



**REGULAR MEETING OF THE
GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY
BOARD OF DIRECTORS
WEDNESDAY, DECEMBER 11, 2024 6:00 P.M.
260 EAST STREET
NEW HAVEN, CONNECTICUT**

AGENDA

1. Approval of minutes of November 13, 2024 – Regular Meeting.
2. Public participation relating to agenda items.
3. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with Arcadis U.S., Inc. and O’Neil Accounting & Consulting, LLC for services relating to the preparation of a Cost of Service Study, for an aggregate amount not to exceed \$36,000.00.
4. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with The United Illuminating Company related to the installation of energy efficient measures, for an amount not to exceed \$350,552, less applicable incentives.
5. **Executive Session pursuant to Section 1-200(6)(A) and Section 1-225(f) of the General Statutes of Connecticut for the purpose of discussing the appointment, employment, performance, and/or evaluation of the Executive Director, Sidney J. Holbrook.**
6. Consideration and approval of a resolution authorizing the Chairman of the Board of Directors to negotiate, execute and deliver a letter agreement extending the employment term for an additional two-year period beyond the current Termination Date (as defined in the Employment Agreement with Sidney J. Holbrook) and increasing the salary provided for under the Employment Agreement with Sidney J. Holbrook, the Executive Director of the Authority.
7. Executive summary and department updates and presentations.

8. Consideration and approval, as necessary, of any other new business of the Authority.
9. Call to the public.
10. Adjournment.




MEMORANDUM

DATE: December 5, 2024
TO: Sidney J. Holbrook, Executive Director
FROM: Gary Zrelak, Director of Operations
RE: **Installation of Energy Efficient Measures.**

Sid:

I request that the above-mentioned recommendation be added to the December 11, 2024 Board Meeting Agenda for resolution.

The Operations Department requests authorization for the Executive Director to negotiate, execute and deliver an agreement with United Illuminating to install energy efficient measures for a cost of \$350,552.00.



Gary Zrelak
Director of Operations

e-copy: Gabe Varca, Director of Finance & Administration
Lou Criscuolo, Deputy Director of Finance & Administration
Thomas Sgroi, Director of Engineering
Joseph Megale, Deputy Director of Operations

ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

Greater New Haven Water Pollution Control Authority ("Customer"), pertaining to the building to be retrofitted at

E SHORE PKWY 345; NEW HAVEN, CT (the "Facility"), **MEO Project # VUq3**, by

_____ (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Municipality (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of EEMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the EEMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation.

1. CUSTOMER ELIGIBILITY

Any municipality that is a retail end use UI customer is eligible to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Efficiency Measures (EEMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. EEMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. EEMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific EEM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each EEM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed EEM. Any failure to approve any and all EEMs shall not under any circumstances constitute approval by UI of such EEMs.
- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the EEM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.

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- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed EEMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed EEM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the EEMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the EEMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the EEM, and the cost of the EEM.
- d. UI reserves the right to approve only those site-specific EEMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed EEM in its sole discretion.

5. CANCELLATION

- a. Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- b. UI may cancel this Agreement immediately without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 60 Business days of UI's approval date;
 - iii. the Customer has not submitted to UI a written explanation, acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun with 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
 - iv. the Customer fails to complete the installation of the EEMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the EEMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the EEMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the EEMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.
- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed EEMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed EEMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.

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- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed EEM savings are likely to result via the EEMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime and without any prior notices to Customer.
- c. In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason, this Agreement will continue in effect pursuant of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the EEMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the Installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the EEMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric and natural gas (firm rate only) energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) Measure per end use. Projects consisting of multiple Measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.
- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s)).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC EEMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric EEM.

11. EEM INSTALLATION COST

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- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the EEMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the EEM. Incentives are applicable to and available with respect to incentives for EEM installation costs only those EEMs that are actually installed and Customer is eligible for incentives for EEM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of EEM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.

13. PERFORMANCE CONTRACTING

If the EEMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the EEMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar EEMs in other Customers' facilities.

14. FINANCING OPTION

- a. Third party financing for the EEMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
 - (i) The project has a Net Simple Payback Period that does not exceed fifteen (15) years. Net Simple Payback Period is defined in Paragraph 14, section (c) below.
 - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
 - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEF) programs administered by UI, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only equipment retrofits or equipment replacement (i.e., it does not involve new construction or major renovation).
 - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review.
- b. Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide, financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TPFP and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TPFP in connection with any and all financing transactions as between the TPFP and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TPFP, including but not limited to any and all action or inaction of the TPFP related to the same.

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- c. In the event that Customer receives financing from the TFPF as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TFPF financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TFPF in order to lower the interest rate paid by Customer to the TFPF over time. An interest rate buy down is only available to Customer in connection with TFPF loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TFPF pursuant to the TFPF's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TFPF financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TFPF loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated dollar value of annual energy savings (electric and/or natural gas measures) expected to be experienced by Customer as a result of the project (as calculated by UI).
- d. Customer may seek additional financing from the TFPF, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determined by the TFPF.
- e. Customer may seek financing of its project from any third party financing entity provided, however, any interest buy down that the CEEF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TFPF financing pursuant to the terms and conditions provided for herein.

15. EEM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable EEMs, Customer agrees to repair or replace the EEMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.
- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific EEM installed.
- c. Neither Customer nor its' agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of EEMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these EEMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

UI shall not be liable to Customer for any damages in contract or tort or otherwise including negligence caused by any activities in connection with this Agreement or in connection with the retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the EEMs but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customer's activities within the scope of this Agreement, including, without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

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18. NO WARRANTIES

- a. Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and retrofitting of the Facility or installation of any or all of the individual EEMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the EEMs or that the installation of any EEMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

20. LIMITED SCOPE of REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the EEMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed EEMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the EEMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the EEMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the EEMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor or designated Third Party Financing Provider as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements.
- b. In addition to the requirements set forth in Paragraph 23 (a) above, Customer must request the change in the incentive / installation cost recipient by signing the designated area on Schedule A.
- c. In addition to the requirements set forth in Paragraph 23 (a) and (b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- d. In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

24. PUBLICITY OF CUSTOMER PARTICIPATION

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the EEMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

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26. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the EEMs for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self-generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

27. FORWARD CAPACITY MARKET AND CLASS III CREDITS:

ISO-NE CAPACITY PAYMENTS

By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of The Connecticut Light and Power Company, doing business as Eversource Energy (Eversource), or The United Illuminating Company (UI), as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process.

28. CLASS III CONSERVATION CREDITS

Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Companies pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof.

29. MISCELLANEOUS

- a. The term of this Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by with or into a third party) by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the incentives paid by UI to the Customer under this Agreement.
- f. If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- g. Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the dated delivered.
- j. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.
- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut.

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

CUSTOMER:

By: _____
(print)
Name: _____
(sign)

Title: _____ Date: _____

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 09/13/2024

By: Marriott Dowden
Title: Manager, C&I, Conservation & Load Management Date: 9/16/24

ENERGY OPPORTUNITIES

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Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

_____ hereby certifies that it is the Installing Vendor (as such term is defined) in that certain Energy Opportunities Standard Agreement entered into by and between Greater New Haven Water Pollution Control Authority ("Customer") and UI on 09/13/2024 ("Agreement").

_____ hereby acknowledges and agrees that:

- (i) Customer has contracted with _____ to perform the energy efficient retrofits that are the subject of the Standard Agreement ("Retrofits"),
- (ii) _____ is solely responsible for the installation of such Retrofits at the Facility (as defined in the Agreement)
- (iii) The sole responsibility of The United Illuminating Company in connection with the Agreement is as an administrator of the Connecticut Energy Efficiency Fund, which fund is the source of the incentive payment to be provided by UI to Installing Vendor as directed by Customer in connection with the Agreement.
- (iv) _____ hereby agrees to defend, indemnify, and hold UI and its affiliates, employees, agents, officers, directors, and shareholders harmless from and against any and all claims, losses, causes of action, and damages ("Claims"), including but not limited to Claims related to personal injury or property damage, arising out of or related to Greater New Haven Water Pollution Control Authority's installation of the Retrofits at the Facility.

_____ :

By: _____
 (print)

Name: _____ Title: _____ Date: _____
 (sign)

ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company ("UI") and the **Greater New Haven Water Pollution Control Authority** ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# **VUq3**. Customer hereby acknowledges and agrees that:

1. The EEMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the total amount of the Project Incentive (as defined in Schedule A and Exhibit 1 of the MEO Agreement) to the Installing Vendor; or
3. UI is authorized to release the total amount of the Project Incentive (as defined in Schedule A and Exhibit 1 of the EOP Agreement) to _____, the designated Third Party Financing Provider.

Greater New Haven Water Pollution Control Authority

By: _____

Its: _____
Authorized Representative

Commercial & Industrial Financing

ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

Release Form

In applying for financing through the Commercial & Industrial Financing program which is offered by the Connecticut Energy Efficiency Fund and administered by The United Illuminating Company, I agree that _____, the designated Third Party Financing Provider can share information and records related to this loan program with The United Illuminating Company. The information to be shared will be limited to loan application status, loan amount, installing contractor, equipment financed, and any non-confidential communications.

CUSTOMER:

Company Name: _____

Company Representative: _____

Signature: _____

Date: _____



EO Incentive Application Worksheet - Schedule A

Facility Name: <u>Greater New Haven Water Pollution Control</u>	Phone: <u>(203)466-5285/</u>
Service Address: <u>E Shore Pkwy 345</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06512</u>	Square Footage: <u>242,446</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>87-0752330</u>	EO Project No: <u>VUq3</u>

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: 260 EAST ST - EXT LED				
LED	1	\$7,434	-1,668	\$300
Location: 260 EAST ST - INT LED				
LED	1	\$28,717	-7,188	\$1,294
Location: 345 E SHORE - EXT LED				
LED	1	\$17,714	-13,882	\$2,499
Location: 345 E SHORE - INT LED				
LED	1	\$244,538	-373,970	\$67,315
Location: BOULEVARD - EXT LED				
LED	1	\$3,980	-6,978	\$1,256
Location: BOULEVARD - INT LED				
LED	1	\$25,197	-21,193	\$3,815
Location: MORRIS - INT LED				
LED	1	\$18,905	-4,180	\$752
Location: STATE UNION - INT LED				
LED	1	\$1,702	-434	\$78
Location: WAREHOUSE (293 STATE)- EXT LED				
LED	1	\$542	-602	\$108
Location: WAREHOUSE (293 STATE)- INT LED				
LED	1	\$1,823	-3,741	\$673
Custom Measure total:		\$350,552	-433,836	\$78,090

EO Incentive Application Worksheet - Schedule A

Facility Name: <u>Greater New Haven Water Pollution Control</u>	Phone: <u>(203)466-5285/</u>
Service Address: <u>E Shore Pkwy 345</u>	Facility Use: _____
City: <u>New Haven</u> Zip: <u>06512</u>	Square Footage: <u>242,446</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>87-0752330</u>	EO Project No: <u>VUq3</u>

Mandatory Cap Adjustment	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
Location: PROJECT/TAXID LEVEL				
Mandatory Cap Adj.	1	\$0	0	\$0
Mandatory Cap Adjustment		\$0	0	\$0

EO Incentive Application Worksheet - Schedule A

Facility Name: Greater New Haven Water Pollution

Phone: (203)466-5285/

Service Address: E Shore Pkwy 345

EO Rep: Doucette, Michael

City: New Haven Zip: 06512

EO Project No: VUq3

TOTAL COST:

\$350,552

TOTAL SAVINGS:

\$78,090

TOTAL INCENTIVES:

\$61,285

Please issue the incentive as a credit to my account or a separate check .

I understand and acknowledge that the offer to pay incentives is subject to the terms and conditions in the Energy Opportunities Standard Agreement.

Customer or Customer's agent name (print): _____

Customer or Customer's agent Signature: _____

Title _____

Date _____

I authorize UI to issue the incentive check, for the above amount, to

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

Summary Page of EO Schedule A of project VUq3 as of 09/13/2024 03:50:15



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpc.com

December 11, 2024

Sidney J. Holbrook
455 Essex Road
Westbrook, Connecticut 06498

Re: Employment Agreement

Dear Sidney:

The Board of Directors of the Greater New Haven Water Pollution Control Authority (the "Authority") has determined on this date, pursuant to Section 2(b) of the Employment Agreement, dated as of December 8, 2009, between you and the Authority as amended from time to time (as amended, the "Employment Agreement"), that your employment with the Authority will be extended for an additional two-year period beyond the current Termination Date (as defined in the Employment Agreement), which, pursuant to our letter agreement dated on or about January 11, 2024, will expire on December 7, 2025. The parties hereto acknowledge and waive the notice requirements, pursuant to Section 2(c) of the Employment Agreement, and agree that the revised Termination Date shall now be December 7, 2027. The Board of Directors has determined that no other conditions apply to this extension.

Furthermore, pursuant to Section 4(a) of the Employment Agreement, the Board of Directors has determined that your annual adjustment in salary shall be increased by ___% per annum effective as of January 1, 2025.

All terms of the Employment Agreement shall remain in full force and effect and shall not be deemed amended by this letter. Please acknowledge your receipt of this letter by signing where indicated below.

Yours Very Truly,

GREATER NEW HAVEN WATER
POLLUTION CONTROL AUTHORITY

By: _____

Name:

Its: Chairman, Board of Directors

Acknowledged:

Sidney J. Holbrook