

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of (i) purchasing a Swordfish (product of Electro Scan Inc.) as a method of quickly and effectively identifying service line composition using measures of conductivity and electrical resistance and (ii) acquiring the tools necessary to rapidly input and update our service line inventory from the field by multiple users, including iPads and corresponding GIS user licenses that will allow our crews in the field to identify and input data directly into the service line database.

EXHIBIT B

Form of Financial Assistance Agreement

[See attached]

FUNDING AGREEMENT

FUNDING AGREEMENT made as of [CLOSING DATE] by and between the Indiana Finance Authority (the "**Finance Authority**"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "**State**") and the City of Bloomington, Indiana, a "Participant" as defined in I.C. 5-1.2-2-54, duly organized and validly existing under State law (the "**Participant**").

RECITALS

1. The attached Appendix A sets forth terms applicable to this Agreement including the SRF Program from which the hereafter referenced Financial Assistance is to be made available to the Participant by the Finance Authority.

2. Such SRF Program is subject to a certain Amended and Restated Indenture of Trust (the "**SRF Indenture**") entered into by the Finance Authority pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (together with other applicable State law, the "**Authorizing Law**"), and the parties desire capitalized terms herein contained and not otherwise defined herein to have the same meanings ascribed to them under the applicable SRF Indenture.

3. The Finance Authority has established under such SRF Indenture a Wastewater Program Fund into which Wastewater Program Fees, or a Drinking Water Program Fund into which Drinking Water Program Fees, are deposited, held and applied as allowed by such applicable SRF Indenture and Authorizing Law (such fund, herein, the "**Fees Fund**")

4. The applicable SRF Indenture and Authorizing Law authorize the Finance Authority to make loans (the "**Financial Assistance**") from the Fees Fund to participants for wastewater or drinking water related projects and purposes as more fully provided in the applicable SRF Indenture and Authorizing Law.

5. The Participant's project (the "**Project**") and Financial Assistance are more fully described on Appendix A to this Agreement.

6. The Finance Authority has reviewed the Project and the Financial Assistance therefor, and approved the Project and Financial Assistance therefor.

7. The Finance Authority desires to provide the Financial Assistance to the Participant for the Project (and for no other purpose), and the Participant desires to receive the Financial Assistance from the Finance Authority for the Project (and for no other purpose).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Finance Authority and the Participant agree that:

ARTICLE I

A. The Finance Authority covenants and agrees with the Participant, subject to this Agreement and State law, including the Authorizing Law, to provide the Financial Assistance, which is comprised of a loan (the "**Loan**"), as more fully described on Appendix A to this Agreement, to the Participant for the Project, in accordance with the Authorizing Law and this Agreement. The Loan must be repaid in accordance with its terms.

B. The terms of any Loan shall be those set forth in the form of the bonds or other obligations of the Participant issued or delivered to the Finance Authority in accordance with applicable laws of the State pursuant to this Agreement (the "**Obligating Instrument**"). The form and substance of the Obligating Instrument, the ordinance or resolution, as applicable, authorizing the issuance of the Obligating Instrument (the "**Authorizing Instrument**"), and the other related certifications and opinions, shall be acceptable to the Finance Authority, in its sole discretion.

C. The Financial Assistance will be disbursed as set forth in this paragraph. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Obligating Instrument in such amounts and with such maturities as achieves annual debt service as level as practical, and with no maturity longer than the original maturity schedule. Unless the Finance Authority consents in writing, no Loan disbursements shall be made more than one year after substantial completion of construction of the Project.

D. Notwithstanding any provision herein to the contrary, the Finance Authority may require the Participant to borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project from the Finance Authority's amounts held in the wastewater revolving loan fund established or the drinking water revolving loan fund established pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, before all or some portion of the Financial Assistance hereunder from the Fees Fund is loaned or paid to the Participant.

ARTICLE II

The Participant covenants and agrees with the Finance Authority that:

A. The Participant will use the Financial Assistance to acquire, construct and equip the Project and for no other purpose without the prior written consent of the Finance Authority. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Loan proceeds in accordance with this Agreement.

B. The sum of the Financial Assistance and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Finance Authority is not in any manner obligated to provide additional Financial Assistance for the Project.

C. The Project is expected to be completed not later than eighteen (18) month after the date to this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to

this Agreement or (2) the Finance Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Finance Authority, any further disbursement of Financial Assistance may be terminated.

D. The Participant will use the Financial Assistance, and acquire, construct and equip the Project, in accordance with all applicable laws. The Participant will maintain and operate the Project in accordance with the applicable laws.

E. The Participant will report to the Finance Authority on the Participant's expenditure of the Financial Assistance and the status of the Project on the first day of January following the date of this Agreement, and on the first day of every January thereafter until the Participant expends all the Financial Assistance and completes the Project, whichever is later. At the time the Participant completes the Project, the Participant will provide promptly to the Finance Authority a final report (the "**Final Report**"). All reports to the Finance Authority will be in form and substance satisfactory to the Finance Authority.

F. The Finance Authority and its agents, officers and employees will have ready access at the Participant's offices to the Participant's agents, officers and employees, and its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Finance Authority its Final Report. Upon the Finance Authority's written request therefor, the Participant will promptly provide to the Finance Authority, at no cost to the Finance Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant will own and operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).

H. The Participant will establish, adjust and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain (in good condition) the Project and to repay all the Participant's indebtedness, including the Loan as evidenced by the Obligor Instrument and the Authorizing Instrument.

I. Except as permitted by the Authorizing Instrument, the Participant will not incur additional indebtedness on parity with the Obligor Instrument in connection with or related to the Project, including any utility or other works to which the Project is a part, without the prior written consent of the Finance Authority.

J. To the extent permitted by law, the Participant agrees to indemnify, defend and hold harmless the Finance Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement (or any action taken hereunder), the Financial Assistance or the Project (or the planning, design, acquisition, construction or equipping or operating of the Project), from all judgments or recoveries resulting therefrom and for all costs in defending or appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

K. The Participant shall provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Participant's utility system to be improved by the Financial Assistance, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Financial Assistance has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

ARTICLE III

A. The Finance Authority's obligation to make a disbursement of the Financial Assistance to the Participant under this Agreement may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Finance Authority without giving any prior notice, may declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

B. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Obligating Instrument or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. Neither the Finance Authority nor any agent, attorney, member or employee of the Finance Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

C. This Agreement does not create a debt or a liability of the Finance Authority under the constitution of the Finance Authority or a pledge of the faith or credit of the Finance Authority and does not directly, indirectly or contingently obligate the Finance Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Financial Assistance shall be funded solely from uncommitted, appropriated and available funds held in the Fees Fund or from other sources the Finance Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Financial Assistance or any portion thereof, that there shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder in the Fees Fund.

D. When the Finance Authority makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. Any determination by the Finance Authority that funds are not appropriated or otherwise available shall be final and conclusive.

E. Pursuant to Indiana Code 22-9-1-10, the Participant and its contractors, subgrantees or contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

F. The Participant hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free workplace and that it will give written notice to the Finance Authority and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Participant has been convicted of a criminal drug violation occurring in the Participant's workplace. Failure of the Participant to, in good faith comply with this Paragraph, shall constitute a material breach of this Agreement and shall entitle the Finance Authority to impose sanctions against the Participant including suspension of payments and termination of this Agreement.

ARTICLE IV

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement. Capitalized terms herein contained and not otherwise defined herein to have the same meanings ascribed to them under the applicable SRF Indenture.

B. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

C. The Participant will give any notice or other writing to the Finance Authority in writing by certified United States mail, postage prepaid or hand delivery to the Indiana Finance Authority, SRF Programs, 100 North Senate, Room 1275, Indianapolis, Indiana 46204, Attention: Director of Environmental Programs, or such other persons or address as shall be given properly to the Finance Authority. The Finance Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

D. This Agreement will be construed in accordance with State law. Any claim or action must be brought in the courts of the State.

E. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Finance Authority.

F. Neither this Agreement, nor the Financial Assistance may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void.

G. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

H. Neither the failure nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

I. The Participant agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Obligating Instrument (including attorneys' fees incurred by the Finance Authority which are typically \$2,000 to \$4,000, which may be paid from the Loan) and (b) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Obligating Instrument in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Obligating Instrument.

J. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Financial Assistance.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF BLOOMINGTON, INDIANA
“Participant”

By: _____

Attest: _____

INDIANA FINANCE AUTHORITY

By: _____
James P. McGoff
Director of Environmental Programs

APPENDIX A: Project, Financial Assistance

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1. **The Project.** The proceeds of the Financial Assistance described below will be applied to (i) purchase a Swordfish (product of Electro Scan Inc.) as a method of quickly and effectively identifying service line composition using measures of conductivity and electrical resistance and (ii) acquire the tools necessary to rapidly input and update the service line inventory from the field by multiple users, including iPads and corresponding GIS user licenses that will allow the crews in the field to identify and input data directly into the service line database.

2. **Financial Assistance**
 - A. **Loan:** \$[_____], to be evidenced by the Participant’s Taxable Waterworks Bond Anticipation Note of 2023 (the “BAN”), which will bear interest at the per annum rate of zero percent (0%). The BAN will be in the aggregate principal amount of the Loan. Subject to Paragraph 3.A. herein, the BAN will mature on December 31, 2023.

3. **Additional Terms:**
 - A. The principal maturity of the BAN is subject to forgiveness and discharge and shall be deemed forgiven and discharged on December 31, 2023, provided however that there is not then existing any default under this Agreement and the Participant has otherwise complied with the terms and conditions of this Agreement. The Participant acknowledges that a portion of the Financial Assistance is subject to forgiveness and discharge which Financial Assistance was made available to the Participant in reliance upon information submitted to the Finance Authority by the Participant that demonstrated individual ratepayers (in the residential user rate class of the Participant that does not meet the SRF Program’s affordability criteria) would have otherwise experienced a significant hardship from the increase in rates necessary to finance the Project. The Participant hereby represents the additional subsidization afforded by such forgiveness and discharge has been (and it agrees to cause such to continue to be) directed to the benefit of such individual ratepayers through the Participant’s user rate system or other appropriate methods.

 - B. The Participant and the Finance Authority agree that any event of default occurring under any prior financial assistance agreement, financial aid agreement, funding agreement and/or grant agreement (the “Prior Agreements”) entered into between the Participant and the Finance Authority (if any) shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Prior Agreements and the subsequent financial assistance agreement, if any, as the case may be.

[End of Appendix A]