billing periods beginning with the next March 1.

DRAFT