

Connecticut Resources Recovery Authority



Request for Qualifications for Mid- Connecticut Resource Recovery Facility and Jet Turbine Facility Power Purchase Agreements (RFQ Number OP-002-12)

SUBMITTAL INSTRUCTIONS

STATEMENT OF QUALIFICATIONS DUE DATE
October 21, 2011

CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06103

DATED: September 12, 2011

Table of Contents

Table of Contents.....	i
1. Notice of Interest Form.....	2
2. Introduction.....	2
2.1 Mid-Connecticut Resource Recovery Facility and Jet Turbine Facility Overview....	4
2.2 Historical Energy Output/Capability Summary.....	7
3. Product Highlights	9
4. Business Arrangement Overview.....	9
5. Overview of CRRA Solicitation Process.....	10
6. RFQ Submission Information, Instructions, and Content.....	13

EXHIBITS TO RFQ

- Exhibit 1 Sample Contractor's Certification Concerning Gifts Form
- Exhibit 2 SEEC Form 11 Notification
- Exhibit 3 Sample Affidavit Concerning Consulting Fees

EXHIBITS 4 THROUGH 9 MUST BE COMPLETED AND SUBMITTED AS PART OF SUBMITTER'S STATEMENT OF QUALIFICATION SUBMITTAL

- Exhibit 4 Statement of Qualifications Form
- Exhibit 5 Background Questionnaire
- Exhibit 6 Background, Experience, & Financial Information Form
- Exhibit 7 Questionnaire Concerning Affirmative Action, Small Business Contractors & Occupational health and Safety Form
- Exhibit 8 Affidavit Concerning Nondiscrimination
- Exhibit 9 Business Exception Form

1. Notice of Interest Form

While not required, entities interested in participating in this procurement process should complete and submit a Notice of Interest Form. Submitting the Notice of Interest Form will ensure your firm receives all communications relating to this procurement including written Addendum(s) to the Request for Qualifications.

The Notice of Interest Form can be found and downloaded from CRRA's World Wide Web site at <http://www.crra.org> under the Business Opportunities page. Complete and submit the Form via Email or FAX or U.S. Postal Service to:

vraymond@crra.org

Attention: Virginia Raymond

or

CRRA

100 Constitution Plaza, 6th Floor

Hartford, Connecticut 06103

Attention: Virginia Raymond

or

FAX (860) 757-7742

Attention: Virginia Raymond

2. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity, a body politic and corporate, created in 1973 pursuant to Connecticut General Statutes Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes. CRRA oversees a network of two resources recovery facilities, two recycling and education centers, and four transfer stations. The outstanding Mid-Connecticut Project bonds are rated "Aaa" by Moody's Investors Service ("Moody's") and "AAA" by Standard & Poor's. The underlying rating on the Mid-Connecticut Project Bonds (assuming no Special Capital Reserve Fund or bond insurance) is "A1" by Moody's. CRRA does not have a rating. The outstanding bonds will be retired on or about November 15, 2012.

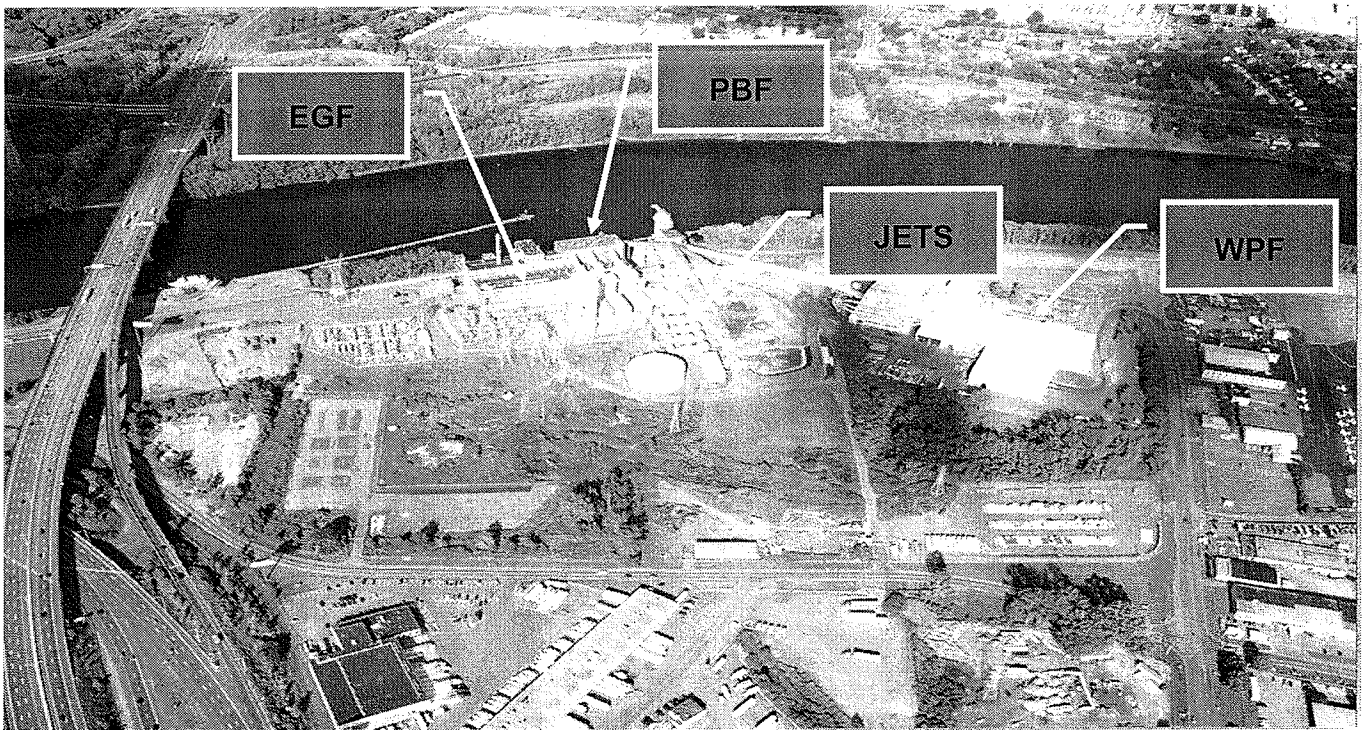
CRRA is issuing this Request for Qualifications (“RFQ”) to obtain Statements of Qualifications from entities interested in the purchase of the electric energy produced by CRRA’s:

- Mid-Connecticut Resource Recovery Facility (the “Facility”) South Meadow Units 5 and 6; and
- Mid-Connecticut Jet Turbine Facility (the “JTF”).

Both the Facility and the JTF are located at 1 Reserve Road, Gate 20, in the South Meadows section of Hartford, Connecticut. The approximately 90-acre site is bordered on the east by the Connecticut River, on the west by Reserve Road, south of Route 15 and north of Maxim Road and Brainard Airport and is comprised of the Waste Processing Facility (“WPF”), the Power Block Facility (“PBF”), the Electric Generating Facility (“EGF”) and the JTF.

Presented in Figure 1 below is an aerial view of the Mid-Connecticut South Meadows Site.

Figure 1



CRRA is offering for sale the electric energy net of station service, generated by the Facility during each 12-month period beginning on July 1st and ending the following June 30th (a “Contract Year”). The delivery by CRRA of the subject energy is contingent on the availability and operation of the Facility, which has historically operated at

approximately a 90% capacity factor. Other Facility electricity products (including without limitation capacity and any applicable renewable energy certificates) from the Facility are not being offered for sale by CRRA.

Currently there are two buyers for the net energy of the Facility generated during each 12-month Contract Year. Constellation Energy currently buys the first 250,000 MWh of net energy generated and CL&P buys the balance of the Facility energy generated each Contract Year. CRRA has a contract with Select Energy for the purchase of the output of the JTF. The CL&P and Select Energy agreements terminate on May 31, 2012. The Constellation Energy agreement terminates on June 30, 2012; however, Constellation's purchase of net energy from CRRA will have been concluded before that date. As a result, the first Contract Year under the new Power Purchase Agreements ("PPAs") will be for a period of 13-months commencing 12:00 midnight, May 31, 2012 and ending June 30, 2013. Subsequent Contract Years (should CRRA elect to enter into multi-year PPAs) will commence July 1 and end the following June 30.

CRRA is considering two business arrangements for the JTF:

(1) Business Arrangement 1 is an energy management agreement under which the Agent would serve as the Lead Market Participant and be responsible for advising CRRA with respect to the development of its offer strategies for the Locational Forward Reserve Market and the Energy market and convey to CRRA the revenues earned by the JTF from their Black Start Capability and their participation in the Locational Forward Reserve, Energy, and Forward Capacity Markets. The Agent would receive an energy management fee for these services; or

(2) Business Arrangement 2 is a PPA whereby CRRA receives the revenues for the Black Start Capability and from the Forward Capacity Market and the Purchaser would provide a toll expressed in \$/kW-month for which it would receive the revenues earned by the JTF in the Energy and Locational Forward Reserve Markets.

The current form of the PPA for the JTF as presented in Attachment 2 of this RFQ reflects the terms and conditions of a Business Arrangement 2 form of agreement. To the degree that a decision is made by CRRA to pursue Business Arrangement 1, then prior to the Request for Bids Submittal Deadline, the JTF PPA would be revised to reflect an energy management arrangement. Bidders will be provided an opportunity to comment on a draft of such an agreement.

Entities interested in serving as an Agent for the JTF must indicate such interest in Exhibit 6, Background and Experience Form, by providing information for sections 13, 14 and 15 of the Form.

2.1 Mid-Connecticut Resource Recovery Facility and Jet Turbine Facility Overview

The Facility was accepted by CRRA for operation in 1988 and is permitted to process approximately 888,000 tons of Municipal Solid Waste ("MSW") per year and currently serves the waste disposal needs of seventy (70) Connecticut municipalities, numerous businesses and private commercial waste haulers. The Facility was designed and constructed by Combustion Engineering ("CE").

The function of the WPF is to accept MSW and process it into Refuse-Derived-Fuel ("RDF") by reducing the size of the MSW and removing non-combustible materials such as glass, grit and ferrous metals.

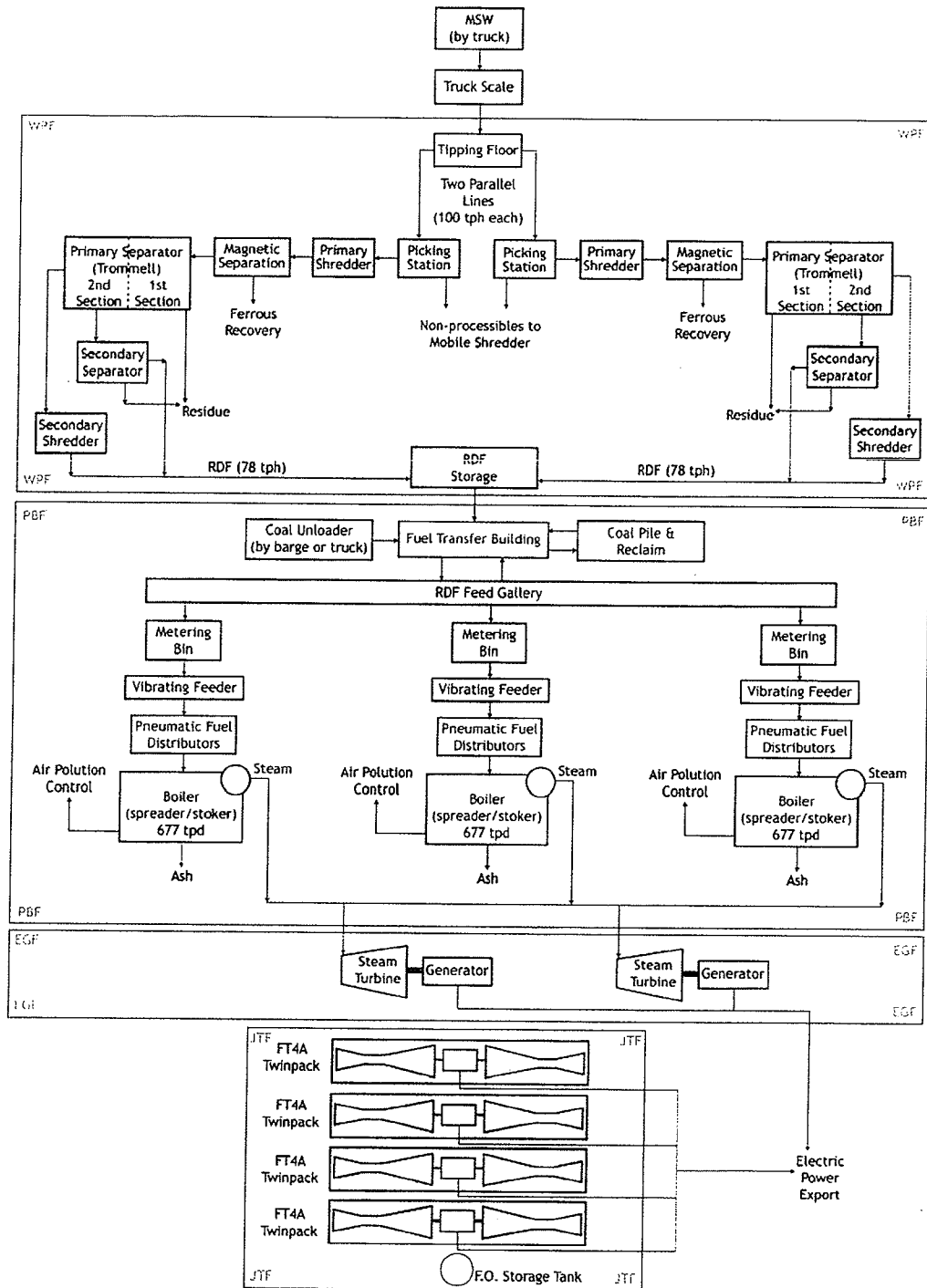
The PBF includes all equipment and systems necessary to: (1) receive RDF from the WPF; (2) combust RDF to produce steam to generate electricity in the EGF; and (3) clean the boiler combustion gases of acid gases and combustion particulates. The PBF contains three CE Model VU-40 traveling grates, spreader-stoker boilers each with a rated throughput of 677 tons per day of RDF. Although the boilers were designed to burn both RDF and coal, they no longer burn coal.

The EGF is located adjacent to and within the same structure as the PBF and consists of two General Electric 45 MW steam turbine generators and two General Electric 40 MW steam turbine generators, two steam condensers and related circulating water systems to cool steam exhausted from the turbine generators, high voltage step-up transformers and switchgear, and auxiliary equipment. Monitoring and control of the EGF equipment is provided for in the PBF control room.

The JTF is located on the same property and adjacent to the Facility. The JTF consists of four Pratt & Whitney FT4 Twin-Packs generating sets ("Twin-Pacs"), each nominally capable of generating 40 MW. Each of the four Twin-Packs is comprised of two Pratt & Whitney FT4-9 combustion gas turbine engines with each engine having a dedicated compressor and a dedicated free-turbine (not coupled to the engine), a single air-cooled electric generator, an inlet hood with filter house, and a stub-stack. The JTF went into commercial operation in 1970. Each Twin-Pack is capable of black-start operation.

Presented in Figure 2 is a simplified flow diagram which summarizes the process relationship among the WPF, the PBF, the EGF, and the JTF.

Figure 2
Mid-Connecticut Project
Process Diagram: WPF, PBF, EGF and JTF



Currently the WPF is operated by the Metropolitan District Commission, the PBF and EGF are operated by Covanta Energy, Inc., and the JTF is operated by Northeast Generation Services (“NGS”). The current agreements for the operation of the various facilities terminate on December 30, 2011 for the WPF, May 30, 2012 for the PBF and EGF and May 31, 2012 for the JTF. CRRA has already completed the solicitation process and has entered into an agreement with a single entity for the “post-2012” operation and maintenance (“O&M”) of the WPF, PBF and the EGF.. The selected O&M contractor is NAES Corporation (“NAES”). NAES is a full-service power generation services provider of operating and maintenance programs and has provided O&M services for 176 power plants producing approximately 49,400 MW of power. This winter CRRA will conduct a procurement process for the operator of the JTF upon termination of the current agreement.

2.2 Historical Energy Output/Capability Summary

Presented on the following page is the historical electrical output of the Mid-Connecticut Resource Recovery Facility Units 5 and 6 from fiscal year 2006 through 2011.

Mid-Connecticut Resource Recovery Facility Units 5 & 6 Historical Energy Output by Fiscal Years

Month	FY 2006		FY 2007		FY 2008		FY 2009		FY 2010		FY 2011	
	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak
Jul	15,743	20,468	14,728	19,850	10,733	12,984	15,410	15,455	15,962	17,267	11,343	18,130
Aug	14,712	16,119	16,666	19,476	14,133	13,605	12,360	18,568	13,190	19,598	15,532	18,847
Sep	15,872	16,463	16,393	19,064	12,208	18,377	13,606	16,223	13,796	17,454	13,918	18,796
Oct	15,350	19,703	15,631	18,903	13,422	15,891	17,615	16,639	14,340	19,768	14,310	16,909
Nov	16,489	16,786	16,370	17,761	13,944	16,596	12,249	19,758	15,267	19,457	15,491	18,260
Dec	16,112	19,937	13,598	17,848	11,735	16,331	12,983	15,631	14,868	19,040	15,788	17,803
Jan	12,109	14,449	15,773	17,306	9,429	10,858	12,748	16,681	10,365	13,856	9,205	13,591
Feb	15,115	16,950	15,136	16,710	11,562	12,803	13,241	14,293	12,087	14,822	10,189	12,047
Mar	16,002	17,308	16,312	18,994	13,780	17,529	16,361	21,727	15,159	17,578	20,805	20,124
Apr	15,660	20,150	11,586	15,570	17,909	18,930	17,580	19,214	19,689	16,672	17,033	18,973
May	18,114	18,634	14,360	18,172	16,070	18,706	16,724	20,902	19,940	18,078	16,759	19,961
Jun	18,078	19,313	13,189	18,171	16,294	19,236	15,648	17,717	16,719	16,452	16,320	18,331
Total	189,356	216,280	179,742	217,825	161,219	191,846	176,525	212,808	181,382	210,042	176,693	211,772
		405,636		397,567		353,065		389,333		391,424		388,465

With all three boilers operating, the Facility is capable of generating 69 MW of gross electrical output. Plant parasitic load ranges from 6 to 10 MW. The Facility typically operates at a 90 percent capacity factor. The generators (South Meadows Units 5 and 6) are currently listed in the ISO-NE Forward Capacity Market ("FCM") as EMS generators, designated as Intermittent Resources with Summer Qualified Capacity amounts listed as 22.592 MW for South Meadow 5 and 25.288 MW for South Meadow 6, and Winter Qualified Capacity amount listed as 23.852 MW for South Meadow 5 and 24.817 MW for South Meadow 6.

Given the nameplate rating of the steam turbines, with one turbine out-of-service and two boilers operating the Facility is able to generate approximately 35 MW.

Jets Current Winter Claimed Capability:

Unit 11 – 46.921 MW

Unit 12 – 47.867 MW

Unit 13 – 47.917 MW

Unit 14 – 46.346 MW

Jets Summer Claimed Capability:

Unit 11 – 35.781 MW

Unit 12 – 37.701 MW

Unit 13 – 38.317 MW

Unit 14 – 36.746 MW

3. Product Highlights

CRRA is offering the Annual Quantity from a highly reliable energy facility located in the high-value Connecticut Zone in the ISO-NE market. The subject Energy offers the following advantages:

- Baseload energy from a highly reliable municipal solid waste facility which avoids fossil fuel escalation risks; particularly, the natural gas price volatility which affects ISO-NE power market prices.
- Delivery of Energy into the high value Connecticut Zone, which has offered significant premiums relative to the Mass Hub.
- Energy that is well suited for resale into the forthcoming Connecticut Light & Power Company and United Illuminating Company Standard Service and Supplier of Last Resort RFP processes or to support the purchaser's retail sales.
- The quick-start capabilities of JTF allow it to participate in the Locational Forward Reserve Market.

4. Business Arrangement Overview

CRRA will evaluate offers to purchase the energy from the Facility and to serve as an Agent for or to purchase the energy and operating reserve capability of the JTF for a minimum of one (1) Contract Year and for a maximum of five (5) Contract Years (i.e., through June 30, 2017). As stated previously the first Contract Year will be for a 13-months period commencing June 1, 2012 and ending June 30, 2013. Subsequent Contract Years, if applicable, will be for 12-month periods beginning July 1 and ending the following June 30. Bidders may provide price offers for any term subject to the minimum first Contract Year through June 30, 2013, up to the maximum of five (5) consecutive Contract Years ending on June 30th, 2017. For the Facility, prices requested will be on a \$/MWh of Energy delivered basis, **net of station service**, for the rights to the

energy. For the JTF, a monthly energy management fee expressed in terms of \$/month for the JTF will be requested under Business Arrangement 1 and a monthly toll expressed in terms of \$/kW month will be requested under Business Arrangement 2.

The subject energy and operating reserves will be sold in the form of a transfer of Assets as defined in NEPOOL Market Rules and Procedure 20, Appendix (I), or subsequent Standard Market Design Manual, and will be delivered to the South Meadows NEPOOL PTF; ISO NE Asset Nodes 580 and 581 for the Facility and ISO NE Asset Nodes 572, 573, and 575 for the JYF in Hartford, Connecticut. Purchaser will be responsible for all transmission from the PTF to their delivery points, including OASIS reservations and NERC tag requirements if applicable. The actual purchase amounts will be expressed as a percentage of the plant's output rather than in MW.

CRRA will not be responsible for providing replacement energy in the event of scheduled or unscheduled outages of the Facility or the JTF, nor for station service requirements that are netted from the plant's output or which may create net obligations to the settlement accounts of entitlement holders.

The Purchaser of the energy will be responsible for all bidding and scheduling of the Facility and JTF with ISO-NE. CRRA or its Agent will notify the Purchaser each morning, as more particularly described in the PPA, regarding the upcoming day's Energy output for the Facility. The Purchaser will have control over the offer price of the Facility and the JTF under Business Arrangement 2. As permitted by and consistent with the Restated NEPOOL Agreement (as amended from time to time) and associated market rules and procedures, the Purchaser will be the Lead Market Participant.

5. Overview of CRRA Solicitation Process

This RFQ is subject to the applicable provisions of CRRA's Procurement Policies and Procedures, effective September 2009, which are available on CRRA's web site (www.crra.org).

Generally, the solicitation process is comprised of five (5) milestones as described below. The issuance of this RFQ is the first of the five milestones. It is important to note that the entire solicitation process will not be considered complete until definitive PPA(s) between CRRA and the approved purchaser(s) have been executed.

- (a) Request for Qualifications ("RFQ"). Entities interested in purchasing the electric output of CRRA's Facility and/or JTF shall submit to CRRA a Statement of Qualifications ("SOQ") in response to this RFQ. The SOQ must clearly indicate whether it is for the Facility, the JTF or both the Facility and JTF (see section 1 of Exhibit 4 to this RFQ, the Statement of Qualifications Form). Following CRRA's review of the SOQs received, CRRA may, in its sole and absolute discretion, invite some or all of the entities submitting SOQs to participate in interviews with CRRA to discuss an entity's qualifications and capabilities and CRRA's service needs.

This RFQ package of documents includes the form of the PPAs for both the Facility and the JTF under a Business Arrangement 2 scenario for submitter review and comment. CRRA will review the business exceptions received from RFQ participants for incorporation into the PPAs. Only those changes CRRA deems acceptable will be incorporated into the PPAs. The final form of the PPAs will be distributed to Bid participants as part of the RFBP package of documents.

- (b) Request for Bids and (“RFB”). Following CRRA’s evaluation (including CRRA’s due diligence findings and the information obtained during interviews) of the SOQs, CRRA may invite those entities that CRRA has determined, in its sole and absolute discretion, are best qualified to perform the services, will be invited to continue the solicitation process by responding to CRRA’s Request for Bids and Proposals. CRRA’s RFB package of documents will include the final form of the PPAs.
- (c) CRRA Board of Directors Approval. On the same day Bids are received, the Bids will be analyzed and CRRA management will make its selection recommendation to CRRA’s Board of Directors for approval.
- (d) Notice of Award and Execution of the PPAs. Upon approval of the preferred Bidder(s) by the Board of Directors (same day the Bids are received), CRRA will issue to the approved Bidder(s) a Notice of Award and the final form of the Agreement(s) for execution. The approved bidder(s) will execute two counterparts of the final PPA(s). Upon execution of the PPA(s) by the selected Bidder(s) and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a bidding entity);
- (d) Clarify the information provided pursuant to this Request for Qualifications and subsequent Request for Bids;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;

- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (j) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a submitting entity; to observe and view the operations at such facilities;
- (k) Conduct contract discussions with one or more submitting entities; and
- (l) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any submittal or Bid, if such rejection or waiver is deemed in the best interests of CRRA.

Note that as a quasi-public entity of the State of Connecticut, CRRA must comply with a number of State of Connecticut procurement statutes and regulations that require the completion and submittal of a number of forms. The completion and submittal of these forms cannot be waived for any reason. Presented in Sections 5.1, 5.2, and 5.3 and below are some of the forms and notification requirements.

5.1 Contractor Certification Concerning Gifts Form

The entity(ies) approved by CRRA's Board of Directors to enter into the PPAs will be required to sign and notarize a *Contractor Certification Concerning Gifts Form*. This form is an Exhibit to the PPAs. See **Exhibit 1** of this RFQ to view a sample of the *Contractor's Certification Concerning Gifts Form*. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your SOQ.

Pursuant to Connecticut General Statutes Section 4-252, persons or entities who are the apparent successful Submitters or Bidder for the Services are prohibited from the giving of gifts to certain political office holders and CRRA employees who are substantial participants in the preparation of this RFQ and subsequent documents associated with this procurement, from the date CRRA began planning this procurement to the date the PPA for services is executed.

CRRA started planning this RFQ on July 1, 2011. As of this writing, the identities of those to whom the apparent successful SOQ Submitters and Bidders may not give gifts between July 1, 2011 and the signing of the PPA are:

1. Governor Dannel Malloy;
2. Senator Donald E. Williams, Jr., President Pro Tem of the Senate;
3. Senator John McKinney, Minority Leader of the Senate;
4. Representative Christopher G. Donovan, Speaker of the House of Representatives;

5. Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives;
6. Virginia Raymond, Senior Analyst, CRRRA; and
7. Peter Egan, Director of Operations, CRRRA.

5.2 SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Pursuant to Connecticut General Statutes 9-612(g)(2), as amended by Public Act 07-1, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency . . . shall make a contribution to, or solicit contributions on behalf of candidate exploratory committees, candidate committees, or political committees authorized to make contributions or expenditures to or for the benefit of persons seeking election to a Connecticut executive branch office. These executive branch offices are: Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer. The complete ***SEEC Form 11 Notice*** is presented in **Exhibit 2** of this RFQ.

5.3 Affidavit Concerning Consulting Fees

At the time the approved contractor executes the PPA, contractor will also execute an ***Affidavit Concerning Consulting Fees***. See **Exhibit 3** to this RFQ to see a sample of the form. This Exhibit is provided at this time for information purposes only; do not sign and return the form with your SOQ.

6. RFQ Submission Information, Instructions, and Content

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Various dates in September, 2011	N/A	N/A	Legal Notice regarding the RFQ procurement published in Platts Megawatt Daily and Public Utilities Fortnightly.
September 12, 2011	N/A	http://www.crra.org and CRRA, 100 Constitution Plaza, 6 th Floor, Hartford, Connecticut 06103	RFQ documents available for downloading by interested entities from CRRA web site.
October 10, 2011	5:00 PM EST	vraymond@crra.org	Deadline for written inquiries from interested entities to CRRA regarding RFQ, the Facility and JTF.
Between September 16 and October 14, 2011	N/A	http://www.crra.org and via email to SOQ Submitters' contacts	CRRA issues written responses, as needed (in the form of an Addendum(s) to the RFQ), to written inquiries received, if any, from interested entities.
October 21, 2011	3:00 PM EST	CRRA, 100 Constitution Plaza, 6 th , Hartford, Connecticut, 06103	Deadline for submittal of SOQ.

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above projected timeline applicable to all entities.

5.2 RFQ Availability

Complete sets of the RFQ package may be obtained on the World Wide Web beginning September 12, 2011 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFQ: Mid-Connecticut Power Purchase Agreement" link.

The RFQ Package of Documents is in PDF format. All of the forms included in the RFQ package of documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFQ is located. Prospective SOQ submitters can complete the forms by typing the answers on their computer's keyboard. The forms can then be printed and submitted with the SOQ. CRRA encourages entities to make use of the Word forms.

If for any reason the RFQ or the SOQ submittal forms do not properly download for printing, please contact Virginia Raymond at 860-757-7730.

5.3 Pre-SOQ Submission Inquiries

All inquiries regarding this RFQ or CRRA's procurement process shall be submitted in writing using one of the following methods:

1. U.S. Postal Service to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103, Attention Virginia Raymond;
2. FAX to 860-757-7742, Attention Virginia Raymond; and/or
3. Email to vraymond@crra.org, Attention Virginia Raymond.

Subject to CRRA's sole and absolute discretion, CRRA will determine if it chooses to respond in writing to all or some of the written questions submitted. CRRA also reserves the right to determine in its sole discretion the methodology to be used to disseminate information. If CRRA decides to respond in writing in the form of an addendum(s) to this RFQ, CRRA shall send its written responses via e-mail to all RFQ participants. In some cases CRRA may choose to make certain information and data requests available to participants via an electronic documents room (FTP site) accessible to all RFQ participants. If information is to be made available via an FTP site, CRRA shall notify all RFQ participants when and what types of information is being made available via the electronic documents room. Even if a Bidder does not receive notice, through e-mail or otherwise, of a CRRA foregoing written response or notification, all RFQ participants must adhere to and conform to the terms of said written response(s) in their SOQ submittals.

Any Submitter who attempts to use or uses any means or method other than those set forth above to communicate with CRRA or any director, officer, employee or agent thereof regarding this RFQ may be subject to disqualification from the procurement process.

5.4 SOQ Submission Deadline

Sealed SOQs must be received no later than Friday, October 21, 3:00 PM, Eastern Time:
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Virginia Raymond

SOQs received after the time and date set forth above may be rejected.

5.5 SOQ Copies

One (1) original and two (2) copies of each SOQ must be submitted. Each copy thereof shall comply with all submittal requirements of this RFQ. The original SOQ shall be stamped or otherwise marked as the "Original." The original SOQ shall contain all required submittal documents containing original signatures (as applicable) in ink and original notary seals (as applicable).

The original and the two copies of the SOQ shall be enclosed in a sealed box or envelope clearly marked "***SOQ for Mid-Connecticut Power Purchase Agreement.***"

5.6 SOQ Opening

SOQs received will be opened at CRRA's convenience on or after the SOQ due date.

CRRA reserves the right to reject any and all SOQs, or parts thereof, and/or to waive any informality or informalities in any of the SOQs or the RFQ process if such rejection or waiver is deemed in the best interests of CRRA.

5.7 SOQ Evaluation Criteria

CRRA will consider the following criteria in evaluating a SOQ:

1. Demonstrated skill, ability, knowledge, capabilities, integrity and experience of the SOQ Submitter to perform the Services required by the PPA;
2. The financial health, investment grade and creditworthiness of the SOQ Submitter to provide the performance guaranties required by the PPA;
3. The completeness of the information submitted; and
4. Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the submittal.

5.8 Affirmative Action Evaluation Criteria

Bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The submitter's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package of Documents));
- (b) The submitter's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package of Documents));
- (c) The submitters promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Exhibit 7 of the RFQ Package Documents));

- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 5.10(g) of these Submittal Instruction); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 5.10(b)(3) of these Submittal Instructions.

5.8 Disclosure of Information

All SOQs will become the property of CRRA and will not be returned. SOQ Submitters are hereby advised that any information contained in or submitted with or in connection with its RFQ is subject to the Connecticut Freedom of Information Statutes. CRRA will use its best efforts to prevent the unauthorized disclosure of confidential and/or proprietary information, provided same is properly identified as proprietary and/or confidential. By submitting a SOQ, each Submitter expressly waives any claim(s) that such Submitter or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

5.9 SOQ Costs

SOQ Submitter shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its SOQ and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of SOQs. By submitting a SOQ, Submitter expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

5.10 SOQ Format and Content

SOQs shall be submitted on forms provided by CRRA as part of the RFQ Package of Documents. All of the forms must be completed with the appropriate information required and all blanks on such forms filled in. Where applicable, forms shall be signed in ink with the original contained in the Submitter's copy of its SOQ that is clearly stamped or marked as the "Original". Copies of these forms shall be presented in the two (2) copies of the original SOQ that Submitter is required to provide.

The SOQ must consist of the following and be in the following order:

- (a) **Title page** (not the title page to the RFQ) including the title of the solicitation, the name of the SOQ Submitter and the date the SOQ is submitted;

- (b) **Cover letter**, signed by a person authorized to commit the submitter to the contractual arrangements with CRRA if awarded an agreement. The cover letter shall include the following:
- (1) The name of the submitter;
 - (2) The legal status of the submitter (e.g., corporation, joint venture, etc.); and
 - (3) The submitter's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 5.8(e);
- (c) **Table of Contents** for the SOQ (not the Table of Contents included in the RFQ Package of Documents);
- (d) The completed **Statement of Qualifications Form (Exhibit 4 of this RFQ)**, including Addenda, if any, listed in the appropriate place (Page 2), the name and address of the Submitter's primary contact to receive all communications issued by CRRA related to this procurement listed in the appropriate place (Page 5 of the Form) and the completed agreement section (Page 5 of the Form);
- (e) The completed **Background Questionnaire (Exhibit 5 of this RFQ)**, subscribed and sworn before a Notary Public or Commissioner of the Superior Court;
- (f) The completed **Background, Experience and Financial Information Form (Exhibit 6 of this RFQ)**;
- (g) The completed **Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety (Exhibit 7 of this RFQ)** with the Submitter's most recent EEO-1 data attached if the Submitter wishes such data to be considered in the evaluation of its submittal;
- (h) The completed and notarized **Affidavit Concerning Nondiscrimination (Exhibit 8 of this RFQ)**; and
- (i) The completed **Business Exception Form (Exhibit 9 of this RFQ)**. A copy of the form of the PPA for the Facility is presented in Attachment 1 to this RFQ. A copy of the form of the PPA for the JTF under a Business Arrangement 2 scenario is presented in Attachment 2. SOQ submitters may provide comments and/or take exception to provisions of the PPAs. The comments received will be the subject of discussions with prospective submitters from approximately November 1, 2011 through December 15, 2011. The final form of the PPAs will be part of the RFB Package of Documents issued to those firms CRRA has qualified to participate in the RFB phase of the procurement process.

SOQ Submitters should not include in their SOQs any other portions of the RFQ Package of Documents.

An SOQ Submitter may include additional information as an appendix to its SOQ if the SOQ Submitter believes that it will assist CRRA in evaluating its SOQ. An SOQ Submitter should not include information that is not directly related to the subject matter of this solicitation.

EXHIBIT 1



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

MID-CONNECTICUT RESOURCE RECOVERY FACILITY

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid for the "Mid-Connecticut Power Purchase Agreement" (the "Agreement") and/or the Jet Turbine Facility Power Purchase Agreement (the "JTF Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2011 and the date of execution of the Agreement and/or JTF Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the solicitation for or the negotiation or award of the Agreement and/or JTF Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

EXHIBIT 1

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the submittal for the Agreement and/or JTF Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Virginia Raymond, Senior Analyst
Peter Egan, Director of Operations
James Bolduc, Chief Financial Officer
Jeff DuVall, Manager of Budgets and Forecasting

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____
 Name (type/print): _____
 Title: _____
 State Of: _____
 County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 12

 Notary Public/Commissioner of the Superior Court

EXHIBIT 1

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

EXHIBIT 2

**SEEC FORM 11 – NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT 3



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder for an Agreement and/or JTF Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement or the JTF Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement or the JTF Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Mid-Connecticut Power Purchase Agreement" (the "Agreement") and/or the Jet Turbine Facility Power Purchase Agreement (the "JTF Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

EXHIBIT 3

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement and/or JTF Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 12

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

EXHIBIT 4



STATEMENT OF QUALIFICATIONS FORM

PROJECT: Mid-Connecticut

RFQ NUMBER: OP-002-12

CONTRACT FOR: Mid-Connecticut Power Purchase Agreement and/or Jet Turbine Power Purchase Agreement

BID SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. SERVICES TO WHICH THIS SUBMITTAL APPLIES

Facility only:

JTF only Business Arrangement 1:

JTF only Business Arrangement 2:

Facility & JTF Business Arrangement 1:

Facility & JTF Business Arrangement 2:

2. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Statement of Qualification Form (a "SOQ") shall have the same respective meanings assigned to such terms in the Contract Documents.

3. TERMS AND CONDITIONS

The undersigned (the "Submitter") accepts and agrees to all terms and conditions of the Request For Qualifications, Instructions To Submitters, and any Addenda to any such documents.

EXHIBIT 4

4. SUBMITTER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this SOQ, Submitter represents that:

- (a) Submitter has thoroughly examined and carefully studied the RFQ Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Submitter is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (c) Submitter has studied and carefully correlated Submitter's knowledge and observations with the Contract Documents and such other related data;
- (d) Submitter has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Submitter has discovered in the Contract Documents;
- (e) If Submitter has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Submitter has discovered in the Contract Documents, such failure shall be deemed by both Submitter and CRRA to be a waiver to assert these issues and claims in the future;
- (f) Submitter is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this SOQ is submitted; and
- (g) The Contract Documents are generally sufficient to indicate and convey understanding by Submitter of all terms and conditions for performing, furnishing and completing the Work for which this SOQ is submitted.

5. SUBMITTER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this SOQ, Submitter acknowledges and agrees that Submitter shall not use any information made available to it or obtained in any examination made by it in connection with this RFQ in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between

EXHIBIT 4

information offered or so obtained and the actual conditions encountered during performance of any of the Work.

6. SUBMITTER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this SOQ, Submitter:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with it SOQ is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Submitter or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

7. SUBMITTER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this SOQ, the Submitter, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from this procurement process, to the best of its knowledge and belief:

- (c) No attempt has been made or will be made by the Submitter to induce any other person, partnership or corporation to submit, or not to submit, a SOQ for the purpose of restricting competition;
- (d) Submitter has not directly or indirectly induced or solicited any other person, partnership or corporation to submit a false or sham SOQ; and
- (e) Submitter has not sought by collusion to obtain for itself any advantage for the Work over any other Submitter for the Work or over CRRA.

8. SUBMITTER'S REPRESENTATIONS CONCERNING RFQ FORMS

By submission of this SOQ, the Submitter, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of disqualification from the procurement process all of the forms included in the RFQ that are submitted to CRRA as part of its SOQ are identical in form and content to the preprinted forms in the RFQ Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

9. SUBMITTER'S WAIVER OF DAMAGES

Submitter and all its affiliates and subsidiaries understand that by submitting a SOQ, Submitter is acting at its and their own risk and Submitter does for itself and all its

EXHIBIT 4

affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all SOQs by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

10. SUBMITTER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5.2 and Exhibit 2 [SEEC Form 11] of the RFQ Package Documents.

11. ATTACHMENTS

The following documents are attached hereto and made a part of this SOQ:

- (a) The completed SOQ Form;
- (b) The completed Background Questionnaire Form;
- (c) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors, and Occupational Health and Safety Form;
- (d) The completed Background, Experience and Financial Information Form;
- (e) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Submitter and signed before a Notary Public or Commissioner of the Superior Court; and
- (f) The completed Business Exceptions Form.

12. NOTICES

Communications concerning this SOQ should be addressed to Submitter at the address set forth below.

EXHIBIT 4

Submitter Name:	
Submitter Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

13. ADDITIONAL REPRESENTATION

Submitter hereby represents that the undersigned is duly authorized to submit this SOQ on behalf of Submitter.

AGREED TO AND SUBMITTED ON _____, 20 11

Name of Submitter (Firm):	
Signature of Submitter Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	

EXHIBIT 5



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT 5

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

EXHIBIT 5

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) Of _____ (Firm Name), the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 20 11

Notary Public/Commissioner of the Superior Court

EXHIBIT 6



BACKGROUND, EXPERIENCE AND FINANCIAL INFORMATION FORM

In the spaces provided below:

1. Summarize work performed/services provided of a similar nature to that contemplated by this RFQ which has been performed by the Submitter and which will enable CRRA to evaluate the experience and professional capabilities of the Submitting entity.
2. Describe submitter's general management plan. If Submitter has multiple offices, which offices and who within those offices would have direct responsibility for overseeing and managing the Agreement/Services if awarded the Agreement for Services. Please review the relevant experience of the team.
3. If Submitter or any member of the Submitter's team that will be involved in the provision of the Services contemplated by this RFQ, including any Guarantor, is a partnership or joint venture, Submitter shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:
 - Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
 - A description of the obligations of the partners to CRRA, specifically addressing if the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the Services contemplated by this RFQ.
4. Provide a general overview of the Submitter's relevant experience as a wholesale buyer and seller of electricity including participation in NEPOOL and in the ISO-NE market:
5. Submitter must indicate that it will, if awarded an Agreement, maintain for the duration of the Term of Agreement a Market Participant Service Agreement and be subject to the ISO-New England Billing Policy.

EXHIBIT 6

6. Describe any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related companies and actual and pending litigation in which Submitter is involved.

7. Describe in detail any circumstance in which the bidder was deemed to be in default or noncompliance of a wholesale contract obligation to delivery capacity, energy or full requirements service within the past five years. If the bidder has not defaulted on any wholesale contract obligations in the last five years, please so indicate.

8. Submitter or its Guarantor must be able to meet the credit requirements of the Agreement. The Submitter or its Guarantor must possess a senior unsecured long-term debt credit rating of at least "Investment Grade," or the Submitter (if awarded the Agreement), must provide a Letter of Credit in the amount of \$1,000,000 for each Contract Year awarded. To be deemed Investment Grade the Submitter or its Guarantor must possess an unsecured long-term debt rating of "Baa1" or better from Moody's Investors Service or "BBB+" or better from either Standard & Poor's Corporation or Fitch Investor's Services. If there are split ratings, the lowest rating will apply.

Indicate below whether or not Submitter satisfies the investment grade requirements stipulated above.

9. If Submitter indicated above that it does not satisfy the investment grade requirements, indicate below how Submitter (if awarded the Agreement) anticipates providing the required contract security or guarantee, whether or not Submitter's Guarantor, if any, satisfies the investment grade requirements (provide name of Guarantor) and provide evidence demonstrating the ability of the Guarantor to satisfy the financial requirements described herein..

10. If Submitter and/or the Guarantor are unable to satisfy the Guarantor Investment Grade requirements the Submitter (if awarded the Agreement), must submit a Letter of Credit. The letter of credit shall be in the amount of \$1,000,000 for each Contract Year. If the Submitter has a Guarantor, the Submitter (if awarded the Agreement) shall provide a Guaranty executed by such Guarantor to cover the bidder's payment obligations associated with this solicitation, including but not limited to the Agreement. Indicate below whether Submitter (if awarded the Agreement) can satisfy the above Letter of

EXHIBIT 6

Credit and Guaranty requirements.

11. Indicate how the bidder anticipates providing the required contract security or guarantee. If a guarantee is to be provided, indicate the name of the entity which will provide the guarantee and provide evidence demonstrating the ability of the guarantor to satisfy the financial requirements described herein.

12. Forms 10-K and 10-Q for the prospective bidder or its parent, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable (if these material are available on line, please provide in the space below the web site address at which the financial statements can be reviewed and downloaded).

If not a publically traded firm, enclose with your SOQ submittal certified financial statements, including balance sheet and statements of income and cash flow for the two previous fiscal years and the most recent quarterly interim periods.

Entities interested in serving as an energy Agent for the JTF (Business Arrangement 1 as described on page 4 of this RFQ), must indicate such interest by providing responses to items 12, 13 and 14 below.

13. Describe relevant experience in developing offer strategies for the ISO-NE's Locational Forward Reserve Market (LFRM).

14. Describe the considerations in developing an offer strategy for the LFRM, including an example offer based on the illustrative performance characteristics for the Jets.

15. Describe any other advantages offered that better position you to serve in this role (e.g., other facilities under your control which could be used for assignment of LFRM obligations).

EXHIBIT 7



QUESTIONNAIRE CONCERNING AFFIRMATIVE ACTION, SMALL BUSINESS CONTRACTORS AND OCCUPATIONAL HEALTH AND SAFETY

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input style="width: 100px;" type="text"/>		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT 7

9A. How many subcontractors will be involved?

LIST OF ACRONYMS

RCSA - Regulations of Connecticut State Agencies
CHRO - State of Connecticut Commission on Human Rights and Opportunities
DAS - State of Connecticut Department of Administrative Services

FOOTNOTES

- ¹ If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Small Business Enterprise:

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

EXHIBIT 8



AFFIDAVIT CONCERNING NONDISCRIMINATION

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "Mid-Connecticut Power Purchase Agreement" (the "Agreement") and/or the Jet Turbine Facility Power Purchase Agreement (the "JTF Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 11

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

EXHIBIT 8

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

EXHIBIT 9



BUSINESS EXCEPTION FORM

Using this form (add additional sheets of paper as needed), the Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor") shall identify any portion of the Work/Services required or described in the RFQ Package of Documents and the "Mid-Connecticut Power Purchase Agreement" (Attachment 1 to this RFQ) and the "Jet Turbine Facility Power Purchase Agreement" under a Business Arrangement 2 scenario (Attachment 2 to this RFQ) that Contractor desires to take exception to, if any. Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work/Services Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative Work/Services or conditions Contractor is willing to provide or accept as a substitution for the Work/Services or business terms to which Contractor has taken exception, if any. If Contractor does not take exception to any portion of the Work/Services required or described in this RFQ Package Documents and the Agreement, Contractor shall simply indicate below that Contractor "takes no exceptions", and submit this form along with the other SOQ forms as part of its SOQ submittal. Note that CRRA will consider only those items identified by Contractor on this Business Exception Form. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and, therefore, cannot be waived.

If Submitter is interested in the Business Arrangement 1, whereby Submitter would serve as CRRA's Agent for the JTF, submitter should indicate below for CRRA's review and consideration, the material terms and conditions under which submitter would serve as Agent.

Description of Exception Item	Reason for Exception	Proposed Alternative
1.		
2.		

EXHIBIT 9

	Description of Exception Item	Reason for Exception	Proposed Alternative
3.			
4.			
5.			
6.			
7.			

EXHIBIT 9

Description of Exception Item	Reason for Exception	Proposed Alternative
8.		

ATTACHMENT 1

FORM OF

**MID-CONNECTICUT RESOURCE RECOVERY
FACILITY POWER PURCHASE AGREEMENT**

TABLE OF CONTENTS

1.	DEFINITIONS; CONSTRUCTION.....	3
2.	TERM	7
3.	OBLIGATION TO SELL AND TO PURCHASE PRODUCTS	8
4.	CONTRACT PRICES FOR PURCHASE.....	8
5.	DELIVERY POINTS.....	8
6.	OPERATION AND SCHEDULING OF FACILITIES.....	9
7.	SUSPENSION OF DELIVERIES	10
8.	PAYMENT	10
9.	EVENTS OF DEFAULT AND REMEDIES	11
10.	CREDITWORTHINESS	14
11.	AUDIT RIGHTS.....	14
12.	GOVERNMENT ACTIONS	14
13.	TITLE AND RISK OF LOSS.....	15
14.	INDEMNIFICATION.....	15
15.	LIMITATION OF REMEDIES AND DAMAGES	16
16.	DISPUTE RESOLUTION	16
17.	FORCE MAJEURE	17
18.	ASSIGNMENT.....	17
19.	NOTICES.....	18
20.	APPLICABILITY	19
22.	MODIFICATION	20
23.	INTERPRETATION.....	20
24.	COUNTERPARTS	20
25.	NO DUTY TO THIRD PARTIES	20
26.	SEVERABILITY	20

Attachments to Agreement

SCHEDULE A	Contract Prices
EXHIBIT 1	Sample Early Termination Settlement Calculations
EXHIBIT 2	Performance Bond
EXHIBIT 3	Letter of Credit
EXHIBIT 4	SEEC 11 Notification
EXHIBIT 5	Affidavit Concerning Nondiscrimination
EXHIBIT 6	Affidavit Concerning Consulting Fees
EXHIBIT 7	Contractor's Certification Concerning Gifts
EXHIBIT 8	President's Certification Concerning Gifts
EXHIBIT 9	Seller's Required Approvals
EXHIBIT 10	Purchaser's Required Approvals

MID-CONNECTICUT RESOURCE RECOVERY FACILITY POWER PURCHASE

AGREEMENT

This POWER PURCHASE AGREEMENT (this "PPA") is made as of _____ (the "Effective Date") by and between CONNECTICUT RESOURCES RECOVERY AUTHORITY ("Seller"), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, and [PURCHASER NAME] ("Purchaser"), a [DESCRIPTION OF PURCHASER]. Seller and Purchaser are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller owns and operates the Facilities (as hereinafter defined) located in Hartford, Connecticut, for the generation of certain electric products (as hereinafter defined, the "Products") from the combustion of municipal solid waste; and

WHEREAS, Seller's sale of the Products will support Seller's provision of municipal solid waste services; and

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Products, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. DEFINITIONS; CONSTRUCTION

(a) Definitions:

For the purposes of this PPA the following terms shall have the meanings set forth below. Any capitalized term contained but not defined herein shall have the meaning ascribed to such term in the NEPOOL Agreement and associated market rules.

Affiliate of a person shall mean any other person controlling, controlled by or under common control with such first person. For purposes hereof, (i) "person" shall mean a natural person, a corporation, partnership, limited liability company, trust or any other organization or entity however organized; and (ii) control shall mean the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Ancillary Services include Ten-Minute Spinning Reserve, Ten-Minute Non-Spinning Reserve, 30-Minute Operating Reserve and Regulation, all as defined in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Bankrupt means the applicable entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise is adjudicated bankrupt or becomes insolvent, (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Business Day shall mean any Monday through Friday, inclusive, that is not a Legal Holiday.

Capacity shall mean the rated and continuous load-carrying ability, expressed in megawatts or megavolt-amperes, of generation, transmission, or other electrical equipment, as defined in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Claim shall have the meaning set forth in Section 14(a).

Carbon Credits shall mean any tradable credit, permit or other offset generated by the Facilities and which permits the holder thereof to emit a set quantity of carbon dioxide.

Commencement Date shall have the meaning set forth in Section 3(a).

Commission shall have the meaning set forth in Section 28.

Contract Prices shall have the meaning set forth in Section 4.

Contract Quantities shall mean for any relevant period, the quantities of Products delivered by Seller to Purchaser hereunder.

Contract Year shall mean each period beginning on July 1 and ending on the following June 30 during the Term, except the First Contract Year.

Credit Event shall have the meaning set forth in Section 10(b).

Day-Ahead Energy Market means has the meaning set forth in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Defaulting Party shall have the meaning set forth in Section 9(a).

Delivery Points shall have the meaning set forth in Section 5(a).

Early Termination shall have the meaning set forth in Section 9(b).

Early Termination Date shall have the meaning set forth in Section 9(b).

Effective Date shall mean the date first written above.

Energy means power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours, as defined in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Event of Default shall have the meaning set forth in Section 9(a).

Expiration Date shall have the meaning set forth in Section 2(a).

Facilities means Seller's steam-turbine electric generating facility located at 1 Reserve Road, Gate 20, Hartford, Connecticut, including any replacements thereof or additions thereto; excluding, however, the four FT4 Pratt and Whitney twin-pac jet-fuel gas turbine electric generating units, numbers 11 through 14 and associated equipment, located at Maxim and Reserve Road in the city of Hartford, Connecticut, and more commonly known as the South Meadow jets.

First Contract Year means the period beginning on the Commencement Date and ending on the following June 30th.

Good Industry Practices means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the combustion of solid waste and commonly used in generation facility engineering and operations to operate and maintain equipment equivalent to the Facilities during the relevant time period. Good Industry Practices shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts shall be consistent with full compliance with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Industry Practices is not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the generation industry in the United States.

Guaranty shall have the meaning set forth in Section 10(a).

Indemnified Party shall have the meaning set forth in Section 14(b).

Indemnifying Party shall have the meaning set forth in Section 14(b).

ISO-NE shall mean ISO-New England, Inc., its successor, or any other independent system operator designated by NEPOOL (or other appropriate authority) for the NEPOOL Control Area in New England.

Interest Period shall have the meaning set forth in Section 8(b).

Investment Grade shall mean, with respect to (1) the Purchaser or Purchaser's Guarantor (as the case may be); or (2) a Qualified Assignee or such Qualified Assignee's guarantor (as the case may be); an unsecured long-term debt credit rating of BBB- from Standard & Poor's Rating Group and/or Baa3 from Moody's Investors Services, Inc.

Lead Participant shall have the meaning set forth in the NEPOOL Agreement.

Legal Holiday shall mean any holiday in the State of Connecticut defined as such in Conn. Gen. Stat. § 1-4, as the same may be amended, supplemented or superseded from time to time.

Non-Defaulting Party shall have the meaning set forth in Section 9(b).

NEPOOL shall mean the New England Power Pool or its successor.

NEPOOL Agreement shall mean the New England Power Pool Second Restated NEPOOL Agreement in effect as of the date hereof, as the same may be amended, supplemented or superseded from time to time.

Products shall mean certain electric products produced by or associated with the Facilities, being Energy and Ancillary Services; excluding, however, Capacity, Renewable Energy Certificates and Carbon Credits.

Purchaser's Guarantor shall mean an Affiliate of Purchaser possessing a senior unsecured debt credit rating of at least Investment Grade.

Purchaser Required Approvals shall have the meaning set forth in Section 29(b)(iii).

Qualified Letter of Credit shall mean and refer to a letter or letters of credit in an initial amount equal to ONE MILLION U.S. DOLLARS (\$1,000,000) for each Contract Year under this PPA and decreasing in an amount equal to ONE MILLION U.S. DOLLARS (\$1,000,000) at the conclusion of each Contract Year under this PPA (excluding, however, the First Contract Year), and expiring not earlier than the date upon which all of Purchaser's obligations to Seller hereunder have been extinguished (or earlier date as determined by Seller consistent with this PPA) issued by a commercial bank reasonably acceptable to Seller having a credit rating of A or greater from Standard & Poor's Rating Group or its equivalent from Moody's Investors Services, Inc and chartered within the United States of America or the State of Connecticut and having assets of not less than \$500,000,000, in the form of letter of credit attached hereto as **Exhibit 3** (or otherwise in form acceptable to Seller in its sole discretion), which allows Seller to draw the full amount of credit thereunder upon the occurrence of an Event of Default under this PPA or failure to renew or amend such letter of credit in a manner acceptable to Seller consistent with Purchaser's obligations under this PPA.

Renewable Energy Certificates shall mean financial credits generated by a Class II renewable energy resource as defined in Conn. Gen. Stat. § 16-1(a)(27), as the same may be amended, supplemented or superseded from time to time, including as the result of any reclassification of the Facilities with respect to such financial credits.

Scheduling Deadline shall mean the time of day by which the Facilities must be self-scheduled into the Day-Ahead Energy Market, as provided in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Seller Required Approvals shall have the meaning set forth in Section 29(a)(iii).

Settlement Amount shall have the meaning set forth in Section 9(c).

Term shall have the meaning set forth in Section 2(a).

(b) Construction:

As used in this PPA, except as otherwise expressly provided or unless the context otherwise requires:

- (i) the terms defined in this PPA include the plural as well as the singular;
- (ii) any accounting terms not defined in this PPA have the meanings assigned to them in accordance with generally accepted accounting principles;
- (iii) the words “herein,” “hereof” and “hereunder” and words of similar import refer to this PPA as a whole and not to any particular Article, Section or other subdivision;
- (iv) the words “include” and “including” shall be deemed to be followed by the words “without limitation,” whether or not so followed;
- (v) words of any gender shall be construed to include any other gender; and
- (vi) in the case of any discrepancy or conflict between the name and title of any person referred to herein, the title shall control.

2. TERM

- (a) Term: The term of this PPA (the “Term”) shall commence on the Effective Date and shall expire on [DATE] (the “Expiration Date”), unless sooner terminated pursuant to Section 9 hereof; however, the obligations of the Parties hereunder shall commence on the Commencement Date.
- (b) Survivorship: Following the end of the Term, the Parties shall have no further delivery or purchase obligations hereunder; provided, however, the applicable provisions of this PPA shall continue in effect after the expiration or earlier termination hereof, to the extent necessary to provide for final accounting, final billing, billing adjustments, resolution of

any dispute and final payments. All indemnity and confidentiality obligations and billing verification rights shall survive for twelve months after the Expiration Date or any Early Termination Date under Section 9 hereof.

3. OBLIGATION TO SELL AND TO PURCHASE PRODUCTS

- (a) Delivery Obligation: Commencing on June 1st, 2012 (the “Commencement Date”) and continuing through and including the Expiration Date or any Early Termination Date, Seller shall sell and deliver, or cause to be delivered, to Purchaser and Purchaser shall purchase and receive, or cause to be received, the Products. Purchaser shall not be responsible for Energy necessary for station service for the Facilities or for any costs associated with such station service. Seller shall retain title to and the financial benefits associated with Capacity, Renewable Energy Certificates and Carbon Credits associated with the Facilities. Purchaser agrees that the Products (and Purchaser’s entitlement hereunder to the Products) do not include such Capacity, Renewable Energy Certificates or Carbon Credits.
- (b) Purchase Obligation. Seller’s obligation to sell and deliver, and Purchaser’s obligation to purchase the Products, shall be satisfied when Seller has sold and delivered, and Purchaser has purchased, all Products produced by or associated with the Facilities from the Commencement Date through and including the Expiration Date or any Early Termination Date.
- (c) Unit Contingency: Seller’s obligations to deliver the Products and Purchaser’s obligation to take and pay for the Products delivered hereunder, is contingent upon the actual operation of the Facilities. Seller shall not be responsible to Purchaser for providing replacement Products in the event of any scheduled or unscheduled outages of the Facilities caused by any reason (including without limitation Force Majeure) or as otherwise expressly provided in this PPA.

4. CONTRACT PRICES FOR PURCHASE

The “Contract Prices” payable by Purchaser for all Products delivered to it by Seller hereunder are set forth in Schedule A hereto.

5. DELIVERY POINTS

- (a) Delivery Points: The delivery point for the Products delivered by Seller to Purchaser hereunder from the Generators shall be the South Meadows NEPOOL PTF, ISO NE Asset Nodes 580 and 581, as such nodes are identified and defined in the NEPOOL Agreement (collectively, the “Delivery Points”).
- (b) Transmission: Seller shall be responsible for any transmission arrangements, including transmission losses and loss charges, and any related services necessary to deliver and transmit Products sold hereunder to the Delivery Points. Purchaser shall be responsible for any transmission arrangements, including transmission losses and loss charges and

any related services necessary to receive and transmit the Products purchased hereunder from the Delivery Points.

6. OPERATION AND SCHEDULING OF FACILITIES.

- (a) Operations: The Facilities shall be operated by Seller or its contractor. The Facilities shall be operated in accordance with Good Industry Practices, and NEPOOL requirements and standards. Seller or its contractor shall provide a production forecast for the Facilities sufficient for Purchaser to self-schedule the out put of the Facilities into the Day-Ahead Energy Market. Producer, as Lead Market Participant pursuant to Section 6(b) hereof, shall be responsible for direct communications with ISO-NE or its satellite operator with regard to the hourly actual production of the Facilities. The Parties shall communicate with each other regarding any and all directions received from ISO-NE.
- (b) Asset Registration: Purchaser shall be designated as the Lead Market Participant for the Facilities. As Lead Market Participant, Purchaser shall self-schedule the Facilities into the Day-Ahead energy Market not later than the Scheduling Deadline, based upon the forecast provided by Seller or its contractor pursuant to Section 6(a) hereof. In addition and as Lead Market Participant, Purchaser shall do those things necessary under the NEPOOL Agreement and associated market rules, and as otherwise reasonably required in order for Seller to receive Seller's entitlements to Capacity, Renewable Energy Certificates and Carbon Credits associated with the Facilities, including any registration or marketing tasks with respect thereto.
- (c) Notification: Seller shall provide notice to Purchaser as soon as practicable of any other curtailment or interruption in the deliveries of Products hereunder, including interruption due to a forced outage of any of the Facilities. At least [#] days prior to the Commencement Date with respect to the First Contract Year, and to April 1 preceding each Contract Year thereafter, Seller shall provide Purchaser a schedule of expected delivery of Energy from the Facilities, which schedule shall state the estimated dates of operation, amount of production, anticipated shutdowns and reductions of output and the reasons therefore, and the dates and durations of scheduled maintenance, including a specification of maintenance requiring shutdown or reduction in the output of the Facilities which can be reasonably expected to occur during each Contract Year. Subject to Good Industry Practices and NEPOOL standards, Purchaser may request Seller and Seller shall make a good faith attempt to accommodate Purchaser's reasonable request to revise the schedule for the timing and duration of scheduled maintenance outages or reduction of output of the Facilities during any Contract Year. Subject to Good Industry Practices and Seller's or its contractor's requirement of approximately one month of scheduled downtime for maintenance per solid waste train per year, Seller shall make a good faith attempt to schedule routine maintenance on weekends or during off-peak hours on weekdays consistent with satisfying Purchaser's reasonable requirements for the Products from the Facilities. Seller may change its maintenance schedule with respect to the timing and duration of any scheduled maintenance outage, test time or reduction of

the Facilities' output when necessary to satisfy Good Industry Practices, during any Contract Year hereunder; provided, however, Purchaser may request that Seller (and Seller shall make good faith attempts to) accommodate Purchaser's reasonable requests to revise such changes in Seller's maintenance schedule.

7. SUSPENSION OF DELIVERIES

The Parties agree that if Seller is required by ISO-NE or NEPOOL to suspend deliveries of any of the Products, Purchaser shall have no obligation to accept or to pay for, and Seller shall not be obligated to deliver, such Products under this PPA during the period of such suspension (and for no longer period); provided, however, such suspension shall not relieve the Parties of their respective obligations set forth in Section 3.

8. PAYMENT

- (a) Invoicing and Payment: Seller shall deliver an invoice to Purchaser each month for the Contract Quantities of Products delivered by Seller hereunder during the immediately preceding calendar month. On and after the Commencement Date, Purchaser shall pay to Seller on or before the 25th day following Purchaser's receipt of an invoice from Seller an amount equal to the Contract Prices for such Products as were delivered by Seller during such calendar month.
- (b) Late Payment: Any invoiced amounts that are not paid when due hereunder shall bear interest from the due date until paid (an "Interest Period") at an annual rate equal to the lesser of (i) four percent (4%) above the Prime Rate (sometimes referred to as the Base Rate) for large commercial loans published in The Wall Street Journal under "Money Rates," or, if such rate is not so published, then the prime lending rate for large commercial loans quoted by Citibank, N.A., or its successors, as such rate may be in effect from time to time during an Interest Period, or (ii) the maximum interest rate allowed by law from time to time during an Interest Period.
- (c) Adjustments to Invoice: In the event adjustments are required to correct inaccurate measurements of Products delivered to Purchaser, the parties shall resolve such adjustments in a manner consistent with the NEPOOL Agreement and/or applicable rules and regulations of ISO-NE. The amount of the adjustments shall be paid, without interest, by the party responsible for such payment within thirty (30) days following its receipt of notice of the amount due. All claims for adjustments shall be waived as to any deliveries of Products made more than twelve (12) months preceding the date of discovery of such inaccuracy.
- (d) Disputed Amounts: Purchaser may, in writing, dispute the amounts invoiced pursuant to subsections (a) or (c), in which event, Purchaser shall pay the undisputed amount when due. The disputed amount may be held by Purchaser until the dispute has been resolved; provided that Purchaser shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which shall be calculated in the same manner as interest on late payments above. Upon resolution of any such dispute in favor

of the Party making payment hereunder, all amounts overpaid, except amounts described under subsection (c), shall be returned with interest from the date of the original payment at the interest rate set forth in subsection (b) hereinabove. Neither Party shall have the right to dispute an invoice after a period of twelve (12) months from the date the invoice was due or an estimated invoice finalized.

9. EVENTS OF DEFAULT AND REMEDIES

- (a) Events of Default. An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:
- (i) the failure to make, when due, any payment required pursuant to this PPA if such failure is not remedied within three (3) Business Days after written notice;
 - (ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
 - (iii) the failure to perform any material covenant or obligation set forth in this PPA (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice;
 - (iv) such Party shall become Bankrupt;
 - (v) the failure of such Party to satisfy any covenants, conditions or requirements under Section 10 hereof;
 - (vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this PPA to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
 - (vii) with respect to Seller, passage in either chamber of the Connecticut General Assembly of proposed legislation, which, if subsequently enacted, would render the representations provided by Seller under Section 29 no longer true or accurate;
 - (viii) or, with respect to such Party’s Guarantor (if applicable):
 - (1) if any representation or warranty made by a Guarantor in connection with this PPA is false or misleading in any material respect when made or when deemed made or repeated;
 - (2) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with

this PPA and such failure shall not be remedied within three (3) Business Days after written notice;

- (3) the Guarantor shall become Bankrupt;
- (4) the failure of the Guarantor's guaranty to be in full force and effect for purposes of this PPA (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or
- (5) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

- (b) Declaration of an Early Termination Date: If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right to (i) accelerate termination of the Agreement ("Early Termination") and designate a Business Day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date"); (ii) accelerate all amounts owing between the Parties under this PPA and to liquidate and terminate this PPA (iii) withhold any payments due to the Defaulting Party under this PPA; and/or (iv) suspend performance. The amount payable in the Event of Default and an Early Termination of this PPA shall be determined pursuant to Sections 9(c) and (d) below.
- (c) Settlement Payment: Upon the occurrence of an Early Termination, the Non-Defaulting Party shall calculate a "Settlement Amount" as follows:

Settlement Amount = Market Payment at Early Termination - Contract Payment at Early Termination

Market Payment at Early Termination = Hub Payment at Early Termination x Agreement Price Ratio

Contract Payment at Early Termination = for each remaining month of the Term: (the respective Monthly Peak Contract Price x Peak Project Monthly Quantities) + (the respective Monthly Off-Peak Contract Price x Off-Peak Project Monthly Quantities)

Hub Payment at Early Termination = for each remaining month of the Term: sum of all monthly (ISO-NE Off-Peak LMP Swap Price (\$/MWh) at the Early Termination Date x Off-Peak Project Monthly Quantities) + (ISO-NE Peak LMP Swap Price (\$/MWh) at the Early Termination Date x Peak Project Monthly Quantities)

Project Monthly Quantities equal:

Peak Off-Peak

[To be added]

Agreement Price Ratio = Contract Payment at Contract Execution / Hub Payment at Contract Execution

Contract Payment at Contract Execution = for each month of the Term for which project deliveries are anticipated under the Project Monthly Quantities schedule: sum of all (Monthly Peak Contract Price x Peak Project Monthly Quantities) + (the respective Monthly Off-Peak Contract Price x Off-Peak Project Monthly Quantities)

Hub Payment at Contract Execution = for each month of the Term for which deliveries are anticipated under the Project Monthly Quantities schedule: sum of all monthly (ISO-NE Off-Peak LMP Swap Price (\$/MWh) at the Contract Execution Date x Off-Peak Project Monthly Quantities) + (ISO-NE Peak LMP Swap Price (\$/MWh) at the Contract Execution Date x Peak Project Monthly Quantities)

ISO-NE Peak LMP Swap and ISO-NE Off-Peak LMP Swap Prices are the current daily index price for future wholesale monthly energy traded at the ISO-NE Mass Hub location, as published by CME ClearPort

Contract Payments at Early Termination and Market Payments at Early Termination are prorated for incomplete months based on the remaining number of days in the month relative to the total number of days in the month.

If LMP prices are not available for any months then prices will be interpolated or extrapolated for adjacent months.

All Payments for multi-year contracts are discounted using an 8% discount rate.

Subject to Section 9(d), the Settlement Amount, if positive, shall be remitted by Seller to the Purchaser; if negative, by Purchaser to the Seller. Examples of calculations of the Settlement Amount are attached hereto as **Exhibit 1**.

- (d) **Termination Payment**: The Non-Defaulting Party shall calculate one single liquidated Termination Payment payable by one Party to the other, under which such calculation the accelerated payments under Section 9(b) above, and any other amounts owed under this PPA shall be either (i) added to or (ii) withheld, netted, recouped and/or set off against the Settlement Amount, as applicable depending on the Party to whom the Settlement Amount is owing as a result of the Early Termination of this PPA. As soon as practicable after an Early Termination Date, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and shall indicate the underlying assumptions, quotations, prices and forecasts, used to calculate the same. The Termination Payment shall be paid by the owing Party within two (2) Business Days after such notice. If the Defaulting Party disagrees with the calculation of the Termination Payment, the full Termination Payment shall be paid

and the Defaulting Party shall have the right to dispute the calculation pursuant to Section 16 of this PPA.

- (e) Specific Performance: Upon Seller's or Purchaser's failure to perform any obligation of this PPA, the other Party, in addition to the rights and remedies described in specific sections of this PPA, and except to the extent specifically limited by this PPA, may seek, at its election, remedies in the form of injunctive relief or specific performance.

10. CREDITWORTHINESS

- (a) Purchaser's Guaranty: If on the Effective Date the Purchaser does not have a credit rating of at least Investment Grade, then the Purchaser shall provide to Seller within ten (10) days after the Effective Date, either a written performance guarantee in the form attached hereto as **Exhibit 2** (the "Guaranty"), from Purchaser's Guarantor, or a Qualified Letter of Credit in the form attached hereto as **Exhibit 3**, as applicable. The provision of said Guaranty or of said Qualified Letter of Credit, as applicable, shall be a condition precedent to the effectiveness of this PPA.
- (b) Additional Assurances: If at any time during the Term, any of the following events (a "Credit Event") shall occur, (i) Purchaser fails to provide or maintain a performance guarantee from Purchaser's Guarantor under Section 10(a) above (if applicable), (ii) Seller notifies Purchaser in writing that it has received a notice of disaffirmance, revocation or termination from Purchaser's Guarantor under the Guaranty, or (iii) the credit rating assigned to the senior unsecured debt obligations of Purchaser or Purchaser's Guarantor (as applicable), falls below Investment Grade, then Purchaser shall provide to Seller, within three (3) Business Days after the occurrence of such Credit Event, a Qualified Letter of Credit. For so long as such Credit Event shall continue, Purchaser shall maintain and/or shall extend or renew such Qualified Letter of Credit within thirty (30) days prior to any scheduled expiration date set forth in an existing Qualified Letter of Credit.

11. AUDIT RIGHTS

Seller and Purchaser shall each have the right throughout the Term and for a period of twelve months following the end of the Term, upon reasonable prior notice, to audit the records of the other party to the limited extent necessary to verify the basis for any claim by a Party for payments from the other Party or to determine a Party's compliance with the terms of this PPA. Seller shall make all such records available at its office in Hartford, Connecticut during normal business hours and Purchaser shall make all such records available at its office in [LOCATION] during normal business hours. Each Party shall bear its own costs for any such audits.

12. GOVERNMENT ACTIONS

Seller and Purchaser shall at all times comply with all valid and applicable federal, state and local laws, rules, regulations and orders. On and prior to the Effective Date, Seller

shall obtain and retain any permits, licenses, approvals or other governmental authorizations required for Seller to perform pursuant to this PPA for the Term. Purchaser shall cooperate with Seller to obtain and retain such permits, licenses, approvals and authorizations to the extent reasonably requested by Seller.

13. TITLE AND RISK OF LOSS

Seller warrants that it will deliver to Purchaser the Products purchased hereunder free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to Seller's delivery of the Products the Delivery Points. Title to and risk of loss related to the Products delivered hereunder shall transfer from Seller to Purchaser at the Delivery Points.

14. INDEMNIFICATION

- (a) On and after the Effective Date, Seller and Purchaser shall each, to the extent permitted by law, indemnify, defend and hold the other, its officers, employees and agents (including but not limited to affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever, including, but not limited to claims against title or for personal injury (including death) or property damage or otherwise asserted by a third party (a "Claim") that arise from or out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such party or which is in any manner connected with the performance of this PPA by such Party, except to the extent that such Claim may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- (b) If any third party shall notify a Party hereto (the "Indemnified Party") with respect to a Claim which may give rise to a claim for indemnification against the other Party hereto (the "Indemnifying Party") under this Section 14, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing and inquire as to whether the Indemnifying Party intends to defend the Indemnified Party against such claim; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.
- (c) Any Indemnifying Party will have the right to defend the Indemnified Party against the Claim at the cost and expense of the Indemnifying Party with counsel of its choice so long as the Indemnifying Party notifies the Indemnified Party in writing within fifteen days after the Indemnified Party has given notice of the Claim that (x) the Indemnifying Party will indemnify, to the extent permitted by law, the Indemnified Party from and against the entirety of any losses the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Claim, and (y) the Indemnifying Party will not seek to assert against the Indemnified Party any legal defense to its indemnification obligations hereunder with respect to the Claim.

- (d) So long as the Indemnifying Party is conducting the defense of the Claim, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Claim, (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld), and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim, unless written agreement is obtained releasing the Indemnified Party from all liability thereunder.
- (e) In the event that the Indemnifying Party does not send the notice provided for in clause (c) above within fifteen days after the Indemnified Party has given notice of the Claim to the Indemnifying Party, then the Indemnified Party shall thereafter be entitled to defend against the Claim with counsel of its choice and the Indemnifying Party's right to defend against the Claim shall terminate. The Indemnifying Party will reimburse the Indemnified Party for the reasonable costs of defending the Claim (including reasonable attorneys' fees and expenses) in addition to paying any amounts to which the Indemnified Party is otherwise entitled to from the Indemnifying Party hereunder.

This Section 14 shall survive termination of this PPA.

15. LIMITATION OF REMEDIES AND DAMAGES

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS PPA SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER SELLER NOR PURCHASER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, ABSOLUTE OR STRICT LIABILITY, ULTRA HAZARDOUS ACTIVITY OR STATUTORY LIABILITY) OR OTHERWISE, IN CONNECTION WITH THE PERFORMANCE OF THIS PPA EXCEPT AS SPECIFICALLY SET FORTH IN THIS PPA.

16. DISPUTE RESOLUTION

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this PPA or the breach hereof, which the Parties are unable to resolve themselves, shall be resolved by the Superior Court for the Judicial District of Hartford at Hartford, Connecticut (and the appellate courts thereof), unless the Parties agree to do so by arbitration or mediation. Any such arbitration or mediation proceedings shall be held in Hartford, Connecticut.

17. FORCE MAJEURE

- (a) Force Majeure: Each Party shall exercise due diligence and reasonable care and foresight to perform its obligations hereunder. Neither Party shall be considered to be in default with respect to any obligation hereunder if prevented or delayed from fulfilling such obligation by fire, strikes or other labor difficulties, casualties, civil or military authority, civil disturbance or riot, war, acts of God, acts of public enemy, drought, earthquake, flood, explosion, hurricane, lightning, landslide, or similar cataclysmic occurrence, or other event beyond the reasonable control of the party affected ("Force Majeure"); provided, however, that Force Majeure shall not be based on (i) the loss of Purchaser's markets; (ii) Purchaser's inability economically to use or resell the Products purchased hereunder; or (iii) Seller's ability to sell the Products at a price greater than the Contract Prices.
- (b) Performance Excuse: If either Party is rendered wholly or partly unable to perform its obligations under this PPA because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected; provided, that payments due hereunder from either Party to the other when due shall not be excused by Force Majeure; and provided, further, that:
- i. The non-performing Party promptly, but in no case later than five (5) Business Days after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence describing, in detail, the nature, extent and expected duration of the Force Majeure;
 - ii. The suspension of performance shall be of no greater scope, and of no longer duration, than is reasonably required by the Force Majeure; and
 - iii. The non-performing party uses commercially reasonable efforts to remedy its inability to perform.
- (c) Strike: Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the party having such difficulty.

18. ASSIGNMENT

- (a) Assignment: Except as specified in this Section 18, the rights and obligations of the Parties to this PPA may not be assigned by either Party, and such assignment shall be void, except upon the express written consent of the other Party, which consent may be granted or withheld in the sole and absolute discretion of the non-assigning Party; provided that either Party may assign this PPA to any other person upon thirty (30) days' prior written notice to, but without the consent of, the non-assigning Party so long as (i) the assigning Party remains jointly and severally liable for the performance, when due, of its assignee's obligations hereunder, (ii) the Guaranty, if in effect at the time of assignment, shall continue in full force and effect and/or a Qualified Letter of Credit, if in effect at the time of assignment, shall continue in full force and effect and (iii) the assignee shall have affirmatively assumed the obligations of the assigning Party hereunder in writing. Any such notice of assignment shall set forth in reasonable detail the name, legal status, address, contact information and the personnel that would be responsible for administration of this PPA.
- (b) Bond Assignment by Seller: Seller shall have the right to assign its rights and obligations hereunder without the consent of Purchaser as collateral security to any trustee for bonds issued by Seller or in connection with any sale, lease or loan arrangement; provided that no such assignment shall relieve Seller of responsibility or liability for the due performance of this PPA by its assignee. Purchaser agrees, upon receipt of a written request from Seller, to make all payments otherwise payable to Seller under this PPA to such trustee or secured party until Seller or such trustee or secured party shall have delivered to Purchaser a written release and termination of such assignment and Purchaser may conclusively rely on such notifications. Either Party may transfer, sell, pledge, encumber or assign this PPA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; provided, however, that such assignment shall not relieve the assigning Party of responsibility or liability for the due performance of this PPA.

19. NOTICES

Except as otherwise specified in this PPA, any notice, demand or request required or authorized by this PPA to be given shall be given in writing to a Party and delivered in person or by letter, facsimile or other documentary form. Schedules of deliveries and other operational notices may be forwarded to the e-mail address specified below to be followed by facsimile. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered, unless confirmation of such facsimile evidences the time of transmittal. Where transmitted or hand delivered after close, such notice shall be deemed received by the close of the next Business Day. Notices by overnight mail or courier shall be deemed to have been received the next Business Day after it was sent. Notices sent through regular mail shall be either mailed by registered or certified mail (return receipt requested) postage prepaid and shall be deemed received in accordance with the delivery time indicated on the receipt of such registered or certified letter. Such notices, demands or requests shall be made as specified below:

If to Purchaser:

Scheduling/Curtailment:

Payments:

Other Notices & Correspondence:

Invoices:

If to CRRA:

Scheduling/Curtailment:

Payments:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attn: Facilities Engineer
Telephone No.: 860-757-7733
Facsimile: 860-757-7742

Other Notices & Correspondence:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attn: Thomas Kirk, President
Telephone No.: 860-757-7777
Facsimile: 860-757-7742

The designation of such person and/or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section 19. Notice served shall be effective upon receipt.

20. APPLICABILITY

This PPA, and its Exhibits and Schedules attached hereto, set forth the entire agreement of the Parties with respect to the subject matter herein, and take precedence over all prior understandings between the Parties, and binds and inure to the benefit of the Parties, their successors and permitted assigns. All references herein to “Seller” or “Purchaser” shall mean and include any successor or permitted assign. This PPA shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

21. WAIVER

No waiver by either Party of the performance of any obligation under this PPA or with respect to any default or any other matter arising in connection with this PPA shall be deemed a waiver with respect to any subsequent performance, default or matter.

22. MODIFICATION

No modification or waiver of all or any part of this PPA shall be valid unless it is reduced to writing and signed by both Parties.

23. INTERPRETATION

Interpretation and performance of this PPA shall be in accordance with, and controlled by the laws of the State of Connecticut, other than any conflicts of law provision thereof, the effect of which would be to apply the substantive law of a state other than the State of Connecticut to the governance and construction of this PPA.

24. COUNTERPARTS

This PPA may be executed in any number of original or facsimile counterparts and as separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this PPA by facsimile or other electronic means, the same shall have the same force and effect as if this PPA had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

25. NO DUTY TO THIRD PARTIES

Nothing in this PPA or any action taken hereunder is intended to or shall be construed to create any duty, liability or standard of care to or from any person not a Party to this PPA. Nothing in this PPA, whether express or implied, is intended to create a third-party beneficiary to this PPA.

26. SEVERABILITY

The provisions of this PPA are severable. To the extent that any provision hereof is determined to be invalid pursuant to any applicable statute or rule of law, such invalidity

shall not effect any other provision hereof, and this PPA shall be interpreted as if such invalid provision were not a part hereof; provided, however, in such event, the Parties shall use their best efforts to reform the PPA in order to give effect to the original intentions of the Parties.

27. STANDARD OF REVIEW

Absent the agreement of the Parties to any proposed changes or amendment to this PPA, the standard of review for such changes proposed by a party, a non-party or the Federal Energy Regulatory Commission acting *sua sponte* shall be the “public interest” standard of review as set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile-Sierra Doctrine”).

28. NON-DISCRIMINATION; ADDITIONAL PURCHASER REQUIREMENTS

28.1 Nondiscrimination

Purchaser agrees to the following:

- (a) Purchaser agrees and warrants that in the performance of this Agreement Purchaser will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Purchaser that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Purchaser further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Purchaser that such disability prevents performance of the Services involved;
- (b) Purchaser agrees, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the “Commission”);
- (c) Purchaser agrees to provide each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or understanding and each vendor with which Purchaser has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Hauler’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) Purchaser agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and

(e) Purchaser agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Purchaser as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

(f) If this Agreement is a public works contract, Purchaser agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

28.2 Whistleblower Provision

If Purchaser is a large state contractor, Purchaser shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

28.3 Campaign Contribution Restriction

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, Purchaser expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as **Exhibit 4**, and will inform its principals of the contents of the notice.

28.4 Affidavit Concerning Nondiscrimination

At the time of Purchaser's submission of its Statement of Qualification, Purchaser provided CRRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as **Exhibit 5**.

28.5 Affidavit Concerning Consulting Fees

At the time of Purchaser's execution of this agreement, Purchaser simultaneously executed the Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as **Exhibit 6**.

28.6 Contractor's Certification Concerning Gifts

At the time of Purchaser's execution of this Agreement, Purchaser simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 7**.

28.7 President's Certification Concerning Gifts.

At the time of the President of CRRA's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 8**.

29. REPRESENTATIONS

(a) **Seller's Representations**: Seller hereby represents and warrants as of the date hereof to Purchaser as follows:

i. Seller is a duly constituted and validly existing body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut. Seller has all requisite power and authority to own, lease, and operate its properties and assets and to carry on its business as is now being conducted.

ii. Seller has full power and authority to execute and deliver this PPA, to perform its obligations and assume the liabilities hereunder, to consummate the transactions contemplated hereby. The execution and delivery of this PPA by Seller and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on its part and this PPA has been duly and validly executed and delivered by Seller. Subject to the receipt of the Seller Required Approvals (as defined below), this PPA constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by

applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

iii. Except as set forth in **Exhibit 9** hereto (such matters set forth on such Exhibit being herein referred to as the "Seller Required Approvals"), neither the execution and delivery of this PPA by Seller nor the consummation by Seller of the transactions contemplated hereby will (A) conflict with or result in any breach or violation of any provision of the enabling legislation and bylaws of Seller, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Seller is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Seller.

iv. Except for the Seller Required Approvals, no consent or approval of, filing with, or notice to, any governmental authority by or for Seller is necessary for the execution and delivery of this PPA by it, or the consummation by it of the transactions contemplated hereby.

(b) **Purchaser's Representation:** Purchaser hereby represents and warrants as of the date hereof to Seller as follows:

i. Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

ii. Purchaser has full corporate power and authority to execute and deliver this PPA, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this PPA by Purchaser and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action required on its part and this PPA has been duly and validly executed and delivered by Purchaser. This PPA constitutes the legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

iii. Except as set forth in **Exhibit 10** hereto (the matters set forth on such Exhibit being herein referred to as the "Purchaser Required Approvals"), neither the execution and delivery of this PPA by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby will (A) conflict with or result in any breach or violation of any provision of the certificate of incorporation or bylaws of Purchaser, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Purchaser is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Purchaser.

iv. Except for Purchaser Required Approvals, no consent or approval of, filing with, or notice to, any governmental authority by or for Purchaser is necessary for the execution and delivery of this PPA by it, or the consummation by it of the transactions contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO PPA IS NEXT PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this PPA to be executed by their respective duly authorized officers as of the date first above written.

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

By: _____
Thomas D. Kirk
Its President, Duly Authorized

[PURCHASER]

By: _____
Name

Title

SCHEDULE A

Contract Prices

EXHIBIT 1

Energy Purchase Agreement (Example of Settlement Payment for Early Termination Assuming Increased Market Prices)

Pricing Assumptions at Contract Execution

Project Monthly Quantities (MWh)	Contract Pricing (\$/MWh)		Contract Payment at Contract Execution		Hub Pricing (\$/MWh)	Hub Payment at Contract Execution	
	Peak	Off-Peak	Peak	Off-Peak		Peak	Off-Peak
July	14,000	17,400	63	48	61	46	854,000
Aug	14,400	17,700	61	46	59	44	849,600
Sep	14,300	17,700	59	43	57	41	815,100
Oct	15,100	18,000	57	41	55	39	830,500
Nov	15,000	18,100	57	41	55	39	825,000
Dec	14,200	17,800	59	43	57	41	809,400
Jan	11,600	14,500	64	45	62	43	719,200
Feb	12,900	14,600	62	44	60	42	774,000
Mar	16,400	18,900	59	43	57	41	934,800
Apr	16,600	18,300	56	42	54	40	896,400
May	17,000	19,100	56	42	54	40	918,000
Jun	16,000	18,200	61	46	59	44	944,000
Grand Total			\$10,525,000	\$ 9,171,600			\$10,170,000

Non-defaulting party established Project Monthly Quantities shown above. Grand Total \$19,696,600

Grand Total \$ 18,921,000

Agreement Price Ratio = 1.040991 (Contract Payment at Contract Execution/Hub Payment at Contract Execution)

Contract Payment at Early Termination = #####

Pricing Assumptions at Early Termination (assumes early termination triggered October 1st)

Hub Pricing (\$/MWh)	Hub Payment at Early Termination	
	Peak	Off-Peak
July	63	48
Aug	61	46
Sep	59	43
Oct	57	41
Nov	57	41
Dec	59	43
Jan	64	45
Feb	62	44
Mar	59	43
Apr	56	42
May	56	42
Jun	61	46

Grand Total \$14,682,000

Market Payment at Early Termination = Hub Payment at Early Termination x Agreement Price Ratio
 = \$ 15,283,837
 Settlement Payment = Market Payment at Early Termination - Contract Payment at Early Termination
 = \$ 601,837
 Increase in market prices results in payment to Purchaser

EXHIBIT 1 continued
Energy Purchase Agreement (Example of Settlement Payment for Early Termination Assuming
Decreased Market Prices)

Pricing Assumptions at Contract Execution

Project	Monthly Quantities (MWh)		Contract Pricing (\$/MWh)		Contract Payment at Contract Execution	
	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
July	14,000	17,400	63	48	\$ 882,000	\$ 835,200
Aug	14,400	17,700	61	46	\$ 878,400	\$ 814,200
Sep	14,300	17,700	59	43	\$ 843,700	\$ 761,100
Oct	15,100	18,000	57	41	\$ 860,700	\$ 738,000
Nov	15,000	18,100	57	41	\$ 855,000	\$ 742,100
Dec	14,200	17,800	59	43	\$ 837,800	\$ 765,400
Jan	11,600	14,500	64	45	\$ 742,400	\$ 652,500
Feb	12,900	14,600	62	44	\$ 799,800	\$ 642,400
Mar	16,400	18,900	59	43	\$ 967,600	\$ 812,700
Apr	16,600	18,300	56	42	\$ 929,600	\$ 768,600
May	17,000	19,100	56	42	\$ 952,000	\$ 802,200
Jun	16,000	18,200	61	46	\$ 976,000	\$ 837,200
					\$ 10,525,000	\$ 9,171,600
Grand Total					\$ 19,696,600	\$ 18,921,000

Non-defaulting party established Project Monthly Quantities shown above.
 Agreement Price Ratio = 1.040991 (Contract Payment at Contract Execution/Hub Payment at Contract Execution)
 Contract Payment at Early Termination = \$13,882,650

Pricing Assumptions at Early Termination (assumes early termination triggered October 15th)

Project	Hub Pricing (\$/MWh)		Hub Payment at Early Termination	
	Peak	Off-Peak	Peak	Off-Peak
July	NA	NA	NA	NA
Aug	NA	NA	NA	NA
Sep	NA	NA	NA	NA
Oct	50.6	35.88	\$ 382,030	\$ 322,920
Nov	50.6	35.88	\$ 759,000	\$ 649,428
Dec	52.44	37.72	\$ 744,648	\$ 671,416
Jan	57.04	39.56	\$ 661,664	\$ 573,620
Feb	55.2	38.64	\$ 712,080	\$ 564,144
Mar	52.44	37.72	\$ 860,016	\$ 712,908
Apr	49.68	36.8	\$ 824,688	\$ 673,440
May	49.68	36.8	\$ 844,560	\$ 702,880
Jun	54.28	40.48	\$ 868,480	\$ 736,736
			\$ 6,657,166	\$ 5,607,492

Market Payment at Early Termination = Hub Payment at Early Termination x Agreement Price Ratio
 = \$ 12,767,405
 Settlement Payment = Market Payment at Early Termination - Contract Payment at Early Termination
 = \$ (1,115,245)
 Decrease in market prices results in payment to Seller

EXHIBIT 2
PERFORMANCE BOND



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

EXAMPLE

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1986478669)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Init.

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:57:06 on 03/25/2011.

PAGE 1

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

...

EXAMPLE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:57:06 on 03/25/2011 under Order No. 8003794840_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 3

DATE OF ISSUE: _____

IRREVOCABLE STANDBY LETTER OF CREDIT No. _____

BENEFICIARY:

APPLICANT:

NAME
Address

[OR PERMITTED ASSIGNEE]

ADVISING BANK:

AMOUNT:

_____ USD _____ ONLY

DATE AND PLACE OF EXPIRY:

AT OUR COUNTERS

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF **[PURCHASER]** FOR AN AGGREGATED SUM NOT TO EXCEED USD _____ EXPIRING AT OUR COUNTERS LOCATED AT _____ WITH OUR CLOSE OF BUSINESS ON _____

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON US MENTIONING OUR LETTER OF CREDIT NUMBER INDICATED ABOVE.

Drafts should be accompanied by Beneficiary's signed statement stating that

“[INSERT COMPANY NAME (E.G., NAME OR PERMITTED ASSIGNEE)] OR IS IN DEFAULT UNDER THAT CERTAIN ENERGY PURCHASE AGREEMENT DATED _____, AND DAMAGES HAVE BEEN OR MAY BE INCURRED THEREUNDER.”

OR

“AS OF THE CLOSE OF BUSINESS ON "Date", “[INSERT COMPANY NAME (E.G., NAME OR PERMITTED ASSIGNEE)] HAS FAILED TO RENEW OR AMEND THE LETTER OF CREDIT IN A MANNER ACCEPTABLE TO THE BENEFICIARY”.

ATTACHED TO AND FORMING PART OF DOCUMENTARY CREDIT

DATE OF ISSUE:

BENEFICIARY:

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON DELIVERY OF DOCUMENTS AS SPECIFIED HEREIN IF PRESENTED AT OUR COUNTERS ON OR BEFORE THE EXPIRY DATE INDICATED HEREIN. IF A STATEMENT IS SO PRESENTED BY 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS ON THAT DAY AND, IF SO PRESENTED AFTER 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS BY NOON ON THE FOLLOWING BANKING DAY.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

*****THIS DOCUMENT CONSISTS OF 2 PAGES

EXHIBIT 4

**SEEC FORM 11 – NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT 5

Affidavit Concerning Nondiscrimination

At the time Submitter submits its Statement of Qualifications, Submitter will provide CRRA with the executed Affidavit Concerning Nondiscrimination. This Affidavit will be attached hereto and made a part of this Agreement.

EXHIBIT 6



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder for an Agreement. Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Mid-Connecticut Resource Recovery Facility Power Purchase Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

EXHIBIT 6

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 12

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

EXHIBIT 7



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

MID-CONNECTICUT RESOURCE RECOVERY FACILITY

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid for the "Mid-Connecticut Resource Recovery Facility Power Purchase Agreement" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), and has been selected by CRRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2011 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the solicitation for or the negotiation or award of the Agreement and/or JTF Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

EXHIBIT 7

5. The Contractor made the submittal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Virginia Raymond, Senior Analyst
Peter Egan, Director of Operations
James Bolduc, Chief Financial Officer
Jeff DuVall, Manager of Budgets and Forecasting

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 **12**

Notary Public/Commissioner of the Superior Court

EXHIBIT 7

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

EXHIBIT 8



PRESIDENT'S CERTIFICATION CONCERNING GIFTS

MID-CONNECTICUT RESOURCE RECOVERY FACILITY POWER PURCHASE AGAREEMENT

Awarded To

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Mid-Connecticut Resource Recovery Facility Power Purchase Agreement" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 **12**

Notary Public/Commissioner of the Superior Court

EXHIBIT 9

Seller's Required Approvals

CRRA's Board of Directors

EXHIBIT 10

Purchaser's Required Approvals

ATTACHMENT 2

FORM OF

MID-CONNECTICUT JET TURBINE FACILITY POWER

PURCHASE AGREEMENT

TABLE OF CONTENTS

1.	DEFINITIONS; CONSTRUCTION	4
2.	TERM	11
3.	OBLIGATION TO SELL AND TO PURCHASE PRODUCTS	12
4.	CONTRACT PRICES FOR PURCHASE	13
5.	DELIVERY POINTS	13
6.	OPERATION AND SCHEDULING OF FACILITY	13
7.	SUSPENSION OF DELIVERIES	15
8.	PAYMENT	16
9.	EVENTS OF DEFAULT AND REMEDIES	17
10.	CREDITWORTHINESS	19
11.	AUDIT RIGHTS	19
12.	GOVERNMENT ACTIONS	20
13.	TITLE AND RISK OF LOSS	20
14.	INDEMNIFICATION	20
15.	LIMITATION OF REMEDIES AND DAMAGES	22
16.	DISPUTE RESOLUTION	23
17.	FORCE MAJEURE	23
18.	ASSIGNMENT	24
19.	NOTICES	25
20.	APPLICABILITY	27
21.	WAIVER	27
22.	MODIFICATION	28
23.	INTERPRETATION	28
24.	COUNTERPARTS	28
25.	NO DUTY TO THIRD PARTIES	28
26.	SEVERABILITY	29
27.	STANDARD OF REVIEW	29
28.	NON-DISCRIMINATION; ADDITIONAL PURCHASER REQUIREMENTS	29
28.1	Nondiscrimination	29
28.2	Whistleblower Provision	30
28.3	Campaign Contribution Restriction	31
28.4	Affidavit Concerning Nondiscrimination	31
28.5	Affidavit Concerning Consulting Fees	31
28.6	Contractor's Certification Concerning Gifts	31
28.7	President's Certification Concerning Gifts	31
29.	REPRESENTATIONS	31

SCHEDULE A	Contract Prices
EXHIBIT 1	Performance Bond
EXHIBIT 2	Letter of Credit
EXHIBIT 3	SEEC 11 Notification
EXHIBIT 4	Affidavit Concerning Nondiscrimination

EXHIBIT 5	Affidavit Concerning Consulting Fees
EXHIBIT 6	Contractor's Certification Concerning Gifts
EXHIBIT 7	President's Certification Concerning Gifts
EXHIBIT 8	Seller's Required Approvals
EXHIBIT 9	Purchaser's Required Approvals

JET TURBINE FACILITY POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "PPA") is made as of _____
(the "Effective Date") by and between CONNECTICUT RESOURCES RECOVERY
AUTHORITY ("Seller"), a body politic and corporate constituting a public instrumentality and
political subdivision of the State of Connecticut, and [PURCHASER NAME] ("Purchaser"), a
[DESCRIPTION OF PURCHASER]. Seller and Purchaser are sometimes hereinafter referred
to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller owns and operates the Jet Turbine Facility (as hereinafter defined; the
"Facility") located in Hartford, Connecticut, for the generation of certain electric products (as
hereinafter defined, the "Products"); and

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from
Seller the Products, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the
Parties agree as follows:

1. DEFINITIONS; CONSTRUCTION

(a) Definitions: For the purposes of this PPA the following terms shall have the
meanings set forth below. Any capitalized term contained but not defined herein shall have the
meaning ascribed to such term in the NEPOOL Agreement and associated market rules.

Affiliate of a person shall mean any other person controlling, controlled by or under
common control with such first person. For purposes hereof, (i) "person" shall mean a natural
person, a corporation, partnership, limited liability company, trust or any other organization or

entity however organized; and (ii) control shall mean the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Applicable Law means any applicable federal, state, municipal or local statute, regulation, rule, code, standard, ordinance, permit or other authorization; any judgment, order, injunction, decree, directive, interpretation or pronouncement of or by any Governmental Authority; or any other authority otherwise having the force of law, including all Environmental Laws; whether in force as of the Effective Date, or as amended or enacted in the future.

Bankrupt means the applicable entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise is adjudicated bankrupt or becomes insolvent, (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Black Start Capability shall mean the capability of generation to start without an outside electrical supply, as determined by ISO-NE.

Business Day shall mean any Monday through Friday, inclusive, that is not a Legal Holiday.

Capacity shall mean the rated and continuous load-carrying ability, expressed in megawatts or megavolt-amperes, of generation, transmission, or other electrical equipment, as

defined in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Claim shall have the meaning set forth in Section 14(a).

Commencement Date shall have the meaning set forth in Section 3(a).

Commission shall have the meaning set forth in Section 28.1(b).

Contract Prices shall have the meaning set forth in Section 4.

Contract Quantities shall mean for any relevant period, the quantities of Products delivered by Seller to Purchaser hereunder.

Contract Year shall mean each period beginning on July 1 and ending on the following June 30 during the Term, except the First Contract Year.

Credit Event shall have the meaning set forth in Section 10(b).

Defaulting Party shall have the meaning set forth in Section 9(a).

Delivery Points shall have the meaning set forth in Section 5(a).

Effective Date shall mean the date first written above.

Energy means power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours, as defined in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Environmental Laws means all federal and state statutes, regulations, codes, orders, directives, rules, guidelines, standards, general permits, individual permits, authorizations, judgments, injunctions and requirements of common law, whether in force as of the Effective Date, or as amended or enacted in the future, concerning or relating to land use and the protection of health, safety and the natural environment (including those relating to the ground, air, water, solid waste, hazardous waste, odors, noise, pollution or contamination, and those

concerning the installation, operation, closure and corrective action of underground or above ground tanks) and shall include the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 to 136y; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and all state laws enacted as part of Title 22a of the Connecticut General Statutes including (without limitation) the Connecticut Environmental Policy Act (§§ 22a-1a through 22a-1h of the Connecticut General Statutes), the Environmental Protection Act of 1971 (§§ 22a-14 to 22a-20 of the Connecticut General Statutes), the Connecticut Wetlands and Watercourses Protection Act (Chapter 440 of the Connecticut General Statutes), the Noise Pollution Control Act (Chapter 442 of the Connecticut General Statutes), Coastal Management Act (§§ 22a-90 to 22a-112 of the Connecticut General Statutes), the Connecticut statutes on Hazardous Waste (Chapter 445 of the Connecticut General Statutes), Air Pollution (Chapter 446c of the Connecticut General Statutes), Solid Waste Management (Chapter 446d of the Connecticut General Statutes), Water Pollution Control (Chapter 446k of the Connecticut General Statutes), the Soil Erosion and Sediment Control Act (§§ 22a-325 to 22a-329), the Water Diversion Policy Act (§§ 22a-365 to 22a-378 of the Connecticut General Statutes), and any other

federal or state environmental requirements in addition to these acts or other laws, together with all rules, regulations, codes, orders, decrees and judicial decisions now or hereafter promulgated under any of the foregoing.

Event of Default shall have the meaning set forth in Section 9(a).

Expiration Date shall have the meaning set forth in Section 2(a).

Facility means Seller's four FT4 Pratt and Whitney twin-pac jet-fuel gas turbine electric generating units, numbers 11 through 14 and associated equipment, located at Maxim and Reserve Road in the city of Hartford, Connecticut, and more commonly known as the South Meadow jets.

First Contract Year means the period beginning on the Commencement Date and ending on the following June 30th.

Good Industry Practices means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry, and commonly used in generation facility engineering and operations to operate and maintain equipment equivalent to the Facility during the relevant time period. Good Industry Practices shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts shall be consistent with full compliance with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Industry Practices is not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be

a spectrum of acceptable practices, methods, or acts generally accepted in the generation industry in the United States.

Governmental Authority means any governmental agency, authority, bureau, quasi-governmental body (other than Seller), regulatory body, department, court, or other instrumentality having jurisdiction over Seller, Purchaser, the Facility or the subject matter of this PPA.

Guaranty shall have the meaning set forth in Section 10(a).

Indemnified Party shall have the meaning set forth in Section 14(b).

Indemnifying Party shall have the meaning set forth in Section 14(b).

ISO-NE shall mean ISO-New England, Inc., its successor, or any other independent system operator designated by NEPOOL (or other appropriate authority) for the NEPOOL Control Area in New England.

Interest Period shall have the meaning set forth in Section 8(b).

Investment Grade shall mean, with respect to (1) the Purchaser or Purchaser's Guarantor (as the case may be); or (2) a Qualified Assignee or such Qualified Assignee's guarantor (as the case may be); an unsecured long-term debt credit rating of BBB- from Standard & Poor's Rating Group and/or Baa3 from Moody's Investors Services, Inc.

Lead Market Participant shall have the meaning set forth in the NEPOOL Agreement and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

Legal Holiday shall mean any holiday in the State of Connecticut defined as such in Conn. Gen. Stat. § 1-4, as the same may be amended, supplemented or superseded from time to time.

NEPOOL shall mean the New England Power Pool or its successor.

NEPOOL Agreement shall mean the New England Power Pool Second Restated NEPOOL Agreement in effect as of the date hereof, as the same may be amended, supplemented or superseded from time to time.

Operating Reserves shall mean Ten-minute Non-spinning Reserve and Thirty-minute Operating Reserve, as defined in the NEPOOL Agreement and associated tariffs and/or market rules (as the same may be amended, supplemented or superseded from time to time), and as administered by ISO-NE in the Locational Forward Reserve Market.

Products shall mean Energy and Operating Reserves produced by or associated with the Facility; excluding, however, Black Start Capability and Capacity.

Purchaser's Guarantor shall mean an Affiliate of Purchaser possessing a senior unsecured debt credit rating of at least Investment Grade.

Purchaser Required Approvals shall have the meaning set forth in Section 29(b)(iii).

Qualified Letter of Credit shall mean and refer to a letter or letters of credit in an initial amount equal to ONE MILLION U.S. DOLLARS (\$1,000,000) for each Contract Year under this PPA and decreasing in an amount equal to ONE MILLION DOLLARS (\$1,000,000) at the conclusion of each Contract Year under this PPA (excluding, however, the First Contract Year), and expiring not earlier than the date upon which all of Purchaser's obligations to Seller hereunder have been extinguished (or earlier date as determined by Seller consistent with this PPA) issued by a commercial bank reasonably acceptable to Seller having a credit rating of A or greater from Standard & Poor's Rating Group or its equivalent from Moody's Investors Services, Inc and chartered within the United States of America or the State of Connecticut and having

assets of not less than \$500,000,000, in the form of letter of credit attached hereto as Exhibit 2 (or otherwise in form acceptable to Seller in its sole discretion), which allows Seller to draw the full amount of credit thereunder upon the occurrence of an Event of Default under this PPA or failure to renew or amend such letter of credit in a manner acceptable to Seller consistent with Purchaser's obligations under this PPA.

Seller Required Approvals shall have the meaning set forth in Section 29(a)(iii).

Term shall have the meaning set forth in Section 2(a).

(b) Construction: As used in this PPA, except as otherwise expressly provided or unless the context otherwise requires:

(i) the terms defined in this PPA include the plural as well as the singular;

(ii) any accounting terms not defined in this PPA have the meanings assigned to them in accordance with generally accepted accounting principles;

(iii) the words "herein," "hereof" and "hereunder" and words of similar import refer to this PPA as a whole and not to any particular Article, Section or other subdivision;

(iv) the words "include" and "including" shall be deemed to be followed by the words "without limitation," whether or not so followed;

(v) words of any gender shall be construed to include any other gender; and

(vi) in the case of any discrepancy or conflict between the name and title of any person referred to herein, the title shall control.

2. TERM

(a) Term: The term of this PPA (the "Term") shall commence on the Effective Date and shall expire on [DATE] (the "Expiration Date"), unless sooner terminated pursuant to Section 9 hereof; however, the obligations of the Parties hereunder shall commence on the Commencement Date.

(b) Survivorship: Following the end of the Term, the Parties shall have no further delivery or purchase obligations hereunder; provided, however, the applicable provisions of this PPA shall continue in effect after the expiration or earlier termination hereof, to the extent necessary to provide for final accounting, final billing, billing adjustments, resolution of any dispute and final payments. All indemnity and confidentiality obligations and billing verification rights shall survive for twelve months after the Expiration Date or any earlier termination date under Section 9 hereof.

3. OBLIGATION TO SELL AND TO PURCHASE PRODUCTS

(a) Delivery Obligation: Commencing on June 1st, 2012 (the “Commencement Date”) and continuing through and including the Expiration Date or any earlier termination date, Seller shall sell and deliver, or cause to be delivered, to Purchaser and Purchaser shall purchase and receive, or cause to be received, the Products. Seller shall retain title to, and the financial benefits associated with Capacity and Black Start Capability.

(b) Purchase Obligation. Seller’s obligation to sell and deliver, and Purchaser’s obligation to purchase the Products, shall be satisfied when Seller has sold and delivered, and Purchaser has purchased, all Products produced by or associated with the Facility from the Commencement Date through and including the Expiration Date or any earlier termination date.

(c) Unit Contingency: Seller’s obligations to deliver the Products and Purchaser’s obligation to take and pay for the Products delivered hereunder, is contingent upon the actual operation of the Facility. Seller shall not be responsible to Purchaser for providing replacement Products in the event of any scheduled or unscheduled outages of the Facility caused by any reason (including without limitation Force Majeure) or as otherwise expressly provided in this

PPA. Without limitation of the foregoing, Seller shall not be responsible to Purchaser as the result of any Failure to Reserve Penalties assessed by ISO-NE against Purchaser.

4. CONTRACT PRICES FOR PURCHASE

The "Contract Prices" payable by Purchaser for all Products delivered to it by Seller hereunder are set forth on Schedule A hereto.

5. DELIVERY POINTS

(a) Delivery Points: The delivery point for the Products delivered by Seller to Purchaser hereunder shall be the South Meadows NEPOOL PTF, ISO NE Asset Nodes 572, 573, 574 and 575 (collectively the "Delivery Points"), as such nodes are identified and defined in the NEPOOL Agreement, and associated tariffs and/or market rules, as the same may be amended, supplemented or superseded from time to time.

(b) Transmission: Seller shall be responsible for any transmission arrangements, including transmission losses and loss charges, and any related services necessary to deliver and transmit Products sold hereunder to the Delivery Points. Purchaser shall be responsible for any transmission arrangements, including transmission losses and loss charges and any related services necessary to receive and transmit the Products from the Delivery Points.

6. OPERATION AND SCHEDULING OF FACILITY

(a) Operations: The Facility shall be operated by Seller or its contractor. The Facility shall be operated in accordance with Good Industry Practices, and all applicable NEPOOL requirements and standards. Purchaser shall have sole right and responsibility for bidding and scheduling of the Facility at ISO-NE with respect to Purchaser's entitlement to the Products, in accordance with all requirements of ISO-NE. All such bidding and scheduling shall be based upon operating parameters set by the Parties in accordance with the proper operation and

maintenance of the Facility, and Purchaser shall not schedule or dispatch the Facility for more than [X] hours per [PERIOD] without Seller's consent. Purchaser shall be entitled to all benefits from, and shall bear all obligations and liabilities associated with, the dispatch of the Facility. Notwithstanding the foregoing, Purchaser's obligations, benefits and liabilities shall exclude those benefits, obligations and liabilities specifically undertaken by Seller hereunder.

Purchaser or its contractor shall be responsible for direct communications with ISO-NE or its satellite operator with regard to the hourly actual production of the Facility. In connection therewith, Purchaser shall provide Seller with any information related to such Facility production, necessary for Seller to prepare the invoices pursuant to Section 8(a) hereof. The Parties shall communicate with each other regarding any and all directions received from ISO-NE.

(b) Asset Registration: Purchaser shall be designated as the Lead Market Participant for the Facility. As Lead Market Participant, Purchaser shall do those things necessary under the NEPOOL Agreement and associated tariffs and/or market rules, and as otherwise required, in order for Seller to receive its entitlements hereunder to Black Start Capability and Capacity.

(c) Notification: Seller shall provide notice to Purchaser as soon as practicable of any other curtailment or interruption in the deliveries of Products hereunder, including interruption due to any failure to activate of the Facility. At least [#] days prior to the Commencement Date with respect to the First Contract Year, and to April 1 preceding each Contract Year thereafter, Seller shall provide Purchaser a schedule which shall state the dates and durations of scheduled maintenance, including maintenance requiring the unavailability of any of the twin-pac jet-fuel turbines constituting a portion of the Facility. Subject to Good Industry Practices and NEPOOL standards, Purchaser may request Seller and Seller shall make a good faith attempt to

accommodate Purchaser's reasonable request to revise the schedule for the timing and duration of scheduled maintenance outages or reduction of output of the Facility during any Contract Year. Subject to Good Industry Practices and Seller's or its contractor's requirement of approximately [time period] of scheduled downtime for maintenance per twin-pac, per Contract Year, Seller shall make a good faith attempt to schedule routine maintenance on weekends or during off-peak hours on weekdays consistent with satisfying Purchaser's reasonable requirements for the Products. Seller may change its maintenance schedule with respect to the timing and duration of any scheduled maintenance outage, test time or reduction of Facility output when necessary to satisfy Good Industry Practices during any Contract Year hereunder; provided, however, Purchaser may request that Seller (and Seller shall make good faith attempts to) accommodate Purchaser's reasonable requests to revise such changes in Seller's maintenance schedule.

(d) Emergency Curtailment Seller may curtail, reduce or interrupt its sale and delivery to Purchaser of all or any portion of the Products whenever: (a) such continued sale and delivery would result in damage to the Facility, or to a transmission system or distribution system to which the Facility is directly interconnected; (b) a transmission or distribution system with which the Facility is directly interconnected experiences an emergency, as designated by the affected electric utility; (c) it is necessary to aid in the restoration of service on a system with which the Facility is directly or indirectly interconnected; or (d) whenever required by ISO-NE or any Governmental Authority. Seller shall notify Purchaser as soon as reasonably practicable of any such curtailment, reduction or interruption.

7. SUSPENSION OF DELIVERIES

The Parties agree that if Seller is required by ISO-NE or NEPOOL to suspend deliveries of any of the Products, Purchaser shall have no obligation to accept or to pay for, and Seller shall

not be obligated to deliver, such Products under this PPA during the period of such suspension (and for no longer period); provided, however, such suspension shall not relieve the Parties of their respective obligations set forth in Section 3.

8. PAYMENT

(a) Invoicing and Payment: Seller shall deliver an invoice to Purchaser each month for the Contract Quantities of Products delivered by Seller hereunder during the immediately preceding calendar month. On and after the Commencement Date, Purchaser shall pay to Seller on or before the 25th day following Purchaser's receipt of an invoice from Seller an amount equal to the Contract Prices for such Products as were delivered by Seller during such calendar month.

(b) Late Payment: Any invoiced amounts that are not paid when due hereunder shall bear interest from the due date until paid (an "Interest Period") at an annual rate equal to the lesser of (i) four percent (4%) above the Prime Rate (sometimes referred to as the Base Rate) for large commercial loans published in The Wall Street Journal under "Money Rates," or, if such rate is not so published, then the prime lending rate for large commercial loans quoted by Citibank, N.A., or its successors, as such rate may be in effect from time to time during an Interest Period, or (ii) the maximum interest rate allowed by law from time to time during an Interest Period.

(c) Adjustments to Invoice: In the event adjustments are required to correct inaccurate measurements of Products delivered to Purchaser, the parties shall resolve such adjustments in a manner consistent with the NEPOOL Agreement and/or applicable rules and regulations of ISO-NE. The amount of the adjustments shall be paid, without interest, by the party responsible for such payment within thirty (30) days following its receipt of notice of the amount due. All

claims for adjustments shall be waived as to any deliveries of Products made more than twelve (12) months preceding the date of discovery of such inaccuracy.

(d) Disputed Amounts: Purchaser may, in writing, dispute the amounts invoiced pursuant to subsections (a) or (c), in which event, Purchaser shall pay the undisputed amount when due. The disputed amount may be held by Purchaser until the dispute has been resolved; provided that Purchaser shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which shall be calculated in the same manner as interest on late payments above. Upon resolution of any such dispute in favor of the Party making payment hereunder, all amounts overpaid, except amounts described under subsection (c), shall be returned with interest from the date of the original payment at the interest rate set forth in subsection (b) hereinabove. Neither Party shall have the right to dispute an invoice after a period of twelve (12) months from the date the invoice was due or an estimated invoice finalized.

9. EVENTS OF DEFAULT AND REMEDIES

(a) Events of Default. An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this PPA if such failure is not remedied within three (3) Business Days after written notice;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

(iii) the failure to perform any material covenant or obligation set forth in this PPA (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice;

(iv) such Party shall become Bankrupt;

(v) the failure of such Party to satisfy any covenants, conditions or requirements under Section 10 hereof;

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation,

amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this PPA to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(vii) with respect to Seller, passage in either chamber of the Connecticut General Assembly of proposed legislation, which, if subsequently enacted, would render the representations provided by Seller under Section 29 no longer true or accurate;

(viii) or, with respect to such Party's Guarantor (if applicable):

(1) if any representation or warranty made by a Guarantor in connection with this PPA is false or misleading in any material respect when made or when deemed made or repeated;

(2) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this PPA and such failure shall not be remedied within three (3) Business Days after written notice;

(3) the Guarantor shall become Bankrupt;

(4) the failure of the Guarantor's guaranty to be in full force and effect for purposes of this PPA (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or

(5) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

(b) Legal Remedies After an Event of Default: If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing 30 days after written notice of the same to the Defaulting Party, then the other Party (the "Non-Defaulting Party") shall have the right to

(i) accelerate all amounts owing between the Parties under this PPA and to terminate this PPA;

(ii) withhold any payments due to the Defaulting Party under this PPA; and/or (iii) suspend performance.

(c) Injunctive Relief and Specific Performance: Upon Seller's or Purchaser's failure to perform any obligation of this PPA, the other Party, in addition to the rights and remedies described in specific sections of this PPA, and except to the extent specifically limited by this

PPA, may seek, at its election, remedies in the form of injunctive relief and/or specific performance.

10. CREDITWORTHINESS

(a) Purchaser's Guaranty: If on the Effective Date the Purchaser does not have a credit rating of at least Investment Grade, then the Purchaser shall provide to Seller within ten (10) days after the Effective Date, either a written performance guarantee in the form attached hereto as **Exhibit 1** (the "Guaranty"), from Purchaser's Guarantor, or a Qualified Letter of Credit in the form attached hereto as **Exhibit 2**, as applicable. The provision of said Guaranty or of said Qualified Letter of Credit, as applicable, shall be a condition precedent to the effectiveness of this PPA.

(b) Additional Assurances: If at any time during the Term, any of the following events (a "Credit Event") shall occur, (i) Purchaser fails to provide or maintain a performance guarantee from Purchaser's Guarantor under Section 10(a) above (if applicable), (ii) Seller notifies Purchaser in writing that it has received a notice of disaffirmance, revocation or termination from Purchaser's Guarantor under the Guaranty, or (iii) the credit rating assigned to the senior unsecured debt obligations of Purchaser or Purchaser's Guarantor (as applicable), falls below Investment Grade, then Purchaser shall provide to Seller, within three (3) Business Days after the occurrence of such Credit Event, a Qualified Letter of Credit. For so long as such Credit Event shall continue, Purchaser shall maintain and/or shall extend or renew such Qualified Letter of Credit within thirty (30) days prior to any scheduled expiration date set forth in an existing Qualified Letter of Credit.

11. AUDIT RIGHTS

Seller and Purchaser shall each have the right throughout the Term and for a period of twelve months following the end of the Term, upon reasonable prior notice, to audit the records of the other party to the limited extent necessary to verify the basis for any claim by a Party for payments from the other Party or to determine a Party's compliance with the terms of this PPA. Seller shall make all such records available at its office in Hartford, Connecticut during normal business hours and Purchaser shall make all such records available at its office in [LOCATION] during normal business hours. Each Party shall bear its own costs for any such audits.

12. GOVERNMENT ACTIONS

Seller and Purchaser shall at all times comply with all Applicable Law. Subject to the terms hereof, prior to the Effective Date, Seller shall obtain and retain any permits, licenses, approvals or other governmental authorizations required for Seller to perform pursuant to this PPA.

13. TITLE AND RISK OF LOSS

Seller warrants that it will deliver to Purchaser the Products purchased hereunder free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to Seller's delivery of the Products to the Delivery Points. Title to and risk of loss related to the Products delivered hereunder shall transfer from Seller to Purchaser at the Delivery Points.

14. INDEMNIFICATION

(a) On and after the Effective Date, Seller and Purchaser shall each, to the extent permitted by law, indemnify, defend and hold the other, its officers, employees and agents (including but not limited to affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any

nature whatsoever, including, but not limited to claims against title or for personal injury (including death) or property damage or otherwise asserted by a third party (a "Claim") that arise from or out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such party or which is in any manner connected with the performance of this PPA by such Party, except to the extent that such Claim may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

(b) If any third party shall notify a Party hereto (the "Indemnified Party") with respect to a Claim which may give rise to a claim for indemnification against the other Party hereto (the "Indemnifying Party") under this Section 14, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing and inquire as to whether the Indemnifying Party intends to defend the Indemnified Party against such claim; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(c) Any Indemnifying Party will have the right to defend the Indemnified Party against the Claim at the cost and expense of the Indemnifying Party with counsel of its choice so long as the Indemnifying Party notifies the Indemnified Party in writing within fifteen days after the Indemnified Party has given notice of the Claim that (x) the Indemnifying Party will indemnify, to the extent permitted by law, the Indemnified Party from and against the entirety of any losses the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Claim, and (y) the Indemnifying Party will not seek to assert against the Indemnified Party any legal defense to its indemnification obligations hereunder with respect to the Claim.

(d) So long as the Indemnifying Party is conducting the defense of the Claim, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Claim, (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld), and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim, unless written agreement is obtained releasing the Indemnified Party from all liability thereunder.

(e) In the event that the Indemnifying Party does not send the notice provided for in clause (c) above within fifteen days after the Indemnified Party has given notice of the Claim to the Indemnifying Party, then the Indemnified Party shall thereafter be entitled to defend against the Claim with counsel of its choice and the Indemnifying Party's right to defend against the Claim shall terminate. The Indemnifying Party will reimburse the Indemnified Party for the reasonable costs of defending the Claim (including reasonable attorneys' fees and expenses) in addition to paying any amounts to which the Indemnified Party is otherwise entitled to from the Indemnifying Party hereunder.

This Section 14 shall survive termination of this PPA.

15. LIMITATION OF REMEDIES AND DAMAGES

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS PPA SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL

DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER SELLER NOR PURCHASER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, ABSOLUTE OR STRICT LIABILITY, ULTRA HAZARDOUS ACTIVITY OR STATUTORY LIABILITY) OR OTHERWISE, IN CONNECTION WITH THE PERFORMANCE OF THIS PPA EXCEPT AS SPECIFICALLY SET FORTH IN THIS PPA.

16. DISPUTE RESOLUTION

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this PPA or the breach hereof, which the Parties are unable to resolve themselves, shall be resolved by the Superior Court for the Judicial District of Hartford at Hartford, Connecticut (and the appellate courts thereof), unless the Parties agree to do so by arbitration or mediation. Any such arbitration or mediation proceedings shall be held in Hartford, Connecticut.

17. FORCE MAJEURE

(a) Force Majeure: Each Party shall exercise due diligence and reasonable care and foresight to perform its obligations hereunder. Neither Party shall be considered to be in default with respect to any obligation hereunder if such Party is prevented, delayed or otherwise restricted from fulfilling such obligation by any event ("Force Majeure") not reasonably within the control of, and not caused by any act of commission or omission of such Party. Force Majeure includes any fire, strikes or other labor difficulties, casualties, civil or military authority, civil disturbance or riot, war, acts of God, acts of any public enemy, acts of any Governmental Authority, changes in Applicable Law that materially affect performance under this PPA, earthquake, flood, explosion, hurricane, lightning, landslide, or similar cataclysmic occurrence; provided, however, that Force Majeure shall not be based on (i) the loss of Purchaser's markets;

(ii) Purchaser's inability economically to use or resell the Products purchased hereunder; or (iii) Seller's ability to sell the Products at a price greater than the Contract Prices.

(b) Performance Excuse: If either Party is rendered wholly or partly unable to perform its obligations under this PPA because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected; provided, that payments due hereunder from either Party to the other when due shall not be excused by Force Majeure; and provided, further, that:

- i. The non-performing Party promptly, but in no case later than five (5) Business Days after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence describing, in detail, the nature, extent and expected duration of the Force Majeure;
- ii. The suspension of performance shall be of no greater scope, and of no longer duration, than is reasonably required by the Force Majeure; and
- iii. The non-performing party uses commercially reasonable efforts to remedy its inability to perform.

(c) Strike: Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the party having such difficulty.

18. ASSIGNMENT

(a) Assignment: Except as specified in this Section 18, the rights and obligations of the Parties to this PPA may not be assigned by either Party, and such assignment shall be void, except upon the express written consent of the other Party, which consent may be granted or withheld in the sole and absolute discretion of the non-assigning Party; provided that either

Party may assign this PPA to any other person upon thirty (30) days' prior written notice to, but without the consent of, the non-assigning Party so long as (i) the assigning Party remains jointly and severally liable for the performance, when due, of its assignee's obligations hereunder, (ii) the Guaranty, if in effect at the time of assignment, shall continue in full force and effect and/or a Qualified Letter of Credit, if in effect at the time of assignment, shall continue in full force and effect and (iii) the assignee shall have affirmatively assumed the obligations of the assigning Party hereunder in writing. Any such notice of assignment shall set forth in reasonable detail the name, legal status, address, contact information and the personnel that would be responsible for administration of this PPA.

(b) Bond Assignment by Seller: Seller shall have the right to assign its rights and obligations hereunder without the consent of Purchaser as collateral security to any trustee for bonds issued by Seller or in connection with any sale, lease or loan arrangement; provided that no such assignment shall relieve Seller of responsibility or liability for the due performance of this PPA by its assignee. Purchaser agrees, upon receipt of a written request from Seller, to make all payments otherwise payable to Seller under this PPA to such trustee or secured party until Seller or such trustee or secured party shall have delivered to Purchaser a written release and termination of such assignment and Purchaser may conclusively rely on such notifications. Either Party may transfer, sell, pledge, encumber or assign this PPA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; provided, however, that such assignment shall not relieve the assigning Party of responsibility or liability for the due performance of this PPA.

19. NOTICES

Except as otherwise specified in this PPA, any notice, demand or request required or authorized by this PPA to be given shall be given in writing to a Party and delivered in person or by letter, facsimile or other documentary form. Schedules of deliveries and other operational notices may be forwarded to the e-mail address specified below to be followed by facsimile. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered, unless confirmation of such facsimile evidences the time of transmittal. Where transmitted or hand delivered after close, such notice shall be deemed received by the close of the next Business Day. Notices by overnight mail or courier shall be deemed to have been received the next Business Day after it was sent. Notices sent through regular mail shall be either mailed by registered or certified mail (return receipt requested) postage prepaid and shall be deemed received in accordance with the delivery time indicated on the receipt of such registered or certified letter. Such notices, demands or requests shall be made as specified below:

If to Purchaser:

Scheduling/Curtailment:

Payments:

Other Notices & Correspondence:

Invoices:

If to CRRA:

Scheduling/Curtailment:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attn: Facilities Engineer
Telephone No.: 860-757-7733
Facsimile: 860-757-7742

Payments:

Other Notices & Correspondence:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1702
Attn: Thomas Kirk, President
Telephone No.: 860-757-7777
Facsimile: 860-757-7742

The designation of such person and/or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section 19. Notice served shall be effective upon receipt.

20. APPLICABILITY

This PPA, and its Exhibits and Schedules attached hereto, set forth the entire agreement of the Parties with respect to the subject matter herein, and take precedence over all prior understandings between the Parties, and binds and inure to the benefit of the Parties, their successors and permitted assigns. All references herein to "Seller" or "Purchaser" shall mean and include any successor or permitted assign. This PPA shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

21. WAIVER

No waiver by either Party of the performance of any obligation under this PPA or with respect to any default or any other matter arising in connection with this PPA shall be deemed a waiver with respect to any subsequent performance, default or matter.

22. MODIFICATION

No modification or waiver of all or any part of this PPA shall be valid unless it is reduced to writing and signed by both Parties.

23. INTERPRETATION

Interpretation and performance of this PPA shall be in accordance with, and controlled by the laws of the State of Connecticut, other than any conflicts of law provision thereof, the effect of which would be to apply the substantive law of a state other than the State of Connecticut to the governance and construction of this PPA.

24. COUNTERPARTS

This PPA may be executed in any number of original or facsimile counterparts and as separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this PPA by facsimile or other electronic means, the same shall have the same force and effect as if this PPA had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

25. NO DUTY TO THIRD PARTIES

Nothing in this PPA or any action taken hereunder is intended to or shall be construed to create any duty, liability or standard of care to or from any person not a Party to this PPA. Nothing in this PPA, whether express or implied, is intended to create a third-party beneficiary to this PPA.

26. SEVERABILITY

The provisions of this PPA are severable. To the extent that any provision hereof is determined to be invalid pursuant to any applicable statute or rule of law, such invalidity shall not effect any other provision hereof, and this PPA shall be interpreted as if such invalid provision were not a part hereof; provided, however, in such event, the Parties shall use their best efforts to reform the PPA in order to give effect to the original intentions of the Parties.

27. STANDARD OF REVIEW

Absent the agreement of the Parties to any proposed changes or amendment to this PPA, the standard of review for such changes proposed by a party, a non-party or the Federal Energy Regulatory Commission acting *sua sponte* shall be the “public interest” standard of review as set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile-Sierra Doctrine”).

28. NON-DISCRIMINATION; ADDITIONAL PURCHASER REQUIREMENTS

28.1 Nondiscrimination

Purchaser agrees to the following:

(a) Purchaser agrees and warrants that in the performance of this Agreement Purchaser will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Purchaser that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Purchaser further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Purchaser that such disability prevents performance of the Services involved;

(b) Purchaser agrees, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, to state that it is an “affirmative action-equal opportunity

employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the “Commission”);

(c) Purchaser agrees to provide each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or understanding and each vendor with which Purchaser has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Hauler’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) Purchaser agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and

(e) Purchaser agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Purchaser as relate to the provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

(f) If this Agreement is a public works contract, Purchaser agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

28.2 Whistleblower Provision

If Purchaser is a large state contractor, Purchaser shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. “Large state contract” and “Large state contractor” shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

28.3 Campaign Contribution Restriction

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, Purchaser expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions attached hereto as **Exhibit 3**, and will inform its principals of the contents of the notice.

28.4 Affidavit Concerning Nondiscrimination

At the time of Purchaser's submission of its Statement of Qualifications, Purchaser provided CRRA with the executed Affidavit Concerning Nondiscrimination attached hereto and made a part of this Agreement as **Exhibit 4**.

28.5 Affidavit Concerning Consulting Fees

At the time of Purchaser executes this Agreement, Purchaser simultaneously executed the document entitled Affidavit Concerning Consulting Fees attached hereto and made a part of this Agreement as **Exhibit 5**.

28.6 Contractor's Certification Concerning Gifts

At the time of Purchaser's execution this Agreement, Purchaser simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 6**.

28.7 President's Certification Concerning Gifts.

At the time of the President of CRRA's execution of this Agreement, the President simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit 7**.

29. REPRESENTATIONS

(a) **Seller's Representations**: Seller hereby represents and warrants as of the date hereof

to Purchaser as follows:

- i. Seller is a duly constituted and validly existing body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut. Seller has all requisite power and authority to own, lease, and operate its properties and assets and to carry on its business as is now being conducted.
- ii. Seller has full power and authority to execute and deliver this PPA, to perform its obligations and assume the liabilities hereunder, to consummate the transactions contemplated hereby. The execution and

delivery of this PPA by Seller and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on its part and this PPA has been duly and validly executed and delivered by Seller. Subject to the receipt of the Seller Required Approvals (as defined below), this PPA constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principals of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

- iii. Except as set forth in **Exhibit 8** hereto (such matters set forth on such Exhibit being herein referred to as the "Seller Required Approvals"), neither the execution and delivery of this PPA by Seller nor the consummation by Seller of the transactions contemplated hereby will (A) conflict with or result in any breach or violation of any provision of the enabling legislation and bylaws of Seller, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Seller is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Seller.
- iv. Except for the Seller Required Approvals, no consent or approval of, filing with, or notice to, any governmental authority by or for Seller is necessary for the execution and delivery of this PPA by it, or the consummation by it of the transactions contemplated hereby.

(b) Purchaser's Representation: Purchaser hereby represents and warrants as of the date hereof to Seller as follows:

- i. Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- ii. Purchaser has full corporate power and authority to execute and deliver this PPA, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this PPA by Purchaser and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action required on its part and this PPA has been duly and validly executed and delivered by Purchaser. This PPA constitutes the

legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

- iii. Except as set forth in **Exhibit 9** hereto (the matters set forth on such Exhibit being herein referred to as the "Purchaser Required Approvals"), neither the execution and delivery of this PPA by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby will (A) conflict with or result in any breach or violation of any provision of the certificate of incorporation or bylaws of Purchaser, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Purchaser is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Purchaser.
- iv. Except for Purchaser Required Approvals, no consent or approval of, filing with, or notice to, any governmental authority by or for Purchaser is necessary for the execution and delivery of this PPA by it, or the consummation by it of the transactions contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO PPA IS NEXT PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this PPA to be executed by their respective duly authorized officers as of the date first above written.

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

By: _____
Thomas D. Kirk
It President, Duly Authorized

[PURCHASER]

By: _____
Name

Title

SCHEDULE A

Contract Prices

EXHIBIT 1
PERFORMANCE BOND

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

EXAMPLE

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

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User Notes:

(1986478669)

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:57:06 on 03/25/2011.

PAGE 1

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103

...

EXAMPLE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:57:06 on 03/25/2011 under Order No. 8003794840_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 2

DATE OF ISSUE: _____

IRREVOCABLE STANDBY LETTER OF CREDIT No. _____

BENEFICIARY:

APPLICANT:

NAME

Address

[OR PERMITTED ASSIGNEE]

ADVISING BANK:

AMOUNT:

_____ USD _____ ONLY

DATE AND PLACE OF EXPIRY:

AT OUR COUNTERS

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF **[PURCHASER]** FOR AN AGGREGATED SUM NOT TO EXCEED USD _____ EXPIRING AT OUR COUNTERS LOCATED AT _____ WITH OUR CLOSE OF BUSINESS ON _____

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON US MENTIONING OUR LETTER OF CREDIT NUMBER INDICATED ABOVE.

Drafts should be accompanied by Beneficiary's signed statement stating that

"[INSERT COMPANY NAME (E.G., NAME OR PERMITTED ASSIGNEE)] OR IS IN DEFAULT UNDER THAT CERTAIN ENERGY PURCHASE AGREEMENT DATED _____, AND DAMAGES HAVE BEEN OR MAY BE INCURRED THEREUNDER."

OR

"AS OF THE CLOSE OF BUSINESS ON "Date", "[INSERT COMPANY NAME (E.G., NAME OR PERMITTED ASSIGNEE)] HAS FAILED TO RENEW OR AMEND THE LETTER OF CREDIT IN A MANNER ACCEPTABLE TO THE BENEFICIARY".

ATTACHED TO AND FORMING PART OF DOCUMENTARY CREDIT

DATE OF ISSUE:

BENEFICIARY:

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON DELIVERY OF DOCUMENTS AS SPECIFIED HEREIN IF PRESENTED AT OUR COUNTERS ON OR BEFORE THE EXPIRY DATE INDICATED HEREIN. IF A STATEMENT IS SO PRESENTED BY 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS ON THAT DAY AND, IF SO PRESENTED AFTER 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS BY NOON ON THE FOLLOWING BANKING DAY.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

*****THIS DOCUMENT CONSISTS OF 2 PAGES

EXHIBIT 3

**SEEC FORM 11 – NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT 4

Affidavit Concerning Nondiscrimination

At the time Submitter submits its Statement of Qualifications, Submitter will provide CRRA with the executed Affidavit Concerning Nondiscrimination. This Affidavit will be attached hereto and made a part of this Agreement.

EXHIBIT 5



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder for an Agreement. Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Mid-Connecticut Jet Turbine Facility Power Purchase Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

EXHIBIT 5

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 12

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

EXHIBIT 6



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

MID-CONNECTICUT JET TURBINE FACILITY

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid for the "Mid-Connecticut Jet Turbine Facility Power Purchase Agreement" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), and has been selected by CRRA as the successful bidder for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2011 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the solicitation for or the negotiation or award of the Agreement and/or JTF Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

EXHIBIT 6

5. The Contractor made the submittal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Virginia Raymond, Senior Analyst
Peter Egan, Director of Operations
James Bolduc, Chief Financial Officer
Jeff DuVall, Manager of Budgets and Forecasting

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____
 Name (type/print): _____
 Title: _____
 State Of: _____
 County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 12

 Notary Public/Commissioner of the Superior Court

EXHIBIT 6

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

EXHIBIT 7



PRESIDENT'S CERTIFICATION CONCERNING GIFTS

MID-CONNECTICUT JET TURBINE FACILITY POWER PURCHASE AGREEMENT Awarded To

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Mid-Connecticut Jet Turbine Facility Power Purchase Agreement" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 **12**

Notary Public/Commissioner of the Superior Court

EXHIBIT 8

Seller's Required Approvals

CRRA's Board of Directors

EXHIBIT 9

Purchaser's Required Approvals