



# Town of Simsbury

933 Hopmeadow Street    Simsbury, Connecticut 06070

## Board of Finance Agenda Submission

*Watch Board of Finance meetings LIVE and rebroadcast on Comcast Channels 96, 1090, Frontier Channel 6071 and LIVE streamed or on-demand at [www.simsburytv.org](http://www.simsburytv.org)*

March 4, 2021

Ericka Butler  
Town Clerk  
Simsbury, CT 06070

Dear Ms. Butler:

A **Regular Meeting** of the Board of Finance will be held at **5:45 PM** on **Tuesday, March 9, 2021**, and broadcast live and rebroadcast as noted above.

The Agenda is as follows:

1. Call to Order
2. Pledge of Allegiance
3. Presentation: Board of Education 2021/2022 Budget
4. Presentation: Milliman
5. Approval of Minutes:
  - February 16, 2021
6. Lighting Upgrade Loan Agreement
7. Adjourn

Yours Truly,  
Robert Pomeroy  
Chairman

***Board of Finance Regular Meeting Schedule:***

*3/16/21, 4/6/21, 4/7/21, 4/20/21, 4/21/21, 5/18/21, 6/15/21, 7/20/21, 8/17/21, 9/21/21, 10/19/21, 11/16/21, 12/21/21, 1/18/22*

**Board of Finance  
TOWN OF SIMSBURY, CONNECTICUT  
REGULAR MEETING MINUTES  
Tuesday, February 16, 2021 at 5:45 P.M.  
Zoom Meeting/Simsbury Community Television Live Stream**

**PRESENT:** Lisa Heavner, Arthur House, Derek Peterson, Robert Pomeroy, Kevin Prell, and Linda Schofield.

**ALSO PRESENT:**

Melissa Appleby, Deputy Town Manager; Sean Askham, Deputy First Selectman; Jackie Battos, Selectman; Maria Capriola, Town Manager; Tom Fitzgerald, Management Specialist; Wendy Mackstutis, Selectman; Amy Meriwether, Director of Finance; Mike Paine, Selectman; Jessica Aniskoff, Blum Shapiro; Cheryl Cook, Simsbury SPIRIT Council; Kristen Formanek, Director of Social Services; Tanesha Grant, Simsbury SPIRIT Council; Nicole Kodak, Simsbury SPIRIT Council, Nikoleta McTigue, Blum Shapiro.

**1. Call to Order - Establish Quorum**

Mr. Pomeroy called the meeting to order at 5:48 P.M.

**2. Pledge of Allegiance**

All present stood for the Pledge of Allegiance.

Mr. Pomeroy opened the meeting by outlining the 1<sup>st</sup> order of business is a presentation on the 2020 audit and welcomed our auditors.

**3. Presentation: 2020 Audit Presentation**

Ms. McTigue gave a detailed presentation on the findings of the FY19/20 audit. She reported good news on the Financial Statements and reported an unmodified opinion on the basic financial statements. The report on internal controls over financial reporting was clean and there were no findings. The Federal and State single audit reports were very similar and showed and unmodified opinion on major programs that were tested, and no compliance findings to report in internal control over compliance.

The Government Wide financial statements were presented first. The total net position increased by approximately \$6.6M. The ending net investment in capital assets totaled \$104M and unrestricted net assets totaled \$12M.

The Governmental Funds financial statements were presented next. The town showed an end of year balance of \$31.8M which was a decrease of \$3.3M from the prior year. The majority of that decrease was in the Capital Project fund, which was a decrease of \$5.9M. Included in the total \$31.8M is the General Fund fund balance of \$18.9M, and the town reported and increase on this balance of \$1.8M for the current year.

Ms. Aniskoff continued the presentation and went into detail on the State and Federal Single audits. The summary on major programs tested was an unmodified opinion. No compliance findings were reported in internal control over compliance.

There were no new standards adopted this year and she outlined the significant estimates used

Ms. Aniskoff said the bulk of the audit was completed remotely this year and praised the work of the Finance Department for proving most of material electronically. She reviewed some recommendations which were the same as prior years with nothing new added. Ms. Meriwether confirmed the new accounting system will go live on April 1<sup>st</sup> which will address the majority of the management comments. The fraud risk assessment is something the auditors recommend to a lot of towns and with an expected implementation time of FY22.

Ms. McTigue went over the Governmental Accounting Standards Board (GASB) standards for the next 3 years but did not go into too much detail as they may not necessarily be applicable to the town. The last slide went over the merger of the auditing firms Blum Shapiro with CLA (CliftonLarsonAllen) and provide contact information.

Ms. Heavner thanked Ms. Meriwether and staff for the outstanding work and getting such a great report and thanked the auditors for generating the report. She raised a question on what was included in the audit and asked what, if anything was excluded. McTigue clarified that nothing is excluded except when it comes to the Single Audits. The State tells them what is, and is not, subject to be audited. Anything excluded in the single audits is included in the overall financial statement audit. Ms. Heavner asked for clarification on what's included in a referendum and stated that they don't always include some of the grant money. She also asked if it should be done a different way. A discussion ensued with Ms. McTigue and concluded with it not being an accounting question. Ms. Heavner asked that at some point in the future it should be discussed to review the process with Ms. Meriwether. Ms. Heavner had additional questions on the report. Pomeroy concluded that any specific questions on the audit should be channeled to Ms. Meriwether to get the answers.

#### **4. Approval of Minutes – January 19, 2021**

Ms. Heavner requested to include a % after the number 60 on page 2.

**MOTION:** Ms. Schofield made a motion to approve the minutes of the January 19, 2021 with one minor clarification. The motion was seconded by Mr. Prell. All were in favor and the motion passed unanimously.

#### **5. Finance Director's Report**

*FY21 Bond Issuance:* There is a settlement coming up in a couple of days for the most recent bond issuance, and as part of that process the AAA bond rating was reaffirmed. A copy of that report was included in the communication section. Mr. Pomeroy thanked town management and Ms. Meriwether for their hard work and excellent repour with the rating agency.

*Parks and Recreation:* Fees have increased following a discussion item at the last BOS Meeting. The camps and aquatics program is expected to generate an additional \$55K in revenue and the golf is expected to generate \$25K, totaling around \$80K per year. Ms. Scofield expressed her gratitude that Simsbury Farms proceeded with raising the fees and thanked everyone who was involved in that.

*Town Facilities Master Plan:* Tecton Architects made a presentation at the last BOS meeting. Based on their initial results there is a good base amount to use is the FY22 Capital Plan which will be provided during the budget season. The energy portion of the plan is still in process.

#### **6. Quarterly Budget Status Report**

The General Fund is currently at \$67.3M in revenue or 64% of budget.

The Building department is having a great year and has exceeded budgetary estimates by \$321K in relation to the permit fees they have collected.

The Finance department is below what they were in the same period in the previous year by \$408,329. This is due to a significant decrease in the Town's interest income as a result of COVID-19. The Town will not meet the budgeted investment income of \$400K. Ms. Schofield asked for clarification on the low interest rates, and Ms. Meriwether explained the interest they were making on their investment income from their bank accounts and their investments were at a certain point and then when the pandemic hit all of the interest rates dropped which resulted the investment income dropping. Mr. Pomeroy added that the invested income is not all interest and it includes gains from equities also. Mr. Meriwether confirmed it's mostly all short-term investments.

The Town Clerks recording fees are already over budget by at \$8.8K and conveyance fees are at 80% of budget.

Expenditures are around \$51.8M or 50% of budget. Ms. Meriwether reviewed the potential for expenditures savings due to staff vacancies and reductions in conferences and education expenditures due to COVID.

Excess revenues and expenditure savings are expected to yield an overall budgetary surplus around \$600K.

Simsbury Farms Fund revenues have exceeded expenditures by approx. \$115K, specifically related to the golf activities. The golf course fees are up substantially since the same period last year showing around \$180K increase.

The Health Insurance Fund revenues exceed expenditures by around \$730K. Reserves are showing \$5.1M or 35% of expected claims. The goal is around 20%-25% of expected claims. The budget for claims is \$14.7M and they are currently at \$6.3M so it is trending towards a savings. If this is the case their total reserves will likely be around 40%. They are meeting with their Benefits Consultants who will give them revised projections for FY22 budget and the additional reserves will be discussed. Ms. Schofield asked if they are allowed to take money out of the reserve and put it into other funds, or does it have to stay there and only become a premium holiday. Ms. Meriwether confirmed it does not have to stay there, and can be used for other things, but since there is employee money included, there could be repercussions. Ms. Schofield questioned about the large amount of town money (\$850K) that was put in last year and asked was there a way to take that out and put back in the general fund. Mr. Pomeroy said they need to get more information on this, and fact check what role the board plays as it related to a transfer in or out. Mr. Peterson added that they should expect some volatility due to the pandemic. Ms. Meriwether added that any recommendations that they have for the money will go through the budget process and will be approved through the BOS and then the BOF.

## **7. Board of Education Use of the Non-Lapsing Fund for COVID-19 Related Expenses**

Ms. Meriwether provided a summary of submission for the request to approve the use of the Non-Lapsing Fund for COVID-19 related expenditures in the amount up to \$651,308. If approved, the Board of Education Non-Lapsing Fund balance of \$651,308 would be eliminated or reduced dependent upon fiscal year-end results. Discussion ensued.

Ms. Heavner clarified that \$850K has been spent within current appropriations, but because there was a bigger spend on COVID related items it's not going to be enough to get them through the end of year.

Mr. Peterson asked to clarify that the BOE received \$375.5K in grant funding to offset these costs and asked if this money went into the Non-Lapsing acct. Ms. Meriwether confirmed it went into their Grants fund and this goes to offset the \$850K.

**MOTION:** Ms. Heavner made a motion to approve the use of the Non-Lapsing Fund for COVID-19 related expenditures in the amount up to \$651,308. Mr. House seconded the motion. All were in favor and the motion passed unanimously.

#### **8. Supplemental Appropriation Request for Farmington Valley Health District**

Ms. Appleby provided an overview of the request to approve a supplemental appropriation in the amount of \$29,818 in relation to COVID expenses to the FVHD. Ms. Heavner mentioned that these expenses are eligible for reimbursements through FEMA but none of the health districts are applying for them because they are overwhelmed and don't have the administrative support. She said Ms. Meriwether was going to look into whether their donation to FVHD could be a FEMA application, or whether they could support them administratively. Ms. Appleby agreed and said FEMA is not a realistic option because they don't have money to front the cost without knowing whether or not they are going to be reimbursed. Ms. Schofield asked if there could give the money contingent on them filing with FEMA. Ms. Meriwether said they are waiting for confirmation from FEMA on whether the Town can apply for reimbursement for the excess contribution to the health district. She mentioned that assuming they are eligible to apply that they will do that.

**MOTION:** Mr. Prell made a motion to approve a supplemental appropriation in the amount of \$29,818, an additional funding request from the Farmington Valley Health District, for their continued efforts in relation to their response to COVID-19. Ms. Heaver seconded the motion. All were in favor and the motion passed unanimously.

#### **9. Supplemental Appropriation Request for Simsbury SPIRIT Council**

Ms. Formanek made a supplementary budgetary request in the amount of \$5,000 for the Simsbury SPIRIT Council to support marketing and data collection and analysis efforts. They requested a supplemental appropriation of \$5,000, with \$2,000 for marketing work and \$3,000 for data collection. This funding would allow them to start their work prior to the end of this fiscal year. Ms. Schofield asked if the money could be reallocated from the surplus in other funds or if they needed to appropriate additional funds. Ms. Meriwether confirmed there would be no increase and it would come from the year end savings.

**MOTION:** Mr. House made a motion to approve a supplemental appropriation in the amount of \$5,000 for the Simsbury SPIRIT Council to support marketing and data collection and analysis efforts. Ms. Scofield seconded the motion. All were in favor and the motion passed unanimously.

#### **10. Retirement Plan Sub-Committee Meeting Report**

Mr. Prell gave an update on this and confirmed the sub-committee met in the 1<sup>st</sup> week of February. He provided an update on the ICMA transition for the Defined Contribution Plan and everything is on schedule with no issues. He gave an update on 2020 performance, and the portfolios were in line with moderate growth expectations in 2021. The current actuarial return

assumption is still 6.75% and the forecast for the return of the portfolio is around 6.4%. Ms. Heavner asked if our pension interest rate assumption should be at 6% and Ms. Meriwether said they confirmed with Milliman that 6.5% is still appropriate right now. Mr. Prell confirmed the last time the Investment Policy Statement was reviewed in 2014, and a copy is included for the BOF for review. Ms. Meriwether said it will be reviewed at the next Retirement Plan Sub-Committee meeting and to reach out to Mr. Prell if anyone has any updates.

### **11. Annual Town Report**

Mr. Pomeroy confirmed the report looks great and the notable improvements are based off last year's comments. Mr. House noticed some minor grammatical errors and asked if someone would be editing it. Mr. Pomeroy confirmed they would.

### **11. Executive Session**

**MOTION:** Ms. Schofield made a motion to amend the agenda to go into an executive session at 7:12 P.M and invite the members of the BOS who are also in attendance. Mr. Prell seconded the motion. All were in favor and the motion passed unanimously.

Staff present in executive session were Maria, Melissa, Amy and Rick Bazanno  
BOS present in executive session were Mike Paine, Wendy, Sean, and Jackie

### **12. Adjourn**

The parties left executive session at 8:01pm.

**MOTION:** Ms. Schofield made a motion to adjourn at 8:02 P.M. Mr. House seconded the motion. All were in favor and the motion passed unanimously.

Respectfully submitted,

Marion Lynott  
Commission Clerk



# Town of Simsbury

933 Hopmeadow Street Simsbury, Connecticut 06070

## Board of Finance Agenda Item Submission Form

1. **Title of Submission:** Lighting Upgrade Loan Agreement
2. **Date of Board Meeting:** March 9, 2021
3. **Individual or Entity Making the Submission:**  
Board of Selectmen; Maria Capriola, Town Manager; Tom Roy, Public Works Director; Amy Meriwether, Finance Director
4. **Action Requested of the Board of Finance:**  
If the Board of Finance supports signing the loan documents to complete the energy upgrade project, the following motion is in order:  
  
*Move, effective March 3, 2021, to authorize Town Manager, Maria Capriola, to execute agreements with Eversource for each of the three lighting upgrade projects as presented.*
5. **Summary of Submission:**  
The Department of Public Works recently embarked on an energy efficiency lighting upgrade at Town Hall, the Library, and Simsbury Farms. The vendor was Environmental Systems Corporation (ESC). The cost for the upgrades will be paid for by the savings created by these upgrades. The return on investment is estimated between 2.5-3.1 years depending on the building. Further, the Connecticut Energy Efficiency Fund program allows for on-bill financing of the work with a 0% interest loan over a four-year period; this means that there is no up-front cost for the town, and the cost of the upgrade is paid through our savings on the monthly electric bills from Eversource.  
  
Attached are the agreements with Eversource required to finalize and close out the project. Our Town Attorney and Bond Counsel have advised that since the payback period is expected to last more than a year, the Board of Finance review and approve the agreements prior to execution.  
  
The attached memo provides additional information on the program and the savings. Staff is investigating additional potential lighting upgrade projects for other facilities and parks such as the Band Shell at the Performing Arts Center.  
  
These agreements were reviewed and approved by the Board of Selectmen at their regular meeting on February 22, 2021.
6. **Financial Impact:**  
The total value of the work performed is \$255,197 and the Town received \$126,120 in incentive rebates through the Connect Energy Efficiency Fund. The remaining value will be financed over a 4-year period at 0% interest. The Town will immediately see savings of over \$10,500 per year based on \$0.17 per kWh. After the loan payments are completed, preliminary estimates indicate that the savings will be in excess of \$40,000 per year. Additional information is available in the attached memo.

**7. Description of Documents Included with Submission:**

- Memo from T. Roy, re: Lighting Upgrade Loan Memo, dated February 5, 2021
- Proposed Lighting Upgrade Loan Agreements





# Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092

~ Department of Public Works ~

**Memorandum:**      **Lighting Upgrade – Closeout Loan Form**  
**To:**                    **Maria Capriola, MPA – Town Manager**  
**CC:**                    **Amy Meriwether, Melissa Appleby, Ray Harris**  
**From:**                **Thomas J. Roy, PE, CEM - Director of Public Works**  
**Date:**                 **February 5, 2021**

The Town entered into an agreement with Environmental Systems Corporation (ESC) to perform lighting upgrades at Town Hall, the Library and Simsbury Farms. These agreements were made as part of the Connecticut Energy Efficiency Fund, administered by Eversource, which provides incentives to customers whose efficiency upgrades meet certain requirements. This program allows for all of the costs for the lighting upgrades to be financed through this program using the savings from the new more efficient lighting; this program will not require any out of pocket expense to the Town.

The expected annual savings is listed in the table below, and represents a combined annual savings of \$44,690 for the three facilities.

Location:	Project Value	Incentive	Cost after Incentive	Annual Savings		R.O.I. (years)
				kWh	\$	
Simsbury Farms	\$ 52,358	\$ 29,770	\$ 22,588	54,127	\$ 9,202	2.5
Library	\$108,131	\$ 58,318	\$ 49,813	106,033	\$ 18,026	2.8
Town Hall	\$ 94,708	\$ 41,089	\$ 53,619	102,723	\$ 17,463	3.1

The on-bill loan repayment will use a standard 48-month term with zero interest. This repayment process will allow for immediate savings in our operating budget. The anticipated annual savings during the repayment period, in table below (all values are conservatively based on a straight \$0.17/kWh with no escalation).

Location:	Monthly Payment	No. of Months	Annual Savings During Repayment
Simsbury Farms	\$ 471	48	\$ 8,731
Library	\$ 1,038	48	\$ 16,988
Town Hall	\$ 1,117	48	\$ 16,346

The Department of Public Works has reviewed the work and is recommending that the loan documents be signed to finalize the project.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	933 Hopmeadow Street
Project Name:	Simsbury Town Hall
Project Number:	CT20P00023862

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- Borrower desires to obtain financing for the Energy Efficiency Project; and
- Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- The nonpayment when due of any payment hereunder.
- Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource 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 currently existing or 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 Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, 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. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource

107 Selden Street

Berlin, CT 06037

Attn: Energy Efficiency

Consultant \_\_\_\_\_

**With a copy to:**

Eversource Service Company

Legal Department

107 Selden Street

Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.


Customer Name:  
Project Name:

## Section 2

<b>Project Name</b> Simsbury Town Hall			<b>Project Number</b> CT20P00023862		
<b>Name of Borrower</b> Town of Simsbury			<b>Principal Place of Business</b>		
<b>Total Project Cost</b> \$ 94,708.48	<b>Incentive</b> \$ 41,089.20	<b>Loan Amount</b> \$ 53,619.28	<b>Monthly Payment</b> \$ 1,117.068	<b>No. of Months</b> 48	<b>Customer Unfinanced Balance / Buydown*</b> \$

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

<b>Signature of Authorized Representative of Borrower</b>	<b>Signature of Authorized Representative of Contractor</b> 
<b>Name of Customer (print)</b>	<b>Name of Signer (print)</b> Daniela Iozzo
<b>Date of Signature</b>	<b>Date of Signature</b> 01/15/2021
<b>Customer Title (print)</b>	<b>Title of Signer (print)</b> Project Manager
<b>Federal Tax ID or Social Security Number</b>	<b>Federal Tax ID or Social Security Number</b> 06-0880545
<b>Service Street Address</b>	<b>Contractor Street Address</b> 18 Jansen Court
<b>Service City, State &amp; Zip Code</b>	<b>City, State &amp; Zip Code</b> West Hartford, CT 06110
<b>Billing Street Address</b>	<b>Contractor Phone Number</b> (860) 953-8800
<b>Billing City, State &amp; Zip Code</b>	<input type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
<b>Customer Electric Billing Account Number</b>	
<b>Customer Email Address</b>	

Accepted Eversource:

<b>Authorized Eversource Representative Signature</b>	<b>Date</b>
<b>Print Name</b>	<b>Title</b>

\*Customer unfinanced balance to be paid at completion of project.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	725 Hopmeadow Drive
Project Name:	Simsbury Library
Project Number:	CT20P00023854

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- Borrower desires to obtain financing for the Energy Efficiency Project; and
- Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- The nonpayment when due of any payment hereunder.
- Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource 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 currently existing or 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 Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, 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. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.





Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource

107 Selden Street

Berlin, CT 06037

Attn: Energy Efficiency

Consultant \_\_\_\_\_

**With a copy to:**

Eversource Service Company

Legal Department

107 Selden Street

Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.




Customer Name:  
Project Name:

## Section 2

<b>Project Name</b> Simsbury Library			<b>Project Number</b> CT20P00023854		
<b>Name of Borrower</b> Town of Simsbury			<b>Principal Place of Business</b>		
<b>Total Project Cost</b> \$ 108,131.17	<b>Incentive</b> \$ 58,318.15	<b>Loan Amount</b> \$ 49,813.02	<b>Monthly Payment</b> \$ 1,037.77	<b>No. of Months</b> 48	<b>Customer Unfinanced Balance / Buydown*</b> \$

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

<b>Signature of Authorized Representative of Borrower</b>	<b>Signature of Authorized Representative of Contractor</b> 
<b>Name of Customer (print)</b>	<b>Name of Signer (print)</b> Daniela Iozzo
<b>Date of Signature</b>	<b>Date of Signature</b> 01/15/2021
<b>Customer Title (print)</b>	<b>Title of Signer (print)</b> Project Manager
<b>Federal Tax ID or Social Security Number</b>	<b>Federal Tax ID or Social Security Number</b> 06-0880545
<b>Service Street Address</b>	<b>Contractor Street Address</b> 18 Jansen Court
<b>Service City, State &amp; Zip Code</b>	<b>City, State &amp; Zip Code</b> West Hartford, CT 06110
<b>Billing Street Address</b>	<b>Contractor Phone Number</b> (860) 953-8800
<b>Billing City, State &amp; Zip Code</b>	<input type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
<b>Customer Electric Billing Account Number</b>	
<b>Customer Email Address</b>	

Accepted Eversource:

<b>Authorized Eversource Representative Signature</b>	<b>Date</b>
<b>Print Name</b>	<b>Title</b>

\*Customer unfinanced balance to be paid at completion of project.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	100 Old Farms Rd
Project Name:	Simsbury Parks and Rec
Project Number:	CT20P00023863

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- Borrower desires to obtain financing for the Energy Efficiency Project; and
- Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- The nonpayment when due of any payment hereunder.
- Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource 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 currently existing or 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 Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, 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. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource

107 Selden Street

Berlin, CT 06037

Attn: Energy Efficiency

Consultant \_\_\_\_\_

**With a copy to:**

Eversource Service Company

Legal Department

107 Selden Street

Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.


Customer Name:  
Project Name:

## Section 2

<b>Project Name</b> Simsbury Parks and Rec			<b>Project Number</b> CT20P00023863		
<b>Name of Borrower</b> Town of Simsbury			<b>Principal Place of Business</b>		
<b>Total Project Cost</b> \$ 52,357.98	<b>Incentive</b> \$ 29,769.85	<b>Loan Amount</b> \$ 22,588.13	<b>Monthly Payment</b> \$ 470.59	<b>No. of Months</b> 48	<b>Customer Unfinanced Balance / Buydown*</b> \$

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

<b>Signature of Authorized Representative of Borrower</b>	<b>Signature of Authorized Representative of Contractor</b> 
<b>Name of Customer (print)</b>	<b>Name of Signer (print)</b> Daniela Iozzo
<b>Date of Signature</b>	<b>Date of Signature</b> 01/15/2021
<b>Customer Title (print)</b>	<b>Title of Signer (print)</b> Project Manager
<b>Federal Tax ID or Social Security Number</b>	<b>Federal Tax ID or Social Security Number</b> 06-0880545
<b>Service Street Address</b>	<b>Contractor Street Address</b> 18 Jansen Court
<b>Service City, State &amp; Zip Code</b>	<b>City, State &amp; Zip Code</b> West Hartford, CT 06110
<b>Billing Street Address</b>	<b>Contractor Phone Number</b> (860) 953-8800
<b>Billing City, State &amp; Zip Code</b>	<input type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
<b>Customer Electric Billing Account Number</b>	
<b>Customer Email Address</b>	

Accepted Eversource:

<b>Authorized Eversource Representative Signature</b>	<b>Date</b>
<b>Print Name</b>	<b>Title</b>

\*Customer unfinanced balance to be paid at completion of project.